

## AGREEMENT FOR OPERATION OF A COUNTYWIDE FREE LIBRARY SYSTEM

THIS IS AN AGREEMENT BY AND BETWEEN:

COUNTY OF SANTA BARBARA, a political subdivision of the State of California hereinafter referred to as County,

CITY OF SANTA BARBARA, a municipal corporation, hereinafter referred to as Santa Barbara,

CITY OF LOMPOC, a municipal corporation, hereinafter referred to as Lompoc,

CITY OF SANTA MARIA, a municipal corporation, hereinafter referred to as Santa Maria,

WITNESSETH THAT:

WHEREAS, the parties hereto desire to contract for the furnishing to all inhabitants of the County of Santa Barbara, including residents of the cities, a uniform countywide financial level of free library service provided by the County; and

WHEREAS, the parties believe that such services can be most efficiently provided through the medium of the existing facilities of the three contracting cities together with the use of existing branch facilities outside of the contract city areas without the creation of county-operated duplicate establishments; and

WHEREAS, the parties believe that the fairest method of equalizing the expense of providing such library services is for the County to contribute to the cities, to be expended by the cities for library services, a given and equal amount of money for each person residing within their respective jurisdictions as hereinafter provided, and the parties have agreed that during the term of this Agreement, the sums hereinafter specified will be sufficient contribution by the County; and

WHEREAS, each city is a member of the Black Gold Cooperative Library System, a service agency established by the authorization of law since such membership is extended to the incorporated as well as the unincorporated areas of the County; and

WHEREAS, it is the intent of the parties to use State Public Library Fund money to supplement, but not supplant, local revenues appropriated for public libraries;

NOW, THEREFORE, the parties agree as follows:

**1. DESIGNATED REPRESENTATIVE.**

The County Executive Office is the designated representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Each of the Cities' Chief Librarians is the designated representative for their respective city. The County, as well as each of the Cities, will notify each respective agency when there has been a change of the designated representative.

**2. SERVICES TO BE RENDERED.**

Each of the contracting cities shall assume and provide the services of a free public library for the zone herein assigned to it, including the incorporated cities within such zone. The city librarian for each of the three contracting cities shall plan and administer a consolidated library program in the incorporated and unincorporated areas of his/her respective zone.

Each city agrees that all of the books in its library belonging either to the city or the County shall be equally available to all of the inhabitants within the district assigned to the city regardless of the inhabitants' residence within or without an incorporated city and regardless of whether said books are drawn through a branch or through city's main library; and that the interchange of books and materials be continued among all contracting agencies in the three library zones.

### **3. TERM.**

This Agreement shall be for a term commencing on July 1, 2007, and continuing until June 30, 2008, subject to County budgetary appropriations and availability of funds, the amount of money to be allocated and paid to each city shall be based on:

- (1) Population figures certified for January 1 of each prior fiscal year as shown in the California State Library (Certification of Population Figures);

In no event shall this amount exceed the sum or sums, if any, so budgeted by County. The County Executive Officer or designee may execute such renewals on behalf of the County so long as such renewals are limited to the change of term and funds as specified herein.

### **4. TERMINATION BY COUNTY OR WITHDRAWAL BY CITIES.**

At any time during the term of this Agreement or any extension thereof, County may, on six (6) months' prior written notice to cities, terminate this Agreement. At any time during the term of this Agreement or any extension thereof, any city that is a party to this Agreement may, on six (6) months' prior written notice to the County and other cities that are parties, withdraw from and cease to be a party to this Agreement.

### **5. LIBRARY ZONES.**

a. Santa Barbara shall have the primary obligation to furnish library service to all persons inhabiting Library **Zone 1**, including Carpinteria, Los Olivos, Montecito, Goleta, Solvang and Santa Ynez. Library Zone 1 is shown and described in Exhibits A and B attached hereto and incorporated herein.

b. Lompoc shall have the primary obligation to furnish library service to all persons inhabiting Library **Zone 2**, including Buellton, Vandenberg Village and all of Vandenberg Air Force Base. Library Zone 2 is shown and described in Exhibits A and B attached hereto and incorporated herein.

c. Santa Maria shall have the primary obligation to furnish library service to all persons inhabiting Library **Zone 3**, including Orcutt, Cuyama, and Guadalupe. Library Zone 3 is shown and described in Exhibits A and B attached hereto and incorporated herein.

Upon annual adoption by County of a per capita appropriation for countywide library service, the cities may not reduce the customary level of service to the County branches without 30 days prior written notice to the County.

**6. DEPOSIT AND ALLOTMENT OF FUNDS.**

a. Contribution for FY 2007-08: County agrees to contribute \$2,632,205 for Fiscal Year 2007-08 which sum provides a per capita level of support of approximately \$6.243 for library services, including operations and acquisition of books/materials for each inhabitant of the County of Santa Barbara. For the purpose of making the allotments provided for in this paragraph for the 2007-08 Fiscal Year, the parties hereto agree that the number of inhabitants in each of the library zones, as determined in accordance with the provisions below, are as follows:

Library Zone 1 - Santa Barbara	231,894	
Library Zone 2 - Lompoc	71,676	
Library Zone 3 - Santa Maria	118,055	
TOTAL:	<u>421,625</u>	inhabitants

Based on the following foregoing population and per capita contribution figures, County hereby allots to each city for library services the following sums:

Library Zone 1- Santa Barbara:	231,894 x \$6.243 = \$1447,714
Library Zone 2 - Lompoc	71,676 x \$6.243 = \$447,473
Library Zone 3 - Santa Maria	<u>118,055 x \$6.243 = \$737,017</u>
TOTAL:	421,625                      \$2,632,205

It is understood and agreed by the parties hereto that, except as otherwise provided in this Agreement, County's total contribution under this section is based on the population estimates

prepared by the California State Library (Certification of Population Figures) published the first of June each year; and, that the allocation thereof by library zones is based on the breakdown of such population figures, but is one year in arrears (i.e. FY 07-08 population based upon June 1, 2006 data).

Based on said population estimates and the breakdown thereof, County has budgeted for the 2007-08 Fiscal Year an appropriation of funds provided above, and the allocation thereof by library zones shall not exceed the total contribution appropriated for such purposes in the final budget adopted by County for the 2007-08 Fiscal Year, notwithstanding any subsequent revisions of the population estimates.

b. In addition to the sums set forth above, Zone 1 shall receive approximately \$156,566 or such sums as are actually collected within the unincorporated portion of County Service Area Number Three (3) which are available for library purposes as a result of the passage of Measure “L” by the voters. Changes in the cost of living are, and shall be based upon, the percentage change in the Urban Consumer Price Index (CPI) for the Los Angeles, Anaheim, Riverside Area using the calendar year immediately preceding the applicable tax year as the base. These funds shall be used only for the purposes set forth in Measure “L”. This assessment is collected through the property tax payment process and is due April 15, within the fiscal year of the agreement. Therefore, these funds are payable in the fourth quarter of the fiscal year.

The documentation and final appropriations for each following fiscal year will be submitted to all contracted parties as attachments to the renewed contract within ninety days of the adoption of the County’s Annual Operating Budget.

In the event that the Board of Supervisors approves library funds in excess of those provided in this section for this or any future fiscal year, any zone with funds so approved shall receive the higher approved amount.

d. Except as otherwise provided herein, the payments to be made by the County to the cities under this Agreement shall be made in two installments: the first after execution of this Agreement or renewal by all parties at the start of the quarter in July, and the second payment to be made no earlier than the start of the quarter each January, provided that the city has complied with the appropriate reporting requirements, according to methods provided for in Section 12 hereof.

e. In the event that any of the funds herein provided for are not expended by a city within the year for which said funds are budgeted, the same shall not be returned to the city's General Fund, but shall be carried over as additional budgeted funds for library use in said city's budget for the ensuing year.

No funds paid by the County to cities as provided herein shall be used for purposes other than the performances by the cities of the administration, maintenance and operation of a consolidated library service. Funds provided hereunder which are used for other purposes shall be reimbursed to the County.

f. Each of the cities shall, from funds herein made available, pay all salaries, utilities, and janitorial services as well as exterior landscaping and parking lot upkeep as applicable to each branch.

## **7. COUNTY BUILDINGS.**

Branch library buildings and the land on which such buildings are situated or are to be situated, if situated on County land or purchased with County funds, shall be vested in the County, and no city or library zone shall have exclusive rights to any such County-owned branch library building. County may assign any such County building to a particular city or cities to serve a particular zone or zones, or a portion thereof. In making assignments of County buildings, County shall consider the recommendations of the Library Advisory Committee, as well as public testimony and other relevant

well as public testimony and other relevant information.

Each city to which a branch building is assigned shall maintain, repair and operate such branch library building. Upon a change or termination of such building assignment, said city shall vacate said building and return said building to County in the same condition as the city received it, usual wear and tear excepted.

#### **8. LIBRARY ADVISORY COMMITTEE.**

The Board of Supervisors has by appointment created a Library Advisory Committee. The term of office of each member of the Advisory Committee shall run concurrently with the term of the Library Agreement, or until discharged at the pleasure of the Board of Supervisors.

Each contracting city, namely Santa Maria, Lompoc, and Santa Barbara, shall nominate one member for appointment by the Board of Supervisors. In addition, the Cities of Carpinteria, Buellton, Guadalupe, Solvang, and Goleta, in recognition of their significant contributions to free library service within the County, may nominate one member for appointment by the Board of Supervisors, and the County Supervisor of each supervisorial district shall appoint one member. In recognition of County Service Area 3's significant contributions to free library service, the County Board of Supervisors shall appoint one member from the residents of County Service Area 3. The Supervisors shall further appoint one member of its Board, or a designee, to chair the Library Advisory Committee.

The Library Advisory Committee shall meet at least quarterly to review services and operations, and to make advisory recommendations to the Board of Supervisors as follows:

- a. Insure adequate library services to all the inhabitants of the County of Santa Barbara;
- b. Review annually the operation of the library system;
- c. Submit advisory recommendations to insure adequate service to branch libraries;
- d. Assure adequate exchange of information among libraries;

- e. Determine the level of service necessary to insure adequate library services for all the residents of the County;
- f. Consider site locations and building programs;
- g. Receive notices of reductions to the level of library services; and
- h. Receive citizen input regarding library-related issues and make recommendations thereon.

**9. STATE PUBLIC LIBRARY FUND.**

a. For purposes of obtaining funds from the State Public Library Fund (PLF), each city shall include County expenditure information when reporting to the State Librarian pursuant to Education Code Section 18023. Cities shall send copies of the annual certification to the County Executive Officer.

b. Any funds received by the cities from the PLF pursuant to Education Code Section 18025 shall be retained by the cities, provided that the County shall be “credited” with a portion of those funds as determined in section *c.* below.

c. The amount of PLF funds to be credited to the County within each Zone shall be computed for each city by dividing the amount paid by the County by the total “Foundation Program Revenue” reported to the State by the contracting city, and the resulting percentage multiplied by the actual amount of PLF funds received by each city.

**10. INDEMNIFICATION.**

Santa Barbara, Santa Maria and Lompoc (individually and collectively, the Cities) shall indemnify and save harmless County, its agents, officers, and employees from any and all claims, demands, damages, costs, expenses (including attorney’s fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the Cities and/or their



Cities and/or their respective agents, officers, employees or independent contractors.

The cities mutually agree that each city shall have the duty to defend, indemnify and save harmless the other city(ies) from all claims, demands, damages, cost expenses, judgments or liabilities resulting from the negligent acts or omissions of the indemnitor, its officers, employees or agents.

With respect to any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising from the partial, joint, or concurrent negligence of cities and COUNTY each party shall assume responsibility in proportion to the degree of its respective fault as determined by a court of competent jurisdiction or as mutually agreed by all parties.

## **11. INSURANCE.**

The city to which a building is assigned shall obtain and maintain in effect during the period of such assignment general and automobile liability insurance covering the use of such building by the city to which it is assigned, and by its officers, agents, employees or volunteers acting on city's behalf, with single limit coverage of not less than \$1 million. The city shall also maintain Workers' Compensation coverage as required by the California Labor Code and employers' liability insurance. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Said general and automobile liability insurance policy shall name the County of Santa Barbara, its officers, agents and employees as additional insured, and shall not be canceled without giving at least thirty (30) days' prior written notice to County. County shall be furnished with a certificate of insurance by the city to which a branch library building has been assigned prior to performance by the County. A copy of the endorsement evidencing that the COUNTY has been added as a named additional insured on the policy must be attached to the

additional insured on the policy must be attached to the certificate of insurance. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

As an alternative to the liability insurance requirements contained above, a city can provide evidence in writing to the County showing that it has an approved self-insurance program and will then only be required to submit a certificate of insurance for the difference, if any, between its self-insurance limit and \$1 million combined single limit coverage.

The liability for the contents of each branch library shall be the responsibility of the entity that owns the respective building. If a library building is owned by a City, it assumes responsibility to insure the contents of the building. The County will assume responsibility for the contents housed within buildings owned by the County.

## **12. REPORTS OF RECEIPTS AND DISBURSEMENTS.**

Upon adoption of a library budget, each city shall provide to the County a written copy thereof showing the amount to be spent in each branch. Each city may amend their library budget as desired so long as the per capita allocation for each branch in the unincorporated area is not diverted to another. The County shall be provided with copies of any amendments to said budget upon request.

Annually each city shall provide the County with a statement on all receipts and disbursements made pursuant to this Agreement, listing all items of receipt and expenditure throughout the year. Such statements showing the amount spent in each respective County branch under the jurisdiction of the city shall include an itemization of salaries and wages, materials,

materials, supplies, and services, and capital outlay. In particular, such statement shall show as separate items those obligations and expenditures which are made or incurred for the purpose set forth in Section 6. The annual statements shall be submitted no later than sixty (60) days after the end of the fiscal year. Each city shall keep accurate accounts and records for funds expended to accomplish the purpose of this Agreement, and shall make such accounts and records available at all times for inspection and audit by authorized agents of the County of Santa Barbara. All such accounts and records shall be retained for at least a period of five (5) years after the fiscal year to which such records relate.

### **13. GIFTS.**

Each library shall adopt a gift policy, which shall be attached to this Agreement and any renewal as an exhibit. Each library zone shall notify the County upon request of any changes made in the gift policy attached hereto. In the event that any person shall give or bequeath any gift to any library herein referred to, such gift shall be treated according to the gift policy of each library zone. Any gift accepted for a library in the unincorporated areas of the County shall become the property of the County, but assigned to the branch library serving said zone.

### **14. EMERGENCY.**

In the event of an emergency (a) which results in a loss of library materials, and (b) which affects the ability of any branch library to maintain the current level of library service, any party hereto may request the assistance of any other party in obtaining replacement library materials necessary for the functioning of the affected branch. Provided that all expenditures for replacement materials are approved in advance and in writing by the requesting party, the assisting party shall be entitled to full reimbursement from the requesting party for all expenditures made in accordance with applicable laws governing the assisting party.

### **15. ASSIGNMENT.**

No city shall assign this Agreement or any part thereof or any monies payable hereunder without the prior written consent of the County. Any attempt to assign without consent shall be void.

**16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of any party this Agreement shall forthwith be physically amended to make such insertion or correction.

**17. NOTICES.**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

**Santa Barbara County  
Terri Maus Nisich  
105 E. Anapamu Street Suite 406  
Santa Barbara, CA 93101**

**Francisco Pinneli, City Librarian  
Santa Maria Public Library  
420 South Broadway  
Santa Maria, CA 93454**

**Molly Blaske, Library Director  
Lompoc Public Library  
501 E. North Avenue  
Lompoc, CA 93436**

**Irene Macias, Acting Library Director  
Santa Barbara Public Library  
P.O. Box 1019  
Santa Barbara, CA 93102**

or at such other address or to such other person that the parties may from time to time designate.

Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

**18. SECTION HEADINGS.**

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

**19. SEVERABILITY.**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**20. REMEDIES NOT EXCLUSIVE.**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**21. NO WAIVER OF DEFAULT.**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to

by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient at the sole discretion of COUNTY.

**22. ENTIRE AGREEMENT AND AMENDMENT.**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**23. SUCCESSORS AND ASSIGNS.**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**24. COMPLIANCE WITH LAW.**

Each party hereto shall, at his sole cost and expense, comply with all County, State, and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of any such party in any action or proceeding against said Party that said party has violated any such ordinance or statute, shall be conclusive of that fact as between said Party and COUNTY, whether or not COUNTY is a party in such litigation.

**25. CALIFORNIA LAW.**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**26. EXECUTION OF COUNTERPARTS.**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**27. AUTHORITY.**

All signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such signatories and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, each party hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which that party is obligated, which breach would have a material effect hereon.

**28. FACSIMILE SIGNATURES.**

In the event that the parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours transmission of the facsimile, except that funds shall not be released upon a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of the date executed by COUNTY.



County of Santa Barbara

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:  
Michael F. Brown  
Clerk of the Board

APPROVED AS TO ACCOUNTING FORM  
Robert W. Geis, C.P.A.  
Auditor-Controller

By: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM  
Stephen Shane Stark  
County Counsel

APPROVED AS TO FORM  
Ray Aromatorio  
Risk Manager

By: \_\_\_\_\_

By: \_\_\_\_\_

[Fund 0001, Dept. 990, LI Acct 7650, Prog. 1210]

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the \_\_\_\_\_ day  
of \_\_\_\_\_, 2007.

CITY OF SANTA MARIA

ATTEST:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Risk Manager

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF SANTA BARBARA

ATTEST:

By: \_\_\_\_\_  
City Administrator

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Risk Manager

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the \_\_\_\_\_ day  
of \_\_\_\_\_, 2007.

CITY OF LOMPOC

ATTEST:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney