

Memorandum of Understanding

**Between the
County of Santa Barbara
and the
Friends of the Library of Santa Ynez Valley, Inc.**

THIS MEMORANDUM OF UNDERSTANDING, (hereafter, MOU,) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereinafter "County") and the Friends of the Library of Santa Ynez Valley, Inc. a non-profit organization (hereinafter "Friends") wherein the parties agree to the roles, responsibilities and financial relationship of the two entities relative to the operation of a proposed 7,000 square foot expansion to the Solvang Library located at 1745 Mission Drive, City of Solvang, State of California.

WHEREAS, the Solvang Library is in a County-owned building that is a wing of a larger County-owned complex that also houses a branch of Superior Courts, a County Sheriff substation, and the County's Third District Supervisor Office; and

WHEREAS, the County has an Agreement for Operations of a Countywide Free Library System (Agreement) that is renewed annually with the City of Santa Barbara, the City of Santa Maria and the City of Lompoc for three distinct zones of the library system, and the City of Santa Barbara has responsibility for the zone that includes the Solvang Branch Library; and

WHEREAS, the Agreement sets forth a per capita rate that the County annually pays each of the three contracting cities for operation of the branch libraries; and

WHEREAS, the Agreement stipulates that all furnishing, equipment and supplies contained in and designated for use by the Solvang Library are deemed the property of the County; and

WHEREAS, the Agreement requires the City of Santa Barbara to be responsible for all custodial, maintenance, repair and replacement work at the Solvang Library; and

WHEREAS, the Friends have completed an extensive preliminary planning process in consultation with a professional library planner who has written a service program; and have an initial conceptual expansion design drawn by a professional architect; and

WHEREAS, the Friends are initiating a capital campaign to raise the funds necessary to expand the library from approximately 2,000 square feet to approximately 9,000 square feet; and

WHEREAS, for the Friends' capital campaign to be successful, the responsibility, roles and management of the expansion project between the Friends and the County must be clearly defined.

NOW THEREFORE, in consideration of the covenants and conditions contained herein, the parties, hereby, agree as follows:

- 1) **Responsibility for Managing the Proposed Expansion Project:** The Friends will be responsible for engaging an architect for the design of the expansion project through 100% complete “Working Drawings and Specifications” (Construction Documents). The plans and specifications must conform to the County standards for building plans and specifications. These standards can be obtained from the County Capital Projects Division. The plans and specifications must be approved by the County Architect at the following three milestones of the design process:
 - Completion of Schematic Design (approximately 30% design completion)
 - Completion of Design Development (approximately 60% design completion)
 - Completion of Construction Documents prior to applying for permits (approximately 90% design completion)

Work on a publicly owned building is required to comply with the State Public Contract Code. County General Services Department has the expertise to manage public improvement projects and should be the lead agency for the project for environmental review and construction. Thus, following approval of Schematic Design, the County will conduct environmental review of the proposed project in accordance with the California Environmental Quality Act (CEQA). This process must be completed before the architect begins the Construction Document phase of design so any necessary environmental mitigation can be incorporated into the final design plans. From the conclusion of Construction Documents through completion of construction including one year warranty, the County will be responsible for bidding, contract award, construction and overall management of the project and will engage the design architect for assistance during the bidding phase, and for construction oversight services.

- 2) **Maintenance and Operation of the Expanded Facility:** The parties hereto acknowledge that the library expansion is contingent upon a mutually agreed upon plan for the funding of needed staffing and other operating costs associated with an upgraded and expanded facility. The County will not proceed to solicit bids for construction until the County and the Friends, in consultation with the professional library staff, have approved a plan to cover operation and maintenance costs of the expanded facility. If the County does not approve of the long-term plan to cover operation and maintenance costs, the County is under no obligation to proceed with the expansion and any unused funds will be returned to the Friends. The addition will be designed and constructed so that the utilities to the new and old sections of the library are connected to separate meters.
- 3) **Funding of the Expansion Project:** A preliminary Total Project Budget will be established upon conclusion of the Schematic Design plans and agreed upon by the County and the Friends. This figure will provide the basis for the Friends’ capital campaign. At the conclusion of the design phase, a final Total Project

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Budget agreed upon by the County and Friends will be established including a 10% contingency for unknown conditions and change orders that are necessitated during construction. The County's direct and indirect labor costs to manage the project will also be an included expense in the Total Project Budget.

When Friends' capital fundraising campaign is concluded, Friends will transfer the necessary funds based on the final Total Project Budget to the County in one payment. These funds will be used exclusively and specifically for the expansion project. The funds will be deposited into an account such that interest earned on the funds prior to expenditures will accrue to the account and will not be used for other County purposes. The transfer of funds must be officially accepted by the Board of Supervisors in accordance with the County Donation Acceptance Policy. County staff will initiate the necessary steps to request approval from the Board of Supervisors.

During construction, the County will submit monthly expenditure reports to the Friends and will notify the Friends in advance if the Project Budget must be modified during the process. Although the Friends will not have approval authority of individual expenditures, they will be consulted by the County throughout the process and kept informed of expenditures through the expenditure reports and weekly communication. At the conclusion of the project, any unused funds will be returned to the friends.

- 4) **Conflict of Interest Statement:** Contractors or other professionals who wish to participate in the expansion project may contribute services directly to the County or the Friends free-of-charge. However, individuals or entities who give money to the Friends will not be eligible for paid contracts offered by the County for such projects in accordance with the Donor Influence statement contained in the County Donation Acceptance Policy.
- 5) **Nondiscrimination:** Friends shall comply with County laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth. Noncompliance with provisions of this section shall constitute a material breach of this MOU and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this MOU and the interest hereby created without liability therefore.
- 6) **Termination:** Friends shall have five (5) years from the date of execution by the Board of Supervisors to obtain the necessary funds for the capital campaign to expand the library. If Friends fail to satisfy, observe, or perform any of the covenants, conditions, or reservations set forth in this MOU, County shall terminate this MOU. If Friends is unable to raise the necessary funds for the capital campaign to expand the library, based upon the final Total Project Budget, this MOU shall terminate, and Friends shall have no further obligation hereunder.

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IN WITNESS WHEREOF, the parties have executed this agreement to be effective upon the execution of the latter party.

“Friends”

Carolyn Lawrence, President
Friends of the Library of Santa Ynez Valley, Inc.

"County"
COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors

By: _____
Deputy

Date: _____

(Signature page continued)

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

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By: _____
Michael Ledbetter
Senior Deputy County Counsel

By: _____
Deputy

APPROVED:

APPROVED:

By: _____
Ronn Carlentine, SR/WA
Real Property Manager

By: _____
Ray Aromatorio, ARM, AIC
Risk Manager