

FY 2022-2023 Agreement for Operation of a County-wide Library System

**AGREEMENT FOR OPERATION OF A FREE COUNTY-WIDE LIBRARY
SYSTEM**

THIS IS AN AGREEMENT BY AND AMONG:

THE 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, and

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

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

CITY OF CARPINTERIA, a municipal corporation, hereinafter referred to as Carpinteria, and

CITY OF GOLETA, a municipal corporation, hereinafter referred to as Goleta.

Santa Barbara, Carpinteria, Lompoc, Santa Maria, and Goleta are individually hereinafter referred to either singularly as “Managing City” or collectively as “Managing Cities”.

WITNESSETH THAT:

WHEREAS, the parties hereto desire to operate a County-wide network of library services that provide for all inhabitants of the County of Santa Barbara open access to diverse resources and ideas that inspire learning, promote reading and enhance community life; and

WHEREAS, the parties desire to contract for the furnishing to all inhabitants of the County of Santa Barbara, including residents within cities, an equitable level of County-wide library services; and

WHEREAS, the parties recognize that, because library users cross jurisdictional boundaries, a County-wide network of library services best serves the needs of all users; and

WHEREAS, the parties believe such services can be most efficiently provided through the use of existing facilities inside and outside the five Managing Cities without the creation of County-operated duplicate establishments; and

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WHEREAS, the parties believe the fairest method of equalizing County funding for library services is for the County to contribute to the Managing Cities a given and equal amount of money for each person residing within their respective zones, with additional funds allocated annually for County branch libraries as hereinafter provided; and

WHEREAS, the parties have agreed that the sums hereinafter specified will be sufficient contribution by the County during the term of this Agreement; and

WHEREAS, each Managing City, with the exception of Santa Barbara, is a member of the Black Gold cooperative library system, a service agency established by the authorization of the Public Library Development Act of 1963, 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 reliable local public revenue to fund core library services; federal, state and philanthropic money, if available, shall be used to supplement, but not supplant, local revenues appropriated for public libraries; and

WHEREAS, in order to maintain service levels, funding from the County, Managing Cities and other jurisdictions should include annual increases according to an accepted regional consumer price index; and

WHEREAS, the parties desire to work together and with other jurisdictions to increase funding and service levels for the County-wide network of library services.

NOW, THEREFORE, the parties agree as follows:

1. Designated Representative

County's Community Services Department (CSD) Director is the designated representative of County and will administer this Agreement for and on behalf of County. Each of the Managing Cities' Library Directors is the designated representative for its respective Managing City. The County, as well as each Managing City, shall notify each party when there has been a change of the designated representative.

2. Services to be Rendered

Each Managing City shall assume and provide the services of a public library for the zone herein designated to it, including within the incorporated cities within such zone, as described

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further in Section 5, below. The Library Director for each Managing City shall plan and administer a consolidated library program in the incorporated and unincorporated areas of the respective zone.

All materials purchased by a jurisdiction within the County of Santa Barbara shall be available to all residents within the County of Santa Barbara via a direct loan or interlibrary loan, without charge. Each zone is encouraged to build collections that reflect the needs and wants of its service area and may set restrictions on interlibrary loans of certain materials such as new titles and high demand items (for a period up to 6 months), reference materials, and rotating or rental collections.

3. Term

This Agreement shall be for the Fiscal Year 2022-2023, which begins on July 1, 2022, and ends on June 30, 2023.

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-months' prior written notice to Managing Cities, terminate this Agreement. At any time during the term of this Agreement or any extension thereof, each Managing City may, on six-months' prior written notice to County and each other Managing City, withdraw from and cease to be a party to this Agreement. If any Managing City withdraws from this Agreement, then funds previously distributed to that Managing City pursuant to Section 6(a) herein shall be repaid to County on a pro rata basis regarding the days remaining on the term of the Agreement after the withdrawal becomes effective.

5. Library Zones

As described below, each Managing City shall provide library services within the zones shown on the County Zone Map attached hereto as Exhibit A and incorporated herein by reference.

a. Santa Barbara shall have the primary obligation to furnish library services to all persons inhabiting Library **Zone 1**, including the City of Santa Barbara and unincorporated areas of Montecito, Summerland, and Mission Canyon.

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b. Lompoc shall have the primary obligation to furnish library services to all persons inhabiting Library **Zone 2**, including the City of Lompoc and the unincorporated areas of the communities of Mission Hills, Vandenberg Village, and all of Vandenberg Space Force Base.

c. Santa Maria shall have the primary obligation to furnish library services to all persons inhabiting Library **Zone 3**, including the Cities of Guadalupe and Santa Maria and the unincorporated areas of the communities of Cuyama, Los Alamos, and Orcutt.

d. Goleta shall have the primary obligation to furnish library services to all persons inhabiting Library **Zone 4**, including the Cities of Goleta, Solvang, and Buellton and the unincorporated areas of the communities of the Eastern Goleta Valley, Community Service Area 3 (CSA 3), Isla Vista, Gaviota, Hope Ranch, Los Olivos, and Santa Ynez.

e. Carpinteria shall have the primary obligation to furnish library services to all persons inhabiting Library **Zone 5**, including the City of Carpinteria and the unincorporated area of Toro Canyon.

f. Subject to County's contribution as set forth in Section 6.a, below, Managing Cities may not change the level of service (*i.e.*, hours of operations or staffing) at County branches without prior consultation with County's Community Services Director or his or her designee, Any changes to the level of service must also be presented to the Library Advisory Committee for input. Notice of pending changes must be made to County's Community Services Director 90 days prior to implementation to allow time for such consultation and to schedule with the Library Advisory Committee. County's Community Services Director or his or her designee will consult with the Managing City's Library Director within 30 days of such notice of pending changes. County branches include: County/City branch libraries within the Cities of Buellton, Solvang, and Guadalupe, referred to in this agreement as a "partner city" or "partner cities," and County branch libraries in the unincorporated areas of Montecito, Vandenberg Village, Orcutt, Los Alamos, and Cuyama.

6. Deposit and Allotment of Funds

Contribution for FY 2022/23:

- a. County agrees to contribute \$4,396,429 in Fiscal Year 2022/23, which sum provides \$3,791,298 for library services, a per capita level of support of approximately \$8.34, to be used for operations and acquisition of books/materials

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for each inhabitant of County, and an additional amount of \$605,131 is allocated to mitigate hours and programming reductions of County branch libraries at risk. For the purpose of making the allotments provided for in this paragraph for the 2022/2023 Fiscal Year, the parties hereto agree the population count in each of the library zones as determined in accordance with subpart 6.b below is as follows:

Libraries/Zones	Population Estimates	FY22-23 \$8.34 base per capita (incl. CPI)	FY22-23 Cannabis Funding	FY22-23 Small Branch Library Fund	Total Awarded Amount by Zone
Santa Barbara/Eastside	100,693	\$839,780	-	-	\$839,780
Montecito	10,583	88,262	195,518	31,399	315,179
Zone 1 Total	111,276	928,042	195,518	31,399	1,154,959
Lompoc	48,933	408,101	-	-	408,101
Vandenberg Village	9,381	78,238	38,127	-	116,365
Zone 2 Total	58,314	486,339	38,127	-	524,466
Santa Maria	110,259	919,560	-	-	919,560
Cuyama	1,369	11,417	17,531	-	28,948
Guadalupe	7,840	65,386	28,809	-	94,195
Los Alamos	1,949	16,255	28,326	-	44,581
Orcutt	37,164	309,948	105,490	-	415,438
Zone 3 Total	158,581	1,322,566	180,156	-	1,502,722
Goleta	68,415	570,581	-	-	570,581
Isla Vista	19,046	158,844	-	-	158,844
Buellton	10,659	88,896	68,359	-	157,255
Solvang	10,659	88,896	91,572	-	180,468
Zone 4 Total	108,779	907,217	159,931	-	1,067,148
Carpinteria	17,642	147,134	-	-	147,134
Zone 5 Total	17,642	147,134	-	-	147,134
TOTAL:	454,592	\$3,791,298	\$573,732	\$31,399	\$4,396,429

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- b. Subject to County budgetary appropriations and availability of funds, the amount of money to be allocated and paid to each Managing City shall be based on: population figures certified for January 1 of the prior fiscal year, and published in June of that year, as shown in the California State Library (Certification of Population Figures) but is one year in arrears (e.g., FY 22/23 population based upon June 1, 2021 data). In no event shall that amount exceed the sum or sums, if any, so budgeted by County as shown above.
- c. In addition to the sums set forth above, the Goleta Library, will receive funds as are actually collected within the unincorporated portion of County Service Area Number Three, CSA No. 3, which are expected to total approximately \$220,000 and are available for extended library facilities and services in CSA No. 3 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. The funds provided through Measure “L” shall be used only for the purposes set forth in Measure “L.” That assessment is collected through the property tax payment process and is due April 15, within the fiscal year of this Agreement. Therefore, those funds are payable in the fourth quarter of the fiscal year. This Agreement does not create and shall not be construed as creating or giving rise to any duty, responsibility, obligation, promise, or liability on the part of the County to provide funds to the Goleta Library or to CSA No. 3.
- d. Except as otherwise provided herein, the payments to be made by County to a Managing City under this Agreement shall be made in two installments: the first after execution of this Agreement by that Managing City, and no earlier than October 1 but no later than January 1, and the second payment no earlier than February 1 but no later than April 1; provided, that payment to any Managing City shall be conditioned on that Managing City having complied with the appropriate reporting requirements, according to methods provided for in Section 16 hereof.

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- e. In the event that any of the funds herein provided for are not expended by the Managing Cities within the year for which said funds are budgeted, the same shall be retained by the Managing Cities for use in future years for library services at the respective branch from which the reserves originated.
- f. No funds paid by County to any Managing City as provided herein shall be used for purposes other than the performance by that Managing City of the administration, maintenance, and operation of consolidated library services within the applicable zone. Funds provided hereunder which are used for other purposes shall be reimbursed to County.
- g. In addition to the sums set forth above, the County shall work in good faith to secure funding commitments from each city in which a branch library is operated, through separate agreements with those cities. Partner cities are expected to contribute an amount at least equal to County funding for libraries within their jurisdiction as shown in the Table within section 6.a above. Payments from partner cities shall be made according to the schedule in section 6.d above.
- h. If a branch library moves from one zone to another, or a new zone is created for a branch library, the County may reserve a portion of funding allocated to the Managing City for the new zone to reimburse the previous Managing City administering the branch library in the old zone for lingering expenses for a period of one-year after the move.

7. County Buildings

Ownership of 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 County; this Agreement shall not confer any rights on any Managing City to any such County-owned branch library building or land in any zone. County may designate any such County building for use by a particular Managing City or Managing Cities to serve a particular zone or zones, or a portion thereof. In so designating County buildings, County shall consider the recommendations of the Library Advisory Committee, as well as public comments and other relevant information.

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Each Managing City to which a branch building is designated shall maintain, repair, and operate such branch library building to the extent funding is available and in accordance with Section 9 below. Upon a change or termination of such building designations, the Managing City shall vacate said building and return that building to County in the same condition as the Managing City received it, usual wear and tear excepted.

8. Furnishings, Equipment and Supplies

The parties agree all furnishings and equipment contained in and designated for use solely in the branch library, including but not limited to books, shelves, desks, tables, chairs, study carrels, telecommunication and computer equipment and systems, office machines, appliances, fixtures and HVAC systems, are deemed the property of County only in the branch libraries where County is responsible for the property insurance for the building and contents as set forth in Section 14. Such locations include Cuyama, Montecito, Solvang and Vandenberg Village. In all other locations, the furnishings and equipment of each branch library shall be deemed to be the property of each Managing City responsible for administering the zone where the branch library is located.

Each Managing City shall solely be responsible for the cost of purchasing all office and restroom supplies needed for the operation of the branch libraries located within that Managing City's respective zone. For supplies that exceed the funds available to the Managing City, that Managing City shall send written notice to County's Community Services Director. Each Managing City is allowed to use the funds herein made available for the stated purpose of purchasing those supplies for its branch locations.

9. Facility Maintenance and Repair

Each Managing City shall perform maintenance, repair, and replacement work at the various branch libraries at locations owned by the County, specifically Cuyama, Montecito, Solvang and Vandenberg Village, located within the Managing City's respective zone in accordance with the Maintenance and Repair Responsibilities schedule attached hereto as Exhibit B and incorporated herein by reference, with the exception of the City of Carpinteria, which is subject to a separate 99-year lease agreement with the County. All maintenance and repair work shall be done in a competent and workmanlike manner. For maintenance or repairs to a County-owned branch that are a Managing City's responsibility and that exceed the funds available to a

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responsible Managing City, that Managing City shall send written notice to County's Community Services Director. For maintenance and repairs that are the responsibility of County hereunder, each Managing City shall send a written request for service of those facilities to County at the address noted below:

County of Santa Barbara, General Services Department
Attn: General Services Facilities Manager, Scott Hosking
1105 Santa Barbara Street, 2nd Floor
Santa Barbara, CA, 93101
Email: shosking@co.santa-barbara.ca.us
Phone: 805.568.2533

Managing Cities are allowed to use the funds herein made available for the stated purpose of facility maintenance and repair for its branch locations.

10. Janitorial Services

Each Managing City shall be responsible for directly managing and paying costs for janitorial services at each branch location in its respective zone, unless a supplemental agreement is made with a partner city. Each Managing City is allowed to use the funds herein made available for the stated purpose of janitorial services.

11. Utilities

Each Managing City shall be responsible for paying the utilities and connection costs associated with the branch locations in its respective zone, unless a supplemental agreement is made with a partner city. The utility service costs shall include charges for electricity, water, natural gas, telephone, cable, internet, and sewer services. Each Managing City is allowed to use the funds herein made available for the stated purpose of paying utilities at its branch locations.

Since County is assuming responsibility for paying utilities (electricity, natural gas, refuse, and water) at the Montecito branch (located within Zone 1), Solvang branch (located within Zone 4) and the Cuyama branch (located within Zone 3), County will withhold \$5,000 from its allocations to both Goleta (Zone 4) and Santa Maria (Zone 3), and \$15,000 from Santa Barbara (Zone 1) to cover the costs of utilities. In June 2023, County will deduct the actual costs of the utilities from the withheld balances and then transfer any remaining balance to Santa Barbara

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(Zone 1,) Goleta (Zone 4) and Santa Maria (Zone 3), as applicable. Any additional utility costs that are incurred at Montecito, Solvang, or Cuyama branch locations that are not directly charged to County will be paid by each Managing City responsible for administering that zone (*i.e.*, Goleta for Solvang, Santa Maria for Cuyama, Santa Barbara for Montecito).

12. Administration Charges

Each Managing City may recover from the funds allocated to it herein an administrative charge, in an amount not to exceed 25% of the branch's annual operating budget, that is reasonable and sufficient to reimburse the Managing City for the costs and expenses necessary to provide library services provided pursuant to this Agreement. The administration charges may include the following items:

- a. Administrative oversight including meetings with municipal leaders, Friends of the Library, and management from zone branch libraries; City Council meetings and presentations; County Library Advisory representation and reporting; development and management of annual budgets; and, strategic planning.
- b. Human Resources Management, including time sheets; payroll; staff evaluations processing; promotions; new hire and termination processing; scheduling; training; and, internal communications.
- c. Risk Management, including on the job injury and workers' compensation forms and reporting processing; and, building insurance reporting.
- d. Accounting, including reconciliation of cash receipts; materials (books, magazines, audio books, DVDs) purchases, receipts, and verification; invoice payment; digital vendor service initiation, purchase, and monitoring; and gift funds accounting.
- e. Information technology (IT), including the development, maintenance, and use of computer systems, software, networks, and equipment for the processing and distribution of voice and data communications.
- f. Reporting, including creation of reports to Federal, State and/or local authorities; quarterly and annual report generation for Santa Barbara County.
- g. Adult literacy, including tutor training; supervision of tutors and learners, workforce development.

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- h. User account management, including shipment, returns, holds, problem solving accounts, managing disputes, and damaged and lost item management.
- i. Research and material access, including advanced research by librarians; interlibrary materials requests outside the cooperative system; gift materials processing; and, collection management.
- j. Other, including ordering supplies and equipment; centralized liaison for services and communications with external parties; publicity and public relations support; technical troubleshooting; and, website and social media updates.
- k. Allocated costs from Centralized City Departments, such as Information Technology, City Manager's Office, Legal Services, and Human Resources, in alignment with generally accepted cost accounting allocation principles.

Each Managing City shall document the financial basis for its administration charges if the total combined branch administration charges exceed 10% of the total County payments to the Managing City.

13. Library Advisory Committee

County's Board of Supervisors has by appointment created a Library Advisory Committee. The term of office of each member of the Library Advisory Committee shall annually and automatically renew each year, unless replaced at the pleasure of the Board of Supervisors or by request of the nominating jurisdiction.

Each Managing City shall nominate one member for appointment by the Board of Supervisors. In addition, the partner cities of Buellton, Guadalupe, and Solvang, in recognition of their significant contributions to free library service within the County, may each nominate one member for appointment by the Board of Supervisors, and the County Supervisor of each supervisorial district shall nominate one member. In recognition of County Service Area 3's significant contributions to free library service, County's 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.

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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. Ensure adequate library services to all the inhabitants of County;
- b. Review the operation of the library system and this Agreement;
- c. Submit advisory recommendations to ensure adequate service to branch libraries;
- d. Promote collaborative exchange of information among libraries;
 - Review annual library budgets and reports of service levels; and
 - Receive notices of reductions to the level of library services; and
 - Receive citizen input regarding library-related issues and make recommendations thereon.

14. Indemnification

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

15. Insurance

Each Managing City to which a building is designated shall obtain and maintain in effect during the period of such designation general and automobile liability insurance covering the use of such building by that Managing City to which it is designated, and by its officers, agents,

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employees or volunteers acting on Managing City's behalf or at Managing City's direction, with single limit coverage of not less than \$1 million. Each Managing 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 County. The general and automobile liability insurance policy shall name County, its officers, agents and employees as additional insured, and shall not be canceled without giving at least thirty-days' prior written notice to County. County shall be furnished with a certificate of insurance by Managing City to which a branch library building has been designated prior to performance by Managing City. A copy of the endorsement evidencing County has been added as a named additional insured on the policy must be attached to the certificate of insurance. The policy or policies shall include severability of interest or cross liability clause or equivalent wording. The 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 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 Managing City can provide evidence in writing to 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 property insurance for each building shall be borne by the party that owns the building. For branch locations housed within a County-owned building, County shall be responsible for property insurance for both the building and its contents. Such locations include Carpinteria, Cuyama, Montecito, Solvang and Vandenberg Village. For each branch library located within a leased building, Managing City that is the lessee of the building space shall be responsible for property insurance for both the building and its contents. For the purpose of this Agreement, "content" includes furnishings, equipment, and supplies as identified in Section 8, as well as audiovisual and electronic materials such as books, subscriptions, government documents, and microfilm used by library patrons. Each Managing City is allowed to use the funds herein made available for the stated purpose of property insurance for contents in its respective branch facilities.

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16. Budget, Revenue/Expenditure and Services Plan

- a. On or before December 31, 2022, each Library Director shall confer with the County and a representative from each city in which a branch library operates in its zone to review expected funding and service levels for the next fiscal year. The Community Services Department Director or his or her designee will initiate and lead this effort.
- b. Upon completion of review of expected funding and service levels under subsection 16.a, the County shall work in good faith to secure funding commitments from each branch library's partner city (and friends organization if the operating budget relies on more than \$50,000 from friends organizations) and notify the Library Director of expected funding amounts from the County, partner city, friends organizations, and other sources for the upcoming fiscal year.
- c. Upon completion of the activities in both subsections 16.a and 16.b, but no later than March 1 of each year, each Library Director shall submit to the County a Revenue/Expenditure plan and proposed budget for each branch. Such plan shall include:
 - Operations budget for the previous, current, and upcoming fiscal year by branch library, as well as current reserves, if any, held by Managing City, broken out by branch library;
 - Report of service levels in relation to adopted minimum or agreed upon target service levels, with estimated costs to reach adopted minimum or agreed upon target service levels;
 - Anticipated changes to service levels;
 - Capital/infrastructure needs and estimated costs; and
 - A library services plan for any unincorporated community within its zone that has a population of more than 10,000 and does not have a branch library.

17. Reports of Receipts and Disbursements

Upon adoption of a library budget by each Managing City, the Managing City shall provide to the County's designated representative a written copy of the budget showing the amount to be

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spent in each branch including anticipated disbursements from reserves and gifts. Amendments to branch budgets must be reviewed by the Library Advisory Committee prior to review by the Board of Supervisors. Such amendments may include unanticipated or required reductions or increases in revenue via any source. Managing Cities shall provide County with copies of amendments to branch budgets upon County's request.

Annually each Managing City shall provide 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 located in that Managing City's zone shall include an itemization of salaries and wages, materials, supplies, and services, capital outlay, and use of reserves and gifts. 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 financial statements shall be submitted no later than sixty (60) days after the end of the fiscal year. Each Managing 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. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during Managing City's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), each Managing City shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Managing Cities shall be subject to, participate in, and cooperate with any audits, examinations or reviews, whether by COUNTY, the State, or the Federal Government.

If federal, state or COUNTY audit, examination or review exceptions, findings, adjustments or disallowances are made relating to this Agreement, each Managing City shall reimburse its share respectively of all such exceptions, adjustments, and disallowances.

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18. Gifts

Each Managing City shall have or adopt a gift policy, to inventory, characterize, track, and report on gifts made directly to a Managing City's individual branch library. Each Managing City shall provide a copy of its gift policy to the County. Each Managing City shall notify County of any changes made in the gift policy. In the event any person gives or bequeaths any gift directly to any library herein referred to, such gift shall be treated according to the gift policy of Managing City or County, as applicable. Any gift accepted for a library in the unincorporated areas of County shall become the property of County. Any gift accepted by a Main Library shall become the property of that Managing City. Each gift given directly to a library shall, to the extent desired by the presenter, contain specific reference regarding preferred use (i.e., programs, equipment, books etc.).

19. Emergency

In the event of an emergency (a) which results in a loss of library materials, and/or (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.

20. Assignment

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

21. 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

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not correctly inserted, then upon request of any party this Agreement shall forthwith be physically amended to make such insertion or correction.

22. 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:

County of Santa Barbara
George Chapjian,
Community Services Director
123 East Anapamu Street, 2nd Floor
Santa Barbara, CA 93101

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Dawn Jackson, Interim Library
Director
Santa Maria Public Library
421 S. McClelland Street
Santa Maria, CA 93454

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Sarah Bleyl, Library Director
Lompoc Public Library
501 E. North Avenue
Lompoc, CA 93436

Allison Gray, Library Director
Goleta Valley Library
500 North Fairview
Goleta, CA 93117

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Jessica Cadiente, Library Director
Santa Barbara Public Library
P.O. Box 1019
Santa Barbara, CA 93102

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Jody Thomas, Library Director
Carpinteria Public Library
5141 Carpinteria Avenue
Carpinteria, CA 93013

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.

23. 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.

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24. 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.

25. 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.

26. Entire Agreement and Amendment

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties regarding the subject matter hereof 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 its future rights to claim or assert that this agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver, or estoppel.

27. 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.

28. Compliance with Law

Each party hereto shall, at its sole cost and expense, comply with all County, State, and Federal ordinances, regulations, and statutes now in force or which may hereafter be in force with

FY 2022-2023 Agreement for Operation of a County-wide Library System

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.

29. 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.

30. 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.

31. 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 local, 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.

32. Digital and/or Electronic Signatures

Digital and/or electronic signatures created in a manner consistent with the County's Electronic and Digital Signature Policy ITAM-0430 (12/8/2020) shall satisfy the County's requirements for signing this document. Signatures can be made by electronic, scanned, faxed, and/or digital means. Contracts signed with proper electronic and digital signatures are valid and enforceable.

FY 2022-2023 Agreement for Operation of a County-wide Library System

ATTACHMENTS:

- Exhibit A – County Zone Service Delivery Map
- Exhibit B – Maintenance and Repair Responsibilities for County Owned Library Facilities

FY 2022-2023 Agreement for Operation of a County-wide Library System

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

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

By: Shirley LaGuerra
Deputy Clerk

RECOMMENDED FOR APPROVAL:
Community Services Department

DocuSigned by:
George Chappian
By: 89FB8FFFE9E4F2...
Department Head

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

DocuSigned by:
[Signature]
By: 6251CC884E8B41F...
Deputy County Counsel

COUNTY OF SANTA BARBARA

By: [Signature]
Chair, Board of Supervisors

Date: 7-12-22

APPROVED AS TO ACCOUNTING
FORM
Betsy M. Schaffer, CPA
Auditor-Controller

DocuSigned by:
Robert Geis
By: D25019E2AE094BE
Deputy

APPROVED AS TO FORM:
Greg Milligan
Risk Manager

DocuSigned by:
Gregory Milligan
By: DC240AC1F64247D
Risk Management

[Fund 0001, Dept. 057, LI Acct 7650, Program 2000]

FY 2022-2023 Agreement for Operation of a County-wide Library System

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the 20th
day of September, 2022.

CITY OF SANTA MARIA

By: *Olivia M. Patricia*
Mayor

ATTEST:

By: *WAS 9/20/2022*
City Clerk

APPROVED AS TO FORM:

By: *[Signature]*
City Attorney

APPROVED AS TO FORM:

By: *Rickal Kulok*
Risk Manager




FY 2022-2023 Agreement for Operation of a County-wide Library System

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the 23
day of August, 2022.


CITY OF SANTA BARBARA

By: 
City Administrator


ATTEST:

By: 
City Clerk

APPROVED AS TO FORM:

By: 
John Doimas
Asst. City Attorney

APPROVED AS TO FORM:


By: 
Risk Manager


FY 2022-2023 Agreement for Operation of a County-wide Library System

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the 27th
day of September, 2022.

CITY OF LOMPOC

ATTEST:

By: 
Mayor Jenelle Osborne

By: 
City Clerk Stacey Haddon

APPROVED AS TO FORM:

By: 
City Attorney
Jeff Malawny

FY 2022-2023 Agreement for Operation of a County-wide Library System

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the 21 day of October, 2022.

CITY OF GOLETA DocuSigned by: Robert Nisbet
By: _____ 1AEBACAD159E4D7...
City Manager

ATTEST: DocuSigned by: Deborah Lopez
By: _____ A3E09F3473CA47E...
City Clerk

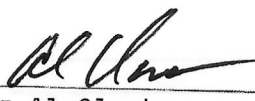
APPROVED AS TO FORM: DocuSigned by: Winnie Cai
By: _____ A1BF8F896161498...
City Attorney

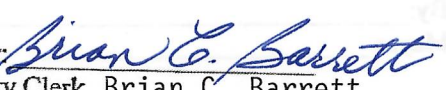
FY 2022-2023 Agreement for Operation of a County-wide Library System

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the 13th day of March, ~~2022~~, 2023.

CITY OF CARPINTERIA

ATTEST:

By: 
Mayor Al Clark

By: 
City Clerk Brian C. Barrett

APPROVED AS TO FORM:

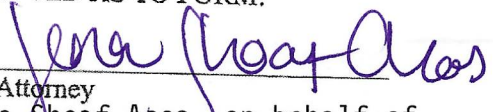
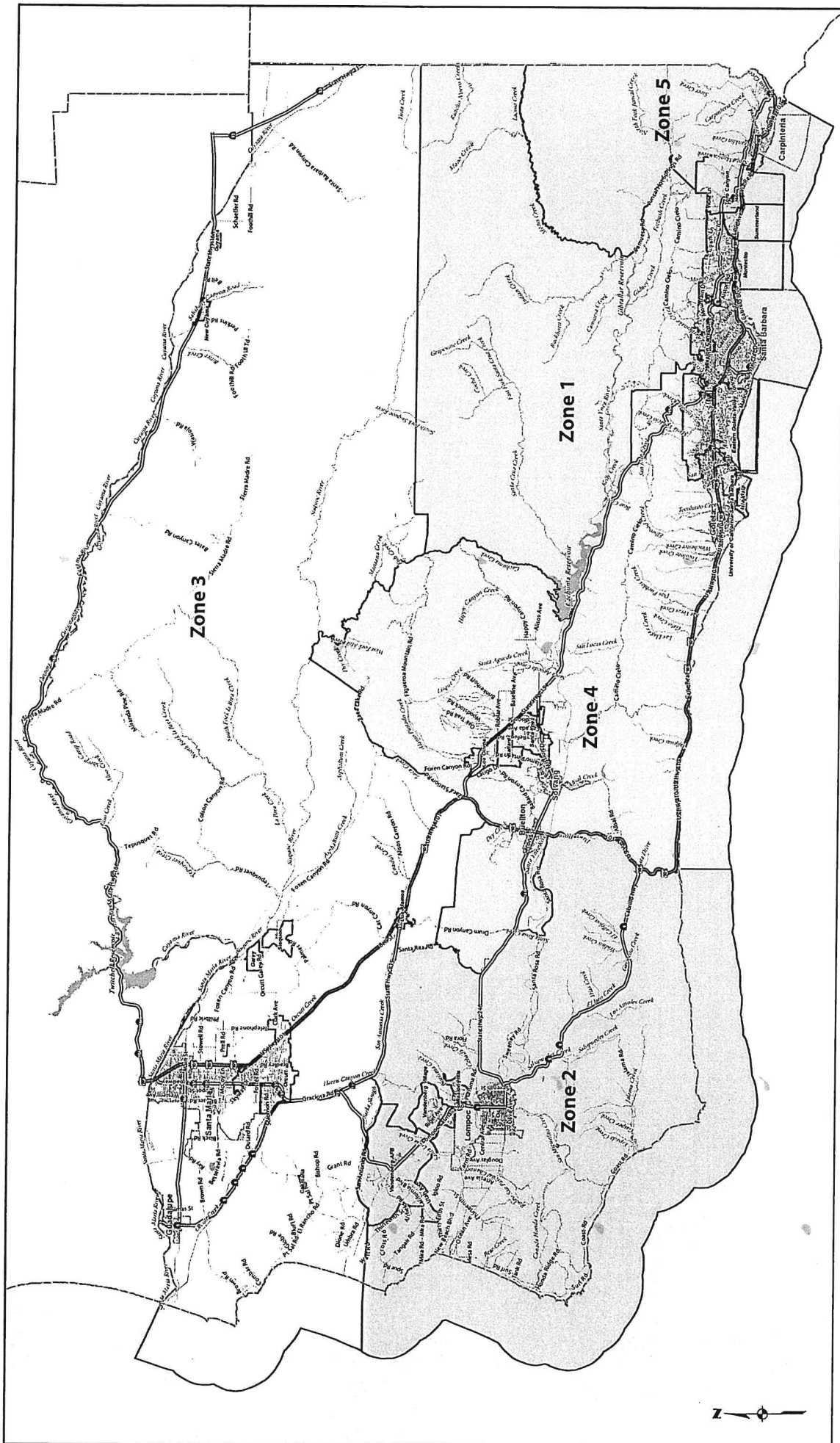
By: 
City Attorney
Jena Shoaf Acos, on behalf of
Brownstein Hyatt Farber Schreck, LLP
Acting as City Attorney of the City of Carpinteria

Exhibit A – Map of Library Service Delivery Zones
of the
FY 2022-2023 Agreement for Operation of a County-wide Library System



Santa Barbara County Library Zones 2022

Compiled by the Office of the County Surveyor in June 2022.
 Note: Library Zone 1 also includes San Miguel, Santa Rosa, Santa Cruz, and Santa Barbara Islands.

DRAFT

Based on 2020 US Census Blocks

NOTES: 1. This map is for informational purposes only. It is not intended to be used for legal or financial purposes. 2. The County Surveyor's Office is not responsible for any errors or omissions on this map. 3. The County Surveyor's Office is not responsible for any errors or omissions on this map. 4. The County Surveyor's Office is not responsible for any errors or omissions on this map. 5. The County Surveyor's Office is not responsible for any errors or omissions on this map.

- Legend**
- Roads
 - Rivers
 - Lakes
 - Places
 - Cities
- Library Zones 2022**
- 1
 - 2
 - 3
 - 4
 - 5



12/20/22

Exhibit B – Maintenance and Repair Responsibilities for Library Facilities
of the
FY 2022-2023 Agreement for Operation of a County-wide Library System

EXHIBIT "B"
 MAINTENANCE AND REPAIR RESPONSIBILITIES FOR COUNTY LIBRARY FACILITIES
 CUYAMA, MONTECITO, SOLVANG AND VANDENBERG VILLAGE

ITEM NO.	ITEM	NOT APPLICABLE	COUNTY	MANAGING CITY
1. Building Exterior				
	Repair Walls		X	
	Painted Surfaces*		X	
	Door and Window Trim		X	
	Doors, Hardware		X	
	Windows: Hardware and Screens		X	
	Locks		X	
	Roof		X	
	Rain Gutters		X	
	Flashing		X	
	Down Spouts		X	
	Lighting			
	Bulbs			X
	Fixtures		X	
	Transformers		X	
	Fluorescent Lights			X
	Ballast		X	
	Handrails		X	
	Signs (County Designation)		X	
	Timers			X
	Gutters		X	
	Decking Walkways		Replace	Maintain
	Exterior Patios		X	
	Decking (Overdecking on roof top area)		X	
	Water Softener, Filter and Conditioner		X	
	Stairs		X	
	Roof Drains		X	
	Gates		X	
	Gas/Water Lines		X	
	Elect. Lines		X	
	Phone/ Computer Lines			X
	Sewer Lines		X	

ITEM NO.	ITEM	NOT APPLICABLE	COUNTY	MANAGING CITY
2. Building Interior				
	Repair Walls		X	
	Painted Surfaces		X	
	Doors, Hardware		X	
	Locks		X	
	General Cleaning			X
	Floor, Sweeping and Cleaning			X
	Carpet, Vacuum and Cleaning			X
	Window Coverings			X
	Lighting			
	Bulbs			X
	Fixtures		X	
	Transformers		X	
	Fluorescent Lights			X
	Ballast		X	
	Handrails (ADA)		X	
	Signs			X
	Timers			X
	Drinking Fountains		X	
	Ceiling			X
	Showers			X
	Toilet/Urinals (Replacement)		X	
	Toilet/Urinals (Maintenance)			X
	Sink & Faucets (Replacement)		X	
	Sink & Faucets (Maintenance)			X
	Gas Lines		X	
	Water Lines		X	
	Sewer Lines/Drains		X	
	Phone Lines & Jacks			X
	Computer Lines & Jacks			X
	T.V. Cable & Jacks			X
	Phones			X
	Towel Racks			X

ITEM NO.	ITEM	NOT APPLICABLE	COUNTY	MANAGING CITY
	Garbage Disposal			X
	Refrigerator/ Microwave			X
	Stove			X
	Counter Tops, replacement		X	
	Cabinets, replacement		X	
	Dish Washer			X
	Trash Compactor			X
3. Grounds				
	Drinking Fountains		X	
	Mail Boxes			X
	Fences		X	
	Trash Bins			X
	Trash Enclosures		Replace	Maintain
	Bike Racks			X
	Signs (County)		X	
	Litter Pick-up			X
	Lighting			
	Parking Lot		X	
	Driveways		X	
	Walkways		X	
	Timers (external)		X	
	Timers (internal)			X
	Signs		X	
	Cleaning, Sidewalks, Walkways, Parking Lot			X
4. Landscaping				
	Trees		X	
	Shrubs		X	
	Flowers		X	
	Lawn		X	

ITEM NO.	ITEM	NOT APPLICABLE	COUNTY	MANAGING CITY
	Watering		X	
	Sprinkler, Repair and Replace		X	
	Headers		X	
	Rodent/Pest		X	
	Seeding		X	
	Fertilizer		X	
	Plant Trimming		X	
	Plant Removal		X	
	Plant Replacement		X	
	Tree Care & Trimming		X	
5. Mechanical Systems				
	Electrical Panels, Breaker, Interior		X	
	Electrical Fuses, Interior		Replace	Maintain
	Electrical Receptacle, Switches, Interior		X	
	Electrical Central Switches		X	
	Elevator		X	
	Heating		Replace	Maintain
	Air Conditioning		Replace	Maintain
	Water Heater		Replace	Maintain
6. Roadways/Parking Lots Repair & Maintenance				
	Striping		X	
	Handicap Signage		X	
	Asphalt Surface, Curbing		X	
	Cement Surface, Curbing		X	
	Wheel Stops		X	
	Drainage		X	
	Signs		X	

ITEM NO.	ITEM	NOT APPLICABLE	COUNTY	MANAGING CITY
7. Fire Equipment				
	Sprinklers		X	
	Hoses		X	
	Extinguisher (interior)			X
	Alarm Systems		X	
	Smoke Detectors		Replace	Maintain
8. Other Items				
	Paper supplies, dispensers, waste containers, soap in restrooms and kitchens			X
	Interior janitorial products and services			X
	Interior Floor Waxing, Sweeping			X
	Window Washing (interior & exterior)			X
	Exterior sweeping entry, sidewalks and walkways			X
	Janitorial service for public areas or common use areas			X
	Broken window glass or door glass**		X	
	Refuse, Rubbish and Garbage Disposal			X
	Cleaning Storage Rooms, Utility Rooms			X
	Exterminating		X	
	Carpet Replacement, Linoleum Replacement, and/or Tile Replacement		X	
	Building Foundation		X	
	Flooring (wood & concrete)		X	
	Utility mains & appurtenances		X	
	Library Drop Box			X