

FY [2021-2022] Agreement for Operation of a County-wide Library System

**AGREEMENT FOR OPERATION OF A 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,

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 GOLETA, a municipal corporation, hereinafter referred to as Goleta (Santa Barbara, 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 four managing Cities without the creation of County-operated duplicate establishments; and

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

FY [2021-2022] Agreement for Operation of a County-wide Library System

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 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 their respective City. The County, as well as each managing City, will 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 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.

Each managing City will participate in a shared cooperative library system. All materials purchased by a jurisdiction within the County of Santa Barbara should be available to all

## FY [2021-2022] Agreement for Operation of a County-wide Library System

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 their 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 [2021-2022] which begins on July 1, [2021] and ends on June 30, [2022].

### **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 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 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 cities of Carpinteria, Santa Barbara, and unincorporated areas of Montecito and Mission Canyon.

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.

## FY [2021-2022] Agreement for Operation of a County-wide Library System

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 communities of the Eastern Goleta Valley, Community Service Area 3 (CSA 3), Isla Vista, Gaviota, Hope Ranch, Los Olivos, and Santa Ynez.

e. 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 CSD 90 days prior to implementation to allow time for such consultation and to schedule with the LAC. CSD will consult with the Library Director within 30 days of such notice of pending changes. County branches include: County/City branch libraries within the cities of Carpinteria, 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 2021/22:

- a. County agrees to contribute \$4,407,466 in Fiscal Year 2021/22, which sum provides a per capita level of support of \$3,671,960 approximately \$8.03 for library services, to be used for operations and acquisition of books/materials for each inhabitant of County and an additional amount of \$735,506 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 [2021/2022] Fiscal Year, the parties hereto agree the population count in each of the library zones as determined in accordance with the subpart b below is as follows:

## FY [2021-2022] Agreement for Operation of a County-wide Library System

Libraries/Zones	Population Estimates	FY21-22 \$8.03 base per capita (incl. CPI)	FY21-22 Cannabis Funding	FY21-22 Small Branch Library Fund	Total Awarded Amount by Zone
Santa Barbara/Eastside	99,424	\$798,772	-	-	\$798,772
Carpinteria	17,642	144,284	84,932	50,638	279,854
Montecito	10,583	90,889	195,518	12,272	298,679
<b>Zone 1 Total</b>	<b>127,649</b>	<b>1,033,946</b>	<b>280,450</b>	<b>62,910</b>	<b>1,377,306</b>
Lompoc	50,054	402,134	-	-	402,134
Vandenberg Village	9,381	76,511	38,127	12,200	126,838
<b>Zone 2 Total</b>	<b>59,435</b>	<b>478,645</b>	<b>38,127</b>	<b>12,200</b>	<b>528,972</b>
Santa Maria	106,941	859,164	-	-	859,164
Cuyama	1,328	11,195	17,531	-	28,726
Guadalupe	7,604	61,955	28,809	-	90,764
Los Alamos	1,890	16,034	28,326	-	44,360
Orcutt	36,046	292,758	105,490	1,732	399,980
<b>Zone 3 Total</b>	<b>153,809</b>	<b>1,241,106</b>	<b>180,156</b>	<b>1,732</b>	<b>1,422,994</b>
Goleta	92,382	742,197	-	-	742,197
Buellton	10,659	87,685	68,359	-	156,044
Solvang	10,659	88,382	91,572	-	179,954
<b>Zone 4 Total</b>	<b>113,700</b>	<b>918,264</b>	<b>159,931</b>	<b>-</b>	<b>1,078,195</b>
<b>TOTAL:</b>	<b>454,593</b>	<b>\$3,671,960</b>	<b>\$658,664</b>	<b>\$76,842</b>	<b>\$4,407,466</b>

- 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 20/21 population based upon June 1, 2020 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

## FY [2021-2022] Agreement for Operation of a County-wide Library System

Number Three, CSA No. 3, (Exhibit C, which is attached hereto and incorporated herein by reference), which are expected to total approximately \$205,000 which 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 Cities under this Agreement shall be made in two installments: the first after execution of this Agreement by all parties, 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 City shall be conditioned on that City having complied with the appropriate reporting requirements, according to methods provided for in Section 16 hereof.
- e. In the event that any of the funds herein provided for are not expended by the Cities within the year for which said funds are budgeted, the same shall be retained by the 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 City as provided herein shall be used for purposes other than the performances by that City of the administration, maintenance and operation of a consolidated library service with 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

## FY [2021-2022] Agreement for Operation of a County-wide Library System

amount at least equal to County funding for libraries within their jurisdiction as shown in Table within section (a) above. Payments from partner cities shall be made according to the schedule in section (d) above.

- h. If a branch library moves from one zone to another, or creates a new zone, the County may reserve funding allocated to the new zone to reimburse the previous administering library 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 exclusive rights on any City or library zone to any such County-owned branch library building in any zone. County may designate any such County building for use by a particular City or Cities to serve a particular zone or zones, or a portion thereof. In making designations of County buildings, County shall consider the recommendations of the Library Advisory Committee, as well as public comments and other relevant information.

Each 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, City shall vacate said building and return that building to County in the same condition as the 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 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 Carpinteria, 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 City responsible for administering the zone where the branch library is located.

## FY [2021-2022] Agreement for Operation of a County-wide Library System

Each managing City shall solely be responsible for the cost of purchasing all office and restroom supplies needed for the operation of the 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 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. 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 City's responsibility and that exceed the funds available to a responsible City, that City shall send written notice to County's Community Services Director. For maintenance and repairs that are the responsibility of County hereunder, each 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, 2<sup>nd</sup> 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 under each 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.



## FY [2021-2022] Agreement for Operation of a County-wide Library System

**11. Utilities**

Each managing City shall be responsible for paying the utilities and connection costs associated with the branch locations under 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 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) to cover the costs of utilities. In June, County will deduct the actual cost of the utilities from the \$5,000 withholding and then transfer any remaining balance to Goleta (Zone 4) and Santa Maria (Zone 3), as applicable. Any additional utility costs that are incurred at 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 and Santa Maria for Cuyama).

**12. Administration Charges**

Each managing City may recover from the funds 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; strategic planning.
- b. Human Resources Management, including time sheets; payroll; staff evaluations processing; promotions; new hire and termination processing; scheduling; training; internal communications.
- c. Risk Management, including on the job injury and workers' compensation forms and reporting processing; building insurance reporting.

## FY [2021-2022] Agreement for Operation of a County-wide Library System

- d. Accounting, including reconciliation of cash receipts; materials (books, magazines, audio books, DVDs) purchases, receipt and verification; invoice payment; digital vendor service initiation, purchase and monitoring; 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.
- h. User account management, including shipment, returns, holds, problem solving accounts, managing disputes, 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, collection management.
- j. Other: including ordering supplies and equipment; centralized liaison for services and communications with external parties; publicity and PR support; technical troubleshooting; website and social media updates.
- k. Allocated costs.

Each managing City shall document the financial basis for its administration charge 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 renewed each year, unless replaced at the pleasure of the Board of Supervisors or by request of the nominating jurisdiction.

## FY [2021-2022] Agreement for Operation of a County-wide Library System

Each managing City shall nominate one member for appointment by the Board of Supervisors. In addition, the partner cities of Carpinteria, Buellton, Guadalupe, and Solvang, in recognition of their significant contributions to free library service within 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.

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

## FY [2021-2022] Agreement for Operation of a County-wide Library System

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 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 City to which it is designated, and by its officers, agents, employees or volunteers acting on City's behalf or at City's direction, with single limit coverage of not less than \$1 million. Each 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 City to which a branch library building has been designated prior to performance by County. 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 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

## FY [2021-2022] Agreement for Operation of a County-wide Library System

leased building, 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 City is allowed to use the funds herein made available for the stated purpose of property insurance for contents in its respective branch facilities.

**16. Budget, Revenue/Expenditure and Services Plan**

- a. On or before November 30, each Library Director shall confer with the County and a representative from each city in which a branch library operates in their zone to review expected funding and service levels for the next fiscal year. CSD will initiate and lead this effort.
- b. Upon completion of review of expected funding and service levels under subsection (a) on or before January 31, 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) and notify the Library Director of expected funding amounts from the County, partner city, friends and other sources for the upcoming fiscal year.
- c. Upon completion of the activities in both subsections (a) & (b) on or before March 1 of each year, each Library Director will submit to the County a Revenue/Expenditure plan and proposed budget for each branch. Such plan shall include
  - Operations budget and reserves
  - Gifts
  - 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

## FY [2021-2022] Agreement for Operation of a County-wide Library System

- A library services plan for any unincorporated community within their 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 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 Board of Supervisors. Such amendments may include unanticipated or required reductions or increases in revenue via any source. County shall be provided with copies of any amendments to said budget upon 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 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 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 City's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), each 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). Cities shall be subject to, participate in, and

## FY [2021-2022] Agreement for Operation of a County-wide Library System

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 City shall reimburse their share respectively of all such exceptions, adjustments and disallowances.

### **18. Gifts**

Each managing City shall have or adopt a gift policy, to inventory, characterize, track and report on gifts made directly to a 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 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 will, 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 void.

FY [2021-2022] Agreement for Operation of a County-wide Library System

**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 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, 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101

~~

Mary Housel, Library Director  
Santa Maria Public Library  
421 S. McClelland Street  
Santa Maria, CA 93454

~~

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

~~

Jessica Cadiente, 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.



FY [2021-2022] Agreement for Operation of a County-wide Library System

**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.

**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 their future right 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.

FY [2021-2022] Agreement for Operation of a County-wide Library System

**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 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.

FY [2021-2022] Agreement for Operation of a County-wide Library System

**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.

ATTACHMENTS:

- Exhibit A – County Zone Map
- Exhibit B – Maintenance and Repair Responsibilities
- Exhibit C – CSA 3 Map

FY [2021-2022] 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  
CLERK OF THE BOARD

“COUNTY”  
COUNTY OF SANTA BARBARA:

By: \_\_\_\_\_  
Deputy Clerk

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

APPROVED AS TO FORM:  
BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

RECOMMENDED FOR APPROVAL:

DocuSigned by:  
*Robert Gais*  
By: \_\_\_\_\_  
D25019E2AF094BE...  
Auditor-Controller

DocuSigned by:  
*Geo Chapjian*  
By: \_\_\_\_\_  
516A633ACF984E9...  
George Chapjian  
Community Services Director

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

DocuSigned by:  
*[Signature]*  
By: \_\_\_\_\_  
D0A627A89DD64A5...  
Deputy County Counsel

APPROVED AS TO FORM:  
RAY AROMATORIO, ARM, AIC  
RISK MANAGEMENT

DocuSigned by:  
*Ray Aromatorio*  
By: \_\_\_\_\_  
D3DB8526E16F47F...  
Risk Manager

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

FY [2021-2022] Agreement for Operation of a County-wide Library System

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the \_\_\_\_\_  
day of \_\_\_\_\_, 2021.

CITY OF SANTA MARIA

ATTEST:

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

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

FY [2021-2022] Agreement for Operation of a County-wide Library System

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the \_\_\_\_\_  
day of \_\_\_\_\_, 2021.

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

FY [2021-2022] Agreement for Operation of a County-wide Library System

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the \_\_\_\_\_  
day of \_\_\_\_\_, 2021.

CITY OF LOMPOC

ATTEST:

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

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

APPROVED AS TO FORM:

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

FY [2021-2022] Agreement for Operation of a County-wide Library System

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the \_\_\_\_\_  
day of \_\_\_\_\_, 2021.

CITY OF GOLETA

ATTEST:

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

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

APPROVED AS TO FORM:

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



**Exhibit A – Map of Library Zones**

of the

FY 2021-2022 Agreement for Operation of a County-wide Library System



**Exhibit B – Maintenance and Repair Responsibilities for Library Facilities**  
of the  
FY 2021-2022 Agreement for Operation of a County-wide Library System

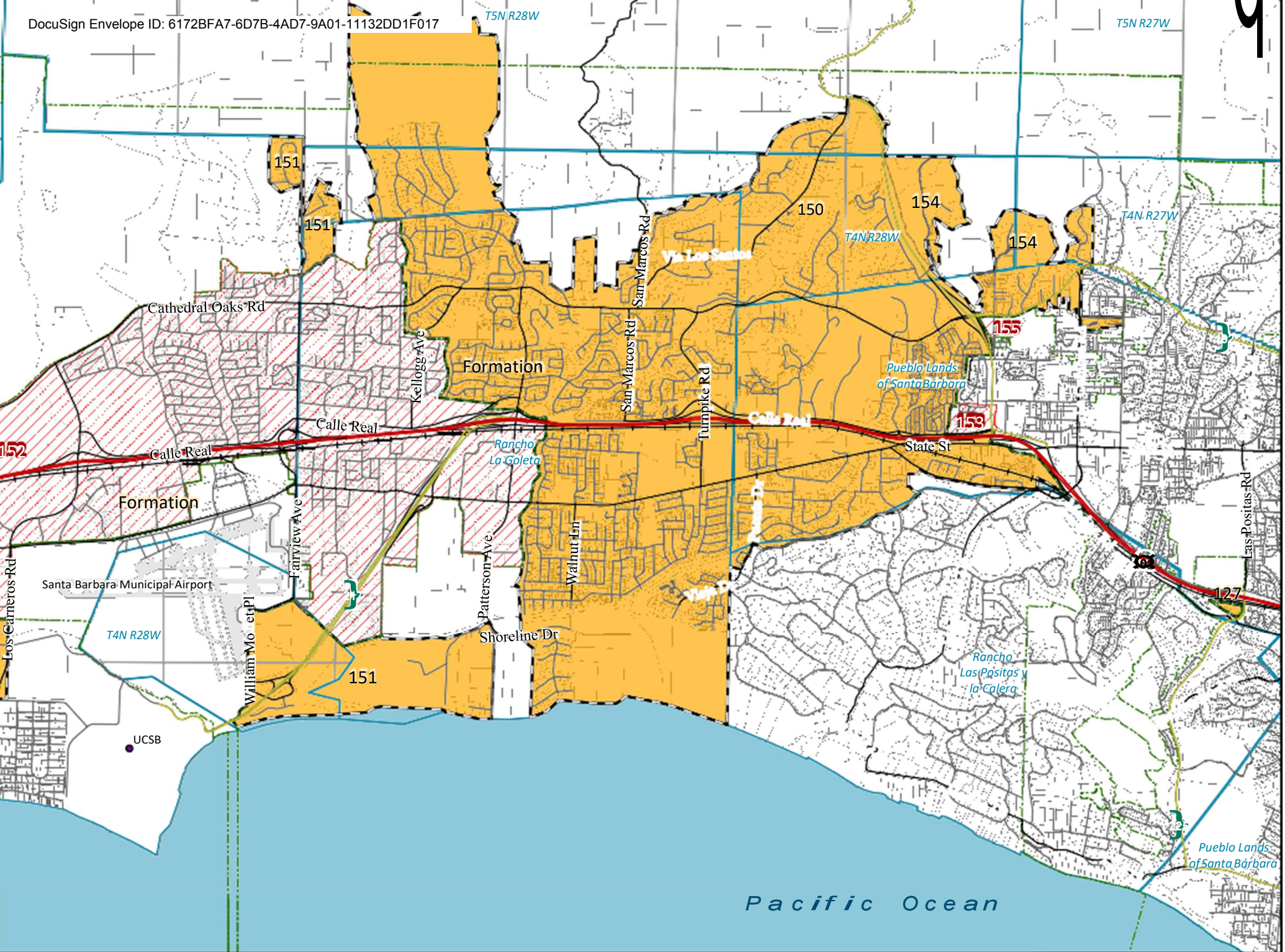
<b>Maintenance and Repair Responsibilities for Library Facilities</b>		
<b>Category</b>	<b>Tenant</b>	<b>Owner</b>
<u><i>Building Exterior</i></u>		X
Repair Walls		X
Painted Surfaces		X
Door and Window Trim		X
Doors and hardware		X
Locks		X
Roof		X
Rain Gutters		X
Flashing		X
Down Spouts		X
Pest Control (tenting only)		X
<u><i>Lighting</i></u>		
Bulbs	X	
Fixtures		X
Transformers		X
Fluorescent bulbs	X	
Ballast		X
<i>Handrails</i>		X
<i>Signs (County designation)</i>		x
<i>Timers</i>	X	
<i>Sewer Pipes</i>		X
<i>Decking</i>	MAINTAIN	REPLACE
<i>Exterior Patios</i>		X
<i>Water Softner, Filter and Conditioners</i>		x
<i>Stairs</i>		X
<i>Roof Drains</i>		X
<i>Gates</i>		X
<i>Gas/Water Pipe Heaters</i>		X
<i>Electrical Lines</i>		X
<i>Phone/Computer lines</i>	X	
<u><i>Building Interior</i></u>		
Structural Walls		X
Painted Surfaces		x
Door Hardware		x
Locks		x
General Cleaning	X	
Floor, Sweeping and Cleaning	X	
Carpet, Vacuum and Cleaning	X	
Window Coverings	X	
<u><i>Lighting</i></u>		
Bulbs	X	
Fixtures		X
Transformers		X
Fluorescent bulbs	X	
ballast		X
<i>Handrails (ADA)</i>		X
<i>Signs</i>	X	

<b>Category</b>	<b>Tenant</b>	<b>Owner</b>
<i>Timers</i>	X	
<i>Drinking Fountains</i>		X
<i>Ceiling</i>	X	
<i>Showers</i>	X	
<i>Toilet/Urinals</i>	MAINTAIN	REPLACE
<i>Sink and Faucets</i>	MAINTAIN	REPLACE
<i>Gas Pipe Lines</i>		X
<i>Water Pipe Lines</i>		X
<i>Sewer Pipe Lines</i>		X
<i>Phone Lines and Jacks</i>	X	
<i>Computer Lines and Jacks</i>	X	
<i>TV Cables and Jacks</i>	X	
<i>Phones</i>	X	
<i>Towel Racks</i>	X	
<i>Garbage Disposal</i>	X	
<i>Refrigerator/Microwave</i>	X	
<i>Stove</i>	X	
<i>Counter Tops</i>	MAINTAIN	REPLACE
<i>Cabinets</i>	MAINTAIN	REPLACE
<i>Dish Washer</i>	X	
<i>Trash Compactor</i>	X	
<u><i>Grounds</i></u>		
Drinking Fountains		X
Mail Boxes	X	
Fences		X
Trash bins	X	
Trash Enclosures	MAINTAIN	REPLACE
Bike Racks	X	
Signs		x
Litter Pick-up	X	
Lighting		
Parking Lot		x
Driveway		x
Walkway		x
Timers-external		x
Timers-internal	X	
Signs		x
Cleaning, sidewalks, walkways, parking lots	X	
<u><i>Landscaping Cuyama has no landscaping due to no funds</i></u>		
Trees		x
Shrubs		x
Flowers		x
Lawn		x
Watering		x
Sprinkler, Repair and Replace		x
Headers		x
Rodent/Pest Control (limit to \$5,000/yr)		x
Seeding		x
Fertilizer		x
Plant Trimming		x

Category	Tenant	Owner
Plant Removal		X
Plant Replacement		X
Tree Care and Trimming		X
<u>Mechanical Systems</u>		
Electrical Panels, break and interiors		X
Electrical fuses, interior	MAINTAIN	REPLACE
Electrical receptacle, switches, interior		X
Electrical central switches		X
Elevator		X
Heating	MAINTAIN	REPLACE
Air Conditioning	MAINTAIN	REPLACE
Water Heater	MAINTAIN	REPLACE
<u>Roadways/Parking Lots Repair and Maintenance</u>		
Striping		X
Handicap Signage		X
Asphalt Surface, Curbing		X
Cement Surface, Curbing		X
Wheel Stops		X
Drainage		X
Signs		x
<u>Fire Equipment</u>		
Sprinklers		X
Hoses		X
Extinguishers (interior)	X	
Alarm Systems		X
Smoke Detectors	MAINTAIN	REPLACE
<u>Other Items</u>		
Paper supplies, dispensers, waste containers, soap in restrooms and kitchens	X	
Interior Janitorial Products and supplies	X	
Interior floor waxing and sweeping	X	
Window Washing (interior/exterior)	X	
Exterior sweeping entry, sidewalk, walkways	X	
Janitorial services for public areas or common use areas	X	
Broken Window glass or door glass		x
Refuse, rubbish and garbage disposal	X	
Cleaning storage room, utility room	X	
Exterminating		x
carpet/linoleum/title replacement		x
Library drop box	X	
Building Foundation		X
Flooring (wood/concrete)		X
Utility mains and appurtenances		X

**Exhibit C – Map of Community Service Area 3 (CSA 3)**  
of the  
FY 2021-2022 Agreement for Operation of a County-wide Library System





**Legend**

