

AGREEMENT FOR OPERATION OF A COUNTYWIDE LIBRARY SYSTEM

THIS IS AN AGREEMENT BY AND BETWEEN:

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

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

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

CITY OF SANTA MARIA, a municipal corporation, hereinafter referred to as Santa Maria, (the Cities are hereinafter referred to either singularly as “City” or collectively as “Cities”)

WITNESSETH THAT:

WHEREAS, the parties hereto desire to contract for the furnishing to all inhabitants of the County of Santa Barbara, including residents of the Cities, a uniform financial level of County-wide library services provided by the County; and

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

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

WHEREAS, each city is a member of the Black Gold Cooperative Library System, a service agency established by the authorization of 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 State Public Library Fund money to supplement, but not supplant, local revenues appropriated for public libraries;

NOW, THEREFORE, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE.

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

2. SERVICES TO BE RENDERED.

Each of the contracting Cities shall assume and provide the services of a public library for the zone herein designated to it, including the incorporated cities within such zone, as described further in Section 5, below. The Chief librarian for each of the three contracting Cities shall plan and administer a consolidated library program in the incorporated and unincorporated areas of the respective zone.

Each of the Cities agree that all books in its library belonging either to the Cities or the County shall be equally available to all of the inhabitants within the zone designated to the Cities regardless of the inhabitants' residence within or outside an incorporated city and regardless of whether said books are drawn through a branch or through a city's main library; and that the interchange of books and materials be continued among all parties in the three library zones.

3. TERM.

This Agreement shall be for a term commencing on July 1, 2012, and continuing through June 30, 2013. Subject to County budgetary appropriations and availability of funds, the amount of money to be allocated and paid to each of the Cities shall be based on:

Population figures certified for January 1 of each prior fiscal year as shown in the California State Library (Certification of Population Figures). In no event shall this amount exceed the sum or sums, if any, so budgeted by County. (Exhibit A)

4. TERMINATION BY COUNTY OR WITHDRAWAL BY CITIES.

At any time during the term of this Agreement or any extension thereof, County may, on six (6) months' prior written notice to Cities, terminate this Agreement. At any time during the term of this Agreement or any extension thereof, the Cities that are a party to this Agreement may, on six (6) months' prior written notice to the County and other cities that are parties, withdraw from and cease to be a party to this Agreement. Should any of the Cities withdraw from this agreement, funds previously distributed to the Cities shall be repaid to County on a pro rata basis.

5. LIBRARY ZONES.

a. Santa Barbara shall have the primary obligation to furnish library service to all persons inhabiting Library **Zone 1**, including the City of Carpinteria, City of Goleta, City of Santa Barbara, City of Solvang and the unincorporated areas including the communities of Isla Vista, Los Olivos, Montecito, and Santa Ynez.

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

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

d. The Cities may not change the level of service (i.e., hours of operations or staffing) to the County branches without prior consultation with the County 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.

6. DEPOSIT AND ALLOTMENT OF FUNDS.

Contribution for FY 2012/2013:

a. County agrees to **contribute \$2,550,403 for Fiscal Year 2012/2013**, which sum provides a per capita level of support of approximately \$5.98 for library services, to be used for operations and acquisition of books/materials for each inhabitant of the County of Santa Barbara. For the purpose of making the allotments provided for in this paragraph for the **2012/2013** Fiscal Year, the parties hereto agree that the population count in each of the library zones as determined in accordance with the provisions below is as follows:

POPULATION BASE PER PLF CERTIFICATION		
<i>Proposed 2011 for use for FY 12/13 - \$5.984206 Per Capita</i>		
Zone 1 - Santa Barbara	218,503	\$1,307,567
Zone 2 - Lompoc	64,612	\$ 386,652
Zone 3 - Santa Maria	<u>143,074</u>	\$ <u>856,184</u>
TOTAL:	426,189	\$2,550,403

b. It is understood and agreed by the parties hereto that, except as otherwise provided in this Agreement, County's total contribution under this section is based on the population estimates prepared by the California State Library (Certification of Population Figures) published

the first of June each year; and, that the allocation thereof by library zones is based on the breakdown of such population figures, but is one year in arrears (i.e., FY 11/12 population based upon June 1, 2010 data).

c. In addition to the sums set forth above, Zone 1, the Goleta Branch Library, shall receive approximately \$170,000 or funds as are actually collected within the unincorporated portion of County Service Area Number Three, CSA No. 3, (Exhibit B), 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 proceeding the applicable tax year as the base. These funds shall be used only for the purposes set forth in Measure "L". This assessment is collected through the property tax payment process and is due April 15, within the fiscal year of the agreement. Therefore, these funds are payable in the fourth quarter of the fiscal year.

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

e. In the event that any of the funds herein provided for are not expended by the Cities within the year for which said funds are budgeted, the same shall be returned to the branch fund and held in library reserve to be reconsidered for distribution for the ensuing year.

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

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 the County, and no City or library zone shall have exclusive rights to any such County-owned branch library building. 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. Upon a change or termination of such building designations, said City shall vacate said building and return said building to County in the same condition as the City received it, usual wear and tear excepted.

8. FURNISHINGS, EQUIPMENT AND SUPPLIES

The parties agree that 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 the County only in the branch libraries where the County is responsible for the property insurance for the building and contents as set forth in Section 15. 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 the contracting Cities responsible for administering the zone where said branch library is located.

Each contracting City shall solely be responsible for the cost of purchasing all office and restroom supplies needed for the operation of the libraries located within each Cities' respective zone. Each City is allowed to use the funds herein made available for the stated purpose of purchasing these supplies for its branch locations.

9. FACILITY MAINTENANCE AND REPAIR

Each contracting City shall perform maintenance, repair and replacement work at the various branch libraries located within the Cities respective zone wherein the contracting City is referenced as "Library" and the County as "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 exceed the funds available to a responsible city, the responsible Cities shall send written notice to the Community Services Director. For maintenance and repair responsibilities that are the responsibility of the County hereunder, the Cities shall send a written request for service to the County at the address noted below:

County of Santa Barbara, General Services Department

Attn: Facilities Manager, Scott Hosking

1105 Santa Barbara Street - Courthouse East Wing 2nd floor

Santa Barbara, CA, 93101

Email: shosking@co.santa-barbara.ca.us

Phone: 805.568.2533

The 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 contracting City shall be responsible for directly managing and paying costs for janitorial services at each branch location under each respective zone. The Cities are allowed to use the funds herein made available for the stated purpose of janitorial services.

11. UTILITIES

Each contracting City shall be responsible for paying the utilities and connection costs associated with the branch locations under each respective zone. Said utility service costs shall include charges for electricity, water, natural gas, telephone, cable and sewer services. The Cities are allowed to use the funds herein made available for the stated purpose of paying utilities at its branch locations. Since the County is assuming responsibility for paying utilities (electricity, natural gas, refuse and water) at the Solvang branch (located within Zone 1) and the Cuyama branch (located within Zone 3), the County will withhold \$5,000 from its allocations to both Santa Barbara (Zone 1) and Santa Maria (Zone 3) to cover the costs of utilities. The County will deduct the actual cost of the utilities in June from the \$5,000 withholding and then transfer any remaining balance to the respective cities of Santa Barbara (Zone 1) and Santa Maria (Zone 3). Any additional utility costs that are incurred at Solvang or Cuyama branch locations that are not directly charged to the County will be paid by the Cities responsible for administering that zone (i.e., Santa Barbara for Solvang and Santa Maria for Cuyama).

12. LIBRARY ADVISORY COMMITTEE

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

Each contracting City, namely Santa Maria, Lompoc, and Santa Barbara, shall nominate one member for appointment by the Board of Supervisors. In addition, the Cities of Carpinteria,

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

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

- a. Ensure adequate library services to all the inhabitants of the County of Santa Barbara;
- b. Review annually the operation of the library system and this Agreement;
- c. Submit advisory recommendations to ensure adequate service to branch libraries;
- d. Assure adequate exchange of information among libraries;
 - Determine the level of service necessary to ensure adequate library services for all the residents of the County;
 - Consider site locations and building programs;
 - Receive notices of reductions to the level of library services; and
 - Receive citizen input regarding library-related issues and make recommendations thereon.

13. STATE PUBLIC LIBRARY FUND

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

b. Any funds received by the cities from the PLF pursuant to California Education Code Section 18025 shall be retained by the cities provided that County branches are provided a share of those funds on a per capita distribution system consistent with Section 6 of this agreement.

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

The 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 the 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. The City shall also maintain Workers' Compensation coverage as required by the California Labor Code and employers' liability insurance. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the County. Said general and automobile liability insurance policy shall name the County of Santa Barbara, its officers, agents and employees as additional insured, and shall not be canceled without giving at least thirty (30) days' prior written notice to County. County shall be furnished with a certificate of insurance by the City to which a branch library building has been designated prior to performance by the County. A copy of the endorsement evidencing that the County has been added as a named additional insured on the policy must be attached to the certificate of insurance. Said policy or policies shall include severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory

to the full limits stated in the declarations, and if the County has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only”.

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

The property insurance for each building shall be borne by the entity that owns the building. For branch locations housed within a County-owned building, the 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 the branch libraries that are located within a leased building, the city that is the lessee of the building space shall assume responsibility for property insurance. For the purpose of this Agreement, “content” includes furnishings, equipment 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 AND REVENUE/EXPENDITURE PLAN

On or before March 1 of each year each City shall submit to the County a 3-year Revenue/Expenditure plan and proposed budget for each branch. Such plan shall include operations and capital budgets as well as all reserves and all gifts designated to a given branch. The 3-Year Revenue/Expenditure plan will be reviewed with the Library Advisory Committee as part of budget development and long-term planning processes.

17. REPORTS OF RECEIPTS AND DISBURSEMENTS

Upon adoption of a library budget by the Board of Supervisors, each City shall provide to the County a written copy thereof 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. The County shall be provided with copies of any amendments to said budget upon request.

Annually each City shall provide the County with a statement on all receipts and disbursements made pursuant to this Agreement, listing all items of receipt and expenditure throughout the year. Such statements showing the amount spent in each respective County branch located in the 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.

18. GIFTS

Each library shall adopt a gift policy, to inventory, characterize, track and report on gifts made directly to an individual branch library. Each City shall notify the County upon request of any changes made in the gift policy. In the event that any person shall give or bequeath any gift directly to any library herein referred to, such gift shall be treated according to the gift policy of each library zone. Any gift accepted for a library in the unincorporated areas of the County shall become the property of the County, but designated for use by the branch library serving said zone. Each gift given directly to a library will, to the extent desired by the presenter, contain specific reference regarding preferred use (i.e., general operations, equipment, books etc.)

19. EMERGENCY

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

20. ASSIGNMENT

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

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
Herman Parker, Community Services Director
105 E. Anapamu Street Suite 406
Santa Barbara, CA 93101

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

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

~
Irene Macias, 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.

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. NO WAIVER OF DEFAULT

No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient at the sole discretion of County.

27. ENTIRE AGREEMENT AND AMENDMENT

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

28. 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.

29. COMPLIANCE WITH LAW

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

30. 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.

31. 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.

32. 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.

33. FACSIMILE SIGNATURES

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

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

COUNTY OF SANTA BARBARA

By: _____

Chair, Board of Supervisors

Date: _____

ATTEST:
Chandra L. Wallar
Clerk of the Board

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

By: _____
Deputy

By: _____
Deputy

APPROVED AS TO FORM:

Dennis A. Marshall
County Counsel

APPROVED AS TO FORM:

Ray Aromatorio
Risk Manager

By: _____
Deputy County Counsel

By: _____
Deputy

[Fund 0001, Dept. 057, LI Acct 7650, Prog. 1210]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 2012.

CITY OF SANTA MARIA

ATTEST:

By: _____
Mayor

By: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
Risk Manager

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 2012.

CITY OF SANTA BARBARA

ATTEST:

By: _____
City Administrator

By: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
Risk Manager

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 2012.

CITY OF LOMPOC

ATTEST:

By: _____
Mayor

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney