

ORCUTT LIBRARY TENANT IMPROVEMENT AGREEMENT

City of Santa Maria Funding Contract

For

Orcutt Library Tenant Improvements

This contract ("Contract") is entered into on October 26, 2010, by and between the County of Santa Barbara (hereinafter "COUNTY"); and the City of Santa Maria (hereinafter "CITY") for the use of development impact fees collected by the County for library purposes under Government Code Section 66000 et seq. and additional County funds for tenant improvements at the Orcutt Branch Library facility located within the Orcutt Union Plaza at 175 S. Broadway Street, Orcutt, California, 93455.

COUNTY and CITY agree as follows:

1. STATEMENT OF WORK AND REPORTING

- A. CITY agrees to conduct the project described in the Statement of Work attached hereto as "Exhibit A", and incorporated by this reference, sometimes hereinafter referred to as the "Project". All expenditures under this Contract shall be consistent with the budget attached hereto as "Exhibit B" and incorporated by this reference ("Budget") which identifies the eligible items on which funds distributed under this Agreement may be spent.
- B. CITY agrees to act as lead agency for the Project and is responsible for compliance with CEQA and other environmental requirements associated with the Project.
- C. CITY shall use all funds dispersed hereunder for tenant improvements at the Orcutt Branch Library located within the Orcutt Union Plaza at 175 S. Broadway Street in Orcutt.
- D. All funds provided under this contract may only be used by City to acquire, construct and install library facilities including public improvements and community amenities including but not limited to library improvements, library equipment, buildings, books, and related planning, engineering, construction activities. Any funds distributed under this contract that are used for other purposes than enumerated above and set forth in the Budget shall be reimbursed to the County within 30 days.
- E. Minor program changes may be made to the Statement of Work only upon prior written approval by COUNTY.
- F. In carrying out the Project, CITY agrees that the objectives of the Project are those stated and set out in Exhibit "A".
- G. CITY agrees to construct, own and maintain tenant improvements rendered at the Orcutt Branch Library located within the Orcutt Union Plaza at 175 S. Broadway Street in Orcutt for at least twenty (20) years. CITY shall maintain and operate a public library at that location at all times during the term of this agreement.

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2. EFFECTIVE DATE OF CONTRACT – TERM

- A. The term of this Contract shall be from the date fully executed by all parties and shall terminate on October 26, 2030, unless sooner terminated as provided herein, and further provided that the term of this Contract may be extended as provided for herein.

3. DISBURSEMENT OF FUNDS

Subject to the terms and conditions contained in this Contract, COUNTY agrees to provide funds to CITY in an amount not to exceed the sum of Four Hundred Thousand Dollars (\$400,000).

- A. Payments under this Contract shall be made on a reimbursement basis. CITY must submit to COUNTY an invoice which sets forth the amounts actually expended by the CITY for the Project provided that said expenses are included in the Budget. The invoice should include a description of the expense, the total budgeted amount for the category, the amount requested to be reimbursed for each budget category, and the total amount expended for each budget category to date and be accompanied by supporting documentation such as paid receipts for each expense. CITY shall submit invoices in increments of fifty thousand (\$50,000). COUNTY shall pay CITY for all expenses stated on the invoice which are approved by COUNTY pursuant to this Contract no later than the thirtieth day after the invoice is received.
- B. CITY shall indemnify and hold COUNTY harmless from any liability or damage resulting from any failure to make, or delay in making payments.

4. CITY RECORDS

The CITY shall keep accurate written records of all expenses incurred by it and of monies received by it and of any studies, statistics and reports made or issued by CITY in conducting the Project. In particular CITY shall keep all such records and documents as may be necessary to enable COUNTY to determine whether or not the funds to be allocated pursuant to the terms of this Contract have been or are being used in compliance with the provisions adopted thereunder. At COUNTY'S request, CITY shall furnish COUNTY with a copy of any record maintained by CITY pursuant to the terms of this Contract. CITY shall maintain all such records for at least five (5) years after the date on which this Contract terminates.

5. AUDIT REQUIREMENTS

CITY shall maintain records of expenditures for four (4) years. COUNTY shall have the right to audit and review all records maintained by CITY pursuant to the terms of this Contract. Any such audit and review may be conducted at any time during regular business hours.

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6. STATEMENT OF WORK AND BUDGET – BUDGET ACCOUNTABILITY

CITY shall not obligate or expend grant funds for purposes other than those shown in the Budget and Statement of Work.

7. REIMBURSEMENT OF IMPROPER EXPENDITURES

If at any time within it is determined by COUNTY that funds provided for under the terms of this Contract have been used by or on behalf of the CITY in a manner or for a purpose not authorized or prohibited by this Contract adopted pursuant thereto CITY shall, at COUNTY'S request, pay to COUNTY an amount equal to one hundred percent (100%) of any amount expended in violation of said Act or said regulations. CITY shall also reimburse County one hundred percent (100%) of any grant funds that CITY spends for any services or goods that are not on the Statement of Work and Budget.

8. INDEMNITY

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to 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 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 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.

9. ASSIGNMENT

CITY shall not assign this Contract or any part thereof or any monies payable hereunder without the prior approval of the COUNTY.

10. COUNTY'S RIGHT TO SUSPEND OR TERMINATE CONTRACT

COUNTY shall have the right to suspend or terminate this Contract or any extension thereof immediately if COUNTY determines that CITY has incurred obligations or made expenditures for purposes which are not permitted or are prohibited under the terms of the Project or of this Contract. COUNTY shall also have the right to suspend or terminate this Contract or any extension thereof immediately if COUNTY determines that the CITY is conducting the project in violation of any of the terms of the project application of this Contract, or has filed a petition in bankruptcy, of

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for receivership or reorganization or has filed any other petition under the Bankruptcy Act (11 USCA § et. seq.) or has taken or committed any act preparatory to the filing of any such petition or has become or is insolvent or has committed any other act of bankruptcy or insolvency. In any event, COUNTY shall have the right to suspend or terminate this Contract or any extension thereof at any time, with or without cause, by giving CITY thirty (30) days prior written notice of COUNTY'S intent to suspend or terminate this Contract; provided, that upon such suspension or termination, COUNTY shall pay all obligations incurred by CITY prior to the date of such suspension or termination which are authorized under the terms of the project and of this Contract. This Contract may also be suspended or terminated when the COUNTY and CITY mutually agree to terminate the agreement in whole or in part.

11. AMENDMENT PROCEDURE

Any programmatic changes, such as, revisions to the Scope of Work, revisions to the Budget, or extension of the effective term of the Contract, must receive prior written approval by the COUNTY. A request for prior approval of an amendment must be made in writing by the CITY. Such request must be accompanied by a narrative justification for the proposed revision. The COUNTY will promptly review such request and shall approve or disapprove the request in writing. The COUNTY will not approve any project or budget revision which is inconsistent with the purpose or terms and conditions of the Federal grant to the COUNTY.

12. CONTRACT BINDING ON SUCCESSORS

The conditions of this Contract and the respective rights and obligations of the parties hereunder shall be binding upon the heirs, assigns and successors in interest of each of the parties.

COUNTY:

County of Santa Barbara,
a political subdivision of the State of California

By: _____

Janet Wolf, Chair
Board of Supervisors

CITY:

City of Santa Maria,
a Municipal Corporation

By: _____

Mayor Larry Lavagnino
City of Santa Maria

ATTEST:

MICHAEL F. BROWN
Clerk of the Board

By: _____

Deputy Clerk of the Board

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APPROVED AS TO FORM:

BOB GEIS
AUDITOR CONTROLLER

By: _____

DENNIS MARSHALL
COUNTY COUNSEL

By: _____
Deputy County Counsel

AND

RISK MANAGEMENT

By: _____
Ray Aromatorio
Risk Program Administrator

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Exhibit A Statement of Work

The Statement of Work covers the design and coordination for 4,507 square feet of interior tenant improvements at the Orcutt Branch Library located within the Orcutt Union Plaza at 175 S. Broadway Street, Orcutt. Improvements will be made to library collections space, user seating space, staff working space and utility space based on the attached floor plan. Exterior elevation improvements will also be made.

Key deliverables include:

A. Design Development

Parking and occupancy calculations; finalized floor plan and dimensional plan; door, hardware and interior glass schedule; roof plan; restroom ADA layout; lighting selection and design, obtaining building permits

B. Construction Drawing and Administration

Finalize architectural, power and lighting, mechanical and plumbing and structural plans; finalize door, hardware and window schedules; administration of construction bids and contract

C. Professional Mechanical Engineering Services

Design HVAC system; design plumbing system; design water, waste and gas utilities from the existing utilities; State of California Title 24 certification

D. Electrical Engineering Services

Site electrical, building electrical, building lighting and building communications

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Exhibit B

Budget

Item	Cost
Tenet Improvements	\$309,500
Architectural Fees to Permit	\$29,700
Electrical Engineer Fees	\$6,900
Mechanical/Plumbing Engineer Fees	\$4,850
Structural Engineer Fees	\$1,500
County of Santa Barbara Permitting Fees	\$4,840
Project Contingency (15%)	\$53,600
Construction Management/Inspections	\$15,500
Total	\$426,390