

## **Santa Barbara County Library, Carpinteria Branch**

This Contract is made between the City of Carpinteria, a municipal corporation, hereinafter called "City", and the City of Santa Barbara, in its capacity as the operator of the Carpinteria Branch Library, hereinafter called "Contractor".

### **CITY AND CONTRACTOR AGREE AS FOLLOWS:**

#### **1. PROGRAM DESCRIPTION AND AUTHORITY; OBJECTIVES AND REPORTS**

A. Contractor agrees to conduct the program described in Exhibit A, attached hereto and by this reference made a part hereof, sometimes hereinafter referred to as the "the program". To the extent that any procedure or provision of the program proposed conflicts with any provision of this contract, the provisions of this contract shall prevail.

B. Minor program changes may be made to Exhibit A upon approval of the City Manager.

C. In carrying out its program hereunder, Contractor agrees that the objectives of the program are those stated and set out in Exhibit A, attached hereto and made a part hereof. Contractor agrees to submit to the City Manager, a final report setting out which of the said objectives Contractor has accomplished and which objectives were not accomplished, with sufficient detail to enable City to evaluate properly Contractor's program.

***The final report is to be delivered no later than June 1, 2016.***

#### **2. EFFECTIVE DATE OF CONTRACT TERM**

The term of this contract shall be from July 1, 2015 to and including June 30, 2016, unless sooner terminated as provided herein.

#### **3. METHOD AND CONDITIONS OF DISBURSEMENTS**

Subject to the terms and conditions contained in this contract, City agrees to provide funds in an amount not to exceed the sum of thirty-five thousand five hundred dollars (\$35,500.00) to enable Contractor to conduct the program. Payment to Contractor of the sum provided for in this paragraph shall be made within thirty (30) days of receipt – by the City – of an invoice from Contractor. The invoice will be on Contractor's own letterhead. Contractor shall indemnify and hold City harmless from any liability or damage resulting from any failure to make, or delay in making such payments.

#### 4. CONTACTOR TO KEEP RECORDS

The Contractor shall keep accurate written records of all expenses incurred by it and of monies received by it and of all studies, statistics and reports made or issued by Contractor in conducting the program. The Contractor shall also keep accurate written minutes of all meetings of the Board of Directors or Committees of Contractor and shall keep accurate employment records, correspondence records and other records necessary to enable City to review Contractor's operations during the conduct of the program. At City's request, Contractor shall furnish City with a copy of any records maintained by Contractor pursuant to the terms of this contract. Contractor shall maintain all such records for at least five (5) years after the date on which this contract terminates.

#### 5. AUDIT OF CONTRACTOR'S RECORDS

City shall have the right to audit and review all records maintained by Contractor pursuant to the terms of this contract. Any such audit and review may be conducted at any time during regular business hours.

#### 6. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor agrees that it shall comply with all the provisions of all State and Federal laws and regulations applicable to the program to be conducted hereunder. Without limiting the generality of the foregoing, Contractor:

A. Shall obtain and maintain at Contractor's own expense, any and all licenses and permits necessary to conduct the program and to maintain the facilities and render the services proposed to be maintained or rendered in connection with the program.

B. Shall not, on the grounds of race, color, national origin, sex, sexual orientation, religion, age or handicap when otherwise qualified:

(1) Deny any service or other benefit provided under the program;

(2) Provide any service or other benefit which is different, or is provided in a different form from that provided to others under the program;

(3) Subject to segregated or separate treatment in any facility in, or in any matter or process related to receipt of any service or benefit under the program;

(4) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program;

(5) Treat an individual differently from others in determining whether he satisfies any admission, enrollment, eligibility, membership, or other requirement or

conditions which individuals must meet in order to be provided any services or other benefit provided under the program;

(6) Deny an opportunity to participate in the program as an employee.

C. Shall maintain such records and enforce and comply with such procedure as City may specify or require in order to ensure that only persons eligible for services under State and/or Federal laws or regulations are admitted to the program or are provided with such services.

D. Shall not engage in any religious instructions nor use any part of the funds provided hereunder to purchase any religious books, materials or equipment or other property, or to share the salary of any person who participates in any such religious or sectarian purpose whatsoever.

## 7. HOLD HARMLESS

It is understood and agreed that City, its Officers, Agents and Employees, shall not be liable or responsible for any injury or damage to persons or property resulting from the operations or activities of Contractor, its Officers, Agents or Employees, in connection with the program; and Contractor agrees to defend, indemnify and hold harmless the City and its Officers, Agents and Employees, from and against any and all claims and liability for damage or injury to persons or property resulting from the activities or omissions of Contractor, its Officers, Agents, Employees or Subcontractors, in connection with the operation or conduct of the program or the operation or maintenance of any buildings, equipment and other facilities used in connection with the program.

## 8. LIABILITY INSURANCE

Prior to disbursement of any funds, Contractor agrees to procure and maintain commercial general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate naming the City as additional insured. Contractor may substitute evidence of self-insurance to satisfy this requirement.

Said insurance policy or policies and policy endorsements shall be procured at Contractor's expense from an insurance company or companies which are licensed to do business in California and shall be evidenced satisfactory to the City Manager.

In case of failure to procure or renew the required insurance, City may, at its discretion and in addition to other remedies offered it by this Contract, procure or renew such insurance at Contractor's expense.

## 9. WORKERS' COMPENSATION INSURANCE

Contractor shall provide during the term of this Contract, Workers' Compensation Insurance for all of its employees engaged in conducting the program for whom

Workers' Compensation Insurance is required. The Contractor shall file with the City, a certificate from the insurance carrier showing that Contractor and all its employees are covered by Workers' Compensation Insurance.

Workers' Compensation Insurance procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

#### 10. PRIMARY/NON-CONTRIBUTING

Any insurance policy procured by the Contractor shall be primary, and no contribution shall be required of the City.

#### 11. ASSIGNMENT

Contractor shall not assign this Contract or any part thereof or any monies payable hereunder without the prior approval of the City Council of City.

#### 12. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract 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 application of either party, this Contract shall forthwith be physically amended to make such insertion or correction.

#### 13. CITY'S RIGHT TO TERMINATE CONTRACT

City shall have the right to terminate this Contract or any extension thereof immediately if City determines that Contractor has incurred obligations or made expenditures for purposes which are not permitted or are prohibited under the terms of the program or of this Contract. City shall also have the right to terminate this contract or any extension thereof immediately if City determines that the Contractor is conducting the program in violation of any of the terms of the program application or this Contract, or has filed any other petition in bankruptcy, or for receivership or reorganization or has filed any other petition under the Bankruptcy Act (11 USCA 1 *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. City shall also have the right to terminate this Contract or any extension thereof any time that funds are no longer available. In any event, City shall have the right to terminate this Contract or any extension thereof at any time, with or without notice of City's intent to terminate the Contract; provided that upon such termination, City shall

pay all obligations incurred by Contractor prior to the date of such termination as authorized under the terms of the program and of this Contract.

14. 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.

CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CITY OF CARPINTERIA

By \_\_\_\_\_

City Manager

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fidela Garcia, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_

Peter N. Brown, on behalf of  
Brownstein Hyatt Farber Schreck, LLP  
Acting as City Attorney of the City of  
Carpinteria

APPROVED AS TO FORM

By \_\_\_\_\_

City Attorney, City of Santa Barbara