

City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

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, 2017.

2. EFFECTIVE DATE OF CONTRACT TERM

The term of this contract shall be from July 1, 2016 to and including June 30, 2017, 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 fifty thousand five hundred dollars (\$50,500.00) 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 warrants that the funding provided hereunder is for a project that provides a public benefit within the CITY.

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. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

EXHIBIT A

CITY OF CARPINTERIA

Community Services Support Program Description

JULY 1, 2016 - JUNE 30, 2017

1. **Agency Name:**
Carpinteria Library (Santa Barbara Public Library System)
2. **Program Title:**
Public Library Services
3. **Program Street Address, City, Zip Code:**
5141 Carpinteria Ave. Carpinteria, CA 93013
4. **Program Mailing Address, City, Zip Code:**
c/o Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019
5. **Contact Person, Position:**
Jessica Cadiente, Library Director
6. **Phone Numbers: TELE: (805) 564-5608 FAX: (805) 564-5660**
7. **Target Population: Residents of the City of Carpinteria and surrounding communities**
8. **Days and hours open: Monday and Wednesday 10 am to 7:30 pm; Tuesday, Thursday, and Friday 10 am to 5:30 pm; Saturday 10 am to 4 pm; closed Sunday**
9. **List the zip codes from which clients are drawn: primarily 93013 and 93067**
10. **Description of services to be provided with funds:**
The grant monies will be used to fund the day-to-day operations of the Carpinteria Library. The funding helps preserve the library's after-school Homework Center for a minimum of 4 days a week.
11. **Describe your procedures for monitoring the services. List the records you keep; give the dates of scheduled reviews:**
Payroll is monitored by the City of Santa Barbara, and is reported on a bi-weekly basis.

12. Description of your overall agency:

The mission of the Carpinteria Branch Library is to provide literacy and pre-literacy services, information services, reading materials, and educational resources to people of all ages in the Carpinteria Valley. Students receive valuable after-school homework with resources which include personalized assistance. At the library, services to residents and visitors include free Internet access, free WiFi access, assistance with reference inquiries, teen programs, story times and literacy-based programs for children, and interlibrary borrowing. Added services are available 24/7 because, with a library card and a computer, smart phone or tablet, residents in the Carpinteria area can access and download research articles, eBooks, audio books, videos, and e-magazines.

Projections for year JULY 1, 2016 TO JUNE 30, 2017

Objective # 1:

To continue to provide quality services in a timely manner to residents who may otherwise not be able to afford the services.

Objective #2:

Provide literacy and pre-literacy services, such as story time and an annual summer reading program to support the educational needs of children and youth. Provide a place where students can receive assistance with their homework, access computers to help with that homework, check out age appropriate reading materials for free, and have a productive and safe place to go after school.

Objective #3:

Provide free access to the Internet by providing computers for residents and visitors. Visitors can rely on access at the library to investigate local attractions, book accommodations or travel plans and stay in touch with friends and families. Residents without access to home computers or printers can use those at the library. Anyone of any age who needs assistance to find information or services online receives that help at the library.
