



TO: Mayor and Councilmembers

SUBMITTED BY: JoAnne Plummer, Neighborhood Services Director

SUBJECT: First Amendment to Lease and Agreement for the Provision of Library Management Services between the City of Buellton and the City of Goleta at the Buellton Library

RECOMMENDATION:

Authorize the City Manager to execute the First Amendment to Lease and Agreement for the Provision of Library Management Services between the City of Buellton and the City of Goleta at the Buellton Library.

BACKGROUND:

On July 1, 2019, the City of Goleta entered into an agreement (Attachment 1) with the City of Buellton for the provision of library management services and the lease of a library facility at Buellton's existing library facility located at 140 W. Highway 246. The Agreement outlines the terms of the provision of library management services, identifies the location at which such services take place, and establishes an annual lease payment of one dollar for the term of the lease, which is set to expire at the end of June 2025.

The City of Buellton was unable to use the existing library facility and needed to move to a new location at 202 Dairyland Road. To ensure uninterrupted library services, this First Amendment allows operations to continue at the new 202 Dairyland Road location while a new library service and lease agreement is negotiated.

DISCUSSION:

The First Amendment to the Joint Use Agreement (Attachment 2) contains two changes:

1. Location of services and leased area: The Amendment calls for the provision of library management services and the lease area to be moved to 202 Dairyland Road within the "library" portion of the former "Willemssen Residence" on site.
2. Updated notice information: The recipients of notices related to this Agreement are intended to be the City Manager of each City. As the City Manager of each

City has changed since the time that the Agreement was drafted, the current City Managers have been listed within the document.

The City of Buellton has communicated potential changes to library services, including potentially increasing hours open to the public, which may be reflected in a future agreement for services beginning July 1, 2025. As requested by the City of Buellton, Library staff will review the new usage patterns and desires expressed by Library patrons in the initial months of operation at the new Facility, and the City of Buellton will utilize this data to inform options that their City Council may consider at the time that the next Agreement is negotiated and considered for approval. The cities and their respective City Attorneys have reviewed this First Amendment to the Agreement and has found that the Amendment will suffice to continue library management operations at the new location and allow for the opening of the new facility when the library staff is ready.

FISCAL IMPACTS:

There are no fiscal impacts related to this amendment. Contracted library services will continue for the City of Buellton per the approved contract, in the new location at 202 Dairyland Road in Buellton.

ALTERNATIVES:

Should the Council choose not to authorize the City Manager to approve the amendment, the City of Goleta would not be able to provide library services in Buellton and would be out of compliance with the current contract.

LEGAL REVIEW BY: Isaac Rosen, Acting City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Agreement No. 2019-046 for the Provision of Library Management Services between the City of Buellton and the City of Goleta at the Buellton Library
2. Draft First Amendment to Lease and Agreement for the Provision of Library Management Services between the City of Buellton and the City of Goleta at the Buellton Library

Attachment 1

Agreement No. 2019-046 for the Provision of Library Management Services
between the City of Buellton and the City of Goleta at the Buellton Library

Project Name: Buellton Library Lease and Management Services Agreement

LEASE AND AGREEMENT FOR THE PROVISION OF LIBRARY MANAGEMENT SERVICES BETWEEN THE CITY OF BUELLTON AND THE CITY OF GOLETA AT THE BUELLTON LIBRARY

This LEASE AND AGREEMENT FOR THE PROVISION OF LIBRARY MANAGEMENT SERVICES ("AGREEMENT") is made and entered into this 1st day of July, 2019, by and between CITY OF BUELLTON, a municipal corporation, (hereinafter referred to as "BUELLTON") and the CITY OF GOLETA, a municipal corporation (hereinafter referred to as "GOLETA") (collectively referred to herein as the "PARTIES").

A. GOLETA is a party to that certain agreement entitled Agreement for Operation of a County-Wide Library System dated July 1, 2018, ("COUNTY AGREEMENT") pursuant to which the County of Santa Barbara ("COUNTY") has compelled Goleta, as a condition of receiving library funding, to manage BUELLTON's library commencing July 1, 2019, the effective date of BUELLTON'S placement into Library Zone 4.

B. By virtue of the County's transfer of BUELLTON from Library Zone 1 to Library Zone 4, the City of Santa Barbara is no longer eligible to manage the BUELLTON library and BUELLTON does not have the personnel able and/or available to perform the services required under this AGREEMENT and has therefore requested that GOLETA administer and operate its library.

C. Pursuant to this contract, GOLETA will administer, manage, and operate the LIBRARY, and for that purpose will provide personnel and other resources, tools, programs and services including lending books and other materials, cataloging the LIBRARY's collection, and other related activities consistent with the operation of a free public library.

NOW, THEREFORE, in consideration of the foregoing and the promises herein contained, the PARTIES hereby agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth herein, GOLETA agrees to operate and manage the BUELLTON LIBRARY ("LIBRARY") in accordance with the terms of this AGREEMENT and in conformance with GOLETA'S standard policies, procedures and standards for library operation. Operation and management of the LIBRARY shall include, but shall not be limited to, the lending of books and other materials, the cataloging of the LIBRARY's collection, and the provision of personnel, resources, tools, programs and services consistent with the operation of a free public library. GOLETA agrees to operate the LIBRARY by providing free library services to the patrons of the

LIBRARY. All of the collection materials in the LIBRARY, including those belonging to BUELLTON, shall be equally available to all of the inhabitants within the Black Gold Cooperative Library System (hereinafter referred to as "Black Gold"). A detailed Statement of Work is attached as Exhibit "A" to this AGREEMENT and incorporated herein by reference.

GOLETA'S performance under this AGREEMENT is contingent upon the continued existence of the COUNTY AGREEMENT and funding thereunder and this AGREEMENT shall be subject to termination as provided in Section 9 herein should the COUNTY AGREEMENT expire, be terminated or be modified in a manner as to materially affect, as determined by GOLETA'S City Council in its sole discretion, GOLETA'S obligations, commitments or costs or as to reduce the COUNTY'S funding obligations to GOLETA.

2. FUNDING AND PAYMENT

Funding for the operation of the LIBRARY shall be provided by BUELLTON to GOLETA by way of the annual collection of a library management fee as calculated and collected by GOLETA, and as agreed upon annually by the PARTIES. BUELLTON shall compensate GOLETA for the provision of LIBRARY management services to BUELLTON, as detailed in Exhibit "B" (Payment Methodology) attached hereto and incorporated herein by reference. A management fee amount shall be determined annually by GOLETA, and its calculation shall be based on the cost model detailed in Exhibit "C" attached hereto and incorporated herein by reference. The estimated fee amount for the first year of services (July 1, 2019 - June 30, 2020) is detailed in Exhibit "D" (Proposed Operating Budget) attached hereto and incorporated herein by reference.

3. LEASE AND PREMISES

BUELLTON agrees to lease to GOLETA, on the terms and conditions, hereinafter set forth, and in its "as is condition", those premises as follows for the purpose of operating the LIBRARY:

That portion of that certain real property located at 140 West Highway 246, Buellton CA, 93427 as more particularly described on Exhibit E, Legal Description but limited to that area depicted as "library" on Exhibit E-1, Site Plan, attached herewith and incorporated herein by this reference.

Pursuant to Section 7 of the COUNTY AGREEMENT, GOLETA shall occupy and have exclusive use of the premises for the administration, management, and operation of said LIBRARY as provided herein for the term of this AGREEMENT and any extensions thereof.

GOLETA shall pay to BUELLTON an annual lease rental rate of One Dollar (\$1.00).

Title to the LIBRARY improvements shall remain in BUELLTON during the term and shall remain in BUELLTON upon the expiration or termination of this AGREEMENT.

BUELLTON shall pay and discharge all taxes and assessments, including special assessments, if any, levied upon the premises.

If the premises are totally destroyed by fire or other casualty, this AGREEMENT shall terminate. If a casualty renders ten percent or less of the floor space of the premises unusable for the purpose intended, BUELLTON shall promptly repair the premises, but in any event within 120 days of the casualty, or GOLETA may terminate this AGREEMENT by written notice to BUELLTON.

If a casualty renders more than ten percent of floor space of the premises unusable, GOLETA may choose to remain and BUELLTON shall promptly repair the premises within 120 days of the casualty, or GOLETA may terminate this AGREEMENT by written notice to BUELLTON, within 10 days of the casualty. If the casualty renders fifty percent or more of the floor space unusable, this AGREEMENT may be terminated at the option of GOLETA or BUELLTON.

Except as provided herein, BUELLTON shall not make any structural alterations to the LIBRARY without providing at least thirty (30) days prior written notice to GOLETA. To the extent feasible, BUELLTON shall make such alterations only at such time as does not conflict with GOLETA's operation of the LIBRARY. BUELLTON may perform such structural alterations without thirty (30) days prior written notice to GOLETA if, in BUELLTON's sole discretion, such alterations are immediately necessary to protect public health or safety, to protect the contents of the LIBRARY, or to remedy an emergency. BUELLTON shall endeavor to afford GOLETA advance notice of structural alterations performed in such circumstances.

GOLETA shall not be obligated to nor shall it make any structural alteration to the LIBRARY without the express written consent of BUELLTON. For purposes of this provision, a "structural alteration" shall be any modification that results in a change in the structural integrity of the LIBRARY, or change in the location, design, area or size of any wall, window or door. A "structural alteration" also shall include any modification that alters the gross cubic area of the LIBRARY and any substantive modification to finish materials.

4. TERM

The term of this AGREEMENT shall be concurrent with the term of the COUNTY AGREEMENT and shall, only for the first year, commence upon the execution of this AGREEMENT by the PARTIES and end on June 30, 2020. THE PARTIES may mutually elect to extend this Agreement for five successive one (1) year terms subject to the approval of the GOLETA City Manager. BUELLTON shall notify GOLETA of such election in writing no less than 180 calendar days prior to the termination date of this

AGREEMENT. Within sixty (60) days after receipt of such notice from BUELLTON, GOLETA shall provide written notice of acceptance or rejection of such extension.

If this AGREEMENT is not extended or renewed, or if GOLETA fails to respond to BUELLTON 's request for extension as provided in the preceding paragraph, and BUELLTON has no other arrangement for administration and operation of the LIBRARY, all terms and conditions of this AGREEMENT shall remain in full force and effect not to exceed six (6) months.

5. LIBRARY MATERIALS COLLECTION, FURNISHINGS AND EQUIPMENT

A. Library Materials.

All digital media and physical books, periodicals, audio/video materials, and other Library resources and tools (collectively known as "Materials") contained in the LIBRARY on the beginning date of this Agreement, are the property of BUELLTON. In addition, all Materials contained in the LIBRARY at the termination or expiration of this AGREEMENT are and shall remain the property of BUELLTON. As part of its operational responsibilities as set forth herein, GOLETA shall have the discretion and responsibility for selecting and purchasing all Materials for the LIBRARY's collection on behalf of BUELLTON, utilizing the funding described herein and donations specifically designated for collection materials. GOLETA shall also have the discretion to de-select and re-assign materials to best meet the needs of the community.

Some donated Materials and Materials previously purchased, but which are no longer in circulation, may be sold or disposed of by GOLETA as appropriate. All funds received for the sale or disposal of any such materials shall be deposited into the account for operation of the LIBRARY and shall be used solely for LIBRARY purposes.

B. Furnishings and Equipment.

All furnishings and equipment contained in and designated for use solely in the LIBRARY, including but not limited to book shelves, desks, tables, chairs, study carrels, RFID equipment and software, telecommunication and computer equipment and systems, office machines, and appliances, are and shall continue to be the property of BUELLTON. Any future additions to the LIBRARY's furnishings and equipment purchased with funds provided for or by BUELLTON, including reserve funds, shall be the property of BUELLTON. In the event that any furnishings, equipment or supplies are purchased for use in the LIBRARY by another entity, such furnishings, equipment or supplies shall be deemed the property of BUELLTON. This provision shall apply to all security system equipment and upgrades purchased by GOLETA for the LIBRARY, including self-check machines, new security gates, and any other equipment purchased for the purpose of facilitating the conversion of the LIBRARY's security system to an RFID based system.

6. MAINTENANCE OF RECORDS

GOLETA shall keep reasonably itemized and detailed records and reports pertaining to the management of the LIBRARY as required by law or grants in accordance with generally accepted accounting principles, and shall be available to BUELLTON for inspection after reasonable prior notice to GOLETA. Records shall be retained in accordance with GOLETA'S record retention schedule and shall be conveyed to BUELLTON upon expiration or termination of this AGREEMENT.

7. FRIENDS OF THE LIBRARY

A. THE PARTIES recognize the important role a Friends of the Library ("Friends") organization plays in assisting the LIBRARY in its provision of quality service to the community. THE PARTIES recognize that the funds raised and provided by the Friends are important to the ongoing operation of the LIBRARY and as such, serve a public purpose. Any incidental public support provided to the Friends through this AGREEMENT is an appropriate expense in support of this public purpose.

B. Unless otherwise specifically stated or designated by the donor, all donations made to or at the LIBRARY shall be deemed to be made to the LIBRARY.

8. EMERGENCY

In the event of a catastrophic, unplanned and/or reasonably unforeseeable event or emergency which (a) results in the closure or inability of the library to open for more than one week, (b) results in a significant loss of library materials, and/or (c) which significantly impairs the ability of the LIBRARY to maintain the current level of library service, THE PARTIES shall meet as soon as possible to determine and mutually agree upon how and in what manner to proceed with LIBRARY operations.

9. TERMINATION

A. Without Cause.

At any time during the term of this AGREEMENT or any extension thereof, either of the PARTIES to this AGREEMENT may, on six (6) months' prior written notice to the other party, terminate this AGREEMENT without cause.

Notwithstanding the foregoing, GOLETA may terminate this AGREEMENT should the COUNTY AGREEMENT expire, be terminated, notice of termination be given by the COUNTY or be modified in a manner as to materially affect, as determined by GOLETA'S City Council in its sole discretion, GOLETA'S obligations, commitments or costs or as to reduce the COUNTY'S funding obligations to GOLETA. Termination in that circumstance shall be effective immediately upon written notice to BUELLTON or at some other time specified in the notice.

B. For Default.

Default by GOLETA:

Except as otherwise set forth in other provisions of this AGREEMENT, this AGREEMENT shall not be subject to termination for any default of GOLETA, but BUELLTON may enforce the AGREEMENT or any provision therein as otherwise allowed by law. If GOLETA fails to cure a default that BUELLTON is permitted to cure, then BUELLTON may in its sole discretion perform such cure. In the event that BUELLTON elects to cure the default, GOLETA shall reimburse BUELLTON for all costs incurred by BUELLTON in performing the cure, as well as for all damages proximately caused to BUELLTON because of the default.

BUELLTON shall have such other rights or remedies as may be provided by law or equity. The use of each such right and remedy shall be cumulative, and shall not preclude BUELLTON from pursuing other rights and remedies that may exist now or in the future.

Default by BUELLTON:

Except as otherwise set forth in other provisions of this AGREEMENT, this AGREEMENT shall not be subject to termination for any default of BUELLTON, but GOLETA may enforce the AGREEMENT or any provision therein as otherwise allowed by law. If BUELLTON does not cure a default that GOLETA is permitted to cure, then GOLETA may in its sole discretion perform such cure. In the event that GOLETA elects to cure the default, BUELLTON shall reimburse GOLETA for all costs incurred by GOLETA in performing the cure, as well as for all damages proximately caused to GOLETA because of the default.

GOLETA shall have such other rights or remedies as may be provided by law or equity. The use of each such right and remedy shall be cumulative, and shall not preclude GOLETA from pursuing other rights and remedies that may exist now or in the future.

10. ASSIGNMENT

GOLETA shall not assign this AGREEMENT or any part thereof or any monies payable hereunder without the prior written consent of BUELLTON. Any attempt to assign without such written consent shall be void.

11. INSURANCE

GOLETA is insured through its membership in the California Joint Powers Insurance Authority ("CJPIA"). The CJPIA Memorandum of Coverage includes coverages that satisfy the following requirements:

A. GENERAL AND AUTOMOBILE LIABILITY INSURANCE: The general liability insurance shall include personal injury liability coverage, shall afford coverage for all operations of GOLETA at the LIBRARY, and shall include contractual liability for the AGREEMENT between BUELLTON and GOLETA. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles which are operated on behalf of GOLETA pursuant to GOLETA's activities hereunder. BUELLTON and its officers, employees and agents shall be named as "Additional Insured" on any policy. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$5,000,000 per occurrence combined single limit for bodily injury and property damage. Personal injury coverage should also be in the amount of not less than \$1,000,000 per occurrence and aggregate. Said policy or policies shall contain a provision that such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if THE PARTIES have other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only.

B. WORKERS' COMPENSATION INSURANCE: Statutory Workers' Compensation and Employer's Liability Insurance shall cover all GOLETA staff while performing any work incidental to the performance of this AGREEMENT. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) calendar days after receipt of such notice by BUELLTON.

BUELLTON is insured through its membership in the California Joint Powers Insurance Authority ("CJPIA"). BUELLTON's insurance covers the contents of the LIBRARY and against loss or damage by fire, lightening, vandalism, malicious mischief and such perils ordinarily defined as "extended coverage." Such insurance covers the full insurable replacement value of the LIBRARY.

12. 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, GOLETA shall fully defend, indemnify and hold BUELLTON, its elected and appointed officials, officers, 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 acts or omissions of GOLETA, its elected and appointed officials, officers, employees and agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement and BUELLTON shall fully defend, indemnify and hold GOLETA, its elected and appointed officials, officers, 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 acts or omissions of BUELLTON. No party, nor any elected or appointed official, officer, employee or agent thereof shall be responsible for any damage, claim, expense,

cost, or liability occurring by reason of the acts or omissions 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. The indemnity provided by each party pursuant to this Section shall survive the expiration or termination of this AGREEMENT.

13. DESIGNATED REPRESENTATIVE

GOLETA will designate its City Manager as the representative for administering this AGREEMENT on behalf of GOLETA. BUELLTON will designate its City Manager as the representative for administering this AGREEMENT on behalf of BUELLTON. Changes in designated representatives shall be made only after advance written notice to the other party. BUELLTON and its authorized representatives shall have the right to enter the LIBRARY at all reasonable times for inspection, maintenance, restoration or posting of notices. BUELLTON shall conduct such activities in a manner that will cause the least possible inconvenience for GOLETA.

14. INDEPENDENT CONTRACTOR

The PARTIES, in the performance of this Agreement, will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship will be created by this AGREEMENT. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

15. 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.

16. COMPLIANCE WITH LAW

GOLETA 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.

17. 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.

18. HAZARDOUS MATERIALS

A. Warranties and Representations

BUELLTON warrants that hazardous substances have not been released upon the LIBRARY property; that BUELLTON has no knowledge of any release of hazardous substances on the LIBRARY property; that it has no knowledge or reason to believe that there are hazardous substances on the LIBRARY property; and that it shall comply with all law concerning the use, release, storage and disposal of hazardous substances.

B. Notice

Each party shall immediately notify the other upon discovery that hazardous substances have been released on the LIBRARY property.

C. Indemnity

1. *BUELLTON's Obligation.*

BUELLTON shall indemnify, defend and hold harmless GOLETA, its elected and appointed officials, officers, employees and agents from and against any and all liability, expenses (including defense costs and legal fees), and claims for damages of any nature whatsoever (including, but not limited to, bodily injury, death or property damage) arising from or connected with the presence of hazardous substances on the LIBRARY property, excepting only liability for hazardous substances placed on the LIBRARY property by GOLETA.

2. *GOLETA's Obligation.*

GOLETA shall indemnify, defend and hold harmless BUELLTON, its elected and appointed officials, officers, employees and agents from and against any and all liability, expenses (including defense costs and legal fees), and claims for damages of any nature whatsoever (including, but not limited to, bodily injury, death or property damage) arising from or connected with the introduction of hazardous substances onto the LIBRARY property by GOLETA.

3. *Survival of Obligation.*

The indemnity provided by each party pursuant to this Section shall survive the expiration or termination of this AGREEMENT.

D. Indoor Air Pollution Notification

Each party shall immediately notify the other upon discovery of any indoor air pollution problem at the LIBRARY. BUELLTON shall correct any such problem at its sole expense.

19. NON-DISCRIMINATION

GOLETA shall not in the management, operation, rental, use, or maintenance of the premises discriminate against any person or group based on race, religion, color, medical condition, sex, sexual orientation or gender identity, national origin, or political affiliation.

20. NON-BINDING MEDIATION

If any dispute, controversy or claim arises under this AGREEMENT, the parties shall negotiate in good faith to settle the matter. If the parties are unable to resolve the matter within a reasonable time, the parties shall submit the matter to mediation by a trained mediator approved by both parties, the cost of which shall be shared equally by the parties. The place of mediation shall be Santa Barbara, California. Nothing in this Section shall preclude any party from seeking injunctive relief or other equitable remedies (whether prior to or during such mediation) if necessary to protect the interests of such party.

21. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO GOLETA: Attention: Michelle Greene, City Manager
 City of Goleta
 130 Cremona Drive, Suite B
 Goleta, CA 93117

TO BUELLTON: Attention: Buellton City Manager
 City of Buellton
 107 West Highway 246
 P.O. Box 1819
 Buellton, CA 93427

22. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES


This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

23. AUTHORITY


Each of the PARTIES represents and warrants that its City Council approved this AGREEMENT and authorized its respective City Manager to execute the same.

In concurrence and witness whereof, this AGREEMENT has been executed by the PARTIES effective on the date and year first above written.

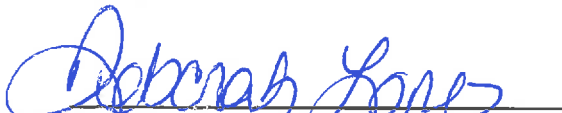
CITY OF GOLETA


Michelle Greene, City Manager

CITY OF BUELLTON


Marc Bierzinski, City Manager

ATTEST


Deborah Lopez, City Clerk

ATTEST


Linda Reid, City Clerk

APPROVED AS TO FORM


Winnie Cai, Assistant City Attorney

APPROVED AS TO FORM



Gregory M. Murphy, City Attorney

Exhibit A Statement of Work

1. DELIVERY OF SERVICES.

GOLETA, through its Library Department, shall deliver general library management services to BUELLTON according to the terms and conditions set forth herein.

2. GENERAL LIBRARY MANAGEMENT SERVICES.

GOLETA agrees to provide general library management services for BUELLTON, which include administration, management, and operations of library services, and will provide personnel and other resources, tools, programs and services, including lending books and other materials, cataloging the LIBRARY's collection and other related activities consistent with the operation of a free public library. GOLETA shall not employ any personnel, purchase or rent supplies, equipment or services, or incur any expenses in the name of BUELLTON.

3. LEVEL OF SERVICE AND STAFFING LEVELS.

A. LEVEL OF SERVICE AND STAFFING LEVELS RECOMMENDATION: The level of service and staffing levels for general library management services, along with its proposed operational budget for the following fiscal year will be recommended to BUELLTON by GOLETA on or before March 1 of each year with service level adjustments (if needed) occurring July 1 of the following year. GOLETA will provide BUELLTON with a list of GOLETA's proposed staffing levels for the LIBRARY for review. Staffing levels shall not be reduced by GOLETA without the approval of BUELLTON, including proposed reductions due to any furloughs or other work-schedule reductions, staffing and scheduling of GOLETA employees. Where proposed reductions in staffing levels are the result of mid-year budgeting changes by GOLETA or an unexpected reduction in funding from the County of Santa Barbara, BUELLTON shall have the option of providing additional financial support to maintain staffing levels previously agreed to between the PARTIES as set forth herein.

B. LEVEL OF SERVICE ENHANCEMENT: BUELLTON may request GOLETA to provide an enhanced level of regular library-related services, including without limitation, additional staffing and/or hours of operation, one-time or periodic services. BUELLTON will provide GOLETA with this request in writing and GOLETA shall provide a written response within 30 days, including a proposed budget detailing the cost of such enhanced services and a list of any added or different type of personnel necessitated by such requested changes. Any enhancements in operations, staffing levels, or hours of operations must be agreed to by THE PARTIES. For any enhanced level of regular library-related services, GOLETA will charge the applicable management fee commensurate with costs estimated to be incurred for the enhanced services. Proposed changes shall be presented as needed to the City of Buellton City Council, the Goleta

City Council, Goleta Library Ad Hoc Committee, and County Library Advisory Committee for input, as described in the Agreement for Operations between GOLETA and the County of Santa Barbara.

C. LIBRARY STAFFING: All persons required for the performance of GOLETA'S responsibilities under this AGREEMENT shall be selected and employed by GOLETA, and shall at all times be and remain agents or employees of GOLETA. No persons employed or retained by GOLETA for performance of its duties under this AGREEMENT shall at any time be deemed or considered to be the agents or employees of BUELLTON.

GOLETA shall be responsible for the selection, supervision, training, discipline, and scheduling of all LIBRARY staff. The operating and personnel procedures of the Library Department of GOLETA will at all times apply to GOLETA'S operation of the LIBRARY.

Prior to the appointment or transfer of a Supervising Librarian/Branch Supervisor to the LIBRARY, GOLETA shall, through its Library Director, meet and discuss with BUELLTON, the proposed appointment or transfer. BUELLTON shall have the right to request different personnel than those proposed; however, the ultimate decision regarding appointment or transfer resides with GOLETA. The parties recognize that GOLETA has the sole responsibility and authority for making personnel decisions relating to its employees.

D. HOURS OF OPERATION: The LIBRARY's hours of operation are:

Mondays, Tuesdays, and Wednesdays: 11:00a.m. - 7:00p.m.

Thursdays: Closed

Fridays and Saturday: 12:00p.m. - 5:30p.m.

Sundays: Closed

The LIBRARY's planned holiday closures each year are:

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving

Day After Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

Any proposed changes to the LIBRARY'S normal operating hours, including changes to normally scheduled holiday closures, shall be communicated by GOLETA to BUELLTON with reasonable advance notice, and subject to approval from BUELLTON. GOLETA shall not effect changes to the LIBRARY's normal operating hours without written approval from BUELLTON.

4. GRANT ADMINISTRATION AND PROGRAMS

The administrative function will also include the ability and authority for GOLETA to apply, administer and implement grant opportunities for the benefit of BUELLTON with the expressed written permission of the Designated Representative of BUELLTON. If the additional level of service is tied to a grant program, BUELLTON will be invoiced for actual, additional costs above the grant award for the applicable time period unless GOLETA and BUELLTON agree otherwise. This assumes that any grant funds are received directly by GOLETA, BUELLTON may request and GOLETA may provide cost estimates prior to implementation of a grant and/or program. BUELLTON understands that actual, additional costs may vary slightly (high or low) from original estimates.

Any supplemental, material expenses related to ongoing programs will be recommended by GOLETA to BUELLTON in advance of purchase. BUELLTON understands and accepts that if a supplemental item related to an ongoing program is not approved by GOLETA, BUELLTON may exercise the option to refrain from further work on the grant or program. GOLETA will apply departmental and or city-wide overhead to a grant cost when the provisions of the grant allow for the accounting of overhead expense. BUELLTON understands and accepts that the net cost of grant overhead may become an expense to BUELLTON when other provisions are not agreed upon in writing by both parties in advance of the implementation of the grant. BUELLTON understands and accepts any ongoing fiscal, staffing, and/or programmatic obligations incurred in the acceptance of a grant. An example of such obligation may include a grant requirement to retain a staffing position for a time period beyond the original grant award period.

5. FACILITY UPKEEP, MAINTENANCE AND REPAIR

GOLETA and BUELLTON will share maintenance responsibilities at the LIBRARY as detailed in Exhibit A-1.

6. INFORMATION TECHNOLOGY SUPPORT

GOLETA agrees to provide Information Technology (IT) support services to the LIBRARY for all telecommunications equipment, computers and internet, printers, copy machines, and other IT-related equipment and services. Contracted staff from Synergy Computing Inc. will be utilized for these services. Estimated costs are provided in Exhibit D, Proposed Operating Budget for Fiscal Year 2019-20.

GOLETA agrees to administer the LIBRARY's telephone account and payments on BUELLTON's behalf. This service will be subject to the management fee charges described in Exhibit C.

7. EXCLUDED EXPENSES

The following are EXCLUDED from this AGREEMENT and the responsibility of the entity indicated:

A. Custodial services and supplies needed for the operation of the LIBRARY and LIBRARY restrooms. (BUELLTON)

B. Water, sewer, refuse, electric and gas. (BUELLTON)

GOLETA shall not be responsible for funding, or fronting funds, to cover any overall budget deficits the LIBRARY may experience as a result of total expenses exceeding total available revenues. Refer to Exhibit D to view the LIBRARY's Proposed Operating Budget for Fiscal Year 2019-20.

**Exhibit A-1
Maintenance and Repair Responsibilities**

	ITEM	NOT APPLICABLE	GOLETA	BUELLTON	Notes
1 Building Exterior					
	Repair Walls			X	
	Painted Surfaces			X	
	Door and Window Trim			X	
	Doors, Hardware			X	
	Windows: Hardware and Screens			X	
	Locks			X	
	Roof			X	
	Rain gutters			X	
	Flashing			X	
	Down spouts			X	
	Pest Control			X	
	Lighting				
	Bulbs			X	
	Fixtures			X	
	Transformers			X	
	Fluorescent Lights			X	
	Ballast			X	
	Handrails			X	
	Signs			X	
	Timers	X			
	Sewer Pipes			X	
	Decking	X			
	Exterior Patios	X			
	Water Softener, Filter and Conditioner				
	Stairs			X	
	Roof Drains			X	
	Drinking Fountains			X	
	Gates	X			
	Gas/Water pipe lines			X	
	Electrical Lines			X	
	Phone/Computer/Cable Lines		X		
2 Building Interior					
	Walls (structural)			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		
	Trash		X		
	Lighting				
	Bulbs		X		
	Fixtures		X		
	Transformers		X		
	Flourescent Lights		X		
	Ballast		X		
	Emergency Lights		X		
	Handrails (ADA)			X	
	Signs	X			
	Timers	X			
	Drinking Fountains	X			
	Ceiling		X		
	Showers	X			
	Toilet/Urinals (Replacement)			X	
	Toilet/Urinals (Maintenance)			X	
	Sink & Faucets (Replacement)			X	
	Sink & Faucets (Maintenance)			X	
	Gas Pipe Lines			X	
	Water Pipe Lines			X	
	Sewer Pipe Lines/Drains			X	
	Phone Lines & Jacks		X		
	Computer Lines & Jacks		X		
	TV Cable & Jacks		X		
	Phones		X		
	Towel Racks	X			
	Garbage Disposal	X			
	Refrigerator/microwave	X			
	Stove	X			
	Counter Tops, replacement	X			
	Cabinets, replacement	X			

	Dish Washer	X			
	Trash Compactor	X			
3 Grounds					
	Drinking Fountains			X	
	Mail Boxes	X			
	Fences			X	
	Trash bins			X	
	Trash enclosures			X	
	Bike Racks			X	
	Signs			X	
	Litter Pick-Up			X	
	Lighting				
	Parking Lot			X	
	Driveways			X	
	Walkways			X	
	Timers (external)	X			
	Timers (internal)	X			
	Signs			X	
	Cleaning, Sidewalks, Walkways, Parking Lots			X	
4 Landscaping					
	Trees			X	
	Shrubs			X	
	Flowers			X	
	Lawn			X	
	Watering			X	
	Sprinkler, Repair and Replace			X	
	Headers			X	
	Rodent/Pest Control			X	
	Seeding			X	
	Fertilizer			X	
	Plant Trimmings			X	
	Plant Replacement			X	
	Tree Care & Trimming			X	
5 Mechanical Systems					
	Electrical Panels, Breaker, Interior			X	
	Electrical Fuses, Interior			X	
	Electrical Receptacle, Switches, Interior			X	
	Electrical Central Switches			X	
	Elevator	X			
	Heating			X	
	Air Conditioning			X	

	Water Heater			X	
6 Roadways/Parking Lots Repair & Maintenance					
	Striping			X	
	ADA Accessibility Signage			X	
	Asphalt Surface, Curbing			X	
	Cement Surface, Curbing			X	
	Wheel Stops			X	
	Drainage			X	
	Signs			X	
7 Fire Equipment					
	Sprinklers			X	
	Hoses	X			
	Extinguisher (interior)			X	
	Alarm Systems	X			
	Smoke Detectors			X	
8 Other Items					
	Paper supplies, dispensers, soaps in restrooms			X	
	Interior janitorial products and services (lobby)			X	
	Interior Floor Waxing, Sweeping			X	
	Window Washing (interior & exterior)		interior	exterior	
	Exterior sweeping entry, sidewalk and walkways			X	
	Janitorial service for public areas or common use			X	
	Broken window glass or door glass			X	
	Refuse, Rubbish and Garbage Disposal			X	
	Cleaning Storage Rooms, Utility Rooms			X	
	Exterminating			X	
	Carpet Replacement, Linoleum Replacement		X	Initial only	
	Library Drop Box		X		
	Building Foundation			X	

Exhibit B
Payment Methodology

1. GENERAL COMPENSATION

A. Reimbursable Expenses.

Subject to the terms of this AGREEMENT, BUELLTON shall pay to GOLETA the costs incurred by GOLETA in providing the services contracted for or otherwise authorized under the terms of this AGREEMENT, including:

- i. Salaries and benefits of all GOLETA employees engaged therein for positions defined in Exhibit D-1: Library Staffing.
- ii. Direct supervision
- iii. Clerical support;
- iv. Direct services and supplies
- v. Department-applied overhead as identified in the management fee calculation
- vi. Management services
- vii. Any actual, additional costs associated with supplemental library operation services; and,
- viii. Any other mutually agreed upon expense that arises during the term of the AGREEMENT. Examples include BUELLTON'S request to participate in a GOLETA bid process, or sharing a purchasing contract for the purpose of quantity discount to the benefit of both parties.

2. ANNUAL RECOMPUTATION OF COMPENSATION

A. Recomputation of Proposed Operational Budget for Library Management Services.

Except as otherwise specific hereinafter, the total amount charged for Library Management Services shall be recomputed annually with an estimate provided by GOLETA on or before March 1st of each calendar year for the following fiscal year, with the fiscal year defined as July 1st through June 30th. A final recomputation will be provided by GOLETA for the fiscal year beginning July 1st on or before June 1st of the same year. The recomputation calculation shall be determined by GOLETA based on revised estimated costs of providing Library Management Services from the previous fiscal year.

The recomputation formula will specifically include actual costs for items specific in Exhibit B, Paragraph 1. The total agreement amount for the applicable fiscal year will be effective July 1st of that fiscal year, subject to review by BUELLTON. Staff representatives of GOLETA and BUELLTON are advised to meet during the calculation process and prior to any formal presentation before their respective

governing bodies. In the event cost increases will have a detrimental impact to BUELLTON'S budget, GOLETA staff will meet with BUELLTON, upon its request, and discuss staffing or operation adjustments to mitigate costs.

- i. The annual cost computation (Proposed Operating Budget) will be provided to BUELLTON as Exhibit D and will be referred to as First (1st) Annual Cost Computation (Proposed Operating Budget), Second Annual Cost Computation (Proposed Operating Budget if this Agreement is extended), and Third (3rd) Annual Cost Computation (Proposed Operating Budget) if this Agreement is further extended.

B. Increases to Service Level Requested by Buellton.

In the event that BUELLTON desires to increase the then-existing type or level of staffing provided under the terms of this AGREEMENT, in addition to other procedures set forth in this AGREEMENT, BUELLTON will make a written request to GOLETA in December of each year for changes to be applied to the succeeding fiscal year. BUELLTON'S request shall detail the specific type and level of staffing BUELLTON desires, with BUELLTON acknowledging that the costs of such services may impact the total, negotiated agreement for the relevant fiscal year. GOLETA shall review said annual request within thirty (30) days of GOLETA's receipt thereof and acknowledge acceptance or rejection by letter to BUELLTON'S Designated Representative. Upon notice from GOLETA of acceptance or partial acceptance of said request, and the cost of providing the type or level of staffing therein agreed upon, the parties shall prepare and execute a written amendment to this AGREEMENT as to the terms and conditions set forth in said annual request and acceptance; all other terms set forth in this Agreement shall continue in full force and effect. In the event GOLETA rejects all or any portion of said annual request, the then-existing type and level of staffing shall remain in full force and effect, as modified by the acceptable portions of said annual request, until such time that the parties reach agreement as to the rejected portions of said annual request. An increase in level of service recommended by GOLETA, or decrease requested by BUELLTON, is subject to the procedures set forth in Paragraph 2 of Exhibit A and not this Paragraph.

C. Payment Process.

The total estimated cost for the applicable fiscal year will be invoiced annually to BUELLTON for full payment on or before the 25th of July for the annual payment. The purpose of this annual payment in the first month of the fiscal year, is to ensure total funding available for operations, and in addition, to benefit both parties administratively. BUELLTON'S payment shall be made by check or electronic transfer. A check shall be made payable to order of "City of Goleta" and mailed to the GOLETA address 130 Cremona Drive, Suite B, Goleta, CA 93117. If such payment is not delivered to the GOLETA office within thirty days of the respective due date, GOLETA is entitled to recover interest thereon. Said interest shall be

assessed using GOLETA'S pooled interest rate in effect at the time; it shall commence thirty (30) days after the date of the invoice and continue until such time as the payment is delivered to the GOLETA office described on said invoice.

3. ADDITIONAL LIBRARY MANAGEMENT SERVICES

A. Annual Agreement

BUELLTON costs for One-time or Periodic Library Management Services, as defined in Exhibit A, Paragraph 2, Section B, item ii, will not be included in the total contract amount.

B. Estimates

BUELLTON may request an estimated cost from GOLETA as described in paragraph 2(A) for budget preparation and planning purposes for the fiscal year or in advance of a planned event. BUELLTON understands and accepts that such an estimate in no way represents any minimum or maximum charge to BUELLTON.

C. Cost Tracking & Invoicing

The actual costs related to providing additional or special library management services will be tracked through GOLETA'S Financial System (currently Incode 8 and soon Incode 10), and reviewed prior to preparing a summary invoice. GOLETA will send an invoice within 90 days of conclusion of the work performed. A detailed listing of these charges will be kept on file at the GOLETA office and made available to BUELLTON upon written request. These records will be maintained for a period of one year after the day of the original invoice.

D. Payment Process

BUELLTON payment for additional or supplemental library management services is due to GOLETA within thirty (30) days of the date of the invoice. Payment will be made payable to: "City of Goleta" and mailed to: City of Goleta, Attention: Finance, 130 Cremona Drive, Suite B, Goleta, CA 93117. If such payment is not delivered to the GOLETA office within thirty days after the date of the invoice, GOLETA is entitled to recover interest thereon. Said interest shall be assessed using GOLETA's pooled interest rate in effect at the time; it shall commence thirty (30 days) after the date of the invoice and continue until such time as the payment is delivered to the GOLETA office described on said invoice.

Exhibit C Cost Model

The cost model determines the overall cost of providing library management services to BUELLTON, including the estimated management fee of support staff. The cost model is inclusive of budget line items to operate the branch library, and includes accounts related to staff salary and benefits, services and supplies, and capital outlay. In addition to the cost estimates, GOLETA'S cost model includes a management fee that is representative of the administrative overhead from support staff of providing library management services. The annual proposed operating budget represents the total cost for the library management operations for the following fiscal year.

1. Proposed Operating Budget

On or before March 1 of each year of this AGREEMENT, GOLETA will provide BUELLTON with a copy of its proposed operating budget for BUELLTON library for the following fiscal year. Any changes to the LIBRARY budget during the current fiscal year of this AGREEMENT, including any unanticipated reductions or increases, which would affect services or hours open to the public, will be communicated to BUELLTON as soon as possible. BUELLTON shall have the exclusive authority to accept or reject any changes or reductions in service levels or service hours requested by GOLETA. Where proposed reductions in service are the result of mid-year budgeting changes by GOLETA or an unexpected reduction in funding from the County of Santa Barbara, BUELLTON shall have the option of providing additional financial support to maintain service levels previously agreed to between THE PARTIES as set forth herein.

2. Salary and Benefits

This is the actual hourly cost of salary and benefits paid to the Library employee's classification for library management services based on staffing levels approved. Subject to future increases due to benefit and salary changes.

3. Services and Supplies

This category is the estimated direct cost of services and supplies to support the BUELLTON library. The line item accounts are consistent with GOLETA'S chart of accounts and were originally estimated based on information received at the time. This section of costs accounts for expenditures that can be directly charged against the library and clearly identified. Major costs include Black Gold Fees, IT services, courier delivery services, and GOLETA's management fee. Subject to future changes, due to changes in cost of contracts fees, or unanticipated direct costs.

4. Capital Equipment/Outlay.

This category is the estimated direct cost of book acquisitions (including processing fees) or other future capital outlay.

5. Management Fee.

The management fee is the estimated cost of support and administration provided by GOLETA support department staff. It includes support from General Government, Finance, and Goleta Library. The management fee is calculated using a time and materials survey cost model that incorporates the hourly labor and benefit rate of GOLETA staff that would be directly supporting the BUELLTON library. The model identifies direct tasks performed by staff and other direct costs provided to the library branches with reasonable assumptions. The cost model is to be used as a starting point for the first year and subject to future adjustments based on changes to direct tasks involved, staffing labor and benefit rates and service level adjustments. City-wide indirect overhead cost was not applied to the labor and benefit rates of staff. The management fee is subject to change annually due to increases in labor and benefit rates or updates to time and materials survey, and will be communicated to BUELLTON during the annual operating budget proposal.

6. True-up to actual cost.

The first-year cost estimates are based on information received from prior management, along with assumptions made for the upcoming year on estimated costs. Because this cost model estimates the costs for the upcoming year, a comparison of what was estimated and actually experienced will be performed after the close of next year. The difference in actual costs, whether higher (due to actual costs exceeding estimated costs) or lower (due to estimated costs exceeding actual costs), is then included in the costs estimated for two years later in order to true-up the estimated costs billed next year to the actual costs incurred. Due to the timing of actual costs known, being in the new fiscal year, there is a two-year lag for the true-up adjustment. Below is a sample schedule over a five-year period showing the estimated timing of the true-up being applied:

Years	1st Year	2nd Year	3rd Year	4th Year	5th Year
Fiscal Year	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Budget Period	July 1, 2019 - June 30, 2020	July 1, 2020 - June 30, 2021	July 1, 2021 - June 30, 2022	July 1, 2022 - June 30, 2023	July 1, 2023 - June 30, 2024
Actual Costs Known	<i>1st year in progress</i>	October 2020	October 2021	October 2022	October 2023
Budget Proposal for next FY	2nd Year - March 2020	3rd Year - March 2021 (1st True-up)	4th Year - March 2022 (2nd True-up)	5th Year - March 2023 (3rd True-up)	6th Year - March 2024 (4th True-up)
True-up Actual Costs Experienced	<i>no actual costs known until after FY</i>	<i>actual 1st year costs known, but in middle of 2nd year</i>	1st Year True-up	2nd Year True-up	3rd Year True-up

The top row indicates the year, and the date below shows the activity taking place, outlining the timing of when the actual costs are known, the timing of next fiscal year's budget proposal, and when the true-up is being applied and experienced. During the 1st year, actual costs are not known until after completion of the 1st year, while we are in the 2nd year. During the 2nd year, the 3rd year budget proposal will be developed, and the true-up will be applied to that budget. The 1st year true up is then experienced in the 3rd year. The table cells are color coded, to correspond with the period the information belongs to.

Exhibit D
Proposed Operating Budget for Fiscal Year 2019-20
(July 1, 2019 - June 30, 2020)

Buellton - Library		FY 19-20 Proposed
Revenues		
Donations	\$	2,050.00
Fees and Service Charges	\$	3,150.00
County Per Capita	\$	82,438.00
City Contribution	\$	141,641.00
Library Fines	\$	3,000.00
Other Revenue	\$	4,300.00
Total Revenues		\$ 236,579.00
Expenditures		
Salary and Benefits		
Total Salary and Benefits	\$	145,700.00
Supplies and Services:		
Black Gold	\$	19,163.00
Office Supplies & Expense	\$	2,665.00
Special Supplies and Expense	\$	4,115.00
Facilities Maint.	\$	7,000.00
Non-Contractual Services (Custodial/Copier)	\$	2,400.00
Advertising	\$	200.00
Printing & Binding	\$	150.00
Messenger/Delivery	\$	8,760.00
Postage/Delivery	\$	500.00
Telephone	\$	1,600.00
Internet/Cable	\$	2,800.00
Vehicle Fuel and Maintenance	\$	265.00
IT Services and Software (Direct Costs)	\$	18,848.28
Total Supplies and Services	\$	68,466.28
Capital Equipment:		
Book Acquisitions	\$	39,119.00
Total Capital Equipment	\$	39,119.00
Subtotal Expenditures	\$	253,285.28
Support Time and Materials (Mgmt. Fee):		
Gen Gov	\$	13,078.45
Finance	\$	4,305.65
Library	\$	17,997.45
Total Support Staff Time and Materials	\$	35,381.55
<i>Conversion to Admin Fee Rate</i>		<i>13.97%</i>
Total Expenditures	\$	288,666.83
Net Revenues Over Expenditures	\$	(52,087.83)

Exhibit D-1 Library Staffing

The purpose of this section is to incorporate into this agreement, the specific library staffing, including salary and benefits levels and authorized hours per/week for BUELLTON.

SCHEDULE OF AUTHORIZED POSITIONS FOR BUELLTON LIBRARY

BUELLTON LIBRARY STAFF: FY 2019-2020								
Buellton								
Position	Status	Class	Base Wage	Salaries	Benefits	Total S/B	Authorized Hrs/Week	Benefit Level
Senior Library Technician	Reg/FT	104/1	\$25.13	\$52,000	\$20,500	\$72,500	40	Full time
Library Technician	Hourly	103/1	\$22.79	\$18,100	\$1,400	\$19,500	15	N/A**
Library Technician	Hourly	103/1	\$22.79	\$18,100	\$1,400	\$19,500	15	N/A**
Library Assistant I	Hourly	101/2	\$20.90	\$15,800	\$1,300	\$17,100	15	N/A**
Library Assistant I (Vacant)	Hourly	101/2	\$20.90	\$15,800	\$1,300	\$17,100	15	N/A**
Total						\$145,700		

** CA Paid Sick Leave (24 hours)

Salary and benefits have been rounded and include a 3% salary increase effective on the first pay period after January 1, 2020, subject to the Memorandum of Understanding with SEIU, Local 620. Future staffing levels, authorized hours, and rates are dependent upon funding provided by BUELLTON.

Exhibit E
Legal Description

Legal Description

Lot No. 28, San Carlos de Jonata, Map 4, being a portion of a

PART OF TRACT NO. 8 of the Rancho San Carlos de Jonata, according to map entitled "Map of Survey made by F. F. Flourney of part of the Rancho San Carlos de Jonata for the Santa Ynez Valley Development Co., Santa Barbara County, California, February 1910," recorded April 8, 1910, pasted in Volume 5 of Maps and Surveys at Pages 51 to 56, both inclusive, said Tract #8 being shown on sheet pasted on Pages Nos. 53 and 54, to wit:

COMMENCING at a 3/4" pipe located on the center line of County Road to Lompoc 498.1 feet east of pipe at intersection point between center line of said road and the westerly line of Tract #8 (all pipes mentioned, except pipe at place of beginning, are shown on map of survey made by F. F. Flourney of Part of the Rancho San Carlos de Jonata and filed in the Santa Barbara County Recorder's office) and running thence 1st, on center line of above mentioned road S. 65 deg. 0' 20" E. 300 feet to a 3/4" pipe in asphalt pavement; thence 2nd S. 25 deg. 0' W. 580.8 feet to a 3/4" pipe; thence 3rd N. 65 deg. 0' 20" W. 300 feet to a 3/4" pipe; thence 4th N. 25 deg. 0' E., 580.8 feet to place of beginning.

RESERVING and excepting from said described land all oil, petroleum and other hydrocarbon substances, including natural gas in and upon said premises, and the same rights and privileges in respect to said land as those set forth and contained in that certain indenture of lease, reference to which is hereby made, heretofore entered into by and between the Santa Ynez Valley Development Co., a corporation, as first party, and Henry Joseph Crocker, as second party, on the 24th day of October, 1906, recorded on the 8th day of April, 1907, in Book "H" of Leases, page 351 et seq., records of said Santa Barbara County.

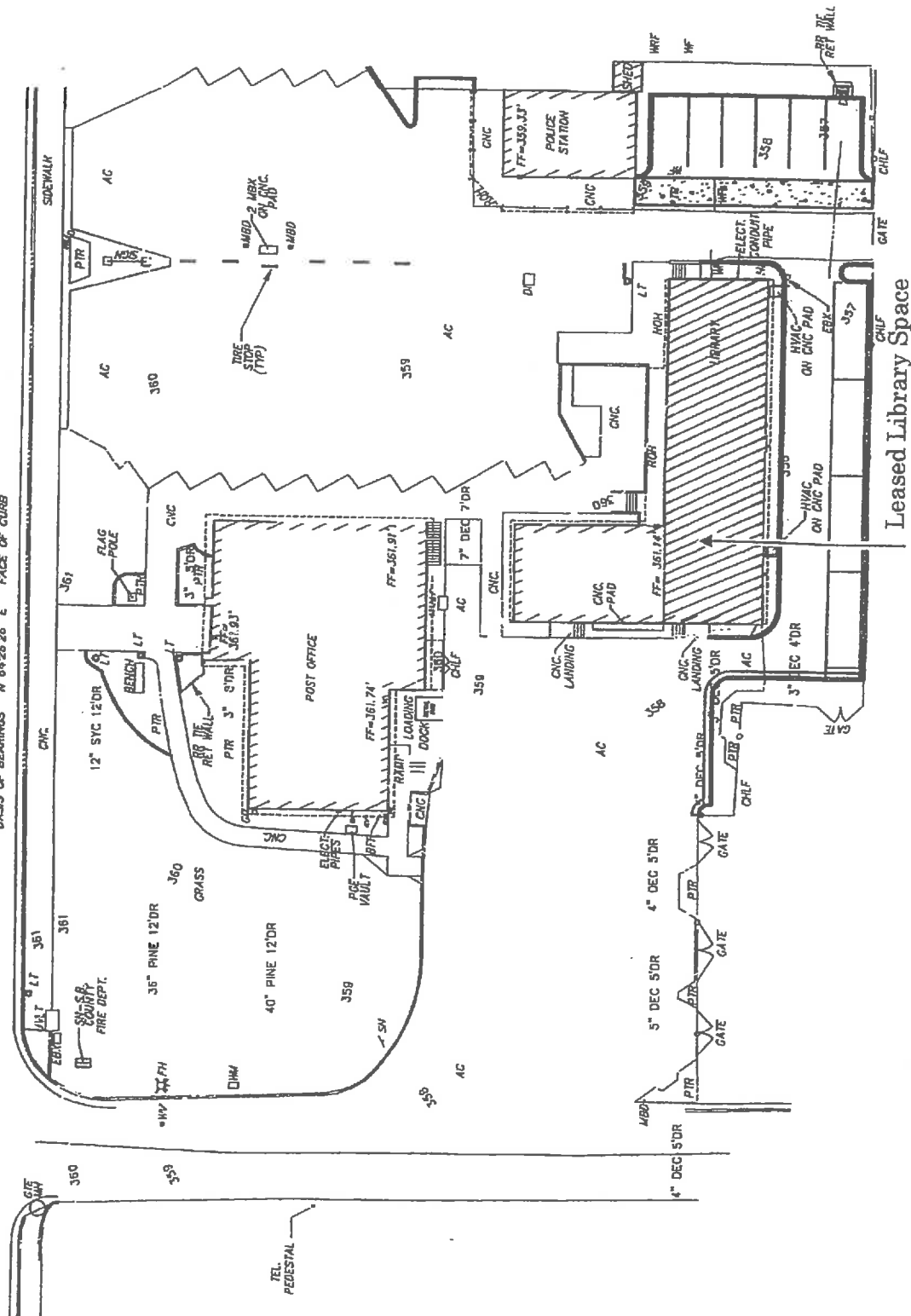
TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

**Exhibit E-1
Site Plan**

North ↑

HIGHWAY 246

BASIS OF BEARINGS N 84°28'26" E FACE OF CURB



Attachment 2

Draft First Amendment to Lease and Agreement for the Provision of Library Management Services between the City of Buellton and the City of Goleta at the Buellton Library

**FIRST AMENDMENT TO
LEASE AND AGREEMENT FOR THE PROVISION OF LIBRARY
MANAGEMENT SERVICES BETWEEN THE CITY OF BUELLTON AND THE
CITY OF GOLETA AT THE BUELLTON LIBRARY**

This First Amendment to Lease and Agreement for the Provision of Library Management Services between the City of Buellton and the City of Goleta at the Buellton Library (the “AMENDMENT”) is made and entered into as of _____, 2025, by and among the CITY OF BUELLTON, a municipal corporation (referred to hereinafter as “BUELLTON”) and CITY OF GOLETA (referred to hereinafter as “GOLETA”) (collectively referred to hereinafter as “PARTIES.” In consideration of the mutual covenants and agreements contained in this Amendment, PARTIES agree as follows:

1. Recitals.

1.1 On July 1, 2019, the Lease and Agreement for the Provision of Library Management Services between the City of Buellton and the City of Goleta at the Buellton Library (“AGREEMENT”) was executed and became effective.

1.2 The specified location of the Buellton Library in this AGREEMENT is that portion of that certain real property located at 140 West Highway 246, Buellton CA, 93427 as more particularly described on AGREEMENT’s Exhibit E (Legal Description), but limited to that area depicted as "library" on Exhibit E-1 (Floor Plan), attached and incorporated thereto by reference.

1.3 BUELLTON has acquired and improved property located at 202 Dairyland Road, Buellton, CA, 93427, with a portion of this property identified as a new library location, which shall replace the location identified in the AGREEMENT in January of 2025.

2. Original Development Agreement Provisions. All of the provisions of the executed AGREEMENT shall continue to apply, unless modified herein.

3. Amendments to the AGREEMENT.

Section 3 (Lease and Premises) of the Agreement is hereby amended to read as follows:

BUELLTON agrees to lease to GOLETA, on the terms and conditions, hereinafter set forth, and in its "as is condition", those premises as follows for the purpose of operating the LIBRARY:

That portion of that certain real property located at 202 Dairyland Road, Buellton, CA, 934427, as more particularly described on Exhibit A (Legal Description) of the AMENDMENT, but limited to that area depicted as “library” on Exhibit A-2 (Floor Plan), attached herewith and incorporated hereto by reference.

Pursuant to Section 7 of the COUNTY AGREEMENT, GOLETA shall occupy and have exclusive use of the premises for the administration, management, and

operation of said LIBRARY as provided herein for the term of this AGREEMENT and any extensions thereof.

GOLETA shall pay to BUELLTON an annual lease rental rate of One Dollar (\$1.00).

Title to the LIBRARY improvements shall remain in BUELLTON during the term and shall remain in BUELLTON upon the expiration or termination of this AGREEMENT.

BUELLTON shall pay and discharge all taxes and assessments, including special assessments, if any, levied upon the premises.

If the premises are totally destroyed by fire or other casualty, this AGREEMENT shall terminate. If a casualty renders ten percent or less of the floor space of the premises unusable for the purpose intended, BUELLTON shall promptly repair the premises, but in any event within 120 days of the casualty, or GOLETA may terminate this AGREEMENT by written notice to BUELLTON.

If a casualty renders more than ten percent of floor space of the premises unusable, GOLETA may choose to remain and BUELLTON shall promptly repair the premises within 120 days of the casualty, or GOLETA may terminate this AGREEMENT by written notice to BUELLTON, within 10 days of the casualty. If the casualty renders fifty percent or more of the floor space unusable, this AGREEMENT may be terminated at the option of GOLETA or BUELLTON.

Except as provided herein, BUELLTON shall not make any structural alterations to the LIBRARY without providing at least thirty (30) days prior written notice to GOLETA. To the extent feasible, BUELLTON shall make such alterations only at such time as does not conflict with GOLETA's operation of the LIBRARY. BUELLTON may perform such structural alterations without thirty (30) days prior written notice to GOLETA if, in BUELLTON's sole discretion, such alterations are immediately necessary to protect public health or safety, to protect the contents of the LIBRARY, or to remedy an emergency. BUELLTON shall endeavor to afford GOLETA advance notice of structural alterations performed in such circumstances.

GOLETA shall not be obligated to nor shall it make any structural alteration to the LIBRARY without the express written consent of BUELLTON. For purposes of this provision, a "structural alteration" shall be any modification that results in a change in the structural integrity of the LIBRARY, or change in the location, design, area or size of any wall, window or door. A "structural alteration" also shall include any modification that alters the gross cubic area of the LIBRARY and any substantive modification to finish materials.

Section 21 (Notices) of the AGREEMENT is hereby amended to read as follows:

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO GOLETA:

Attention: Robert Nisbet, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO BUELLTON:

Attention: Scott Wolfe, City Manager
City of Buellton
107 West Highway 246
P.O. Box 1819
Buellton, CA 93427

In concurrence and witness whereof, this AGREEMENT has been executed by the PARTIES effective on the date and year first above written.

CITY OF GOLETA

CITY OF BUELLTON

Robert Nisbet, City Manager

Scott Wolfe, City Manager

ATTEST

ATTEST

Deborah Lopez, City Clerk

Linda Reid, City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

, City Attorney

Greg Murphy, City Attorney

Exhibit A

Property Legal Description

The land referred to herein is situated in the State of California, County of Santa Barbara and described as follows:

LOT 35 OF TRACT NO. 31,001-1, IN THE CITY OF BUELLTON, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 181, PAGES 44 THROUGH 49 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AMENDED PURSUANT TO THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED JUNE 7, 2004 AS INSTRUMENT NO. 2004-60549 OF OFFICIAL RECORDS.

APN: 099-660-035

(End of Legal Description)

Exhibit A-1

Site Plan

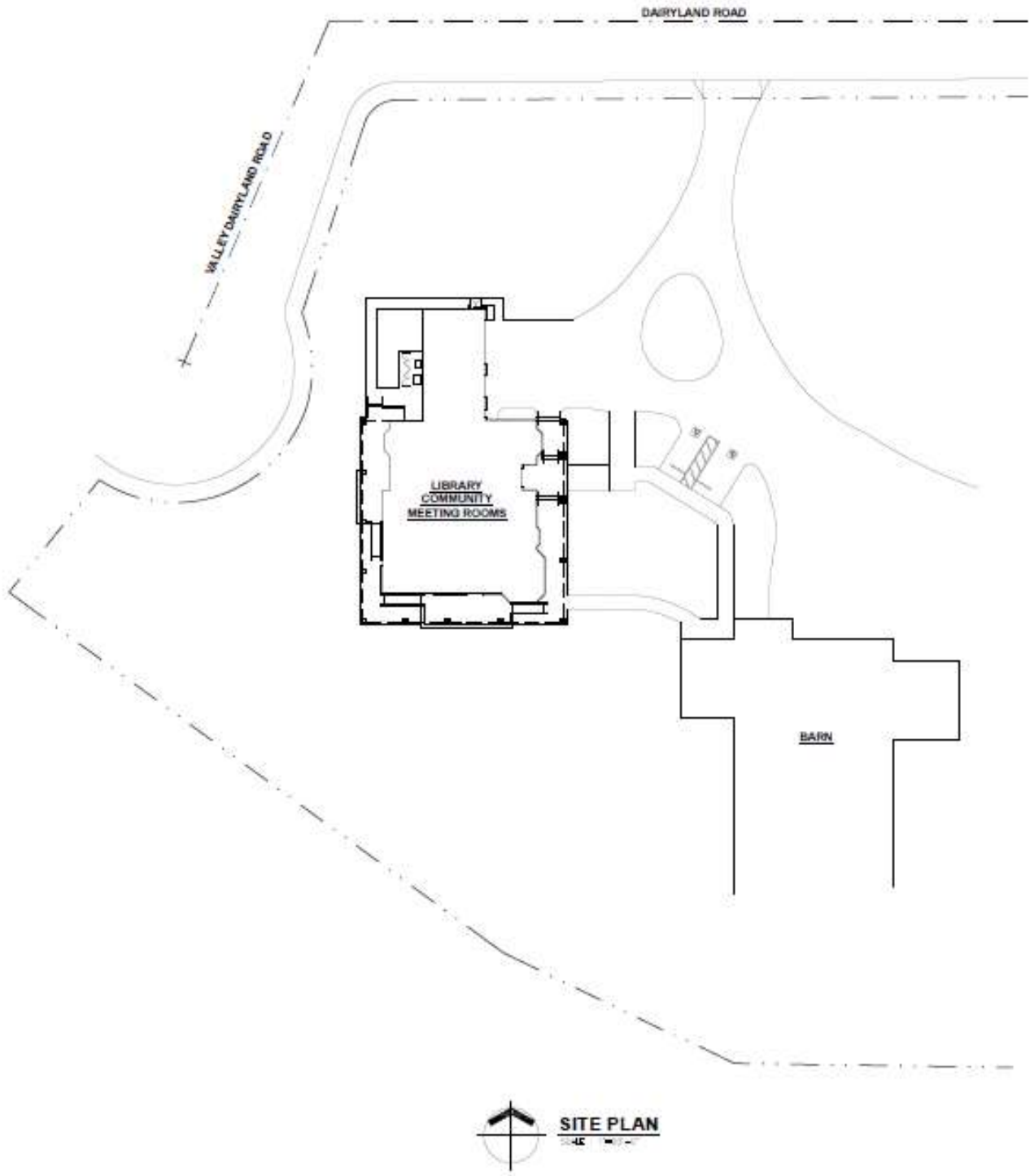


Exhibit A-2

Floor Plan

