

**JOINT USE COOPERATIVE AGREEMENT FOR  
THE LINCOLN PUBLIC LIBRARY AT TWELVE BRIDGES**

This Cooperative Agreement (this "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the City of Lincoln, a municipal corporation ("City"), the Western Placer Unified School District, a political subdivision of the State of California ("School District"), and the Sierra Joint Community College District, a political subdivision of the State of California ("College") (each an "Agency" and collectively, the "Agencies").

**RECITALS**

WHEREAS, the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000, as provided for in the California Education Code sections 19985, *et seq.* (the "Act") provides for grants for the construction of public libraries and establishes a priority for projects when two or more public agencies agree to a joint use of a library through a cooperative agreement; and

WHEREAS, the City, School District, and College mutually desire to enter into such a joint use cooperative agreement and for the City to apply for a grant ("Grant") for a joint use co-located public library pursuant to the Act, which application dated March \_\_\_\_\_, 2003 (the "Application") is incorporated herein by reference as though set forth in full in this Agreement; and

WHEREAS, the City, School District, and College believe that in order to provide a public library for the benefit of the citizens of Lincoln and students of School District and College, such a cooperative approach and a joint use of a public library would be the best and most economical use of public funds; and

WHEREAS, the City intends to construct a joint use co-located public library for the benefit of the City, School District and College, in compliance with the terms of this Agreement and the Act, referred to as the "Lincoln Public Library at Twelve Bridges", (the "Library") on certain real property situated in the City of Lincoln, County of Placer, State of California, on Twelve Bridges Drive, consisting of about five (5) acres, more or less, of unimproved land, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Library site"); and

WHEREAS, the School District intends to purchase certain unimproved real property situated on Twelve Bridges Drive, in the City of Lincoln, County of Placer, State of California, consisting of about 35 acres, more or less, situated adjacent to the Library site. This property will be the site of a new high school campus at Twelve Bridges to be constructed by the School District to accommodate new students moving into the District (the High School site); and

WHEREAS, the College intends to construct a college campus on certain unimproved real property situated on Twelve Bridges Drive, in the City of Lincoln,

County of Placer, State of California, consisting of 23 acres, more or less, situated adjacent to the Library site and High School site (the "College campus"); and

WHEREAS, the City intends to purchase from the College, the Library site, on the terms and conditions set forth in that certain Purchase and Sale Agreement between the City and the College, dated \_\_\_\_\_, 2003, incorporated herein by reference (the "Purchase and Sale Agreement"), for the purpose of constructing and operating the Library described in this Agreement; and

WHEREAS, the City, School District and College shall make payments to the City to cover the Local Match Funds, Supplemental Local Funds, Collections, Initial Start-up Expenses, Annual Expenses and other costs not covered by the Grant funds to construct and operate the Library on the Library site, at the times and in the amounts specified in this Agreement for the term of this Agreement; and

WHEREAS, the City desires to expand its current library services to meet the needs of its residents. The population of the City is expected to grow from its current 17,713 residents to about 60,000 residents within the next 20 years. Currently, it has one public library, which was constructed in 1909, consisting of 2,300 square feet, with a collection of about 8,000 volumes; and

WHEREAS, it is to the mutual benefit of the City, the College and the School District to contribute jointly to the establishment of a joint use co-located public library which can serve the interest, convenience and needs of the general public, the College and the School District, for children and adults of all ages; and

WHEREAS, the City, the College and the School District desire to enter into this Agreement to work cooperatively to construct, maintain, and operate a joint use co-located public library on the Library site, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the promises herein, the Agencies herein do hereby agree as follows:

**ARTICLE 1**  
**GENERAL PROVISIONS**

**Section 1.1**    Effective Date

This Agreement is contingent upon approval by the governing boards of each Agency. This Agreement will become effective on the date when the last Agency authorizes its designated representative to execute this Agreement on behalf of that Agency (the "Effective Date").

**Section 1.2** Effect of Headings

The headings or titles of the several articles and sections in this Agreement are solely for convenience of reference. They shall not control, affect, modify, amend or change the meaning or construction of any term or provision contained in this Agreement. References in the headings or titles to “Elements” are to the elements as listed in Section 20440: Appendix 2 of the Act’s regulations which lists the required elements for joint use cooperative agreements under the Act.

**ARTICLE 2**  
**TERM (Element #12; Element #13)**

**Section 2.1** Term

The term of this Agreement shall commence upon the Effective Date and continue for a minimum of fifty-five (55) years following the date upon which the Library first begins to provide library services to the public ("Opening Day"), and as may be extended by the Agencies. Following such initial term, the Agreement shall remain in full force and effect so long as the Agencies jointly maintain and operate the Library in accordance with this Agreement; provided, however, that this Agreement may be terminated after such initial term by any Agency giving 365 days or more prior written notice to the other Agencies.

**Section 2.2** Early Termination

A. No Conveyance. In the event that the College has not conveyed the Library site to the City, on or before March 15, 2003, then this Agreement shall terminate and shall be of no force and effect.

B. Failure to Receive Grant Funds. If the California Public Library Construction and Renovation Board (“Board”) does not award the Grant to the City by December 31, 2004, then (1) on the date set forth in subsection E, below, this Agreement shall terminate and shall be of no force, and (2) City shall immediately convey to the College, by grant deed, at no cost to the College, fee simple title to the Library site, free of all liens and encumbrances, taxes and assessments and other exceptions to title that did not exist at the time it was conveyed by the College to the City.

C. Failure to Construct Library. If, within four (4) years of the date that the City receives the Grant funds, the construction of the Library is not complete, the Agencies shall meet and confer to determine methods to expedite completion of the Library construction. The City agrees to give at least six (6) months prior written notice to the School District and the College, if the City will not be able to complete construction within the four (4) year time frame. If it is determined that the City cannot complete the Library construction due to emergencies or natural disasters, such as fire, flood, strike, accident, consequences of foreign or domestic wars, or any other cause beyond the control of the agencies to the Agreement which will delay or interfere with

construction of the Library facilities described in this Agreement, the Agencies shall have an affirmative obligation to meet and confer for the purpose of determining the ways and means to complete the Library construction.

D. No Further Obligation. Except as provided in subsection E of this Section 2.2, in the event of termination pursuant to subsection B of this Section 2.2 of this Agreement, the College, the School District and the City shall have no further obligation whatsoever to the City or to each other, for the payments described in this Agreement, and City shall immediately convey to the College, by grant deed, at no cost to the College, fee simple title to the Library site, free of all liens and encumbrances, taxes and assessments and other exceptions to title that did not exist at the time it was conveyed by the College to the City.

E. Recordation of Grant Deed. Upon the date of recordation of the grant deed conveying fee simple interest in the Library site to the College, as described in subsection B and subsection D of this Section 2.2, this Agreement shall terminate, and no Agency shall have any further obligations whatsoever to any other Agency under this Agreement.

### **ARTICLE 3 LOCATION (Element #6)**

The Library will be located on approximately five acres, contiguous to the proposed educational center at Twelve Bridges. The Library, High School site and College campus will be built on land located southeast of the intersection of State Route 65 and Twelve Bridges Drive, in Lincoln, California. The land upon which the Lincoln Public Library at Twelve Bridges is located is further described in Exhibit "A."

### **ARTICLE 4 MISSION STATEMENT**

The Library will serve the library service needs of the greater Lincoln community, high school students and teachers, and community college students and faculty. To do so, it must meet the basic library service needs of these three user groups.

#### **Section 4.1 Library Mission Statement**

The mission of the Lincoln Public Library at Twelve Bridges will be to provide an accessible community resource to support the cultural, educational and informational needs of the community of the greater Lincoln area. The Library will meet the public's information needs with special emphasis on the educational and recreational needs of high school and community college students and faculty. The Library will provide these services to support individual and group improvement, enrichment, increased opportunity, knowledge, and recreation.

The Plan of Service shall be used along with institutional goals in the annual planning process and may be reviewed and revised periodically by the Library Advisory Committee. The Library Plan of Service is incorporated by reference in this Agreement.

**ARTICLE 5  
GOVERNANCE (Element #1)**

The Library is a joint use co-located library between the City of Lincoln, the School District and the College.

The City Council of the City of Lincoln is the governing board for the Library. The City shall have responsibility for the management, supervision, staffing, administration and operation of the Library, subject to the terms and conditions of this Cooperative Agreement.

**ARTICLE 6  
OWNERSHIP (Element #7)**

During the term of this Agreement and all extended terms of this Agreement, the City will own the Library, and the land, facilities, furnishings, equipment and library materials that are funded as a result of the grant. Upon termination of this Agreement, title to the real property shall remain in the City, and all furniture, furnishings and Collections, as that term is defined in Section 15.3 of this Agreement, will be owned jointly by the City, School District and the College, except the ongoing software licenses separately purchased and owned by any one Agency, and any furnishings, collections, equipment and library materials that one Agency may purchase, own and place in the Library, as provided in the paragraph below, which property shall be and remain the property of the Agency that supplied or purchased it. All furniture and furnishings affixed to the walls for safety purposes shall not become part of the real property.

The School District and the College may purchase, own and place additional furnishings, equipment and library materials in the Library, subject to the approval by the City of Lincoln, and subject to agreement by the Agencies that such additional furnishings, equipment and library materials will be available to all Library patrons on the same basis as all other furnishings, equipment and library materials purchased pursuant to this Agreement.

**ARTICLE 7  
GRANT OF RIGHT TO USE**

**Section 7.1**    Right to Use

The City hereby grants to the College and the School District, and the College and School District hereby accept from the City, the non-exclusive right to use the Library to be constructed on the Library site, provided that the College and School District comply

with the terms and conditions of this Agreement including and not limited to the obligation of the College and School District to pay their respective shares of the funds for the Library construction, maintenance, and operations as provided in Article 20 of this Agreement. This right to use is not revocable, except for cause. The term "cause" means a breach of one or more material terms of this Agreement that continues for more than ninety (90) days, after the breaching party has received written notice of the breach from one of the parties to this Agreement and the breaching party fails to take reasonable steps to correct the breach during that time period.

**Section 7.2** Breach

Failure of an Agency to pay its respective share of the funds for the Library as provided for in the Library Project Budget, Initial Start-Up Expenses, Collections and continuing Annual Expenses in Article 20 of this Agreement constitutes a breach of a material term of this Agreement. If said Agency fails to pay its share of the funds within 90 days following written notice from the other Agencies to this Agreement, that Agency shall be considered in default and subject to the provisions contained in Article 36 of this Agreement. In the event that the non-binding mediation procedure in Article 36 of this Agreement does not remove the default within 365 days following the written notice required under this Section 7.2, the other Agencies may seek a judicial determination that said Agency has withdrawn pursuant to Article 28 of this Agreement.

During any period when an Agency is in breach of this Agreement, all rights and privileges of such Agency under this Agreement shall be suspended.

In no event however, shall any active student in good standing of the College or School District be denied admittance to the Library nor access to any Library services as a result of such breach of this Agreement.

**ARTICLE 8  
CONSTRUCTION OF LIBRARY**

**Section 8.1** City's Duty to Construct Library.

The City shall be responsible for developing and constructing the Library and other improvements associated with the construction of the Library site (the "Improvements") in accordance with the plans and specifications prepared by NTD Architects and approved by the City, after consultation with the College and the School District.

**Section 8.2** Description of Library and Improvements.

The Library and other Improvements to be constructed on the Library site shall consist of a Library building of approximately 37,872 gross square feet, plus or minus, 152 public parking spaces situated adjacent to the Library building and within the legal boundary of the Library site, curbs, gutters, sidewalks, landscaping, roadway and other

site improvements, as more particularly described in Section 20.1.2 of this Agreement, as specified on the conceptual plans prepared by NTD Architects after review and approval by the Agencies, and as submitted as part of the application for Grant funds, which architectural plans are incorporated herein by reference as though set forth in full in this Agreement.

**Section 8.3** Public Bidding.

The City shall hold the public bidding for construction of the Library and Improvements no later than two (2) years from the date the City receives Grant funds. The Agencies estimate that construction of the Library and Improvements shall be completed within two (2) years after the date the bid is let. The City shall provide the Agencies with a written estimated timeline for completing construction of the Library and Improvements as soon after award of the construction contract as is feasible. The timeline shall be attached to this Agreement as an amendment.

**Section 8.4** Diligent Prosecution of Completion.

It is the intent of the Agencies that the Library and Improvements shall be operational no later than four (4) years from the date the City receives the Grant funds. Once the work is begun, the City shall with reasonable diligence prosecute to completion all construction of the Library and Improvements, and, from time to time, all additions and alterations.

**Section 8.5** Title to Improvements.

Subject to the terms of this Agreement, title to the Library and Improvements constructed on the Library site shall be and remain in the name of the City.

**Section 8.6** Indemnification.

The City shall defend and indemnify the College and the School District, and each of them, against all liability and loss of any type arising out of the construction of the Library and Improvements by the City, together with reasonable attorney's fees and all costs and expenses incurred by the College and the School District in negotiating, settling, defending or otherwise protecting against such claims, except to the extent of the negligent acts or omissions of the College or the School District.

**Section 8.7** Compliance with Applicable Laws and Regulations.

The City shall comply with all applicable federal, state and local laws and regulations and governmental permits applicable to the construction of the Library and Improvements, including but not limited to compliance with Field Act requirements, (Education Code sections 17280, *et seq.* and 81130, *et seq.*), payment of prevailing wage rates, initiation and enforcement of a labor compliance program, (AB 1506, Stats. 2002, ch. 868), storm water management regulations, building codes, fire codes, handicapped

access and other state, federal and local laws. The City shall pay any and all fees and charges levied in connection with obtaining the required plan approval.

**Section 8.8** Changes and Alterations.

The City shall make no major change, alteration or improvement to the Library or the Improvements without first discussing with the College and School District the impact of the proposed change, alteration or improvement, including but not limited to the timing and effect of such alternation, change or improvement upon the continued use of the Library by the College and the School District.

**ARTICLE 9  
USE**

The Agencies may only use the Library as a joint use, co-located public library, for the benefit of the City, the College and the School District, and for no other purpose.

**ARTICLE 10  
NO PARCEL MAP REQUIRED**

The right to use the Library facilities constructed on the Library site granted to the College and the School District under this Agreement is exempt from the parcel map filing requirements of the Subdivision Map Act, under Government Code section 66428. The City hereby waives any right it may have to require a parcel map in this case and affirms the absence of any local ordinance or public policy considerations which would cause the City to require a parcel map.

**ARTICLE 11  
LIBRARY ADVISORY COMMITTEE (Element #1)**

There shall be a Library Advisory Committee (“LAC”) for the Library, to make recommendations to the Lincoln City Council concerning library policies and the operation and administration of the Library.

**Section 11.1** Composition and Terms of the Library Advisory Committee

The LAC consists of fifteen members..

Five of the members of the LAC shall be the members of the Lincoln Library Board (as appointed by the Lincoln City Council). The terms of these members shall coincide with the terms of each member's appointment to the Lincoln Library Board.

Five of the members shall be appointed by the Board of Trustees of the School District.

Five of the members shall be appointed by the Board of Trustees of the College.

The terms of the members of the LAC who are appointed by the Board of Trustees of the School District and the Board of Trustees of the College shall be four years. Of those who are first appointed, they shall draw lots to determine two members representing the School District and two members representing the College who shall serve an initial two year term, and three members representing the School District and three members representing the College who shall serve an initial four year term. Subsequent terms shall be for four years. The number of terms that a member may serve shall not be limited.

The City Clerk of the City of Lincoln shall notify the Lincoln City Council, the Board of Trustees of the School District and the Board of Trustees of the College of vacancies on the LAC.

### **Section 11.2 Advisory Committee Bylaws**

The LAC shall adopt bylaws governing its conduct, consistent with the terms and conditions of this Agreement.

### **Section 11.3 Advisory Committee Duties**

(a) The LAC may propose rules, regulations and bylaws necessary for the administration, governance and protection of the Library and all property belonging thereto.

(b) The LAC may make recommendations regarding any trust declared or created for the Library, and may recommend acceptance of gifts and bequests to be held in trust or otherwise, including property, and the disposition of property for the benefit of the Library.

(c) The LAC may recommend the duties and powers of the Library Director and other employees of the Library and may recommend the number of employees and their compensation.

(d) The LAC may recommend the purchase of necessary books, journals, publications and other personal property, subject to Section 15.3 of this Agreement.

(e) The LAC may recommend the purchase of real property, and the erection or rental of equipment, buildings, or rooms as may be necessary, when in its judgment a suitable building or portion thereof has not been provided.

(f) The LAC may recommend that the appropriate state officials be requested to furnish the Library with copies of any and all reports, laws, and other publications of the state not otherwise disposed of by law.

(g) The LAC may recommend that the Library borrow, lend and exchange books and other materials with other libraries, and may recommend that non-City residents be

permitted to borrow items upon such conditions as may be recommended, except non-City resident students of the School District and the College shall not be subject to special conditions for borrowing from the Library.

(h) The LAC may recommend the approval or amendment of the annual budget and capital budgets prepared by the Library Director under the direction of the City Manager.

(i) The LAC may recommend any and all other acts and things necessary or proper to carry out the mission of the Library.

**ARTICLE 12**  
**TECHNICAL ADVISORY COMMITTEE (Element #1)**

**Section 12.1** Technical Advisory Committee

There shall be a six member Technical Advisory Committee ("TAC"), to make recommendations to the Lincoln City Manager and the LAC concerning library policies and the operation and administration of the library. The TAC shall be responsible for ensuring that the daily operations, room utilization policies and priorities, and other programs of the Library reflect the interests of the three Agencies.

**Section 12.2** Composition and Terms of the Technical Advisory Committee

The TAC shall consist of the Library Director and one other staff member appointed by the Lincoln City Manager, two staff members appointed by the Superintendent of the School District, and two staff members appointed by the President of the College. The length and number of terms that a TAC member may serve shall be in the discretion of the appointing authority and shall not be limited.

**Section 12.3** Technical Advisory Committee Duties

The duties of the TAC shall be to assure that the daily operational policies and procedures of the Library reflect the interests of the three Agencies, and to resolve any operational conflicts that might arise. The TAC will also make recommendations to the LAC in fulfillment of its duties as specified in this Cooperative Agreement and to the Library Director and the City Manager in fulfillment of their administrative and operational responsibilities.

**ARTICLE 13 (Element #1)**  
**DISTINCTION BETWEEN LIBRARY ADVISORY COMMITTEE,  
CITY COUNCIL, LIBRARY DIRECTOR AND TECHNICAL ADVISORY  
COMMITTEE RESPONSIBILITIES**

(a) The LAC is an advisory body to the Lincoln City Council regarding the Library. The Committee shall make recommendations to the City Council concerning library policies and priorities for the operation and administration of the library.

(b) The City Council shall approve all policies and priorities for the operation and administration of the Library.

(c) The Library Director and the employees of the Library, under the direction of the City Manager, shall have administrative and operational responsibilities to propose and implement the policies, priorities and operational directives recommended by the TAC and/or the LAC and approved by the Lincoln City Council.

#### **ARTICLE 14 MANAGEMENT (Elements #1 and #9)**

The City will manage, staff, supervise, maintain and operate the Library, as further described in this Agreement. The Library will be managed by a City of Lincoln Library Director, who shall be responsible to the City Manager of the City. The City Manager shall consult with the Superintendent of the School District and the President of the College, or their designees, in the process of selecting the Library Director. The City Manager shall also consult with the Superintendent of the School District and the Superintendent/President of the College, prior to evaluating or disciplining the Library Director. The Library Director shall possess a Masters Degree of Library Science from an American Library Association accredited program. The City Manager of the City shall determine the methods of delivery of library services.

#### **ARTICLE 15 LIBRARY SERVICES (Element #2)**

##### **Section 15.1 Library Minimum Service Standards**

The minimum joint library services to be provided by the Library are those as set out in Exhibit "B" attached hereto and incorporated herein by reference. The Library Service Plan is more particularly described in the Application.

##### **Section 15.2 Additional Services**

The Agencies agree that any individual Agency may provide additional library services at the Library, at their own cost, and subject to approval by the Lincoln City Council, which approval shall not be unreasonably withheld.

##### **Section 15.3 Collections**

Collections are defined as any materials such as books, magazines, microfilm, electronic resources, etc., acquired for the Library for educational or recreation purposes ("Collections"). The Collections shall be of sufficient scope and currency to serve the

greater Lincoln area as well as support the curriculum of the School District and the College

The Library's Collections will be cataloged using an automated cataloging system. Uniform and multiple accesses through a public access catalog are essential to make available information in all types of formats.

The Library will have a written Collection development policy. The policy will establish clear guidelines for the types of materials to be acquired, acquisition priorities, procedures, processing for leasing and rental of materials, challenge and withdraw as well as disposition of materials. The policy will be developed in consultation with the TAC and LAC.

Each Agency shall be responsible for selecting the Collections that best meet the needs of its constituency and expending annually the budgeted dollars contributed by that Agency, as specified through the first four full operating years in Section 20.2.1 and Section 20.3.1 and as determined by the annual Collections budget in each fiscal year thereafter. The value of all additional Collections will be identified as having been credited to the selecting Agency. The implementation of this policy will be the responsibility of the TAC.

#### **Section 15.4** Professional Staff

The Library will employ a Library Media Teacher holding a valid credential authorizing services as a librarian issued by the State Board of Education or Commission for Teacher Preparation and Licensing. The Agencies agree that the Library Media Teacher shall also provide consultation support to other WPUSD campuses.

Professional staff, trained and knowledgeable about learning resources, information, and/or media materials and services will be present during all school hours of operation. Professional Library staff will collaborate with classroom teachers and faculty to integrate information skills and use of technology into the curriculum.

Student assistants will perform a variety of tasks that assist and complement professional staff, clerical staff and technicians. Student assistant programs offer work opportunities and career exploration for student workers.

#### **Section 15.5** Library Privileges

Members of the public and students shall have access to the Library during all hours that the Library is open. The College and the School District may suspend or revoke student Library privileges for cause, and the City may suspend or revoke Library privileges of members of the public for cause.

**ARTICLE 16**  
**LIBRARY HOURS (Element #3)**

The Agencies agree that the Library will be open for the public for not less than 64-1/2 hours per week as follows:

Monday through Thursday	7:30 a.m. to 8:00 p.m.
Friday	7:30 a.m. to 5:00 p.m.
Saturday	12:00 noon to 5:00 p.m.

The Library will be closed on Sundays and holidays designated by the Lincoln City Council.

The City Manager, following consultation with the LAC, may modify the daily scheduled hours. Any change reducing the hours to less than 64-1/2 hours per week will require approval by all of the Agencies. It is the intent of the Agencies to add additional hours to the Library once the College commences evening courses.

**ARTICLE 17**  
**STAFFING (Element #4)**

**Section 17.1** Staff

The number and classification of the staff of the Library shall be recommended by the City Manager and determined by the Lincoln City Council as part of the annual budget process, with input from the LAC. As a basis for the first full year of operation, the Agencies agree the target for the number and classification of full-time equivalent (fte) staff members shall be as follows:

- Library Director (1)
- Library Media Teacher (1)
- Reference Librarians (.8)
- Children's Librarian (1)
- Library Technician (2)
- Shelvers (1.5 fte)
- Library Assistant (1.5 fte)

The Agencies agree that the number and classification of staff referenced above shall be a full-time equivalent guideline, and not a definitive listing for future staffing of the Library. The Agencies agree that part-time students or other part-time staff may be utilized for staffing, and that the City may contract with the School District, the College or other public or private entities for any of the staff or support positions necessary to operate the Library.

**Section 17.2** Support Services by the City

Except as otherwise agreed by the Agencies, the City will provide support services such as risk management, budget, accounting, payroll, purchasing, recruitment, personnel management and other typical municipal support services to the Library. The Agencies acknowledge that the City's costs for such support services will exceed those that would otherwise be incurred by the City in a library that does not serve three entities. The Agencies agree that the annual budget will include a reimbursement to the City for the incremental cost of providing such services for the Library. The reimbursement shall not exceed 5% of the direct library costs.

### **Section 17.3 Contract Services**

The Agencies agree that the City may contract with the School District, the College or other public or private entities for any services necessary to operate the Library. The Agencies agree that such services shall be determined in advance of the services being delivered, and will be the subject of a separate written agreement between the City and the entity providing the service. The School District and the College, and each of them, shall each be reimbursed at its direct hourly rate for personnel, plus actual costs for materials and supplies for such services, plus no more than 5% of the direct costs for its administrative costs, so charged.

The College will provide Library system technical support services, on the terms and conditions described in this Section 17.3.

## **ARTICLE 18 VOLUNTEERS (Element #5)**

The Agencies agree that volunteers are important contributors to a successful library program, and qualified volunteers will be welcome to participate in the Library. The Agencies also agree that volunteers are most appropriately used to supplement essential Library services provided by full time and part time paid library professionals. Volunteers in the Library will provide supplemental support and will be coordinated by library professionals. Volunteers will be required to meet all applicable California Code requirements.

## **ARTICLE 19 CONVEYANCE OF LIBRARY SITE**

### **Section 19.1 Conveyance and College Credit toward Library Project Budget**

The College shall convey, and the City shall accept conveyance of the Library site consisting of about five (5) acres, more or less, of unimproved land, more particularly described in Exhibit "A" attached hereto, on or before March 15, 2003, on the terms and conditions set forth in the Purchase and Sale Agreement. Payment for the conveyance of the land shall be deferred, and shall be in the form of a credit toward the College's contribution for the Library Project Budget, as specified in this Article and Article 20 of this Agreement.

**Section 19.2** Purchase Price.

The purchase price of the Library site shall be \$1,250,000, based upon a value of \$250,000 per acre.

**ARTICLE 20**  
**SOURCES AND USES OF FUNDING (Element #8)**

The City, the School District, and the College will jointly fund the Library construction, maintenance and operations of the Library, as described in this Agreement.

The Agencies acknowledge that the School District's and the College's obligation to fund the Local Match Funds and Supplemental Local Funds, as defined in Section 20.1.1, below, plus Initial Start-Up Expenses, Collections and Annual Expenses, as defined in Sections 20.2.1, 20.3.1 and 20.4.1, respectively is in consideration of the non-exclusive right of the School District and the College to use the Library for the term of this Agreement, subject to the terms of Article 7 of this Agreement.

Sources and Uses of funds are divided into four categories: Library Project Budget, Initial Start-Up Expenses, Collections and Annual Expenses.

**Section 20.1.1** Library Project Budget

The Library Project Budget represents the initial capital cost to acquire the land and build the Library. The total Library Project Budget is \$16,415,807, as detailed in a pro forma Library Project Budget, which is attached to this Agreement as Exhibit "C" and incorporated herein by reference.

The total Library Project Budget (capital cost) is divided into "Eligible" and "Ineligible" costs under the Act.

The Eligible costs are \$16,034,366. Sixty-five per cent of the Eligible costs is \$10,422,338, which will be funded by State of California Matching Funds under the Act. The remaining thirty-five per cent of the Eligible costs is \$5,612,028, which will be funded by the Agencies and are referred to as "Local Matching Funds."

The Ineligible costs are \$381,441. Ineligible costs do not qualify for State of California Matching Funds under the Act. One hundred per cent of the Ineligible costs will be funded by the Agencies and are referred to as "Supplemental Local Funds."

The sum of the Local Matching Funds and the Supplemental Local Funds is \$5,993,469.

Each of the Agencies agrees to contribute one-third of the sum of the Local Matching Funds and the Supplemental Local Funds (\$1,997,823). The College contribution shall consist of a combination of cash and a credit for the purchase price of the Library site conveyed to the City by the College.

Based upon this Agreement, the Agencies' contributions in cash and land value credit toward the sum of the Local Matching Funds and the Supplemental Local Funds are as follows:

College Land Value Credit	\$1,250,000
College Cash	\$ 747,823
School District Cash	\$1,997,823
City of Lincoln Cash	<u>\$1,997,823</u>
Sum of Local Matching Funds and Supplemental Local Funds:	\$5,993,469

**Section 20.1.2**            Sharing of Site Development Costs

It is understood and agreed by the Agencies that the site development costs included in the Library Project Budget are those that are (1) necessary and directly related to the construction of the Library, (2) within the legal boundaries of the Library site, and (3) no more than 100 feet beyond the legal boundaries of the site and are required to tie-in the Library site with existing utilities and road.

The proportionate cost of environmental mitigations attributable to the library project that qualify as site development costs and that are no more than 100 feet beyond the project site will be included in the grant application, and each Agency agrees to contribute one-third of the Local Matching Funds portion of the cost of such site development costs. Site development work will be limited to utilities, paving, sidewalks, curbs, gutters, landscaping, irrigation and traffic signals.

**Section 20.1.3**            Sources of Local Match Funds and Supplemental Local Funds

Each Agency agrees to pay its share of the Local Match Funds and Supplemental Local Funds in the amounts set forth in Section 20.1.1 of this Agreement. The sources of funding due from the College, the School District and the City are described below:

College: The source of funding for the Local Match Funds and the Supplemental Local Funds due from the College and payable to the City shall be the proceeds of sale of real property and school bond proceeds.

School District: The source of funding for the Local Match Funds and the Supplemental Local Funds due from the School District and payable to the City shall be Development Impact Fees.

City: The source of funding for the Local Match Funds and the Supplemental Local Funds due by the City shall be Public Facility Element Development Impact Fees.

**Section 20.1.4**            City Loan to College

In the event that a College bond measure is not approved by the voters prior to December 31, 2004, the City agrees that it will loan the College, at no interest, \$747,823, which is the amount of the College's required cash contribution as provided in Section 20.1.1 above. Said loan shall be repaid in full by the College to the City upon the issuance of a subsequent voter-approved College bond measure, the sale by the College of any property donated to the College by PHI, or June 30, 2013, whichever occurs first.

**Section 20.1.5**            Exceed Library Project Budget

In the event that the responses to the request for construction bid proposals for the construction of the Library exceed the amounts provided for in the Library Project Budget, the Agencies must confer, consult and unanimously agree to the appropriate action to take, including but not limited to the rejection of all bids and/or approval of modifications to the Architect's plans and specifications in compliance with the requirements of the Grant, to reduce the cost of construction.

**Section 20.1.6**            Actual Library Project Costs and Payment Schedule

Upon receipt of Grant funds, the City shall establish and maintain a separate construction project fund for the construction of the Library (the "Library Project Fund").

The Agencies acknowledge that the Library Project Budget is an estimate of the cost to acquire the land and build the Library facility, and that their financial responsibility includes all the costs actually incurred in acquiring the land and constructing the Library ("Actual Library Project Costs"). Notwithstanding the above, the Agencies must unanimously agree to any Library Project Costs in excess of the total Library Project Budget of \$16,415,807.

The City will pay all Actual Library Project Costs to contractors, consultants or other vendors or suppliers. The City of Lincoln will prepare and send a monthly invoice to the College and the School District for their respective share of the Actual Library Project Costs incurred. The College and the School District agree to make payment to the City of Lincoln within thirty (30) days of receipt of such invoices.

On each such invoice, the City shall credit the College for the amount of the Purchase Price specified in Section 19.2 of this Agreement, until such Purchase Price is fully credited against amounts owed by the College to the City for Project Costs.

At the conclusion of construction, the City of Lincoln will provide an accounting of the total Actual Library Project Cost expended, and a comparison of the total Actual Library Project Cost against the Library Project Budget.

**Section 20.2.1**            Projected Library Operating Budget - Initial Start-Up Expenses and Collections

Initial Start-Up Expenses and Collections are those expenses incurred prior to the first day the Library is open for use by the public (“Opening Day”). These expenses do not qualify for State Matching Funds. These expenses may include start-up salaries and benefits, facility costs, equipment and supplies costs, materials, and other allocations or miscellaneous costs as detailed in a pro forma Initial Start-Up Expenses Budget, which is attached to this Agreement as Exhibit “D” and incorporated herein by reference.

The Agencies agree to provide funding for their respective shares of the Initial Start-Up Expenses and Collections. The proportionate shares of the Initial Start-Up Expenses and Collections are as follows:

	<u>School</u> <u>District</u>	<u>College</u>	<u>City of Lincoln</u>
Start-Up Operating Expense	\$ 9,000	\$ 15,000	\$ 36,000
Start-up Collections	\$64,650	\$281,250	\$675,000

**Section 20.2.2**            Actual Initial Start-Up Expenses and Payment Schedule

The City shall provide to the School District and the College a written accounting regarding actual initial operating expenses. The Agencies acknowledge that the Initial Start-Up Expenses identified in the pro forma Projected Library Operating Budget are an estimate of the operating expenses required to open the Library, and that their financial responsibility includes all of the actual initial start-up expenses actually incurred (“Actual Initial Start-Up Expenses”). Notwithstanding the above, the Agencies must unanimously agree to any Initial Start-up Expense and Collection costs in excess of the total budget of \$1,080,900.

The City will pay all Actual Initial Start-Up Expenses paid to employees, contractors, consultants or other vendors or suppliers. The City will prepare and send a monthly invoice to the College and the School District for their respective share of the Actual Initial Start-Up Expenses, in accordance with the proportions specified in Section 20.2.1. The College and the School District agree to make payment to the City within thirty (30) days of receipt of such invoices.

**Section 20.3.1**            Collections

The Agencies agree that as additional general population growth occurs, and as the student populations increase, additional Collections will be required. The Agencies agree to fund additional Collections to meet this growth in general and student population, in the following amounts, in the four fiscal years following the fiscal year which includes Opening Day. These amounts are in addition to the Annual Expense Budget amounts contained in Section 20.4.1.

	<u>School District</u>	<u>College</u>	<u>City of Lincoln</u>
1 <sup>st</sup> Full Operating Year	\$64,650	\$64,325	\$154,500
2 <sup>nd</sup> Full Operating Year	\$64,650	\$64,325	\$154,500
3 <sup>rd</sup> Full operating Year	\$64,650	\$64,325	\$154,500
4 <sup>th</sup> Full Operating Year	\$64,650	\$64,325	\$154,500

**Section 20.3.2**            Actual Collection Expenses and Payment Schedule

The City will prepare and send a monthly invoice to the College and the School District for their respective share of the Collections, in accordance with the amounts specified in Section 20.3.1. The College and the School District agree to make payment to the City within thirty (30) days of receipt of such invoices.

**Section 20.4.1**            Projected Library Operating Budget - Annual Expense Budget

The annual expense budget includes any and all costs that are required to operate and maintain the Library facility, the grounds of the Library, the fixtures of the Library and the Collections (in addition to those Collections costs specified in Section 20.2.1 and Section 20.3.1), furniture, furnishings and other Library personal property after Opening Day (“Annual Expense Budget”). These expenses do not qualify for State Matching Funds. These expenses shall include but are not limited to annual salaries and benefits, facility costs, equipment and supplies costs, materials, collections, insurance, maintenance, utilities, janitorial, site ground maintenance repair, security, capital maintenance, repair and replacement costs, equipment maintenance, repair and replacement costs, taxes, assessments, or other governmental charges, and other allocations or miscellaneous costs as detailed in the Projected Library Operating Budget, attached to this Agreement as Exhibit “E” and incorporated herein by reference.

The Annual Expense Budget identified in the Projected Library Operating Budget is an estimate of those expenses that would be incurred if the Library had been in operation in fiscal year 2002-03. The Agencies agree that Annual Expense Budget may increase or decrease in the first year of operation and in subsequent years.

(Note: Annual Expenses do not include the Collections expenses in Section 20.2.1 or 20.3.1.)

**Section 20.4.2**            Phasing of Participation in Annual Expense Budget

It is understood that the College may not initially fully occupy the College campus at Twelve Bridges. To allocate the Annual Expense Budget based upon the phasing of College operations at the campus, the Agencies agree to the following proportionate funding schedule:

From Opening Day until such time as the College fully occupies the College campus at Twelve Bridges at "Full Occupancy" (defined as the first semester in which five-hundred or more Full Time Equivalent Students of the College are enrolled in classes at the campus), the Annual Expense Budget shall be shared in the following proportions:

College	25 %
School District	15 %
City of Lincoln	60 %

The Agencies agree that until the College achieves Full Occupancy, the minimum standards as specified in Article 15 are not required to be met, and the City Council of the City of Lincoln may adopt an Annual Expense Budget that reflects a different service level than that which is required by that Article 15.

When College achieves Full Occupancy, the Annual Expense budget will be shared in the following proportions:

College	35 %
School District	15 %
City of Lincoln	50 %

**Section 20.4.3**      Actual Annual Expenses and Payment Schedule

The Agencies acknowledge that the Annual Expense budget identified in the pro forma Projected Library Operating Budget is an estimate of the annual operating expenses, and that their financial responsibility includes all annual expenses actually incurred ("Actual Annual Expenses"). The City shall provide to the School District and the College periodic written reports, on at least a monthly basis, regarding actual operating expenditures and revenues.

The City of Lincoln will pay all Actual Annual Expenses paid to employees, contractors, consultants or other vendors or suppliers. The City of Lincoln will prepare and send a monthly invoice to the College and the School District for their respective share of the Actual Annual Expenses, in accordance with the proportions specified in Section 20.4.2. The College and the School District agree to make payment to the City within thirty (30) days of receipt of such invoices.

**Section 20.5.1**      Annual Budget Process

Prior to the first year of operation, and for every year thereafter, the TAC and LAC will provide recommendations for the annual budget and the Library Director and City Manager will prepare a preliminary annual budget. The City Manager shall provide a Library Budget Notice in writing to the School District and the College by May 1<sup>st</sup> preceding the next fiscal year. Such Library Budget Notice shall include the total proposed budget and each Agency's proportionate share of the proposed budget, as

defined in Section 20.4.2 or as amended by amendment to this Agreement. By June 1 preceding the fiscal year, the City, the School District and the College shall each respond in writing to the City and the other remaining Agencies whether it concurs with the annual budget and will provide funding for its proportionate share of the proposed budget. Failure of the School District or the College to notify the City or the other remaining Agency by June 1<sup>st</sup> preceding the fiscal year shall constitute acceptance of the proposed annual budget and the proportionate Agency shares of the annual budget expenses.

In the event that any one of the Agencies, including the City, notifies the other Agencies that the proposed annual budget or the proportionate shares should be amended, the Superintendent of the School District, the Superintendent/President of the College and the City Manager, or their designated representatives shall meet and confer on the proposed budget for the first year and every year thereafter, and the proposed proportionate shares, and attempt to reach agreement. If agreement cannot be reached, each Agency shall be required to pay its proportionate share of the annual budget (as and when adopted by the Lincoln City Council) provided that share is no greater than that Agency's proportionate share for the then current fiscal year, and each Agency may consider withdrawing from the Agreement pursuant to Article 28 of this Agreement.

The Lincoln City Council shall adopt an annual budget each year, beginning in the first partial or full year of operation starting on Opening Day, and concluding on June 30 of that fiscal year.

**Section 20.6.1**            Future Capital Costs

Any future capital costs associated with expansion of the Library will require consent of all three Agencies.

**Section 20.7.1**            Future Capital Maintenance and Replacement

The Annual Budget may include a line item for a contribution to a "Capital Maintenance and Replacement Sinking Fund", estimated at two to five per cent of each annual budget. The accumulated funds in the Capital Maintenance and Replacement Sinking Fund shall be used for maintenance and replacement of the capital components of the Library building and site, including major capital components such as roofing and the HVAC system.

In the event that the accumulated funds in the Capital Maintenance and Replacement Sinking Fund are insufficient to fund any capital requirements pursuant to this section, the Agencies will meet, confer and agree on additional contributions to the Capital Maintenance and Replacement Sinking Fund.

**ARTICLE 21**  
**REVIEW AND MODIFICATION (Element #10)**

Prior to the conclusion of each full fiscal year of operation, Agencies will review their proportionate shares of the annual budget, and if all three Agencies agree, may agree to different proportionate shares of the Annual Expense budget.

The Library Director will prepare an Annual Report, specifying the Library services provided, the annual revenues and costs of providing Library services, and a review and recommendations for any changes to this Cooperative Agreement. In the event that the Agencies wish to amend this Cooperative Agreement, such proposed amendments will be referred to the LAC prior to a final recommendation to the Agencies.

This Agreement may not be amended, changed, or modified except by the written agreement of all of the Agencies.

**ARTICLE 22**  
**INDEMNIFICATION**

**Section 22.1** Indemnification/Hold Harmless/Defend

Each Agency hereto shall indemnify and hold harmless and defend the other agencies, their trustees, officers, agents or employees, from any and all liability, damages, costs, or expense which any indemnified Agency shall become obligated to pay by reason of any claim, lawsuit or judgment on account of injury to property or injury or death to persons received or suffered which is caused in part or in whole by the act or omission of any duty of that Agency or that Agency's trustees, officers, agents or employees under this Agreement.

**Section 22.2** Survival of Term

The clauses of this Article 22 shall survive the expiration or earlier termination of this Agreement until all claims against the Agencies involving any of the indemnified matters are fully, finally and absolutely barred by the applicable statutes of limitation.

**ARTICLE 23**  
**INSURANCE**

**Section 23.1** General Liability Insurance

Each Agency will procure and maintain commercial general liability insurance for bodily injury, personal injury and property damage providing for minimum limits of \$1,000,000 arising from any one occurrence and a \$2,000,000 general aggregate limit. Such insurance shall name the other Agencies, their trustees, officers and employees as additional insureds by endorsement and shall be insured with an insurance company

licensed to do business in California possessing a Best Insurance Service rating of no less than A:VII.

**Section 23.2.1**            Fire and Extended Coverage Insurance

The City will procure and maintain or cause to be procured and maintained insurance on the Library with responsible insurers in an amount equal to the full replacement cost of the Library and the property located in the Library, so long as such insurance is available from reputable insurance companies, and if it is not, then in such amounts and against such risks (including accident to or destruction of the Library) as the City deems advisable or necessary and as usually covered in connection with facilities similar to the Library. Such insurance shall name the other Agencies, their trustees, officers and employees as additional insureds by endorsement. In particular, the City will procure and maintain standard fire and extended coverage insurance, with vandalism and mischievous mischief endorsements, on the Library, its improvements and alterations, fixtures, furniture, furnishings, the Collections and other property of the Library, to the extent of at least 100% of the full replacement value thereof.

**Section 23.2.2**            Insurance Proceeds

In the event of any damage to or destruction of the Library caused by the perils covered by insurance, the proceeds thereof shall be applied to the reconstruction, repair, or replacement of the damaged or destroyed portion of the Library and the fixtures and personal property of the Library, including, without limitation, the Collections, furniture and furnishings. The City shall begin such reconstruction, repair, or replacement promptly after such damage or destruction shall occur; shall continue and properly complete such reconstruction, repair, or replacement as expeditiously as possible; and shall pay out of such proceeds all costs and expenses in connection with such reconstruction, repair, or replacement so that the same shall be completed and the Library shall be free and clear of all claims and liens.

**Section 23.2.3**            Additional Replacement Costs

In the event the insurance proceeds are not sufficient to complete the reconstruction, repair or replacement of the Library, each Agency agrees to meet and confer with representatives of the other Agencies to determine the funding of the amount needed to complete the reconstruction, repair or replacement of the Library.

**Section 23.3**            Insurance Coverage Review Process

Not more frequently than each three years, if in the opinion of any of the Agencies, the amount of insurance coverage for each Agency required by this Article 23 is at that time not adequate, each Agency will consider increasing its insurance coverage as reasonably requested by the other Agencies.

**Section 23.4**            Self-Insurance and Pooled Risk

Any insurance required to be maintained pursuant to this Article 23 may be maintained under a self-insurance or pooled risk program so long as such self-insurance or pooled risk program is maintained in the amounts and manner usually maintained in connection with facilities similar to the Library.

**Section 23.5**                    Insurance Premiums

Pursuant to Section 20.4.1 of this Agreement, any premiums and costs incurred by the City in procuring said insurance for the Library will be included as part of the Annual Expense Budget and shared by the Agencies in the proportions provided in Section 20.4.2.

**Section 23.6**                    Certificates of Insurance

Upon request, each Agency shall provide the other Agencies with written evidence of the insurance required in this Article 23 in the form of appropriate insurance certificates specifying amounts of coverage and expiration dates of all policies in effect, and naming the other Agencies as additional insureds by endorsement, signed by the underwriter. Said certificates shall contain an endorsement requiring thirty (30) days prior written notice from the insurance company to the City, the School District and the College, and each of them, before cancellation, non renewal or change in the coverage, scope or amount of insurance.

**Section 23.7**                    Waiver of Subrogation

The City, the School District and the College, and each of them, hereby release and relieve the others of them, and waive their entire rights of recovery against the others of them for loss or damage arising out of or incident to the perils insured against under any insurance policies carried by the Agencies, and each of them, and in force at the time of any such damage, which perils occur in, on or about the Library and the Library site and to the fixtures, personal property, the Improvements and alterations in or on the Library and the Library site, whether due to the negligence of the City, the School District or the College, or their trustees, officers, agents, employees, contractors and/or invitees. The City, the School District and the College, and each of them, shall, upon obtaining the policies of insurance required under this Agreement, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement.

**ARTICLE 24**  
**FIELD ACT (Element #11)**

The Library building will provide space for required educational purposes for more than twenty-four (24) pupils enrolled in kindergarten or any of the grades 1 to 12 at any one time. Accordingly, and in compliance with Education Code sections 17365, *et*

*seq.* and 81130, *et seq.*, the Agencies agree that the Library will be subject to the Field Act.

**ARTICLE 25  
EMINENT DOMAIN**

If all or any part of the Library shall be taken by eminent domain proceedings, the proceeds of any eminent domain action shall be divided equally among the Agencies.

**ARTICLE 26  
COMMITMENT TO PROVIDE LIBRARY SERVICES (Element #12)**

The Agencies agree to a minimum fifty-five (55) year commitment, beginning on Opening Day, to provide joint use library services consistent with the intent of this Cooperative Agreement.

**ARTICLE 27  
EDUCATION CODE SECTIONS (Element #13)**

The Agencies agree, acknowledge and incorporate Education Code section 19999 and section 20440(e)(3)(G) of the Act's regulations, which requires the provision of public library direct services for 40 years.

**ARTICLE 28  
WITHDRAWAL**

The Agencies recognize that this Agreement requires cooperation among the Agencies and a long term financial commitment by each Agency. The Act in Education Code section 19999 imposes significant financial consequences upon the grant recipient (i.e., the City) in the event the Library ceases to be used as a public library. Accordingly, the withdrawal from this Agreement by any of the Agencies is discouraged. In order to withdraw from this Agreement, an Agency must give at least 365 days' prior written notice to the other Agencies. The withdrawing Agency shall not be entitled to any reimbursement for payments and/or contributions it has made for the Library, except for the then current value of all additional Collections credited to the withdrawing Agency, as specified in Section 15.3.

If the California Public Library Construction and Renovation Board recovers any amount under Education Code section 19999(c) from the City because the Library ceases to be used for a public library due to the withdrawal of one or more of the Agencies from this Agreement prior to the end of the first 40 years of the initial term, the withdrawing Agency or Agencies or an Agency or the Agencies that has/have withdrawn shall each be required to pay the City, as the grant recipient under the Act, an amount equal to one-third of the amount that the City is obligated to pay the Board pursuant to Education Code section 19999(c). Such amount shall be reduced by one-third of any proceeds that the City may receive from any disposition or sale of the Library.

**ARTICLE 29  
SUCCESSORS; ASSIGNMENT**

This Agreement shall be binding upon and shall inure to the benefit of the Agencies and their successors and assigns. No Agency may assign any right or obligation under this Agreement without the consent of the other Agencies, which consent shall not be unreasonably withheld.

**ARTICLE 30  
INTEGRATION**

This Agreement, including five (5) exhibits, sets forth the entire agreement between the Agencies to this Agreement with regard to the subject matter hereof and supersedes all prior written or oral agreements, covenants, arrangements, communications, representations or understandings by any Agency that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the Agency to be charged, or by its agent, duly authorized in writing, or as otherwise expressly permitted in this Agreement. The exhibits are as follows:

- Exhibit A: Library Site
- Exhibit B: Library Minimum Service Standards
- Exhibit C: Library Project Budget
- Exhibit D: Initial Start-Up Expense Budget
- Exhibit E: Projected Library Operating Budget

This is a fully integrated agreement.

**ARTICLE 31  
VOLUNTARY AGREEMENT**

The Agencies hereto, and each of them, further represent and declare that they have carefully read this Agreement, have consulted with their own legal counsel, know and understand the contents of this Agreement, and that each and every Agency hereto signs this Agreement freely, voluntarily, and with a complete and full understanding of its terms.

**ARTICLE 32  
PUBLIC AGENCY AUTHORITY**

Each public Agency signing this Agreement represents and warrants that said Agreement is executed in compliance with a resolution of the governing entity of said public Agency, duly adopted by said governing entity, which action shall be reflected in the minutes of the governing entity referring specifically to the resolution number in this

Agreement, and affirms and said public Agency deems this Agreement to be in furtherance of the general welfare of the constituents of said public Agency. Any individual signing this Agreement on behalf of the public represents and warrants that he/she has full authority to do so.

**ARTICLE 33  
NOTICE**

For notices required to be given under the terms of this Agreement, or communications as otherwise necessary to effectuate the terms of this Agreement, such notice or communication shall be given in writing, by telecopier and certified United States mail, return receipt requested, postage prepaid or by personal service or overnight delivery service, with delivery fees prepaid. Such notice shall be deemed to have been duly given on the date of service, if served personally on the Agency to whom notice is to be given, or on the second day after mailing, if mailed to the Agency to whom notice is to be given, by certified mail, postage prepaid or on the day after dispatching by an overnight delivery service, with delivery fees prepaid, addressed as follows or to such other address as one Agency may provide to the other Agencies in writing:

**City of Lincoln**  
City Manager  
640 Fifth Street  
Lincoln, CA 95648  
Facsimile (916) 645-9502

**Sierra Joint Community College District**  
Superintendent and President  
5000 Rocklin Road  
Rocklin, CA 95677  
Facsimile (916) 781-0455

**Western Placer Unified School District**  
School Superintendent  
810 J Street  
Lincoln, CA 95648  
Facsimile (916) 645-6356

**ARTICLE 34  
GOVERNING LAW**

This Agreement shall be construed and governed in accordance with the laws of the State of California.

**ARTICLE 35  
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**ARTICLE 36  
RESOLUTION OF DISPUTES**

Except as otherwise provided in this Agreement, if any controversy or differences arise among the Agencies regarding the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the Agencies will first attempt to resolve such differences through non binding mediation, if they are unable to resolve such differences in good faith on their own. The cost of mediation shall be divided equally among the Agencies. If the Agencies are unable to resolve their differences through mediation, each Agency may then pursue its judicial remedies to the full extent of the law, each Agency to pay her/his own costs and attorney's fees.

**ARTICLE 37  
SEVERABILITY**

In the event that any covenant, condition or other provision of this Agreement is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision of this Agreement.

IN WITNESS WHEREOF, the Agencies have caused this Agreement to be executed by the respective officers thereunto duly authorized, on the day and year as indicated below to be effective as of the day and year first above written.

**ARTICLE 38  
Binding Effect**

Subject to the restrictions contained in this Agreement, this Agreement shall inure to the benefit of and be binding upon the Agencies and their respective trustees, officers, administrators, representatives, successors, assigns and transferees.

CITY OF LINCOLN (“City”)

By: \_\_\_\_\_

Gerald F. Johnson  
City Manager

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

SIERRA JOINT COMMUNITY  
COLLEGE DISTRICT (“College”)

By: \_\_\_\_\_

Kevin M. Ramirez, Ed.D.  
Superintendent and President

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

WESTERN PLACER UNIFIED SCHOOL  
DISTRICT (“School District”)

By: \_\_\_\_\_

Roger Yohe,  
Superintendent

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

EXHIBIT "A"  
LIBRARY SITE DESCRIPTION

**City of Lincoln Library Site**

A portion of Lot 28 as shown and designated on the plat of "Twelve Bridges Large Lot Subdivision Phase 2" filed in Book X of Maps at Page 86, Placer County Records, located in Section 34, Township 12 North, Range 6 East, M.D.M., Placer County, California.

Beginning at the Westerly most corner of the tract of land to be described hereby, and from said point the Northwesterly most corner of the above described Lot 28 bears North 35° 57' 38" West for a distance of 345.63 feet and the Southwest corner of the above described Section 34 bears South 31° 14' 19" West for a distance of 4707.14 feet; thence from the POINT OF BEGINNING the following fifteen (15) consecutive courses and distances: 1) along an arc of a non-tangent curve to the left, concave Northwesterly, having a radius of 450.72 feet, a central angle of 26° 43' 22", a length of 210.22 feet and a chord bearing North 68° 28' 57" East for a distance of 208.32 feet to a point of reverse curvature; 2) along an arc of a tangent curve to the right, concave Southeasterly, having a radius of 960.95 feet, a central angle of 13° 31' 55", a length of 226.95 feet and a chord bearing North 61° 53' 13" East for a distance of 226.42 feet; 3) North 70° 00' 33" East for a distance of 45.50 feet; 4) along an arc of a non-tangent curve to the right, concave Southeasterly, having a radius of 960.95, a central angle of 02° 04' 57", a length of 34.93 feet and a chord bearing North 72° 24' 25" East for a distance of 34.93 feet to a point of compound curvature; 5) along an arc of a non-tangent curve to the right, concave Southwesterly, having a radius of 351.67 feet, a central angle of 65° 51' 18", a length of 404.20 feet and a chord bearing South 73° 26' 26" East for a distance of 382.32 feet to a point of compound curvature; 6) along an arc of a non-tangent curve to the right, concave Southwesterly, having a radius of 877.69 feet, a central angle of 19° 05' 57", a length of 292.57 feet, and a chord bearing South 34° 29' 18" East for a distance of 291.22 feet to a point of curvature; 7) along an arc of a tangent curve to the left, concave Northeasterly, having a radius of 152.50 feet, a central angle of 53° 18' 20", a length of 141.88 feet and a chord bearing South 51° 35' 30" East for a distance of 136.82 feet to a point of curvature; 8) along an arc of a tangent curve to the left, concave Southeasterly, having a radius of 10.00 feet, a central angle of 40° 46' 01", a length of 7.12 feet and a chord bearing South 81° 22' 19" West for a distance of 6.97 feet to a point of cusp; 9) along an arc of a non-tangent curve to the right, concave Northeasterly, having a radius of 349.91 feet, a central angle of 37° 43' 11", a length of 230.36 feet and a chord bearing South 79° 50' 54" West for a distance of 226.22 feet to a point of compound curvature; 10) along an arc of a non-tangent curve to the right, concave Northeasterly, having a radius of 182.19 feet, a central angle of 79° 40' 52", a length of 253.37 feet and a chord bearing North 34° 27' 10" West for a distance of 233.44 feet; 11) North 82° 28' 11" West for a distance of 392.21 feet; 12) along an arc of a non-tangent curve to the right, concave Northwesterly, having a radius of 180.56 feet, a central angle of 13° 07' 00", a length of 41.34 feet and a chord bearing South 63° 17' 00" West for a distance of 41.25 feet to a point of compound curvature; 13) along an arc of a tangent curve to the right, concave Northwesterly, having a radius of 300.00 feet, a central angle of 35° 18' 51", a length of 184.90 feet and a chord

bearing South 87° 29' 56" West for a distance of 181.99 feet to a point of compound curvature; 14) along an arc of a tangent curve to the right, concave Northeasterly, having a radius of 915.60 feet, a central angle of 08° 52' 40", a length of 141.87 feet and a chord bearing North 70° 24' 19" West for a distance of 141.73 feet to a point of curvature; and 15) along an arc of a tangent curve to the left, concave Southwesterly, having a radius of 10.00 feet, a central angle of 32° 11' 22", a length of 5.62 feet and a chord bearing North 82° 03' 40" West for a distance of 5.54 feet to the POINT OF BEGINNING.

Containing 5.00 acres, more or less.

### **Access Easement – Area 1**

A portion of Lot 28 as shown and designated on the plat of "Twelve Bridges Large Lot Subdivision Phase 2" filed in Book X of Maps at Page 86, Placer County Records, located in Section 34, Township 12 North, Range 6 East, M.D.M., Placer County, California.

Beginning at the Southwesterly corner of the tract of land to be described hereby, and from said point the Northwesterly most corner of the above described Lot 28 bears North 35° 57' 38" West for a distance of 345.63 feet and the Southwest corner of the above described Section 34 bears South 31° 14' 19" West for a distance of 4707.14 feet; thence from the POINT OF BEGINNING the following thirteen (13) consecutive courses and distances: 1) North 08° 09' 21" West for a distance of 60.00 feet; 2) along an arc of a non-tangent curve to the left, concave Northwesterly, having a radius of 390.72 feet, a central angle of 26° 43' 23", a length of 182.23 feet and a chord bearing North 68° 28' 57" East for a distance of 180.59 feet to a point of reverse curvature; 3) along an arc of a tangent curve to the right, concave Southeasterly, having a radius of 1020.95 feet, a central angle of 13° 36' 41", a length of 242.54 feet and a chord bearing North 61° 55' 49" East for a distance of 241.97 feet; 4) North 70° 00' 33" East for a distance of 45.50 feet; 5) along an arc of a non-tangent curve to the right, concave Southeasterly, having a radius of 1020.95 feet, a central angle of 02° 09' 44", a length of 38.53 feet and a chord bearing North 72° 20' 37" East for a distance of 38.53 feet to a point of compound curvature; 6) along an arc of a non-tangent curve to the right, concave Southwesterly, having a radius of 411.67 feet, a central angle of 61° 10' 00", a length of 439.48 feet and a chord bearing South 75° 48' 41" East for a distance of 418.91 feet to a point of cusp; 7) along an arc of a non-tangent curve to the right, concave Northwesterly, having a radius of 77.50 feet, a central angle of 08° 37' 04", a length of 11.66 feet, and a chord bearing South 86° 32' 12" West for a distance of 11.65 feet; 8) South 43° 40' 12" West for a distance of 51.39 feet; 9) along an arc of a non-tangent curve to the left, having a radius of 351.67 feet, concave Southwesterly, a central angle of 60° 02' 14", a length of 368.50 feet and a chord bearing North 76° 20' 58" West for a distance of 351.87 feet to a point of compound curvature; 10) along an arc of a non-tangent curve to the left, concave Southeasterly, having a radius of 960.95 feet, a central angle of 02° 04' 58", a length of 34.93 feet and a chord bearing South 72° 24' 25" West for a distance of 34.93 feet; 11) South 70° 00' 33" West for a distance of 45.50 feet; 12) along an arc of a non-tangent curve to the left, concave Southeasterly,

having a radius of 960.95 feet, a central angle of  $13^{\circ} 31' 55''$ , a length of 226.95 feet and a chord bearing South  $61^{\circ} 53' 13''$  West for a distance of 226.42 feet to a point of reverse curvature; and

13) along an arc of a tangent curve to the right, concave Northwesterly, having a radius of 450.72 feet, a central angle of  $26^{\circ} 43' 23''$ , a length of 210.22 feet and a chord bearing South  $68^{\circ} 28' 57''$  West for a distance of 208.32 feet to the POINT OF BEGINNING.

Containing 1.25 acres, more or less.

EXHIBIT "B"  
LIBRARY MINIMUM SERVICE STANDARDS

Section 1      Reader Seats

The Library facility will provide sufficient space for a variety of user needs, applications as well as learning styles. A variety of seating will be available for the public, to include, but not be limited to seats at tables with power and data capabilities, seat at study carrels, lounge or soft seating, tables seating in group study rooms, and seating at computers and in media viewing areas. The amount of seating to be provided will be at least 219 open public seats in a variety of configurations and types. At least 44 open seats will be available in the Homework Center.

Section 2      Technology

The Library will have adequate technology resources to allow for expanded access to information, including adequate hardware, software, and Internet access.

Initial technology for the public and for projecting to the public, will include, but not be limited to:

At least 83 computers accessible to the general public; at least 30 will be reference computers, 30 will be in the Homework Center and at least 6 in the Children's Area.

At least two self-checkout computers will allow users to check out their own books and other library materials without needing to go to the Circulation Desk.

Color printers and scanners will be available in the Homework Center and in the Reference Area.

Group Rooms and public seating have data and power available for personal laptop use.

At least one media room will have audio and visual equipment for viewing videos, listening to audiotapes and CDs, and for watching DVDs and other multimedia presentations.

The Library will have group rooms and a community room with access to distance learning over the Internet or satellite downlinks. The Community Room will be capable of Internet or satellite uplinks, to provide access to the surrounding community to meetings, events, lectures, and classroom instruction provided in the Community Room.

The Library will need to have or have access to an integrated library automation system to support efficient use of staff to include at least modules for:

- Cataloging
- Serials
- Acquisitions
- Circulation (including course reserves, circulation, self-checkout, and patron registration)
- Inventory Control and Materials Handling, including security (for cost-effective collections and equipment control)
- Public Catalog (OPAC)
- Gateway to the Internet
- Gateway to the Library's Customer Services and Electronic Collections Resources

Software applications accessible through the Library's computer interface, to use staff resources most efficiently and to make services most accessible to the public, will include at least:

- Self-checkout software and equipment
- Self-registration Software and equipment
- Self-payment software and equipment, for users to do in the library or remotely, from home, for paying fines and other library-related charges
- Library Room booking software

A library materials security system is recommended to use staff time most efficiently and provide adequate security for the collections. Security systems which support the RFID technology and interface with the automated integrated library system are recommended for protection and inventory control of all types and forms of library materials. The use of video or digital cameras at the entrance gates and elsewhere in the building for monitoring the collections and safety of users, which is compatible with the integrated automated library system is recommended.

Library staff will need computers to operate most efficiently. At least 23 computers in varying configurations will be needed by staff, including computers at the public service, circulation, reference, and children's assistance desks.

### Section 3 Staff Work Areas

Staff space for workrooms, offices, equipment areas, etc. will be in compliance with state guidelines and will accommodate new technologies, equipment and necessary hardware for delivery of library service. A total of 2,780 square feet has been allocated to staff work areas within the Library.

### Section 4 Meeting Room Space

Public areas including assembly, display and exhibit space will be available for public use and to support institutional curriculum. Interior meeting space to support quiet study, small group study and meeting rooms, as well as community assembly space comprise approximately 1,770 square feet within the facility.

### Section 5 Programs

The library services offered at the Lincoln Public Library at Twelve Bridges campus shall be of sufficient scope to support the community as well as the educational goals of the students and faculty.

Reference is the core of every library. Basic reference service will provide individualized assistance at all hours the facility is open.

To integrate new information and expand access to materials, delivery systems such as cooperative borrowing (ILL) through regional library networks, resource sharing, and online information services will be utilized.

Library programs to motivate reading and library use for all levels of the community will be offered, (e.g. reading incentive programs, author visits, book discussions or clubs, etc.)

Information literacy program for the public and students will be provided through a variety of techniques.

### Section 6 Equipment

Necessary equipment to access information and to assist instruction will be made available and efficiently managed.

### Section 7 Library Minimum Service Standards

The collection development policy will support the California State Board of Education curriculum frameworks and content standards.

The minimum hours the Library will be open are described in Article 16 of this Agreement.

The Library will employ a librarian holding a valid credential authorizing service as a school librarian issued by the State Board of Education or Commission for Teacher Preparation and Licensing.

Collection Development assistance will be provided to teachers and administrators concerning availability of instructional materials that will aid in the development of school curriculum. Library staff will team with classroom teachers to develop units of instruction and activities using library resources in the instructional programs.

EXHIBIT "C"

LIBRARY PROJECT BUDGET (Section 20.2.1)

<b>Cost components:</b>	<u>Eligible</u>	<u>Ineligible</u>	<u>Total</u>
New construction	\$8,407,584	\$346,764	\$8,754,348
Contingency	840,758	34,677	875,435
Appraised value of land	1,350,000		1,350,000
Site development	1,253,900		1,253,900
Site permits and fees	597,000		597,000
Furnishings and equipment costs	1,757,149		1,757,149
Signage	38,000		38,000
Architectural & engineering costs	812,205		812,205
Construction cost estimator fees	42,500		42,500
Interior designer fees	175,000		175,000
Geotechnical/geohazard reports	12,500		12,500
Library consultant fees	71,725		71,725
Construction project management	536,000		536,000
Other professional fees:	140,045		140,045
<b>Total costs</b>	<b>\$16,034,366</b>	<b>\$381,441</b>	<b>\$16,415,807</b>
<b>Funding components:</b>			
State match (65%)	10,422,338	0	10,422,338
Local & supplemental match (35% of eligible & 100% of ineligible)	5,612,028	381,441	5,993,469
<b>Total funding</b>	<b>\$16,034,366</b>	<b>\$381,441</b>	<b>\$16,415,807</b>
<b>Local &amp; Supplemental Match:</b>			
Sierra College land value credit	1,250,000	-	1,250,000
Sierra College cash	620,676	127,147	747,823
WPUSD cash	1,870,676	127,147	1,997,823
City of Lincoln cash	1,870,676	127,147	1,997,823
<b>Total local &amp; supplemental match</b>	<b>\$5,612,028</b>	<b>\$381,441</b>	<b>\$5,993,469</b>

EXHIBIT "D"

INITIAL START UP EXPENSE BUDGET (Section 20.2.1)

<u>Lincoln Public Library at Twelve Bridges</u>	
<u>Expenditures (2002-03 dollars):</u>	
Facilities Costs (Insurance, maintenance, security, utilities, etc)	\$ 23,000
Equipment and Supplies Costs	6,000
Materials (Collections) (Books, AV, magazines, newspapers, electronic services, subscriptions, and other formats)	1,020,900
Other Allocations (Administrative, circulation, coordination, technical services, program planning, etc)	10,000
Miscellaneous	<u>21,000</u>
Total Initial Start-up Expenditures	\$ 1,080,900

EXHIBIT "E"

PROJECTED LIBRARY OPERATING BUDGET (Section 20.4.1)

<u>Expenditures (2002-03 dollars):</u>		
Salaries/Benefits	\$	382,591
Facilities Costs		87,500
(Insurance, maintenance, security, utilities, etc)		
Equipment and Supplies Costs		46,500
Materials (Collections) (1)		90,000
(Books, AV, magazines, newspapers, electronic services, subscriptions, and other formats)		
Other Allocations		45,000
(Administrative, circulation, coordination, technical services, program planning, etc)		
Miscellaneous		<u>32,580</u>
Total Annual Expenditures	\$	684,171

(1) These amounts are in addition to the Collections amounts contained in Section 20.3.1.