

AGREEMENT BETWEEN THE LIBRARY JOINT POWERS AUTHORITY AND CITY OF
SANTA CRUZ FOR SUPPORT SERVICES
("SUPPORT SERVICES AGREEMENT")

This Support Services Agreement between the Library Joint Powers Authority ("LJPA") and the City of Santa Cruz ("City") is made and entered into on the date by which it has been approved and executed by the parties, with an effective date of 11/3/2016.

I. RECITALS

Whereas, the LJPA was established effective June 24, 1996 by the County of Santa Cruz, the City of Santa Cruz, City of Capitola and City of Scotts Valley to provide joint library services within these jurisdictions (collectively, "the Parties");

Whereas, the Parties entered into a Fourth Amendment to the Joint Powers Agreement ("Fourth Amendment") effective December 16, 2015, which superceded and replaced the original June 24, 1996 Joint Powers Agreement and all amendments thereto;

Whereas, the LJPA has the authority to obtain support services, including legal counsel, accounting, purchasing, treasury, human resources, payroll and other services at cost by the most effective and service efficient model available, as determined by the LJPA Governing Board pursuant to Paragraph 7 of the Fourth Amendment;

Whereas, the LJPA seeks to continue the City of Santa Cruz's current provision of support services by entering into an agreement for those services, including financial and risk management, human resource, and limited support for management, public works and information technology services in support of the Santa Cruz Public Libraries' operations by entering into this contract, which will be effective upon the approval of the City and LJPA's Governing Board of Directors and will extend retroactively to December 16, 2015; and

Whereas, pursuant to the joint exercise of powers provisions set forth in chapter 5, Division 7 of Title 1 of the Government Code (sections 6500 et seq..) the Parties may contract for the exercise jointly of any power common to all.

II. AGREEMENT PROVISIONS

Now, therefore, in consideration of the mutual promises and covenants contained herein, the parties to this Support Services Agreement agree as follows:

I. Services.

The City will provide the following services to the LJPA:

- a. Financial Services – The City Finance Department shall provide services for the role of the LJPA’s Chief Financial Officer and fiscal guidance and policy development with specific high level professional duties including: general ledger accounting; annual financial audit; budgeting; cash management; debt issuance and management; financial reporting; fixed asset reporting; forecasting; portfolio management; and normal, recurring duties related to accounts payable processing and compliance, payroll processing and compliance, and purchasing compliance.
- b. Human Resource Services – The City Human Resources Department shall provide services for the role of the LJPA’s Chief Human Resources officer and provide personnel guidance and policy development with specific, high level duties including employee benefits management, employee staffing services related to recruitment, hiring, disciplinary, and counseling (as needed), union and bargaining unit coordination and negotiations, and inclusion in the City’s training services programs and classes.
- c. Risk Management Services – The City Risk Division shall provide services for the role of the LJPA’s Chief Risk Manager as it relates specifically to general liability claims and management; contractual risk transfer; and employee safety program.
- d. Information Technology Services – The City Information Technology Department shall provide services related to supporting enterprise level data applications and systems that reside on the City’s infrastructure (such as payroll and timekeeping), supporting video surveillance and related DVR video storage, limited support of Outlook email components, and as requested Geographic Information Systems and general Information Technology consultation.
- e. Public Works Administration – The City Public Works Department shall provide minor facility and pool car management services to LJPA staff and any coordination related to emergency events.
- f. LJPA Meetings Support Staffing – City staff will attend up to 12 LJPA meetings per year.
- g. Excluded Services – The City may, upon request, advise on, but does not

oversee, LJPA functions related to accounts receivable billing; cash receipting; development of capital investment/maintenance program; emergency operations; grant application; grant compliance; grant financial reporting; general information technology services; routine purchasing tasks; staffing and operational service level needs; volunteer coordination or related services. Any services within these areas can be procured through a supplemental agreement.

- h. Optional Services – The City may, upon request of the Director of Libraries, provide other additional as needed services, such as sales of fleet fuel, fleet vehicle maintenance, fleet storage, facility maintenance, specialty IT supplemental services, and/or any other City administrative management services, as approved by the LJPA Governing Board of Directors.

2. Compensation.

The City shall receive as compensation for these support services a monthly amount of \$35,607 retroactively for the period January 1, 2016 through June 30, 2016; a monthly amount of \$36,675 for the period July 1, 2016 through June 30, 2017; and, for the period July 1, 2017 through June 30, 2018 the monthly amount will be calculated using the same City cost allocation methodology used for the prior year's with updated inputs into the City's cost allocation plan based on the last complete audit results. This amount will be presented to the Board no later than March 1, 2017. If there is an increase in the amount, and if that monthly increase is greater than \$1,700, then a LJPA designated subcommittee will review the City's cost drivers and may evaluate or recommend other service provider options.

The first payment will cover the period of January 1, 2016 through September 30, 2016. Each subsequent monthly payment shall be for the prior month's service and be made by the end of the subsequent month.

In addition to the compensation outlined above, additional costs for services outside of the scope of this contract shall be billed with payment due in 30 days in accordance with Section 1.h.-Optional Services.

3. Effective Date and Term.

This Support Services Agreement shall be effective upon the execution of this Agreement by the Parties hereto and shall extend retroactively to December 16, 2015. The Agreement shall continue and remain in effect through June 30, 2018 with an annual review no later than June 30, 2017. Should the LJPA terminate pursuant to the Fourth Amendment, this contract shall become void.

4. Termination.

The City or LJPA may withdraw from this Support Services Agreement by giving of one year written notice to the LJPA Board Chair no later than July 1 of any given year of its intent to withdraw from this Agreement effective on July 1 of the

next year. However, if the Section 2 compensation increase for the period July 1, 2017 through June 30, 2018 is greater than the amount specified in Section 2 for that year, the City or LJPA may withdraw from this Support Services Agreement by giving 75 days' written notice to the LJPA Board Chair of its intent to withdraw from this Agreement. Upon the date of withdrawal, due to the time lag of the cost allocation plan basis, the City shall be compensated for a true-up calculation between the cost allocation basis used to set the current fee against the cost allocation basis changes for the prior and current year through the withdrawal date.

5. Hold Harmless and Indemnification.

The City shall defend, indemnify and hold harmless the LJPA, its respective officials, officers, employees and agents who are not subject to the day to day supervision of the LJPA, against any and all claims, actions, loss, liability or expense (including attorney fees and costs) arising out of, based upon, or in any way resulting from the performance of this Support Services Agreement, and in any way related to the negligent acts and omissions of the Director of Libraries and/or employees of Santa Cruz Public Libraries, who are subject to day to day supervision by the LJPA.

6. Amendments

This Support Services Agreement may only be amended in writing with the agreement of the City and LJPA. Unless otherwise agreed, any party proposing to amend this Agreement shall give notice of its intent to propose an amendment at any meeting of the LJPA Governing Board at least 60 days prior to the date upon which the proposed amendment, if adopted by the LJPA Governing Board, would take effect.

Authorization and Execution.

By the execution of this Agreement, the parties hereby certify that they are authorized by their respective governing body to execute this agreement and to carry out the terms of this Agreement.

This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

CITY OF SANTA CRUZ



Martin Bernal, City Manager

Dated: Nov. 3, 2016

**SANTA CRUZ CITY/COUNTY LIBRARY
JOINT POWERS AUTHORITY**



Jamie Goldstein, Board Chair

Dated: 11/3/16