

COUNTY OF MENDOCINO
SERVICES LEVEL AGREEMENT

This Agreement is by and between the MENDOCINO COUNTY LIBRARY, hereinafter referred to as the "COUNTY LIBRARY" and the SONOMA COUNTY LIBRARY, hereinafter referred to as the "CUSTOMER".

WITNESSETH

WHEREAS, since 1982, there have existed agreements between COUNTY LIBRARY and CUSTOMER for BOOKMOBILE SERVICES to the North Coast of Sonoma County; and,

WHEREAS, CUSTOMER desires to continue to obtain professional assistance and support with regard to BOOKMOBILE SERVICES from COUNTY LIBRARY for the residents of the North Coast; and,

WHEREAS, COUNTY LIBRARY is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to CUSTOMER.

NOW, THEREFORE it is agreed that CUSTOMER does hereby retain COUNTY LIBRARY to provide the services described in Exhibit "A", and COUNTY LIBRARY accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A Definition of Services

Exhibit B Payment Terms

The term of this Agreement shall be from July 1, 2024, and shall continue through June 30, 2025, and may be renewed annually for up to three additional years

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

[Signature] 12/10/2024
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 6110

Line Item: Revenue 826370 LBM6A

Grant: ☐ Yes ☒ No

Grant No.: N/A

CONTRACTOR/COMPANY NAME

By: [Signature]

Date: 12/16/24

NAME AND ADDRESS OF CONTRACTOR:

Sonoma County Library

6135 State Farm Drive

Rohnert Park, CA 94928

COUNTY OF MENDOCINO

By: [Signature]
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 01/07/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 01/07/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 01/07/2025

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 12/06/2024

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: [Signature]
COUNTY COUNSEL

Date: 12/06/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 12/06/2024

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that COUNTY LIBRARY is an Independent Contractor. COUNTY LIBRARY is not the agent or employee of the CUSTOMER in any capacity whatsoever and CUSTOMER shall not be liable for any acts or omissions by COUNTY LIBRARY nor for any obligations or liabilities incurred by COUNTY LIBRARY.
2. **WORKERS' COMPENSATION:** Each party shall be responsible for providing its own Worker's Compensation insurance.
3. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, COUNTY LIBRARY shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. COUNTY LIBRARY shall indemnify and hold CUSTOMER harmless from any and all liability, fines, penalties, and consequences from any of COUNTY LIBRARY's failures to comply with such laws, ordinances, codes, and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with performance of this Agreement while at or in transit to CUSTOMER's location, COUNTY LIBRARY shall immediately notify CUSTOMER's Risk Manager's Office by telephone. COUNTY LIBRARY shall promptly submit to CUSTOMER a written report, in such form as may be required by CUSTOMER of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of involved sub-contractor, if any; (3) name and address of COUNTY LIBRARY's liability insurance carrier; and (4) a detailed description of the accident and whether any of CUSTOMER's equipment, tools, material, or staff were involved.
 - c. COUNTY LIBRARY further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the CUSTOMER the opportunity to review and inspect such evidence, including the scene of the accident.

4. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to COUNTY LIBRARY as provided in Exhibit B hereto as funding permits.

If CUSTOMER overpays COUNTY LIBRARY for any reason, COUNTY LIBRARY agrees to return the amount of such overpayment to CUSTOMER, or at CUSTOMER's option, permit CUSTOMER to offset the amount of such overpayment against future payments owed to COUNTY LIBRARY under this Agreement or any other agreement.

5. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of CUSTOMER.
6. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/OHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on

the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY LIBRARY: MENDOCINO COUNTY LIBRARY
105 N MAIN ST
Ukiah, CA 95482
Attn: Administration

To CUSTOMER: SONOMA COUNTY LIBRARY
6135 STATE FARM DR.
ROHNERT PARK, CA
94928
Attn: Administration

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

7. USE OF CUSTOMER PROPERTY: COUNTY LIBRARY shall not use CUSTOMER property (including equipment, instruments, and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
8. COMPLIANCE WITH LICENSING REQUIREMENTS: CUSTOMER shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.
9. AUDITS; ACCESS TO RECORDS: Each party shall make available to the other, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged in connection with this agreement.

Each party shall maintain full and adequate records to show the actual costs incurred by in the performance of this Agreement. Each party further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing, and each party shall in no event dispose of,

destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the CUSTOMER makes the final or last payment or within four (4) years after any pending issues between the CUSTOMER and COUNTY LIBRARY with respect to this Agreement are closed, whichever is later.

10. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

11. TERMINATION: COUNTY LIBRARY has and reserves the right to suspend, terminate or abandon the execution of any work without cause at any time upon giving to CUSTOMER 30-day prior written notice. CUSTOMER has and reserves the right to suspend, terminate or abandon the execution of any work without cause at any time upon giving to COUNTY LIBRARY 30-day prior written notice.

In the event of termination, the COUNTY LIBRARY shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to COUNTY LIBRARY for its professional assistance and support with regard to the technical support activities shall not exceed payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

12. NON-APPROPRIATION: If CUSTOMER should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, CUSTOMER may unilaterally terminate this Agreement only upon thirty (30) days written notice to COUNTY LIBRARY. Upon termination, CUSTOMER shall remit payment for all products and services delivered to CUSTOMER and all expenses incurred by COUNTY LIBRARY prior to COUNTY LIBRARY'S receipt of the termination notice.

13. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

14. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.

15. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a

waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

16. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between CUSTOMER and COUNTY LIBRARY relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
17. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
18. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
19. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 24), shall survive termination or expiration for two (2) years.
20. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
21. INTELLECTUAL PROPERTY WARRANTY: During the course of this AGREEMENT, COUNTY LIBRARY may access CUSTOMER's computers or other electronic devices for the purposes of providing the services contemplated in Exhibit A or any amendment or addendum thereto. CUSTOMER represents and warrants that it has obtained all appropriate licenses for any software or other intellectual property on such devices. Said licenses shall be sufficient for both CUSTOMER's ordinary operation of the devices and all maintenance or other services COUNTY LIBRARY performs pursuant to this agreement. In the event COUNTY LIBRARY is subject to any claim, lawsuit, or demand by a third party related to such software or other intellectual property, CUSTOMER shall indemnify and defend COUNTY LIBRARY pursuant to Paragraph 2 of this Agreement.
22. ELECTRONIC COPIES: The parties agree that an electronic copy, including

facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

23. COOPERATION: COUNTY LIBRARY and CUSTOMER shall cooperate in the performance of all work hereunder.
24. INDEMNIFICATION: Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the termination of this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

A. Inclusions - COUNTY LIBRARY will provide:

1. BOOKMOBILE SERVICES with the following contact information
 - a. Primary COUNTY LIBRARY Contact Information for Support
 - Administration Phone: (707) 367-8216
 - Bookmobile Desk Phone: (707) 234-2861
 - Email: libadmin@mendocinocounty.gov
 - b. COUNTY LIBRARY agrees to provide BOOKMOBILE SERVICES for two Sonoma County stops. Currently, the stops are at Sea Ranch and Stewarts Point taking two hours to complete, but the location of the stops is subject to mutually agreed upon changes. Any such changes shall be made in writing and authorized by Library Administration staff.
2. BOOKMOBILE SERVICES include
 - a. COUNTY LIBRARY will provide all labor and equipment required for repair, maintenance, and enhancements to BOOKMOBILE
 - b. COUNTY LIBRARY supplies all technical devices and software required for checkouts, staff phones, and public Wi-Fi services at stops
 - c. COUNTY LIBRARY will provide staffing and materials for checkout
 - d. COUNTY LIBRARY will create new library cards, place requests for patrons, process incoming holds, check-in, and check-out items
 - e. COUNTY LIBRARY will order BOOKMOBILE collection items, process, and maintain the collection
 - f. COUNTY LIBRARY further agrees that in the event of a change in the scheduled stops, COUNTY LIBRARY staff will contact as many patrons as possible and post such changes on the website
 - g. COUNTY LIBRARY agrees to provide fully qualified and trained personnel currently licensed by the Department of Motor Vehicles and trained in the use of library software in carrying out this contract
 - h. COUNTY LIBRARY further agrees to procure all necessary State and Local license and permits, and to comply with all State and Local laws and regulations in carrying out this contract.

B . Exceptions during which COUNTY LIBRARY is NOT required to provide service under this agreement

1. There may be exceptions to providing services:
 - a. Government directive for staff to "shelter in place"
 - b. Extreme weather, fire, or other such events rendering access inaccessible by vehicle(s)
 - c. Vehicle(s) in need of repairs or maintenance
 - d. Regular BOOKMOBILE staff unable to provide services
 - e. In the event that a vehicle is in need of repair or in the event of BOOKMOBILE staff unavailability, COUNTY LIBRARY will make every effort to provide an alternate vehicle and/or staffing to provide services at the stops

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

COUNTY LIBRARY staff work in the branch and on the road performing library services and support for all BOOKMOBILE stops. To calculate the cost for the Sonoma County stops, only the costs for the onboard Bookmobile staffing for the two-hour loops of overtime work for the Sonoma stops is calculated for the year.

Based on the annual budgeted expenses identified in the chart on page 12 for the first fiscal year of 2024-2025, CUSTOMER shall remit payment of \$11,037.03 by February 17th after receiving the signed contract and annual invoice by January 23, 2025.

COUNTY LIBRARY shall submit to CUSTOMER an invoice for the years' cost of services based on the budgeted amount for which Fiscal Year 2024-2025 which is listed below.

COUNTY LIBRARY will receive payment from CUSTOMER for BOOKMOBILE SERVICES by February 28 of Each Fiscal Year.

Upon renewal of contract, each year, the Library will submit an invoice showing budgeted amounts and the cost of the CUSTOMER'S service. The annual compensation payable to COUNTY LIBRARY shall not increase more than 3% in any year under this contract.

PAYMENT TERMS CONTINUED

MENDOCINO COUNTY LIBRARY - BOOKMOBILE BUDGETED EXPENSES FY 24-25					
ITEM	Expense	All Annual Stops	Cost/Stop	Customer Annual Stops	Customer's Cost
Gas and additive costs	\$16,166.00	725	\$22.30	50	\$1,114.90
Bookmobile maintenance costs	\$20,000.00	725	\$27.59	50	\$1,379.31
Bookmobile cell phone/patron hotspot	\$910.00	725	\$1.26	50	\$62.76
Book budget	\$11,060.00	725	\$15.26	50	\$762.76
Additional supplies (floating collections, delivery, staff education, etc.)	\$52,072.00	725	\$71.82	50	\$3,591.17
Office supplies and cleaning supplies	\$610.00	725	\$0.84	50	\$42.07
TOTAL	\$100,818.00		\$139.06		\$6,952.97
STAFF	OT Rate	Hours/2-stop Loop	Cost/Loop	Total Loops	Customer's Cost
Bookmobile Driver	\$37.67	2	\$75.34	25	\$1,883.56
Onboard Library Associate	\$44.01	2	\$88.02	25	\$2,200.50
TOTAL	\$81.68		\$163.36		\$4,084.06
				ANNUAL TOTAL	\$11,037.03

[END OF PAYMENT TERMS]

MCL - SCL Bookmobile Agreement 12.13.24

Final Audit Report

2024-12-15

Created:	2024-12-14
By:	Jaylene Demapan (jdemapan@sonomalibrary.org)
Status:	Signed
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"MCL - SCL Bookmobile Agreement 12.13.24" History

-  Document created by Jaylene Demapan (jdemapan@sonomalibrary.org)
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-  Document emailed to Erika Thibault (ethibault@sonomalibrary.org) for signature
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-  Email viewed by Erika Thibault (ethibault@sonomalibrary.org)
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-  Document e-signed by Erika Thibault (ethibault@sonomalibrary.org)
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