

**PROJECT AGREEMENT FOR LOCAL MATCH FUNDING REGARDING
THE E.P. FOSTER LIBRARY REHABILITATION PROJECT**

This project agreement for local match funding regarding the E.P. Foster Library Rehabilitation Project (“Agreement”) is entered into as of June 25, 2024 (the “Effective Date”), by and between the County of Ventura, (“County”) and the City of Ventura (“City”), a California municipal corporation. County and City may also be referred to individually herein as “Party” and collectively herein as the “Parties.”

RECITALS

A. As of the Effective Date, the City owns real property, located at 651 Main Street in the City of Ventura, California (“the Property”), which the City has previously leased to the County under a 99-year lease expiring in 2098, for the sum of \$1.00 per year, and the County currently operates the Property as a public library known as the E.P. Foster Library.

B. The County has been awarded Grant No. BF-23-004 from the California State Library Building Forward Library Facilities Improvement Program to renovate the E.P. Foster Library with facility upgrades so that it can safely and effectively provide modern-day library services, and including, but not limited to, installation of air conditioning, plumbing and electrical upgrades, ADA/accessibility upgrades, and upgrades as feasible (“the E.P. Foster Library Rehabilitation Project”).

C. The California State Library Building Forward grant award for Grant No. BF-23-004 requires a 50% local match, or \$4,363,329 of the \$8,726,671 grant award, and the County and the City have agreed to equally share in the cost burden for the local match to the State grant for the E.P. Foster Library Rehabilitation Project.

D. In a separate subrecipient agreement, the City agrees that it shall transfer \$750,000 in federal funding to the County, consistent with the terms of such federal funding, for the purposes of the E.P. Foster Library Rehabilitation Project.

E. In this Agreement, the City agrees to provide an additional \$1,431,665 in City funding to the County for purposes of the E.P. Foster Library Rehabilitation Project.

F. There are two interconnected buildings at the Property: one built in 1959 and the other in 1921 totaling approximately 30,520 square feet. The focus of the E.P. Foster Library Rehabilitation Project will primarily be on the newer, publicly accessible building.

G. Pursuant to the Award Agreement for Grant No. BF-23-024, the Building Forward Grant term ends on June 30, 2027, and all grant project costs must be incurred by this date. The County is required to maintain records and supporting

documentation for possible State audit for a period of five (5) years after the final payment date or grant term end date, whichever is later.

NOW, THEREFORE, in consideration of the Recitals hereof and the mutual promises and covenants set forth in this Agreement, the Parties agree as follows:

AGREEMENT

Section 1. Recitals. The foregoing recitals are incorporated herein by this reference.

Section 2. Payment. In addition to the seven hundred and fifty thousand dollars (\$750,000) in funding that the City shall provide to the County for the E.P. Foster Library Rehabilitation Project under a separate sub-recipient agreement, the City shall provide to the County additional City reimbursement for work performed in the amount of \$1,431,665. The City's payments to the County will start by exhausting any then available City funds from the \$750,000 Community Project Fund grant, and then the City paying the County's invoicing on the basis of the City's \$1,431,665 pledge from other City revenue sources. The City shall pay the County within 30 days of being invoiced by the County and time is of the essence in the City meeting its payment obligations under this Agreement. The County shall use the City's payment solely for the E.P. Foster Library Rehabilitation Project.

Section 3. Alterations, Mechanics' Liens. In accordance with the Lease Agreement number 99-35, the County will not make, or cause to be made, any alterations to the property, or any part thereof, without the City's prior written consent. The County will keep the property free from any liens arising out of any work performed, material furnished, or obligations incurred by the County. In addition, the City will have an opportunity to review and provide comments to the County for the project for up to 15 business days prior to any choice limiting actions in design or construction contracts.

Section 4. Records. The County shall maintain and keep records of expenditures for the E.P. Foster Library Rehabilitation Project consistent with Generally Acceptable Accounting Practices and make such records available for future State and City audits as may be requested. The City's right to audit the County's records for the E.P. Foster Library Rehabilitation Project will be co-extensive in time with the California State Library's right to audit County records under the Award Agreement for Grant No. BF-23-024.

Section 5. Term. This Agreement shall be in effect from the Effective Date through June 30, 2032 (five years after the grant term end date for Grant No. BF-23-024).

Section 6. Establishment of an E.P. Foster Library Rehabilitation Project Team/Project Lead. The two parties will identify key staff members to meet regularly on a monthly basis, or more frequently, as may be necessary, to coordinate efforts through the timeline of the E.P. Foster Library Rehabilitation Project. The County will lead design and construction efforts including the selection of, contracting with, and management of consultants and contractors. In addition, the County will prepare all reports required by the Community Project Fund Grant (B-23-CP-0092), using the templates available in the Disaster Recovery Grant Reporting (DRGR) system for setting up the project, processing payments, and performance reporting.

Section 7. Permits and Licenses The County shall obtain any necessary permits and approvals for the E.P. Foster Library Rehabilitation Project including any potential work on buildings of a historical nature (collectively, "Permits"), and Building and Safety permits. The County shall be the exclusive authority for processing and issuing all such local Permits, except for any required Coastal Development Permit at no additional cost to the City provided that:

- a. The County shall adhere to any and all relevant portions of the EP Foster Lease (Agreement number 99-35), including but not limited to Section 18. *Alterations, Mechanics' Leins: County will not make, or cause to be made, any alterations to the property, or any part thereof, without CITY's prior written consent.*
- b. The County shall provide to the City 30% preliminary plans and 90% final plans and specifications to review and comment as part of the project development process and require each plan phase have City Manager or designee to sign approval prior to choice limiting actions. The City will complete the review within 15 business days of the County submittal.
- c. City may conduct a final inspection of the Property prior to acceptance of improvements by the County from the contractor. City approval shall be a precondition of County acceptance of any contemplated improvements, which approval shall not be unreasonably withheld.

Section 8. Project Scope and Budget. The E.P. Foster Library Rehabilitation Project scope will focus on the following:

- a. Assessment – Facility
- b. Architectural Plans -Final Design and Permitting
- c. Heating, Ventilation, and Air Conditioning
- d. Roof improvements or replacement
- e. Electrical
- f. Plumbing improvements
- g. Basement Construction & Seismic – Foundations/Superstructure

- h. Interior Construction and Finishes – Public and Staff Areas
- i. Site Improvements -Retaining Wall, Lighting
- j. Roofing
- k. Exterior Enclosure

In performance of the above-mentioned scope of work the Project will incorporate Americans with Disabilities Act (ADA) improvements (including elevator), Energy efficiency improvements (windows, lights, etc.) and Fire sprinkler installation. Further, consistent with terms of the Award Agreement for Grant No. BF-23-024, the scope will be refined as the E.P. Foster Library Rehabilitation Project is further defined through ongoing analysis and determinations by the E.P. Foster Library Rehabilitation Project Team under the County's lead.

Section 9. Defense and Indemnification. To the fullest extent permitted by law, the County and the City agree to save, indemnify, defend and hold harmless each other from any and all third-party claims, liabilities, suits, actions, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, actual attorney fees, court costs, interest, defense costs and expenses associated therewith including the use of experts, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault or liability by agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other shall indemnify the other Party to this Agreement for the percentage of liability determined as set forth in this section.

Section 10. Notices. Formal notices between the County and City shall be sufficiently given if, and shall not be deemed given unless, dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the County and City as follows:

County:	City:
County of Ventura	City of Ventura
Ventura County Library	City Manager's Office
Attn: Nancy Schram, Library Director	Attn: Bill Ayub, City Manager
5600 Everglades, Suite A	501 Poli Street
Ventura, CA 93003	Ventura, CA 93002
(805) 677-7158	(805) 654-7740

Such written notices, demands, and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt for delivery or refusal of delivery.

Section 11. Amendments. No amendment, alteration or variation of the terms or conditions of this Agreement shall be valid unless agreed to in writing by the parties.

Section 12. Entire Understanding of the Parties. This Agreement constitutes the entire understanding and agreement of the Parties with respect to all matters stated herein. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

Section 13. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue of any legal proceeding seeking to enforce this Agreement shall be Ventura County Superior Court.

Section 14. Multiple Originals; Counterpart. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, this Agreement is made by and between County and City as of the Effective Date.

County of Ventura
CEO or her designee

City of Ventura

Authorized Signature

Authorized Signature

Nancy Schram

William Ayub

Library Director

City Manager

ATTEST

Michael B. MacDonald, City Clerk

APPROVED AS TO FORM
Miles Hogan, Interim City Attorney



Christopher De La Vega [Jun 11, 2024 11:53 PM]

Christopher de la Vega, Assistant City Attorney