

**AGREEMENT FOR LIBRARY SERVICES AMONG
SOLANO COUNTY LIBRARY
CITY OF SUISUN CITY
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY
FAIRFIELD - SUISUN UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT is made and entered into as of the 26th day of April 2007, by and among the COUNTY OF SOLANO, a political subdivision of the State of California on behalf of the SOLANO COUNTY LIBRARY (hereinafter "Library"), the CITY OF SUISUN CITY, a municipal corporation (hereinafter "City"), the REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, a public body, corporate and politic of the State of California (hereinafter "Agency") and the FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT, a public school district duly organized under the laws of the State of California (hereinafter "District").

R E C I T A L S

WHEREAS, the City Council of the City of Suisun City desires to provide a permanent public library for its residents to replace the current leased facility; and,

WHEREAS, the District has determined that the library located in and serving the Suisun Elementary School is undersized; and,

WHEREAS, the District wants to construct a larger library facility to serve its students and teachers; and,

WHEREAS, the new library constructed will be 10,000 square feet in size with land designated for an expansion up to 23,000 square feet to meet the future needs of the City, according to the Library's Facilities Master Plan; and,

WHEREAS, the District, City, Agency and Library have come together to form a partnership to build, maintain and operate a joint use public-school library on property at Suisun Elementary School; and,

WHEREAS, the joint use library will be managed on a day-to-day basis by the Library according to the written policies and procedures of the Library along with a site-specific operating manual;

NOW, THEREFORE, Library, City, Agency and District mutually agree:

SECTION 1.0 DEFINITIONS

1.1 Administration

Administration means all administrative costs of operating the Library including personnel, supplies, physical space and equipment.

1.2 Agreement

The Agreement is this agreement among the District, Library, Agency and City as it relates to library services for the Suisun City Library.

1.3 Automation

Automation is all computer-driven circulation and informational databases within the Library system.

1.4 Capital Improvements

Capital improvements are mutually agreed upon improvements, modifications and repairs to the interior space of the Suisun City Library.

1.5 Contract

The contract is this Agreement.

1.6 Fiscal Year

The fiscal year is the period from July 1 to and including the following June 30.

1.7 Fixed Asset

A fixed asset is any item with a fixed cost of \$5,000 or more and an estimated useful life of three (3) or more years.

1.8 Janitorial Service

Janitorial service means the routine housekeeping necessary to keep the facility clean and presentable for public use, including, but not limited to, vacuuming, dusting, mopping and waxing floors, replenishing paper and other bathroom products and window washing.

1.9 Maintenance

Maintenance includes both interior and exterior maintenance. Interior

maintenance includes carpet and upholstery cleaning, changing light bulbs, re-lamping, and repairs that are required due to public use including but not limited to, structural, plumbing, electrical and window replacement that are not capital improvements. Exterior maintenance includes, but is not limited to, routine maintenance of the heating, ventilation and cooling system (HVAC), roof and the exterior structure such as graffiti removal. This maintenance does not include capital improvements.

1.10 Operating Expenses

Operating expenses are all the actual, documented costs of operating the Library such as staff, books and other materials, equipment, utilities, insurance and supplies.

1.11 Overhead

Overhead means the indirect costs of administration, technical services, automation and telephone assistance center incurred by the Library in operating the Suisun City Library. The calculation of overhead is based on the actual expenses of the fiscal year just ended prior to the submission of the preliminary budget for the ensuing fiscal year.

1.12 PAC

PAC refers to public access computers or computer workstations for public use located in the Library.

1.13 Parcel

Parcel is a piece of property under one ownership; a lot in a subdivision. This project's parcel is described in Appendix D.

1.14 Programming

Programming refers to library sponsored events or presentations in the library planned for public attendance. Examples include Summer Reading Program performances and Internet search training held in the library computer room.

1.15 Project

Project refers to the all activities associated with the construction of the new Suisun City Library at 601 Pintail Drive, Suisun City, CA.

1.16 Public Facilities Fees

Public Facilities Fees are fees collected on new development to fund expansion and/or new construction of facilities to meet growth requirements. Government Code 66000 et seq. (AB1600) governs impact fees (also referred to as “public facilities fees”) imposed by all public agencies.

1.17 School District

School District refers to the Fairfield-Suisun Unified School District.

1.18 SNAP

SNAP is the joint automation system owned by Solano County. The partners are Benicia Public Library, Dixon Public Library, Napa City-County Library, Napa Valley College Library, St. Helena Public Library, Solano Community College Library and Solano County Library.

1.19 Suisun City Library

The Suisun City Library is the facility currently located in a leased space located at 333 Sunset Avenue, which by this Agreement will be replaced by a new facility located at 601 Pintail Drive.

1.20 Technical Services

Technical Services refers to the identification, ordering, acquisition, cataloging and processing of all books and other materials.

1.21 Telephone Assistance Center (TAC)

TAC is the centralized phone center for all incoming calls to Library branches for informational and customer service assistance.

SECTION 2.0 PARTNERSHIP

The Library, City, Agency and District agree to be partners in the development and operation of the joint use public-school library facility to be constructed at Suisun Elementary School.

SECTION 3.0 TERMS OF AGREEMENT

3.1 Effective Date

This Agreement is effective upon execution and will be in effect for an initial fifteen-year period with reviews of the Agreement occurring, at a minimum, at the five- and ten-year anniversaries unless sooner terminated pursuant to the terms and conditions of this Agreement. At fifteen years, the Agreement must be reviewed and renewed for a new negotiated timeframe or terminated per the terms and conditions of this Agreement.

3.2 Renewal

A. It is the intent of the parties that the Library, District, Agency and City will renew this Agreement by June 30, 2022.

B. If any party does not wish to renew this Agreement, the terms and conditions set forth in Section 12 Termination will be followed.

SECTION 4.0 OWNERSHIP

4.1 Library

Library retains full title to all purchases made by the Library. This includes the entire book and materials collection paid for from Library funds, as well as all automation equipment and furniture, shelving and equipment purchased with Library funds. The Library will own any future items and assets purchased by the Library.

4.2 City

City retains full title to purchases made by the City. This includes any furniture purchased from City funds. Any future items and assets purchased by City will be owned by the City of Suisun City.

4.3 District

District retains full title to purchases made by the District. Any future items and assets purchased by District will be owned by the Fairfield-Suisun Unified School District.

4.4 Property Ownership and Use

A. The Suisun City Library will be located on land detailed in Appendix C Description for Proposed Suisun City Library Parcel.

B. District owns the building and parcel on which it is located. District reserves the option to eventually deed ownership of the Suisun City Library building and parcel to the City in accordance with all State and local rules and regulations. With mutual concurrence of the governing bodies, the City agrees to accept ownership of the Suisun City Library building and all rights and responsibilities of ownership. If this option is exercised, the provisions of Section 6 still apply and the grant deed between the parties may include future restricted uses of the parcel.

C. In the event that the Suisun City Library facility no longer operates as a public library, the property owner at the time of cessation of use of the facility will be solely responsible for disposition of the facility per the terms of this Agreement.

4.5 Rent

Throughout the term of this Agreement and any subsequent renewal, the Library will have free use of the building and will not be charged rent for the building as long as the building continues to be used as a public library.

4.6 Future Expansion

City park land adjacent to the Suisun City Library parcel describes an area that could be used for a future library expansion. This parcel is currently property owned by the City and is shown in Appendix E.

SECTION 5.0 LEVEL OF SERVICE

A. The Library agrees to provide the same library services to Suisun City residents as are provided generally to the residents of Solano County.

B. The Library agrees to provide its services regularly unless interrupted by an Act of God, war, civil disturbance, labor dispute or other cause beyond the Library's control.

C. Service Levels as of Fiscal Year 2007-2008:

Service Levels as of Fiscal Year 2007/2008									
	Suisun City Library								
Staffing	5.5 full-time equivalent (FTE).								
Collection	Approximately 42,000 items comprised of books, magazines, videos, DVDs and compact disks.								
Hours	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Monday and Wednesday</td> <td style="width: 50%;">10:00 am – 6:00 pm</td> </tr> <tr> <td>Tuesday and Thursday</td> <td>10:00 am – 9:00 pm</td> </tr> <tr> <td>Friday and Saturday</td> <td>10:00 am – 5:00 pm</td> </tr> <tr> <td>Sunday</td> <td>Closed</td> </tr> </table>	Monday and Wednesday	10:00 am – 6:00 pm	Tuesday and Thursday	10:00 am – 9:00 pm	Friday and Saturday	10:00 am – 5:00 pm	Sunday	Closed
Monday and Wednesday	10:00 am – 6:00 pm								
Tuesday and Thursday	10:00 am – 9:00 pm								
Friday and Saturday	10:00 am – 5:00 pm								
Sunday	Closed								
Programming	Includes, but is not limited to, children’s pre-school story time, reading programs such as the Summer Reading Program and selected programming for teenagers and adults.								
Technology	33 public computers which includes 15 in the computer center. All computers provide access to the library catalog, online databases, the Internet and a variety of software programs. 3 networked printers								

The Suisun City Library will be open to the public a total of 52 hours per week, excluding all recognized County holidays.

SECTION 6.0 DUTIES AND RESPONSIBILITIES

6.1 Library

The Library will provide:

- A. Staff to assist customers and answer informational and reader's advisory questions posed by all age groups.
- B. Access via the public catalog to books and materials housed in the Suisun City Library, as well as books and materials in other libraries.
- C. Delivery services.
- D. Library services in support of the Suisun Elementary School that includes:
 - 1. In addition to the hours of service detailed in Section 5.0, the Suisun City Library will be open to serve only students and teachers Monday through Friday 8:00 am to 10:00 am;

2. Host daily classroom visits commencing with the beginning of the school day;
3. House collections in support of the school library mission;
4. Provide workspace for one School Library Media Specialist and one Library Clerk;
5. Provide training of appropriate District employees with respect to Library policies and procedures related to circulation, SNAP, information services, behavior and use rules, Internet use policy and other applicable policies and procedures for management and operation of the library facility.

E. Library will catalog, process and make accessible through the PAC all library materials, including existing materials purchased by the District and housed in the Suisun City Library, and subsequently purchased materials by either or both entities.

F. Library will acquire children's, young adult and adult materials in all formats consistent with acquisitions made for other similar branch library facilities in accordance with the Library's collection development plan and annual budget allocations

G. Library will be responsible for purchasing and processing the public library books and materials to be added to the Suisun City Library collection. In addition, the Library will catalog and process children's materials purchased by the District for the collection.

H. Library will provide computer hardware, software and network infrastructure necessary to handle circulation related functions, including on-line public access catalog terminals, Internet use terminals and all other PCs located in the Library proper.

I. Library will be responsible for all costs of installation of computer hardware and software, including all costs of connecting the computers to the Library network and all line charges connected therewith.

J. Library will provide circulation support for on-line circulation

functions including, but not limited to, overdue notices, bills and collection agency accounts.

K. Library will furnish all supplies necessary for operation of the joint use facility during public access hours of operations.

L. Library will be responsible for managing mail services; telephone services; fax machine and phone line; security and locks, etc as set forth in this document.

M. Library will provide janitorial service.

6.2 City

A. City will provide maintenance of the landscaping and grounds, including the parking lot, parking lot lighting and exterior signage.

B. As long as the District owns the building, City will share the cost of maintenance and capital improvements of the building with the District based on a percentage share of hours the facility is used by the public or the school. The percentage of the time the library is open to the general public will represent the City portion of the maintenance and capital improvement costs. Current public hours detailed in this Agreement constitute 88% of the usage. District will be the lead agency in performing the work by District staff or contracting for work from outside contractors and the City will be billed for its share and required to pay within 30 days of the invoice.

C. City will pay for water and sewer services.

D. City will provide police and fire protection.

E. City may use the Suisun City Library meeting room at no charge provided the use does not interfere with Library operations. Scheduling will be arranged through Library staff.

6.3 District

A. District will provide a School Library Media Specialist a total of 8 hours per week or one day per week at minimum during the hours the Suisun Elementary School is in session during the school calendar year.

B. This employee will be deemed a District employee and will perform in

accordance with this Agreement, the Operations Manual as defined in Section 6.4 below, and the general direction of the Library, but will retain full control of the manner and means of fulfilling the School-Library Plan as determined by the District, including functions related to classroom instruction, responsibility for students during library visits and instruction and teacher support.

C. Books and material relevant for student use that are currently located in the school library will be housed in the Suisun City Library.

D. District may retain portions of the collection for teacher's use or curriculum support at the time of partnership implementation and may purchase and store additional collections in the school facility, not the library, at the District's discretion.

E. District will provide a computer and printer for the School Media Staff workstation located in the Suisun City Library and arrange for school infrastructure access.

F. District will be responsible for purchasing books and materials for the school library portion of the collection. The District will acquire children's materials in all formats. Items purchased by the District will be sent to the Library for cataloging and processing.

G. District will annually allocate funds to purchase materials based on available funding. In addition, the District will identify needs not met by this funding and provide input to the Library so the Library can select materials to address those needs. The District will have the option of putting materials purchased with District funds on hold for teachers to use with their units of study.

H. District will provide all supplies and equipment necessary for the functioning of the in-school portion of the District's School-Library Plan and activities related to this.

I. In addition to janitorial service provided by the Library (6.1M) the District will provide emergency janitorial service at the Suisun City Library during school hours of operation on an as needed basis.

J. District will provide authorized staff during all school hours of

operation to accompany students, both in groups and individually to the Library.

K. District will provide garbage service.

L. As long as the District owns the building, District will share the cost of maintenance and capital improvements of the building with the City based on a percentage share of hours the facility is used by the public or the school. The percentage of the time the library is open only to the school will represent the District portion of the maintenance and capital improvement costs. Current school hours detailed in this Agreement constitute 12% of the usage. District will be the lead agency in performing the work by District staff or contracting for work from outside contractors and the City will be billed for its share.

6.4 District and Library

A. The District and Library staff will jointly develop an Operations Manual for the joint use library, which once completed and approved by the District and Library, will be considered a part of and incorporated into this Agreement and will govern daily operations of the Suisun City Library located at 601 Pintail Drive. The operations manual will be reviewed annually and may be amended by the written consent of the District and Library. Content of the operations manual will be in compliance with all applicable policies and regulations of the District and the Library. In the event of a conflict between the applicable policies and regulations, the parties agree that the Library's policies and regulations will supersede.

B. On an annual basis Library and District personnel will review the District's School-Library Plan; curriculum topics for the elementary school level; and the allocated materials budget for the Suisun Elementary School Library in order to coordinate collection development.

C. The Library and District will develop cooperative policies and procedures for the selection and acquisition of materials related to curriculum support. All such selections will be in compliance with applicable policies and procedures of the Library.

D. Programs and activities to take place at the Suisun City Library by

either Library or School staff for a student, teacher or parent audience will be in accordance with the Operations Manual.

E. Personnel and other resources that support the capabilities, use and promotion of the library for the elementary school public education purpose will be allocated fourteen (14) hours per week of a Library Technician position in which to ensure school access to the Library from 8:00 to 10:00 am Monday through Friday.

F. The Library will work cooperatively with the District to develop a schedule for the use of the Suisun City Library facilities. All programs, including class visits programming and other uses of the Suisun Library facilities must be scheduled on a master schedule to be maintained by the Library in cooperation with District staff. Library and District staff will meet regularly, as described in the Operations Manual to achieve a balanced use of the public spaces during school hours of operation. Once an event is scheduled, neither party can change it without consent of the other.

6.5 Safety of Students During School Hours by District

To protect students using the library during regular school hours:

A. There will be two separate entrances, one from the school for student and school personnel use only and one from the parking lot for the general public.

B. Fencing around the school and the student entrance to the library will prevent unauthorized people from entering this area.

C. Students and teachers will be allowed to use the library from 8:00 am – 10:00 am Monday through Friday as noted in 6.1 D.1 and during that time, the general public will not have access to the library.

D. During school hours, students using the library when it is open to the public will be accompanied by a teacher and/or other school authorized personnel.

E. During school hours, students using the library when it is open to the public will remain in the children's area or meeting room unless accompanied by a teacher or authorized school personnel to other parts of the library.

F. Students using library computers during school hours will have filtered

access to the Internet, pursuant to law, even if a parent or guardian has given permission for unfiltered access. Students with such permission will be granted unfiltered access during non-school hours.

SECTION 7.0 RESPONSIBILITIES

7.1 City

A. The City agrees to accept full responsibility for carrying out the provisions of this Agreement in all City matters.

7.2 Library

A. In addition to the Library's responsibilities as detailed in this Agreement, the Library agrees to provide the City and District with all information regarding Library planning or activities, which may impact the City or District.

7.3 District

A. The District agrees to accept full responsibility for carrying out the provisions of this Agreement in all District matters.

B. The District agrees to provide the Library with all information regarding District planning or activities, which may impact the City or Library.

7.4 City, Library and District

A. The parties will cooperatively prepare an annual budget for the operation and maintenance of the Suisun City Library, and incorporate the responsible party's share in the each respective party's budget.

SECTION 8.0 CAPITAL FUNDING SOURCES

Capital funding for the \$5,401,026 project cost of the Suisun City Library will be provided consistent with the Suisun City Library Revised Funding Plan (hereinafter "Funding Plan") as indicated in Appendix C. The Funding Plan will be implemented as follows:

A. Except as provided in Section 8.0 F, the District will contribute

\$2,628,634 in funding primarily from Tax Increment Pass-Through funds.

B. The Library will contribute \$1,174,392 from designated Solano County Public Facilities Fees (hereinafter "Fees") collected in Suisun City specifically for library facilities.

C. The Agency will advance up to \$1,098,000 to the Project on the County's behalf. Except as provided in Section 8.0 F.3 of this Agreement, the Agency will be re-paid from future collections of Fees for all advances made by the Agency on the County's behalf. Such repayments shall include interest of three percent (3%) per annum.

D. Except as provided in Section 8.0 F, the Agency will contribute \$500,000 to the Project.

E. The City will provide the parcel of land upon which the Project will be constructed and will continue to collect the County's Public Facilities Fees in accordance with the Agreement, dated March 23, 1993, between the City and the County.

F. Furthermore, the District will apply for State grant funding. If awarded the grant funding will be used in the following priority order:

1. To cover any cost overruns.
2. If there are no cost overruns, the District and Agency will equally divide and be reimbursed from grant funding up to \$1,000,000. If there are cost overruns, the District and Agency will equally divide and be reimbursed from the remaining grant funds after all project costs are paid.
3. If grant funding exceeds \$1,000,000 and there are no cost overruns or cost overruns leave funding over \$1,000,000, the District and Agency will each be reimbursed \$500,000 with the remaining amount over \$1,000,000 to be equally divided between the District and Library. Library will use its share to offset the \$1,098,000 advanced from the Agency to reduce the re-payment from future Public Facilities Fees.

G. The District will manage the Project including disbursements of the contributions of the parties. As disbursements are to be made by the District, the District will allocate the disbursement to the parties based on the drawdown share indicated in the Funding Plan. The parties will each forward their drawdown shares to the District for disbursement.

SECTION 9.0 PROPERTY AND FIXED ASSETS

9.1 Library Building

A. The library land and building is District property.

B. The building is subject to the general proceedings, obligations and financial responsibilities as enumerated in the various legal agreements regarding the Suisun City Library among the District, Library and the City, between the City and the County and between the City and the District.

9.2 Capital Improvements

If the District transfers title to the land and building to the City, upon such change, the responsibility for capital improvement will transfer with the ownership.

SECTION 10.0 INSURANCE

10.1 Solano County

A. Library will maintain status as a legally self-insured public entity for general liability and will maintain a self-insured retention of ten thousand dollars (\$10,000), and primary insurance of one hundred thousand dollars (\$100,000) per occurrence through participation in the California State Association of Counties Excess Insurance Authority (CSAC-EIA) for all activities provided by its employees. Excess liability coverage with limits to twenty-five million dollars (\$25,000,000) may be provided through participation in the CSAC-EIA. This insurance will be considered primary. Library will provide evidence of such coverage to District and City of Suisun City and will name the District and City of Suisun City as additional insured.

B. Library must maintain Workers' Compensation for all its employees.

Library represents that it is a legally self-insured public entity and maintains a self-insured retention of one hundred and twenty-five thousand dollars (\$125,000) and a one hundred and fifty million dollar (\$150,000,000) limit with excess coverage through participation in the CSAC-EIA. Library will provide evidence of such coverage to the District and City of Suisun City. No District or City insurance shall be called upon to satisfy any County claim for workers' compensation.

10.2 City

A. City will maintain status as a legally self-insured public entity for general liability and maintains a self-insured retention of twenty-five thousand dollars (\$25,000), and general and auto liability coverage of five million dollars (\$5,000,000) per occurrence through participation in the ABAG PLAN Corp. for all activities provided by its employees. Excess liability coverage with limits to fifteen million dollars (\$15,000,000) is currently provided through participation in the ABAG PLAN Corp.

B. City must maintain Workers' Compensation for all its employees. City represents that it is a legally self-insured public entity and maintains a self-insured retention of two hundred and fifty thousand dollars (\$250,000) and a four million, seven hundred and fifty thousand dollar (\$4,750,000) limit, with excess coverage through participation in the Local Agency Workers' Compensation Excess Joint Powers Authority (LAWCX) Pool. City will provide evidence of such coverage to the District and Library. No District or Library insurance shall be called upon to satisfy any City claim for workers' compensation.

10.3 District

A. District will maintain status as a legally self-insured public entity for general liability and will maintain primary coverage of one hundred fifty thousand dollars (\$150,000) per occurrence through North Bay Schools Insurance Authority for all activities provided by its employees. Excess liability coverage with limits to twenty million dollars (\$20,000,000) will be provided through North Bay Schools Insurance Authority. This insurance will be considered primary with regard to the indemnity obligations pursuant to Section 11.2 of this Agreement. The District will provide evidence of such coverage to the

Library and City of Suisun City and will name Library and City of Suisun City as additional insured.

B. District must maintain Workers' Compensation for all its employees. District represents that it maintains primary Workers' Compensation coverage with North Bay Schools Insurance Authority to seven hundred and fifty thousand dollars (\$750,000) with excess coverage to California statutory Workers Compensation limits through North Bay Schools Insurance Authority. District will provide evidence of such coverage to Library and City of Suisun City. No Library or City insurance shall be called upon to satisfy any District claim for workers' compensation.

10.4 Notice

A. Any policy of insurance required under this Agreement will provide that the District, the City and the Library will be given thirty (30) days prior notice of each expiration or any intended cancellation, reduction or change in any coverage.

B. The Library will deliver to the City and the District within thirty (30) days of the execution of this Agreement or any renewal thereof, a written certificate:

1. Stating that the policies in effect and required by this Agreement satisfy the requirements of this Agreement;
2. Setting forth the insurance policies then in force; and,
3. Setting forth the names of the insurers that issued the policies, the amounts thereof and the risks covered.

C. To the extent of any self-insurance provided by the Library, the County's Risk Manager will report to the City and the District in July on the continued availability of such self-insurance coverage and any proposed changes.

SECTION 11.0 GENERAL PROVISIONS

11.1 Independent Contractor

A. This Agreement is by and among three independent contractors and is not intended to and will not be construed to create the relationship of agent, servant,

employee, partnership, joint venture or association.

B. District employees will have no claim against Library and City and Library and City employees will have no claim against District for employee rights or benefits including, but not limited to seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical or dental benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. City employees will have no claim against Library and District, and Library and District employees will have no claim against City for employee rights or benefits including, but not limited to seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical or dental benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D. Library employees will have no claim against City and District and City and District employees will have no claim against Library for employee rights or benefits including, but not limited to seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical or dental benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

E. City is solely obligated to pay on behalf of its employees all applicable taxes, deductions and other obligations including, but not limited to federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

F. District is solely obligated to pay on behalf of its employees all applicable taxes, deductions and other obligations including, but not limited to federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

G. Library is solely obligated to pay on behalf of its employees all applicable taxes, deductions and other obligations including, but not limited to federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

H. Each party will indemnify and hold the other harmless from any and all liability, which either may incur because of the other's failure to pay such obligations.

11.2 Indemnification

A. Library agrees to indemnify and hold harmless District and City employees or agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of Library, its employees or agents.

B. City agrees to indemnify and hold harmless Library and District employees or agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of City, its employees or agents.

C. District agrees to indemnify and hold harmless Library and City employees or agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of District, its employees or agents.

D. Each party agrees to promptly give notice to the other of any actual or potential claim or liability.

11.3 Nondiscrimination

A. Each party will comply with all applicable federal, state and local laws, rules and regulations and will not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.

B. Further, there will be no discrimination against employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

11.4 Drug Free Workplace

Each party warrants that they are knowledgeable of Government Code

section 8350 et seq regarding a drug free workplace and will abide by and implement its statutory requirements.

11.5 Health and Safety Standards

Each party will abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program.

11.6 Modification

A. Any party may request a modification to this Agreement. Any mutually agreed upon modification will be effective only when incorporated in a written amendment to this Agreement.

B. No verbal agreements or conversations prior to execution of this Agreement or any subsequent modification(s) will affect or modify any of the terms or conditions of this Agreement unless reduced to writing and approved by the respective governing bodies of the parties hereto.

C. The Director of Library Services, Superintendent of the District and the City Manager or respective designee(s) will be responsible for reviewing the Agreement.

SECTION 12.0 TERMINATION

12.1 This Agreement may not be terminated in the first fifteen years from the date of execution unless for good cause which may include, but is not limited to, a material breach of this Agreement or significant reduction in funding for any one party. After this initial fifteen-year period, if a party wants to terminate the Agreement, that party must provide a minimum of six (6) months written notification to terminate. Termination must coincide with the fiscal year beginning July 1 and ending June 30. In the event that this Agreement is terminated by the District, City or Library, the costs of this termination will be shared as set forth in this Section.

12.2 District will be responsible for:

A. The data conversion for those books and materials owned by the school

library which will allow for titles to be recalled by ownership. The number will not exceed the value of the annual District contribution to the Library material budget and the value of the initial collection of school library material. The District will merge the Suisun Elementary School library book and materials collection for students with the Suisun City Library collection when the joint use library opens. If the termination of the Agreement is after fifteen years of the initiation of joint use it will be assumed that all of the original items from the school library will have been weeded from the collection due to usage or datedness and the value of this original collection will be zero.

B. Costs of any changes to hardware, software, wiring or connections to disconnect and/or relocate the District employee's computer workstation.

12.3 The Library will be responsible for:

A. Extraction of material belonging to the District from the Library, including all costs of programming software and personnel needed to accomplish such extraction.

B. Tracking and return of library materials designated for return to the District one year after termination of the partnership.

C. Any costs incurred relative to the removal of connections between computers and the Library computer system, including line charges.

D. Ownership of all furnishings, equipment and the materials collection will revert to the party that purchased the particular item.

12.4 The Building

The District will retain ownership of the building unless title has transferred to the City.

12.5 Subsequent Agreements

A. If City terminates this Agreement, City must provide alternate space of the same size and condition for Library to continue operations and re-negotiate the Agreement unless City decides to terminate public library service in its jurisdiction entirely.

B. If Library terminates the Agreement, City and Library will determine if

and where library service will continue in the City. If both parties decide to continue library service in the City, then the parties agree to proceed under 12.5 A.

SECTION 13.0 ALTERNATIVE DISPUTE RESOLUTION

If a dispute arises under the Agreement, the parties agree to first resolve the dispute with the help of a mutually agreed-upon mediator in Solano County or in a mutually agreed upon County. The parties shall share any costs and fees other than attorney fees associated with the mediation equally. If the dispute is not resolved within 30 days after it is referred to the mediator, any party may take the matter to court. If the matter is resolved by either nonbinding mediation or litigation the prevailing party shall not be entitled to recover attorney fees or any other costs associated with mediation or litigation.

SECTION 14.0 NOTICE

Any notice necessary to the performance of this Agreement will be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

COUNTY

Director of Library Services
Solano County Library
1150 Kentucky Street
Fairfield, CA 94533

DISTRICT

Superintendent
Fairfield-Suisun Unified School District
2490 Hilborn
Fairfield, CA 94534

CITY/AGENCY

City Manager/Executive Director
City of Suisun City
701 Civic Center Boulevard
Suisun City, CA 94585

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the

date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

15.0 ENTIRE AGREEMENT

A. This Agreement, including any attachments constitutes the entire agreement between the parties and supersedes all previous communications, representations, understandings and agreements, specifically the June 20, 2006 agreement, regarding the parties' responsibilities concerning the Suisun City Library (Appendix F). There are no inducements, promises, terms, conditions or obligations made or entered into by Library, District or City other than those contained herein. This Agreement is not intended and specifically does not modify in any way the agreement between the City and the County, dated March 23, 1993, for the collection of the County's Public Facilities Fees.

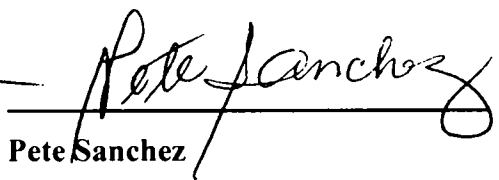
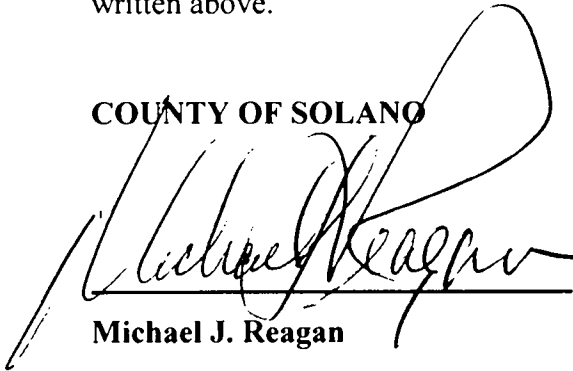
B. This Agreement only refers to the library facility physically located within the boundaries of the City of Suisun City.

C. This Agreement goes into effect and is contingent on, the construction of a joint-use library facility at 601 Pintail Drive in the City of Suisun City.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above.

COUNTY OF SOLANO

CITY OF SUISUN CITY



Michael J. Reagan

Pete Sanchez

Chair

Mayor

Solano County Board of Supervisors

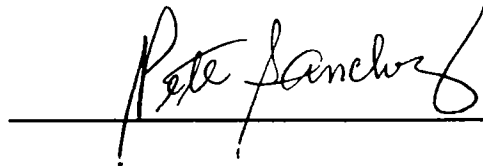
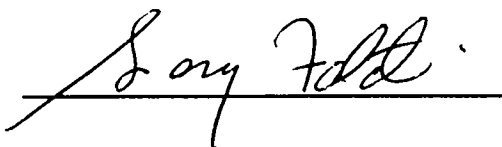
City of Suisun City

Date 5/22/07

Date _____

**FAIRFIELD-SUISUN UNIFIED
SCHOOL DISTRICT**

**REDEVELOPMENT AGENCY OF
THE CITY OF SUISUN CITY**



Gary Falati

Pete Sanchez

President

Chair

**Fairfield-Suisun Unified School District
Governing Board**

**Redevelopment Agency of the City
of Suisun City**

Date _____

Date _____

APPROVED AS TO CONTENT:

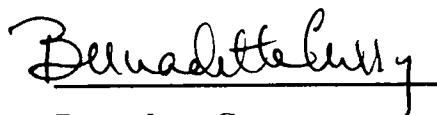


Ann Cousineau

Director of Library Services

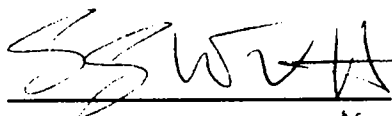
APPROVED AS TO FORM:

APPROVED AS TO FORM:



Bernadette Curry

Deputy County Counsel



Sky Woodward

City Attorney

APPENDIX A
LIBRARY SERVICES PROVIDED TO DISTRICT AND CITY
ADMINISTRATIVE SERVICES

1. Personnel

- a. Determine appropriate staffing levels and justify new positions.
- b. Develop and revise job descriptions when appropriate.
- c. Recruit, interview and select qualified personnel for permanent and substitute positions. This includes developing job announcements, placing advertisements in national and local professional periodicals, screening applications and developing questions and assessment center exercises for written exams, oral boards and interview panels.
- d. Orient new personnel to County Library.
- e. Provide training and continuing education opportunities for all staff.
- f. Maintain personnel files.
- g. Monitor salary, work schedule and benefit changes.
- h. Handle Worker's Compensation and Disability claims.
- i. Prepare, receive and distribute bi-weekly payroll.
- j. Complete all paperwork for employees who retire or resign.
- k. Address employee concerns and handle employee grievances.
- l. Monitor and interpret Civil Service rules and labor agreements.

2. Fiscal

- a. Prepare annual Library budget, which includes the Suisun City Library.
- b. Prepare County financial reports.
- c. Maintain Trust Fund and prepare related reports.
- d. Order, verify and distribute all supplies and fixed assets.
- e. Maintain annual inventory of fixed assets.
- f. Pay all bills.
- g. Administer collection services for customers with overdue items.
- h. Negotiate all service contracts, such as janitorial.
- i. Research and estimate costs for existing and additional items or services.
- j. Maintain and handle all vendor relations and correspondence.
- k. Prepare all grants.

3. Facilities

- a. Provide daily delivery of materials, supplies and correspondence to library branches.
- b. Arrange for repairs to equipment.

- c. Plan and oversee new, expanded or remodeled facilities.
 - d. Implement long-range master facilities plan.
4. Other Services
- a. Develop, prepare and implement Library's multi-year strategic plan.
 - b. Prepare required State reports.
 - c. Prepare and produce flyers, bookmarks and handouts which support library programs and services.
 - d. Provide all duplicating and printing services.
 - e. Handle customer concerns and complaints.
 - f. Prepare and distribute agendas and minutes for the Solano County Library Advisory Council.

AUTOMATION SERVICES

1. Purpose
Provide and maintain a shared local automation system for the SNAP consortium.
2. Vendor Relations
- a. Resolve online and related issues and concerns.
 - b. Troubleshoot software, hardware and telecommunications problems.
 - c. Develop software and enhancements to ensure user-friendly access by customers and staff.
 - d. Implement and upgrade modules such as Acquisitions, Circulation, Bibliographic Maintenance, Online Catalog, Serials Management and Online Databases.
 - e. Load new software releases.
3. Documentation, Training and Reports
- a. Translate vendor documentation to layperson's language.
 - b. Write automation procedures manuals.
 - c. Develop and distribute training materials for new software releases and modules.
 - d. Train designated staff trainers on new software releases, modules and refresher courses.
 - e. Print and distribute daily, monthly and annual statistical reports.
 - f. Prepare and send all overdue, hold and other patron notices.
4. Equipment Maintenance and Repair
- a. Maintain and perform simple repairs on automation and microcomputer equipment.
 - b. Provide backup terminals and peripheral equipment when necessary.
 - c. Work with service contractor to take care of complex equipment repair problems.

5. Other Services

- a. Represent Solano County Library interests at various SNAP and other regional committee meetings.
- b. Develop an umbrella technology plan. Identify annual activities that implement the intent of that plan.
- c. Coordinate SNAP and Solano operations policies and procedures.

TECHNICAL SERVICES

1. Collection Development and Acquisitions

- a. Work with branch library staff to develop an annual materials budget and implementation plan for collection development.
- b. Provide journals and selection lists from which staff can order books and other materials.
- c. Coordinate all orders to achieve efficiency and larger vendor discounts.
- d. Order print, audio visual and ephemeral materials.
- e. Handle all details for renewing and ordering new subscriptions to periodicals.
- f. Maintain fund accounting for all materials purchases.
- g. Track order cancellations, notify branches and adjust budgets.

2. Cataloging and Processing

- a. Catalog materials using Library of Congress approved standards.
- b. Use nationally developed automated database to ensure consistency of cataloging.
- c. Adjust catalog to local needs when appropriate.
- d. Add items to automated circulation system and public catalog.
- e. Physically process each book with necessary pockets, markings, spine labels, barcodes and plastic covers.
- f. Mend materials as needed.
- g. Delete withdrawn material from the catalog.

3. Other Services

- a. Search regional and national databases to locate books and other materials not owned by the library to fill a customer request (interlibrary loan).
- b. Research and implement methods for improving turnaround time of acquisitions, cataloging and processing functions using new technological advances.

TELEPHONE ASSISTANCE CENTER

Centralized Telephone Service

- a. Answer all incoming telephone calls from customers for information and circulation services.
- b. Provide answers to ready reference inquiries, which are questions that can be answered in a short timeframe (usually within five minutes).
- c. Renew library books and materials over telephone.
- d. Refer branch-specific questions to the appropriate library.

APPENDIX B

Cost Allocation Responsibilities for Suisun City Library

	Library	District	City
Automation equipment and maintenance	X		
Building liability		X	
Capital improvements		X	X
Landscaping, grounds and outside maintenance including landscaping, lighting, parking lot and signage			X
Maintenance including interior and exterior as defined in Agreement		X	X
Janitorial service	X	X (emergency)	
Operational (staff, collection, hours, telecommunications & library services)	X		
Police and fire protection			X
School library staff		X	
Security for library if needed	X		
Staff escorting students to library during school hours		X	
Garbage		X	
Utility (PG&E)	X		
Water and Sewer			X

Solano County Library, Fairfield-Suisun Unified School District, Suisun City & Agency Agreement

SUISUN CITY LIBRARY REVISED FUNDING PLAN
(Assuming a Total Project Cost of \$5,401,026)

APPENDIX C

Line No.	Contributing Agency	Drawdown Share	No State Grant	\$800k State Grant	\$1.0m State Grant	\$1.2m State Grant	\$1.4m State Grant
<u>Fairfield-Suisun Unified School District</u>							
1	Tax Increment Pass Throughs		\$ 2,210,000	\$ 2,210,000	\$ 2,128,634	\$ 2,028,634	\$ 1,928,634
2	Additional resources		\$ 418,634	\$ 18,634	\$ -	\$ -	\$ -
3	Subtotal FSUSD	48.67%	\$ 2,628,634	\$ 2,228,634	\$ 2,128,634	\$ 2,028,634	\$ 1,928,634
<u>State Grant</u>							
4	Prop ID or other grant		\$ -	\$ 800,000	\$ 1,000,000	\$ 1,200,000	\$ 1,400,000
5	Subtotal State Grant		\$ -	\$ 800,000	\$ 1,000,000	\$ 1,200,000	\$ 1,400,000
<u>Solano County</u>							
6	County Pub Fac Fees- Thru 6/30/06		\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000
7	County Pub Fac Fees- 7/1/06 to 3/31/07		\$ 474,392	\$ 474,392	\$ 474,392	\$ 474,392	\$ 474,392
8	County Pub Fac Fees- 4/1/07 and beyond		\$ 1,098,000	\$ 1,098,000	\$ 1,098,000	\$ 998,000	\$ 898,000
9	Subtotal Solano County	42.07%	\$ 2,272,392	\$ 2,272,392	\$ 2,272,392	\$ 2,172,392	\$ 2,072,392
<u>Suisun Redevelopment Agency</u>							
10	Tax Increment Contribution		\$ 500,000	\$ 100,000	\$ -	\$ -	\$ -
11	Subtotal Suisun RDA	9.26%	\$ 500,000	\$ 100,000	\$ -	\$ -	\$ -
12	PROJECT TOTAL	100.00%	\$ 5,401,026	\$ 5,401,026	\$ 5,401,026	\$ 5,401,026	\$ 5,401,026

Note 1: The City has contributed the land upon which the Library will be constructed.

Note 2: If PFFs are not currently available, Line No. 5 would be advanced by the RDA to be reimbursed from future collections of PFFs within Suisun City.

Note 3: Drawdown Share percentages will be recalculated if and when a state grant is secured.

Appendix D

EXHIBIT A - DESCRIPTION FOR PROPOSED SUISUN CITY LIBRARY PARCEL

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH RANGE 1 WEST M.D.S. & M BEING A PORTION OF LOT 2 AS SHOWN ON BOOK 30 OF PARCEL MAPS AT PAGE 85 OFFICIAL RECORDS OF SOLANO COUNTY LOCATED IN THE TOWN OF SUISUN CITY, CALIFORNIA.

BEGINNING AT THE BRASS DISC ON THE CENTER LINE OF PINTAIL DRIVE LYING APPROXIMATELY 250 FEET WEST OF WHITEWING LANE AS SHOWN ON SUBDIVISION MAP, RECORDED AT BOOK 31 PAGE 85 OFFICIAL RECORDS OF SOLANO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

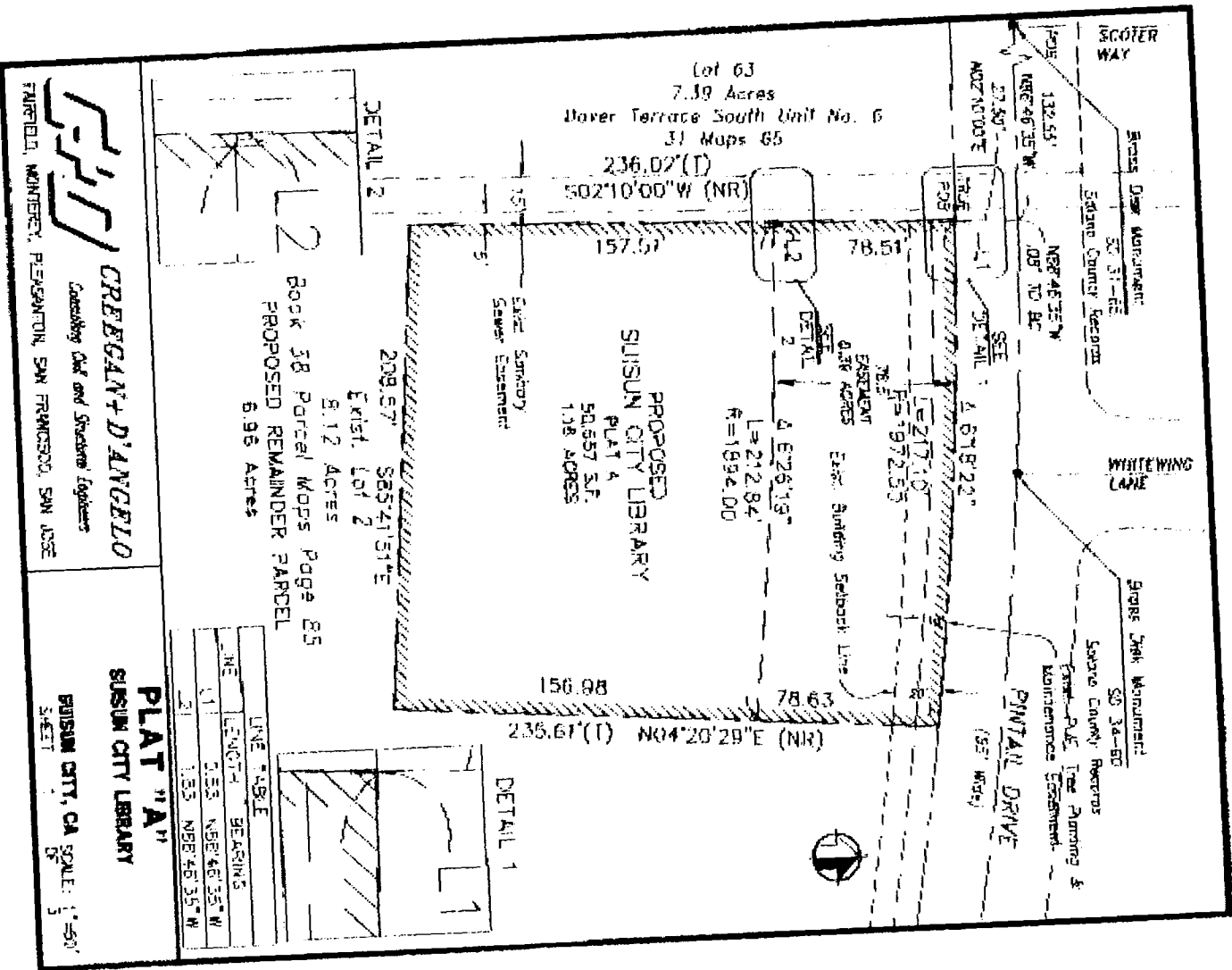
TRAVELLING EASTERLY ALONG THE CENTER LINE OF PINTAIL DRIVE SOUTH $88^{\circ}46'35''$ EAST 137.55 FEET TO A POINT LYING 0.08 FEET WESTERLY OF THE BEGINNING OF A CURVE TO THE RIGHT THENCE LEAVING SAID CENTER LINE SOUTH $02^{\circ}10'00''$ WEST 27.50 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF PINTAIL DRIVE AND THE NORTHEAST CORNER OF LOT 63 AS SHOWN ON THE SUBDIVISION MAP OF DOVER TERRACE SOUTH UNIT 6 AS RECORDED IN BOOK 31 ON PAGE 65 OF MAPS AND THE TRUE POINT OF BEGINNING. THENCE CONTINUING EASTERLY ALONG SAID RIGHT OF WAY SOUTH $88^{\circ}46'35''$ EAST 0.53 FEET TO A TANGENT CURVE CONCAVE TO THE SOUTH THROUGH A CENTRAL ANGLE $26^{\circ}18'22''$ WITH A RADIUS OF 1,272.50 FEET FOR AN ARC DISTANCE OF 217.10 FEET, THENCE LEAVING SAID RIGHT OF WAY SOUTH $94^{\circ}20'28''$ WEST 235.81 FEET; THENCE NORTH $85^{\circ}41'51''$ WEST 208.57 FEET; THENCE NORTH $02^{\circ}10'00''$ EAST 238.02 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINING 50,857 SQUARE FEET OR 1.16 ACRES -

RESERVING THERE ON AN EASEMENT FOR ACCESS, LANDSCAPING, PARKING AND UTILITIES 78.5 FEET IN WIDTH LYING OVER SAID PARCEL AND LYING ON AND SOUTH OF SAID NORTH LINE AND FURTHER MAINTAINING IN FULL FORCE THE 10 FOOT WIDE PUE TREE PLANTING AND MAINTENANCE EASEMENT AS SHOWN ON LOT 2 AS DESCRIBED ABOVE.



65703 - February 22, 2007



CLOSURE CALCS. 2-21-07 PLAT A.txt

Parcel name: PLAT A

North: 4959.1790 East : 5623.3678
Line Course: S 88-46-35 E Length: 0.5345
North: 4959.1576 East : 5623.9021
Curve Length: 217.0981 Radius: 1972.5000
Delta: 6-18-22 Tangent: 108.6606
Chord: 216.9922 Course: S 85-37-24 E
Course In: S 01-13-25 W Course Out: N 07-31-47 E
RP North: 2987.1174 East : 5581.7806
End North: 4942.8088 East : 5840.2579
Line Course: S 04-20-29 W Length: 235.8054
North: 4707.6792 East : 5822.4228
Line Course: N 85-41-51 W Length: 298.5697
North: 4723.3266 East : 5614.4409
Line Course: N 02-10-00 E Length: 236.8221
North: 4959.1790 East : 5623.3640

Perimeter: 897.8338 Area: 50,657 sq. ft. 1.16 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0038 Course: N 78-29-07 W
Error North: 0.00089 East : -0.00372
Precision 1: 235.271.0000

**EXHIBIT B1 - DESCRIPTION FOR 78.5 FOOT WIDE ACCESS, LANDSCAPING,
PARKING AND UTILITIES EASEMENT**

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH,
RANGE 1 WEST M.D.B. & M BEING A PORTION OF LOT 63 AS SHOWN ON THE
MAP OF DOVER TERRACE SOUTH UNIT 6 BOOK 31 OF MAPS AT PAGE 65
OFFICIAL RECORDS OF SOLANO COUNTY LOCATED IN THE TOWN OF SUISUN
CITY, CALIFORNIA.

BEGINNING AT THE BRASS DISC ON THE CENTER LINE OF PINTAIL DRIVE LYING
APPROXIMATELY 250 FEET WEST OF WHITENING LANE AS SHOWN ON
SUBDIVISION MAP, RECORDED AT BOOK 31 PAGE 65 OFFICIAL RECORDS OF
SOLANO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRAVELLING EASTERLY ALONG THE CENTER LINE OF PINTAIL DRIVE SOUTH
88°46'35" EAST 132.55 FEET TO A POINT (LYING 0.06 FEET WESTERLY OF THE
BEGINNING OF A CURVE TO THE RIGHT); THENCE LEAVING SAID CENTER LINE
SOUTH 02°40'00" WEST 27.50 FEET TO A POINT ON THE SOUTHERLY RIGHT OF
WAY OF PINTAIL DRIVE AND THE NORTHEAST CORNER OF LOT 63 AS SHOWN
ON THE SUBDIVISION MAP OF DOVER TERRACE SOUTH UNIT 6 AS RECORDED
IN BOOK 31 ON PAGE 65 OF MAPS AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTHERLY SOUTH 02°10'00" WEST 78.51 FEET; THENCE
NORTH 88°46'35" WEST 146.31 FEET; THENCE NORTH 01°13'25" EAST 78.50 FEET;
THENCE SOUTH 88°46'35" EAST 147.80 FEET TO THE TRUE POINT OF
BEGINNING.

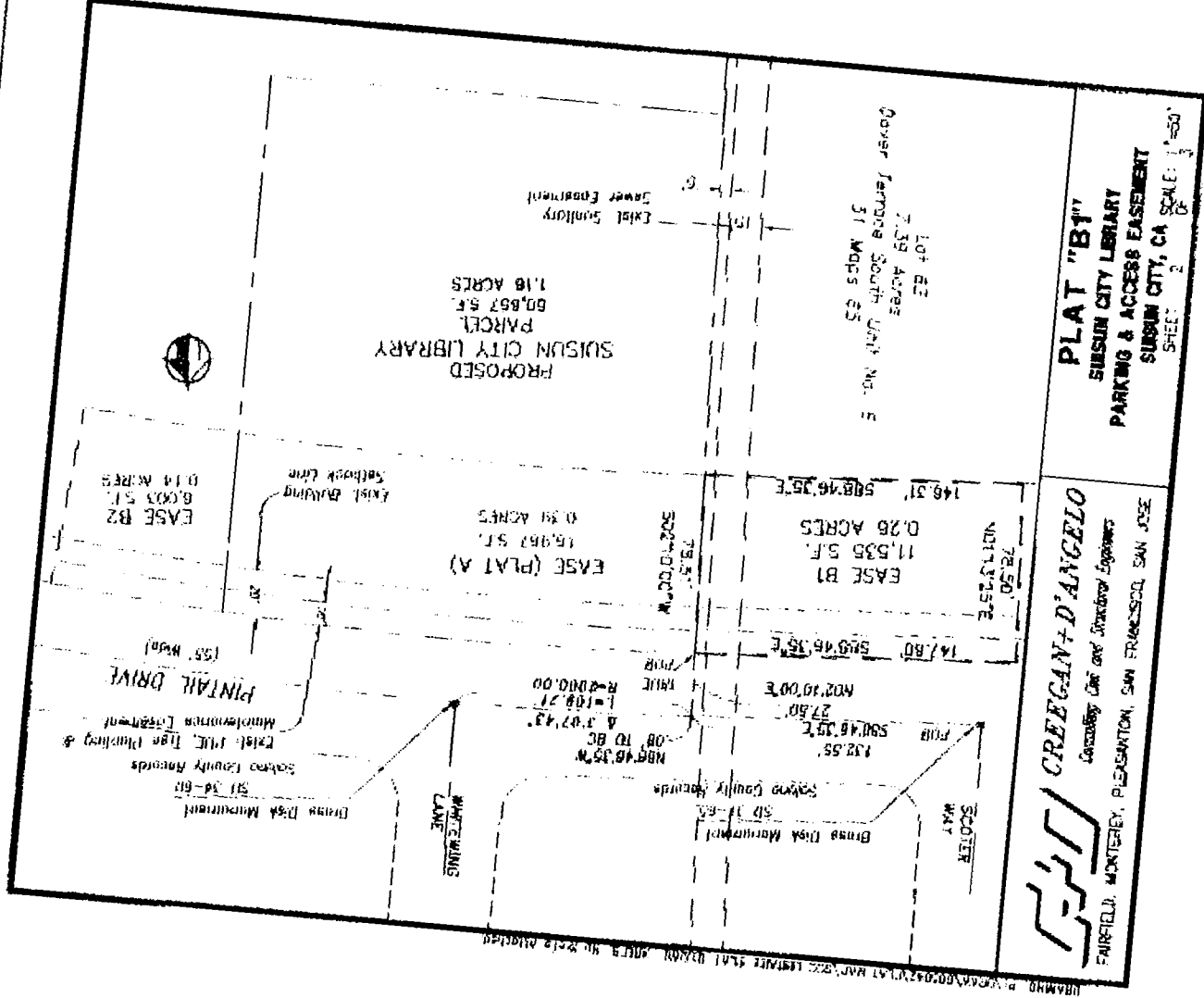
SAID PARCEL CONTAINING 11,538 SQUARE FEET OR 0.26 ACRES ±

MAINTAINING IN FULL FORCE THE 10 FOOT WIDE PUE TREE PLANTING AND
MAINTENANCE EASEMENT AS SHOWN ON LOT 63 AS DESCRIBED ABOVE.



0217001 - February 22, 2007

Solano County Library, Fairfield-Suisun Unified School District, Suisun City & Agency Agreement



CREEGAN+D'ANGELO
 Consulting Civil and Structural Engineers
 FAIRFIELD, MONTEREY, PLEASANTON, SAN FRANCISCO, SAN JOSE

PLAT "B1"
SUISUN CITY LIBRARY
PARKING & ACCESS EASEMENT
 SUISUN CITY, CA
 SHEET 2 OF 2
 SCALE: 1"=50'

SCC-PARCEL B1.bd

CLOSURE CALCS. 2-21-07

Parcel name: EASE B1

North: 4959.1790 East : 5623.3678
Line Course: S 02-10-00 W Length: 78.5106
North: 4880.7246 East : 5620.3996
Line Course: N 88-46-35 W Length: 166.3089
North: 4883.8459 East : 5474.1240
Line Course: N 01-13-25 E Length: 78.9000
North: 4962.3310 East : 5475.8903
Line Course: S 88-46-35 E Length: 147.8011
North: 4959.1791 East : 5623.3678

Perimeter: 450.9208 Area: 11,536 S.F. 0.26 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0000 Course: N 30-07-29 E
Error North: 0.00003 East : 0.00062
Precision 1: 450,920,600.0000

**EXHIBIT B2 - DESCRIPTION FOR 78.5 FOOT WIDE ACCESS, LANDSCAPING,
PARKING AND UTILITIES EASEMENT**

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH-
RANGE 1 WEST M.D.B. & M BEING A PORTION OF LOT 2 AS SHOWN ON BOOK 35
OF PARCEL MAPS AT PAGE 85 OFFICIAL RECORDS OF SOLANO COUNTY
LOCATED IN THE TOWN OF SUISUN CITY, CALIFORNIA.

BEGINNING AT THE BRASS DISC ON THE CENTER LINE OF PINTAIL DRIVE LYING
APPROXIMATELY 250 FEET WEST OF WHITEWING LANE AS SHOWN ON
SUBDIVISION MAP, RECORDED AT BOOK 31 PAGE 85 OFFICIAL RECORDS OF
SOLANO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRAVELLING EASTERLY ALONG THE CENTER LINE OF PINTAIL DRIVE SOUTH
88°48'35" EAST 132.55 FEET TO A POINT LYING 6.06 FEET WESTERLY OF THE
BEGINNING OF A CURVE TO THE RIGHT, THENCE LEAVING SAID CENTER LINE
SOUTH 02°10'00" WEST 27.50 FEET TO A POINT ON THE SOUTHERLY RIGHT OF
WAY OF PINTAIL DRIVE AND THE NORTHEAST CORNER OF LOT 63 AS SHOWN
ON THE SUBDIVISION MAP OF DOVER TERRACE SOUTH UNIT 6 AS RECORDED
IN BOOK 31 ON PAGE 85 OF MAPS; THENCE CONTINUING EASTERLY ALONG
SAID RIGHT OF WAY SOUTH 88°48'35" EAST 0.53 FEET TO A TANGENT CURVE
CONCAVE TO THE SOUTH THROUGH A CENTRAL ANGLE 08°18'22" WITH A
RADIUS OF 1,872.50 FEET FOR AN ARC DISTANCE OF 217.10 FEET TO THE TRUE
POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE THROUGH A
CENTRAL ANGLE OF 02°20'28" WITH A RADIUS OF 1972'50" AND AN ARC
DISTANCE OF 90.80 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH
09°52'18" WEST 78.50 FEET TO A CURVE WHICH CENTER BEARS SOUTH
09°52'18" WEST A DISTANCE OF 1354.00 FEET; THENCE CONTINUING WESTERLY
THROUGH SAID CURVE CONCAVE TO THE SOUTH THROUGH A CENTRAL
ANGLE OF 02°12'32" AND AN ARC DISTANCE OF 73.02 FEET THENCE ON A NON-
RADIAL BEARING NORTH 04°20'28" EAST 78.53 FEET TO THE TRUE POINT OF
BEGINNING

SAID PARCEL CONTAINING 6,003 SQUARE FEET OR .14 ACRES ±

MAINTAINING IN FULL FORCE THE 10 FOOT WIDE PUE TREE PLANTING AND
MAINTENANCE EASEMENT AS SHOWN ON LOT 2 AS DESCRIBED ABOVE.



057001 - February 22, 2007

CLOSURE CALCS. 3-21-07 SCC-PARCEL B2.txt

Parcel name: EASE B2

North: 4942.8081	East: 5840.2816
Curve Length: 80.8081	Radius: 1972.9087
Delta: 2-30-29	Tangent: 40.3051
Chord: 80.5933	Course: S 81-17-58 E
Course In: S 07-31-47 W	Course Out: N 09-52-16 E
RP North: 2967.1162	East: 5581.7841
End North: 4939.4158	East: 5919.9345
Line Course: S 09-52-16 W	Length: 78.5000
North: 4853.8779	East: 5906.4772
Curve Length: 73.0182	Radius: 1894.8067
Delta: 2-12-32	Tangent: 38.5138
Chord: 73.0138	Course: N 81-14-00 W
Course In: S 09-52-16 W	Course Out: N 87-38-44 E
RP North: 2967.1162	East: 5581.7841
End North: 4864.2060	East: 5834.3185
Line Course: N 04-20-29 E	Length: 78.6268
North: 4942.6872	East: 5849.2684

Perimeter: 310.7438 Area: 6.029 S.F. 0.14 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0089 Course: S 82-43-05 E
Error North: -0.0088 East: 0.00885
Precision 1: 45,838.3913

Appendix F

**AGREEMENT BETWEEN COUNTY OF SOLANO AND CITY OF SUISUN CITY
REGARDING LIBRARY PUBLIC FACILITIES FEES**

This Agreement Regarding Library Public Facility Fees (the "Agreement") is made and is effective this 20th day of June, 2006 (the "Effective Date") between the County of Solano, a political subdivision of the State of California (the "County") and City of Suisun City, a public body corporate and politic (the "City").

A. The City and the Fairfield-Suisun Unified School District (the "District") are working together to build a joint-use public and school library that will be located at 601 Prater Drive, Suisun City. The 10,000 square foot facility is located adjacent to the Suisun Elementary School. This facility will replace the current Suisun City Library located at 333 Suisun, Suite 280 and almost doubles the size of the space. The District will own the building and the Solano County Library (the "Library") will operate it.

B. To pay for the construction of the building, which is estimated to cost Four Million Six Hundred Twenty Thousand Dollars (\$4,620,000), a number of funding sources have been identified. The District, using Two Million Two Hundred Ten Thousand Dollars (\$2,210,000) in redevelopment pass-through monies received from the City of Suisun City Redevelopment Agency (the "Agency"). The District is also applying for One Million Dollars (\$1,000,000) from a statewide education bond (Proposition 47) that specifically applies to joint-use school-public libraries.

C. The County is providing Seven Hundred Thousand Dollars (\$700,000) in Library-specific Public Facilities Fees (the "Fees") collected by the City on behalf of the County. The Fees must be used to pay for the cost of capital facilities to serve new growth in the City in accordance with Section 11.133 et seq. of the Solano County Code.

D. In order to make up the remaining shortfall of Seven Hundred Ten Thousand Dollars (\$710,000), the Agency is making such amount (the "Loan") to the City for construction of the Library. The Agency is charging the City 2% interest to preserve the purchasing power of the amount loaned.

E. The City will repay the Loan from Fees collected by the City on behalf of the County after the Effective Date in accordance with the terms of that certain Loan Agreement or ever date instrument between the Agency and the City (the "Loan Agreement") in accordance with:

NOW, THEREFORE, the parties agree as follows:

Section 1. PUBLIC FACILITIES FEES. Beginning on June 1, 2006, all Fees collected by the City shall be used solely for the purpose of repaying the Loan in accordance with the terms of the Loan Agreement. The City will continue to collect the County's Public Facilities Fee on behalf of the County. The County will forward all Fees to the City on a quarterly basis for repayment of the Loan.

Section 2. TERMINATION. This Agreement shall terminate upon repayment of the Loan, plus all accrued interest.

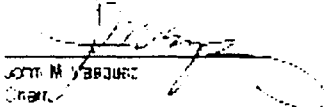
Agreed Between City of Suisun City and County of Solano
Regarding Library Public Facilities Fees
2006173

June 20, 2006
Page 1 of 2

Solano County Library, Fairfield-Suisun Unified School District, Suisun City & Agency Agreement

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date written above.


COUNTY OF SOLANO is Political
Subdivision of the State of California


John M. Marques
Chair

Solano County Board of Supervisors

Date July 25, 2006

Approved as to Form:

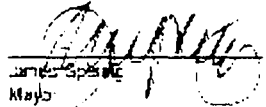

Amanda Bunting
Berkeley County
Deputy County Counsel

Acknowledged

City of Suisun City Redevelopment Agency


Executive Director

CITY OF SUISUN CITY is Political
Subdivision of the State of California


James Spisak
Mayor

City of Suisun City

Date June 17, 2006