

Contract No. - _____

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on January 8, 2019 by and between the County of Fresno ("COUNTY"), a political subdivision of the State of California, on behalf of the Fresno County Public Library ("FCPL"), and the West Hills Community College District ("WHCCD"), a community college district of the State of California. COUNTY and WHCCD may each be referred to in this Agreement as a "Party" or collectively as "the Parties."

RECITALS

WHEREAS, WHCCD owns, operates, and maintains certain real property, including facilities and improvements, located at 1511 Ninth Street, Firebaugh, California, commonly known as the North District Center ("NDC") for postsecondary educational purposes; and

WHEREAS, FCPL operates the Fresno County Library and desires to use certain real property, including classrooms and related facilities, in the NDC for a COUNTY public library ("Public Library") for the benefit of the Firebaugh community, and WHCCD is willing to allow such use as provided herein; and

WHEREAS, WHCCD and FCPL desire to cooperatively establish a Shared Library in one facility to serve the public's library service needs and provide an accessible community resource to support the cultural, educational, and informational needs of the greater Firebaugh community and WHCCD community college students, staff, and faculty. The Shared Library will provide these services to support individual and group improvement, enrichment, increased opportunity, knowledge and recreation.

NOW, THEREFORE, in consideration of the mutual promises herein, the Parties agree as follows:

SECTION 1

GENERAL PROVISIONS

A. Effective Date

This Agreement is contingent upon approval of the governing board of each Party. This Agreement will become effective when the governing board of the last Party authorizes

its designated representative to execute this Agreement on behalf of that Party ("Effective Date").

B. Library Description

Although the exact configuration of the Shared Library may change during construction, and the Parties may mutually agree to its changed configuration thereafter from time to time during the term of this Agreement, FCPL shall be entitled to use 4,948 square footage of Shared Space and 439 square footage of Exclusive Space, which Exclusive Space is comprised of the Children's area. Although there is a designated Children's area, children shall be present in the Shared Space of the Shared Library as well. Additionally, FCPL staff and patrons are allowed use, in the same manner and at the same time as WHCCD's staff and students, of the restrooms located on the first floor of the NDC.

The room on the Attached Exhibit A, marked "Community Room," shall be maintained as such ("Community Room") for the use of WHCCD and COUNTY, as provided herein. The COUNTY's use of the Community Room is a major incentive for COUNTY entering into this Agreement. FCPL shall be entitled to the exclusive use of Community Room for a minimum of ten (10) sessions per month for FCPL programs. Session length will range from a minimum of thirty (30) minutes to two (2) hours, as determined by FCPL, and may be held any time between 10:00 AM to 7:00 PM, as collaboratively determined by WHCCD and FCPL staff, depending on the type of programming. If WHCCD determines, in good faith, that a proposed use interferes with WHCCD's use, WHCCD must provide specific reasons for the interference, and must work with FCPL in good faith to find a mutually acceptable alternate time for FCPL's proposed use. In an effort to mitigate any scheduling conflicts, FCPL will provide notice to WHCCD (or the appropriate staff designate in charge of the Community Room) prior to releasing a schedule detailing when such programs are to occur by providing a minimum of thirty (30) days notice prior to the commencement of programming. WHCCD will have five (5) days to confirm in writing that it has no scheduling conflicts with the Community Room schedule. If WHCCD fails to provide this confirmation, the schedule is deemed accepted. While using the Community Room for FCPL programs, FCPL, Friends of the Library, or its patrons, shall not be obligated to pay any fee or charge, including any rental fee, for use of the Community Room.

C. Term

The term of this Agreement shall commence upon the Effective Date and shall expire ten (10) years after the date that the Shared Library first begins to provide library services to the public ("Initial Term"). The Parties may renew this Agreement for optional, successive ten (10) year terms ("Renewal Terms"), not to extend beyond June 30, 2117 through a written amendment signed by authorized representatives of both Parties. The COUNTY's Director of Internal Services/Chief Information Officer or his or her designee is authorized to approve and execute such written amendments on behalf of the COUNTY. On the expiration of this

Agreement, or voluntary termination of this Agreement by either Party, the Shared Library will cease to be a Public Library, and WHCCD shall not be obligated to operate it as one.

D. Withdrawal

If, by July 1, 2022, the construction of the Shared Library is not complete, the Parties shall meet and confer to determine methods for WHCCD to expedite WHCCD's completion of the Shared Library construction. If the Parties determine that the Shared Library construction or occupation cannot be completed due to emergencies, or natural disasters, such as fire, flood, strike, accident, consequences of foreign or domestic wars, or any other cause beyond the control of the Parties which delay or interfere with construction, COUNTY agrees to give a minimum of thirty (30) days prior written notice to WHCCD of withdrawal from this Agreement at no cost, penalty, or other consequences. In the event of such withdrawal, the Parties shall have no further obligation to each other.

E. Management of the Shared Library

Management of the Academic Library will be provided by WHCCD pursuant to all policies and procedures adopted by the Board of Trustees and all local, state, and federal obligations, as set forth in Section 4 of this Agreement., and management of the Public Library will be provided by the FCPL, pursuant to all County policies and ordinances, and applicable state and federal laws.

F. Limitations of Use

Both Parties agree and promise that the Shared Library and the land it will occupy will be used only for public and academic library purposes or purposes consistent with the respective missions of the WHCCD, and COUNTY, including the FCPL, as provided herein.

G. Title to Improvements

Subject to the terms of this Agreement, title to and ownership of the Shared Library and improvements to it, but excluding any fixtures attached by COUNTY, shall be and remain the sole property of WHCCD.

H. Grant of Right to Use

1. WHCCD grants to COUNTY the non-exclusive, irrevocable right to use the Shared Library and adjacent parking spaces sufficient to meet COUNTY'S requirements, provided that COUNTY complies with the terms and conditions of this Agreement. This right is not revocable, except for cause, as defined in Section 7(C).
2. WHCCD shall permit COUNTY to allow use of the Shared Library by The Firebaugh Chapter of the Friends of the Fresno County Library, a not-for-profit

organization that conducts fundraising for the FCPL, to sell items and books, and all proceeds from the Friends of the Fresno County Library will be distributed solely to the FCPL.

3. WHCCD agrees to give COUNTY keys to all portions of the Shared Library for its staff's use, as well as to the public restrooms, Classroom 1, and the exterior door to the NDC.

I. Compensation

This shall be a no-cost agreement to the COUNTY throughout the Term of this Agreement, except for those costs allocated pursuant to Section 6(C)(3) of this Agreement, inclusive of any Renewal Term of this Agreement. The consideration to both Parties for the use by COUNTY of shared space in the Shared Library is the public benefit to the Firebaugh community.

J. Specific Definitions

As used in this Agreement, these terms have the following meaning: _

1. "Academic Library" means the portion of the Shared Library solely used by WHCC users and staff.
2. "Capital" means that dollar amount at which each Party considers an expense to be capitalized and depreciable for accounting purposes.
3. "Capital Improvement" means a planned Capital expenditure to renovate or expand the Site or the Site's infrastructure, including major building systems.
4. "Capital Repair" means a planned periodic Capital expenditure that corrects a defect or degradation of major building systems, site improvements, components, assemblies or capital equipment. It is a subset of regular or normal facility maintenance that refers to costly repairs of the replacement/rebuilding of major facility components. For instance, roof replacement at the end of its anticipated useful life is typically a Capital Repair item, while replacing a roof several years after its normal useful life is considered a Deferred Maintenance item. Capital Repair does not include expansion or renovation of facilities.
5. "College" means WHCCD.
6. "Contents" means all property within the Shared Library that is not permanently fixed to the building's structure, such as carpeting, furniture, and computers, but excludes the Collection and Special Contents.
7. "Collection" means all materials such as books, magazines, microfilm, electronic resources, and other such materials, acquired, through contribution by a Party or by joint purchase, for the Shared Library for educational or recreation purposes.

8. "County Exclusive Space" includes the Children's area, as marked on Exhibit A.
9. "Deferred Maintenance" means expenditures for repairs not accomplished as a part of routine maintenance or Capital Repair that have accumulated to the point where facility deterioration is imminent and could impair the proper functioning of the Shared Library. Deferred Maintenance will generally involve a Capital expense.
10. "Emergency Maintenance or Repair" means a sudden and unanticipated event that causes an imminent or actual significant property loss, damage or deterioration to the Site and that requires an immediate response and expenditure, generally a Capital expense, to avoid danger to persons or property, or hindrance of the proper functioning of the Shared Library.
11. "Exclusive Space" means space that is solely for the use of one Party.
12. "Public Library" means that portion of the Shared Library open to the public and used by the public.
13. "Routine Maintenance" means the day-to-day efforts to control deterioration of facilities (up-keep expenses) through scheduled repetitive activities (such as cleaning), periodic scheduled work (such as inspections and equipment adjustments), and minor repairs made on an as-needed basis. Routine Maintenance may or may not involve a Capital expense.
14. "Shared Library" means the COUNTY Public Library operated by FCPL and the Academic Library operated by WHCCD in the library building at the NDC pursuant to the terms of this Agreement.
15. "Shared Space" means all space in the Shared library, with the exception of the spaces defined above as "Exclusive Space", that is for the use of both Parties and their users, including the use of Classroom 1, as marked on Exhibit A.
16. "Site" means the Shared Library, the 15-foot radius around the exterior wall of the Shared Library, and the parking spaces necessary to meet COUNTY'S requirements.
17. "Special Contents" means any special exhibits, fine arts, and any other special item identified and agreed upon by the Executive Committee, as defined in Section 4(C), that are exclusively owned and insured by COUNTY or on loan to FCPL.

K. Authority

As required by the laws and policies that govern each Party, the Board of Supervisors of the County of Fresno is the governing board relating to the COUNTY'S decisions, budgeting and expenditures, and the WHCCD Governing Board is the governing board relating to WHCCD's and WHCCD's decisions, budgeting and expenditures under this Agreement,

notwithstanding the creation under this Agreement of a joint management structure. The authority of each Party to budget annually is preserved, as specified in Section 9(H).

SECTION 2

STAFF OF SHARED LIBRARY

A. The Shared Library will house both the COUNTY Public Library and the WHCCD Academic Library. Both Parties will jointly operate the Shared Library subject to the terms and conditions of this Agreement. The Parties commit to the philosophy of a Shared Library, ensuring equitable access to resources, services and programs for all members of the community while acknowledging the independence and distinctions of each respective party and respecting these distinctions. It is the intent of each Party to hire or assign employees to staff the Shared Library who understand and share such a commitment and who will serve the clientele of the Shared Library with such purposes in mind.

B. Nothing contained in this Agreement is intended to create nor shall be construed as creating a partnership, joint venture, or other association between the Parties hereto for any purpose whatsoever.

C. At all times during this Agreement, individuals assigned to staff the Shared Library will be employees of the Party that hired them, and those employees will be subject solely to the pay scales and employee benefits, if any, of the employing Party. The hours, wages, and terms and conditions of employment for the WHCCD personnel assigned to the Academic Library are, and shall remain, governed and defined by the terms of the collective bargaining agreement(s) covering those personnel. Those personnel retained and directed by FCPL and/or COUNTY shall not become a part of any WHCCD bargaining units. The hours, wages, and terms and conditions of employment for the FCPL personnel assigned to the COUNTY's Public Library are, and shall remain, governed and defined by the terms of the collective bargaining agreement(s) covering those personnel. Those personnel retained and directed by WHCCD shall not become a part of any COUNTY bargaining units. Each Party shall only supervise its own employees and each Party agrees to ensure that its supervisors, working in the Shared Library, have been trained on and are knowledgeable about issues relating to employees managed by two separate entities, and are aware that they must avoid, where possible, creating a joint employment situation.

D. Despite the separate supervision and employment of the employees and volunteers of each Party as discussed in Section 2(C) above, the Parties will provide cross-training of their respective staff to work in all parts of the Shared Library as needed. However, pursuant to WHCCD collective bargaining agreement(s), WHCCD staff availability and working conditions are limited, including but not limited to coverage on weekends, holidays, and nights when the Shared Library may be open. This does not include security staff, which must be available on nights and weekends when the Shared Library is open to the public, for the safety of FCPL patrons and FCPL staff. Furthermore, the restrooms located in the main portion of the NDC must be open and available to FCPL staff and patrons at all times the Public Library is open.

E. The Parties agree that volunteers are important contributors to a successful library program, and qualified volunteers will be welcome to participate in the Shared Library. The Parties also agree that volunteers are most appropriately used to supplement essential library services provided by full time and part time paid library staff. Volunteers in the Shared Library will provide supplemental support and will be coordinated by staff of their respective Party (FCPL or WHCCD). The Party responsible for obtaining any volunteer(s) will also be responsible for the training and conduct of the volunteer(s) while on the Premises. Volunteer staff shall not have access to patron records. Volunteers will be required to meet all applicable California Code requirements. WHCCD personnel who are regularly employed to provide services for WHCCD libraries, or similar services, may not volunteer to provide the same or similar services.

SECTION 3

SHARED LIBRARY BUILDING

A. OWNERSHIP OF SHARED LIBRARY BUILDING

During the Initial Term of this Agreement and any Renewal Term, WHCCD will own the building that the Shared Library occupies, the land on which it sits, the WHCCD Collections that it has purchased or will purchase with its own funds, and the WHCCD Contents. Likewise, the COUNTY shall own the COUNTY Collections, furniture and equipment that it has purchased or will purchase and house in the Shared Library along with any COUNTY Special Contents. Upon expiration of the Term or a Renewal Term under Section 1(C), COUNTY shall be entitled to remove all COUNTY Collections, COUNTY Special Contents, furniture, computers, and equipment.

1. The COUNTY Collections in the Shared Library will be available to all Shared Library customers. Holds on FCPL materials are limited to San Joaquin Valley Library System (SJVLS) library cardholders. The WHCCD Collections will only be available pursuant to all applicable WHCCD policies and procedures.

B. Space Designation and Allocation

1. The Parties, through the WHCCD User Group, and in consultation with COUNTY personnel, shall work with the design consultant during design of the Shared Library to designate the functions of specific spaces within the interior of the Shared Library and needed infrastructure, all of which shall be consistent with the terms of this Agreement. The WHCCD governance body charged with overseeing maintenance operations, the Scheduled Maintenance Committee, will ensure participation from representative(s) of the Shared Library.
2. WHCCD shall, at its sole cost, be responsible for ensuring that the Shared Library building shall comply with all federal, state and local laws and regulations related to safety, health, or human use or occupancy of a public building.

C. Interior and Exterior Space

1. The Site Plan is attached as Exhibit A and incorporated by reference.
2. With the exception of the Exclusive Spaces described in Sections C(3) and C(4) below, the interior of the Shared Library shall be Shared Space to be used freely by both Parties.
3. The area marked on Exhibit A as "Children's," shall be Exclusive Space for use by FCPL only.
4. The area marked on Exhibit A as "Tutoring" shall be Exclusive Space for use by WHCCD only.
5. In regards to the exterior of the Shared Library, the immediate 15-foot radius around the exterior of the Shared Library building is Shared Space, as marked on Exhibit A, as well as the number of parking spaces required by law, based on the building's size, for the Shared Library.
6. The Community Room, as described in Section 1(B), shall be maintained as a Shared Space for use by FCPL and WHCCD, as provided herein.

D. Use of the Roof

WHCCD may, and FCPL may request WHCCD permission to, install telecommunications antennas, microwave or satellite dishes or other communications equipment on the Shared Library roof for the benefit of library clientele. Placement of equipment on the roof is subject to any required third-party government approvals. Before any equipment is installed, WHCCD shall approve the plans and methods for any aesthetic, structural, safety, or technological concerns. Such approval shall not be unreasonably withheld. The Party installing the equipment shall bear the cost of routine maintenance of the equipment and be responsible for any and all damage, leakage or extraordinary wear and tear to the roof occurring as a result of such use of the roof. Such improvements shall be fixtures, as defined in Section 1(G).

E. Separate Jurisdiction and Identity

Each Party shall maintain sole authority over those library-specific and non-library specific activities that are related to the overall management and administration of their operations of which the Shared Library is a part, such as budgeting, human resources, and procurement, circulation, cataloging, security and technology, subject to the terms and conditions of this Agreement. The employee(s) of each Party shall not become, nor be construed as, the employee(s) or agent(s) of the other Party. Additionally, each Party shall follow its own processes for those activities, subject to the terms and conditions of this Agreement. The Parties agree to provide notice to each other promptly of any of those activities that might materially affect or impair the operation of the Shared Library as described in this Agreement. The Party giving such notice to the other Party shall first meet and consult with the impacted Party to find a solution that is acceptable to the other Party before implementing any such solution.

F. Third Party Uses

1. Each Party shall coordinate any use by third parties of the Shared Library through existing WHCCD procedures and processes for facilities use as approved by the WHCCD Board of Trustees, a copy of which is attached as Exhibit C and incorporated by this reference. The joint agreement of both Parties is required. Facilities use frequency, number of events, and estimated attendance shall not disrupt the instructional environment during traditional class hours. However, WHCCD expressly understands and acknowledges that FCPL will be conducting activities consistent with those of any other public library at the Shared Library. These activities include but are not limited to: children's story time, afterschool programs, and children's programs. These activities will be conducted during morning and daytime hours and will not be restricted in any way by WHCCD. Fundraising or social events sponsored by WHCCD, COUNTY or by entities related to, or acting for the direct benefit of, either WHCCD or COUNTY, such as the Fresno County Public Library Foundation of the Fresno County Public Library, Friends of the Fresno County Public Library, or West Hills Community College Foundation, and other community groups will be subject to all policies and procedures regarding facility use. However, the Friends of the Fresno County Public Library and the Foundation of the Fresno County Public Library will not be charged for use of the Shared Library or the Community Room as these groups exist to compliment and support the Fresno County Public Library.
2. The COUNTY, the Foundation of the Fresno County Public Library, or the Friends of the Fresno County Public Library may serve wine and beer at events they sponsor at the Shared Library, pursuant to applicable WHCCD policies, West Hills Community College Foundation requirements and guidelines pertinent to the service of alcoholic beverages, all of which are attached to this Agreement as Exhibit D and incorporated by reference, and subject to approval by the WHCCD Board of Trustees.
3. Since the Shared Library is located in a building owned by WHCCD, WHCCD's policies and administrative regulations relating to its property, such as restrictions on smoking, solicitation, and the prohibition against the presence of weapons, apply to the use of the Shared Library. WHCCD shall provide any such policies to COUNTY.
4. Any and all monies provided to the COUNTY by or through the Fresno Library Foundation or The Friends of the Library, or any third party shall be for the sole use and benefit of COUNTY and are not subject to this Agreement. Any and all monies provided to WHCCD by or through any third party shall be for the sole use and benefit of the WHCCD and are not subject to this Agreement.

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SECTION 4

GOVERNANCE OF THE SHARED LIBRARY

A. Designated FCPL Supervising Librarian and WHCCD Librarian

FCPL shall select a FCPL Supervising Librarian to manage the Public Library and WHCCD shall select a Librarian to manage the Academic Library. The FCPL Supervising Librarian and WHCCD Librarian will establish and communicate Shared Library proposed operational procedures and protocols to manage the operations of the Shared Library. The responsibilities of the FCPL Supervising Librarian and WHCCD Librarian or their designees include the following, in addition to other responsibilities as may be specified by WHCCD policies and procedures, applicable collective bargaining contracts, and in this Agreement:

1. FCPL may circulate flyers, communications and promotional materials in keeping with its standards and practices for targeted outreach and community engagement as outlined by FCPL and the County. Such promotional materials will highlight Library-sponsored programs, events and outreach opportunities County-wide. They may also include advertising for partner agencies and non-profit organizations whose strategic direction are in keeping with FCPL's. Such promotional materials will not contain language or images deemed to offensive to others, as determined by FCPL. Both parties will jointly develop a coordinated plan to facilitate communication between FCPL and WHCCD regarding schedules, events, and desired programs.
2. Supervise their respective staff and agree on supervisory and communication procedures, including delegation procedures within each Party, in the event of the FCPL Supervising Librarian or WHCCD Librarian's absence.
3. Meet and consult regarding staffing to ensure adequate service coverage in the Shared Library based on the hours that the Shared Library is open.
4. Periodically recommend updates to staffing, utilizing WHCCD hiring prioritization processes, to reflect the changes in position assignments between and within programs and functions, and to ensure that the work schedules of employees in all positions are maintained on a current basis and provided to the appropriate employees and supervisors as necessary;
5. Discuss and identify factors that are important to the mission of the Shared Library for evaluating the performance of the individuals assigned to work at the Shared Library, recognizing that each Party will evaluate its own employees using its own required forms and procedures, and that decisions relating to evaluation and discipline are the sole responsibility of the Party that employs the individual;
6. Identify the library functions that the Parties will jointly perform and establish benchmarks, procedures and guidelines for those functions, subject to approval under appropriate WHCCD governance policies and procedures.

B. Shared Library Committee

A Shared Library Committee shall be established and comprised of the FCPL Supervising Librarian, the WHCCD Librarian, the FCPL Division Manager, and the WHCCD North District Center Dean. The responsibilities of the Shared Library Committee shall be as follows:

1. Meet monthly during the first year of the Shared Library operations, at least quarterly thereafter, and at such other times deemed necessary by the Committee;
2. Discuss the mutual needs and goals of WHCCD and FCPL as they relate to the Shared Library;
3. Foster and develop a cooperative Shared Library;
4. Recommend the days and hours of operation for the Shared Library;
5. Recommend lending procedures appropriate to the operation of the Shared Library;
6. Attempt to resolve any disputes and disagreements that may arise under this Agreement or that arise due to inconsistencies between the policies of WHCCD, and FCPL; and
7. Review remodeling recommendations of the FCPL Supervising Librarian and WHCCD Librarian and forward any approved recommendations through WHCCD's process for funding and final approval of such recommendations.

C. Dispute Resolution

If a Party believes that a dispute involves a default by the other Party of this Agreement or a disagreement involving the interpretation of a material provision of this Agreement, the procedures and remedies specified in Section 7 apply. In all cases of disputes or defaults under this Agreement, the Parties will first attempt to resolve differences, in good faith, between themselves.

SECTION 5

SHARED LIBRARY OPERATIONS

A. The Collection

1. All members of the general public shall have the right to the use of the FCPL Collection.
2. Members of the general public will not have circulation rights of the WHCCD collection.

3. Each Party shall own that part of the Collection that it purchases using its own funds.
4. Each Party shall retain the right to select materials for the Collection appropriate to its specific clientele who use the Shared Library, and shall be responsible for selecting the Collection materials that best meet the needs of its constituency.
5. Each Party will have and follow its own written Collections Development Policy. Each policy will establish clear guidelines for the types of materials to be acquired, acquisition priorities, procedures, processing for leasing and rental of materials, challenge, and withdrawal, as well as disposition of materials and the processes and procedures, if any, for the imposition and enforcement of penalties, fees or fines for the delinquent return of materials or loss of or damage to materials.
6. Each Party shall retain the right to establish rules and procedures regarding the on-site use and off-site lending policies of that part of the Collection that it owns.
7. In regards to its own materials, each Party shall retain the right to discontinue any periodicals, reduce that portion of the Collection that it owns, repair its books, discontinue lending certain types of its materials, and reclassify or catalog them.
8. WHCCD's materials shall be cataloged by the WHCC Library. Bibliographic records, borrower records, and item records shall not be exported from the WHCCD integrated library system ("ILS") into the FCPL ILS. FCPL's materials shall be cataloged by FCPL and/or the SJVLS. Bibliographic records, borrower records, and item records shall not be exported from the FCPL ILS into the WHCCD ILS.

B. The Contents

1. The FCPL Supervising Librarian and WHCC Librarian shall identify the Contents, as defined in Section 1(J), which need to be purchased for the Shared Library. WHCCD shall own and insure its Contents within the Shared Library. WHCCD shall ensure that all and any Contents placed into the Shared Library that do not already have a WHCCD inventory tag are tagged as WHCCD property before WHCCD places them within the Shared Library for use. WHCCD shall provide a list of all Contents that it tags under this Paragraph to WHCCD's Capital Asset Accounting Office before the Contents are placed in the Shared Library for use to ensure that WHCCD's insurance covers those Contents. County shall own and insure its Contents within the Shared Library. County shall ensure that all and any Contents placed into the Shared Library that do not already have a FCPL inventory tag are tagged as FCPL property before FCPL places them within the Shared Library for use. County shall provide a list of all Contents that it tags under this Paragraph to County's Risk Management Department before the Contents are

placed in the Shared Library for use to ensure that County's insurance covers those Contents.

2. Before the Shared Library opens, the Parties, through the FCPL Supervising Librarian and WHCCD Librarian, shall prepare an itemized list of the Contents that each will purchase to house in the Shared Library and shall deliver each Party's list to the other Party. The Contents identified for purchase by WHCCD shall be submitted under and subject to existing processes, separate and distinct from any FCPL process, which shall not be binding on WHCCD. Thereafter, the Parties, through the FCPL Supervising Librarian and WHCCD Librarian, shall prepare annually a schedule of replacement for the Contents. Each Party is responsible for replacing the Contents that are specific to each Party's clientele according to the replacement schedule. Each Party, through their governing board and/or existing appropriation mechanisms, shall have an obligation to ensure that funds are readily available to pay for their portion of the Contents according to the itemized list or replacement schedule.
3. FCPL shall not remove WHCCD Contents from the Shared Library in any manner without the prior consent of WHCCD. FCPL has the right to remove Contents and Special Contents and equipment owned by FCPL for repair, replacement, or other purposes, as deemed necessary by FCPL staff. WHCCD shall not remove FCPL Contents from the Shared Library, other than its own Contents and Special Contents and equipment, in any manner without the prior consent of FCPL. WHCCD has the right to remove Contents and equipment owned by WHCCD for repair, replacement, or other purposes, as deemed necessary by WHCCD staff.

C. Lending Policy

WHCCD and FCPL shall maintain their own and separate lending policy for the part of the Collection owned by each party. The term "lending policy" shall mean all policies, rules and regulations promulgated by either Party regarding the off-site use of any materials within the Collection. Such lending policy shall include, without limitation, the time period for such off-site use, early return policies, reserve policies (WHCCD), the amount of any late fines, and the number of materials that can be borrowed at one time by a single borrower.

D. Collection of Fines

The FCPL Supervising Librarian and WHCC Librarian shall each establish procedures for the collection of the respective Party's fines and for the respective Party's distribution or use of any monies collected for materials in the part of the Collection owned by each party. WHCCD fines and monies shall be handled only by WHCCD staff and FCPL fines and monies shall be handled only by FCPL staff.

1. Monies shall not be co-mingled; each Party will have its own cash register and safe for storage of each Party's monies.
2. Online collection of fines is allowed.

E. Electronic Materials

When negotiating license or other use agreements for electronically-available materials, each Party shall have the right to restrict access to those materials so as not to violate the license or use agreement.

F. Intellectual Freedom

It is the intent of WHCCD and FCPL to continue to honor the current policies of both WHCCD and FCPL to provide for access to services and materials. These policies will be shared with the other Party. If laws or ordinances are passed that restrict one or both of the Parties' ability to provide services, or if either Party imposes rules, policies or regulations that restrict access for certain groups of users to material within that Party's Collection or either Party's sponsored services or programs, each Party through their manager, the FCPL Supervising Librarian or the WHCC Librarian, agrees to promptly notify the other Party. Upon notification, the Parties, through the FCPL Supervising Manger and the WHCC Librarian, shall meet and mutually establish a policy to address the issue.

G. Integrated Library Systems (ILS)

The Fresno County Public Library ILS shall be used as the exclusive web-based catalog, circulation system and interlibrary loan system for FCPL materials. The WHCCD ILS shall be used as the exclusive web-based catalog, circulation system and interlibrary loan system for WHCCD materials. In all cases, records and information will be kept separate and never shared with the other Party's ILS.

H. Library Privileges

Members of the public and WHCCD students shall have access to the Shared Library during all hours that the Shared Library is open. The hours of operation of the Public Library and the Academic Library shall be similar to those of other facilities operated by the Parties. WHCCD may suspend or revoke student library privileges for cause, and FCPL may suspend or revoke library privileges of the general public for cause, as determined in their each Party's sole discretion.

I. Computer Use

The Shared Library shall have two groups of computers for access by its clientele. One group shall be available only to WHCCD students and faculty, will be designated accordingly, and will be configured to the WHCCD system network. The WHCCD computers shall remain on a physically separate network from the FCPL computers. A second, separate group of computers will be available to FCPL library card holders, will be designated accordingly, will be configured to the SJVLS system network, and will be managed to comply with CIPA

(Children's Internet Protection Act). FCPL Supervising Librarian and WHCC Librarian shall establish procedures for access to computers, based on the management of access that, to the extent feasible, provides the same access to each Party's clientele as they have at each Party's independently-operated locations.

J. Shared Library Programs

1. WHCCD and the FCPL each retain the right to create, sponsor and operate separate library programs for their clientele within the Shared Library. Each Party shall be solely responsible for funding its separate programs. The Parties agree to cooperate in good faith with each other in facilitating all the library programs operated within the Shared Library.
2. WHCCD and the FCPL shall have the right to create, sponsor and operate joint library programs within the Shared Library Building. The creation of any such joint library programs shall be a mutual decision of the Parties and neither WHCCD nor the FCPL shall have any obligation to enter into any program proposed by the other Party.

K. Service Marks and Trademarks

Neither Party shall use any service marks, trademarks, logos or other marks of the other Party without the express written approval of the other Party. The use of any marks must comply with the owner's requirements.

L. Ancillary Functions

The Parties shall have the right to provide separate services to their clientele that are ancillary to the core library services, so long as they do not burden Shared Library resources. These ancillary library services include, but are not limited to, the operation of copy machines, computers, computer printers, and other vending services. Copy machines operated by FCPL are exclusively self-serve. Staff may assist in the usage of copy machines, but money will always be collected by the machine itself. The Parties, by mutual agreement, shall also have the right to operate jointly any such ancillary library service. All monies collected from these services shall be kept separate and shall solely belong to the Party owning or leasing the machine.

M. Naming Rights

The name of the Shared Library shall be jointly discussed, and FCPL is encouraged to submit recommendations to WHCCD. The final decision and ownership of the name shall be subject to WHCCD philanthropic initiatives, governance, and policies respecting WHCCD site names and designations. Subject to COUNTY'S design approval, WHCCD shall install a

sign on the outside of the Shared Library with the COUNTY'S logo and the FCPL logo, that the County uses on its other Library buildings. COUNTY understands that the primary purpose of the NDC Building is to serve the WHCCD Campus, and that exterior signage will clearly and prominently display the name and logo of WHCCD as the focal point of the structure. COUNTY understands that WHCCD shall send any naming proposal for the Shared Library through its own approval process.

N. Advertising

FCPL and WHCCD shall be able to make routine announcements regarding programs and services, distribution of materials, and social media initiatives. Matters relating to public employee collective bargaining shall be prohibited from promotional materials.

SECTION 6
MAINTENANCE

A. General Statement of Site Responsibility; Cost Sharing and Reimbursement

1. As the owner of the Site (as defined in Section 1(J)), WHCCD shall be solely responsible and authorized to contract for and undertake Capital Improvements, Capital Repairs, Deferred Maintenance, Emergency Maintenance, Repairs or Routine Maintenance to the Site, maintenance or improvement activities that WHCCD undertakes on the recommendation of the Executive Committee or as a Party, except as specified in this Section 6.
2. WHCCD shall undertake Emergency Maintenance or Repairs either unilaterally or on the recommendation of the FCPL Supervising Librarian and WHCC President, and will request the WHCCD Board of Trustees to ratify any such actions.
3. For any Capital Improvements, Capital Repairs, Deferred Maintenance, Routine Maintenance, or Emergency Maintenance or Repairs, WHCCD shall select a contractor using its existing policies and procedures regarding the competitive procurement process as required under applicable law and regulations.
4. WHCCD shall maintain and repair the number of legally required parking stalls based upon site considerations and the building's final size at completion, the location of which to be mutually discussed and indicated on the Site Plan.

B. Appearance of the Site

During the term of this Agreement, WHCCD shall keep the Site in good repair, operating condition, working order, and appearance, including without limitation:

1. Maintain and keep the interior and exterior of the Site clean, painted and in good condition and repair, reasonable wear and tear excepted; and
2. Operate and maintain (and replace as applicable) all parts of the Site, including but not without limitation, air conditioning, heating systems, plumbing systems, bathrooms, electrical distribution systems, elevators, concrete foundation floors, roofs, building structure systems, fire alarm systems, lighting, parking lot lighting, and parking, keeping them in clean and good condition, reasonable wear and tear excepted.

C. Routine Maintenance Services; Reimbursement and Cost Sharing

1. Unless the Parties determine otherwise, WHCCD shall be responsible to provide or secure services as needed to maintain and service the Site including, but not limited to, telecommunications, janitorial, utilities, trash removal, landscape, electrical and heating and air conditioning services ("Routine Maintenance Services").
2. Throughout the Initial Term or any Renewal Term, WHCCD shall be responsible for paying before the assessment of any delinquency all charges for utility services furnished to the Site, including but not limited to light, heat, electricity, gas, water, telephone and telecommunication service, sewage service, garbage disposal, hazardous waste disposal and other public or private utilities of every kind furnished to the Site. Utilities supplied to the Site such as water, electric, air conditioning, shall be in the name of WHCCD. WHCCD shall be solely responsible for delinquencies and late charges, as stated below in Section 6(D).
3. WHCCD shall secure other services that the Parties mutually agree are desired or become necessary to promote or maintain optimal use of the Shared Library and is responsible for any associated costs. Such services include those that are provided in the interest of the health or safety of the patrons, such as pest control, additional site security, or emergency medical services equipment.

On a monthly basis, WHCCD shall send a bill to COUNTY for COUNTY'S pro rata share of the cost of utilities, security services, and janitorial services, as set forth in Exhibit "B." This amount shall be based on COUNTY'S 2913 square footage of shared and exclusive space, in proportion to the size of the whole NDC. The cost of these Routine Maintenance Services shall be calculated at the same rate as WHCCD's proportional share, including planned increases in personnel costs associated with WHCCD collective bargaining agreements, planned step- and column-increases, and cost of living adjustments ("COLA"). WHCCD must provide notice to COUNTY by July 1 each year for any increases associated with the costs related to Routine Maintenance, including those resulting from personnel costs, step and column increases as well as COLA adjustments. Such cost increases may not exceed 4 percent per annum. Any dispute in the amount of the Maintenance Services shall be resolved in accordance with Section 4.

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D. Liens and Encumbrances

1. WHCCD agrees that the Site shall be kept free and clear from any and all mechanics' and materialmen's liens, claims and charges. WHCCD shall indemnify, defend, and hold the COUNTY harmless from any and all cost, expenses, charges, interest, penalties, claims, liens or demands, including reasonable attorney's fees, (collectively "costs") arising out of or by virtue of any nonpayment of any obligations incurred by the COUNTY relating to the Shared Library, except those costs previously described in Section 6(C).
2. WHCCD agrees that this Agreement shall not be subordinated or subject to any encumbrances except for the bonds that fund design, construction and capital infrastructure for the Site.

E. Storage of Hazardous Materials

Neither Party shall use or store or cause to be created any Hazardous Substances in, on or near the Shared Library Building or at the Site, with the sole exception of reasonably necessary substances that are kept in reasonably necessary quantities for normal library operations, provided that their use and storage are in accordance with applicable laws. "Hazardous Substances" shall mean any hazardous substances, sewage, petroleum products, hazardous materials, toxic substances or any pollutants or substances defined as hazardous or toxic in accordance with federal or state laws and regulations.

F. Security

WHCCD shall be responsible for securing adequate security services for the interior and exterior of the Shared Library. For the safety of FCPL staff and patrons, adequate security services must be provided for all times that the Shared Library, including the Public Library portion alone, is open, including nights and weekends. The cost of the security services shall be shared proportionally in accordance Section 6(C)(4) above.

SECTION 7

DEFAULTS AND TERMINATION

A. Termination

1. The Parties recognize that this Agreement requires cooperation between the Parties and a long-term financial commitment by each Party.
2. If, pursuant to the terms provided herein, either COUNTY or WHCCD has an election to terminate the Agreement and so elects, then notice of such termination shall be made in writing to the non-terminating party. The notice of termination shall specify a date of termination not less than one (1) year from the date of said notice. In the case of COUNTY, the County Administrative Officer or the Director of

Internal Services/Chief Information Officer or their designee shall have the power to provide such notice and terminate the Agreement.

3. Upon termination, each Party shall be entitled to remove its Collection, Contents and Special Contents.
4. Non-Allocation of Funds - The terms of this Agreement and any renewals hereof, and the services to be provided by the Parties, are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, the services provided may be modified, or this Agreement terminated at any time by either Party giving the other Party one hundred twenty (120) days advance written notice.
5. If at any time during this Agreement, COUNTY receives adequate funding and/or property to establish a stand-alone library facility in Firebaugh, and so desires to establish a stand-alone facility, COUNTY may terminate this Agreement without cost or penalty upon one (1) year's advance written notice to WHCCD.
6. COUNTY FCPL has vacated an existing Public Library space in reliance on WHCCD's assurances of a long-term Shared Library. Therefore, if WHCCD terminates this Agreement within the first thirty-six (36) months of the Initial Term, WHCCD must find and pay for a similar Public Library space for the FCPL that is acceptable to COUNTY for a period of the Initial Term equivalent to thirty-six (36) months from the Effective Date. No assurances or reliance shall be implied for any Renewal Terms.

B. Default

A default occurs under this Agreement as follows:

1. A Party fails to pay any required cost or expense when due under this Agreement; or
2. WHCCD fails to perform maintenance or repairs required under this Agreement; or
3. A Party uses the Shared Library site for an illegal or improper purpose; or
4. A Party fails to comply with any other material provision of this Agreement.

C. Notice of Default: Cure

If a Party fails to cure its default within ninety (90) days following written notice from the other Party, that Party shall be considered in default.

The term "cause" in this Agreement means a default of one or more material terms of this Agreement that continues for more than ninety (90) days, after the defaulting party has received written notice of the default from the other party to this Agreement and the defaulting party fails to take reasonable steps to correct the default during that time period.//

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D. Remedies

Upon the occurrence of a default and until the defaulting Party cures the default, the non-defaulting party may exercise all, any or any combination of the following remedies, in any order and repetitively:

1. The non-defaulting Party may perform any of the defaulting Party's obligations under this Agreement without incurring any liability to the non-defaulting Party for any loss or damage that it may sustain as a result. The non-defaulting party shall be entitled to recover all of its reasonable and necessary costs and expenses incurred in connection with that performance.
2. The non-defaulting Party may pursue any and all other remedies to which it may be entitled at law, in equity or under the provisions of this Agreement. These rights and remedies are intended to be and shall be cumulative, and the exercise or attempted exercise by the non-Defaulting party of a given remedy shall not preclude or limit the right or ability of the non-defaulting Party to exercise, at the same or at any different time, any other remedy or remedies.

SECTION 8

INDEMNIFICATION AND INSURANCE

A. Indemnification

WHCCD agrees to indemnify, save, hold harmless, and at COUNTY's request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by WHCCD, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of WHCCD, its officers, agents, or employees under this Agreement.

COUNTY agrees to indemnify, save, hold harmless, and at WHCCD's request, defend WHCCD, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to WHCCD in connection with the performance, or failure to perform, by COUNTY, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of COUNTY, its officers, agents, or employees under this Agreement.

In the event of concurrent negligence on the part of COUNTY or any of its officers, agents or employees, and WHCCD or any of its officers, agents, or employees, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

The provisions of this Section 8 shall survive the termination of this Agreement.

B. Self-Insurance and Pooled Risk

Any insurance required to be maintained by COUNTY or WHCCD pursuant to this Section may be maintained under a self-insurance or pooled risk program so long as such self-insurance or pooled risk program is maintained in the amounts specified in Section 8(C).

C. Insurance Coverage

Without limiting the COUNTY's right to obtain indemnification from WHCCD or any third parties, WHCCD, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

1. Commercial General Liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
 - a. Fire insurance and extended coverage. WHCCD shall add COUNTY as an additional loss payee thereon.
2. Comprehensive Automobile Liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
3. Professional Liability – If WHCCD employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
4. Worker's Compensation – A policy of Worker's Compensation insurance as may be required by the California Labor Code.
5. Molestation – Sexual abuse/molestation liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

Additional Requirements Relating to Insurance

WHCCD shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under WHCCD's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

WHCCD hereby waives its right to recover from COUNTY, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. WHCCD is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but WHCCD's waiver of subrogation under this paragraph is effective whether or not WHCCD obtains such an endorsement.

Within Thirty (30) days from the date WHCCD signs and executes this Agreement, WHCCD shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Associate County Librarian, 2420 Mariposa Street, Fresno CA 93721, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under WHCCD's policies herein; that for such worker's compensation insurance WHCCD has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event WHCCD fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

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SECTION 9
OTHER TERMS AND CONDITIONS

A. Successors, Assignment

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

B. Integration

This Agreement sets forth the entire agreement between the Parties to the Agreement with regard to the subject matter hereof and supersedes all prior written or oral agreements, covenants, arrangements, communications, representations or understanding by any party that are not fully expressed in this agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except by written instrument signed by the party to be charged or its agent, duly authorized in writing, or as otherwise expressly permitted in this agreement. This is a fully integrated agreement.

C. Voluntary Agreement

The Parties represent that they have carefully read this Agreement, have consulted with their own legal counsel, know and understand the contents of this Agreement, and that each Party signs this Agreement freely, voluntarily, and with a complete and full understanding of its terms. Both parties have cooperated in the drafting and preparation of this Agreement. If there is any construction to be made of this document, the same shall not be construed against either Party.

D. Public Agency Authority

Each governmental entity signing this Agreement represents and warrants that the Agreement is executed in compliance with approval of the governing entity of said Party. Any individual signing this agreement on behalf of the public entity represents and warrants that he/she has full authority to do so.

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E. Notices

The persons and their addresses having authority to give and receive notices under this Agreement including the following:

<u>County of Fresno</u>	<u>WHCCD</u>
Director of Internal Services/Chief Information Officer 333 W. Pontiac Way Clovis, CA 93612	West Hills Community College District Deputy Chancellor Attn: Ken Stoppenbrink 9900 Cody Street Coalinga, CA 93210

All notices between the COUNTY and WHCCD provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by other means of delivering written communications as is customarily used by the Parties. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. A notice delivered by electronic transmission is effective immediately, provided that the sender retains a record of the transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

F. Severability

If any provision of this Agreement, or the application of such provision to any Party or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to such Party or circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby.

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G. Governing Law

The parties agree that for purposes of venue, performance under this Agreement is to be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

H. Approval of Budget into Next Fiscal Year

The Parties recognize that the continuation of this Agreement after the close of any given Fiscal year of each Party, which ends on June 30th of each year, shall be subject to the approval of the budget of each Party providing an appropriation covering this item as expenditure. Neither the COUNTY nor WHCCD represents that future budget items will actually be adopted, that determination being that of each Party's governing bodies at the time of the adoption of each Party's annual budget.

I. Cancellation

The Parties acknowledge that this Agreement is subject to cancellation by the Parties set forth in a written agreement signed by both Parties (the "Termination Agreement"). Upon signing by both Parties of that Termination Agreement, the operation of the Shared Library pursuant to this Agreement shall cease and this Agreement shall terminate.

J. Nondiscrimination

The Parties agree to be bound by applicable local, state and federal laws, rules and regulations governing Equal Employment Opportunity and Nondiscrimination.

K. Amendments

The Parties may revise this Agreement only through a written amendment signed by authorized representatives of both Parties and, if required, approved by their governing boards.

L. No Third Party Beneficiaries.

Notwithstanding anything else to the contrary herein, the Parties acknowledge and agree that no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement.

M. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first hereinabove written.

CONTRACTOR



(Authorized Signature)

Ken Stoppenbrink

Print Name & Title


9800 Cody Street

Mailing Address

Coalinga, CA 93210

Mailing Address

COUNTY OF FRESNO

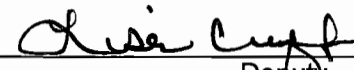


Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By:



Deputy

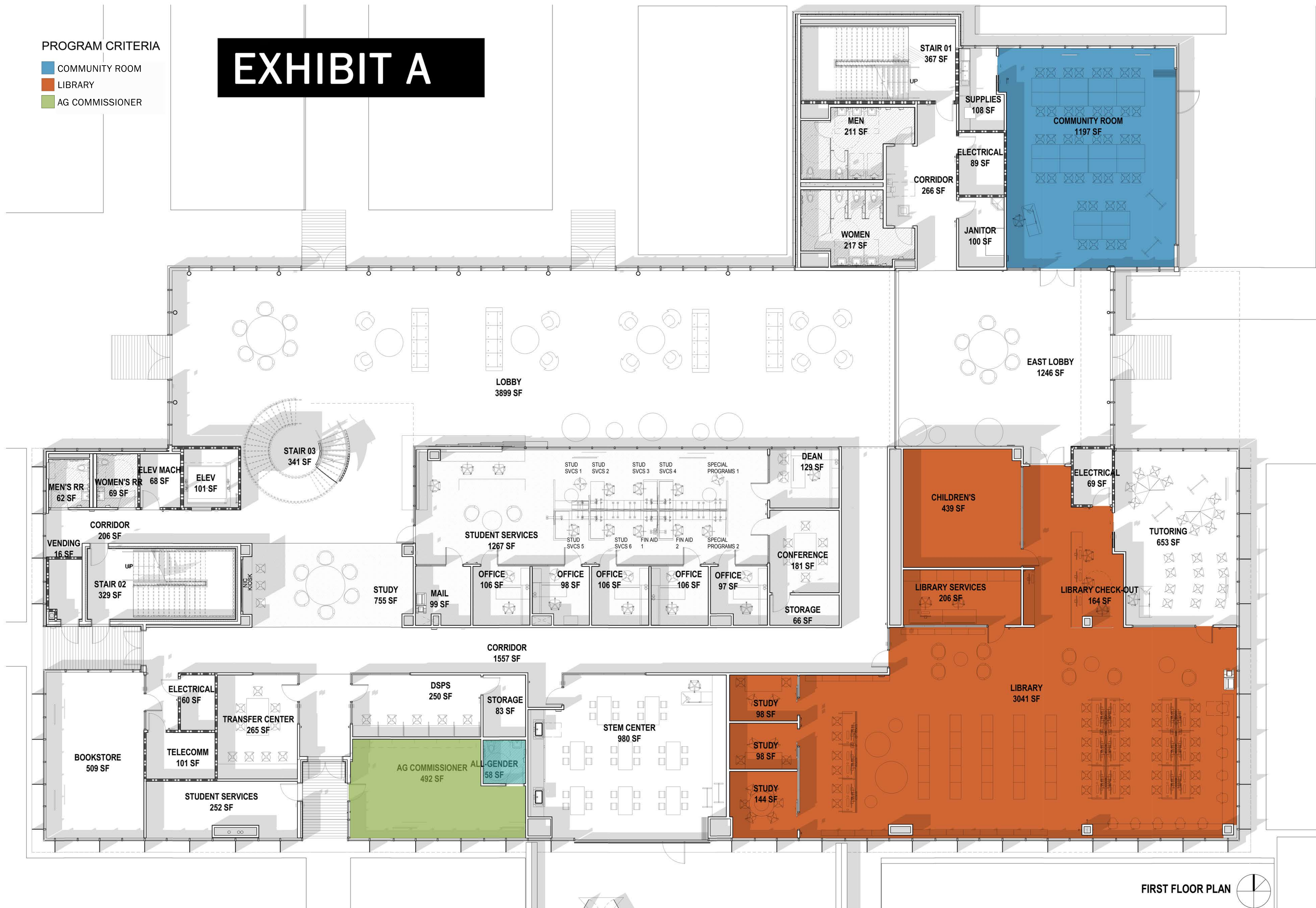
FOR ACCOUNTING USE ONLY:

ORG No.: 75112011
Account No.: 7340/7887
Requisition No.:

PROGRAM CRITERIA

- COMMUNITY ROOM
- LIBRARY
- AG COMMISSIONER

EXHIBIT A



FIRST FLOOR PLAN

EXHIBIT A

November 20, 2018

FIRST FLOOR PLAN WHCCD NORTH DISTRICT CENTER



EXHIBIT B

WHCCD North District Center - Library Facility Operating Costs

<u>Building</u>	Cost/sq. ft	Total Building sq. ft.	Total/yr	Total/mo.	Total/sq. ft./yr
<u>Energy/Utilities</u>	1.60	41,633	66,613	5,551	1.60
Water					
Gas					
Electricity					
I.T.					
<u>Custodial/Misc. Maintenance/Security</u>	No. of FTE	Total employer cost/FTE	Total/yr	Total/mo.	Total/sq. ft./yr
Skilled Maintenance II	1.0	90,000	90,000	7,500	2.16
Custodial Staff	3.5	66,000	231,000	19,250	5.55
Maintenance Supplies/Equipment			3,000	250	0.07
Custodial Supplies			10,000	833	0.24
Security Staff	0.625	38,480	24,050	2,004	0.58
<u>Site</u>	Approx 3X	Current Cost/year	Total/yr	Total/mo.	Total/sq. ft./yr
<u>Landscape and site maintenance</u>	3	16,380	49,140	4,095	1.18
(Three times current expense to accommodate additional plant/tree maintenance, trash, and parking lot maintenance)					
					-
Totals - Building & Site			473,803	39,484	11.38
<u>Shared & Exclusive Space*</u>	Cost/sq. ft./yr	Shared & Exclusive SF	Total/yr	Total/mo	
Totals	11.38	2,913.00	33,151.29	2,762.61	
*Shared & Exclusive Space includes:					
Fresno County Library Space					
Community Room					

EXHIBIT C



Reference: *Education Code Sections 82537; 82542*
Title 5 Section 59601 et seq.

Use of District facilities shall be granted as provided by law. The Chancellor shall establish procedures regarding the use of district property, including, but not limited to, facilities and equipment, by community groups, outside contractors, and others.

The administrative procedure shall reflect the requirements of applicable law including Education Code Section 82537 regarding Civic Centers. The administrative procedure shall include reasonable rules regarding the time, place and manner of use of district facilities. They shall assure that persons or organizations using district property are charged such fees as are authorized by law. Public use of district property shall not interfere with scheduled instructional programs or other activities of the district on behalf of the students.

No group or organization may use district property to unlawfully discriminate on the basis of race, color, religion, ancestry, national origin, military or veteran status, disability, gender, gender identity, gender expression, or sexual orientation, or the perception that a person has one or more of the foregoing characteristics, or because a person associates with a person or group with one or more of these actual or perceived characteristics, or on any basis prohibited by law.

Use of the district's facilities will be only for the purposes described by the California Legislature in Education Code Section 82537. These purposes include use by associations "formed for recreational, educational, political, economic, artistic, or moral activities of the public school districts" in order to "engage in supervised recreational activities" or "meet and discuss, from time to time, as they may desire, any subjects and questions which in their judgment appertain to the educational, political, economic, artistic, an moral interests of the citizens of the communities in which they reside" (Education Code Section 82537(a)). In granting permission to use the facilities, the District will not discriminate on the basis of viewpoint with regard to organizations engaging in expressive activities on the topics and subject matters articulated above.

Fees collected will be deposited as follows:

- 20% of the fee received will be deposited to the college facility use revenue account for college discretionary use for facilities.
- 80% of the fee received will be deposited to a restricted use account established by the fiscal services department for districtwide facility repair and equipment needs.

The total fees collected will be deposited to the following accounts:

District Facility	General Fund Account (20%)	General Fund Restricted (GFR) 41 – Facility & Equipment (80%)
District Office	11-000-000000-48851-100	41-232-651000-48851-100
West Hills College Coalinga	11-000-000000-48851-110	41-232-651000-48851-100
West Hills College Lemoore	11-000-000000-48851-220	41-232-651000-48851-100

See Administrative Procedure 6700



Reference: *Education Code Sections 82537; 82542;*
Public Resources Code Section 42648.3;
Title 5 Sections 59601 et seq.;
Clark v. Community For Creative Non-Violence (1984) 468 U.S. 288, 104
S. Ct. 3065, 82 L.Ed.2d 221

General Provisions

District facilities identified as Civic Centers or as designated public forums are available for community use when such use does not conflict with District programs and operations. Facility use shall be limited to places and times identified by the Deputy Chancellor, but shall be sufficiently frequent and available on specific dates and times, so as to allow meaningful use by outside groups. Except as provided in these procedures or as authorized by law, no organizations shall be denied the use of District facilities because of the content of the speech to be undertaken during the use.

The Deputy Chancellor is responsible for the coordination and implementation of these procedures. The Deputy Chancellor shall determine all applicable fees to be charged.

Outside the designated public forum areas, the following shall apply:

- All user groups shall be required to provide the District with a hold harmless and indemnification agreement acknowledging that they will be financially responsible for any losses, damages, or injuries incurred by any person as a result of their use of the facilities.
- All user groups shall be required to provide a certificate of insurance with limits acceptable to the District and/or other proof of financial responsibility acceptable to the District.

A copy of all finalized agreements and certificates of insurance must be filed with the office of the Deputy Chancellor. No event sponsored by an external group can be held unless an authorized facilities use agreement is on file.

Civic Centers

Eligible persons or groups may use District buildings or grounds identified in Appendix A and designated as the Civic Center for public, literary, scientific, recreational, or educational meetings, or for discussion of matters of general or public interest, subject to this procedure.

The groups identified in Education Code Section 82542(a) will be permitted, "when an alternative location is not available," as described in the statute, to use District facilities upon payment only of the following:

- The cost of opening and closing the facilities, if no college or District employees would otherwise be available to perform that function as a part of their normal duties;
- The cost of a college or District employee's presence during the organization's use of the facilities if it is determined that the supervision is needed, and if that employee would not otherwise be present as part of his or her normal duties;
- The cost of custodial services, if the services are necessary and would not have otherwise been performed as part of the custodian's normal duties; and
- The cost of utilities directly attributable to the organization's use of the facilities.

Except as provided herein, other groups shall be charged an amount not to exceed the direct costs of District facilities. Direct costs shall include costs of supplies, utilities, custodial services, services of any other District employees, and salaries paid District employees necessitated by the organization's use of District facilities. Additionally, except for classroom-based programs that operate after school hours and organizations retained by the college or District to provide instruction or instructional activities to students during school hours, direct costs shall also include the costs for maintenance, repair, restoration, and refurbishment of college facilities and grounds used by the group.

The District shall maintain a fee schedule adopted by the Board of Trustees that includes the hourly fee for each specific school facility and grounds (see Appendix A).

The following shall be charged fair rental value for the use of District facilities:

- Any church or religious organization for the conduct of religious services, which may be conducted for temporary periods where the church or organization has no suitable meeting place for the conduct of such services.
- Entertainments or meetings where admission fees are charged or contributions are solicited and the net receipts of the admission fees or contributions are not expended for the welfare of the students of the District or for charitable purposes.

The American Red Cross or other public agencies may use District facilities, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare, and the District will cooperate with these agencies in furnishing and maintaining services deemed by the Board of Trustees to be necessary to meet the needs of the community.

Rules for Facilities Use

1. Requests for use of District facilities must be made at least thirty (30) days in advance of the first date of use being requested. Requests shall be made on forms provided by the District (see Appendix B). Authorization to use District facilities shall be granted by the Deputy Chancellor and the College President for the particular location at which the facilities are to be used.

2. Permission to use District facilities shall not be granted for a period to exceed one fiscal year. No person or organization may be granted a monopoly on any facility.
3. All charges for the use of District facilities are payable five (5) working days prior to use.
4. Any person applying for use of District property on behalf of any group shall be a member of the group and, unless he or she is an officer of the group, must present written authorization to represent the group. Each person signing an application shall, as a condition of use, agree to be held financially responsible in the case of loss or damage to District property.
5. The District may require security personnel as a condition of use whenever it is deemed to be in the District's best interests.
6. No person applying for use of District property shall be issued a key to District facilities.
7. Future facility requests may be denied on grounds including, but not limited to, abuse or misuse of district property and failure to pay promptly for any damage to District property.
8. No alcoholic beverages, intoxicants, controlled substances, or tobacco in any form shall be brought onto the property of the District with the exception of functions endorsed by or through the West Hills Community College Foundation and approved prior to the event by the Board of Trustees. Persons under the influence of alcohol, intoxicants, or controlled substances shall be denied participation in any activity.
9. No structures, electrical modifications or mechanical apparatus may be erected or installed on District property without specific written approval by the Deputy Chancellor.
10. All decorative materials including, but not limited to, draperies, hangings, curtains, and drops shall be made or treated with flame-retardant processes approved by the State Fire Marshall.
11. With the exception of West Hills Community College District educational programs and sponsored events, facilities may not be reserved more than eight (8) months in advance of the event date.
12. Other rules and regulations for the use of District facilities are set forth in Appendix B.

Recycling: Large Venues and Events

“Large venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the District per day of operation of the venue facility.

“Large event” means an event that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event.

Biennially, on or before July 1, District representatives will meet with recyclers and with the solid waste enterprise that provides solid waste handling services to the large venue or large event to determine the solid waste reduction, reuse, and recycling programs that are appropriate for the large venue or large event. In determining feasible solid waste reduction, reuse, and recycling programs, the operator may do any of the following:

- Develop solid waste reduction, reuse, and recycling rates and a solid waste reduction, reuse, and recycling plan that would achieve those solid waste reduction, reuse, and recycling rates.
- Determine a timeline for implementation of the solid waste reduction, reuse, and recycling plan and solid waste reduction, reuse, and recycling rates.

Priority for the Use of District Facilities

Priority for the use of District facilities will be as follows:

1. Academic program/direct instruction
2. Student clubs and organizations
3. Fundraising entertainment or meetings where admission fees charged or contributions solicited are expended for the welfare of the students of the District
4. Parent-Teachers' associations
5. School-Community advisory councils
6. Camp Fire Girls, Girl Scout troops, and Boy Scout troops
7. Senior citizens' organizations
8. Other public agencies
9. Organizations, clubs, or associations organized for cultural activities and general character building or welfare purposes (such as folk and square dancing)
10. Public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare.

Fee Categories

The following organizations will be charged fair rental value rates identified in Appendix A:

- Non-Profit Organizations (Community or non-District)
- Commercial Organizations
- Religious Organizations and Churches

Facility/Equipment Rental Fees

A signed Application and Agreement for Use of District Property must be submitted to request the use of District facilities. Upon receipt of the application, the requestor will be sent a quotation for the facility/equipment rental. Once agreed to, the quotation must be signed by the requestor and submitted to the college with a 25% deposit to secure the facility/equipment rental. The balance must be received in the District's business office five (5) working days prior to use. The actual cost of any required setup or cleanup costs related to the use of facilities for custodial and/or maintenance workers, or for any other special equipment setup shall be charged to the facilities use requestor.

Cancellations require 72 hour notification. All expenses incurred by the District or college related to the facilities use request prior to cancellation are non-refundable and these charges are due and payable upon invoicing by the District.

See Appendix A for applicable rental fees.

Collection of Fees for Use of Facilities

The amount of fees collected shall be determined in accordance with the schedule of fees.

The college shall ensure the District Office has a copy of the approved Application and Agreement for Use of District Property and provide the District Office with the amount to be invoiced. The approved application must contain the name of the organization, name of responsible party, address, date(s) of use, facilities requested, and the fees to be charged. An invoice will be prepared by the District Office based on this information.

Board approval date: 5/21/02
Revised: 10/26/10; 11/22/10; 9/27/16

Facility/Equipment Rental Fees**West Hills College Coalinga**

Facility/Equipment	Daily Minimum
Barbecue Pit (delivery and pickup by WHC staff)	\$100.00
Baseball Field	\$400.00
Chairs	\$1 per chair
Custodial	\$50 per hour/per custodian
Dance Studio	\$560.00
Dining Hall Seating Area (no kitchen) (178 maximum occupancy)	\$800.00
Everett Hall (0-60 maximum occupancy)	\$200.00
Food Service/Catering	Per quotation
Football Practice Field	\$400.00
Large Classroom (50-100 maximum occupancy)	\$175.00
Large Conference Room (50-100 maximum occupancy)	\$450.00
Media Staff	\$50 per hour/per employee
Portable Stage	\$400.00
Public Address System	\$240.00
Residence Halls	Per quotation
Rodeo Arena (plus mandatory staff supervision at actual cost)	\$2,500.00
Security (required of events of 500 people or more)	\$50 per hour/per security guard
Small Classroom (0-49 maximum occupancy)	\$100.00
Small Conference Room (0-49 maximum occupancy)	\$200.00
Softball Field	\$400.00
Tables	\$10 per table
Tennis Courts	\$200.00
Theatre (300 maximum occupancy)	\$750.00
Theatre with Stage and Dressing Rooms	\$1,500.00
Video Conference Room	\$280.00
Wellness Center Gymnasium (1,500 maximum occupancy)	\$2,300.00
Wellness Center Gymnasium with Locker Rooms	\$3,000.00
Wellness Center Weight Room	\$1,000.00

West Hills College Lemoore

Facility/Equipment	Daily Minimum
Aerobics/Weight Room (70 maximum occupancy)	\$560.00
Amphitheatre Area	\$120.00
Chairs	\$1 per chair
Custodial	\$50 per hour/per custodian
Extra Large Conference Room (101-150 maximum occupancy)	\$600.00
Food Service/Catering	Per quotation
Large Classroom (50-100 maximum occupancy)	\$175.00
Large Conference Room (50-100 maximum occupancy)	\$450.00
Media Staff	\$50 per hour/per employee
Multi Use Sports Complex Concession Stand	\$500.00
Multi Use Sports Complex Lobby (only)	\$500.00
Multi Use Sports Complex Gymnasium (2,626 maximum occupancy)	\$5,000.00
Multi Use Sports Complex Gymnasium with Locker Rooms (2,626 maximum occupancy)	\$6,000.00
Public Address System	\$240.00
Security (required of events of 500 people or more)	\$50 per hour/per security guard
Small Classroom (0-49 maximum occupancy)	\$100.00
Small Conference Room (0-49 maximum occupancy)	\$200.00
Soccer Field	\$400.00
Student Union	\$3,500.00
Tables	\$10 per table
Video Conference Room	\$280.00

North District Center, Firebaugh

Facility/Equipment	Daily Minimum
Small Classroom (0-49 maximum occupancy)	\$100.00
Video Conference Room	\$280.00

District Office

Facility/Equipment	Daily Minimum
Board Room	\$280.00
Video Conference Room	\$280.00

Note: The actual cost of any required setup or cleanup costs related to the use of facilities for custodial and/or maintenance workers, security guards, and/or media personnel will be determined based on the type of event, hours of the event, and the number of attendees.

Computer labs and collaboratories are not rented out due to potential damage that may be incurred.



APPLICATION AND AGREEMENT FOR USE OF DISTRICT PROPERTY

Event/Activity Title: _____

Name of Organization or Requestor: _____ Today's Date: _____

Type of Organization: _____

Name of Responsible Party: _____ Title: _____

Address: _____ City/State/Zip: _____

Contact Phone: _____ Fax: _____ Email: _____

Type of Event/Activity:

- | | | | |
|---|---|--|--------------------------------------|
| <input type="checkbox"/> Civic Use/Non-Profit | <input type="checkbox"/> College Activity | <input type="checkbox"/> Commercial | <input type="checkbox"/> Dance |
| <input type="checkbox"/> Lecturer/Speaker | <input type="checkbox"/> Meeting | <input type="checkbox"/> Performance/Concert | <input type="checkbox"/> Sport Event |
| <input type="checkbox"/> Other: _____ | | | |

Date(s) of Event/Activity: _____ Day(s) of Use: ☐ M ☐ T ☐ W ☐ Th ☐ F ☐ Sa ☐ Su

Event/Activity Access Time: _____ am/pm Start Time: _____ am/pm Vacate Time: _____ am/pm

Attendance Expected: _____ Entry Fee (if any): \$_____ Is the event/activity open to the public? ☐ Yes ☐ No

Will anything be offered for sale? ☐ Yes ☐ No Will there be any paid participants? ☐ Yes ☐ No

How will proceeds be used? _____

Facility Location: ☐ West Hills College Coalinga ☐ West Hills College Lemoore
☐ North District Center, Firebaugh ☐ District Office

Facility/Room Requested:

West Hills College Coalinga:

- ☐ Barbecue Pit
- ☐ Baseball Field
- ☐ Chairs: How many? _____
- ☐ Custodial
- ☐ Dance Studio
- ☐ Dining Hall Seating Area (no kitchen)
- ☐ Everett Hall
- ☐ Food Service/Catering
- ☐ Football Practice Field
- ☐ Large Classroom
- ☐ Large Conference Room
- ☐ Media Staff
- ☐ Portable Stage
- ☐ Public Address System
- ☐ Residence Halls
- ☐ Rodeo Arena
- ☐ Security
- ☐ Small Classroom
- ☐ Small Conference Room
- ☐ Softball Field
- ☐ Tables: How many? _____
- ☐ Tennis Courts
- ☐ Theatre
- ☐ Theatre with Stage and Dressing Rooms
- ☐ Video Conference Room
- ☐ Wellness Center Gymnasium
- ☐ Wellness Center Gymnasium with Locker Rooms
- ☐ Wellness Center Weight Room

West Hills College Lemoore:

- ☐ Aerobics/Weight Room
- ☐ Amphitheatre Area
- ☐ Chairs: How many? _____
- ☐ Custodial
- ☐ Extra Large Conference Room
- ☐ Food Service/Catering
- ☐ Large Classroom
- ☐ Large Conference Room
- ☐ Media Staff
- ☐ Multi Use Sports Complex Concession Stand
- ☐ Multi Use Sports Complex Lobby (only)
- ☐ Multi Use Sports Complex Gymnasium
- ☐ Multi Use Sports Complex Gymnasium with Locker Rooms
- ☐ Public Address System
- ☐ Security
- ☐ Small Classroom
- ☐ Small Conference Room
- ☐ Soccer Field
- ☐ Student Union
- ☐ Tables: How many? _____
- ☐ Video Conference Room

North District Center, Firebaugh

- ☐ Small Classroom
 - ☐ Video Conference Room
- District Office
- ☐ Board Room
 - ☐ Video Conference Room

Special arrangement or setup requirements (attach description if necessary): _____

CANCELLATIONS require 72 hour notification. All expenses incurred by the West Hills Community College District prior to cancellation are non-refundable. Payment of total amount due must be received in the District Business Office five (5) working days prior to use.

<u>FOR DISTRICT USE ONLY</u>		
Deposit Due Date: _____	Deposit Amount Due: \$ _____	Total Amount to be Billed: \$ _____

CERTIFICATE OF INSURANCE: One million dollars (\$1,000,000) minimum liability required. The certificate must identify the West Hills Community College District as additional insured and be accompanied by an endorsement.

<u>FOR DISTRICT USE ONLY</u>	
Date Certificate Received: _____	Name of Insurance Agency: _____

RESPONSIBLE PARTY ENTERING INTO AGREEMENT: *I have read and understand the rules, regulations and policies of the West Hills Community College District and assume responsibility for adherence. I hereby certify that I shall be personally responsible, on behalf of my organization, for any damage sustained by the District premises, furniture, or equipment because of the occupancy of said premises by my organization. I agree to hold the college and the West Hills Community College district, its Governing board, the individual members thereof, and all District officers, agents, and employees free and harmless from any loss, liability, cost, or expense that may arise during, or be caused in any way by, such use or occupancy of District property.*

Responsible Party Signature: _____ Date: _____

<u>FOR DISTRICT USE ONLY</u>	
College President Approval: _____	Approval Date: _____
Deputy Chancellor Approval: _____	Approval Date: _____

RULES AND REGULATIONS GOVERNING THE USE OF DISTRICT PROPERTY

1. All users are expected to observe district/college regulations, policies, and procedures. Statutes in Education Code Sections 82537, 82542, 82544 and 82548 are policy as set forth herein.
2. Use and occupancy of district/college property shall be primarily for the educational programs of the district. Any authorized use or occupancy of the property for other than district/college purposes shall be secondary and subordinate to this primary purpose. Final approval for use of district/college facilities shall not be granted more than three (3) months in advance. The Vice Chancellor of Business Services or College President may deny the use of district/college facilities if the meeting or event is deemed to be an interference with the educational functions of the district/college. The district/college will assume no obligation in the event that a change of day or time is requested once an application has been approved. The district/college reserves the right to cancel, as a result of extenuating circumstances.
3. Any permit may be revoked without previous notice where conflicting days have resulted or where need of the property for district/college purposes has subsequently developed. Permits may be revoked for other causes at any time upon reasonable notice. Permits are not transferable.
4. District/College furniture or apparatus may not be removed or displaced by any permittee without permission from and under the supervision of the district employee in charge. No alterations or physical changes shall be permitted in any buildings or landscape. Decorations must meet fire safety regulations and shall be erected and removed in a manner so as not to disturb or destroy the property.
5. FIRE & SAFETY – At no time shall there be more persons admitted to the auditorium, gymnasium or other assembly room than the legal seating capacity permits. No device which produces flame, sparks, smoke, or explosions, shall be used in the auditorium, gymnasium or other assembly room without the approval of the Fire Chief. Large facilities such as auditoriums and gymnasiums may require ushers to the exits. The applicant shall contact the person in charge ten (10) days before the event to ascertain the number of ushers required, if any.
6. When a facility is used, full details of services and equipment must be furnished in advance. A district/college supervisor will be required. Personnel may be furnished by the district/college, and in some circumstances, district/college personnel will be required. All other personnel used by the organization in staging its event are to be employed and paid by the organization.
7. Smoking is prohibited inside district/college buildings and prohibited within 20 feet of a main exit, entrance, or operable window of all district owned, occupied or leased buildings. No intoxicants or narcotics shall be used, nor profane language, quarreling, or gambling will be permitted. Violations of this policy or any other regulation of this type during occupancy shall be sufficient cause for:
 - Immediate revocation of permit;
 - Immediate suspension of the activity;
 - Removal of all participants from the facility;
 - The denial of further use of district or college premises to the organization.
8. Programs and events presented on district property shall at no time contain matter which tends to cause a breach of the peace, or which constitutes subversive doctrine or seditious utterances, or which agitates for changes in our form of government or social order by violence or unlawful methods. Permits for the use of district facilities at which there will be a discussion of civic and or political problems shall be open to all who desire to attend.
9. Facility use applicant must provide proof of adequate supervision for any event. The Vice Chancellor of Business Services or College President or designee shall judge adequacy. Applicants are also responsible for providing law enforcement officers when required by district/college representative to ensure crowd, parking, and traffic control.
10. If free use of the facilities is granted to the applicant, the event shall be non-exclusive and shall be open to the public.
11. Permits will be granted for use of college and district facilities on Saturdays, Sundays, and holidays, although use of district property on holidays is discouraged and subject to the ability of the district to schedule required personnel.
12. No permits will be issued for longer than one college semester (18 weeks). At the expiration of any permit, a new written application must be made for any renewal.
13. The College President must approve the use of a campus stadium, gymnasium, or auditorium used for fundraising by a community group or special promoter before the Vice Chancellor of Business Services shall approve the use.
14. Should an organization desire to cancel a permit, the Vice Chancellor of Business Services must be notified at least three (3) working days prior to the time for which the permit has been granted. Failure to give this notice will result in the refusal or revocation of permits for future use as well as deposit or payment being non-refundable.
15. Any and all regular college and district organizations, whether operating during day or evening in any district facility, have the right-of-way to use the rooms in such building. No permit will be granted which can in any way interfere with the program of regular college work. Any meeting for which a permit has been granted must give way to the regular college activities.
16. It shall be the duty of the college or district representative in charge to see that there are no violations on the part of any individual or group of these regulations. The college representative shall report to the Vice Chancellor of Business Services all such violations.
17. The lessee agrees to indemnify and hold the West Hills Community College District harmless against all liability, responsibility, damages, loss, cost, and expense of any nature whatsoever, arising out of injury to or the death of any person, or damage to the property of the West Hills Community College District or any other person resulting in whole or in part from the acts of the lessee, his agents or employees or arising out of the lessee's operations.
18. Prior written approval must be obtained from the appropriate administrator before any district/college owned equipment is removed from the campus. Use of district/college equipment, both on and off site, for personal use is prohibited.

EXHIBIT D

West Hills Community College Foundation

PROCEDURE FOR PROCESSING Department of Alcoholic Beverage Control Licenses

1. WHCCD Administrative Procedure 6700 (Facilities Use) states: "No alcoholic beverages intoxicants, controlled substances or tobacco in any forms shall be brought onto the property of the district, with the exception of functions endorsed by or through the West Hills Community College Foundation."
2. Department of Alcoholic Beverage Control License application must be done in the name of the WHCC Foundation and signed by the executive director. It is the responsibility of the event representative to begin the process and gather required signatures. The ABC license application must be received and date stamped by the WHCCF Office **60 days prior to the event.**
3. ABC requires (per SB339 Jan. 1, 2012) a letter confirming that the WHCCD Board of Trustees has approved the event. Please contact Donna Isaac in the WHCCD Chancellor's Office to make arrangements for your item to be placed on the board agenda.
4. START THE PROCESS EARLY. Prior to getting the ABC license, you must complete a WHC facilities request form (found at: http://westhillscollege.com/district/employee_resources/business_services/forms.asp)
5. This form must be signed by the college president and turned in prior to starting the ABC license request with the foundation office.
6. Request the foundation office to order special event insurance coverage. There is a fee that will be charged for this Certificate of Insurance which names WHCCD as an additional insured for the event. The cost of this insurance coverage will be borne by the event budget.
7. Request a check for the ABC license fee. ABC will only accept a money order so the check will need to be made to an individual who will have to purchase the money order.
8. Blank ABC license applications may be obtained from the West Hills Community College Foundation (WHCCF) Office (x2127) or online at: <http://www.abc.ca.gov/FORMS/ABC221-2010.pdf>
4. Event representative must fill out the form and have it signed by the foundation executive director and the property owner (WHCCD vice chancellor of business services).
9. Event representative must hand carry the completed application to his/her local law enforcement office and have it signed in the designated area. (This is required on all events).
5. Once the form is complete, return to the WHCCF Office so the form can be submitted to ABC for processing (along with the money order for the fee). When the ABC license is received, an original will be returned to the event coordinator for display at the event. The original must be returned to the foundation office after the event.

6. A copy of the foundation's Annual Registration Renewal Fee Report filed with the Attorney General of California must be attached to the ABC license application.
7. WHCCF reserves the right to accept and process all ABC license applications on a case by case basis.

Types of events which will be considered for WHCCF sponsored ABC license:

1. Combination WHCCF/District and/or WHCCF/College sponsored event(s), which are to entertain external guests for the purpose of WHCCF fund-raising/friend-raising.

Types of events which will NOT be considered for WHCCF sponsored ABC license:

1. Any event that is for internal/primarily internal constituents, which is not primarily for fund-raising purposes whether sponsored in combination by WHCCF/District and/or WHCCF/College or solely by a College/Campus/Clubs, etc.ⁱ

Outside non-profit organizations seeking to hold fund raising events at the colleges are required to request foundation co-sponsorship or endorsement and:

1. Complete a facilities use request form.
2. Order a Certificate of Insurance naming WHCCD and the WHCC Foundation as additionally insured party.
3. Request that the foundation order an ABC license.

ⁱ Feb. 1, 2012

Reviewed at: Chancellor's Executive Cabinet (date to be determined)

RULES AND REGULATIONS GOVERNING THE USE OF DISTRICT PROPERTY

1. All users are expected to observe district/college regulations, policies, and procedures. Statutes in Education Code Sections 82537, 82542, 82544 and 82548 are policy as set forth herein.
2. Use and occupancy of district/college property shall be primarily for the educational programs of the district. Any authorized use or occupancy of the property for other than district/college purposes shall be secondary and subordinate to this primary purpose. Final approval for use of district/college facilities shall not be granted more than three (3) months in advance. The Vice Chancellor of Business Services or College President may deny the use of district/college facilities if the meeting or event is deemed to be an interference with the educational functions of the district/college. The district/college will assume no obligation in the event that a change of day or time is requested once an application has been approved. The district/college reserves the right to cancel, as a result of extenuating circumstances.
3. Any permit may be revoked without previous notice where conflicting days have resulted or where need of the property for district/college purposes has subsequently developed. Permits may be revoked for other causes at any time upon reasonable notice. Permits are not transferable.
4. District/College furniture or apparatus may not be removed or displaced by any permittee without permission from and under the supervision of the district employee in charge. No alterations or physical changes shall be permitted in any buildings or landscape. Decorations must meet fire safety regulations and shall be erected and removed in a manner so as not to disturb or destroy the property.
5. FIRE & SAFETY – At no time shall there be more persons admitted to the auditorium, gymnasium or other assembly room than the legal seating capacity permits. No device which produces flame, sparks, smoke, or explosions, shall be used in the auditorium, gymnasium or other assembly room without the approval of the Fire Chief. Large facilities such as auditoriums and gymnasiums may require ushers to the exits. The applicant shall contact the person in charge ten (10) days before the event to ascertain the number of ushers required, if any.
6. When a facility is used, full details of services and equipment must be furnished in advance. A district/college supervisor will be required. Personnel may be furnished by the district/college, and in some circumstances, district/college personnel will be required. All other personnel used by the organization in staging its event are to be employed and paid by the organization.
7. Smoking is prohibited inside district/college buildings and prohibited within 20 feet of a main exit, entrance, or operable window of all district owned, occupied or leased buildings. No intoxicants or narcotics shall be used, nor profane language, quarreling, or gambling will be permitted. Violations of this policy or any other regulation of this type during occupancy shall be sufficient cause for:
 - Immediate revocation of permit;
 - Immediate suspension of the activity;
 - Removal of all participants from the facility;
 - The denial of further use of district or college premises to the organization.
8. Programs and events presented on district property shall at no time contain matter which tends to cause a breach of the peace, or which constitutes subversive doctrine or seditious utterances, or which agitates for changes in our form of government or social order by violence or unlawful methods. Permits for the use of district facilities at which there will be a discussion of civic and or political problems shall be open to all who desire to attend.
9. Facility use applicant must provide proof of adequate supervision for any event. The Vice Chancellor of Business Services or College President or designee shall judge adequacy. Applicants are also responsible for providing law enforcement officers when required by district/college representative to ensure crowd, parking, and traffic control.
10. If free use of the facilities is granted to the applicant, the event shall be non-exclusive and shall be open to the public.
11. Permits will be granted for use of college and district facilities on Saturdays, Sundays, and holidays, although use of district property on holidays is discouraged and subject to the ability of the district to schedule required personnel.
12. No permits will be issued for longer than one college semester (18 weeks). At the expiration of any permit, a new written application must be made for any renewal.
13. The College President must approve the use of a campus stadium, gymnasium, or auditorium used for fundraising by a community group or special promoter before the Vice Chancellor of Business Services shall approve the use.
14. Should an organization desire to cancel a permit, the Vice Chancellor of Business Services must be notified at least three (3) working days prior to the time for which the permit has been granted. Failure to give this notice will result in the refusal or revocation of permits for future use as well as deposit or payment being non-refundable.
15. Any and all regular college and district organizations, whether operating during day or evening in any district facility, have the right-of-way to use the rooms in such building. No permit will be granted which can in any way interfere with the program of regular college work. Any meeting for which a permit has been granted must give way to the regular college activities.
16. It shall be the duty of the college or district representative in charge to see that there are no violations on the part of any individual or group of these regulations. The college representative shall report to the Vice Chancellor of Business Services all such violations.
17. The lessee agrees to indemnify and hold the West Hills Community College District harmless against all liability, responsibility, damages, loss, cost, and expense of any nature whatsoever, arising out of injury to or the death of any person, or damage to the property of the West Hills Community College District or any other person resulting in whole or in part from the acts of the lessee, his agents or employees or arising out of the lessee's operations.
18. Prior written approval must be obtained from the appropriate administrator before any district/college owned equipment is removed from the campus. Use of district/college equipment, both on and off site, for personal use is prohibited.

DAILY LICENSE APPLICATION/AUTHORIZATION - Non Transferable

Instructions: Complete all items. Submit to local ABC District Office with required fee (Cashier's Check or Money Order) payable to ABC. Once license is issued, fee cannot be refunded. For a listing of ABC District Offices please visit <http://www.abc.ca.gov/distmap.html>

Pursuant to the authority granted by the organization named below, the undersigned hereby applies for the license(s) described below.

LICENSE NUMBER	GEO CODE
RECEIPT NUMBER	
FEE	
\$	

1. ORGANIZATION'S NAME		CONDITIONS REQUIRED <input type="checkbox"/> Yes <input type="checkbox"/> No		DIAGRAM REQUIRED <input type="checkbox"/> Yes <input type="checkbox"/> No	
2. LICENSE TYPE (Check appropriate license type AND organization type)					
a. <input type="checkbox"/> Daily General (\$25.00) (Includes beer, wine and distilled spirits)					
<input type="checkbox"/> Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure		<input type="checkbox"/> Fraternal Organization in Existence Over Five Years with Regular Membership			
<input type="checkbox"/> Organization Formed for Specific Charitable or Civic Purpose		<input type="checkbox"/> Religious Organization			
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Vessel per Section 24045.10 B&P (\$50.00)			
		NUMBER OF DISPENSING POINTS			
b. <input type="checkbox"/> Special Daily Beer (\$25.00) <input type="checkbox"/> Special Daily Beer & Wine (\$50.00) <input type="checkbox"/> Special Daily Wine (\$25.00)					
<input type="checkbox"/> Charitable <input type="checkbox"/> Fraternal <input type="checkbox"/> Social <input type="checkbox"/> Political <input type="checkbox"/> Other: _____					
<input type="checkbox"/> Civic <input type="checkbox"/> Religious <input type="checkbox"/> Cultural <input type="checkbox"/> Amateur Sports Organization		NUMBER OF DISPENSING POINTS			
c. <input type="checkbox"/> Special Temporary License (\$100.00) (Different privileges depending on statute)					
<input type="checkbox"/> Television Station per Section 24045.2 or 24045.9 B&P		<input type="checkbox"/> Person conducting Estate Wine Sale per Section 24045.8 B&P			
<input type="checkbox"/> Nonprofit Corporation per Sections 24045.4 and 24045.6 B&P		<input type="checkbox"/> Women's Educational and Charitable Organization per Section 24045.3 B&P			
<input type="checkbox"/> Other Special Temporary Licenses, per Section _____					
License number _____		Amount \$ _____			
3. EVENT TYPE					
<input type="checkbox"/> Dinner <input type="checkbox"/> Dance <input type="checkbox"/> Wedding <input type="checkbox"/> Lunch <input type="checkbox"/> Picnic <input type="checkbox"/> Barbeque <input type="checkbox"/> Social Gathering <input type="checkbox"/> Festival					
<input type="checkbox"/> Sports Event <input type="checkbox"/> Concert <input type="checkbox"/> Birthday <input type="checkbox"/> Mixer <input type="checkbox"/> Carnival <input type="checkbox"/> Dinner Dance <input type="checkbox"/> Other: _____					
4. TOTAL # OF DAYS		5. ESTIMATED ATTENDANCE		6. HOURS OF ALCOHOLIC BEVERAGE SALES, SERVICE AND/OR CONSUMPTION	
				From _____ To _____	
7. EVENT DATE(S)				8. EVENT IS OPEN TO THE PUBLIC <input type="checkbox"/> Yes <input type="checkbox"/> No	
9. EVENT LOCATION (Give facility name, if any, street number and name, and city)					
10. LOCATION IS WITHIN THE CITY LIMITS <input type="checkbox"/> Yes <input type="checkbox"/> No		11. TYPE OF ENTERTAINMENT		12. SECURITY GUARDS <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how many? _____	
13. AUTHORIZED REPRESENTATIVE'S NAME				14. REPRESENTATIVE'S TELEPHONE NUMBER	
15. REPRESENTATIVE'S ADDRESS					
16. ORGANIZATION'S MAILING ADDRESS (If different from #15 above)					
17. AUTHORIZED REPRESENTATIVE'S SIGNATURE				18. DATE SIGNED	
PROPERTY OWNER APPROVAL BY (Name), REQUIRED		PHONE NUMBER		PROPERTY OWNER SIGNATURE	
				DATE SIGNED	
LAW ENFORCEMENT APPROVAL BY (Name), IF APPLICABLE		PHONE NUMBER		LAW ENFORCEMENT SIGNATURE	
				DATE SIGNED	
DISTRICT OFFICE APPROVAL BY (Name)				ABC EMPLOYEE SIGNATURE	
				ISSUANCE DATE	

The above-named organization is hereby licensed, pursuant to the California Business and Professions Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the above named location for the period authorized above. This license does not include off-sale ("to-go") privileges.

This license may be revoked summarily by the Department if, in the opinion of the Department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.