

**COOPERATIVE AGREEMENT BETWEEN
THE CITY OF ESCALON AND THE CITY OF STOCKTON FOR
REPAIRS TO THE ESCALON LIBRARY**

This Agreement (“Agreement”) is made by and between the City of Stockton (“Stockton”) a municipal corporation of the State of California and the City of Escalon (“Escalon”), a municipal corporation of the State of California. The Agreement is made and entered into on _____ and is effective according to the terms of the Agreement below. Stockton and Escalon may be referred to collectively as “Parties” or in the singular as “Party” as the context requires.

WHEREAS, on February 8, 2011, Stockton and the County of San Joaquin (“County”) entered an Agreement for library services, the agreement attached hereto as Exhibit “A”; and

WHEREAS, Stockton, on behalf of the County, agrees to operate branch libraries, including the Escalon library, with the means at its disposal; and

WHEREAS, Escalon is the owner of the Escalon Library building located at 1540 Second Street, Escalon, CA 95320; and

WHEREAS, the Escalon Library requires repairs as described and set forth in more detail in the Scope of Work in Exhibit “B” to this Agreement; and

WHEREAS, on June 19, 2024, the County awarded Stockton Three Hundred and Four Thousand Four Hundred Twenty Seven dollars (\$304,427) for the repairs of the Escalon Library; and

WHEREAS, the purpose of this Agreement outlines the terms and conditions under which Stockton will allocate these funds to Escalon to conduct repairs on the Escalon Library (“Project”); and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, and agreements herein contained, the Parties hereby agree as follows:

1. Term. This Agreement shall be effective as of the date first set forth above, and shall continue in effect until the all items of Exhibit B have been completed or two years, whichever is earlier, unless otherwise terminated as specified in this Agreement.
2. Agreement to Cooperate. The Parties acknowledge that they are entering into an agreement in which the cooperation of all of the Parties will be required, and may include the execution of necessary further documents. The Parties agree to cooperate in good faith with each other and review and submit timely documents for the benefit of the timely and cost-effective completion of the project.
3. Obligations of Escalon. If consistent with all applicable local, state, and federal laws and regulations, Escalon agrees as follows:

1. Escalon agrees to perform (or shall cause a third-party consultant to perform on Escalon's behalf) the work described in Exhibit B. This includes the formal solicitation of the repair work.
 2. Escalon shall consult with the City pertaining to the construction schedule. Escalon shall notify the City at least thirty (30) days prior if any impacts would require the Escalon Library to be closed during construction.
 3. Escalon shall provide a detailed report of the use of funds on or before March 1, 2025, with subsequent monthly updates through completion of the repairs.
 4. If the repairs cannot be completed for any reason, Escalon shall notify Stockton in writing. The parties shall then discuss appropriate next steps, including, but not limited to, the allocation and reporting of any remaining funds.
 5. If the repairs are completed for a cost under \$304,427, Escalon shall reimburse Stockton for the difference. Stockton will report the return of these funds to the County.
 6. If the required repairs may exceed the allotted \$304,427, the parties shall then discuss appropriate next steps, including, but not limited to seeking additional funding from San Joaquin County.
4. Obligations of Stockton
1. Stockton agrees to appropriate a one-time payment to Escalon for one hundred percent (100%) of the \$304,427 award.
5. Amendment. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. A written amendment executed by both parties may extend the term up to one (1) additional year.
6. Entire Agreement. This Agreement sets forth the entire agreement between the parties regarding the repairs at the Escalon Library. To the extent that any terms or provisions of this Agreement are inconsistent with the terms or provisions set forth in any existing agreement related to the repairs at Escalon Library, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.
7. Mutual Indemnification. Each Party agrees to defend and hold harmless the other Party and their respective officers, directors, agents, employees, servants, and volunteers from any and all liability, judgments, expenses, including defense costs and legal fees, and claims for damages of any nature whatsoever, arising from or connected with the Parties' activities under this Agreement. Notwithstanding the foregoing, neither party shall be liable for indemnification under this clause for Claims arising from the sole negligence or willful misconduct of the other party or its indemnitees.

8. Notice. All notices, requests, demands, or other communications required or permitted under this Agreement shall be addressed as follows:

City of Stockton
425 N. El Dorado Street
Stockton, CA 95202
Attn: _____

City of Escalon
2060 McHenry Ave
Escalon, CA 95320
Attn: _____

9. Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, or partnership or joint venture, or any association between the Parties, and none of the provisions contained in this Agreement or any act of the Parties shall be deemed to create any relationship other than as specified herein, nor shall this Agreement be construed, except as expressly provided herein, to authorize either Party to act as the agent for the other.

10. Controlling Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be set in San Joaquin County.

11. Authroity to Execute. Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each Party represents and warrants to the other(s) that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized.

12. Force Majeure. The failure of performance by either Party (except for payment obligations) hereunder shall not be deemed to be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, railroad, or suppliers; acts of the other Party; acts or failure to act of any other public or governmental agency or entity (other than that acts or failure to act of the Parties); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform or relief from default. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause. Times of performance under this Cooperative Agreement may also be extended in writing by mutual agreement between the Parties.

13. Assignment of Agreement. Neither Party may assign or transfer its respective rights or obligations under this Cooperative Agreement without the express written consent of the other Party. Any purported assignment or transfer by one Party without the express written consent of the other Party shall be null and void and of no force or effect.

14. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

15. Termination: Either Escalon or Stockton can terminate this Agreement with sixty (60) days' written notice, with or without cause.

16. Warranties. In no event shall either Party be responsible or liable for the quality, suitability, operability or condition of any design or construction by the Project consultants or the Contractor, as applicable, and Escalon expressly disclaims any and all express or implied representations or warranties with respect thereto, including any warranties of suitability or fitness for use.

17. Counterparts. This Cooperative Agreement may be signed in counterparts, each of which shall constitute an original.

18. Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Cooperative Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

19. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Cooperative Agreement as though fully set forth herein.

20. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understanding

//

//

//

//

//

//

//

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date set forth herein.

CITY OF ESCALON

CITY OF STOCKTON

By: _____
Jaylen French
Interim City Manager

By: _____
Harry Black
City Manager

ATTEST:

ATTEST:

By: _____
[Name]
[Title]

By: _____
Katherine Roland
Interim City Clerk

APPROVED AS TO FORM:

By: _____
Frank Splendorio
City Attorney

By: _____
LORI M. ASUNCION
CITY ATTORNEY

EXHIBIT A**AGREEMENT BETWEEN CITY OF STOCKTON AND COUNTY OF SAN JOAQUIN****COPY**

AGREEMENT FOR LIBRARY SERVICES

A-11-62

THIS AGREEMENT is made and entered into this 9th day of February, 2011, by and between the City of Stockton, a California Municipal Corporation, hereinafter designated "CITY," and County of San Joaquin, a political subdivision of the State of California, hereinafter designated "COUNTY."

RECITALS

WHEREAS, the parties hereto desire to contract for the furnishing to all inhabitants of COUNTY, including residents of the cities therein, a uniform countywide free library service (hereinafter "County Free Library") as provided by Chapters 5 and 6 of Title 1, Division 1, Part 11, of the Education Code of the State of California, Sections 18900-19180, inclusive; and

WHEREAS, the parties believe that such services can be efficiently provided by utilizing existing facilities of COUNTY and CITY, together with the use of existing branch facilities outside of the contract city areas without the creation of county-operated duplicate establishments;

NOW, THEREFORE, for and in consideration of the promises and of the mutual covenants contained herein:

1. CITY agrees to operate branch libraries in the various parts of the County of San Joaquin wherever feasible with the means at its disposal, in order to supply the residents of the County of San Joaquin, in the territory within the County outside the corporate limits of the City of Stockton and the City of Lodi (hereinafter "County Residents"), all library services and privileges offered to residents of CITY on the same terms and conditions and to the extent that the funds available will permit.

2. COUNTY agrees to pay each month into the library fund of CITY, one-twelfth (1/12) of its proportionate share of the library operating budget, with payments to begin on July 31 of the fiscal year. COUNTY and CITY shall each equally share the cost of all compensation, including salary and benefits, paid to the City Director responsible for

oversight of the Library for the reasonable time spent by the City Director performing any duties associated with the Library.

3. It is expressly understood and agreed by CITY and COUNTY that the following procedures shall be utilized for determining and establishing the County Free Library annual operating budget and branch operations services schedules:

(a) In April or earlier of each year COUNTY shall notify CITY of monies available from COUNTY for library services for the next fiscal year. This figure shall comprise COUNTY'S proportionate share of the County Free Library operations budget.

(b) In May or earlier of each year CITY shall submit to COUNTY its proposed County Free Library operations budget with a detailed description of the services available to COUNTY branch operations based upon available funding. The allocation of funding to each COUNTY branch library will be developed jointly by the City Manager or designee responsible for oversight of the Library and the County Administrator or his designee.

(c) In April or earlier of each year CITY shall provide COUNTY a per branch breakdown of the revenue projected for each CITY and COUNTY branch, the proposed operations costs and expenditures projected for each CITY and COUNTY branch, and the projected costs and expenditures allocated to administrative overhead or indirect costs for each CITY and COUNTY branch (hereinafter "Projected Financials"). "Administrative Overhead" and "Indirect Costs" shall be jointly defined and adopted by the City Director responsible for oversight of the Library and the County Administrator or his designee, and shall be specifically set forth in the CITY'S Projected Financials.

(d) CITY'S proposed library operations budget, branch operations services schedules and Projected Financials shall be reviewed in standard manner by the County Administrator's Office, which shall make its recommendations to the County Board of Supervisors.

(e) The proposed library operations budget, branch operations services schedules, and Projected Financials shall be finally fixed and adopted by the Board of Supervisors and the Stockton City Council prior to the start of the ensuing fiscal year, shall

be considered a part of this Agreement as if set forth in full herein and, except as otherwise provided herein, shall be binding on the parties hereto.

4. Should either COUNTY or CITY fail to fund its share of the library operating budget for the fiscal year, all outlets funded by that party shall receive budget reductions proportionate to the share of that party's funding for each outlet and to the total percentage shortfall.

5. Any surplus funding to the library operating budget (hereinafter "Fund Balance") shall be specifically accounted for and demonstrated as either CITY or COUNTY property. Any monies designated as COUNTY Fund Balance shall only be used upon the express permission of COUNTY Administrator or his designee.

6. Upon recommendation of the City Manager or designee responsible for oversight of the Library and the County Administrator or his designee, COUNTY branch hours of operation shall be effective upon approval by CITY Council and COUNTY Board of Supervisors at the beginning of each fiscal year. Should CITY seek to reduce or modify in any manner the service hours that it has agreed to provide any COUNTY branch library, it must first obtain the express approval of the COUNTY Board of Supervisors.

7. COUNTY shall have the right, at any reasonable time during normal business hours, to access, examine and make copies of the books, documents, papers and records maintained by either party with respect to the services provided under this agreement. Reasonable notice shall mean not less than ten (10) business days' advance notice.

8. CITY shall provide COUNTY quarterly Financial Reports (hereinafter "Quarterly Financial Reports") for each of the CITY and COUNTY branches and the Bookmobile sixty (60) days after the end of the quarter, beginning with the first quarter of 2011. (CITY shall provide the Quarterly Financial Reports in the format set forth at "Exhibit A" to this Agreement.) The Quarterly Financial Reports shall specifically set forth the expenses for services and materials for each CITY and COUNTY branch and the Bookmobile by accounting line item. Each Quarterly Financial Report shall include an accounting of the administrative overhead or indirect costs (as defined in the Projected Financials) actually allocated to each branch and the Bookmobile; and the administrative

overhead and indirect costs (as defined in the Projected Financials) shall be separately accounted for with the actual percentage charge to each jurisdiction for each item specifically set forth.

9. Annually CITY shall provide COUNTY with the CITY'S Comprehensive Annual Financial Report upon completion. On or before December 31 of each year, CITY shall make a report to the County Board of Supervisors concerning the operational status of the Stockton-San Joaquin County Public Library and shall furnish COUNTY with an Annual Financial Report for the prior fiscal year. The first Annual Financial Report shall be for the fiscal year ending June 30, 2012.

(a) The Annual Financial Report shall set forth, without limitation, the actual revenue generated, direct operating costs and expenditures (whether incurred by a specific branch, or allocated to the System as a whole), direct administrative overhead, and indirect costs allocated to each CITY and COUNTY branch, and the Bookmobile in the format set forth in Exhibit A.

(b) The Financial Report shall also include a detailed inventory and accounting of any print, electronic or other resource(s) purchased for or on behalf of each COUNTY branch during the preceding fiscal year.

10. CITY shall, on a quarterly basis, provide COUNTY comprehensive usage statistics for each CITY and COUNTY branch, including service levels for those programs administered outside of actual branch hours of operation. (CITY shall provide the usage statistics in the format set forth at "Exhibit B" to this Agreement.)

11. CITY shall provide COUNTY quarterly reports itemizing all books and materials purchased for the library system. The reports shall set forth the prices paid for the books and materials purchased, and shall specifically identify the CITY or COUNTY branch that has or will assume possession of the books and materials acquired.

12. COUNTY may retain an external auditing firm to conduct a comprehensive audit of CITY's financial and compliance records maintained in connection with the operations and services performed under this agreement. Such audit shall be conducted at COUNTY's sole expense not more than once per fiscal year. CITY agrees to provide the

auditor(s) with reasonable access to CITY's employees and to make all such financial, performance and compliance records available to the auditor(s).

13. CITY has sole discretion to determine those materials to be withdrawn from the Library collection. In June or earlier of each year, CITY shall provide COUNTY a comprehensive itemized schedule of books, materials, computer equipment and operational software/systems it has designated for removal from the library collection.

14. It is expressly understood and agreed by and between the parties hereto that all books, newspaper files and other library materials purchased prior to July 1, 2011 and listed in the inventory of CITY branches, are the property of CITY. All books and library materials purchased prior to July 1, 2011 and listed in the inventory of the County branches are the property of COUNTY. From July 1, 2011 for the life of this Agreement, materials budgets for the COUNTY and for the CITY shall be maintained separate from one another. Funds provided by either jurisdiction shall be restricted solely for the purchase of materials for branch libraries within that jurisdiction.

15. It is expressly understood and agreed by and between the parties hereto that CITY owns any/all computer equipment and operational software/systems, purchased with CITY funds involved in the necessary daily operation of the Library, both in CITY and COUNTY branches. COUNTY shall be provided access to the services offered by automation through this Agreement. Computer equipment purchased with COUNTY funds shall be the property of COUNTY.

16. This Agreement shall automatically renew on July 1 of each year for a one year term. Either party has the right to terminate this Agreement upon six (6) months prior written notice, with effective termination date at the end of the six (6) month notice period.

17. It is further agreed between the parties hereto that any and all fines collected by the libraries, regardless of location, shall be shared proportionally by CITY and COUNTY in the same percentage as library circulation. COUNTY's share of fines collected during each fiscal year shall be paid to COUNTY on or before December 31, following the end of each fiscal year and shall become the property of COUNTY.

18. Title 1, Chapter 1.5, Part 11, Sections 18010-18031 of the Education Code

provides for a "foundation program" for support of public libraries in California. Under this program, local revenues would pay for 90% of the program and State revenues would pay for the remaining 10%. If in any fiscal year local revenues total less than 90% of the foundation program, the State allocation for that fiscal year shall be reduced proportionately. In order for a public library to receive State funds under this act, the total amount of local revenues appropriated for public library service shall be equal to at least the total amount of local revenues appropriated for the public library in the previous fiscal year (Education Code section 18025[d]). If both jurisdictions meet the requirements for local appropriations, the resulting State funds shall be divided based upon prior year circulation and shall be used to fund library services for the jurisdiction earning them. Should funding for CITY or COUNTY fail to meet local per capita appropriation requirements, that jurisdiction's receipt of State funding shall be reduced proportionately.

19. CITY shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees, from any claim, expense, liability, or payment for any injury or damage to any person or property to the extent caused by CITY's willful misconduct or negligent performance of its duties pursuant to this Agreement. COUNTY shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees, from any claim, expense, liability, or payment for any injury or damage to any person or property at the Thornton Branch Library or at any other COUNTY owned library facility to the extent caused by COUNTY's willful misconduct or negligent performance of its duties pursuant to this Agreement.

20. CITY is self-insured for General Liability/Automobile Liability, including bodily injury, property damage, and worker's compensation, in excess of one million dollars (\$1,000,000.00). Above its self-insured retention, City of Stockton is a member of California Joint Powers Risk Management Authority. CITY shall provide thirty (30) days written notice to COUNTY prior to canceling or changing the terms of such coverage.

21. In conjunction with the matters stated herein, this Agreement contains the entire understanding of the parties and there have been no promises, representations,

agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives its right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by oral agreements, course of conduct, waiver or estoppel.

22. The parties hereto acknowledge and agree that the terms of this Agreement are contractual, and agree that the Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any legal action relating to this Agreement shall be brought in the County of San Joaquin, State of California.

23. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

24. The parties hereby renounce the existence of any third party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status.

25. Any notice, tender, delivery, or requests for payment to be given to any party herein in connection with this Contract may be effected by personal delivery, in writing or by mail, and shall be deemed communicated as of the date of actual receipt. Mailed notices shall be addressed as set forth below:

To CITY: City Manager
 City of Stockton
 425 N. El Dorado Street
 Stockton, CA 95202

To COUNTY: County Administrator
 County of San Joaquin
 44 N. San Joaquin Street, Suite 640
 Stockton, CA 95202

26. Failure to insist upon strict compliance with any terms, covenants or conditions of the Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.


27. The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by COUNTY.

COUNTY OF SAN JOAQUIN

CITY OF STOCKTON


FRANK L. RUHSTALLER, Chairman
Board of Supervisors


BOB DEIS
City Manager

"COUNTY"

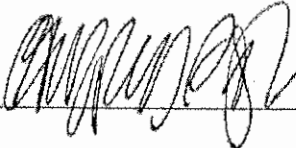
"CITY"

ATTEST: LOIS M. SAHYOUN
Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

ATTEST: KATHERINE MEISSNER
City Clerk

By: 



By: 



APPROVED AS TO FORM

APPROVED AS TO FORM

By: 
DAVID E. WOOTEN
County Counsel

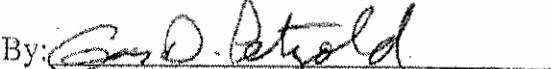
By: 
JOHN M. LUERBERKE
City Attorney

EXHIBIT B
SCOPE OF WORK



City Of Escalon
Escalon Branch Library
1540 2nd St
Escalon CA



April 29th 2024

City of Escalon
Justin Collins, Director of Facilities
2060 McHenry Ave.
Escalon, CA 95320

Re: City of Escolon Library

MBTechnology was invited to conduct a comprehensive roof assessment on April 25, 2024 for the Library Building at the above location. The results of the assessments are included in the following report.

All recommendation and repairs are from the guideline National Roofing Contractor Association (NRCA), Western States Roofing Contractor Association (WSRCA) and Spray Polyurethane Foam Alliance (SPFA).

MBTechnology recommends the removal of the metal roof and replacement.

1. Remove existing metal roof and underlayment to substrate
2. install new high-temp underlayment for metal roof
3. install new standing seam metal panels
4. Clean and prime box gutter
5. install new waterproof gutter sealant such as polyurethan or equivalent that is impervious to ponding water.

It may be feasible to reuse existing metal panels if the panels are deemed salvageable by the roofing contractor if the city has budgetary concerns.

Respectfully



Ray Fletcher, Technical Representative

P: 800-621 9281 ext. 111

CC: Liz Garcia, CSM



Buildings	Roof type	Repair	Re-roof	Approx. Roofing Square Footage (sq = 100 sq.ft)
Library metal roof	Metal panel	No	Yes	37
Box Gutter system	Built up roofing	yes	no	4
Total				41

Observation:

1. Leaks were reported at the time of inspection
2. Sealant at Flashing and roof to wall areas are inadequate. Some oxidization is present in the metal roof and box gutter system.
3. loose nails and fasteners present

Cost Estimate for a installation of metal roof with high temp underlayment				
	4/29/2024	Cost to Contractor	Unit	Cost \$/100 square feet
Deck				
underlayment high temp	\$	250.00	square	250.00
metal roof panels	\$	900.00	square	900.00
			250	-
coating flat area with water proof coating	\$		square	-
			square	-
20 Year Charge for Warranty			\$/ 100 square feet	-
Miscellaneous items : Mastic, edge metal, asphalt primer, caulking	\$	44.00	square	44.00
TOTAL MATERIAL COST (EXCLUDING LABOR TO CONTRACTOR)				\$ 1,194.00
Allowance for Price increase		5.00%		1,253.70
Grand Total of All Material Cost includes Markup		20.00%		\$ 1,567.13

Material Cost

4/29/2024 4:05 PM

Labor	Labor to Tear off roof		\$ 600.00	\$ 600.00	600.00
	Labor to Apply Roofing System including underlayment		\$ 1,900.00	\$ 1,900.00	1,900.00
	Total Labor Cost			\$ 2,500.00	2,500.00
	TOTAL INSTALLED COST \$/100 square foot. (Includes labor, material & all items per specification) MBCare, Insulation				
	TOTAL INSTALLED COST \$/100 square foot. (Includes labor, material & all items per specification) MBCare, Insulation				
The measurement is for internal use and budget preparation only. It should not be given to bidders. Contractors need to make their own measurement.					
	Owner	Warranty Includes:			
	City of Escalon	Square Feet			
Flat Roof	Library Bldg.		3,700	\$150,484	
	flat mettle gutter rehab with pondproof coating		400	\$16,269	
	GRAND TOTAL			\$166,752	