CONTRA COSTA COUNTY LIBRARY COMMISSION
AGENDA ATTACHMENT 6

MEETING DATE: Thursday, May 27, 2010

AGENDA ITEM #: 12 B

ITEM: DRAFT LIBRARY OPERATING AGREEMENT

RECOMMENDED ACTION:

- Commissioners will review and discuss the draft Library Operating Agreement.
LIBRARY LEASE

and

SERVICE AGREEMENT

Between

COUNTY OF CONTRA COSTA

and

THE CITY/TOWN OF ____________

Date

DRAFT
LIBRARY LEASE AND SERVICE AGREEMENT

BETWEEN

COUNTY OF CONTRA COSTA AND THE CITY/TOWN OF ________

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EXHIBITS

Exhibit A. Legal Description of Property
Exhibit B. Library Floor Plan
Exhibit C. Form of Lease Supplement
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LIBRARY LEASE
And
SERVICE AGREEMENT

This lease and service agreement ("Lease") is dated _______________ (the "Effective Date"), and is between the City/Town of _______________, California, a municipal corporation (the "City/Town"), and the County of Contra Costa, a political subdivision of the State of California (the "County").

Recitals

A. The City/Town owns that certain property located at _______________ [insert address] in _______________, California, more particularly described in Exhibit A - Legal Description of Property (the "Property").

B. The Property has been improved with a building (the "Building"), a parking lot, and landscaping.

C. County and City/Town agree that Library services are an integral and important service to the community. To that end, County and City/Town desire to work cooperatively to provide Library Services to the _______________ [name of City/Town] community under terms and conditions that are mutually beneficial.

D. That portion of the Building that is used to provide Library Services, as defined below, is shown on the floor plan to the Building that is attached as Exhibit B - Library Floor Plan (the "Library" or the "Premises").

E. To permit the County to operate the Library as a public library, the City/Town desires to lease the Library to the County and the County desires to lease the Library from the City/Town on the terms set forth herein.

The parties therefore agree as follows:

AGREEMENT

1. DEFINITIONS. The following terms have the following meanings:

"Actual Hours" means the number of hours of Library Services that the City/Town elects to obtain from the County at the Library each week in a Fiscal Year. The City/Town is responsible for the cost of Actual Hours that are in excess of the Base Hours.

"Base Hours" means the number of hours of Library Services that the County will provide in a Fiscal Year to all County-operated libraries, with the exception of those libraries located in Crockett, Rodeo, and Bay Point. The County is responsible for the cost of providing Library Services for Base Hours.
“Community Library Manager” means the person designated as the on-site manager by the Librarian.

“Fiscal Year” means a twelve-month period beginning July 1.

“Lease Supplement” means a supplement to this Lease in substantially the form of Exhibit C – Form of Lease Supplement.

“Librarian” means the person designated by the County as the County Librarian.

“Library Services” includes lending books and other media to the public, offering programs to the public, and providing collection management and technical services in the course of operating a library. Except as otherwise provided herein, Library Services does not include maintenance of the Building.

“Meeting Rooms” are rooms in the Library that are used for meetings and/or events. The location of Meeting Rooms is shown on Exhibit B. Meeting Rooms may be used for library and other City/Town business and may be reserved by community groups in accordance with City/Town guidelines.

2. LEASE OF LIBRARY. The City/Town hereby leases to the County and the County hereby leases from the City/Town, the Library.

3. CONSIDERATION. In exchange for the use of the Library, the County shall perform Library Services and related activities at the Library during the Term of this Lease. No rent is due or payable from the County to the City/Town during the Term of this Lease.

4. TERM. The “Initial Term” of this Lease begins on July 1, 20__ and ends June 30, 20__.

A. Automatic Renewal. The Lease will automatically renew on a yearly basis unless written notice is given by either party of their intent to terminate the Lease at least one year in advance in accordance with Section 4.B. Termination below. Each annual renewal period is a “Renewal Term.” Each Renewal Term will automatically commence on the day following the last day of the prior Term. Upon commencement of a Renewal Term, all references to the Term of this Lease will be deemed to mean the Initial Term and each Renewal Term.

B. Termination. Either party may terminate this Lease at any time by giving the other party written notice at least one year prior to the end of the proposed termination date. In the event of termination, the County shall leave the Premises and all City/Town Materials, as defined in Section 10.B below, in good working order, and shall remove only County Materials, as defined in Section 10.A below.
5. USE.

A. Prior Possession. Commencing ___________, the County has the right to prepare the Library for the County's occupancy, including delivery and storage of property owned by the County at the Library and the installation of any communication and data lines and equipment, provided such measures can be effected without unduly interfering with the City's/Town's completion of any improvements to the Library. The County must coordinate the installation of communication lines and equipment with the City/Town and must obtain the City/Town's prior approval of the timing of the installation of the communication lines and equipment.

B. County's Use of Library. The County may use the Library for the purpose of providing Library Services for the public and related activities.

C. City's/Town's Use of Library. The City/Town may use the Library (including Meeting Rooms) outside the Library's normal operating hours, so long as such use does not interfere directly with normal community library functions. The City/Town is entirely responsible for any use of the Library that it schedules and shall hold harmless and indemnify the County, its officers, agents and employees for such use as provided for in Section 12, Indemnification. The City/Town shall establish use guidelines for the use of Meeting Rooms, schedule use of the Meeting Rooms, and collect any fees.

Any use of the Library scheduled by the City/Town is subject to the City/Town's guidelines and the City/Town's rules and regulations. The City/Town may not close the Library during its normal operating hours without the prior written consent of the Librarian.

D. County's Use of Meeting Rooms. City/Town and County Library staff will work cooperatively to schedule use of the Meeting Rooms. Library programs are to be given priority use of Meeting Rooms during library hours of operation. At no time will the County be charged for use of Meeting Rooms.

E. County's Use of Parking Lot. City/Town may designate Library staff parking areas. Alternately, Library staff may park within designated library parking areas subject to the same provisions or restrictions that apply to the general public. [Note: This section will be tailored to the specifics of each lease.]

In connection with a book sale or other library-related activity, the County may reserve all or a portion of the parking lot by submitting an application to the City/Town in accordance with the City's/Town's policies and procedures. The County will not be charged a fee for its use of the parking lot.

6. MAINTENANCE AND REPAIRS. The City/Town shall provide the maintenance and repairs described below in order to keep and maintain the Building in good order, condition and repair. Such maintenance and repair is to be carried out in a manner that is at least consistent with the caliber of maintenance and repairs applied by the City/Town to other City/Town facilities, or as mutually agreed by the City/Town and the County. City/Town responsibilities for maintenance and repair include:
A. Exterior. All exterior building maintenance including but not limited to the roof, landscaping, hardscape, grounds, lighting and parking.

B. Interior. All interior building maintenance including but not limited to mechanical and electrical systems, including gas, electrical, water, plumbing, elevators, voice and data communication systems infrastructure, heating, ventilating, air-conditioning (HVAC) systems, and all interior lighting systems, including the replacement of all fixtures and bulbs.

C. Fixtures and Furnishings. Maintenance and replacement of Building fixtures and furnishings including shelving, lighting, furniture, carpeting, window treatments, and appliances.

D. Custodial services. City/Town shall notify the Community Library Manager prior to selecting a contractor to provide custodial services. Alternately, City/Town may provide such service using City/Town staff.

E. Pest control.

7. CAPITAL IMPROVEMENTS. If the City/Town and County agree that capital improvements to the Building or the Property are necessary (such improvements, “Capital Improvements”), then (i) the City/Town shall provide the Capital Improvements at its sole cost and expense, and (ii) the City/Town shall coordinate the construction schedule with the Librarian.

8. ALTERATIONS; FIXTURES; SIGNS. The County may make any lawful and proper minor alterations to the Library and may attach fixtures and signs in or upon the Property with the City’s/Town’s prior written approval. The County is responsible for the cost of such alterations and attachments. All alterations and attachments must comply with existing code requirements.

9. OPERATIONS: HOURS; COSTS.

A. Initial Period. For the Initial Term (i) the number of Base Hours the County will provide, (ii) the number of Actual Hours during which Library Services will be conducted at the Library, and (iii) the cost to the City/Town of the excess of the Actual Hours over the Base Hours (such cost, the “City/Town’s Obligation”) are set forth in Exhibit C – Form of Lease Supplement.

B. Annual Modifications. For each Renewal Term, the Librarian will provide a Lease Supplement in substantially the form of Exhibit C by March 31 of each year. The Lease Supplement will set forth (i) the number of Base Hours the County will provide in the upcoming Fiscal Year, (ii) the number of Actual Hours during which Library Services will be conducted at the Library in the upcoming Fiscal Year, and (iii) the cost of the City/Town’s Obligation.

Within sixty (60) days of receiving the Lease Supplement, the City/Town may notify the Librarian in writing of its intent to modify the number of Actual Hours at the Library in the
upcoming Fiscal Year. Such modification may be based upon fiscal or other considerations identified by the City/Town. Upon such action, the parties shall use good faith efforts to finalize a revised Lease Supplement for the upcoming Fiscal Year before the July 1 start of that Fiscal Year. If the parties fail to reach an agreement on a revised Lease Supplement before the start of the upcoming Fiscal Year, the Lease Supplement issued by the Librarian for the upcoming Fiscal Year will be effective until the parties agree on a revised Lease Supplement for that Fiscal Year.

C. Invoices: Payment. The County will invoice the City/Town quarterly for the cost of Actual Hours that are in excess of the Base Hours. The City/Town shall pay the County the amount due to the County within thirty (30) days of receipt of the invoice. In no event is the City/Town obligated to pay an amount greater than the amount identified as the City’s/Town’s Obligation in the Lease Supplement in effect for that Fiscal Year.

D. Utilities. The City/Town shall pay for all utilities provided to the Premises, including gas, electricity, voice communication services, water, sewer, garbage, and recycling. The County shall provide and install the data lines for automated library systems for use at the Library; however, the City/Town shall pay the cost of installing and maintaining such data lines, and shall reimburse the County for all installation costs.

E. Technology and Equipment. The County and City/Town agree that provision and maintenance of technological equipment and services are essential in providing a high level of library service. The parties’ operating plan for technology and equipment at the Library is set forth in Exhibit D – Operations Plan.

10. OWNERSHIP OF CONTENTS.

A. County. All books, furnishings, fixtures, equipment, and materials purchased by the County, or foundations, or private or public fundraising efforts on behalf of the County, are owned by the County. Together, these books, materials, furnishings, fixtures, and equipment are the “County Materials.”

B. City/Town. All books, furnishings, fixtures, equipment and materials purchased by the City/Town, or foundations or private or public fundraising efforts on behalf of the City/Town, are owned by the City/Town. Together, these books, materials, furnishings, fixtures, and equipment are the “City/Town Materials.” City/Town Materials will be identified in the County’s Integrated Library System.

From time to time, City/Town and County will jointly determine whether or when City/Town-owned furnishings, fixtures and equipment are in need of repair or replacement. Upon such determination, the City/Town shall repair or replace such items as soon as is practically and fiscally possible.

C. Public Art. The City/Town is responsible for the selection, cost, maintenance, installation, and removal of, and any liability for, all interior and exterior public art to be displayed at the Library.
11. **INSURANCE.**

   **A. Liability Insurance.**

   1. **County.** Throughout the Term, the County shall maintain in full force and effect, at its sole expense, either (i) commercial general liability insurance in commercially reasonable amounts protecting and insuring against claims for bodily injury, death, property damage, and personal injury occurring within or resulting from use of the Property, or (ii) a comprehensive general liability self-insurance program covering bodily injury, death, property damage, and personal injury occurring within or resulting from use of the Property. Any policy of insurance obtained by the County must (i) name the City/Town, its officers, agents, and employees, as additional insureds, (ii) be endorsed to provide that the insurance is primary to and non-contributory to insurance carried by the City/Town with respect to liability imposed on the County under this agreement, and (iii) contain a severability of interest clause.

   2. **City/Town.** Throughout the Term, the City/Town shall maintain in full force and effect, at its sole expense, either (i) commercial general liability insurance in commercially reasonable amounts protecting and insuring against claims for bodily injury, death, property damage, and personal injury occurring within or resulting from use of the Property, or (ii) a comprehensive general liability self-insurance program covering bodily injury, death, property damage, and personal injury occurring within or resulting from use of the Property. Any policy of insurance obtained by the City/Town must (i) name the County, its officers, agents, and employees, as additional insureds thereunder, (ii) be endorsed to provide that the insurance is primary to and non-contributory to insurance carried by the County with respect to liability imposed on the City/Town under this agreement, and (iii) contain a severability of interest clause.

   **B. Property Insurance.**

   1. **County.** Throughout the Term, the County shall maintain in full force and effect, at its sole expense, fire insurance and a standard “all risk” policy covering the County-owned property within the Library, and any other personal property owned by the County located at the Property. Such coverage must (i) contain a waiver of subrogation endorsement in favor of the City/Town, and (ii) cover loss or damage to the County-owned property in the amount of the full replacement value. Covered perils are to include fire, all risk, vandalism, malicious mischief, and sprinkler leakage.

   2. **City/Town.** Throughout the Term, the City/Town shall maintain in full force and effect, at its sole expense, fire insurance and a standard “all risk” policy covering all structures and improvements at the Property and any personal property owned by the City/Town located at the Property. Such coverage must contain a waiver of subrogation endorsement in favor of the County. Covered perils are to include fire, all risk, vandalism, malicious mischief and sprinkler leakage.
C. Workers Compensation and Employers Liability. Both parties shall maintain in full force and effect Workers Compensation Insurance or self insurance, and Employers Liability Insurance or self insurance with limits that conform to legal requirements.

12. **INDEMNIFICATION.**

A. By County. County shall indemnify and hold the City/Town harmless from the County’s share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys’ fees, caused by the willful misconduct or the negligent acts, errors, or omissions of the County, its officers, agents or employees in using the Property pursuant to this Lease, or the County’s delivery or supervision of Library Services at the Library, except to the extent caused or contributed to by (i) the structural, mechanical, or other failure of buildings owned or maintained by the City/Town, and/or (ii) the negligent acts, errors, or omissions of the City/Town, its officers, agents or employees.

B. By City/Town. The City/Town shall indemnify and hold the County harmless from City’s/Town’s share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys’ fees, caused by the willful misconduct or the negligent acts, errors or omissions of the City/Town, its officers, agents or employees with respect to the Property, or the City’s/Town’s performance under this Lease, or the City’s/Town’s use of the Property, or the structural, mechanical or other failure of buildings owned or maintained by the City/Town, except to the extent caused or contributed to by the negligent acts, errors, or omissions of the County, its officers, agents, or employees.

13. **HAZARDOUS MATERIAL.** The City/Town warrants to the County that the City/Town does not have any knowledge of the presence of Hazardous Material (as defined below) or contamination of the Building or Property in violation of environmental laws. The City/Town shall defend, save, protect and hold the County harmless from any loss arising out of the presence of any Hazardous Material on the Property that was not brought to the Property by or at the request of the County, its agents, contractors, invitees or employees. The City/Town acknowledges and agrees that the County has no obligation to clean up or remediate, or contribute to the cost of clean up or remediation, of any Hazardous Material unless such Hazardous Material is released, discharged or spilled on or about the Property by the County or by any of County’s agents, employees, contractors, invitees or other representatives. The obligations of this Section shall survive the expiration or earlier termination of this Lease.

“Hazardous Material” means any substance, material or waste, including lead based paint, asbestos and petroleum (including crude oil or any fraction thereof), that is or becomes designated as a hazardous substance, hazardous waste, hazardous material, toxic substance, or toxic material under any federal, state or local law, regulation, or ordinance.

14. **PERILOUS CONDITIONS.** If the Librarian or the County’s General Services Director become aware of a perilous condition on the Property that, in his or her opinion, substantially and significantly threatens the health and safety of the County’s employees and/or invitees (a “Perilous Condition”), the Librarian or the General Services Director, or that individual’s designee, will immediately notify the City/Town of such Perilous Condition and the City/Town
shall use best efforts to immediately eliminate the Perilous Condition. If the City/Town does not take action within twenty-four (24) hours after receiving notice from the County to eliminate the Perilous Condition, or if the City’s/Town’s actions do not alleviate the Perilous Condition within thirty-six (36) hours after the City/Town receives notice from the County, or if a condition reasonably constituting an emergency arises, the County may, but is not obligated to, take action to eliminate the Perilous Condition. The City/Town shall reimburse the County for any costs incurred by the County in taking such action.

The City/Town shall immediately address any condition reasonably constituting an emergency, whether the City/Town learns of same through the County or otherwise.

15. **DEFAULT.** The occurrence of any of the following events is a default (“Default”) under this Lease:

A. **By County.** If the County fails to operate the Library as a public library and such failure continues for one hundred twenty (120) days after receipt of a written notice of failure from the City/Town to the Librarian with a copy to the County Administrator, provided, however, that the County will have additional time if its failure is due to circumstances beyond its reasonable control, including, without limitation, failure of the County’s Board of Supervisors to adopt a budget, work stoppages, and acts of God.

B. **By City/Town.** The City’s/Town’s failure to perform any of its obligations under this Lease if such failure is not remedied within thirty (30) days after receipt of a written notice of such failure from the County to the City/Town specifying the nature of the breach in reasonably sufficient detail; provided, however, if such breach cannot reasonably be remedied within such thirty (30) day period, then a Default will not be deemed to occur until the occurrence of the City’s/Town’s failure to perform within the period of time that may be reasonably required to remedy the breach, up to an aggregate of one hundred twenty (120) days, provided the City/Town commences curing such breach within thirty (30) days after receipt of the notice of the breach and thereafter diligently proceeds to cure such breach.

16. **REMEDIES**

A. **By County.** Upon the occurrence of a Default by the City/Town, the County may (i) terminate this Lease and quit the Premises, or (ii) proceed to repair or correct the failure and invoice the City/Town for the cost of the repair, which invoice the City/Town shall pay in full promptly upon receipt.

B. **By City/Town.** Upon the occurrence of a Default by the County, the City/Town may, after giving the County written notice of the Default, and in accordance with due process of law, reenter and repossess the Premises and remove all persons and property from the Premises.

17. **MISCELLANEOUS.**
A. **Use of Volunteers.** Volunteers are vital and welcome in enhancing the level of service offered in providing Library Services. The City’s/Town’s Volunteer Coordinator shall work with the County’s library volunteer coordinator to recruit and schedule volunteers to assist with community library operation. Volunteers will be utilized to perform services as mutually agreed upon by the County and the City/Town.

B. **Assignment and Sublease.** The County does not have the right to assign this Lease or sublease the Premises or any part thereof at any time during the Term.

C. **Quiet Enjoyment.** Provided the County is in compliance with the material terms of this Lease, the City/Town shall warrant and defend the County in its quiet enjoyment and possession of the Premises during the Term.

D. **Waste.** The County shall not commit, or suffer to be committed, any waste upon the Premises.

E. **Surrender of Premises.** On the last day of the Term, or earlier termination of this Lease, the County shall peaceably and quietly leave and surrender the Library to the City/Town, in good condition, ordinary wear and tear, and damage by casualty, condemnation, acts of God, and the City’s/Town’s failure to make repairs required of the City/Town excepted. Upon termination of this Lease, the County may remove the County Materials from the Premises.

F. **Holding Over.** Any holding over after the Term of this Lease is a tenancy from month to month and is subject to the terms of this Lease.

G. **Notices.** With the exception of notice of a Perilous Condition, which may be given orally or in writing, any notice required or permitted under this Lease must be in writing and sent by facsimile with written transmission confirmation, overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

**To City/Town:**
City/Town Manager  
Address  
Phone Number  
Facsimile Number

**To County:**
County Librarian  
Contra Costa County  
1750 Oak Park Blvd.  
Pleasant Hill, CA 94523  
Phone: (925) 646-6423  
Facsimile: (925) 646-6461

**With a copy to:**
Real Estate Manager  
Contra Costa County  
Real Estate Services Division  
1220 Morello Avenue, Suite 100
Either party may at any time designate in writing a substitute address for that set forth above, and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all written notices will be deemed effective (i) upon confirmed facsimile transmission, (ii) the next business day, if sent by overnight courier, and (iii) three days after being deposited in the United States Postal system.

H. **Time is of the Essence.** Time is of the essence in fulfilling all terms and conditions of this Lease.

I. **Governing Law.** The laws of the State of California govern all matters arising out of this Lease.

J. **Severability.** In the event that any provision herein contained is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this Lease will not in any way be affected or impaired.

[Remainder of Page Intentionally Left Blank]
K. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this Lease. All previous conversations, negotiations, and understandings are of no further force or effect.

This Lease is not to be construed as if it has been prepared by one of the parties, but rather as if both parties have prepared it. This Lease may be modified only by a writing signed by both parties.

The parties are executing this Lease on the date set forth in the introductory paragraph.

COUNTY
COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By: 
Michael J. Lango
Director of General Services

RECOMMENDED FOR APPROVAL:
MICHAEL J. LANGO, Director of General Services

By: 
Dick Re-Awenius
Real Estate Manager

By: 
Anne Cain
County Librarian

APPROVED AS TO FORM:
SHARON L. ANDERSON, County Counsel

CITY/TOWN
CITY/TOWN OF __________________________, a municipal corporation of the State of California

By: 
Name
City/Town Manager

APPROVED AS TO FORM:
Name
City Attorney

By: 
Kathleen M. Andrus
Deputy County Counsel
EXHIBIT B

Library Floor Plan
EXHIBIT C

Form of Lease Supplement

LEASE SUPPLEMENT No. [ ]

This Lease Supplement No. [ ] is dated ___________ and supplements the Lease dated ___________ (the “Lease”) between the City/Town of ___________, a municipal corporation of the State of California (the “City/Town”), and the County of Contra Costa, a political subdivision of the State of California (the “County”).

Unless otherwise defined herein, capitalized terms have the meanings given to such terms in the Lease.

1. The number of Base Hours (or their equivalent) to be provided by the County in the Fiscal Year beginning July 1, 20__ is ___________.

2. The number of Actual Hours to be provided in the Fiscal Year beginning July 1, 20__ is ___________.

3. The City’s/Town’s Obligation for the Fiscal Year beginning July 1, 20__ is $______________.

4. This Lease Supplement No. [ ] is effective in accordance with the terms of the Lease.

COUNTY

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By: ________________
Name: __________________
County Librarian

CITY/TOWN

CITY/TOWN OF ______________, a municipal corporation of the State of California

By: ________________
Name: __________________
City/Town Manager
EXHIBIT D

Operations Plan
(This section needs additional discussion and work but should be tailored to the fiscal conditions present in each community).

A. Technology Equipment and Services. The County shall provide technology support services at the Library including:

1. Oversight that includes determining the quantity, type, configuration, and location of computers, printers, scanners, monitors, keyboards, and related equipment and software used in the Library by the public and staff (together, “Components”).

2. Acquisition of Components for use in the Library.

3. Maintaining Components in good working order.

The City/Town is responsible for the cost of the Components. The County and the City/Town shall work together in good faith to ensure that all Components are adequate for the Library’s needs and that costs are within the City’s/Town’s fiscal parameters and approved by the City/Town in advance.

(i) Planned Replacements. From time to time, City/Town and County will jointly determine whether or when technology equipment is in need of replacement. The City/Town is responsible for the cost of replacing such items as soon as is practically and fiscally possible.

(ii) Unforeseen Replacements. In the event a Component unexpectedly malfunctions and must be replaced, the Community Library Manager will notify the City/Town of the need to replace the Component and the expected cost of the replacement as soon as practicable. The City/Town is responsible for the actual cost of replacing such items as soon as is practically and fiscally possible.

B. Specialized Equipment. The City/Town shall reimburse the County for the actual costs of acquiring and maintaining the book security gates, and any automated material handling equipment used at the Library (together, “Specialized Equipment”). [Note: For libraries that are not new, the following will be added to the end of this sentence: “; provided, however, the City/Town is not obligated to purchase from the County any equipment that is owned by the County and in place at the Library on the Effective Date”]

C. Communications Equipment.

1. Voice Communication. City/Town shall provide voice communication equipment and ongoing voice services to the Library. [Note: For libraries that are not new, the following will be added to the end of this sentence: “; provided, however, the City/Town is not
obligated to purchase from the County any equipment that is owned by the County and in place at the Library on the Effective Date.”]

2. **Data Communications System.** The County will configure a data communications system for the Library, including routers, switches, servers and wireless access. [Note: For libraries that are not new, the following will be added to the end of this sentence: “; provided, however, the City/Town is not obligated to purchase from the County any equipment that is owned by the County and in place at the Library on the Effective Date.”]

The County shall bear the monthly usage fee for the data network connections and shall pay the vendor directly for such service.

3. **Wireless Network Service.** The Data Communications System will include a wireless data network service that will connect the Library to the County’s library system. It is expressly understood and agreed that such system is for the exclusive use of the County in providing Library Services.

4. **Copiers.** The County shall provide, at its sole cost and expense, one or more copy machines for use by library staff at the Library. The County may provide, at its sole cost and expense, one or more copy machines for use by the public at the Library. The County shall also obtain, at its sole cost and expense, a maintenance contract for each such copy machine. Any revenue collected for the use of copy machines will be retained by the County.

5. **Audio Visual Equipment.** The City/Town shall provide, at its sole cost and expense, any audio-visual equipment used at the Library. The City/Town shall also obtain, at its sole cost and expense, a maintenance contract for all audio-visual equipment.