



**Alameda County**  
**LIBRARY**  
*...Infinite possibilities*

*Jean Hofacket, County Librarian*

Albany  
Castro Valley  
Centerville  
Dublin  
Extension Services  
Fremont Main  
Irvington  
Newark  
Niles  
San Lorenzo  
Union City

**REVISED**  
9/5/12

AGENDA \_\_\_\_ September 11, 2012

August 27, 2012

Honorable Board of Supervisors  
Administration Building  
Oakland, CA 94612

Dear Board Members:

**SUBJECT:** APPROVE AND EXECUTE A CONTRACT BETWEEN  
THE CITY OF UNION CITY AND THE ALAMEDA COUNTY LIBRARY  
TO PROVIDE 22.0 ADDITIONAL HOURS OF SERVICE EACH WEEK  
AT THE UNION CITY LIBRARY FOR THE PERIOD OF JULY 1, 2012  
THROUGH JUNE 30, 2013, IN THE AMOUNT OF \$282,136.

**RECOMMENDATION:**

Approve and execute a Contract Agreement between the City of Union City (Principal: Mark Green, Mayor; Location: Union City, CA) and the Alameda County Library to provide 22 additional hours of service each week at the Union City Library for the period, July 1, 2012 through June 30, 2013 and in the amount of \$282,136.

**SUMMARY/DISCUSSION:**

The Alameda County Library plans to enter in to a contract with the City of Union City to provide additional library services for the period July 1, 2012 through June 30, 2013 in the amount of \$282,136. Under the contract, the City of Union City has agreed to provide funding for an additional 22.0 hours per week of library service, excluding County observed holidays, at Alameda County Library located in Union City. These additional hours will augment the current 25.0 County Library's base schedule for a total weekly schedule of 47 open hours.

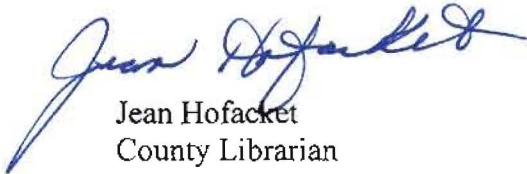
Administration  
2450 Stevenson Blvd.  
Fremont, CA 94538-2326  
510-745-1504  
FAX 510-793-2987  
www.aclibrary.org

Honorable Board of Supervisors  
August 27, 2012  
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**FINANCIAL CONSIDERATIONS:**

There is no Net County Cost as result of this action. All expenditures connected with these additional library services will be offset by four (4) quarterly payments totaling \$282,136 from the City of Union City to the County. Revenue under the contract will be recognized in Org. 360100, Fund 21300.

Very truly yours,



Jean Hofacket  
County Librarian

Cc: Patrick O'Connell, Auditor-Controller  
Louie Martirez, CAO Analyst  
Clerk of the Board

**AGREEMENT BETWEEN THE CITY OF UNION CITY  
AND THE  
COUNTY OF ALAMEDA  
FOR  
ADDITIONAL LIBRARY SERVICES**

C 3490

**FISCAL YEAR 2012-13**

The County of Alameda and the City of Union City enter into this Agreement as follows:

WHEREAS, current funding level for County Library services prevents increasing the number of open hours per week at the Union City Branch of the Alameda County Library system, and

WHEREAS, the citizens of Union City wish to have the Union City Branch Library open more than the County funded hours per week, and

WHEREAS, the members of the City Council of Union City have authorized funding for the increases in staffing and utility costs required to open the Union City Branch for twenty-two (22) additional hours for a total of 47 open hours per week; therefore

The City of Union City and the County of Alameda agree to provide twenty-two (22) additional hours per week of Library services at the Union City Branch of the Alameda County Library system.

**TERMS AND CONDITIONS**

- 1) **Time Period:** This contract will be in effect from July 1, 2012 to June 30, 2013.
- 2) **Services Described:** During the time period specified above, the County agrees to provide twenty-two (22) additional hours of library services at the Union City Branch Library per week, excluding County observed holidays, to maintain the total weekly schedule of open hours at Union City at 47 hours per week.
- 3) **Payments:** The City agrees to pay the County \$282,136 in four (4) quarterly installments as follows:

September 30, 2012 - \$70,534  
December 31, 2012 - \$70,534  
March 31, 2013 - \$70,534  
June 30, 2013 - \$70,534

Payment shall be due and payable on the dates stated above. In addition to the amounts stated above, interest of 5% shall be payable, for any payment which is 30 days overdue.

- 4) **Extension:** All terms and conditions of this contract may be extended, by mutual agreement, on a year-to-year basis, provided the amount paid by the City of Union City to the County of Alameda is adjusted annually to reflect increases/decreases to the costs connected with providing the services.
- 5) **Periodic Activity Reports:** Activity reports will be provided by the County Librarian to the City Council of Union City on quarterly basis to coincide with the issuance of quarterly billing statements. City Council of Union City may request additional reports or presentations at any time.

- 6) Augmentation: The services provided through this Agreement and the amount to be paid by the City of Union City to the County of Alameda may be augmented during the year, by mutual agreement, to reflect additional City of Union City funds and monies donated to the City of Union City by groups, other public agencies, and individuals for this purpose.
- 7) Option to Terminate or Renegotiate Contract: In the event that either party determines that no longer has sufficient funding or staffing to meet the obligations of this agreement, that party may terminate or renegotiate this Agreement by giving at least thirty (30) days written notice.
- 8) Liability:
  - a) All persons employed in the performance of such services and functions for City of Union City shall be County employees, and no City employees as such shall be taken over by the County and no person hereunder shall have any City pension, Civic service, or other status or right.
  - b) The City shall not be called upon to assume any liability for the direct payment of any salary, wages, or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his/her employment.

- c) The County will assume liability and pay cost of defense and hold the City harmless from loss, costs or expenses caused by the negligent or wrongful act or omission of County officers, agents and employees occurring in the performance of agreements between the parties hereto to the extent that such liability is imposed on the City by the provisions of Section 895.2 of the Government Code of the State of California. In addition, when liability arises pursuant to Section 830 et seq., of the Government Code, by reasons of a dangerous condition of public property of the County, the County shall assume liability and pay cost of defense and hold the City harmless from loss, costs or expenses caused by the negligent or wrongful act or omission of County officers, agents and employees, whether or not arising in the performance of an agreement between the parties hereto.
- d) The City will assume liability and pay cost of defense and hold the County harmless from loss, costs or expenses caused by the negligent or wrongful act or omission of City officers, agents and employees occurring in the performance of agreements between the parties hereto to the extent that such liability is imposed on the County by the provisions of Section 895.2 of the Government Code of the State of California. In addition, when liability arises pursuant to Section 830 et seq., of the Government Code, by reasons of a dangerous condition of public property of the City, the City shall assume liability and pay cost of defense and hold the County harmless from loss, costs or expenses caused by the negligent or wrongful act or omission of City officers, agents and employees, whether or not arising in the performance of an agreement between the parties hereto.

9) Notices: Notices pertaining to this agreement shall be sent to the following:

CITY:

City Manager  
CITY OF UNION CITY  
34009 Alvarado-Niles Road  
Union City, CA 94587  
Oakland, CA 94612

COUNTY:

President, Board of Supervisors  
COUNTY OF ALAMEDA  
Administration Building  
1221 Oak Street

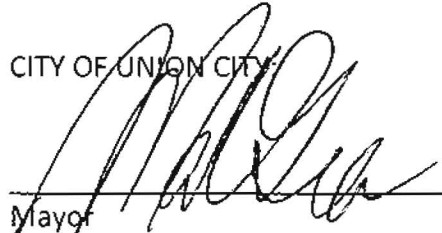
County Librarian  
ALAMEDA COUNTY LIBRARY  
2450 Stevenson Blvd.  
Fremont, CA 94538-2326

IN WITNESS WHEREOF:

The parties hereto have executed this agreement the day and year first above written, and County has hereunto caused its corporate name to be signed by its President of the Board of Supervisors, who is hereunto duly authorized the day and year first above written.

CITY OF UNION CITY:

COUNTY OF ALAMEDA:

By:   
\_\_\_\_\_  
Mayor  
City of Union City  
State of California


By: \_\_\_\_\_  
President of the Board of Supervisors  
County of Alameda  
State of California

Date: 6-20-12

Date: \_\_\_\_\_

ATTEST:

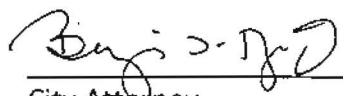
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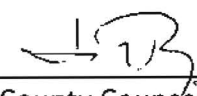
By:   
\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
City Attorney

By:   
\_\_\_\_\_  
County Counsel

**UNION CITY LIBRARY  
FY 2012-13 Projected Budget**

**EXPENSES:**

Branch Personal (12.83 FTE)	\$919,738
Library Material	\$350,000
All other Direct Costs	\$85,000
Total Direct Costs	\$1,354,738
*System Wide Support	\$1,050,160
<b>GRAND TOTAL</b>	<b>\$2,404,898</b>

\*System Wide Support include the shared cost of Extension Services (Bookmobile: Literacy; Senior Services and services to those with disabilities) as well as shared cost of Administration, Collection Acquisition & Management and Information Technology costs.

**REVENUE:**

County Library Property Tax (Collection in Union City)	\$1,423,046	(25.0 Base Hours)
City Contract	\$282,136	(22.0 Add. Hours)
Other County Library Funds	\$699,716	
<b>GRAND TOTAL</b>	<b>\$2,404,898</b>	