



Jean Hofacket, County Librarian  
Albany  
Castro Valley  
Centerville  
Dublin  
Extension Services  
Fremont Main  
Irvington  
Newark  
Niles  
San Lorenzo  
Union City

AGENDA \_\_\_\_ November 20, 2012

October 29, 2012

Honorable Board of Supervisors  
Administration Building  
Oakland, CA 94612

Dear Board Members:

**SUBJECT:** APPROVE AND EXECUTE CONTRACT AGREEMENT BETWEEN THE CITY OF DUBLIN AND ALAMEDA COUNTY LIBRARY TO PROVIDE 19 ADDITIONAL HOURS OF SERVICE EACH WEEK AT THE DUBLIN LIBRARY FOR THE PERIOD OF JULY 1, 2012 THROUGH JUNE 30, 2013 IN THE AMOUNT OF \$409,003.

**RECOMMENDATION:**

Approve and execute the Contract Agreement between the City of Dublin (Principal: Tim Sbranti, Mayor; Location: Dublin, CA) and the Alameda County Library to provide 19 additional hours of service each week at the Dublin Library for the period, July 1, 2012 through June 30, 2013 for the amount of \$409,003.

**SUMMARY/DISCUSSION:**

The Alameda County Library has negotiated a contract with the City of Dublin to provide additional library services for the period July 1, 2012 through June 30, 2013 in the amount of \$409,003. Under the contract, the City of Dublin has agreed to continue to provide funding for an additional 19 hours per week of library service, excluding County observed holidays, at Alameda County Library located in Dublin. These additional hours will augment the County Library's current base schedule of 28 hours for the total weekly schedule of 47 open hours.

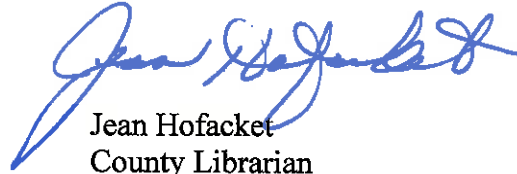
Administration  
2450 Stevenson Blvd.  
Fremont, CA 94538-2326  
510-745-1504  
FAX 510-793-2987  
[www.aclibrary.org](http://www.aclibrary.org)

Honorable Board of Supervisors  
October 29, 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 are offset by four (4) quarterly payments totaling \$409,003 from the City of Dublin to the County. Revenue under the contract will be recognized in Org. 360100, Fund 21300, and is included in the approved budget for the current fiscal year.

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 DUBLIN  
AND  
COUNTY OF ALAMEDA  
FOR  
ADDITIONAL LIBRARY SERVICES  
FISCAL YEAR 2012-13**

The County of Alameda and the City of Dublin 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 Dublin Branch of the Alameda County Library system, and

**WHEREAS**, the citizens of Dublin wish to have the Dublin Branch Library open more than the County-funded hours per week, and

**WHEREAS**, the Dublin City Council has authorized funding for the increases in staffing and utility costs required to open the Dublin Branch an average of 19 additional hours for a total of 47 open hours per week.

**NOW, THEREFORE**, the City of Dublin and the County of Alameda agree as follows:

TERMS AND CONDITIONS

- 1) Time Period: This agreement 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 19 additional open hours per week of library service at the Dublin Branch Library, excluding County observed holidays, in order to maintain a total weekly schedule of open hours at the Dublin Branch Library at 47 hours per week.
- 3) (A) Payments: The City of Dublin agrees to pay the County of Alameda \$409,003 in four (4) quarterly installments as follows:

|                    |              |
|--------------------|--------------|
| September 30, 2012 | \$102,250.75 |
| December 31, 2012  | \$102,250.75 |
| March 31, 2013     | \$102,250.75 |
| June 30, 2013      | \$102,250.75 |

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

- 4) Extension: All terms and conditions of this agreement may be extended, by mutual agreement, on a year-to-year basis or as otherwise agreed to by the parties, provided the amount paid by the City of Dublin to the County of Alameda is adjusted annually to reflect increases/decreases to the costs connected with providing the services.
- 5) Augmentation: The services provided through this Agreement and the amount to be paid by the City of Dublin to the County of Alameda may be modified during the year, by mutual agreement of the Parties, to reflect additional City of Dublin funds and monies donated to the City of Dublin by groups, other public agencies, and individuals for this purpose.
- 6) Periodic Activity Reports: Activity reports will be provided by the County Librarian to the Dublin City Council on a quarterly basis to coincide with the issuance of quarterly billing statements. The Dublin City Council may request additional reports or presentations at any time.
- 7) Option to Terminate or Renegotiate Agreement: In the event that either party determines that it 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 as are needed to provide the additional open hours 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 with the City.
  - b) The City shall not be called upon to assume any liability for the direct payment of any salary, wage, or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.
  - c) Except as otherwise provided herein, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his/her employment with the County.
  - d) County will assume defend, indemnify 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.

- e) The City will defend, indemnify 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.
- f) The provisions in the paragraph shall apply only to liability arising out of the performance by the Parties' of their obligations under this agreement.

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

CITY:

City Manager  
CITY OF DUBLIN  
100 Civic Plaza  
Dublin, CA 94568

COUNTY:

President, Board of Supervisors  
COUNTY OF ALAMEDA  
Administration Building  
1221 Oak Street  
Oakland, CA 94612

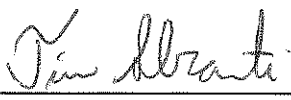
County Librarian  
ALAMEDA COUNTY LIBRARY  
2450 Stevenson Boulevard.  
Fremont, CA 94538

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 DUBLIN

COUNTY OF ALAMEDA

By:   
Mayor  
City of Dublin  
State of California

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

Date: 10-16-12

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

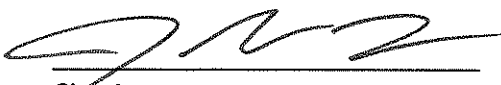
ATTEST:

By:   
City Clerk

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

APPROVED AS TO FORM

APPROVED AS TO FORM

By:   
City Attorney

By:   
County Counsel

**DUBLIN LIBRARY**  
**FY 2012-13 Projected Budget**

**EXPENSES:**

|                             |                    |
|-----------------------------|--------------------|
| Branch Personal (15.74 FTE) | \$1,157,269        |
| Library Material            | \$418,616          |
| All other Direct Costs      | \$185,000          |
| Total Direct Costs          | \$1,760,885        |
| *System Wide Support        | \$1,286,087        |
| <b>GRAND TOTAL</b>          | <b>\$3,046,972</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<br>(Collection in Dublin) | \$2,078,548        | (28 Base Hours) |
| City Contract   | \$409,003          | (19 Add. Hours) |
| Other County Library Funds                            | \$559,421          |                 |
| <b>GRAND TOTAL</b>                                    | <b>\$3,046,972</b> |                 |

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