



Alameda County  
**LIBRARY**

*...Infinite possibilities*

*Cynthia Chadwick, County Librarian*

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

AGENDA \_\_\_\_ November 24, 2020

November 17, 2020

Honorable Board of Supervisors  
Administration Building  
Oakland, CA 94612

Dear Board Members:

**SUBJECT:** APPROVE AND EXECUTE CONTRACT AMENDMENT NO. 1 BETWEEN THE CITY OF FREMONT AND ALAMEDA COUNTY LIBRARY TO PROVIDE ADDITIONAL HOURS OF SERVICE AT THE FREMONT MAIN LIBRARY AND AT THE CENTERVILLE LIBRARY FOR THE PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021 IN THE NOT-TO-EXCEED AMOUNT OF \$542,123.

**RECOMMENDATION:**

Approve and execute Amendment No. 1 to the Library Service Agreement with the City of Fremont for the Alameda County Library to provide four additional hours of service each Sunday at the Fremont Main Library and seven additional hours of service each Saturday at Centerville Library extending the period of 7/1/17 – 6/30/20 by one year until 6/30/21 in the not-to-exceed amount of \$542,123.

**SUMMARY/DISCUSSION:**

On June 27, 2017 (Item No. 19), your Board approved a contract with the City of Fremont to provide additional library services at the Fremont Main Library and Centerville Library for the period July 1, 2017 through June 30, 2020 with two one-year options to extend the contract. Under the contract, the City of Fremont agreed to provide funding for an additional four hours per Sunday of library service, excluding County observed holidays, at the Alameda County Library located in Fremont.

Honorable Board of Supervisors  
November 17, 2020  
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These additional hours augmented the County Library's base schedule of 43 hours to a total weekly schedule of 47 open hours. Under the contract, the City of Fremont also agreed to provide funding for an additional seven hours per Saturday of library service, excluding County observed holidays, at the Alameda County Library located in Centerville. These additional hours augmented the 14 hours for the County Library's base schedule for the total weekly schedule of 21 open hours. The City of Fremont has agreed to extend the contract for one year with some changes based on limited library services due to COVID-19. This contract will reflect the additional hours that have been in effect since July 2017 and will remain in effect, to increase availability of services including but not limited to no contact pickup, virtual programs, and a live chat for members to connect with librarians. The City will pay the library 50% of the contract amount for the period that library buildings are closed to the public due to COVID-19 restrictions. Your Board is requested to approve the amendment.

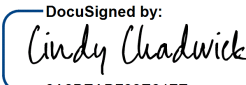
**FINANCING:**

All expenditures connected with these additional library services are offset by payment from the City of Fremont to the County. Appropriations are included in the County Library's FY 2020-21 Approved Budget. There is no net County cost as result of this action.

**VISION 2026 GOAL:**

The additional hours of library services provided by this amendment meet the 10X goal pathway of **Accessible Infrastructure** in support of our shared Vision of **Safe and Livable Communities**.

Very truly yours,

DocuSigned by:  
  
9A3BEAD799E64FE...  
Cynthia Chadwick  
County Librarian

Cc: Melissa Wilk, Auditor-Controller  
Hayley Laity, CAO Analyst  
Clerk of the Board

## **AMENDMENT NO. 1 TO LIBRARY SERVICE AGREEMENT**

This Amendment No. 1 to Library Service Agreement (hereinafter "Amendment") is made and entered into by and between the CITY OF FREMONT, a municipal corporation (hereinafter "City"), and the COUNTY OF ALAMEDA, (hereinafter "County"). City and County may be collectively referred to herein as the "parties."

### **RECITALS**

- A. WHEREAS, the City and the County entered into that certain Library Service Agreement (the "Agreement") for additional hours of service at the Fremont Main and Centerville Branches of the Alameda County Library system; and
- B. WHEREAS, the Agreement provides the City with the right to extend the term of the Agreement for two additional one-year periods and the City desires to exercise its right to extend the Agreement for an additional one-year period; and
- C. WHEREAS, due to the threat to the public health and safety of persons and property in the City of Fremont caused by the global spread of COVID-19, the County has closed its buildings; and
- D. WHEREAS, the parties desire to amend the Agreement to provide for modified services while the buildings are closed and payment terms that reflect the modified services during the COVID-19 pandemic.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:**

### **1. AMENDMENTS.**

- A. SECTION 1. of the Agreement is hereby amended to add a paragraph to read as follows:

“During such time that the County is unable to provide the above services because its buildings are closed due to COVID-19, the County shall provide the following substitute services (the “Substitute Services”): (i) no contact pick up, and (ii) a wide array of virtual programs and online resources, including live chat with library staff, public access to eBooks, and streaming content.

- B. SECTION 2. of the Agreement is hereby amended to add a paragraph to read as follows:

“During such time that the County is providing the Substitute Services, the compensation payable under this section shall be reduced by one-half.

- C. SECTION 3. of the Agreement is hereby amended by revising the first and second sentences to read as follows:

“The term of this Agreement shall commence on July 1, 2017 and shall continue until June 30, 2021. The City has the right to extend the term of the Agreement for one additional one-year period based upon the same conditions of the initial terms, subject to adjustment for payment as set forth in Section 2 - Payment.

**2. INCORPORATION BY REFERENCE.** This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.

**3. SIGNATURES.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the County and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, the City and County do hereby agree to the full performance of the terms set forth herein.

**CITY OF FREMONT**

**COUNTY OF ALAMEDA**

By: \_\_\_\_\_  
Karena Shackelford  
Title: Assistant City Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Trisha Ortiz  
Title: Acting Assistant City Attorney

APPROVED AS TO FORM  
COUNTY COUNSEL  
DocuSigned by: 11/10/2020  
BY \_\_\_\_\_  
FARAND KAN  
DEPUTY COUNTY COUNSEL