CITY OF MARTINEZ

PARKS, RECREATION, MARINA & CULTURAL COMMISSION

DATE: November 10, 2010
TO: Parks, Recreation, Marina & Cultural Commission
FROM: Mitch Austin, Recreation Manager
SUBJECT: Library Agreement

RECOMMENDATION
Informational item

BACKGROUND
Attached is the report to the City Council discussing the master agreement with the Contra Costa County for library services. This master agreement has been negotiated amongst all the Cities receiving library services from Contra Costa County and is in the final stages of approval. This agreement will govern how Cities do business with the County for library services such items as determining hours of service provided to the agencies served, who provides equipment in the facilities, who oversees telephone and IT servicers have all been spelled out in this master agreement.

This agreement has been scheduled for review and approval at the City Council November 17th meeting.

Attachment: City Council Library Agreement Report

CITY OF MARTINEZ

CITY COUNCIL AGENDA
November 17, 2010

TO: Mayor and City Council

FROM: Michael Chandler, Senior Management Analyst

SUBJECT: Transfer of Library Facility Maintenance Services

DATE: November 10, 2010

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute the Library Lease and Service Agreement between Contra Costa County and the City of Martinez.

BACKGROUND

The Contra Costa County Library system has collaborated for the past two years with the Contra Costa Public Manager's Association (and numerous city staff and attorneys from the respective member cities) to create a uniform agreement between Contra Costa County and the cities and towns that are currently served by the County Library System. The primary goals for drafting the uniform agreement were to replace, in a manner consistent with the new County Library Master Plan, the numerous and varied library lease agreements already in place; and to meet the needs of the Library System and all of the cities and towns that it serves, acknowledging differences in terms of ownership, age and condition of library facilities. The uniform agreement also underscores the desire to foster the cooperative relationship that exists between the County and the various cities and towns with the goal of providing the best possible library services to our residents in the most effective fashion.

The Martinez Library is a City-owned facility. The City Council agreed through Resolution No. 015-10 (adopted February 3, 2010) to transfer the majority of the library facility maintenance responsibilities from the County to the City. In exchange, the County agreed, through Board of Supervisors item C.61 (adopted on January 19, 2010), to spend the operational savings resulting from the closure of the Martinez Library during the Measure H reconstruction for the benefit of library service in Martinez (estimated to be $174,000, of which approximately $70,000 will be spent on the provision of the Interim/Temporary Library at 401 Ferry Street). Additionally, the County indicated its intent at that time to not request any funding from the City for "additional" or "extra" hours of operation at the Library for the remainder of FY 2009-10 as well as for FY 2010-11, effectively enabling the City to use the money it had budgeted for these hours ($45,000 per year) for facility maintenance purposes. The County did not bill the City for any additional hours for the March 1, 2010 to June 30, 2010 period, and recently indicated it would maintain 35 hours per week for the remainder of FY 2010-11 when the Library reopens, at no extra cost to the City.

Many cities in the County had already agreed to assume all or almost all of the maintenance responsibilities by the time the City formally accepted transfer of these responsibilities. The City's February 3, 2010, staff report indicated that a formal agreement between the County and the City for library services was forthcoming and would be brought before Council once a uniform agreement was developed and approved by the Public Managers' Association and the County Librarian. The proposed Library Lease and Service Agreement establishes several basic points, including the following:

- Cities or towns have responsibility for ownership of the buildings and all facility-related costs required to operate a library
- The County Library is responsible for making Library services available to each city or town on an equitable basis from within these buildings
- Library contents, including books, furnishings, and equipment, may be owned by either party, or some combination of both
- State of the art technology is essential in providing a full range of library services
- The County will provide by March 31st of each year a number of "Base Hours" it will provide at no cost, and the cities or towns may then elect "Extra Hours" at a separate cost

As a condition of the Agreement, the County has agreed to procure a variety of new technology items to outfit the renovated Martinez Library at a cost of approximately $109,430 (enumerated within Exhibit D-2 of the Agreement, the "Martinez Library Technology Plan"). The City will have the responsibility thereafter for procurement of most technology-related components. Ownership, maintenance, and responsibility of the current phone system will remain with the County until such a time as a complete replacement of the system is necessary as agreed upon by both parties. The one-time costs associated with installing a new phone system at the Library and transitioning it to the City's system will be shared equally among the parties. All recurring costs for maintaining the phone system (estimated to be around $1,000 annually) will be the responsibility of the City thereafter.

FISCAL IMPACT:

The City budgeted $45,000 in both fiscal years of the approved two-year budget to fund the cost of additional hours at the Martinez Library. As a condition of transferring facility maintenance responsibility from the County to the City effective March 1, 2010, the $45,000 for FY 2010-11 is available to cover maintenance-related costs at the Library. Staff anticipates these funds will be sufficient to manage the facility maintenance responsibilities at the library through the end of the current fiscal year, especially given the ongoing Measure H reconstruction during which the Library is closed. Furthermore, the County has committed to directing its operational savings during periods of closure toward expenses that benefit the library, which will also help defray short-term costs. Future fiscal years, however, are projected to require an additional $20,000 - $30,000 of City funding to maintain the remodeled library. The County may also request funding to maintain 35 hours/week as has been its past practice, which would further add to the increased operational burden.

ACTION:

Motion to adopt a resolution authorizing the City Manager to execute the Library Lease and Service Agreement between Contra Costa County and the City of Martinez.

Attachments: Resolution, Library Lease and Service Agreement

APPROVED BY: _____
City Manager

LIBRARY LEASE

and

SERVICE AGREEMENT

Between

COUNTY OF CONTRA COSTA

and

THE CITY OF MARTINEZ

Date

LIBRARY LEASE AND SERVICE AGREEMENT

BETWEEN

COUNTY OF CONTRA COSTA AND THE CITY OF MARTINEZ

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Exhibit A Legal Description of Property
Exhibit B Library Floor Plan
Exhibit C Form of Lease Supplement
Exhibit D Operations Plan
Exhibit D-2 Library Technology Plan

LIBRARY LEASE
And
SERVICE AGREEMENT

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

Recitals

A. The City owns that certain property (APN 373-266-005) located at 740 Court Street in Martinez, California, more particularly shown outlined on Exhibit A – Assessor's Map (the "**Property**").

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

C. 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**").

D. The City and the County are parties to a Lease dated 1941 under which the County leases the Building from the City for use as a library (the "**1941 Lease**").

E. The City and the County agree that the presence of a public library in a community enhances the quality of life in that community. The City and the County therefore desire to work cooperatively to permit the County to operate the Library as a public library. Toward this end, the City desires to lease the Library to the County and the County desires to lease the Library from the City 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 County will provide each week in a Fiscal year at the Library and is the sum of Base Hours and Extra Hours.

"**Base Hours**" means the number of hours of Library Services that the County will provide each week in a Fiscal Year to all County-operated libraries. The County is responsible for the cost of providing Library Services during Base Hours.

"**Community Library Manager**" means the person designated as the on-site manager by the Librarian.

"**Extra Hours**" means the number of hours of Library Services that the City elects to obtain from the County each week at the Library that are in excess of Base Hours. The City is responsible for the cost of Extra Hours.

"**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 business; and may be reserved by community groups in accordance with City guidelines.

2. EFFECTIVENESS. This Lease supersedes and replaces the 1941 Lease.

3. LEASE OF LIBRARY. The City hereby leases to the County and the County hereby leases from the City, the Library.

4. 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 during the Term of this Lease.

5. TERM. The "**Initial Term**" of this Lease begins on July 1, 2010 and ends June 30, 2011.

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 5.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, 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 proposed termination date. In the event of termination, the County shall leave the Premises and all City Materials, as defined in Section 11.B below, in good working order, and shall remove only County Materials, as defined in Section 11.A below.

6. **USE**.

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

B. City's Use of Library. The City may use the Library (including Meeting Rooms) during and outside the Library's normal operating hours, so long as such use does not interfere directly with normal community library functions. The City 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 13. Indemnification. The City shall establish use guidelines for the use of Meeting Rooms, schedule use of the Meeting Rooms, and collect and retain any fees.

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

C. County's Use of Meeting Rooms. City 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, provided that a Library program may not displace a previously scheduled use of a Meeting Room. At no time will the County be charged for use of Meeting Rooms for Library programs.

D. County's Use of Parking Lot. City 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.

7. **MAINTENANCE AND REPAIRS**. The City 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 to other City facilities, or as mutually agreed by the City and the County. City responsibilities for maintenance and repair include:

A. Exterior. All exterior building maintenance including but not limited to the roof, landscaping, hardscape, grounds, pest control, 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, pest control, locks and keys, the servicing and replacement of fire extinguishers, 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 lighting, carpeting, window treatments, and appliances.

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

8. CAPITAL IMPROVEMENTS. If the City and County agree that capital improvements to the Building or the Property are necessary (such improvements, **"Capital Improvements"**), then (i) the City shall provide the Capital Improvements at its sole cost and expense, and (ii) the City shall coordinate the schedule associated with the construction of all Capital Improvements with the Librarian.

9. 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 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.

10. OPERATIONS: HOURS; COSTS.

A. Initial Period. For the Initial Term (i) the number of Base Hours the County will provide, (ii) the number of Extra Hours the City elects to obtain from the County, (iii) the resulting number of Actual Hours, and (iii) the cost to the City of the Extra Hours (such cost, the "**City'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 to the City 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 Extra Hours of Library Services the County anticipates that the City will elect to obtain from the County at the Library in the upcoming Fiscal Year (in the absence of more current information from the City, the County will assume the number of Extra Hours in the upcoming Fiscal Year will be equal to the number of Extra Hours then in effect), (iii) the resulting number of Actual Hours during which Library Services will be conducted at the Library in the upcoming Fiscal Year, and (iv) the cost of the City's Obligation.

C. City Election: Extra Hours. Within 60 days of receiving the Lease Supplement, the City shall notify the Librarian in writing if it intends to modify the number of Extra Hours at the Library in the upcoming Fiscal Year. Such modification may be based on fiscal or other considerations identified by the City.

1. Change in Extra Hours from Prior Fiscal Year. If the County receives a notice modifying the number of Extra Hours desired in the upcoming Fiscal Year within the time allotted, 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 City fails to make a final determination regarding the number of Extra Hours 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 City makes its final determination and a revised Lease Supplement for that Fiscal Year is executed. The final, revised, Lease Supplement will be effective upon its execution by the County and the City.

2. No Change in Extra Hours from Prior Fiscal Year. If the County does not receive a notice modifying the number of Extra Hours desired in the upcoming Fiscal Year within the time allotted, the County and the City shall each execute the original Lease Supplement issued by the Librarian for the upcoming Fiscal Year, which Lease Supplement will become effective on July 1 of the Fiscal Year to which it applies.

D. Invoices; Payment. The County will invoice the City quarterly for the cost of Extra Hours incurred in the prior quarter. The City 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 obligated to pay an amount greater than the amount identified as the City's Obligation in the Lease Supplement in effect for that Fiscal Year.

E. Utilities. The City shall pay for all utilities provided to the Premises, including gas, electricity, water, sewer, fire alarm, intrusion alarm, garbage, and recycling.

F. Technology and Equipment. The County and City 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.

11. 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. All books, furnishings, fixtures, equipment and materials purchased by the City, or foundations or private or public fundraising efforts on behalf of the City, are owned by the City. Together, these books, materials, furnishings, fixtures, and equipment are the "**City Materials**." City Materials will be identified in the County's Integrated Library System and a list of these shall be provided annually to the City, upon request.

C. Replacement of FF&E. From time to time, City and County will jointly determine if City-owned furnishings, fixtures and equipment are in need of repair or replacement, or, if applicable, a schedule for replacing City-owned furnishings, fixtures and equipment. The City shall carry out, and bear the cost of, such repair or replacement as soon as is practically and fiscally possible.

D. Public Art. The City 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.

12. INSURANCE

A. Liability Insurance

1. County. Throughout the Term, the County shall maintain in full force and effect, at its sole expense, either (i) comprehensive general liability insurance in commercially reasonable amounts, but in no event in an amount less than $3,000,000 per occurrence, 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 general 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, 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 with respect to liability imposed on the County under this agreement, and (iii) contain a severability of interest clause.

2. City. Throughout the Term, the City shall maintain in full force and effect, at its sole expense, either (i) comprehensive general liability insurance in commercially reasonable amounts, but in no event in an amount less than $3,000,000 per occurrence, 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 general 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 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 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, 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. Throughout the Term, the City 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 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.

13. INDEMNIFICATION

A. By County. County shall indemnify, defend and hold the City 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, except to the extent caused or contributed to by (i) the structural, mechanical, or other failure of buildings owned or maintained by the City, and/or (ii) the negligent acts, errors, or omissions of the City, its officers, agents or employees.

B. By City. The City shall indemnify, defend and hold the County harmless from City'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, its officers, agents or employees with respect to the Property, or the City's performance under this Lease, or the City's use of the Property, or the structural, mechanical or other failure of buildings owned or maintained by the City, except to the extent caused or contributed to by the negligent acts, errors, or omissions of the County, its officers, agents, or employees.

14. HAZARDOUS MATERIAL. The City warrants to the County that the City 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 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 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.

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 thirty (30) days after receipt of a written notice of failure from the City to

the Librarian with a copy to the County Administrator; provided, however, that the County will have additional time, up to an additional one hundred twenty (120) days, 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. The City'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 failure from the County to the City 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 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 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, the County may (i) terminate this Lease and quit the Premises, or (ii) suspend operation of Library Services until the default is cured.

B. By City. Upon the occurrence of a Default by the County, the City 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 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.

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 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, in good condition, ordinary wear and tear, and damage by casualty, condemnation, acts of God, and

the City's failure to make repairs required of the City excepted. Upon termination of this Lease, the County shall remove the County Materials from the Premises within one hundred eighty (180) days, unless otherwise agreed to in writing by the City.

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:	Philip A. Vince, City Manager 525 Henrietta St., Martinez, CA 94553 Phone: (925) 372-3505 Facsimile: (925) 229-5012
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 Martinez, CA 94553-4711 Phone: (925) 313-7250 Facsimile: (925) 313-7299

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 R. Awenius
Real Estate Manager

By _____
Anne Cain
County Librarian

APPROVED AS TO FORM:

SHARON L. ANDERSON, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel

CITY

CITY OF _____, a municipal corporation of the State of California

By: _____
Philip A. Vince
City Manager

APPROVED AS TO FORM:

By: _____
Jeffrey A. Walter
City Attorney

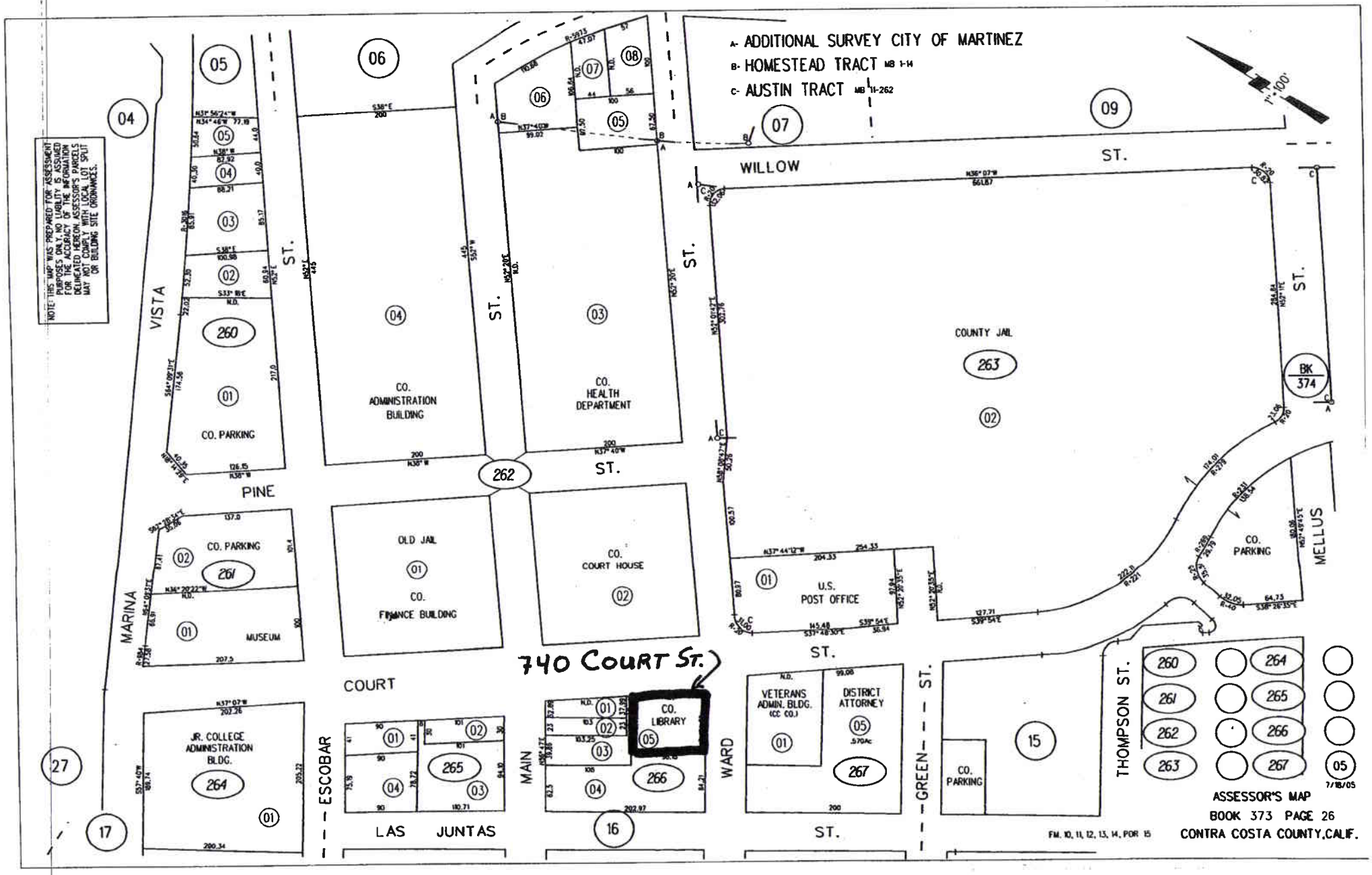
A- ADDITIONAL SURVEY CITY OF MARTINEZ
B- HOMESTEAD TRACT MB 1-14
C- AUSTIN TRACT MB 11-262
1" = 100'
NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.
VISTA
MARINA
PINE
COURT
LAS JUNTAS
ESCOBAR
MAIN
WARD
GREEN
THOMPSON ST.
MELLUS
WILLOW
ST.
CO. PARKING
CO. ADMINISTRATION BUILDING
CO. HEALTH DEPARTMENT
COUNTY JAIL
OLD JAIL
CO. FINANCE BUILDING
CO. COURT HOUSE
U.S. POST OFFICE
MUSEUM
JR. COLLEGE ADMINISTRATION BLDG.
740 COURT ST.
CO. LIBRARY
VETERANS ADMIN. BLDG. (CC CO.)
DISTRICT ATTORNEY
.570Ac
BK 374
ASSESSOR'S MAP
BOOK 373 PAGE 26
CONTRA COSTA COUNTY, CALIF.
FM. 10, 11, 12, 13, 14, POR 15
7/18/05

EXHIBIT "A"

EXHIBIT B

Martinez Library

Main Level

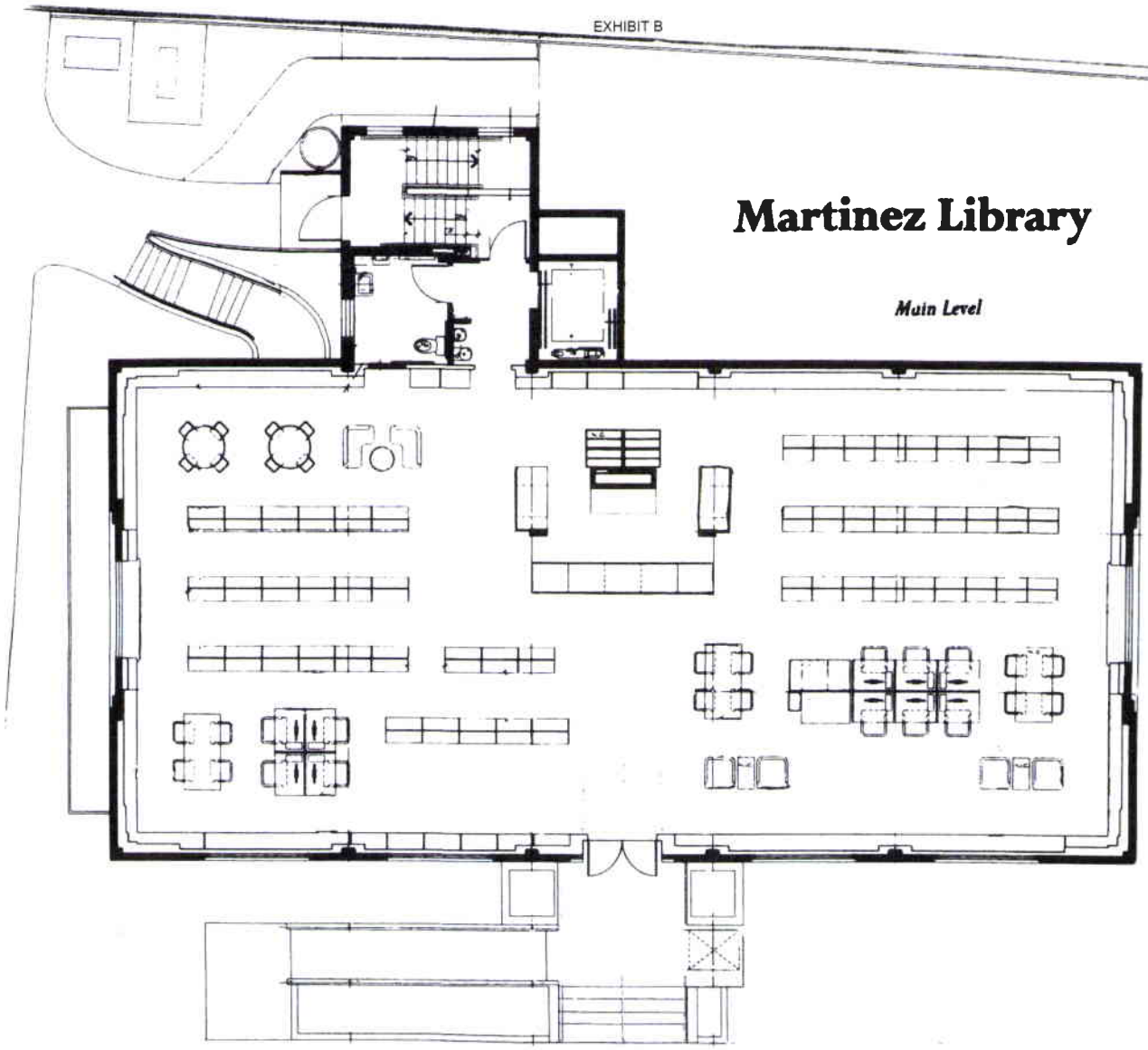

EXHIBIT B

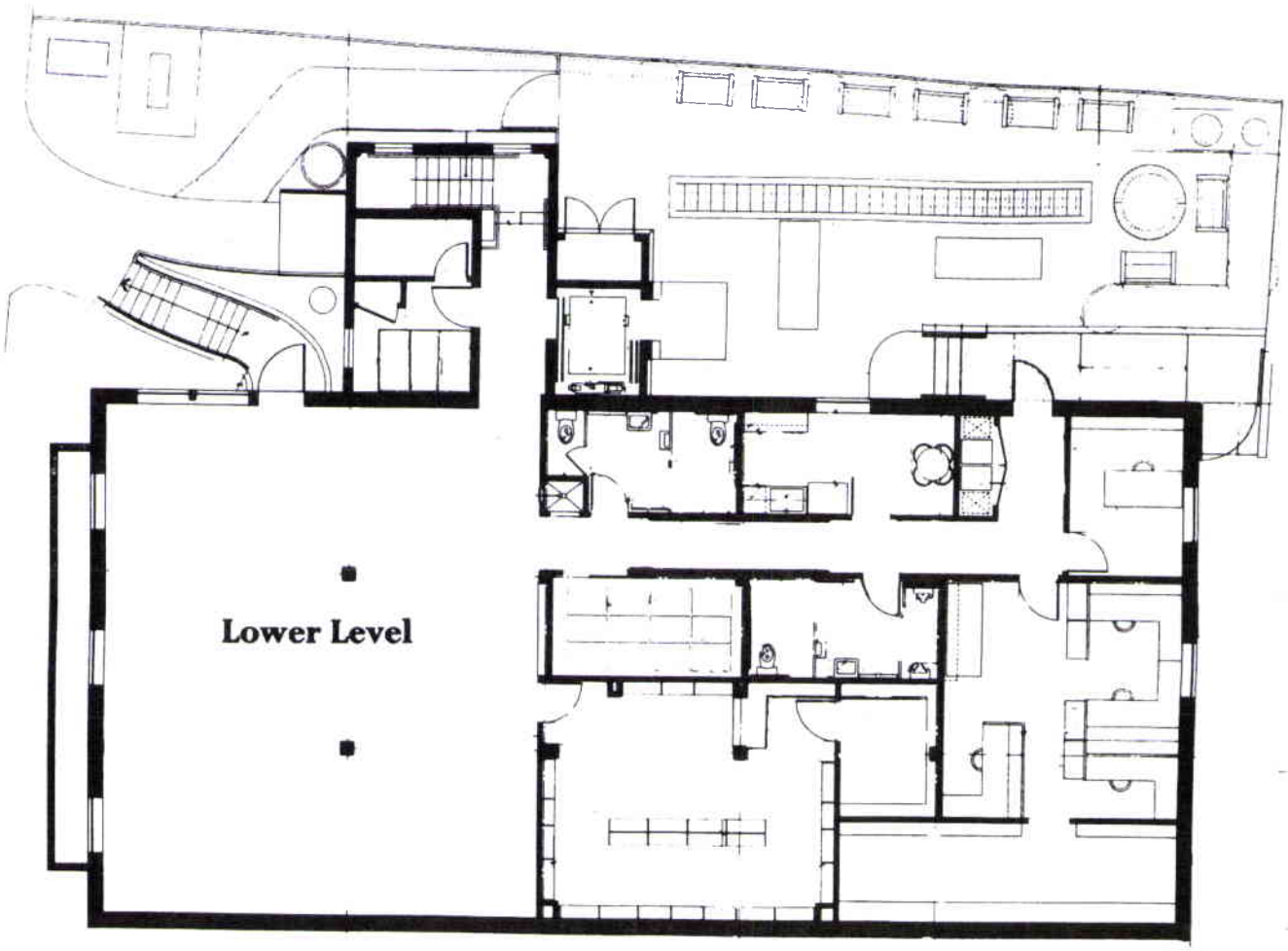

EXHIBIT C

Form of Lease Supplement

LEASE SUPPLEMENT No. [1]

This Lease Supplement No. [1] is dated November 17, 2010 and supplements the Lease dated November 17, 2010 (the "**Lease**") between the City of Martinez, a municipal corporation of the State of California (the "**City**"), 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 to be provided by the County in the Fiscal Year beginning July 1, 2010, is 35.

2. The number of Extra Hours to be provided in the Fiscal Year beginning July 1, 2010 is zero (0).

3. The number of Actual Hours to be provided in the Fiscal Year beginning July 1, 2010 is 35.

4. The City's Obligation for the Fiscal Year beginning July 1, 2010 is zero dollars ($0.00).

5. This Lease Supplement No. [1] is effective in accordance with the terms of the Lease.

COUNTY

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

By: _____
Anne Cain
County Librarian

CITY

CITY OF MARTINEZ, a municipal corporation of the State of California

By: _____
Philip A. Vince
City Manager

EXHIBIT D

Operations Plan

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

1. Oversight: 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 is responsible for the cost of the acquisition of the Components in future years beyond the Technology Upgrade provided for in the County's "Martinez Library Technology Plan" attached hereto as Exhibit D-2. The parties will collaborate on the timing and nature of future component purchases and the County will apprise the City of any quotes it receives for the procurement of new technology equipment.

B. Communications Equipment.

1. Voice Communication. The County currently owns and manages the voice communications system at the Library and agrees to continue to do so until such time as a complete replacement of the system is necessary as agreed upon by both parties. The non-recurring system replacement, installation and transition costs associated with integration into the City's phone system shall be divided equally among the parties. All recurring costs thereafter related to the operation, maintenance, and management of the voice communications system shall be the sole responsibility of the City.

2. Data Communications System. The County will consult with the City and configure a data communications system for the Library, including routers, switches, servers and wireless access (together, "**Data Services**"). The City is responsible for the cost of Data Services; provided, however, the City is not obligated to purchase from the County any component of Data Services 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 Data Services 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 (such network service, "**Wireless Services**"). It is expressly understood and agreed that the Wireless Services are for the exclusive use of the County and patrons of the Library in providing Library Services.

C. Miscellaneous Equipment.

1. The City 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**").

2. 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.

3. Audio Visual Equipment. The City has the option to provide, at its sole cost and expense, any audio-visual equipment used at the Library. Any audio-visual equipment provided by the City at the Library shall be maintained by the City.

D. Obsolescence Avoidance. The County and the City shall work together in good faith to ensure that all equipment and technology services at the Library, including Components, Voice Services, Data Services, Wireless Services, and Specialized Equipment, and excluding copiers (together, "**Technology**"), are adequate for the Library's needs and that costs are within the City's fiscal parameters and approved by the City in advance.

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

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

EXHIBIT D-2

20-October-2010			**Martinez Library Technology Plan**		
County Responsibility					
Discard	Move	Purchase	Description	Estimated price	Extended price
		8	Public Computers with Monitors	$1,550.00	$12,400.00
		7	Staff Computers with Monitors	$1,550.00	$10,850.00
		2	Catalog Computers with Monitors	$1,800.00	$3,600.00
		1	Print station	$3,600.00	$3,600.00
		1	Color printer	$1,000.00	$1,000.00
	1		Cisco 2621XM Router		$0.00
	1		Cisco Switches 48 ports		$0.00
	1		Netgear Wireless Access points		$0.00
	1		D-Link wireless gateway		$0.00
	3		Symbol Ls4006I Scanners/Scanner Stands		$0.00
	1		HP Color Laser 2840/Fax		$0.00
	2		Oki b4350 printers		$0.00
	3		Receipt printer		$0.00
	1		Computer Server		$0.00
	1		UPS		$0.00
			3M		$0.00
		2	R-Series SelfCheck RFID	$21,200.00	$42,400.00
		2	R-series Check-in software	$4,770.00	$9,540.00
		3	895 RFID reader/software	$4,180.00	$12,540.00
		45000	RFID Book Tags	$0.30	$13,500.00
				Total	**$109,430.00**
City Responsibility					
		2	8902 RFID Gates	$13,000.00	$26,000.00
				Total	**$26,000.00**