



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Council Meeting of January 25, 2022

TO: Mayor Bailey and Members of the City Council

VIA: Dante Hall, City Manager

SUBMITTED BY: Patrick Tang, City Attorney
Christopher Roke, Parks and Recreation Director

SUBJECT: Consideration of an Updated Library Services Agreement between the City of Hercules and Contra Costa County

RECOMMENDATION:

Receive staff report, discuss, and consider adopting a resolution authorizing the City Manager to execute the Agreement as described in the Staff Report.

EXECUTIVE SUMMARY:

The Contra Costa County Library system supports the operation of 26 libraries countywide. Operating as a branch library of a larger system has advantages in providing library-related services. The proposed agreement would replace the existing 2007 Agreement. It modifies some of the past practices, more clearly specifies the responsibilities of the parties, and clarifies cost-sharing requirements. The new format is consistent with efforts by the County Library System to standardize cost-sharing throughout the system.

COMMISSION ACTION:

The Community and Library Services Commission reviewed and discussed the proposed revised Agreement at their meeting of November 8, 2021. The Commission approved a resolution recommending that the City Council adopt the revised Agreement, see Attachment 1.

BACKGROUND:

The City of Hercules obtains Library Services from Contra Costa County, which operates the Hercules facility as a Branch Library, within the County Library System. The Library operates as a partnership between the City of Hercules and the Contra Costa County Library System. The existing Agreement dates back to July 1, 2007 and is provided as Attachment 2. Over the years

there have been changes in the operating arrangements due to technological and other developments that have not been updated in the Agreement.

Beginning in 2007 the County Library reached out to the Public Manager's Association to discuss changes in the responsibility for facility-related costs. County-wide there were discrepancies in the lease terms with multiple cities since the leases had been negotiated over time, as far back as 1940. In 2010, the final report including a Master Library Lease and Service Agreement was submitted to the County Board of Supervisors. Hercules never executed the updated form of the Lease Agreement. On or about June 8, 2021, Interim City Manager Steven Falk was contacted by Stacey Sinclair, the County's Senior Real Property Agent, requesting that a revised Agreement be reviewed and approved by the City; the proposed Agreement is included as Attachment 3 to this staff report.

Pursuant to the existing Agreement, the Hercules Library building is owned by the City and leased to the County for a forty-year lease term, which terminates March 31, 2047. The lease does not require the payment of rent by the County; the sole consideration for the use of the premises is the County's provision of public library services to the residents of the Hercules community. The existing Agreement requires the City and County to undertake a range of obligations to allow for the operation of the library. The proposed revised Agreement retains the requirements for the City and County to fulfill certain specified obligations but is more specific regarding the allocation of responsibilities.

The recommendation is that the City Manager be authorized to execute an Agreement substantially in the form presented. This would allow the City Manager flexibility to authorize approval of minor changes to the proposed agreement, its exhibits, and/or supplements that will address issues as they arise.

Key Provisions In The Proposed Agreement. The proposed Agreement addresses both the operation of the facility as well as provision of Library Services. Key elements of the proposed agreement are highlighted below.

Recurring Annual Agreement. The form of the proposed Agreement establishes an automatic annual renewal of the lease. Termination by either party requires a minimum one-year notice.

Assignment of Responsibilities. Consistent with the provision of services throughout the county library system, the Agreement defines certain terms which are given special meaning in the Agreement including: Base Hours; Components; Data Communication Equipment; Data Communication Services; Library Services; Specialized Equipment; etc. When assigning the responsibilities for these items the Agreement is referring to the specific definition contained on pages 1 and 2 of the Proposed Agreement (See Attachment 3).

Use of Facility. Section 6 identifies the process to authorize use of the Library for its services and programs. This includes the use of meeting rooms and parking lot. Parks and Recreation Staff are responsible for scheduling the use of facilities; this is consistent with the current practice.

Maintenance, Repairs, Improvements, Alterations – Sections 7-9 of the Agreement require the City to provide maintenance and repairs that keep the Building in good order. There is language that provides for coordination between the two agencies in the event that major improvements are proposed.

Operating Hours and Provision of Additional Hours of Service – Section 10 addresses the Library’s minimum hours of operation.

Operations: Technology and Equipment Costs - Section 12 of the Agreement adds specificity to what the City had previously identified as its responsibility for Library costs. Providing more clearly identified responsibilities will help to better define what each party pays under particular circumstances. The following summarizes the specific areas of responsibility:

“Components” - What is Included: Computers, charging stations (e.g., laptop kiosks), mobile devices, printers, scanners, monitors, keyboards, and related equipment and software used in the Library by the public and staff. The County provided the City with a schedule, which anticipates that the County will incur costs totaling \$37,260 over the next three years for the replacement of component items. Responsible Party: County will specify, acquire and maintain.

“Voice Communication” - What is Included: Telephone system and services. Responsible Party: City.

“Data Communication System” - What is Included: means routers, switches, servers, uninterrupted power supply (UPS) and wireless access points. Responsible Parties: County will acquire and configure the equipment, while the City will pay for the equipment. The County will provide estimates for the expected replacements and will receive City approval prior to the purchase. The City is responsible for the network wiring. Monthly costs for the data services are paid for by the County.

“Miscellaneous Equipment”

1. Specialized Equipment – Fixtures. What is Included: Equipment used for library operations that is not otherwise defined in this Lease, including, but not limited to, book security gates, self-check machines, remote lockers, self-service library access system (e.g., Open+) and any automated material handling equipment used at the Library. Responsible Parties: County will acquire and configure the equipment, while the City will pay for the equipment. The County will provide estimates for the expected replacements and will receive City approval prior to the purchase. City staff note: These expenses would be subject to Council approval via the City’s budget adoption process; the time required for this should be factored into any plans by the County to acquire or upgrade equipment falling in this category. City staff also questions why some costs, for example self-check machines, which were previously the responsibility of the County, are under this proposed agreement shifted to the City.

2. Copiers. What is Included: Public and Staff copy machines. Responsible Parties: County will provide and maintain at their sole cost and expense.

3. Audio-Visual Equipment. What is Included: Television(s), projector(s); screens; etc.
Responsible Parties: City will provide and maintain at their sole cost and expense.

Ownership of Contents – Section 13 of Agreement. This section specifies that books, materials, and equipment purchased by the County remain under their ownership. The section also identifies that there will be communication between the two parties in the event that the City-owned furnishings and/or equipment are in need of repair and/or replacement. The remainder of the Agreement includes discussion of various business terms including, insurance, indemnification and other matters.

NEXT STEPS: Provided the draft resolution authorizing the City Manager to enter into the proposed Agreement is approved by the City Council, the Agreement will be subject to final approval by the Board of Supervisors.

ATTACHMENTS:

1. Resolution of the Community and Library Services Commission
2. Existing Lease and Operating Agreement
3. Proposed Lease and Operating Agreement
4. Resolution Approving An Agreement With Contra Costa County For Library Operations