

**LIBRARY SUBLEASE**

**and**

**SERVICE AGREEMENT**

**Between**

**COUNTY OF CONTRA COSTA**

**and**

**THE CITY OF SAN PABLO**

**May 24, 2017**

**LIBRARY SUBLEASE AND SERVICE AGREEMENT**

**BETWEEN**

**COUNTY OF CONTRA COSTA AND THE CITY OF SAN PABLO**

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**LIBRARY SUBLEASE  
And  
SERVICE AGREEMENT**

This sublease and service agreement (“**Sublease**”) is dated as of May 24, 2017, and is between the City of San Pablo, 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 has leased certain property located in San Pablo, California that belongs to Mehrzad Mary Pakpour and Art Arjang Pakpour (the “**Owners**”), pursuant to two commercial leases between the City and the Owners, one dated September 15, 2014 and the other dated March 26, 2015, both of which were amended by a first amendment to commercial lease dated February 1, 2016. Together, the two leases and the amendment are the “**Master Lease**.” The property that is the subject of the Master Lease consists of approximately 22,387 square feet of space located at the following addresses: 13721 San Pablo Avenue, 13731 San Pablo Avenue, and 13751 San Pablo Avenue (together, the “**Property**”).
- B. The Property has been improved with the construction of a building that was originally used for retail purposes (the “**Building**”). The Building is being rehabilitated for use as a public library, a community room and a café. That portion of the Building that is used to provide Library Services, as defined below, is shown on the floor plan in the shaded area that is attached as Exhibit A – San Pablo Library – Floor Plan (the “**Library**” or the “**Premises**”). Once rehabilitation of the Building is complete, the Library’s address will be 13751 San Pablo Avenue.
- C. 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 sublease the Library to the County and the County desires to sublease the Library from the City on the terms set forth herein.
- D. The Library Sublease and Service Agreement dated July 1, 2013 between the County and the City, under which the County sublet from the City real property located at 2300 El Portal Drive, Suite D, in San Pablo for use as a public library (the “**2013 Sublease**”) will terminate 60 days after the Effective Date, as defined below. The purpose of the brief overlap between the 2013 Sublease and this Sublease is to permit an orderly transition from one site to the other.

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.

“**Effective Date**” means the first day that the County provides Library Services at the Library.

“**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.

“**Sublease Supplement**” means a supplement to this Sublease in substantially the form of Exhibit B – Form of Sublease 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 maintaining any portion of the Buildings, including the Premises.

2. **SUBLEASE OF LIBRARY.** The City hereby subleases to the County and the County hereby subleases from the City, the Library.

3. **2013 SUBLEASE.** The 2013 Sublease terminates 60 days after the Effective Date.

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 Sublease. No rent is due or payable from the County to the City during the Term of this Sublease.

5. **TERM.** The “**Initial Term**” of this Sublease begins on the Effective Date and ends on the earlier to occur of (i) February 28, 2026, and (ii) the date the Master Lease terminates or expires.

A. Automatic Renewal. Following the Initial Term, the Sublease will automatically renew on a yearly basis unless written notice is given by either party of their intent to terminate the Sublease 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 Sublease will be deemed to mean the Initial Term and each Renewal Term.

B. Termination. Either party may terminate this Sublease 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 10.B below, in good working order, and shall remove only County Materials, as defined in Section 10.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 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.

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 Parking Lot. City may designate Library Staff parking areas. 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 cause the maintenance and repairs described below to be provided to the Premises in order to keep and maintain the Library in good order, condition and repair.

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, and all interior lighting systems, including the replacement of all fixtures and bulbs.

C. Fixtures and Furnishings. Maintenance and replacement of Library fixtures and furnishings including shelving, lighting, furniture, 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. **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.

9. **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 B – Form of Sublease Supplement.

B. Annual Modifications. Prior to each Fiscal Year during the Term of this Sublease, the Librarian will provide a Sublease Supplement to the City in substantially the form of Exhibit B by March 31 of each year. The Sublease 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 Sublease 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 Sublease 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 Sublease Supplement issued by the Librarian for the upcoming Fiscal Year will be effective until the City makes its final determination and a revised Sublease Supplement for that Fiscal Year is executed. The final, revised, Sublease 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 Sublease

Supplement issued by the Librarian for the upcoming Fiscal Year, which Sublease 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 Sublease Supplement in effect for that Fiscal Year.

E. Utilities. The City shall pay for all utilities provided to the Premises, including gas, electricity, voice communication services, water, sewer, fire alarm, intrusion alarm, garbage, and recycling. County shall pay for monthly usage fee for data communication services.

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 C – Operations Plan.

## 10. 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.

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.

## 11. 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 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.

## 12. 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.

13. **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 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 cleanup 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.

14. **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.

**15. REMEDIES**

A. By County. Upon the occurrence of a Default by the City, the County may, after giving the City written notice of the Default, (i) terminate this Sublease 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.

**16. MISCELLANEOUS**

A. Use of Volunteers. Volunteers are vital and welcome in enhancing the level of service offered in providing Library Services. The City shall assist 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: City Manager  
13831 San Pablo Ave, Bldg. 1  
San Pablo, CA 94806  
Phone: (510) 215-3004  
Facsimile: (510) 235-9417

To County: County Librarian  
Contra Costa County  
777 Arnold Drive  
Martinez, CA 94553  
Phone: (925) 608-7700  
Facsimile: (925) 608-7761

With a copy to: Principal Real Property Agent  
Contra Costa County  
Real Estate Services Division  
255 Glacier Dr.  
Martinez, CA 94553-4825  
Phone: (925) 313- 2220  
Facsimile: (925) 646-0288

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 Sublease.

I. Governing Law. The laws of the State of California govern all matters arising out of this Sublease.

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 Sublease 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 Sublease. All previous conversations, negotiations, and understandings are of no further force or effect.

This Sublease 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 Sublease may be modified only by a writing signed by both parties.

The parties are executing this Sublease on the date set forth in the introductory paragraph.

**COUNTY**

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

By: \_\_\_\_\_  
Melinda Cervantes  
County Librarian

**CITY**

CITY OF SAN PABLO, a municipal corporation

By: \_\_\_\_\_  
Matt Rodriguez  
City Manager

**RECOMMENDED FOR APPROVAL:**

By \_\_\_\_\_  
Karen A. Laws  
Principal Real Property Agent

By \_\_\_\_\_  
Julia R. Bueren  
Public Works Director

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Lynn Tracy Nerland  
City Attorney

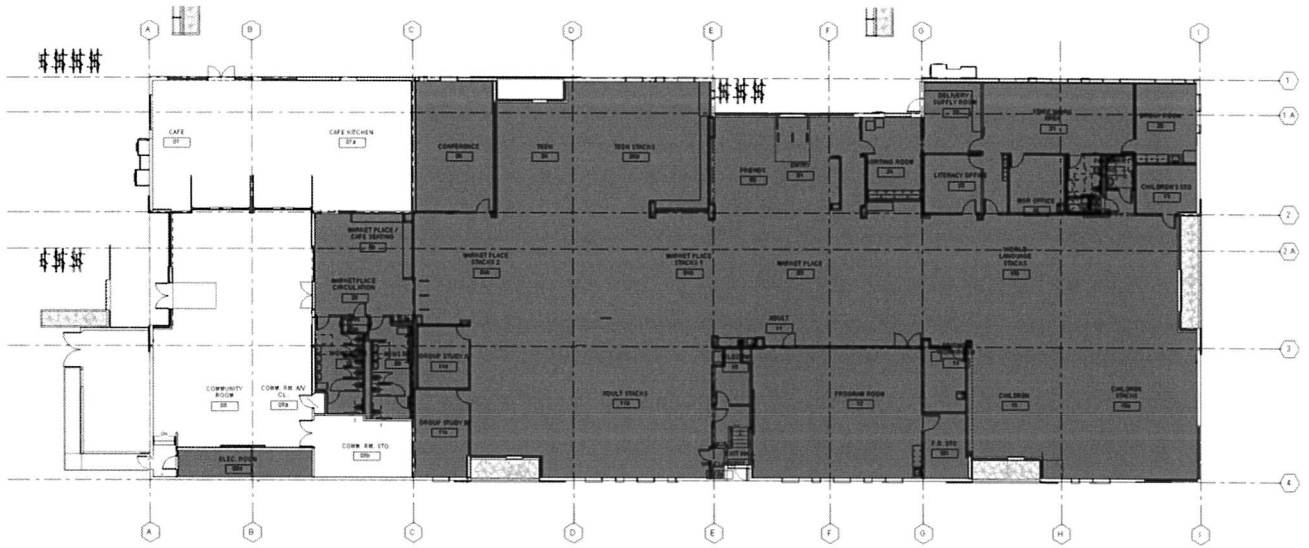
**APPROVED AS TO FORM:**

SHARON L. ANDERSON, COUNTY COUNSEL

By: \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel

# EXHIBIT A

## Library Floor Plan



**EXHIBIT B**

**Form of Sublease Supplement**

SUBLEASE SUPPLEMENT No. [ ]

This Sublease Supplement No. [ ] is dated \_\_\_\_\_ and supplements the Sublease dated May 24, 2017, between the City of San Pablo, 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, 20\_\_ is \_\_\_\_\_.
2. The number of Extra Hours to be provided in the Fiscal Year beginning July 1, 20\_\_ is \_\_\_\_\_.
3. The number of Actual Hours to be provided in the Fiscal Year beginning July 1, 20\_\_ is \_\_\_\_\_.
4. The City’s Obligation for the Fiscal Year beginning July 1, 20\_\_ is \$\_\_\_\_\_.
5. This Lease Supplement No. [ ] is effective in accordance with the terms of the Lease.

**COUNTY**

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

By: \_\_\_\_\_  
Melinda Cervantes  
County Librarian

**CITY**

CITY OF SAN PABLO, a  
Municipal Corporation

By: \_\_\_\_\_  
Matt Rodriguez  
City Manager

## EXHIBIT C

### 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 Components.

B. Communications Equipment.

1. Voice Communication. The City shall provide voice communication equipment and on-going voice services to the Library (together, “**Voice Services**”); provided, however, the City is not obligated to purchase from the County, or manage, any component of Voice Services that is owned by the County and in place at the Library on the Effective Date.

2. Data Communications System. The County will configure a data communications system for the Library, including routers, switches, servers and wireless access (such equipment, “**Data Services**”). The City is responsible for the cost of purchasing 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 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**”); provided, however, the City is not obligated to purchase from the County any equipment that is owned by the County and in place at the Library on the Effective Date.



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 shall provide, at its sole cost and expense, any audio-visual equipment used at the Library. The City shall also obtain, at its sole cost and expense, a maintenance contract for all audio-visual equipment.

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.