

Ninth Amendment to the Memorandum of Understanding
Between the County of Contra Costa, the City of San Ramon and
the Contra Costa Community College District

This ninth amendment ("Ninth Amendment") is dated as of July 1, 2018, and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), the City of San Ramon, (the "City"), and the Contra Costa Community College District (the "College District").

Recitals

- A. The County, the City, and the College District are parties to a Memorandum of Understanding dated June 26, 2007, (the "MOU"). The MOU relates to the operation and maintenance of the Dougherty Station Library located at 17017 Bollinger Canyon Road, San Ramon.

- B. The MOU was amended (i) July 1, 2009, to reflect the schedule of costs and hours of operation for Fiscal Year 2009/10 and 2010/11, (ii) as of June 21, 2011, to reflect the schedule of costs and hours of operation for Fiscal Year 2011/12, (iii) June 11, 2013, to reflect the schedule of costs and hours of operation for Fiscal Year 2012/13 and 2013/14, (iv) July 1, 2014 to reflect the schedule of costs and hours of operation for Fiscal Year 2014/15, (v) July 1, 2016 to reflect the schedule of costs and hours of operation for Fiscal Year 2016/17, and (vi) July 1, 2017, to reflect the schedule of costs and hours of operation for Fiscal Year 2017/18. The parties now desire to further amend the MOU to reflect the schedule of costs and hours of operation for Fiscal Year 2018/19.

The parties therefore mutually agree as follows:

Agreement

- 1. The MOU is hereby amended to include the terms set forth in Attachment A-9, which is attached to this Ninth Amendment.

- 2. All other terms of the MOU remain unchanged.

[Remainder of Page Intentionally Left Blank]

The parties are signing this Ninth Amendment as of the date set forth in the introductory paragraph.

COUNTY

CITY OF SAN RAMON

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

CITY OF SAN RAMON, a municipal
corporation

By _____
Melinda S. Cervantes, County Librarian

By _____
Bill Clarkson, Mayor

RECOMMENDED FOR APPROVAL:

By _____
Joseph Gorton, Interim City Manager

By _____
Brian M. Balbas
Public Works Director

The Foregoing Agreement Has Been
Reviewed and Approval is Recommended

By _____
Karen Laws
Principal Real Property Agent

By _____ Date
Eric Figueroa
Interim Director, Parks & Community
Services

APPROVED AS TO FORM:

SHARON L. ANDERSON
County Counsel

APPROVED AS TO FORM

By _____ Date
Robert Saxe
Interim City Attorney

By _____
Kathleen M. Andrus
Deputy County Counsel

ATTEST:

By _____ Date
Renee Beck
City Clerk

City Council Resolution # _____

COLLEGE DISTRICT

CONTRA COSTA COMMUNITY
COLLEGE DISTRICT, a community
college district duly organized and existing
under and by virtue of the laws of the state
of California

By _____ Date
David Wetmore
Director of Purchasing

HOURS OF OPERATION AND SCHEDULE OF COSTS

A. INTRODUCTION

The City of San Ramon (the “City”), Contra Costa County (the “County”), and the Contra Costa Community College District (the “College District”), are the responsible parties in the administration, funding, and continuing development of the Dougherty Station Library (the “Library”) located at 17017 Bollinger Canyon Road in San Ramon, California.

B. HOURS OF OPERATION

The Library’s base level for hours of operation is thirty-five (35) hours per week. In order to better meet the needs of College students and faculty, as well as the general public, the parties agree to increase the Library Service Hours above the base level to fifty (50) hours per week beginning July 1, 2018, and continuing through June 30, 2019, as follows:

Days	Hours of Operation	Number of Hours
Monday	10:00 a.m. – 8:00 p.m.	10
Tuesday	12:00 p.m. – 8:00 p.m.	8
Wednesday	12:00 p.m. – 8:00 p.m.	8
Thursday	10:00 a.m. – 8:00 p.m.	10
Friday	10:00 a.m. – 5:00 p.m.	7
Saturday	10:00 a.m. – 5:00 p.m.	7
Sunday	Closed	
TOTAL HOURS		50

C. SCHEDULE OF COSTS FOR HOURS OF OPERATION

- C. 1. The County shall pay for personnel costs to operate the Library for 35 hours of Library service, estimated to be \$538,722 for FY 2018/19.
- C. 2. The College shall pay for a portion of the personnel costs, including one half-time Library Specialist, to increase hours of operation for the Library from thirty-five (35) hours to fifty (50) hours, at a cost not to exceed \$100,000.
- C. 3. The City shall pay for a portion of the personnel costs to increase hours of operation for the Library from thirty-five (35) hours per week to fifty (50) hours per week, at a cost not to exceed \$14,246.
- C. 4. If the College brings funding beyond the \$100,000 stated in C.2 through a mid-year budget augmentation, the City’s contribution shall be reduced by the same amount not to exceed the City’s total FY 2018/19 commitment.

D. SCHEDULE OF COSTS FOR LIBRARY MATERIALS

- D. 1. The County shall provide annual funding for materials at the Dougherty Station Library, with a single amount determined using a formula that considers the total population of San Ramon and combined circulation of both the San Ramon and Dougherty Station libraries as a percentage of Contra Costa County Library's service area population and total circulation. The Senior Community Library Manager will then allocate this funding.
- D. 2. The College shall spend a minimum of Fifteen Thousand Dollars (\$15,000) for materials in FY 2018/19. The College will spend these funds, in consultation with the San Ramon Senior Community Library Manager, for materials including, but not limited to:
- Payment for annual subscriptions to serials and standing orders specifically selected by the College in support of the curriculum.
 - Payment to College vendors for books purchased in support of College curriculum.
 - Payment for online databases, e-books and other electronic resources available only to College students and faculty.