



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: February 25, 2020

Subject: Library Lease and Service Agreement with the City of Brentwood, and Revisions to the County's Standard Form Library Lease and Service Agreement

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**RECOMMENDATION(S):**

AUTHORIZE the County Librarian, or designee, to execute a Library Lease and Service Agreement with the City of Brentwood for the operation of the Brentwood Library located at 104 Oak Street, Brentwood.

APPROVE changes to the form of the County's standard from Library Lease and Service Agreement.

**FISCAL IMPACT:**

No fiscal impact. The proposed changes to language in the Library Lease and Service Agreement relate to how the County and cities share responsibility for purchasing, maintaining and replacing equipment reflect current and historical practices. The proposed changes to the indemnification language of the Library Lease and Service Agreement are consistent with State law related to design immunity.

**BACKGROUND:**

The County took occupancy of the newly constructed Brentwood Library on September 17, 2018, shortly before the library opened to the public. The County has been providing library

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY  
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **02/25/2020** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: February 25, 2020

David Twa, County Administrator and Clerk of the Board of Supervisors

By: Stephanie Mello, Deputy

Contact: Stacey Sinclair, 925.  
957-2464

cc:

services at the library since it opened to the public on September 29, 2018. The lease for the Brentwood Library incorporates changes to the standard form library lease that was approved by the Board of Supervisors in 2010. Staff

## BACKGROUND: (CONT'D)

recommends that these changes be incorporated into the County's standard form Library Lease and Service Agreement. The first set of changes is to language that describes each jurisdiction's responsibilities for purchasing, maintaining and replacing equipment used in library operations, primarily technology-related equipment. The second set of changes is to the indemnity provisions, which hold each entity responsible for its own actions.

### Changes to Cost Sharing Related to Equipment

The cost sharing contemplated by the original terms of the Library Lease and Service Agreement, which required cities to pay for all technology-related equipment housed in the library, proved to be too burdensome for the cities and inconsistent with the manner in which the County acquires technology-related equipment for libraries.

In order to rectify the issues raised by requiring cities to pay for consumable technology (public/staff computers, scanners, printers, digital lobby signage, WiFi network, servers, etc.), the County Librarian recommends that the language be revised to reflect current practices. The recently negotiated library lease with the City of Brentwood reflects the proposed changes to the Library Lease and Service Agreement. Under the revised agreement, the County is responsible for the cost of replacing consumable technology throughout the County Library system.

Over the last 20 years, cities have invested significantly in replacing old and outdated library buildings with new and modern facilities, and have generally paid for the infrastructure for technology (CAT6 cabling, audiovisual in meeting rooms, security gates, self-check machines, WiFi Access Points and cabling, telephones and security cameras). As a result, cities are bearing more of the cost of library operations. By assuming responsibility for the cost of consumable technology throughout the County Library system, the County is ensuring that library users throughout the County enjoy equal access to digital media.

### Changes to Indemnity Provisions

The original Library Lease and Service Agreement includes "mutual" indemnification language. This means the city and the County are each indemnifying the other for liabilities that arise as a result of the acts of the indemnifying party. The original language provides that the County's indemnification of the city does not apply to the extent the liability is caused or contributed to by the structural, mechanical or other failure of buildings owned or maintained by the city. The new language clarifies that the County's indemnification of the city also does not extend to the extent liability is caused by the design of city-owned buildings or the city-owned fixtures in those buildings.

This clarification is required because the Board of Supervisors has no oversight authority over the design of city-owned buildings or the design or installation of city-owned fixtures. As a result, the risk associated with design and fixture decisions properly rests with the city that has oversight authority. In the case of the Brentwood Library, the City

elected to install, without the County's consent, a wooden archway over the entrance to the children's room, which has the potential to be viewed a climbing structure. However, the reality that the city is responsible for its design/fixture decisions is applicable Countywide.

#### CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve the Library Lease and Service Agreement with the City of Brentwood may reduce library services in the City of Brentwood. Failure to approve the proposed changes to the standard form library lease related to cost sharing will result in a continuing inconsistency between the terms of the agreement and actual practice. Failure to approve the proposed changes to the indemnification language could expose the County to liability that should properly be borne by the city.

#### ATTACHMENTS

Lease & Service Agreement