



Sacramento Public Library Authority

December 1, 2010

Agenda Item 12.0: County of Sacramento MOU for Alarm Maintenance Services

TO: Sacramento Public Library Authority Board Members

FROM: Don Tucker, Director of Facilities

RE: County of Sacramento MOU for Alarm Maintenance Services

RECOMMENDED ACTIONS:

- 1. Approve** the Memorandum of Understanding with Sacramento County Office of Communications and Information Technology for alarm and electronic access services at twenty five Library locations (requires two-thirds Authority Board approval).
- 2. Authorize** the Library Director to sign all documents related to this contract within the approved terms.

REASON FOR RECOMMENDATION

Sacramento County, through the Office of Communications and Information Technology (OCIT), provides fire alarm, intrusion alarm, panic alarms and electronic access systems at twenty five Library locations. These systems have been used at Sacramento Public Library facilities for many years and are installed at County and City of Sacramento Library locations. The only locations without this equipment and service are North Sacramento-Hagginwood (leased), Galt (City of Galt) and Isleton (River Delta School District).

Costs for these services have been charged as a direct expense to County Fund 11 through June 30, 2010. Effective July 1, 2010, however, Sacramento Public Library began directly administering the funds in that account. As provided in Section 15 of the Joint Exercise of Powers Agreement ("JPA"), an agreement with the County is necessary for the County to continue providing this service and to authorize a quarterly invoicing system with the Library.

The annual cost of this service is projected to be \$178,764, which is consistent with Fund 11 expenses for this service in past years. This is a sole source purchase justification requiring a two-thirds (2/3) vote of the Board in accordance with the Authority's Procurement and Contracts Policy. The County is uniquely qualified to provide this service because all of the equipment and communications systems are existing and the County has been identified as a sole source for maintenance and service on these systems.

Library staff is recommending the approval of the MOU to continue the Library alarm services through Sacramento County OCIT.

THIS PAGE INTENTIONALLY LEFT BLANK

SUBJECT:

REPORT AND RECOMMENDATIONS TO THE SACRAMENTO PUBLIC LIBRARY DIRECTOR REGARDING THE IMPLEMENTATION OF THE FINANCIAL PROVISIONS OF THE SACRAMENTO PUBLIC LIBRARY AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT

PREPARED BY:

JPA MEMBER AGENCIES' FINANCE ADVISORY COMMITTEE

DATE:

APRIL 11, 2008

I. PURPOSE OF THIS REPORT

The Sacramento Public Library Authority Joint Exercise of Powers Agreement (JPA) requires that a Finance Advisory Committee be formed to make recommendations to the Library Authority staff regarding the implementation of certain financial provisions of the JPA. Member agencies were invited to appoint a representative to the Finance Advisory Committee. The Finance Advisory Committee met on several occasions to gather data, analyze options and develop recommendations to implement the financial provisions of the JPA.

This Report summarizes the Finance Advisory Committee recommendations regarding the Sacramento Library Authority's financial obligations, one-time and annual direct charges to Fund 11, funding of capital improvements and capital repairs, 2008-09 supplemental funding formula and the 2008-09 indirect cost allocation plan. It should be noted that except for the indirect cost allocation plan, none of these provisions or recommendations apply to City of Sacramento library facilities.

Other advisory matters assigned to the Finance Advisory Committee will be addressed in separate reports.

II. JPA FINANCIAL PROVISIONS

The JPA defines the topics that have been referred to the Finance Advisory Committee (FAC) for review and recommendations. The topics and FAC recommendations are summarized below. The full text of the JPA sections on these financial provisions is found in Attachment 1 to this Report.

1. Finance Advisory Committee (Section 11.e)

The JPA establishes a Finance Advisory Committee to provide recommendations to Authority staff on implementing financial provisions of the JPA, including, but not limited to Base Service levels, County Fund 11 direct charges, supplemental funding allocation formula, facility maintenance and repair funding and capital funding, and indirect costs.

FAC Comments:

The Finance Advisory Committee has conducted seven meetings to date. All member agencies have been invited to attend, and representatives from the County and the cities of Citrus Heights, Elk Grove, Rancho Cordova and Sacramento have participated in some or all of the meetings. This Report represents the consensus recommendations of the FAC.

2. Funding Sources (Section 11.c.(iv))

The JPA requires that all property tax receipts allocated to the county free library system and received for library purposes by the County Auditor's office be forwarded to the Library Authority without retention of funds by the County, except for the Authority's SCERS pension liabilities, debt service on the North Highlands-Antelope Library, County costs incurred in assessing and collecting property taxes, and as otherwise authorized by the Governing Board of the Authority.

FAC Comments:

As of June 30, 2007, Fund 11 has an undesignated fund balance of \$4,369,643.

The Library Authority's SCERS liability has been estimated to be in the range of \$2.5 million to \$3.5 million.

As of June 30, 2007, the outstanding principal amount of the debt service for the North Highlands-Antelope Library is \$659,000. The principal amount is owed to a different County fund. Interest accrues at 7% per annum.

Recommendation #1:

The FAC recommends that the County and the Library Authority enter into an agreement that memorializes an agreed-upon SCERS pension liability amount, and that this amount be transferred to the County from the existing Fund 11 fund balance to fully fund the Library Authority's SCERS pension liability.

Recommendation #2:

The FAC recommends that the principal amount of the North Highlands-Antelope Library debt be paid in full from the existing Fund 11 fund balance.

Recommendation #3:

Consistent with the JPA Section 11.c.(iv), it is recommended that the remaining Fund 11 cash and fund balance as of June 30, 2008 be remitted to the Library Authority, after transferring the North Highlands/Antelope principal amount and the agreed-upon SCERS liability amount to other County funds.

Recommendation #4:

Consistent with the JPA Section 11.c.(iv), it is recommended that the County Auditor's office distribute the annual property tax receipts allocated to the county free library system to the Library Authority on the same schedule as all other taxing entities in the County, withholding only the allocated County costs incurred in assessing and collecting property taxes as permitted by statute and as charged to other taxing entities.

All other County services should be provided by direct contract with the Authority as provided in Section 15 of the JPA.

3. Funding Capital Improvements and Capital Repairs (Section 12.d)

The JPA requires member jurisdictions that own library facilities to be responsible for the capital improvements and capital repairs made to those library facilities.

The JPA also requires the Board to develop a funding mechanism for capital improvements and capital repairs to existing libraries maintained by member agencies, taking into account that some of these costs have historically been paid from County Fund 11.

FAC Comments:

For libraries in the County, Rancho Cordova, Elk Grove, Citrus Heights, Galt and Isleton, the member agency that owns the library facility should continue to retain full responsibility for capital improvements and capital repairs. Since Fund 11 dollars have been used to pay for capital improvements and repairs in the past, the Library Authority should continue to use these funds for capital maintenance, capital repairs, preventative maintenance and property insurance for existing library facilities.

The FAC considered several formula options for distribution of library funds for these purposes. On a long term basis, it was concluded that a per square foot formula would best reflect the ongoing cost of capital maintenance, capital repairs, preventative maintenance and property insurance.

Recommendation #5:

Annually, the Library Authority should provide a payment to each member agency that owns and maintains a library facility for capital maintenance, capital repairs, preventative maintenance and property insurance from the property taxes allocated to the county free library system.

The annual payment should be calculated by multiplying the gross square footage of the library facilities maintained by a member agency by \$7.00 per square foot for fiscal year 2008-09. Operating leases for facilities that are maintained by the property owner should not be included in the calculation.

Member agencies must deposit and retain these funds in a separate fund to pay for library facility capital maintenance, capital repairs, preventative maintenance and property

insurance. Funds should not be used for expansion of library facilities, or for other purposes.

The annual payments from the property tax allocated to the county free library system for capital maintenance, capital repairs, preventative maintenance and property insurance should be considered to be part of the funding for Base Services, and not a part of the annual Supplemental Funding Amount allocated pursuant to the JPA.

Recommendation #6:

The amount per square foot allocated under this formula should be adjusted annually by the Library Authority Board by the change in the Engineering News Record – Construction Cost Index (ENR-CCI 20-City Average), and reviewed periodically to assure that continued Library Authority funding is available, and that library facilities are adequately maintained.

Recommendation #7:

Member agencies may supplement the annual payment with their own funds. The Library Authority shall not be responsible for capital maintenance, capital repairs, preventative maintenance and property insurance costs that exceed the annual payments from the property taxes allocated to the member agencies.

Should the Library Authority incur any costs for capital maintenance, capital repairs, preventative maintenance and property insurance, the Authority should, with appropriate approval of the member agency, bill the member agency for those costs.

4. Services Provided to Authority by Parties (Section 15)

The JPA permits member agencies to enter into a contract with the Library Authority to provide system-wide services to the Library Authority, with payment for services rendered based on periodic invoices.

FAC Comments:

The FAC recognized that certain services for all library locations can be provided most economically by a single service provider. The alarm services and vehicle maintenance services provided by the County are examples.

Recommendation #8:

It is recommended that the Library Authority continue to use single service providers where economical. In all cases where these services are provided by a member agency, the Library Authority should enter into a contract with that agency. The member agency providing the service should invoice the Library Authority for payment for services rendered.

5. Supplemental Funding amount and allocation formula (Section 11.c.(v)) and Appendix B)

The JPA establishes a formula for allocating a “supplemental funding amount” to each agency. The total annual supplemental amount is the available dollars that remain after funding base Library services and adequate reserves. The amount of supplemental funding that each member agency may designate for enhanced services is determined by a formula that includes three equally weighted factors: the agency’s proportion of property taxes generated within the agency’s boundary, the agency’s circulation percentage and the agency’s service area population.

Recommendation #9

The supplemental funding formula factors will change each year. Attachment 2 to this Report provides the analysis and recommended supplemental funding factors for the 2008-09 Library Authority fiscal year.

6. Budget for Base Services - Indirect Costs (Section 11.c.(iii))

The JPA requires the Library Authority to prepare a cost allocation plan using federal guidelines for allocating indirect support costs to branch libraries.

FAC Comments:

The FAC has reviewed and concurs with the cost allocation plan prepared by the Matrix Consulting Group that will be used to allocate indirect costs in the 2008-09 Library Authority budget.

Recommendation #10

It is recommended that the Library Authority implement the cost allocation plan prepared by the Matrix Consulting Group for base services and enhanced services in the 2008-09 fiscal year.

ATTACHMENT 1**FINANCIAL PROVISIONS OF THE SACRAMENTO PUBLIC LIBRARY
AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT****Section 11.c.(iii) Budget for Base Services**

The Authority shall prepare an annual Proposed Budget that identifies the direct cost of Base Services for each library. In addition, the Authority shall allocate indirect costs to each library according to an annual cost allocation plan prepared in accordance with Federal Office of Management and Budget Circular A-87.

Section 11.c. (iv). Funding Sources

All revenue received from the portion of the property tax allocated to the county free library system (County Fund 11) shall be collected by the County Auditor and remitted to the Authority without retention of funds by the County, except for payments due from the Authority to the County pursuant to the agreement dated May 28, 1996 relating to the Authority's pension liabilities to the County, debt service on the North Highlands-Antelope Library, allocated County costs incurred in collecting property taxes as permitted by statute, and as otherwise authorized by the Governing Board of the Authority.

Prior to the beginning of Fiscal Year 2008-2009, the Finance Advisory Committee shall work directly with, and provide recommendations to Authority staff concerning other direct charges charged against County Fund 11.

Section 11.c.(v). Annual Supplemental Funding Amount

After allocating direct and indirect costs for Base Services and setting aside prudent reserves, the Authority shall calculate the amount of remaining available funds, defined as the Annual Supplemental Funding Amount, which may be used for Enhanced Services.

Annual Supplemental Funding Amounts shall be allocated for use in libraries in Parties' jurisdictions according to the formula outlined in Appendix B. For purposes of this Agreement, the Rancho Cordova Library at 9845 Folsom Boulevard is considered to be located in Rancho Cordova. The Governing Board shall have the authority to revise the formula.

Any annual losses to the Authority's funding resulting from the establishment or expansion of redevelopment project areas within a Party's jurisdiction after the effective date of this Agreement shall be reimbursed to the Authority by deduction from the Party's proportionate share of the Annual Supplemental Funding Amount.

Each Party shall determine how to allocate its proportionate share of the Annual Supplemental Funding Amount for library services. Parties' Annual Supplemental Funding Amount may be used for Enhanced Services such as additional hours of service

or additional collection materials, including any additional indirect costs, capital investment, maintenance and repairs, or other library purposes, or may be retained in a reserve held in that Party's name for those purposes.

The Authority will set up reserve accounts within the fund accounting system to track any carryover of Parties' Annual Supplemental Funding Amounts.

Section 11.e. Finance Advisory Committee

A Finance Advisory Committee shall be established at the staff level. The Committee shall have representation from all Parties and shall work directly with, and provide recommendations to Authority staff on implementing financial provisions of this Agreement, including, but not limited to, Base Service level (Section 11c(i), Appendix A), County Fund 11 direct charges (Section 11c(iv)), supplemental funding allocation formula (Appendix B), facility maintenance and repair funding and capital funding (Section 12) and indirect costs (Section 11c(iii)).

Section 12.c. Maintenance and Repair of Facilities

Parties that own library facilities shall be responsible for all capital improvements and capital repairs made to their respective library facilities, including major repair and replacement of building structure, HVAC systems, plumbing, roofing and other elements. Should the Authority incur any costs for a capital improvement or capital repair, the Authority shall, with appropriate approval of the Party, bill the Party for costs that were the responsibility of the Party.

The Authority shall be responsible for providing and funding janitorial, landscape and other routine maintenance for all facilities.

Section 12.d. Funding Capital Improvements and Capital Repairs

For libraries in County, Rancho Cordova, Elk Grove, Citrus Heights, Galt and Isleton, the Governing Board shall develop a methodology for providing necessary funding for capital improvements and capital repairs that shall take into account the fact that some of these costs have historically been paid from County Fund 11. Prior to the beginning of Fiscal Year 2008-2009, the Finance Advisory Committee shall work directly with Authority staff to provide recommendations on implementing this methodology.

Section 15 Services Provided to Authority by Parties

Any Party may provide system-wide or other services to the Authority, pursuant to contracts entered into between the party and the Authority, which contract shall provide for the payment by the Authority for services rendered based on periodic invoices. These services may include, by way of example only, vehicle maintenance services or alarm security services.

JPA APPENDIX BSupplemental Funding Allocation FormulaProperty Tax Percentage

The Authority shall calculate each Party's percentage of property taxes contributed to the county free library system (County Fund 11) (which shall sum to 100%), based on the County Auditor's office calculation of these amounts, including amounts allocated from the Special District Augmentation Board (SDAF), from the most recently completed fiscal year.

NOTE: The methodology for this allocation shall be consistent with the methodology used in the County Auditor's June 5, 2006 report. The methodology will be detailed in a separate document.

Circulation

The Authority shall determine the circulation percentage for each Party from the most recent fiscal year. Circulation percentage shall be defined as the circulation taking place in all libraries within the Party's jurisdiction divided by the total circulation taking place in all libraries within the Authority, as calculated during the period of the most recently completed fiscal year.

NOTE: This definition excludes customer initiated web-based circulation that does not take place within a library building.

Service Area Population

The Authority shall determine the "service area population" percentage for each Party from the most recent fiscal year. Service area population percentage shall be defined as population of the service area served by each library, as determined by library service area mapping.

Annual Supplemental Funding Factor

The Authority shall calculate each Party's "Annual Supplemental Funding Factor" which shall be the average of each Party's percentage of property taxes, each Party's circulation percentage and each Party's service area population percentage. Each Party's supplemental funding factor shall be multiplied by the total Annual Supplemental Funding Amount to determine each Party's proportionate share of the total Annual Supplemental Funding Amount.

ATTACHMENT 2**SUPPLEMENTAL FUNDING FACTOR CALCULATION FOR FY 2008-09**

Agency	Property Tax Percentage (1)		Circulation Percentage (2)		Service Area Population (3)		Annual Supplemental Funding Factor
	Amount	Percentage	Amount	Percentage	Amount	Percentage	
Isleton	\$ 15,734	0.08%	\$ 24,707	0.77%	\$ 2,350	0.27%	0.37%
Galt	\$ 469,301	2.29%	\$ 124,431	3.87%	\$ 25,777	2.92%	3.03%
Citrus Heights	\$ 1,625,526	7.94%	\$ 321,910	10.00%	\$ 117,035	13.25%	10.40%
Elk Grove	\$ 3,176,451	15.52%	\$ 625,041	19.42%	\$ 148,249	16.79%	17.24%
Rancho Cordova Unincorporated County	\$ 1,834,327	8.96%	\$ 278,123	8.64%	\$ 118,102	13.37%	10.33%
Total	\$ 20,470,255	100.00%	\$3,219,235	100.00%	\$ 883,011	100.00%	100.00%

Footnotes:

(1) County of Sacramento Department of Finance Auditor Controller Division; Library Authority - Actual Property Tax Revenue Analysis Fiscal Year 2006-2007.

(2) Sacramento Public Library Millenium System; Cumulative Circulation for Fiscal Year 2006-2007.

(3) County of Sacramento Municipal Services Agency GIS Division; Service Area Map - July 2007 (Fiscal Year 2006-2007).

THIS PAGE INTENTIONALLY LEFT BLANK

**AGREEMENT FOR
ALARM MONITORING AND MAINTENANCE SERVICES**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2010, by and between the COUNTY OF SACRAMENTO, a political subdivision of the state of California (hereinafter referred to as "COUNTY") and the SACRAMENTO PUBLIC LIBRARY AUTHORITY, a California joint powers agency (herein referred to as "AGENCY").

RECITALS

WHEREAS, the COUNTY maintains an Electronics and Security Services Program;

WHEREAS, the COUNTY is willing to provide the AGENCY with alarm monitoring and maintenance services for a fee;

WHEREAS the AGENCY is willing to reimburse the COUNTY costs for these services;

WHEREAS, the COUNTY and the AGENCY desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the COUNTY and the AGENCY agree as follows:

1. SCOPE OF SERVICES

COUNTY shall provide continuous signal monitoring, and equipment repair and support services of the AGENCY's alarm systems for the AGENCY facilities listed in Paragraph 3, below. At AGENCY'S written request, the COUNTY is willing to support additional facilities not listed in Paragraph 3.

2. TERM OF AGREEMENT

The initial term of this agreement is for a period of one (1) year effective July 1, 2010 and ending June 30, 2011. Upon expiration of the initial term, the agreement shall renew automatically for successive periods of one year unless either party gives the other party written notice of termination no later than 30 days prior to the end of the renewal period.

3. COMPENSATION/FEES

The AGENCY shall pay the COUNTY the following annual fees:

- Fire Alarm Monitoring \$1,425.73 x 18 facility(ies)
- Fire Alarm Service \$3,282.80 x 12 facility(ies)
- Intrusion Alarm Monitoring \$ 990.10 x 25 facility(ies)
- Intrusion Alarm Service \$1,672.22 x 25 facility(ies)
- Panic Alarm Monitoring \$1,157.91 x 1 facility(ies)
- Panic Alarm Service \$1,961.29 x 1 facility(ies)
- Card Access Service \$2,017.82 x 20 facility(ies)
- Overhead Paging Service \$1,584.60 x 3 facility(ies)

Facility	Fire		Burglary		Panic		Card Access	Overhead Paging
	Monitoring	Service	Monitoring	Service	Monitoring	Service	Service	Service
Arcade Library	X		X	X			X	
Arden-Dimick Library	X		X	X			X	
Belle Cooleedge Library	X	X	X	X			X	
Carmichael Library	X	X	X	X			X	
Central Library	X	X	X	X	X	X	X	
Colonial Heights Library	X	X	X	X			X	
Del Paso Heights Library	X	X	X	X			X	
Elk Grove Library	X	X	X	X			X	X
Fair Oaks Library	X		X	X			X	
Hagginwood Library			X	X				
Library Courtland			X	X				
McClatchy Library	X	X	X	X			X	
McKinley Library			X	X			X	
MLK Library	X	X	X	X			X	
Natomas Library	X	X	X	X			X	
North Highlands Library	X	X	X	X			X	
North Natomas Library	X	X	X	X			X	X
Orangevale Library			X	X				
Rancho Cordova Library	X		X	X			X	
Rio Linda Library			X	X				
Robbie Water Library			X	X			X	
Southgate Library	X		X	X			X	
Sylvan Oaks Library	X		X	X			X	
Valley High Laguna Library	X	X	X	X			X	X
Walnut Grove Library *			X	X				

* Alarm cost is based on 59.42% occupancy.

Total annual fees \$178,764

The above fees shall be recalculated on an annual basis and exclude any additional services not covered in Paragraph 1 and requested by the AGENCY. Any such additional services shall be billed on a Time and Materials basis. COUNTY may increase the fees provided in this paragraph to be effective at the start of the renewal period. Written notice of such increase shall be given to AGENCY no later than 45 calendar days prior to the start of the renewal period..

4. INVOICES

- a. COUNTY shall submit to AGENCY itemized invoices on a quarterly interval.
- b. AGENCY agrees to pay COUNTY within 30 days of receipt of each invoice.

c. COUNTY shall send all invoices to:

Sacramento Public Library
828 I Street
Sacramento, CA 95814
(916) 264-2770
Attention: Finance

5. COMPLIANCE WITH LAWS

AGENCY and COUNTY shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

6. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

7. MUTUAL HOLD HARMLESS

AGENCY shall be responsible for damages caused by the acts or omissions of its officers, employees and agents occurring in the performance of this Agreement. COUNTY shall be responsible for damages caused by the acts or omissions of its officers, employees and agents occurring in the performance of this Agreement. It is the intention of COUNTY and AGENCY that the provisions of this paragraph be interpreted to impose on each party, responsibility for the acts of their respective officers, employees and agents. It is also the intention of COUNTY and AGENCY that, where comparative negligence is determined to have been contributory, principles of comparative negligence will be followed and each party will bear the proportionate cost of any damage attributable to the negligence of that party, its officers, employees and agents.

Each party to this Agreement agrees to provide the other party written notification within thirty (30) days of receipt of any claim or lawsuit arising from this Agreement.

8. TERMINATION

- a. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing.
- b. AGENCY may terminate or amend this Agreement immediately upon giving written notice to COUNTY: 1) if advised that funds are not available from external sources for this Agreement or any portion thereof; 2) if funds in AGENCY's yearly proposed and/or final budget are not appropriated by AGENCY for this Agreement or any portion thereof; or 3) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by AGENCY as a result of mid-year budget reductions.
- c. Upon such termination, AGENCY agrees to return to COUNTY within 60 days, everything in its possession provided or controlled by COUNTY under this Agreement.

9. RECORD RETENTION

COUNTY shall maintain appropriate financial records that reflect costs of services provided under this Agreement, and AGENCY shall have reasonable access to COUNTY's financial records for purpose of audit. Such records shall be retained and available for audit purposes for three years from the end of the contract term.

10. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY:

Jing Estacio
Administrative Services Officer
799 G Street
Sacramento, CA 95814
Phone: (916) 874-4965

TO AGENCY:

Donald Tucker
Director of Facilities
828 I Street
Sacramento, CA 95814
Phone: (916) 264-2770

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

11. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

12. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

13. COUNTERPARTS

This Agreement may be executed in counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire contract between COUNTY and AGENCY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and AGENCY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

IN WITNESS HEREOF, the parties have executed this Agreement the date and year first written above.

COUNTY OF SACRAMENTO:

SACRAMENTO PUBLIC LIBRARY AUTHORITY:

By:

By:

Alan S. Douma
Principal Administrative Analyst

Rivkah K. Sass
Director

Date: _____

Date: _____

THIS PAGE INTENTIONALLY LEFT BLANK