# AGREEMENT BETWEEN THE
## CITY OF ALBANY
## AND
## COUNTY OF ALAMEDA
## FOR
## ADDITIONAL LIBRARY SERVICES
## FISCAL YEAR 2008-2009

The County Of Alameda and the City of Albany enter into this Agreement as follows:

WHEREAS, current funding level for County Library services prevent increasing the number of open hours per week and providing additional materials and services at the Albany Branch of the Alameda County Library system, and

WHEREAS, the citizens of Albany wish to have the Albany Branch Library open more than the County funded hours per week, and wish to have additional materials and services, and

WHEREAS, the electors of Albany have authorized a special tax for library services at the Albany Branch Library which will provide funding for this purpose to the City, therefore,

The City of Albany and the County of Alameda agree to provide additional hours per week of library services and additional materials and services at the Albany Branch of the Alameda County Library system subject to the following terms and conditions.

TERMS AND CONDITIONS

1) Time Period: This Agreement will be in effect from July 1, 2008, to June 30, 2009.

2) Services Described: During the time period specified above, the County agrees to provide 25.5 additional open hours per week of library service at the Albany Branch Library, excluding County-observed holidays, in order to maintain a total weekly schedule of open hours at the Albany Branch Library at 41 hours per week.

   The County also agrees to provide the children's services, including class visits and young adult programs, at the level established during 1996/97 and continued in subsequent years.

3) Payments: The City agrees to pay the County $654,714 in four (4) quarterly installments as follows:

| | |
|---|---|
| September 30, 2008 | -$163,678.50 |
| December 31, 2008 | -$163,678.50 |
| March 31, 2009 | -$163,678.50 |
| June 30, 2009 | -$163,678.50 |

Payments shall be due and payable on the dates stated above. In addition to the amounts stated above, interest of 5% shall be payable, for any payment which is 30 days overdue.

4) Extension: All terms and conditions of this Agreement may be extended, by mutual agreement on a year-to-year basis or as otherwise agreed to by the parties, provided the amount paid by the City of Albany to the County of Alameda is adjusted annually to reflect increases/decreases to the costs connected with providing the services.

5) Augmentation: The services provided through this Agreement and the amount to be paid by the City of Albany to the County of Alameda may be augmented during the year, by mutual agreement, to reflect additional City of Albany funds and monies donated to the City of Albany by groups, other public agencies, and individuals for this purpose.

6) Periodic Activity Reports: Activity Reports will be provided by the County Librarian to the Albany City Council. Albany City Council may request such reports at any time.

7) Option to Terminate or Renegotiate Agreement: In the event that either party determines that it no longer has sufficient funding or staffing to meet the obligations of this agreement, that party may terminate or renegotiate this Agreement by giving at least thirty (30) days written notice.

8) Liability:

a) All persons employed in the performance of such services and functions for the City shall be County employees or contractors, and no City employees, as such, shall be taken over by the County, and no person hereunder shall have any City pension, Civic Service, or other status or right.

b) The City shall not be called upon to assume any liability for the direct payment of any salary, wages, or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his/her employment.

c) The County will assume liability and pay cost of defense and hold the City harmless from loss, costs or expenses caused by the negligent or wrongful act or omission of County officers, agents and employees occurring in the performance of agreements between the parties hereto to the extent that such liability is imposed on the City by the provisions of Section 895.2 of the Government Code of the State of California.

d) The City will assume liability and pay cost of defense and hold the County harmless from loss, costs or expenses caused by the negligent or wrongful act or omission of City officers, agents and employees occurring in the performance of agreements between the parties hereto to the extent that such liability is imposed on the County by the provisions of Section 895.2 of the Government Code of the State of California.

9) Notices: Notices pertaining to this agreement shall be sent to the following:

CITY:
City Administrator
CITY OF ALBANY
1000 San Pablo Ave.
Albany, CA 94706

COUNTY:
President, Board of Supervisors
COUNTY OF ALAMEDA
Administration Building
1221 Oak Street
Oakland, CA 94612

County Librarian
ALAMEDA COUNTY LIBRARY
2450 Stevenson Blvd.
Fremont, CA 94538-2326

IN WITNESS WHEREOF:

The parties hereto have executed this agreement the day and year first above written, and the County has hereunto caused its corporate name to be signed by its President of the Board of Supervisors, who is hereunto duly authorized the day and year first above written.

CITY OF ALBANY

By: _____
Mayor
City of Albany, County of Alameda
State of California

Date: _____

ATTEST:

By: _____
City Clerk

COUNTY OF ALAMEDA

By: _____
President
Board of Supervisors
State of California

Date: _____

By: _____
Clerk of the Board of Supervisors

APPROVED AS TO FORM

By: _____
County Counsel



NJH/lmc
5/14/08
C:\Documents and Settings\LGonzalez\Local Settings\Temporary Internet Files\OLKB\09Albany Librarycitycontractagreement (2).doc

Date: June 2, 2008

To: The Albany City Council
From: The Albany Library Board

In June 2006, Albany voters passed Measure G, the Albany Supplemental Library Tax, which was intended to restore 18 lost staff hours, allow the library to be open for 4 hours on Sundays, and provide support for the Albany Library programs and collections.

The base tax rate was $24.00 per parcel with annual adjustments for inflation with a 5 % cap. The tax rate was set after extensive discussions with Alameda County Library personnel and Albany City staff. Revenue generated by the measure was expected to be $168,000.00 in 2006-2007 and to grow by approximately 5% per annum. The estimated cost of the restored and new service hours was approximately $100, 000.00 in 2006-2007, and expected to grow by ~ 5% annually. Beyond this expense, Measure G was to provide a surplus of about $69,000.00 in 2006-2007, increasing by ~5% a year. It was projected to be more than adequate to provide the expanded services for a 10-year period. Our calculations, in fact allowed for a reasonable contingency fund to be used for library support and/or unforeseen emergencies.

Pursuant to Albany City Council direction of June 2007, the Library Board must annually evaluate status of the 2006 library tax. After reviewing the most current figures provided by Alameda County Library, and the fiscal analysis provided by the Albany Finance Director, the Board has regretfully concluded that the revenue generated by Measure G may not be sufficient to fund the current level of services guaranteed under Measure G beyond the 2008-2009 contract year.

The Board will continue to work with Alameda County and City staff to try and resolve this dilemma to continue providing the library services that Albany residents voted for in 2006. We ask the Albany City Council to direct the Albany Library Board and City staff on how to proceed with future analysis in order to provide the Council with future budgetary recommendations.

Joan Larson
Chair, Albany Library Board