



**AGREEMENT BETWEEN THE CITY OF ALBANY  
AND THE  
COUNTY OF ALAMEDA  
FOR  
ADDITIONAL LIBRARY SERVICES  
FISCAL YEAR 2018-19**

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

WHEREAS, current funding levels for County Library services limit the number of open hours per week 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 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 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, 2018 to June 30, 2019.
- 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.
- 3) Payments: The City agrees to pay the County \$725,440 in four (4) quarterly installments as follows:

|                    |           |
|--------------------|-----------|
| September 30, 2018 | \$181,360 |
| December 31, 2018  | \$181,360 |
| March 31, 2019     | \$181,360 |
| June 30, 2019      | \$181,360 |

Payments shall be due and payable on the dates stated above. In addition to the amounts stated above interest of 5 percent / month shall be

payable for any payment which is more than 30 days overdue.

- 4) Extension: All terms and conditions of this Agreement may be extended, by mutual written 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) No persons engaged in the performance of library services and functions under this Agreement shall be considered City employees or gain rights to City pension, Civil Service, or other City employment status or right by way of this Agreement.
  - 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

COUNTY OF ALAMEDA

By: \_\_\_\_\_  
City Manager  
City of Albany, County of Alameda  
State of California

By: \_\_\_\_\_  
President  
Board of Supervisors  
State of California

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM

By: \_\_\_\_\_  
Deputy County Counsel

**ALBANY LIBRARY**  
**FY 2018-19 Projected Budget**

**EXPENSES:**

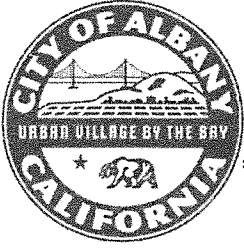
|                              |                    |
|------------------------------|--------------------|
| Branch Personnel (13.95 FTE) | \$1,236,449        |
| Services &Supplies           | \$110,000          |
| *All other Direct Cost       | \$647,493          |
| Total Direct Costs           | \$1,993,942        |
| **Admin. Cost                | \$372,974          |
| <b>GRAND TOTAL</b>           | <b>\$2,366,916</b> |

\*Direct Cost include share of Material costs, ITD cost and cost of Learning Group Services (Bookmobile: Literacy: Senior Services and Services to those with Disability)

\*\*Admin. Cost includes the shared cost of Administration.

**REVENUE:**

|   |                    |                   |
|---|--------------------|-------------------|
| County Library Property Tax<br>(Collection in Albany) | \$604,177          | (15.5 Base Hours) |
| City Contract   | \$725,440          | (25.5 Add. Hours) |
| Other County Library Funds                            | \$1,037,299        |                   |
| <b>GRAND TOTAL</b>                                    | <b>\$2,366,916</b> |                   |



# City of Albany

1000 San Pablo Avenue • Albany, California 94706  
(510) 528-5710 • [www.albanyca.org](http://www.albanyca.org)

## RESOLUTION NO. 2018-73

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF ALBANY,

The 4th day of June, 2018, by the following votes:

AYES: Council Members Barnes, Maass, Nason, Pilch and Mayor McQuaid

NOES: None

ABSENT: none

ABSTAINED: none

RECUSED: none

WITNESS MY HAND AND THE SEAL OF THE CITY OF ALBANY, this

5th day of June, 2018.

*Eileen Harrington*

Eileen Harrington  
DEPUTY CITY CLERK

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C-2018-90



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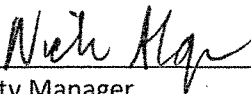
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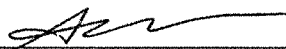
The parties hereto have executed this Agreement the day and year first above written, and the County has hereunto caused its corporate name to be signed by its President of the Board of Supervisors, who is hereunto duly authorized the day and year first above written.

CITY OF ALBANY


By:   
City Manager  
City of Albany, County of Alameda  
State of California

Date: 6/5/18

ATTEST:

By:   
City Clerk

COUNTY OF ALAMEDA

By:   
President **WILMA CHAN**  
Board of Supervisors  
State of California

Date: AUG 20 2018

By:   
Clerk of the Board of Supervisors

APPROVED AS TO FORM

By:   
Deputy County Counsel

**ALBANY LIBRARY**  
**FY 2018-19 Projected Budget**

**EXPENSES:**

|                              |                    |
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**Bay Cities Joint Powers Insurance Authority**  
**1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833**  
**916-244-1100 bcjpiacerts@bickmore.net**

Liability Certificate of Coverage

Evidence of Coverage

Certificate Number: 42650545

**Certificate Holder:** County of Alameda  
2450 Stevenson Blvd.  
Fremont, CA 94538

**Covered Party:** City of Albany

**Description of Covered Activity:** As respects evidence of coverage for the agreement between the City of Albany and the County of Alameda for additional library services for the 2018-2019 fiscal year.

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**Memorandum of Coverage Number:** BCJPIA 2018-19 GL                      **Effective Date:** 7/1/2018                      **Expiration Date:** 7/1/2019

**Limits:** \$1,000,000 (per occurrence)

**The Following Coverage is in effect:** General and automobile liability as defined in the Memorandum of Coverage on file with the covered party named above.

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This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the Liability Memorandum of Coverage.

This is to certify that the coverage listed above has been issued to the Covered Party named above for the coverage period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the Memorandum of Coverage of the BCJPIA, which is available for your review upon request.

Coverage is in effect from 12:01 a.m. Pacific Time of effective date to 12:01 a.m. Pacific Time of expiration date as stated above and will not be canceled, limited, or allowed to expire except upon 30-day notice to the certificate holder.

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**Date Issued:** 6/20/2018

**Renewal:** No      **Excess Certificate Issued:** No

**Authorized Representative Signature:**

