

**CITY OF ALBANY
CITY COUNCIL AGENDA
STAFF REPORT**

Agenda Date: June 7, 2021
Reviewed by: NA

SUBJECT: Contract with the County of Alameda for Additional Library Services, Fiscal Year 2021-22, in the amount of \$725,440

REPORT BY: Isabelle Leduc, Assistant City Manager/Recreation & Community Services Director

SUMMARY

The Albany Library, a branch of Alameda County Library, would be open a total of approximately 15.5 hours per week if the City did not contract for additional service hours. In the upcoming Fiscal Year 2021-22, it is proposed that the City of Albany contract for an additional 25.5 hours of Library services at the Albany Library, which is the same level as is currently provided. The contract cost of \$725,440 is funded by two City of Albany library parcel taxes.

STAFF RECOMMENDATION

That the Council adopt Resolution No. 2021-56, authorizing the City Manager to enter into an agreement with the County of Alameda for additional library services for Fiscal Year 2021-22 in the amount of \$725,440.

BACKGROUND/DISCUSSION

The Albany Library is a branch of the Alameda County Library and is open to the public a total of 41 hours. Of the 41 hours, 25.5 hours are contracted with the Alameda County Library. The remaining 15.5 hours (or “base hours”) are part of the overall Alameda County Library budget paid partially through the assessment of the County Library’s share of property taxes. The FY 2020-21 agreement between the City of Albany and the County of Alameda for additional library services (Attachment 2) is in the amount of \$725,440, the same amount requested for the previous five years. The City of Albany levies two special taxes approved by voters to pay for the additional 25.5 hours.

FINANCIAL CONSIDERATIONS

The revenue from the City’s two special parcel taxes will cover the additional hours of library services to be contracted with Alameda County in the amount of \$725,440. Other Albany

Library expenses in the amount of \$1,582,330 will be covered by a combination of revenue from the County Library Property Tax (Collection in Albany) and Alameda County fund balance.

Attachments:

1. Resolution No. 2021-56
2. Agreement between the City of Albany and the County of Alameda for Additional Library Services Fiscal Year 2021-22

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RESOLUTION NO. 2021-56

**A RESOLUTION OF THE ALBANY CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH
THE COUNTY OF ALAMEDA FOR FISCAL YEAR 2020/2021 TO PROVIDE
ADDITIONAL LIBRARY SERVICE HOURS IN THE AMOUNT OF \$725,440**

WHEREAS, Alameda County operates the Albany Branch of the Alameda County Library system; and

WHEREAS, current County 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 County provides funding for a total of 15.5 service hours per week; and

WHEREAS, Albany residents wish to have the Albany Branch Library open more than the County funded hours per week; and

WHEREAS, the City of Albany levies two special library parcel taxes to fund additional hours per week of library services at the Albany Branch of the Alameda County Library system; and

WHEREAS, the City of Albany contracts with Alameda County for additional library service hours.

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the City Manager to execute the Fiscal Year 2021/2022 agreement with Alameda County for 25.5 additional service hours at the Albany Library in the amount of \$725,440.

GE'NELL GARY, MBA - MAYOR

**AGREEMENT BETWEEN THE CITY OF ALBANY
AND THE
COUNTY OF ALAMEDA
FOR
ADDITIONAL LIBRARY SERVICES
FISCAL YEAR 2021-22**

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, 2021 to June 30, 2022.
- 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, 2021	\$181,360
December 31, 2021	\$181,360
March 31, 2022	\$181,360
June 30, 2022	\$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 Manager
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 2021-22 Projected Budget

EXPENSES:

Branch Personnel (13.95 FTE)	\$1,305,286
Services &Supplies	\$110,000
*All other Direct Cost	\$629,524
Total Direct Costs	\$2,044,810
**Admin. Cost	\$374,850
GRAND TOTAL	\$2,419,660

*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 (Collection in Albany)	\$682,357	(15.5 Base Hours)
City Contract	\$725,440	(25.5 Add. Hours)
Other County Library Funds	\$1,011,863	
GRAND TOTAL	\$2,419,660	