

Sacramento Public Library
and Information Service

1010-8th Street
Sacramento, CA 95814-3576
916-440-5926

July 19, 1989

Budget and Finance Committee
Sacramento, California

HONORABLE MEMBERS IN SESSION

SUBJECT: EMPLOYMENT AGREEMENT FOR MOUNTAIN-VALLEY
LIBRARY SYSTEM

SUMMARY

The Library Director requests the Budget and Finance Committee recommend approval of the execution of an employment agreement between City of Sacramento, acting on behalf of the Mountain-Valley Library System, and Gerald Maginnity. City Council action is required to make this agreement binding. Due to the short time involved, this item has been scheduled to be heard by Budget and Finance Committee and the City Council on the same day, July 25, 1989. The terms and conditions of employment covered by this agreement are to take effect on August 7, 1989, and were approved by the Mountain-Valley Library System Administrative Council at its meeting on June 8, 1989 in Sacramento.

BACKGROUND

The Mountain-Valley Library System is a consortium of independent city, county, college, university, and special libraries who have joined to form a cooperative network, providing interlibrary loans, reference backup, and delivery service for a nine-county area in the state of California.

FINANCIAL DATA

The City of Sacramento, as fiscal agent for the Mountain-Valley Library System, administers funds received pursuant to standard agreements between the State Department of Education, the State Library, and the City of Sacramento. There is no obligation on the part of the City of Sacramento to continue personnel employed with project funds after these funds have been expended.

1

Budget and Finance Committee
Page 2
July 19, 1989

POLICY CONSIDERATIONS

Consistent with past practice. City acts only as Fiscal Agent for Mountain-Valley Library System.

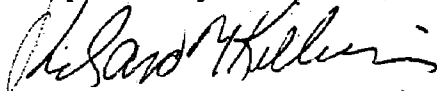
MBE/WBE EFFORTS

Not applicable to this item.

RECOMMENDATION

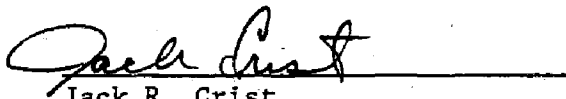
It is therefore recommended that the Budget and Finance Committee recommend approval of the attached Resolution authorizing the execution of the contract between the City of Sacramento and Gerald Maginnity for the provision of services to the Mountain-Valley Library System.

Respectfully Submitted,



Richard M. Killian
Library Director

Recommendation Approved:



Jack R. Crist
Deputy City Manager

July 25, 1989
All Districts

Attachments

Contact Person to Answer Questions:
Judy Lane, Acting System Coordinator
(916) 444-0926

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

RESOLUTION AUTHORIZING THE EXECUTION OF THE
CONTRACT BETWEEN THE CITY OF SACRAMENTO AND GERALD
MAGINNITY FOR THE PROVISION OF SERVICES TO THE
MOUNTAIN-VALLEY LIBRARY SYSTEM.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

That the City Manager is hereby authorized to
execute a contract between the City of Sacramento
and Gerald Maginnity to appoint Gerald Maginnity to
the position of System Coordinator of the
Mountain-Valley Library System.

MAYOR

ATTEST:

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made at Sacramento, California as of August 7, 1989, by and between the CITY OF SACRAMENTO, a municipal corporation, acting on behalf of and as the fiscal agent for the Mountain-Valley Library System ("System") and Gerald Maginnity ("Employee" who agrees as follows:

1. System is a cooperative library system established pursuant to Chapter 1.5 of Division 20 of Part 4 of the Education Code of the State of California (Public Library Services Act).

2. System hereby employees Employee and Employee hereby accepts employment with System for the position of System Coordinator

3. Employee shall be employed under this Agreement for not longer than the period of time for which System funds are available.

4. Employee shall be employed solely by System, under the general direction and supervision of the Mountain-Valley Library System Administrative Council, and shall not be an employee of either the City of Sacramento or the individual participating libraries in the cooperative library system.

5. As compensation for services rendered under this Agreement, Employee shall be entitled to payment from System of an hourly rate of \$ 22.538.

6. The System shall, from System funds, pay such Social Security, workers' compensation and medical and dental benefits

as would be available to Employee if Employee were employed by
2 the City of Sacramento. Sick leave, vacation benefits and any
3 other benefits not specified herein shall be provided at the sole
4 discretion of the Administrative Council of the System and shall
5 be paid from System funds.

6 7. The Director of Finance for the City of Sacramento shall
7 pay the amounts required under this Agreement from the fund held
8 by the City of Sacramento as fiscal agent for System and
9 designated as the Mountain-Valley Library System Fund 246.

10 8. This Agreement may be terminated by either party upon 30
11 days' notice given in writing to the other party.

CITY OF SACRAMENTO, a municipal
corporation

CITY MANAGER

ATTEST:

CITY CLERK

Gerald Maginnity

EMPLOYEE

APPROVED AS TO FORM:

Diane B. Baller

DEP. CITY ATTORNEY