

Lompoc City Council Agenda Item

City Council Meeting Date: August 17, 2010

TO: Laurel Barcelona, City Administrator

FROM: Molly Gerald, Library Director
M_Gerald@ci.lompoc.ca.us



SUBJECT: FY 2010-2011 Agreement for Operation of a Countywide Free Library System

RECOMMENDATION

Staff recommends that City Council approve the FY 2010/2011 Agreement for Operation of a Countywide Free Library System.

BACKGROUND

The County of Santa Barbara contracts with city libraries in Santa Barbara, Lompoc, and Santa Maria to provide library services to County residents. The Agreement for fiscal year 2010-2011 was drafted in June 2010. It was reviewed and revised by Library Directors, the County Executive Office staff, the County Library Advisory Committee, and the County Board of Supervisors over several months.

The County Library Advisory Committee approved the Agreement on July 28, 2010. The Lompoc Public Library System Board of Trustees voted to approve the Agreement on August 10, 2010. The Agreement was also approved by the County Board of Supervisors on August 10, 2010.

Although multi-year agreements have been the norm for many years, the decision was made to limit this Agreement to one year, during which the County Executive Office staff will conduct a review of the administration and operation of County library facilities. Library Directors who administer the County funds look forward to working with the County in this effort. The per capita level of support for FY 2010-2011 remains at the same level as the previous year, at approximately \$6.91 for library services.

DISCUSSION

Lompoc City Attorney, Joseph W. Pannone, has advised he has concerns regarding several items within the Agreement. Mr. Pannone is aware County of Santa Barbara legal staff has approved the Agreement as revised, along with City of Santa Barbara and City of Santa Maria legal staff. Mr. Pannone's concerns are listed below:

1. Per paragraphs 3 and 4, if the County does not budget the amount to be paid Lompoc, Lompoc cannot terminate this agreement for six months.

Response from County staff: The Board allocation is budgeted before the Agreement is prepared.

2. Per paragraph 4, the County or City could terminate the Agreement on six-month's notice, but nothing explains what happens if the City has made expenditures in anticipation of being paid by the County and the Agreement terminates before the County payment is made.

Response from County staff: The County and cities have operated under this Agreement in good faith for many years.

FY 2010-2011 Agreement for Operation of a Countywide Free Library System
Page 2

3. There is no specific date by which installments must be paid, other than they are made after the Agreement is signed, and not before January 1.

Response from County staff: Delays have been experienced due to the number of boards and councils to which the Agreement is submitted for approval. As in Item #2, the Agreement has worked well in good faith.

4. Per the last paragraphs of Sections 7 and 8 and Sections 9 through 11, the City must provide certain maintenance and repair, and must operate the County branches within the City's zone, no matter what that cost may be.

Response from County staff: The Agreement allows for use of the allocated County funds for repairs.

The County staff agrees to address these and any other concerns over the coming months as the next agreement is prepared.

SUMMARY

The 2010-2011 Agreement for Operation of a Countywide Free Library System has been revised and is recommended by Library staff and the Library Board of Trustees for approval.

Respectfully submitted,

Molly Gerald, Library Director

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL:

Laurel Barcelona, City Administrator