

TO: James L. App, City Manager
FROM: Ann Robb, Director, Library and Recreation Services
SUBJECT: **Library Study Center**
DATE: December 19, 2006

Needs: For the City Council to consider formalizing a facility use agreement with the Youth Arts Foundation (YAF).

- Facts:**
1. The YAF building was constructed with a combination of private and Community Development Block Grant funding. The City played a role in helping launch the YAC. Part of the City's commitment to the Foundation's start-up included an agreement for City to pay for janitorial service, landscaping service and utilities (gas & electric) in exchange for the use of the 2000 square foot room.
 2. The City Library Study Center has operated from the Youth Arts Center (YAC) building at 3201 Spring Street since the fall of 2000. The Library Study Center provides (non-circulating) library services and programs for children and families four afternoons per week. It is also the site for several programs the library provides in partnership with Cuesta College, First 5 School Readiness, San Luis Obispo County Community Foundation and others.
 3. In 2006, the YAC requested revisions to the agreement to address operational changes and rising costs.
 4. The original commitment amounted to approximately \$1600 monthly. The requested adjustment would result in monthly costs of approximately \$2600. The funds are available within existing resources.
 5. The attached agreement authorizes the City's continuing use of the room as a Library Study Center in exchange for payment of approximately \$2600 monthly.
 6. This adjustment is presented as an interim measure. The YAF has become fully autonomous and stable. It is appropriate therefore to look for other opportunities to aid in expanding public services. Such an opportunity is anticipated with the First 5 School Readiness Project Family Resource Center (FRC). Once the FRC is constructed, the Library Study Center would relocate to aid in the FRC establishment.

ANALYSIS &

CONCLUSION: The Library Study Center and Youth Arts Foundation have been in a cooperative arrangement for 6 years. With the YAC fully autonomous and stable, and in light of cooperative projects with First 5 School Readiness, it will be appropriate to move Library Study Center operations to the new Family Resource Center when complete.

In the meantime, it is desirable to establish an interim formal facility use agreement with the YAC reflecting the revised terms of agreement.

To date, payments have been made from the Library Study Center budget program (100.411.5216.198). Payments would continue to be made from this account, supplemented by contributions from partnering organizations.

FISCAL

IMPACT:

Anticipated average of \$2600 per month, to be paid from existing budgeted program and partnering organizations (First 5 School Readiness, Paso Robles Library Foundation).

OPTIONS:

- A. Adopt Resolution No. 07-xxx, approving a facility use agreement between the City Library and the Youth Arts Foundation.
- B. Amend, modify, or reject above option.

RESOLUTION NO. 07- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EL PASO DE ROBLES AUTHORIZING A FACILITIES USE AGREEMENT BETWEEN
THE CITY OF PASO ROBLES AND THE PASO ROBLES YOUTH ARTS FOUNDATION

WHEREAS, Since 2000, the City of Paso Robles has operated a Library Study Center at the Youth Arts Foundation building at 3201 Spring Street; and

WHEREAS, in the interest of providing the best service, full cooperation between the City and the Youth Arts Foundation is beneficial; and

WHEREAS, both parties desire to enter into an agreement for use of the space by the City Library;

THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES AS FOLLOWS:

SECTION 1. The City Council of the City of El Paso de Robles does hereby authorize and approve the attached agreement between the City and the Paso Robles Youth Arts Foundation regarding use of facilities at 3201 Spring Street;

SECTION 2. Authorization is given for expenses related to that agreement be taken from existing budget programs for the Library Study Center, 100.411.5216.198.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 19th day of December, 2006, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Frank Mecham, Mayor

ATTEST:

Deborah Robinson, Deputy City Clerk

**AGREEMENT BETWEEN THE
CITY OF EL PASO DE ROBLES AND THE
PASO ROBLES YOUTH ARTS FOUNDATION
REGARDING USE OF FACILITIES**

THIS AGREEMENT, made and entered into this _____ day of _____, 2006, by and between the CITY OF EL PASO DE ROBLES, a municipal corporation, hereinafter called “CITY”, and the PASO ROBLES YOUTH ARTS FOUNDATION hereinafter called “FOUNDATION”.

WITNESSETH

WHEREAS, the CITY, through its Library and Recreation Services Department, and the FOUNDATION are mutually interested in providing arts, enrichment, and library services; and

WHEREAS, in the interest of providing the best service, full cooperation between CITY and FOUNDATION is desirable.

NOW, THEREFORE, in consideration of the premises herein CITY and FOUNDATION agree as follows:

USE OF FOUNDATION PROPERTY BY CITY: The FOUNDATION shall provide the CITY use two thousand square feet of space (2,000 sq. ft.) located at the front of the building (known as “Library Study Center”) of the Youth Arts Center located at 3201 Spring Street, Paso Robles, CA 93446.

ADDITIONAL USES OF FOUNDATION PROPERTY BY CITY: The FOUNDATION shall also provide CITY access to the following facilities:

- a. Restrooms adjacent to the Library Study Center; and
- b. Kitchen during non-operational hours of the FOUNDATION with prior approval of the FOUNDATION; and
- c. Any other portions of the property as may be agreed upon by the CITY and FOUNDATION.

USE OF LIBRARY STUDY CENTER BY FOUNDATION: During non-operational hours and with prior approval of the CITY, the FOUNDATION may use the Library Study Center.

COMPENSATION: The CITY will compensate the FOUNDATION for use of said property. Compensation shall take the form of a facility use fee of Thirty one thousand two hundred dollars (\$31,200) paid in equal monthly installments.

Compensation by the CITY may be offset by contributions from other groups or agencies.

Going forward the annual facility use amount shall be adjusted each July 1st by the same index noted above for the twelve month period ending April of each year. Shall this index no longer be published, the CITY and FOUNDATION agree to use a similar index reported by the Bureau of Labor Statistics.

Prior payments made by the CITY for various services and utilities shall be adjusted out of the amount due the FOUNDATION as if this compensation provision was in place on July 1, 2006.

IMPROVEMENTS: The CITY agrees not to install any permanent improvements without the FOUNDATION'S specific approval. Any improvements installed by the CITY shall become part of the permanent facility without compensation to the CITY from the FOUNDATION.

NOTIFICATON: The CITY shall notify the FOUNDATION if Library Study Center room used by the CITY has been vandalized, damaged, or is in need of repair or presents a safety hazard for any user.

INDEMNIFICATION: The CITY shall hold harmless the FOUNDATION for any and all claims of property damage and/or personal injury arising form its' operations and use of the Library Study Center and other portions of the facility whose use may be approved by the FOUNDATION from time to time. The FOUNDATION shall hold harmless the CITY for claims of property damage and/or personal injury arising form its' operations and use of the facility including use of the Library Study Center when used by the FOUNDATION as may be approved by the CITY from time to time.

TERMINATION: Either party may terminate this agreement without cause by giving ninety the other party ninety (90) days written notice.

FOUNDATION

CITY OF PASO ROBLES

By _____

By _____