

MOTION:

**June 16, 2020
Regular Meeting
Res. No. 20-**

SECOND:

**RE: AUTHORIZE THE AGREEMENT FOR LIBRARY SERVICES BETWEEN THE PRINCE
WILLIAM PUBLIC LIBRARY SYSTEM AND THE CITY OF MANASSAS AND
AUTHORIZE ADJUSTMENTS TO THE FISCAL YEAR 2021 LIBRARY BUDGET**

ACTION:

WHEREAS, Prince William County has a long-standing history of shared library services with the City of Manassas; and

WHEREAS, the current agreement with the City of Manassas expires on June 30, 2020; and

WHEREAS, the City of Manassas has negotiated a new agreement with the County; and

WHEREAS, the new agreement stipulates the opening of the Manassas Library within the Prince William Public Library System and the Library System has agreed to this provision; and

WHEREAS, the City of Manassas agrees to pay the Library System \$1,200,000 in Fiscal Year 2021 with an annual escalator beginning July 2021; and

WHEREAS, Library and County Staff recommend the adoption of this new agreement;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors hereby authorizes the agreement for library services with the City of Manassas, effective July 1, 2020 through June 30, 2030, and approves adjustments to the Fiscal Year 2021 Library budget.

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

For Information:

County Attorney
Library Director

ATTEST: _____

Clerk to the Board



STAFF REPORT

Board Meeting Date:	June 16, 2020
Agenda Title:	Authorize the Agreement for Library Services Between Prince William Public Library System and the City of Manassas and authorize adjustments to the Fiscal Year 2021 Library budget
District Impact:	Countywide
Requested Action:	Approve the resolution and authorize the agreement.
Department / Agency Lead:	Prince William Public Library System
Staff Lead:	Deborah Wright, Director

EXECUTIVE SUMMARY

The current agreement with the City of Manassas (the City) for library services expires on June 30, 2020. The City has engaged in negotiations with the Library Director and County staff to establish a new agreement for the next 10 years, beginning July 1, 2020.

It is the recommendation of staff that the Board of County Supervisors (BOCS) authorize the Agreement for Library Services Between Prince William Public Library System and the City of Manassas and authorize adjustments to the Fiscal Year 2021 Library budget.

BACKGROUND

Prince William County has a long-standing tradition and history with its public library system. In 1952, the library system was first established by the County and initially occupied existing county building space. In 1968, Prince William County obtained six acres of land along with \$100,000 to build its first public library in the County. That library was constructed and opened in 1971 as Central Library. After the establishment of the Central Library, various bond referendums passed by majority vote of the citizens to establish other libraries throughout the County. There are currently 11 library locations in the Prince William Public Library System (PWPLS).

Current Library Shared Services Agreement - On April 12, 1976, Prince William County and the City of Manassas entered into a library services agreement, followed by the City of Manassas Park entering into a library services agreement on January 23, 1979. This led to the creation of what is now known as the Prince William Public Library System (PWPLS). The three jurisdictions continued to share the costs of providing library services through the existing agreement that is in place. The Cities of Manassas and Manassas Park reimburse Prince William County for services rendered. Both cities issued termination letters to the County in June 2019, stating that they were withdrawing from the library system effective June 30, 2020.

New Library Services Agreement - Effective with the conclusion of the current agreement, the City of Manassas Park will cease to be a partner in the Prince William Public Library System. The City of Manassas has negotiated a new service agreement with the County, effective July 1, 2020. The new agreement stipulates the establishment of a Manassas branch for PWPLS which will be a leased property located in Wellington Station. The Manassas Library will open no later than January 1, 2021. Resources for the new branch will be reallocated from the existing FY21 library operational budget, including staffing, technology, and materials. The City of Manassas will contribute funds for the initial furnishings and shelving for the new location.

STAFF RECOMMENDATION

It is the recommendation of staff that the Board of County Supervisors (BOCS) authorize the Agreement for Library Services Between Prince William Public Library System and the City of Manassas and authorize adjustments to the Fiscal Year 2021 Library budget

Service Level / Policy Impact

The new service agreement with the City of Manassas, along with the establishment of the Manassas Library, will enhance library services for the residents of the City as well as the Coles District of the County. Adding additional library services at a new location supports recommendations for increased library space in the County's Comprehensive Plan. All County and Manassas City residents will be able to access library services at all locations.

Fiscal Impact

The Library System will receive \$1,200,000 in revenue in Fiscal Year 2021 from the City of Manassas. Revenue will increase by 3% each year for the length of the agreement. Operational costs incurred by the County by authorizing the new agreement or the opening of the Manassas Library will be absorbed in the approved Fiscal Year 2021 Budget for PWPLS.

Legal Impact

The agreement has been reviewed as to form by the County Attorney's Office.

STAFF CONTACT INFORMATION

Deborah Wright | (703) 792-4727
dlwright@pwcgov.org

ATTACHMENT

- Library Services Agreement

**AGREEMENT BETWEEN PRINCE WILLIAM COUNTY AND THE CITY OF
MANASSAS FOR PUBLIC LIBRARY SERVICES**

THIS AGREEMENT, made this ____ day of _____, 2020, by the **BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA** (the “County”) and the **CITY OF MANASSAS, VIRGINIA** (“City”) for the purpose of providing library services; and

WHEREAS, the parties, in cooperation with each other and the City of Manassas Park, have funded and operated the Prince William Public Library System, pursuant to prior written agreements previously made, including but not limited to that Agreement between the County and the City, dated April 12, 1976, that Agreement between the County and the City of Manassas Park, dated January 23, 1979, and that Agreement between the County, the City and the City of Manassas Park, dated April 5, 2016, and

WHEREAS, the City and the City of Manassas Park have terminated their participation in the Prince William Library System, pursuant to the termination provisions of the April 5, 2016 Agreement, effective July 1, 2020; and

WHEREAS, the County has negotiated a Deed of Lease Agreement with Wellington Station Owner, LLC, dated _____, for the build-out, equipping and operation of a Manassas Branch at 10104 Dumfries Road (“Lease”), a copy of which is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the County and the City wish to enter into an agreement whereby the County will provide the same library services to citizens of the City as it provides to citizens of the County, which will ultimately include services at a library facility located within Manassas (“Manassas Branch”); now therefore

For and in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Term of this Agreement

The initial term of this Agreement shall commence July 1, 2020 and shall continue through midnight on June 30, 2030. Thereafter, this Agreement shall automatically renew for successive five-year terms unless it has been terminated as provided in Section 7, below.

2. Services of the Prince William Area Library

The County and the City agree that library services will be provided by the County to citizens of the City and to citizens of the County on an equal basis at all Prince William Area Library locations.

3. Services at the Manassas Branch

The library at the Manassas Branch shall be a part of the Prince William Area Library. The County agrees to provide library services at the library located at the Manassas Branch pursuant to the terms of the Lease and consistent with the operation of other branches of the Prince William Area Library. The County and the City agree that the library at the Manassas Branch shall serve both the citizens of the City and the citizens of the County, in the same manner as at all libraries in the Prince William Area Library.

4. The Lease at the Manassas Location

The County shall enter into the Lease for appropriate space for the Manassas Branch. The County shall build-out and equip the library at the Manassas Branch. The City shall timely purchase and deliver all the furniture and fixtures, including shelving, for the completion of the build-out of the Manassas Branch (with an estimated cost to the City of \$500,000.00). The

Manassas Branch will be open to the public no later than February 1, 2021, unless delayed due to no fault of the City or the County.

5. Costs of Library Services

a.) Base Costs

The parties agree that Manassas shall pay to the County for the costs of operating the Prince William Area Library, including the Manassas Location, a base fee of \$1.2 million annually, with an annual escalator of three percent (3%).

b.) Base Cost Payment Terms

Payments of the Base Cost shall be paid to the County monthly, beginning on July 1, 2020; provided, however, that if the Manassas Branch has not opened to the public by February 1, 2021 (or such extended date pursuant to Para. 4, supra), the monthly fee of \$100,000 will be abated for each month or part thereof that the Manassas Branch is not open after February 1, 2021 (or such extended date). The annual escalator will be applied on July 1, 2021, and each year thereafter.

c.) Federal or State Monies

The parties agree that upon receipt by any party of any federal or state monies in connection with equipping and operating the Prince William Area Library, such monies shall remain with, or transfer to, the Prince William Area Library and shall not be taken into account in determining the costs or credits under this Agreement.

6. Membership on the Prince William Public Library Board of Trustees

Manassas shall appoint one representative to the Prince William Public Library Board of Trustees, who shall serve at the pleasure of the Manassas City Council.

7. Termination Following Expiration of Term

Any party may terminate its participation in this Agreement, by providing prior written notice to the chief administrative officer of the other party one (1) year before the end of the initial or successive term.

8. Termination in Other Circumstances

In event that (i) either Party defaults under this Agreement; (ii) all or part of the Manassas Branch Location is surrendered (voluntarily, by condemnation, or otherwise), or the Manassas Branch Library ceases to operate for any reason at 10104 Dumfries Road, or at an alternative location mutually agreeable to the City and the County; and/or (iii) the landlord defaults under the Lease and said default is not cured under the terms of the Lease; then, the Party that is not responsible for the loss of the Lease or in default under this agreement may terminate this agreement with thirty (30) days notice to the chief administrative officer of the other party, or if neither party is responsible for the termination of the Lease, then either party may terminate this Agreement on thirty (30) days notice

9. Non-Appropriation

All of the City's financial obligations under this agreement are subject to appropriations by the City of Manassas City Council to satisfy payment of such obligations. In the event funds are not appropriated at the beginning of any fiscal year for the performance of this agreement, then this agreement shall terminate on the last day of the fiscal year for which appropriations were received. The City shall furnish the County with written notice that funds were not appropriated by the City Council at least thirty (30) days prior to the beginning of the fiscal year involved. It is agreed by both the City and the County that this clause shall supersede any and all financial obligations imposed by any other provision of this agreement or any addenda thereof.

No subsequent amendment or addendum of this agreement shall compromise the full legal implication of this section between the parties or their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, who have been duly authorized to do so, and their seals are attached to this Agreement.

**BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM, COUNTY, VIRGINIA**

By: _____

Ann B. Wheeler, Chairman

ATTEST:

Clerk

THE CITY OF MANASSAS

By: _____

Harry J. Parrish II, Mayor

ATTEST:

Clerk