

# SAVE OUR ESCONDIDO LIBRARY COALITION

October 16, 2017

Mayor Sam Abed and City Councilmembers  
Escondido City Hall  
201 N. Broadway  
Escondido, CA 92025

**Via Email**

**RE: SUPPLEMENTAL COMMENTS from Save our Escondido Library Coalition  
comments and opposition to LS&S Contract**

Dear Mayor and Councilmembers,

We wish to add these comments to our earlier letter of October 12, 2017.

One of the key issues at stake with the library contract is whether or not and under what conditions the City can end the contract. The current draft is not protective of the public interest and adoption of it, knowing LS&S has accepted these protective terms elsewhere, is unacceptable.

Please review the other contracts in California that LS&S has signed (emphasis added). Termination clauses in our draft should be **at least** as protective of the public interest as these. As to term as well, it is clear LS&S will accept a year by year agreement. There is no reason for the Council to lock us into a 10-year contract.

**City of Camarillo:**

<http://www.cityofcamarillo.org/City%20Clerk/Agenda%20Packets%20-%20older/11-18-15%20Agenda%20Packet.pdf>

"Section 19. Termination of Agreement 19.1 Either party may terminate this Agreement, **with or without cause**, at any time by giving at least six months prior written notice of termination to the other party."

**City of Moorpark:**

[http://moorpark.granicus.com/MetaViewer.php?view\\_id=84&clip\\_id=1736&meta\\_id=147128](http://moorpark.granicus.com/MetaViewer.php?view_id=84&clip_id=1736&meta_id=147128)

"1. Term. The term of this Agreement shall be from July 1, 2016 to completion to June 30, 2017 in conformance with Exhibit B, unless this agreement is terminated or suspended pursuant to this Agreement. City may extend the term of this Agreement, subject to Termination as stated in Section 6, on the same terms and conditions as in effect just before the then-current end of the term, for up to four (4) successive periods of one (1) year each by providing written notice to Consultant no later than 120 days before the then-current end of term. If all of these extensions are exercised, the Agreement will end of June 30, 2021."

"6. Termination or Suspension without Cause. **Either Party may terminate this Agreement with or without cause** by giving the other Party six (6) calendar months written notice of termination."

**City of Santa Clarita:**

<http://santaclaritacityca.iqm2.com/Citizens/FileOpen.aspx?Type=4&ID=2287&highlightTerms=lssi>

"8. TERM. The initial term of this Agreement will be from July 1, 2016 (the "Effective Date") to June 30, 2017. The City Manager may extend the term of this Agreement, subject to Termination as stated in Section 15, on the same terms and conditions as in effect just before the then-current end of the term, for up to four (4) successive periods of one (1) year each by providing written notice to CONSULTANT no later than 120 days before the then-current end of the term. If all of these extensions are exercised, the Agreement will end on June 30, 2021."

"15. TERMINATION. Notwithstanding Section 8 of this Agreement: A. CITY may terminate this Agreement with cause at any time after CONSULTANT fails to cure such cause upon thirty (30) days prior written notice. **Either Party may terminate this Agreement without cause** with one hundred eighty (180) days written notice prior to end of CITY's fiscal year."

Please amend the draft contract to be terminable 'with or without cause' and to a year-to-year term. To fail to do this is to put the city at risk. It is your job to protect the interests of the city.

Sincerely,  
*Members of the Save our Escondido Library Coalition*

cc. City Attorney, Mike McGuinness  
City Manager, Jeff Epp