

**Lompoc Public Library
Library Board of Trustees
Regular Meeting Agenda
Tuesday, September 10, 2013, 10:00 AM
Lompoc Public Library, 501 E. North Ave., Lompoc, CA
Presiding: Ann Ruhge, President**

1. Call to Order

2. Adoption of Agenda

3. Consent Calendar

All items on the Consent Calendar are considered to be routine and will be enacted, after one Motion, in the form listed below. There will be no separate discussion of these items unless a Trustee, staff member, or other attendee requests separate discussion.

- A. Minutes of the August 13, 2013 regular meeting
- B. Approval August 2013 invoices

4. Presentations

A. Certificates of Appreciation presented to Jessica Cadiente, Lezlee Hurtado, Patricia Phillips and Richard and Nina Taylor.

5. Public Comment

The public comment period is reserved for comment on matters within the subject matter jurisdiction of the Board of Trustees. Comments related to non-agenda items are appropriate at this time. Public comment on agenda items will be invited by the Chair as they are introduced. Each person may address the Board for up to 5 minutes.

6. Library Support Activities

- A. Friends of the Library
- B. Library Foundation

7. Correspondence

8. Business

A. Report on the completion of Charlotte's Web Children's Library Project

A staff report is included in the Board packet.

B. Report on the status of the Library's re-roofing project

A staff report is included in the Board packet.

C. Consideration of approval of the FY 2013-14 Agreement for Operation of a Countywide Library System

A staff report and copy of the contract are included in the Board packet.

Any documents produced by staff and distributed to the Trustees regarding any item on the Agenda will be made available for public inspection in the lobby of Lompoc City Hall at 100 Civic Center Plaza between 9 AM and 5 PM. Monday through Friday, and the Lompoc Library Information Desk at 501 E. North Avenue between 10 AM and 5 PM Monday and Tuesday, 1 PM and 8 PM Wednesday and Thursday, and 1 PM and 5 PM Friday and Saturday.

Staff Recommendation: The Library Board of Trustees:

- 1) Approve the FY2013-14 Agreement for Operation of a Countywide Library System.
- 2) Provide direction to the Library Director to forward the contract to Lompoc City Council with a recommendation for approval.

D. Scheduling of meetings at Buellton and Village libraries

A staff report is included in the Board packet.

Staff recommendation: The Board of Trustees approve holding its regular meeting at the Village Library on October 8, 2013 and at the Buellton Library on December 10, 2013 and set the start time for both meetings.

E. Consideration of revisions to the schedule of open hours for the Lompoc Library

A staff report is included in the Board packet.

Staff recommendation: The Board of Trustees approve the revisions to the schedule of open hours for the Lompoc Library, effective October 21, 2013.

F. Approval of revisions to the Library Rules of Conduct policy.

A staff report is included in the Board packet.

Staff recommendation: The Library Board of Trustees approve revisions to the Library Standards of Conduct policy.

9. Library Director's August report and updates

10. Roundtable

Remarks by Trustees and staff

11. Adjournment

The next Regular meeting will be held on October 8, 2013 at the Village Library, 3755 Constellation Rd., Lompoc, at the time determined by agenda item 8D.

Any documents produced by staff and distributed to the Trustees regarding any item on the Agenda will be made available for public inspection in the lobby of Lompoc City Hall at 100 Civic Center Plaza between 9 AM and 5 PM. Monday through Friday, and the Lompoc Library Information Desk at 501 E. North Avenue between 10 AM and 5 PM Monday and Tuesday, 1 PM and 8 PM Wednesday and Thursday, and 1 PM and 5 PM Friday and Saturday.

Lompoc Library Board of Trustees
Lompoc Public Library, 501 E. North Ave., Lompoc, CA
Tuesday, August 13, 2013, 10:00 AM
Regular Meeting Minutes

1. Call to Order

President Ruhge called the meeting of the Lompoc Library Board of Trustees to order at 10:00 AM.

Trustees Present: Judith Dale, Luella Knowles, Ann Ruhge, Linual White

Trustees Absent: Maria Aguiniga

Staff Present: Ashlee Chavez, Library Director; Lee Edie, Library Administrative Aide

City Council Rep: Councilman DeWayne Holmdahl

2. Adoption of Agenda

MOTION: It was moved, seconded (Knowles/White), and unanimously carried to discuss the agenda items in order as listed.

3. Consent Calendar

MOTION: It was moved, seconded (Dale/Knowles), and unanimously carried to approve the Consent Calendar with a correction to the start time of the July 12, 2013 meeting to read: 2:30 PM.

4. Presentations

None.

5. Public Comment

None.

6. Library Support Activities

A. Friends of the Library

Friends Co-President Roberta Mitchell reported:

- A very successful book sale with proceeds over \$2,400
- Fundraiser play "Hello Kitty" scheduled for Nov. 10, 2013
- Awaiting to hear back from lawyer regarding Charlotte Web MOU

B. Library Foundation

President Suzanne Schwark reported:

- Sunday outdoor concerts at the Lompoc Library are well attended.
- The Foundation is planning to present \$280,000 collected for the Charlotte's Web project to the city at the September 17, 2013 City Council meeting.
- Renewing their vision
- New board members in office
- Beef up their endowment campaign
- Considering establishing a technical endowment

7. Correspondence

None.

8. Business

A. Report on the completion of Charlotte's Web Children's Library Project

The Library Director advised that at the same city council meeting when the Library Foundation will be turning over the funds for the project, she will provide an updated project presentation. She also confirmed that the 211 South I Street site upgrades cannot happen until the funding balance is known.

B. Report on the status of the Library's re-roofing project

The Library Director advised that the written report includes the most updated information.

C. Report on the 2013-15 budget

The Library Director advised that the County Board of Supervisors approved an increase to the allocation to the library by changing the per capita from \$5.97 to \$6.90. Staff presented suggested uses for the funding to show the county that the increase is used for something tangible.

Trustee White agreed that the increase in revenue is good news and suggested use is appropriate. The Board of Trustees can work in the next year to make sure that increases continue and that work should start now.

D. Consideration of a change to Item Replacement Costs

The Library Director provided proposed changes for item replacement costs and the reasoning for the recommendation.

MOTION: It was moved, seconded (White/Knowles), and unanimously carried to accept the staff recommended item replacement costs with an effective date of September 1, 2013.

ITEM TYPE	REPLACEMENT COST
ADULT NON-FICTION BOOK	\$30
ADULT FICTION BOOK	\$30
BOOK ON CD	\$10
BOOK ON CD: FULL SET	\$50
DVD (TWO OR LESS DISCS)	\$20
DVD (THREE OR MORE DISCS)	\$30
ILLS: OUTSIDE OF BLACK GOLD	COST OF ITEM
JUEVENILE BOOK	\$30
MAGAZINE	\$8
MUSIC CD	\$10
PAPERBACK	\$10
TRADE PAPERBACK	\$20
REFERENCE BOOK	\$60

E. Consider adopting a policy regarding the use of library computers by patrons with fines/fees over \$10.00.

The Library Director provided background information relevant to the proposal which will offer individuals an incentive to make payments and reduce their balance and still be allowed access to library computers.

MOTION: It was moved, seconded (White/Dale), to allow patrons who cannot pay down their account to under \$10, may pay \$5.00 towards their account and be granted a temporary Internet pass for that

day. There is no limit as to how many times a patron may take advantage of this policy. This new policy to be effective September 1, 2013. Staff is requested to provide a future report to determine if the new policy is effective.

F. Report on the funding allocations formulas for County monies

The Library Director provided the report requested by Trustees at the June 2013 meeting. The report explains the current funding allocation formulas used for county monies along with a report on the future direction of said formulas.

9. Library Director's May report and updates

The Library Director reported that the vendor Bibliotheca has been selected to provide the library's new RFID (Radio Frequency IDentification) inventory control system. At their meeting on August 20, 2013 the City Council will be considering funding for the compensation increase for affected library staff as well as the program change for the Village Library branch manager position which was overlooked in the budget process. If approved, an amendment to the Library's compensation plans will be placed of the September meeting agenda. At the Black Gold administrative council meeting, changes regarding the contribution formula between jurisdictions were determined. Staff will provide more details in a report at the next meeting.

10. Roundtable

Trustee Knowles thanked Trustee Ruhge for her presentation at the City Council meeting in regards to salary funding for library staff and to Trustee Dale for the letter she wrote. She asked Councilman Holmdahl to consider a funding allocation to include city employees that work at the library.

Trustee Ruhge asked about pursuing becoming a City Department. The Library Director stated she would share a report on the subject written by previous Library Director, Molly Gerald. The report shows that there is opportunity to move forward in the direction of becoming a City Department, but stated that it was important to remember that City Attorney, Joe Pannone's opinion was that it would not be possible for the City to accept the Library as a department because of the way the State Education Code is worded. No action was taken by the Library Board of Trustees regarding this issue.

11. Adjournment

The meeting was adjourned at 11:24 AM. The next Regular meeting will be held on September 10, 2013 at 10:00 AM at the Lompoc Library, 501 E. North Ave., Lompoc.

Linual White, Secretary
by Lee Edie, Library Administrative Aide

Library Invoices
August 2013

Vendor	Amount	Acct. No.	Notes	Vendor	Amount	Acct. No.	Notes
City of Lompoc	3,091.93	85000-53110					
The Gas Co.	26.32	85000-53110					
PG&E	381.09	86000-53110					
VVCSD	186.54	86000-53110					
Verizon	16.55	85000-53202					
	23.35	86000-53202					
	68.50	88000-53202					
Waste Management	35.96	86000-53110					
Amazon	658.43	85000-52140					
	259.39	85000-52141					
	129.29	85000-52142					
	119.91	85000-52201					
	19.74	85000-52237					
	29.14	86000-52140					
	32.85	86000-52201					
	63.66	88000-52140					
	10.95	88000-52201					
Baker & Taylor	627.70	85000-52140					
	18.13	86000-52140					
	18.13	88000-52140					
Stacy Brigman	15.82	85000-54120					
	33.91	86000-54120					
Kate Busarow-Tracy	64.41	85000-54120					
	64.41	88000-54120					
CA Dept of Justice	45.00	87000-53478					
Jessica Cadiante	30.51	85000-54120					
Elizabeth Chapman	2.82	85000-54120					
	2.83	88000-54120					
Ashlee Chavez	56.50	85000-54120					
	21.47	88000-54120					
Christina Chill	28.81	87000-54120					
City of Lompoc - Police Dept.	48.00	87000-53478					
Demco	76.40	85000-52201					
Lee Edie	40.68	85000-54120					
Adam Fabela	15.25	85000-54120					
	4.52	86000-54120					
	10.74	88000-54120					
FoodsCo	11.57	87000-52410					
Fresh & Easy	12.12	87000-52410					
Home Depot	37.71	85000-52408					
	103.34	86000-52408					
Industrial Medical Group	40.00	87000-53478					
K.L.E. Custom Imaging	25.49	85000-52201					
Moeller's Copier Repair	114.89	85000-52132					
	43.20	86000-52131					
Office Depot	101.44	85000-52201					
	29.10	85000-52408					
Staples	28.08	85000-52201					
Toshiba Business Solutions	146.02	85000-52131					
Unique Management Svs	304.30	40085-46129					
	<u>7,376.90</u>						
				Total	<u>7,376.90</u>		

Account Breakdown (revised)

Reference					
Lompoc Library	85x00-xxxxx & 40085-xxxxx				
Village Library	86x00-xxxxx & 40086-xxxxx				
Buellton Library	88x00-xxxxx & 40088-xxxxx				
Literacy	87x00-xxxxx & 40087-xxxxx				
Account Totals		Lompoc	Village	Buellton	Literacy
Postage	xxxxx-52110				
Office Supplies	xxxxx-52120				
Printing	xxxxx-52130				
Copy Machine Expense	xxxxx-52131	146.02	43.20		
Copier Charges-Rental	xxxxx-52132	114.89			
Publications	xxxxx-52140	1,286.63	47.27	81.79	
Publications- Youth	xxxxx-52141	259.39			
Book Rental	xxxxx-52142	129.29			
Operating Supplies	xxxxx-52201	351.32	32.85	10.95	
Computer Equip.	xxxxx-52237	19.74			
Bldg. Maint. Supplies	xxxxx-52408	66.81	103.34		
Other Supplies	xxxxx-52410				23.69
Utilities	xxxxx-53110	3,118.25	603.59		
Telephone	xxxxx-53202	16.55	23.35	68.00	
Prof Svs-Advertising	xxxxx-53340				
Black Gold Services	xxxxx-53460				
Background Screening	xxxxx-53478				133.00
Shredding Service	xxxxx-53489				
Office Equip Maint.	xxxxx-53502				
Special Equip Maint.	xxxxx-53503				
Training	xxxxx-54101				
Travel	xxxxx-54120	225.99	38.43	99.45	28.81
Membership	xxxxx-54130				
Meetings/Training	xxxxx-54140				
UMS Collection Contract	40085-46129	304.30			
Misc. Donation	4008x-48299				
Women's Fund	85000-79941				
Grounds Maintenance	85200-53408				
Literacy Fund Raiser	40087-48234				
CA Council for Humanities grant	85120-xxxxx				
Christian Science Society grar	88310-73044				
Total		6,039.18	892.03	260.19	185.50

CERTIFICATE OF APPRECIATION

In recognition of outstanding achievements on behalf of the Lompoc Public Library System and its patrons, the Library Director and the Library Board of Trustees wish to express their appreciation to

JESSICA CADIENTE

for taking on additional duties of supervising another department of the Lompoc Public Library. With the elimination of the Circulation Supervisor position, Jessica has taken on oversight of the Circulation Department, including supervising the staff of the department, creating a new procedures manual, and is working to unify staff through a difficult time. She has accepted these extra duties without complaint and only thinks of making the library a better place for patrons to visit and staff to work. Jessica is gracious, hardworking, dedicated and committed to providing excellent customer service. Her services are greatly appreciated by all.

Given this 10th day of September, 2013

Library Director



Library Board of Trustees

CERTIFICATE OF APPRECIATION

In recognition of outstanding achievements on behalf of the Lompoc Public Library System and its patrons, the Library Director and the Library Board of Trustees wish to express their appreciation to

LEZLEE HURTADO

for taking on additional duties and work at the Lompoc Public Library. With the elimination of the Circulation Supervisor position, Lezlee has taken on oversight of the many volunteers supervised by this position. This has also come at a challenging time as it is the beginning of a massive project that requires the training, scheduling and supervision of over 20 volunteers. She has accepted these extra duties without complaint and works hard towards making the library a great place for volunteers to spend their time. Lezlee is reliable, devoted, and committed to providing excellent customer service. Her services are greatly appreciated by all.

Given this 10th day of September, 2013

Library Director



Library Board of Trustees

CERTIFICATE OF APPRECIATION

In recognition of outstanding achievements on behalf of the Lompoc Public Library System and its patrons, the Library Director and the Library Board of Trustees wish to express their appreciation to

PATRICIA PHILLIPS

for her dedicated service to the community as an employee of the Lompoc Public Library. Pattie was appointed as the Circulation Supervisor in October 2012 and was immediately well-liked and respected by coworkers and library patrons. Her leadership of the circulation department is to be commended. Due to unfortunate budgeting circumstances, Pattie's position at the library is being eliminated, but she is able to remain at the library in a different capacity. Her commitment to excellence is appreciated and we wish her all the best as her staff responsibilities shift focus.

Given this 10th day of September, 2013

Library Director



Library Board of Trustees

CERTIFICATE OF APPRECIATION

In recognition of outstanding achievements on behalf of the Lompoc Public Library System and its patrons, the Library Director and the Library Board of Trustees wish to express their appreciation to

RICHARD AND NINA TAYLOR

for their volunteer services to the library for many years. Richard and Nina have dedicated an incredible amount of time to the library in years past. Nina has served as President of the Friends of the Library, as a member of the Support the Village Library campaign, and managed the Homebound program. She has supported the library in so many ways— from being present at programs and meetings, to baking cookies, and donating brand new and useful materials for the collection. Richard and Nina have both served as the Booksale Chairs for the Friends of the Library, a very difficult and exhausting job. Their services are greatly appreciated by all and we wish them luck for the future!

Given this 10th day of September, 2013

Library Director



Library Board of Trustees

A. Report on the completion of Charlotte's Web Children's Library Project

The Memorandum of Understanding has not yet been approved by the Lompoc District Libraries Foundation. The timeline below reflects the history and process of the MOU so far, as well as current comments being made by the Foundation regarding the drafted MOU awaiting approval.

<i>Date</i>	<i>Action</i>
November 2012	City Council approves concept of bookmobile; makes motion to rescind 2006 MOU
December 2012	City Attorney drafts new MOU
	Foundation votes to rescind 2006 MOU
	MOU is provided to the Foundation and Benton Trustees for review
January 2013	Foundation votes not to be party to a new MOU
February 2013	new MOU is drafted without Foundation being party to MOU; new MOU sent to Benton Trustees
March 2013	MOU is finished being reviewed by Benton Trustees attorney; Benton Trustees want Foundation to be party to the MOU
	meeting between Library Director, City Attorney, Benton Trustees and Foundation members held; outcome of meeting - City Attorney will revise MOU to reflect Foundation being party to the MOU and being a pass-thru
	New MOU is drafted; shared with Benton Trustees and Foundation
April 2013	Foundation votes 1) not be included in a new MOU except for rescission of prior MOU and 2) no longer act as a pass-thru
	Foundation meets with Benton Trust to inform them of their decisions
May 2013	Benton Trustees work with Library Director regarding a new pass-thru agency
	Benton Trustees meet with Friends of the Library; Friends vote to act as pass-thru and be party to MOU
June 2013	Benton Trustees inform Library Director of several challenges from their perspective regarding Foundation not being party to MOU; Library Director shares these concerns with Foundation
	Foundation sets up a meeting that includes Foundation members, Library Board of Trustees President, Library Director, City Finance Director, Assistant City Administrator, City Attorney and Councilman, Bob Lingl; meeting outcomes - Foundation will turn over monies related to CW project and proceeds from the sale of a mortgage note
	New MOU is drafted by City Attorney and provided to all parties - Friends, Foundation, Benton Trustees
July 2013	Library Director on Maternity Leave
August 2013	Benton Trustees attorney approves drafted MOU with some changes; MOU with changes shared with all parties
	Friends approve new MOU
	Foundation turns over check to City of Lompoc for \$285K for CW project
	Library Director requests Foundation President place discussion of drafted MOU on agenda for upcoming Foundation meeting

Foundation President, Suzanne Schwark, sends email to Library Board of Trustees President, Assistant City Administrator and Councilman, Bob Lingl, stating: "the MOU presently being drafted by the City Attorney should focus on the parties responsible for the next phase, that of Operation and Maintenance; those parties being, The City and Benton Trustees. The Library Foundation does not need to be party to a new MOU"

Library Director speaks with Foundation President on the phone and is told that the Foundation will not agree to newly drafted MOU and is unsure if item will be placed on agenda for upcoming meeting

Library Director reconfirms with City Attorney the Foundation's obligations via drafted MOU are as follows: rescind 2006 MOU and turn over proceeds from mortgage note within the next year

Next Foundation meeting: Thursday, September 12, 4:30pm

8B. Report on the status of the Library's re-roofing project

A Pre-Construction meeting was held on August 14, and the Contractor began rooftop work on August 21st. Removal of the existing roofing was completed on the eastern and middle roofs on August 25. All roofing removal work is anticipated to be complete by September 8th. Installation of new roofing materials began Tuesday, August 27th and has included nailers, primer, sealant, and spray foam insulation. The Contractor has maintained their planned progress schedule so far, and anticipates completion of the project in early October, though their base contract time lasts until October 20th.

A report on this project was in the Lompoc Record dated August 27. As a correction to the article, the electrical assessment is not being completed on the roof, but rather the interior of the building.



Lompoc District Libraries Foundation
 Buellton - Lompoc - Vandenberg Village
 PO Box 2833
 Lompoc, CA 93438-2833
libraryfoundation@blackgold.org

*Copies to:
 Jo Pannone
 Brad Wilkie
 Ashlee Chavez
 File*

Suzanne Schwark, President
 Melinda Aguirre, Vice President
 Gail Meehan, Secretary
 Robin Dunaetz, Treasurer

City of Lompoc
 Attn: Teresa Gallavan, Assistant City Administrator
 PO Box 8001
 100 Civic Center Plaza
 Lompoc, CA 93438-8001

RECEIVED

AUG 26 2013

CITY ADMINISTRATOR'S OFFICE

Dear Ms Gallavan,

Thank you for your letter dated July 9, 2013. The Lompoc District Libraries Foundation is excited to take this opportunity to move forward with the Charlotte's Web Children's Library Project. A Library Foundation check for the Project in the amount of \$285,015.18 is included with this letter.

The Memorandum of Understanding made on November 21, 2006 between the Parties to the Project called for the City to create the physical facility from funds raised for that purpose, and for the Charlotte Benton Trust and the Lompoc District Libraries Foundation to cooperate in obtaining funds for creation of the physical facility and channeling funds for Operations & Maintenance to the City for the Project. The physical facility has evolved significantly since the inception of the project and is now moving toward realization.

At the June 25, 2013 meeting of the Library Foundation and City representatives, the Library Director told us that the Project is within 6-9 months of completion. As called for by the 2006 Charlotte's Web MOU, the Lompoc District Libraries Foundation is ready to transfer or assign to the City all assets for the Project previously received from Charlotte Benton or the Charlotte Benton Trust. Also included in the check amount are funds raised for the Project received or donated from other sources.

At that meeting, information was conveyed by City representatives that the City could not accept an assignment of the interest bearing Mortgage Note held for the Project by the Library Foundation, but that the proceeds from the sale of the Note would be acceptable.

At the end of the Library Foundation's most recent fiscal year that closed on 06/30/13, the Library Foundation's Charlotte's Web Children's Library Project holdings, except for the Mortgage Note funds, totaled \$290,015. The various accounts and CD's that made up this total have now been closed. The Library Foundation is setting aside in a Reserve Fund \$5,000 of this total to use, if needed, for professional services and other fees for converting the Mortgage Note and making the proceeds available to the City.

All funds for the Project given to the Lompoc District Libraries Foundation by the Charlotte Benton Trust have previously been disbursed for the Project to the City of Lompoc.

The check total includes some amounts that were received by the Library Foundation for specific Project costs. This distribution to the City for the Project includes funds from and for the following:

<u>Source</u>	<u>Amount</u>	<u>Given to be Used for:</u>
Annenberg Foundation Grant	\$ 27,979.00	Construction costs
Wood-Claeyssens Foundation	\$ 30,000.00	Furniture & Equipment costs
Subtotal	\$ 57,979.00	
Various Donors	<u>\$227,036.18</u>	Construction, Operations & Maintenance
Total	\$285,015.18	

The Library Director has previously provided a summary of current Project costs. Some Construction and Furniture & Equipment costs remain to be covered before Opening Day. The Library Foundation would like to let the Annenberg and Wood-Claeyssens Foundations know how their grant funds were used. Although fund-raising for this project has gone on for many years, the Library Foundation has maintained contact with both organizations and provided reports from time to time about the Charlotte's Web Children's Library. Project completion will be a great opportunity to express our Community's appreciation of their support.

The remaining Mortgage Note funds will be transferred in a future distribution to the City for the Project. The Library Foundation has initiated efforts to make the proceeds available in cash. Any funds remaining in the reserve account will be distributed with the proceeds of the Note.

Sincerely,

SIGNED

Suzanne Schwark, President
Lompoc District Libraries Foundation
August 22, 2013

CC: Laurel Barcelona, City Administrator
Charlotte Benton Trust

8C. Consideration of approval of the Agreement for Operations of a Countywide 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 FY13-2014 was approved by the County Board of Supervisors on August 20, 2013.

Library Directors who administer the County funds look forward to working with the County in this effort. The per capita support allocated by the County was increased from the 2012-2013 level of \$5.98 to \$6.90 for library services in FY 2012-2013.

Discussion

The City Attorney reviewed several concerns with the contract with the Library Director and County staff, prior to the contract being presented to the County Board of Supervisors. The contract presented has been revised to meet those concerns. A copy of the contract follows this report.

Impact

Approval of the 2012-2013 Agreement for Operation of a Countywide Library System will trigger the first payment of the County allocation to the City of Lompoc for the Lompoc Library System.

Staff Recommendation

That the Board of Trustees 1) approve the Agreement for Operation of a Countywide Library System, and 2) provide direction to the Library Director to forward the contract to Lompoc City Council with a recommendation for approval.

8D. Scheduling of meetings at Buellton and Village Libraries

Each year the Board of trustees holds one meeting at each of the branch libraries. This provides an opportunity for branch managers to update Trustees on branch activities and facility upgrades. The Buellton and Village managers have been advised of the proposed meeting dates at their sites and have made arrangements to accommodate the meetings.

The Village Library has no meeting room, so the meeting there will need to begin at 6:00pm after the Library closes.

The Buellton City Council chambers are available at 10:00am.

Staff Recommendation

The Library Board of Trustees approve holding its regular meeting at the Village Library on October 8, 2013 and at the Buellton Library on December 10, 2013 and set the start time for both meetings.

AGREEMENT FOR OPERATION OF A COUNTYWIDE LIBRARY SYSTEM

THIS IS AN AGREEMENT BY AND BETWEEN:

COUNTY OF SANTA BARBARA, a political subdivision of the State of California hereinafter referred to as County,

CITY OF SANTA BARBARA, a municipal corporation, hereinafter referred to as Santa Barbara,

CITY OF LOMPOC, a municipal corporation, hereinafter referred to as Lompoc, and

CITY OF SANTA MARIA, a municipal corporation, hereinafter referred to as Santa Maria, (the Cities are hereinafter referred to either singularly as "City" or collectively as "Cities").

WITNESSETH THAT:

~~WHEREAS, the parties hereto desire to contract for the furnishing to all inhabitants of the County of Santa Barbara, including residents of the Cities, a uniform financial level of County-wide library services provided by the County; and~~

WHEREAS, the parties believe that such services can be most efficiently provided through the medium of the existing facilities of the Cities together with the use of existing branch facilities outside of the contract City's areas without the creation of County-operated duplicate establishments; and

WHEREAS, the parties believe that the fairest method of equalizing the expense of providing such library services is for the County to contribute to the Cities, to be expended by the Cities for library services, a given and equal amount of money for each person residing within their respective zones as hereinafter provided, and the parties have agreed that during the term of this Agreement, the sums hereinafter specified will be sufficient contribution by the County; and

WHEREAS, each City is a member of the Black Gold Cooperative Library System, a service agency established by the authorization of the Public Library Development Act of 1963, since such membership is extended to the incorporated as well as the unincorporated areas of the County; and

WHEREAS, it is the intent of the parties to use State Public Library Fund money, if available, to supplement, but not supplant, local revenues appropriated for public libraries;

NOW, THEREFORE, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.**

The County Community Services Director is the designated representative of County and will administer this Agreement for and on behalf of County. Each of the Cities' Chief Librarians is the designated representative for their respective City. The County, as well as each of the Cities, will notify each party when there has been a change of the designated representative.

2. **SERVICES TO BE RENDERED.**

Each of the contracting Cities shall assume and provide the services of a public library for the zone herein designated to it, including the incorporated cities within such zone, as described further in Section 5, below. The Chief Librarian for each of the Cities shall plan and administer a consolidated library program in the incorporated and unincorporated areas of the respective zone.

Each of the Cities agree that all books in its library belonging either to the Cities or the County shall be equally available to all of the inhabitants within the zone designated to the Cities regardless of the inhabitants' residence regardless of whether said books are drawn through a branch or through a City's main library; and that the interchange of books and materials be continued among all parties in the three library zones.

3. **TERM.**

This Agreement shall be for a term commencing on July 1, 2013, and continuing through June 30, 2014. Subject to County budgetary appropriations and availability of funds, the amount of money to be allocated and paid to each of the Cities shall be based on:

Population figures certified for January 1 of each prior fiscal year as shown in the California State Library (Certification of Population Figures). In no event shall this amount exceed the sum or sums, if any, so budgeted by County as shown in Exhibit A, attached hereto and incorporated herein by reference.

4. **TERMINATION BY COUNTY OR WITHDRAWAL BY CITIES.**

At any time during the term of this Agreement or any extension thereof, County may, on six (6) months' prior written notice to Cities, terminate this Agreement. At any time during the term of this Agreement or any extension thereof, the Cities that are a party to this Agreement may, on six (6) months' prior written notice to the County and other cities that are parties, withdraw from and cease to be a party to this Agreement. Should any City withdraw from this Agreement, unexpended funds previously distributed to that City shall be repaid to County.

5. LIBRARY ZONES.

a. Santa Barbara shall have the primary obligation to furnish library service to all persons inhabiting Library **Zone 1**, including the City of Carpinteria, City of Goleta, City of Santa Barbara, City of Solvang and the unincorporated areas including the communities of Isla Vista, Los Olivos, Montecito, and Santa Ynez.

b. Lompoc shall have the primary obligation to furnish library service to all persons inhabiting Library **Zone 2**, including the City of Buellton, City of Lompoc and the unincorporated areas including the communities of Mission Hills, Vandenberg Village and all of Vandenberg Air Force Base.

c. Santa Maria shall have the primary obligation to furnish library service to all persons inhabiting Library **Zone 3**, including the City of Guadalupe, the City of Santa Maria and the unincorporated areas including the communities of Cuyama and Orcutt.

d. The Cities may not change the level of service (i.e., hours of operations or staffing) to the County branches without prior consultation with the County Community Services Director or his or her designee. Any changes to the level of service must also be presented to the Library Advisory Committee for input.

e. The County may provide direction to any City regarding a City's use of funds provided by the County pursuant to this Agreement for administration, maintenance and operation of libraries within that City's respective zone.

6. DEPOSIT AND ALLOTMENT OF FUNDS.

Contribution for FY 2013/2014:

a. County agrees to **contribute \$2,948,397 for Fiscal Year 2013/2014**, which sum provides a per capita level of support of approximately \$6.9006 for library services, to be used for operations and acquisition of books/materials for each inhabitant of the County of Santa Barbara. For the purpose of making the allotments provided for in this paragraph for the **2013/2014** Fiscal Year, the parties hereto agree that the population count in each of the library zones as determined in accordance with the provisions below is as follows:

POPULATION BASE PER PLF CERTIFICATION		
<i>Proposed 2012 for use for FY 13/14 - \$6.9006 Per Capita</i>		
Zone 1 - Santa Barbara	218,613	\$1,508,560
Zone 2 - Lompoc	65,275	\$450,436
Zone 3 - Santa Maria	<u>143,379</u>	<u>\$989,401</u>
TOTAL:	427,267	\$2,948,397

b. It is understood and agreed by the parties hereto that, except as otherwise provided in this Agreement, County's total contribution under this section is based on the population estimates prepared by the California State Library (Certification of Population Figures) published the first of June each year; and, that the allocation thereof by library zones is based on the breakdown of such population figures, but is one year in arrears (i.e., FY 12/13 population based upon June 1, 2011 data).

c. In addition to the sums set forth above, the Goleta Branch Library, will receive funds as are actually collected within the unincorporated portion of County Service Area Number Three, CSA No. 3, (Exhibit B, which is attached hereto and incorporated herein by reference), which are expected to total approximately \$172,000, which are available for extended library facilities and services in CSA No. 3 as a result of the passage of Measure "L" by the voters. Changes in the cost of living are, and shall be based upon, the percentage change in the Urban Consumer Price Index (CPI) for the Los Angeles, Anaheim, Riverside Area using the calendar year immediately proceeding the applicable tax year as the base. These funds shall be used only for the purposes set forth in Measure "L". This assessment is collected through the property tax payment process and is due April 15, within the fiscal year of this Agreement. Therefore, these funds are payable in the fourth quarter of the fiscal year. This Agreement does not create and shall not be construed as creating or giving rise to any duty, responsibility, obligation, promise or liability on the part of County to provide funds to the Goleta Branch Library or to CSA No. 3.

d. Except as otherwise provided herein, the payments to be made by the County to the Cities under this Agreement shall be made in two installments: the first after execution of this Agreement by all parties and the second payment on January 15, provided that the Cities have complied with the appropriate reporting requirements, according to methods provided for in Section 17 hereof.

e. In the event that any of the funds herein provided for are not expended by the Cities within the year for which said funds are budgeted, the same shall be retained by the applicable City and held in the appropriate branch's library reserve to be reconsidered for distribution for the ensuing year.

f. No funds paid by the County to Cities as provided herein shall be used for purposes other than the performances by the Cities of the administration, maintenance and

operation of a consolidated library service. Funds provided hereunder which are used for other purposes shall be reimbursed to the County.

7. **COUNTY BUILDINGS.**

Ownership of branch library buildings and the land on which such buildings are situated or are to be situated, if situated on County land or purchased with County funds, shall be vested in the County, and no City or library zone shall have exclusive rights to any such County-owned branch library building. County may designate any such County building for use by a particular City or Cities to serve a particular zone or zones, or a portion thereof. In making designations of County buildings, County shall consider the recommendations of the Library Advisory Committee, as well as public comments and other relevant information.

Each City to which a branch building is designated shall maintain, repair and operate such branch library building to the extent determined necessary by that City to maintain and operate such building in a safe and decent manner. Upon a change or termination of such building designations, the City shall vacate said building and return said building to County in the same condition as the City received it, usual wear and tear excepted.

8. **FURNISHINGS, EQUIPMENT AND SUPPLIES**

The parties agree that all furnishings and equipment contained in and designated for use solely in the library, including but not limited to books, shelves, desks, tables, chairs, study carrels, telecommunication and computer equipment and systems, office machines, appliances, fixtures and HVAC systems, are deemed the property of the County only in the branch libraries where the County is responsible for the property insurance for the building and contents as set forth in Section 15. Such locations include Carpinteria, Cuyama, Montecito, Solvang and Vandenberg Village. In all other locations, the furnishings and equipment of each branch library shall be deemed to be the property of the City responsible for administering the zone where said branch library is located and may be reassigned at any time to any branch library within the City's zone to enhance access for library customers and improve efficiency of library operations.

Each City shall solely be responsible for the cost of purchasing all office and restroom supplies that City determines is needed for the operation of the libraries located within each City's respective zone. Each City is allowed to use the funds herein made available for the stated purpose of purchasing these supplies for its branch locations.

9. FACILITY MAINTENANCE AND REPAIR

Each City shall perform maintenance, repair and replacement work the City determines necessary at the various branch libraries located within that City's respective zone. All maintenance and repair work shall be done in a competent and workmanlike manner. For maintenance or repairs to a County-owned branch that exceed the funds available to a responsible City, the responsible City shall send written notice to the Community Services Director and unless the funds necessary for such maintenance or repairs are provided, the City need not perform the maintenance and repair. For maintenance and repair responsibilities that are the responsibility of the County hereunder, the City shall send a written request for service to the County at the address noted below

County of Santa Barbara, General Services Department

Attn: Facilities Manager, Mike Snyder

4568 Calle Real, Blg B

Santa Barbara, CA, 93110

Email: msnyder@co.santa-barbara.ca.us

Phone: 805.568.5672

The Cities are allowed to use the funds herein made available for the stated purpose of facility maintenance and repair for its branch locations.

10. JANITORIAL SERVICES

Each City shall be responsible for directly managing and paying costs for janitorial services at each branch location under each respective zone as that City determines are necessary. The Cities are allowed to use the funds herein made available for the stated purpose of janitorial services.

11. UTILITIES

Each City shall be responsible for paying the utilities and connection costs associated with the branch locations under each respective zone. Said utility service costs shall include charges for electricity, water, natural gas, telephone, cable and sewer services. The Cities are allowed to use the funds herein made available for the stated purpose of paying utilities at its branch locations. Since the County is assuming responsibility for paying utilities (electricity, natural gas, refuse and water) at the Solvang branch (located within Zone 1) and the Cuyama branch (located within Zone 3), the County will withhold \$5,000 from its allocations to both Santa

Barbara (Zone 1) and Santa Maria (Zone 3) to cover the costs of utilities. In June, the County will deduct the actual cost of the utilities from the \$5,000 withholding and then transfer any remaining balance to the respective cities of Santa Barbara (Zone 1) and Santa Maria (Zone 3). Any additional utility costs that are incurred at Solvang or Cuyama branch locations that are not directly charged to the County will be paid by the City responsible for administering that zone (i.e., Santa Barbara for Solvang and Santa Maria for Cuyama).

12. LIBRARY ADVISORY COMMITTEE

The Board of Supervisors has by appointment created a Library Advisory Committee. The term of office of each member of the Library Advisory Committee shall run concurrently with the term of this Agreement, or until discharged at the pleasure of the Board of Supervisors.

Each City, namely Santa Maria, Lompoc, and Santa Barbara, shall nominate one member for appointment by the Board of Supervisors. In addition, the Cities of Carpinteria, Buellton, Guadalupe, Solvang, and Goleta, in recognition of their significant contributions to free library service within the County, may each nominate one member for appointment by the Board of Supervisors, and the County Supervisor of each supervisorial district shall appoint one member. In recognition of County Service Area 3's significant contributions to free library service, the County Board of Supervisors shall appoint one member from the residents of County Service Area 3. The Supervisors shall further appoint one member of its Board, or a designee, to chair the Library Advisory Committee.

The Library Advisory Committee shall meet at least quarterly to review services and operations, and to make advisory recommendations to the Board of Supervisors as follows:

- a. Ensure adequate library services to all the inhabitants of the County of Santa Barbara;
- b. Review the operation of the library system and this Agreement;
- c. Submit advisory recommendations to ensure adequate service to branch libraries;
- d. Assure adequate exchange of information among libraries;
 - Determine the level of service necessary to ensure adequate library services for all the residents of the County;
 - Consider site locations and building programs;
 - Receive notices of reductions to the level of library services; and
 - Receive citizen input regarding library-related issues and make recommendations thereon.

13. STATE PUBLIC LIBRARY FUND

a. For purposes of obtaining funds from the State Public Library Fund (PLF), each City shall include County expenditure information when reporting to the State Librarian pursuant to California Education Code Section 18023. Cities shall send copies of the annual population certification to the County Community Services Director.

b. Any funds received by the Cities from the PLF pursuant to California Education Code Section 18025 shall be retained by the Cities; provided, that County branches are provided a share of those funds on a per capita distribution system consistent with Section 6 of this Agreement.

14. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

15. INSURANCE

The City to which a building is designated shall obtain and maintain in effect during the period of such designation general and automobile liability insurance covering the use of such building by the City to which it is designated, and by its officers, agents, employees or volunteers acting on City's behalf or at City's direction, with single limit coverage of not less than \$1 million. The City shall also maintain Workers' Compensation coverage as required by the California Labor Code and employers' liability insurance. All insurance coverages are to be

placed with insurers which (1) have a Best's rating of no less than A VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the County. Said general and automobile liability insurance policy shall name the County of Santa Barbara, its officers, agents and employees as additional insured, and shall not be canceled without giving at least thirty (30) days' prior written notice to County. County shall be furnished with a certificate of insurance by the City to which a branch library building has been designated prior to performance by the County. A copy of the endorsement evidencing that the County has been added as a named additional insured on the policy must be attached to the certificate of insurance. Said policy or policies shall include severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the County has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only".

As an alternative to the liability insurance requirements contained above, a City can provide evidence in writing to the County showing that it has an approved self-insurance program and will then only be required to submit a certificate of insurance for the difference, if any, between its self-insurance limit and \$1 million combined single limit coverage.

The property insurance for each building shall be borne by the entity that owns the building. For branch locations housed within a County-owned building, the County shall be responsible for property insurance for both the building and its contents. Such locations include Carpinteria, Cuyama, Montecito, Solvang and Vandenberg Village. For the branch libraries that are located within a leased building, the City that is the lessee of the building space shall assume responsibility for property insurance for both the building and its contents. For the purpose of this Agreement, "content" includes furnishings, equipment and supplies as identified in section 8, as well as audiovisual and electronic materials such as books, subscriptions, government documents and microfilm used by library patrons. Each City is allowed to use the funds herein made available for the stated purpose of property insurance for contents in its respective branch facilities.

16. BUDGET AND REVENUE/EXPENDITURE PLAN

On or before May 1 of each year each City shall submit to the County a 3-year Revenue/Expenditure plan and proposed budget for each branch. Such plan shall include

operations and capital budgets as well as all reserves and all gifts designated to a given branch. The 3-Year Revenue/Expenditure plan will be reviewed with the Library Advisory Committee as part of budget development and long-term planning processes.

17. REPORTS OF RECEIPTS AND DISBURSEMENTS

Upon adoption of a library budget by each City, each City shall provide to the County a written copy thereof showing the amount to be spent in each branch including anticipated disbursements from reserves and gifts. Amendments to branch budgets must be reviewed by the Library Advisory Committee prior to review by Board of Supervisors. Such amendments may include unanticipated or required reductions or increases in revenue via any source. The County shall be provided with copies of any amendments to said budget upon request.

Annually each City shall provide the County with a statement on all receipts and disbursements made pursuant to this Agreement, listing all items of receipt and expenditure throughout the year. Such statements showing the amount spent in each respective County branch located in the City's zone shall include an itemization of salaries and wages, materials, supplies, and services, capital outlay and use of reserves and gifts. In particular, such statement shall show as separate items those obligations and expenditures which are made or incurred for the purpose set forth in Section 6. The annual financial statements shall be submitted no later than sixty (60) days after the end of the fiscal year. Each City shall keep accurate accounts and records for funds expended to accomplish the purpose of this Agreement, and shall make such accounts and records available at all times for inspection and audit by authorized agents of the County of Santa Barbara. All such accounts and records shall be retained for at least a period of five (5) years after the fiscal year to which such records relate.

18. GIFTS

Each City shall have or adopt a gift policy, to inventory, characterize, track and report on gifts made directly to a City's individual branch library. Each City shall notify the County of any changes made in the gift policy. In the event that any person shall give or bequeath any gift directly to any library herein referred to, such gift shall be treated according to the gift policy of the City or the County, as applicable. Any gift accepted for a library in the unincorporated areas of the County shall become the property of the County, and may be designated for use by the branch library serving said zone. Each gift given directly to a library will, to the extent desired

by the presenter, contain specific reference regarding preferred use (i.e., general operations, equipment, books etc.).

19. EMERGENCY

In the event of an emergency (a) which results in a loss of library materials, and (b) which affects the ability of any branch library to maintain the current level of library service, any party hereto may request the assistance of any other party in obtaining replacement library materials necessary for the functioning of the affected branch. Provided that all expenditures for replacement materials are approved in advance and in writing by the requesting party, the assisting party shall be entitled to full reimbursement from the requesting party for all expenditures made in accordance with applicable laws governing the assisting party.

20. ASSIGNMENT

No party shall assign this Agreement or any part thereof or any monies payable hereunder without the prior written consent of all of the parties. Any attempt to assign without consent shall be void.

21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon request of any party this Agreement shall forthwith be physically amended to make such insertion or correction.

22. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

County of Santa Barbara
Herman Parker, Community Services Director
105 E. Anapamu Street Suite 406
Santa Barbara, CA 93101

~
Mary Housel, City Librarian
Santa Maria Public Library
421 S. McClelland Street
Santa Maria, CA 93454

Ashlee Chavez, Library Director
Lompoc Public Library
501 E. North Avenue
Lompoc, CA 93436

~
Irene Macias, Library Director
Santa Barbara Public Library
P.O. Box 1019
Santa Barbara, CA 93102

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

23. SECTION HEADINGS

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

24. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

25. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

26. NO WAIVER OF DEFAULT

No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient at the sole discretion of County.

27. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this

Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

28. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

29. COMPLIANCE WITH LAW

Each party hereto shall, at its sole cost and expense, comply with all County, local, State, and Federal ordinances, regulations and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of any such party in any action or proceeding against said party that said party has violated any such ordinance or statute, shall be conclusive of that fact as between said party and County, whether or not County is a party in such litigation.

30. CALIFORNIA LAW

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

31. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

32. AUTHORITY


All signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such signatories and that all formal requirements necessary or required by any local, state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, each party hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which that party is obligated, which breach would have a material effect hereon.

33. FACSIMILE SIGNATURES

In the event that the parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission of the facsimile, except that funds shall not be released upon a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County.


IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by County.

COUNTY OF SANTA BARBARA


By: 
SALUD CARBAJAL
Chair, Board of Supervisors

Date: 8-20-13

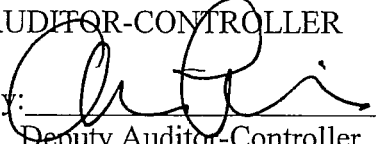
ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: 
Deputy Clerk

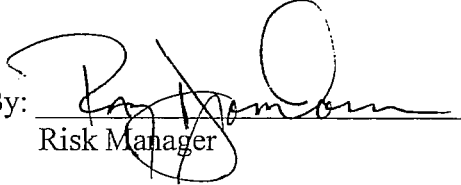
APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

By: 
Michael A. Munoz
Senior Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

By: 
Risk Manager

[Fund 0001, Dept. 057, LI Acct 7650, Prog. 1210]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 2013.

CITY OF SANTA MARIA

ATTEST:

By: _____
Mayor

By: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
Risk Manager

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 2013.

CITY OF SANTA BARBARA

ATTEST:

By: _____
City Administrator

By: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
Risk Manager

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 2013.

CITY OF LOMPOC

ATTEST:

By: _____
Mayor

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

8E. Consideration of revisions to the schedule of open hours for the Lompoc Library

Background

As previously reported, during the Santa Barbara County budget hearings that took place in June, the County Board of Supervisors voted to increase the allocation to the library by changing the per capita from \$5.97 to \$6.90. This is significant to all library's 2013-14 budgets. The increases are as follows:

	Lompoc	Village	Buellton
13-14 Budgeted Allocation*	\$ 303,889.57	\$ 53,154.84	\$ 32,588.60
13-14 New Allocation	\$ 351,282.11	\$ 61,444.50	\$ 37,670.90
Increase in Funding	\$ 47,392.54	\$ 8,289.66	\$ 5,082.30
*The 13-14 Budgeted Allocation reflects the allocation that was presented in the 13-14 preliminary budgets that were recently adopted and viewed by the Trustees.			

During the August 2013 meeting of the Board of Trustees, the Library Director suggested using some of the funds for to increase service hours to the Lompoc Library by restoring 8 hours of service. The approximate fiscal impact of restoring 8 service hours is \$25,500.

The current Lompoc Library open schedule is:

DAYS OF THE WEEK	OPEN TIME	CLOSE TIME
Monday-Tuesday	10:00AM	5:00PM
Wednesday-Thursday	1:00PM	8:00PM
Friday-Saturday	1:00PM	5:00PM

Discussion

Library staff wanted to make sure that new hours worked for operational needs, patron needs and were easy to remember. Staff re-evaluated the report given to Trustees a number of months ago regarding library usage broken down by hour.

The proposed new Lompoc Library open schedule is:

DAYS OF THE WEEK	OPEN TIME	CLOSE TIME
Monday-Thursday	10:00AM	7:00PM
Friday-Saturday	1:00PM	5:00PM

This would be effective October 21, 2013 after the Library roofing project is completed. The job specifications for the roofing project were based on the library's old hours.

Staff Recommendation

The Library Board of Trustees approve the revisions to the schedule of open hours for Lompoc Library, effective October 21, 2013.

8F. Approval of revisions to the Library Rules of Conduct

Background

The Library Rules of Conduct are incredibly useful in addressing behavior that is not appropriate in the Library. Unfortunately, there are many instances of “repeat offenders” and the Library has no true recourse in dealing with these types of patrons in a fair and consistent way.

Discussion

The current Library Rules of Conduct follow this report. Library staff is recommending adding the following language to the end of the Rules of Conduct:

Any patrons displaying these behaviors will be addressed in the following manner:

- FIRST VIOLATION: Initial warning, given copy of Library Rules of Conduct.
- SECOND VIOLATION: Library privileges suspended for one day.
- THIRD VIOLATION: Library privileges suspended for seven days.
- FOURTH VIOLATION: Library privileges suspended for up to one year.

EXCEPTION: Notwithstanding the progressive action described above, if a patron cannot or does not cease the behavior immediately upon direction from Library staff, the Library staff shall direct the patron to leave the Library immediately and not to return to the Library until the behavior ceases.

This is the same language that the Santa Barbara Public Library utilizes in their Rules of Conduct. This language will allow staff members to have a consistent and progressive methodology to handle problem patrons.

Staff Recommendation

The Library Board of Trustees approve revisions to the Library Rules of Conduct policy.

Library Rules of Conduct

Welcome to the Lompoc Public Library System. Library users expect each of our facilities to be clean, comfortable, and safe places. The library is responsible for establishing rules of conduct to protect the rights and safety of library patrons, volunteers, and staff. The rules are also designed to maintain the library's peaceful atmosphere, facilitate library usage, and protect library property.

Behavior becomes unacceptable when it interferes with the rights of others, when it could result in injury to one's self or others, when it could result in damage to library materials, buildings, or equipment, and when it does not align with the library's mission.

The following actions are examples of conduct NOT allowed on library property:

1. Engaging in any activity in violation of federal, state, or local or other applicable law, or library policy, including but not limited to:
 - a) Carrying firearms and dangerous weapons of any type (except by law enforcement officers)
 - b) Being under the influence of alcohol/illegal drugs, or selling, using, or possessing alcohol/illegal drugs inside the library or outside on library grounds
 - c) Stealing, damaging, altering, or inappropriate use of library property in library facilities or on library grounds, including computer hardware and software, printers, copiers, and other equipment, and books or other library material
2. Engaging in disruptive behavior that disturbs others or interferes with library operations and services including but not limited to:
 - a) Creating disruptive noises such as loud talking, screaming, or banging on computer keyboards
 - b) Using cell phones, pagers, and other communication devices in a manner that disturbs others
 - c) Using audible devices without headphones or with headphones set at a volume that disturbs others
 - d) Using the library with offensive body odor and/or lack of personal hygiene
 - e) Fighting or challenging to fight, running, pushing, or shoving
3. Verbally or physically threatening or harassing other library patrons, volunteers, or staff, including but not limited to:
 - a) Stalking, staring, lurking, invading personal space
 - b) Offensive touching and obscene acts such as sex acts and indecent exposure
 - c) Use of obscene or abusive, sexually-oriented or racially-charged language
4. Failing to observe Internet and computer use guidelines

5. Leaving unattended persons in the library who see or need personal assistance for other than library services and where staff has a reasonable basis to be concerned for the safety of the unattended person. Examples may include:
 - a) Persons less than 9 years of age (see Unattended Child Policy)
 - b) Persons needing supervision because of physical or mental conditions
6. Soliciting money or donations
7. Using restrooms for bathing, shaving, or doing laundry
8. Smoking within enclosed patios or within 20 feet of library entrances/exits or operable windows
9. Using the library barefoot or without a shirt
10. Eating or drinking (except from containers with protective lids), except for approved library events
11. Bringing in personal belongings that measure more than 14"x17"x20"
12. Leaving packages, backpacks, luggage, or any personal items unattended; the library is not responsible for personal property
13. Using wheeled devices in the library (except for motorized ADA assistive devices, wheelchairs, walkers, and strollers); skating, skateboarding, bicycling, or riding scooters on library property; skates, skateboards and collapsible scooters must be carried and may not be ridden on Library grounds
14. Leaving bicycles in any place other than a bicycle rack
15. Lying down or sleeping in the library or sleeping on library grounds; having feet on furniture; or blocking aisles, exits, or entrances
16. Vandalizing or littering library grounds
17. Media or commercial photographing without prior permission from library staff
18. Bringing animals, other than service animals, inside the library or within 20 feet of any door (except for authorized library activities)

Any individual or group wishing to use library grounds to gather signatures or for similar purposes may request permission from library staff. Such activities must be outside the facility and at least 20 feet from the entrance to the building.

Enforcement of these rules will be conducted in a fair and reasonable manner. Library staff and/or City of Lompoc Police Officers will intervene to stop prohibited activities and behaviors. Failure to comply with the library's established rules, regulations, and policies could result in removal from the premises and exclusion from the library for a period of one day to one year, or in arrest or prosecution. Individual patrons have the right to request an administrative review of exclusion orders.

Approved by the Library Board of Trustees 4/14/98
Revised 10/11/11; 8/10/12

**Lompoc Public Library System
August 2013 Staff Report**

Black Gold Cooperative Library System

Black Gold meetings attended by staff for the month of August are listed below.

Date	Black Gold Committee	Attended by
8/23/2013	Administrative Council	Ashlee Chavez
8/14/2013	Reference and Adult Services	Jessica Cadiente
8/28/2013	OPAC	Jessica Cadiente

Library Operations

RFID installation and implementation work is moving forward full force. Adult Services Manager, Jessica Cadiente, has taken on a great deal of this work by installing software and workstations on library workstations and training staff along with creating instructions and examples to follow. Ms. Cadiente and Library Administrative Aide, Lee Edie, have been working with City staff to ensure that merchant account information for credit card machines will be properly arranged, as well as placing work orders to make physical spaces ready for the new items that will be arriving later in September.

Youth Services Manager, Lezlee Hurtado, has taken on work related to the tagging project and has been training, scheduling and supervising over 20 volunteers on the project. Both managers are supervising their staff who are also tagging materials and helping volunteers stay on track.

A new circulation policies manual was compiled and reviewed by management staff, mainly Ms. Cadiente. This has been shared with the Lompoc Circulation Department and both branch libraries. Having policies in one convenient place for staff to refer to should be very helpful.

Literacy Services

Meetings/Trainings

8/16/13 – Webinar on the 2014 GED test changes; 8/26/13 – Learner Council Meeting

A meeting was held to discuss implementation of a Learner Council. Four learners have committed to spear heading the Council. Their primary responsibilities as Learner Leaders will be:

- Meet Monthly at the Library (speakers, book talks, and opportunities for discussion about community issues)
- Recruit other students into the Council
- Speak in public and promote the program in the community
- Assist with literacy events and fundraising
- Make phone calls and encourage student attendance in literacy activities
- Act as a liaison for between staff, tutors, and learners

4th Quarterly Performance Target report was submitted to the Santa Barbara County Human Services Commission. California Library Literacy Services Grant check for \$10,000 was received, as well as a donation for \$25.00 from American Legion Auxiliary. Reach Out and Read is ongoing at the Health Clinic - book distribution was 98.

A Reading Rally is being planned in the Gallery September 8 at 1pm in recognition of International Literacy Day, and will feature guest readers, local authors, and an ice cream social. Notices have gone out to the four local newspapers, TAP TV, Friday Focus, and the City employee payroll distribution.

In response to an email sent to Editor, Janene Scully, the Lompoc Record will be doing an article in the newspaper regarding the literacy budget crisis the first week of September.

The Literacy Program will host a food booth at the Mexican Independence Day Celebration being held at Ryan Park, September 15 from 1 – 6:30. Tacos will be sold!

Literacy Statistics

1 new student intakes; 1 student/tutor matches assigned; 22 Referrals made
 Literacy Tutoring Hours (April – June) 956; Literacy Non-Tutoring Hours (April – June) 557

Programming

The chart below lists all of the library’s August events and attendance.

Date	Event	Attendance
August	Homework Club	on hiatus
August	Storytime	on hiatus
August	Spanish storytime	on hiatus
August	Writer's Group	23
August	Family Movie Night	83
8/3/2013	SRP Grand Finale - Pies and Giveaway	10
8/7/2013	SRP Grand Finale - Teddy Bear Picnic	75
8/8/2013	Young At Heart Bookclub	6
8/9/2013	2nd Friday Flix	9
Total August Program Attendance		206

Volunteer Services

The RFID project is well underway with many volunteers in place. Lynda Nuernberg-Smith, a tutor in the Literacy Program, was recruited as the new Homework Club Supervisor.

Volunteer Statistics:

3 Applications received; 2 Volunteer assigned/20 RFID assigned; 307.5 Volunteer Hours

Lompoc Public Library Computer Sessions/Wi-Fi Users

2013

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2,339	2,225/405	2,107/589	3,297/631	3,477/568	3,427/510	3,917/506	3,524/558				

People Counter (Meter installed 4/1/06)

2013

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
12,301	11,233	12,069	12,676	13,267	12,984	13,803	12,838				

Buellton Library

The Teddy Bear Picnic, Summer Reading Program Grand Finale took place on August 7 and was very successful. Total Summer Reading Program signups totaled 199 and Summer Reading Program attendance totaled 267.

Branch Manager, Liz Chapman, and Library Director, Ashlee Chavez, attended a Buellton Friends of the Library meeting on August 13.

Buellton Library Computer Sessions/Wi-Fi Users2013

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
?	?/72	928/121	1166/133	981/121	1,208/153	1,065/147	1,107/126				

People Counter (Meter installed 3/17/06)2013

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
5,336	5,854	6,073	6,148	5,518	6,714	5,590	4,765*				

*Aug: 5 days no reading

Village Library**Library Operations**

Branch Manager, Stacy Brigman, completed several great projects during the month of August including creating a Teen DVD section and a NEW DVD section in the libraries.

Programming

The Teddy Bear Picnic Grand Finale took place on August 7 and was attended by 34 children and their families. Archie Mitchell was August's presenter for the Speaker Series and spoke about Bee Keeping with 8 attendees.

Total Summer Reading Program signups totaled 188 children, 26 teens and 29 adults.

Storytime attendance for the month of August was 114.

Village Library Computer Sessions/Wi-Fi Users2013

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
?	?/53	124*/100	365/115	383/82	373/68	405/82	419/66				

*Began tracking on March 17

People Counter (Meter installed 4/1/06)2013

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2,758	2,546	2,779	2,354	3,005	3,216	3,000	2,806				