

Chair Jamie Goldstein
Vice Chair Martin Bernal
Board Member Tina Friend
Board Member Carlos Palacios



**SANTA CRUZ CITY/COUNTY LIBRARIES
JOINT POWERS AUTHORITY BOARD
REGULAR MEETING**

**[IMMEDIATELY FOLLOWING THE SANTA CRUZ LIBRARIES
FACILITIES FINANCING AUTHORITY (LFFA)]**

THURSDAY MARCH 5, 2020

6:00 P.M.

**FELTON BRANCH LIBRARY
6121 Gushee Street, Felton CA 95018**

1. CALL TO ORDER / ROLL CALL

Board Members Jamie Goldstein, Carlos Palacios, Martin Bernal and Tina Friend

2. ADDITIONAL MATERIALS

Additional information submitted after distribution of the agenda packet.

3. ADDITIONS AND DELETIONS TO AGENDA

4. ORAL COMMUNICATION

Any member of the audience may address the Board on any matter either on or off the agenda that is within the Board's jurisdiction. Note, however, that the Board is not able to undertake extended discussion or act on non-agendized items. Such items can be referred to staff for appropriate action which may include placement on a future agenda. If you intend to address a subject that is on the Agenda, please hold your comments regarding that item until it is before the Board so that we may properly address all comments on that subject at the same time. In general 3 minutes will be permitted per speaker during Oral Communication; A MAXIMUM of 30 MINUTES is set aside for Oral Communications at this time.

5. REPORT BY LIBRARY DIRECTOR

Library Director's Report – March 2020 (PG.5-6)

6. REPORT BY FRIENDS OF THE SANTA CRUZ PUBLIC LIBRARIES

A. Friends of SCPL – Report (oral)

7. REPORT BY LIBRARY ADVISORY COMMISSION (LAC)

A. Commissioners' Report (oral)

8. COMMENTS BY BOARD MEMBERS

9. CONSENT CALENDAR

All items listed in the "Consent Calendar" will be enacted by one motion in the form listed below. There will be no separate discussion on these items prior to the time the Board votes on the action unless members of the public or the Board request specific items to be discussed for separate review. Items pulled for separate discussion will be considered following General Business.

- A. Consider the January 9, 2020 LJPA Board Meeting Minutes
Staff Recommendation: Approve the LJPA January 9, 2020 Board Meeting Minutes (PG.7-8)
- B. Recent Articles about Santa Cruz Public Libraries.
Staff Recommendation: Accept and File Recent Articles about SCPL (PG.9-31)
- C. Community Impact Measures for 2nd Qtr. 2019-2020
Staff Recommendation: Accept and File Community Impact Measures for 2nd Qtr. 2019-2020 (PG.32-37)
- D. Financial Report for 2nd Qtr. 2019-2020
Staff Recommendation: Accept and File Financial Report for 2nd Qtr. 2019-2020. (PG.38-59)
- E. Incident Report for 2nd Qtr. 2019-2020
Staff Recommendation: Accept and File Incident Report for 2nd Qtr. 2019-2020. (PG.60-63)
- F. Work Plan for 2nd Qtr. 2019-2020
Staff Recommendation: Accept and File Work Plan for 2nd Qtr. 2019-2020 (PG.64-74)

- G. Additional Revenues for FY 2019-2020 Operating Budget
 - a. CLSA Distribution
 - b. CLA Census Grant
 - c. California Humanities Grant

Staff Recommendation: Approve and Amend the FY 2019-2020 Operating Budget to Include Additional Revenues Totaling \$21,301. (PG.75-76)

- H. Conflict of Interest List of Designated Filers

Staff Recommendation: Approve and File the Updated List of Filers under the Library's Conflict of Interest Code (PG.77-90)

- I. CollectionHQ Agreement

Staff Recommendation: Approve the Extension to the Subscription with CollectionHQ for the Period January 2020 – January 2023 for an Annual Fee of \$23,689. (PG.91-108)

10. GENERAL BUSINESS

Other Business items are intended to provide an opportunity for public discussion of each item listed. The following procedure is followed for each Business item: 1) Staff explanation; 2) Board questions; 3) Public comment; 4) Board deliberation; 5) Decision.

- A. Revenue Forecast by Cheryl Fyfe, Acting City of Santa Cruz Finance Director
Staff Recommendation: Receive Report and Provide Direction (PG.)
- B. Meeting Room Policy #315
Staff Recommendation: Approve Meeting Room Policy #315 (PG.109-114)
- C. Tour of Felton by Laura Whaley, Regional Manager

11. SCHEDULED UPCOMING MEETINGS

May 7, 2020 9:00 am	Downtown Branch Library 224 Church Street, Santa Cruz, CA 95060	Anticipated Upcoming Agenda Items: <ol style="list-style-type: none"> 1. 3rd Qtr. Reports 2. Budget Request Draft 3. Hours Proposal 4. Workplan Proposal 5. CSC Service Agreement 6. Alcoholic Beverages Policy 1st Reading
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LJPA
March 5, 2020

12. ADJOURNMENT

Adjourned to the next regular meeting of the LJPA to be held on Thursday, May 7 at 9:00 am [immediately following the LFFA meeting] at the Downtown Branch Library Meeting Room located at 224 Church Street, Santa Cruz, CA 95060.

The Santa Cruz City-County Library System does not discriminate against persons with disabilities. Out of consideration for people with chemical sensitivities, we ask that you attend fragrance free. Upon request, the agenda can be provided in a format to accommodate special needs. Additionally, if you wish to attend this public meeting and will require assistance such as an interpreter for American Sign Language, Spanish, or other special equipment please call the Library Administration Office at (831)427-7706 at least five days in advance so that we can arrange for such special assistance, or email library_admin@santacruzpl.org.

March 2020

Library Director's Report

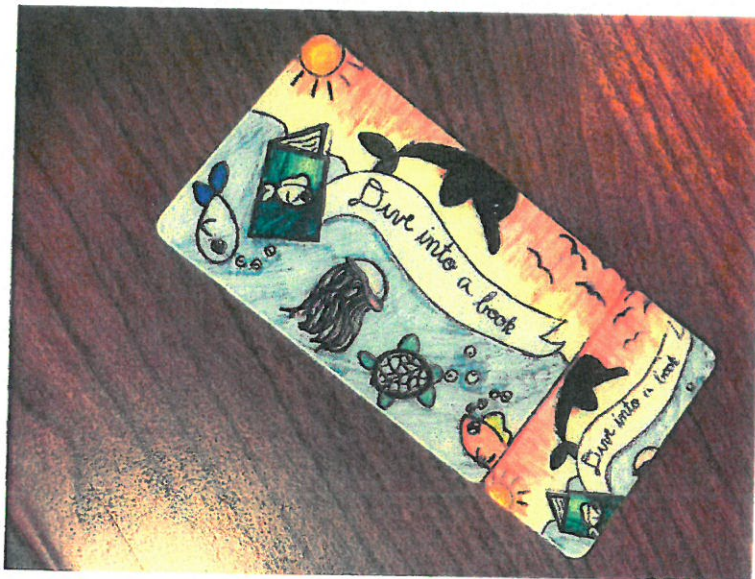
Staffing

Hired: Jacqueline Danziger – Felton Librarian II

Resigned: David Thorpe – Library Information Technology IT Specialist

Library News

The new *Dive Into a Book* library card is here! The K-12 Outreach team held a library card design contest late last year, and one winner and seven runners-up were chosen. The winning design, titled *Dive Into a Book*, was created by Holy Cross Elementary 5th grade student Chiara Rojas, age 10. These cards have the same circulation rules as the regular library cards, and are available to anyone registering for a new account, or as a replacement card.



Congratulations to Lorena Lopez, who has been selected to present, "*Zine Fronteras: Gathering Stories and Experiences from Historically Marginalized Communities*" as part of a panel titled "Gather to Engage the Community" at the California Center for the Book Adult Services Symposium on March 26 in Sacramento. This symposium is designed to inspire, show, and share how libraries are successfully bringing adult and intergenerational groups in their communities together to read, learn, discuss, and connect.

James Lee and Yesenia Camacho have been accepted into the inaugural class of the California State Library's Working Scholars program. This new program is designed to support library staff in completing their college degrees. Library staff throughout California competed for just a few open spots. The State Library says "The quantity and quality of applications was overwhelming."

Congratulations to Susan Nilsson, project leader, and Lorena Lopez Rivera, Diane Cowen, and Arturo Villasenor--the SCPL team that has been awarded a \$5000 California Humanities quick grant. The grant will fund *Califas Relatos Revelados: Stories Revealed* a suite of public programs that seek to unite local artists, arts and literacy based organizations, along with children, teens, families, and community members to view, write, discuss, and express themselves through art. Programming will take place at Santa Cruz and Watsonville branch libraries and will run from June through October 2020.

Friends of the Libraries

Our Community Reads (OCR) began on *Tuesday, 1/28 and runs through Thursday, March 5th*. The Aptos Friends have developed a dynamic and ambitious program that includes panel discussions, film series, speaker series, Trivia Night and even a Toddler storytime. In a spirit of collaboration, the Aptos FSCPL are working in concert with all of the East Region FSCPL chapters, La Selva Beach and Capitola. It's impressive to consider that while their respective branches are closed for Measure S facility changes, these two chapters remain engaged in contributing to library programming. The La Selva Beach FSCPL are hosting two films which will screen at the LSB Community Church. The Capitola FSCPL are bringing Lauren Hilgers from New York to California for an Author Talk at Cabrillo College.

Chair Jamie Goldstein
Vice Chair Martin Bernal
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**SANTA CRUZ CITY/COUNTY LIBRARIES
JOINT POWERS AUTHORITY BOARD
(LJPA)**

**MEETING MINUTES
SPECIAL SESSION**

**THURSDAY FEBRUARY 6, 2020
9:00 A.M.**

ROLL CALL

PRESENT: Martin Bernal, Tina Friend, Jamie Goldstein, Carlos Palacios
STAFF: Library Director Susan Nemitz

CLOSED SESSION

Performance Evaluation of the Library Director.

REPORT OUT FROM CLOSED SESSION ON FEBRUARY 6, 2020

Chair Goldstein stated that no reportable action was taken at the Closed Session on February 6, 2020.

13. ADJOURNMENT

Final Adjournment of the Library Joint Powers Authority Board (LJPA) at 10:15 a.m. to a regular meeting on March 5, 2020 at 6:00 p.m. at the Felton Branch Library, 6121 Gushee Street, Felton CA 95018

ATTEST: _____
Helga Smith, Clerk of the Board

All documents referred to in these minutes are available in the Santa Cruz Public Libraries – Library Headquarters Office, 117 Union Street, Santa Cruz, CA 95060.



In the News and Media:

January 2 – February 20

Regional Library News

The New York Times

Barbara Testa Dies at 91; Her Discovery Rocked the Literary World

Scholars had been searching for the manuscript for the first part of “Huckleberry Finn” for decades. Ms. Testa found it in her attic.



Barbara Testa in the 1990s in Los Angeles. When she came across a Mark Twain manuscript, with his signature, she thought she had struck gold. She was right. Credit...Laura Testa-Reyes

By [Katharine Q. Seelye](#) Dec. 30, 2019

Lots of people do it — search through their attics in hopes of finding something valuable. But Barbara Testa found more than she could have imagined.

In her grandfather's old steamer trunk, she came across a manuscript. And not just any old manuscript. It turned out to be half of a draft of "Adventures of Huckleberry Finn," one of the great American novels. Scholars had been trying to find it for decades.

Ms. Testa was an anonymous librarian in Hollywood. But her finding, in 1990, catapulted her into the history books as the linchpin in the reunification of the first and second halves of the draft of Mark Twain's classic novel.

Ms. Testa died on Dec. 16 at her home in Boulder Creek, Calif., near Santa Cruz. She was 91.

Her daughter Laura Testa-Reyes said the cause was congestive heart failure.

The story began in the 1880s with her grandfather, James Fraser Gluck, a lawyer who was also curator of the library in Buffalo, N.Y., now called the Buffalo and Erie County Public Library. He was a collector, and he aggressively solicited autographs and writings from contemporary authors, all of which he donated to the library.

Over the years, he had collected manuscripts from some of the biggest names in 19th-century letters, among them Walt Whitman, Henry James and Louisa May Alcott. He also had snippets from Hawthorne, Thoreau, Emerson, Poe, Keats, Shelley and Dickens.

Mr. Gluck established a pen-pal relationship with Samuel L. Clemens — better known as Mark Twain — and at one point asked him for the manuscript for "Adventures of Huckleberry Finn," a novel that had shaken the rafters of the literary world when it was published in 1884. Some years later, H.L. Mencken would say that reading it was "the most stupendous event of my whole life." Hemingway declared that "all modern American literature stems from this one book."

Clemens was happy to send his original draft to Mr. Gluck, but he had misplaced the first half — all 665 handwritten pages of it. So he sent the second half in 1885. Two years later, he found the first half and sent it along.

By the time Mr. Gluck died in 1897, at age 45, he had donated almost 500 literary keepsakes to the library. But the first half of "Huckleberry Finn" was not among them.

Librarians in Buffalo [speculated to The New York Times in 1991](#) that Mr. Gluck might have taken it home to read and forgotten he had it.

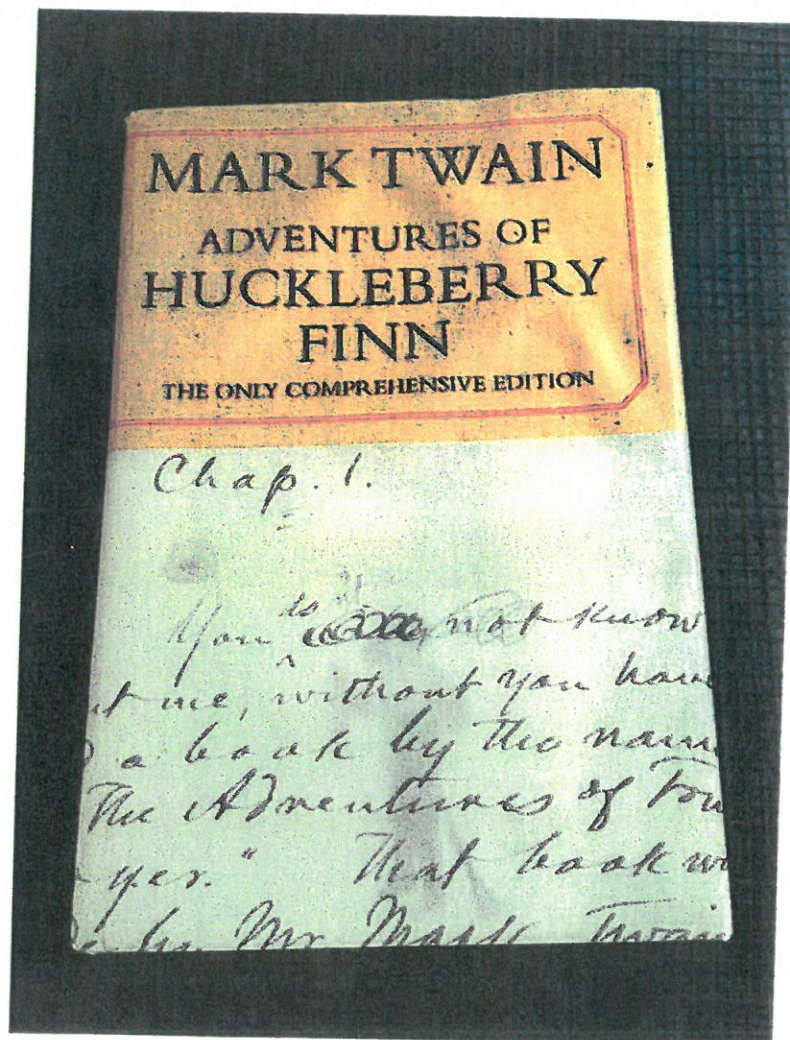
In any case, after Mr. Gluck died, that draft migrated into one of his steamer trunks, which ended up in Ms. Testa's attic.

One day in 1990 she was going through the trunks to see if there was anything she might sell to bring in some money, Ms. Testa-Reyes said in an interview. When she came across the Twain manuscript, with his signature, she thought she had struck gold.

"The minute I found it in the trunk, I just had a feeling," Ms. Testa told The Los Angeles Times at the time.

She had no idea that scholars had been searching for it for decades. Nor did she know that the second half was in the Buffalo library, waiting to be rejoined with its first half.

Ms. Testa took the manuscript to Sotheby's to authenticate it and auction it off. News of her find caused a sensation.



Mark Twain had sent the first half of his draft of "Adventures of Huckleberry Finn" to Ms. Testa's grandfather in 1887. She discovered it in her attic in 1990. Credit...via Laura Testa-Reyes

"It would certainly be the greatest literary discovery of the 20th century," one expert told The Los Angeles Times. So revered was the novel that another expert likened its discovery to "the British finding a working manuscript of 'King Lear' or 'Hamlet.'"

When it became clear that the manuscript was legitimate and could fetch perhaps as much as \$1.5 million, the Buffalo library filed suit to prevent Ms. Testa from selling it, arguing that Twain had given it to the library.

"Rather than have a court fight, which would have given money to the lawyers, they settled," Ms. Testa-Reyes said. She said the settlement was about \$1 million and was split between her mother and her mother's sister, with the manuscript going to the Buffalo library.

The original first draft allowed scholars to see the extensive revisions that Twain made in his own hand before the book was published. Many of them showed Twain trying to de-emphasize literary aspects of the book, such as his use of alliteration, and make the words more true to Huck's vernacular, Bob Hirst, general editor of the Mark Twain Project, which researches and publishes authoritative editions of Twain's writings, said in an interview.

For example, Twain repeatedly replaced the word "forest" with "woods."

"His ear is telling him that 'forest' is too fancy a word for Huck to use," Mr. Hirst said.

"This was an extremely valuable find, and the Testas deserve credit for bringing it to the attention of people who did the right thing with it," he added. "It could have been sold off page by page and disseminated to the winds."

Barbara Ellen Gluck was born on Aug. 15, 1928, in Los Angeles. Her father, Sinclair Gluck, was a mystery writer who had moved to Hollywood from upstate New York to work in the film industry. Her mother, Nancy (Lee) Gluck, painted animation cels, first for Disney Studios then for Warner Bros.

Barbara attended Los Angeles State College, now California State University, Los Angeles. She majored in botany and graduated in 1952 before going to England to teach.

She returned to California and married Frank Testa, a carpenter for Universal Studios, in 1954. In 1969 she earned her master of library science degree from Immaculate Heart College, which is now defunct. She then worked at libraries in Los Feliz and Hollywood.

In addition to her daughter Laura, she is survived by another daughter, Kitty Schaller; two sons, James and Louis; her sister, Pamela Lindholm; and six grandchildren. Her husband died in 2000.

After the court settlement, William H. Loos, curator of the Buffalo library's rare-book room, reflected on the manuscript's journey before it came home.

"Huck went to Hollywood," he [told The New York Times in 1992](#). "It's bizarre, but Huck's wish, expressed at the very end of the novel, to 'light out for the Territory,' to go west, came true."

Correction: Jan. 1, 2020

An earlier version of this obituary misstated part of the current name of Los Angeles State College, which Ms. Testa attended. It is now California State University, Los Angeles — not California State College at Los Angeles.

Katharine Q. "Kit" Seelye has been the New England bureau chief, based in Boston, since 2012. She previously worked in the Washington bureau for 12 years, has covered six presidential campaigns and pioneered The Times's online coverage of politics. [@kseelye](#)

A version of this article appears in print on Jan. 3, 2020, Section A, Page 21 of the New York edition with the headline: Barbara Testa Dies at 91; A Discovery in Her Attic Rocked the Literary World. [Order Reprints](#) | [Today's Paper](#) | [Subscribe](#)



5 Things To Do in Santa Cruz: Feb. 19-25

Felton Library Grand Opening, Clam Chowder Cook-Off, Banff Mountain Film Festival and more

Saturday 2/22

Felton Library Grand Opening

Join Santa Cruz County Supervisor Bruce McPherson, Assemblymember Mark Stone, Library Director Susan Nemitz, Felton Library Friends President Nancy Gerdt, and Architect Teal Messer in welcoming the newest library to the county. The project is the first library to be completed from the Measure S funds, a \$67 million bond measure passed in 2016 to renovate all 10 branches of the library system. \$10 million was assigned to the Felton project, with enhancements funded through Felton Library Friends. There will be food, nature and virtual reality demonstrations and live music following the ribbon cutting at 10am.

INFO: 10am-5pm. Felton Public Library, 6121 Gushee St., Felton. Free.

Sunday 1/26

Pickwick Book Club Discussion

Brought to you by the Dickens Project at UCSC and the Santa Cruz Public Libraries, the Santa Cruz Pickwick Book Club is a community of local bookworms, students, and teachers who meet monthly from September to June to discuss a 19th century novel. Join them each month for conversations about the novel and guest speaker presentations to help us contextualize our readings. January, February and March are focused on *David Copperfield* by Charles Dickens. Group meets each fourth Sunday of the month.

INFO: 2pm. Santa Cruz Downtown Library, Upstairs Meeting Room, 224 Church St., Santa Cruz. Free.



Updates on Common County Questions January 26, 2020

By Zach Friend

As we begin 2020 I wanted to provide an update on some of the more common requests for updates we receive. If you need any additional information, feel free to call me or stop by my office hours in Aptos, Corralitos, Watsonville and Seascapes.



What is the status of the Aptos and La Selva Library Remodels?

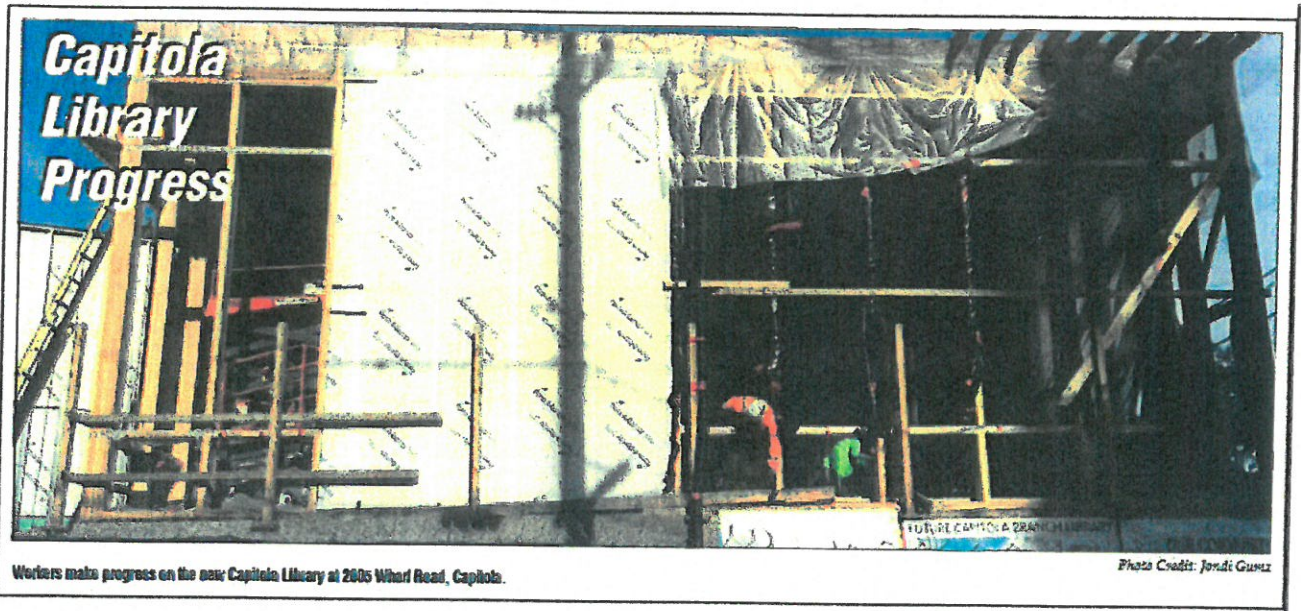
As part of the voter-approved Measure S, varying funding is available to update libraries across the county.

Recently, we secured additional funding to fully address the needs at the Aptos Branch. Specifically, the Board of Supervisors approved an additional \$1.45 million from the Library Fund for the Aptos Branch, which ensures that this location, used by many as a regional branch in our district, will have the funds necessary (even with the increased construction costs over the last year) to do the upgrades necessary to meet the public visioning process.

The County and the Library held a community meeting to discuss options for the library recently and work is expected to begin this year. Additionally, the Board of Supervisors approved the contract with C2 Builders to perform the La Selva Library Branch work.

Overall, \$1.7 million has been allocated to this project, which is already underway. Both of these branches will be receiving the first significant upgrades in over a generation.

Capitola Soquel Times



Santa Cruz Sentinel **News**

Plans approved for major Santa Cruz library renovations

Designs estimated at \$2M over budget for Garfield Park, Branciforte libraries



A long haired dachshund named Jessu takes a moment to explore during a visit to the Garfield Park Library on Woodrow Avenue. The library was built in 1915 and is the last remaining Carnegie library still in use in Santa Cruz County. Andrew Carnegie and the Carnegie Corporation provided funding for 1,681 public library buildings in 1,412 U.S. communities between 1889 and 1923. (Shmuel Thaler — Santa Cruz Sentinel file)

By **JESSICA A. YORK** | jyork@santacruzsentinel.com | Santa Cruz Sentinel

January 20, 2020 at 5:00 pm

SANTA CRUZ — A high point amidst an evening full of unanimous votes last week, the Santa Cruz City Council earned audience applause in approving significant renovation design plans for two city libraries.

“Are library directors allowed to squeal,” Santa Cruz Public Libraries Director Susan Nemitz asked the council after the vote. “Thank you for your leadership.”



The Branciforte library branch is spacious and much frequented by Eastside neighbors. (Dan Coyro — Santa Cruz Sentinel)

The tenor of nearly \$6.3-million-decision, related to the Garfield Park and Branciforte library branch improvements, was a marked contrast from the [discord](#) that has arisen in recent years around the future of the city’s third library, its central Downtown branch. The downtown project, recommended as a new structure built in conjunction with a City of Santa Cruz planned [multi-story parking garage](#) to save money, has mobilized several community efforts to oppose the project, divided council members and served as a wedge issue in recent local political campaigns. The City Council went [back to the drawing board](#) early last year on its downtown plans, with a council subcommittee’s design recommendation still pending.

Beyond the budget

The projects’ design approvals did come with a caveat, however: they are expected to be a combined \$2 million over-budget. The additional spending, offset by a planned fundraising effort of \$500,000 by the Friends of Santa Cruz Public Libraries, will draw from the \$31 million set aside for three Santa Cruz libraries, including \$27 million for the Downtown Branch alone, in 2016’s voter-approved library facilities bond Measure S.

Friends of the Santa Cruz Public Library board member Rena Dubin told the council it was unfortunate that construction costs had skyrocketed in the past 18 months, but urged city leaders to create “a once-in-a-generation opportunity to create a modern library that the community wants and deserves.”

“We have such a tight timeframe to use the Measure S funds and so I’m really hoping that y’all can really think about using these funds now, just taking the downtown piece off the table, because I’m just a little concerned that we’re not going to get the maximum benefits of the bonds because there’s so many bond restrictions,” Dubin said. “We really want to fully fund Branciforte and Garfield Park. The proposed improvements, they’re not aesthetic and they’re not optional.”

Several council members expressed unease about decreasing the downtown branch’s allocation — a project also expected to need more money than what originally was set aside.

“So, just to be clear, that’s coming from what would be available for the Downtown library,” Councilman Chris Krohn asked Nemitz. “So, somewhere, we’re going to have to make that up, I guess.”

“It is my belief that the downtown library is underfunded and will need more resources, with this or without this,” Nemitz said.

All users

Community member and homelessness issues Serg Kagno praised the libraries’ design plans as “absolutely beautiful,” adding that he did not understand, however, the process by which a project is designed as over-budget. He acknowledged that when presenters started detracting the project components to show its stripped-down lower-budget version, “it felt like someone took my shiny little toy out of my hand or something.”

Kagno’s additional concerns, mirrored by several council members, centered around renovation plans including the building of a perimeter security fence around the Branciforte Branch Library.

“I really hear that modern library thing, but let’s not make ‘modern’ also equal anti-homeless,” Kagno said.

Mayor Justin Cummings urged library officials to consider cutting the perimeter fence first, should future spending cuts need to be made.

Nemitz explained earlier that while the 10-branch library system is committed to serving all users, including the homeless community, it aims to provide services during operational hours, not to serve as a homeless encampment or shelter overnight.

Library remodel plans move forward while downtown Santa Cruz lags

Plans lag for Santa Cruz Downtown branch



Work continues on a new branch of the Santa Cruz Public Libraries at the corner of Clares Street and Wharf Road. (Shmuel Thaler — Santa Cruz Sentinel file)

By [JESSICA A. YORK](#) | jyork@santacruzsentinel.com | Santa Cruz Sentinel

February 3, 2020 at 5:34 pm

SANTA CRUZ — Regional leaders are set to approve this week seeking a second round of bond funding for library facilities improvement projects countywide.

And for the second time, the Santa Cruz Public Libraries Facility Financing Authority board's funding plan sets aside no major dollars for its flagship facility — the Santa Cruz Downtown branch — which remains mired in a contentious debate over its future location.

This week's \$20 million bond distribution step would be backed by a 2016 [voter-approved tax on property owners](#), then dubbed Measure S. The latest round of funding, set for a vote at 9 a.m. Thursday at the Downtown Branch upstairs meeting room, would include \$15.4 million for the unincorporated county branches, plus nearly \$1.9 million for Scotts Valley and more than \$1.8 million for Capitola.

In 2017's initial round of bond fund distribution, the library facility financing board sent the lion's share of \$21.6 million in bonds to Santa Cruz County, at \$13 million for its six projects, and

Capitola, at \$7.5 million for its single branch project. While the bond revenue is distributed through the multi-jurisdictional joint powers authority governed by top administrative officials from each member, participating city councils and the County Board of Supervisors make final spending decisions within their own borders.

Downtown gridlock

Meanwhile, Santa Cruz will be left off the tally sheet after [rebooting early work](#) with a designer and citizen advisory body on its Downtown branch. City officials are in the midst of comparing project costs for two major library project options: the first either rebuilding or renovating on the current library's Church Street property and the second starting from scratch on a site several blocks away, on a city-owned surface parking lot and in conjunction with a planned multi-story parking garage project. Whatever shape, form and location the project takes, it has a \$27 million Measure S spending cap. An architectural assessment for an [on-site remodel](#) shows a library footprint reduced from its current 42,000-square-foot space to a two-story, 32,000-square-foot facility with demolition of one-story sections around the building's perimeter.

A Santa Cruz City Council downtown library subcommittee has asked for a similar cost assessment for an off-site mixed-use project. The city is in the midst of reviewing two contractor design bid proposals and is expected to choose a firm by later this week, according to city Principal Management Analyst Amanda Rotella. The mixed-use library project cost assessment will then take about another three months to complete, she said.

"Similar to the process with renovation cost assessment, we will plan to have meetings to present the findings of the mixed-use cost assessment," Rotella said.

Within the limited budget, a combined multi-use project has the backing of Library Director Susan Nemitz and the Friends of the Santa Cruz Public Libraries. Opposed to the move are at least three community groups, including the Campaign for Sensible Transportation, Don't Bury the Library and the newer Downtown Commons Advocates.

Per the recommendation of city-hired consultant Jayson Architecture, Santa Cruz should decide where to put its library project by early 2020, in order to avoid further escalation in construction costs and to be responsive to bond deadlines.

Countywide updates

Santa Cruz has made progress with two smaller renovation projects planned for its Branciforte and Garfield Park branches, [approving design plans](#) last month for each facility that cumulatively are expected to come in, ahead of construction, about \$2 million higher than initial estimates.

Felton, [under construction since September 2018](#), will reopen this month, with a planned ceremony Feb. 22. The day before the new library opens, Boulder Creek will close to public use, with construction there planned to run March through October. At the La Selva Beach branch, improvement work, [ongoing since Sept. 1](#), is expected to be completed in coming months, with a grand opening set for this summer.

The Capitola ground-up construction project, [closed since May 2018](#), is expected to be completed by the fall. Immediately after Capitola opens, work on the Live Oak branch will begin, as construction documents already are in development. The Scotts Valley branch, in need of various improvements, will have work done throughout this year, beginning with priority repair work on the roof. A design consultant is due to be hired to review the Aptos branch in the spring, with construction beginning early next year.

Earlier in the process is the planned [new Live Oak Annex](#), set for the Simpkins Family Swim Center. Consultants are revising an earlier project proposal and work is expected to begin in early 2021.

IF YOU GO

What: Library Facilities Financing Authority board meeting.

When: 9 a.m., Thursday.

Where: Downtown Santa Cruz branch, 224 Church St.

At issue: \$20 million in project bonds.

Info: santacruzpl.org/library_boards.

Santa Cruz Sentinel Editorials

Stephen Kessler | Be green now. Save Lot 4. Rebuild the library.

January 4, 2020 at 5:00 am

Last month I attended the Santa Cruz Downtown Library Renovation Cost Assessment Community Meeting, an opportunity for Abe Jayson and Katie Stuart of Jayson Architects to introduce the public to their ideas for redesigning and rebuilding the Church Street library on its current site within the budgetary constraints (\$27 million) given to them by the city. Jayson was not advocating for this option but presenting a picture of what is possible and evaluating its feasibility. Their presentation was the first specific example we've been given—unlike the purely conceptual and imaginary notion of a mixed-use parking-library-housing (-office-retail?) thing—of

what a reconceived library might look like, and what it would cost at current rates (expected to escalate 8 to 10 percent per year).

The city's premature attempt to impose on Santa Cruz their ill-conceived garage-library elicited a backlash in the community that has moved the City Council to appoint a subcommittee (Justin Cummings, Sandy Brown and Donna Meyers) to evaluate possible options. Jayson's objective take on renovation was a reality check for partisans of all persuasions. By reducing the footprint of the existing building to its seismically sound core 30,000 square feet with a higher proportion of publicly accessible space, replacing the one-story outer sections with landscaping and usable outdoor patios, and turning the entrance toward Center Street facing City Hall, the newly redesigned and reconstructed library would remain, appropriately, an integral part of Civic Center. When the Civic Auditorium is renovated, as planned, the combination will revitalize the civic (as distinct from commercial) heart of Santa Cruz.

Rebuilding the library where it stands would also spare the magnolia trees and open space of Lot 4, targeted as the site for the garage-based project a few blocks away. The reduced square footage would make for a less-expansive space than some would like to see, but no one has shown us how the mixed-use model would produce a better library. And while some of the adult book collection would have to be distributed among the branch libraries to make more room for children's books, the system would continue to function as it does now, with books freely circulated from one branch to another. Renovation of the two-story core of the library would also be a far "greener" use of the existing building than tearing it down or constructing a concrete behemoth on Cedar Street. And it costs less to heat and cool and maintain a smaller building.

The rub is that in order to do more than a bare-bones renovation for \$27 million it will cost an additional \$7 million (at current rates) to add the esthetic touches and handsome landscaping that would make it a stunning architectural attraction. Additional funds would likewise be needed to build the library-garage, and nobody knows or is willing to guess how many more millions of over-the-top dollars that would require. Ace fundraiser Vivian Rogers of Friends of the Library claims that it's easier to raise money for a new and bigger project than for the scaled-down remodel of the old library—but that is a self-defeating prophecy reflecting her own institutional preference for the mixed-use megalith. Someone who believes in the value of conservation and renovation, a well-informed, articulate enthusiast, could surely convince prospective donors of both bang-for-the-buck and environmental benefits of leaving the library in Civic Center, where it belongs.

The next stage of this saga is a call for proposals, with specific designs rather than vague ideas, of what the mixed-use block-long five-story structure would actually look like, and what it would cost. Then the City Council and the community can compare the choices and people can decide for themselves what is most healthy for downtown, long term.

If I had \$7 million to spare, I would rather invest it in an environmentally sensitive, appropriately scaled and located rebirth of a building whose bones are good than in a space-consuming, auto-centric Taj Garage that would obliterate one of downtown's most attractive open spaces.

Guest Commentary | Library remodel not best use of taxpayers' funds

January 12, 2020 at 5:00 am

By Vivian Rogers and Martha Dexter

We were disappointed again in reading another Stephen Kessler article that had not been fact-checked before being published. (Be Green Now – Jan 5)

Mr. Kessler ignored Jayson Architect's analysis of the deficiencies for collections, programs and space inherent in a "Remodel" Option of the Downtown Library. Rather than outline how Stephen's article misconstrues and avoids the stark reality of a plan that would be more appropriately named a Partial Demo and Rehab – we will instead quote directly from the Libraries Director's report responding to this option.

Santa Cruz Libraries Director Susan Nemitz states the following about the remodel:

- In contrast to Mr. Kessler's claim of being "green now," this scenario would "not be able to add green features like solar panels" or meet any existing green building standards, which our community values significantly.
- It would reduce the Downtown Library's adult collection by 30%, and the system-wide collections of the 10 branches by 12%. Specifically, "materials such as genealogical resources, local history, and the Sentinel Newspaper Archive will be downsized."
- "It fails to serve teens and provide other high demand services." The remodel decreases or prohibits space for teens, adult literacy services, genealogy, local history research and quiet study.
- During the two years of construction for the remodel, 40 percent of the library system's total collections would be unavailable to the public, and the library would be forced to secure warehouse storage space for collections – a cost that was not addressed or accounted for in the Demo and Rehab option.
- "It provides no library services to the Downtown Library's patrons for the two years of construction," including the loss of children's programming, computing/Wi-Fi/printing, free meeting and study spaces, public bathrooms and weather shelter.

- “The proposal fails to meet the basic infrastructure needs for elevators, public restrooms and perimeter control. Five single occupancy restrooms will not serve the nearly 1,000 people a day we have entering the building.” And “large, unprogrammed spaces surrounding the building will exacerbate the negative effects of loitering and camping.”

Jayson Architects agrees with Library Director Nemitz and reports that the remodel “is of low quality and excludes many building elements that would be typical of a modern library.”

Director Nemitz ended her report with a request: “to guarantee the best use of taxpayer funds, I support the proposal to evaluate the costs and benefits of incorporating the library into a mixed use facility.”

We agree with Jayson Architect’s analysis of the remodel and support Director’s Nemitz’s request. The Santa Cruz community deserves a modern library for the next generation and doing less is unacceptable.

Vivian Rogers is executive director of Friends of the Santa Cruz Libraries and Martha Dexter is a member of the Library Advisory Commission.

Mark Primack | What good is a library?

January 28, 2020 at 5:00 am

There’s been a lot of talk recently about the future role of public institutions in an age of technological and generational flux. Our art and history museum, for instance, has morphed into an up-scale community center, a counterpoint to the proletariat Louden Nelson. And now our library is being re-invented, relocated, rebuilt or gentrified, depending on who you talk to. But it goes deeper. Like the innate value of art and literature, civility itself is on shaky ground. Politicized and commodified, its value is being questioned. It’s easier now to attend to civic affairs on our own screens and in our own homes, and so public service itself has become estranged from the public. Sequestered, defensive and nearly invisible, it speaks to the community through media consultants who only offer us more reason to rue downtown and wax global in private.

So here we stand, with a tired downtown library across from an under-appreciated City Hall plaza and kitty-corner to an under-used Civic Auditorium. It sits at one end of a city block owned mostly by the City. Prime real estate. As civil service, civic engagement and social civility retreat from the commons, it was decided that removing the library—dispersing our civic core—would somehow strengthen its brand. But cities and libraries are not convenience stores.

Public development schemes like the proposed garage/library are always and only driven by money. When we entrust urban planning to public works departments, city managers and zoning administrators, fickle and fleeting public funding will be the tail that dutifully wags the dogs of change. Originally, they tried cloning a revenue-generating parking structure to a bus station,

while splicing in the Pavlovian bone of affordable housing. When that inter-agency house of cards failed to stand up, the newly cash-rich library was recruited to stand in for the Transit District. Flowery rationalizations followed—as did our besieged business community—in this latest re-run of administrators and politicians dialing for dollars.

To sell their library-accessorized garage, the City spared no expense in comparing apples to oranges. They pit their mixed-use project, which spread soft and hard costs among several users, against a diminished, single-use library remodel, with its high front-end, unshared costs. There's nothing to compare here, but there are some things we need to consider as we move forward.

We live in a world of diminishing resources. Building a new library on a new site will generate the additional expense of throwing away the old library. We create waste when we discard otherwise sound buildings; planned obsolescence is never sustainable. Perhaps one of our green building experts could calculate the landfill equivalent—in discarded paper cups—of abandoning one library for another. Then perhaps we'll understand how dear the price of such indulgence; that environmental deficit can't be buried under future bonds or taxes, or green-washed with solar panels.

The alternate scheme, of retrofitting the library within its current footprint, was designed to make the garage/library look good. The footprint of the original building will be reduced by 25% and, guess what? It's now too small. But, most importantly, it stands alone and is not part of a larger, mixed-use project. Why not? Good question. That city-owned block could accommodate a symbiotic blend of public, retail, office and housing uses fronting four downtown streets and linking our civic and retail centers, while sharing Cedar Street parking. It could include a bigger library facing an enlivened civic plaza, a library supported financially by the adjacent commercial uses, just like our museum. And it can challenge local government to remain public, to re-engage with an involved, enthusiastic citizenry. I don't see a downside to that.

The powers that be at City Hall say they have no plans for that city block once the library has been ushered away. How dare they make such decisions without even a plan? Will they trade our civic center for larger, locked-down administrative bunkers? Or will they capitalize that "surplus" real estate into gold-plated housing, yet again? Either way, we risk the vital, intangible loss of our commons.

Mark Primack is a former city councilman and author of "Divisible Cities: Acting Local in a Transient World." Reach him at mark@markprimack.com.

Santa Cruz Sentinel *Letters to the Editor*

Letter | Preserving library is in alignment with core values

January 7, 2020 at 5:00 am

Thank you Stephen Kessler for your great column in support of renovating the downtown library at its current location. Preserving the library's inclusion in Santa Cruz's civic center, saving beautiful heritage magnolia trees, and revitalizing a structurally sound building feels in alignment with the core values of our community.

A huge concrete parking structure, mixed use or not, feels exactly the opposite. It's hard for me to imagine why we are even considering this. Jayson Architecture has presented plans for a lovely library, at its current location, that will meet all of our needs. So far we have not seen any actual plans, drawings or costs for the proposed parking garage/library.

Let's all be fans for conservation and renovation, for saving trees, for fewer cars, and for a lovely civic center with a beautiful revitalized library.

— *Satya Orion, Felton*

Letter | Preservation of library building is best

January 8, 2020 at 5:00 am

Steven Kessler's review of Jayson Architecture's analysis of the existing Library was spot on. Preservation of this building is the best solution. The thought of a completely new building is enticing; however, a completely remodeled library will be fine, and for a lot less money. Jayson's concept design is sound, and we especially like the indoor-outdoor spaces.

— *William Fisher, Santa Cruz*

Letter | Does the library benefit from other projects?

January 8, 2020 at 5:00 am

The conversation regarding the downtown library continues, and I have a question. Several years ago, the Metro proposed joining with the library to build a combined metro center/downtown library. It seemed an odd idea and it died a quiet death. Now the city is proposing a joint parking structure/downtown library. So I ask: Why is the library such an attractive partner for these other government projects? Does the library benefit at all or is it simply helping finance another agency's building? There have been many claims to transparency on this project, but I am not convinced we have received it.

— *Deborah Taylor, Santa Cruz*

Letter | Don't shrink the Santa Cruz library

January 9, 2020 at 5:00 am

Stephen Kessler misrepresented the presentation on architectural plans to shrink the Downtown Library. He wrote, “some of the adult book collection would have to be distributed among the branch libraries.” Sounds paltry – the real figure is one third for the downtown branch and 12% system wide. The downtown branch holds a large portion of the county library books because, unlike other branches, its size can accommodate them.

He goes on to say, “the system would continue to function as it does now.” Wishful Kessler interpretation. To shrink the library and not lose much public space the area where downtown branch employees accomplish that circulation would be mostly eliminated.

That is like a restaurant needing to cut square footage deciding to retain patron seating by eliminating the kitchen. You can’t cut administrative space and book storage without diminishing distribution and service to all branches.

Please, don’t shrink my library.

— *Tim Willoughby, Boulder Creek*

Letter | Add ‘create civic core’ to rally cries

January 24, 2020 at 5:00 am

“Save Our Farmers Market,” “Save Our Heritage Magnolia Trees,” “Save Open Space on Lot 4.” These rallying cries will inspire Santa Cruz residents this pivotal political season. Faced with the well-funded, slick PR machine, Downtown Forward, which ignores the construction of an unnecessary 600-car parking garage every parking expert has advised against building and whose developer-friendly underwriters conflate housing and “shrinking” our library, we need to stand together and be clear — create a “Civic Core” instead, a people’s plaza, anchored by the renovated library, its sunny west entrance opening to City Hall and the soon-to-be renovated Civic Auditorium.

Residents won’t assume a \$3 million garage debt each year for 30 years, we won’t acquiesce to environmental degradation with more congestion and auto-emissions Downtown, we won’t be fooled by a ruse obfuscating a 75 foot tall concrete garage smothering Lot 4. “Save the Farmers Market,” “Create a Civic Core!”

— *R. Morgan, Santa Cruz*

Santa Cruz Sentinel *Name Dropping*

Sereno Group makes donation February 2, 2020

Sereno Group Santa Cruz announced that through its 1% For Good initiative, more than \$76,000 has been donated to the following local community nonprofit organizations: Friends of Felton Library, O'Neill Sea Odyssey, Vista Center for the Blind and Visually Impaired, Santa Cruz County Animal Shelter Extra Mile program, Monterey Bay Salmon & Trout Program, Santa Cruz Museum of Art & History, Downtown Streets Team and MTNS2SEA.

In addition, Sereno Group made a donation to the Gilroy Garlic Festival Victims Relief Fund to help individuals and families affected by the shooting.

Santa Cruz Sentinel *Coastlines*

January 6, 2020 at 9:00 am

APTOS

Library friends group to host book sale

The Friends of the Aptos Library will hold its very popular monthly book sale from 10 a.m. to 3 p.m. Jan. 18 at the Aptos Library, 7695 Soquel Drive.

The sale will include a selection of hardbacks and paperbacks, Proceeds from this fundraiser help support many library programs throughout the year, including Our Community Reads which begins January 28th and celebrates the book Patriot Number One by Lauren Hilgers.

For information, visit friendsofaptoslibrary.org.

Coast Lines | Art and poetry night slated for Thursday

February 17, 2020 at 4:00 p.m.

APTOS

The Friends of the Aptos, Capitola and La Selva Beach libraries are hosting an art and poetry night featuring students from Aptos High and Soquel High. The event is scheduled for 6:30 p.m. Thursday at United Methodist Church, 221 Thunderbird Drive.

Original poetry and spoken word will be presented by AP students from the two high schools as well as art displays. The theme of the art and poetry presentations will reflect this year's selected book, Patriot Number One, by Lauren Hilgers.

This is one of 13 events as part of the “Our Community Reads” (OCR) program that brings the community together at events designed around the themes of this year’s selected book. All events are free and open to the public. For information, visit friendsofaptoslibrary.org.

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Santa Cruz Sentinel *Business Digest*

Business Digest: New Leaf’s Envirotoken program raises more than \$853,000

PUBLISHED: January 13, 2020 at 3:34 pm | UPDATED: January 13, 2020 at 3:35 pm

SANTA CRUZ

New Leaf Community Markets has announced its next group of beneficiaries in its Envirotoken program. Every time customers reuse a grocery bag at a New Leaf store, they receive a token worth 10 cents to donate to one of six organizations selected by customers to support environmental, education or hunger-relief efforts. Beneficiaries include Clean Oceans International, Friends of the Santa Cruz Public Libraries, Homeless Garden Project and nine other organizations. Since the Envirotoken program was launched in 1993, New Leaf has donated more than \$853,000 and customers have reused more than 9 million shopping bags, saving the equivalent of more than 12,000 trees.

For information and a full list of beneficiaries: visit newleaf.com.

Business Digest: Reverse mortgage seminar set for Jan. 30

January 22, 2020 at 2:30 pm

APTOS

To help those approaching and in retirement, local reverse mortgage loan officer Marina Watts will be presenting on the topic of home equity options from noon to 1 p.m. Jan. 30 at Aptos Public Library 7695 Soquel Drive.

This is an information seminar to educate retirees, pre-retirees, and professionals working with seniors on maximizing home equity benefits in retirement. Attendees will learn how to retain the title on their home, increase their flow of income and how to not have a monthly mortgage payment.

Seating is limited. RSVP to 831-535-9760 or email mwatts@hightechlending.com.

Santa Cruz Sentinel Quick Bites

Quick Bites | Shadowbrook supports nonprofits

January 8, 2020 at 2:57 pm

CAPITOLA

Shadowbrook Restaurant, 1750 Wharf Road, continues its Community Tuesday program, where the restaurant donates one third of sales to select nonprofits. Customers need to alert waitstaff they are dining for a cause. On Jan. 14, dine to benefit the American Red Cross, Capitola Library or Friends of Santa Cruz State Parks. On Jan. 21, you can support Military Officers Association of America. To make reservations, call 831-475-1511. Visit shadowbrook-capitola.com for details.

Santa Cruz Sentinel Police Logs

Saturday January 11

1:35 p.m.: A caller from a library in Aptos reported her wallet was stolen while she was using a public computer.

Reviews

Library branches are frequently reviewed and rated on sites like Yelp, Google+, and Facebook.

Google+ Reviews

Live Oak received a 5 Star Review on January 14

Beautiful library in an ideal location. Staff is very friendly and helpful. Got a library card for someone who hadn't had one in 50+ years, and they were so patient and got it set up with no hassle. Thank you!

Garfield Park received a 5 Star Review on January 16

Such a cute little library! This library isn't really that big so I'd suggest requesting the book you'd like to pick up. It's probably the most convenient library for students coming from UCSC because the metro 20 and 20D stop just down the road.

Scotts Valley received a 2 Star Review on February 4

This library has a good selection of books on the floor and large windows that let in a lot of natural light. It's probably the nicest, aesthetically, of all SC libraries. Their chairs are the most comfortable too. It's quietest while school is in session. After school lets out, it can get very noisy and doesn't really feel like a library any more. I think part of the issue is that there is a large room where groups meet that has an open ceiling and there is just no way to battle noise if the people working in that room are noisy. The librarians don't even seem to try to keep noise down in the afternoons, and I think it's because it's a losing battle. Almost all of the librarians are very helpful and friendly. I've only seen one particular librarian be very rude to quiet library goers on a few occasions. Definitely go early if you're looking for a great library atmosphere and I hope you get one of the kind librarians!

Garfield Park received a 5 Star Rating with no review on February 10

Yelp Reviews

Downtown received a 5 Star Review on January 11

I like this library... it's big an fairly quiet... there is fair amount of homeless people there, but if someone goes out of control, the security take care of it !
Fast wifi, free water, bathroom, what can you ask for more?? :D
Thanks !

Aptos received a 4 Star Review on January 27

If it's not enough for you - the view is great, and they have phone charges for varies phones!!! I do think that the bathrooms are not very clean and smells HORRIBLE! (every time that I'm going there, not only once...)

Chair Jamie Goldstein
Vice Chair Martin Bernal
Board Member Tina Friend
Board Member Carlos Palacios



STAFF REPORT

DATE: March 5, 2020
TO: Library Joint Powers Authority Board
FROM: Susan Nemitz, Library Director
RE: 2nd Qtr. Report Community Impact Measures

STAFF RECOMMENDATION

Accept and File Community Impact Measures for 2nd Qtr. 2019-2020

DISCUSSION

This 2nd quarter report covers the time period of July 1, 2019 through December 31, 2019 and compares this data to the previous year. The report measures the usage of the collection and services, the library's Internet and public computer usage, the public's use of the library buildings, new registrants and it also measures the work of the library beyond its walls, since a growing number of Library programs/services occur in outreach activities. It's worth noting that during this period in the prior year, La Selva Beach and Felton were open. They closed in the second quarter on September 1st and November 1st respectively. The comparison from last year shows a slight dip in visitation in the second quarter which can be partially attributed to those closures, but the Library still significantly increased the number of new library members and participants in its programming.

- Total circulation system-wide increased by 1%.
- Total visitors by branch system-wide decreased by 4%.
 - Felton and La Selva Beach closed for construction/renovation during the second quarter.

- Total number of new registrations increased by 14%.
- Total hours of public internet computer use system-wide decreased by 5%.
- Total hours of wireless internet sessions increased by 190%.
 - Data from last September (2018) were lost so increases look more substantial.
- Total sessions of public internet use decreased by 6%.
- Total number of public wifi sessions decreased by 28%
- Total hours of meeting room use system-wide decreased by 8%.
- The total number of programs held system-wide increased by 10% and system-wide program attendance decreased by 23%.

Attachment:

2nd Quarter Community Impact Measures

Report Prepared by: Kira Henifin,
Principal Management Analyst

Reviewed and Forwarded by: Susan Nemitz, Library Director

CIRCULATION BY BRANCH

	QTR 1			QTR 2			QTR 3			QTR 4			YTD Totals	
	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20
Aptos	57,895	57,622	-0.5%	52,313	52,919	1%	56,406		#REF!	55,101		#REF!	110,208	110,541
Boulder Creek	10,599	10,589	-0.1%	10,423	9,387	-10%	11,280		#REF!	10,727		#REF!	21,022	19,976
Branciforte	20,779	20,325	-2.2%	19,196	18,534	-3%	21,225		#REF!	21,349		#REF!	39,975	38,859
Capitola	8	0	-100.0%	0	0	0%	0		#REF!	0		#REF!	8	0
Downtown	65,435	59,841	-8.5%	59,609	54,533	-9%	63,142		#REF!	58,755		#REF!	125,044	114,374
Felton	6,331	6,258	-1.2%	6,221	2,600	-58%	6,281		#REF!	6,295		#REF!	12,552	8,858
Garfield Park	12,899	14,077	9.1%	12,239	13,585	11%	12,793		#REF!	13,272		#REF!	25,138	27,662
La Selva Beach	4,622	3,803	-17.7%	4,504	22	-100%	4,978		#REF!	5,199		#REF!	9,126	3,825
Live Oak	45,091	46,950	4.1%	41,225	44,236	7%	46,287		#REF!	44,871		#REF!	86,316	91,186
Scotts Valley	47,351	47,723	0.8%	42,734	46,643	9%	46,741		#REF!	45,327		#REF!	90,085	94,366
Outreach	11,523	9,732	-15.5%	11,332	9,796	-14%	10,220		#REF!	10,249		#REF!	22,855	19,528
TOTAL	282,533	276,920	-2.0%	259,796	252,255	-3%	279,353		#REF!	271,145		#REF!	542,329	529,175
Digital Branch	61,538	85,739	39.3%	73,036	85,148	17%	73,643		#REF!	70,717		#REF!	134,574	170,887
Total incl. DB	344,071	362,659	5.4%	332,832	337,403	1%	352,996		#REF!	341,862		#REF!	676,903	700,062

VISITORS BY BRANCH

	QTR 1			QTR 2			QTR 3			QTR 4			YTD Totals	
	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20
Aptos	37,125	38,126	2.7%	35,786	33,943	-5%	38,744		#REF!	40,186		#REF!	72,911	72,069
Boulder Creek	10,426	8,701	-16.5%	10,029	5,438	-46%	11,420		#REF!	10,877		#REF!	20,455	14,139
Branciforte	24,440	22,904	-6.3%	23,582	22,318	-5%	25,618		#REF!	24,078		#REF!	48,022	45,222
Capitola	0	0	0.0%	0	0	0%	0		#REF!	0		#REF!	0	0
Downtown	85,753	89,823	4.7%	79,963	80,621	1%	93,375		#REF!	89,423		#REF!	165,716	170,444
Felton	6,097	6,129	0.5%	5,638	2,176	-61%	6,020		#REF!	6,387		#REF!	11,735	8,305
Garfield Park	14,232	18,134	27.4%	13,602	18,592	37%	13,564		#REF!	12,922		#REF!	27,834	36,726
La Selva Beach	9,500	7,704	-18.9%	9,510	0	-100%	9,484		#REF!	9,252		#REF!	19,010	7,704
Live Oak	25,491	42,943	68.5%	37,599	38,143	1%	41,871		#REF!	41,134		#REF!	63,090	81,086
Scotts Valley	42,931	45,511	6.0%	39,847	44,331	11%	45,726		#REF!	44,701		#REF!	82,778	89,842
Outreach	6,533	6,513	-0.3%	6,442	6,105	-5%	6,088		#REF!	6,476		#REF!	12,975	12,618
TOTAL	262,528	286,488	9.1%	261,998	251,667	-4%	291,910		#REF!	285,436		#REF!	524,526	538,155

NEW REGISTRATIONS

	QTR 1			QTR 2			QTR 3			QTR 4			YTD Totals	
	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20
Aptos	339	341	0.6%	313	338	8%	315		#REF!	285		#REF!	652	679
Boulder Creek	83	77	-7.2%	68	70	3%	79		#REF!	82		#REF!	151	147
Branciforte	128	123	-3.9%	124	129	4%	140		#REF!	139		#REF!	252	252
Capitola	26	35	34.6%	32	27	-16%	25		#REF!	31		#REF!	58	62
Downtown	695	729	4.9%	605	669	11%	656		#REF!	688		#REF!	1,300	1,398
Felton	53	61	15.1%	63	58	-8%	70		#REF!	87		#REF!	116	119
Garfield Park	89	71	-20.2%	60	72	20%	57		#REF!	61		#REF!	149	143
La Selva Beach	42	28	-33.3%	35	4	-89%	32		#REF!	42		#REF!	77	32
Live Oak	290	283	-2.4%	321	284	-12%	354		#REF!	304		#REF!	611	567
Scotts Valley	248	293	18.1%	201	250	24%	266		#REF!	314		#REF!	449	543
Outreach	330	121	-63.3%	127	320	152%	34		#REF!	69		#REF!	457	441
TOTAL	2,323	2,162	-6.9%	1,949	2,221	14%	2,028		#REF!	2,102		#REF!	4,272	4,383

	HOURS OF PUBLIC INTERNET COMPUTER USE													
	QTR 1			QTR 2			QTR 3			QTR 4			YTD Totals	
	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20
Aptos	3,910	4,354	11.4%	3,976	4,095	3%	4,457	4,562	#REF!	4,562	4,562	#REF!	7,886	8,449
Boulder Creek	1,093	880	-19.5%	967	826	-15%	979	833	#REF!	833	833	#REF!	2,060	1,706
Branciforte	1,784	1,388	-22.2%	1,544	1,366	-12%	1,757	1,647	#REF!	1,647	1,647	#REF!	3,328	2,754
Capitola	0	0	0.0%	0	0	0%	0	0	#REF!	0	0	#REF!	0	0
Downtown	18,578	18,367	-1.1%	17,077	16,954	-1%	16,762	17,162	#REF!	17,162	17,162	#REF!	35,655	35,321
Felton	454	341	-24.9%	317	108	-66%	350	347	#REF!	347	347	#REF!	771	449
Garfield Park	1,036	1,253	20.9%	1,107	900	-19%	1,187	1,035	#REF!	1,035	1,035	#REF!	2,143	2,153
La Selva Beach	120	121	0.8%	145	0	-100%	127	153	#REF!	153	153	#REF!	265	121
Live Oak	4,337	4,183	-3.6%	3,853	3,489	-9%	4,164	3,940	#REF!	3,940	3,940	#REF!	8,190	7,672
Scotts Valley	2,269	2,283	0.6%	2,133	1,976	-7%	2,193	2,152	#REF!	2,152	2,152	#REF!	4,402	4,259
TOTAL SYSTEM	33,581	33,170	-1.2%	31,119	29,714	-5%	31,976	31,831	#REF!	31,831	31,831	#REF!	64,700	62,884

	HOURS OF WIRELESS INTERNET SESSIONS													
	QTR 1			QTR 2			QTR 3			QTR 4			YTD Totals	
	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20
Aptos	4,907	5,994	22.2%	5,371	4,435	-17%	6,746	6,167	#REF!	6,167	6,167	#REF!	10,278	26,125
Boulder Creek	1,885	1,816	-3.7%	2,066	1,661	-20%	1,942	1,736	#REF!	1,736	1,736	#REF!	3,951	6,752
Branciforte	2,058	2,154	4.7%	2,449	2,087	-15%	2,662	2,176	#REF!	2,176	2,176	#REF!	4,507	8,710
Capitola	0	0	0.0%	0	0	0%	0	0	#REF!	0	0	#REF!	0	0
Downtown	9,421	9,823	4.3%	9,910	7,838	-21%	9,741	9,960	#REF!	9,960	9,960	#REF!	19,331	38,579
Felton	1,030	1,233	19.7%	1,482	586	-60%	941	1,114	#REF!	1,114	1,114	#REF!	2,512	4,454
Garfield Park	1,214	1,442	18.8%	1,200	1,300	8%	1,187	1,067	#REF!	1,067	1,067	#REF!	2,414	5,988
Headquarters	1,008	1,008	0.0%	895	878	-2%	893	1,064	#REF!	1,064	1,064	#REF!	1,903	3,904
La Selva Beach	1,087	774	-28.8%	1,093	0	-100%	767	828	#REF!	828	828	#REF!	2,180	774
Live Oak	2,828	3,691	30.5%	2,865	3,058	7%	3,642	3,851	#REF!	3,851	3,851	#REF!	5,693	11,931
Scotts Valley	5,105	5,576	9.2%	5,228	4,692	-10%	5,430	5,334	#REF!	5,334	5,334	#REF!	10,333	20,707
TOTAL SYSTEM	30,543	33,511	9.7%	32,559	26,535	-19%	33,951	33,297	#REF!	33,297	33,297	#REF!	63,102	127,924

* some data was lost from September 2018, so these numbers are lower than actual.

	SESSIONS OF PUBLIC INTERNET USE													
	QTR 1			QTR 2			QTR 3			QTR 4			YTD Totals	
	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20
Aptos	5,452	5,872	7.7%	5,213	4,892	-6%	5,874	6,113	#REF!	6,113	6,113	#REF!	10,665	10,764
Boulder Creek	1,424	1,214	-14.7%	1,330	1,150	-14%	1,310	1,161	#REF!	1,161	1,161	#REF!	2,754	2,364
Branciforte	2,512	2,055	-18.2%	2,281	2,040	-11%	2,522	2,301	#REF!	2,301	2,301	#REF!	4,793	4,095
Capitola	0	0	0.0%	0	0	0%	0	0	#REF!	0	0	#REF!	0	0
Downtown	17,240	18,580	7.8%	16,223	16,346	1%	17,715	17,841	#REF!	17,841	17,841	#REF!	33,463	34,926
Felton	622	562	-9.6%	511	195	-62%	618	560	#REF!	560	560	#REF!	1,133	757
Garfield Park	1,382	1,366	-1.2%	1,260	1,192	-5%	1,439	1,315	#REF!	1,315	1,315	#REF!	2,642	2,558
La Selva Beach	187	168	-10.2%	264	0	-100%	225	228	#REF!	228	228	#REF!	451	168
Live Oak	5,892	5,733	-2.7%	5,416	4,901	-10%	5,980	5,587	#REF!	5,587	5,587	#REF!	11,308	10,634
Scotts Valley	3,894	3,809	-2.2%	3,622	3,391	-6%	3,788	3,658	#REF!	3,658	3,658	#REF!	7,516	7,200
TOTAL SYSTEM	38,605	39,359	2.0%	36,120	34,107	-6%	39,471	38,764	#REF!	38,764	38,764	#REF!	74,725	73,466

NUMBER OF PUBLIC WIFI SESSIONS														
	QTR 1			QTR 2			QTR 3			QTR 4			YTD Totals	
	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20
Aptos	24,922	30,262	21.4%	29,246	20,131	-31%	30,503	32,354	#REF!	32,354	54,168	59,508	54,168	59,508
Boulder Creek	5,576	6,027	8.1%	6,592	4,936	-25%	6,262	5,375	#REF!	5,375	12,168	12,619	12,168	12,619
Branciforte	7,402	7,532	1.8%	9,341	6,556	-30%	8,060	7,661	#REF!	7,661	16,743	16,873	16,743	16,873
Capitola	0	0	0.0%	0	0	0%	0	0	#REF!	0	0	0	0	0
Downtown	36,191	38,094	5.3%	37,564	28,756	-23%	36,390	39,654	#REF!	39,654	73,755	75,658	73,755	75,658
Felton	7,208	6,779	-6.0%	8,901	3,221	-64%	5,428	6,292	#REF!	6,292	16,109	15,680	16,109	15,680
Garfield Park	5,099	4,863	-4.6%	4,183	4,546	9%	4,124	3,997	#REF!	3,997	9,282	9,046	9,282	9,046
Headquarters	2,243	3,711	65.4%	3,082	2,896	-6%	3,041	3,968	#REF!	3,968	5,325	6,793	5,325	6,793
La Selva Beach	3,789	2,455	-35.2%	3,614	0	-100%	2,667	2,865	#REF!	2,865	7,403	6,069	7,403	6,069
Live Oak	7,975	10,760	34.9%	8,422	8,240	-2%	10,449	11,303	#REF!	11,303	16,397	19,182	16,397	19,182
Scotts Valley	19,830	20,627	4.0%	19,462	15,131	-22%	18,785	19,438	#REF!	19,438	39,292	40,089	39,292	40,089
TOTAL SYSTEM	120,235	131,110	9.0%	130,407	94,413	-28%	125,709	132,907	#REF!	132,907	250,642	261,517	250,642	261,517

* some data was lost from September 2018, so these numbers are lower than actual.

HOURS OF MEETING ROOM USE														
	QTR 1			QTR 2			QTR 3			QTR 4			YTD Totals	
	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20
Aptos	485	437	-9.9%	498	447	-10%	509	475	#REF!	475	983	884	983	884
Boulder Creek	248	150	-39.5%	309	261	-16%	378	239	#REF!	239	557	411	557	411
Downtown	709	532	-25.0%	468	432	-8%	573	619	#REF!	619	1,177	964	1,177	964
Scotts Valley	292	368	26.0%	485	475	-2%	420	433	#REF!	433	777	843	777	843
TOTAL HOURS	1,734	1,487	-14.2%	1,760	1,615	-8%	1,880	1,766	#REF!	1,766	3,494	3,102	3,494	3,102

NUMBER OF PROGRAMS														
	QTR 1			QTR 2			QTR 3			QTR 4			YTD Totals	
	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20
Aptos	89	84	-5.6%	87	150	72%	52	99	#REF!	99	176	234	176	234
Boulder Creek	69	37	-46.4%	60	47	-22%	43	49	#REF!	49	129	84	129	84
Branciforte	45	49	8.9%	48	86	79%	54	49	#REF!	49	93	60	93	60
Capitola	11	6	-45.5%	12	11	-8%	15	12	#REF!	12	23	212	23	212
Downtown	111	163	46.8%	145	206	42%	163	179	#REF!	179	256	369	256	369
Felton	14	6	-57.1%	8	1	-88%	10	14	#REF!	14	22	7	22	7
Garfield Park	35	36	2.9%	30	42	40%	28	46	#REF!	46	65	78	65	78
La Selva Beach	65	54	-16.9%	99	12	-88%	83	86	#REF!	86	164	66	164	66
Live Oak	56	76	35.7%	122	130	7%	110	96	#REF!	96	178	206	178	206
Scotts Valley	71	118	66.2%	129	125	-3%	110	111	#REF!	111	200	243	200	243
Outreach	26	26	0.0%	23	27	17%	24	26	#REF!	26	49	53	49	53
TOTAL	592	655	10.6%	763	837	10%	692	767	#REF!	767	1,355	1,492	1,355	1,492

Community Impact Measures
By Branch

PROGRAM ATTENDANCE														
	QTR 1			QTR 2			QTR 3			QTR 4			YTD Totals	
	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20	% Change	FY18/19	FY19/20
Aptos	1,575	1,002	-36.4%	1,317	2,178	65%	1,060		#REF!	1,124		#REF!	2,892	3,180
Boulder Creek	693	224	-67.7%	659	276	-58%	797		#REF!	539		#REF!	1,352	500
Branciforte	809	793	-2.0%	849	1,028	21%	943		#REF!	1,152		#REF!	1,658	1,821
Capitola	130	137	5.4%	199	139	-30%	314		#REF!	172		#REF!	329	276
Downtown	2,103	1,978	-5.9%	3,300	2,253	-32%	1,895		#REF!	2,714		#REF!	5,403	4,231
Felton	216	125	-42.1%	28	10	-64%	23		#REF!	139		#REF!	244	135
Garfield Park	371	385	3.8%	307	503	64%	274		#REF!	358		#REF!	678	888
La Selva Beach	1,334	1,005	-24.7%	1,724	157	-91%	1,487		#REF!	1,348		#REF!	3,058	1,162
Live Oak	1,337	1,828	36.7%	2,393	1,597	-33%	1,663		#REF!	2,267		#REF!	3,730	3,425
Scotts Valley	1,633	2,277	39.4%	2,972	2,167	-27%	2,417		#REF!	2,736		#REF!	4,605	4,444
Outreach	685	717	4.7%	572	748	31%	636		#REF!	719		#REF!	1,257	1,465
TOTAL	10,886	10,471	-3.8%	14,320	11,056	-23%	11,509		#REF!	13,268		#REF!	25,206	21,527

Capitola Closure starting in May and June with a few offsite programs continuing

La Selva Beach Closure on September 1, 2019

Felton Closure on November 1, 2019

Felton Opening on February 22, 2020

Boulder Creek Closure on February 22, 2020

Chair Jamie Goldstein
Vice Chair Martin Bernal
Board Member Tina Friend
Board Member Carlos Palacios



**SANTA CRUZ
PUBLIC LIBRARIES**

STAFF REPORT

DATE: March 5, 2020
TO: Library Joint Powers Authority Board
FROM: Susan Nemitz, Library Director
RE: 2nd Quarter Financial Report

STAFF RECOMMENDATION

Accept and File Financial Report for 2nd Qtr. 2019-2020

DISCUSSION

The second quarter financial report covers the beginning of the fiscal year, July 1, 2019, through December 31, 2019 and compares the data to the same time period from the prior year.

All financial figures included in this report are unaudited.

Revenues

Total Revenue for this quarter: 51.1%

Sales Tax 52.3%

Maintenance of Effort 49.9%

Expenditures

Total actual expenditures for this quarter: 46.0%

Books and Periodicals-Grants and Donations line are awaiting an adjustment from Finance. These adjustments include additional funds allocated which were approved at the December 2019 meeting.

Personnel Costs

Total Personnel costs for this quarter: 45.8%

Regular Full Time 46.6%

Part Time 43.0%

Temporary 47.1%

Also attached is the Library's Financial Dashboard Report for the quarter which ended December 2019. This report is prepared by the City of Santa Cruz's Finance Department.

Attachments: #1 2nd Quarter Financial Reports
#2 Library Financial Dashboard Report

Report Prepared by: Kira Henifin
Principal Management Analyst

Reviewed and Forwarded by: Susan Nemitz, Library Director

Revenue Balances

Criteria: Summarize By = Report,Fund,Account; As Of = 12/31/2019; Period = 0,1,1,12; Fund = 951

Acct	Title	Year-To-Date Ado Budget	Year-To-Date Adjustments	Year-To-Date Adj Budget	Year-To-Date Actual	Bdgt. to Act. Variance	Pct. Spent
Fund 951 -- Library Joint Powers Authority							
41211	Sales and use tax	8,311,763.00	(49,013.00)	8,262,750.00	4,322,145.02	3,940,604.98	52.3%
43190	Federal grants - other	0.00	1,000.00	1,000.00	0.00	1,000.00	0.0%
43311	Maintenance of effort contributions	5,725,273.00	0.00	5,725,273.00	2,859,689.20	2,865,583.80	49.9%
44630	Room rentals-library JPA	4,640.00	0.00	4,640.00	2,320.00	2,320.00	50.0%
45131	Library fines	140,500.00	0.00	140,500.00	0.00	140,500.00	0.0%
46110	Pooled cash and investment interest	91,910.00	0.00	91,910.00	0.00	91,910.00	0.0%
46190	Interest earnings - other	17,433.00	0.00	17,433.00	13,982.96	3,450.04	80.2%
46303	Donations - library	13,100.00	0.00	13,100.00	0.00	13,100.00	0.0%
46309	Donations - library - Friends of the Lib	19,423.00	0.00	19,423.00	48,295.00	(28,872.00)	248.6%
46910	Miscellaneous operating revenue	8,500.00	0.00	8,500.00	58,711.79	(50,211.79)	690.7%
46990	Miscellaneous non-operating revenue	0.00	0.00	0.00	(146.00)	146.00	0.0%
49122	From Library Private Trust Fund	22,190.00	0.00	22,190.00	0.00	22,190.00	0.0%
Total Library Joint Powers Authority		14,354,732.00	(48,013.00)	14,306,719.00	7,304,997.97	7,001,721.03	
Total		14,354,732.00	(48,013.00)	14,306,719.00	7,304,997.97	7,001,721.03	

Expenditure Balances

Criteria: Summarize By = Report, Account, Account; As Of = 12/31/2019; Period = 0,1,1,12; Activity = 36*; Account = 52*, 53*, 54*, 55*, 56*, 57*, 58*, 59*

Acct	Title	Year-To-Date Ado Budget	Year-To-Date Adjustments	Year-To-Date Adj Budget	Year-To-Date Actual	Year-To-Date Encumbrances	Bdgt. to Act. Variance	Pct. Spent
52131	Claims management services - outside	17,000.00	0.00	17,000.00	2,477.58	6,722.42	7,800.00	54.1%
52135	Financial services - outside	462,438.00	24,000.00	486,438.00	233,827.00	6,461.24	246,149.76	49.4%
52155	Merchant bank fees	2,500.00	0.00	2,500.00	570.93	0.00	1,929.07	22.8%
52199	Courier services	2,000.00	118.72	2,118.72	960.70	1,658.02	(500.00)	123.6%
52201	Other professional & technical services	113,000.00	229.32	113,229.32	19,186.86	84,775.09	9,267.37	91.8%
52202	Water, sewer and refuse	74,910.00	0.00	74,910.00	32,837.48	10,345.52	31,727.00	57.6%
52211	Hazardous materials disposal	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	0.0%
52223	Janitorial services	325,026.00	0.00	325,026.00	104,638.93	187,192.37	33,194.70	89.8%
52226	Equip annual inventory charge - internal	4,690.00	0.00	4,690.00	0.00	0.00	4,690.00	0.0%
52227	Vehicle work order charges - internal	22,000.00	0.00	22,000.00	4,387.07	0.00	17,612.93	19.9%
52240	Vehicle fuel island charges - internal	16,485.00	0.00	16,485.00	7,329.26	0.00	9,155.74	44.5%
52241	Office equipment operation/maint	3,600.00	0.00	3,600.00	1,122.72	0.00	2,477.28	31.2%
52244	Vehicle maintenance costs - outside	6,500.00	0.00	6,500.00	16.20	0.00	6,483.80	0.2%
52246	Other equipment operation/maintenance	8,050.00	0.00	8,050.00	3,984.56	0.00	4,065.44	49.5%
52247	Building and facility o & m - outside	343,303.00	(50,000.00)	293,303.00	120,830.96	97,781.53	74,690.51	74.5%
52248	Landscaping maintenance services	45,450.00	0.00	45,450.00	9,196.74	9,396.00	26,857.26	40.9%
52249	Software maintenance services	422,181.00	(33,000.00)	389,181.00	69,002.16	3,934.63	316,244.21	18.7%
52261	Hardware maintenance services	32,000.00	0.00	32,000.00	6,000.00	0.00	26,000.00	18.8%
52269	Equipment, building and land rentals	237,163.00	14,088.00	251,251.00	129,414.48	12,444.00	109,392.52	56.5%
52302	Equipment lease-outside	0.00	12,000.00	12,000.00	0.00	11,935.68	64.32	99.5%
52304	Travel and meetings	15,925.00	(4,000.00)	11,925.00	873.63	0.00	11,051.37	7.3%
52403	Training	79,300.00	0.00	79,300.00	25,326.76	0.00	53,973.24	31.9%
52932	Telecommunications service - outside	176,385.00	0.00	176,385.00	(31,431.20)	35,375.51	172,440.69	2.2%
52933	Liability insurance/surety bonds-interna	37,442.00	0.00	37,442.00	18,720.00	0.00	18,722.00	50.0%
52960	Liability insurance/surety bonds-outside	48,000.00	20,000.00	68,000.00	49,406.00	0.00	14,879.02	22.2%
52961	Advertising	19,130.00	0.00	19,130.00	4,250.98	0.00	18,594.00	72.7%
52972	Dues and memberships	35,162.00	0.00	35,162.00	28,565.00	0.00	6,597.00	81.2%
52977	Printing and binding-outside	24,600.00	0.00	24,600.00	3,502.99	0.00	21,097.01	14.2%
53101	Postage charges	7,000.00	0.00	7,000.00	3,008.23	0.00	3,991.77	43.0%
53102	Office supplies	23,550.00	0.00	23,550.00	7,408.48	0.00	16,141.52	31.5%
53106	Books and periodicals	1,324,459.00	292,143.82	1,616,602.82	820,614.79	4,398.00	791,590.03	51.0%
53107	Books and periodicals-grants & donations	2,650.00	46.61	2,696.61	293,713.31	1,498.29	(292,514.99)	10,947.5%
53108	Safety clothing and equipment	12,560.00	0.00	12,560.00	2,500.70	0.00	10,059.30	19.9%
53109	Copier supplies	6,075.00	0.00	6,075.00	0.00	0.00	6,075.00	0.0%
53112	Library functional supplies	141,500.00	0.00	141,500.00	64,927.22	0.00	76,572.78	45.9%
53113	Janitorial supplies	25,250.00	0.00	25,250.00	10,473.62	0.00	14,776.38	41.5%
53311	Electricity	190,275.00	0.00	190,275.00	128,386.36	0.00	61,888.64	67.5%

Expenditure Balances

Criteria: Summarize By = Report, Account, Account; As Of = 12/31/2019; Period = 0, 1, 12; Activity = 36*; Account = 52*, 53*, 54*, 55*, 56*, 57*, 58*, 59*

Acct	Title	Year-To-Date Ado Budget	Year-To-Date Adjustments	Year-To-Date Adj Budget	Year-To-Date Actual	Year-To-Date Encumbrances	Bdgt. to Act. Variance	Pct. Spent
53312	Natural gas	29,450.00	0.00	29,450.00	9,026.54	0.00	20,423.46	30.7%
54990	Miscellaneous supplies and services	186,523.00	0.00	186,523.00	46,969.51	5,066.25	134,487.24	27.9%
56995	Refunded fees and fines	2,000.00	0.00	2,000.00	439.27	0.00	1,560.73	22.0%
57401	Office furniture/equipment	18,000.00	0.00	18,000.00	14,094.12	0.00	3,905.88	78.3%
57409	Computer equipment	150,000.00	0.00	150,000.00	63,940.50	0.00	86,059.50	42.6%
57990	Other capital outlay	50,000.00	50,000.00	100,000.00	19,667.75	0.00	80,332.25	19.7%
Total		4,744,532.00	325,626.47	5,070,158.47	2,330,168.19	478,984.55	2,261,005.73	

Expenditure Balances

Criteria: Summarize By = Report,Account,Account; As Of = 12/31/2019; Period = 0,1,..12; Activity = 36*; Account = 51*

Acct	Title	Year-To-Date Ado Budget	Year-To-Date Adjustments	Year-To-Date Adj Budget	Year-To-Date Actual	Year-To-Date Encumbrances	Bdgt. to Act. Variance	Pct. Spent
51110	Regular full time	5,771,198.00	0.00	5,771,198.00	2,689,063.41	0.00	3,082,134.59	46.6%
51111	Regular part time	935,597.00	0.00	935,597.00	402,287.06	0.00	533,309.94	43.0%
51114	Overtime	0.00	0.00	0.00	193.12	0.00	(193.12)	0.0%
51115	Termination pay	0.00	0.00	0.00	38,715.01	0.00	(38,715.01)	0.0%
51122	Temporary	826,000.00	0.00	826,000.00	389,015.77	0.00	436,984.23	47.1%
51130	Other pay	947.00	0.00	947.00	1,519.34	0.00	(572.34)	160.4%
51132	Special vacation pay	15,399.00	0.00	15,399.00	18,249.62	0.00	(2,850.62)	118.5%
51133	Special sick leave pay	3,592.00	0.00	3,592.00	0.00	0.00	3,592.00	0.0%
51150	Vehicle-phone-data allowance	3,384.00	0.00	3,384.00	1,597.50	0.00	1,786.50	47.2%
51201	Retirement contribution	441,806.00	0.00	441,806.00	189,833.62	0.00	251,972.38	43.0%
51202	F.I.C.A.	0.00	0.00	0.00	18,482.97	0.00	(18,482.97)	0.0%
51203	PERS unfunded liability	1,036,465.00	0.00	1,036,465.00	466,244.63	0.00	570,220.37	45.0%
51206	PERS Unfunded payment	336,636.00	(336,636.00)	0.00	0.00	0.00	0.00	0.0%
51210	Group health insurance	1,401,982.00	0.00	1,401,982.00	608,323.20	0.00	793,658.80	43.4%
51212	Group dental insurance	96,279.00	0.00	96,279.00	44,399.12	0.00	51,879.88	46.1%
51213	Vision insurance	16,403.00	0.00	16,403.00	7,373.38	0.00	9,029.62	45.0%
51214	Medicare insurance	90,888.00	0.00	90,888.00	49,158.02	0.00	41,729.98	54.1%
51215	Employee assistance program	4,237.00	0.00	4,237.00	1,800.05	0.00	2,436.95	42.5%
51220	Group life insurance	1,889.00	0.00	1,889.00	831.66	0.00	1,057.34	44.0%
51221	Disability insurance	75,924.00	0.00	75,924.00	18,702.45	0.00	57,221.55	24.6%
51222	SDI	0.00	0.00	0.00	1,050.31	0.00	(1,050.31)	0.0%
51230	Unemployment insurance	50,186.00	0.00	50,186.00	27,134.12	0.00	23,051.88	54.1%
51240	Workers' compensation	256,390.00	0.00	256,390.00	133,746.56	0.00	122,643.44	52.2%
51250	Temp employee benefits - budget only	115,640.00	0.00	115,640.00	0.00	0.00	115,640.00	0.0%
Total		11,480,842.00	(336,636.00)	11,144,206.00	5,107,720.92	0.00	6,036,485.08	

Contained herein is the preliminary, UNAUDITED Library Financial Dashboard summary report for the Quarter ending December 2019. At Quarter's end, the NET operating results were <\$91,875> with year-to-date net operating results of <\$132,845>. In general, preliminary revenues are ahead of the budget target by 1.1% and expenditures are under budget by 4.1%.

Net Operations (major accounts)	Last Quarter Results		Annual Adj. Budget FY 2019/20	Percent of Budget Comparison		Months completed	Positive / (Negative)
	2nd Quarter (Oct-Dec)	Fiscal Year to Date		YTD Actuals	YTD Actuals		
Revenue:							
(1) Sales Tax	\$ 2,178,482	\$ 4,322,145	\$ 8,262,750	52.3%	50.0%	50.0%	2.3%
MOE - Member Contributions	\$ 1,571,627	\$ 2,859,689	5,725,273	49.9%	50.0%	50.0%	(0.1%)
Library Fines (hide)							
Other Revenue	\$ 64,819	\$ 123,164	318,696	38.6%	50.0%	50.0%	(11.4%)
Subtotal Operating Revenue (hide)	\$ 3,814,927	\$ 7,304,998	14,306,719	51.1%	50.0%	50.0%	1.1%
Budgetary Financing Sources							
TOTAL REVENUES	\$ 3,814,927	\$ 7,304,998	\$ 14,306,719	51.1%	50.0%	50.0%	1.1%
Expenditures:							
(3) Payroll	\$ 2,805,834	\$ 5,107,721	\$ 11,144,206	45.8%	49.2%	49.2%	3.3%
Books (w/Grants)	\$ 429,625	\$ 1,114,328	1,619,299	68.8%	50.0%	50.0%	(18.8%)
(7) Janitorial Services	\$ 56,491	\$ 104,639	325,026	32.2%	50.0%	50.0%	17.8%
Building and Facility	\$ 74,124	\$ 120,831	293,303	41.2%	50.0%	50.0%	8.8%
Rent (Equip, Building, Land)	\$ 64,238	\$ 129,414	251,251	51.5%	50.0%	50.0%	(1.5%)
(2) Utilities	\$ 142,519	\$ 138,819	471,020	29.5%	50.0%	50.0%	20.5%
(4) Other expenditures	\$ 333,971	\$ 722,091	2,110,259	34.2%	50.0%	50.0%	15.8%
TOTAL EXPENDITURES	\$ 3,906,803	\$ 7,437,843	\$ 16,214,364	45.9%	50.0%	50.0%	4.1%
Net Gain / (Loss)	\$ (91,875)	\$ (132,845)	\$ (1,907,645)				

Key Balance Sheet items	2nd Quarter		Trust Current Assets		Balance
	1st Quarter	2nd Quarter	Trust	Balance	
(5) Equipment Reserve	1,386,272	Trust	223,676	Leet-Corday	99,233
(5) 20% Reserve	2,861,344	McCaskill- Hist	203,778	Morely	13,730
Fund Balance-Beginning Available	1,847,478	McCaskill- Vis	9,363	Hale	47,606
Net Change in Fund Balance	(91,875)	Finkeldey			
(6) Fund Balance-Ending Available	1,755,603	Whalen	98,709		

Notes:

(1) For sales tax, September, December, March, and June include the State's estimated revenue plus any balances for actuals vs. estimates for the prior 3-months (true-up). The subsequent months (October, January, April, and July) tend to be lower as they contain the lower state estimates.

(2) Utilities will be under budget due to an E-Rate Refund received in the amount of \$125,939.88. The average utility total is approximately \$45,000 monthly.

(3) For the current fiscal year, the following months have more than two pay periods, which will create higher monthly payroll costs: August and January. The month's completed % is adjusted to reflect year-end equipment at \$29k, and [Library functional supplies at \$27k].

(4) For the Quarter ending in December, the four largest expenditures within 'Other expenditures' included: [Financial services - outside at \$116k], [Software maintenance services at \$30k], [Computer equipment at \$29k], and [Library functional supplies at \$27k].

(5) The Library's reserves were changed on September 1, 2016 to: (1) reduce from 2 months to 15% the primary reserve and (2) formally establish a capital reserve with a target balance of \$400,000 (formally the informal reserve for fleet/equipment replacement). On November 2, 2017, the Library's reserves were increased from 15% to 20%.

(6) Ending Available Fund Balance is unaudited and before consideration of remaining contractual encumbrances (administrative support, legal, janitorial, equip & material purchases, etc.).

(7) Janitorial Services are under budget for the second quarter due to December invoices not being paid on time. December expenses will be entered in January 2020.

Financial Status Balances

Criteria: Summarize By = Report,Fund, Object, Account; As Of = 12/31/2019; Period = 0, 1, 12; Fund = 951

	10/31/2019		11/30/2019		12/31/2019		Acct	Title
	Month-To-Date Actual	Month-To-Date Actual	Month-To-Date Actual	Month-To-Date Actual	Month-To-Date Actual	Month-To-Date Actual		
Expenditures								
Fund 951 -- Library Joint Powers Authority								
Object 51000 -- PERSONNEL SERVICES								
	426,943.43	620,945.36	415,831.82	51110				Regular full time
	63,708.56	98,282.66	66,138.18	51111				Regular part time
	0.00	193.12	0.00	51114				Overtime
	0.00	1,708.66	0.00	51115				Termination pay
	62,969.59	83,872.57	57,232.32	51122				Temporary
	0.00	214.53	66.80	51130				Other pay
	0.00	509.51	12,539.32	51132				Special vacation pay
	282.00	354.00	247.00	51150				Vehicle-phone-data allowance
	30,512.71	44,091.11	29,527.83	51201				Retirement contribution
	2,977.17	3,945.54	2,641.79	51202				F.I.C.A.
	74,855.68	109,608.06	73,388.16	51203				PERS unfunded liability
	102,007.27	153,237.65	108,932.04	51210				Group health insurance
	7,596.42	11,233.38	7,561.28	51212				Group dental insurance
	1,261.10	1,869.15	1,247.27	51213				Vision insurance
	7,747.60	11,256.98	7,722.38	51214				Medicare insurance
	307.94	304.48	304.48	51215				Employee assistance program
	141.90	209.75	140.35	51220				Group life insurance
	2,979.87	4,447.43	2,959.52	51221				Disability insurance
	0.00	0.00	1,050.31	51222				SDI
	4,293.68	6,245.89	4,284.39	51230				Unemployment insurance
	21,151.90	30,978.96	20,772.84	51240				Workers' compensation
	1,183,508.82	1,183,508.79	812,588.08					
Object 52000 -- SERVICES								
	0.00	610.38	573.71	52131				Claims management services - outside
	38,537.00	38,537.00	38,537.00	52135				Financial services - outside
	116.11	113.52	88.43	52150				Merchant bank fees
	192.14	192.14	192.14	52155				Courier services
	7,226.89	2,666.63	0.00	52199				Other professional & technical services
	12,607.27	9,480.14	1,656.05	52201				Water, sewer and refuse

Financial Status Balances

Criteria: Summarize By = Report,Fund, Object,Account; As Of = 12/31/2019; Period = 0,1,1,12; Fund = 951

10/31/2019		11/30/2019		12/31/2019	
Month-To-Date	Month-To-Date	Month-To-Date	Month-To-Date	Month-To-Date	Month-To-Date
Actual	Actual	Actual	Actual	Actual	Actual
Expenditures					
Fund 951 -- Library Joint Powers Authority					
Object 52000 -- SERVICES					
25,085.03	31,406.25	0.00	52211		Janitorial services
653.94	1,420.47	1,058.64	52226		Vehicle work order charges - internal
1,239.33	1,177.19	1,257.77	52227		Vehicle fuel island charges - internal
1,072.72	0.00	0.00	52240		Office equipment operation/maint
0.00	16.20	0.00	52241		Vehicle maintenance costs - outside
2,368.08	0.00	0.00	52244		Other equipment operation/maintenance
28,409.51	19,243.79	26,471.04	52246		Building and facility o & m - outside
1,516.00	0.00	6,316.91	52247		Landscaping maintenance services
15,375.03	4,297.98	9,859.21	52248		Software maintenance services
22,057.58	21,989.90	20,191.00	52261		Equipment, building and land rentals
54.61	342.42	124.70	52302		Travel and meetings
6,725.14	4,310.12	3,478.09	52304		Training
5,112.99	5,221.05	40,884.87	52403		Telecommunications service - outside
3,120.00	3,120.00	3,120.00	52932		Liability insurance/surety bonds-interna
3,136.03	231.00	340.60	52960		Advertising
140.00	1,040.00	335.00	52961		Dues and memberships
805.82	0.00	304.63	52972		Printing and binding-outside
Total SERVICES	175,551.22	145,416.18	154,789.79		
Object 53000 -- SUPPLIES					
471.56	568.77	549.81	53101		Postage charges
1,203.06	1,374.60	863.38	53102		Office supplies
105,139.13	3,788.09	30,463.41	53106		Books and periodicals
56,651.08	102,359.97	131,223.14	53107		Books and periodicals-grants & donations
400.90	1,500.75	487.53	53108		Safety clothing and equipment
12,463.95	8,693.45	5,584.93	53112		Library functional supplies
1,757.89	2,192.97	1,543.32	53113		Janitorial supplies
18,600.25	28,519.87	13,094.74	53311		Electricity
525.06	2,427.78	4,389.36	53312		Natural gas
Total SUPPLIES	197,212.88	151,426.25	188,199.62		

Financial Status Balances

Criteria: Summarize By = Report,Fund, Object,Account; As Of = 12/31/2019; Period = 0, 1, 12; Fund = 951

	10/31/2019		11/30/2019		12/31/2019		Acct	Title
	Month-To-Date Actual	Actual	Month-To-Date Actual	Actual	Month-To-Date Actual	Actual		
Expenditures								
Fund 951 -- Library Joint Powers Authority								
Object 54000 -- OTHER MATERIALS AND SERVICES								
	6,201.72	11,931.30	7,513.83	54990				Miscellaneous supplies and services
Total OTHER MATERIALS AND SERVICES		11,931.30	7,513.83					
Object 56000 -- OTHER CHARGES								
	155.71	62.90	49.99	56995				Refunded fees and fines
Total OTHER CHARGES	155.71	62.90	49.99					
Object 57000 -- CAPITAL OUTLAY								
	12,977.05	341.73	775.34	57401				Office furniture/equipment
	926.54	11,113.97	16,655.32	57409				Computer equipment
	19,667.75	0.00	0.00	57990				Other capital outlay
Total CAPITAL OUTLAY	33,571.34	11,455.70	17,430.66					
Total Library Joint Powers Authority	1,503,801.12	1,503,801.12	1,180,571.97					
Total Expenditures	1,222,429.69	1,503,801.12	1,180,571.97					
Revenues								
Fund 951 -- Library Joint Powers Authority								
Object 41000 -- TAXES								
	903,574.56	569,495.91	705,411.15	41211				Sales and use tax
Total TAXES	903,574.56	569,495.91	705,411.15					
Object 43000 -- GRANTS								
	476,563.16	618,732.90	476,330.48	43311				Maintenance of effort contributions
Total GRANTS	476,563.16	618,732.90	476,330.48					
Object 46000 -- MISCELLANEOUS REVENUES								
	2,595.05	2,462.03	2,051.69	46190				Interest earnings - other
	635.00	30,000.00	0.00	46309				Donations - library - Friends of the Lib

Financial Status Balances

Criteria: Summarize By = Report,Fund, Object, Account; As Of = 12/31/2019; Period = 0, 1, 12; Fund = 951

	10/31/2019	11/30/2019	12/31/2019	
	Month-To-Date	Month-To-Date	Month-To-Date	
Actual	Actual	Actual	Actual	Title

Revenues

Fund 951 -- Library Joint Powers Authority

Object 46000 -- MISCELLANEOUS REVENUES

	10,247.79	7,198.90	9,628.83	46910	Miscellaneous operating revenue
Total MISCELLANEOUS REVENUES		39,660.93	11,680.52		
Total Library Joint Powers Authority	1,227,889.74	1,227,889.74	1,193,422.15		
Total Revenues	1,393,615.56	1,227,889.74	1,193,422.15		
Total	171,185.87	(275,911.38)	12,850.18		

General Ledger Balances

Criteria: Summarize By = Report,Fund,Object,Account; As Of = 12/31/2019; Period = 0,1,12; Fund = 93*, 95*, 96*

Acct	Title	Beginning Balance	Year-To-Date Debits	Year-To-Date Credits	Ending Balance
Fund 931 -- McCaskill - Local History					
Object 11000 -- Cash and investments					
11101	Pooled cash	222,006.09	0.00	0.00	222,006.09
11901	Allow for FV of invest w/City-cur unrstr	479.86	0.00	0.00	479.86
Total Cash and investments		222,485.95	0.00	0.00	222,485.95
Object 12000 -- Receivables - current					
12101	Pooled cash interest receivable	1,190.26	0.00	0.00	1,190.26
Total Receivables - current		1,190.26	0.00	0.00	1,190.26
Object 32000 -- Net assets					
32311	Net assets held in trust-library prog.	(224,883.35)	0.00	0.00	(224,883.35)
Total Net assets		(224,883.35)	0.00	0.00	(224,883.35)
Fund 932 -- McCaskill - Visually Impaired					
Object 11000 -- Cash and investments					
11101	Pooled cash	202,217.63	0.00	0.00	202,217.63
11901	Allow for FV of invest w/City-cur unrstr	447.70	0.00	0.00	447.70
Total Cash and investments		202,665.33	0.00	0.00	202,665.33
Object 12000 -- Receivables - current					
12101	Pooled cash interest receivable	1,112.76	0.00	0.00	1,112.76
Total Receivables - current		1,112.76	0.00	0.00	1,112.76
Object 32000 -- Net assets					
32311	Net assets held in trust-library prog.	(210,269.33)	0.00	0.00	(210,269.33)
Total Net assets		(210,269.33)	0.00	0.00	(210,269.33)
Fund 933 -- Estate Proceeds - Finkeldey					
Object 11000 -- Cash and investments					
11101	Pooled cash	9,295.45	0.00	0.00	9,295.45
11901	Allow for FV of invest w/City-cur unrstr	19.52	0.00	0.00	19.52
Total Cash and investments		9,314.97	0.00	0.00	9,314.97
Object 12000 -- Receivables - current					
12101	Pooled cash interest receivable	48.29	0.00	0.00	48.29
Total Receivables - current		48.29	0.00	0.00	48.29

General Ledger Balances

Criteria: Summarize By = Report,Fund,Object,Account; As Of = 12/31/2019; Period = 0, 1, ..12; Fund = 93*, 95*, 96*

Acct	Title	Beginning Balance	Year-To-Date Debits	Year-To-Date Credits	Ending Balance
Fund 933 -- Estate Proceeds - Finkeldey					
Object 32000 -- Net assets					
32311	Net assets held in trust-library prog.	(9,124.96)	0.00	0.00	(9,124.96)
Total Net assets		<u>(9,124.96)</u>	<u>0.00</u>	<u>0.00</u>	<u>(9,124.96)</u>
Total Estate Proceeds - Finkeldey		<u>238.30</u>	<u>0.00</u>	<u>0.00</u>	<u>238.30</u>
Fund 934 -- Whalen Estate - Felton Branch					
Object 11000 -- Cash and investments					
11101	Pooled cash	97,994.25	0.00	0.00	97,994.25
11901	Allow for FV of invest w/City-cur unrstr	205.76	0.00	0.00	205.76
Total Cash and investments		<u>98,200.01</u>	<u>0.00</u>	<u>0.00</u>	<u>98,200.01</u>
Object 12000 -- Receivables - current					
12101	Pooled cash interest receivable	509.10	0.00	0.00	509.10
Total Receivables - current		<u>509.10</u>	<u>0.00</u>	<u>0.00</u>	<u>509.10</u>
Object 32000 -- Net assets					
32311	Net assets held in trust-library prog.	(96,205.09)	0.00	0.00	(96,205.09)
Total Net assets		<u>(96,205.09)</u>	<u>0.00</u>	<u>0.00</u>	<u>(96,205.09)</u>
Total Whalen Estate - Felton Branch		<u>2,504.02</u>	<u>0.00</u>	<u>0.00</u>	<u>2,504.02</u>
Fund 935 -- Robert Leet-Corday Estate					
Object 11000 -- Cash and investments					
11101	Pooled cash	98,514.55	0.00	0.00	98,514.55
11901	Allow for FV of invest w/City-cur unrstr	206.85	0.00	0.00	206.85
Total Cash and investments		<u>98,721.40</u>	<u>0.00</u>	<u>0.00</u>	<u>98,721.40</u>
Object 12000 -- Receivables - current					
12101	Pooled cash interest receivable	511.80	0.00	0.00	511.80
Total Receivables - current		<u>511.80</u>	<u>0.00</u>	<u>0.00</u>	<u>511.80</u>
Object 32000 -- Net assets					
32311	Net assets held in trust-library prog.	(96,715.88)	0.00	0.00	(96,715.88)
Total Net assets		<u>(96,715.88)</u>	<u>0.00</u>	<u>0.00</u>	<u>(96,715.88)</u>
Total Robert Leet-Corday Estate		<u>2,517.32</u>	<u>0.00</u>	<u>0.00</u>	<u>2,517.32</u>

General Ledger Balances

Criteria: Summarize By = Report,Fund,Object,Account; As Of = 12/31/2019; Period = 0, 1, ..12; Fund = 93*, 95*, 96*

Acct	Title	Beginning Balance	Year-To-Date Debits	Year-To-Date Credits	Ending Balance
Fund 936 -- Morley Estate-La Selva Branch					
Object 11000 -- Cash and investments					
11101	Pooled cash	13,630.18	0.00	0.00	13,630.18
11901	Allow for FV of invest w/City-cur unstr	28.62	0.00	0.00	28.62
Total Cash and investments		13,658.80	0.00	0.00	13,658.80
Object 12000 -- Receivables - current					
12101	Pooled cash interest receivable	70.81	0.00	0.00	70.81
Total Receivables - current		70.81	0.00	0.00	70.81
Object 32000 -- Net assets					
32311	Net assets held in trust-library prog.	(13,381.32)	0.00	0.00	(13,381.32)
Total Net assets		(13,381.32)	0.00	0.00	(13,381.32)
Total Morley Estate-La Selva Branch		348.29	0.00	0.00	348.29
Fund 937 -- Hale Trust-Scotts Valley Branch					
Object 11000 -- Cash and investments					
11101	Pooled cash	47,260.73	0.00	0.00	47,260.73
11901	Allow for FV of invest w/City-cur unstr	99.24	0.00	0.00	99.24
Total Cash and investments		47,359.97	0.00	0.00	47,359.97
Object 12000 -- Receivables - current					
12101	Pooled cash interest receivable	245.53	0.00	0.00	245.53
Total Receivables - current		245.53	0.00	0.00	245.53
Object 32000 -- Net assets					
32311	Net assets held in trust-library prog.	(46,397.86)	0.00	0.00	(46,397.86)
Total Net assets		(46,397.86)	0.00	0.00	(46,397.86)
Total Hale Trust-Scotts Valley Branch		1,207.64	0.00	0.00	1,207.64
Fund 938 -- Anna Gruber Living Trust					
Object 32000 -- Net assets					
32311	Net assets held in trust-library prog.	167.76	0.00	0.00	167.76
Total Net assets		167.76	0.00	0.00	167.76
Total Anna Gruber Living Trust		167.76	0.00	0.00	167.76

General Ledger Balances

Criteria: Summarize By = Report,Fund,Object,Account; As Of = 12/31/2019; Period = 0, 1, ..12; Fund = 93*, 95*, 96*

Acct	Title	Beginning Balance	Year-To-Date Debits	Year-To-Date Credits	Ending Balance
Fund 951 -- Library Joint Powers Authority					
Object 11000 -- Cash and investments					
11101	Pooled cash	3,759,411.33	7,489,473.53	7,761,606.88	3,487,277.98
11901	Allow for FV of invest w/City-cur unstr	7,766.88	0.00	0.00	7,766.88
Total Cash and investments		3,767,178.21	7,489,473.53	7,761,606.88	3,495,044.86
Object 12000 -- Receivables - current					
12101	Pooled cash interest receivable	18,069.56	0.00	0.00	18,069.56
12190	Other interest receivable	2,558.35	13,982.96	14,489.62	2,051.69
12201	Taxes receivable - current	709,291.89	4,322,145.02	4,326,025.76	705,411.15
12301	Accounts receivable - billed	3,718.89	0.00	3,718.89	0.00
12303	Accounts receivable - booked	471,272.75	2,860,464.80	2,855,407.07	476,330.48
Total Receivables - current		1,204,911.44	7,196,592.78	7,199,641.34	1,201,862.88
Object 14000 -- Other current assets					
14290	Prepaid expenses - other	0.02	0.00	0.00	0.02
Total Other current assets		0.02	0.00	0.00	0.02
Object 21000 -- Payables					
21101	Accounts payable	(242,922.90)	2,308,654.52	2,167,227.33	(101,495.71)
21105	Manual accounts payable	(1,203.27)	1,203.27	0.00	0.00
21504	Use tax payable	(10.50)	1,299.61	1,593.30	(304.19)
Total Payables		(244,136.67)	2,311,157.40	2,168,820.63	(101,799.90)
Object 31000 -- Fund balance					
31591	Committed - cash flow/unexpected expend	(1,982,478.15)	0.00	0.00	(1,982,478.15)
31701	Fund Balance - Unassigned	(3,127,180.72)	0.00	0.00	(3,127,180.72)
31998	Budgetary reserve for encumbrances	0.00	816,619.47	1,295,604.02	(478,984.55)
31999	Budgetary fund balance	0.00	476,639.47	439,636.00	37,003.47
Total Fund balance		(5,109,658.87)	1,293,258.94	1,735,240.02	(5,551,639.95)
Object 33000 -- Control accounts					
33110	Revenue control	0.00	7,200,362.63	14,505,360.60	(7,304,997.97)
33210	Expenditure/expense control	0.00	7,585,430.35	147,587.24	7,437,843.11
33310	Estimated revenue control	0.00	1,000.00	49,013.00	(48,013.00)
33410	Appropriations control	0.00	438,636.00	427,626.47	11,009.53
33510	Encumbrances control	0.00	1,295,604.02	816,619.47	478,984.55
Total Control accounts		0.00	16,521,033.00	15,946,206.78	574,826.22

General Ledger Balances

Criteria: Summarize By = Report,Fund, Object, Account; As Of = 12/31/2019; Period = 0,1,1,12; Fund = 93*, 95*, 96*

Acct	Title	Beginning Balance	Year-To-Date Debits	Year-To-Date Credits	Ending Balance
Fund 951 -- Library Joint Powers Authority					
Object 39000 -- Other equity/net asset accounts					
39110	General journal clearing	0.00	14,431,755.01	14,431,755.01	0.00
Total Other equity/net asset accounts		0.00	14,431,755.01	14,431,755.01	0.00
Total Library Joint Powers Authority		(381,705.87)	49,243,270.66	49,243,270.66	(381,705.87)
Fund 956 -- Library JPA - Technology					
Object 11000 -- Cash and investments					
11101	Pooled cash	5,188.05	0.00	0.00	5,188.05
11901	Allow for FV of invest w/City-cur unstr	10.89	0.00	0.00	10.89
Total Cash and investments		5,198.94	0.00	0.00	5,198.94
Object 12000 -- Receivables - current					
12101	Pooled cash interest receivable	26.95	0.00	0.00	26.95
Total Receivables - current		26.95	0.00	0.00	26.95
Object 31000 -- Fund balance					
31701	Fund Balance - Unassigned	(5,093.34)	0.00	0.00	(5,093.34)
Total Fund balance		(5,093.34)	0.00	0.00	(5,093.34)
Total Library JPA - Technology		132.55	0.00	0.00	132.55
Fund 958 -- Library JPA - General Capital Assets					
Object 17000 -- Capital assets					
17210	Infrastructure	579,683.02	0.00	0.00	579,683.02
17211	Accumulated depreciation - infrastru	(347,844.35)	0.00	0.00	(347,844.35)
17320	Lease improvements - buildings	2,018,031.67	0.00	0.00	2,018,031.67
17321	Accumulated deprec - lease imp-buildings	(1,853,356.70)	0.00	0.00	(1,853,356.70)
17510	Machinery and equipment	2,388,372.72	0.00	0.00	2,388,372.72
17511	Accumulated depreciation - M&E	(1,842,793.38)	0.00	0.00	(1,842,793.38)
17710	Software	3,983.14	0.00	0.00	3,983.14
17711	Accumulated amortization-software	(3,983.14)	0.00	0.00	(3,983.14)
17910	Construction in progress	71,353.85	0.00	0.00	71,353.85
Total Capital assets		1,013,446.83	0.00	0.00	1,013,446.83
Object 31000 -- Fund balance					
31701	Fund Balance - Unassigned	12,109.00	0.00	0.00	12,109.00
Total Fund balance		12,109.00	0.00	0.00	12,109.00

General Ledger Balances

Criteria: Summarize By = Report,Fund,Objct,Account; As Of = 12/31/2019; Period = 0,1,12; Fund = 93*, 95*, 96*

Acct	Title	Beginning Balance	Year-To-Date Debits	Year-To-Date Credits	Ending Balance
Fund 958 -- Library JPA - General Capital Assets					
Object 32000 -- Net assets					
32103	Invest in cap assets pr to 4/1/02-Librar	(1,291,588.96)	0.00	0.00	(1,291,588.96)
32106	Investment in capital assets - Library	263,005.88	0.00	0.00	263,005.88
Total Net assets		(1,028,583.08)	0.00	0.00	(1,028,583.08)
Total Library JPA - General Capital Assets		(3,027.25)	0.00	0.00	(3,027.25)
Fund 960 -- Felton Branch Reserve					
Object 11000 -- Cash and investments					
11101	Pooled cash	1,233.60	0.00	0.00	1,233.60
11901	Allow for FV of invest w/City-cur unrstr	2.59	0.00	0.00	2.59
Total Cash and investments		1,236.19	0.00	0.00	1,236.19
Object 12000 -- Receivables - current					
12101	Pooled cash interest receivable	6.41	0.00	0.00	6.41
Total Receivables - current		6.41	0.00	0.00	6.41
Object 31000 -- Fund balance					
31701	Fund Balance - Unassigned	(1,211.07)	0.00	0.00	(1,211.07)
Total Fund balance		(1,211.07)	0.00	0.00	(1,211.07)
Total Felton Branch Reserve		31.53	0.00	0.00	31.53
Fund 961 -- Library JPA - Vehicle Replacement					
Object 11000 -- Cash and investments					
11101	Pooled cash	452,322.52	0.00	0.00	452,322.52
11901	Allow for FV of invest w/City-cur unrstr	949.76	0.00	0.00	949.76
Total Cash and investments		453,272.28	0.00	0.00	453,272.28
Object 12000 -- Receivables - current					
12101	Pooled cash interest receivable	2,349.89	0.00	0.00	2,349.89
Total Receivables - current		2,349.89	0.00	0.00	2,349.89
Object 31000 -- Fund balance					
31701	Fund Balance - Unassigned	(444,064.06)	0.00	0.00	(444,064.06)
Total Fund balance		(444,064.06)	0.00	0.00	(444,064.06)
Total Library JPA - Vehicle Replacement		11,558.11	0.00	0.00	11,558.11

General Ledger Balances

Criteria: Summarize By = Report, Fund, Object, Account; As Of = 12/31/2019; Period = 0, 1, .. 12; Fund = 93*, 95*, 96*

Acct	Title	Beginning Balance	Year-To-Date Debits	Year-To-Date Credits	Ending Balance
Fund 962 -- Library JPA Trusts					
Object 11000 -- Cash and investments					
11101	Pooled cash	17,793.15	0.00	0.00	17,793.15
11901	Allow for FV of invest w/City-cur unrstr	37.36	0.00	0.00	37.36
Total Cash and investments		<u>17,830.51</u>	0.00	0.00	<u>17,830.51</u>
Object 12000 -- Receivables - current					
12101	Pooled cash interest receivable	92.44	0.00	0.00	92.44
Total Receivables - current		<u>92.44</u>	0.00	0.00	<u>92.44</u>
Object 31000 -- Fund balance					
31701	Fund Balance - Unassigned	(17,492.46)	0.00	0.00	(17,492.46)
Total Fund balance		<u>(17,492.46)</u>	0.00	0.00	<u>(17,492.46)</u>
Total Library JPA Trusts		<u>430.49</u>	0.00	0.00	<u>430.49</u>
Total		<u>(373,295.49)</u>	<u>49,243,270.66</u>	<u>49,243,270.66</u>	<u>(373,295.49)</u>

Financial Status Balances

Criteria: Summarize By = Report.Fund, Object, Account; As Of = 12/31/2019; Period = 0,1,12; Fund = 951

Acct	Title	Year-To-Date Ado Budget	Year-To-Date Adj Budget	Year-To-Date Adjustments	Year-To-Date Actual	Year-To-Date Encumbrances	Bdgt. to Act. Variance	Pct Spent
Fund 951 -- Library Joint Powers Authority								
Expenditures								
Object 51000 -- PERSONNEL SERVICES								
51110	Regular full time	5,771,198.00	5,771,198.00	0.00	2,689,063.41	0.00	3,082,134.59	46.6%
51111	Regular part time	935,597.00	935,597.00	0.00	402,287.06	0.00	533,309.94	43.0%
51114	Overtime	0.00	0.00	0.00	193.12	0.00	(193.12)	0.0%
51115	Termination pay	0.00	0.00	0.00	38,715.01	0.00	(38,715.01)	0.0%
51122	Temporary	826,000.00	826,000.00	0.00	389,015.77	0.00	436,984.23	47.1%
51130	Other pay	947.00	947.00	0.00	1,519.34	0.00	(572.34)	160.4%
51132	Special vacation pay	15,399.00	15,399.00	0.00	18,249.62	0.00	(2,850.62)	118.5%
51133	Special sick leave pay	3,592.00	3,592.00	0.00	1,597.50	0.00	3,592.00	0.0%
51150	Vehicle-phone-data allowance	3,384.00	3,384.00	0.00	189,833.62	0.00	1,786.50	47.2%
51201	Retirement contribution	441,806.00	441,806.00	0.00	18,482.97	0.00	251,972.38	43.0%
51202	F.I.C.A.	0.00	0.00	0.00	466,244.63	0.00	(18,482.97)	0.0%
51203	PERS unfunded liability	1,036,465.00	1,036,465.00	0.00	0.00	0.00	570,220.37	45.0%
51206	PERS unfunded payment	336,636.00	336,636.00	(336,636.00)	0.00	0.00	0.00	0.0%
51210	Group health insurance	1,401,982.00	1,401,982.00	0.00	608,323.20	0.00	793,658.80	43.4%
51212	Group dental insurance	96,279.00	96,279.00	0.00	44,399.12	0.00	51,879.88	46.1%
51213	Vision insurance	16,403.00	16,403.00	0.00	7,373.38	0.00	9,029.62	45.0%
51214	Medicare insurance	90,888.00	90,888.00	0.00	49,158.02	0.00	41,729.98	54.1%
51215	Employee assistance program	4,237.00	4,237.00	0.00	1,800.05	0.00	2,436.95	42.5%
51220	Group life insurance	1,889.00	1,889.00	0.00	831.66	0.00	1,057.34	44.0%
51221	Disability insurance	75,924.00	75,924.00	0.00	18,702.45	0.00	57,221.55	24.6%
51222	SDI	0.00	0.00	0.00	1,050.31	0.00	(1,050.31)	0.0%
51230	Unemployment insurance	50,186.00	50,186.00	0.00	27,134.12	0.00	23,051.88	54.1%
51240	Workers' compensation	256,390.00	256,390.00	0.00	133,746.56	0.00	122,643.44	52.2%
51250	Temp employee benefits - budget only	115,640.00	115,640.00	0.00	0.00	0.00	115,640.00	0.0%
Total PERSONNEL SERVICES		11,480,842.00	11,144,206.00	(336,636.00)	5,107,720.92	0.00	6,036,485.08	45.8%
Object 52000 -- SERVICES								
52131	Claims management services - outside	17,000.00	17,000.00	0.00	2,477.58	6,722.42	7,800.00	54.1%
52135	Financial services - outside	462,438.00	462,438.00	24,000.00	233,827.00	6,461.24	246,149.76	49.4%
52150	Merchant bank fees	2,500.00	2,500.00	0.00	570.93	0.00	1,929.07	22.8%
52155	Courier services	2,000.00	2,118.72	118.72	960.70	1,658.02	(500.00)	123.6%
52199	Other professional & technical services	113,000.00	113,229.32	229.32	19,186.86	84,775.09	9,267.37	91.8%
52201	Water, sewer and refuse	74,910.00	74,910.00	0.00	32,837.48	10,345.52	31,727.00	57.8%
52202	Hazardous materials disposal	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0%
52211	Janitorial services	325,026.00	325,026.00	0.00	104,638.93	187,192.37	33,194.70	89.8%
Total PERSONNEL SERVICES		11,480,842.00	11,144,206.00	(336,636.00)	5,107,720.92	0.00	6,036,485.08	45.8%
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Financial Status Balances

Criteria: Summarize By = Report,Fund,Objct,Account; As Of = 12/31/2019; Period = 0,1,12; Fund = 951

Acct	Title	Year-To-Date Ado Budget	Year-To-Date Adj Budget	Year-To-Date Adjustments	Year-To-Date Actual	Year-To-Date Encumbrances	Bdgt. to Act. Variance	Pct. Spent
Expenditures								
Object 52000 -- SERVICES								
52223	Equip annual inventory charge - internal	4,690.00	4,690.00	0.00	0.00	0.00	4,690.00	0.0%
52226	Vehicle work order charges - internal	22,000.00	22,000.00	0.00	4,387.07	0.00	17,612.93	19.9%
52227	Vehicle fuel island charges - internal	16,485.00	16,485.00	0.00	7,329.26	0.00	9,155.74	44.5%
52240	Office equipment operation/maint	3,600.00	3,600.00	0.00	1,122.72	0.00	2,477.28	31.2%
52241	Vehicle maintenance costs - outside	6,500.00	6,500.00	0.00	16.20	0.00	6,483.80	0.2%
52244	Other equipment operation/maintenance	8,050.00	8,050.00	0.00	3,984.56	0.00	4,065.44	49.5%
52246	Building and facility o & m - outside	343,303.00	293,303.00	(50,000.00)	120,830.96	97,781.53	74,690.51	74.5%
52247	Landscaping maintenance services	45,450.00	45,450.00	0.00	9,196.74	9,396.00	26,857.26	40.9%
52248	Software maintenance services	422,181.00	389,181.00	(33,000.00)	69,002.16	3,934.83	316,244.21	18.7%
52249	Hardware maintenance services	32,000.00	32,000.00	0.00	6,000.00	0.00	26,000.00	18.8%
52261	Equipment, building and land rentals	237,163.00	251,251.00	14,088.00	129,414.48	12,444.00	109,392.52	56.5%
52269	Equipment lease-outside	0.00	12,000.00	12,000.00	0.00	11,935.68	64.32	99.5%
52302	Travel and meetings	15,825.00	11,925.00	(4,000.00)	873.63	0.00	11,051.37	7.3%
52304	Training	79,300.00	79,300.00	0.00	25,326.76	0.00	53,973.24	31.9%
52403	Telecommunications service - outside	176,385.00	176,385.00	0.00	(31,431.20)	35,375.51	172,440.69	2.2%
52932	Liability insurance/surety bonds-interna	37,442.00	37,442.00	0.00	18,720.00	0.00	18,722.00	50.0%
52933	Liability insurance/surety bonds-outside	48,000.00	68,000.00	20,000.00	49,406.00	0.00	18,594.00	72.7%
52960	Advertising	19,130.00	19,130.00	0.00	4,250.98	0.00	14,879.02	22.2%
52961	Dues and memberships	35,162.00	35,162.00	0.00	28,565.00	0.00	6,597.00	81.2%
52972	Printing and binding-outside	24,600.00	24,600.00	0.00	3,502.99	0.00	21,097.01	14.2%
Total SERVICES		2,575,240.00	2,558,676.04	(16,563.96)	844,997.79	468,022.01	1,245,656.24	51.3%
Object 53000 -- SUPPLIES								
53101	Postage charges	7,000.00	7,000.00	0.00	3,008.23	0.00	3,991.77	43.0%
53102	Office supplies	23,550.00	23,550.00	0.00	7,408.48	0.00	16,141.52	31.5%
53106	Books and periodicals	1,324,459.00	1,616,602.82	292,143.82	820,614.79	4,398.00	791,590.03	51.0%
53107	Books and periodicals-grants & donations	2,650.00	2,696.61	46.61	293,713.31	1,498.29	(292,514.99)	10,947.5%
53108	Safety clothing and equipment	12,560.00	12,560.00	0.00	2,500.70	0.00	10,059.30	19.9%
53109	Copier supplies	6,075.00	6,075.00	0.00	0.00	0.00	6,075.00	0.0%
53112	Library functional supplies	141,500.00	141,500.00	0.00	64,927.22	0.00	76,572.78	45.9%
53113	Janitorial supplies	25,250.00	25,250.00	0.00	10,473.62	0.00	14,776.38	41.5%
53311	Electricity	190,275.00	190,275.00	0.00	128,386.36	0.00	61,888.64	67.5%
53312	Natural gas	29,450.00	29,450.00	0.00	9,026.54	0.00	20,423.46	30.7%
Total SUPPLIES		1,762,769.00	2,054,959.43	292,190.43	1,340,059.25	5,896.29	709,003.89	65.5%

Financial Status Balances

Criteria: Summarize By = Report.Fund.Object.Account; As Of = 12/31/2019; Period = 0,1,12; Fund = 951

Acct	Title	Year-To-Date Ado Budget	Year-To-Date Adj Budget	Year-To-Date Adjustments	Year-To-Date Actual	Year-To-Date Encumbrances	Bdgt. to Act. Variance	Pct Spent
Fund 951 -- Library Joint Powers Authority								
Expenditures								
Object 54000 -- OTHER MATERIALS AND SERVICES								
54990	Miscellaneous supplies and services	186,523.00	186,523.00	0.00	46,969.51	5,066.25	134,487.24	27.9%
	Total OTHER MATERIALS AND SERVICES	186,523.00	186,523.00	0.00	46,969.51	5,066.25	134,487.24	27.9%
Object 56000 -- OTHER CHARGES								
56995	Refunded fees and fines	2,000.00	2,000.00	0.00	393.27	0.00	1,606.73	19.7%
	Total OTHER CHARGES	2,000.00	2,000.00	0.00	393.27	0.00	1,606.73	19.7%
Object 57000 -- CAPITAL OUTLAY								
57401	Office furniture/equipment	18,000.00	18,000.00	0.00	14,094.12	0.00	3,905.88	78.3%
57409	Computer equipment	150,000.00	150,000.00	0.00	63,940.50	0.00	86,059.50	42.6%
57990	Other capital outlay	50,000.00	100,000.00	50,000.00	19,667.75	0.00	80,332.25	19.7%
	Total CAPITAL OUTLAY	218,000.00	268,000.00	50,000.00	97,702.37	0.00	170,297.63	36.5%
	Total Expenditures	16,225,374.00	16,214,364.47	(11,009.53)	7,437,843.11	478,984.55	8,297,536.81	48.8%
Revenues								
Object 41000 -- TAXES								
41211	Sales and use tax	8,311,763.00	8,262,750.00	(49,013.00)	4,322,145.02	0.00	3,940,604.98	52.3%
	Total TAXES	8,311,763.00	8,262,750.00	(49,013.00)	4,322,145.02	0.00	3,940,604.98	52.3%
Object 43000 -- GRANTS								
43190	Federal grants - other	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.0%
43311	Maintenance of effort contributions	5,725,273.00	5,725,273.00	0.00	2,859,689.20	0.00	2,865,583.80	49.9%
	Total GRANTS	5,725,273.00	5,725,273.00	1,000.00	2,859,689.20	0.00	2,866,583.80	49.9%
Object 44000 -- CHARGES FOR SERVICES								
44630	Room rentals-library JPA	4,640.00	4,640.00	0.00	2,320.00	0.00	2,320.00	50.0%
	Total CHARGES FOR SERVICES	4,640.00	4,640.00	0.00	2,320.00	0.00	2,320.00	50.0%
Object 45000 -- FINES AND FORFEITS								
45131	Library fines	140,500.00	140,500.00	0.00	0.00	0.00	140,500.00	0.0%
	Total FINES AND FORFEITS	140,500.00	140,500.00	0.00	0.00	0.00	140,500.00	0.0%
Object 46000 -- MISCELLANEOUS REVENUES								
46110	Pooled cash and investment interest	91,910.00	91,910.00	0.00	0.00	0.00	91,910.00	0.0%
46190	Interest earnings - other	17,433.00	17,433.00	0.00	13,982.96	0.00	3,450.04	80.2%
46303	Donations - library	13,100.00	13,100.00	0.00	0.00	0.00	13,100.00	0.0%
46309	Donations - library - Friends of the Lib	19,423.00	19,423.00	0.00	48,295.00	0.00	(28,872.00)	248.6%
46910	Miscellaneous operating revenue	8,500.00	8,500.00	0.00	58,711.79	0.00	(50,211.79)	690.7%
	Total MISCELLANEOUS REVENUES	149,366.00	149,366.00	0.00	120,989.75	0.00	28,376.25	80.9%
	Total Revenues	14,500,943.00	14,497,374.47	(3,568.53)	7,308,777.28	478,984.55	8,188,592.73	56.4%

Financial Status Balances

Criteria: Summarize By = Report,Fund,Objct,Account; As Of = 12/31/2019; Period = 0,1,12; Fund = 951

Acct Title	Year-To-Date Ado Budget	Year-To-Date Adj Budget	Year-To-Date Adjustments	Year-To-Date Actual	Year-To-Date Encumbrances	Bdgt. to Act. Variance	Pct. Spent
Fund 951 -- Library Joint Powers Authority							
Revenues							
Object 46000 -- MISCELLANEOUS REVENUES							
46990 Miscellaneous non-operating revenue	0.00	0.00	0.00	(146.00)	0.00	146.00	0.0%
Total MISCELLANEOUS REVENUES	150,366.00	150,366.00	0.00	120,843.75	0.00	29,522.25	80.4%
Object 49000 -- OTHER FINANCING SOURCES							
49122 From Library Private Trust Fund	22,190.00	22,190.00	0.00	0.00	0.00	22,190.00	0.0%
Total OTHER FINANCING SOURCES	22,190.00	22,190.00	0.00	0.00	0.00	22,190.00	0.0%
Total Library Joint Powers Authority	14,354,732.00	14,306,719.00	(48,013.00)	7,304,997.97	0.00	7,001,721.03	51.1%
Total	(1,870,642.00)	(1,907,645.47)	(37,003.47)	(132,845.14)	(478,984.55)	(1,295,815.78)	32.1%
	(1,870,642.00)	(1,907,645.47)	(37,003.47)	(132,845.14)	(478,984.55)	(1,295,815.78)	32.1%

Chair Jamie Goldstein
Vice Chair Martin Bernal
Board Member Tina Friend
Board Member Carlos Palacios



STAFF REPORT

DATE: March 5, 2020
TO: Library Joint Powers Authority Board
FROM: Susan Nemitz, Library Director
RE: 2nd Qtr. SCPL Incident Report

STAFF RECOMMENDATION

Accept and File Incident Report for 2nd Qtr. 2019-2020

DISCUSSION

The 2nd quarter incident report articulates the number of incidents that have occurred system-wide, the categories or infractions in which the incidents occurred, and the number of suspensions issued.

Since moving to the new tracking software and reformatting the report we do not have comparable numbers from last year during this same time period. We look forward to having these comparable statistics once we have a year of data entered into the new software system.

Attachment:
Incident Report for 2nd Qtr. FY 2019-2020

Prepared by: Kira Henifin,
Principal Management Analyst

Reviewed and Forwarded by: Susan Nemitz Library Director

SCPL Incident Report by Branch - FY 19/20

	QTR 1			QTR 2			QTR 3			QTR 4			YTD Totals		
	FY 18/19	FY 19/20	% Change	FY 18/19	FY 19/20	% Change	FY 18/19	FY 19/20	% Change	FY 18/19	FY 19/20	% Change	FY 18/19	FY 19/20	% Change
Aptos	7	21	200%	27	18	-33%							34	39	
Boulder Creek	8	3	-63%	7	13	86%							15	16	
Branciforte	14	15	7%	19	18	-5%							33	33	
Capitola	Closed	Closed											0	0	
Downtown	142	68	-52%	204	74	-64%							346	142	
Felton	0	0											0	0	
Garfield Park	3	7	133%	7	2	-71%							10	9	
La Selva Beach	0	Closed											0	0	
Live Oak	26	21	-19%	16	13	-19%							42	34	
Scotts Valley	2	2	0%	1	2	100%							3	4	
TOTAL	202	137	-32%	281	140	-50%	0	0	0	0	0	0	483	277	

* Though consistent with previous quarter, the decrease is attributed to the change in how we track these after hours trespasses. They are currently being tracked by incident and not as individuals. For example, if 4 people are ejected at the same time this is counted as 1 incident not 4 incidents.

Code of Conduct: 1. Interferes with a Comfortable & Welcoming Environment

	QTR 1			QTR 2			QTR 3			QTR 4			YTD Totals		
	FY 18/19	FY 19/20	% Change	FY 18/19	FY 19/20	% Change	FY 18/19	FY 19/20	% Change	FY 18/19	FY 19/20	% Change	FY 18/19	FY 19/20	% Change
Aptos	N/A	2		N/A	3		N/A			N/A			N/A	5	
Boulder Creek	N/A	1		N/A	3		N/A			N/A			N/A	4	
Branciforte	N/A	6		N/A	1		N/A			N/A			N/A	7	
Capitola	Closed	Closed													
Downtown	N/A	15		N/A	15		N/A			N/A			N/A	0	
Felton	N/A	0		N/A			N/A			N/A			N/A	30	
Garfield Park	N/A	1		N/A	0		N/A			N/A			N/A	0	
La Selva Beach	N/A	Closed					N/A			N/A			N/A	1	
Live Oak	N/A	4		N/A	1		N/A			N/A			N/A	0	
Scotts Valley	N/A	0		N/A	0		N/A			N/A			N/A	5	
TOTAL	NA	29		0	23		0	0	0	0	0	0	NA	52	

Code of Conduct: 2. Interferes with Making Information Resources & Materials Accessible for All														
QTR 1			QTR 2			QTR 3			QTR 4			YTD Totals		
FY 18/19	FY 19/20	% Change	FY 18/19	FY 19/20	% Change	FY 18/19	FY 19/20	% Change	FY 18/19	FY 19/20	% Change	FY 18/19	FY 19/20	% Change
Aptos	N/A	0	N/A	2		N/A			N/A			N/A	2	
Boulder Creek	N/A	2	N/A	4		N/A			N/A			N/A	6	
Branchforte	N/A	4	N/A	3		N/A			N/A			N/A	7	
Capitola	Closed		N/A			N/A			N/A			N/A	0	
Downtown	N/A	11	N/A	25		N/A			N/A			N/A	36	
Felton	N/A	0	N/A			N/A			N/A			N/A	0	
Garfield Park	N/A	2	N/A	1		N/A			N/A			N/A	3	
La Selva Beach	N/A	Closed	N/A			N/A			N/A			N/A	0	
Live Oak	N/A	2	N/A	7		N/A			N/A			N/A	9	
Scotts Valley	N/A	2	N/A	0		N/A			N/A			N/A	2	
TOTAL	NA	23	0	42		0	0		0	0		N/A	65	
Code of Conduct: 3. Conduct that Does Not Ensure a Safe & Secure Environment														
QTR 1			QTR 2			QTR 3			QTR 4			YTD Totals		
FY 18/19	FY 19/20	% Change	FY 18/19	FY 19/20	% Change	FY 18/19	FY 19/20	% Change	FY 18/19	FY 19/20	% Change	FY 18/19	FY 19/20	% Change
Aptos	N/A	20	N/A	16		N/A			N/A			N/A	36	
Boulder Creek	N/A	2	N/A	7		N/A			N/A			N/A	9	
Branchforte	N/A	15	N/A	14		N/A			N/A			N/A	29	
Capitola	Closed		N/A			N/A			N/A			N/A	0	
Downtown	N/A	64	N/A	62		N/A			N/A			N/A	126	
Felton	N/A	0	N/A			N/A			N/A			N/A	0	
Garfield Park	N/A	5	N/A	2		N/A			N/A			N/A	7	
La Selva Beach	N/A	Closed	N/A			N/A			N/A			N/A	0	
Live Oak	N/A	19	N/A	11		N/A			N/A			N/A	30	
Scotts Valley	N/A	1	N/A	1		N/A			N/A			N/A	2	
TOTAL	NA	126	0	113		0	0		0	0		N/A	239	

Code of Conduct: 4. Conduct that Does Not Maintain a Healthy and Clean Environment															
	QTR 1			QTR 2			QTR 3			QTR 4			YTD Totals		
	FY 18/19	FY 19/20	% Change	FY 18/19	FY 19/20	% Change	FY 18/19	FY 19/20	% Change	FY 18/19	FY 19/20	% Change	FY 18/19	FY 19/20	% Change
Aptos	N/A	1		N/A	4		N/A			N/A			N/A	5	
Boulder Creek	N/A	0		N/A	5		N/A			N/A			N/A	5	
Branciforte	N/A	2		N/A	0		N/A			N/A			N/A	2	
Capitola	Closed	Closed		N/A	12		N/A			N/A			N/A	0	
Downtown	N/A	3		N/A			N/A			N/A			N/A	15	
Felton	N/A	0		N/A	0		N/A			N/A			N/A	0	
Garfield Park	N/A	4		N/A			N/A			N/A			N/A	4	
La Selva Beach	N/A	Closed		N/A			N/A			N/A			N/A	0	
Live Oak	N/A	2		N/A	1		N/A			N/A			N/A	3	
Scotts Valley	N/A	0		N/A	1		N/A			N/A			N/A	1	
TOTAL	NA	12		0	23		0	0		0	0		N/A	35	

Suspensions by Branch

	QTR 1			QTR 2			QTR 3			QTR 4			YTD Totals		
	FY 18/19	FY 19/20	% Change	FY 18/19	FY 19/20	% Change	FY 18/19	FY 19/20	% Change	FY 18/19	FY 19/20	% Change	FY 18/19	FY 19/20	% Change
Aptos	2	2	0%	1	2	100%							3	4	
Boulder Creek	6	0	-100%	1	1	0%							7	1	
Branciforte	3	5	67%	3	0	-100%							6	5	
Capitola	Closed	Closed											N/A	0	
Downtown	34	17	-50%	30	27	-10%							64	44	
Felton		0											N/A	0	
Garfield Park	1	1	0%	2	0	-100%							N/A	0	
La Selva Beach	1	Closed											3	1	
Live Oak	1	1	0%	2	1	-50%							N/A	0	
Scotts Valley	0	0	0%	1	0	-100%							3	2	
TOTAL	47	26	-45%	40	31	-23%	0	0		0	0		87	57	

Chair Jamie Goldstein
Vice Chair Martin Bernal
Board Member Tina Friend
Board Member Carlos Palacios



STAFF REPORT

DATE: March 5, 2020
TO: Library Joint Powers Authority Board
FROM: Susan Nemitz, Library Director
RE: 2nd Quarter Workplan

STAFF RECOMMENDATION

Accept and File Workplan for 2nd Qtr. 2019-2020

DISCUSSION

Attached, please find the second quarter workplan. The second quarter plan runs from October through the end of December and the report attempts to capture the Library's work and programs/services that provided or supported a high impact in the community across five areas: 1. Learning 2. Digital Inclusion 3. Transformative Spaces 4. User Experience 5. Organizational Capacity.

The report continues with the new formatting that had been introduced last quarter, but it also provides a new series of charts at the end that help illustrate demographics and programming categories at the different branches.

Attachment: 2nd Qtr. Workplan

Report Prepared by: Eric Howard,
Assistant Director

Reviewed and Forwarded by: Susan Nemitz, Library Director



WORKPLAN: QUARTER 2

<p>1. LEARNING</p>	<p>Adult Programming: <i>Creative Aging and Life Skills</i></p> <p>Youth Programming: <i>Kindergarten Readiness</i> <i>Student Success</i> <i>Safe Afterschool</i> <i>School Partnerships</i></p> <p>Outreach: <i>Bookmobile</i> <i>Jails</i> <i>Kermit</i> <i>Events</i></p>										
<p>2. DIGITAL INCLUSION</p>	<p>Tools Resources Innovation</p>										
<p>3. TRANSFORMATIVE SPACES</p>	<table border="0"> <tr> <td>Aptos</td> <td>Felton</td> </tr> <tr> <td>Boulder Creek</td> <td>Garfield Park</td> </tr> <tr> <td>Branciforte</td> <td>La Selva Beach</td> </tr> <tr> <td>Capitola</td> <td>Live Oak</td> </tr> <tr> <td>Downtown</td> <td>Scotts Valley</td> </tr> </table>	Aptos	Felton	Boulder Creek	Garfield Park	Branciforte	La Selva Beach	Capitola	Live Oak	Downtown	Scotts Valley
Aptos	Felton										
Boulder Creek	Garfield Park										
Branciforte	La Selva Beach										
Capitola	Live Oak										
Downtown	Scotts Valley										
<p>4. USER EXPERIENCE</p>	<p>Staffing Collections Convenience Security Localization</p>										
<p>5. ORGANIZATIONAL CAPACITY</p>	<p>Administration Friends of the Library Volunteers Staff Training Succession Planning</p>										

1. Learning Accomplishments:

Quarter 2

ADULT

The Downtown Library's Life Literacies Center supported 853 adult learners this quarter.

Programs this quarter ranged from a Mystery Panel Program with Laurie King and local mystery authors to a writing workshop, titled, "Starting Your Novel with Character and Conflict" in honor National Novel Month.

Examples of other adult programs/partnerships:

- Assisted thirty four attendees in the One Justice Immigration & Citizenship Clinic at Downtown
- Hosted the series, "Conversations for Change" with Project Connect at Downtown. Seventy nine participants discussed issues in housing, healthcare in America, and how climate change affects our community
- The Library partnered with Homeless Outreach Proactive Engagement & Services (HOPES) to provide access to free mental health services at Aptos.
- The Library offered its "Glimpses of World History" series by historian Bob Strayer at La Selva Beach Community Church.

Quarter 2

YOUTH

1000 high school students at Atpos, Harbor and Soquel high schools received library cards in preparation for a training on SCPL databases.

- 400 elementary school students across the County participated in a library card design contest.
- The Library participated in the Cabrillo College Early Childhood Education Conference
- Created and delivered 9 new "Kids Create" STEAM Programs at Garfield Park with 160 total attendees
- Hosted annual Día de los Muertos con Cuéntame un Cuento celebration at Live Oak, featuring music, face-painting, crafts and a community altar.
- Increased Spanish story time at Live Oak with a new hire.

Quarter 2

OUTREACH

- Introduced library services to the Rehabilitation & Reentry facility every other Wednesday. This program serves an average of 30 patrons. A new volunteer helps to support this program.
- Completed an 8-week People & Stories session in three separate units at Roundtree medium security facility, with a total of 173 participants and five Milestone certificate awardees. (The Milestone program assists with earlier reentry.)
- The Library circulated 1725 books through the jails this quarter.

2. Digital Inclusion Accomplishments:

Quarter 2

- Launched the Sea Level Rise Explorer (Virtual Reality exhibit) at Downtown in partnership with the City of Santa Cruz Climate Action Program, with 135 attendees
- Designed and delivered 5 new Tech Talks workshops

3. Transformative Spaces Accomplishments:

Quarter 2

- Finalized process for readying Felton's opening and removed all tech from old Felton and moved its collection.
- Awarded contract for LSB Renovation.
- Made final furniture decisions for Capitola and selected floor and desk lamps for the new building.
- Named Billy Reid Reading Room at Live Oak after receiving memorial donation.
- Board of Supervisors approved allocation of additional \$1.4 million to the Aptos project, allowing the Library to construct a 10,700 building.
- Installed the Walnut Avenue Women's Center "Clothesline Project" exhibit at Downtown to educate the community about domestic and sexual violence, survival, help, and hope.

- Opened and wired the new Life Literacies Center (LLC) at Downtown, a space that provides transformative and equitable programs and services to library users via collaborative engagement with community partners, volunteers, and library staff. Forty two people attended the Grand Opening. From October-December, the LLC has hosted 109 events with 853 total attendees. In December, volunteer housing navigators found housing for 3 people, Wings volunteers helped 8 people get birth certificates, and Encompass social workers met with 5-10 people each day

4. User Experience Accomplishments:

Quarter 2

“Whoever manages the children’s collection does a great job. There’s so many great books up there!” - A Downtown patron

- Developed and unveiled a new service model for reference services across the library system
- Digitized and added 1,158 news articles to the Local History digital collection.
- Deployed the SmartPay Online Payment System. (Patrons can now pay their fines/fees online.)
- Added 23,977 items to the library collection.
- Loaned 91 items to other library systems.
- Borrowed 101 items form other library systems.
- Approved a new Interlibrary Loan Policy.
- Renewed an Interlibrary Loan reciprocal agreement with UCSC.
- Selected materials for and created the Steve Dondero Environmental Collection for the new Felton Branch.

5. Organizational Capacity:

Quarter 2

- Trained librarians to use our LibAnswers system for answering patron questions
- Provided service to 25 veterans per month at the Downtown Library Veterans Information Center via 6 volunteers working 60 hours a month

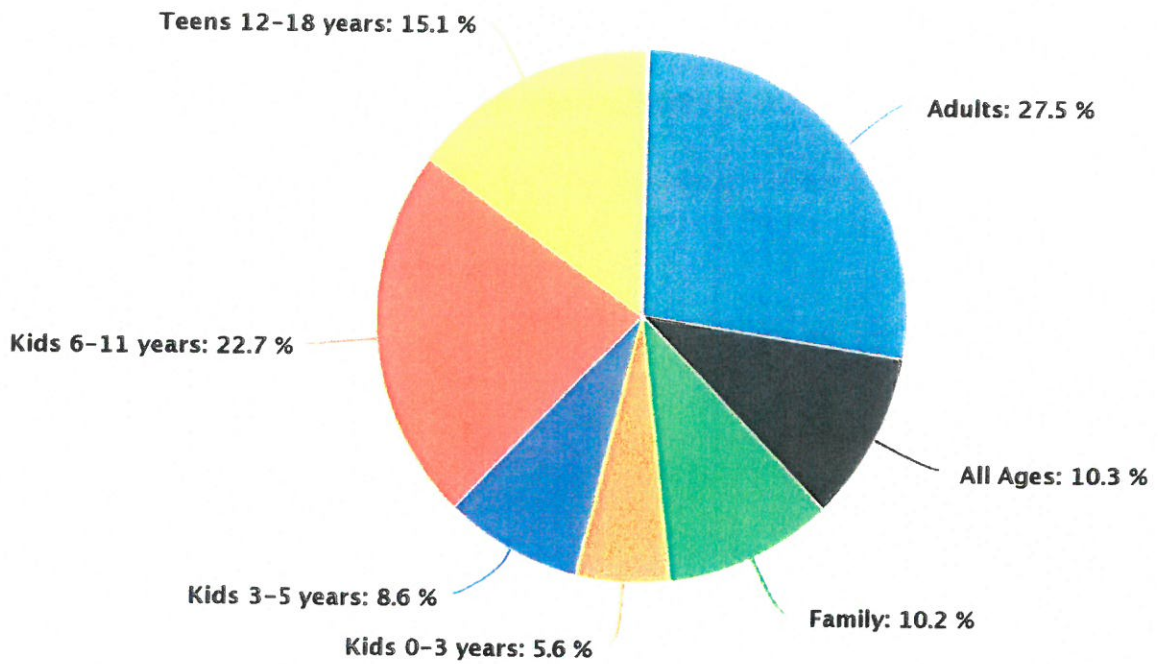
- Four staff attended the Harwood Institute Model training to develop conversation techniques for community engagement and transformation and to prepare staff for developing the next Strategic Plan.
- Trained staff with police on de-escalation techniques.
- Initiated recruitment for two new librarian positions to be assigned to the north region.

Received a \$5000 California Humanities grant to present a series of arts & humanities programs next summer related to an art exhibit preserving the legacy of 5 Central Coast artists from Mexican-American, Chicano, Peruvian, and Indigenous heritages.

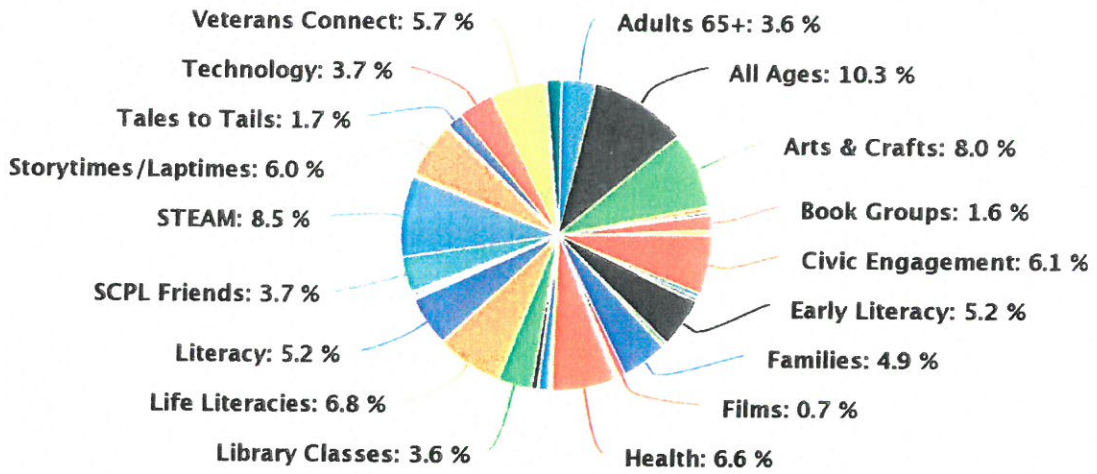
TOTAL PROGRAMS AT SCPL October-December 2019

- 833 programs & events
- 10608 total attendance

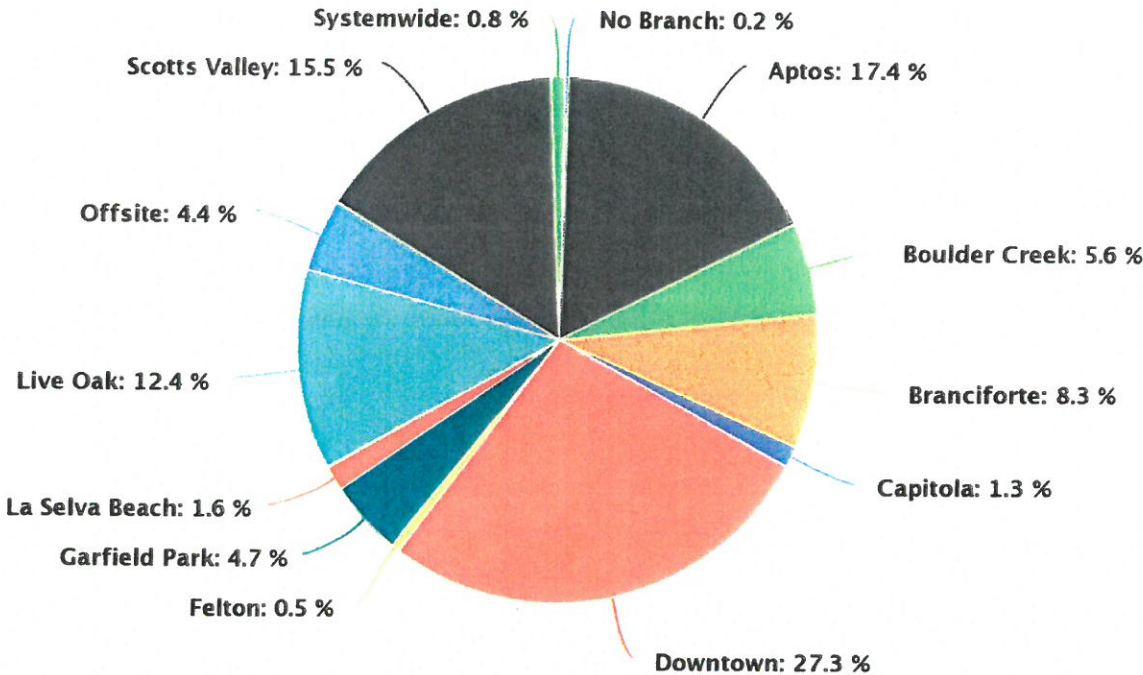
Audience Distribution



Category Distribution



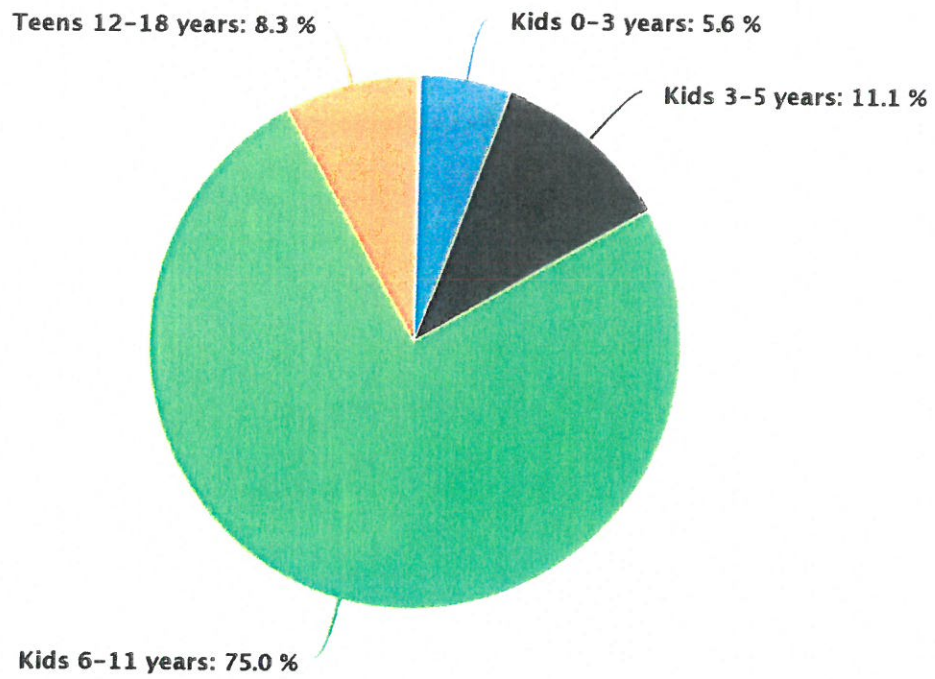
Branch Distribution



SCHOOL OUTREACH October—December 2019

- 39 visits & events
- 1178 total attendance

Audience Distribution



Chair Jamie Goldstein
Vice Chair Martin Bernal
Board Member Tina Friend
Board Member Carlos Palacios



STAFF REPORT

DATE: March 5, 2020
TO: Library Joint Powers Authority Board
FROM: Susan Nemitz, Library Director
RE: Additional Revenue for FY 2019-2020 Operating Budget

STAFF RECOMMENDATION

Approve and amend the FY 2019-2020 Operating Budget to include additional revenues totaling \$21,301.

DISCUSSION

The FY 2019-2020 budget includes \$14,305,719 million in total revenue. Since adoption of the budget, the Library has received a number of grants that were not included in the budget, specifically:

- Pacific Library Partnership partnered with the California Life Sciences Association has awarded the Library \$14,301.

These funds will be used for Overdrive ebooks and audiobooks. Titles will be selected in response to patron demand, and to shorten the waiting lists for popular titles.

- American Library Association has awarded the Library \$2,000 for a Library Census Equity mini grant.

These monies will be used to help bolster our service to hard-to-count communities and help achieve a complete count in the 2020 Census. Historically, certain groups of people have been undercounted disproportionately by the decennial census. Traditionally

undercounted populations include young children, American Indians and Alaska Natives, people experiencing homelessness, and people of color, among others. In the 2020 Census, which will have a new online response option, people who lack internet access or online skills may also be at risk of being undercounted. To address these issues, the Library Census Equity Grant supports activities such as conducting community outreach activities or expanding the library's technology capacity for people completing the census questionnaire online.

- California Humanities has awarded the Library \$5,000 for a grant to fund a program called "Stories Revealed."

The "Stories Revealed" program is a new effort intended to celebrate California's Central Coast Chicano/Latinx artist and muralists. The program will include a series of events to inform participants about aspects of California's art history that are frequently underappreciated. The series will focus on some of the differences between the north and south communities of our county, which are at times divided by more than geography.

The grant will allow the library to host a series of meetings intended to bring local artists, youth, families and community members together with local art and literacy-based organizations, and help participants express themselves through art. The program also will focus on the importance of art to the 1960's social movements, and relevance to future generations.

Report Prepared by: Kira Henifin,
Principal Management Analyst

Reviewed and Forwarded by: Susan Nemitz, Library Director

Chair Jamie Goldstein
Vice Chair Martin Bernal
Board Member Tina Friend
Board Member Carlos Palacios



STAFF REPORT

DATE: March 5, 2020
TO: Library Joint Powers Authority Board
FROM: Susan M. Nemitz, Library Director
RE: Update Conflict of Interest List of Designated Filers

STAFF RECOMMENDATION

Approve and file the updated list of filers under the Library's Conflict of Interest Code.

DISCUSSION

The LJPA routinely reviews the list of designated filers listed under the Library's Conflict of Interest Code.

All changes are indicated in red on the attached list.

Attachments:

- Conflict of Interest Code Policy #103
- Current designated filers list
- List of proposed changes

Report Prepared by: Kira Henifin,
Principal Management Analyst

Reviewed and Forwarded by: Susan Nemitz, Library Director

Conflict of Interest Code Policy

JPAB Policy # 103
Approved: 2015
Last Revised: 3/2020
Annual Review Schedule: 3/2021

<p>CONFLICT OF INTEREST CODE SANTA CRUZ LIBRARY-COUNTY LIBRARY SYSTEM January 12, 2015</p>

Table of Contents

Article I	Statutory Provisions
Article II	Provisions of Conflict of Interest Code
Section 1	Definitions
Section 2	Designated Employees
Section 3	Disclosure Categories
Section 4	Statement of Economic Interests: Place of Filing
Section 5	Statement of Economic Interest: Time of Filing
Section 6	Contents of and Period Covered by Statements of Economic Interests
Section 7	Manner of Reporting
Section 8	Disqualification
Section 9	Manner of Disqualification
Section 10	Assistance of the Board
Section 11	Violations
Appendix A	Schedule of Designated Positions and Their Disclosure Categories
Appendix B	General Provisions and List of Disclosure Categories

Originally Adopted by Resolution: 2015-001

CONFLICT OF INTEREST CODE
FOR THE
SANTA CRUZ LIBRARY-COUNTY LIBRARY SYSTEM

ARTICLE I. STATUTORY PROVISIONS

In compliance with the Political Reform Act of 1974, California Government Code Section 81000 et seq., and specifically with Section 87300 et seq., the Santa Cruz Library-County Library System hereby adopts this Conflict of Interest Code which shall be applicable to all designated employees of the Library. The requirements of this Code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code Section 87100, and are in addition to any other state or local laws pertaining to conflicts of interest.

ARTICLE II. PROVISION OF CONFLICT OF INTEREST CODE

Section 1. Definitions.

The definitions contained in the Political Reform act of 1974, Regulations of the Fair Political Practices Commission (2 Cal. Admin. Code Sections 18100 et seq.), and any amendments to the Act or regulations, are incorporated by reference into this Conflict of Interest Code.

Section 2. Designated Employees.

The persons holding positions listed in Appendix A are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on financial interests.

Section 3. Disclosure Categories.

This Code does not establish any disclosure obligation for those designated employees who are also specified in Government Code Section 87200 if they are designated in this Code in that same capacity or if the geographical jurisdiction of the Library System is the same or is wholly included within the jurisdiction in which those persons must report their financial interests pursuant to Article 2 of Chapter 7 of the Political Reform Act, Government Code Sections 87200 et seq.¹

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under Article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Govt. Code Section 81004.

Such persons are covered by this Code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in Appendix A specify which kinds of financial interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those financial interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in Appendix A. It has been determined that the financial interests set forth in a designated employee's disclosure categories are the kinds of financial interests which he or she foreseeably can affect materially through the conduct of his or her office.

Section 4. Statement of Economic Interests: Place of Filing.

All designated employees required to submit a statement of economic interest shall file such statements with the Library Board Clerk, who shall be the filing officer.²

Section 5. Statement of Economic Interests: Time of Filing.

(a) **Initial Statements.** All designated employees employed by the Library on the effective date of this Code, as originally adopted, promulgated and approved by the Library Board, shall file statements within thirty days after the effective date of this Code. Thereafter, each person already in a position when it is designated by an amendment to this Code shall file an initial statement within thirty days after the effective date of the amendment.

(b) **Assuming Office Statements.** All persons assuming designated positions after the effective date of this Code shall file statements within thirty days after assuming the designated positions.

(c) **Annual Statements.** All designated employees shall file statements no later than April 1 of each year.

(d) **Leaving Office Statements.** All persons who leave designated positions shall file statements within thirty days after leaving office.

Section 6. Contents of and Period Covered by Statements of Economic Interests.

(a) **Contents of Initial Statements.** Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the Code.

(b) **Contents of Assuming Office Statements.** Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office.

² See Govt. Code Section 81010 and 2 Cal.Admin.Code Section 18115 for the duties of filing officers and persons in agencies who make and return copies of Statements and forward the originals to the filing officer.

(c) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the Code or the date of assuming office whichever is later.

(d) Contents of Leaving Office Statements. Leaving Office Statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing of the last statement filed and the date of leaving office.

Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the Library and shall contain the following information:

(a) Investment and Real Property Disclosure. When an investment or an interest in real property³ is required to be reported⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property exceeds two thousand dollars (\$2,000), ten thousand dollars (\$10,000), exceeds one hundred thousand dollars (\$100,000), or exceeds one million dollars (\$1,000,000).

(b) Personal Income Disclosure. When personal income is required to be reported⁵ the statement shall contain:

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a joint market value of less than \$1,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ Designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal governmental agency.

1. The name and address of each source of income aggregating five hundred dollars (\$500) or more in value, or fifty (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source.
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was at least five hundred dollars (\$500), but did not exceed one thousand dollars (\$1,000), whether it was greater than one thousand dollars (\$1,000), whether it was greater than ten thousand dollars (\$10,000) or whether it was greater than one hundred thousand dollars (\$100,000).
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made, a description of the gift, the amount for value of the gift, and the date on which the gift was received.
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan.

(c) **Business Entity Income Disclosure.** When income of a business entity, including income of a sole proprietorship, is required to be reported⁵ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity.
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000).

(d) **Business Position Disclosure.** When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(e) **Acquisition or Disposal During Reporting Period.** In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

⁵ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Section 8. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect distinguishable from its effect on the public generally, on:

- (a) Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars (\$2,000) or more;
- (b) Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars (\$2,000) or more;
- (c) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by or promised to the designated employee within twelve months prior to the time when the decision is made.
- (d) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or
- (e) Any donor of or any intermediary or agent for a donor of, a gift or gifts aggregating four hundred forty dollars (\$440) or more in value provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

Section 9. Manner of disqualification.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act must be accompanied by disclosure of the disqualifying interest. In the case of a designated employee who is a board member or commissioner, determination and disclosure shall be made at the meeting during which consideration of the decision takes place and shall be made part of the official record of the board or commission; in the case of a designated employee which is the head of a department, this determination and disclosure shall be made in writing to his or her appointing authority; and in the case of other designated employees, this determination and disclosure shall be made in writing to the designated employee's supervisor.

Section 10. Assistance of the Board.

Any designated employee who is unsure of his or her duties under this Code may request assistance from the Fair Political Practices Commission pursuant to Government Code Section 83114 or from the Santa Cruz City attorney provided that nothing in this section requires the Santa Cruz City attorney to issue any formal or informal opinion.

Section 11. Violations.

This Code has the force and effect of law. Designated employees violating any provision of this Code or subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this Code or of Government Code Section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code Section 91003.

APPENDIX A

Schedule of Designated Positions and Their Disclosure Categories

DESIGNATED POSITIONS	DISCLOSURE CATEGORY
DIRECTOR	Govt. Code §87200
COMMISSIONERS	1
DIRECTOR of LIBRARIES	Govt. Code §87200
ASST. DIRECTOR of LIBRARIES	1
TREASURER-CONTROLLER	Govt. Code §87200
REGIONAL MANAGERS	3
PRINCIPAL MANAGEMENT ANALYST	3
LIBRARY INFORMATION TECHNOLOGY MANAGER	3
LIBRARIAN III-COLLECTION MANAGEMENT SERVICES	3
LIBRARIAN II – SELECTION	3
LIBRARIAN II – SELECTION	3
LIBRARIAN II – SELECTION	3
LIBRARIAN II – CATALOGING/SELECTION	3
COMMUNICATIONS MANAGER /LIBRARIAN	3
LIBRARY SPECIALISTS	3
FIELD SERVICE CREW LEADER	3
LEGAL COUNSEL	1
SPECIFIED CONSULTANTS Those consultants likely to participate in the making of a governmental decision as determined by the Library Manager in writing.	1

Updated: March 5, 2020

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APPENDIX B

General Provisions and List of Disclosure Categories

1. FULL DISCLOSURE

What to report? All investments and business positions in business entities, sources of income including gifts, loans and travel payments, and interests in real property located in the Library System.

What Form 700 schedules? All Schedules (A through E)

2. ALL INCOME, EXCLUDING INTERESTS IN REAL PROPERTY

What to report? All investments and business positions in business entities, and sources of income including gifts, loans and travel payments.

What Form 700 schedules? A, C, D, E

3. LIBRARY SYSTEM/DEPARTMENT-RELATED INCOME

What to report? All investments and business positions in business entities and sources of income including gifts, loans and travel payments if the source is of a type which provides, manufactures, or supplies goods, materials, equipment, machinery or services, including training or consulting services, of the type utilized by or subject to the review or approval by the Library System or the department in which that person is employed.

What Form 700 schedules? A, C, D, E

4. LIBRARY SYSTEM/DEPARTMENT-RELATED INCOME, REAL PROPERTY

What to report? All investments and business positions in business entities and sources of income including gifts, loans and travel payments, and all interests in real property, if the source is of a type which provides, manufactures, or supplies goods, materials, equipment, machinery or services, including training or consulting services, of the type utilized by or subject to the review or approval of the Library System or the department in which that person is employed.

What Form 700 schedules? All Schedules (A through E)



5. **REGULATORY, LAND DEVELOPMENT RELATED INCOME, REAL PROPERTY**

What to report? All investments and business positions in business entities and sources of income including gifts, loans and travel payments, and interests in real property, if the source is of the type that is subject to the regulatory permit or licensing authority by the Library System or department in which that person is employed or the source of income is from land development, construction or the acquisition or sale of real property by the Library.

What Form 700 schedules? All Schedules (A through E)

APPENDIX A

Schedule of Designated Positions and Their Disclosure Categories

DESIGNATED POSITIONS	DISCLOSURE CATEGORY
DIRECTORS	Govt. Code §87200
COMMISSIONERS	1
DIRECTOR OF LIBRARIES	Govt. Code §87200
TREASURER-CONTROLLER	Govt. Code §87200
DIVISION MANAGER SYSTEM SERVICES	1
DIVISION MANAGER PROGRAMS & PARTNERSHIPS	4
DIVISION MANAGER ONSITE SERVICES	4
DIVISION MANAGER COLLECTION MANAGEMENT SERVICES	3
MANAGEMENT ANALYST	3
LIBRARY INFORMATION TECHNOLOGY MANAGER	3
ASSISTANT ONSITE SERVICES MANAGER	3
LIBRARIAN II SELECTION	3
LIBRARIAN II SELECTION	3
LIBRARIAN II - SELECTION	3
LIBRARIAN II CATALOGING/SELECTION	3
VIRTUAL SERVICES LIBRARIAN	3
LEARNING SYSTEMS COORDINATOR	3
VOLUNTEER COORDINATOR	3
FIELD SERVICE CREW LEADER	3
LEGAL COUNSEL	1
SPECIFIED CONSULTANTS	1
Those consultants likely to participate in the making of a governmental decision as determined by the Director of Libraries or Board of Directors in writing	

APPENDIX A

Schedule of Designated Positions and Their Disclosure Categories

DESIGNATED POSITIONS	DISCLOSURE CATEGORY
BOARD of DIRECTORS	Govt. Code §87200
ADVISORY COMMISSIONERS	1
DIRECTOR of LIBRARIES	Govt. Code §87200
ASST. DIRECTOR of LIBRARIES	1
TREASURER-CONTROLLER	Govt. Code §87200
REGIONAL MANAGERS	3
PRINCIPAL MANAGEMENT ANALYST	3
LIBRARY INFORMATION TECHNOLOGY MANAGER	3
LIBRARIAN III- COLLECTION MNGT. SERVICES	3
LIBRARIAN II – SELECTION /CATALOGING (Qty. 4)	3
COMMUNICATIONS MANAGER /LIBRARIAN II	3
LIBRARY SPECIALISTS (Qty.2)	3
FIELD SERVICE CREW LEADER	3
LEGAL COUNSEL	1
SPECIFIED CONSULTANTS Those consultants likely to participate in the making of a governmental decision as determined by the Library Manager in writing.	1

Updated: March 5, 2020

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Chair Jamie Goldstein
Vice Chair Martin Bernal
Board Member Tina Friend
Board Member Carlos Palacios



STAFF REPORT

DATE: March 5, 2020
TO: Library Joint Powers Authority Board
FROM: Sarah Harbison, Collection Management Services Manager
RE: CollectionHQ Agreement

STAFF RECOMMENDATION

Approve the Extension to the Subscription with CollectionHQ for the Period January 2020 – January 2023 for an Annual Fee of \$23,689.

DISCUSSION

CollectionHQ is a decision support tool used by the Collection Management Services team to evaluate the performance of the library's collection. By extracting circulation evidence from the ILS, CHQ helps the selection staff make more informed decisions around how they select items and manage the existing collection.

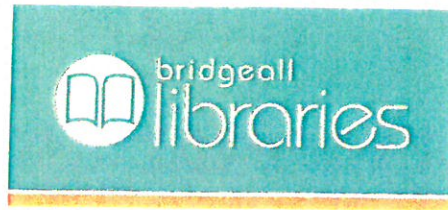
The CollectionHQ tool provides data on which collections are overstocked and understocked, based on usage. Selectors and branch staff also use the tool's reports to determine which materials may be in "grubby" condition and which have not circulated within a set amount of time.

The costs for this contract are included in the adopted FY 2019/2020 budget.

Attachment: CollectionHQ Service Agreement

Report Prepared by: Sarah Harbison,
Collection Management Services Manager

Reviewed and Forwarded by: Susan Nemitz, Library Director



Susan Nemitz
 Santa Cruz Libraries
 117 Union Street
 SANTA CRUZ, California 95060
 USA

February 18, 2020

Dear Susan,

Extension to your subscription to the collectionHQ Service

We, Bridgeall Libraries Limited, a company registered under the Companies Acts (company number SC297736) and having our registered office and place of business at 1 Ainslie Road, Hillington Park Glasgow, G52 4RU, have pleasure in offering to provide you, the addressee named above, with the under noted Service subject to the terms and conditions (as attached in this document). Please note change to 10.2 clause we no longer offer a free implementation if you change your library management system, this will be charged at 50% of your set up fee list price.

Service:	Provision, over a web interface, of a subscription based, hosted software application called collectionHQ, using data supplied to us by you in accordance with the service description, details of which are contained in the "Service Description" document which is available upon request.
Subscription Period:	1 of 3 Years commencing 27 th January 2020 to 27 th January 2023, collectionHQ

The costs associated with the provision of the above Service are as follows:

Subscription Fee:	List price USD \$ 23,689 per annum, collectionHQ
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Designated Libraries:	10
Permitted Users:	20
Minimum Hardware and Software Requirements:	<ul style="list-style-type: none"> • A supported Internet browser (see www.collectionhq.com for a list of supported browsers) • A connection from your internal network to the Internet with a minimum nominal speed of 8Mbps • Outbound FTP Access
Website:	Our website located at www.collectionhq.com (or such other domain name as we may from time to time specify) from which the Service is to be provided.
Designated Contact(s):	harbisons@santacruzpl.org

Yours faithfully,

A handwritten signature in black ink, appearing to read 'S. Chada', with a long horizontal flourish extending to the right.

Samantha Chada
Account Manager
For and on behalf of Bridgeall Libraries Limited

Acceptance on Santa Cruz Libraries behalf

Signature

Date

STANDARD TERMS AND CONDITIONS FOR THE SERVICE

BEFORE USING THE SERVICE, PLEASE READ THESE TERMS AND CONDITIONS AND THE OFFER (COLLECTIVELY, THE "AGREEMENT") CAREFULLY. BY ACCESSING OR USING THE SERVICE, YOU ARE ACCEPTING THE TERMS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICE.

This Agreement is a legal agreement between you and Bridgeall Libraries Limited, and governs your rights and obligations regarding the Service.

1. Definitions

Term	Meaning
the "Offer"	The offer letter, offering you the collectionHQ service.
the "Agreement"	The Offer together with these Terms and Conditions
references to "You" or "Your"	The person or organization which has accepted the Offer and thereby agreed to receive the Service
references to "We", "Our" or "Us"	Bridgeall Libraries Limited
the "Software"	The then current and core version of our proprietary software application collectionHQ, which both provides the Service on our website and enables you to use the Service. The core Software does not include the optional Modules.
the "Service"	Provision, over a web interface, of our subscription based, hosted Software, using data supplied to us by you in accordance with the service description as detailed in the User Guide document (available upon request)
the "Commencement Date"	The date this Agreement and the Service is deemed to have commenced.
the "Subscription Period"	The initial term of this Agreement
the "Designated Libraries"	The maximum number of libraries authorized to use the Service
the "Permitted Users"	The maximum number of concurrent

	authorized users that may use the service.
the “ Renewal ”	A twelve month extension of the period for which the Service will be provided, commencing at the end of the Subscription Period, and on every subsequent anniversary thereafter.
the “ Renewal Date ”	The date the annual Renewal commences
the “ Modules ”	Optional packages of extra-functionality software, which enhance the Software further, and which are not covered by the Subscription Fee.
The “ Designated Contacts ”	The email addresses to which all notices under this agreement will be addressed.

References to Clauses are to clauses of this Agreement. Terms defined in the Offer shall have the same meaning in these terms and conditions.

Registration/Duration

2.1 We shall provide the Service to you upon the terms of the Agreement. This Agreement (and the Service provided) shall commence on the Commencement Date and, always subject to Clauses 11 and 12, shall be renewed automatically for a period of 12 months, commencing at the end of the Subscription Period, and on each anniversary thereafter.

3. Equipment and Internet Connection

3.1 We shall provide the Service to you using the Internet. You are responsible for providing an adequate connection to the Internet with a minimum connection speed not less than that specified in the Offer.

3.2 You are responsible for obtaining and maintaining all equipment, hardware, third party software, peripherals and any and all other communications facilities and equipment which may be required from time to time to access and use the Service (and of at least the minimum hardware/software specification as set out in the Offer) and for paying all charges incurred in relation to the use of these.

4. Data Supply

4.1 You agree that in order for us to provide the Service you shall utilise a suitable and reliable data extraction mechanism, to extract, collect and convey data to be used for the Service to our computer systems. Once such data is received by our systems our Software can provide the Service to you and Permitted Users.

4.2 Consequently you hereby grant to us a non-exclusive licence to use the data supplied by your computer systems to ours for the term of this Agreement, for purposes including but not limited to the following:-

- (a) providing the Service;
- (b) providing any future enhancements to the Software or Modules;
- (c) our own internal records; and
- (d) allowing an Internet Services Provider appointed by us to access such data to the extent necessary to allow such Internet Services Provider to host the Software.

- 4.3 To provide an effective Service to you, it is important to ensure the reliability and integrity of data supplied. Accordingly, you warrant that the data supplied:
- (a) does not infringe the rights of any third parties, including without limitation copyright owned by third parties;
 - (b) complies with all applicable laws and regulations; and
 - (c) will be accurate and will be updated on at least a monthly basis.

4.4 For the avoidance of doubt, unless you comply with the terms of this clause 4 we shall have no obligation to provide the Service.

5. Availability of Service

5.1 We will use commercially reasonable efforts to achieve the Service Targets set out in Appendix 1. However, whilst we will do what we reasonably can to ensure the availability of the Service at all times, we cannot and do not offer a continuous or uninterrupted service and no warranty is given in this respect. You acknowledge that certain aspects of the Service are dependent upon third parties and upon your computers supplying us with data. Without prejudice to this generality, we may at any time at our discretion:

- (a) temporarily suspend or restrict access to the Service for the purposes of repair, modification, maintenance or improvement or the implementation of new facilities or performance of back-up or data archival; or
- (b) give instructions to you regarding the use of the Service which in our reasonable opinion are necessary in the interests of security or to maintain or improve the quality of the Service to you. You will use your best endeavours to comply with such instructions and, while they are in force, such instructions will be deemed to form part of this Agreement.

However, where reasonably possible, we shall give notice of any suspension, undertake system maintenance activity out of your normal working hours (assuming these are 9am until 5pm Monday - Friday) and will restore the Service as soon as reasonably practicable after any such suspension.

5.2 You shall:

- (a) grant us (or our employees and/or agents) access to your premises during normal business hours and we and our employees and/or agents shall adhere to your policies and procedures in relation to health and safety and security at all times;
- (b) use reasonable endeavours to provide decisions, information or assistance to us on our request in sufficient time and detail for us to provide the Service; and
- (c) prepare the equipment, hardware, third party software, infrastructure and environment in accordance with clause 3.2 and generally as required by us and to have access as provided for in (a) and (b) above

in order for us to provide the Service in accordance with the Agreement. For the avoidance of doubt if you do not comply with clause 5, we shall have no obligation to provide the Service.

6. Changes to Service

6.1 We reserve the right to enhance or otherwise change the Service or the Software from time to time in order to improve the Service or Software we offer You.

7. Use of Service
- 7.1 Subject to your payment of the Subscription Fee as set out in the Offer, we grant to you a non-exclusive, non-transferable right to access the Service for the duration of this Agreement for the sole purpose of using the Service in relation to stock performance management for the Designated Libraries.
- 7.2 You are permitted to print and download reports from the website for your own use provided that no documents, information or related graphics on the website are modified in any way and no graphics on the website are used separately from accompanying text and provided you otherwise comply with the terms of this Agreement.
- 7.3 Unless otherwise stated by us on the website, the copyright and other intellectual property rights in all material on the website and the Software are owned by us or our licensors. Any use of reports from the website other than in accordance with Clause 7.2 above is prohibited.
- 7.4 Subject to Clause 7.2, no part of the website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission. Such permission shall not be unreasonably withheld.
- 7.5 Upon acceptance of the Offer and subject to payment of the Subscription Fee, we shall provide you with the usernames and passwords authorising use of the website for the Permitted Users specified in the Offer. You may issue these to Permitted Users who are your employees, or such other types of users as are agreed by us on the basis that each username and password pair is allocated to a single user only and only such users who have been allocated with a username and password by you are entitled to use the Service. You agree that you shall not disclose information in relation to the Software or provide any access whatsoever to any third party which is not a Permitted User.
- 7.6 Additional pairs of usernames and passwords may be issued by us at our option upon your request and we shall have the right to make an additional charge for these additional pairs or vary monthly fees as a result of these additional users accordingly at our sole discretion. Any use made of the Software and Service by anyone other than Permitted Users shall be deemed unauthorized use.
- 7.7 You may not, and you shall procure undertakings from Permitted Users that they shall not:
- (a) copy the Software for any purpose whatsoever other than normal automatic copying by your computer of the Software for the sole purposes of enabling you and your Permitted Users to use the Service on the website;
 - (b) use the Service or Software or any part of them on equipment of a type, category or for additional users or libraries other than as permitted by this Agreement;
 - (c) modify, alter, loan, distribute, rent, assign, sub-license, transfer or otherwise provide (whether electronically or otherwise) access to the website, or the Software utilised by the website or any copy or part of it to anyone else or make the website or the Software utilized by it available for use by others in any time sharing, service bureau or similar arrangement or otherwise;
 - (d) except as permitted by applicable law, reverse engineer, disassemble, reverse translate or in any way decode the website or the Software or any copy or part of them in order to derive any source code or other information. You agree that the website and Software contains valuable trade secrets and confidential information owned by us including but not limited to the functionality, appearance and content of the website and Software screens, the method and pattern of user interaction with the website and Software and the content of the website. The Software source code and such valuable trade secrets

and confidential information are not licensed to you under this Agreement and must not be disclosed to any third party.

7.8 All right, title and interest including but not limited to copyrights and other intellectual property rights of any nature in the website and the Software and resulting out of the delivery of the Service are owned exclusively by us and you acquire no title or interest in the same other than the right to use the website and the Software and receive the Service in accordance with this Agreement.

8. Support and Training

8.1 We shall provide you with access to a support helpdesk in respect of the Service between the hours of 9.00 am and 5.00 pm, Monday to Friday (excluding Scottish public holidays) in accordance with our then current support procedures as amended or updated by us from time to time. The support helpdesk facility should be accessed by email to ensure all incidents are logged by our Support Ticketing System.

On-site support shall not be provided by us as part of the Service, but may be provided at our sole option where we deem it necessary and/or where we are unable to resolve queries remotely. Upon mutual agreement, we shall be entitled to provide you with on-site support whereby we will charge our standard daily rates from time to time (prorated if appropriate), and you shall pay all reasonable travel and other costs and expenses incurred by us in relation thereto.

8.2 We shall provide such initial training regarding use of the Software and Service as we deem appropriate including without limitation by way of the provision of documentation relative to the Software and the Service. If you wish additional training throughout the Subscription Period, this shall be the subject of separate agreement between you and us.

9. Escrow Agreement

In accepting the Offer, you are agreeing to subscribe to a service (the Service) based upon payment of an annual subscription fee (the Subscription Fee). As such, no Escrow arrangements are applicable in relation to this Agreement.

10. Consultancy Services

10.1 We do not need to provide you with additional chargeable Consultancy Services for you to be able to fully use the Service. However, if you would like us to provide additional services for you then these can be discussed on a case-by-case basis and quotations will be prepared as appropriate.

10.2 Re-implementation for new library management systems.

If you change your library management system during your subscription to collectionHQ, we will need to re-implement collectionHQ for you. The technical effort relating to this is almost the same effort required for the initial implementation. The charge for us to set your collectionHQ instance up with your new library management system will be 50% of your Set Up Fee list price.

11. Payment

11.1 In consideration of the provision of the Service by us, you shall pay the Subscription Fee specified in the Offer. Payment is due annually in advance for the Service to be provided in that year and we shall invoice you accordingly.

11.2 Payment shall be within 30 days of the date of invoice.

11.3 The Software may be upgraded by us from time to time, offering new functionality or features, and you must accept such changes to the Software as and when they are released by us. There shall be no increase to the Subscription Fee for such new functionality or features. However, software

Modules may be offered to you from time to time which you may choose to subscribe to at extra cost to the Subscription Fee, effective from the date you are granted access to such new Modules. However, you will have the option not to subscribe to such new Modules.

11.4 All sums in the Offer are exclusive of sales taxes and duties which will be payable if applicable in addition. We reserve the right to increase subsequent subscription fees.

11.5 Without prejudice to any other right or remedy which we may have, we shall be entitled to charge interest (both before and after judgement) on a daily basis on all sums overdue at the greater of (i) the highest rate permitted by applicable law, or (ii) a rate of 1% per month from the date such sums became due until paid in full. You will also be liable for all reasonable costs and expenses incurred by us in collecting overdue sums.

11.6 In addition to the above, and again without prejudice to our other rights hereunder and in law, should you fail to make any payment when due under this Agreement, we shall have the right by notice in writing to suspend the Service and any and all other services being performed by us without liability until the default is made good.

12. Termination

12.1 We may terminate the Service forthwith at any time by notice with immediate effect to you if you:

(a) use, or permit use of, the website, Service or the Software otherwise than in accordance with this Agreement; or

(b) fail to pay any sum rightly due hereunder within 30 days of the due date

12.2 You may terminate the Service

(a) at the end of the Subscription Period, or on the Renewal Date thereafter, by providing Bridgeall Libraries Ltd. with at least 3 months notice in writing: or

(b) if, within 3 months prior to the Renewal Date, we inform you of an increase to your Subscription Fee for the Renewal which you find unacceptable, you have the option not to renew your Subscription at the end of the current Subscription Period. However, should we, at any point during this period, agree to revert to the current Subscription Fee then you must agree to a Renewal.

12.3 No refunds will be paid for termination unless you terminate under Clause 12.2, and termination is during a payment period for which you have already paid, in which case we will refund a pro rata amount to reflect the unexpired portion of the period for which you have pre-paid.

12.4 Termination of this Agreement shall not affect the accrued rights and liabilities of the parties arising in any way out of this Agreement. Clauses which due to their nature are due to be performed or observed following termination including but not limited to Clauses 7.8, 11, 12, 13, 14, 16 and 17 shall survive termination of this Agreement and shall remain in force and effect.

12.5 On termination or expiry of this Agreement, you shall destroy any downloaded or printed extracts from the website and completely purge any copies of the Software from all of your systems subject always to you retaining your collection management audit trail, all to your satisfaction for which you seek agreement from us.

12.6 In regards to multiyear agreements, if the subscription was terminated before the end of the period set forth in this agreement, then the discount applied for previous periods would be payable.

13. Compliance with Laws

You will comply with all applicable laws and regulations in respect of your use of the Service including but not limited to data protection and privacy laws and regulations. We reserve the right to remove from our systems/records any material, content or data which we reasonably believe may lead to a third party claim against us. You will fully and effectively indemnify us in relation to any negligent breach of the terms by you of this Clause 13.

14. Data Protection and Privacy

By subscribing for the Service, you consent to our retention, use and disclosure of your details solely for the purposes of delivering the Service to you. You are responsible for advising your employees and other users and your customers about how we use information provided to us, and for procuring any necessary consents.

15. This Section is intentionally blank.

16. Availability

Whilst we will use our commercial reasonable endeavours to ensure that the Service will be available to you (subject to Clause 5), and that data will be held securely and appropriately backed up, no warranties are given in this regard and we specifically do not represent or warrant that:

- (a) the Service will be uninterrupted or error free and you acknowledge and agree that the existence of such errors and/or the occurrence of interruptions shall not constitute a breach of this Agreement; or
- (b) defects out with our control in the Service will be corrected.

We are not responsible for being blocked by ISPs, firewalls, routers and/or software, devices or equipment of a similar nature over which we have no control where this impacts on the provision of the Service.

17. Passwords and Security

You shall be responsible for ensuring that any and all usernames and passwords provided to you and/or your employees, agents or other authorised representatives for the purposes of accessing the Service are kept secure and disclosed only to your authorised representatives who have a need to know such usernames and passwords. Without prejudice to the foregoing, you shall ensure that the Service is not used by or on behalf of any person, other than you or any of your employees, agents or other authorised representatives or Permitted Users, who are not authorised to do so. You are entirely responsible for any and all activities that occur in accessing and using the Service using passwords issued to you or your Permitted Users. You shall immediately notify us of any unauthorised use of the Service using your passwords or any other breach of security but to avoid any doubt, we are not liable to you or anyone else for any loss or damage arising from your failure to comply with the above.

18. Confidentiality

18.1 In the course of the performance of its obligations and exercise of its rights under this Agreement, the Parties both agree that each may acquire information and/or proprietary materials from the other, which information is not generally known in the relevant trade or industry of either party or third parties with which either party conducts or may conduct business. As used in this Agreement, "Confidential Information" means all non-public information disclosed by one party or its agents (the "Disclosing Party") to the other party (the "Receiving Party") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, but is not limited to, (i) non-public information relating to the Disclosing Party's technology, customers, business plans, promotional and marketing materials, statistics, technical information, finances and other business affairs, (ii) third-party information that the Disclosing Party is obligated to keep confidential, and (iii) the contents and provisions contained in this Agreement.

Any information provided by us that is Confidential will be clearly labelled as "Confidential" at the time it is provided. For the avoidance of doubt, we shall not use any of your data in presentation materials (unless the data has been fully anonymised) without your prior written consent.

- 18.2 The Receiving Party shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as The Receiving Party uses to protect its own confidential information of like nature. The Receiving Party shall restrict disclosure of Confidential Information to its employees, agents and assigns with a need to know and shall advise them of the requirements of this Agreement.
 - 18.3 Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to the Receiving Party at the time of its receipt from the Disclosing Party, (iii) is received from a third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by the Receiving Party without reference to any Confidential Information.
 - 18.4 The Receiving Party may use Confidential Information only in pursuance of its business relationship with the Disclosing Party. Except as expressly provided in this Agreement, the Receiving Party will not disclose Confidential Information to anyone without the Disclosing Party's prior written consent. The Receiving Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.
 - 18.5 The Receiving Party will restrict the possession, knowledge and use of Confidential Information to its employees, agents and assigns (collectively, "Personnel") who (i) have a need to know Confidential Information in connection with the parties' business relationship, and (ii) when requested by the Disclosing Party on a case by case basis, have executed written agreements obligating them to protect the Confidential Information.
 - 18.6 The Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it, provided that the Receiving Party: (i) gives the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy, (ii) discloses only such information as is required by the governmental entity, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.
 - 18.7 All Confidential Information will remain the exclusive property of the Disclosing Party. The Disclosing Party's disclosure of Confidential Information will not constitute an express or implied grant to the Receiving Party of any rights to or under the Disclosing Party's patents, copyrights, trade secrets, or trademarks or other intellectual property rights.
 - 18.8 The Receiving Party will notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party. The Receiving Party will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of such Confidential Information and prevent its further unauthorized use.
 - 18.9 The Receiving Party will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following the Disclosing Party's written request. At the Disclosing Party's option, the Receiving Party will provide written certification of its compliance with this Section.
19. Liability
- 19.1 Neither party excludes or limits liability to the other for death or personal injury caused by its negligence.

- 19.2 Except where caused by the gross negligence, wilful misconduct or fraud of a party, neither party shall be liable to the other for: (a) loss of use, profits, business, revenue or goodwill; (b) loss of data; (c) loss of savings (whether anticipated or otherwise); and/or (d) indirect, special, punitive, incidental, exemplary, or consequential loss or damages of any kind arising out of or relating to the Services provided under this Agreement even if such party has been advised of the possibility of such damages.
- 19.3 We warrant that:
- (a) we have the right to license all rights in and to the Software to you, and that the Software supplied by us under this Agreement does not infringe the U.S. intellectual property rights of any third party; and
 - (b) at the Commencement Date, and for the duration of the Agreement, the Service will perform in substantial accordance with the User Guide as set out in the User Guide document. However, you accept that improvements and enhancements to the Service during the Subscription Period may significantly change the User Guide. The sole remedy for breach of the warranty under this clause 19.3(b) shall be correction of Defects by us within a reasonable time from notification by you of the Defect that constitutes such breach. For the purposes of this clause, a "Defect" is an error in the Software or website that causes the Service to fail to operate substantially in accordance with User Guide document.
- 19.4 The sole remedy for a breach of the warranty given in clause 19.3(a) is that we shall defend, hold harmless and indemnify you against all loss, damage, claims, liabilities, fees, costs and expenses arising out of any action brought against you based on a claim that the Service infringes any U.S. intellectual property right of any third party, provided that:
- (a) we shall be notified promptly in writing of any such claim;
 - (b) you shall make no admission or settlement of such claim without our prior written consent;
 - (c) we shall have sole control of the defense and any negotiations for compromise;
 - (d) you shall provide, at our expense, such assistance as we reasonably require.
- 19.5 THE WARRANTIES IN CLAUSE 19.3 ARE IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, AND WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE SERVICES, SOFTWARE, TECHNOLOGY, INTELLECTUAL PROPERTY, MATERIALS, INFORMATION OR OTHER ITEMS PROVIDED OR MADE AVAILABLE UNDER THIS AGREEMENT, AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 19.6 EXCEPT FOR THE INDEMNITY OBLIGATIONS DESCRIBED HEREIN, AND EXCEPT FOR CLAIMS CAUSED BY OUR GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD, OUR TOTAL LIABILITY UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED A SUM EQUAL TO ONE YEAR'S SUBSCRIPTION FEE.
- 19.7 We shall not be liable if you are unable to access the Service or incur problems or loss when using the Service because of any corruption, abuse or incorrect use of the website or usernames and passwords or contravention of the terms of this Agreement (including any use of the Service with equipment or other software which is incompatible) and/ or because of any variation or modification to the website or Software which is unauthorized by us, and/or where the website or Software has been used in contravention of the terms of this Agreement and/or in contravention of the website terms and conditions and/or where the failure is due to factors external to the website and Software including but not limited to damage or environmental conditions and/or

failures in other equipment or software and/or where the failure is due to incorrect, inaccurate, out of date or corrupted data supplied by you.

19.8 Any delays caused by you shall be added to any estimated timescales for provision of the Service.

19.9 We shall effect and maintain with a reputable insurance company professional indemnity insurance in an amount not less than \$1 million.

19.10 We shall effect and maintain with a reputable insurance company Data Breach and Cyber Liability Insurance of limits no less than \$5 Million per occurrence and \$10 Million in the aggregate. The policy will provide for Data Security & Privacy "Cyber" coverage (including coverage for unauthorized access and use, failure of security, breach of confidential information, of privacy perils, as well as breach mitigation costs, costs of notifying users of a Data Security Breach, and regulatory coverage).

19.11 We shall hold employer's liability insurance in respect of our staff in accordance with any legal requirement for the time being in force.

19.12 We shall produce to you, on reasonable prior request, copies of the insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

20. Intellectual Property

20.1 We represent and warrant to you that any intellectual property (including but not limited to: patent, patent application, moral right, trade secret, copyright and any applications or right to apply for registration, computer software programs or applications, tangible or intangible proprietary information or any other intellectual property right in connection with any services and/or products) related to this Agreement does not violate or infringe upon any patent, trademark, or copyright, or misappropriate any trade secret or other proprietary rights of any other person or entity.

20.2 To the fullest extent permitted by law, we agree to indemnify, defend, and hold harmless you and your employees, officials, officers, and agents, from any and all claims, demands, actions, liabilities, damages, or expenses (including attorneys' fees and costs) arising from a claim by a third party that the service described herein infringes that third party's United States patent, copyright, trade secret, or similar rights.

21. Data Security

21.1 We represent and warrant that our access, use, and storage of data under this Agreement does and will comply with all applicable federal, state and local privacy and data protection laws, rules, regulations and directives. In the event of a data security breach, which includes, but is not limited to, a compromise of the security, confidentiality, or integrity of any of your data or information obtained as part of this Agreement, we shall notify you no later than twenty-four hours after we become aware of such breach. We shall (at our sole cost and expense) use commercially reasonable efforts to immediately remedy any breach and prevent any further data breach.

22. Dispute Resolution

22.1 Each party shall use commercially reasonable efforts to resolve any disputes arising under this Agreement in good faith as soon as practicable. If any dispute cannot be resolved to the reasonable satisfaction of the parties within ten (10) days after the dispute arose, either party may elect to escalate the dispute to a representative executive of each party.

22.2 If such executives cannot resolve such dispute to their mutual satisfaction within thirty (30) additional days, or such other period of time as mutually agreed upon by such executives, then the parties agree to try in good faith to settle the dispute by mediation administered by the

American Arbitration Association ("AAA") under its Commercial Mediation Procedures. Prior to resorting to arbitration, each party agrees that it will attend no less than one full day of mediation conducted by the mediator.

- 22.3 If the parties are unable to settle the dispute by mediation within 45 days after the parties resort to mediation under this Section, then the dispute shall be promptly submitted to binding arbitration in Santa Cruz, CA in accordance with the Commercial Arbitration Rules of the AAA before a single neutral arbitrator and judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Except as expressly set forth herein, (i) neither party may proceed to arbitration without having escalated the dispute in accordance with this clause 20, and (ii) all disputes not resolved via negotiation (mediated or otherwise) of the parties in accordance with this clause 20 shall be resolved by binding arbitration.
- 22.4 Notwithstanding the foregoing, in the event of a violation of (a) a Party's proprietary or confidentiality rights under clause 7, or (b) a party's proprietary or confidentiality rights under clause 18, nothing in this Section shall prohibit either party from immediately applying to a court of competent jurisdiction for a temporary restraining order, preliminary or permanent injunction, or other similar equitable relief. THE PARTIES EXPRESSLY WAIVE THEIR RIGHT TO TRIAL BY JURY FOR ANY ACTION OR PROCEEDING BROUGHT IN RELATION TO THIS AGREEMENT.
23. General
- 23.1 This Agreement constitutes the entire agreement between you and us relating to the use of the Service, the website and the Software and supersedes all other agreements or understandings between us and you.
- 23.2 If any provision in this Agreement is deemed to be illegal or unenforceable the rest of the provisions will remain in full force and effect.
- 23.3 Waiver of any breach or failure to enforce any term of this Agreement will not be deemed a waiver of any breach or right to enforce which may thereafter occur. No waiver may be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.
- 23.4 Neither party will be liable for any failure or delay in performing its obligations, in terms of this agreement, due to circumstances beyond its reasonable control
- 23.5 You may not assign this Agreement, in whole or in part, to any third party without our prior written consent.
- 23.6 We are your independent contractor, and are not your employee or agent. Nothing in this Agreement shall render or be construed to make us (including any of our agents, employees or subcontractors) your partners, joint venturers, employees or agents.
- 23.7 Each party acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained in this Agreement, and that it has not relied upon any representations, warranties, promises, or inducements of any kind, whether oral or written, and from any source, other than those that are expressly contained within this Agreement. Each party acknowledges that it is a sophisticated business entity and that in entering into this Agreement it has had the opportunity to consult with counsel of its choosing.

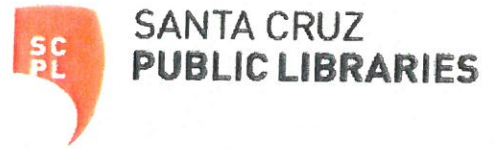
- 23.8 Notices to be given by us under this Agreement shall be in writing and may be given by email or otherwise at our discretion and sent to the Designated Contacts within your organization as stated on the offer. Notices by you must be given in writing and sent by either (a) post addressed to us at our address at 1 Ainslie Road, Hillington Park Glasgow, G52 4RU as stated on the Offer or (b) by email to contact@collectionhq.com or to such other address as we may notify to you from time to time;
- 23.9 This Agreement shall be governed by, subject to and interpreted in accordance with the laws of the State of California, as though entered into and performed in California.

Appendix 1

Service Targets

Availability	The collectionHQ service will be available 90% of the time 09.00 to 17.00 (your local time) Monday to Friday
Service Incidents	The collectionHQ Support Team will seek to provide an initial response within 24 hours and a follow up within a maximum 48 hours to service incidents and thereafter regularly updated until a resolution is reached. All incidents must be raised initially via our Helpdesk by email to support@collectionHQ.com
Non-Critical Enquiries	The collectionHQ Support Team will respond to non-critical enquiries within 3 days, deliver an answer within 10 days, and update status every 5 days. A non-critical inquiry is defined as a request for information that has no impact on the service quality if not answered or acted upon promptly.

Chair Jamie Goldstein
Vice Chair Martin Bernal
Board Member Tina Friend
Board Member Carlos Palacios



STAFF REPORT

DATE: March 5, 2020
TO: Library Joint Powers Authority Board
FROM: Susan Nemitz, Library Director
RE: Meeting Room Policy

STAFF RECOMMENDATION

Approve Meeting Room Policy #315

DISCUSSION

The Library Advisory Commission (LAC) reviewed the attached proposed meeting room policy twice and on its second review on January 27th voted unanimously to recommend the policy for approval.

The proposed meeting room policy was also reviewed by the Library Joint Powers Authority Board on January 9th. At that Board meeting there was some discussion about whether or not approval for policies that involve community values, such as this one, should reside within the domain of the LAC and not the Board. The key values under discussion include the aims in the proposed policy that seek to prioritize the space for learning, plus removal of fees and to continue support of the library's longstanding practice to provide programming for free. The LAC did endorse the values embodied in the proposed policy with their unanimous vote for the policy.

The primary intent of the revised policy is to prioritize Library sponsored programming and to curtail attempts by outside organizations seeking to conduct commercial interests. By the summer, new software will be added to support the policy and enable customers to enjoy a smoother process for all room reservations.

At this stage, staff recommends that further development of the policy is considered by the Library as an iterative process. Approval of this policy would be the first stage. By late fall 2020, staff plans to review how the policy functions and if revisions are necessary.

According to the proposed policy, use of the library's space after hours may be permitted by Library Partners, but the criteria for and agreements with Library Partners still needs to be completed.

Rules governing use of the rooms during library hours in the proposed policy has largely remained unchanged from the previous policy except for the elimination of fees (currently \$25/hr.), new limits on the number of reservations per calendar year (groups are limited to four reservations/year compared to 12 times in the current policy), and patrons can only reserve rooms up to two months in advance (Library partners are exempt from all of these restrictions).

Attachment:

Meeting Room Policy #315

Report Prepared by: Eric Howard,
Assistant Director

Reviewed and Forwarded by: Susan Nemitz, Library Director

Meeting Room Policy

JPAB Policy #315

Adopted: xxx

Five-year Review Schedule: xxx

Why does the Library provide public access to community rooms?

The Santa Cruz Public Library's room policy seeks to support the Library's mission to "connect, inspire, inform" and to support its vision to "transform lives and strengthen communities." Public spaces make it possible for the residents of Santa Cruz County to collaborate and build knowledge and understanding of one another as a community.

Priority for room reservations is given to Library sponsored programs. If the Library has not reserved the room for itself, priority is then given to government agencies.

[Click here to see policies and details on other available space to reserve](#)

Terms of Use for Community Rooms

1. Reservations require a library card.
2. Rooms can be reserved two months in advance of their event and up until one business day prior to their event. Rooms can't be reserved more than four times by one group in one calendar year. (The Library, including its sponsored programming, Friends of the Library and government agencies are exempt from this rule.)
3. Publicity material must also state that the Library neither approves nor disapproves of any viewpoint.
4. Groups may use rooms only for the hours booked in advance. All set-up and clean-up must be accomplished within the reserved time. Groups must return any space to the condition in which they found it unless staff requests otherwise.
5. All meetings must be open to the general public. (The Library and government agencies are exempt from this rule.)
6. All programs shall not discriminate against any individuals or groups of individuals because of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, physical or mental disability, or citizenship. The arrangement of the room must also comply with ADA access.
7. All participants must abide by the [Library's Code of Conduct](#).
8. Library spaces are not intended for commercial use. No admission fee may be charged; no collections may be taken on the premises, no fund or business solicited or direct sales made except for sales by the Library or Friends of the Library or their agent. Some exceptions may apply and can be approved by the Library Director. For example, the Director would need to approve suggested donations by program organizers or author

book sales, and in such cases the Library would require that 15% of the donations goes to the Friends of the Library in order to benefit the Library. However, donations for programs can't be a condition for participation.

9. Signs, posters, displays and decorations may be put up with prior permission from the branch manager.
10. Libraries are fragrance-free facilities. No incense may be used and fire regulations prohibit the use of candles however exceptions for special events may be approved by the library director.
11. The Library reserves the right to cancel a reservation due to circumstances beyond its control. The Library will notify the group of the reservation cancellation as soon as possible.
12. Library spaces are not intended for private parties, such as weddings, birthday parties or other types of private celebrations.
13. Failure to comply with these terms could disqualify the group or individual from reserving library space in the future.

Care and Use of the Community Room

1. Alcoholic beverages may be served only with special permission; this is secured using procedures outlined in the [Alcohol Beverages Policy](#).
2. Users are responsible for cleaning up and for any damage to Library property or the facility. Repair or cleaning costs may be assessed if damage occurs.
3. No food or other items may be left or stored in the meeting room or kitchen.
4. Trash and recyclables that do not fit into the provided receptacles must be removed by the user. The Library may assess charges for damage or cleaning.
5. The Library assumes no responsibility for personal belongings.

Other Available Spaces:

Study Rooms: (Can accommodate up to four individuals)

1. Study room reservation requires a library card.
2. Rooms should be left neatly after use. Condition of the room may be noted on the Library card holder's account and could affect future reservations.
3. Study rooms are available for reservation the day before its use.
4. Reservations are forfeited if the user isn't present within the first 15 minutes.
5. Study rooms are available up to two hours and can be reserved immediately after that time for an additional hour if there is no other reservation on the room.
6. The Library reserves the right to block (reserve the room) times for its learning/program purposes or to support the work of a learning institution.

Conference Rooms: (Some conference rooms provide a capacity of up to eight and some up to twenty individuals.)

1. Conference room reservation requires a library card.
2. Rooms should be left neatly after use. Condition of the room may be noted on the Library card holder's account and could affect future reservations.
3. Conference rooms are available two months in advance of its use and can be reserved twelve times per year.
4. Reservations are forfeited if the user isn't present within the first 15 minutes.
5. Conference rooms are available up to two hours and can be reserved immediately after that time for an additional hour if there is no other reservation on the room.
6. Library spaces are not intended for commercial use. No admission fee may be charged; no collections may be taken on the premises, no fund or business solicited or direct sales made except for sales by the Library or Friends of the Library or their agent. Some exceptions may apply and can be approved by the Library Director. For example, the Director would need to approve suggested donations by program organizers or author book sales, and in such cases the Library would require that 15% of the donations goes to the Friends of the Library in order to benefit the Library. However, donations for programs can't be a condition for participation.
7. There must be at least two people present in order to occupy the conference room.
8. The Library reserves the right to block (reserve the room) times for its learning/program purposes or to support the work of a learning institution.

The Library also has multipurpose rooms at the Downtown Library and will have one at the Felton Branch in 2020. These spaces are intended to be flexible and are available only for Library programs/services or for partners of the Library. **

Available Study Rooms at Santa Cruz Public Libraries:

The Library currently offers study rooms (spaces that can accommodate up to four individuals) at Scotts Valley and Branciforte. In 2020, study rooms will be available at Capitola and Felton. And in 2021, study rooms will also be available at Aptos.

Available Conference Rooms at Santa Cruz Public Libraries:

The Library also currently offers conference rooms (spaces that can accommodate up to eight individuals) at Scotts Valley. In 2020, conference rooms will also be available at Capitola. And in 2021, Aptos will also gain a conference room.

Reserving Community Rooms Outside of Regular Library Hours

Groups seeking to use Library space after the normal library hours of operation must first become a library partner. Library partners support the Library's strategic plan and program goals of the Library. We require that partners meet with Library staff and complete an MOU, Program Room Contract and participate in an on-site orientation. If you are interested in starting the process to become a library partner, please contact one of the following Regional Managers:

Laura Whaley, Regional Manager for Scotts Valley, Boulder Creek and Felton Branch Libraries: 831-427-7700 x 7734, whaleyl@santacruzpl.org

Jessica Goodman, Regional Manager for the Downtown Library and the Branciforte and Garfield Park Branch Libraries: 831-427-7700x 7612, goodmanj@santacruzpl.org

Heather Norquist, Regional Manager for La Selva Beach, Aptos, Live Oak and Capitola Branch Libraries: 831-427-7700 x 7698, norquisthc@santacruzpl.org