



**SANTA CRUZ PUBLIC
LIBRARIES**
A City-County System

LIBRARY JOINT POWERS AUTHORITY BOARD

Monday, June 6, 2011
Central Branch Community Meeting Room
224 Church Street, Santa Cruz

6:30 PM PUBLIC MEETING

1. ROLL CALL
2. APPROVE AGENDA OF JUNE 6, 2011
3. APPROVE MINUTES OF MAY 2, 2011 (PG. 3-6)
4. ORAL COMMUNICATIONS
5. WRITTEN COMMUNICATIONS
 - A. Articles About Santa Cruz and California Libraries (PG. 56-80)
 - B. Patron Written Comments (PG. 81-96)
 - C. Articles on Libraries Nation Wide (PG. 97-103)
 - D. Monthly Narrative Reports- April 2011 (PG. 104-110)
 - E. Monthly Statistical Report – through April (PG. 111-121)
 - F. Letter from FY 10/11 Auditors (PG. 122-123)
6. REPORTS OF ADVISORY BODIES
 - A. Friends of the Santa Cruz Libraries, Inc. (oral)
 - B. Finance Committee Draft Minutes & Oral Report (PG. 7-9)
7. MEMBER REPORTS
 - A. Scotts Valley Report (Reed)
 - B. Capitola Report (Storey)
8. STAFF REPORTS
 - A. Approval of Scotts Valley Lease (PG. 10-34)
 - B. April Financials (PG. 35-44)

- C. Approve Fund Balance Policy (PG. 45-50)
- D. Transition to New Service Model Update (oral)
- E. New ILS Update (oral)
- F. Approval of FY 11/12 Budget (PG. 51-54)

9. OTHER BUSINESS

- A. Parking Lot Review (PG. 55)

10. NEXT MEETING

The next regularly scheduled meeting is Monday, July 11, 2011 at 6:30 p.m.

11. ADJOURN

The Library Joint Powers Authority Board will adjourn from the regularly scheduled meeting of June 6, 2011 to the next regularly scheduled public meeting on July 11 2011 at 6:30 pm in the Community Meeting Room of the Central Branch Library.

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 427-7706 at least five days in advance so that we can arrange for such special assistance, or email subfinder@santacruzpl.org.

SANTA CRUZ PUBLIC LIBRARIES
A CITY-COUNTY SYSTEM

LIBRARY JOINT POWERS BOARD

MINUTES

May 2, 2011

Central Branch Library Meeting Room
224 Church Street, Santa Cruz

6:00 PM CLOSED SESSION

Labor Negotiations (Government Code §69967.6)

Lisa Sullivan, City of Santa Cruz Human Resources Director
Employee Organizations- Service Employees International Union
Supervisory Employees, Operating Engineers
Mid-Management, Operating Engineers

6:30 PM PUBLIC MEETING

Chair Gorson reported to the public on the closed session meeting. The Board met with the HR Director and provided her with direction but no decisions were made.

I. ROLL CALL

Present: Citizen Nancy Gerdt, Citizen Barbara Gorson, Citizen Leigh Poitinger, Councilmember Jim Reed, Councilmember David Terrazas, Supervisor Mark Stone, Supervisor Ellen Pirie

Absent: Councilmember Beiers and Councilmember Storey

Staff: Teresa Landers, Director of Libraries
Jack Dilles, Finance Director

PROCLAMATION RECOGNIZING SYSTEM-WIDE RE-BARCODING PROJECT

II. APPROVAL OF MEETING AGENDA OF MAY 2, 2011

Supervisor Pirie moved, seconded by Councilmember Reed

that the Board approve the agenda of May 2, 2011.

UNAN

Absent: Beiers & Storey

III. APPROVE MINUTES OF APRIL 4, 2011

Supervisor Pirie moved, seconded by Councilmember Terrazas

that the Board approve the minutes of April 4, 2011.

UNAN

Absent: Beiers & Storey

IV. ORAL COMMUNICATIONS

Emily Galli, library staff, announced the new community art space in the Central Branch Library Meeting Room. Currently on exhibit is photography by Jim Bourne.

V. WRITTEN COMMUNICATION

- A. Articles About Santa Cruz and California Libraries
- B. Patron Written Comments
- C. Articles on Libraries Nation Wide
- D. Monthly Narrative Reports- April 2011
- E. Monthly Statistical Report- through March 2011
- F. Advocacy Breakfast Invitation
- G. Quarterly Update for Library Sales Tax Revenue

VI. REPORTS OF ADVISORY BODIES

A. Friends of the Santa Cruz Libraries, Inc.

Sherry Skold FSCPL President reported the following Friends' activities:

- Annual meeting was held April 22nd and a new board of officers were elected:
 - Sherry Skold, President
 - Pete Collin, Vice President
 - Bob Rible, Treasurer
 - Lorene Hall, Secretary
- Central Branch Lobby Bookstore continues to bring in \$2,000-\$2,500 per month in sales. The bookstore is staffed with volunteers.
- Semi-Annual Civic Book Sale will take place on May 13th & 14th. Friday evening is for Friends members only, and Saturday is for the general public.
- Financial Picture for donations made to the library:
 - Have Spent \$25,000 on the Self Check machines
 - Have Allocated \$25,000 for Technology
 - Allocation of \$75,000 to finish off the Technology Fund
- Next fund development will begin in July, will be for general fund development, and not tied to technology.

Ellen Campos reported the following Scotts Valley Friends' activities:

- The Grand Opening of the new Scotts Valley Branch Library will be Saturday, June 18th.

- A major donor private reception by invitation only will be held Friday, June 17th, black tie optional.

Paul Machlis reported on behalf of the Boulder Creek Friends' activities:

- May 14th at 2pm, UCSC's *Shakespeare to Go* troupe will perform Shakespeare's *The Comedy of Errors*
- May 12th at 7pm, showing the film "Shakespeare Behind Bars"

B. Finance Committee Oral Report

The committee looked at the FY 11/12 draft budget, which will be reviewed further on in the agenda.

VII. MEMBER REPORTS

A. Scotts Valley Report

Councilmember Reed reported on the new Scotts Valley Branch project. The project is expected to be completed on time and on budget. Grand opening and major donor event are scheduled (see report given by Ellen Campos from the Scotts Valley Friends Chapter).

B. Capitola Report

Citizenmember Gorson reported on the new Capitola Branch project. The ad-hoc committee received a draft report from the programming consultant that identified library user needs and has translated them into space requirements. The ad-hoc committee will review this report and then it will go to the Capitola Council for approval. The ad-hoc committee is also helping to work on the overall budget for the project.

VIII. STAFF REPORTS

A. Lease for New Scotts Valley Library

Councilmember Terrazas moved, seconded by Councilmember Reed

that the Board authorize the Director to execute a lease agreement subject to the City of Scotts Valley and the County of Santa Cruz coming to an agreement consistent with the pass through clause.

AMENDMENT: To schedule a special meeting for May 16th if the City of Scotts Valley and the County of Santa Cruz are not able to reach an agreement.

UNAN

Absent: Beiers & Storey

B. March Financials

The Library Director reported on the current financial status of the library and the Board reviewed revenues, expenditures and cash flow for the library system.

C. Draft FY 11/12 Budget

The Library Director reported on the FY 11/12 draft budget noting key accomplishments, grants received, key partnerships established, major donations received and year end projections.

The upcoming work priorities in FY 11/12 will include the implementation of the new service model, revising the strategic plan, conducting a facilities master plan, foster community partnerships and implementing a new ILS.

The final draft of the FY 11/12 budget will be brought to the Board in June.

D. Timeline for Transition to New Service Model

The Board reviewed the timeline for transition into the new service model.

IX. OTHER BUSINESS

A. Parking Lot Review

Board reviewed the parking lot list.

X. NEXT MEETING

The next regularly scheduled meeting is Monday, June 6, 2011 at 6:30 pm.

XI. ADJOURN

The regular meeting adjourned at 8:42 p.m.

Respectfully submitted,


Kira Henifin, Clerk of the Board

All documents referred to in these minutes are available in the Library Office.

SANTA CRUZ PUBLIC LIBRARIES
A CITY-COUNTY SYSTEM

LIBRARY JOINT POWERS BOARD
FINANCE COMMITTEE

MINUTES

May 23, 2011

Central Branch Meeting Room
224 Church Street, Santa Cruz

6:00 PM PUBLIC MEETING

I. ROLL CALL

Present: Citizenmember Gorson, Councilmember Storey and Councilmember Terrazas

Staff: Teresa Landers, Library Director
Jack Dilles, Finance Director
Cheryl Fyfe, Assistant Finance Director

II. APPROVAL OF MEETING AGENDA OF MAY 23, 2011

Councilmember Storey moved, seconded by Councilmember Terrazas

that the Board approve the agenda of May 23, 2011 with the following change: moving item 5C up before 5A.

UNAN

III. APPROVAL OF MINUTES OF APRIL 25, 2011

Councilmember Storey moved, seconded by Citizenmember Gorson

that the Board approve the minutes of April 25, 2011.

UNAN

Abstain: Terrazas

IV. ORAL COMMUNICATIONS

None

V. STAFF REPORTS

A. Fund Balance Policy

Cheryl Fyfe and Jack Dilles presented the Fund Balance Policy (Government Funds). This policy helps to establish compliance with the Governmental Accounting Standards Board (GASB) Statement No. 54, "Fund Balance Reporting and Governmental Fund Type Definitions". The statement was created to improve financial reporting by providing fund balance categories that

would be more easily understood. It also defines and identifies a constraint-based hierarchy of fund balance categories for the use of resources reported in its governmental funds.

Councilmember Terrazas moved, seconded by Councilmember Storey

that the Board recommend the Fund Balance Policy to the full Library Joint Powers Board.

UNAN

B. Financial Reports through April 2011

Revenues:

-On Track

Expenditures:

-Expenditures are all accounted for; some lines are low but they do have plans to be spent

Personnel:

-Is running slightly under budget

Month End Cash Balance

- \$1.2 million

C. FY 11/12 Budget

Finance Sub-committee reviewed a draft of the FY 11/12 budget overview. There was a slight change in the Watsonville payback due to a review of the population distribution. The percent change is -.11% which is a reduction of approximately \$15,140.

Councilmember Storey moved, seconded by Citizenmember Gorson

that the Board approve the use of up to \$100,000 from the FY 10/11 fund balance to be used to compensate for any budget shortfalls in FY 11/12 as a result of implementing the new service model mid-year.

AMENDMENT: Once savings are realized, the funds will flow back into cash reserves.

UNAN


VII. NEXT MEETING

The next regularly scheduled meeting will be held Monday, July 25, 2011 at 6:00PM in the Central Library meeting room. The June meeting has been canceled.

VIII. ADJOURN

The regular meeting adjourned at 6:57 p.m.


Respectfully submitted,


Kira Henifin
Clerk of the Board

All documents referred to in these minutes are available in the Library Office.

DRAFT

MEMORANDUM

DATE: June 1, 2011
TO: Library JPB
FROM: Teresa Landers, Library Director
SUBJECT: Scotts Valley Lease 

<p>RECOMMENDATION: That the Library Joint Powers Board approve the lease with the Scotts Valley RDA.</p>

BACKGROUND

In the Spring of 2010 the City of Scotts Valley (Scotts Valley) and the County of Santa Cruz (The County) agreed that the Library Joint Powers Authority (LJPA) and Scotts Valley should negotiate a lease for the occupation of the new facility in Scotts Valley by the Library System. At the April 2011 the LJPB, Board members discussed a draft of the lease and asked for more time to review it further; recommending several changes.

Shortly before the May 2011 LJPB meeting, the County informed all parties that, according to the 1990 Pass Through Agreement between the County and Scotts Valley, the County Board of Supervisors would need to formally designate the LJP A as the tenant. The County and Scotts Valley also entered into discussions about other issues related to the Pass Through Agreement and its Amendments.

In late May, Scotts Valley unanimously approved the lease with the terms requested by the County but with a term of two years. The County subsequently unanimously approved this same lease with the LJPA as its designee with the stipulation that the LJPA approve the lease. While the LJPB authorized the signing of the lease if Scotts Valley and the County came to agreement and the terms of the Pass Through Agreement were met, the LJPB Chair requested the change in the term of the lease be reviewed at the June 6 LJPB meeting and final approval given.

DISCUSSION

Since the only change in the lease since the last review by the LJPB is the two year term, that is the only issue that will be discussed in this report.

The overriding interest of the community is for the new Scotts Valley to open on time, June 18. A two year term will allow this to happen and will provide time for the parties involved with the lease to talk about the issues involved and come to agreement.

The City Attorney for the City of Scotts Valley has offered assurances that Scotts Valley is committed to a long term library presence in Scotts Valley and is willing to begin discussions about a long term lease beyond the current two year term as soon as all parties involved deem it prudent to do so.

As a final note, while not ideal, it is important to recognize that only two of the Library's facilities have current leases; La Selva Beach (30 years with two ten year renewal options) and Felton (month to month). There is no reason to believe that, after two years, if a long term lease is not negotiated, the Scotts Valley branch would be treated any differently than the other branches that do not have leases either.

SCOTTS VALLEY LIBRARY LEASE AGREEMENT

THIS SCOTTS VALLEY LIBRARY LEASE AGREEMENT (the "Agreement") is made this ____ day of _____, 2011, between the Scotts Valley Redevelopment Agency and the City of Scotts Valley (collectively referred to as "Landlord") and the Santa Cruz County Library Joint Powers Authority ("Tenant").

RECITALS

- A. In November 1990, the County of Santa Cruz, the Santa Cruz County Redevelopment Agency, the City of Scotts Valley and the Community Development Agency of the City of Scotts Valley (also known as the Scotts Valley Redevelopment Agency) entered into that certain pass through agreement ("Pass Through Agreement") which required the Scotts Valley Redevelopment Agency to, among other things, construct a 25,259 square foot Tier II Library.
- B. In May 1996, the County of Santa Cruz, and the cities of Santa Cruz, Capitola and Scotts Valley entered into that certain Joint Powers Agreement ("JPA Agreement") which formed the Santa Cruz County Library Joint Powers Authority for the purpose of joint exercise of powers over library service in the County of Santa Cruz except within the City of Watsonville.
- C. In September 1996, the County of Santa Cruz, the Santa Cruz County Redevelopment Agency, the City of Scotts Valley and the Scotts Valley Redevelopment Agency entered into the First Amendment to the Pass Through Agreement which modified the Scotts Valley Redevelopment Agency's obligation to construct a Tier II Library ("First Amendment").
- D. Under the First Amendment, the Scotts Valley Redevelopment Agency was required to, among other things, make a stream of payments to the County Library Fund which would continue until such time as the Scotts Valley Redevelopment Agency constructed or acquired a Tier II Library of approximately 12,500 square feet or the present value of the amount of the payments equaled \$3,000,000.00.
- E. Under the First Amendment, the site and building of the constructed or acquired library was to be leased to the County of Santa Cruz or its designee for one dollar per year so long as it is used as a Tier II Public Library.
- F. The County of Santa Cruz has named the Santa Cruz County Library Joint Powers Authority as its designee under the Pass Through Agreement and all associated amendments for the term of this Agreement.

G. Landlord desires to lease the library to Tenant and Tenant desires to lease the library from Landlord subject to the terms of this Agreement.

NOW, THEREFORE, Landlord and Tenant agree to all of the terms and conditions of this Agreement as follows:

ARTICLE 1 - BASIC LEASE PROVISIONS

The following are basic terms applicable to this Agreement. The Sections and Exhibits referenced below in parenthesis explain and define the basic terms specified below and are to be read in conjunction with basic terms herein:

- 1.01 **Commencement of Term.** June 1, 2011 (Section 3.01).
- 1.02 **Term.** Two (2) year term which expires May 31, 2013.
- 1.03 **Building.** The building located at 251 Kings Village Road, Scotts Valley.
- 1.04. **Premises.** A portion of the Building and the rear outdoor patio of approximately 3500 square feet and associated parking.
- 1.05 **Floor Area.** 13,150 square feet.
- 1.06 **Rent.** \$1.00 per year.
- 1.07 **Use of Premises.** Premises shall be utilized solely for the operation of a Tier II Public Library, or its equivalent, which for purposes of only this Agreement means the Scotts Valley Branch Library shall be open no fewer hours per week than the greatest number of hours of other equivalent branch libraries, which are the Aptos Branch Library and the Live Oak Branch Library. The parties acknowledge that a dispute has arisen between Landlord and the County regarding the standards of operation of the Library as required by the Pass Through Agreement and all associated amendments. All parties agree that neither Landlord nor the County has waived any rights regarding that issue by entering into this Agreement. (Section 7.01).

ARTICLE 2 - LEASE OF PREMISES

2.01 **Scotts Valley Redevelopment Agency and the City of Scotts Valley as Landlord.** Tenant acknowledges and understands that Landlord is a public agency consisting of numerous offices, departments, agencies and districts. Whenever a provision contained in this Agreement, or any extension, modification or amendment, requires the written consent of Landlord, such consent must be obtained from the then

acting Executive Director of the Scotts Valley Redevelopment Agency or its successor and the City Manager of the City of Scotts Valley. Tenant may not rely on any statement or representation by any other employee, agent or representative of Landlord in obtaining such consent and any such statement or representation other than the express written consent of the Executive Director and the City Manager shall be null and void and have no effect. Nothing contained in this Section shall limit in any way the authority of any office, department, agency or district of the Redevelopment Agency from approving or withholding consent to any event or activity regulated by local law.

2.02 Premises. Landlord leases to Tenant and Tenant leases from Landlord the Premises. The Premises shall not include, and the Tenant shall have no rights in, the remainder of the building that is not currently improved. A diagram of the location of the Premises is attached to this Agreement as Exhibit A. A floor plan of the Premises is attached to this Agreement as Exhibit B. Landlord acknowledges that Tenant's library use of the Premises may be adversely affected should the remainder of the building which hosts the Premises be put to a noisy or other disruptive use. Landlord will therefore endeavor to lease the remainder of the building to tenants whose use of the building will be compatible with Tenant's Library use of the Premises and will further endeavor to notify Tenant's Library Director prior to any change in tenant or use for the remainder of the building in order to allow the Library Director to comment on any such change.

2.03 Reservations. Landlord reserves the right at any time with 24 hours notice to Tenant to make alterations or additions to the exterior of the Premises, the remainder of the building, the parking lot and the landscaping on the property. Landlord also reserves the right to construct other buildings or improvements on the property and to make alterations or additions thereto. Easements for light and air are not granted in this Agreement. Landlord further reserves the right to enter and access the roof of the Premises or to repair and maintain the roof and to use any space within walls or above the ceiling finish and beneath the floor surface for utility lines and conduits. Landlord further reserves the right to use the multipurpose room located within the Premises in accordance with Tenant's meeting room policy. Landlord shall be deemed a government agency under the policy.

2.04 Condition of Premises. Tenant acknowledges that it recognizes the uniqueness of the Premises and accepts them in their current and disclosed condition existing on the effective date of this Agreement, subject to all applicable zoning, municipal, county or state laws, ordinances and regulations affecting the use of the Premises. Tenant acknowledges that it has satisfied itself, by its own independent investigation that the Premises are suitable for its intended use and neither Landlord nor its agents or representatives have made any representation or warranty as to the present or future suitability of the Premises for the conduct of Tenant's business.

ARTICLE 3 - TERM

3.01 Commencement of Term. The term (the "Term") of this Agreement shall commence on the date specified in Section 1.01 (the "Commencement Date") and shall continue until the date of termination specified in Section 1.02, unless terminated sooner in accordance with the terms and provisions of this Agreement. The conclusion of the term does not extinguish the City/County obligations under the Pass Through Agreement as amended.

ARTICLE 4 - RENT

The Rent for the premises shall be \$1.00 per year payable to Landlord on June 1st of each year of the Term.

ARTICLE 5 - TAXES AND ASSESSMENTS

5.01 Personal Property Taxes. Tenant shall pay before delinquency all federal, state or local taxes, assessments, license fees, and other charges that are levied and assessed against Tenant's personal property installed or located in or on the building, and that become payable during the term. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments.

5.02 Possessory Interest Taxes. Tenant shall pay before delinquency all possessory interest taxes, assessments, license fees, and other charges that are levied and assessed against the leasehold interest. "Possessory Interest Tax" means that tax imposed pursuant to laws of the State of California on leaseholds of tax exempt property and does not include taxes on Tenant's inventory, personal, or any other tax or assessment that is presently or may, in the future be levied. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments.

ARTICLE 6 - OPERATING EXPENSES

6.01 Share of Operating Expenses . In addition to the Rent specified above, Tenant shall pay a pro rata amount of certain expenses (the "Operating Expenses") incurred by Landlord in the operation and maintenance of the Premises. These common operating expenses include, but are not limited to, general maintenance and repair of exterior siding, periodic cleaning of the roof and skylights, periodic cleaning of the water recharge system, maintenance of the parking lot, and cleaning of windows. On or before February 1 of each year, Landlord shall provide Tenant with an estimate of the annual operating expenses for the following year. After the end of each fiscal year, Landlord shall deliver to Tenant a statement of Tenant's share of the Operating Expenses for such fiscal year, accompanied by a computation of the difference between the estimated expenses provided by February 1 and the actual expenses. If Tenant's payments are less than Tenant's share thereof, then Tenant shall pay the difference within twenty (20) days after receipt of such statement. If Tenant's payments exceed

Tenant's share thereof, then (provided that Tenant is not in default), Landlord shall credit such amount to the installments thereof next coming due. In addition, the parties will meet annually to discuss the possibility of Tenant taking on some of the maintenance work to reduce costs to Tenant.

6.02 Tenant's Pro Rata Share. Tenant's pro rata share of Operating Expenses shall be 59% based on the current square footage of the Building.

ARTICLE 7 - USE

7.01 Use of Premises. Tenant shall use the Premises solely for the use specified in Section 1.07 herein. No other uses shall be permitted. No use shall be made or permitted to be made of the Premises, nor acts done, which will increase the existing rate of insurance upon the Premises, or cause a cancellation of any insurance policy covering the Premises or any part thereof. Tenant shall, at its sole cost, comply with any and all requirements regarding the use of the Premises by any company that issues a policy of fire, casualty or public liability insurance to the Landlord. If Tenant's use of the Premises results in a rate increase for the Premises, Tenant shall pay as additional rent within ten (10) days written notice, a sum equal to the additional premium caused by such rate increase.

7.02 Hazardous or Toxic Materials.

(a) Tenant shall comply, at its expense, with all federal, state and local statutes or regulations concerning environmental conditions, emissions, pollutants and controls. Tenant shall not cause, store, use or permit any Hazardous Material, including without limitation asbestos or polychlorinated biphenyls, to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invites, without the prior written consent of Landlord, which Landlord shall not unreasonably withhold as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business, does not violate any requirements of the Landlord's policies of fire, causality or public liability insurance and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Premises.

(b) If Tenant breaches any of its obligation stated herein, or if the presence of Hazardous Material on the Premises caused or permitted by Tenant results in contamination of the Premises, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgment, damages, penalties, fines, costs, liabilities or losses, including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space on the Property, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees which arise during or after the lease term as a result of such contamination. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused or permitted by Tenant results in any contamination of the Premises,

Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises.

(c) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" shall include without limitation, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (viii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317); (ix) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); or (x) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601), and any amendments or successor statutes thereto.

7.03 Compliance with Governmental Regulations. Tenant shall, at its sole cost and expense, comply with all of the requirements of all local, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises. With regard to the use of the Premises, Tenant shall faithfully observe all local ordinances and state and federal statutes now in force or which may hereafter be in force.

7.04 Americans With Disabilities Act. If Tenant makes any improvements to the Premises or installs any fixtures or equipment in the Premises, Tenant acknowledges and expressly accepts full responsibility and shall incur all costs and expenses for compliance with the requirements of the Americans with Disabilities Act (ADA) and any other local, state or federal law or regulation regarding the accessibility of the Premises by disabled individuals for those improvements, fixtures and equipment. Tenant agrees to release, indemnify, defend and hold Landlord harmless for any claim,

loss, expense or liability arising from Tenant's failure to fully comply with all such laws or regulations. Exhibit D is a letter from the architect ensuring that the Tenant space was designed to comply with the applicable California Building Code Title 24 including its accessibility provisions as well as federal accessibility guideline as required in the Americans with Disability Act.

ARTICLE 8 - CAPITAL IMPROVEMENTS

8.01 Capital Improvements. Tenant shall pay its pro rata share of all capital improvements. Capital improvements include the costs of additions, replacements, renovations or significant upgrades of or to the Improvements on the Premises, including building exteriors and major building systems (such as the HVAC servicing only the Premises, mechanical, electrical, plumbing, vertical transportation, security, structural or roof) that significantly increase the capacity, efficiency, useful life or economy of operation of the Improvements or their major systems. Tenant's pro rata share for all capital improvements shall be paid within 60 days of Landlord's request for such pro rata share.

8.02 Consent. Tenant shall not make any improvements, alterations or additions to the Premises without Landlord's prior written consent which shall not be unreasonably withheld. All improvements, alterations and additions shall be in conformity with the laws, directives, rules or regulations of all applicable public and governmental agencies. Prior to the commencement of any work relating to any repairs, alterations, improvements or additions approved by landlord, Tenant's contractor(s) shall notify the Executive Director.

8.03 Notices. At least fifteen (15) days prior to commencing any work relating to any improvements, alterations or additions approved by Landlord in accordance with Section 8.02, Tenant shall notify Landlord in writing of the expected commencement date. Landlord shall have the right thereafter to post and maintain on the Premises such notices as Landlord deems necessary to protect Landlord and the Premises from mechanics' liens, materialmen's liens or any other liens. Tenant shall pay, when due, all claims for labor and materials furnished to or for Tenant for use in improving the Premises. Tenant shall not permit any mechanics' or materialmen's liens to be levied against the Premises arising out of work performed, materials furnished or obligations to have been performed on the Premises by or at the request of Tenant. Tenant hereby indemnifies and holds Landlord harmless against loss, damage, attorneys' fees and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished to Tenant or persons claiming under it.

8.04 Trade Fixtures. Tenant may install trade fixtures, display items, machinery or other trade equipment in conformance with the all laws, ordinances, directives, rules or regulations of all applicable public and governmental agencies. The parties acknowledge that Landlord is contributing certain trade fixtures to the Premises that will remain on the Premises at the termination of this Agreement and other trade

fixtures that will become the property of Tenant upon occupancy of the Premises. A list of those trade fixtures are attached hereto as Exhibit C. Tenant shall not remove any trade fixtures, display items, machinery or other trade equipment from the Premises, without Landlord's written consent, if the removal of any such item would cause damage to the Premises and, in the absence of Landlord's written consent to removal, any such item shall be deemed a part of the realty and belong to the Landlord at termination of the Agreement.

8.05 Restoration. Except as otherwise provided herein, Tenant shall return the Premises to the same condition as existed as of the Commencement Date of the Agreement, reasonable wear and tear excepted. Landlord, through Landlord's sole discretion and authority, and upon receipt of written request from Tenant, may consider allowing any Tenant Improvements approved by Landlord under this Agreement to remain. Landlord, at its election, may also require Tenant to remove, at tenant's sole cost, any improvements, alterations or additions approved by Landlord in accordance with this Agreement. Tenant shall repair, at its sole cost, any damage resulting from the removal of any alterations, improvements, additions, equipment, machinery or trade fixtures.

8.06 Signs and Advertising Matter.

(a) Tenant will not place, install, maintain or construct or allow any third party to place, install, maintain or construct any sign, banner, flag, awning or canopy, covering, or advertising matter on the roof, or on any exterior door, exterior wall or outside surface of the windows of the Premises without Landlord's prior written consent, which shall not be unreasonably withheld. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or window coverings in good condition and repair at all times.

(b) No advertising medium shall be used or allowed to be used by Tenant which can be heard or experienced outside the Premises, including without limitation, flashing lights, searchlights, loudspeakers, phonographs, radios or television. Except with Landlord's prior written consent, Tenant shall not display, paint or place, or cause to be displayed, painted or placed, any handbills, bumper stickers or other advertising devices on any vehicle parked in the parking area of the Property, including those belonging to Tenant, or to Tenant's agent or any other person; nor shall Tenant distribute or cause to be distributed on the Property any handbills or other advertising devices.

ARTICLE 9 - MAINTENANCE AND REPAIRS

9.01 Landlord's Maintenance Obligations.

(a) Landlord, on behalf of Tenant and any other occupants of the Building, shall maintain in good condition and repair the foundations, roofs and skylights, structural components and exterior surfaces of exterior walls of the Building

(exclusive of doors, door frame, door checks, windows, window frames and store fronts); provided, however, if any repairs or replacements are necessitated by the negligence, gross negligence or willful acts of Tenant, its officers, employees, representatives, agents, customers, invitees or trespassers or by reason of Tenant's failure to observe or perform any provisions contained in this Agreement or caused by alterations, additions or improvements made by Tenant or its officers, employees, representatives, agents, contractors, subcontractors, laborers or materialmen, the cost of such repairs and replacements shall be the sole obligation of Tenant. On or before February 1 of each year, Landlord shall provide Tenant with an estimate of the annual maintenance for the following year for budgeting purposes. In addition, the parties will meet annually to discuss the possibility of Tenant taking on some of the maintenance work or deferral of maintenance to reduce costs to Tenant.

(b) Tenant shall be solely responsible for all repairs to and maintenance of the Premises which are not expressly allocated to the Landlord under this Agreement or by separate written agreement between the Landlord and Tenant. However, for a period of one year from the Commencement Date, Landlord shall be responsible for all costs associated with the repair and maintenance of the HVAC system that services the Premises.

(c) In its sole discretion, or in the event Tenant fails to maintain, repair, or replace HVAC systems in accordance with Section 9.03, Landlord may contract with a service company licensed and experienced in servicing HVAC equipment and approved by Landlord for regular maintenance, repairs and replacement, if required, of the HVAC equipment serving the Premises. Tenant shall be responsible for the reasonable costs of such maintenance, repairs or replacement as set forth in this Agreement.

(d) Unless Tenant notifies Landlord in writing of the need for repairs under subsection a, Landlord shall not be liable for its failure to make such repairs. Landlord shall be entitled to a reasonable period of time to affect such repairs upon receipt of said written notice from Tenant. Tenant waives any right of offset against any rent due hereunder and agrees not to assert as an affirmative defense in any judicial proceeding or arbitration brought by Landlord against Tenant on claims made under this Agreement the provisions of Sections 1941 and 1942 of the California Civil Code, or any superseding statute, and of any other law permitting Tenant to make repairs at Landlord's expense.

9.02 Landlord's Right of Entry. Landlord, its agents, contractors, employees and assigns may enter the Premises at all reasonable times to: (a) examine the Premises; (b) perform any obligation of, or exercise any right or remedy of, Landlord under this Agreement (c) make repairs, alterations, improvements or additions to the Premises, the Building or to other portions of the Property as Landlord deems necessary; (d) perform work necessary to comply with laws, ordinances, rules or regulations of any public authority or of any insurance underwriter; (e) show prospective tenants the Premises during the last six (6) months of the Term; and (f) perform work

that Landlord deems necessary to prevent waste or deterioration in connection with the Premises should Tenant fail to commence to make, and diligently pursue to completion, in a reasonable time as defined by Landlord, Tenant's required repairs after written demand therefore by Landlord. Landlord will give a minimum of twenty-four (24) hours advance notice of such entry when practicable.

9.03 Tenant's Maintenance Obligations.

(a) Except as provided elsewhere in this Agreement, Tenant, at its sole cost and expense, shall keep the interior of the Premises and the rear patio in good order, condition and repair and shall make all replacements necessary to keep the Premises in such condition, including maintenance and repair of the HVAC system servicing the Premises, and maintenance and inspection of fire sprinkler systems.

(b) All replacement equipment shall be of a quality equal to or exceeding that of the original equipment or improvements. Should Tenant fail to make these repairs and replacements or otherwise maintain the Premises for a period of three (3) days after delivery of a written demand by Landlord, or should Tenant commence, but fail to complete, any repairs or replacements within a reasonable time after written demand by Landlord, Landlord shall have the right to make such repairs or replacements without liability to Tenant for any loss or damage that may occur to Tenant's stock or business, and Tenant shall pay for all costs incurred by Landlord in making such repairs or replacements, together with interest thereon at the maximum rate permitted by law from the date of commencement of the work through the date of payment. Tenant shall, at its expense, repair promptly any damage to the Premises, Building or the Property caused by Tenant, its agents, employees, customers, invitees, subtenants, assignees or concessionaires, or caused by the installation or removal of Tenant's personal property.

(c) Tenant shall, at its own expense, comply with all requirements of the Landlord's insurance underwriters and any other governmental authority having jurisdiction thereof, regarding the installation and periodic maintenance of fire suppression systems or apparatus.

ARTICLE 10 - UTILITIES

10.01 Separate Charges. Tenant shall pay for all water, gas, heat, light, power, telephone service and any other utilities metered or otherwise separately charged to the Premises.

10.02 Jointly Metered Utilities. Tenant shall pay a pro rata share of the utility charges which are jointly metered or charged. Those utility charges that are jointly metered are water and lighting in the parking lots and landscaped areas of the Property. Tenant's pro rata share of these charges shall be based upon the ratio of the square footage of the Premises to the total square footage of the building or buildings serviced

by such meter, plus any extraordinary uses by Tenant which may be reasonably ascertained by Landlord.

10.03 Interruption. Landlord shall not be liable for any failure or interruption of any utility service being furnished to the Premises, and no such failure or interruption shall entitle Tenant to terminate this Agreement.

ARTICLE 11 - INDEMNIFICATION AND INSURANCE

11.01 Indemnification. Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause which is not the result of Landlord's gross negligence. Tenant, as a material part of the consideration for this Agreement, hereby expressly waives and releases all claims against Landlord, its officers, employees, representatives and agents, for any injury or damage to any person or property on or about the Premises arising for any reason. Tenant agrees to indemnify, release, defend and hold harmless Landlord, its officers, employee, representatives and agents from any loss, claim, cost, expense or liability for any injury or damage to person or property, occurring in, on or about the Premises, arising for any reason, including without limitation the condition or use of the Premises or the improvements or personal property located therein and against any loss, claim, cost, expense or liability for injury to the person or property of Tenant, its agents, officers, employees, invitees or trespassers. Notwithstanding the foregoing, Tenant's obligations under this Section 11.01 shall not extend to claims, costs, expenses, losses or liability resulting from Landlord's failure to comply with its maintenance and repair obligations under Sections 9.01(a) and 9.01(e) of this Agreement.

11.02 Insurance Requirements. Tenant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Tenant's operation and use of the leased premises. The cost of such insurance shall be borne by the Tenant in accordance with the JPA Agreement.

(a) The general liability policy is to contain, or be endorsed to contain, the following provisions:

- (i) A policy limit of \$1,000,000.00 per occurrence/\$2,000,000.00 annual aggregate.
- (ii) The City of Scotts Valley and the Redevelopment Agency, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the Tenant.
- (iii) The Tenant's insurance coverage shall be primary insurance as respects the City, the RDA, its officers, officials, employees and

volunteers. Any insurance or self-insurance maintained by the City or RDA, its officers, officials, employees or volunteers shall be excess of the Tenant's insurance and shall not contribute with it.

(iv) Coverage shall not be canceled, except after thirty (30) days' prior written notice has been given to the City and the RDA.

(b) Acceptability of Insurer. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(c) Verification of Coverage. Tenant shall furnish Landlord with original certificates and amendatory endorsements effecting commercial general liability coverage required by this agreement. Upon request by Landlord, Tenant shall provide certificates evidencing the other coverages required herein. The endorsements should be on forms provided by Landlord or on other than the Landlord's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by Landlord before the Lease commences. Landlord reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

(d) Increase in Coverage. Landlord may increase or decrease the amount of commercial general liability insurance required herein, based upon a general review by Landlord of the standard insurance requirements effective July 1st of any year, provided notice of the increase is given to Tenant no later than February 1st of that same year. Such changes in coverage shall be commercially reasonable at the determination of Landlord. Changes in insurance amounts shall occur not more frequently than every two years. Landlord will notify Tenant of any changes under this provision of this Agreement.

11.03 Tenant's Failure To Maintain Insurance. Tenant agrees that if Tenant does not maintain any insurance policy required under this Agreement or fails to pay any premiums when due, Landlord may, require that the Premises be immediately closed for business pending reinstatement of insurance by Tenant, or obtain the necessary insurance and pay the premium, and the repayment thereof shall be deemed to be additional rent due by the Tenant and payable on the next date upon which a payment of rent is due.

11.04 Waiver of Subrogation. Tenant and Landlord each waive its right of recovery against the other, and each party's successors, assigns, directors, agents and representatives in connection with any loss or damage caused to property belonging to the Tenant or Landlord which is covered by any insurance policy of either the Tenant or Landlord in force at the time of any such loss or damage. Tenant and Landlord hereby

waive, on behalf of each party's insurance carriers, any right of subrogation it may have against the other party and each shall notify its carriers of the waiver contained herein.

11.05 Waiver of Loss and Damage. Landlord shall not be liable for any damage to inventory or other property of Tenant, or others, located in, on or about the Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise, which is not the direct result of Landlord's negligence, and Tenant waives any claim against Landlord with respect to such property. Landlord shall not be liable to Tenant, Tenant's employees or representatives for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the Premises or from the pipes, appliance or plumbing works or from the roof, street or subsurface or from any other places or by any other cause of whatsoever nature. Landlord shall not be liable to Tenant, Tenant's employees or representatives for any such damage caused by other tenants or persons in the Premises, occupants of the Building, or the public, or caused by operations in construction of any private, public or quasi-public work. All property of Tenant kept or stored on the Premises shall be so kept or stored at the sole risk of Tenant, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carriers, unless such damage shall be caused by the willful act or gross neglect of Landlord.

11.06 Notice by Tenant. Tenant shall give immediate notice to Landlord in case of fire or accidents in or around the Premises or of any damage or defects in the Premises, or any fixtures or equipment therein.

ARTICLE 12 - ASSIGNMENT AND SUBLETTING

The parties acknowledge that this Agreement is a unique relationship between these individual parties. Landlord charges a reduced rent to Tenant due to the services Tenant provides to the citizens of the City of Scotts Valley. Therefore, Tenant cannot assign its rights under this Agreement or its rights to the Premises without the prior written consent of Landlord which may be withheld for any reason or no reason.

ARTICLE 13 - DEFAULT

13.01 Events of Default. The occurrence of any of the following shall constitute a breach and material default of this Agreement by Tenant:

- (a) The failure of Tenant to pay or cause to be paid any rent, monies or other charges due Landlord as set forth in this Agreement on or before the due date for payment of any such amounts;
- (b) The failure of Tenant to maintain all insurance coverage as set forth in Article 11.

(c) The abandonment of the Premises by Tenant, which shall mean failure to operate as set forth in this Agreement for fifteen (15) consecutive days, except by prior written notice by Tenant and with the written consent of Landlord which will not be unreasonably withheld;

(d) Except as otherwise provided in this Agreement, the failure of Tenant to do or cause to be done any act as set forth in this Agreement, if the failure continues for fifteen days (15) consecutive days after notice has been given to Tenant. However, Tenant shall not be in default of this Agreement if Tenant commences to cure the default within said fifteen (15) day period and diligently and in good faith continues to cure the default to the satisfaction of the Landlord;

(e) Tenant causing, permitting or suffering, without the prior written consent of Landlord, any act when this Agreement requires Landlord's prior written consent or prohibits such act.

13.02 Notice of Default and Opportunity to Cure. Landlord shall give written notice to Tenant of any Event of Default on the part of Tenant. Said notice shall specify the nature of the act, omission, or deficiency giving rise to the Event of Default. In addition, if the Event of Default is curable, and does not give rise to an imminent danger to health or safety, the notice shall also specify the action required to cure the default, and a reasonable date, which shall not be less than thirty (30) calendar days from the mailing of the notice, by which Tenant must take or commence such action to cure. If the notice specifies only a commencement date for the cure, Tenant must commence such cure within the specified time and shall diligently pursue the cure to completion within a reasonable time thereafter.

13.03 Remedies. In the event of any breach by Tenant, Landlord shall be entitled to any rights or remedies available at law.

(a) Efforts Landlord may make to mitigate the damages caused by Tenant's breach of this Agreement shall not constitute a waiver of Landlord's right to recover damages against Tenant, nor shall anything contained in this Agreement affect Landlord's right to indemnification against Tenant for any liability arising prior to the termination of this Agreement for personal injuries or property damage, and Tenant agrees to indemnify and hold Landlord harmless from any injuries and damages, including all reasonable attorney fees and costs incurred by Landlord in defending any action brought against Landlord for any recovery, and in enforcing the terms and provisions of this indemnification against Tenant.

(b) However, the breach of this Agreement by Tenant, or an abandonment of the Premises by Tenant, shall not constitute a termination of this Agreement, nor of Tenant's right of possession under this Agreement, unless and until Landlord elects to do so, and until that time Landlord shall have the right to recover rent and all other payments to be made by Tenant under this Agreement as they become due; provided, that until Landlord elects to terminate this Agreement and Tenant's right

of possession under this Agreement, Tenant shall have the right to sublet the Premises or to assign interests in this Agreement, or both, subject only to the written consent of Landlord, which consent shall not be unreasonably withheld.

(c) In the event that Landlord should take any act to maintain or preserve the Premises on Tenant's behalf, or seek the appointment of a receiver to protect Landlord's interests under this Agreement, such acts shall not constitute a termination of Tenant's right of possession unless Tenant receives written notice from Landlord to regarding Landlord's election to terminate.

ARTICLE 14 - DAMAGE OR DESTRUCTION

14.01 Landlord's Duty To Repair.

(a) If the Premises are destroyed or materially damaged from a cause not insured against, or if the amount of available insurance proceeds, including deductible costs, is not sufficient to completely repair or restore any such damage or destruction, Landlord shall have the right to terminate this Lease by giving written notice of termination to Tenant within thirty (30) days after the date of the damage or destruction. If the Lease is not terminated, then Landlord shall diligently proceed to repair and restore the Premises to the extent that insurance proceeds, including deductible costs, are sufficient to completely repair or restore any such damage or destruction.

(b) If the Premises are materially damaged or destroyed from a cause covered by insurance, and it can be repaired or restored within ninety (90) days after commencement of repair or restoration, then Landlord shall diligently proceed to repair and restore the Premises. If Landlord determines that the Premises cannot be repaired or restored within this period, then Landlord and Tenant shall work out a reasonable time frame for the completion of the repairs or restoration.

(d) Except as otherwise provided in this Agreement, damage to or destruction of the Premises shall not terminate this Agreement or result in the abatement of any rent or other charges payable under this Agreement. Tenant expressly waives any right it may have, in law or equity, to offset any cost incurred by Tenant for repairs or restoration to the Premises against Tenant's obligations to pay rent in connection with Landlord's duties of repair and restoration under this Lease.

(e) Landlord's duties of repair and restoration under the provisions of this Lease shall extend only to those portions of the Premises insured under a policy of insurance, and Landlord shall not be responsible for any loss, damage, or destruction to Tenant's personal property, trade fixtures, merchandise, inventory or equipment.

14.02 Tenant's Duty to Repair or Replace. Except as otherwise provided herein, Landlord's obligation to restore shall not include the restoration or replacement of Tenant's personal property, inventory, trade fixtures, merchandise, or equipment.

Tenant shall restore and replace said items in the event that Landlord is obligated or elects to repair any damage or destruction of the Premises.

ARTICLE 15 - ESTOPPEL CERTIFICATES; ATTORNMENT

15.01 Tenant to Furnish Certificate. Tenant shall, within ten (10) business days of written notice from Landlord, execute and deliver to Landlord a written statement certifying that this Agreement is unmodified and in full force and effect or, if modified, stating the nature of such modification. Tenant's statement shall include other details requested by Landlord, such as the date to which rent and other charges are paid and Tenant's knowledge concerning any uncured defaults in Landlord's obligations under this Agreement and the nature of such defaults if they are claimed. Any such statement may be relied upon conclusively by any prospective purchaser or encumbrancer of the Premises. Tenant's failure to deliver such statements within such time shall be conclusive upon the Tenant that this Agreement is in full force and effect, except as and to the extent any modification has been represented by Landlord, and that there are no uncured defaults in Landlord's performance.

15.02 Additional Documents. Tenant, upon request of any party in interest, shall execute promptly such instruments and certificates necessary to carry out the intent of the foregoing Sections as shall be requested by Landlord.

ARTICLE 16 - MISCELLANEOUS

16.01 Attorneys' Fees. In the event of any legal action, arbitration or proceeding between the parties, the prevailing party shall be entitled to reasonable attorneys' fees and expenses as a part of the judgment or award resulting therefrom.

16.02 Transfer, Sale or Lease of the Premises by Landlord. Notwithstanding any provisions of this Agreement, Landlord may assign in whole or in part Landlord's interest in this Agreement and may sell or transfer all or part of Landlord's leasehold interest in the real estate of which the Premises are a part. In the event of any transfer, sale or exchange of the Premises by Landlord and assignment by Landlord of this Agreement, Landlord shall be entirely freed and relieved of all liability under all covenants and obligations contained in or derived from this Agreement or arising out of any act, occurrence or omission relating to the Premises which occurs after the consummation of such sale, exchange or assignment except as provided in the Pass Through Agreement and all amendments thereto.

16.03 Liability to Successors. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto who shall be jointly and severally liable for the covenants contained herein.

16.04 Interpretation. Whenever the singular number is used in this Agreement, the same shall include the plural. Reference to any gender shall include the masculine,

feminine and neuter genders, and the word "person" shall include corporation, firm or association, when required by the content.

The headings or titles to the paragraphs of this Agreement are for convenience only and do not in any way define, limit or construe the contents of such paragraphs. This instrument contains all of the agreements and conditions made between the parties with respect to the hiring of the Premises and may not be modified orally or in any manner except by a written instrument signed by all the parties to this Agreement.

The laws of the State of California shall govern the validity, performance and enforcement of this Agreement. If any provision of this Agreement is determined to be void by any court of competent jurisdiction, such determination shall not affect any other provision of this Agreement and such other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions, one which would render the provision void and one which would render the provision valid, the provision shall be interpreted in the manner which would render it valid.

Except as may otherwise be expressly stated, each payment required to be made by the Tenant shall be in addition to and not in substitution for other payments to be made by Tenant.

16.05 Time. Time is of the essence in this Agreement.

16.06 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, regulations or controls, enemy or hostile government action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to that resulting from such prevention, delay or stoppage.

16.07 Notices. All notices to be given by one party to the other or options to be exercised under this Agreement shall be in writing, mailed or delivered to Landlord and Tenant at the following addresses:

Landlord

Redevelopment Agency of Scotts Valley
Attn: Executive Director
1 Civic Center Drive
Scotts Valley, CA 95066

Tenant

Santa Cruz County Library Joint Powers Authority
117 Union Street
Santa Cruz, CA 95060

Attention: Library Director

Courtesy Copy to:
Santa Cruz County
Attn: County Administrative Office
701 Ocean Street
Santa Cruz, CA 95060

Mailed notices shall be sent by United States Postal Service, certified or registered mail, postage prepaid, and shall be deemed to have been given on the date of posting in the United States Postal Service.

The parties listed above may, by proper notice, at any time designate a different address to which notices shall be sent.

16.08 Waiver. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Agreement, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Agreement shall be deemed to have been waived by Landlord, unless such waiver is in writing by Landlord.

16.09 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Agreement provided.

16.10 Authority. If Tenant is a corporation or partnership, each individual executing this Agreement on behalf of such entity represents or warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity and that such entity shall be bound by all the terms and provisions hereof.

16.11 Broker's Commission. Each party represents and warrants that there are no claims for brokerage commissions or finder's fees arising from that party's activities in connection with this Agreement, and each party agrees to indemnify and hold the other party harmless from all liability arising from any such claim.

16.12. Assessment District Establishment. Tenant agrees not to unreasonably protest the establishment of an assessment district for purposes of public

improvements, including, but not limited to, sidewalks, streets, lighting, utilities. Notwithstanding the foregoing, Tenant may protest the establishment of an assessment district if Tenant believes it adversely affects Tenant's business.

16.13 Third Party Beneficiary. All terms of this Agreement shall be, to the fullest extent permitted by law and equity, binding and enforceable by the County. The County hereby agrees to all terms of this Agreement. Although the County shall be a beneficiary of the terms of this Agreement and shall have the right to enforce them, the County shall not be obligated hereunder to exercise such rights of enforcement.

The parties have executed this Agreement as of the date first written above.

LANDLORD:

Redevelopment Agency of Scotts Valley

By: _____
Stephen H. Ando
Its: Executive Director

TENANT:

Santa Cruz County Library Joint Powers Authority

By: _____
Teresa Landers
Its: Executive Director

THIRD PARTY BENEFICIARY:

Santa Cruz County

By: _____
Susan Mauriello
Its: Chief Administrative Officer

Exhibit A
Location of Premises

Exhibit B
Floor Plan of Premises

Exhibit C
LIST OF TRADE FIXTURES

1. The following are considered property of the City of Scotts Valley RDA or successor entity or the Friends of the Library Scott Valley Chapter (if the Scotts Valley Chapter ceases to exist the system Friends of the Library will be the owner).
 - a. Early childhood Literacy structure (RDA)
 - b. Media wall (Friends)
 - c. Digital sign (Friends)
 - d. Gaming wall and equipment (Friends)

However, in the event the Library pays for replacement of any of the above the Library will become the owner of the replacements. If replaced, the Library shall have the right to move any of the above to another location in the Library System. If the item is sold the proceeds will go to the original owner. If donated to a non-profit, the original owner can designate the recipient.

2. In the future, anything purchased for the benefit of the Library with a value of less than \$100 will become the property of the Library. For items with a value greater than \$100, an agreement will be reached as to ownership and future disposition. The Library will maintain an inventory list.
3. Built in kitchen and kitchenette equipment is the property of the City of Scotts Valley RDA or successor entity. Specifically: ranges and refrigerators
4. Built in fixtures considered "part of the building" such as lighting or the service desk is the property of the City of Scotts Valley RDA or successor entity.

Exhibit D ADA Confirmation



GROUP 4

ARCHITECTURE
RESEARCH +
PLANNING, INC.

221 LINDEN AVENUE
SUITE 200
SAN FRANCISCO, CA 94102
TEL: 415.774.1100
WWW.GROUP4.COM

5 April 2011

Susan Weisman
Interim Community Development Director
CITY OF SCOTTS VALLEY
One Civic Center Drive
Scotts Valley, California 95066

Re: SCOTTS VALLEY LIBRARY
Accessibility

Dear Susan:

The design of the new Scotts Valley Library on 251 Kings Village Road was designed to comply with the California Building Code Title 24 including its accessibility provisions as well as federal accessibility guidelines as required in the Americans with Disability Act.

Sincerely,
GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.

*Digitally signed by
David Schuetz
DN: cn=Dave Schuetz,
o=GROUP 4*

David Schuetz, AIA, AIA/CES LEED AP
Principal

DS:am

MICHAEL GENTILE
ARCHITECT

DAVID SCHUETZ
ARCHITECT

DAVID SCHUETZ
ARCHITECT

DAVID SCHUETZ
ARCHITECT

DAVID SCHUETZ
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DAVID SCHUETZ
ARCHITECT

DAVID SCHUETZ
ARCHITECT

DAVID SCHUETZ
ARCHITECT

cc: David Tamze, Strategic Construction Management
William Lutz, Group 4

Digitally signed by David Schuetz, DN: cn=David Schuetz, o=GROUP 4

LIBRARY JOINT POWERS AUTHORITY	
COMBINED BALANCE SHEET	
JPA FUND AND ACCOUNT GROUPS	
APRIL 2011	
	JPA
	Total
Assets	
Pooled cash	1,227,629.78
Pooled cash interest receivable	2,435.09
Other interest receivable	276.07
Taxes receivable - current	343,402.50
Accounts receivable	434,301.99
Infrastructure	579,683.02
Accumulated depreciation - infrastructure	(191,370.66)
Lease improvements - buildings	2,018,031.67
Accumulated depreciation - lease imp-buildings	(1,031,667.59)
Machinery and equipment	1,617,208.66
Accumulated depreciation - machinery & equip	(1,478,466.09)
Software	61,759.70
Accumulated depreciation-software	(61,759.70)
Construction in progress	78,918.85
Total Assets	3,600,383.29
Liabilities	
Accounts payable	199,247.79
Sales tax payable	834.66
Deferred grant revenue - unearned	529.84
Unclaimed funds	219.00
Payable to the County - noncurrent	80,586.11
Other intergovernmental payable-noncurrent	350,179.03
Total Liabilities	631,596.43
Equities	
Unreserved, undesignated fund balance	1,311,285.14
Committed - cash flow/unexpected expenditures	495,929.00
Investment in capital assets - Library	1,592,337.86
Reserved for long-term debt	(430,765.14)
Total Equities	2,968,786.86
Total Liabilities and Equities	3,600,383.29

LIBRARY JOINT POWERS AUTHORITY						
COMBINED BALANCE SHEET						
SPECIAL FUNDS						
APRIL 2011						
	Fund #	955	956	957	960	Spec Funds
Fund Description		Contingency	Technology	Projects	Felton	Total
Assets						
Pooled cash		9,463.29	4,781.58	471.07	1,137.01	15,852.95
Pooled cash interest receivable		23.50	11.88	1.17	2.83	39.38
Total Assets		9,486.79	4,793.46	472.24	1,139.84	15,892.33
Equities						
Unreserved, undesignated fund balance		9,486.79	4,793.46	472.24	1,139.84	15,892.33
Total Equities		9,486.79	4,793.46	472.24	1,139.84	15,892.33

LIBRARY JOINT POWERS AUTHORITY									
COMBINED BALANCE SHEET									
TRUST FUNDS									
APRIL 2011									
Fund #	931	932	933	934	935	Trust Funds			
Fund Description	McCaskill Loc His	McCaskill Vis Imp	Finkeldey	Whalen	Leet-Corday	Total			
Assets									
Pooled cash	260,304.93	246,096.68	9,530.18	119,443.13	89,256.73				724,631.65
Pooled cash interest receivable	646.61	611.32	23.67	296.70	211.88				1,790.18
Total Assets	260,951.54	246,708.00	9,553.85	119,739.83	89,468.61				726,421.83
Equities									
Net assets held in trust-library prog	260,951.54	246,708.00	9,553.85	119,739.83	89,468.61				726,421.83
Total Equities	260,951.54	246,708.00	9,553.85	119,739.83	89,468.61				726,421.83

Revenue Status Report

Library JPA
CITY OF SANTA CRUZ
4/1/2011 through 4/30/2011

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Periods: 10 through 10

Account Number	Library Joint Powers Authority	Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Prc't Rcv'd
951-41000	TAXES					
951-00-00-0000-41211	Sales and use tax	5,321,475.00	343,402.50	4,663,766.90	657,718.10	87.64
Total	TAXES	5,321,475.00	343,402.50	4,663,766.90	657,718.10	87.64
951-43000	INTERGOVERNMENTAL					
951-36-00-0000-43210	State operating grants and contributions	70,000.00	0.00	72,564.00	-2,564.00	103.66
951-36-00-0000-43310	Local operating grants and contributions	12,000.00	0.00	12,000.00	0.00	100.00
951-36-00-0000-43311	Maintenance of effort contributions	5,210,951.00	434,301.99	4,340,307.40	870,643.60	83.29
951-36-55-3531-43210	State operating grants and contributions	2,500.00	0.00	1,423.10	1,076.90	56.92
951-36-55-3560-43190	Federal grants - other	3,024.00	36,000.00	39,024.00	-36,000.00	1290.48
Total	INTERGOVERNMENTAL	5,298,475.00	470,301.99	4,465,318.50	833,156.50	84.28
951-44000	CHARGES FOR SERVICES					
951-36-00-0000-44613	Internet use fee	7,000.00	120.00	3,165.70	3,834.30	45.22
951-36-00-0000-44630	Room rentals-library JPA	1,890.00	40.00	1,641.00	249.00	86.83
951-36-00-0000-44901	Photocopy fee	10,000.00	518.14	5,717.83	4,282.17	57.18
Total	CHARGES FOR SERVICES	18,890.00	678.14	10,524.53	8,365.47	55.71
951-45000	FINES AND FORFEITS					
951-36-00-0000-45131	Library fines	200,000.00	16,879.63	171,411.38	28,588.62	85.71
951-36-00-0000-45132	Lost library items	25,000.00	1,726.45	19,734.37	5,265.63	78.94
Total	FINES AND FORFEITS	225,000.00	18,606.08	191,145.75	33,854.25	84.95

Revenue Status Report
 Library JPA
 CITY OF SANTA CRUZ
 4/1/2011 through 4/30/2011

951 Library Joint Powers Authority

Account Number	Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Prc't Rcvd
951-46000 MISCELLANEOUS REVENUES					
951-00-00-0000-46110 Pooled cash and investment interest	-5,000.00	1,781.79	7,631.81	-12,631.81	152.64
951-00-00-0000-46190 Interest earnings - other	5,141.00	276.07	2,654.88	2,486.12	51.64
951-00-00-0000-46910 Miscellaneous operating revenue	9,250.00	0.00	9,140.00	110.00	98.81
951-00-00-0000-46990 Miscellaneous non-operating revenue	25,000.00	20,660.08	80,560.00	-55,660.00	322.24
951-36-00-0000-46303 Donations - library	42,222.30	0.00	58,772.16	-16,549.86	139.20
951-36-00-0000-46309 Donations - library - Friends of the Lib	25,100.00	274.16	78,916.37	-53,816.37	314.41
951-36-00-0000-46916 Cash over/short	0.00	-0.91	-8.44	8.44	0.00
951-36-00-0000-46918 Damaged property recovery	0.00	11.72	1,091.78	-1,091.78	0.00
Total MISCELLANEOUS REVENUES	101,713.30	23,002.91	238,758.56	-137,045.26	234.74
951-49000 OTHER FINANCING SOURCES					
951-00-00-0000-49122 From Library Private Trust Fund	40,190.00	0.00	40,190.00	0.00	100.00
Total OTHER FINANCING SOURCES	40,190.00	0.00	40,190.00	0.00	100.00
Grand Total	11,005,743.30	855,991.62	9,609,694.24	1,396,049.06	87.32

Expenditure Status Report
 Library JPA
 CITY OF SANTA CRUZ
 4/1/2011 through 4/30/2011

951 Library Joint Powers Authority

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
951-52000						
		SERVICES				
951-36-50-3510-52135	6,200.00	515.50	5,155.00	0.00	1,045.00	83.15
951-36-50-3510-52149	603,881.00	44,311.70	464,473.90	0.00	139,407.10	76.91
951-36-50-3510-52199	63,900.00	0.00	21,400.00	37,400.00	5,100.00	92.02
951-36-50-3510-52223	0.00	0.00	163.75	0.00	-163.75	0.00
951-36-50-3510-52240	5,020.00	494.64	3,194.67	0.00	1,825.33	63.64
951-36-50-3510-52248	5,000.00	0.00	0.00	5,000.00	0.00	100.00
951-36-50-3510-52302	2,000.00	0.00	1,119.30	0.00	880.70	55.97
951-36-50-3510-52402	0.00	4,001.97	47,463.94	0.00	-47,463.94	0.00
951-36-50-3510-52403	3,970.00	236.17	2,064.95	0.00	1,905.05	52.01
951-36-50-3510-52933	14,484.00	0.00	10,190.00	0.00	4,294.00	70.35
951-36-50-3510-52961	17,471.00	0.00	12,690.97	0.00	4,780.03	72.64
951-36-50-3510-52971	100.00	13.28	107.14	0.00	-7.14	107.14
951-36-50-3510-52972	5,900.00	0.00	3,489.76	0.00	2,410.24	59.15
951-36-50-3510-52973	10,000.00	0.00	0.00	9,998.00	2.00	99.98
951-36-50-3540-52135	550,000.00	43,326.72	426,183.60	0.00	123,816.40	77.49
951-36-51-3520-52131	16,000.00	438.55	5,325.25	10,677.35	-2.60	100.02
951-36-51-3520-52149	1,214,081.00	95,307.07	956,648.11	0.00	257,432.89	78.80
951-36-51-3520-52244	3,500.00	0.00	0.00	0.00	3,500.00	0.00
951-36-51-3520-52248	17,588.00	281.12	2,529.64	6,355.00	8,703.36	50.52
951-36-51-3520-52972	3,000.00	0.00	1,637.03	0.00	1,362.97	54.57
951-36-52-3530-52149	4,313,404.00	325,644.73	3,289,260.92	0.00	1,024,143.08	76.26
951-36-52-3530-52244	3,000.00	0.00	0.00	0.00	3,000.00	0.00
951-36-52-3530-52302	3,063.00	20.91	273.18	0.00	2,789.82	8.92
951-36-52-3530-52972	6,000.00	30.16	972.71	0.00	5,027.29	16.21
951-36-53-3515-52149	225,162.00	17,777.12	178,155.24	0.00	47,006.76	79.12
951-36-53-3515-52201	55,065.00	5,221.80	43,236.39	0.00	11,828.61	78.52
951-36-53-3515-52211	100,000.00	0.00	58,106.17	0.00	41,893.83	58.11
951-36-53-3515-52223	39,555.00	0.00	27,972.46	0.00	11,582.54	70.72
951-36-53-3515-52246	140,984.00	16,219.41	91,799.83	14,031.60	35,152.57	75.07
951-36-53-3515-52247	21,145.00	62.66	3,933.65	0.00	17,211.35	18.60
951-36-53-3515-52261	393,396.00	32,671.33	337,921.30	10,422.00	45,052.70	88.55

Expenditure Status Report
 Library JPA
 CITY OF SANTA CRUZ
 4/1/2011 through 4/30/2011

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 Periods: 10 through 10

951 Library Joint Powers Authority

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
951-36-53-3515-52302	150.00	0.00	0.00	0.00	150.00	0.00
951-36-53-3515-52932	15,500.00	1,291.67	12,916.70	0.00	2,583.30	83.33
951-36-53-3515-52933	36,506.00	0.00	30,883.00	0.00	5,623.00	84.60
951-36-54-3550-52149	550,312.00	45,399.08	450,073.80	0.00	100,238.20	81.79
951-36-54-3550-52199	29,000.00	4,000.00	11,900.00	6,100.00	11,000.00	62.07
951-36-54-3550-52248	215,038.00	24,529.00	85,840.58	956.07	128,241.35	40.36
951-36-54-3550-52249	55,275.00	8,064.82	42,962.91	1,761.73	10,550.36	80.91
951-36-54-3550-52302	1,300.00	149.94	1,032.85	0.00	267.15	79.45
951-36-54-3550-52403	151,291.00	3,667.21	80,241.72	31,723.55	39,325.73	74.01
951-36-55-3560-52149	802,600.00	62,757.83	629,695.38	0.00	172,904.62	78.46
951-36-55-3560-52302	800.00	141.78	1,538.16	0.00	-738.16	192.27
951-36-55-3560-52304	13,975.00	6,014.47	13,006.03	0.00	968.97	93.07
951-36-55-3560-52306	3,024.00	0.00	1,512.00	0.00	1,512.00	50.00
951-36-55-3560-52960	3,000.00	0.00	0.00	0.00	3,000.00	0.00
951-36-55-3560-52972	6,000.00	296.98	1,709.55	0.00	4,290.45	28.49
Total SERVICES	9,726,640.00	742,887.62	7,368,781.54	134,425.30	2,233,433.16	77.04
951-53000						
SUPPLIES						
951-36-50-3510-53101	12,000.00	645.44	3,892.91	0.00	8,107.09	32.44
951-36-50-3510-53102	16,200.00	2,355.69	13,217.61	0.00	2,982.39	81.59
951-36-51-3520-53106	637,000.00	48,694.88	488,891.69	0.00	148,108.31	76.75
951-36-51-3520-53107	25,100.00	16,337.38	80,517.08	0.00	-55,417.08	320.79
951-36-51-3520-53112	120,350.00	4,633.92	40,973.40	5,875.00	73,501.60	38.93
951-36-52-3530-53109	6,500.00	1,103.45	4,226.45	0.00	2,273.55	65.02
951-36-53-3515-53108	2,690.00	119.78	1,119.97	0.00	1,570.03	41.63
951-36-53-3515-53113	18,000.00	443.85	12,243.49	0.00	5,756.51	68.02
951-36-53-3515-53311	157,710.00	9,579.11	117,400.47	0.00	40,309.53	74.44
951-36-53-3515-53312	20,260.00	2,842.39	18,371.39	0.00	1,888.61	90.68
951-36-54-3550-53110	20,000.00	857.47	11,588.31	4,782.31	3,629.38	81.85
Total SUPPLIES	1,035,810.00	87,613.36	792,442.77	10,667.31	232,709.92	77.53
951-54000						
OTHER MATERIALS AND SERVICES						
951-36-50-3510-54990	3,020.00	0.00	0.00	0.00	3,020.00	0.00
Miscellaneous supplies and services						

Expenditure Status Report
 Library JPA
 CITY OF SANTA CRUZ
 4/1/2011 through 4/30/2011

951 Library Joint Powers Authority

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
951-36-52-3530-54990	2,390.00	0.00	179.92	1,252.00	958.08	59.91
951-36-54-3550-54203	0.00	0.00	358.28	0.00	-358.28	0.00
951-36-55-3531-54990	2,500.00	0.00	1,710.00	1,140.00	-350.00	114.00
951-36-55-3560-54990	36,393.30	494.71	19,579.74	0.00	16,813.56	53.80
Total	44,303.30	494.71	21,827.94	2,392.00	20,083.36	54.67
951-56000						
951-36-52-3530-56995	2,000.00	89.50	1,924.00	0.00	76.00	96.20
Total	2,000.00	89.50	1,924.00	0.00	76.00	96.20
951-57000						
951-36-54-3550-57410	73,000.00	0.00	23,311.44	0.00	49,688.56	31.93
Total	73,000.00	0.00	23,311.44	0.00	49,688.56	31.93
951-58000						
951-36-50-3540-58140	40,961.00	0.00	40,960.88	0.00	0.12	100.00
951-36-50-3540-58190	40,293.00	0.00	40,293.07	0.00	-0.07	100.00
951-36-50-3540-58240	19,600.00	0.00	19,557.00	0.00	43.00	99.78
951-36-50-3540-58290	3,500.00	0.00	977.91	0.00	2,522.09	27.94
Total	104,354.00	0.00	101,788.86	0.00	2,565.14	97.54
Grand Total	10,986,107.30	831,085.19	8,300,076.55	147,474.61	2,538,556.14	76.89

Expenditure Status Report
Library Personnel Costs
CITY OF SANTA CRUZ
4/1/2011 through 4/30/2011

expstat.rpt
 05/18/2011 9:24AM
 Periods: 10 through 10

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prc't Used
101	General Fund					
35	Library (City)					
Total	4,226,408.00	472,911.45	3,463,158.40	0.00	763,249.60	81.94
Total	733,982.00	91,763.23	623,512.51	0.00	110,469.49	84.95
Total	3,000.00	161.80	1,520.30	0.00	1,479.70	50.68
Total	0.00	373.19	7,728.46	0.00	-7,728.46	0.00
Total	520,010.00	49,966.75	359,392.85	0.00	160,617.15	69.11
Total	0.00	0.00	831.74	0.00	-831.74	0.00
Total	12,600.00	0.00	19,324.59	0.00	-6,724.59	153.37
Total	0.00	0.00	-329.16	0.00	329.16	0.00
Total	2,880.00	535.00	2,837.40	0.00	42.60	98.52
Total	665,780.00	76,894.43	557,036.35	0.00	108,743.65	83.67
Total	69,994.00	2,375.62	16,532.08	0.00	53,461.92	23.62
Total	982,969.00	130,526.97	806,627.71	0.00	176,341.29	82.06
Total	99,100.00	12,230.85	78,276.19	0.00	20,823.81	78.99
Total	17,994.00	2,076.71	13,780.27	0.00	4,213.73	76.58
Total	63,836.00	8,076.96	58,580.39	0.00	5,255.61	91.77
Total	2,744.00	340.35	2,232.32	0.00	511.68	81.35
Total	35,900.00	4,673.61	30,053.34	0.00	5,246.66	85.14
Total	37,175.00	2,883.24	20,791.16	0.00	16,383.84	55.93
Total	221,481.00	27,480.49	198,493.57	0.00	22,987.43	89.62
Total	0.00	0.00	0.00	0.00	0.00	0.00
Total	7,695,253.00	883,270.65	6,260,380.47	0.00	1,434,872.53	81.35
Grand Total						

Library - Fund 951
 Month-End Cash Balances

	July	August	September	October	November	December	January	February	March	April	May	June
FY 2011 Pooled cash	72,541.96	250,794.12	312,607.59	1,397,052.22	604,129.15	539,173.69	1,586,868.17	875,122.12	1,076,342.48	1,227,629.78		
FY 2010 Pooled cash	(908,343.59)	(797,637.50)	(752,924.76)	(597,787.31)	(558,459.72)	(707,533.76)	290,832.95	(390,345.22)	(62,933.26)	15,984.66	25,912.58	120,299.01
FY 2009 Pooled cash	(1,028,955.46)	(397,327.61)	(356,999.20)	252,949.44	(714,416.36)	(711,714.61)	(812,054.05)	(668,015.42)	(595,048.05)	(543,669.74)	222,502.65	(667,431.15)
FY 2008 Pooled cash	555,177.28	285,993.39	362,222.74	452,678.88	381,688.89	348,644.68	414,873.10	180,026.54	267,117.50	988,379.63	877,239.75	65,274.00
FY 2007 Pooled cash	378,173.37	260,209.81	(47,055.07)	77,967.52	141,276.32	331,082.13	1,134,207.34	1,970,284.04	582,080.73	688,980.25	693,402.17	280,062.00

MEMORANDUM

DATE: June 1, 2011
TO: Library JPB
FROM: Teresa Landers, Library Director
SUBJECT: Fund Balance Policy

Recommendation: The LJPB adopt the attached fund balance policy

Recommendation: The LJPB authorize the fund balance amounts to be classified as "committed" for the Library JPA annual financial statement, period ending June 30, 2011 as indicated on the attached document.

BACKGROUND

A recent GASB decision requires governmental entities to adopt a fund balance policy by June 30, 2011. The City of Santa Cruz Finance Department has written a policy for the LJPB to adopt.

This policy eliminates the reserve fund term that has been used previously and establishes different categories of fund balances: nonspendable, restricted, committed, assigned and unassigned.

DISCUSSION

The LJPB must adopt this policy before the end of the fiscal year and must designate the various categories of fund balances. The specific amounts of necessary carryovers and allocation to the emergency cash fund balance will be approved when the FY11/12 budget is approved.

Nonspendable: No formal action is needed and Library does not currently have anything in this category.

Restricted: No formal action is needed and Library does not currently have anything in this category.

Committed: Formal action is required and is outlined in the attached documentation.

- **Library JPA Operating Fund:** This includes carryover funds and funds for the purpose of establishing a stabilization arrangement to cover cash flow issues and unexpected expenditures in fiscal year 2012 and beyond
- **Contingency Reserve Fund:** Since the above Operating fund includes the emergency and cash flow reserve fund balance, it is recommended this fund be deleted and the funds moved to the Operating Fund.
- **Technology Reserve Fund:** It is recommended this be retained and any operating funds designated for Technology that are not spent at the end of each fiscal year be moved to this Fund
- **Capital Projects Reserve Fund:** The recently adopted service model does not provide for contributions to a capital projects fund. Operating funds are designated for capital maintenance and it is anticipated that those funds will be fully spent during each fiscal year. It is recommended this fund be deleted and the funds moved to the Operating Fund.
- **Felton Branch Reserve Fund:** It is recommended this be retained.

Assigned: No formal action is needed and Library does not currently have anything in this category.

Unassigned: No formal action is needed. The Library currently has the \$495,000 fund balance from FY0910 in this category.

Library Joint Powers Authority (JPA)

Fund Balance Reporting Policy - Governmental Funds

The purpose of this policy is to establish fund balance reporting standards for the Library Joint Powers Authority's governmental funds. It introduces and defines fund balance categories, identifies and describes the Joint Powers Authority's fund types, and sets forth application criteria. It is established based upon a long-term perspective of the Library Joint Powers Authority (JPA) maintaining a strong fiscal position and promoting sustainability through negative economic trends. It is also intended to preserve flexibility throughout the fiscal year in order to make adjustments in funding for programs approved in connection with the annual budget. This policy relates only to the JPA's governmental funds (general, special revenue, capital project, and debt service).

In addition, this policy is established to comply with the Governmental Accounting Standards Board (GASB) Statement No. 54, "Fund Balance Reporting and Governmental Fund Type Definitions" which was created to improve financial reporting by providing fund balance categories that are more easily understood, and by defining a constraint based hierarchy of fund balance categories for the identification and use of resources reported in the JPA's governmental funds. The policy eliminates the original "*reserved*" component of fund balance category in favor of "*restricted*" to facilitate consistent information reported in fund and government-wide financial statements ("*restricted*" has always been a component of the government-wide financial statements), and requiring the same presented categories regardless of governmental fund or governmental fund type.

Fund Balance Categories for Governmental Funds

Fund balance can be classified into five categories:

- nonspendable
- restricted
- committed
- assigned
- unassigned

Nonspendable Fund Balance consists of funds that cannot be spent due to their form (e.g. inventories and prepaid expenditures) or funds that legally or contractually must be maintained intact (i.e. endowments). Funds are required be classified in the *nonspendable* fund balance category even though this action creates a deficit *unassigned* fund balance. No formal action is necessary to place funds under this category.

Restricted Fund Balance consists of funds that are mandated for a specific purpose by external parties, constitutional provisions or enabling legislation. No formal action is necessary to place funds under this category.

Committed Fund Balance consists of funds that are set aside by the Library JPA Board for a specific purpose. Placing funds under the *committed* fund balance category requires a formal action of the JPA Board with the passage of a simple majority vote at or prior to the last meeting for the applicable fiscal year. The exact amount to place under *committed* fund balance is not necessary when bringing the action before the JPA Board. *Committing* fund balance is allowable only to the

extent that fund balance is available and cannot result in a deficit *unassigned* fund balance. The same formal action must be taken to remove or change the limitations placed on the funds.

Assigned Fund Balance consists of funds that are set aside with the intent to be used for a specific purpose. The authority to assign fund balance is delegated to the Director of Libraries. *Assigning* fund balance is allowable to the extent that fund balance is available and cannot result in a deficit *unassigned* fund balance. No formal action is necessary to classify funds within this category.

Unassigned Fund Balance consists of excess funds that have not been classified in the previous four categories. All funds in this category are considered spendable resources, and provide the resources necessary to meet unexpected expenditures and revenue shortfalls throughout the fiscal year. The only fund that may have an unassigned fund balance is the Library JPA's primary general fund. It is also the only category that can be used to report a negative fund balance. No formal action is necessary to place funds into this category.

Governmental Fund Type Descriptions

Although there are multiple governmental fund types, the Library JPA currently only has a General Fund type for financial reporting purposes.

General Funds account for all financial resources not accounted for and reported in Special Revenue Funds, Capital Project Funds or Debt Service Funds.

Financial Statement Reporting

Classifying Fund Balance Amounts for each fund is the responsibility of the City of Santa Cruz Finance Department, under the authority of the Finance Director, and should be determined by applying the City's accounting policies to the composition of the ending fund balance. *Committing* funds requires the approval of the Library JPA Board prior to the end of the fiscal year of the reporting period. *Assigning* funds requires the approval of the Director of Libraries.

Order of Classification within each fund is determined by the fund's *nonspendable* amount and the remaining fund balance. All *nonspendable* funds (inventories, prepaid expenditures, etc.) must always be classified first, even if this action creates a deficit *unassigned* fund balance. The Library JPA establishes that, unless prohibited by legal requirements, the following fund balance category order should be used when classifying remaining funds:

- restricted
- committed
- assigned
- unassigned

The Library JPA also establishes that, unless prohibited by legal requirements, the following fund balance category order is considered to be spent for incurred expenditure:

- restricted
- committed
- assigned
- unassigned

Each category should be exhausted before using funds from the next available category.

Stabilization Arrangements are funds formally set aside for use in revenue stabilization, capital outlay replacement, contingencies, emergencies, or other similar purposes. These arrangements are subject to the controls under which they can be spent, and may only be expended when certain criteria are met. The formal action which defines how and when these funds may be spent would determine which fund balance category they would be placed under (*restricted* or *committed*). Stabilization arrangements are still subject to the criteria of the fund balance category and placing funds under the *restricted* or *committed* category is not allowable if the action results in creating a deficit *unassigned* fund balance.

The City of Santa Cruz Finance Director recommends the Library JPA Board authorize the following fund balance amounts to be classified as “committed” for the Library JPA annual financial statement, period ending June 30, 2011:

Library JPA Operating Fund

- Fiscal year 2011 purchase order and contract balances to be carried forward to fiscal year 2012
- Fund balance at the end of June 30, 2011 for the purpose of establishing a stabilization arrangement to cover cash flow issues and unexpected expenditures in fiscal year 2012 and beyond, except as otherwise directed by the Board.

Contingency Reserve Fund (recommend deletion and funds moved to the Operating Fund)

Technology Reserve Fund

- Fund balance at the end of June 30, 2011

Capital Projects Reserve Fund (recommend deletion and funds moved to the Operating Fund)

Felton Branch Reserve Fund

- Fund balance at the end of June 30, 2011

MEMORANDUM

DATE: June 1, 2011
TO: Library JPB
FROM: Teresa Landers, Library Director ^{TL}
SUBJECT: 11/12 Budget

RECOMMENDATION:

That the Board adopt the attached budget for FY11/12 including carryovers and allocate the first \$100,000 in FY10/11 fund balance to the FY11/12 operating budget and the remainder to the committed fund balance for emergency/cash reserves.

BACKGROUND

The Board agreed at the May 2 meeting that it would review the final FY2011-2012 Budget at its June meeting. Also at the May meeting, accomplishments for FY10/11 and work priorities for FY11/12 were reviewed.

The areas that were identified for further review include:

1. Utilities: make sure they are adjusted properly for additional hours
2. Get final benefit numbers from the City budget office
3. Adjust personnel budget with more definitive figures for the new staffing plan, if available

REVENUES

The major change in the revenue projection is the receipt of the new population figures based on the 2010 Census. The percentage allocated to Santa Cruz is .11% lower than in previous years. The net effect on estimated 11/12 revenues is approximately a \$15,000 decrease.

	2010	2011	Change
Santa Cruz City County Library System	77.50%	77.39%	- 0.11%
Watsonville Library	22.50%	22.61%	+0.11%
Totals	100.00%	100.00%	0.00%

The new fund balance policy required a review of the various reserve funds. It has been recommended that two of those funds be discontinued and the funds added to the FY11/12 operating budget:

- Contingency Fund: \$9,487
- Capital Projects Fund: \$472

Fy10/11 revenues were also adjusted for three grants that have been received this year but were not included in the original budget and will each only be partially expended this fiscal year. One is a grant from the County Office of Education for \$12,500. Second is for the new ILS (\$32,000) and the third for staff transition training (\$38,000).

EXPENDITURES

PERSONNEL

The draft budget presented a larger than estimated increase in PERS and medical benefits costs bringing total benefit costs to 49% of salaries. This increase consumed much of the cushion that had been built into the service model. This has been reduced but is still 47.5%. There was also a discrepancy found in the calculation of estimated expenditures for part time staff which has been corrected.

The analysis of the job specifications has resulted in recommended compensation for the new job descriptions. This resulted in a \$105,831 increase in salaries over what had been the working model. With 47.5% for benefits, an additional \$50,270 is needed. This results in a total additional amount of \$156,100 for the full year or \$78,050 for the half year; January to June 2012.

Based on consultation with the Human Resources Department a revised salary savings figure has been incorporated into the budget.

There is also the possibility of employing an Americorps Volunteer to help set up our new volunteer program. The cost of this is \$10,000.

The FY10/11 projected budget includes \$55,910 in salary savings as estimated by the City Finance Department.

UTILITIES

Utility costs were reviewed. We looked at FY0708 (most open hours in recent years) utility costs and inflated those by 3% then compared those figures to the draft budget. We have confirmed that we have adequately accounted for anticipated utility increases based on an increase in hours in January 2012.

No changes were made from the draft budget

CARRYOVERS

Three funds need to be carried over from FY10/11.

- Funding for the new ILS. Approximately \$65,000 of the \$207,000 (\$175,000 in Library funds and \$32,000 in grant funding) will be spent in FY10/11 and the remainder (\$142,000) will be expended by the end of September or early October when the final migration occurs.
- \$38,000 was received from a state/federal grant for staff training related to the transition to the new service and staffing models (PRESTO Grant). These funds must be expended by August 31, 2011. Approximately \$11,000 will be spent by the end of June and \$27,000 will need to be carried over to pay for expenses incurred in July and August of 2011.
- The Santa Cruz County Office of Education is partnering on a grant for the Summer of 2011 to provide parenting education through the Library. This grant is for \$12,500; of which \$7,960 will be spent in June and a balance of \$4,540 needs to be carried over to pay for expenses incurred in July and August of 2011.

SUMMARY

The budget as presented does show a deficit of about \$81,000 for FY11/12 which is very close to the differential caused by the new classification system. This represents less than 1% of the total budget and we should be able to manage to it as indicated by the positive year end position the past two years. By November/December the true personnel cost for the new service and staffing models will be known.

We anticipate ending FY10/11 with a net gain of approximately \$269,000 (after carryovers). The recommendation is to allocate the first \$100,000 of this to the FY11/12 budget and the balance (\$169,000) to the committed fund for emergency/cash reserves. As a reminder, when the new service model was approved it was agreed that no direct contributions to building the emergency/cash reserve would be made in FY11/12 so using part of the FY10/11 fund balance to cushion the FY11/12 transition to the new service and staffing models is not unreasonable.

The following chart summarizes the changes from the draft budget. It does not reflect carryover requests or projected savings in the FY10/11 budget.

	DRAFT BUDGET	FINAL PROPOSED BUDGET	NET CHANGE
REVENUES	\$ 11,002,651	\$11,047,475	\$44,824
EXPENDITURES	\$ 10,969,263	\$11,129,728	\$160,465
NET	\$ 33,388	(\$82,253)	(115,641)

FY 11/12 Budget Overview

	11/12 Proposed	10/11 Projected
Revenues		
Sales Tax	\$ 5,501,530	\$ 5,321,475
Maintenance of Effort	\$ 5,146,100	\$ 5,210,951
Grants and Donations	\$ 198,690	\$ 167,000
Other (Includes \$75,000 anticipated donations for materials (Fines, fees, Room rental)	\$ 251,196	\$ 321,221
Capital Projects Reserve Fund Transfer	\$ 472	\$ -
Contingency Reserve Fund Transfer	\$ 9,487	\$ -
Revenue Subtotal	\$ 11,047,475	\$ 11,020,647
Personnel		
Regular Full & Part Time	\$ 4,834,556	\$ 4,953,437
Temporary Wages	\$ 559,610	\$ 449,010
Misc. Personnel Costs (includes \$75,000 retirement incentive)	\$ 121,143	\$ 46,141
Benefits .475% + .143%	\$ 2,377,873	\$ 2,194,852
Salary Savings	\$ (200,000)	\$ (55,910)
Personnel Subtotal	\$ 7,703,192	\$ 7,587,530
Expenditures		
Information Technology	\$ 344,427	\$ 413,594
Hardware Maint. Service	\$ 16,700	\$ 55,275
Professional Services Other (Consulting)	\$ 28,000	\$ 54,000
Software Maintenance Services	\$ 133,343	\$ 95,626
Telecommunications	\$ 198,602	\$ 188,683
Computer Supplies	\$ 22,000	\$ 20,000
Eralt discount	\$ (79,218)	\$ -
Centralized Reference Technical Costs	\$ 25,000	\$ -
		figured into telecomm costs
Library Materials	\$ 959,819	\$ 714,350
Materials	\$ 769,269	\$ 567,000
Grants & Donations (books and periodicals)	\$ 75,000	\$ 25,000
Refunded Fines and Fees	\$ 2,000	\$ 2,000
Library Functional supplies	\$ 113,550	\$ 120,350
Staff Development	\$ 31,725	\$ 41,288
Travel	\$ 8,750	\$ 7,313
Training	\$ 13,975	\$ 13,975
LSTA Tuition	\$ 9,000	\$ 9,000
LSTA PRESTO Grant	\$ 9,000	\$ 11,000
Utilities	\$ 260,521	\$ 233,035
Water/Sewer/Refuse	\$ 86,640	\$ 55,085
Electricity	\$ 167,748	\$ 157,710
Natural Gas	\$ 26,133	\$ 20,280
Building O & M	\$ 635,664	\$ 706,090
Bldg O & M	\$ 143,800	\$ 141,994
Landscaping	\$ 17,000	\$ 21,145
Janitorial Services	\$ 125,000	\$ 100,000
Vehicle O & M	\$ 37,334	\$ 39,555
Bldg Equip & Rental	\$ 312,530	\$ 393,396
Moving Costs	\$ -	\$ 10,000
Supplies and Equipment	\$ 101,126	\$ 73,621
Office Supplies	\$ 11,700	\$ 16,200
Janitorial Supplies	\$ 18,360	\$ 18,000
Misc. Supplies	\$ 24,206	\$ 32,921
Office Furniture and Equipment	\$ 3,000	\$ 0
Other Equipment O&M	\$ 3,860	\$ 6,500
Capital Improvement/Maintenance	\$ 40,000	\$ -
System Services	\$ 740,234	\$ 705,141
Professional Services Fiscal	\$ 557,644	\$ 556,200
Unique Management Collection Agency	\$ 10,000	\$ 16,000
Insurance	\$ 68,330	\$ 66,490
Office Equipment O & M	\$ 8,320	\$ 5,020
Postage	\$ 9,500	\$ 12,000
Outsourced Courier	\$ 37,440	\$ -
Printing and advertising	\$ 20,000	\$ 24,000
Dues and Membership	\$ 19,000	\$ 17,471
Americorps Volunteer	\$ 10,000	\$ -
COE grant	\$ -	\$ 7,960
Debt Service	\$ 104,354	\$ 104,354
Loan Principal	\$ 40,961	\$ 40,961
Other Debt Principal	\$ 40,293	\$ 40,293
Loan Interest	\$ 19,600	\$ 19,600
Other Debt Interest	\$ 3,500	\$ 3,500
Expenditure Subtotal	\$ 3,177,870	\$ 2,991,463
Special Funds		
Technology Replacement Fund	\$ 75,000	\$ -
Vehicle Replacement Costs	\$ 73,666	\$ -
Special Funds Subtotal	\$ 148,666	\$ -
Reserve Funds		
Cash Flow/Emergency Reserve	\$ -	\$ 0
Reserve Funds Subtotal	\$ -	\$ -
Capital Projects		
Facilities Master Plan	\$ 100,000	\$ -
Special Funds Subtotal	\$ 100,000	\$ -
TOTAL EXPENDITURES/COMMITMENTS	\$ 11,129,728	\$ 10,578,993
Balance	\$ (82,253)	\$ 441,654
Carryovers (see below)	\$ -	\$ (172,540)
Net gain from FY10/11 to FY11/12 operating fund	\$ 100,000	\$ -
Balance	\$ 17,747	\$ -
Fund Balance to Committed Emergency/Cash Fund Balance	\$ 169,114	\$ -
Carryovers from FY10/11 to FY11/12		
New ILS \$207,000-\$65,000= \$142,000	\$ 142,000	\$ -
LSTA Grant \$38,000-\$11,000= \$27,000	\$ 26,000	\$ -
COE Grant \$12,500-\$7,960= \$4,540	\$ 4,540	\$ -
TOTAL CARRYOVER	\$ 172,540	\$ -

PARKING LOT ITEMS

TOPIC	RESOURCES/ RESPONSIBILITY	DATE
Redaction of personal information in LJPB packet	LJPB	7/2011 (after budget)
Process for replacement of Citizenmember Gorson	Teresa/LJPB	Oct
Branch owned collections purchased by local funds	Teresa	11/1/2011 (after new ILS)
Facilities Master Plan Discussion	Teresa	Sep-11

Santa Cruz Sentinel.com

Library board debates Scotts Valley lease: Legal dispute could hinder opening

By J.M. BROWN - Santa Cruz Sentinel

Posted: 05/02/2011 09:37:09 PM PDT

SANTA CRUZ - After more than 90 minutes of debate, the library board authorized the director of the 10-branch system to sign a lease agreement with the city of Scotts Valley for the new branch slated to open in six weeks. But the lease hinges on whether the city and county can work out disputed terms.

A long delay in approving the lease could hinder the June 18 grand opening for the facility, which has been decades in the making. The library board scheduled a special meeting for May 16 in case lawyers for the county, Scotts Valley and library can't iron out their differences.

The major problem centers around a 1990 agreement between Scotts Valley and county to open a library built by the city's Redevelopment Agency and run by the county for an annual \$1 lease. But the county hasn't officially made the Library Joint Powers Authority, which was created after the 1990 agreement, its official designee to the lease agreement.

The Board of Supervisors will consider designating the library board as its tenant Tuesday. Meanwhile, lawyers are working on other changes to the lease to align it with the 1990 agreement and subsequent updates.

The main sticking point is a clause the county wants that would place the Scotts Valley branch in the county's hands if the Joint Powers Authority is ever dissolved or if the county backs out of shared governance of the whole system.


"Why would we want to make it easier for a jurisdiction to get out of the agreement?" Scotts Valley City Councilman Jim Reed, a library board member, asked colleagues.

Reed said the city and its taxpayers would be reluctant to lease the library for \$1 per year to the county if the county ever left the library system. He also said the city is worried about paying a monthly \$7,000 fee to the county if it doesn't open the branch by late June, which is called for in a later version of 1990 agreement.

Some county officials think the county doesn't receive its fair share of library services for the property tax it provides. But the county's head lawyer and two supervisors on the library board made assurances Monday that the lease changes aren't designed to grease the county's eventual exit.

"It just doesn't do that," Supervisor Ellen Pirie said.

Monday, the library board also reviewed the budget that goes into effect in July. The system, which will implement a new service model that cuts personnel costs in January, is expected to take in \$11 million in revenue and spend \$10.9 million.




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The library is expected to finish the current fiscal year with a \$400,000 surplus, \$125,000 of which will be used to continue working on a new library management system. The other \$275,000 likely will be used for reserve, Director Teresa Landers said.

All of the library branches now have self-checkout systems, a projected funded by Friends of the Library, and Internet service has been restored to the Central and Capitola branches after a glitch in security software was fixed. The Friends fundraising group will host its annual book sale at the Civic Auditorium May 13 and 14, with a private sale for Friends members from 5:30-8 p.m. Friday and the public sale 10 a.m. to 2 p.m. Saturday.

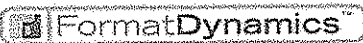



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Scotts Valley leaders discuss library dispute in closed session

By KIMBERLY WHITE – Santa Cruz Sentinel

Posted: 05/04/2011 09:24:32 PM PDT

SCOTTS VALLEY - City leaders went into closed session ahead of Wednesday's City Council meeting to discuss recent developments related to the new library, emerging only to reference "potentially pending litigation."

The library is slated to open June 18, but that may be delayed because of a dispute that's arisen between the city and county.

Councilman Jim Reed, who also sits on the Library Joint Powers Authority Board, said he and the county have "differing perspectives" on an amendment officials want to insert in the lease agreement. He declined to go into specifics.

"It's probably better that I don't say anything beyond that because of potentially pending litigation," he said.

A discussion of the disputed amendment was pulled from the agenda, and a public hearing on the lease agreement was continued to a future meeting.

In other business, City Manager Steve Ando held the first of several discussions leading up to the adoption of the 2011-12 budget in mid-June.

The city expects to bring in \$7.2 million in revenues from July 1, 2011 to June 30, 2012, and start out the fiscal year with \$2.6 million in reserves. That compares with revenues this year of \$6.9 million and reserves of \$2.5 million.

Of the revenues anticipated for the coming year, \$5.7 million are expected to come from taxes

and franchise fees. Slight increases in sales, franchise, property and other taxes will pump an additional \$115,400 into the city coffers, according to Ando's figures.

On the other hand, the city expects to spend nearly \$8 million, slightly more than in 2010-11. Salaries and benefits make up the bulk of that, or \$6.5 million. The city will save tens of thousands of dollars by leaving some positions unfilled, but those savings will be more than offset by higher retirement, group insurance and workers compensation rates.

However, city staff are expected to speak at a future council meeting about implementing changes in the city's retirement plan that could save nearly \$1 million over the next 14 years, according to the staff report.

Councilwoman Donna Lind thanked Ando for "taking the approach of budgeting for the worst-case scenario," a sentiment echoed by Mayor Dene Bustichi, who emphasized the city's financially responsible spending - and saving - habits.

"There have been no major housing developments or commercial developments in over a decade," he said, referring to the upcoming Blue Bonnet and Woodside




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development projects. "Those are the projects that help our redevelopment agency bring in property taxes, and commercial brings in retail taxes ... I think we're doing pretty well, all things considered."

Council members also unanimously approved slightly higher fees for various police, public works, planning, building and other fees. Charges for recreation, parks and use of the community center will remain the same except for a \$6 increase for tennis lessons, which goes into effect June 4.

Starting July 5, however, the city will begin charging 1.7 percent more for roughly one third of the services provided through other departments including planning, building and police. For example, a tree removal permit now costs \$595, but that'll go up to \$605 on July 5, while a re-roof permit will go up from \$246 to \$250.




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Scotts Valley leaders meet in closed session to discuss library

By KIMBERLY WHITE

Posted: 05/12/2011 01:30:07 AM PDT

SCOTTS VALLEY -- City leaders will meet in closed session this morning -- the second in as many weeks -- to discuss legal matters related to the new library, specifically the terms of a lease agreement.

At the meeting, council members -- acting as the Redevelopment Agency -- will direct the city attorney to include "some sort of verbiage in the lease agreement that protects the city and the hours of library operation," Mayor Dene Bustichi said.

The city wants to ensure the county operates the library for a minimum number of hours. Bustichi declined to go into details except to say that "floor" number will be between 34 hours per week -- the number of hours the current library is open -- and 54 hours, the number reached in a previous agreement between the two entities.

County staff involved in the talks could not be reached for comment Wednesday. However, the latest model for the 10-branch system adopted at last month's Santa Cruz County Library Joint Powers Authority meeting has the new branch open for 48 hours per week.

Supervisor Ellen Pirie, who also sits on the Library Joint Powers board, which operates most libraries in the county, said the county plans to designate the agency as the lease holder "assuming that we've reached an agreement on the lease." The issue is scheduled to come before the Board of Supervisors at its May 23 meeting.

Today's meeting follows another held Wednesday between city and county staff. Bustichi said he

believes both sides are close to reaching an agreement and that a lease will almost certainly be signed before the new library opens.


The library on Mount Hermon Road is scheduled to close May 22, and the new library on Kings Village Road is slated to open June 18.

But he added it may be a short, one-year lease that allows the library to open on schedule without locking either side into a 30-year agreement.

"We're looking to have some semblance of a guarantee if we're going to sign a long-term lease agreement," he added.

Bustichi acknowledged that a previous agreement between the city and county that dictated how many hours the library would be open was inked at a less financially dire time. And he said he understood the county's position that it doesn't want to enter into an agreement it may not be able to keep.

"The concern we have is if we're going to be doing a long-term lease for \$1 a year, we want provisions that the library is going to be open for




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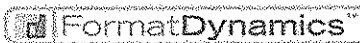
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a reasonable number of hours," he said.



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City, county continue working on details of library lease agreement in Scotts Valley

By KIMBERLY WHITE -- Santa Cruz Sentinel

Posted: 05/17/2011 05:52:43 PM PDT

SCOTTS VALLEY - Scotts Valley and county leaders have met in a flurry of closed-session meetings recently to work out details of a lease agreement for the city's new library. And though they remain tight-lipped about the details, both remain hopeful an agreement will be signed ahead of the library's scheduled opening on June 18.

The latest closed-session meeting came Tuesday, when county officials came up with a revision to the latest version of the lease. A meeting between the county's and city's legal counsel has been scheduled for today, ahead of today's City Council meeting when a public hearing is scheduled to be held.

"Hopefully an agreement will be reached tomorrow," Supervisor Mark Stone, who sits on the county's library board, said Tuesday.

The county will pick up the issue again at its May 24 meeting.

At issue is a 1990 agreement between the city and county to open a library that the county, or its designee, would operate for an annual \$1 lease. Scotts Valley wants the Joint Powers Authority to be named the lease holder, which county leaders say they're willing to do.

But language included in the latest amendment states that if the JPA is dissolved, or if the county decides to leave that body, the city would have to lease the library to the county for \$1. That's

raised the hackles of city leaders who say the county's backing out of a previous agreement. According to Scotts Valley Mayor Dene Bustichi, that agreement had the library open 54 hours per week.

But the latest model for the 10-branch system adopted by the JPA has the new branch open for 44 hours per week starting Jan. 1, with that number bumped up to 48 by July 1. That's second only to the downtown Santa Cruz branch, which will be open 56 hours.

Susan Mauriello, the county's top administrator, said in an interview last week that during previous discussions about the library, the county stipulated that "we could not foretell the future" and the county and city would be expected to work together to come up with a plan both could live with.

County leaders, including Mauriello and Stone, say the new library should be operated in the same way as similarly sized libraries in Aptos and Live Oak. The latest service model has the Aptos library open 48 hours per week, and Live Oak's 40 hours per week.

Councilman Jim Reed, who also sits on the library board, said it's fine if the county wants "everything to be codified in the lease," but any

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agreement has to include protections for both. He said he and the rest of the Council just want to ensure that if the city is going to enter into a long-term agreement, "we'll get a certain level of service in return."


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Scotts Valley leaders approve two-year library lease; ball now in county's court

By KIMBERLY WHITE – Santa Cruz Sentinel

Posted: 05/18/2011 09:36:57 PM PDT

SCOTTS VALLEY - City leaders voted unanimously at Wednesday's City Council meeting to approve a short-term rather than a 30-year lease agreement for a new library, saying it's now up to the county to decide whether it opens next month as scheduled.

"We're done negotiating," Mayor Dene Bustichi said after the meeting.

Before the library can open on June 18, some version of the lease must be signed between the city and the county. The lease Scotts Valley leaders approved Wednesday is scheduled to come before the Board of Supervisors at its May 24 meeting, but whether it's approved is another matter. Asked in an interview last week whether the county would entertain a short-term lease to give both sides time to work out their differences, Susan Mauriello, the county's top administrator, said the county would not.

The dispute is the latest clash between the city and county.

The lease obligates the city to lease the library to the county or the Santa Cruz County Joint Powers Authority for \$1 per year. But city officials care more about getting more operating hours and staffing levels - specifically, reference librarians - out of the county than about which entity actually holds the lease.

Ahead of the vote, Kirsten Powell, the city's attorney, gave a brief description of the revised

lease, explaining that it contains two substantive changes: The first changes its term from 30 years to two years, and the second acknowledges that a dispute has arisen between the city and county.

Neither party "has waived any rights regarding that issue by entering into this agreement," the lease reads.

Ahead of the vote, city leaders pointed out that the city's Redevelopment Agency spent \$8 million to build the facility on Kings Village Road, and that patrons will come from not only Scotts Valley, but also unincorporated areas.

"As we move forward into this short-term agreement, we're hoping that the county will see it as a good thing and a step forward so we can open our library ... We want the protections in place that allow the library to be open and staffed at the level the county promised us" in a 1996 agreement, Bustichi said ahead of the vote.

In other business, City Manager Steve Ando held another hearing on the 2011-12 budget, which is expected to be adopted in mid-June. Last month's discussion focused on the general fund budget, but Wednesday's centered on budgets for the city's senior and community centers and recreation department, as well as wastewater



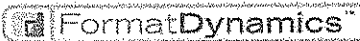
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and recycling funds.

The recreation program and wastewater fund both are expected to operate in deficit mode, Ando said, and council members agreed to consider implementing rate increases to help bridge the funding gap.

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County poised to endorse Scotts Valley library lease: Branch agreement would last two years

By J.M. BROWN

Posted: 05/24/2011 01:30:49 AM PDT

SCOTTS VALLEY -- The county Board of Supervisors is poised today to endorse a two-year agreement with Scotts Valley that puts the city's new library a step closer to opening next month.

Supervisor Mark Stone said the board is expected to designate the Library Joint Powers Authority as the county's representative on a lease with the city, whose leaders had sought a short-term agreement as protection against future county control of the \$8 million branch. The county wanted a 30-year agreement to create more permanency, and now the two sides will have to renegotiate before 2013.

"Two years in my mind is unfortunate," said Stone, who serves on the city-county library board. "I had hoped we could get something longer than that. After spending \$8 million, they are literally saying it's only guaranteed to be there for two years."

The row between the county and city over the library dates back more than 20 years and echoes an age-old battle in Santa Cruz County -- a tug-of-war over scarce resources between four small cities, even smaller unincorporated communities and the county government.

Scotts Valley and the county agreed in 1990 that the city would build a library and lease it to the county for \$1 per year. It wasn't until recent years -- after the library system became a city-county entity -- that Scotts Valley collected

enough redevelopment money to buy land and build the branch.

But a tense debate this spring over whether several small

branches in the county might close revived perennial concerns about unincorporated areas not receiving their fair share of service. Scotts Valley leaders became concerned about how many hours the branch would lose to keep smaller sites open.

Although library trustees ultimately voted against closures, suspicion stirred among city officials that the Library Joint Powers Authority might be dissolved in coming years or the county might pull out. Either scenario would leave the city essentially leasing its library free for decades to the county, which could decide how many hours to keep it open for city taxpayers who footed the bill.

"If the JPA goes away, the county controls the library; if the county pulls out of the JPA, they control the library," Councilman Randy Johnson said Monday. "On lots of levels that doesn't seem fair."

The lease states the branch will be open as many hours as its peer branches, Aptos and Live Oak.

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But the county was reluctant to set a specific number.

Stone said the county doesn't intend to abandon the Joint Powers Authority, calling such suspicion "nonsense."

The library board could consider the lease at its June 6 meeting, or call a special meeting sooner.

Either way, Library Director Teresa Landers said the new branch will be ready by the June 18 grand opening if the lease is approved. The old branch closed Sunday to start preparing materials for the move.

"I'm optimistic and full of faith that it's going to happen, that it's going to work out," Landers said. "I understand the other parties have issues and they can work those out, but don't do it at the expense of the community."

Elizabeth Walch, president of the Scotts Valley chapter of the Friends of the Library, which raised \$200,000 for the new branch, said the tiff between the city and county cast a shadow on what should have been an exciting time. She said she wishes the lease was for longer, but said the county and city now have some time to iron out any mistrust.

"At least it allows us to open and cooler heads to prevail," she said. "That is a good thing."

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Scotts Valley library staff prepares for new branch

by Press-Banner

05:02,11 - 10:38 am

The grand opening of the new Scotts Valley Branch Library is just around the corner. On June 18, the 13,000-square-foot library will open on Kings Village Road, across from Cavallaro Transit Center and down the street from the Scotts Valley Community Center.

The present branch, in the Kings Village shopping center will close May 18, and in the meantime, the library has announced temporary changes to its borrowing practices.

As the move approaches, library workers are eager to settle into the new space.

“They’re very excited about it,” branch manager Gail Mason said. “It’s a whole new way of serving the public. We’ll have the ability to bring more programs and increase what we provide for people.”

Mason noted that the library will add borrowing of Blu-Ray discs, a media wall, a teen game area and new materials.

n Beginning May 16, there will be an extended loan period of six weeks for materials checked out from the existing branch. The book drop there will remain open until May 31.

n Beginning May 1, Scotts Valley users should choose a different branch to pick up any requested items. If a requested item becomes available while the Scotts Valley branch is closed, the default pickup location will be the central branch in downtown Santa Cruz.

n On May 10, the Scotts Valley branch will no longer be allowed as an option to pick up materials requested via the website.

n The library’s summer reading program begins June 13. Scotts Valley staff will distribute materials two to three hours each day at the new branch on Kings Village Road until the library opens officially June 18. Library users can check www.santacruzpl.org for more details in June.

The Scotts Valley branch opening will be a bright light during a tumultuous year for the library system in the county. In March, after months of discussion and debate, library leaders decided on a service model that will keep all 10 branches in Santa Cruz County open.

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14th Annual Queer Youth Leadership Awards

Saturday, May 14th 2011
San Lorenzo Valley High School



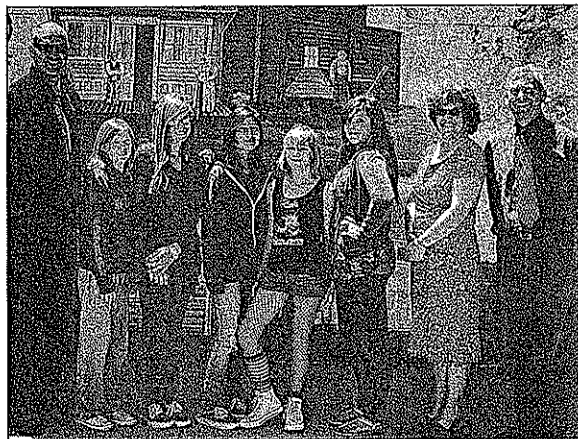
ORGANIZATIONAL ALLY TO QUEER YOUTH AWARD



Santa Cruz Public Libraries ✨

— Awardee

As a safe space for young people to spend time studying, reading, or using the computers, the Santa Cruz libraries have become a source of vital information for many of our young people. Demonstrating the library system's dedication to the empowerment of young people and queer youth, a portion of the young adult section is dedicated to information regarding community services, safety, and queer literature among many other valuable sources of information vital to the health of all young adults such as date rape, drug abuse, alcohol, and depression. The library offers queer youth the opportunity to explore themselves in a safe and positive environment, something that is essential in cultivating confident, intelligent, and empowered young people. By having a visible public organization like the library recognize, welcome, and celebrate queer youth, it is sending a powerful message to the larger community. The Santa Cruz Public Libraries have chosen to stand in solidarity with all of its young members by providing them with uncensored access to the information they need to grow and critically think of themselves and the world around them. Through this access to information, our young people are empowered to be the best they can possibly be.



Aptos Junior High School Gay-Straight Alliance (GSA)

— Nominee

Always known in the county as one of the most vibrant and active Gay-Straight Alliances, Aptos Junior High School has continuously set the bar high for other schools. Under the loving supervision of Leslie Smith, these young students have taken their energy and transformed their campus and county into a safe and affirming place for all. They have created an anti-bullying pledge that has now been used by eight countywide schools as well as selling more than 1,000 rainbow bracelets, donating all proceeds to the Trevor Project. There is no shortage of energy or dedication among these young people and

their president Kate Garrett has been a featured author in the local publication "Growing Up Santa Cruz" highlighting the importance and prominence of the Aptos Junior High School GSA. Meeting weekly, the group reads fiction and non-fiction books about LGBT youth as well as using the time to problem-solve, plan activities, and self-educate. Perhaps more than any other time, middle school is a critical age for interrupting homophobic and transphobic language and consciousness; these students tackle this difficult task through active engagement and a loving solidarity with one another.



*Certificate of Special
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2011 Organizational Ally to Career Youth Award

*in recognition of outstanding and invaluable
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May 14, 2011

DATE

Sam Law
MEMBER OF CONGRESS

Santa Cruz County Board of Supervisors Proclamation

HONORING SANTA CRUZ PUBLIC LIBRARIES

WHEREAS, the mission of the Queer Youth Leadership Awards is to improve the lives of Gay, Lesbian, Bisexual, Transgender, Intersex, and Questioning youth by increasing the positive awareness of queer youth leadership and increasing safe and welcoming environments at home, at school, and in the community; and

WHEREAS, the Organizational Ally to Queer Youth Award recognizes an organization that has made significant contributions to improving the lives of LGBTIQ youth in Santa Cruz County; and

WHEREAS, as a safe space for young people to spend time studying, reading, or using computers, Santa Cruz Public Libraries provides a host of vital information for many of our young people; and

WHEREAS, a portion of the library system's young adult section is dedicated to information regarding community services, safety, and queer literature, among many other valuable sources of information vital to the health of all young adults such as date rape, drug and alcohol abuse, and depression; and

WHEREAS, our local library system offers queer youth the opportunity to explore themselves in a safe and positive environment, which in turn helps cultivate confident, intelligent, and empowered young people; and

WHEREAS, by having a visible public organization like Santa Cruz Public Libraries recognize, welcome, and celebrate queer youth, the library system is sending a powerful message to the larger community; and

WHEREAS, Santa Cruz Public Libraries has chosen to stand in solidarity with all young members by providing uncensored access to the information needed by young people to grow and critically think of themselves and the world around them, thereby empowering young people to reach their greatest potential.

NOW, THEREFORE, I, Mark W. Stone, Chairperson of the Santa Cruz County Board of Supervisors, hereby honor and recognize Santa Cruz Public Libraries as the recipient of a 2011 Organizational Ally to Queer Youth Award.



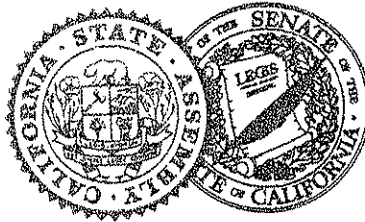


Chairperson, Board of Supervisors

May 14, 2011

Date

California State Legislature



Certificate of Recognition

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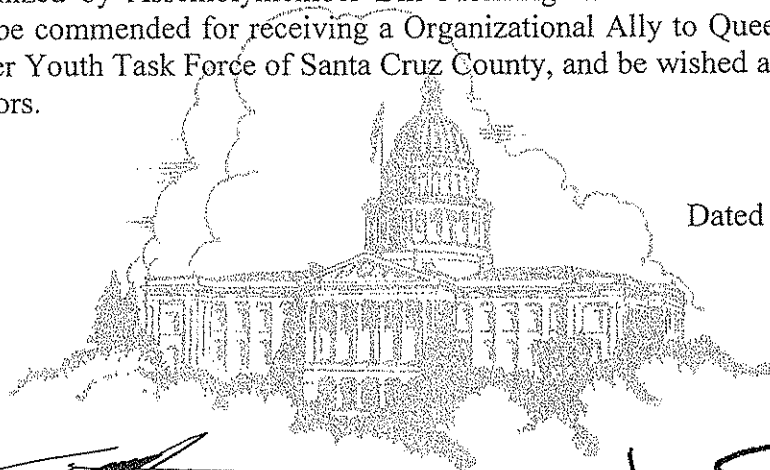
By the Honorable Bill Monning, 27th Assembly District,
And the Honorable Joe Simitian, 11th Senatorial District


Whereas, Santa Cruz Public Libraries been named as a 2011 Organizational Ally to Queer Youth Awardee by the Queer Youth Task Force of Santa Cruz County; and

Whereas, A public place for learning, Santa Cruz Public Libraries has demonstrated exceptional leadership as an activist for Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) rights and social justice; now, therefore, be it

Recognized by Assemblymember Bill Monning and Senator Joe Simitian that Leslie Smith be commended for receiving a Organizational Ally to Queer Youth Award from the Queer Youth Task Force of Santa Cruz County, and be wished all the best in his future endeavors.

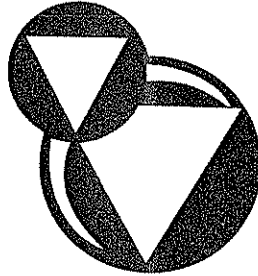
Dated this 14th day
of May, 2011




ASSEMBLYMEMBER


SENATOR

14th Annual Santa Cruz County
Queer Youth Leadership Awards



Santa Cruz Public Libraries
Organizational Ally to Queer Youth Award

Saturday, May 14th 2011
San Lorenzo Valley High School, Felton

People are People
Celebrating Youth Leadership

Honoring Queer Youth Leaders, Allies and Organizations



FOR IMMEDIATE RELEASE

April 29, 2011

Contact:

Gwendolyn Mitchell/Marina Hinestrosa
Office of Public Affairs
(408) 299-5119

Melinda Cervantes/Derek Wolfgram
Santa Clara County Library
(408) 293-2326 ext. 3001/3002

Santa Clara County Library Authority to Charge New Library Card Fee for Non-Residents of Library District

SANTA CLARA COUNTY, CALIF.- In response to dramatic reductions in State funding and an increasing demand for library services, on Thursday the Santa Clara County Library District Joint Powers Authority approved an \$80 annual library card fee for non-residents of the District, effective July 1, 2011.

Since 1988, the State has reimbursed public libraries for lending materials to non-residents of their district, and any resident of California could get a card at any public library in the state. Demands for service have increased to a point that the Santa Clara County Library District lends far more books to non-residents than District residents borrow from other libraries. At one time, the Library received over \$2 million annually to partially reimburse the cost of this service.

In the midst of an increasing deficit, the Governor's proposed budget includes the elimination of \$30.4 million in state funding for three of California's most valuable public library programs: The Public Library Foundation, the California Literacy Program and the Transaction Based Reimbursement, a cooperative system of borrowing and loaning books that has existed statewide for several decades. The State Budget for Fiscal Year 2012 eliminates all funding for public libraries, including those that are part of the Santa Clara County Library District.

"We know how popular and valuable the Santa Clara County Library District services and programs are, but we have to have the funding to continue to offer them to non-residents," said County of Santa Clara Supervisor Liz Kniss, Delegate to the Santa Clara County Library District Joint Powers Authority. "An annual fee for non-residents will extend County Library privileges to them, including access to an impressive collection of materials and resources. There will continue to be no fee for residents of the Library District."

Out of the current 356,107 Santa Clara County Library District cardholders, 202,559 are residents of the District. The remaining 153,548 or 43 percent of all cardholders do not reside in the Library District. Without the reimbursement from the State for serving non-residents of the Library District, the Santa Clara County Library District Joint Powers Authority concluded that charging an annual fee for service is justified.

To be eligible for a Santa Clara County Library District card, people must reside in one of the nine cities that belong to Santa Clara County Library District Joint Powers Authority: Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Milpitas, Monte Sereno, Morgan Hill, Saratoga or in the unincorporated areas of Santa Clara County. People living in the cities of Los Gatos, Mountain View, Palo Alto, San José, Santa Clara and Sunnyvale will continue to have access to their city libraries at no cost to them, and they will have the choice to purchase a County Library District card as a value-added service. The benefit of having a County Library card is that an individual or family may borrow up to 100 items at a time, per card from District libraries.

"Rather than cutting services to tax-paying residents, the fair choice is to charge an annual fee to non-residents who benefit from the Library District," said Melinda Cervantes, Santa Clara County Librarian.

Library Authority to Charge New Library Card Fee for Non-Residents-Page 2 of 2

"Everyone is welcome to visit and use materials in the Library, regardless of where they live," said Dion Bracco, Chair of the Santa Clara County Library District Joint Powers Authority. "This non-resident fee to enjoy Santa Clara County Library District services is comparable to the average of non-resident fees charged by public libraries nationwide and to what it costs the Santa Clara County Library District per capita to operate the Library."

Santa Clara County Library collection includes 1.8 million books, videos, CDs, DVDs, audiobooks, ebooks and extensive online resources that users can access from home or work.

About the Santa Clara County Library

Established by the County Board of Supervisors in 1914, the Santa Clara County Library District serves residents of Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Milpitas, Monte Sereno, Morgan Hill, Saratoga and the unincorporated area of Santa Clara County. It also includes two bookmobiles and an online library. In 2010, the Library loaned over 12 million items to 3.8 million visitors.

Santa Clara County Library is one of the top 100 libraries in the United States. For eleven years, it has ranked as one of the best in the nation for its size by *Hennen's American Public Library Ratings* which uses 15 different benchmark measures such as collections, circulation, visits and customer service. Also recognized as one of America's 2010 Star Libraries by *Library Journal* and with more than 3.8 million visits each year, Santa Clara County Library is one of the most-used public resources in the region. Visit Santa Clara County Library online at www.santaclaracountylib.org

#

News & Events

USC Dornsife/Los Angeles Times Press Release

[< Return to the USC Dornsife/Los Angeles Times Poll page](#)

The Book Is Not Dead: 80 Percent of Californians Have Read a Book for Fun in the Last Month
Of those who own an e-reader, about one-third say they read more since getting it.

Media Contact: Suzanne Wu at (213) 740-0252 or suzanne.wu@usc.edu

LOS ANGELES — April 27, 2011 — Despite hectic lives and competition from other forms of media, Californians are voracious readers and steadfast book lovers, according to results from the latest USC Dornsife College/Los Angeles Times Poll. Two-thirds of Californians say they like reading “a lot” and about one-fourth read at least a book a week.

About 18 percent of the Californians surveyed by the USC Dornsife/Los Angeles Times Poll own a e-reader such as a Kindle, a Nook or an iPad.

For almost all of these tech-savvy readers, getting an e-reader has reinforced or enhanced the amount they read — 96 percent of those with an e-reader read the same amount or more books than they did before, including 34 percent who say they read more books now that they have an e-reader.

A few days before the Los Angeles Times Festival of Books is expected to bring 150,000 book lovers — including rock icon Patti Smith, who once shelved books in a bookstore — to the University of Southern California campus, the newly released poll reveals the extent to which Californians are devoted book readers. Sixty-one percent of Californians surveyed spend at least three hours a week with their noses buried in a book.

This includes 31 percent of Californians who spent at least seven hours a week reading books for pleasure, and 17 percent who devote more than ten hours a week.

“These results reinforce quantitatively what we experience anecdotally: that people continue eagerly turning to books, in all their forms, for wisdom, entertainment, and exploration,” said Catherine Quinlan, dean of USC Libraries. “The Los Angeles Times Festival of Books is the nation’s largest public literary festival, and we are delighted to offer all of our visitors this rich opportunity for discovery at USC.”

A large majority — 80 percent — of Californians surveyed report reading at least one book in the last month. Of these, half are habitual readers: 40 percent of Californians read at least three books in the last month.

More Californians said they buy books in brick-and-mortar bookstores than online. But the single most popular place for Californians to pick up a book is at the library. More than one-quarter (26 percent) of Californians get the majority of the books they read from the library, including 30 percent of Latinos surveyed.

077

Library book lending machine opens at Millbrae BART Station

BART customers are now able to borrow a book on their way to their train at Millbrae Station, handed to them by the robotic arm of a new book lending machine. BART and the Peninsula Library System (PLS) unveiled a "Free2Read & Ride" book lending machine on the concourse level of the station during a ceremony on Thursday, May 5, 2011.

Anyone who has a library card for one of the PLS libraries can use the machine to borrow one or more of the 500 available books.

"Offering these types of amenities is one of the ways we can encourage more people to use public transportation," BART Board President Bob Franklin said. "BART's 95% ontime performance is already a strong incentive for commuters to ride BART, but the added benefit of being able to borrow a best seller and to settle in for a little reading while you're commuting makes BART even more attractive."

BART has a similar program in the East Bay but this is the first West Bay station to get a machine. BART was the first transit agency in the country to offer this service to customers with the opening of the first machine (called Library-a-Go-Go) in May 2008 at the Pittsburg/Bay Point Station.

"Just as our East Bay customers have enthusiastically embraced Library a-Go-Go, I'm sure our San Mateo County customers will be equally happy," said BART Board Member Joel Keller. Keller has been selected as the first-ever Millbrae liaison from the BART Board. "We are always looking for ways to improve our riders' experience on BART and this certainly fills the bill."

The Free2 Read & Ride machine features a touch screen, similar to an ATM screen, that library card-holders use to select books. The books are then delivered through an opening in the front of the unit by a robotic arm.

"Public Libraries are innovating daily and finding new ways to bring information, programs, and services to their communities," California State Librarian Stacey Aldrich said. "The California State Library is pleased to be able to support the new book dispensing machine at the Millbrae BART station, which will give commuters an opportunity to find something wonderful to read as they make their daily commutes. Public libraries in 2011 are not just about single buildings but services distributed throughout the community to meet people at their point of need."

This project is brought to the public by the members of the Peninsula Library System (PLS): Burlingame Public Library, Daly City Public Library, Menlo Park Public Library, Redwood City Public Library, San Bruno Public Library, San Mateo County Library, San Mateo Public Library, South San Francisco Public Library and the San Mateo Community College District Libraries in cooperation with BART and in partnership with the California State Library.

Updated version of story originally posted April 29, 2011

METHODOLOGY SERIES

LIBRARY FUNDING: WHAT NEXT?

There's no doubt about it, the November 2010 election results were some of the worst for California revenue measures. Parcel taxes went down to defeat in record numbers. And, yet with all the funding challenges, budget cuts and election proposals from Sacramento, does that mean California libraries can no longer look to bonds for facilities and other taxes for help in meeting budget shortfalls? It's true that there are many who feel that these taxes are not going to be a viable option any time soon. We at Godbe Research respectfully disagree and here's our analysis of what happened in November 2010, and how revenue measures can win even in a tough political and economic climate.

November 2010: The "Perfect Storm"?

Only 42% of city and county special taxes passed at the two-thirds level required, and school parcel taxes were hit even harder with only 2 of 18 passing. What happened? In our opinion, the November 2010 elections brought together a unique set of circumstances that resulted in a higher than usual number of electoral defeats. They are as follows:

Election turnout challenges: Mid-term elections, like November 2010, are generally not as advantageous for tax measures. The size of the turnout is typically 20% less than in presidential elections and the off-year strategy often won't work either. More specifically, the mid-term election voter trends more conservative, therefore less likely to vote for a revenue measure.

Our struggling economy: It's no secret that an economy in deep recession made it harder for mid-term voters to feel generous towards revenue measures. Unemployment of greater than 10% and a continued soft housing market did not help to engender support for increasing taxes, even among some key constituent groups such as parents or younger voters.

Anti-tax and anti-government political advertising: On the political front, the Tea Party anti-tax message had reached a crescendo. News reports and legal charges about corruption in California city administration were in the headlines as well. Add to this the preponderance of anti-tax and anti-incumbent candidate advertising and messaging during the campaign, making the mid-term voter who is already predisposed to voting against tax increases more negative and influencing those that may have otherwise been potential swing voters.

Is There Any Hope for the Future?

Simply put, yes. The 2011 election opportunities probably will not include the unique combination of circumstances that plagued the November 2010 elections. A potential statewide election aside, the 2011 election year will be "quieter" in terms of candidate advertising, with likely less intense anti-tax "background noise." While there is still the possibility of local opposition to revenue measures, it will not have the combined resonance of the national and statewide anti-tax political messaging as in November 2010. Additionally, the 2012 elections will likely be advantageous as well, due to the higher turnout of a presidential election. Although there will be increased campaign messaging and advertising that could focus on defeating taxes in general, the likely voter universe will be far different from the mid-terms weighted less towards the more conservative voter. Also, the economy will hopefully be improved by 2012, which would have a positive influence on parcel tax outcomes. Plus, libraries enjoy a double constituency, senior citizens and parents of school aged children. This was particularly helpful in the June 2010 election when four library parcel taxes passed.

However, even with all of the advantages of 2011 and 2012, any library thinking about a revenue measure should be following some basic rules in order to be successful. Winning in any political environment takes discipline and doing your homework.

Steps to a Successful Revenue Measure

In a nutshell, these are the critical steps that will greatly increase your chances for success.

Start early. Ideally, you should begin the process at least one year from the election date.

Figure out what you need. The first step is to decide what need you want to address. For instance, do you need funding for maintaining your programs, hours and staff, or do you need capital improvement funding to build new libraries or renovate/enlarge current facilities? This will dictate the type of revenue measure you can pursue and those options are described below. We have also provided an easy method for estimating the financial benefit you could reap from each type of revenue measure.

Facilities Funding: This can best be addressed with a bond measure.

Operating Costs Funding: This can be addressed by a variety of revenue measure types, depending on whether you manage a city or county library, or stand-alone library district. City libraries can pursue a





parcel tax or a share in any general tax that will benefit the general fund. County libraries can pursue a parcel tax, share in any general tax that will benefit the general fund, or obtain voter support for a special library sales tax. District libraries can pursue their own special parcel tax or bond.

Here are quick methods for determining the ballpark amount you can potentially reap from each type of revenue measure.

Bond Measure: To determine a ballpark amount, take the assessed valuation in your jurisdiction and determine what amount is affordable per \$100,000 of value for your homeowners. Your financial advisor or underwriters can give you more detailed information.

Parcel Tax: The proceeds from a parcel tax are very easy to calculate. Check with your County Assessor's Office to find out the number of taxable parcels in your jurisdiction. Then, multiply the number of parcels by the various tax rates you are considering.

Sales/Use Tax: To calculate the potential benefit from a local sales/use tax, take a look at your current sales tax receipts, in other words, the one percent of sales tax that is your local government portion of the current statewide sales tax in your jurisdiction. This is your "local sales/transaction tax rate." To figure out what you could potentially receive from an additional sales tax, calculate the percentage that you are considering taking to the ballot, which will be the "local sales/use tax rate." Keep in mind that the actual revenue will end up being a little less than your calculations due to "leakage" from those transactions that will be sold (or delivered) and "used" in a different community.

Know where you stand. Begin with a poll to determine the support levels within your community. Without this information, you have no way of knowing how to strategically plan your measure or campaign.

Keep expectations realistic. Heed the advice of your pollster, and stay on the conservative side of your polling results. Chances are good that your poll results will not support getting all the monies you need. Think in terms of getting what you can. Something is better than nothing, and getting a little and spending it wisely will help to show voters that the library can be trusted to spend tax proceeds according to its promises. Then, you can always try again for more at a later date.

Get a consultant on board. Don't try to go it alone. Hire a professional with a winning track record to manage the public information component. They have specialized expertise for which there is no substitute. Equally important is recruiting community members to set up an independent campaign committee, and marshalling the volunteer and financial resources necessary to win.

Develop a comprehensive package. Determine what your bottom line needs are and what it will take to accomplish those goals. Then craft your measure accordingly, taking your polling results and community input into account.

Don't Give Up

While the November 2010 elections were discouraging to say the least, there is no reason that you cannot be successful in 2011 and 2012. At Godbe Research, we are always available to assist you and to discuss your polling options. Please feel free to contact us. We're here to help.

About Godbe Research

For more than 20 years, Godbe Research has been assisting California libraries, cities, counties, and school and community college districts by providing accurate and reliable measures of public opinion. We conduct quantitative and qualitative studies to address revenue measure feasibility. Our revenue measure studies help our clients by:

- Assessing baseline support for revenue measures of all types
- Identifying the highest achievable tax threshold
- Determining the arguments and features of the measure that will increase support
- Evaluating the need and content for a public information campaign
- Determining the best election in which to place the measure on the ballot
- Packaging a measure for success with the right ballot statement

For More Information:

www.godberesearch.com

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T: 650.288.3020 F: 650.288.3003

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T: 866.835.9273 F: 866.388.8510

Pacific Northwest 601 108th Avenue NE, Suite 1900, Bellevue, WA 98004
T: 425.747.0414 F: 866.388.8510



GODBE RESEARCH
Gain Insight

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MAY 31 2011

May 23rd, 2011

Ed Silveira
The Villa De Branciforte Preservation Society
150 Belvedere Terrace
Santa Cruz, Ca 95062

(831) 475-9205

Joint Powers Library Board
Santa Cruz City-County Library
117 Union Street
Santa Cruz, CA 95060

Thank you for your response concerning the Branciforte Municipal Library within our historic Branciforte neighborhood. The administrators are threatening to violate an existing agreement and verbal contract between the Santa Cruz City-County Library District and the Villa De Branciforte Historic Preservation Society (hereafter referred to as the "Foundation"). This agreement requires the Branciforte neighborhood library maintain a small case with significant historical artifacts dating back over 150 years. The preservation and display of our community history is vital to current and future generations. Removal of these artifacts will have a desultory effect on the residents of Santa Cruz County. Exhibit #1 (See reference Letter dated May 10th, 2011 from Teresa Landers-Library Director)

The Branceforte Library Branch has been an advocate of preserving local history since 1979 when a collection was established by the Genealogical Society of Santa Cruz Co. This collection has been expanded and is now housed at the Central Branch.

In 1892 artifacts from Villa De Branciforte were displayed at the 1892 California State Fair in Sacramento. It was a very popular display indicating the importance of historical artifacts to the people of California. Our community should have the opportunity to take pride in their own heritage made possible by ensuring these items are displayed for all to see and appreciate. Exhibit #9 (See copy of newspaper article from The Daily Surf August 30, 1892)

The administrators demanded the artifacts and case be removed by May 25, 2011. However the Foundation was never notified or consulted about this decision. Since 2007, the Branciforte Library has been an advocate and partner in retaining the on-going collection of newly found historic artifacts. Originally called the "East Side" branch, the name was changed to "Branciforte" in 1967 to honor the rich history of the Branciforte community and to serve the City and County of Santa Cruz. Exhibit #2 (See Newspaper Article from Santa Cruz Sentinel - Sunday Oct. 8th, 1967).

Library Director Teresa Landers has demanded that we remove the case to make room for a future teen center. The case containing the Branciforte artifacts is very small and could be relocated elsewhere within the Library. Linda Gault, the previous Manager of the Branciforte Branch, recognized the importance of displaying the artifacts in a local gathering place for educational purposes. The Foundation and Linda Gault negotiated a verbal contract on January 23, 2007 for this express purpose. Exhibit #3 (See reference letter of correspondence from Linda Gault to the Villa de Branciforte Preservation Society dated January 23rd, 2007).

Gault sent a follow up letter on November 15, 2007 which confirmed the importance of having the Branciforte artifacts on display. She states: "...display...has created quite a bit of interest from the public and has started dialogue within the community about its historic significance". She continues "The Branciforte Library is a logical place for the exhibition and storage of items and I would like to have the branch continue to play a prominent role in providing education and information about an area close to the branch and sharing a common name.

We are already having people stop by the branch to inquire about Villa de Branciforte after seeing the historic landmark signs on Hwy 1 near the exit to Morrissey Blvd. It is fortuitous we have the Villa De Branciforte display of artifacts to provide more information about the historic site..." Exhibit #4 (See Letter from Linda Gault to The Villa De Branciforte Preservation Society-dated November 15th 2007.)

In her last letter dated February 6th, 2010, Gault indicates that since the display case is locked, she did not foresee any problems keeping it at the Branciforte Branch. Exhibit #5 (February 6th, 2010 letter from Linda Gault-former Branch Manager).

In July 2010, Library Public Services Manager Merritt Taylor requested that all the existing artifacts on display be numbered and catalogued. This request was fulfilled and I responded with a letter dated July 12th, 2010 indicating I had numbered and photographed all the artifacts in the case at the Branciforte Branch. Exhibit #6 (Artifact Numbering Compliance Letter of July 12th, 2010 from The Villa De Branciforte Preservation Society to Ms. Merritt Taylor)

In October 2010, the Foundation received an elaborate contractual agreement (specific to the Villa de Branciforte Historical Artifacts display) from Merritt Taylor which had been drawn up by City Attorney John G Barisone. This document was presented to the attorney for the Foundation who suggested adjustments to the agreement. However, these adjustments were rejected by the City Attorney.

Subsequently in October 2010 the Foundation received a letter from Merritt Taylor demanding The Villa De Branciforte Preservation Society remove all of its exhibits within two weeks (no later than November 13) or "we will have the police remove the items and place them in the lost and found center at City of Santa Cruz Police Department" unless they received a signed contract agreement from the Foundation. Exhibit #7 (Letter from Merritt Taylor to Ed Silveira dated October 25th, 2010).

It is possible Merritt Taylor was not aware the Library already possessed a standard contractual agreement for non-profits with regard to display cases. However this standard agreement for displays only allows for a 30-day period which was unacceptable to the Foundation.

I met with City Attorney John G. Barisone on January 27th, 2011 regarding the Branciforte Library now requiring a contract for permitting the continued display of the artifacts case. Barisone was also frustrated he had been requested to write a new contract when the standard contract was acceptable with minor changes. Mr. Barisone concluded our meeting by indicating he was okay with the Foundation signing the original city agreement, with indicated changes including the donation of the display case to the Library. His commented intended to contact Landers and Merritt regarding the situation.

Compared to the standard agreement for non-profits, the new contract with the Branciforte Library included more stringent contract stipulations than was originally required by our Foundation. Exhibit #8 (Standard Display Reservation Form-Santa Cruz Public Libraries).

In summary - events, we are requesting your support and final direction leading up to the Joint Powers Board meeting on June 6th, 2011. Our goal is to preserve our community's significant history by continuing to display artifacts in a free public environment. Preserving artifacts, local history and cultural resources in one central location within the Branciforte neighborhood benefits the citizens and children of the City and County of Santa Cruz. Please let me know if you wish me to provide you any additional information, prior to the meeting.

Sincerely

Ed Silveira-Founder
The Villa De Branciforte Preservation Society

cc: County Commissioner Mark Stone 5th District
County Supervisor's Anaylist Maureen McCarthy
Congressman Sam Farr
Attorney John Barisone
Friends of the Santa Cruz Library



SANTA CRUZ • PUBLIC
LIBRARIES
A City-County System

May 10, 2011

Ed Silveira
150 Belvedere Terrace
Santa Cruz CA 95062

Dear Mr. Silveira,

I apologize for taking so long to get back to you after our last conversation. The future of the Branciforte branch itself was unsure and now that we have decided to keep it open, we are making a number of changes using some trust monies we have received for this purpose.

Over the past year we have unsuccessfully attempted to reach an agreement regarding display of your items. We have now decided to go a different direction with the space in which these items are situated. We are converting this area for use as a teen center. This is requiring us to relocate parts of the collection and other items in the physical space we now need for a teen area.

Because of this change we no longer have room to display and/or store your items. I am writing this letter to let you know that the Santa Cruz Public Libraries requests that you remove your display case and artifacts that are currently housed at the Branciforte Branch Library by May 25, 2011.

To make arrangements to pick up your items please contact the Branch Manager, Diane Cowen at 427-7706 ext 7763. I am confident we can work with you to find a convenient time even if the library itself is closed.

Thank you for understanding.

Sincerely,

Teresa Landers
Library Director

Cc J. Barisone
M. Taylor
D. Cowen

P.S.

lunch at the Big Tree

...cream, soda and ... next to postoffice. # ... and enjoy seeing the ... and fountain of spark ... partaking of the most ... to be had in this city. ...

W. R. C., will cele- ... brary Thursday eve- ... nic Hall. Entertain- ... to which J. F. Rey- ... B., and all old soldiers ... are invited. By order, ... FALKNER, President.

of Salt Lake has pur- ... the half interest in ... he Ben Lomond Wine ... owned by Messrs. ... of San Francisco. The ... ed by J. P. Coope ... ngs & Coope are now ... entire property con- ... vineyards on Ben Le ... cellar, buildings, rest- ... f-over 100,000 gallons ... o-'91, now cellared in ... he purchase was made ... ANDS.

CALIFORNIA.

of Nellie McHenry in ... rancisco.

n Francisco is saying ... ary:

Henry, the charming, ... edienne, is crowding ... nightly in A Night ... is large and demon- ... are thoroughly enrap- ... d-natured and hard- ... and express their ... ment outbursts of ap- ... at the Circus is a ... plot.

THE HISTORICAL EXHIBIT.

A Creditable Showing Made Through Ef- ... orts of the Native Daughters.

The brave little committee of Native ... Daughters who were appointed to make a ... collection of historical relics of Santa ... Cruz have worked faithfully and under ... numerous disadvantages. The result of ... their labors is an interesting exhibit and ... this has been packed in three cases ready ... for shipment to the State Fair at Sacra- ... mento.

It will be accompanied by Mrs. Ellen ... French and Miss May Linscott, members ... of the committee. The other members ... are Miss Nan Porter, chairman, Miss ... Stella Finkeldey, Miss Culverwell, Miss ... Oliver, Miss Picknell and Miss Adele ... Bennett.

Among the relics are a violin and a ... guitar made by Guadaloupe Castro, an ... aged Spaniard, who formerly owned a ... large tract of land at Escalona Heights.

A handsome shoulder shawl, of green ... satin with black velvet applique, sixty ... years old, owned and loaned by Mr. ... Francisco Alzina.

A millstone known to be the first us- ... ed in California for bolting wheat.

An old time United States musket, ... brought by Gen. Fremont across the ... plains, loaned by Mr. Trout of Soquel; a ... metate, used in making the hulled ... corn dough that surrounds tamales, ... loaned by Mrs. Clements; a stone mor- ... tar and pestle for making tortillas; an ... ancient Mexican saddle, an iron key, ... wrought by Indians for the door of San ... Antonio Mission, loaned by Mrs. John ... T. Porter.

Old documents loaned by County Clerk

A CONTENTED COLONY.

The African Church at Paso Robles ... Pastor

Rev. C. E. Jackson of the ... Methodist church of Paso Robles ... in interesting the people ... the welfare of the little church of ... he is in charge. The congregatio ... has recently been making some ... much needed improvements in ... building and, as there is no ... among them and as there are ... several churches of various den ... tions to be supported in Paso ... Elder Jackson has started out to ... \$225 to cancel the debt. He will ... tonight at Y. M. C. A. Hall up ... subject of "Masonry," a topic ... which he is familiar as he is past ... of two lodges.

Mr. Jackson was born in slave ... he and two companions had a ... who not only manumitted them p ... to the proclamation of emancipat ... gave them all an education. Mr. ... son who was sent to London ... years, remembers his old maste ... the greatest affection.

The little settlement of colored- ... in Paso Robles, consisting of a ... six people, as a colony from Nort ... lina, brought out in three or fou ... ent installments by W. R. Shacke ... Paso Robles and E. R. Steele of S ... Obispo.

They were selected by the ... Bishop C. C. Pettie, of the African ... ist church of North Carolina, from ... the church members and and am ... whole seventeen families there.

loaned by Mrs. Clements; a stone mortar and pestle for making tortillas; an ancient Mexican saddle, an iron key, wrought by Indians for the door of San Antonio Mission, loaned by Mrs. John T. Porter.

Old documents loaned by County Clerk Ed Martin, consisting in part of proclamations by Commodore Stockton and Juan Alvarado, an inventory of a store kept by one Rodriguez, and a paper containing copies of all the brands used for cattle.

From the old Mission of Santa Cruz comes an old altar lamp, a candelabrum, loaned by Mrs. Wilkin, and some tiles from floor and roof.

In the absence of Rev. Father McNamee, the pastor, the father in charge was unwilling to let any of the vestments or books go.

Indian baskets, loaned by Mrs. Meader and by Dona Maria.

Two old scrubbing brushes made of soap wood, loaned by Dona Maria.

The first clock which ticked in Santa Cruz, loaned by D. W. Loeke of Spring Vale.

A very old Spanish book, loaned by Mrs. Tidball.

An iron candlestick brought by Moses Meader around Cape Horn in 1846.

A photograph from a painted portrait of Padre Junipero Serra, contained in a Mexican church, loaned by Mrs. O. H. Bliss.

Another picture of Serra preaching to the Indians.

A picture of Justiniano Roxas, the centenarian.

A picture of a Spanish woman who was supposed to have died at 140.

A painting in water color, done by Miss Anna Wells, loaned by Mrs. Boston, of the Mission Santa Cruz as it looked in 1859, and a photo of the church taken just before it was destroyed to give way for the new church.

Pictures of the old Eagle Hotel and the first lime wharf done and loaned by Miss Emily Bartlett.

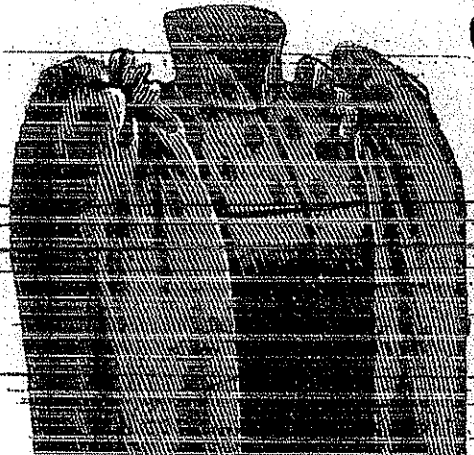
Obispo. They were selected by the advice of Bishop O. C. Pettie, of the African Methodist church of North Carolina, from among the church members and among the whole seventeen families there is not drunkard nor an individual whose conduct is a disgrace to the colony. Every family has its own plain but comfortable little home, bought, paid for and free from debt. The men work as laborers and the women do their part in washing, cleaning, etc. Elder Jackson speaks with justifiable pride of his little parish and says they have never before asked for outside help in building up the church. But times are a little hard in the southern country this year and I doubt there is many a person willing to give some small donation to the worthy people and many also, who will go to the lecture tonight.

Equalization.

The Common Council, sitting as Board of Equalization, completed the work last evening by the denial of the applications for reduction leaving the roll in the condition received from the Assessor.

You will find the Cloaks :: a AT THE

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They Thought Ebert 'Far Out' In 1914

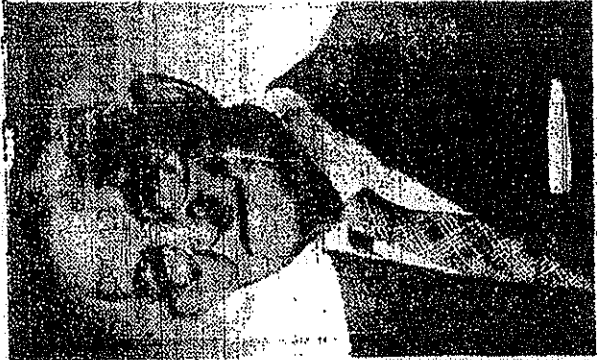
Santa Cruz—East's merchant fireball of the 20th Century is a nonagenarian named Theo R. Ebert.

In 1914 on the corner of Soquel and Seabright avenues and with \$1200 capital, Ebert established a dry goods and grocery business with his brother Otto. Otto soon stepped out to establish his own store "downtown" on Walnut avenue.

Always looking ahead to future growth, Theo Ebert added feed, a meat market, coal and wood, drugs, a barbershop, restaurant and fountain.

This was in a day when people laughed at him for going "so far out".

In addition to his busy mercantile life, Ebert found time to serve on city advisory boards and as a member of the Santa Cruz City Planning commission.



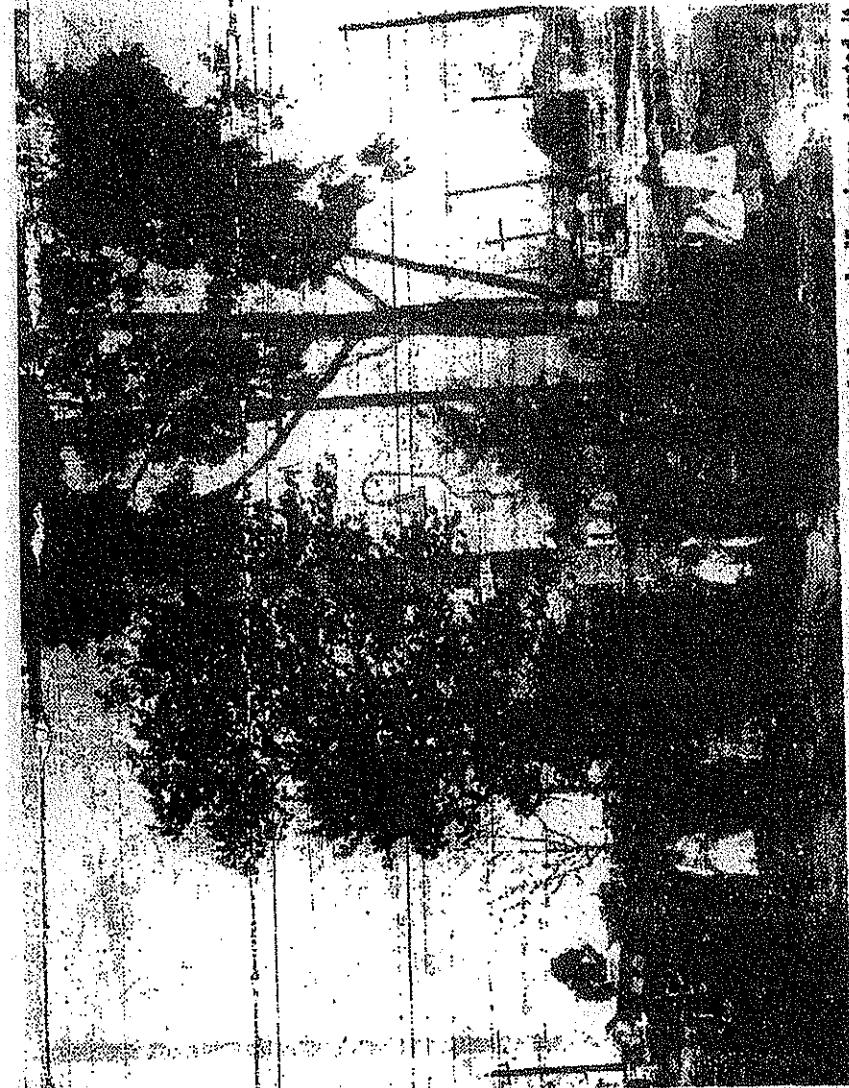
Theo R. Ebert

Library Designed For Use By Both City, County Residents

The Branciforte Branch library is designed for the use of residents in both the city and county in its area, according to Santa Cruz City Librarian Geraldine Work. The collection of books includes reference material for students and adults, as well as general reading material for all patrons. The branch will eventually house 30,000 volumes. It will open with 60 current magazines. The combined seating capacity of both the children's and adult area is 100 persons. Separate card catalogues will be maintained for the adult and children's collections.

The plot to
Beautify America.

Join by sending a beautiful arrangement to someone you love.



Easter egg hunt? Could have been. This Morrissey's duck pond, Morrissey donated it for use as a park. Originally a low marshy area, it was filled in with earth before the library was built. The library was originally the LaVeaga Clubhouse also. (Roy Becken, a \$3000 grant from the Andrew Carnegie foundation. The "park" formerly was Patrick

Dignitaries Attend Opening

A host of dignitaries is expected to be on hand for today's opening of the Branciforte Branch Library in East Santa Cruz. Among these are Library Board of Trustees President Warren Penniman and fellow trustees John D. Byrne, Roy Bergazzi, Mrs. Wendell Houten, Edward Budworth, Harry Wiens and Mrs. Alice Wilder.

The county board of supervisors is slated to be represented by Chairman Thomas Black, Robert Burton, Vincent Locatelli, Buss McCallie and Henry Mello. Also slated to be present are architect Alton Lee, landscaper Moreland Johnson.

EXHIBIT #2



SANTA CRUZ • PUBLIC
LIBRARIES
A City County System

Ed Silveira
Villa de Branciforte Preservation Society
P. O. Box 2636
Santa Cruz, CA 95065

January 23, 2007

Dear Mr Silveira

I am writing to confirm my interest in the Villa de Branciforte Preservation Society's project.

As the Branch Manager of the Branciforte Library on Gault Street, I am interested in seeing that the artifacts that once were a part of the original Villa de Branciforte be preserved and available for the public to view.

I can not think of a better place for the community to view the information and artifacts than the Branciforte Library which is a logical gathering place for education.

To that end, I would be interested in displaying some of the artifacts if the Preservation Society can provide a locked case for their safety and preservation in order to further the enrichment of the public's awareness and appreciation of the local history of the area.

Let me know if such a display is within the scope and means of the Preservation Society.

Regards

Linda Gault
Branch Manger
Branciforte Library
230 Gault Street
Santa Cruz, CA 95062
831 420 6336



SANTA CRUZ • PUBLIC
LIBRARIES
A City County System

Mr. Ed Silveira
Villa de Branciforte Preservation Society
P.O. Box 2636
Santa Cruz, CA 95065

November 15, 2007

Dear Mr. Silveira:

I am writing to confirm that Branciforte Library would like to continue to be a place of information and a depository for artifacts related to the original Villa de Branciforte settlement in Santa Cruz, California.

We currently have a display of artifacts supplied by the Preservation Society in the branch that has created quite a bit of interest from the public and has started dialogue within the community about its historic significance.

By providing a chance to view the artifacts, maps and renderings of the pueblos of the Villa coincides with our local history collection items of Santa Cruz County.

The Branciforte Library is a logical place for the exhibition and storage of items and I would like to have the branch continue to play a prominent role in providing education and information about an area so close to the branch and sharing a common name.

We are already having people stop by the branch to inquire about the Villa de Branciforte after seeing the historic landmark signs on Highway 1 near the exit to Morrissey Blvd. It is fortuitous that we have the Villa de Branciforte display of artifacts to provide more information about the area.

If I can be of any further assistance to your group by providing an area for more displays or storage of artifacts or to create a forum to make more information available to the public, do not hesitate to contact me.

Sincerely

Linda Gault
Branciforte Branch Manager
Santa Cruz City and County Libraries
230 Gault Street
Santa Cruz, CA 95062

Ed Silveira

From: "Linda Gault" <GaultL.@santacruzpl.org>
To: <ed@villadebranciforte.org>
Sent: Saturday, February 06, 2010 3:04 PM
Subject: FW: Items at the Branciforte Library

Hi Ed

I haven't seen you in a while so I need to let you know that I am no longer working at the B40 Library. I was transferred to a different branch in the middle of January as part of the reinstatement process the library is going through with workers who were laid off or down graded during last summer's reorganization of the branches.

It would be best for you and the B40 Society, if you could pick up the artifacts that I was storing in my office. There is someone else using that room as an office now and I have told them that you would be picking up the boxes in the next few weeks. I hope that by now you have a good storage facility for them.

Library administration had requested that they be removed for security and safety reasons.

Since the display case is locked, I don't foresee that keeping it at the branch will be a problem.

I hope that you are doing well and the B40 group are thriving. If you can, keep in touch with me as I am still interested in your projects.

Regards
Linda

Ed Silveira
150 Belvedere Terr.
Santa Cruz, Ca 95062
831 475-9205
July 12, 2010

Dear Merritt Taylor,
As requested I am sending a list of items that are currently in our display case at the Branciforte branch library.

- 1) 752 Basalt stone cobble
- 2) 1359 Railroad spike
- 3) 218 Monterey Banded chert
- 4) 346 Obsidian Flake secondary
- 5) 424 Steel chisel
- 6) 1354 Green marble
- 7) 448 shell button
- 8) 944 fossilized clam shell
- 9) 437 sandstone
- 10) 1105 5 cent token St Germaine San Francisco capital Saloon/ Peveretto
- 11) 980 metal hook
- 12) 312 obsidian Lithic cobble
- 13) Foundation stones from the Perez Adobe (owned by VBPS)
- 14) Adobe Castro Book by Suzanne Paizis (owned by VBPS)
- 15) 1 large Foundation stone display on counter from Perez Adobe (owned by VBPS)
- 16) Maps displaying township of Villa de Branciforte (on walls)

VBSP would like to have the option to upgrade or change our display in the case from time to time and hope this will not be a problem. In addition once we have collected all our boxes we feel it would be best that we only have access to get into our display case.

If you would like the large adobe foundation display on the counter remove we can do so. We can look into having it put into a plastic display case if we can keep it on the counter. We will remove it until the case is made.

We look forward to getting this agreement completed and moving forward.

Sincerely,



Ed Silveira

Founder

VILLA DE BRANCIFORTE PRESERVATION SOCIETY



SANTA CRUZ • PUBLIC
LIBRARIES
A City County System

Ed Silveira
150 Belvedere Terrace
Santa Cruz, CA 95062

October 25, 2010

Dear Mr. Silveira,

I had the city attorney, John Barisone, review the revisions you made to the agreement regarding the Villa de Branciforte display. He believes that the changes significantly alter the content of the agreement and recommends that we not accept it.

I am again, attaching a copy of the original agreement. If you chose not to sign it as written, then you will need to remove the items and the display case from the Branciforte Branch Library. This agreement will need to be signed and returned within two weeks and no later than November 10th. If you chose not to sign as written, the items will need to be removed by November 13th or we will have the police remove the items and place them in their lost and found center.

If you have any questions, please contact me 427-7706 ex 7661.

Sincerely

Merritt Taylor
Public Services Librarian

SANTA CRUZ PUBLIC LIBRARIES
DISPLAY RESERVATION FORM

12/18/2001

Branch: _____ Today's Date: _____

Name of Organization: _____

Name of Contact Person: _____

Address: _____

Phone: _____

Content of Exhibit: _____

Display Case Assigned: _____

Installation Date: _____

Removal Date: _____

It is hereby understood that the person signing below has read the policies concerning the use of Library display facilities, and will follow the rules set out therein. The individual or group also understands that the Library System accepts no liability for the security of the contents of any display, and agrees to make no claims against the Library System, or the City of Santa Cruz, for damages to the contents of a display while it is located at a Library facility.

Signature

Date

Original copy to individual booking, yellow copy kept at branch.

Santa Cruz Public Libraries, 1543 Pacific Avenue, Santa Cruz, CA 95060-3928
Phone (831) 420-5600 Fax (831) 420-5601

Display Policy

February 13, 2003

Bulletin Boards, Display Cases, and Wall-Mounted Exhibits

JPB Approved 9/11/01

In the context of its mission to provide materials and services that help community residents meet their personal, educational, and professional information needs, the Library System makes available for community use display cases, bulletin boards, and other space for conveying information or publicizing events. The following rules govern the type and manner in which materials may be displayed.

Bulletin Boards

1. Bulletin Boards in public areas may be used to publicize cultural events and programs of community interest.
2. Notices about political candidates, religious services, or private enterprises may not be posted.
3. All materials must be submitted to the Branch Manager for posting and approval, or at the Central Branch, to the Reference desk for posting on adult-area bulletin boards, and Children's Room staff for posting on the Children's Room bulletin boards.

Display Cases

1. Use of Display Cases is reserved for individuals, and community and not-for-profit groups only.
2. Groups or individuals may reserve space in display cases on a first-come, first-served basis, by making arrangements in advance with the Branch Manager or her/his designee, using procedures established at each Branch. Generally, only one display per year may be booked at any one Branch.
3. Displays must be of interest to some segment of the community. They may not advocate the election of any candidate for political office. They may concern an issue of current political interest. It is understood that the opinions expressed in the display do not represent those of the Library System, its staff, or the Library Joint Powers Authority Board, and signs stating this are posted at each Display Case.

4. The Library System will endeavor to make display space available to groups representing all sides of issues. It reserves the right to schedule displays on the first-come, first-served basis cited in Number 2 above. For displays regarding issues of current public debate, it also reserves the right to facilitate public comment on the issue via a binder in which people are invited to write their comments.
5. Each display must contain a sign indicating the name of the sponsoring group or individual. The sponsor may also post a sign listing its address and phone number so that interested members may contact the sponsor directly.
6. No work of art, craft, or artifact displayed may be priced for sale. The artist or sponsor of the display may post a sign within the display case stating that his/her business card is available at the Reference or Circulation desk.
7. The Library System has no insurance covering the contents of display cases or other exhibits. If the sponsoring group or individual is concerned about insurance, it must make independent arrangements.
8. The group or individual must follow all rules regarding installation and de-installation established by the Branch at which the display is mounted.
9. Groups or individuals sponsoring displays must sign a Display Reservation Form provided by the Library System stating the proposed content of the display and attesting that they understand the rules and policies governing displays.
10. Branch Managers or the Director of Library reserve the right to remove any display whose content does not reflect that stated in the Display Reservation Form.

Wall-Mounted Exhibits

1. All the strictures listed above apply to wall-mounted exhibits.
2. The Library System reserves the right to specify and limit the space in which wall-mounted exhibits are displayed.
3. The Library System reserves the right to form partnerships with Santa Cruz County arts organizations to select, coordinate, and manage the hanging of art exhibits.

April 17, 2011

5 Myths About the 'Information Age'

Chronicle Review illustration by Bob McGrath

By Robert Darnton

Confusion about the nature of the so-called information age has led to a state of collective false consciousness. It's no one's fault but everyone's problem, because in trying to get our bearings in cyberspace, we often get things wrong, and the misconceptions spread so rapidly that they go unchallenged. Taken together, they constitute a font of proverbial nonwisdom. Five stand out:

1. "The book is dead." Wrong: More books are produced in print each year than in the previous year. One million new titles will appear worldwide in 2011. In one day in Britain—"Super Thursday," last October 1—800 new works were published. The latest figures for the United States cover only 2009, and they do not distinguish between new books and new editions of old books. But the total number, 288,355, suggests a healthy market, and the growth in 2010 and 2011 is likely to be much greater. Moreover, these figures, furnished by Bowker, do not include the explosion in the output of "nontraditional" books—a further 764,448 titles produced by self-publishing authors and "micro-niche" print-on-demand enterprises. And the book business is booming in developing countries like China and Brazil. However it is measured, the population of books is increasing, not decreasing, and certainly not dying.

2. "We have entered the information age." This announcement is usually intoned solemnly, as if information did not exist in other ages. But every age is an age of information, each in its own way and according to the media available at the time. No one would deny that the modes of communication are changing rapidly, perhaps as rapidly as in Gutenberg's day, but it is misleading to construe that change as unprecedented.

3. "All information is now available online." The absurdity of this claim is obvious to anyone who has ever done research in archives. Only a tiny fraction of archival material has ever been read, much less digitized. Most judicial decisions and legislation, both state and federal, have never appeared on the Web. The vast output of regulations and reports by public bodies remains largely inaccessible to the citizens it affects. Google estimates that 129,864,880 different books exist in the world, and it claims to have digitized 15 million of them—or about 12 percent. How will it close the gap while production continues to expand at a rate of a million new works a year? And how will information in nonprint formats make it online en masse? Half of all films made before 1940 have vanished. What percentage of current audiovisual material will survive, even in just a fleeting appearance on the Web? Despite the efforts to preserve the millions of messages exchanged by means of blogs, e-mail, and handheld devices, most of the daily flow of information disappears. Digital texts degrade far more easily than words printed on paper. Brewster Kahle, creator of the Internet Archive, calculated in 1997 that the average life of a URL was 44 days. Not only does most information not appear online, but most of the information that once did appear has probably been lost.

4. *"Libraries are obsolete."* Everywhere in the country librarians report that they have never had so many patrons. At Harvard, our reading rooms are full. The 85 branch libraries of the New York Public Library system are crammed with people. The libraries supply books, videos, and other material as always, but they also are fulfilling new functions: access to information for small businesses, help with homework and afterschool activities for children, and employment information for job seekers (the disappearance of want ads in printed newspapers makes the library's online services crucial for the unemployed). Librarians are responding to the needs of their patrons in many new ways, notably by guiding them through the wilderness of cyberspace to relevant and reliable digital material. Libraries never were warehouses of books. While continuing to provide books in the future, they will function as nerve centers for communicating digitized information at the neighborhood level as well as on college campuses.

5. *"The future is digital."* True enough, but misleading. In 10, 20, or 50 years, the information environment will be overwhelmingly digital, but the prevalence of electronic communication does not mean that printed material will cease to be important. Research in the relatively new discipline of book history has demonstrated that new modes of communication do not displace old ones, at least not in the short run. Manuscript publishing actually expanded after Gutenberg and continued to thrive for the next three centuries. Radio did not destroy the newspaper; television did not kill radio; and the Internet did not make TV extinct. In each case, the information environment became richer and more complex. That is what we are experiencing in this crucial phase of transition to a dominantly digital ecology.

I mention these misconceptions because I think they stand in the way of understanding shifts in the information environment. They make the changes appear too dramatic. They present things ahistorically and in sharp contrasts—before and after, either/or, black and white. A more nuanced view would reject the common notion that old books and e-books occupy opposite and antagonistic extremes on a technological spectrum. Old books and e-books should be thought of as allies, not enemies. To illustrate this argument, I would like to make some brief observations about the book trade, reading, and writing.

Last year the sale of e-books (digitized texts designed for hand-held readers) doubled, accounting for 10 percent of sales in the trade-book market. This year they are expected to reach 15 or even 20 percent. But there are indications that the sale of printed books has increased at the same time. The enthusiasm for e-books may have stimulated reading in general, and the market as a whole seems to be expanding. New book machines, which operate like ATM's, have reinforced this tendency. A customer enters a bookstore and orders a digitized text from a computer. The text is downloaded in the book machine, printed, and delivered as a paperback within four minutes. This version of print-on-demand shows how the old-fashioned printed codex can gain new life with the adaption of electronic technology.

Many of us worry about a decline in deep, reflective, cover-to-cover reading. We deplore the shift to blogs, snippets, and tweets. In the case of research, we might concede that word searches have advantages, but we refuse to believe that they can lead to the kind of understanding that comes with the continuous study of an entire book. Is it true, however, that deep reading has declined, or even that it always prevailed? Studies by Kevin Sharpe, Lisa Jardine, and Anthony Grafton have proven that humanists in the 16th and 17th centuries often read discontinuously,

searching for passages that could be used in the cut and thrust of rhetorical battles at court, or for nuggets of wisdom that could be copied into commonplace books and consulted out of context.

In studies of culture among the common people, Richard Hoggart and Michel de Certeau have emphasized the positive aspect of reading intermittently and in small doses. Ordinary readers, as they understand them, appropriate books (including chapbooks and Harlequin romances) in their own ways, investing them with meaning that makes sense by their own lights. Far from being passive, such readers, according to de Certeau, act as "poachers," snatching significance from whatever comes to hand.

Writing looks as bad as reading to those who see nothing but decline in the advent of the Internet. As one lament puts it: Books used to be written for the general reader; now they are written by the general reader. The Internet certainly has stimulated self-publishing, but why should that be deplored? Many writers with important things to say had not been able to break into print, and anyone who finds little value in their work can ignore it.

The online version of the vanity press may contribute to the information overload, but professional publishers will provide relief from that problem by continuing to do what they always have done—selecting, editing, designing, and marketing the best works. They will have to adapt their skills to the Internet, but they are already doing so, and they can take advantage of the new possibilities offered by the new technology.

To use an example from my own experience, I recently wrote a printed book with an electronic supplement, *Poetry and the Police: Communication Networks in Eighteenth-Century Paris* (Harvard University Press). It describes how street songs mobilized public opinion in a largely illiterate society. Every day, Parisians improvised new words to old tunes, and the songs flew through the air with such force that they precipitated a political crisis in 1749. But how did their melodies inflect their meaning? After locating the musical annotations of a dozen songs, I asked a cabaret artist, H el ene Delavault, to record them for the electronic supplement. The reader can therefore study the text of the songs in the book while listening to them online. The e-ingredient of an old-fashioned codex makes it possible to explore a new dimension of the past by capturing its sounds.

One could cite other examples of how the new technology is reinforcing old modes of communication rather than undermining them. I don't mean to minimize the difficulties faced by authors, publishers, and readers, but I believe that some historically informed reflection could dispel the misconceptions that prevent us from making the most of "the information age"—if we must call it that.

Robert Darnton is a professor and university librarian at Harvard University. This essay is based on a talk he gave last month at the Council of Independent Colleges' Symposium on the Future of the Humanities, in Washington.

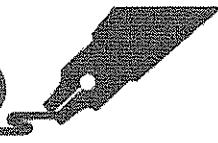


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INSIDE SCOOP



News And Views From Inside ALA

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10 Ways Libraries Matter in a Digital Age

Submitted by Greg Landgraf (username: greg-landgraf) on Wed, 05/04/2011 - 10:26

After "10 Reasons Why the Internet is No Substitute for a Library," a 2001 article in *American Libraries*, received some unwelcome attention (<http://americanlibrariesmagazine.org/inside-scoop/text/10-reasons-make-case-library-relevance-today>) two weeks ago, we sought your feedback to help create an updated version. Based on reader comments and staff discussions, we've drafted this list of reasons why libraries matter in a digital age. We welcome your additions to this list.



Inside the Indianapolis Public Library.

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Libraries serve the disenfranchised. You don't need to be the proper age, or the proper race, or have enough money, or know the right politicians, or believe in the "right" things to use the library's resources.

Libraries are a gathering place. The physical structures and the programs within them make possible social and cultural discourse with friends and strangers. "They are a safe place of education where our masses, young and old, can have a moment of peace or an impassioned dialogue exchanged with others," writes one commenter.

Libraries are a first step to literacy. For our youngest patrons, libraries offer story hours, book talks, and reading-related play to spark the imagination and create a sense of wonder. Thanks to this work, words can change from indecipherable and frustrating squiggles to sources of joy and inspiration. Libraries also provide needed support for immigrants and those for whom English is a second language.

Libraries are there for all ages. For young children, libraries offer storytimes, beginning books, and creative programming. Seniors can enjoy books on their passions, classes, and technology. And libraries provide services to all regardless of what stage of life—whether finding a job, buying their first house, learning a new skill, taking up a new hobby, or any of a thousand other things.

Libraries help people use the internet. ... "The 'libraries vs. internet' concept is foolish because libraries work WITH the internet to bring patrons information," writes commenter Stacey. "We provide internet access for those who cannot afford it... We provide research assistance to patrons who know how to type, but not how to formulate searches or choose

keywords properly.”

... **And libraries help people use the internet better.** Accessing the internet is easy. Accessing the full depth of the internet is hard. “I’ve met a lot of people (patrons and students) who thought the Internet was a perfectly good substitute for the library—until they realized they were drowning in ‘information’ and still hadn’t found what they needed,” writes commenter M. Mori. “I help those people by teaching them better search techniques, how to search the ‘deep web’ (where commercial search engines can’t go), and ways to evaluate the good from the bad among the resources they select.”

Libraries are interested in your privacy. Libraries have a long history of defending patron privacy—a history that is supported by confidentiality laws in almost every state. We don’t collect hackable lists of credit card numbers or broadcast our patrons’ whereabouts to the world.

Libraries are hubs for preserving the past. Digital libraries are wondrous, but they exist, for the most part, because of the local and world treasures safeguarded by brick-and-mortar libraries, which keep them safe and accessible for future generations. We also work to help our patrons preserve their own materials.

Libraries are there in a crisis. After the recent tornadoes in Tuscaloosa, Alabama, Tuscaloosa Public Library offered college students a means to communicate with friends and family. When Hurricane Ike struck Houston September 13, 2008, the Central Library reopened within three days to help residents contact insurance companies and file federal aid applications. Libraries belong to their communities and do what it takes in times of need.

Libraries offer the human touch. As commenter Pat G. writes, “the interface between a librarian and the client is priceless. Patrons who seek help in selecting a good book could use online reviews, but nothing beats the ‘Try this one, I’ve read it and I think you’ll like it’ approach.” Librarians get to know their patrons and offer service personalized to them.

COMMENTS

[LIBRARIES ARE CLIENT-CENTERED \(INSIDE-SCOOP: 10-WAYS-LIBRARIES-MATTER-DIGITAL-AGE:COMMENT:2675\)](#)

The library isn’t there to push a point of view or product. Librarians work to understand each individual need and find the best responses based on relevant available resources. This might mean refining an Internet search, selecting books and media, or picking an eBook reader. The library has nothing to gain from anything other than the success of its users.

Submitted by Terry Dawson (not verified) on Fri, 05/06/2011 - 12:55.

[10 REASONS I’M... \(INSIDE-SCOOP: 10-WAYS-LIBRARIES-MATTER-DIGITAL-AGE:COMMENT:2670\)](#)

Excellent responses, but the list misses key tensions in the much broader debate. Just as the civil rights movement was a struggle for a public definition of citizen rights, the resurgence of individualism reasserts the primacy of the private space. My dissertation (which is not yet complete) teases out some of the ideological challenges of both approaches. Briefly, might I observe that the first two and fourth items in this particular response represent central objections to libraries in the first place. Reasserting “threats” to ideological individualism makes the case for libraries harder to support. We should certainly make the assertions and stand firm on them, but should also acknowledge that our support modern libraries as liberal institutions present fundamental arguments against the institution as well. The broad tension is between participation and privilege, or between public and private spheres. Relying on the Internet, corporations push fee-based services that provide philosophically attractive alternatives to public institutions—so we better have some sound arguments rooted in similar ideas. Anyone interested in a terrific early Federal context might look at Larson, “Internal Improvements” (2001).

Guest Editorial

Save the Librarians

Cutting our way to the future won't work

By Stuart Heady

Rey Garduño, speaking from his place on the City Council dais, asked, “Why are we decimating libraries?” He characterized the situation as “disheartening.”

Bob Kanegis, a storyteller who works in schools and libraries across the U.S., spoke of Albuquerque's enthusiastic audiences, but he chose a cautionary tale to tell the Council at its Committee of the Whole meeting on April 21. Kanegis described a farmer who decided to condition his horse to go without food by feeding him less and less. It worked perfectly—until the horse suddenly died.

[Pico Iyer](#), writing recently in support of library funding initiatives in Los Angeles, put it this way: “Our state and city budgets are in desperate shape, we all know, but to save money by reducing library services and resources is like trying to save a bleeding man by cutting out his heart. Or—if we could reach it—his soul.”

Disheartening indeed.

Eight library positions, according to the Mayor's Office, the dollar equivalent of \$369,162.00, are on the table in this year's deliberations. (The jobs went unfilled last year due to the hiring freeze, so they don't have people in them to be let go.) But this is a 25 percent reduction in staff since 2007. Meanwhile, the city's total full-time personnel across all departments has been reduced by only 8 percent over the same period, according to [Support Albuquerque / Bernalillo County Libraries](#).

“But I support the library!” you cry. “I always vote for the bonds.”

Yet the General Obligation Bond funds only pay for materials, all automation (hardware and software), and building and renovation projects. Daily operations—salaries, utilities, supplies and repairs for 14 of the 17 libraries—are paid out of the City of Albuquerque General Fund. (Daily operations for the other three are paid out of the Bernalillo County General Fund.)

During this time of economic downturn, library usage has risen dramatically and not just in Albuquerque. Twenty percent of Americans—more than twice the unemployment rate—have suffered job loss or wage cuts in the recession. Many of these Americans are making use of the library more frequently and find greater value with both the library and the assistance from the librarian, according to the report “[Perceptions of Libraries, 2010: Context and Community](#),” released in January.

Many people have had to give up their Internet connection at home. Job hunters turn to the library to search for jobs, fill out online applications and learn new computer skills.

Some unemployed people have gone back to school locally or through distance degree programs. They're seeking help from librarians as they do academic research or retool for 21st-century job skills. Libraries, long known as "the poor person's university," are uniquely equipped to support informal, lifelong learning.

Families check out DVDs for free movie nights at home. They attend early literacy story times, concerts, craft workshops and a galaxy of other free programs. Children do research for their science projects and school reports, while finding time to explore their passions. Librarians work closely with schools and day cares to support literacy and to prevent summer reading loss.

Libraries also serve as tutoring centers, providing safe public spaces for tutors to meet with their students.

Librarians learn in graduate school how to guide others into the vast inventory of human knowledge through a bewildering proliferation of types of literature and information sources—the basis of modern education. They can do this for all age levels and at all educational and literacy levels—from preschool to grad school.

Their profession has instilled in them core values of free access to information, confidentiality and privacy, democracy, diversity, education and lifelong learning, intellectual freedom, preservation, the public good, professionalism, service, and social responsibility.

Hanging around with librarians in various branches (including my wife's), I have readily observed that, whether intentional or not, librarians are being replaced by low-cost labor.

It seems that a series of short-term fixes going back a decade have become a permanent condition. To avoid cutting back on branch hours, people are moved over from other city departments, and temporary staff are hired to plug holes.

Beatriz Rivera is the director of the Cultural Services Department. She said at that same Committee of the Whole meeting that 84 library employees are temps. With the eight positions cut, there will be 111.

A shrinking number of librarians have been working to train others to cover simpler chores. Meanwhile, what librarians can *really* do is suffering, and the stress is increasing.

The Council will discuss the budget on Monday, May 16. Citizens can weigh in during the public comment portion of the meeting. The budget must be adopted before May 30. If anyone wants to send a comment to their councilors, it needs to be sooner rather than later. Find your councilor's phone number and email address at cabq.gov/council/councilors.

Is there a guiding vision for what kind of city we want to live in? As the future unfolds, the 21st-century library will play a crucial role in the information age economy. Can we afford to cut that?

Stuart Heady is a writer who has been married to a librarian for more than two decades.

MONTHLY REPORT FOR MAY 2011

1. Reading, Listening and Viewing for Pleasure

A. Children in Santa Cruz County will enter school ready to read, write, listen and learn

Downtown/Branciforte Youth Services: Emily Galli presented a storytime and singalong for pre-kindergarten kids and parents in the "Raising a Reader" program from Gault Elementary School. She has met with this group once a month at the B40 Branch throughout the school year. The initial storytime was primarily in Spanish, gradually increasing the English content until the last one was completely in English.

Downtown YS: Sue Graziano presented storytime/singalong programs for several Raising a Reader and Head Start groups (children and their families).

At Live Oak, Heather presented library orientations in Spanish and English and a story time to 8 preschool classes including 200 children and their parents as part of the Raising a Reader program. Cathy and other LO staff processed a mountain of library card applications for the children.

The Santa Cruz County Office of Education is funding a summer parenting program. Using the Family Place principles already in place and with staff trained, the Library will be providing a parenting program this summer at all library branches tied to story time. Guest speakers and give away books for the children involved are also part of this program. This is a great partnership

B. All ages will have materials, programs and displays that reflect current community interests and provide pleasurable reading, viewing and listening experiences that help them reach their personal literacy goals

Aptos Chess Club's 2011 Tournament played on May 14th is the culmination of Chess Master, Dana Mackenzie's weekly training and the youth's practice. There were two divisions organized for children ages six to eighteen. The winners of the age ten and up were: first place, Karen Chan; 2nd place, Ian Chiu; and a tie for third place between Tim Joung and Thai Van Stanoff. The winners of the nine and under were: first place, Hunter Bauman; 2nd place, Anton Jackson; and a tie for third place between Milo Rudman and Xanus Joseph. Dana taught good sportsmanship, tournament manners, and awarded prizes. There were first, second, and third-place medals and certificates with a participant certificate for each child from ages 6 to 18 who played all three games. This program is run by Dana Mackenzie and Shan Crockett who have created a pleasant competitive atmosphere and delivered superior programming every week.

Scotts Valley: Regarding the upcoming closure of SV branch and our service to the patrons who come in to just use the internet regularly and not come in for the books or other material: it will be nice for them to know where else to go to surf the computer, or print out material. Scotts Valley library clerk Liz Pollock devised and built a special list

of places in SV area with computers and Wifi hotspots for when the library branch is closed. This includes our Felton and BC branches but also the Cabrillo ext., small businesses specializing in office supplies and coffee houses; she itemized the list to include printing capability, and if the places required the patron had to purchase something like a cup of coffee, and the hours they're open. She will update it periodically.

All Mission Hill Middle School 8th grade science classes visited the Downtown Branch Youth Services Dept. over two days. Staff provided bibliographic instruction on using the databases for their drug reports. We've been working closely with Mission Hill over the last several years making sure students have library cards and pin numbers, as well as providing computer instruction. Most students have visited the library since 6th grade, and it was apparent that they were becoming savvy researchers.

Downtown Youth Services Dept.: 6 book displays -- Arbor Day, Cesar Chavez, Frogs, Mother's Day, Spring Holidays, LGBTQ. 3 science book displays/activity centers: Fish; Walking Stick insect; the science table has a very popular crane made out of cardboard boxes and tubes. There is also a display detailing how to make one, which has been photographed by numerous parents. We have a bright art display from Westlake school, the ACT "READ" photos are over the J Fiction area, and there is a Resonator Ukulele display in the hallway display cases.

Downtown Adult Services Dept: book displays – The end of April saw the tattered remains of the National Poetry Month display. May began with "Quantum Leap" – novels featuring physicists, bios and other books and media about quantum physics, metaphysics, string theory, parallel universes, etc. At the end of May is a display featuring Paris ("There are only two places in the world where we can live happy: at home and in Paris"--Ernest Hemingway). These displays are very popular and were put together by Dorcas Abbott.

Downtown hosted two displays of ukuleles: "Made in Santa Cruz" and "Resonator Ukuleles" Installation was done by Tony Graziano.

C. People of all ages will have friendly support and intuitive access to the materials and resources they want

2. LIFELONG LEARNING

A. People will have access to a relevant collection of resources in diverse formats for all ages.

Educational materials routinely used for the Mother-Goose Together-in-the-Library program are a relevant collection in a diverse format for babies to age three. Preserving the Family Place collection made up of educational toys was accomplished by making space and reorganizing supplies and weeding out the low-use juvenile pamphlet-file

collection. The popular Mother-Goose Program enhances early literacy skills and the materials used for that program are the most incredibly diverse format encouraging these positive experiences for babies up to three year olds.

B. Library users will have access to innovative and successful programming which reflects the cultural, educational and informational needs of the diverse communities served by SCPL and which will help learners of all ages to achieve their goals.

At the Downtown Branch, the Genealogy Society held two seminars on successive Saturdays: April 30 and May 7. The combined attendance was 42. The first session topics were: Decoding the Pedigree Chart and the Family group Record; Using Birth, Marriage and Death Records; and Interactive Genealogical Strategy Sessions. The second session included a Virtual Tour of the Genealogy Society Reference Collection and a training session on the Heritage Quest Online database.

At Downtown, Kiki Chen has volunteered her time to teach Mandarin classes to children in grades K-5 every Thursday afternoon during the month of April. In March Jenny Rache volunteered to provide Spanish storytimes every Saturday morning. Both programs have been enthusiastically received.

C. People will have access to innovative technology and the tools necessary to find, evaluate and use information and resources to meet their learning needs.

3. COMMUNITY CONNECTIONS

A. The Library will initiate and nurture partnerships with the public, private and nonprofit sectors in Santa Cruz County for the mutual benefit of the partners, the Library and the community.

A UCSC student from the Anthropology program, Vanessa Fletes, observed Heather Norquist's Toddler Storytime at Live Oak on May 11 to study interactions between the children and Heather and between the children and their parents.

Heather Norquist contacted all of the principals at LOSD elementary schools and middle schools and asked whether they would be willing to distribute Summer Reading Bookmarks to their students. After an enthusiastic YES response, Heather delivered 722 bookmarks to the various school sites.

Janis O'Driscoll and Teresa participated in the TechRaising event sponsored by Santa Cruz Geeks and hosted at Cruzio. They pitched an idea for walking tours that link back to information in the Library's local history and historical photograph collection using QRcodes and eventually smartphone apps. A high powered team of developers and designers joined on and have taken the project on as their donation back to the community. Over the course of the TechRaising weekend they got the basic concept implemented and to a point where it can be demonstrated. Janis and Teresa have formed a

library team to expand the content and are working with a variety of community partners to broaden the concept to a full community partnership with groups such as the Visitors and Convention Bureau, the MAH, City historical commission, Redevelopment, etc.

B. People will strengthen their ties with each other, the community and the library.

LSB:

- The LSB After Care program displayed butterfly artwork in the LSB Children's Room
- Patron, Jim Morley, brought in photos of the LSB Easter Party for community viewing
- A diverse collection of student drawings and paintings from the Aptos High School Art Department were on display at the Aptos Branch, as they have been every May for many years

Aptos Youth Services Librarian publicized the Summer Reading Program by canvassing merchants in Aptos, Felton, and Ben Lomond to ask for their support in the upcoming 2011 Summer Reading Program. More support has been garnered and the current supporters' information has been shared with those who create the 2011 Summer Reading Program Booklet.

C. The community will recognize the value of SCPL in improving their lives and will recognize SCPL as an asset to their community.

The Santa Cruz County Reading Association and County Office of Education selected Heather Norquist, Youth Services Librarian at the Live Oak Branch, as the recipient of the Barbara Bricmont Librarian Award. This award is given to librarians who go above and beyond to offer literacy services to young children.

Linda White, retired Senior Library Assistant in Youth Services, received the Community Award from the Santa Cruz County Reading Association and County Office of Education.

The Library received the Queer Youth Leadership Organizational Ally Award in recognition of the safe place the Library has created for everyone in the community and for the free flow of information that is provided.

D. Volunteers will be used effectively

Live Oak: Since taking over for Gail Paynter in January, Kevin Hildreth has been supervising and coordinating adult volunteers at Live Oak. During this time, Laura Crosser joined the team. With training from Kevin, and assisted by Laura Vanderslice,

Laura Crosser performs the sends list on Thursdays and also does search lists and shelf reading. Laura is now a valuable asset in maintaining order in the shelves at Live Oak.

Live Oak has two other volunteers working on a weekly basis. Sharon Yamanaka assesses the money collected for the Friends through book sales, book bag sales and direct donations to the Book Fund. April saw a deposit of \$185.37 to the Friends (\$122.56 from book sales, \$5.00 from book bag sales and \$57.81 from donations to the Book Fund). Sharon also waters and maintains the health of the plants located inside the branch. Also tending plants, but outside the building, Bob Tatum has been handling gardening activity for the past several months. Bob also keeps the walkways clean of dirt and debris. Conditions have been windy lately, and loose leaves, dust and other detritus regularly cover the area near our entrance. Bob literally has been clearing the way for our community to come to our branch.

Downtown Branch: While the Genealogy Society reports their volunteer staffing hours to the Friends of the Library each month and those hours are included in the Downtown Branch totals, there are so many other things they do that are not counted but which are, in fact, volunteer hours to the benefit of the Library as well as the Genealogy Society. An example of this would be the Newspaper Indexers, a group of highly dedicated volunteers who have not written down all of their individual hours nor reported them to the Friends

The Newspaper Indexers have been meeting almost every Thursday morning since 1982. This dedicated group of volunteers started their project by indexing the 1856 Pacific Sentinel and has worked their way forward in time. At this point they have produced over 14 volumes of newspaper indexes covering the local news in Santa Cruz newspapers up through 1956. They have also produced numerous other, more specialized indexes of these newspapers -- concentrating on births, deaths and divorces during those same time periods. The newspaper indexed has not always been the Sentinel but has included the Santa Cruz Surf and the Santa Cruz Evening News, depending upon which were available in bound copy. The Society's indexing group, lead by Susan Kerr, is currently readying their next volume for publication which will cover The Santa Cruz Sentinel from 1957 through 1958. This volume, like the last, will be published by the Santa Cruz Genealogical Society. Without this group, there would be no index to the local newspapers.

If anyone would like to join them, they are always looking for new volunteers to help. Just come to the Central Branch at 10am on a Thursday morning (bring your laptop) and ask at the Reference Desk or in the Office and we will gladly show you where they are.

4. WELCOMING PLACE

A. Identify the physical changes and funding required to provide 21st century library facilities.

We will be offering the Downtown meeting room as another display area with the understanding that we cannot provide security and we don't have liability insurance. But that being said, we have a professional photographer, Jim Bourne, who will be exhibiting his framed photographs.

The Scotts Valley branch closed on Saturday May 21 to prepare for the move and the opening of the new facility on June 18 subject to lease approval at the June 6 LJPB meeting.

Branciforte is using its remaining trust funds to reorganize and create a more defined and welcoming teen area.

B. The virtual branch meets the definition of a welcoming place

C. People receive service at the level they need and want

5. FINANCIAL SUSTAINABILITY

A. The Library System maintains a healthy and stable financial position

B. There is adequate, stable and diverse funding to finance ongoing operations, key strategic initiatives and capital projects.

C. Services of a defined level and quality are consistently delivered based on revenue projections and supportive organizational and operating structure.

D. The Library operates efficiently and focuses on continual improvement.

6. ORGANIZATIONAL READINESS

A. Staff receives adequate training to do their jobs effectively.

Downtown YS: Emily Galli has been providing lunch time ukulele lessons at Headquarters on Thursday afternoons for all interested staff. This is a perfect exercise for staff in that they must learn to strum, sing, and read music together. It also encourages them to practice their risk taking skills.

Downtown YS: All staff attended PRESTO training and Staff Day. Emily also attended "Can't We All Just Get Along? Managing Conflict with Co-workers and Customers," a PLP conference at the Castro Valley Library.

Paula Contreras attended "The Reference Interview: Time for a Tune-up-Webinar"

Donna Swedberg, Adult Reference Librarian, gave Live Oak staff a training session on the new Internet stations at Central. Heather Norquist, Lois Meyer, Paula Contreras attended.

Lois Meyer attended webinar for "Best Approaches for Roving Success."

B. SCPL is committed to developing current library staff to become tomorrow's library leaders.

Laura Vanderslice and Cathy Landis attended workshop "So...You Aspire to Have Supervisory Responsibilities"

Teresa was elected Chair of the Pacific Library Partnership for July 2011-June 2012

C. Employees have the skills to execute change and are committed to change and continual improvement.

Teresa is spending lunch hours at various branches answering any questions staff have. She is also putting out a regular bulletin with updates as we move through the transition.

D. A customer driven service philosophy guides staff training and development.

10/11 VOLUME AND PERCENT CHANGE

	Circulation		Busyness*		Reference Info		Visitors	
	FY0910	FY1011	FY0910	FY1011	FY0910	FY1011	FY0910	FY1011
July								
Aptos	20850	20321	50334	47311	3139	4684	12,585	10,134
Boulder Creek	3462	3075	10470	9152	71	295	4,151	1,971
Branciforte	6716	6152	21789	18285	3276	732	6,006	4,762
Capitola	9169	9711	24244	25497	1998	1469	5,821	5,133
Central	44612	42850	99046	90160	12081	5399	31,432	29,752
Felton	2631	2031	9064	6417	173	511	1,728	1,202
Garfield Park	3643	2265	11154	7463	546	442	3,229	1,945
La Selva Beach	979	1005	3609	2273	53		1,109	1,532
Live Oak	12835	13313	32510	22505	1570		9,870	6,792
Scotts Valley	17308	18018	40942	39757	2760	2622	11,409	11,261
Outreach	3245	2677	7421	6504	2747	1278	na	994
TOTAL	125350	121418	310563	275124	28415	17433	87,340	75,477
August								
Aptos	21655	20095	50085	47281	3139	4684	11242	11252
Boulder Creek	4161	3364	10567	9752	49	295	4188	2347
Branciforte	7806	5640	20027	17721	3276	732	5862	4607
Capitola	10670	8642	25134	24718	1887	1489	5256	5244
Central	43409	43072	100246	84348	12081	5399	32012	29191
Felton	1959	1590	6972	5891	156	511	1396	966
Garfield Park	3141	2695	9876	8223	546	442	2916	2472
La Selva Beach	771	945	2791	2381	53		760	1279
Live Oak	13221	13129	32495	23534	1936		9444	10975.5
Scotts Valley	16444	16380	38603	38713	2760	2622	10639	10232
Outreach	3235	2809	6972	4465	2747	1278	na	928
TOTAL	126409	118351	303788	267027	28630	17433	83715	79493.5
*Defined as check ins/check outs/route ins/route outs								
Sept								
Aptos	20473	18645	47173	39059	3139	4684	11689	9,225
Boulder Creek	3547	2850	10019	8545	49	295	1963	1,900
Branciforte	5974	5575	17902	17231	3276	732	5306	4,775
Capitola	9015	8171	24349	22620	1887	1469	5493	4,781
Central	41717	40135	94200	71145	12081	5399	31871	27,623
Felton	2335	1668	7676	5512	156	511	1678	1,237
Garfield Park	3373	2568	9973	7597	546	442	1943	1,974
La Selva Beach	804	703	2981	1856	53		929	996
Live Oak	12618	12517	30363	21142	1936		9476	7,024
Scotts Valley	16630	15949	38550	36809	2760	2622	10947	10,692
Outreach	3550	6958	7457	10247	2747	1278	na	1,238
TOTAL	120036	115739	290643	241703	28630	17433	81295	71,465

10/11 VOLUME AND PERCENT CHANGE

	Circulation			Busyness*			Reference/Info			Visitors		
	FY0910	FY1011	%change	FY0910	FY1011	%change	FY0910	FY1011	%change	FY0910	FY1011	%change
Oct												
Aptos	19444	19446	-2.5%	46884	34026	-27.4%	1556	4281	175%	11,177	10393	-7.0%
Boulder Creek	3940	3534	5.8%	10320	9649	-6.5%	516	234	-55%	2,354	2221	-5.6%
Branciforte	7211	5720	-20.7%	20712	16973	-18.1%	1218	295	-76%	6,508	4595	-29.4%
Capitola	9252	8173	-11.7%	24959	22177	-11.1%	806	1759	118%	5,271	6075	-3.7%
Central	42814	40573	-5.2%	97660	64677	-33.8%	8359	10318	23%	38,928	27389	-29.6%
Felton	2043	1689	-17.3%	6936	5563	-19.5%	425	243	-43%	1,335	894	-33.0%
Garfield Park	2901	2330	-19.7%	8973	6888	-23.2%	979	225	-77%	2,594	2183	-15.8%
La Selva Beach	842	709	-15.8%	3074	1897	-38.3%	26	238	817%	895	958	7.0%
Live Oak	12679	12779	0.8%	30941	21482	-30.6%	1122	2795	149%	9,418	9414	0.0%
Scotts Valley	16998	14735	-13.3%	38930	32217	-17.2%	2314	5152	123%	10,938	9633	-11.9%
Outreach	3099	2564	-17.3%	7116	5548	-22.0%	1833	2136	17%	357	1785	400.0%
TOTAL	121123	112252	-7.3%	296505	221117	-25.4%	19154	27677	44%	78,597	74540	-5.2%
Nov												
Aptos	16011	19284	20.4%	38594	33727	-12.6%	1556	4281	175%	8,660	13,913	60.7%
Boulder Creek	2752	3556	29.2%	8356	9757	16.8%	516	234	-55%	1522	2,224	46.1%
Branciforte	5375	5044	-6.2%	16058	13116	-18.3%	1218	295	-76%	4,183	4,597	9.9%
Capitola	6865	7516	9.5%	19102	21010	10.0%	806	1759	118%	3,877	4,603	18.7%
Central	36594	40879	11.7%	82860	64540	-22.1%	8359	10318	23%	22,258	26,840	20.6%
Felton	1537	1833	19.3%	5109	5881	15.1%	425	243	-43%	1,137	1,025	-9.9%
Garfield Park	2549	2052	-19.5%	7650	7228	-5.5%	979	225	-77%	2,305	1,977	-14.2%
La Selva Beach	735	909	23.7%	2419	2225	-8.0%	26	238	817%	613	1,608	162.3%
Live Oak	11783	13216	12.2%	28370	21886	-23.6%	1122	2795	149%	7,596	10,057	32.4%
Scotts Valley	13022	11622	-12.6%	31580	28080	-11.1%	2314	5152	123%	8,285	10,679	28.9%
Outreach	2658	3250	22.3%	5908	6704	13.5%	1833	2136	17%	714	2,267	217.5%
TOTAL	100161	109161	9.0%	246006	213954	-13.0%	19154	27677	44%	61,150	79,787	30.5%
				<i>(Italics=no self check)</i>								
Dec												
Aptos	16235	16442	1.3%	39162	29919	-23.6%	1556	4281	175%	9,645	8,924	-7.5%
Boulder Creek	2514	3206	27.5%	7719	8524	10.4%	516	234	-55%	1397	1,893	35.5%
Branciforte	4323	4679	8.2%	14243	10832	-23.9%	1218	295	-76%	4,274	4,465	4.5%
Capitola	6504	5684	-12.6%	19541	14691	-24.8%	806	1759	118%	3,531	3,957	12.1%
Central	36544	37335	2.2%	84033	62572	-25.5%	8359	10318	23%	23,207	25,579	10.2%
Felton	1656	1512	-8.7%	5640	5060	-10.3%	425	243	-43%	1,298	964	-25.8%
Garfield Park	2317	2113	-8.8%	7405	7142	-3.6%	979	225	-77%	2,006	2,981	48.6%
La Selva Beach	642	655	2.0%	2406	1835	-23.7%	26	238	817%	616	1,098	78.2%
Live Oak	11364	12185	7.2%	27947	20542	-26.5%	1122	2795	149%	8,112	8,460	4.5%
Scotts Valley	13084	13241	1.2%	31472	26282	-16.5%	2314	5152	123%	8,776	8,118	-7.5%
Outreach	2436	2522	3.5%	5091	5453	7.1%	1833	2136	17%	579	1,418	144.9%
TOTAL	97619	99574	2.0%	244659	192852	-21.2%	19154	27677	44%	63,442	67,877	7.0%

10/11 VOLUME AND PERCENT CHANGE

	Circulation		Busyness*		Referencel/Info		Visitors		
	FY0910	FY1011	%change	FY0910	FY1011	%change	FY0910	FY1011	%change
January									
Aptos	20228	19197	-5.1%	46421	32045	-31.0%	3401	4043	18.9%
Boulder Creek	3141	3457	10.1%	9193	9868	7.3%	182	234	28.6%
Branciforte	6998	5203	-24.6%	19227	11551	-39.9%	849	1209	42.4%
Capitola	8549	7827	-8.4%	22718	15130	-33.4%	1668	2552	53.0%
Central	48661	43908	-9.8%	107671	67347	-37.5%	11154	12848	15.2%
Felton	1784	1736	-2.7%	6497	5751	-11.5%	178	143	-19.7%
Garfield Park	2681	2173	-18.9%	8062	7078	-12.2%	503	693	37.8%
La Selva Beach	784	1018	29.8%	2665	2143	-19.6%	104	303	191.7%
Live Oak	14045	14161	0.8%	34508	23909	-30.7%	3124	3354	7.4%
Scotts Valley	17080	14863	-13.0%	38749	27372	-29.4%	2834	6249	120.5%
Outreach	2419	2808	16.1%	6054	6180	2.1%	2799	2747	-1.8%
TOTAL	126270	116351	-7.9%	301765	208374	-30.9%	26796	34376	28.3%
February									
Aptos	19120	19197	0.4%	45071	32045	-28.9%	3401	4043	18.9%
Boulder Creek	2968	3457	16.5%	8982	9868	10.5%	182	234	28.6%
Branciforte	5957	5203	-11.2%	17982	11551	-35.8%	849	1209	42.4%
Capitola	8433	7827	-7.2%	23032	15130	-34.3%	1668	2552	53.0%
Central	43293	43908	1.4%	98941	67347	-31.9%	11154	12848	15.2%
Felton	1545	1736	12.4%	5882	5751	-2.2%	178	143	-19.7%
Garfield Park	2870	2173	-15.4%	7805	7078	-9.3%	503	693	37.8%
La Selva Beach	689	1018	47.8%	2478	2143	-13.5%	104	303	191.7%
Live Oak	11664	14161	21.4%	30495	23909	-21.6%	3124	3354	7.4%
Scotts Valley	15676	14863	-5.2%	37026	27372	-26.1%	2834	6249	120.5%
Outreach	1879	2808	49.4%	3214	2135	-33.6%	2799	2747	-1.8%
TOTAL	113694	116351	2.3%	280858	204329	-27.2%	26796	34376	28.3%
note: Circulation includes self check but busyness does not Busyness is a measure of staff workload.									
March									
Aptos	21408	18092	-15.5%	51024	29632	-41.9%	3401	4043	18.9%
Boulder Creek	3676	3069	-16.5%	10469	8043	-23.2%	182	234	28.6%
Branciforte	5979	5682	-6.6%	18770	11226	-40.2%	849	1209	42.4%
Capitola	8760	7883	-12.3%	25078	14363	-42.7%	1668	2552	53.0%
Central	45936	38904	-15.5%	108284	61666	-42.1%	11154	12848	15.2%
Felton	1832	1650	-9.9%	6980	5350	-23.4%	178	143	-19.7%
Garfield Park	3488	2067	-40.7%	10278	6669	-35.1%	503	693	37.8%
La Selva Beach	747	1014	35.7%	2876	2253	-21.7%	104	303	191.7%
Live Oak	13334	12409	-6.9%	34789	21131	-39.3%	3124	3354	7.4%
Scotts Valley	18253	13923	-23.7%	43059	25142	-41.6%	2834	6249	120.5%
Outreach	2216	2885	30.2%	3942	2130	-46.0%	2799	2747	-1.8%
TOTAL	125629	107178	-14.7%	313547	187505	-40.2%	26796	34376	28.3%
note: Circulation includes self check but busyness does not Busyness is a measure of staff workload.									

10/11 VOLUME AND PERCENT CHANGE

	Circulation			Busyness*			Reference/Info			Visitors		
	FY0910	FY1011	%change	FY0910	FY1011	%change	FY0910	FY1011	%change	FY0910	FY1011	%change
April												
Aptos	19434	18177	-6.5%	45604	31620	-30.7%	3402	3003	-11.7%	10,818	10695	-1.1%
Boulder Creek	3140	2870	-8.6%	9201	6794	-26.2%	182	277	52.2%	2,799	2,082	-25.6%
Branciforte	5681	4891	-13.9%	17491	12208	-30.2%	849	754	-11.2%	6,995	5113	-26.9%
Capitola	8474	7038	-16.9%	23112	14559	-37.0%	1668	2279	36.6%	5,482	5185	-5.4%
Central	43203	36972	-14.4%	93354	61166	-34.5%	11154	13047	17.0%	30,979	28377	-8.4%
Felton	1864	1497	-19.7%	6373	4444	-30.3%	178	95	-46.5%	1,467	1082	-26.2%
Garfield Park	2433	1919	-21.1%	7828	5370	-31.4%	503	361	-24.2%	2,257	2629	16.5%
La Selva Beach	814	959	17.8%	2802	2308	-17.6%	104	212	103.8%	707	1188	68.0%
Live Oak	12263	11989	-2.2%	27666	21505	-22.3%	3124	2795	-10.5%	9,251	8424	-8.9%
Scotts Valley	16526	13507	-18.3%	38032	25176	-33.8%	2951	5729	94.1%	10,429	9165	-12.1%
Outreach	2178	2676	22.9%	3705	2579	-30.4%	2232	3272	46.6%	1,050	1844	75.6%
TOTAL	116010	102495	-11.6%	275166	187729	-31.8%	26347	31844	20.9%	82,227	75,784	-7.8%

PER OPEN HOUR

	Circ/ Open Hour		Busyness/ Open Hour		Refill/ Open Hour		Visits/ Open Hour				
	FY0910	FY10/11	FY0910	FY10/11	FY0910	FY10/11	FY0910	FY10/11			
		%change		%change		%change		%change			
July											
Aptos	150	147	-3%	341	-6%	25	28	16%	98	73	-26%
Boulder Creek	67	15	-78%	44	-78%	1	3	119%	86	9	-89%
Branciforte	111	101	-8%	359	-16%	59	9	-84%	107	78	-27%
Capitola	106	112	6%	294	5%	25	15	-38%	73	59	-19%
Central	257	247	-4%	571	-9%	76	27	-65%	196	172	-13%
Felton	73	59	-20%	281	-29%	5	6	45%	54	35	-36%
Garfield Park	70	44	-38%	215	-38%	11	8	-50%	67	37	-44%
La Selva Beach	28	17	-41%	104	-37%	2	0	-100%	35	25	-27%
Live Oak	106	110	4%	268	-31%	14	0	-100%	88	56	-36%
Scotts Valley	125	130	4%	295	-3%	22	18	-17%	89	81	-9%
TOTAL	1093	980	-10%	2939	-20%	240	114	-52%	894	626	-30%
August											
Aptos	156	145	-7%	361	-6%	25	28	16%	88	81	-8%
Boulder Creek	80	16	-80%	204	-77%	1	3	217%	87	11	-87%
Branciforte	129	93	-28%	330	-29%	59	9	-84%	105	76	-27%
Capitola	122	100	-19%	290	-2%	25	15	-38%	66	61	-8%
Central	250	248	-1%	578	-16%	76	27	-65%	200	168	-16%
Felton	57	46	-19%	201	-16%	5	8	61%	44	28	-36%
Garfield Park	60	52	-14%	190	-17%	11	6	-50%	61	48	-22%
La Selva Beach	22	16	-30%	81	-31%	2	0	-100%	24	21	-11%
Live Oak	109	108	-1%	268	-28%	14	0	-100%	84	90	7%
Scotts Valley	119	118	0%	278	0%	22	18	-17%	83	74	-11%
TOTAL	1104	942	-15%	2292	-18%	240	114	-52%	841	658	-22%
Sept											
Aptos	148	134	-9%	340	-17%	25	28	14%	91	67	-27%
Boulder Creek	68	14	-80%	193	-79%	1	3	224%	41	9	-78%
Branciforte	98	92	-7%	284	-4%	59	9	-84%	95	79	-17%
Capitola	104	94	-9%	281	-7%	25	15	-38%	69	55	-20%
Central	241	232	-4%	543	-4%	76	27	-65%	199	159	-20%
Felton	67	48	-29%	221	-28%	5	8	57%	40	36	-11%
Garfield Park	65	49	-24%	192	-24%	11	6	-48%	40	38	-5%
La Selva Beach	23	12	-50%	86	-64%	2	0	-100%	29	16	-43%
Live Oak	104	103	-1%	250	-30%	14	0	-100%	85	58	-32%
Scotts Valley	120	115	-4%	278	-5%	22	18	-19%	79	77	-2%
TOTAL	1038	893	-13.96%	2690	-23%	240	114	-52%	768	594	-23%
Oct											
Aptos	144	128	-11%	338	-39%	16	26	63%	81	69	-15%
Boulder Creek	64	24	-63%	198	-47%	14	3	-82%	47	15	-69%
Branciforte	119	83	-31%	341	-36%	29	4	-87%	107	66	-38%
Capitola	107	90	-16%	288	-19%	13	18	42%	61	56	-8%
Central	247	215	-13%	563	-44%	70	51	-28%	225	145	-35%
Felton	59	34	-42%	200	-57%	18	4	-79%	50	18	-64%
Garfield Park	56	36	-36%	173	-49%	27	3	-89%	50	34	-33%
La Selva Beach	24	12	-52%	89	-65%	1	4	293%	26	16	-39%
Live Oak	104	102	-3%	255	-35%	13	22	65%	78	75	-3%
Scotts Valley	123	103	-16%	281	-22%	24	35	46%	79	67	-15%
TOTAL	1047	826	-21%	2726	-41.3%	225	168	-25%	803	560	-30%

PER OPEN HOUR

	Circ/Open Hour		Busyness/Open Hour		%change		Ref/Info/Open Hour		Visits/Open Hour		%change	
	FY0910	FY10/11	FY0910	FY10/11	FY0910	FY10/11	FY0910	FY10/11	FY0910	FY10/11	FY0910	FY10/11
Nov												
Aptos	115	117	278	205	-25%	26	16	26	63%	90	84	-6%
Boulder Creek	53	39	161	107	-33%	14	3	3	-82%	42	24	-42%
Branchiforte	89	65	265	168	-36%	29	29	4	-87%	100	59	-41%
Capitola	79	79	220	220	0%	13	13	18	42%	65	48	-26%
Central	211	201	478	317	-34%	70	70	51	-28%	185	132	-29%
Felton	44	28	147	90	-39%	18	4	4	-79%	47	16	-66%
Garfield Park	49	26	147	93	-37%	27	3	3	-89%	64	25	-60%
La Selva Beach	21	15	70	37	-47%	1	1	4	293%	26	27	2%
Live Oak	97	102	234	167	-29%	13	22	22	65%	90	77	-14%
Scotts Valley	96	79	228	191	-16%	24	24	35	46%	86	72	-16%
TOTAL	855	750	2228	1595	-28%	225	225	168	-25%	795	565	-29%
Dec (closed 1 wk)												
Aptos	169	100	408	182	-55%	16	16	26	63%	100	54	-46%
Boulder Creek	70	35	214	94	-56%	14	14	3	-82%	39	21	-47%
Branchiforte	103	60	339	139	-59%	29	29	4	-87%	102	57	-44%
Capitola	108	60	326	154	-53%	13	13	18	42%	59	42	-30%
Central	305	183	700	307	-56%	70	70	51	-28%	183	126	-35%
Felton	69	23	235	78	-67%	18	4	4	-79%	54	15	-73%
Garfield Park	64	27	206	92	-56%	27	3	3	-89%	56	38	-32%
La Selva Beach	27	11	100	30	-70%	1	1	4	293%	26	18	-30%
Live Oak	135	94	333	158	-53%	13	22	22	65%	97	65	-33%
Scotts Valley	136	90	328	178	-46%	24	24	35	46%	91	55	-39%
TOTAL	1186	683	3189	1412	-56%	225	225	168	-25%	817	412	-50%
January												
Aptos	146	117	335	195	-42%	25	25	25	0%	82	69	-16%
Boulder Creek	60	36	177	108	-39%	4	4	3	-27%	32	23	-28%
Branchiforte	114	67	317	148	-53%	14	14	16	11%	92	64	-31%
Capitola	99	82	262	159	-39%	19	19	27	39%	56	59	6%
Central	281	216	621	331	-47%	64	64	63	-2%	182	156	-14%
Felton	51	27	187	88	-53%	5	5	2	-57%	42	16	-61%
Garfield Park	52	28	155	91	-41%	10	10	9	-8%	50	34	-32%
La Selva Beach	23	17	77	35	-54%	3	3	5	67%	22	19	-13%
Live Oak	116	109	284	184	-35%	26	26	26	0%	78	83	6%
Scotts Valley	123	101	279	186	-34%	20	20	42	108%	81	69	-15%
TOTAL	1064	800	2695	1525	-43%	190	190	217	14%	717	592	-17%
February												
Aptos	138	117	325	195	-40%	25	25	25	0%	78	67	-14%
Boulder Creek	57	36	172	108	-37%	4	4	3	-27%	35	23	-34%
Branchiforte	97	67	296	148	-50%	14	14	16	11%	80	68	-15%
Capitola	97	82	266	159	-40%	19	19	27	39%	59	57	-4%
Central	250	216	571	331	-42%	64	64	63	-2%	174	139	-20%
Felton	45	27	170	88	-48%	5	5	2	-57%	35	20	-44%
Garfield Park	49	28	150	91	-40%	10	10	9	-8%	41	36	-14%
La Selva Beach	20	17	71	35	-51%	3	3	5	67%	20	21	7%
Live Oak	96	109	251	184	-27%	26	26	26	0%	75	74	-2%
Scotts Valley	113	101	267	186	-30%	20	20	42	108%	75	67	-10%
TOTAL	962	800	2639	1525	-40%	190	190	217	14%	672	572	-15%

PER OPEN HOUR

	Circ/ Open Hour		Busyness/ Open Hour		Refinfo/ Open Hour		Visits/ Open Hour	
	FY0910	FY10/11	FY0910	FY10/11	FY0910	FY10/11	FY0910	FY10/11
		%change		%change		%change		%change
March								
Aptos	154	110	368	180	25	25	92	80
		-29%		-51%				0%
Boulder Creek	71	34	201	88	4	3	45	30
		-52%		-56%				-27%
Branciforte	99	72	309	144	14	16	88	73
		-27%		-53%				11%
Capitola	101	81	289	151	19	27	59	62
		-20%		-48%				39%
Central	285	191	613	302	64	63	188	167
		-28%		-51%				-2%
Felton	53	25	201	82	5	2	32	17
		-52%		-59%				-57%
Garfield Park	67	27	198	86	10	9	62	42
		-60%		-57%				-8%
La Selva Beach	22	17	83	37	3	5	22	24
		-22%		-55%				67%
Live Oak	110	95	287	163	26	26	93	75
		-13%		-43%				0%
Scotts Valley	132	95	311	171	20	42	90	64
		-28%		-45%				108%
TOTAL	1073	745	2860	1403	190	217	771	634
		-31%		-51%				14%
April								
Aptos	140	110	329	192	25	18	78	65
		-21%		-42%				-26%
Boulder Creek	60	32	177	75	4	3	54	23
		-48%		-58%				-13%
Branciforte	94	63	288	157	14	10	115	66
		-33%		-46%				-31%
Capitola	98	74	267	153	19	24	63	54
		-24%		-43%				24%
Central	249	182	539	300	64	64	179	139
		-27%		-44%				0%
Felton	54	23	184	68	5	1	42	17
		-57%		-63%				-71%
Garfield Park	47	25	151	69	10	5	43	34
		-47%		-54%				-49%
La Selva Beach	23	16	81	38	3	3	20	20
		-33%		-53%				16%
Live Oak	101	92	228	165	26	22	76	65
		-9%		-27%				-17%
Scotts Valley	119	92	274	171	21	39	75	62
		-23%		-38%				83%
TOTAL	985	707	2517	1388	190	189	747	544
		-28%		-45%				-1%

10/11 SELF CHECKOUT

JULY									
	#1	#2	#3	#4	#5	#6		TOTAL	% Circ
Aptos	2270							2,270	11%
Boulder Creek								0	0%
Branciforte								0	0%
Capitola								0	0%
Central	3725	1187						4,912	11%
Felton								0	0%
Garfield Park								0	0%
La Selva Beach	803							803	80%
Live Oak	4036	3365	3601					11,002	83%
Scotts Valley	1861							1,861	10%
Subtotal								20,848	17%
AUGUST									
	#1	#2	#3	#4	#5	#6		TOTAL	% Circ
Aptos	2298							2,298	11%
Boulder Creek								0	0%
Branciforte								0	0%
Capitola								0	0%
Central	12009	3438						15,447	36%
Felton								0	0%
Garfield Park								0	0%
La Selva Beach	795							795	84%
Live Oak	4867	3514	3696					12,077	92%
Scotts Valley	1675							1,675	10%
Subtotal								32,292	27%
SEPTEMBER									
	#1	#2	#3	#4	#5	#6		TOTAL	% Circ
Aptos	2792	1374	1360					5,526	30%
Boulder Creek								0	0%
Branciforte								0	0%
Capitola								0	0%
Central	8329	3984	4524	3794				20,631	51%
Felton								0	0%
Garfield Park								0	0%
La Selva Beach	607							607	86%
Live Oak	4351	3000	3068					10,419	83%
Scotts Valley	1981							1,981	12%
Subtotal								39,164	34%
OCTOBER									
	#1	#2	#3	#4	#5	#6		TOTAL	% Circ
Aptos	4238	3556	4466					12,260	63%
Boulder Creek								0	0%
Branciforte								0	0%
Capitola								0	0%
Central	7047	6743	9340	4130				27,260	67%
Felton								0	0%
Garfield Park								0	0%
La Selva Beach	514							514	72%

10/11 SELF CHECKOUT

Live Oak	4427	2955	3441				10,823	85%
Scotts Valley	2951	507	783				4,241	29%
Subtotal							55,098	49%
NOVEMBER								
	#1	#2	#3	#4	#5	#6	TOTAL	% Circ
Aptos	4716	3470	4790				12,976	67%
Boulder Creek							0	0%
Branciforte	1406	1578					2,984	59%
Capitola							0	0%
Central	6109	7211	10062	5016			28,398	69%
Felton							0	0%
Garfield Park							0	0%
La Selva Beach	692						692	76%
Live Oak	4502	3950	2835				11,287	85%
Scotts Valley	3625	2269	3127				9,021	78%
Subtotal							65,358	60%
DECEMBER								
	#1	#2	#3	#4	#5	#6	TOTAL	% Circ
Aptos	4303	2906	5069				12,278	75%
Boulder Creek							0	0%
Branciforte	1534	2294					3,828	82%
Capitola	1655	1464					3,119	55%
Central	4817	6631	10359	3851			25,658	69%
Felton							0	0%
Garfield Park							0	0%
La Selva Beach	535						535	82%
Live Oak	4314	3286	2452				10,052	82%
Scotts Valley	3199	1979	2723				7,901	60%
Subtotal							63,371	64%
JANUARY								
	#1	#2	#3	#4	#5	#6	TOTAL	% Circ
Aptos	4709	3677	6262				14,648	76%
Boulder Creek							0	0%
Branciforte	1646	2474					4,120	79%
Capitola	3021	3210					6,231	80%
Central	4905	7603	12437	5314			30,259	69%
Felton							0	0%
Garfield Park							0	0%
La Selva Beach	804						804	79%
Live Oak	4908	3829	3230				11,967	85%
Scotts Valley	3670	2565	3708				9,943	67%
Subtotal							77,972	67%
FEBRUARY								
	#1	#2	#3	#4	#5	#6	TOTAL	% Circ
Aptos	4709	3677	6262				14,648	76%
Boulder Creek							0	0%
Branciforte	1646	2474					4,120	79%
Capitola	3021	3210					6,231	80%

10/11 SELF CHECKOUT

Central	4905	7603	12437	5314				30,259	69%
Felton								0	0%
Garfield Park								0	0%
La Selva Beach	804							804	79%
Live Oak	4908	3829	3230					11,967	85%
Scotts Valley	3670	2565	3708					9,943	67%
Subtotal								77,972	67%
MARCH									
	#1	#2	#3	#4	#5	#6		TOTAL	% Circ
Aptos	4603	3345	5944					13,892	77%
Boulder Creek	867	1						868	28%
Branciforte	2092	2369						4,461	80%
Capitola	2991	3190						6,181	80%
Central	3933	6749	11188	5128				26,998	70%
Felton								0	0%
Garfield Park								0	0%
La Selva Beach	815							815	80%
Live Oak	4380	3686	2595					10,661	86%
Scotts Valley	3555	2287	3378					9,220	66%
Subtotal								73,096	68%
APRIL									
	#1	#2	#3	#4	#5	#6	YP #20	TOTAL	% Circ
Aptos	4526	3317	6282					14,125	78%
Boulder Creek	1702	520						2,222	77%
Branciforte	1760	2090						3,850	79%
Capitola	2595	2994						5,589	79%
Central	3367	6247	10990				5228	25,832	70%
Felton	1027							1,027	69%
Garfield Park	679	557						1,236	64%
La Selva Beach	792							792	83%
Live Oak	3939	3704	2463					10,106	84%
Scotts Valley	3248	2602	3483					9,333	69%
Subtotal								74,112	72%

10/11 SELF CHECKOUT

	#1	#2	#3	#4	#5	#6	YP #20	TOTAL	% Circ
Aptos	39164	25322	40435	0	0	0		104,921	56%
Boulder Creek	2569	521	0	0	0	0		3,090	10%
Branciforte	10084	13279	0	0	0	0		23,363	44%
Capitola	13283	14068	0	0	0	0		27,351	35%
Central	59146	57396	81337	32547	0	0	5228	235,654	58%
Felton	1027	0	0	0	0	0		1,027	6%
Garfield Park	679	557	0	0	0	0		1,236	6%
La Selva Beach	7161	0	0	0	0	0		7,161	80%
Live Oak	44632	35118	30611	0	0	0		110,361	85%
Scotts Valley	29435	14774	20910	0	0	0		65,119	44%
Total	207180	161035	173293	32547	0	0	5228	579,283	52%

◀ Brandon W. Borrows, CPA
◀ David L. Hale, CPA, CFP
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◀ Donald G. Slater, CPA
◀ Richard K. Kikuchi, CPA
◀ Susan F. Blatz, CPA
◀ Shelly K. Jackley, CPA
◀ Bryan S. Gruber, CPA

April 27, 2011

To the Administrative Board of Santa Cruz
Public Libraries Joint Powers Authority
Santa Cruz, California

We are engaged to audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Santa Cruz Public Libraries Joint Powers Authority (Authority) for the year ended June 30, 2011. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibility under U.S. Generally Accepted Auditing Standard

As stated in our engagement letter, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Other Information in Documents Containing Audited Financial Statements

Our responsibility for the supplementary information accompanying the financial statements, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will communicate our significant findings at the conclusion of the audit. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We expect to begin our audit in approximately the second quarter of 2011 and issue our report by the date previously agreed to by management.



To the Administrative Board of Santa Cruz
Public Libraries Joint Powers Authority
Santa Cruz, California

This information is intended solely for the use of the governing board and management and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Lance, Soll & Luyhard, LLP