

LIBRARY JOINT POWERS AUTHORITY BOARD

Monday October 7, 2013
Downtown Branch Meeting Room
224 Church St. Santa Cruz CA 95060

6:30 PM PUBLIC MEETING

1. ROLL CALL
2. APPROVE AGENDA OF October 7, 2013
3. ORAL COMMUNICATIONS
4. PRESENTATION: DEBUT OF "NEW" DONATED BABY GRAND PIANO
5. STAFF RECOGNITION AND NEW STAFF MEMBERS INTRODUCTION
6. MEMBER REPORTS
7. CONSENT AGENDA
 - A. Approve Minutes of September 9 (PG.5-10)
 - B. Approve application procedures for Library District 2 Board opening in January 2014. (PG.11-25)
 - C. Approve resolution to accept COE grant (PG.26-27)
 - D. Approve revised Meeting Room Policy and Procedures (PG.28-34)
8. FRIENDS OF THE SANTA CRUZ PUBLIC LIBRARIES REPORT
9. STAFF REPORTS
 - INFORMATION ITEMS*
 - A. Monthly Narrative Reports: September 2013 (PG.35-40)
 - B. Statistical Reports (PG.41)
 - C. Financial Snapshots July and August (PG.42-43)
 - D. Handicapped restrooms at Downtown Library (PG.44)

ACTION ITEMS

- E. Contract with Polaris for new ILS (PG.45-76)

10. OTHER BUSINESS

- A. FMP Steering Committee Report (PG.77-78)

11. WRITTEN COMMUNICATIONS

- A. Patron Written Comments (PG.79-80)
- B. Security Incidents Log (PG.81-84)
- C. Website Statistics (PG.85)
- D. Articles about Santa Cruz and California Libraries (PG.86-96)
- E. Articles on Libraries Nationwide (PG.97-101)
- F. Library Sales Tax and Property Tax Revenue (PG.102)
- G. Summary Presentation of Library Survey Results (PG.103-112)

12. BOARD MEETING CALENDAR

- A. The Board will consider its current meeting schedule and may revise it as necessary.
- B. November Board meeting – date change or cancellation

13. NEXT MEETING

The next regularly scheduled meeting is Thursday, November 7, 2013 at 6:30 pm at the Downtown Branch Library.

14. ADJOURN

The Library Joint Powers Authority Board will adjourn from the Regular Meeting of October 7, 2013 to the Regular Meeting of November 7, 2013 at 6:30pm at the Downtown Branch Library Meeting Room.

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 subfinders@santacruzpl.org.

STAFF REPORT

DATE: October 3, 2013
TO: Library Joint Powers Board
FROM: SCPL Recognition Committee
CC: FSCPL
RE: Staff Recognition Monthly Report

SUMMARY

The Library has instituted a way to recognize staff formally and on an on-going basis. The committee will be recognizing these individuals monthly in a report to the LJPB.

Mission

Staff are our most valuable resource and as such, are deserving of ongoing recognition to feel connected and to keep morale high. The Staff Recognition Committee is charged with developing ways to accomplish this purpose.

NOMINATIONS

Laura VanDerslice

Not only does she keep Live Oak in tip-top shape but she's a great leader, teacher, and coworker. I couldn't ask for a better person to work under and along side (Nominated by Anonymous).

Linda Gault

Besides being outstanding to work for and work with, Linda faces unique challenges as the PIC here at SV because of all the things particular to this branch. In addition to an extremely active friends group and all they demand of Linda, she singlehandedly crafted the legal agreement that patrons must sign to check out laptops, which is done only at SV. Our single point of service desk has trials because of where it's positioned in the branch. We have study rooms with issues of their own. And we have a fireside room with a media wall requiring Linda's attention (Nominated by P. Jansen & K. Frey).

Janis O'Driscoll

I would like to nominate Janis for all she did to get the baby grand piano from the Civic. She coordinated the efforts of a number of people- music teachers group, Carol Panofsky, the Friends, etc getting the piano evaluated, arranging to get it moved and the old one gone, finding sponsors to pay for it all- overall an amazing effort and so quickly (Nominated by T. Landers).

Kevin Hildreth

Kevin is so caring. A regular "patron", an adult who is not able to live independently, was visiting our library when she began feeling poorly. Kevin called her housing place but the staff said to just let her walk home. Rather than risk her getting sick along the way and being by herself, Kevin decided to walk her home--just around the corner. Now that's real service with a smile (Nominated by L. Suhd).

Maile McGrew-Frede

A patron called this morning to complement us on the wonderful experience that she had at the library. She said that Maile went out of her way to help her to find a Rachmaninoff piece. She declined to give her name, and said that Maile had taken the time to make her library experience special (Nominated by G. Farthing).

SANTA CRUZ PUBLIC LIBRARIES
A CITY-COUNTY SYSTEM

LIBRARY JOINT POWERS BOARD

MINUTES

Aptos Branch Meeting Room
7695 Soquel Drive, Aptos, CA 96003

September 9, 2013

6:30 PM PUBLIC MEETING

I. ROLL CALL

Present: Supervisor Zach Friend, Councilmember Cynthia Mathews, Citizen Member Martha Dexter, Citizen Member Nancy Gerdt, Councilmember Michael Termini

Absent until 6:40 pm: Supervisor Bruce McPherson,
Absent until 6:45 pm: Councilmember Jim Reed,
Absent until 6:50 pm: Councilmember David Terrazas
Absent Citizenmember Dick English

Staff: Teresa Landers, Library Director
Marcus Pimentel, Finance Director

II. APPROVAL OF MEETING AGENDA OF SEPTEMBER 9, 2013

Supervisor Friend moved, seconded by Councilmember Mathews

That the Board approve the Agenda of September 9, 2013

UNAN

Absent: McPherson, Reed, Terrazas, English

III. ORAL COMMUNICATIONS

A member of the public expressed her concerns about WIFI use at the library.

- IV. PRESENTATION: Programming Division: Janis O'Driscoll & Staff
Janis O'Driscoll, Division Manager of Programs and Partnerships, introduced her staff: This year's team leader Jeanne O'Grady, Brenda McIlroy, Kari Gunn, Sandi Imperio, Paula Turpenen, and Laura Whaley, (Jasmin Avila, David Banta and Eric Chalfant were absent). Laura, Brenda and Jeanne gave an overview of the many programs and events the department organized and presented to the public. In the course of 2012/13 a total of 1,728 programs were presented and 36,986 people attended, which is an amazing success. The presentation ended with a video created by Diane Cowen.

V. STAFF RECOGNITION

VI. MEMBER REPORTS

None

VII. CONSENT AGENDA

Councilmember Termini moved, seconded by Councilmember Reed

That the Board approve the Consent Agenda of September 9, 2013.

UNAN

Absent: English

- A. Approve Minutes of July 1, 2013

- B.

That the Board approve transferring and appropriating \$5,000 from the McCaskill Trust for Local History for Fiscal Year 2013-2014 for the purchase of equipment for the pilot project. (Resolution #2013-11)

UNAN

Absent: English

C.

That the Board approve transferring and appropriating \$5,000 from the McCaskill Trust for Local History for Fiscal Year 2013-2014 for the purchase of materials for the Soundswell Project. (Resolution #2013-12)

**UNAN
Absent: English**

D.

That the Board approve accepting the Grant and appropriating \$3,000 from the First Five Grant for Fiscal Year 2013-2014 to continue its Family Place Project. (Resolution #2013-13)

**UNAN
Absent: English**

E and F.

That the Board approve the two revised policies: Gift Policy; Financial Donations and Guidelines for Board Members and Meetings; Communications and Decorum (with small editorial changes amended)

**UNAN
Absent: English**

G.

That the Board authorize the Library Director to sign the First Amendment to the Scotts Valley Library Lease.

**UNAN
Absent: English**

H. Annual and Reoccurring All Day Staff Training

1. That the Board approve closure for staff day on Monday, October 14, 2013.
2. That the Board approve closure on the day observed as Columbus Day in future years.

UNAN
Absent: English

VIII. FRIENDS OF THE SANTA CRUZ PUBLIC LIBRARIES REPORT

Pete Cullen, FSCPL President, gave an update on the Friends' activities in June which included:

In July and August 2013, FSCPL...

- Participated in Discretion Brewing's Love Monday's and received 20% of a day's beer sales, which was approx. \$500.
- Hosted 2nd Wine in the Stacks event at the Live Oak Library and raised a little more than \$500 for the SCPL Senior Outreach Program.
- Sponsored the Kids Summer Reading Program and provided books for the Kids Only Book Sale.

FSCPL plans include...

- **September 17, 5-6:30 pm** The Friends will host the Aptos Chamber of Commerce Mixer in September at the Aptos Library. We will showcase business sponsors and solicit new support for SCPL.
- **Staff Training** Staff are enrolled in Internet Video Production class at the Community Foundation in Aptos.
- **November 8 and 9** We will have our annual Fall Book Sale at the Civic. November 8 will be a members only night and will also feature other local non profits. This is an opportunity to celebrate other non profits in Santa Cruz as well.

IX. STAFF REPORTS

- A. Monthly Narrative Report: July and August 2013.
- B. Statistical Reports
- C. June Financial Snapshot.
- D. Presentation by Gene Bregman on facilities master plan implementation poll results. Gene Bregman & Associates, a Public Opinion & Marketing Research group, conducted 451 interviews in August 2013. Gene gave a summary presentation of results from a survey of likely voters in the Santa Cruz County Library District. In conclusion it was shown that people are supportive regardless when the measure is put on the ballot, most likely sometime in 2014. The voters are very positive about supporting local libraries. A much shorter follow-up survey may be conducted in the future. (A copy of the presentation is attached.)
- E. Annual Training Report.
- F. Annual Donations and Gift Reports.
- G. Update on ILS selection process.
Director Landers reported that contract negotiations are underway and a contract will be presented to the Board at the next meeting.

X. OTHER BUSINESS

- A. Report out from Finance Committee
Councilmember Termini reported that the Finance Committee is an advisory committee only. The Committee requests the addition of another member. The Committee also approves the guidelines as presented to the LJPB.

- i. Approve Guidelines

Supervisor McPherson moved, seconded by Councilmember Termini

That the Board approve the attached guidelines for the LJPB standing Finance Committee.

**UNAN
Absent: English**

- ii. Approve fourth member

Director Landers explained that originally the Finance Committee consisted of 4 members but had dropped to 3 members. She reported that Citizenmember Martha Dexter has expressed an interest in joining the Finance Committee, which is welcomed and supported by the members of the Finance Committee.

Councilmember Friend moved, seconded by Councilmember Termini

That the Board approve Martha Dexter as Finance Committee member.

UNAN

Absent: English

XI. WRITTEN COMMUNICATIONS

- A. Patron Written Comments
- B. Security Incidents Log
- C. Website Statistics
- D. Articles about Santa Cruz and California Libraries
- E. Articles on Libraries Nationwide
- F. County sales and property tax reports
- G. Workers' Compensation Annual Data
- H. Fourth Quarter Virtual Services Report - Overview

XII. BOARD MEETING CALENDAR

It was decided to postpone a decision on the date change for the November meeting until next month' meeting.

XIII. NEXT MEETING

The LJPB will adjourn from the Regular Meeting of Monday, September 9, 2013 to the next regularly scheduled meeting on Monday, October 7, 2013 at 6:30 pm at the Downtown Branch Library.

IVX. ADJOURN

The regular meeting adjourned at 7:54 p.m.

Respectfully submitted,

Helga Smith, Clerk of the Board

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

STAFF REPORT

DATE: September 19, 2013
TO: Library Joint Powers Board
FROM: Teresa Landers, Director of Libraries *TL*
RE: Process for Citizen Member Recruitment

RECOMMENDATION: Approve process for recruiting for a new Citizen Member for Library District 2.

SUMMARY

The opening in January 2014 for a new citizen member is in Library District 2. It is recommended that recruitment begin immediately, close on November 12, interviews on December 2 with a final vote on January 13, 2014.

BACKGROUND

In December 2012 three library districts were approved to achieve the goal of geographic diversity in the Citizen Member appointments to the Library Joint Powers Board.

Nancy Gerdt will have served her maximum two terms of four years each as of January 2014 and needs to be replaced. This opening is in Library District 2 which is described as The City of Scotts Valley, Supervisorial District 5 (less the portion within the City of Santa Cruz), Supervisorial District 1 (less the portion within the City of Santa Cruz), less the portion within the City of Capitola, less the portion of Live Oak south of Capitola Road. Essentially this means the San Lorenzo Valley, Scotts Valley, Pasatiempo and Soquel.

DISCUSSION

The attached documents outline the process:

1. Timeline: Recruit from October 8-November 12, interviews at the LJPB meeting on December 2 and final vote on January 13, 2014.
2. Cover letter describing the duties of the position, qualifications, etc.
3. General Information Packet
4. Application form
5. Maps: The three districts with several detailed maps showing the specific borders with Capitola, Live Oak and Santa Cruz. The City of Santa Cruz GIS department provided an interactive map which allows us to enter an actual address and determine which district it is in. This will be the final arbiter of determining eligibility should there be a question.

Recruitment will be accomplished through the following:

1. Advertisement in Sentinel and with neighborhood groups in District 2
2. Library website and social media posting
3. LJPB members publicize to their network, colleagues, etc.
4. County Board of Supervisors and Scotts Valley City Council announce opening
5. SCPL Friends communicate to their members and Board.

Citizen Member Recruitment and Appointment Draft Process

Timeline:

October 7	Review timeline and process with Board
Oct - Nov 12	Recruit applicants. Communicate opening to public and solicit applications.
November 12	Application deadline
December 2	Applicants provide 5-minute presentation to Board
Jan 13	Board nominates and elects citizen member

Applicant Package:

1. Cover Letter
2. Application
3. Information Package

Communicate Citizen Member Board opening:

- Advertisement in Sentinel and with neighborhood groups in District 2
- Library website posting
- Board members publicize to their network, colleagues
- County Board of Supervisors and Scotts Valley City Council announce opening
- SCPL Friends communicate to their members and Board.



December 4, 2013

Thank you for your interest in serving as a citizen member of the Santa Cruz City County Public Library Joint Powers Board (LJPB). The Library Joint Powers Agreement specifies that the Library Joint Powers Board shall be comprised of six elected officials and three citizens, appointed by the other six. The citizen members must be chosen to represent the geographic diversity of the library service area. This vacancy is for a citizen member residing in Library District 2 which is defined as The City of Scotts Valley, Supervisorial District 5 less the portion within the City of Santa Cruz, and Supervisorial District 1 less the portions within the Cities of Santa Cruz and Capitola and Live Oak south of Capitola Road. Several maps are attached to delineate borders. Specific addresses can be confirmed by contacting Library Administration.

Enclosed is an application and general information about the Citizen Member position on the Board.

The LJPB is a governing board that has responsibility for strategy, financial oversight and policy approval. The leadership and direction provided by the Board have a major impact on the value and effectiveness of library services to our community.

Your completed application must be received at our office no later than 5:00pm Tuesday, November 12, 2013.

Send your application to:
Santa Cruz Public Libraries
Citizen Member Applications,
117 Union Street,
Santa Cruz, CA 95060

or e-mail to henifink@santacruzpl.org

If you have any questions, please contact Library Director Teresa Landers (427-7706 ext. 7612 or landerst@santacruzpl.org) or David Terrazas Chair, Library Joint Powers Board (420-5023 or dterrazas@cityofsantacruz.com)

Sincerely,

Teresa Landers

Teresa Landers

David Terrazas

David Terrazas

Santa Cruz Public Library Joint Powers Library Board Citizen Member Information Packet

General Function

The SCPL Joint Powers Board (LJPB) is a governing board whose broad duties are outlined by the Joint Powers Agreement. The Board is responsible for financial oversight, passing a balanced annual budget, setting strategy and policy for the library to achieve its mission, and establishing criteria for success and evaluating library service. The Board ensures that quality library services are provided to meet the needs of a diverse community. The Board represents the public and is accountable to the public.

Board Composition

The nine member Board consists of six councilmembers appointed to the Board from their respective jurisdictions (two members from Santa Cruz City Council, one member from Scotts Valley City Council, one member from Capitola City Council, two members from the County Board of Supervisors) and three at-large citizen members representing geographic diversity appointed by majority vote of the Library Board.

The current (January 2014) Citizen Member opening on the Board is for a citizen member who resides in Library District 2 which is defined as The City of Scotts Valley, Supervisorial District 5 less the portion within the City of Santa Cruz and Supervisorial District 1 less the portions in the cities of Santa Cruz and Capitola and Live Oak south of Capitola Road. A map is attached. Specific addresses can be confirmed by contacting Library Administration.

Length of Term of Office

Elected officials serve at the pleasure of their appointing bodies. Citizen members serve a four-year term, with a limit of two consecutive terms.

Board Meetings

LJPB Meetings are held once a month usually on the first Monday of the month. If a holiday falls on the first Monday, the meeting is held on the second Monday. Occasional special meetings are called. Meetings begin at 6pm or 6:30pm based on the agenda and are

typically finished by 10pm. Meetings are open to the public and generally held at the Downtown Library Community Meeting Room, but may be held at other branch or community meeting rooms on occasion.

Expectations of a Library Board Member

- Support and uphold Library values, vision and mission.
- Prepare, attend, and actively participate in regularly monthly Board Meetings, occasional committee meetings, and special events.
- Read Board materials before each meeting. Research issues as needed and ensure they are understood before making decisions or setting direction.
- Become familiar with library branches, services and programs.
- Become and stay informed about issues and trends that affect libraries and the structure and operations of the SCPL.
- Although Citizen Members are chosen from a specific region of the County to ensure geographic diversity on the Board, they are expected to operate from a perspective that is objective and broad; and make decisions which maximize the benefit to the library system as a whole and provide value to the community.
- Be involved in policy setting and financial governance, not day-to-day management and operations of the library.
- Support the staff and ensure that the staff has the tools and training needed to succeed in their jobs.
- Assess the Library Director's performance and provide input to the Santa Cruz City Manager for the Annual Performance Review.
- Advocate on behalf of the library and represent the library to other community groups as appropriate.
- Be collegial, respectful, and participate in meetings, group discussions and public events.
- Uphold the public meeting requirements of the Brown Act.

Time Commitment:

Average time commitment is 8 to 15 hours per month (including meeting time). This will vary based on issues and work to be done and on participation in ad hoc or ongoing subcommittees, task forces and/or special events.

For More Information:

Information about the Board, Financial and Planning Documents, and current and past Board agendas and minutes:

<http://www.santacruzpl.org/aboutscpl/>

Information from CALTAC (California Association of Library Trustees) about Library Board membership: <http://caltac.org/>; and their Trustee Toolkit: <http://caltac.org/included/docs/toolkit.pdf>

Santa Cruz Public Library
Library Joint Powers Board

Citizen Member Application for Appointment

Note: Information contained in this application will become part of the public record.

Applications must be received via mail or e-mail by 5:00pm November 12, 2013.

Feel free to add additional pages or attach a resume or curriculum vita.

For more information, contact Teresa Landers, Library Director or David Terrazas, Chair of the Board.

Email: landerst@santacruzpl.org or dterrazas@cityofsantacruz.com

Mail: Santa Cruz Public Libraries
Citizen Member Applications
117 Union St.
Santa Cruz, CA 95060

Name:

Address:

Phone:

Email:

Occupation: (If retired, what was your occupation?)

How long have you been a resident of Santa Cruz County?

Briefly describe why you want to serve on the SCPL Joint Powers Board.

Briefly describe the specific knowledge, education, experience, abilities and skills you feel would be valuable to the Board.

Please indicate areas in which your knowledge would benefit the Board:

- Finance
- Strategic Planning
- Legal
- Government Relations
- Management
- Human Resources
- Building Programs
- Technology
- Marketing
- Librarianship
- Other (please explain)

List and briefly describe current or former involvement in community or professional organizations that you feel is relevant to your candidacy for the Board.

How would you describe your knowledge of the Santa Cruz County Public Library system?

What do you think are the library's most important roles in the community?

What are some of the challenges facing libraries?

What are some of the opportunities facing libraries?

What are your goals in serving on the Board?

Do you have regular access to email and the Internet?

Provide any other information that you feel would be of interest.

Signature

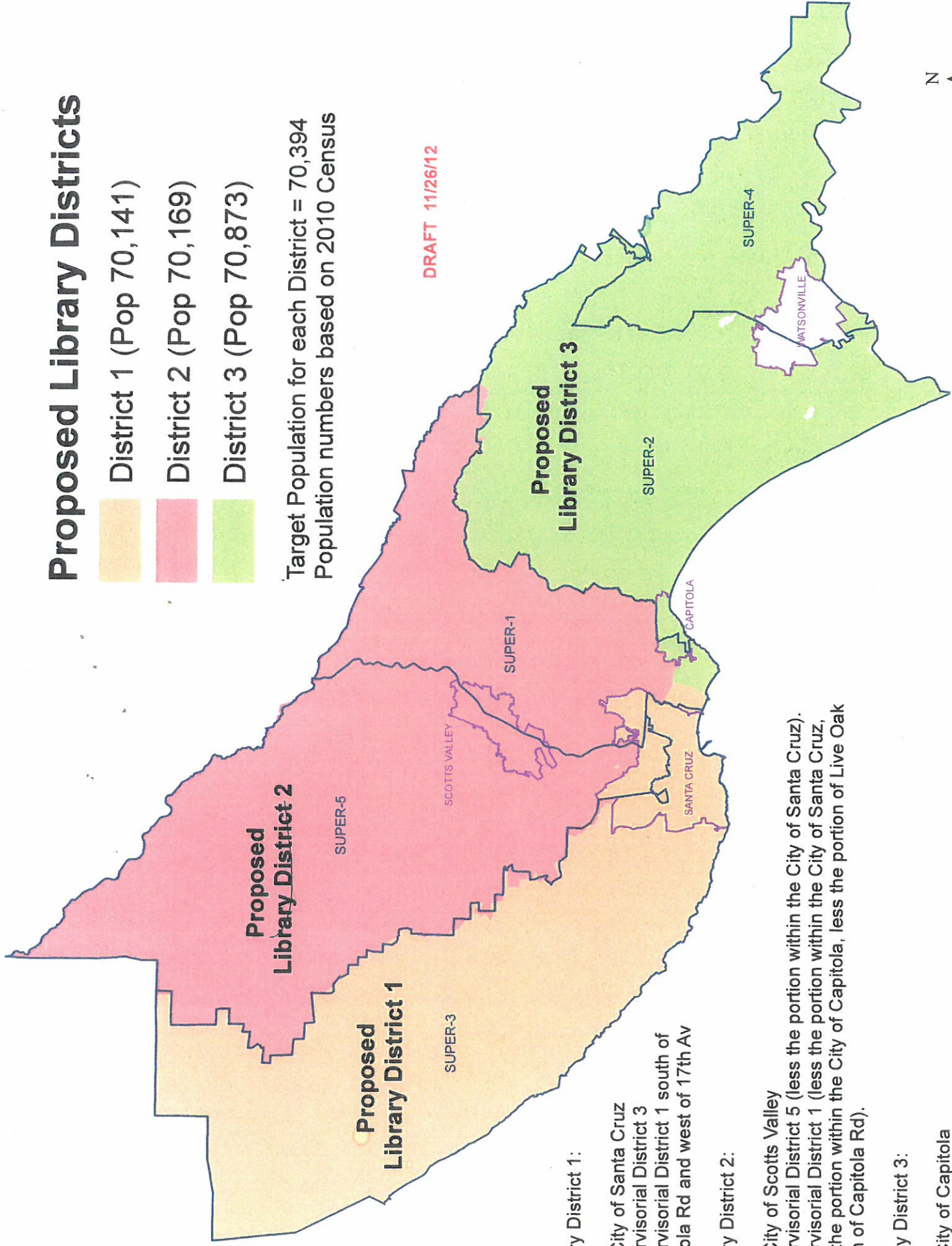
Date

Proposed Library Districts

- District 1 (Pop 70,141)
- District 2 (Pop 70,169)
- District 3 (Pop 70,873)

Target Population for each District = 70,394
 Population numbers based on 2010 Census

DRAFT 11/26/12



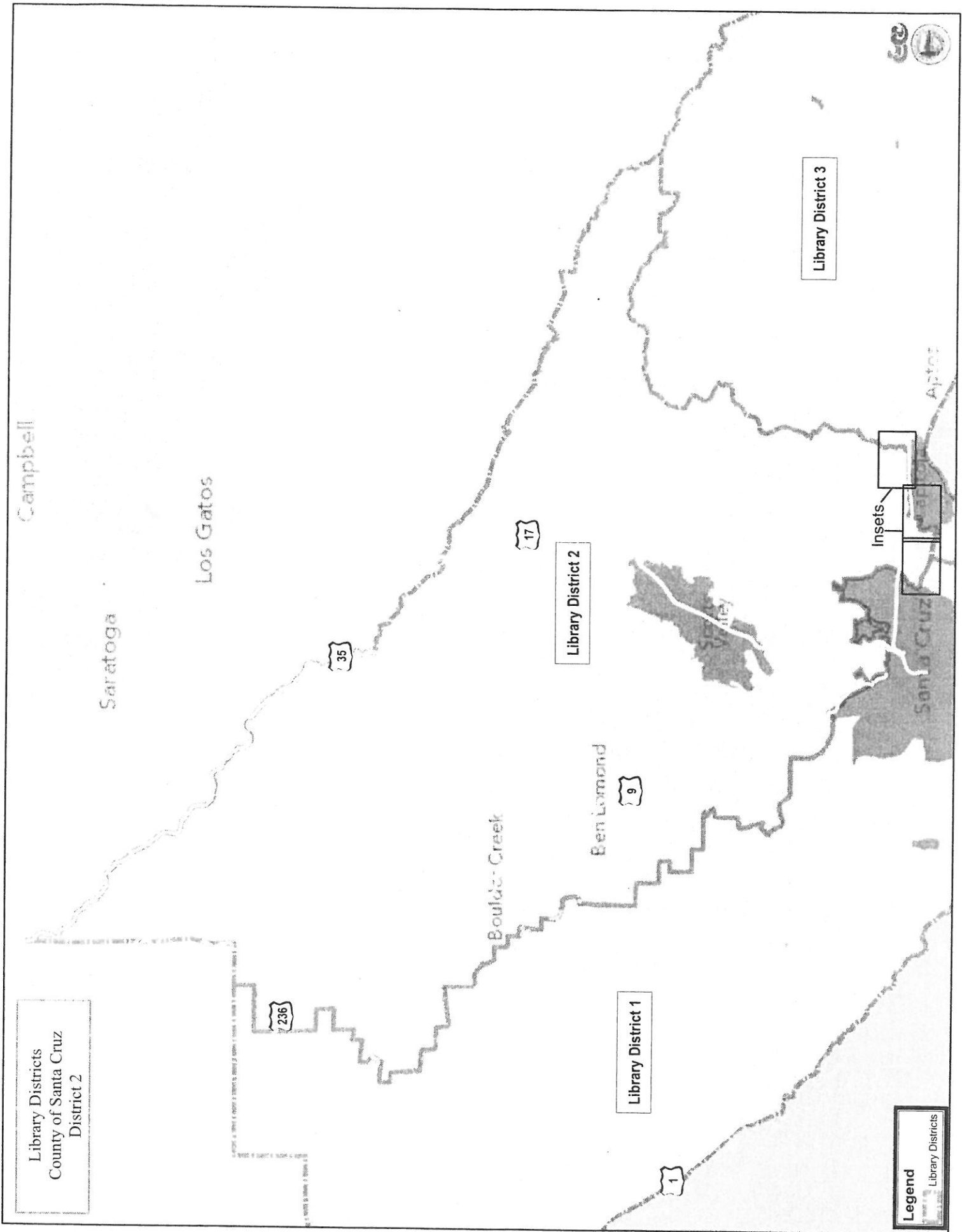
Library District 1:
 The City of Santa Cruz
 Supervisorial District 3
 Supervisorial District 1 south of
 Capitola Rd and west of 17th Av

Library District 2:

The City of Scotts Valley
 Supervisorial District 5 (less the portion within the City of Santa Cruz).
 Supervisorial District 1 (less the portion within the City of Santa Cruz,
 less the portion within the City of Capitola, less the portion of Live Oak
 south of Capitola Rd).

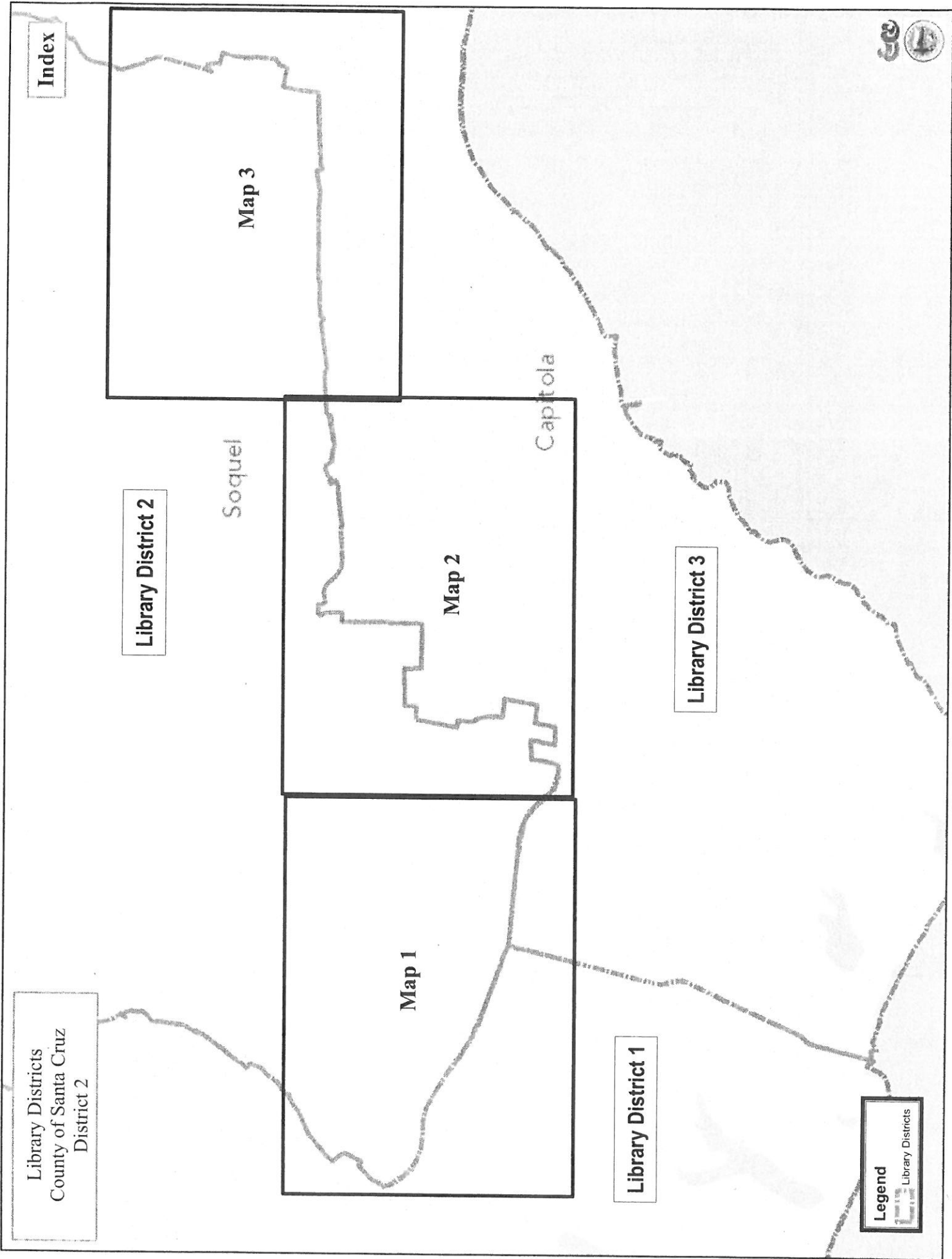
Library District 3:

The City of Capitola
 Supervisorial District 2 (less the City of Watsonville - not part of Library District)
 Supervisorial District 4 (less the City of Watsonville - not part of Library District)
 Supervisorial District 1 in Live Oak south of Capitola Rd. and east of 17th av

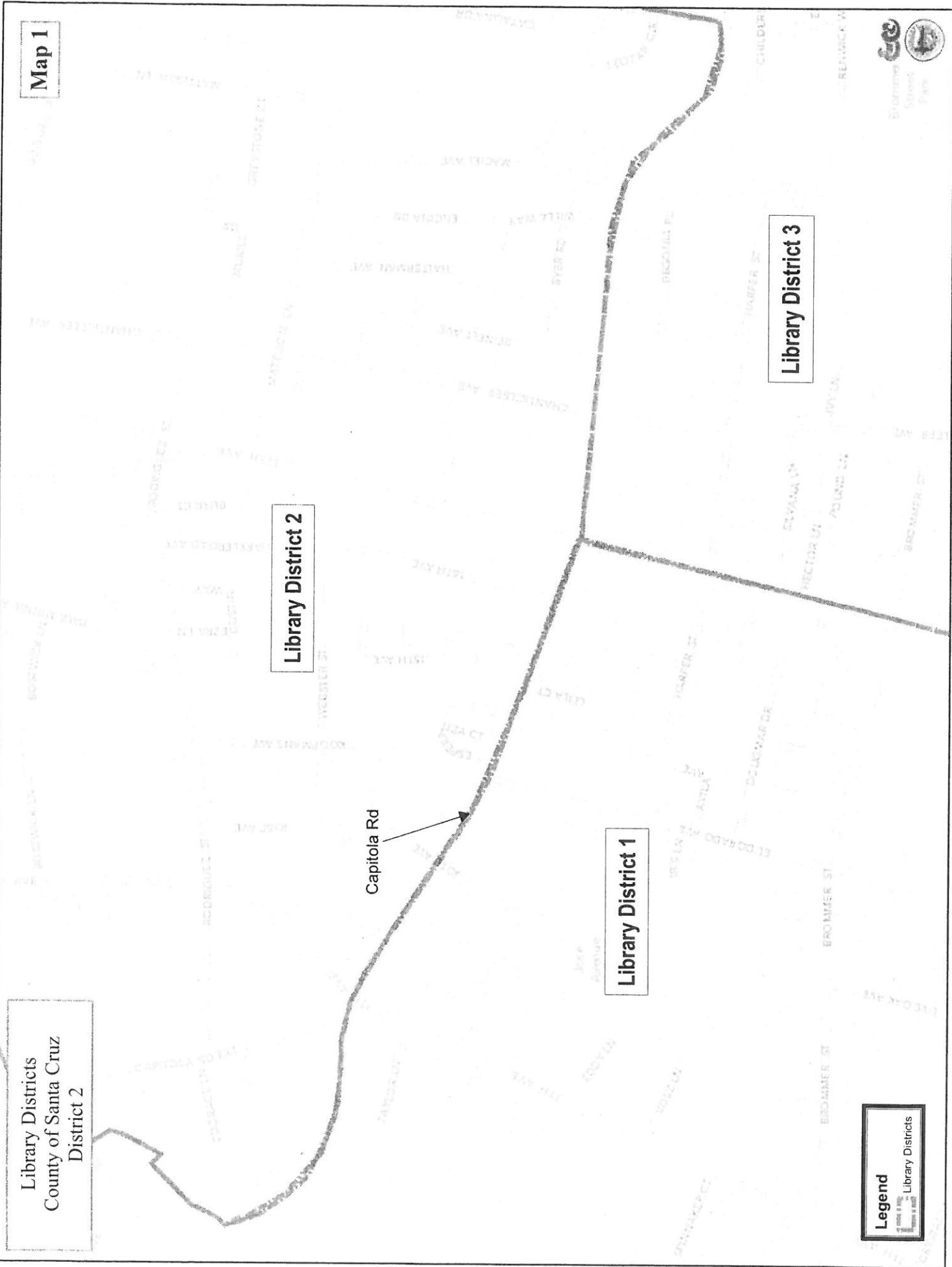


Library Districts
County of Santa Cruz
District 2

Legend
Library Districts



Map 1



Library Districts
County of Santa Cruz
District 2

Library District 2

Capitola Rd

Library District 1

Library District 3

Legend
Library Districts
Santa Cruz Library District
1700 Broadway
Santa Cruz, CA 95060
408.298.2200

Map 2

**Library Districts
County of Santa Cruz
District 2**

Library District 2

Library District 3

Legend
Library Districts



Map 3



Library District 3


Library District 2

Library Districts
County of Santa Cruz
District 2

Legend

- Library Districts

STAFF REPORT

DATE: October 1, 2013
TO: Library Joint Powers Board
FROM: Teresa Landers, Director of Libraries 
RE: Santa Cruz County Office of Education Grant

RECOMMENDATION: Adopt Resolution #2013-014 (see attached).

DISCUSSION

The Santa Cruz Public Library was approached by the Santa Cruz County Office of Education to establish a partnership focused on enhancing education for students in the county.

The primary goal of this collaboration is to support the Santa Cruz Public Library in offering after school homework help.

This homework help includes California certified teachers as tutors as well as applicable software for the use of tutoring.

The Santa Cruz County Office of Education grant monies will be used to support these services.



RESOLUTION # 2013-14

**RESOLUTION OF THE SANTA CRUZ LIBRARY JOINT POWERS
AUTHORITY BOARD ACCEPTING AND APPROPRIATING FUNDS FROM
THE SANTA CRUZ COUNTY OFFICE OF EDUCATION
FOR FISCAL YEAR 2013-2014**

WHEREAS, the Santa Cruz County Office of Education has awarded the Santa Cruz Library System a grant in the amount of \$16,875 to continue to provide tutoring for library patrons under 18 years of age;

NOW THEREFORE, be it resolved that the Library Joint Powers Authority Board

Accept the grant and amend the FY 13-14 Budget for \$16,875 from the Santa Cruz County Office of Education for the above named project.

PASSED AND ADOPTED this 7th day of October 2013 by the following votes:

AYES: Board Member(s):

NOES: Board Member(s):

ABSENT: Board Member(s):

DISQUALIFIED: Board Member(s):

APPROVED

ATTEST

Chair

Board Clerk

STAFF REPORT

DATE: October 3, 2013
TO: Library Joint Powers Board
FROM: Teresa Landers, Director of Libraries
RE: Meeting Room Policy & Procedures

RECOMMENDATION: Library Joint Powers Authority Board approve the revised meeting room policy and procedures as two separate documents; including instituting a fee for use of the baby grand piano with the fees collected designated for an ongoing piano maintenance fund.

SUMMARY

While the Meeting Room Policy is not due for review for another year, major changes in the equipment now available necessitate an immediate review. The recommendation is to separate the policy from the procedures so that the policy does not need to be reviewed as often. It is also recommended that a fee be instituted for use of the newly acquired baby grand piano.

BACKGROUND

In 2011 the meeting room policy was revised to reflect changes in how the meeting rooms were being used by the public.

In September 2013, we began the installation of large projection screens with wireless access via Apple or PC devices in the four public meeting rooms in Aptos, Boulder Creek, Downtown and Scotts Valley.

In addition, the Santa Cruz Civic Auditorium gave its 1937 baby grand piano to the Library. Carol Panofsky and members of the Santa Cruz County Music Teachers Association recommended that the Library accept the gift after playing the instrument and finding it of excellent quality. The Association paid to have the piano moved to the Downtown Branch, to have a piano technician evaluate and tune the instrument, and to reinforce its legs to assure its safe use in a public space. Additionally, they paid for a waterproof protective cover and a lock for the keyboard. The Library accepts responsibility for maintaining the piano. The Friends of the Santa Cruz Public Libraries has also offered support.

DISCUSSION

A review of the Meeting Room Policy indicated a document that included both policy and procedures. In order to avoid having to update the policy every time there is a change in procedure, equipment added or deleted, etc, it is recommended that the document be divided into a Policy Statement and a Procedures Document. The fees charged for specific equipment and services as well as procedures can be more easily updated using the Procedures Document; while review of the underlying policy issues need only occur on a three year basis.

In reviewing the list of equipment available, it became very clear that this is a very fluid list, and, as such, should not be part of a policy statement. Both the addition and deletion of equipment may occur at any time.

A fee for using the piano is new and needs to be approved by the LJPB. Carol Panofsky and Mary Jane Cope (UCSC Piano Instructor) have told us that the room and the piano are likely to be in demand because there are very few venues in Santa Cruz that can also offer a piano. They strongly advise the Library to charge for the use of the piano in order to provide ongoing funding for maintenance such as tuning and physical maintenance. It is, therefore, recommended that a fee of \$20 be established for use of the piano and placed in a special piano maintenance fund.

Policy Title: Meeting Room Use

Policy Statement:

The Santa Cruz Public Library system makes its meeting rooms available for public use and neither approves or disapproves of any viewpoint expressed by meeting room users. The Library does not endorse any goods or services, makes no representation as to the accuracy of the information and assumes no liability for the quality or safety of any goods or services which may be the subject of the meetings. When the meeting rooms are not being used by the Library, the Library Joint Powers Board or the Friends of the Library, the library will open the space to all persons or groups for meetings. No group or organization will be permitted use of the room if it appears that the contemplated use would be a clear and present danger to the library, its occupants, or the community. This policy shall apply to all users of the meeting rooms.

Terms of Use

1. The Library System and its affiliated organizations and programs have first priority for use of the meeting room. Governmental agencies have second priority and are exempt from fees for use. All other groups may reserve the meeting room space on a first come, first served basis.
2. Groups may use rooms only for the hours booked in advance. All set-up and clean-up must be accomplished within the reserved time. Groups must return any space to the condition in which they found it unless staff requests otherwise.
3. Groups are responsible for their own set up. Groups must provide wheelchair access consistent with guidelines established by the American Disabilities Act. A minimum of 1-4 spaces must be saved for wheelchairs with a clear view of the speaker.
4. Meeting rooms must be secured according to branch-specified procedures. Failure to do so may result in denial of future rental privileges.
5. All meetings must be open to the general public. Meeting room activity calendars are posted on meeting room doors.
6. No admission fee may be charged; no collections may be taken on the premises, no funds or business solicited or direct sales made except by the Library or Friends of the Library or their agent.
7. The City of Santa Cruz bans the use of polystyrene foam plastic products in the city facilities, including all countywide library branches. The library strongly encourages composting.

8. Signs, posters, displays, and decorations may be put up with prior permission from the Person in Charge.
9. Loud talk or any use of the room that disturbs library staff or library patrons is prohibited.
10. No group may reserve a room more than twelve times in a single calendar year.
11. Libraries are fragrance-free facilities. No incense may be used and fire regulations prohibit the use of candles however exceptions for special events may be approved by the library director. Smoking is not permitted.
12. The Library charges for the use of its meeting rooms. Additional fees for use of kitchenettes and equipment may apply. These charges are detailed and updated annually in the "Meeting Room Procedures" document. Specific equipment may be added or deleted during the year.
13. Failure to cooperate with any of the rules will result in denial of future use privileges.
14. Specific procedures related to reserving and using Library meeting rooms are detailed and updated annually in the "Meeting Room Procedures" document.

This policy will be reviewed every three years
Adopted 2008
Revised July 2011 (effective Sept 1, 2011)
Revised December 2011
Revised October 2013

MEETING ROOM PROCEDURES

Reserving a Meeting Room

1. The charge for use is \$25.00 per hour or any part thereof. All charges are payable within five working days of the date reservation is made. Reservations are not confirmed until full payment is received. A receipt for payment is your confirmation of booking.
2. The Library reserves the right to cancel a reservation due to circumstances beyond its control – for example construction projects or community emergencies. The Library will notify the group of the reservation cancellation as soon as possible.
4. Use fees are refundable with 30 days' notice only and are payable by check from the City of Santa Cruz Finance Department. Refunds must be requested; they are not issued automatically unless the Library has cancelled the meeting.
5. Each branch will develop procedures for room rental including the issuing and return of keys and room security procedures. Procedures will be approved by the Library Director or her designee.
6. Keys will not be duplicated.
7. The cost of replacing lost keys and/or changing locks if deemed necessary will be borne by the individual or organization renting the room.
8. A copy of applicable policies and procedures will be provided.

Care and use of the Meeting Room

1. If refreshments are to be served, the Library should be informed at the time the reservation is made. Alcoholic beverages may be served only with special permission; this is secured using procedures outlined in the Alcohol Beverages policy.
2. Users are responsible for cleaning up and for any damage to Library property or the facility. Repair or cleaning costs may be assessed if damage occurs.
3. No food or other items may be left or stored in the meeting room or kitchen.
4. Trash and recyclables that do not fit into the provided receptacles must be removed by the user. The Library may assess charges for damage or cleaning.
5. The Library assumes no responsibility for personal belongings.
6. Kitchenettes are available for use at the Downtown and Scotts Valley branches. Use of these facilities requires an additional fee of \$15.00.

7. Projectors are available for use with a personal laptop for \$15.00. If staff assistance is needed to operate equipment the minimum charge is \$25.00 and \$25.00 per hour after the first hour.
8. The baby grand piano at the Downtown Library is available for use for \$20 per reservation with the funds designated for a Piano Maintenance Fund.
9. Renters must bring own supplies such as flip charts, markers, etc.

Branch Specifics (as of October 1, 2013)

Groups must return any space to the condition to which they found it. Please refer to specific arrangement as posted in room. Availability of specific items is subject to change. See above for prices, where applicable.

Aptos:

Seating for 69

(6) 6 foot folding tables

Sink with cold water only

Wall mounted screen with wireless Apple TV and PC access

4 foot by 6 foot blackboard/bulletin board

3 foot by 4 foot blackboard/bulletin board

Boulder Creek:

Seating for 34

Small wet bar

Wall mounted screen with wireless Apple TV and PC access (coming soon)

(5) 2.5 foot by 6 foot tables

Downtown:

Seating for 63

Kitchenette with stove and sink

Wall mounted screen with wireless Apple TV and PC access

Podium

Chalkboard

White board/flip chart

Baby grand piano

(10) 2.5 foot by 6 foot tables

Scotts Valley:

Seating for 72

Kitchenette with oven, refrigerator and sink

9 screen media wall with dvd player and internet access (blu-ray and wireless access coming soon)

Podium

(6) 3 foot by 5 foot wired tables that can be joined together

(5) 2.5 foot by 6 foot tables

White board/flip chart

MONTHLY REPORT FOR SEPTEMBER 2013

1. READING, LISTENING AND VIEWING FOR PLEASURE

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

The Programming Team began its early literacy programs on September 9.

Kari Gunn returned to Boulder Creek with a new Family Place Storytime. It's proven to be very popular with our patrons. Family Place is a 90 minute program for parents and children ages 0-3. Each session can accommodate 30 children and the classes run in series that parents register for.

Brenda McIlroy is "uke-ing it up" at Capitola's Storytime! Songs, stories, crafts—she's giving families the complete package and they're loving it! (As are we!)

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.

Leslie Auerbach has been managing the book displays in the Adult section at DTN. If books don't go out after a few days, she takes them out and replaces them with others. The current display of short format materials (stories, essays, letters, etc.) has been a great success.

Branciforte branch has several seasonal book displays for children and adults. Sept. 19th has been –"Talk Like a Pirate" day. We dressed the part and had a wonderful display of pirate books for the children, along with Polly the Pirate Parrot w/a Patch, hanging above the desk. Lois Meyer, using Mango translation put together a language sheet for all, on Pirate talk. AAARRRRGGGGHHHH! We also have "Banned Book Week" displays in both the children's and adult areas. The children's area has a board where patrons and staff can get their pictures taken (a la mug shots) showing them "caught reading a banned book" sign standing next to a height chart. And finally, there is a display for "International Day of Peace" in the adult area.

Whitney James-Heskett, Library Aide, created some displays for Boulder Creek: Back to School and Bullies (2 separate displays) for children and Banned and Challenged Books for both adults and children. The Banned Books display generated a lot of comments and interest from our patrons.

La Selva Beach Branch had 3 displays for September:

"Cozy Up – Cold Hands – Warm Hearts" display has books on knitting, quilting, and crochet.

"Get Caught Reading" displays the mysteries written by the authors of crime novels from all over the world.

“Banned Books Week” display has attracted our patrons attention and caused several informal discussions on the value of the literature in our lives.

Garfield Park had a banned book display in the adult and young adult areas and a school display in the children’s area.

Maile McGrew-Frede has created a wonderful banned books display at Capitola. From the moment she put it together, folks were asking questions about what it was all about. Connect, Inspire and INFORM—that’s what it’s all about!

Live Oak Library Aide Lorena Lopez put together a children’s book display for National Hispanic Heritage Month from Sept. 15th to Oct. 15th. National Hispanic Heritage Month is observed every year to celebrate the various histories, cultures, and accomplishments of American citizens with Spanish, Mexican, Caribbean, and Central and South American roots. The display featured a map of Central and South America and books on various countries, history, cooking, and biographies.

Live Oak also had an adult book display featuring books and audio books authored by Elmore Leonard who passed away on Aug. 20, 2013 at the age of 87. The display featured biographical information, titles he authored, and his popular “10 Rules of Writing” which included the rules: “Try to leave out the parts that readers tend to skip.” and “If it sounds like writing, rewrite it.”

Live Oak featured two displays for Banned Books Week: Celebrating the Freedom to Read. Library Aide, Amanda Bechtel put together a display of challenged young adult books and Patty Carroll displayed adult books that have been targeted for removal from libraries and schools. This annual display which highlights the value of free and open access to information is always popular with library patrons.

- 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.**

We added Medici.tv to our list of online resources. This service provides free online streaming video of live, contemporary and archival performances of classical music, opera, and ballet as well as detailed articles on musical genres, forms, movements and artist biographies.

- 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.**

BC's Programming Librarian, Kari Gunn, and PIC, Cathy Landis, met with the Friends of the Boulder Creek Library to plan programming for adults, teens and children for the rest of the year.

Garfield Park started up its story time again and has begun a craft program for teens and tweens and a family craft. Attendance has been picking up. Next month, homework help will start up again.

Julie Richardson had 15 people attend the September 19th discussion of *The Tenderness of Wolves* at the Downtown Book Discussion Group. This was a record number and they scarcely had enough space in the small conference room. There were 3 new (first-time) attendees and it was a truly spirited discussion.

La Selva Beach has two book discussion groups that meet on the 2nd and 4th Thursdays of the month. The meetings are well attended, and participants are actively involved in the lively book discussions.

Sunday Family Craft Time at Live Oak is a fun drop-in program for families to come and color, fold, cut, and glue making a craft to take home. For example, last Sunday was "Make a Box for Your Treasure" featuring a cut/perforated flat shape to decorate, fold, and glue into a small box with a lid. It was very popular!

Willing Suspension Theater presented selections from Ray Bradbury's short stories and novels. These were held Downtown, Aptos and Scotts Valley.

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.

Heather Norquist and Ann Young worked with 3M staff to implement the 3M Cloud Library E-Book platform, which will be launched at SCPL on October 1. This platform is known for its ease of use and we expect it to be a welcome addition to our collection of downloadable resources. The platform and collection were paid for with Fleming funds.

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.

Branciforte recently started a "Tales to Tails" program. We are so pleased and so is the community. We continue to have class visits from the Santa Cruz Children's School.

Valerie and Patty W. made 5 onsite class visits to Santa Cruz High School. The visits went really well. It was a big help to have Patty along at all five visits, and Victor and Leslie were also able to help one Thurs. morning.

Here are the stats:

Class 1 - 4 adults, 33 students
Class 2 - 4 adults, 28 students
Class 3 - 4 adults, 34 students
Class 4 - 6 adults, 23 students
Class 5 - 4 adults, 35 students

Most of the kids seemed to be finding plenty of information, and overall it was a great group.

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

BC welcomed Denise Fritsch, Volunteer Coordinator, and her two new AmeriCorps fellows, Jason Pell and Hanna Pitz. It was very nice to meet them.

Director, Teresa Landers, joined Boulder Creek staff: Chloe Woodmansee, Whitney James-Heskett, Kari Gunn, Jesse Koshlaychuk, and Cathy Landis, for a Brown Bag lunch. We all had a very enjoyable visit and got to know each other a little bit more.

The garden at Garfield Park has been supplying its patrons with lots of tomatoes and chili peppers and green beans and has sparked an exchange of sorts. Patrons are bringing in fruits and vegetables from their own yards to share with everybody.

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

The Friends of the Library hosted the Aptos Chamber of Commerce mixer. It was very well attended and was a great opportunity to hear from members of that community regarding what they think of the Library. Everyone was very supportive.

D. Volunteers will be used effectively.

Live Oak volunteers continue to be a dedicated, fun, and helpful group that we rely on for many tasks. Keeping the bulletin board up to date with community events, shelving media, cleaning children's books and putting the shelves in order, and keeping the branch plants watered and healthy are some of the tasks volunteers do for us each week. Thank you to all for giving so generously of your time!

4. WELCOMING PLACE

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

Boulder Creek's windows were washed so lots of beautiful sunlight is coming in!

The poll results were presented and indicates the Library is very well thought of in the community. The Facilities Master Plan Steering Committee and a team of all the local jurisdictional administrators continued to meet to work on “next steps”.

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

A revision of the web site was unveiled and is much more user friendly.

The contract for the new ILS was prepared.

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.

C. The library operates efficiently and focuses on continual improvement.

Teresa attended a brown bag lunch at Boulder Creek and continued one on one conversations with randomly selected staff.

6. ORGANIZATIONAL READINESS

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

Boulder Creek staff helped train 5 excellent new LA2 on-calls. We are looking forward to having them sub at BC someday.

BC’s PIC, Cathy Landis, attended 2 webinars: one on the Affordable Care Act; and one on 3M Cloud eBooks. She also attended the Skills Share focusing on Back to School resources.

LSB’s PIC Galina Wells attended 3 classes in September:

3M Cloud Library: Patron App and Hardware Training (Sept. 19, 2013)

Skill Share - Brainfuse Help Now and Brainfuse Job Now (Sept. 18, 2013)

Performance Evaluation - Employee & Leadership Development Program module

Heather N. set up training webinars for staff on the new 3M Cloud Library ebook platform which will be launched for the public on October 1.

D. SCPL is committed to developing current library staff to become tomorrow’s library leaders.

Teresa Landers was elected Chair of the City of Santa Cruz' Equal Employment Opportunity Commission. She was also assigned a mentee as part of the City's mentoring program.

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

Boulder Creek had some staff changes. Aide Bryan Alfrey left to return full time to school and Chloe Woodmansee and Jesse Koshlaychuk have joined our staff as Library Aides. We are very happy to have them here.

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

Valerie presented a Back to School Skillshare for staff on August 28. She demonstrated how to find books within a specified lexile range and materials fulfilling the new Common Core standards adapted by the schools. Janis gave an overview of the tutoring program, and Jeanne talked about class visit logistics, Raising a Reader, and changes to the storytime schedule.

Valerie presented a second Skillshare on September 18, featuring Jack Rothstein of our Brainfuse Live Online Tutoring Service. Jack demonstrated the features of Brainfuse Help Now (for students, including adult learners) and Job Now (for job seekers). Both services offer interaction with highly qualified tutors and coaches via live chat, in addition to many other features.

MONTHLY STATISTICAL REPORT
FY13/14

	Circulation		%change	Visitors		%change	Circ/Open Hr		%change	Visitors/Open Hr		%change
	FY 12/13	FY 13/14		FY 12/13	FY 13/14		FY 12/13	FY 13/14		FY 12/13	FY 13/14	
July												
Aptos	24,930	25,690	3%	11,500	11,307	-2%	135	134	-1%	63	59	-6%
Boulder Creek	4,017	4,776	19%	2,601	2,591	0%	36	35	-1%	23	19	-17%
Branciforte	8,013	9,171	14%	6,666	7,414	11%	70	67	-4%	58	55	-7%
Capitola	10,919	13,305	22%	5,023	5,871	17%	85	88	4%	39	39	0%
Downtown	50,400	49,579	-2%	36,090	32,443	-10%	220	212	-4%	158	139	-12%
Felton	2,224	2,827	27%	1,445	2,233	55%	28	25	-8%	18	20	11%
Garfield Park	3,531	4,715	34%	3,143	3,845	22%	42	39	-7%	37	32	-14%
La Selva Beach	1,692	2,290	35%	1,760	3,086	75%	21	20	-4%	22	27	24%
Live Oak	16,594	17,515	6%	9,374	9,980	6%	129	109	-15%	73	62	-14%
Scotts Valley	27,040	27,167	0%	13,794	14,055	2%	147	141	-4%	75	73	-2%
Outreach	3,018	3,208	6%	1,378	1,583	15%						
Subtotal	152,378	160,243	5%	92,774	94,408	2%	913	873	-4%	566	525	-7%
ebooks	4,533	6,033	33%									
e-audio	1,204	1,923	60%									
TOTAL	158,115	168,199	6%	92,774	94,408	2%	913	873	-4%	566	525	-7%
website hits	518,988	504,441	-3%	128,789	118,665	-8%						
<i>Note: The components of these stats are still being verified. They may or may not contain the selfcheck stats, staff renewals, PAC renewals, and other types of transactions. Therefore, they may represent more or less than we think.</i>												
August												
Aptos	25,067	24,212	-3%	11,719	11,312	-3%	127	124	-2%	59	58	-2%
Boulder Creek	4,285	4,608	8%	2,661	2,969	12%	33	32	-5%	21	20	-1%
Branciforte	8,256	9,483	15%	6,692	7,342	10%	65	66	2%	52	51	-2%
Capitola	11,449	12,968	13%	4,935	5,557	13%	75	79	6%	32	34	5%
Downtown	48,852	46,608	-5%	35,379	32,768	-7%	203	195	-4%	147	137	-7%
Felton	2,263	2,674	18%	1,349	1,920	42%	25	21	-13%	15	15	5%
Garfield Park	3,223	4,235	31%	2,748	3,768	37%	35	36	3%	30	32	8%
La Selva Beach	1,673	2,015	20%	1,120	2,417	116%	18	16	-10%	12	20	61%
Live Oak	15,138	15,348	1%	8,574	9,224	8%	114	101	-11%	64	61	-6%
Scotts Valley	24,915	26,180	5%	12,404	14,840	20%	126	134	6%	63	76	21%
Outreach	2,985	2,919	-2%	1,454	1,476	2%						
Subtotal	148,106	151,250	2%	89,035	93,593	5%	819	804	-2%	495	504	2%
ebooks	2,697	6,231	131%									
e-audio	2,110	1,998	-5%									
TOTAL	152,913	159,479	4%	89,035	93,593	5%	819	804	-2%	495	504	2%
website hits	512,829	490,310	-4%	126,192	117,722	-7%						
<i>Note: The components of these stats are still being verified. They may or may not contain the selfcheck stats, staff renewals, PAC renewals, and other types of transactions. Therefore, they may represent more or less than we think.</i>												

TO: Finance Committee- Library Joint Powers Authority Board
 FROM: Marcus Pimentel, Finance Director (City of Santa Cruz)
 DATE: September 19, 2013
 RE: Monthly Dashboard Report: Library's July 2013 financials

Contained herein is the preliminary, UNAUDITED July 2013 Dashboard summary report. In general, revenues remain slightly behind of budget by -0.6% and expenditures are over-budget by -1.1%. This has resulted in a year-to-date net operating loss of \$-248,370. The planned operating loss includes one time items like the retirement of long term debt and services and/or supplies that were carried over from the prior year. For the year that ended June 30, 2013, final year-end operating results will be released following completion of the annual independent audit.

Net operations (Major accounts)	Actual Results					Fiscal Year to Date		Percent of Budget Comparison		
						Fiscal Year to Date				
	May	June	July	June	July	Annual Budget FY 2013/14	YTD Actuals	Months completed	Positive / (negative)	
Revenue:										
(2) Sales Tax	\$ 523,862	\$ 617,302	\$ 483,121	\$ 483,121	\$ 483,121	\$ 6,492,000	7.4%	8.3%	(0.9%)	
MOE- Member Contributions	425,076	386,236	426,500	426,500	426,500	5,260,000	8.1%	8.3%	(0.2%)	
Library Fines	17,572	16,211	14,020	14,020	14,020	200,000	7.0%	8.3%	(1.3%)	
Other Revenue	6,214	29,711	18,951	18,951	18,951	174,690	10.8%	8.3%	2.5%	
TOTAL REVENUE	\$ 972,724	\$ 1,049,461	\$ 942,592	\$ 942,592	\$ 942,592	\$ 12,126,690	7.8%	8.3%	(0.6%)	
Expenditures:										
(3) Payroll	523,363	793,718	462,682	462,682	462,682	7,703,251	6.0%	8.3%	2.3%	
Books (w/Grants)	90,915	67,951	253,971	253,971	253,971	1,213,804	20.9%	8.3%	(12.6%)	
Janitorial Services	11,614	22,530	221	221	221	117,100	0.2%	8.3%	8.1%	
Building & Facility	20,605	33,435	7,655	7,655	7,655	496,743	1.5%	8.3%	6.8%	
Rent (Equip, Building, Land)	25,616	25,337	27,421	27,421	27,421	312,500	8.8%	8.3%	(0.4%)	
Utilities	21,631	15,691	35,170	35,170	35,170	430,000	8.2%	8.3%	0.2%	
Other expenditures	225,985	158,634	403,844	403,844	403,844	2,295,789	17.6%	8.3%	(9.3%)	
TOTAL EXPENDITURES	\$ 919,728	\$ 1,117,295	\$ 1,190,962	\$ 1,190,962	\$ 1,190,962	\$ 12,569,187	9.5%	8.3%	(1.1%)	
Net Gain / (Loss)	\$ 52,996	\$ (67,835)	\$ (248,370)	\$ (248,370)	\$ (248,370)	\$ (442,497)				

Key Balance Sheet Items	Fiscal Year to Date			Fiscal Year to Date			Trust Current Assets (cont.)		
	May	June	July	May	June	July	Trust Current Assets	Trust Current Assets (cont.)	
(4) Cash held as 2-month reserve	\$ -	\$ 2,021,115	\$ 2,021,115	McCaskill	255,150	Leet-Corday	90,949		
Remaining cash	2,485,763	517,473	348,810	McCaskill	230,584	Morely	12,409		
Total Current Assets	3,455,907	3,631,758	3,362,393	Finkeldey	9,327	Hale	44,382		
Short Term Debt	81,753	323,237	302,082	Whalen	92,025	Gruber	27,780		
Long Term Debt (City of SC)	262,011	262,011	-						
Current assets vs Short Term debt	42.3	11.2	11.1						

- Notes:**
- (1) Budget adjustments to Adopted revenue (\$37,690 increase) and Adopted Expenditure (\$155,976 increase) are due to planned receipt of additional donations, matching grant expenditures and prior year project carry-overs. The adopted budget anticipated using \$324k in one-time reserves to fund the one-time items that created the budgetary deficit.
 - (2) For sales tax, September, December, March & June include the State's estimated revenue plus any balances for actuals vs. estimates for the prior 3-months (true-up)
 - (3) June payroll costs are higher than normal due to year-end accrual of a partial 3rd pay cycle, resulting in lower than normal July payroll costs
 - (4) The Board's 6/03/13 action created a new 2-month cash reserve requirement
 - (5) June Short-term debt increased to reflect accrued Accounts Payable and Payroll to be paid in July; July's increase was due to higher purchase activity
 - (6) The Board's 6/03/13 Budget Adoption directed staff to pay off in July the long term debt due to the City of Santa Cruz

TO: Finance Committee- Library Joint Powers Authority Board
 FROM: Marcus Pimentel, Finance Director (City of Santa Cruz)
 DATE: October 03, 2013
 RE: Monthly Dashboard Report: Library's August 2013 financials

Contained herein is the preliminary, UNAUDITED August 2013 Dashboard summary report. In general, revenues remain on target (0.0% deviation) and expenditures are over-budget by -2.8%. This has resulted in a year-to-date net operating loss of \$-426,452. The planned operating loss includes one time items like the retirement of long term debt and services and/or supplies that were carried over from the prior year. For the year that ended June 30, 2013, final year-end operating results will be released following completion of the annual independent audit.


Net operations (Major accounts)	Actual Results			Fiscal Year to Date	Percent of Budget Comparison YTD Actuals	Months completed	Positive / (negative)
	June	July	August				
Revenue:							
(2) Sales Tax	\$ 617,302	\$ 483,121	\$ 608,764	\$ 1,091,885	16.8%	16.7%	0.2%
MOE- Member Contributions	386,236	426,500	426,225	852,726	16.2%	16.7%	(0.5%)
Library Fines	16,211	14,020	15,843	29,862	14.9%	16.7%	(1.7%)
Other Revenue	29,711	18,951	24,008	42,959	24.6%	16.7%	7.9%
TOTAL REVENUE	\$ 1,049,461	\$ 942,592	\$ 1,074,839	\$ 2,017,432	16.6%	16.7%	(0.0%)
Expenditures:							
(3) Payroll	793,718	462,682	902,364	\$ 1,365,045	17.7%	16.7%	(1.1%)
Books (w/Grants)	67,951	253,971	50,399	304,369	25.1%	16.7%	(8.4%)
Janitorial Services	22,530	221	12,438	12,659	10.8%	16.7%	5.9%
Building & Facility	33,435	7,655	19,964	27,618	5.6%	16.7%	11.1%
Rent (Equip. Building, Land)	25,337	27,421	25,928	53,350	17.1%	16.7%	(0.4%)
Utilities	15,691	35,170	27,036	62,206	14.5%	16.7%	2.2%
Other expenditures	158,634	403,844	214,792	618,636	26.9%	16.7%	(10.3%)
(4) TOTAL EXPENDITURES	\$ 1,117,295	\$ 1,190,962	\$ 1,252,921	\$ 2,443,884	19.4%	16.7%	(2.8%)
Net Gain / (Loss)	\$ (67,835)	\$ (248,370)	\$ (178,082)	\$ (426,452)			

Key Balance Sheet items	Annual Budget			Trust Current Assets (cont.)		
	June	July	August	McCaskill	Leet-Corday	Morely
(5) Cash held as 2-month reserve	\$ 1,930,338	\$ 2,021,115	\$ 2,021,115	254,931	90,871	12,409
(5) Remaining cash	608,250	348,810	(219,012)	230,385	9,319	44,344
Total Current Assets	3,631,758	3,362,393	2,936,308	91,946	27,780	
(6) Short Term Debt	323,237	302,082	40,443			
(7) Long Term Debt (City of SC)	262,011	-	-			
Current assets vs Short Term det	11.2	11.1	72.6			

Notes:

- Budget adjustments to Adopted revenue (\$37,690 increase) and Adopted Expenditure (\$155,976 increase) are due to planned receipt of additional donations, matching grant expenditures and prior year project carry-overs. The adopted budget anticipated using \$324k in one-time reserves to fund the one-time items that created the budgetary deficit.
- For sales tax, September, December, March & June include the State's estimated revenue plus any balances for actuals vs. estimates for the prior 3-months (true-up)
- June payroll costs are higher than normal due to year-end accrual of a partial 3rd pay cycle, resulting in lower than normal July payroll costs
- July and August expenditures include one-time payments to retire Long Term Debt, operating transfers for vehicle charges, and prior year carry-over purchases
- It was anticipated that one-time costs would temporarily deplete cash balances below the established, year-end reserve level
- June Short-term debt increased to reflect accrued Accounts Payable and Payroll to be paid in July; July's increase was due to higher purchase activity
- The Board's 6/03/13 Budget Adoption directed staff to pay off in July the long term debt due to the City of Santa Cruz

STAFF REPORT

DATE: September 19, 2013
TO: Library Joint Powers Board
FROM: Teresa Landers, Director of Libraries 
RE: Handicapped restrooms at Downtown Branch

RECOMMENDATION: Information only- no action required

BACKGROUND

The Downtown Library has public restrooms that are not handicapped accessible. In the local history/genealogy room there are two single use restrooms that serve as restrooms for individuals who cannot use the regular restrooms. There are separate restrooms for use only by children upstairs and these are accessible by key only.

About 9 months ago we changed the locking system on the single use restrooms so that staff would not have to hand out a key each time.

The unintended consequence has been an major increase in the use of these single use restrooms by individuals whose purpose is other than the intended one. Library security reports lengthy use (30-60 minutes) as well as evidence of illicit drug use.

DISCUSSION


In consultation with the City Attorney, we have returned these restrooms to being accessible by key only and have posted the restrooms: "FOR HANDICAPPED USE ONLY."

The difficult issue is that staff is not permitted to ask for verification or clarification as to the nature of an individual's condition that "qualifies" them to use the single use "Handicapped Use Only" restroom.

Staff will make their best effort to balance the needs of individuals with the need to have a safe and welcoming environment. Using Library restrooms for illicit drug use is neither safe nor welcoming.

In trying to be proactive on this issue, it was recommended by the City Attorney that the LJPB be informed of the change.

STAFF REPORT

DATE: October 3, 2013
TO: Library Joint Powers Board
FROM: Teresa Landers, Director of Libraries 
RE: Contract with Polaris for new ILS

RECOMMENDATION: that the LJPB:

1. Approve the contract with Polaris for \$225, 485 and direct the Library Director to sign it
2. Authorize the Library Director to make additional expenditures related to the migration to a new ILS; not to exceed an additional \$50,000.

SUMMARY

By unanimous decision Polaris was selected as the new Integrated Library System (ILS), and the attached contract presents the details.

BACKGROUND

In February 2013, the LJPB approved the process to acquire a new ILS due to the instability and unmet expectations of the Evergreen system. \$300,000 was allocated for the purchase of a new ILS.

In March 2013, Melissa Stockton of the Quipu group was contracted to consult with staff and guide the Library through this process. In the absence of an Information Technology Manager, this was considered critical to the success of the project.

A staff member was reassigned from his regular responsibilities to manage the project. He established needs and worked with Melissa to prepare a RFP. The RFP was released in May and returned in early July. A review of the five responses narrowed the field to three vendors for final presentations in early August.

The final decision was unanimous and Polaris was selected as the vendor of choice. The core team defined specific features that were needed and not needed. Melissa then negotiated the contract.

The contract for the Polaris and third party software necessary for operation on "Day One" is \$225,485. Annual maintenance thereafter is \$40,310 after the first year with an annual inflation rate of 3% each year for the first 5 years.

DISCUSSION

The IT world is changing rapidly and no place more so than in libraries. It used to be that you evaluated the vendors then picked a system and you got what you got- not really very many choices. The primary reason Polaris was selected was for its versatility. This means there are many options, and some of the features are best acquired through third parties with whom Polaris has an established relationship.

Presented here is the base contract. There are two aspects to it. One is for features we know we want to have the day we go live. The second is for features we probably want and prefer to wait until the basic system is fully operational. For these, we have locked in a price for two years and can implement them at our discretion. In some cases, there may be other third party options we want to explore before committing to these. These are features that are new to us so we are not forfeiting any current or basic functionality. At this time, we do not anticipate implementing these during fiscal year 13/14. If the migration goes extremely well, this might change as we look to add functionality.

In evaluating features the focus is twofold:

1. Functionality that the public will be using and will immediately appreciate.
2. Functionality that will improve the efficiency and effectiveness of staff- this relates to the service model and some of the anticipated efficiencies that have not yet been realized.

This contract for \$225,485 is well under the \$300,000 allocated in the FY13/14 budget. Staff has, however identified some additional costs:

1. Charges by Equinox (our current support vendor for Evergreen) for the extraction of the data from Evergreen, for migration to Polaris. (estimated at \$15-30,000)
2. Additional hardware to support Polaris- (estimated at \$4,200)
3. Replacement of the current self check system with one that is more robust and provides additional functionality such as computer reservation and timing software and print management, An estimate was not available for this report and will be the subject of a separate report and request later this fiscal year.
4. Supplemental costs to implement e-commerce and to accept credit cards.
5. Personnel costs related to hiring on-call staff to cover while regular staff is trained as well as training on-call staff. This may be absorbed by the existing budget allocation for temporary staff but we will not know for sure until the training is designed and delivered early in 2014.

This contract has been reviewed by the City Attorney and Risk Management and has been approved according to form. The funds have been budgeted so the recommendation is to approve the contract as written and to authorize the Library Director to spend up to \$50,000 for additional related costs as identified and estimated above.

POLARIS®

Integrated Library System

CONTRACT

OCTOBER 3rd, 2013

**Santa Cruz Public Libraries,
Santa Cruz, CA**

**Polaris Library Systems
PO BOX 4903 • SYRACUSE, NY 13221-4903
1-800-272-3414 • FAX1-315-457-5883 • <http://www.polarislibrary.com>**

THIS AGREEMENT, is made between GIS Information Systems., Inc. doing business as Polaris Library Systems, a wholly owned subsidiary of PLS Solutions, Inc. a New York corporation, with its principal place of business at 103 Commerce Boulevard, Liverpool, New York (herein after referred to as "Polaris"), and the Santa Cruz Public Libraries, 117 Union Street, Santa Cruz, CA 95060 (hereinafter referred to as "LIBRARY").

WITNESSETH:

WHEREAS, Polaris has developed a computerized system (hereinafter referred to as "Polaris ILS"®) consisting of hardware and software and related services, and the LIBRARY intends to purchase and/or license such hardware, software and related services at its location(s);

NOW, THEREFORE the parties mutually agree as follows:

1. Definitions

- 1.1 "Polaris Software" is defined as the integrated library system computer programs that are proprietary to Polaris and which are resident in the Polaris ILS server(s) and in the LIBRARY workstation(s). The Polaris Software is listed in Schedule B and includes all corrections, modifications and updates thereof.
- 1.2 "Software Materials" is defined as any machine readable or printed material, including but not limited to documentation stored on CD, On-Line Help files and hard-copy guides, which are designated by Polaris as available under license to libraries who have licensed the program to which those materials relate.
- 1.3 "Services" is defined as all services provided by Polaris, including but not limited to Data Migration, Installation and Training, as identified in the Schedules attached herein.
- 1.4 "Live Date" is defined as the day, as agreed by mutual declaration in writing by Polaris and the LIBRARY, on which the LIBRARY begins to use the Polaris ILS in a live, continuous, production mode for normal daily business, including searching the public access catalog and circulating materials.
- 1.5 "Polaris ILS" is defined as the Polaris Software as sold to the LIBRARY by Polaris under this Agreement and which is installed at the LIBRARY location(s) noted herein. For the purposes of this Agreement, components supplied by any party other than Polaris shall not be considered as part of the "Polaris ILS".
- 1.6 "Third Party" refers to products supplied by an entity other than Polaris and which are sub-licensed or sold by Polaris to the LIBRARY pursuant to the conditions of this Agreement. Such products include, but are not limited to, hardware, the object code of the software, the software materials, the updates that relate to such software, and support where applicable for such software.
- 1.7 "Software Maintenance" refers to the Polaris Software support service, the parameters of which are outlined under Article 13 herein.

2. Furnishing of Deliverables

Based on the statistics in Schedule A, which the LIBRARY agrees are reasonably correct as of the date of this Agreement, and subject to any special conditions appended in Schedule F, Additional Considerations, Polaris will provide deliverables detailed in the following Schedules at the fees indicated in said Schedules:

- Schedule B: Software Licenses
- Schedule C: Services
- Schedule D: Software Maintenance
- Schedule E: Payment Schedule
- Schedule F: Additional Considerations

3. Installation Schedule

3.1 Following the signing of this Agreement, the LIBRARY and Polaris will develop a mutually agreeable Implementation Plan which shall include, but not be limited to, identification of all required tasks, a timeline of all required tasks, an indication of which party is responsible for completion of each task, and expected duration of each task. Upon completion of installation and implementation, pursuant to Article 1.4 herein both parties shall mutually agree to a Live Date. The LIBRARY and Polaris agree that (1) the Year 1 products and services will be delivered pursuant to the Implementation Plan, and (2) the Implementation Plan will reflect the best efforts of both parties to complete all deliveries no later than thirty (30) days following the Live Date.

4. Term and Termination

4.1 This Agreement is effective upon final signature and for an initial term ending five (5) years from the Live Date. It shall then be renewed automatically for a period to match the initial term unless the LIBRARY notifies Polaris of its intention not to renew at least ninety (90) days prior to the expiration of the original or any extended term.

Notwithstanding anything contained in this Agreement to the contrary, if the LIBRARY fails to appropriate funds for any annual maintenance period within the initial or any extended term of this Agreement, the LIBRARY shall not be obligated to make payments beyond the then current fiscal appropriations period and, subject to the approval of both parties, this Agreement may be terminated at the end of the last fiscal year for which funds were appropriated. The LIBRARY shall notify Polaris in writing of any such non-appropriation of funds at the earliest possible date.

4.2 If either party is considered to be in material breach of any of the terms and conditions of this Agreement, the aggrieved party shall give written notice thereof, including a reasonably detailed statement of the nature of such alleged breach, to the other party. The party considered to be in breach of this Agreement will have thirty (30) days after notice is received to contest or cure such breach, or, if the breach cannot reasonably be cured within thirty (30) days, the party shall provide a written estimate of the time needed to cure such breach, shall commence to cure such breach within ten (10) days of notice from the aggrieved party and shall diligently continue to prosecute such cure to completion. If the party considered to be in breach fails to cure, commence to cure in timely manner, or diligently prosecute such cure to completion, the aggrieved party, at its option, shall be entitled to terminate this Agreement or suspend its performance under the Agreement for as long as the breach remains uncorrected, and avail itself of any and all remedies available under this Agreement, at law or in equity.

4.3 In the event either party becomes insolvent or voluntarily or involuntarily bankrupt or a receiver, assignee or other liquidating officer is appointed for all or substantially all of the business of either party, or if either party makes an assignment for the benefit of creditors, then the other party, at its option may immediately terminate this Agreement by notice to the offending party to that effect. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and any such assignment or attempted assignment shall be void and in no event shall this Agreement or any rights or privileges hereunder be an asset of either party under any bankruptcy, insolvency or reorganization proceedings.

4.4 Subject to the conditions of Article 4.2, if this Agreement is suspended or terminated by the LIBRARY, whether for cause or convenience, then, effective upon the date of suspension or termination, the LIBRARY shall be relieved of further payment obligations, and shall be liable for payment only for those goods and Services satisfactorily received prior to the date of suspension or termination. If the Agreement is terminated, any pre-paid maintenance fees shall be refunded to the LIBRARY to the date of termination on a pro-rated basis. If the Agreement is mutually reinstated, then the LIBRARY shall reassume its payment obligations. Upon notice of termination, Polaris will immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. After the

effective date of termination, Polaris will have no further claims against the LIBRARY under the contract.

The rights and remedies provided in this section will not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

5. Return or Destruction of Licensed Software

If this Agreement is terminated, whether for cause or convenience, and the right to continued use of the Polaris Software and the Software Materials under the conditions set forth herein is withdrawn then all Polaris Software and Software Materials must be returned to Polaris, or if so requested in writing by Polaris, destroyed. Within one (1) month after the date of cessation or termination of any license granted hereunder, the LIBRARY will furnish to Polaris if requested, a certification that through the LIBRARY's best efforts and to the best of the LIBRARY's knowledge, the original and all copies of Polaris Software and Software Materials received from Polaris or made in connection with such license have been returned or destroyed. This requirement will apply to all copies in any form, including translations, whether partial or complete, and whether or not modified or merged into other Software Materials as authorized herein.

6. Payment

- 6.1 Fees enumerated in Schedules B through D are summarized in Schedule E herein. Unless specified elsewhere in this Agreement, unit costs for Polaris Software and Services will be held at the quoted rate(s) for two (2) years from the execution date of this Agreement (specific products are listed under Schedule F herein). Costs for additional Third Party products are subject to change and will be quoted at the then current rate.
- 6.2 Payment for all deliverables shall be made in accordance with the terms set forth in Schedule E herein.
- 6.3 Polaris will submit invoices to the LIBRARY within sixty (60) days of delivery of goods or provision of service. Invoices with incorrect pricing will be returned to Polaris for correction. Payment in full on all invoices is due according to the terms of this Agreement or within thirty (30) days of the invoice date, whichever date is later. Within twenty (20) days of receipt of the invoice, the LIBRARY may serve Polaris with written notice disputing any charge. If the dispute is not resolved within twenty-five (25) days of receipt of said written notice, then either party may file for arbitration.
- 6.4 In the event that payment is not made in full according to the specified terms, a service charge will be added to the undisputed balance after deducting all payments and credits. For any payment considered past due and undisputed by the LIBRARY, the LIBRARY agrees to pay interest at 1% per month (effective annual rate of 12%) on the unpaid balance or the highest rate permitted by law, whichever is less.
- 6.5 If failure to pay according to the terms of this Agreement causes this account to be assigned for collection, or causes legal action to be taken, the LIBRARY agrees to pay all costs of collection incurred by Polaris, including court costs and reasonable attorney fees, if the LIBRARY is found to be at fault.
- 6.6 The software maintenance fee will commence one (1) year from the Live Date. The software maintenance fee will be held at the rates quoted in Schedules D herein; and will then be subject to change annually, such change commencing five (5) years from the Live Date and effective upon one hundred and twenty (120) days written notice to the LIBRARY. Following the initial term of this Agreement, and upon receipt of notification of any such change in the software maintenance fee, the LIBRARY may, with ninety (90) days prior written notice, terminate this Agreement upon the effective date of such increase. Otherwise the new fee will become effective upon the date specified in the notice.
- 6.7 Polaris reserves the right to offer new goods and/or services at any time during the initial or extended term of this Agreement. Where such goods and/or services involve a one-time and/or an ongoing fee, Polaris shall provide the LIBRARY with ninety (90) days written notice of any such offer.
- 6.8 For Polaris Software purchased after the execution date of this Agreement but prior to the Live Date, a one

year warranty will be provided. For Polaris Software purchased after the Live Date of this Agreement, maintenance charges will commence upon the installation date of the Polaris Software.

7. Licenses

- 7.1 Polaris and the LIBRARY agree that the following terms and conditions will apply to any LIBRARY order for Polaris Software programs, Third Party software and Software Materials that is accepted by Polaris. Polaris will (1) furnish such Polaris Software, Third Party software and Software Materials to the LIBRARY; (2) grant to the LIBRARY a non-transferable, non-exclusive, and non-sublicenseable license to use the Polaris Software, Third Party software and Software Materials; (3) provide Software Maintenance, as described herein.
- 7.2 Each license granted under this Agreement authorizes use of the Polaris Software, Third Party software and Software Materials by the LIBRARY(s) specified herein. The LIBRARY may not rent, lease or provide access to the Polaris Software and/or Third Party software to any other entity, or use the Polaris Software and/or Third Party software as part of a commercial time-sharing, subscription bureau or service bureau operation.
- 7.3 Polaris Software that is resident on the Polaris ILS server(s), including any subsequent updates purchased and any part thereof may only be used on the Polaris ILS server(s) or Hardware configuration purchased from, or authorized by, Polaris, and in such quantities as may be determined under Schedule B herein. Said software may be run on one or more production servers and on one or more training servers. The Polaris Software resident in the LIBRARY workstations is for the use of the LIBRARY with no implied rights to distribute beyond reasonable use for LIBRARY functions. Following Polaris' written authorization, all Polaris Software and Third Party software may be copied, in whole or in part, only for use on the Polaris ILS server(s), LIBRARY workstations or specified Hardware configuration
- 7.4 No title to or ownership of the Polaris Software, Third Party software or Software Materials is transferred to the LIBRARY and they remain the proprietary property of the owning entity.
- 7.5 Except as specified under article 7.6 herein, the LIBRARY shall not allow the Polaris Software, Third Party software or any portion thereof to be reverse compiled, disassembled, or in any way altered. The LIBRARY shall not modify any Polaris Software or Third Party software in machine-readable form nor merge the Polaris Software or Third Party software with other software programs. The LIBRARY may customize Software Materials and on-line help files, but Polaris disclaims any responsibility for their maintenance.
- 7.6 The LIBRARY acknowledges that the Application Programming Interface (API) allows access to a limited set of Polaris ILS database functions and data resources. The LIBRARY furthermore agrees and acknowledges that it will make its best efforts to defend Polaris ILS database functions and data resources from unauthorized use and commercial exploitation, and that the API will be used only for the intended purposes of allowing externally developed applications to run against the Polaris ILS database. Pursuant to article 7.4 herein, the sharing or redistribution by the LIBRARY of the Polaris API to a third party developer without Polaris' express written permission is a violation of Polaris' intellectual property rights.

8. The LIBRARY's Responsibilities

- 8.1 The LIBRARY acknowledges the network and workstation requirements set forth under Section 2, Schedule F herein, and will assume responsibility for purchasing, installing, configuring and maintaining all other hardware components necessary, including but not limited to:
- All Polaris Servers, including but not limited to, the Production Server, PAC Server, Test/Training Server, Reports Server, Phone Server, and Fusion Server (minimum specifications listed under Schedule F herein)
 - Domain Controller Server
 - Firewall
 - network components, cabling and Internet connectivity

- PC Workstations hardware and software,
- Scanners,
- Printers (e.g. Page, Label and Receipt Printers),
- Other workstation peripherals,
- Uninterruptible Power Supplies,

except where such components are supported by Polaris as a part of this Agreement. The LIBRARY will assume responsibility for acting as the sole contact with all hardware manufacturers in resolving warranty and/or maintenance issues. The LIBRARY will also assume responsibility for determining, in consultation with Polaris, the viability of existing LIBRARY Equipment in conjunction with the System. Such consultation that Polaris may provide will be limited to commercially reasonable efforts.

- 8.2 The LIBRARY will provide a staff member as a system administrator, and at least one additional staff member who will be designated as a backup system administrator. All designated system administrators, and their backups, must possess the skills necessary to perform routine Windows Server, and Windows Domain, administration and maintenance. Designated system administrators must receive training in Polaris ILS System Administration from Polaris. Designated backup system administrators must receive training in Polaris ILS system administration from either Polaris or from the LIBRARY'S primary system administrator.
- 8.3 The LIBRARY will accept responsibility for all server operations, including, but not limited to, regularly scheduled backups, server configuration updates, system software upgrades subject to Polaris' agreement, installation and maintenance of current service packs and security patches, software updates pursuant to Article 8.5, and all costs associated with said requirements. Polaris assumes no liability for data loss and/or unsatisfactory system performance as a direct result of the failure of the LIBRARY to administer the server operations noted above. Failure by the LIBRARY to administer said server operations may result in written notice from Polaris to limit, or withhold, its Software Maintenance services if, following a thirty (30) day cure period, the LIBRARY, in Polaris' reasonable opinion, is unable to provide a satisfactory performance level for server operations. Written notice shall identify all alleged deficiencies in server operations. Polaris shall resume its Software Maintenance service when, in Polaris' reasonable opinion, server operations are resumed to a satisfactory performance level. Polaris' approval will not unreasonably be withheld.
- 8.4 To enable effective and scalable internal support procedures, to minimize its liabilities, and to facilitate compliance with security industry requirements such as PCI-DSS and PA-DSS, Polaris maintains standard criteria pertaining to the methodology used to securely deliver remote support to the LIBRARY. Polaris employees and contractors providing remote support may only connect to the LIBRARY'S systems using Polaris-approved remote access solutions. The LIBRARY must grant access to Polaris when remote support is required. This ensures that no Polaris personnel or any other individuals are permitted to connect to the LIBRARY'S systems or servers without the LIBRARY'S express knowledge and consent. Remote support access requires unshared user accounts, encrypted network communications and session logging. The remote access solution will likely require the installation of a lightweight software client. The LIBRARY is responsible for maintaining secure user accounts and password information according to the LIBRARY'S own local information policies and Polaris will not store or manage user account information or passwords for any LIBRARY servers. Polaris, at its own expense and sole discretion, will provide a standard remote access solution that meets these requirements.

Remote access must be sufficient to satisfy the implementation and on-going performance requirements, the warranties and the conditions for Software Maintenance set forth under this Agreement. Failure by the LIBRARY to provide Polaris with remote access may result in unresolved performance issues and may void Polaris' obligations with respect to on-going performance requirements and warranties. The LIBRARY'S failure in this regard should not be considered just cause for delaying the setting of a Live Date, as specified in Article 1.5 herein.

If custom remote access solution is requested by the LIBRARY that meets the criteria stated above, a testing and validation fee based on the level of effort and out-of-pocket costs will be charged by Polaris whether or not the custom solution is approved. If the custom solution is approved, then the LIBRARY will bear any and all additional costs incurred by Polaris to deploy and maintain any required hardware or software, and for the initial and ongoing training of Polaris staff to use the custom solution.

Should the LIBRARY decline to comply with this remote support access policy, Polaris will require the LIBRARY to sign a disclosure document which indicates that the LIBRARY has been made aware of this remote support access policy, has declined to comply with the policy, and shall not hold Polaris responsible in the event (a) such non-compliance results in any LIBRARY damages, or (b) Polaris ability to provide remote support is impeded.

Polaris reserves the right to modify this policy from time to time in its sole discretion. The policy may be modified to keep pace with technological advances, or if it becomes infeasible for Polaris in its sole judgment to maintain outdated remote support technology or policies. Polaris, at its own expense and sole discretion, will continue to provide a secure remote support access solution to the LIBRARY, and will not materially reduce the level of security by the replacement of, or any modification to, that solution. Polaris will notify the LIBRARY of any amendment or modification to the policy in advance by posting notice of such change on the Polaris website or by using any other reasonable means.

- 8.5 With the exception of the services provided under Schedule C Services, Section 3, the LIBRARY will accept responsibility for the installation, performance and maintenance of all hardware and software components not provided and/or supported by Polaris under this Agreement. In the process of trouble-shooting a reported issue, Polaris, in its sole discretion, may require the LIBRARY to remove any such components from the Polaris ILS and to replicate the reported issue in that environment. Polaris will work with the LIBRARY to certify the viability of such components in conjunction with the Polaris ILS.

- 8.6 The LIBRARY will accept responsibility for the export of all data files it wishes to migrate to the Polaris ILS. These files will be provided to Polaris in a format in accordance with the content and format specified in the Polaris Data Migration Guide. This document will be provided at the beginning of your implementation, but may also be requested at any time. Deviation from the specified format may result in additional migration fees. Data will be provided to Polaris through ftp (file transfer protocol) or through a mutually agreed upon tape and tape backup format. The LIBRARY is responsible for arrangements that may need to be made with the vendor of the system from which data is extracted for the data extraction and any documentation that defines the content of the fields in the exported files. The LIBRARY assumes responsibility for any fees that may be incurred from services provided by the vendor for the data export and transfer to Polaris if such services are necessary. The LIBRARY assumes the responsibility of conducting communication between Polaris and other vendors, as necessary, to assure that all conditions for proper file export and transfer are met. The LIBRARY will be required to conduct two (2) data extractions – one for an initial test load and then one for a final production load.

- 8.7 The LIBRARY will accept responsibility for the data concerning the LIBRARY's system profile and system parameters that it has provided to Polaris based on guidelines for the profile and parameters set by Polaris. Polaris agrees to provide prompt written notice of any material discrepancy of which it becomes aware between data provided by the LIBRARY and data required for effective functioning of the Polaris Software.

- 8.8 LIBRARY Responsibilities for remote installation:
 - Unpack and inspect servers upon receiving
 - Physical installation of the servers and related hardware components, including (but not limited to) physical installation into server racks
 - Connection of power and network cabling to all hardware components

- Integration into the LIBRARY network to the degree required to provide remote access to Polaris Library Systems
- Provide onsite LIBRARY staff member with physical access to the server(s) for purposes of inserting and removing DVDs and other physical media when necessary
- Purchase and load anti-virus software
- Provide local administrative rights, on the Polaris servers, to Polaris implementation and support staff
- Configuration of the LIBRARY network firewall as required to provide remote access from Polaris to the Polaris servers located at the LIBRARY

9. Site Preparation

It is understood and agreed that the aforesaid fees do not include any site preparation or installation costs except as described in Schedule C, Services. The LIBRARY shall, at its own expense, prepare the site to house the hardware in accordance with the installation specifications presented in Polaris' Proposal or supplied to the LIBRARY immediately following Agreement signing. Pursuant to those specifications, the LIBRARY shall provide suitable electric service for operation of the hardware and a reliable connection to the network via the Internet. The LIBRARY is also solely responsible for preparing an environment free of any and all impediments, including, but not limited to, asbestos, hazardous materials, and/or hazardous conditions, that may interfere with Polaris' ability to perform a successful and timely installation of the Polaris ILS components. Site preparation shall be completed by the LIBRARY within forty-five (45) days of Agreement signing.

10. Privacy of Data

Polaris agrees not to use patron details such as names, addresses, etc., for any purpose other than providing requested service to the LIBRARY and agrees not to transmit LIBRARY data to any third party, except as requested by the LIBRARY.

11. Protection and Security

11.1 The LIBRARY will take appropriate action, by instruction, agreement or otherwise, with any persons permitted access to licensed Polaris Software so as to enable the LIBRARY to satisfy its obligations under Article 7 herein.

11.2 All licensed Software Materials contain Polaris proprietary information, use of which is limited by the licenses granted in this Agreement. The LIBRARY will not disclose or otherwise make available, except as required by law, any licensed Software Materials in any form to any third party except to the LIBRARY's employees or to agents directly concerned with licensed use of the program. Subject to the limitations of this article, the LIBRARY may make additional copies of the Software Materials.

12. Warranty

12.1 Polaris warrants that Polaris has the right to license the Polaris Software and Third Party software listed in Schedule B, Software Licenses hereunder. Polaris further warrants that the Polaris Software will perform substantially in accordance with Polaris' Response to the LIBRARY's Request for Proposal and with the Software Materials in effect when shipped to the LIBRARY. Polaris agrees to make reasonable efforts to correct all reproducible material errors in the Polaris Software and discrepancies between the Software Materials and the actual Polaris Software performance, contingent upon the LIBRARY advising Polaris of such errors within one (1) year from the Live Date, and thereafter when Software Maintenance is in effect. Polaris disclaims any responsibility for the use or function of the Polaris Software beyond the parameters set forth in the Software Materials. Pursuant to, but not limited by, Paragraph 12.2 herein, Polaris does not warrant that the operation of the licensed program will be uninterrupted or error-free or that all program defects will be corrected. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Polaris does not warrant that the Polaris Software or any equipment, system or network on which the Polaris Software is used will be free of vulnerability to intrusion or attack.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY OTHER TYPE WHETHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL.

- 12.2 Pursuant to Article 8.5 herein, Polaris disclaims any responsibility for correcting any adverse effects on either the performance or operation of the Polaris ILS, or on the individual components of said system, as a result of the LIBRARY's use of (a) third party hardware or software, and/or (b) databases and networks external to the Polaris ILS, in conjunction with the Polaris ILS. Where such third party hardware or software has been approved by Polaris in writing prior to the installation of the Polaris ILS, or has been provided by a Polaris business partner, Polaris may provide consultation Services or diagnostic support relating to the LIBRARY's use of such third party hardware and software, external databases and networks, and shall reserve the right to charge at the rate of \$200 per hour with a minimum \$400 charge, subject to approval by the LIBRARY in advance and in writing. Assistance by Polaris staff in the re-building of server due to virus or "hacker" intrusion will be billed at \$500 per server.
- 12.3 Polaris will support a 99% availability level for the Polaris Software, but cannot offer an availability level for 3rd party products. Polaris Software in the Polaris ILS will be available to the LIBRARY twenty four (24) hours a day, seven (7) days a week at an availability level of no less than ninety-nine percent (99%) during the term of the Agreement. The LIBRARY will record any unscheduled downtime which occurs as a sole result of the failure of the Polaris Software. Downtime will be measured from the time that the LIBRARY contacts, via telephone or Internet, the Polaris support team. In the event that the recorded cumulative total downtime for any given thirty-day (30) period, as calculated against the total number of hours in the thirty (30) day period, exceeds the value noted above, then Polaris will make whatever corrections are necessary to the Polaris Software at no cost to the LIBRARY, and the LIBRARY may be entitled to a ten percent (10%) reduction in its maintenance fee for the month in which the excess downtime occurred. Exclusions to the calculated downtime include scheduled maintenance, software upgrades and force majeure events.

13. Software Maintenance

- 13.1 Telephone support and general release updates for the Polaris Software will be provided as part of the annual Software Maintenance fee. Service coverage and limitations are set forth below.
- 13.2 Polaris Customer Support is available by telephone, email and web. Prior to contacting support, the LIBRARY agrees to have performed relevant troubleshooting in those areas for which the LIBRARY is responsible. Telephone service is available Monday through Friday from 8:30AM to 8:00PM EST, excluding Polaris company holidays. From 8:30AM to 5:00PM EST customers will be able to call Customer Support and reach their Site Manager. From 5:00PM to 8:00PM EST customers will either reach a Site Manager or a Support Engineer working at Polaris headquarters that evening. After 8:00PM ET customers needing emergency support to correct "system down" problems that impact critical functionality will be transferred to an Answering Service and will be referred to the designated Customer Support representatives on-call evenings, weekends, and holidays to provide 24x7 emergency support. Polaris will make its best efforts to respond within one hour for all "system down" calls. Non-emergency issues will be addressed by Customer Support during normal business hours.
- 13.3 Software Maintenance covers:
- support for Polaris Software;
 - trouble-shooting of problems with the Polaris Software;
 - provision of updates to the latest versions of the Polaris Software within regular support hours as they are noted under 13.2;
 - support for SQL Reports interface with the Polaris Software;

- 13.4 Service limitations:

- 13.4.1 no on-site Software Maintenance is included under this Agreement. Any on-site service requested by the LIBRARY will be provided at Polaris' then-current per-call rates and terms.
- 13.4.2 Software Maintenance does not include:
- server operating systems;
 - client operating systems;
 - Third Party software;
 - network/communications software;
 - peripheral equipment not purchased from Polaris;
 - web server/browser software (except where supplied by Polaris);
 - PC trouble-shooting;
 - malware (virus, "trojan", worm, "bot" or other malicious software) protection, detection or removal; or repair of damage incurred through infection by malware or system intrusion by hackers or other unauthorized agents.
- 13.4.3 The following conditions are not covered as part of the Software Maintenance:
- fault or negligence on the part of the LIBRARY;
 - failure of Third Party hardware/software;
 - operator error that deviates from standard operating procedures as described in the Software Materials;
 - data loss and/or corruption as a result of any Hardware failure
- 13.4.4 At Polaris' sole discretion, services performed beyond the scope of those services listed in 13.3 above, or beyond the limitations listed in 13.4 above, may be billable at the rate of \$200 an hour, with a minimum \$400 charge, provided that LIBRARY has requested such services and has been informed by Polaris in advance of rendering such services that such services are subject to these charges.
- 13.4.5 In the course of providing product and technical support, Polaris will provide the LIBRARY with assistance determining the root cause of any problem arising within the Third Party hardware and software components provided by Polaris under this Agreement. In the event that the root cause is found to arise within Third Party hardware or software provided by Polaris under this Agreement, Polaris will provide reasonable assistance in facilitating access to Third Party vendors for purposes of problem resolution.
- 13.4.6 Support for any Third Party product purchased by the LIBRARY under this Agreement will be provided directly by the Third Party vendor of said product. Polaris will provide such consulting services as are required to resolve any Polaris ILS issues as they pertain to the interface with the Third Party product. Polaris will provide reasonable assistance in facilitating access to Third Party vendors for purposes of problem resolution. The Third Party vendor will provide such support terms and conditions as are available at the time at which the Third Party product is purchased by the LIBRARY.
- 13.5 Pursuant to Article 13.3, Polaris Software updates will be made available periodically. The provision of updates outside of Polaris' regular support hours will be billable at then current rates. Polaris shall have full discretion as to the timing and content of updates during the term of this Agreement. Failure to release updates during any specific term does not constitute default on the part of Polaris because of the continuation of the right to use telephone support and other support-related Services. Given the complexity of the library automation environment, including such factors as evolving standards, developmental tools, and market demands, Polaris reserves the right to modify its development plan for future releases for the best interests of its current customers, its organization (from a support perspective) and future marketability.
- 13.6 Polaris and the LIBRARY will mutually agree upon a schedule for implementing Polaris Software updates. For

any agreed-upon schedule outside of Polaris' regular business hours, Polaris reserves the right to charge at then current rates. Polaris will assume responsibility for Polaris Software updates to the server(s). The LIBRARY will assume responsibility for Polaris Software updates to the client workstations. At all times, the LIBRARY must be on a version of the Polaris ILS that is either one of the last two (2) versions or that was released within the last 2 years, whichever provides for the older release, of the then current general release version to insure proper program performance and continued support. Failure by the LIBRARY to install Polaris Software updates on the client workstations within the agreed time frame may result in the termination of Software Maintenance or in the increase of Software Maintenance fees where appropriate.

13.7 Polaris reserves the right to charge at \$200 per hour with a minimum \$400 charge for any additional effort that results from providing Services for a licensed software program altered by the LIBRARY.

14. Patent and Copyright

14.1 Polaris will defend the LIBRARY against any claim that licensed Polaris Software and/or Software Materials furnished and used within the scope of the license granted herein infringe a U.S. patent or copyright and Polaris will pay resulting costs, damages and attorney fees finally awarded, provided that: (a) the LIBRARY promptly notifies Polaris in writing of the claim, and (b) Polaris has sole control of the defense and all related settlement negotiations.

14.2 If such claim has occurred, or in Polaris' opinion is likely to occur, the LIBRARY agrees to permit Polaris at its option at no additional expense to the LIBRARY either to procure for the LIBRARY the right to continue using the licensed Polaris Software and/or Software Materials, or to replace or modify the same so that they become non-infringing. If neither of the foregoing alternatives is reasonably available, the LIBRARY agrees on one (1) month's written notice from Polaris to return or destroy all copies of the licensed Polaris Software and/or Software Materials received from Polaris and all copies thereof, and to receive a refund for any monies paid for said licensed Polaris Software and/or Software Materials, exclusive of any periodic maintenance fees.

14.3 Polaris shall have no obligation to defend the LIBRARY or to pay costs, damages, or attorney's fees for any claim based upon the LIBRARY's use of licensed Polaris Software that has been altered by the LIBRARY without Polaris' express permission and in direct breach of Article 7.5 herein.

14.4 The foregoing states the entire obligation of Polaris with respect to infringement of patents or copyrights.

15. Limitation of Remedies

15.1 For any claim concerning performance or non-performance by Polaris pursuant to or in anyway related to the subject matter of this Agreement and any supplement hereto, the LIBRARY shall be entitled to recover actual damages to the limits set forth in this section. No action, regardless of form, arising out of this Agreement, may be brought by either party more than two (2) years after the cause of action has arisen.

15.2 For any action brought within two (2) years of the execution of this Agreement, Polaris' maximum aggregate liability, whether for breach of contract, breach of warranty or in tort, including negligence, will be limited to a maximum of all monies paid to date of action, exclusive of any subscription fees.

15.3 For any action brought more than two (2) years but less than five (5) years from the execution of this Agreement, Polaris' maximum aggregate liability, whether for breach of contract, breach of warranty or in tort, including negligence, will be limited to a maximum of all monies paid for the Software after any discount has been applied and exclusive of any maintenance and subscription fees.

15.4 For any action brought more than five (5) years from of the execution of this Agreement, Polaris' maximum aggregate liability, whether for breach of contract, breach of warranty or in tort, including negligence, will be limited to a maximum of all monies paid in the year in which the action was brought.

15.5 This limitation of liability will not apply to Articles 14 and 25 herein, or to claims for personal injury to the

extent caused in whole or in part by Polaris' negligence.

15.6 IN NO EVENT WILL POLARIS BE LIABLE FOR ANY DAMAGES ARISING FROM THE MIS-USE OR MODIFICATION OF THE SYSTEM BY THE LIBRARY, OR FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF POLARIS HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES.

16. Waiver of rights

The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

17. Severability

If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

18. Headings

The headings of the various Paragraphs and Sub-paragraphs herein are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

19. Governing Law

This Agreement shall be subject to all applicable laws of the Federal Government of the United States of America and to the laws of the State of California. The applicable law for any legal disputes arising out of this Agreement shall be the law of the State of California. The prevailing party under in any action brought under this Agreement shall be entitled to reasonable attorney fees and costs as awarded by the court including any action at the appellate level.

20. Saving Clause

Typographical errors are subject to correction by written mutual agreement of the parties.

21. Assignments

Polaris and the LIBRARY agree that neither party to this Agreement shall sub-license, assign its rights or interest, or delegate its duties under this Agreement without the prior written consent of the other party. Any attempted sublicensing, assignment or delegation without prior written consent shall be wholly void and ineffective for all purposes.

22. Taxes not included

The charges shown on this Agreement do not reflect applicable state and local taxes that may be added to the amounts shown at the time of invoicing.

23. Whole Agreement

This Agreement and the documents listed below which are defined in aggregate as the Agreement Documents constitute the entire agreement between the parties and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject. Neither party shall be bound by any warranty, statement, nor representation not contained herein. The signatories acknowledge reading and agree to comply with all terms and conditions. In the event of an inconsistency in the provisions of this Agreement or a dispute as to a subject not specifically addressed by this Agreement, the following documents shall be consulted to resolve the dispute in the following order of precedence:-

1. This Agreement;
2. Polaris' Response, dated July 3rd, 2013, to the LIBRARY's Request for Proposal;
3. The LIBRARY's Request for Proposal, dated May, 2013;

24. Force Majeure

Neither party will be held responsible for delay or default caused by declared emergencies, natural disasters,

or any other cause which is beyond the party's reasonable control. Polaris will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this agreement. This provision does not relieve the LIBRARY of its obligation to make payments then owing.

25. Indemnification

Polaris agrees to indemnify, hold harmless and defend the LIBRARY and its agents, officials and employees from any liability, claim or injury, related to or caused by fault or negligence of Polaris employees or subcontractors.

26. Amendments

Amendments and modifications to all, or any part, of the Agreement and to the appendices and referenced attachments, may be made, and shall be binding, only if in writing and signed by duly authorized representatives of both parties.

27. Funding

LIBRARY represents that funding has been appropriated sufficient to purchase the deliverables set forth in the Schedules attached to this Agreement.

28. Proprietary Information

The parties to this Agreement understand and agree that in the performance of work or services under this Agreement, or in contemplation thereof, either party may have access to private or confidential information which may be owned or controlled by the other party, and that such information may contain proprietary details, disclosures, or sensitive information which disclosure to, or use by, a third party will be damaging or illegal. Both parties agree that all information, disclosed by one party to the other, which is in written form and which is marked confidential, shall be held in confidence and used only in performance of services under this Agreement. Both parties shall exercise the same standard of care to protect such information as is used to protect their own proprietary data.

29. Ownership of Data

Polaris acknowledges the LIBRARY's ownership of the various databases installed upon the Polaris ILS. Upon termination of this Agreement by either party, or upon conclusion of the Agreement term, Polaris agrees to assist the LIBRARY in extracting all LIBRARY-owned data from the Polaris ILS. Such assistance shall include personnel time and Polaris' best efforts, provision of documentation regarding the format and contents of the extracted data, verification that extracted data is complete and in a form suitable for use by the LIBRARY, and other assistance necessary for the extraction of data. Such assistance shall be provided by Polaris at no charge to the LIBRARY if termination of this Agreement by the LIBRARY comes as a direct result of a breach, by Polaris, of any of the terms and conditions set forth herein; in all other circumstances concerning termination, Polaris shall be entitled to charge the LIBRARY at its then current rates for data extraction services, including any actual expenses for travel to LIBRARY. The data shall include all contents of all files created, maintained, and owned by the LIBRARY, including all bibliographic data, holdings data, patron data, in-process transaction data associated with circulation control, cataloging, acquisitions, serials control, and any other activity or subsystem in use by the LIBRARY. Wherever standards such as MARC exist for the format of that data, Polaris will furnish such data in the standard format. Appropriate documentation shall be provided. These Services will not be delayed or withheld by Polaris in the event of any legal proceeding initiated by either party.

30. Safety

All service(s) and item(s) provided will comply with applicable safety laws, regulations, and standards. Polaris will provide proof of compliance, if requested by the LIBRARY.

31. Government Regulations

Polaris will comply with all federal, state, and local laws, standards, regulations, licenses, and permits related

to an Integrated Library System. This includes, but is not limited to, maintaining a current City of Santa Cruz Business Tax Certificate.

31.1 City of Santa Cruz Business Tax Certificate

Polaris will maintain a current City of Santa Cruz business tax certificate if:

- a. Polaris is located in the City of Santa Cruz;
- b. Will perform physical work in the City of Santa Cruz for 6 or more days annually; or
- c. Will use company vehicles to deliver within the City of Santa Cruz for 6 or more days annually.

32. Contract Pricing De-escalation

Should the Vendor at any time during the life of this contract sell the same materials or service under similar quantity and delivery conditions to another customer at prices below those quoted to the Library, such lower prices will be immediately extended to the Library.

33. Usage Report

Upon request, Polaris must provide a report of items purchased by the LIBRARY for the previous six months. This report will be in order of most frequently ordered items to the least frequently ordered items. The following information must be included in the report: product description, total quantity ordered for the period, and total amount spent on the item for the period.

34. Optional Piggyback Provision

Polaris will make this contract available to interested agencies for at least six months following the award of this contract. Interested government agencies may enter into their own contract with Polaris. They may negotiate minor changes in terms and conditions.

35. Insurance Requirements

Prior to the beginning of and throughout the duration of the contract, Polaris will maintain insurance in conformance with the requirements set forth below. Polaris will insure the LIBRARY against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by LIBRARY, his agents, representatives, employees or subcontractors.

35.1 Certificate Requirements

LIBRARY will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be City of Santa Cruz, Risk Management, 809 Center St, Rm 7, Santa Cruz, CA 95060,
- Certificate will be signed by an authorized representative,
- An endorsement will be provided to show LIBRARY, its officers, officials, employees, and volunteers as additional insured.

35.2 Minimum Scope and Limits of Insurance

Polaris acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. LIBRARY will be entitled to coverage for the highest limits maintained by Polaris. Coverage will be at least as broad as:

- *Commercial General Liability (CGL): \$2,000,000* (Including products and completed operations)
Proof of coverage for \$2 Million per occurrence for bodily injury, personal injury and property damage will be provided on Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location or the general aggregate limit will be twice the required occurrence limit.

- *Automobile Liability: \$1,000,000*
Proof of coverage for \$1 Million will be provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if Polaris has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.
- *Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance: \$1,000,000 per accident for bodily injury or disease.*
- *Professional Liability (Errors and Omissions): \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.*
Polaris will maintain insurance appropriate to Polaris' profession; with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Insurance must be maintained and evidence of insurance must be provided for at least five years after date of completion of the contract work. Polaris agrees to purchase an extended period coverage for a minimum of five years after completion of contract work.

35.3 Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- *Additional Insured Status*
LIBRARY, its officers, officials, employees, and volunteers are to be covered as insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Polaris including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage will be provided in the form of an endorsement to Polaris' insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10 and CG 20 37 (if a later edition is used).
- *Primary Coverage*
For any claims related to this contract, Polaris' insurance coverage will be primary insurance as respects LIBRARY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by LIBRARY, its officers, officials, employees, or volunteers will be excess of Polaris' insurance and will not contribute with it.
- *Notice of Cancellation*
Each insurance policy required above will provide that LIBRARY will be notified of any coverage canceled with 30 days' prior written notice (10 days for non-payment).
- *Waiver of Subrogation*
Polaris hereby grants to LIBRARY a waiver of any right to subrogation which any insurer of Polaris may acquire against LIBRARY by virtue of the payment of any loss under such insurance. Polaris agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not LIBRARY has received a waiver of subrogation endorsement from the insurer.

The Worker's Compensation policy will be endorsed with a waiver of subrogation in favor of LIBRARY for all work performed by Polaris, its employees, agents and subcontractors.
- *Deductibles and Self-Insured Retentions*
Any deductibles or self-insured retentions must be declared to and approved by LIBRARY. LIBRARY may at its option allow Polaris to purchase coverage with a lower deductible or retention, or require Polaris to provide a financial guarantee satisfactory to Library guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- *Acceptability of Insurers*
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to LIBRARY.

- *Verification of Coverage*

Polaris will furnish LIBRARY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by LIBRARY before work commences. However, failure to obtain the required documents prior to the work beginning will not waive Polaris' obligation to provide them. LIBRARY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

IN WITNESS WHEREOF the parties have duly executed and delivered this Agreement, which shall inure to the benefit of and be binding upon the successors of the respective parties, as of the last date indicated below.

ACCEPTED FOR THE LIBRARY

By: _____

Title: _____

Date: _____

ACCEPTED FOR POLARIS LIBRARY SYSTEMS.

By: _____

Title: President, Polaris Library Systems.

Date: _____

APPROVED AS TO FORM FOR LIBRARY

By:  _____

Title: *Deputy*
City Attorney

Date: *10/3/13* _____

APPROVED AS TO FORM FOR POLARIS LIBRARY SYSTEMS

By: _____

Title: Manager, Contracts and Proposals

Date: _____

Schedule A
Library Statistics

1.	Estimated number of Patron Records	118,000
2.	Estimated number of Item Records	725,000
3.	Estimated number of Bibliographic (MARC) Records	265,000
4.	Estimated number of Authority Records	175,000
5.	Items Issued Annually	1,908,720
6.	Staff Client Licenses	185

7. Name and address for central server location:

Santa Cruz Public Libraries
Cruzio
COLOCATION Room
877 Cedar Street, Suite 150
Santa Cruz, CA 95060

8. Other Locations:

Aptos Branch Library
Boulder Creek Branch Library
Branciforte Branch Library
Capitola Branch Library
Felton Branch Library
Garfield Park Branch Library
La Selva Beach Branch Library
Live Oak Branch Library
Scotts Valley Branch Library
Bookmobile
Administrative Headquarters
Downtown Branch

**Schedule B
Software Licenses**

Pursuant to Articles 7 and 12.1 herein and subject to the terms and conditions of this Agreement, Polaris will grant non-transferable and non-exclusive licenses for the following Polaris Software & Third Party software for use by the LIBRARY.

ILS Server/Client Licenses

Polaris® ILS Server/Client Software

Includes:

- Polaris® Database, Z39.50 Server, SMTP for email notification, Remote Patron Authentication, System Administration, System Reports.
- 185 Staff Client Licenses
- Unlimited PAC access
- Polaris® ILS Test/Training Server License x 1
- Simply Reports x 5
- Self-Check interface to 3rd party Self-Check units x 25
- Spanish language interface to PAC
- EDI for Acquisitions Setup/Training for the following approved vendors: Baker & Taylor, Ingram, Midwest Tape, Recorded Books - Level D
- URL Detective x 1
- Polaris® API
- Collection Agency interface to Unique Management
- Export Express
- Client Deployment Tool

Polaris® ILS Software Materials:

User Guides and Administrative Guides are available on the Production Server

Total: Polaris Software Licenses

\$220,750

Third Party software

Production Server:

2	Microsoft Windows Server 2012 per 2-Core (P73-05828)	\$466
1	Microsoft Windows Server 2012R2 – Media	\$30
2	Microsoft SQL Server 2012 per 2-Core (7NQ-00256)	\$1,884
1	Microsoft SQL Server 2012 Media	\$30
185	Microsoft Windows Server 2012 Device CAL (R18-04271)	\$1,480
1	Ipswitch WS_FTP Professional	\$80

Test/Training Server:

1	Microsoft SQL Server 2012 (228-09873)	\$236
30	Microsoft SQL Server 2012 Device CAL (R18-04271)	\$1,650

Total: Third Party software	\$5,856
------------------------------------	----------------

Schedule B Software Licenses - continued

Polaris® Application Programming Interface (API) – Site License

Web-based service comprised of a set of URIs which return data and/or perform actions on the Polaris application database.

Includes:

- Polaris API Web Services installed and activated
- Full access to Polaris Developer Network (includes “sandbox”)
- Unlimited Polaris API – User Access License Keys for each application developed or purchased

Distribution Privileges:

- Customers who purchase the “Polaris API Site License” are authorized to share the applications that they develop with other Polaris Customers, but must abide by the following rules:
 - they may not charge a fee for that application
 - the customer that receives the free application must own a “Polaris API Site License”.

**Schedule C
Services**

1. Data Migration Services

Estimated number of Patron Records:	118,000
Estimated number of Item Records:	725,000
Estimated number of Bibliographic (MARC) Records:	265,000
Estimated number of Authority Records:	175,000
Source:	Evergreen

Description
Migration /Test Load/Final Load <ul style="list-style-type: none"> • Bibliographic records • Authority records • Item records • Patron records • Circulation records • Fines and Blocks records • Holds records

Pursuant to Article 8.7 herein, the LIBRARY will assume sole responsibility for the extraction of the data from its current system. The LIBRARY will be required to conduct two (2) data extractions – one for an initial test load and then one for a final production load.

<p style="text-align: center;">Schedule C Services - continued</p>
--

2. Implementation & Training Services

Overview

Polaris shall provide implementation services involving project consultation and training. These services shall include, but are not limited to:

- Assigning an Implementation Manager whose role will be to work in conjunction with the LIBRARY during the implementation phase of the Agreement.
- Providing trainers to instruct the LIBRARY on the operation of the Polaris ILS application/system administration consistent with the provisions set forth below.

Purpose of the Implementation Site Visit

Polaris' Implementation Manager will schedule a two-day site visit to the LIBRARY to discuss:

- Policy file creation
- Data migration issues
- Project planning
- Implementation Process
- Staff Client System Administration

The Implementation Site Visit requires the participation of the LIBRARY's System Administrator as well as representatives from each of the LIBRARY's administrative units involved or affected by the implementation of Polaris ILS.

Training Philosophy and Fees

Train-the-Trainer Approach: Polaris's approach to training is to thoroughly train a core group (numbers indicated below) at the customer site. This core group will receive in-depth training on the various subsystems. This core group will, in turn, train the remainder of the LIBRARY staff. System Administration training is offered as a one-day webinar, scheduled on a monthly basis. LIBRARY may re-take this class as many times as desired at no cost.

Prerequisites: Prior familiarity with current Windows Desktop Operating Systems is required for all trainees. Up to ten (10) trainees allowed at each training session. Additional charges apply for additional trainees up to a maximum of 15. Training materials will be provided for each session. Additional training days can be contracted for at a cost of \$1,800 per trainer per day including expenses. Training should take place in a room away from public areas and have the capacity to hold the number of trainees and the Polaris trainer. It is strongly recommended that each trainee have the use of a LIBRARY workstation with the Polaris Software staff client installed.

Implementation Manager site visit and on-site training will be charged in whole days at \$1,800 a day for each Polaris staff member, all expenses included.

Schedule C
Services - continued

Project Implementation & Training:

- Implementation Management & Consultation:
 - Implementation process, Policy files creation, Data migration issues, On-Going Project planning, and Staff Client System Administration
 - 2 Days On-Site Project Implementation Visit (includes expenses)
- PAC Branding (2 hour maximum – if additional time is required, that will be quoted separately at the rate of \$200/hour):
 - Enable pre-programmed theme selection;
 - Enable predefined set of dashboards selected by the LIBRARY
 - Resize existing library logo;
- 2 Days On-Site “Go Live” assistance (includes expenses)
- 8 Days on-site training covering the following subsystems (includes expenses)
(To occur after system installation and initial database load)
Up to ten (10) trainees allowed per session. Two (2) discrete sessions of four (4) days each.
 - PAC
 - Patron Services
 - Cataloging
- 3 Days on-site training covering the following subsystems (includes expenses)
(To occur after system installation and initial database load)
Up to ten (10) trainees allowed per session.
 - Acquisitions
 - Serials
- 2 Days on-site training covering the following (includes expenses)
(To occur after system installation and initial database load)
Up to ten (10) trainees allowed per session.
 - Workflow Analysis
- 1 Day Web-based training covering the following:
 - Polaris ILS System Administration Interface
Scheduled on a monthly basis. Library may re-take this class as many times as desired at no cost
- Simply Reports – scheduled as a monthly group webinar. Library may re-take this class as many times as desired at no cost
- Export Express webinar
- Polaris Advanced Reporting – SQL. 3 days in Syracuse for up to 2 library staff. Library will be responsible for all travel expenses.

**Schedule C
Services – continued**

Optional Services

- additional days follow-up training/consultation @1,800 per day inc. expenses (minimum 2 days)
- workflow analysis/consultation @2,150 per day inc. expenses (minimum 2 days)

A maximum of ten (10) trainees allowed per session. Additional charges apply for additional trainees. In no case shall the number of attendees in any session exceed 15 people, as the quality of training is negatively affected beyond this class size. Training must be scheduled such that a minimum of two training days occur in any calendar week (Monday-Friday)

3. Installation Services

The remote installation fee covers the remote loading and installation of the Polaris Software various software components and 3rd party applications upon which the Polaris Software relies. Said services will be performed remotely via phone and the Internet by Polaris Implementation Engineer(s) at the rates quoted herein. Any additional days that are required as a result of the failure of non-Polaris ILS equipment or software, or inability of the LIBRARY to fulfill Library responsibilities as specified in article 8.8 herein, will be charged at \$1,000 per day per engineer with a half day minimum.

Production Server, Test/Training Server and PAC Server - Configured by the LIBRARY in a VMware virtual environment

4. Database Synchronization Service

Level 2 Implementation – available to libraries that have transaction logs back-ups in place, but do not have a Clustered Server environment

Database Synchronization Service

Year 2	\$400
Year 3	\$412
Year 4	\$424
Year 5	\$437

Total: All Services Year 1	\$70,085
-----------------------------------	-----------------

**Schedule D
Software Maintenance**

1. Pursuant to Article 13 herein, the following Software Maintenance fees will apply:

ILS Server/Client Licenses:

Polaris® ILS Server/Client Software

Includes:

- Polaris® Database, Z39.50 Server, SMTP for email notification, Remote Patron Authentication, System Administration, System Reports.
- 185 Staff Client Licenses
- Unlimited PAC access
- Polaris® ILS Test/Training Server License x 1
- Simply Reports x 5
- Self-Check interface to 3rd party Self-Check units x 25
- Spanish language interface to PAC
- EDI for Acquisitions Setup/Training for the following approved vendors: Baker & Taylor, Ingram, Midwest Tape, Recorded Books - Level D
- URL Detective x 1
- Polaris® API
- Collection Agency interface to Unique Management
- Export Express
- Client Deployment Tool

Total: Annual Software Maintenance & Support Fee.

Commencing one (1) year from the Live Date.

\$40,310

Software Maintenance:

Year 3 maintenance fee

\$41,519

Year 4 maintenance fee

\$42,765

Year 5 maintenance fee

\$44,048

**Schedule E
Payment Schedule**

<u>Description</u>	<u>Purchase Price</u>
Software Licenses (Schedule B)	
- Polaris Software	\$220,750
- Third Party software	\$5,856
Services (Schedule C)	\$70,085

Sub-Total:	\$296,691
Less Discount:	(\$71,206)
Total System Cost:	\$225,485

1. Payment on Delivery

1.1 Services (Schedule C)	\$70,085
---------------------------	----------

2. Payment for Software

2.1 Sub-Total Costs (Schedule B)	\$226,606
Less Discount	(\$71,206)
Total	\$155,400

Payment for these costs to be made as follows:-

15% upon signing the Agreement	\$23,310
60% upon completion of Software installation	\$93,240
15% upon Live Date	\$23,310
10% thirty (30) days following Live Date	\$15,540

3. Annual Payments to commence one (1) year from the Live Date.

3.1 Software Maintenance (Schedule D)	\$40,310
3.2 Database Synchronization Service (Schedule C)	\$400

Schedule F
Additional Considerations

1. Returned Goods Authorization.

- 1.1 Goods mistakenly configured or shipped by Polaris will be picked up at Polaris' expense and a full credit will be applied to the customer's account for use towards future goods or services. In order to assure the timely handling of your return, a Returned Materials Authorization number must accompany all returns.
- 1.2 Goods mistakenly ordered by the LIBRARY may be returned within 30 days of sale and a credit will be applied to the customer's account for use towards future goods and services. If the return is in its original packaging and fit for resale as new, the LIBRARY's account will be refunded for the selling price less a 20% restocking fee and less any shipping and handling charges. The LIBRARY must obtain a Returned Materials Authorization number and ship the return at its own expense, including insurance for the replacement value of the return. If the return is lost in shipment, the LIBRARY remains liable to Polaris for the full purchase price as invoiced and must collect from the carrier or insurer. If the return is shipped to Polaris without a Returned Goods Authorization, an additional tracing fee may be deducted from the value of the return. If the return is in a condition that prevents its resale as new, the LIBRARY will receive credit only for the value as determined by Polaris for use as maintenance spares or for sale as used equipment. Software licenses, subscription services, barcode labels and all custom goods, including but not limited to computer hardware and peripherals, are not returnable.
- 1.3 Services will be provided as defined in this contract. If, during the implementation process, the LIBRARY determines that it no longer desires a specific service, it must notify Polaris in writing prior to its Live Date. Polaris will evaluate the situation, and if appropriate, provide a credit on account for use towards future Polaris software or services.
- 1.4 All credits will be valid for 180 days from the time of RMA approval, or if an RMA is not provided, 180 days from the Live Date.
- 1.5 Any returns outside of these guidelines will, at best, result in a credit. Please note that pursuant to articles 1.2 and 1.3 above, there may be situations where a contracted product or service cannot be declined or returned.

2. Network and Workstation Requirements

Polaris ILS system networks are based on the TCP/IP protocol and utilize industry standard techniques and technology. Polaris ILS network topologies include Ethernet, Fast Ethernet and Gigabit Ethernet networks, and networks based on high-speed fiber links and other wide-area communications platforms. Polaris ILS is a PC-based system requiring Staff Client and PAC workstations running on compatible Windows desktop operating systems satisfying minimum Service Pack, memory and video display requirements. Apple Macintosh computers with TCP/IP network connectivity running Internet Explorer may also be used as PAC workstations. As an additional service, the LIBRARY may contract with Polaris for detailed network plans, including design criteria, hardware, and pricing at the then current rates.

Schedule F
Additional Considerations - continued

Operating Systems

- Windows XP Professional (32-bit only) with current Service Pack
(*Not supported after Q1 2014*)
- Windows Vista (32-bit or 64-bit) with current Service Pack (Business, Ultimate, or Enterprise Editions)
(*Not supported after Q1 2014*)
- Windows 7 (32-bit or 64-bit) with current Service Pack (Professional, Ultimate or Enterprise Editions)
- Windows 8 (64-bit) with current Service Pack (Professional, Ultimate, or Enterprise Editions)

System Processor

- 1 GHz or better

System Memory

- Windows XP Professional (32-bit only): Recommended 1GB – Minimum Required: 512MB
(*Not supported after Q1 2014*)
- Windows Vista (32-bit or 64-bit): Recommended: 2GB – Minimum Required: 1GB
(*Not supported after Q1 2014*)
- Windows 7 (32-bit or 64-bit): Recommended: 2GB – Minimum Required: 1GB
- Windows 8 (64-bit): Recommended: 2GB – Minimum Required: 1GB

Hard Disk Requirements

- Minimum: 10GB

Video Requirements

- SVGA Graphics Controller /4 MB Video Memory or better

Other

- 100 Mbps NIC Card

Monitor

17" - as a standard Windows application, the Polaris ILS will run in whatever screen resolution the Windows PC is configured for. The optimal resolution is 1024 x 768.

3. Polaris Workstation Connectivity –

- The Round Trip Time (RTT) is the time it takes for a data packet to reliably travel across the network to the destination and for the sender to receive an acknowledgement that the packet arrived at the destination. For best performance, RTT connectivity from direct Polaris Staff Client workstations at the LIBRARY to the Polaris servers should not exceed 10 msec and should have 0% packet loss.

Schedule F
Additional Considerations - continued

- PAC workstations communicate via HTTP/HTTPS and perform optimally when the RTT connectivity between the workstations and the Polaris PAC server does not exceed 50 msec and has 0% packet loss.
 - Libraries that purchase optional external content for the PAC displays (e.g. Syndetics book jackets) will also require adequate Internet performance to the content provider.
4. Polaris Server Platform Connectivity –
- For inter-server connectivity between the Polaris Servers (Production, PAC, Reports, Terminal Servers), and the Domain Controller(s), Fast Ethernet (minimum) or GigE (preferred) LAN connectivity providing sub 1-msec network RTT latency is recommended.
5. Estimating Network Bandwidth Capacity –
- Polaris Staff Client: 80Kbps per workstation - based on normal mix of bandwidth-intensive functions (in Cataloging and Acquisitions, for example)
 - Polaris PAC workstation: 40Kbps per workstation - excludes public Internet access bandwidth.
 - Public Internet workstation: 256Kbps – 1Mbps; contingent on the LIBRARY’s policy regarding access to high-bandwidth Internet content or ability to physically limit the workstation’s bandwidth consumption.

If applicable:

- Polaris Terminal Services (Remote Desktop) Client: 30Kbps per workstation (active concurrently)

Polaris strongly recommends the use of Remote Desktop Services for remote staff workstations that connect to Polaris using the public Internet or any other network environment that is subject to packet loss or high latency. Remote Desktop Services requires at least one Terminal Server located on the same local area network with the Polaris Production Server and Domain Controllers. The Polaris PAC is a web-based application that is designed for use over the Internet, so Remote Desktop Services are not required for and should not be implemented for PAC workstations.

6. Server Resources Required for Virtual Environment

PRODUCTION SERVER:

64GB RAM, 4C
200GB PROD OS (175 IOPS)
20GB TempDB (175 IOPS)
50GB Logs (300 IOPS)
100GB Data (500 IOPS)

PAC SERVER:

16GB RAM, 2C

200GB PAC OS (175 IOPS)

TEST/TRAINING:

16GB RAM, 2C

200GB TRAIN OS (175 IOPS)

100GB DATA (300 IOPS)

<p>Schedule F Additional Considerations - continued</p>

7. Optional Software & Subscription Products

Pursuant to article 6.1 herein, the costs for the following products/services will be held as quoted for a period of two (2) years from the execution date of this Agreement.

	<u>Year 1 Cost</u>	<u>Annual Cost</u>
Polaris® Mobile PAC	\$3,000	\$500
Polaris® Community Profiles including FeatureIt	\$5,000	\$800
½ day training via web conferencing	\$500	N/A
Polaris® Federated Searching (Muse Global) – Subscription fee (includes implementation & hosting fee) Note: any custom connectors that are required will be quoted at additional cost - TBD	\$11,800	\$8,500
Polaris® Inventory Manager – cost per license Training via downloadable video at N/C. (Additional Staff Client License/MS CAL recommended).	\$2,000	\$500
Polaris® Fusion – Digital Collection Management	\$7,499	\$1,199
Optional: Reserve Management and Ecommerce Upgrade	\$5,000	\$900
Half-day Webinar Training	\$600	N/A
Separate Server required	\$9,077 estimated	N/A
On-Site Profiling Service (includes expenses)	\$3,600	N/A
Real-time Update to Authority Header (for existing OCLC subscription)	\$2,500	\$625

Schedule F
Additional Considerations - continued

	<u>Year 1 Cost</u>	<u>Annual Cost</u>
<p><u>Hours Polaris Software Upgrade:</u> For off-hours upgrade to Polaris Software performed on the following Polaris company holidays, the service will be charged as quoted:</p> <ul style="list-style-type: none"> • Good Friday • Memorial Day • July 4th • Labor Day • Thanksgiving & day after Thanksgiving • Xmas and day after Xmas • New Year's Day <p>The rates quoted are inclusive of all Polaris personnel required to perform the upgrade. Off-hours is considered to be anything outside of our normal business hours of 8:30 – 5:00EST, Monday through Friday.</p>	\$3,200	N/A
<p>For off-hours upgrade to Polaris Software – all other days – the service will be charged as quoted: Off-hours is considered to be anything outside of our normal business hours of 8:30 – 5:00EST, Monday through Friday.</p>	\$2,700	N/A

8. Third-Party Products & Services

The LIBRARY has expressed an interest in the purchase of certain products and services from Envisionware, Inc. Said products and services have been quoted by Envisionware under quote # US-16963, dated 9/18/13 and under quote #US-16994, dated 9/23/13. Both quotes have been duly delivered to the LIBRARY for consideration. THE LIBRARY retains the right to purchase said products and services, in whole or in part, at a date to be determined by the LIBRARY. Envisionware have committed in writing to the LIBRARY that the costs listed in the quotes will be held for a period of two (2) years from the execution date of this Agreement.

COMMITTEE REPORT

DATE: October 4, 2013
TO: Library Joint Powers Board
FROM: Facilities Master Plan Steering Committee
RE: Moving Forward

RECOMMENDATION: That the LJPB:

1. Discuss a sunset timeline for the existing ad hoc Facilities Master Plan Steering Committee
2. Direct the Library Director to work with the administrators of the four jurisdictions to gather additional information, explore options, and bring forth recommendations as detailed in this report

BACKGROUND

In May 2013, the LJPB established a committee to work on the preliminary steps for implementing the Facilities Master Plan. The group met over several months and gathered a great deal of information including conducting a poll of likely voters to measure overall knowledge and opinions of the Library System and to gauge the level of support and possible timing for a revenue measure.

Both the ad hoc FMP Steering Committee and full LJPB held discussions with bond counsel and financial advisors for advice on legal considerations and different ways to structure a revenue measure.

For the past month or so, the Library Director has been in the process of making presentations to the three City Councils and Board of Supervisors to bring them up to date on the process, including the Facilities Master Plan, polling, and future necessary decisions.

Also, beginning in September 2013, the Library Director began meeting with the administrators and staff representatives from the four jurisdictions to discuss a variety of issues that will need to be dealt with, such as expiration of the LJPA agreement in 2017. It is expected that these staff-level meetings will continue regularly as the process moves forward.

DISCUSSION

Through its work to date, the committee has garnered valuable information and has a better understanding of the issues that will need to be addressed before a final decision can be made on bringing forth a revenue measure for implementation of the facilities master plan. The ad hoc committee has reported on and summarized its work to the full LJPB.

At this point in time, the recommended next step is for the LJPB to charge the Library Director to work with administrators from the four jurisdictions on the following areas:

1. Renewal of the LJPA agreement
2. Refinement of costs and options for individual facility projects and phasing
3. Financial options and possible structure of a revenue measure

Progress should be reported at LJPB monthly meetings through the Library Director, with recommendations to the ad hoc Facilities Master Plan Steering Committee in January 2013. At that time, the ad hoc committee will present its findings and recommendations to the LJPB for additional direction.

Fwd: SCPL Patron Comment or Suggestion: Plum Spooky

WEBMASTER SCPL <webmaster@santacruzpl.org>

Thu, Sep 26, 2013 at 10:40 AM

To: Metis Group <metis@santacruzpl.org>, System Selection Librarians <sellib@santacruzpl.org>

Somebody is super stoked that we bought a book on audio for them. Good job!

Diane

----- Forwarded message -----

From: **Lena Telesmanic**

Date: Wed, Sep 25, 2013 at 11:58 PM

Subject: RE: SCPL Patron Comment or Suggestion: Plum Spooky

To: WEBMASTER SCPL <webmaster@santacruzpl.org>

Thank you so much for acquiring a copy of Plum Spooky in an audio format!!!! I just placed a hold for it.

As a very busy mom, I have been listening to audio books while working in the kitchen. My mind is kept busy with a story while my hands do repetitive work. The books by Janet Evanovich have been favorites of mine. Now my daughter has begun enjoying her audio books, too, while her hands make beautiful crafts and artwork!

Sincerely,
Lena Telesmanic

Date: Thu, 5 Sep 2013 17:01:56 -0700

Subject: Re: SCPL Patron Comment or Suggestion: Plum Spooky

From: webmaster@santacruzpl.org

To:

Hi Lena,

I put in a request to purchase this on audio. Selection librarians will check availability and determine if it is appropriate for the collection. It is likely they will purchase if it is still available in audio format. Keep checking the catalog over the next few months to see if it is on order. Once it is, you can put a hold on it.

Sincerely,

patron comment for monthly report

1 message

Heather Norquist <norquisthc@santacruzpl.org>
To: Helga Smith <smithh@santacruzpl.org>

Tue, Sep 24, 2013 at 9:18 AM

Hi Helga,

I'm forwarding this comment to you in case you would like to include it in the Monthly Report. She had contacted EREF to see about using the Safari App, which isn't available to our patrons, but even though we weren't able to help her get the app, she had good things to say.

From: **Athonia Cappelli** <>
Date: Thu, Sep 19, 2013 at 10:18 AM
Subject: Re: Questions about Safari Online access from inside library branch
To: EREF SCPL <eref@santacruzpl.org>

Thanks soo much for checking.

FWIW: I'm perfectly able to access Safari Online from iPad and other mobile devices it's just that it has to be done in a browser. The experience is not bad except for the fact you can't scale text and stuff like that. Their mobile apps fix this slight inconvenience.

Anyway, what a terrific resource! I checked the other counties and learned that, in addition to Santa Cruz, only San Jose Library offers the Safari Online access. It's a treasure trove for people like me who work in the tech industry.

--Athonia

 PGP Public key: 55C11A6B

Operations Engineer (CCNA)

.....

.....

.....

--

Heather Norquist
Collection Management Librarian
Santa Cruz Public Libraries
117 Union St.
Santa Cruz, CA 95060
(831)427-7700 x7698

SCPL INCIDENT LOG (Print 27th to 28th for LJPB Packet)

Date M/D/YR	Time HH:MM	Brief Description	Staff Involved	Steps Taken	Safety-Preventative Steps	1st Alarm Roving Guard Cld.	911 Cld.	CMT Cld.
8/27/13	CAP 12:30pm	A regular Patron (Deborah) not respecting boundaries with children making them and parents feel uncomfortable in the playground area.	Melanee Barash	Police contacted to speak with the patron	NA	No	Yes	No
8/28/13	DTN 12:30pm	Male patron blocking walk way in library with chair claiming to be a "Crypt Walker East Sider" making threats to roving guard	John Ottenberg	Patron banned for the day.	NA	Yes	No	No
8/28/13	DTN 5:10pm	Male patron acting in an unrational manner being beligerant and threatening with roving guard	John Ottenberg	Patron asked to leave	NA	Yes	No	No
9/4/13	DTN 8:30am	Man intoxicated & urinating in breezeway (library property).	John Ottenberg	Patron banned for 30 days at all branches	NA	No	No	No
9/5/13	SV 2:15pm	Patron reported overhearing another patron stating on their cell phone, ""someone's going to die tonight"	Paula Jansen	911 was called - Officer spoke to patron.	NA	No	Yes	No
8/30/13	FTN NA	Sometime between 8/30 and 9/3, someone pulled the storage dodor off it's track. Nothing stolen	Jason McCluskey	Jason put the door back on it's track and it is fine now.	NA	No	No	No
9/5/13	SV	Patron overheard someone speaking on the cell phone: Someone is going to die tonight.	Paula Jansen	Police were called, came and spoke to the man who made the phone call #130905030	NA	No	Yes	No
9/6/13	DTN ??	Steve Wheelock -Photo taken	Anthony M. First Alarm guard, David Sidle, Sara Harbison	30 day ban issued	NA	Yes	No	No

SCPL INCIDENT LOG (Print 27th to 26th for LJPB Packet)

Date M/D/YR	r a n c	Time HH:MM	Brief Description	Staff Involved	Steps Taken	Safety-Preventative Steps	1st Alarm Roving Guard Cld.	911 Cld.	CMT Cld.
9/22/13	BC	12pm	Staff and patrons smelled gas in circ area, staff workroom and staff bathroom Homeless person approached library staff and reported that her husband threw something at her. Wanted to call police.	Cathy Landis, Chloe Woodmansee, Tyler Green	PG&E was called and technician checked the bldg. and did not find any leaks	NA	No	No	No
9/12/13	B40	12:35pm		Kevin Hildreth	Police was called, officer came and spoke to victim	NA	No	Yes	No
9/15/13	DTN	4:25pm	2 minors were trapped in the elevator for about 10 minutes.	Margaret Dawson	Fire Dept. called and an out of order sign posted.	As a result of this incident a print out of procedures will be posted in the Circ. desk and included in the Emergency Binder	Yes	Yes	No
9/15/13	DTN	11am	Employee observed a femal bathing herself outside library window with the help of a male and storing personal items in bike locker..	Leslie Auerbach, Jennifer Cockerill	Roving gurad Dane Jensen was called.	Parks & Rec. was notified regarding the improper use of the bike locker.			
9/17/13	DTN	2:40pm	Two patrons verbally assaulting each other.	Caroline Caldwell Maddy Damon	Guald John Ottenberg called	Johyn Ottenberg requested both patrons leave for the day.	Yes	No	No
9/18/13	BC	10pm	Patron reported that a woman was sleeping on the branch's porch (10pm)	Cathy Landis	Police agreed to have the depudies on graveyard shift do a check in the evenings	NA	No	Yes	No

SCPL INCIDENT LOG (Print 27th to 28th for LJPB Packet)

Date M/D/YR	Time HH:MM	Brief Description	Staff Involved	Steps Taken	Safety-Preventative Steps	1st Alarm Roving Guard Cld.	911 Cld.	CMT Cld.
9/22/13	DTN 3:30pm	Patron causing disruption because he was asked to remove his locked bicycle from the tree in front of library...photo taken.	April Zilber, Roving Guard Dane Jensen	Patron asked to remove his bike or it would be impounded	NA	Yes	No	No
9/22/13	DTN "AM"	Graffiti found on windows and art work on the outside of branch.	Reported to Police case # 135-07924 Officer Hobbs/426	Building Mtc. took photos and cleaned up the graffiti.	NA	No	Yes	No
9/23/13	SV 3pm	Patron Jerome Matajich, Appx. 38 years old with black shoulder length hair, goatee or beard, looks as if he had been in a fight. Violent, threatening behavior towards other patrons and kicking over furniture in the adult internet area. Threatened one patron female saying he would put a bullet in her head (case # 13V-01229 Officer T. Schell).	Linda Gault	Patron will be served with a 30 day ban when he returns.	NA	No	Yes	No
9/24/13	HQ 6:30pm	Read to Me vehicle was tagged with chalk graffiti on rear trunk and roof. Vehicle was last used 9/16/13.	Sandi Imperio	Since graffiti was done in chalk Sanid cleaned it off.	NA	No	No	No
9/24/13	B40 3pm	Homeless woman repeatedly spreading out her belongings in the library	Lauren Suhd	24 hrs. ban given	NA	No	No	No
9/24/13	B40 2:45pm	Patron, dependent adult from Hanover Guest Home, appeared to be sick and weak, saying she needed to get home and rest	Kevin Hildreth	Kevin called the Hanover Guest Home and then walked her home because she was concerned about her.	NA	No	No	No

Website Statistics for September

Ann Young <younga@santacruzpl.org>

Tue, Oct 1, 2013 at 12:58 PM

To: Teresa Landers <landers@sanacruzpl.org>, Kira Henifin <henifink@santacruzpl.org>

Here is a breakdown for September:

Total visits: 118,359 (SCPL website: 81,933; SCPL Catalog: 36,426)

Total pageviews: 486,170 (SCPL website: 178,149; SCPL Catalog: 308,021)

The top content sources for the above pageview statistics are:

SCPL Catalog - 308,021 pageviews

SCPL homepage - 63,864 pageviews

Branch pages - 14,849 pageviews

Local history articles - 9,616 pageviews

Internet Resources (links to subscription databases) - 9,337 pageviews

Kids page - 8,853 pageviews

Community Information Databases - 8,260 pageviews

Local history photo gallery - 5,921 pageviews

Ematerials (links to ebook, eaudio vendors) - 3,617 pageviews

Library services - 3,518 pageviews

Teens page - 3,238 pageviews

Newspaper Clipping Index - 2,783

Evergreen FAQ/Tutorials - 2,729 pageviews

Events calendar - 2,288 pageviews

Reader's Link (Staff pick book reviews, etc.) - 1,821 pageviews

Library Admin pages (LJPB agendas, audio files, etc.) - 1,320 pageviews

What's New - 1,197 pageviews

Site search - 1,137 pageviews

Contact Us - 924 pageviews

Local News Index - 889 pageviews

SC County Endangered Species - 642 pageviews

Sheet Music Database - 512 pageviews

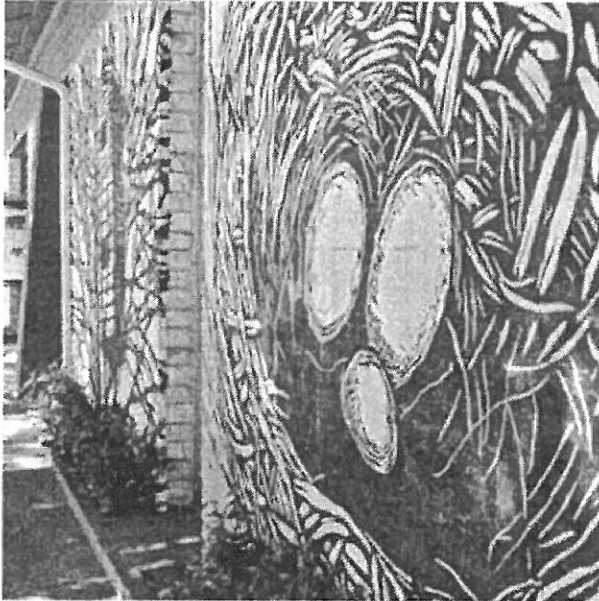
Periodical Index - 502 pageviews

Ann

How to Get the Most out of the Library

Santa Cruz's system is finding success reinventing itself, which means new, free services and resources locally

by **Cat Johnson** on Sep 17, 2013



The Santa Cruz public library downtown offers a surprising range of free services.

There's a resource in town through which you can hunt for a job, explore local art and history, and borrow books and media. You can also learn the secrets of your iPad, build your small business, get online help with school work, take part in cultural events, pick the brains of child-development experts, access electronic databases, learn how to manage your online reputation and more. And it's free and open to all. What is this wonderful place? Santa Cruz's public library.

It was once thought that with the rise of digital media, libraries would go the way of the Dodo, but as our local system positions itself as a community hub that offers a growing number and variety of services, library usage is on the rise. Every month a whopping 35,000 people walk through the doors of our downtown branch. This year's summer reading program set a new record with 7,638 people attending programs, blowing away the previous record of 5,500 participants set in 2003. And our library system circulates over two million items per year, not counting electronic materials.

But it is true that the digital age has reshaped how people access information, and libraries have adjusted their services accordingly, offering ebooks, hands-on computer help and expanded research assistance. In addition to calling or going into the library to talk to research librarians, you can email them, chat electronically with them or text them. There's even a Santa Cruz Public Library app. Rather than competing with technology, libraries utilize it.

Related Articles

[Are E-Cigarettes Really Any Healthier?](#)
[The New Sharing Economy](#)

Booker Creek Residents Fight Cell Tower Plan

Teresa Landers, the county's director of libraries, points out that while you can search for anything and get lots of information online, the question is, Is it good information? This is where librarians come in, and the questions being asked of them have changed.

"The questions are more complicated, because the easy stuff can be Googled," says Landers. "People don't want to know the capital of Spain, they want to know how so-and-so voted on something."

In addition to being book experts, librarians of the 21st century need to be tech-savvy medianauts who can navigate today's electronic landscape—and tomorrow's, too. For example, in anticipation of changing health care regulations, local library staff is being trained to help people understand the new insurance options and enrollment protocol. There will be demand for the library to help, so staff is gearing up. Providing access to information, whether online or off, is at the core of the library mission.

The big picture vision for the local system is to align with the changing needs of the Santa Cruz community. Facilitating collaborations is part of this. As a growing community of freelancers and small businesses rely on libraries for work space, the library aims to be a place for working, connecting and collaborating.

"People's way of working now is collaborative," says Janis O'Driscoll, Division Manager of Programs and Partnerships. "They need collaborative space. That's what we need to provide. Our business hasn't changed. Our business is to provide information to the community, but now we need to be able to help people who are working collaboratively."

Massive Reboot

That means rethinking the libraries themselves. Most of the buildings weren't designed with sufficient power outlets or collaborative work tables in mind. Many of the branches are in need of attention but, at this point, there's no facilities budget to help them accommodate people working collaboratively, let alone create maker spaces, digital media labs or whatever else the community would like.

Under Landers' direction, the library's operating budget is back up near where it was before the economic downturn, but the facilities budget is not. Other than reacting to a pipe breaking or the discovery of mold, there's been no maintenance on the facilities for over 10 years. The boiler in the downtown branch is so old that if staff needs to replace a part, they have to have it manufactured. Landers and O'Driscoll joke that if they had 3D printers, they could just print the part.

"What we're looking at," says Landers, "is getting an influx now to take care of what we need to take care of and establish a plan for the future. We're trying to stay up to date electronically with ebooks," she continues, "but the bottom line is that we still need the facilities. That's our big challenge that we're facing. At some point we'll probably go to the community and say, 'Can you help us?'"

In the next 5-10 years, Landers would like to see all local branches redesigned along the lines of the Scotts Valley model, where people feel good about going in and the space feels good. There are ways, she says, to make the space welcoming and comfortable for everyone.

As the local library system continues to evolve and adapt to the needs of Santa Cruz patrons, the staff is asking the community what it wants from libraries.

"The thing that we are most trying to do right now," says O'Driscoll, "is encourage the community to bring us ideas and tell us what they would like us to present; what they want to know about. That's what we do," she adds. "We connect people and we inform them. Connect, inform, inspire; that's what we're about."

10/03/13

Hops & Harvest Celebration to Support SV Library

0

October 5 Fundraiser to showcase local microbreweries, eateries & raffle prizes!

Scotts Valley – Friends of the Scotts Valley Library invites the local community to “Hops & Harvest,” a celebration featuring live music with pairings of food and drink from local microbreweries and restaurants on October 5th from 6 to 9 p.m. at the Scotts Valley Library. All proceeds will go toward supporting library programs, materials and supplies that benefit the entire community.

The evening will showcase great local craft beer from Santa Cruz Ale Works, Seabright Brewery and Discretion Brewing. Brewers will be on hand to discuss their craft and recommend food pairings. Attendees will also enjoy edible delights from local restaurants including Bruno’s BBQ, Mollie’s Country Cafe, and Santa Cruz Ale Works. Guests will be entertained by live music provided by local musician Howie Kimel.

Those in attendance have a chance to win raffle and auction prizes featuring autographed 49er memorabilia, a Weekend Golf Escape package, a Beach Getaway package, a movie poster signed by the original Star Wars cast and the biggest prize of all, a slumber party at the library! Dozens of additional prizes have been donated by our generous local business community, including gift certificates from Otoro’s, Chocolate Visions, Papa Murphy’s, Eric’s DeliCafe, Kao Sook, Starbucks, Round Table Pizza, Jia Tella’s, Café Carbonero.

Come and enjoy our area’s beautiful fall weather on the Library’s award-winning outdoor patio! Tickets to Hops & Harvest are \$25, and may be purchased in advance or at the door at the Scotts Valley Library. Please join what promises to be a great evening for the whole community!

Local microbreweries and restaurants that would like to participate or donate, please contact Sylvia Lee at sylvialee2@sbcglobal.net.

For more information on the Friends of the Scotts Valley Library, please go to: <http://www.fsvpl.org/>.

0



Posted by [Camisa Composti](#) on September 18, 2013. Filed under [Our Town](#). You can follow any responses to this entry through the [RSS 2.0](#). You can leave a response or trackback to this entry

0 comments



Sign in

1 person listening

+ Follow

Post comment as...

Newest | Oldest

BUSINESS DIRECTORY CALENDAR E-EDITIONS ARCHIVE VIDEOS CONTACT ADVERTISE WITH US COUPONS

10/03/13

NSGW Member Discusses Using Ancestry.com

0

Genealogical Society of Santa Cruz County Lecture Series 2013-2014

Ancestry.com Library Edition is available at all computers at the Santa Cruz Public and all of its branches. This powerful genealogical software program is fully paid for the Santa Public Library System for which the GSSCC is very grateful. The library edition does not have each and every feature that the home subscription does; however, it is extremely advantageous with thousands of databases to choose from.

This presentation will cover the several techniques and methods to refine your search and get superior results using both Ancestry.com Library Edition and Ancestry.com home subscription. Sean will demonstrate live for us on the big screen numerous shortcuts and searches you likely have not seen before!

Sean Conley has been a member of the GSSCC for over seven years now. He is a member of the Santa Cruz Old Timers, N.S.G.W., and has an M.B.A. from Golden Gate University and a B.S. in Economics from SCU. He has used online database technology for genealogical research for close to three decades. Sean has worked on a variety of research projects over the years and specializes in California and Ireland research. He lives in Santa Cruz County.



Everyone is welcome to attend this free lecture! (Donations are welcome!)

...

Santa Cruz Library: Downtown Branch
224 Church St, Santa Cruz, CA General meeting room: 12:45 – 3 p.m.

Thursday, September 5

Guest Speaker: Sean Conley, M.B.A., B.S., Member N.S.G.W.

This presentation is for genealogists of all levels.

Genealogical Society of Santa Cruz County website: <http://scgensoc.org/>

0



Posted by [Michael Oppenheimer](#) on September 13, 2013. Filed under [Our Town](#). You can follow any responses to this entry through the [RSS 2.0](#). You can leave a response or [trackback](#) to this entry

10/03/13

The Future of Libraries in the District

0

By Bruce McPherson, County Supervisor 5th District

The new Scotts Valley Library reflects the core mission of Santa Cruz County Public Libraries – to be a welcoming, customer focused place that delivers a 21st century library experience.

The new library is bright and open with a variety of settings for individual and group study, work and activities. The collection is open and easy to browse with themed displays. Teens have a space of their own, separate from children and adults. The meeting room is flexible and can be set up as overflow work and study space or used for programs.

The Scotts Valley Library also reflects the vision of how modern library facilities encourage use by all segments of the community. It is the second highest circulating branch in the 11-library system and bustles with activity.

Attractive facilities like this draw a wide cross section of community members. By contrast, aging and outdated libraries discourage use.



Facilities Master Plan for Libraries



Unfortunately, Santa Cruz County has too many outdated libraries. They have shelves that are tall, full and difficult to browse. They lack the technology for laptops and other technologies that require increased customer access to data and power. Few of the facilities provide space for programs, meetings and collaborative work. Few of them offer dedicated space for teens. The Felton Library's current building, a 1,250 square foot historic church, cannot be renovated to support any modern library use, let alone expanded.

The Santa Cruz City/County Library Joint Powers Board has recently accepted a Facilities Master Plan with scenarios to update the system's 11 libraries and administrative offices. The plan offers three scenarios for the long-range capital improvements, ranging in cost from \$16 million to \$83 million. The three scenarios – called "Maintain," "Gain," and "Attain," are outlined below.

A poll to measure the willingness to support a bond measure to fund capital improvements was conducted in August. With a general obligation bonds, a common form of financing long-term capital improvements, which requires a two-thirds voter approval. Each city and the county would

pledge to use tax revenues to repay bondholders. This would require levying a property tax to pay debt service requirements.

Results of the poll are being tabulated and will be presented to members of the Library Joint Powers Board in September.

Maintain = Keep the Doors Open

Under the "Maintain" plan, maintenance projects would be constructed over a 10-year period at nearly all facilities. Only critical short-term projects at the existing facilities are included in this plan. Those projects include new roofs, new restrooms or restroom upgrades, window repairs, etc.

The total cost of this scenario is about \$16 million.

This scenario includes only \$55,000 for critical projects at the existing Felton Library over the next several years while the library prepares to move to new accommodations.

Under this scenario, \$954,000 would be allocated to replace the roof on the Scotts Valley Library.

Boulder Creek Library would be allocated \$1.3 million for a new roof, new interior finishes and upgraded restrooms, an upgraded electrical system and site erosion. Replacement lighting and materials that will reduce noise and echoing are included.

Gain = Modify the Existing Facilities

Projects included in the "Gain" plan modify current facilities to adapt to changing needs, technologies and services. Improvements are recommended at the Aptos, Boulder Creek, Branciforte, Downtown Santa Cruz, Garfield Park, Live Oak, La Selva Beach and Scotts Valley Libraries. This plan does not include recommendations for the Felton and Capitola Libraries or for the Santa Cruz headquarters, which is not a public library but rather houses administrative offices.

"Gain" projects vary by branch and include power and access upgrades, teen area upgrades, shelving and self-check upgrades, and retractable walls.

The total cost of this scenario is \$5 million, or \$21 million if combined with the "Maintain" scenario.

Scotts Valley Branch Library would receive \$300,000 with the "Gain" plan or \$1.25 under a combined "Maintain + Gain" scenario. The Scotts Valley Library already incorporates many of the service model elements that are recommended for the other libraries in the "Gain" plan. As a result, there are fewer projects anticipated for Scotts Valley under this plan. The Gain plan anticipates the installation of a noise reduction system, and the option of adding an automated materials handling system. The possibility of adding solar panels when the roof is replaced is also considered under this scenario.

Boulder Creek Library "Gain" projects would be allocated up to \$575,000. Projects include replacement of the large staff desk with a smaller service area and expanded customer self-service. There is a budget in the "Gain" plan for enhanced customer access to power and data. There may be an opportunity for

solar panels and other technology to enhance the library's energy efficiency and reduce its environmental footprint.

Attain = Add Square Footage

The "Attain" plan addresses building renovations at existing libraries and two new buildings. New libraries are recommended in Felton and Capitola, while renovations or expansions are recommended at the Aptos, Downtown and Scotts Valley Libraries.

Under the "Attain" scenario, Felton would get its long-overdue and long-awaited library either in a new standalone building on a site being donated to the County, or in an existing building re-adapted for use as a library. The recommended budget for replacement of the Felton Library is \$8.6 million.

Under the "Attain" plan, there are several future options for Scotts Valley Library to expand into the adjacent building, approximately 9,000 square foot tenant space. Options for this space include using the expansion space as a flex space for meetings, workshops and training, and performances or using the expansion space for community uses and independent use.

Another Scotts Valley option is to relocate the current meeting space in the library and some or all the group study spaces into the expansion space to provide "creation" spaces.

Such media spaces are emerging as a key component of the 21st century library to provide library customers with space, technology and training to publish creative works, videos and presentations.

No expansion is proposed for the Boulder Creek Library in the "Attain" scenario.

The maximum recommended cost of the Facilities Master Plan is \$83 million, or \$402 per person in the library system area. This cost would be about \$722 per square foot, according to the facilities plan.

Public Discussion and Input

The Facilities Master Plan is the first step in the discussion on the future of the library system. I believe a lot more work is needed to refine the cost estimates, to reduce unnecessary costs and to prioritize a combination of library improvements based on needs that best serve our community.

I hope to convince members of the Library Joint Powers Board, along with Scotts Valley City Councilmember Jim Reed and Nancy Gerdt, a citizen representative from Felton, that a combination of priorities and projects in each of the scenarios should be developed, analyzed and agreed upon.

The categories of "Maintain," "Gain," and "Attain" have brought clarity to the options we should consider, but potential individual projects should be evaluated on a community-wide need basis.

0



Posted by [Michael Oppenheimer](#) on September 6, 2013. Filed under [Columnist - Supervisor McPherson](#). You can follow any responses to this entry through the [RSS 2.0](#). You can leave a response or [trackback](#) to this entry

0 comments



Sign in

1 person listening

+ Follow				Post comment as...

Newest | Oldest

Business Digest, Sept. 11, 2013: Brown bag workshop Thursday

By Jondi Gumz Santa Cruz Sentinel Santa Cruz Sentinel

Posted: 9/10/13

SantaCruzSentinel.com

SANTA CRUZ

Brown bag workshop slated

The topic for the next small business brown bag workshop, 11:45 a.m. to 1 p.m. Thursday at the Santa Cruz Public Library downtown, 224 Church St., will be "Your Online Reputation -- How to Establish, Nurture and Protect It."

The speaker is Ian Utile, former president of Kukui Corp., who has spent his career helping businesses leverage new technologies.

Admission is free but registration is required at www.santacruzpl.org/brownbags/. Participants are welcome to bring a lunch.

For information about the Small Business Development Center, call 831-479-6136.

SCOTTS VALLEY

Chamber plans networking

The Scotts Valley Chamber of Commerce plans happy hour networking 5:30-7 p.m. Thursday, at Salsa's taco bar, 95 Mount Hermon Road.

Libraries seek decades of funding amid digital upheaval

by John Woolfolk

jwoolfolk@mercurynews.com

SAN JOSE -- In Silicon Valley where readers are more apt to download an e-book than pick a paperback off the shelf, voters still overwhelmingly agreed to fund public libraries for another two decades even as some question the centuries-old institution's future in the digital age.

On the heels of the Santa Clara County public library system's successful parcel tax renewal, San Jose leaders are now preparing to ask voters to renew theirs as well, anywhere from 10 to 20 years. Libraries remain popular here. Mayor Chuck Reed once remarked with amazement that voters insisted libraries stay open even as budget cuts threatened reductions in the police force.

But critics wonder whether libraries will outlive their new taxes and bonds in a world where paper books are fast giving way to versions you can download to a Kindle or iPad.

"The whole idea of the library is not as antiquated as the buggy whip, but it's headed in that direction," said Mark Hinkle, president of the Silicon Valley Taxpayers Association, which opposed the county library tax extension. "Are we even going to have libraries like we have them in 20 years? I'm not even sure we're going to have the postal service in 20 years."

Public libraries have long endured questions about the need for a tax-subsidized institution competing with private sellers of books, movies and other entertainment. Like public schools, they have survived such criticism thanks to their role promoting literacy and learning in a country where education is a popular priority.

But the digital revolution raises a new threat, undermining the need for large buildings housing row upon row of bookshelves much like the MP3 and iTunes ended the record store's reign as the music lover's meeting place.

Libraries have so far proven more resilient. It is said that libraries are as old as civilization itself, with examples from the ancient world including the Great Library of Alexandria founded around 300 BC. Tax-supported free public libraries in the U.S. date to the early 19th century.

And libraries have kept abreast of new technology. Today's feature banks of desktop computers for everything from research to resume preparation, and offer online electronic downloads as well as the traditional rows of bookshelves.

Jill Bourne, San Jose's new head librarian who was hired earlier this year from San Francisco, isn't worried about libraries' relevance in the digital age.

"Libraries are about connecting information to people," Bourne said. "The book is just a technology. At the time it came out it was radical. Before that, it was scrolls, and before then, stone tablets."

With voter support, Silicon Valley governments have invested big in libraries amid the swirl of culture-changing technology. In San Jose, voters in 2000 approved a \$212 million bond measure to build six new and 14 expanded branch libraries. Four years later, the city opened a new main downtown library jointly run with San Jose State University. City voters that year also approved a \$25-per-home parcel tax to support libraries. It accounts for a fifth of the city libraries' operating budget, and city leaders are hoping voters will agree to extend it.

In the Santa Clara County district, which has libraries in Campbell, Cupertino, Gilroy, Los Altos, Milpitas, Morgan Hill and Saratoga as well as bookmobiles, most underwent major renovations and improvements in recent years. District voters just approved a \$33.66-per-home parcel tax for another 20 years, revenue that accounts for nearly a fifth of the district's budget, by nearly 82 percent.

John Chrastka, executive director of EveryLibrary, a nonprofit that supports library funding measures, said they continue to succeed nationwide with victories outnumbering defeats.

The shiny branch in Cupertino, not far from Apple Computer's world headquarters, buzzed with activity on a recent weekday afternoon, with patrons of all ages seated at computer terminals, hunched over novels in reading rooms and scribbling assignments at desks.

"The library exposes me to new things," said Robert Maraschin, 75, as he left with a paperback novel and a movie on DVD. A regular visitor, he gladly voted to renew the parcel tax, arguing the library lets him explore books and other things in ways he couldn't online or in stores.

Tom Hall, 69, of Saratoga, who almost exclusively does his reading on his iPad, came to the library just to meet someone, but saw no reason to doubt its future.

"I think there's a place for it -- you can see it in the people coming in here," Hall said. "It's well-used."

"It's a good place to meet friends," added 11-year-old Colby Okinaka, who was doing some homework outside.

Library statistics suggest he's right. Annual visitor counts at the county libraries have dipped from a 2011 high of nearly 3.7 million to under 3.3 million in the last budget year, though library officials note that may have been influenced by an \$80 library card fee for residents outside the district imposed in 2012. Items checked out also slipped from more than 12 million in 2011 to 9.7 million. But visitor counts and checkouts exceed 2005 levels. And e-book

circulation has shown steady growth, reaching a high of nearly 123,000 this year from 2,800 in 2008.

Nationally, library visits dipped slightly in the most recent year but showed an overall 10-year increase of nearly 33 percent, with computer usage doubling and e-book use tripling, according to the Public Libraries in the United States Survey 2010 from the Institute of Museum and Library Services.

Nancy Howe, the county district's head librarian, said residents have come to see libraries as not just a place to find and read books but to meet, do homework, look for a job, take the tots for a reading program or to get tutoring on the newest computer technology.

"Part of the reason we've stayed relevant," Howe said, "is that we keep adapting to what people are asking for and looking for."

Contact John Woolfolk at 408-975-9346. Follow him on Twitter at [Twitter.com/johnwoolfolk](https://twitter.com/johnwoolfolk).

Libraries go digital with streaming movies and music

By Manuel Valdes, Associated Press Thunderdome

Posted: 10/02/13

SantaCruzSentinel.com

There's a new source to stream movies and other digital content, and it's not a tech company with tens of thousands of titles. It's something more familiar, and might even be just down the street: the public library.

Often thought of as stodgy brick-and-mortar havens for bibliophiles, libraries are trying out a new service that allows patrons to check out streaming movies, music, TV shows and audiobooks from anywhere they want.

It works similarly to Netflix: Through an app on a tablet or a browser on a personal computer, users can peruse dozens of movies and click on a film to "borrow" it. The content starts streaming, for free.

While libraries are already loaning e-books, the move to streaming is part of a larger shift for them to remain relevant in a digital world.

Libraries are "meeting patrons where they want to access content," said Kirk Blankenship, Electronic Resources Librarian for Seattle Public Libraries, which is using the service called Hoopla.

The service, from Ohio-based Midwest Tape, LLC, is also being used in Los Angeles, Salt Lake City, Topeka, Kan., and several others towns and cities nationwide. Hoopla launched in full in May with 20 library systems.

As of early September, there are about 220,000 people using the app, said Michael Manon, Hoopla's brand manager. The goal is to reach 100 library systems by year's end.

Libraries have always been a source of audiovisual entertainment. A 2012 Pew Research Center survey found that among patrons 16 years old and older, 40 percent visited libraries to borrow movies. Another 16 percent borrowed music.

In the Seattle area, DVDs and CDs of popular titles can have queues of hundreds of people waiting to check them out. E-books have been offered for years now.

"Public libraries do not have the budgets to compete with Amazon, Comcast, and Netflix and will not be able to pay a premium for online content," Blankenship said, adding that DVDs will continue to be the best way to offer popular movies.

Updating and maintaining that physical collection takes time and money. It also means libraries have to pay for the media upfront, while Hoopla allows them to pay per time a title is borrowed.

Those costs depend on the type of media and its release date, and range from 99 cents to \$2.99. Seattle libraries have allocated \$10,000 a month limit so far for Hoopla items and patrons are limited to 20 checkouts a month, Blankenship said.

That limit may change, depending on demand and how usage grows. Hoopla's launch won't affect the stocking of physical DVDs at library branches for the time being, Blankenship said.

For Seattle resident and library patron Jamie Koepnick-Herrera, Hoopla has joined her other streaming services such as Netflix, which she uses for movies, and Hulu, which she uses to watch current seasons of television shows. On Hoopla, she found the yoga videos she was looking for.

"I think it provides a great free source of entertainment for families who can't afford to get a movie for family night or for teenagers to have access to that album they can't afford," Koepnick-Herrera said.

Hoopla's movie and television collection is impressive in its numbers: About 3,000 titles.

It is, however, chockfull of B-movies. Some of the newer movies weren't exactly hits in the theaters, such as Keanu Reeves' "Generation Um" and Lee Daniels' "The Paperboy," which preceded his hit "The Butler."

But there are also many older films, including some classics and a healthy choice of foreign flicks. The collection also includes documentaries, such as "Gasland" and "Restrepo," and public television documentaries, like Ken Burn's "Prohibition."

Hoopla offers plenty of National Geographic and British TV shows, but not much else from TV.

There are also educational choices, such as preparation videos for high school advanced placement exams.

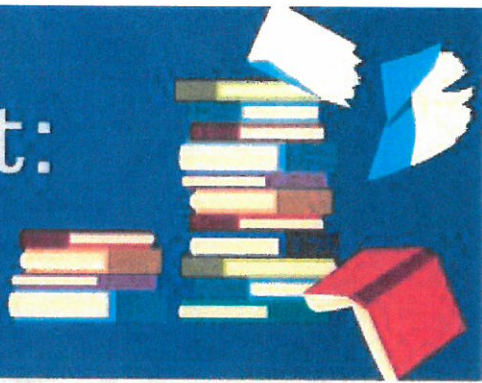
On the music side, the choices are far greater and newer — about 300,000 titles.

"The music industry is more attuned to the digital," Hoopla's Manon said. "Unfortunately, for movies and television, the owners are a bit more apprehensive."

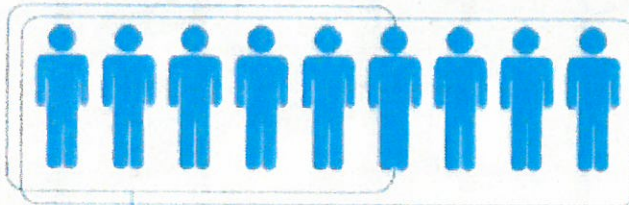
So far, Hoopla is available on Apple and Android products. They are developing apps for Xbox and Chromecast next.

Check It Out:

How public libraries are cherished—and challenged



→ Americans still like the library. According to a 2012 Pew Research study of Americans aged 16+:



53% had visited a library or bookmobile in the past 12 months

91% said libraries are important to their communities

What does the perfect library look like?

According to the Pew study, Americans believe libraries should include:



85% Closer coordination with local schools



82% Free literacy programs for young children



59% Comfortable spaces for reading, working, and relaxing



53% A broader selection of e-Books

It's not just about the books.

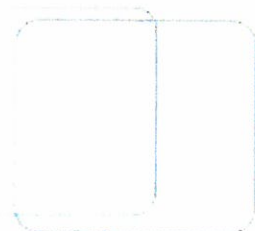
According to the American Library Association (ALA), Americans value the technology that libraries can provide.



26% of Americans have used computers or the Internet at libraries



66% did research for work or school



36% looked at or applied for jobs



16% took an online class

BOOKLESS "LIBRARY OF THE FUTURE" OPENS IN SAN ANTONIO

Local Governments - Exclusive— 16 September 2013



The nation's first all-digital public library opened in San Antonio on Saturday.

Officials in Bexar County want you to know this no ordinary library. Dusty old books are replaced by sleek display monitors. Mobile apps have taken the place of card catalogs. Just one glance at its interior and patrons may very well be led to believe they are in an Apple store or a trendy coffee shop. And this perception is only reinforced by the legion of young "techies" who are employed by the library to assist patrons with the state-of-the-art equipment.

The Bexar County Digital Library is the result of a \$2.4 million endeavor, funded by the county's tax revenues in combination with over a half million in private donations. Dubbed "BiblioTech," the concept was approved in January and was completed just eight months later.

According to the Bexar County [website](#), patrons will be able to read e-books, browse the Internet and take computer classes all from one of the hundreds of publicly-owned electronic devices on site.

The library is [stocked with](#) 48 iMac computer stations, 9 Macbook laptops, 40 iPads, 200 Nook tablets preloaded with content for kids and 600 3M readers that can checked out for

reading at home. The library has thus far amassed 10,000 e-book titles and is looking to expand the already-impressive collection within the coming year.

Patrons can even access the library's digital catalog from their mobile devices – allowing for users to “check out” books from anywhere with an Internet connection. In order to check out book electronically, users must download an app which can be linked to their county library card.

Along with dusty old book covers, late fees may also become a thing of the past. According to *My San Antonio's* [guide to the digital library](#), the app used to check out books will feature a countdown indicating how much time is left on the current rental. Patrons will have 14 days to read a given title before the book expires.

The library has been [lauded for increasing access](#) to material for county residents who live in unincorporated areas. No longer is transportation an issue; all that separates them is an Internet connection.

BiblioTech is located in San Antonio's South Side, a predominantly Hispanic neighborhood [where 75% of the population lacks Internet access](#). Because of its location, county leaders believe the library will provide a service where it is most needed.

Keeping with the theme of modernity, organizers of the grand opening on Saturday [forwent traditional ribbon cutting](#), opting instead to ceremoniously press a “power on” button. Two cannons of confetti then fired off.

Time Magazine recently did an entire feature on Bexar County's innovative move and the state of the public library in present-day society. Read the full spread [here](#).

And don't forget to check out [CityTownInfo.com's infographic](#) for an overview of modern views of public libraries and how they have adapted to the 21st Century. Find it below:



County of Santa Cruz

COUNTY ADMINISTRATIVE OFFICE

701 OCEAN STREET, SUITE 520, SANTA CRUZ, CA 95060-4073

(831) 454-2100 FAX: (831) 454-3420 TDD: (831) 454-2123

SUSAN MAURIELLO, J.D., COUNTY ADMINISTRATIVE OFFICER

September 25, 2013

TO: Each Member of the Board of Directors of the Library Financing Authority

LIBRARY SALES TAX AND PROPERTY TAX REVENUE

Dear Members of the Board of Directors:

The purpose of this letter is to provide an update on the Library Sales Tax actual receipts for the 1st quarter of the 2013-14 fiscal year, and an update on the County Library Fund Maintenance of Effort (MOE) contribution to the Library Financing Authority for 2013-14.

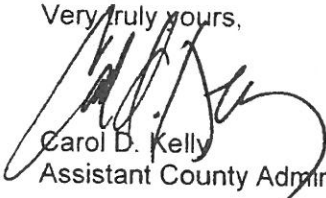
Actual revenue from the Library Sales Tax continues to exceed budgeted and estimated amounts. In 2012-13, the Library Financing Authority received a total of \$8,364,440 in sales tax revenue, or \$668,753 more than the adopted budget. Total Library Sales Tax actual receipts for the 1st quarter of 2013-14 totaled \$2,308,067, which is \$240,775 more than the 1st quarter estimate provided to the Authority in June.

The County Library Fund ended 2012-13 with a property tax revenue shortfall of \$17,150. At the same time, as a result of new information, the Library Fund's share of property and liability insurance decreased by \$660 in 2013-14. The 2012-13 shortfall and revised 2013-14 insurance expense result in a 2013-14 County Library Fund MOE contribution of \$4,645,844, a reduction of \$16,490.

In summary, 1st quarter sales tax for 2013-14 is \$240,775 over estimate and the County Library Fund MOE contribution for 2013-14 is \$16,490 under estimate. These net to a favorable variance of \$224,285 as of September 25, 2013.

This office will provide you with an update in January when the sales tax revenue for the 2nd quarter of 2013-14 is known. If you have any questions, please give me a call at 454-2100.

Very truly yours,



Carol D. Kelly
Assistant County Administrative Officer

cc: Director of Libraries, Santa Cruz City/County Library System
Library Director, Watsonville Library
County Administrative Officer
Santa Cruz City Manager
Watsonville City Manager
Auditor-Controller
Santa Cruz Director of Finance
Administrative Services Director, City of Watsonville

SERVING THE COMMUNITY – WORKING FOR THE FUTURE

**Summary Presentation of Results
from a Survey of Likely Voters in the
Santa Cruz County Library District**

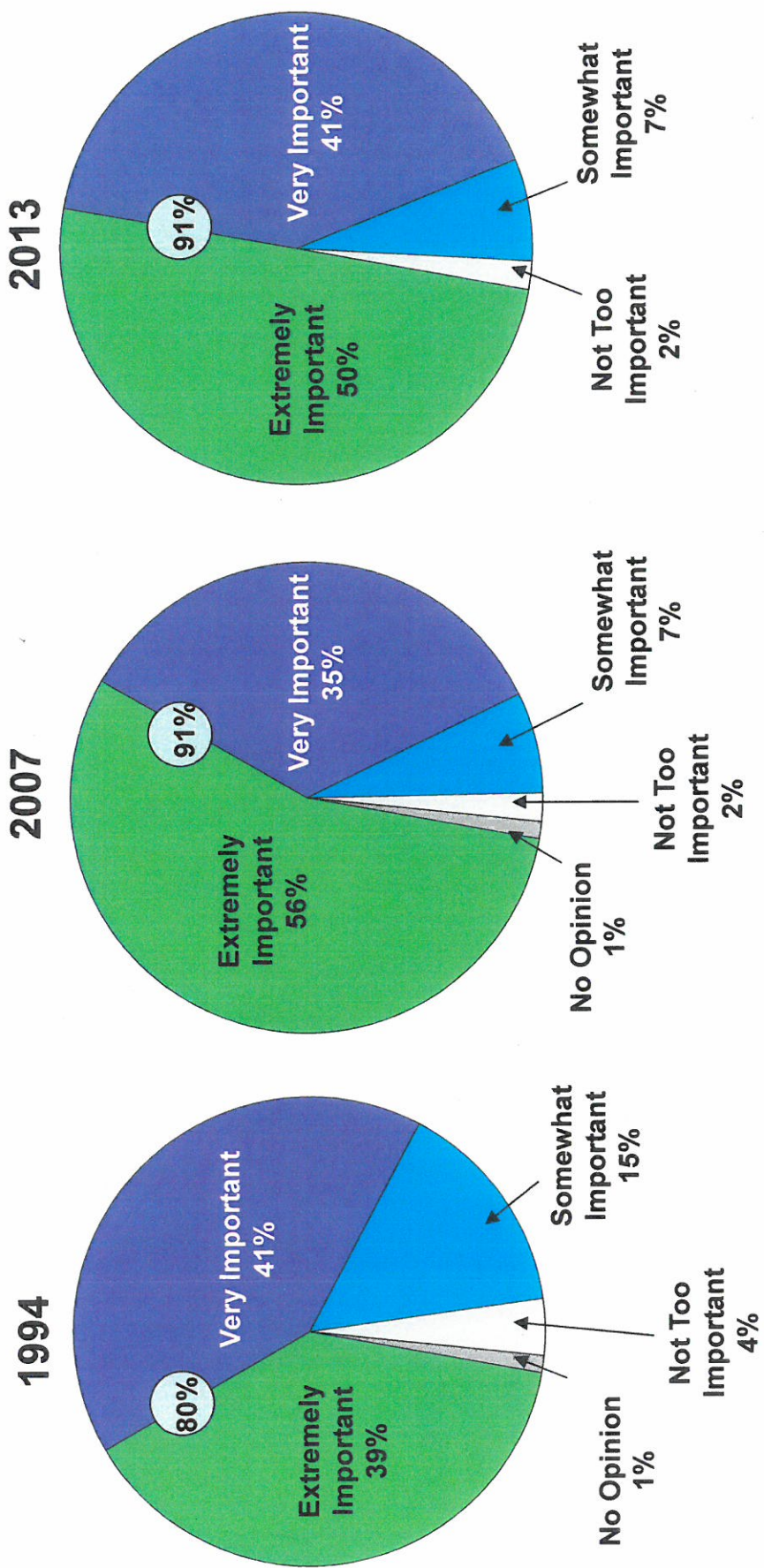
**451 Interviews
August 2013**

conducted by



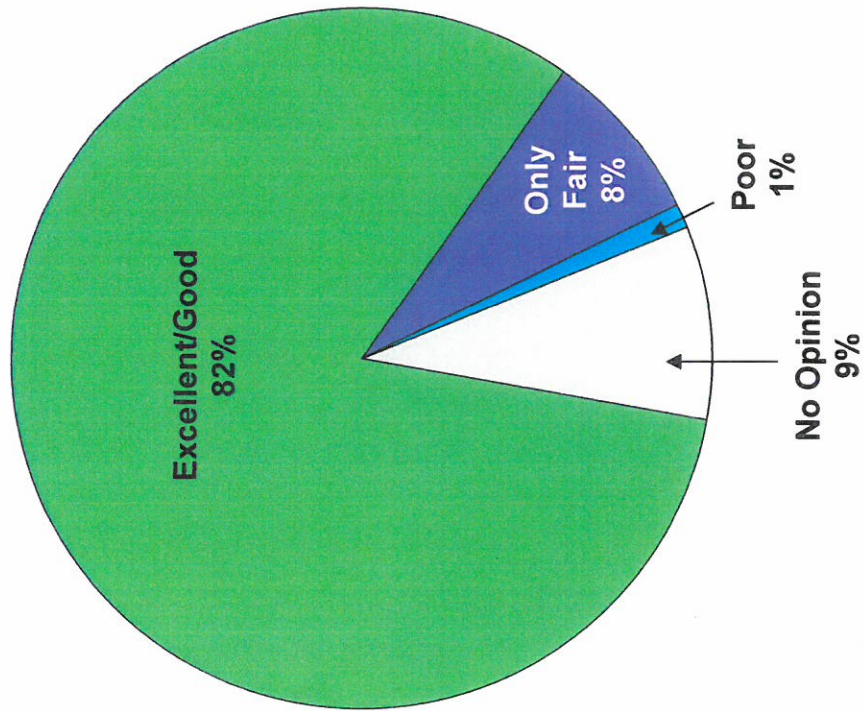
GENE BREGMAN & ASSOCIATES
Public Opinion & Marketing Research

Importance of Local Libraries to Quality of Life in Santa Cruz County

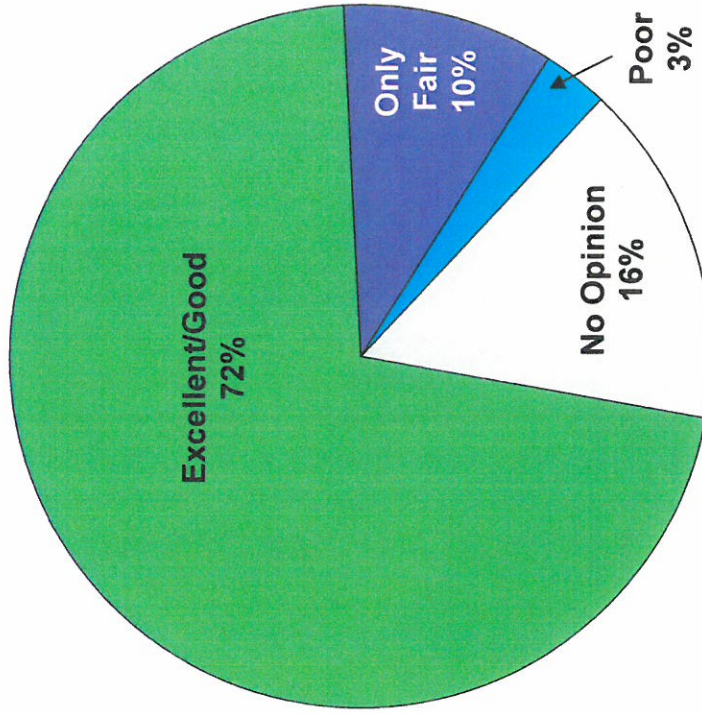


Job Ratings for Local Public Libraries

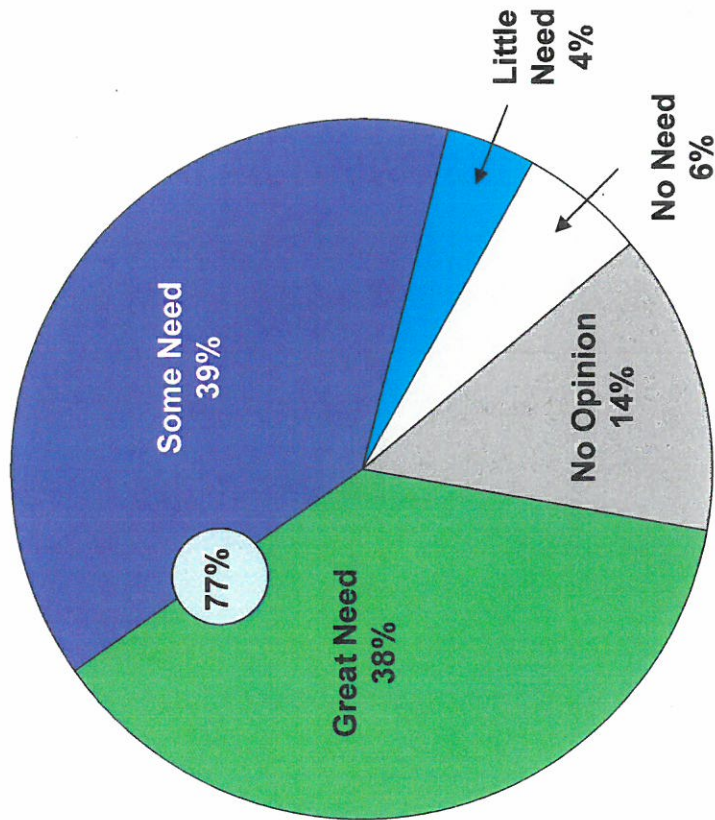
Overall



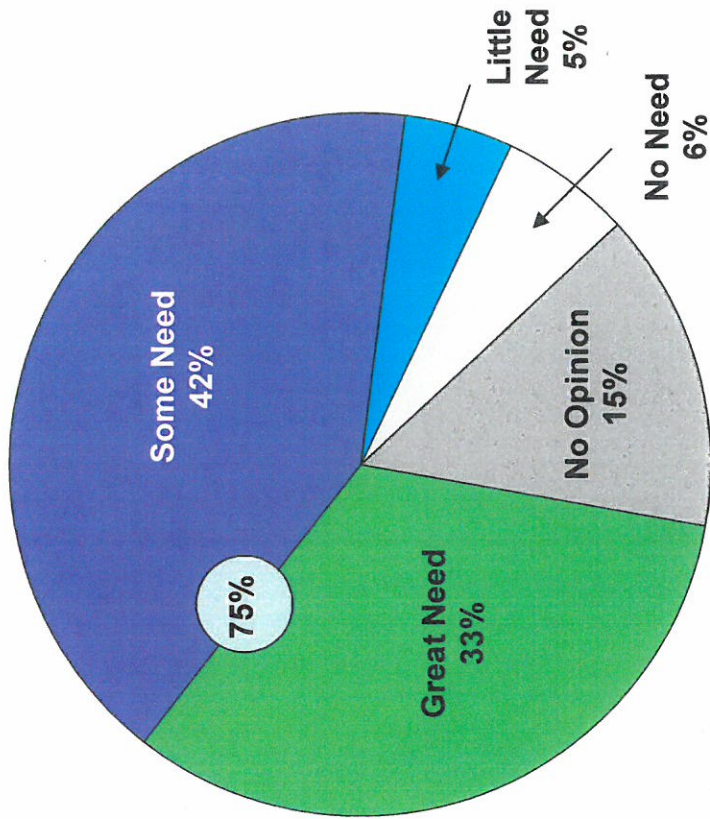
Management



Need for More Money for Community's Public Library

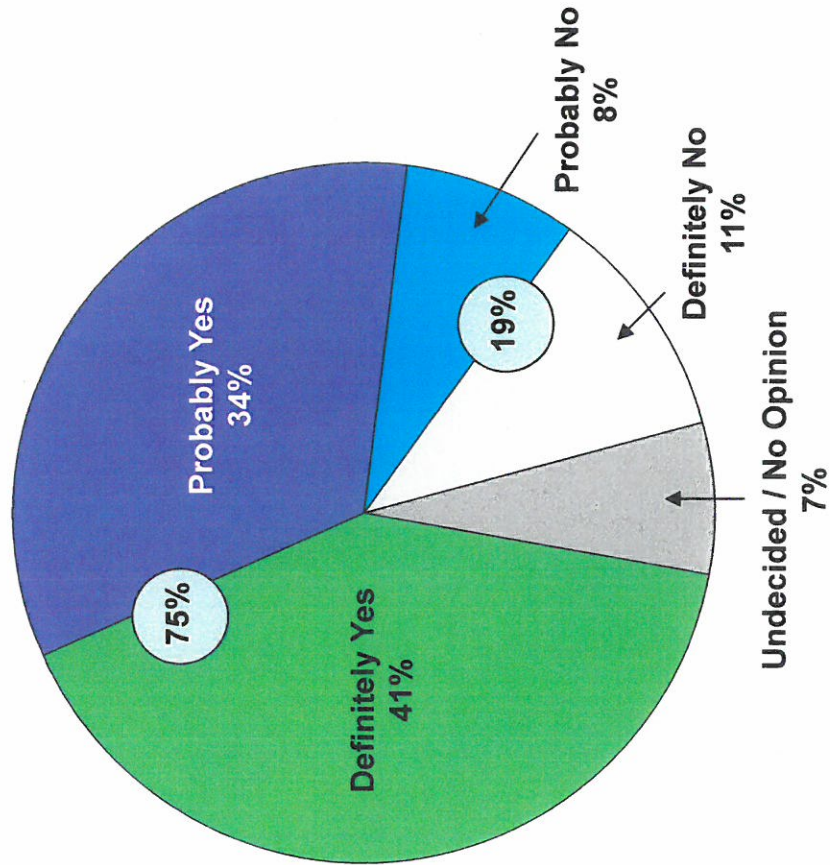


Need for Money to Repair, Maintain, Modernize Local Library Facilities

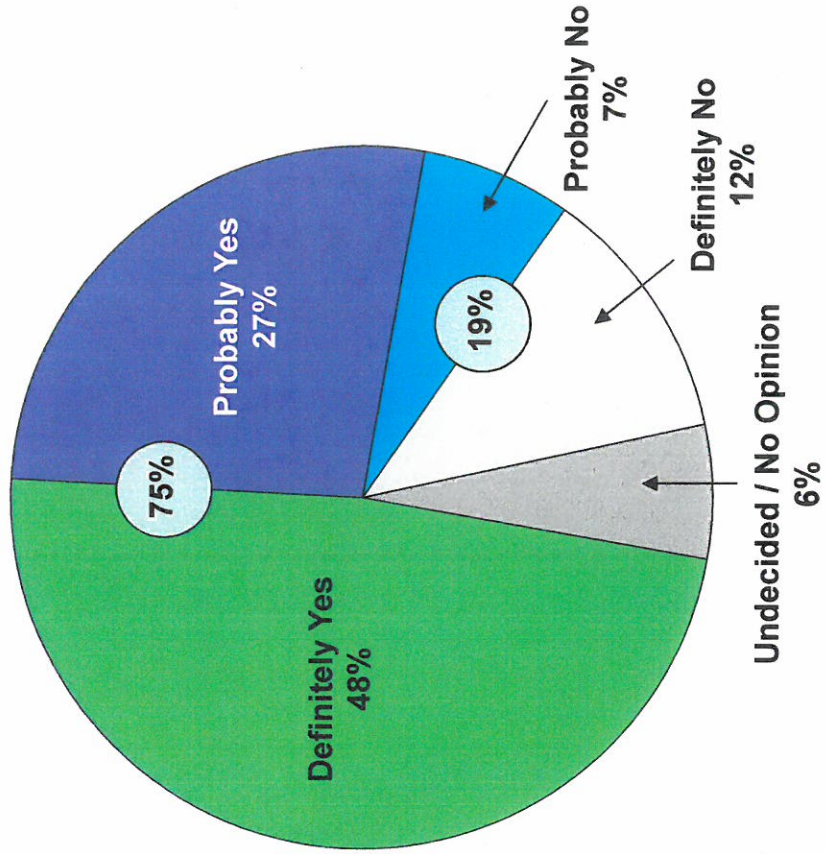


Two Votes on \$84 Million Revenue Measure

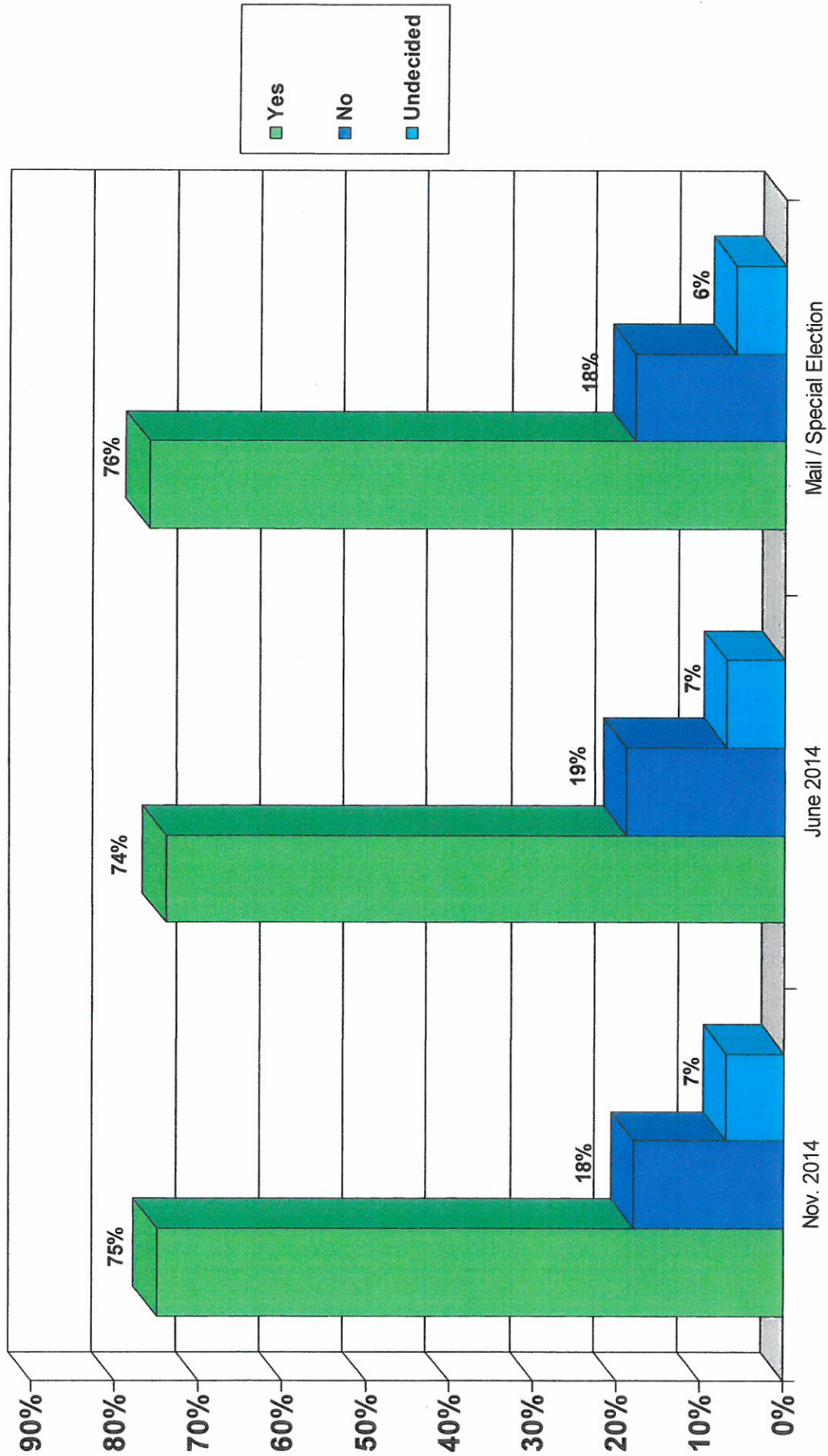
Initial Vote



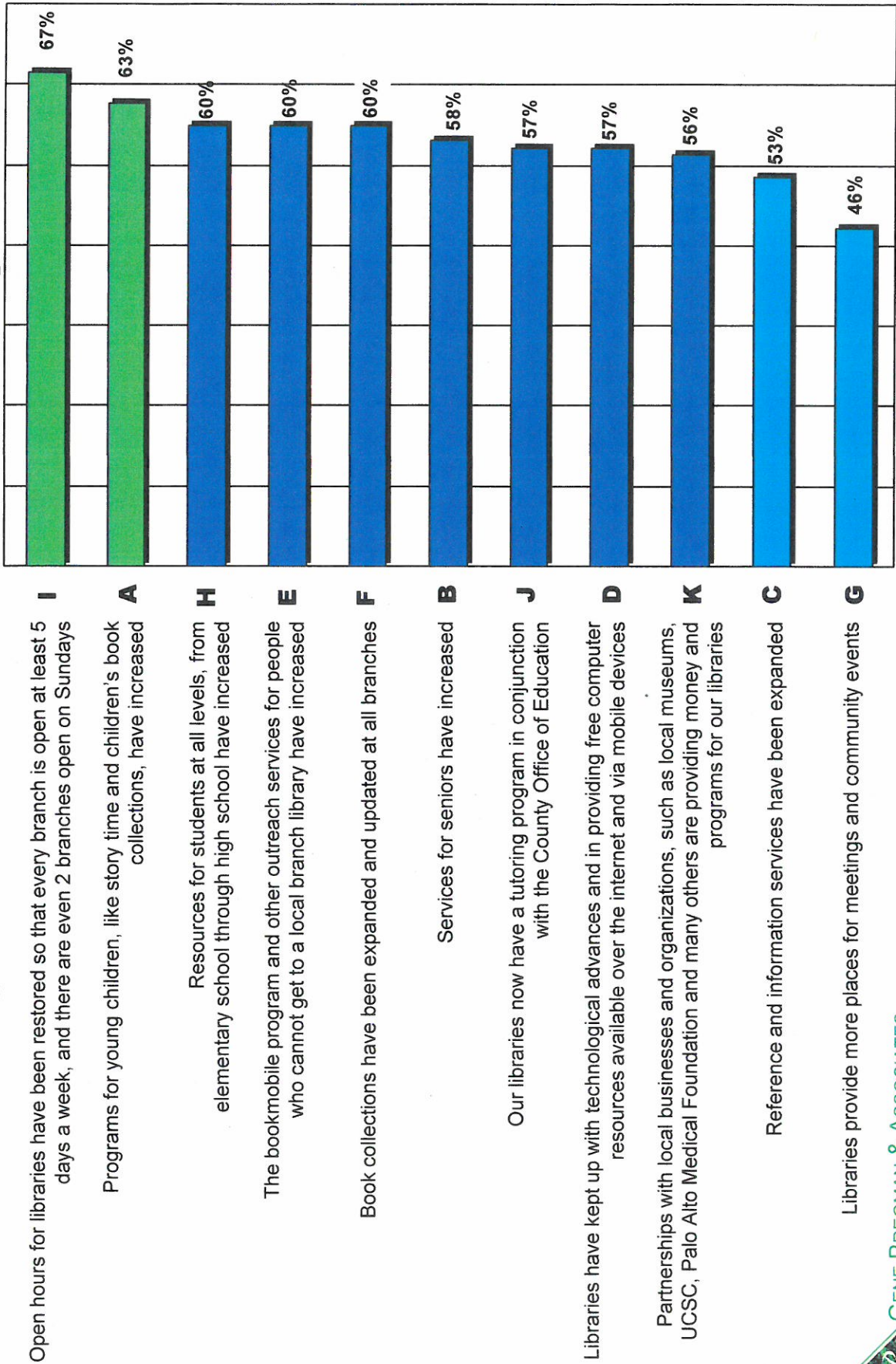
Vote After Information



Comparisons of Initial Votes Among Different Likely Voter Universes



All Recent Library Accomplishments Have Strong Positive Influence on Voter Opinions



Most Serious Problems Are Basic Repair and Maintenance Needs of Libraries

Most Serious Problems

- Roofs are old, worn out, leak and need to be replaced; materials have been ruined and there is one branch that has a roof that is over 50 years old (68%)
- Some branches are being structurally damaged by mold and mildew (63%)

Other Serious Problems

- Many branches have boilers that are old and out of date; in fact, one boiler is so old replacement parts are no longer made for it (59%)
- Bathrooms are old and often have odors that are so ingrained they will only disappear when sinks, toilets and urinals are replaced (57%)
- Some electrical systems pre-date computers, and are too old and inadequate to handle the high-tech needs of today's libraries (56%)

Also Serious

- Heating and ventilation systems are old, and inefficient, wasting money and often not working properly (49%)
- Because of energy inefficiencies, money must be spent on utilities that could otherwise be used for library services, books and materials (46%)

None of the Reasons to Oppose Measure Resonate with Voters

Government bureaucrats continue to waste our money – two-thirds of our tax money goes to salaries and pensions

It was just a few years ago that we gave the Libraries a permanent quarter cent sales tax; in these tough economic times they should not be asking taxpayers for any more money

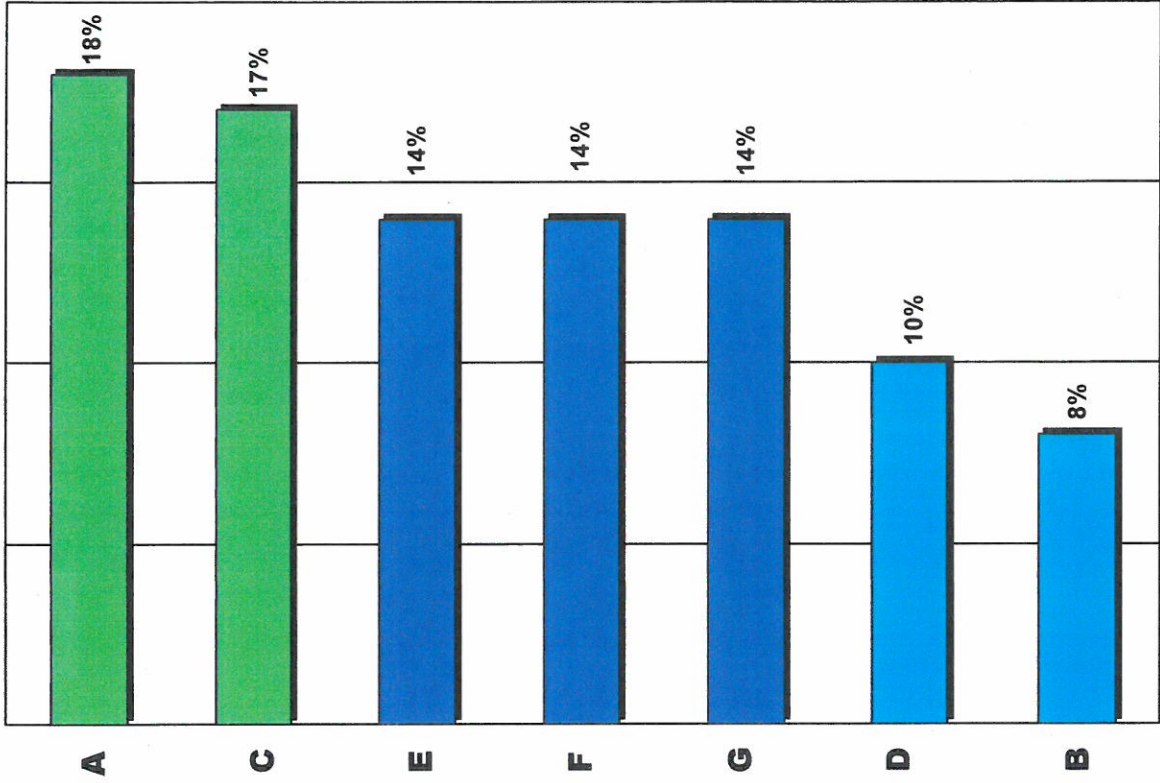
Other Santa Cruz County communities get more benefit from their library tax dollars; we should not support this unless we know we will get our fair share

Libraries are important, but not so important that we should increase our taxes, especially when there are so many other needs throughout the County

Some communities have recently built new libraries; those areas don't need anything from this bond measure and their residents should not have to pay anything

With the internet, libraries are now becoming obsolete and we shouldn't have to pay to keep them open

I do not use public libraries and do not see why I should have to pay for them



Leading Reasons to Favor Measure: Children, Technology, and Seniors

