



LIBRARY JOINT POWERS AUTHORITY BOARD

Monday December 7, 2015
Scotts Valley Branch Library
Fireside Room
251 Kings Village Road, Scotts Valley, CA 95066

6:30 PM PUBLIC MEETING

The Board reserves the right to take action on any item included on this agenda.

1. ROLL CALL
2. APPROVE FINAL AGENDA OF DECEMBER 7, 2015
3. ORAL COMMUNICATIONS
4. STAFF RECOGNITION (PG. 3)
5. FRIENDS OF THE SANTA CRUZ PUBLIC LIBRARIES REPORT
6. MEMBER REPORTS
7. INTERIM LIBRARY DIRECTOR REPORT
New Library Director Recruitment Discussion (oral)
8. CONSENT AGENDA
 - A. Approve Minutes of November 2, 2015 meeting (PG. 4-8)
 - B. Receive Monthly Narrative Report for November 2015 (PG. 9-15)
 - C. Receive Monthly Performance Measures for October 2015 (PG.16-17)
 - D. Receive monthly financial snapshot for October 2015

9. STAFF REPORTS

- A. Approve contract with TBWB (PG. 18-29)

10. OTHER BUSINESS

11. WRITTEN COMMUNICATIONS

- A. Security Incidents Log (PG. 30-34)
- B. Website Statistics for October (PG. 35)

12. BOARD MEETING CALENDAR

This will be the Board's final meeting pending the approval of the new Library Agreement by the four governing jurisdictions.

13. NEXT MEETING

None

14. ADJOURN

The Library Joint Powers Authority Board will adjourn from the regular meeting of December 7, 2015.

This is the final meeting of the Library Joint Powers Board pending the approval of the new Library Agreement by the four governing jurisdictions.

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 library_admin@santacruzpl.org.

STAFF REPORT

DATE: December 3, 2015
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

Maya McLelan

I called a few weeks ago and spoke with an employee about renting a movie projector for my teen son's upcoming birthday party. The employee was so very helpful, enthusiastic and polite. She gave great customer service and she should be admired and celebrated. Thank you. Patron Christine Copeland

SANTA CRUZ PUBLIC LIBRARIES
A CITY-COUNTY SYSTEM

LIBRARY JOINT POWERS BOARD (LJPB)

MINUTES

Downtown Branch Meeting Room
224 Church Street, Santa Cruz, CA 95060

November 2, 2015

6:30 PM PUBLIC MEETING

1. ROLL CALL

Present: Supervisor Zach Friend, Councilmember Cynthia Mathews, Councilmember Michael Termini, Councilmember David Terrazas, Citizen Member Sean Campbell, Citizen Member Martha Dexter, Citizen Member Jim Mosher

Absent until 6:32pm: Councilmember Jim Reed, Supervisor Bruce McPherson

Staff: Finance Director Marcus Pimentel, Interim Library Director Janis O'Driscoll

2. APPROVAL OF MEETING AGENDA OF NOVEMBER 2, 2015

Citizen Member Dexter moved, seconded by Councilmember Terrazas

That the Board approve the Agenda of November 2, 2015.

UNAN

3. ORAL COMMUNICATIONS

None

4. STAFF RECOGNITION

5. FRIENDS OF THE SANTA CRUZ PUBLIC LIBRARIES REPORT

Kate Canliss of the Friends of the Library reported that

Recently, FSCPL...

- Raised over \$11,000 at the two day Fall Book Sale

FSCPL plans include...

- Ask library card holders to consider donating to the Friends
- Mail our New Year's Eve Gala invitations, and use that as a basis for our end of year campaign
- Recruit new board members

6. MEMBER REPORTS

Citizen Member Mosher announced that on Saturday, 11/7 from 3:30 – 5:00pm the Felton Friends will be celebrating the Verutti family's land donation for the future Felton Library and outdoor learning space.

7. INTERIM LIBRARY DIRECTOR REPORT

Janis O'Driscoll, Interim Library Director, informed the Board about the following Library programs:

The new jail program, where the library collection is being shared with the jail population, proves to be very successful. Library cards and accounts are issued and requests are filled, such as Spanish language materials etc.

The Miller-Maxfield contract which was applied to Community Education about library services is running out in February 2016. The remaining money of this contract, approx. \$18,000, will be used for an outreach campaign entitled "Find Yourself in the Library". Graphics on several city buses and on the new vans and the current bookmobile, extra radio spots and additional placements in print media will highlight all the different ways that the public can use the library. Also featured in the outreach program are 30-second ads in the movie theaters throughout December, reaching out to families during the Holiday season.

Councilmember Mathews suggested that Board members make good use of the short SCPL video created by Miller-Maxfield as part of the broadcast of council sessions.

Janis shared a deeply moving letter from Tennessee sent by a family whose relative, a poor Vietnam Vet, died suddenly. A book belonging to the library was found in his possession, which the family returned with heartfelt thanks and appreciation for the library services which were enjoyed by their relative and they included a donation. Janis reminded everyone that these are the real reasons why we are here.

Janis attended the Library Design Workshop coordinated by Anderson-Brule Architects in Capitola. It was a very successful workshop.

8. CONSENT AGENDA

Councilmember Mathews moved, seconded by Supervisor McPherson

That the Board approve the following Consent Agenda of November 2, 2015 with a correction to the minutes of October 15: Supervisor Friend had been mistakenly omitted from roll call.

- A. Approve Minutes of October 15, 2015**
- B. Approve Minutes of October 22, 2015 Joint Study Session**
- C. Receive Monthly Narrative Report for October 2015**
- D. Receive Monthly Financial Snapshot for September 2015**

UNAN

Abstain from Minutes A. and B.: Terrazas
Abstain from Minutes B: Mosher

9. STAFF REPORTS

- A. Approve scope of work and resolution to fund a contract with TBWB Strategies

Janis O'Driscoll mentioned that this firm should be engaged based on the suggestion by Carlos Palacios, County of Santa Cruz. Carlos has a lot of experience with this firm and highly recommends them. TBWB Strategies is a consulting firm that helps analyze the polling data, looks at the detailed Rate and Apportionment data and brings that data together to help frame the ballot question. There are only 60 days left to frame the ballot question, so time is of the essence. TBWB Strategies has local experience and knowledge and would be very helpful to bring us a step closer to a successful election.

The Board members discussed the recommendation and asked a number of questions. Perhaps a few local experienced people should be chosen to work with the firm.

Councilmember Mathews moved, seconded by Citizen Member Mosher

That the Board appropriate \$20,000 from existing fund balance and amend the FY 15/16 Budget in order to fund a professional services contract with TBWB Strategies. (Resolution # 2015-015)

**UNAN
Abstain: Friend**

- B. Approve agreements with new Bond Counsel and Financial Advisor and receive updated timeline

Finance Director Pimentel recommended to contract with Jones Hall as Bond Counsel and with Harrell & Co Advisors, LLC as independent advisors for the formation of the CFD, to conduct related actions to place a measure on the June 2016 ballot and to prepare for and issue bonds following a successful ballot measure.

The Board members discussed the recommendation and Finance Director Pimentel responded to a number of questions.

Councilmember Mathews moved, seconded by Citizen Member Dexter

That the Board authorize the Library Director to execute agreements with Jones Hall and Harrell & Co. Advisors, LLC and appropriate \$13,000 from existing fund balance and amend the FY 15/16 Budget. (Resolution # 2015-016)

UNAN

10. OTHER BUSINESS

Councilmember Mathews mentioned that a Campaign Committee will need to be formed and money needs to be raised. \$15,000 have already been contributed by the Friends of the Library towards the campaign.

Councilmember Termini remarked that Capitola and several Capitola Council members in particular are insisting on a one year extension to the library requirement building contract in writing. Capitola expects the County to issue a formal document to ensure that all parties feel at ease going forward as planned.

11. WRITTEN COMMUNICATIONS

- A. Security Incidents
- B. Articles about Santa Cruz Public Libraries

12. BOARD MEETING CALENDAR

13. NEXT MEETING

The Library Joint Powers Authority Board will adjourn from the Regular Meeting of Monday, November 2, 2015 to the Regular Meeting on Monday, December 7, 2015 at 6:30 pm at the Scotts Valley Branch Fireside Meeting Room.

14. ADJOURN

The regular meeting adjourned at 7:04 p.m.

Respectfully submitted,

Helga Smith, Clerk of the Board

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

MONTHLY REPORT FOR NOVEMBER 2015

1. READING, LISTENING AND VIEWING FOR PLEASURE

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

Chantel Van Pelt created a Thanksgiving Tree for Capitola this month. She put out pieces of colored paper shaped like leaves for patrons (and staff) to write what they're grateful for and hung those leaves up on branches that are suspended from our ceiling.

Brenda McIlroy and Julie Richardson led another successful meeting of Capitola's new Book Discussion Group. We had approximately 15 participants who contributed to a lively discussion of the book, "Tell the Wolves I'm Home". The next book selected that will be discussed in December is, "Mountains Beyond Mountains". The group meets on the first Wed. of the month from 9:30-10:30.

During the month of November, Live Oak Branch featured an amazing display of Alaskan Kachina-Style Figures created by Janan Fairbarin of Santa Cruz. The amount of craftsmanship and detail that went in to each figure was quite impressive.

The Live Oak children's display case was filled with student created inventions from the Spring Hill School annual Invention Convention. Some of the water saving inventions were the "The Timer Shower", "The Water Sucker", "The Awesome Tube of Water", and "The Dripper Tracker Collar".

The Live Oak Family Craft time on Sundays continues to be a popular program. Program Librarian Jeanne O'Grady provides supplies for a different craft each week for families to drop in and make. It's fun to see children and adults of all ages working and creating together.

The Live Oak Dia de los Muertos celebration was very successful. Face Painting volunteers were great. Everyone enjoyed skeleton and marigold crafts and adding to the altar. Dancers from UCSC were enjoyed by all ages and so were the stories and food. The altar was up for a week before the celebration and a week after. Many visitors to the library enjoyed looking at all the drawings and offerings.

Downtown crafts are going well. The Day of the Dead masks were particularly popular. Monthly movies are well received starting with Hocus Pocus in October and Pocahontas in November.

B40's seasonal displays this month included Thanksgiving (kids and adults), Autumn (for adults and kids) and Harvest (for kids). Our YA display was for Native American Heritage Month. Our Cats and Dogs display (kids) continues to be very popular. We created a new display area for showcasing our new J non-fiction. Another display in the kids' area is one of Vera Williams' books. A small collection of kids' books in braille is also on display at B40. This month's displays were created by B40 staffers, Lois Meyer and Tania Berlinski.

November was celebrated at Scotts Valley with book displays for November, the hairiest month!; Star Wars; What's your comfort foods?; Cuddle up with a cute book; Celts- Art and Identity; Autumn and Thanksgiving' and a selection of books written during NaNoWriMo.

La Selva Beach branch had 2 displays in the month of November: "ThanksGiving Tree" and "Around the World in 80 Books". Both displays were created by the LSB's Library Aide Eli D.

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

Answering questions regarding how to use the library's digital collection can be challenging with so many devices available but patrons are delighted when they receive one on one consultations and help to get started.

2. LIFELONG LEARNING

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

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.

Starting in January, adults will be able to "Color Your Stress Away" at Branciforte on Wednesdays and Live Oak on Thursdays. Both programs will be from 5:30 to 6:30 with coloring sheets and pencils available for a relaxing, stress free time of coloring.

NaNoWriMo was a successful month of writing at Live Oak, Scotts Valley, Capitola, Branciforte, and Felton. It started with local author Paul Fleischman at Live Oak. He is very supportive of aspiring authors. NaNoWriMo will end with participant requested celebrations at Live Oak and Scotts Valley.

Scotts Valley hosted a virtual author talk with Andy Weir, author of *The Martian*. He was very entertaining with lots of anecdotes regarding the novel and the movie and accepted questions via twitter. Another author stopped by Scotts Valley, Grant Faulkner, author of *Fissures*. He provided insights into writing his NaNoWriMo book and encouragement to the authors attending

Program Librarian, Kari Gunn set up a table outside for younger kids at the Boulder Creek Friends Pumpkin Festival. There were 75 people there and only 45 pumpkins. However families worked together on a group pumpkin.

The Aptos preschool storytime will be discontinued at the end of the year because of very low attendance (one family comes regularly.)

R.E.A.D.: Reach Every Amazing Detail program had a strong start at the La Selva Beach branch in October of 2015. This program is one-on-one reading comprehension instruction for readers 2nd through 12th grade. Instructors are California credentialed teachers. The program is also offered at the Downtown branch.

Armchair Travel Adventure Club at the La Selva Beach branch “visited” St Lawrence Seaway and North Eastern Seaboard in November. Our December Adventure will be “Backpacking in Europe”.

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

3. COMMUNITY CONNECTIONS

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

On November 21, the La Selva Beach Chapter of the Friends of the SCPL had another successful book sale. The proceeds from the book sale will benefit the library programing.

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

A reception for the current art display at Scotts Valley, “Art is Ageless” was held on Sunday, November 15. Artists from 4-94 years old displayed their works of art for the community.

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

On November 5th Programs' Jasmin Avila did an outreach presentation with a Migrant Workers parent group. This presentation consisted of a short lecture on brain development presented by the facilitator. This presentation focused on creating daily opportunities to integrate early literacy practices with your child whether you are buying groceries or running errands. The library representative followed by presenting all of the daily opportunities for early literacy engagement that are available at the library through free programs, resources and services.



D. Volunteers will be used effectively.

The children's area in the Downtown Branch will be spiffier than ever with two new Adopt a Shelf volunteers beginning in November. One volunteer used to work in a school library where she taught children how to organize book shelves and the other is a teenager who attends Santa Cruz High School.

For the "Day of the Dead" Live Oak program, five volunteers were trained on sugar skull face painting. This was the first assignment for one of the volunteers (who is married to another volunteer,) who applied with the volunteer office days before so he could participate in the event.

Volunteers donated a total of 858 hours of service to the Library in October. During the month of October, four volunteers earned Book Plates for incrementally reaching 100 hour milestones.

The volunteer office sent signed thank you letters to all active volunteers to be delivered the week of Thanksgiving for their service to SCPL.

4. WELCOMING PLACE

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

B40's PIC, Cathy Landis, and Building Maintenance man extraordinaire, Ken Madonia, met with SCFD Deputy Fire Marshall, Dave Sasscer, to plan a possible fire alarm system for the branch.

Kira Henifin and the Building Maintenance team (Ken, Danny, Caesar and Edgar) have helped take good care of B40. They have worked on getting our gate and front door fixed, maintained our grounds, changed our light bulbs, and unclogged our toilets among many other things – all very much appreciated.

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

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

5. FINANCIAL SUSTAINABILITY

A. The library system maintains a healthy and stable financial position.

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

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

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

6. ORGANIZATIONAL READINESS

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

Library staff training and development for the month of November included onboarding of 12 new library Aide staff and one new On-Call Librarian. Each of these staff received thirty hours of classroom training and the Aides also had eight hours of at-branch training. The On-Call Librarian shadowed reference staff over multiple shifts at the five branches with regular reference staff assignments.

Four staff attended the California Library Association annual conference in Pasadena, participating in a variety of workshops and committee meetings, as well as networking opportunities with library staff from across the state and product vendors from around the world.

Two members of the library Marketing team attended the Library Marketing and Communications conference in Dallas, which focused on gaining skills in the niche library work of public relations, social media, branding, and related topics.

A number of library staff attended the City's training on Effective Government Writing, which was found to be of high value, in particular with report writing.

Valerie Murphy and Julie Richardson attended the MOBAC Reference Workshop on "Census Data for Community Assessment" at Monterey Peninsula College. The workshop was led by a trainer from the U.S. Census Bureau, and focused on the American Community Survey.

B40 staff has participated in training four new floating aides. We also hired one, Lauren Kern, to join our staff.

B40's quarterly meeting emphasized safety. We met with Kira to plan our evacuation drill set to take place in December. Ken came out to B40 and showed us all how to turn off the gas, water and electricity in case of an emergency.

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

Live Oak Library Assistant II, Lorena Lopez, attended the annual CLA Conference held in Pasadena, CA this year. The theme of the conference was Reimagine/Reinvent. We are looking forward to hearing about the sessions she and other SCPL staff members attended.

Jeanne O'Grady, Brenda McIlroy, and David Addison also attended the CLA Conference in Pasadena.

- C. Employees have the skills to execute change and are committed to change and continual improvement.**
- D. A customer-driven service philosophy guides staff training and development.**

MONTHLY PERFORMANCE MEASURES OCTOBER 2015

ON-SITE USAGE

SELF CHECK	Oct-14	Oct-15	% Change
Aptos	79%	78%	-2%
Boulder Creek	82%	82%	0%
Branciforte	86%	87%	1%
Capitola	74%	72%	-3%
Downtown	73%	72%	-1%
Felton	77%	71%	-8%
Garfield Park	61%	63%	3%
La Selva Beach	65%	63%	-3%
Live Oak	80%	76%	-5%
Scotts Valley	80%	81%	1%
OVERALL- % Circ that is self check (does not include online renewals)	76%	74%	-2%

Does not include online renewals

VISITORS PER OPEN HOUR	Oct-14	Oct-15	% Change
Aptos	53	57	7.5%
Boulder Creek	22	20	-9.1%
Branciforte	57	61	7.0%
Capitola	36	33	-8.3%
Downtown	126	127	0.1%
Felton	14	19	35.7%
Garfield Park	30	34	13.3%
La Selva Beach	25	23	-8.0%
Live Oak	57	59	3.5%
Scotts Valley	71	70	-1.4%
OVERALL	491	503	2.4%

Measures number of visitors to the branch per open hour.

STAFF WORKLOAD

BUSYNESS	Oct-14	Oct-15	% Change
Aptos	5,824	6,405	9.98%
Boulder Creek	3,398	3,411	0.37%
Branciforte	2,977	3,052	2.52%
Capitola	5,070	6,125	20.81%
Downtown	3,207	3,473	8.31%
Felton	3,285	3,926	19.50%
Garfield Park	3,227	3,887	20.47%
La Selva Beach	2,263	2,341	3.45%
Live Oak	2,771	3,044	9.84%
Scotts Valley	3,798	4,486	18.12%
OVERALL	3,582	4,015	0.12%

Measures (number of physical checkouts + number of received items + number holds handled + number of questions answered)/FTE

Note: not included: online transactions or self checks and questions answered are based on one typical week per quarter

NOTE: Statistics for July 2014-October 2015 have been updated with typical weeks numbers.

MONTHLY PERFORMANCE MEASURES OCTOBER 2015

SYSTEM MEASUREMENTS

FINES & FEES	Oct-14	Oct-15	% Change
Paid at Desk	\$ 13,388	\$ 9,970	-26%
Paid at Kiosk	\$ 6,045	\$ 5,527	-9%
Paid online	\$ -	\$ -	na
TOTAL	\$ 19,433	\$ 15,497	-20%
% Paid at Desk	69%	64%	-7%
% Paid at Kiosk	31%	36%	15%
% Paid online	0%	0	na
% Paid by credit/debit card	27%	31%	15%

PROGRAMMING	Oct-14	Oct-15	% Change
Number of programs held	213	254	19%
Number of attendees	3,888	5059	30%
Average # attendees/program	18.0	20.0	11%

USE OF SYSTEM RESOURCES	Oct-14	Oct-15	% Change
VIRTUAL ACCESS			
E-books & magazines	9,028	6,290	-30%
Downloadable audio & music	3,007	4,269	42%
Downloadable & Streaming Video	2,582	942	-64%
Pageviews	511,493	501,128	-2%
Online renewals	41,083	41,245	0%
Total virtual access	567,193	553,874	-2%

INTERLIBRARY LOAN	Oct-14	15-Oct	%Change
ILL to Patrons	na	11	na
ILL to Other Libraries	na	148	na

PHYSICAL CHECKOUTS			
Staff assisted + self check	103,126	102,010	-1%
CHECKOUTS			
% Physical checkouts	65%	66%	1%
% Virtual checkouts	35%	34%	-3%
Circulation per capita	0.80		-100%

Virtual access: Does not include database usage which will be reported quarterly due to availability of data.

Ematerials do not include Soundswell, or the Gale Virtual Travel collection as download data is

not currently available. (online renewals is an estimate based on past experience). Includes Boopsie

Physical Checkouts: physical items checked out at desk or at self check, includes in-house renewals

Virtual checkout: virtual access not including total pageviews

Capita: based on State Library data

For FY13/14 staff assisted =monthly stat report minus 41,667 (est online renewals)

MANAGEMENT CONSULTING AGREEMENT

THIS MANAGEMENT CONSULTING AGREEMENT ("Agreement") is made effective as of the last signature date set out below (the "Effective Date") by and between SANTA CRUZ PUBLIC LIBRARIES, LIBRARY JOINT POWERS AUTHORITY ("Client") and PUBLIC FINANCE STRATEGIES LLC, DBA TBWB STRATEGIES, a California Limited Liability Company ("TBWB").

RECITALS

- A. Client needs assistance evaluating the electoral feasibility of a tax measure, developing a measure for the ballot and implementing a public outreach and communications program to raise awareness of the Client's funding needs.
- B. TBWB is a professional consulting firm that provides ballot measure electoral feasibility, public outreach and communication consulting services.
- C. Client desires that TBWB provide certain consulting services to Client with respect to a potential 2016 Tax Measure ("Tax Measure") pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Engagement of TBWB. Client hereby engages TBWB to perform the following services (collectively, "Services"):
 - a. Feasibility Assessment. TBWB shall perform any of the following services as needed to assess the electoral feasibility of the Tax Measure for Client:
 - 1) Analyze Client poll results to identify key conclusions, messages and strategic recommendations;
 - 2) Analyze voters in the District and how they break into key sub-groups by age, ethnicity, political party, length of residency, parents and other key criteria;
 - 3) Analyze past election results in the District and region to understand voter turnout trends and other relevant voting patterns;
 - 4) Research other local tax proposals that may be heading to an upcoming ballot that could compete with Client's Tax Measure; and
 - 5) Make specific recommendations regarding an optimal election date, tax amount, tax rate and other important ballot measure features.

- b. Ballot Measure Development. TBWB shall perform any of the following services as needed to assist Client in preparing the Tax Measure for the ballot:
 - 1) Recommend specific wording regarding the list of projects to be funded by the measure and prepare messaging that clearly articulates how these projects will benefit from the Tax Measure;
 - 2) Recommend potential taxpayer accountability protections;
 - 3) Work with legal counsel to help develop a resolution calling for the election;
 - 4) Work with legal counsel to develop the 75-word ballot question;
 - 5) Work with legal counsel to refine the full text of the measure, project list, tax rate statement and other materials that will appear in the ballot pamphlet mailed to all voters;
 - 6) Present recommendations, documents and resolutions to the Governing Board for approval; and
 - 7) Work with the County Registrar of Voters Office to assist Client in completing the process of qualifying for the ballot.

 - c. Public Information. TBWB shall perform any of the following services as needed to raise awareness of Client's funding needs and the Tax Measure proposal:
 - 1) Develop an informational fact sheet and public FAQ regarding the potential measure
 - 2) Write and design a potential informational mailer;
 - 3) Develop a PowerPoint presentation for community meetings;

 - d. Employment of Additional Personnel. In connection with the consulting services to be provided under this Agreement, TBWB shall utilize its own employees and retain third party vendors pursuant to Section 3.b. TBWB shall not be required to employ any additional personnel to assist TBWB in the performance of TBWB's duties. TBWB may recommend that Client hire additional personnel to assist TBWB. Any such personnel shall be hired and paid by Client, under the direction and control of Client, and may be discharged by Client. In every instance, such additional personnel shall be considered an employee of Client, not TBWB. The foregoing shall not limit TBWB's or Client's right to hire, pay, and/or discharge its own employees.
2. Term of Agreement. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue until March 15, 2016.
 3. Compensation. In consideration for the Services to be rendered by TBWB pursuant to this Agreement, Client shall pay the following fees to TBWB:

- a. Fixed Consulting Fee. TBWB shall be paid a Fixed Consulting Fee of \$20,000, payable in two installments, within 30 days of receipt of invoice. The first invoice for \$10,000 may be sent to Client by December 31, 2015, and the second invoice for \$10,000 may be sent to Client by February 29, 2016.
 - b. Payments on Certain Purchases and Rentals. All media and advertising goods and services shall be purchased or rented from TBWB by Client according to the agreed upon schedule of prices, which is attached hereto as Exhibit 1 and incorporated herein by reference. The schedule of prices lists the entire cost of purchasing or renting media goods and services from TBWB. TBWB shall in turn subcontract the work to third party vendors, giving preference to third party vendors who donate or discount their services. Payment for such items shall be made in advance by Client to TBWB, or to the third party vendor at the discretion of TBWB.
 - c. Reimbursement of Expenses. Client shall reimburse TBWB for expenses incurred by TBWB from time to time in connection with the performance of the Services described herein, which includes, but is not limited to, required parking fees, copying fees, telephone charges, postage and other out-of-pocket expenses. TBWB shall submit a report of actual expenses, and within thirty (30) days thereafter, Client shall reimburse TBWB in full. Expenses billed to Client shall not exceed \$1,000 in the aggregate, per calendar month without the verbal or written approval of Client. Any verbal approval shall be confirmed in writing by either party. Client may designate in writing an individual(s) with authority to approve expenses on Client's behalf.
4. Indemnification. To the fullest extent permitted by law, TBWB shall indemnify, hold harmless and defend Client, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of TBWB or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of Client's choice. The provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the Client with the fullest protection possible under the law. TBWB acknowledges that Client would not enter into this Agreement in the absence of TBWB's commitment to indemnify and protect Client as set forth herein.
 5. Expenditure Authority. Only Client, or a person designated by Client, shall have the authority to approve any single expenditure in excess of \$500. TBWB shall not commit Client to any expenditure, nor incur any obligation on

behalf of Client, in excess of \$500 without verbal or written approval from Client. TBWB shall not spend more than the amount so approved plus 5% without securing additional approval from Client. Any verbal approval shall be confirmed in writing by either party. Client may designate in writing an individual(s) with authority to approve expenditures on Client's behalf.

6. Approval of Materials. Client is responsible for giving final approval of materials developed by TBWB for distribution to the public, including, without limitation, informational fact sheets to be distributed at school sites and school functions, Client's website content related to the Tax Measure, PowerPoint presentations for school and community meetings, and mailers. Approval of mailers must be given in writing by the Superintendent or his or her designee. Approval of all other materials besides mailers may be given verbally or in writing by any authorized agent of Client.
7. Termination.
 - a. Client shall have the right to terminate this Agreement for any reason on five calendar days' written notice to TBWB. TBWB shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to Client. TBWB agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All Client data, documents, objects, materials or other tangible things shall be returned to Client upon the termination or expiration of this Agreement.
 - b. If Client terminates this Agreement due to no fault or failure of performance by TBWB, then TBWB shall be paid based on the work satisfactorily performed at the time of termination. In no event shall TBWB be entitled to receive more than the amount that would be paid to TBWB for the full performance of the services required by this Agreement.
 - c. Reimbursement for Payments to Vendors. Upon termination of this Agreement, Client shall pay TBWB on the termination date all amounts advanced by TBWB pursuant to Section 3.b that have not been paid by Client, including, but not limited to, any amounts owed to third party vendors retained by TBWB and any cancellation fees charged by such third party vendors.
 - d. Reimbursement of Expenses. Within thirty (30) days after termination of this Agreement, TBWB shall submit a final accounting of TBWB's expenses pursuant to Section 3.c, and within thirty (30) days thereafter, Client shall pay TBWB for all expenses incurred on behalf of Client.
8. Proprietary Rights and Licenses.

- a. All reports, documents or other written material ("written products" herein) developed by TBWB in the performance of this Agreement shall be and remain the property of Client without restriction or limitation upon its use or dissemination by Client. TBWB may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by TBWB.
 - b. TBWB represents and warrants that TBWB has the legal right to utilize all intellectual property TBWB will utilize in the performance of its obligations pursuant to this Agreement. TBWB further represents that TBWB shall ensure Client has the legal right to utilize all intellectual property involved in and/or resulting from TBWB's performance of this Agreement.
9. Compliance with Relevant Laws. Client agrees to comply, during the course of this Agreement, with all applicable Federal, State and Municipal laws, including any applicable public disclosure laws and any applicable laws governing the expenditure of public funds, and obtain the necessary legal, accounting, and other Services necessary to comply with all such laws. Client is solely responsible for determining whether the Services performed by TBWB under this Agreement constitute permissible informational activities or impermissible advocacy activities pursuant to applicable law. Client acknowledges that TBWB does not provide any guidance or advice in this regard and Client's legal counsel has final review and responsibility for compliance with all legal requirements.
10. Relationship Between the Parties. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any relationship other than an independent consulting relationship between Client and TBWB, or cause TBWB to be responsible in any manner for the debts and obligations of Client.
11. Attorneys' Fees. If either party retains counsel to represent that party in any controversy, dispute or claim arising out of or relating to this Agreement, including any claim for the purpose of enforcing, or preventing the breach of, any provision of this Agreement, obtaining damages by reason of any alleged breach of any provision of this Agreement, obtaining a declaration of such party's rights or obligations under this Agreement, or obtaining any other legal remedy (a "Dispute"), before an arbitrator or a court of competent jurisdiction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which the prevailing party may be entitled.
12. Limited Warranty. TBWB warrants that it shall perform the Services in a professional manner in accordance with commercially reasonable industry standards for similar services. TBWB makes no warranty, express or

implied, concerning the results of the Services, including, without limitation, the success of the Tax Measure. TBWB makes no warranty concerning, and is not responsible for, any services performed by third party pollsters. To the full extent permitted by law, all implied warranties are hereby excluded.

13. Choice of Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. Any claims, legal proceeding, or litigation arising in connection with this Agreement will be brought solely in the Santa Cruz County Superior Court, and the parties consent to the jurisdiction of that court.
14. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be addressed to the other party at the address set forth on the signature page of this Agreement. A notice shall be effective (i) upon personal delivery if given by hand delivery, (ii) the date of the completed transmission if given by facsimile, (iii) one business day after deposit, prepaid, with Federal Express or similar overnight delivery service for next business day delivery, or (iv) two business days after deposit with the United States Post Office, by registered or certified mail, postage prepaid. Each party may, by five days advance written notice to all other parties, specify any other address for the receipt of such notices.

Notices may be delivered to:

Santa Cruz Public Libraries
117 Union Street
Santa Cruz, CA 95060

TBWB Strategies
400 Montgomery Street, Suite 700
San Francisco, CA 94104

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and it supersedes and replaces any prior or contemporaneous understandings or agreements, whether written or oral, between the parties with respect to such subject matter. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.
16. Applicable Law. This Agreement and the rights of the parties shall be governed by and construed and enforced in accordance with the laws of the State of California.
17. Severability. In case one or more of the provisions contained in this Agreement, or any application of the provisions, shall be invalid, illegal or

unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement, and any other application thereof, shall not in any way be affected or impaired.

18. Captions for Convenience. The captions and headings in this Agreement are for convenience only and shall not be considered in interpreting any provision of this Agreement or in determining any of the rights or obligations of the parties to this Agreement.
19. Waiver and Amendment. No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach. This Agreement may be amended only by a written agreement executed by the parties hereto at the time of the modification.
20. Binding Effect. This Agreement shall be binding upon, and inure to the benefits of, the parties and their respective heirs, executors, administrators, successors and permitted assigns.
21. Counterparts; Facsimile Signature. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one Agreement. The parties agree that signatures on this Agreement transmitted via facsimile have the same force and effect, and are considered the same as, originals.
22. Insurance. Prior to the beginning of and throughout the duration of TBWB's performance of services as set forth in this Agreement, TBWB will obtain and maintain insurance in conformance with the requirements set forth below. TBWB will insure Client against claims for injuries or death to persons and damages to property which may arise from or in connection with the performance of the services hereunder and the results of those services by TBWB, its agents, representatives, employees, or subcontractors.
 - a. Certificate Requirements. TBWB must provide Client with an issued a Certificate of Insurance with the following minimum requirements:
 - i. Certificate(s) will show current policy number(s) and effective dates.
 - ii. Coverage and policy limits will meet, or exceed, requirements below.
 - iii. The Certificate Holder will be "PUBLIC FINANCE STRATEGIES LLC, DBA TBWB STRATEGIES".
 - iv. Certificate will be signed by an authorized representative.

- v. An endorsement will be provided to show Client, its officers, officials, employees, and volunteers as additional and primary insured.
- b. Minimum Scope and Limits of Insurance. TBWB acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage allowed. Client will be entitled to coverage for the highest limits maintained by TBWB. Coverage will be at least as broad as:
 - c. Professional Liability (Errors and Omissions): \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. TBWB will maintain insurance appropriate to TBWB's profession with a limit no less than one million dollars (\$1,000,000.00) per occurrence or claim and one million dollars (\$1,000,000.00) aggregate. Insurance must be maintained and evidence of insurance must be provided for at least five years after date of completion of the services provided hereunder. TBWB agrees to purchase an extended period coverage for a minimum of five years after completing the services rendered hereunder.
 - d. Commercial General Liability (CGL): \$1,000,000 (Including products and completed operations). Proof of coverage for one million dollars (\$1,000,000.00) 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 the services rendered hereunder or the general aggregate limit will be twice the required occurrence limit.
 - e. Automobile Liability: \$1,000,000. Proof of coverage for one million dollars (\$1,000,000.00) will be provided on ISO Form Number CA 00 01 covering any auto (Code 1), or, if TBWB has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.
 - f. 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.
 - g. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - i. Additional Insured Status. Client, its officers, officials, agents, representatives, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the services performed by or on behalf of TBWB, including

materials, parts, or equipment furnished in connection with such services. General liability coverage must be provided in the form of an endorsement to TBWB's 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).

- ii. **Primary Coverage.** For any claims related to this Agreement, TBWB's insurance coverage will be primary insurance as it respects Client, its officers, officials, agents, representatives, employees, and volunteers. Any insurance or self-insurance maintained by Client, its officers, officials, agents, representatives, employees, or volunteers will be in excess of TBWB's insurance and will not contribute with it.
- iii. **Notice of Cancellation.** Each insurance policy required above will provide that Client must be given 30 days' prior written notice of any coverage cancellation (10 days for non-payment).
- iv. **Waiver of Subrogation.** TBWB hereby grants to Client a waiver of any right to subrogation which any insurer of said TBWB may acquire against Client by virtue of the payment of any loss under such insurance. TBWB agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not Client 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 Client for all work performed by TBWB, its employees, agents, and subcontractors.
- v. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by Client. Client may, at its option, allow TBWB to purchase coverage with a lower deductible or retention, or require TBWB to provide a financial guarantee satisfactory to Client guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- vi. **Acceptability of Insurers.** Insurance must be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Client.
- vii. **Verification of Coverage.** TBWB will furnish the Client 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 the Client before work commences. However, failure

to obtain the required documents prior to the work beginning will not waive the TBWB's obligation to provide them. The Client 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 hereto have executed this Management Consulting Agreement as of the date first written above.

TBWB STRATEGIES

CLIENT

By: _____

By: _____

—
Jared Boigon
Member, Public Finance Strategies LLC

Janis O'Driscoll
Interim Director, Santa Cruz Public Libraries

Address for Notices:
400 Montgomery Street, Suite 700
San Francisco, CA 94104
jboigon@tbwb.com

Address for Notices:
117 Union Street
Santa Cruz, CA 95060
odriscollj@santacruzpl.org

**Exhibit 1
Schedule of Prices**

TO Santa Cruz Public Libraries
FROM TBWB
DATE November 16, 2015
RE Informational mailer pricing

Estimated quantity of all voter households:	75,000
11x17 or equivalent, 1 or 2-fold, 80# matte book	\$16,957
11x8.5 brochure, one-fold, 80#matte book	\$14,174
11x17 or equiv on 7 pt. stock with perforated tearoff reply card	\$21,485

*Pricing includes printing, labels, labeling, shipping
and sales tax. Actual price depends on actual quantity.*

Postage NOT included. Non-profit postage would be least expensive.

Exhibit 2
Client A/P Contact Information

To insure invoicing runs smoothly, please provide contact information for the agency A/P representative to whom we can send invoices. We will send the invoice to the contract signatory concurrently.

Accounts Payable Contact Information

Name: _____

Title: _____

E-mail Address: _____

Phone: _____

Fax: _____

SCPL INCIDENT LOG - 2014/2015

(Print 27th to 26th for LJPB Packet & Copy to DA Office sohara@cityofsantacruz.com)

Date	Location	Time	Patron's Name	Ref.#	Brief Description	Staff Involved		Steps Taken	Safety Action	Roving Guard Called	911 Called	Bld. Mtc. Called
						Selected	Staff Involved					
10/29/15	APT	10:40am	Female	APT 103	Staff observed the individual urinating on Library property. This patron has also been observed sleeping outside the Aptos library on more than one occasion and has been given multiple verbal warnings.	-	Heather Pereira, Cesar Gallardo	Patron was verbally advised not to urinate on Library property. She replied with "The library isn't open and I need to go"	NA	No	No	No
10/31/15	DTN	3pm	Male	DTN 121	Male patron was warned about sleeping in the library. On the second warning, the patron was ejected for the day . The patron became threatening, confrontational and screamed obscenities.	N	Mitchell Horton, David Sidle	The patron lunged at security who had to initiate defensive action. The patron left and stood across the street for approx. 20 minutes yelling threats and obscenities. A 3 month ban was imposed.	NA	Yes	No	No
11/09/15	GP	2:30pm	Adam Adams	GP 02	Patron was ejected for the day for being intoxicated.	N	Catherine Workman	Later in the day the patron was found sleeping on the ground in front of an ADA parking space. 911 was called. This patron was previously ejected on 6/19/15 for being intoxicated and causing a disturbance.	No	No	Yes	No
11/13/15	LO	5:00pm	Kellie Marie Richards	-	Patron was being disruptive in the internet computer area. Staff gave her a verbal warning. Shortly after the warning the patron became agitated, started cursing at patrons and being disruptive.	-	Lorena Lopez	Patron was asked to leave for the rest of the evening . Patron became emotional and apologetic, but eventually left the building after a few minutes.	NA	No	No	No

SCPL INCIDENT LOG - 2014/2015

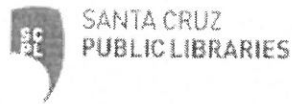
(Print 27th to 26th for LJPB Packet & Copy to DA Office sohara@cityofsantacruz.com)

Date		Location		Time		Patron's Name		Ref #		Brief Description		Staff Involved		Steps Taken		Safety Action		Roving Guard Called		Bid. Mtc. Called			
11/15/15	DTN	4:15pm	Robert Brunette	DTN	122	Patron was found attempting to climb underneath the computer he was using in order to tinker with the wires. He was asked to stop by the security guard.		Y		When the guard returned from break, he found the computer running a start up process. The patron stated that he restarted the computer. When asked to leave the computer area, he became verbally abusive saying "fuck you" to staff and being argumentative with security. He began staring at staff in a threatening manner. This is the second incident where this patron was found messing mess with the wiring of library computers.		Brandon Hunter, Mitchell Horton		A 7 day ban was imposed. Ban package served 11/18 by Chase McLelan in SV.		No		Yes		No		No	
11/18/15	GP	4:45pm	Rigel Flaherty	GP	003	A patron complained that Rigel was creating a disturbance by slapping the table and exhaling loudly while listening to music in the internet area. When the patron approached Rigel to ask if she could look around because she had left "something", behind. Regel responded in a rude manner.		-		Catherine Workman		When staff approached Rigel to ask if they could look around, Rigel became aggressive stating that staff was the only ones that had a problem with her. The patron continued with insulting language and left.		NA		No		No		No		No	

SCPL INCIDENT LOG - 2014/2015

(Print 27th to 26th for LJPB Packet & Copy to DA Office sohara@cityofsantacruz.com)

Date	Location	Time	Patron's Name	Ref #	Brief Description	Served	Staff Involved	Steps Taken	Safety Action	Roving Guard Called	911 Called	Bld. Mtc. Called
11/20/15	CAP	11:30am	Male	-	Male patron (caucasian, about 60 years old), claimed to be dissatisfied with a staff member's service.	-	Chantel VanPelt	The patron made disparaging comments toward staff before leaving. After he left other staff found that he had defaced the daily newspaper with racist comments.	NA	No	No	No



Helga Smith <smithh@santacruzpl.org>

Website Statistics for October 2015

1 message

Ann Young <younga@santacruzpl.org>

Mon, Nov 2, 2015 at 10:04 AM

To: Helga Smith <smithh@santacruzpl.org>, Kira Henifin <henifink@santacruzpl.org>, Diane Cowen <cowend@santacruzpl.org>, Janis O'Driscoll <odriscollj@santacruzpl.org>

Cc: Lynne Sansevero <sanseverol@santacruzpl.org>

Here is a breakdown for October:

Total visits: 115,445 (SCPL website: 73,938; SCPL Catalog: 41,507)

Total pageviews: 501,128 (SCPL website: 158,164; SCPL Catalog: 342,964)

The top content sources for the above pageview statistics are:

- SCPL Catalog - 342,964 pageviews
- SCPL homepage - 64,152 pageviews
- New Items - 14,193 pageviews
- Internet Resources (links to subscription databases) - 11,365 pageviews
- Branch pages - 10,978 pageviews
- Local history articles - 9,205 pageviews
- Kids page - 7,726 pageviews
- Local history photo gallery - 6,994 pageviews
- Community Information Database - 6,739 pageviews
- Ematerials (links to ebook, eaudio vendors) - 4,301 pageviews
- Library services - 2,895 pageviews
- Events calendar - 2,756 pageviews
- Sheet Music Database - 2,150 pageviews
- What's New - 2,003 pageviews
- Newspaper Clipping Index - 1,785 pageviews
- Local News Index - 1,771 pageviews
- Library Admin pages (LJPB agendas, audio files, etc.) - 1,291 pageviews
- SC County Endangered Species - 909 pageviews
- Contact Us - 865 pageviews
- Reader's Link (Staff pick book reviews, etc.) - 830 pageviews
- Site search - 739 pageviews
- Teen page - 615 pageviews
- Soundswell - 420 pageviews
- Magazines & Newspapers - 352 pageviews