

SANTA CRUZ • PUBLIC
LIBRARIES
A City County System

LIBRARY JOINT POWERS AUTHORITY BOARD

Monday, June 2, 2008 at 7:45 PM
Community Meeting Room
224 Church Street, Santa Cruz

NOTE: The Library Financing Authority will meet at 7:30 PM.

7:45 PM PUBLIC MEETING

1. ROLL CALL
2. APPROVE AGENDA
3. APPROVE MINUTES OF MAY 12, 2008
4. ORAL COMMUNICATIONS
5. CONSENT AGENDA

No Items

6. WRITTEN COMMUNICATIONS
7. REPORTS OF ADVISORY BODIES
8. MEMBER REPORTS
9. STAFF REPORTS
10. OTHER BUSINESS

- A. Approve Lease Agreement for 117 Union Street, Santa Cruz
- B. Conduct Public Hearing Re FY 2008-09 Operating Budget
- C. Review and Approve Resolutions Adopting FY 2008-09 Operating Budget, transferring and appropriating various trust fund revenues as follows:

Appropriating McCaskill Trust for Local History Funds

Library Headquarters and System Services
117 Union Street • Santa Cruz, California 95060 • (831) 420-5600

Appropriating McCaskill Trust for the Visually Impaired Funds
Appropriating Finkeldey Trust Funds
Appropriating Richardson Trust Funds

NOTE: Complete budget binders are included for Joint Powers Board members. May Draft revisions are on blue paper. Summary documents are included in the Agenda packet available to all others. A complete set of budget documents is available to the public on request.

11. NEXT MEETING TOPICS

The next meeting is scheduled for Monday, July 7, 2008. The Board will discuss a draft report from the Subcommittee revisions to the Library's Facilities Master Plan.

12. ADJOURN

The Library Joint Powers Authority Board will adjourn from the regularly scheduled meeting of June 2, 2008, to the next regularly scheduled meeting on July 7, 2008 at 7:30 p.m. in the Community Meeting Room of the Central Branch Library.

The Santa Cruz City-County Library System does not discriminate against persons with disabilities. Out of consideration for people with chemical sensitivities, the Library requests that you attend fragrance free. The Central Branch Library is a fully accessible facility. If you wish to attend this public meeting, and you will require special assistance such as sign language or other special devices in order to attend and participate, please call (831) 420-5600 or TDD: (831) 420-5733 seventy-two (72) hours prior to the event to make arrangements for assistance. Upon request, agendas for public meetings can be provided in a format to accommodate special needs.

SANTA CRUZ PUBLIC LIBRARIES
A CITY-COUNTY SYSTEM

LIBRARY JOINT POWERS BOARD

MINUTES

May 12, 2008

Central Branch Community Meeting Room
224 Church Street, Santa Cruz

7:30 PM PUBLIC MEETING

I. ROLL CALL

Present: Citizen Nancy Gerdt, Citizen Barbara Gorson, Councilmember Jim Reed,
Councilmember Cynthia Mathews, Citizen Leigh Poitinger, Councilmember Mike
Rotkin, Councilmember Michael Termini, Supervisor Jan Beautz

Absent: Supervisor Mark Stone

Excused:

Staff: Anne Turner, Director of Libraries
Susan Elgin, Assistant Director of Libraries

II. APPROVAL OF MEETING AGENDA OF MAY 12, 2008

Councilmember Mathews moved, seconded by Councilmember Rotkin

that the Board approve the agenda of May 12, 2008.

**UNAN
Absent: Stone**

III. APPROVE MINUTES OF APRIL 7, 2008

A. APPROVE MINUTES

Councilmember Rotkin moved, seconded by Citizenmember Gorson

that the Board approve the minutes of April 7, 2008.

**UNAN
Abstain: Mathews
Absent: Stone**

IV. ORAL COMMUNICATIONS

None

V. CONSENT AGENDA

A. Change Staffing at Scotts Valley Branch

Councilmember Rotkin moved, seconded by Councilmember Reed

That by motion the Library Joint Powers Authority Board approve staffing changes at the Scotts Valley Branch as follows: reduce a vacant full time Library Assistant Position from 40 hours per week to 30 hours per week, and add 10 hours per week to a Library Clerk position.

UNAN

Absent: Stone

VI. WRITTEN COMMUNICATIONS

None

VII. REPORTS OF ADVISORY BODIES

Sharon Skold, Secretary of the Friends of the Santa Cruz City-County Library System reported the following Friends' activities:

- Delegation attended the California Library Association Legislation Advocacy Day in Sacramento, CA on April 16, 2008
 - Met with Senator Simitian on SB 1516 "Public Library Construction and Renovation Act"
- Brunch for Store Volunteers
 - Store has increased book sales by 30% this year
- Co-sponsored two author talks at Central and Aptos
- Spring Civic Book Sale May 16th & 17th

Phyllis Tayler, FSCPL reported on behalf of the Felton Library Friends the following activities:

- 4th Annual San Lorenzo Valley Poetry Contest was a huge success
- Received a donation from Pat Verutti for \$2,500
- Set up tables for Measure R

VIII. MEMBER REPORTS

None

IX. STAFF REPORTS

The Director made the following reports:

- A. The headquarters move is in full swing.
 - The move is happening in stages because existing furniture and computers are being used in the new building.
- B. Live Oak Railing Replacement
 - Awaiting fiberglass railing estimate
- C. Councilmember Mathews reported on the Measure R campaign committee. The first postcard has gone out to absentee voters and will go out later to poll voters. Window signs are also available. The Friends' have been a large support to the campaign.

Campaign revised budget is \$88,000 down from \$95,000.

The stage of the campaign right now is to focus on community visibility.

Barbara Gorson has done a great job on campaign endorsements. The campaign consultant challenged the committee to get 1,000 endorsements by election day and the number is close to 900 right now.

Another thing that has been done is coordinating with a few of the candidates. There are three candidates that are carrying the Measure R flyer as they do their precinct work which is estimated to have reached 7,500 voters by pigging backing with these candidates.

Nancy Gerdt is coordinating the tabling in the valley. Dobie Jenkins is coordinating Watsonville. Carol Fuller and a paid student are coordinating everything else in between.

The committee is now focusing on sending letters to the newspaper editors expressing support for Measure R.

Jean Walton, patron, had a complaint regarding the Central Branch circulation staff with regard to conversation that should be discussed in private concerning work load. The Director and Central Branch Manager will investigate and inform Ms. Walton.

X. OTHER BUSINESS

- A. Revise Aptos Parking Lot Appropriation

Councilmember Rotkin moved, seconded by Councilmember Mathews

That by Resolution #2008-05 the Library Joint Powers Authority Board rescind its appropriation of \$300,000 in Reserve Funds for the Aptos Parking Lot expansion, and appropriate \$275,000 in Reserve Funds to the project with the following amendment.

AMENDMENT: The Board will approve appropriation now with the understanding that the board may substitute with monies from the Kemme Trust or other funds when the final budget is adopted.

**UNAN
Absent: Stone**

B. Consider Draft FY 2008-09 Budget

- Two errors that need to be corrected:
 1. Finance Department recommended a 3.24% increase for cost of living but in several places it was put in as 3.4% which came to a total of a \$40 difference
 2. Listed as a revenue source was the Greta Bell Estate for the Branciforte Branch Library. These monies were given to the Friends' of the Library where it was invested on behalf of the Branciforte Branch Library.
- Personnel Budget has seen a \$1.1 Million increase due to salary and benefit increases.
- Workers Compensation has gone down
- Supplies and Services budget
 1. Detail sheets for each budget line
- Capital Equipment
 1. Building Remodeling
 2. Office Furniture/Equipment
 3. Computer Equipment
- Leaves \$326,000 deficit which amounts to \$315,000 that the board needs to find money for because when the budget is reduced the amount paid to the City for it's services is reduced.
- Three ways to achieve eliminating this deficit:
 1. Three Personnel Actions
 - *eliminate superintendent of Facilities Maintenance (City)/Library share
 - *leave the Librarian III Lead Cataloger position unfilled until December when a new Technical Services Department Head is hired and can have the flexibility of reorganizing
 - *eliminate 2 Technical Services Library Clerks who would be reassigned within the system in vacant position for which they are qualified
 2. Supplies and Services
 - *save \$25,000 by reducing contingency funds in Building O&M
 3. Capital Equipment
 - *deferring projects

Citizenmember Poitinger would like to look at leaving the central railing replacement and Scotts Valley automatic front doors in the budget for safety reasons.

Councilmember Reed and Councilmember Rotkin are supportive of the proposed budget.

The Board would like the Director to bring back statistics on library usage during the end of the year holiday in order to help determine whether the library should shut down during this time period to help relieve the projected budget deficit.

XI. NEXT MEETING

June 2, 2008

The Board will hear public comment and consider and adopt a final budget for FY 2008-09.

XII. ADJOURN

The regular meeting adjourned at 8:45 p.m.

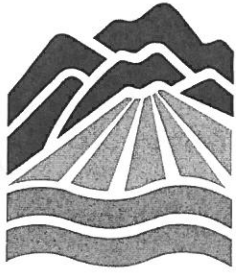
Respectfully submitted,

Sheila Fraser, Substitute Clerk of the Board

A handwritten signature in black ink, appearing to read "Kira Henifin", written in a cursive style.


Kira Henifin, Clerk of the Board

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



SANTA CRUZ • PUBLIC
LIBRARIES
A City County System

May 22, 2008

TO: LIBRARY JOINT POWERS AUTHORITY BOARD
FR: DIRECTOR OF LIBRARIES 
RE: 117 UNION STREET LEASE AGREEMENT

RECOMMENDATION: That the Library Joint Powers Authority Board adopt a resolution instructing the Director of Libraries to sign the attached lease agreement with the City of Santa Cruz for space at 117 Union Street, Santa Cruz.

DISCUSSION

Many months ago the Board approved the Library System moving its Administration and Technical Services Divisions, Public Services Management, and the Outreach Program to space at 117 Union Street.

The City of Santa Cruz purchased the building, which it is leasing to the Library System (67%) and the City Water Department (33%). The City has agreed to limit its rental charges to a proportionate share of the debt it incurred for the building, which will be retired at the end of thirty (30) years. After that point, no rent will be charged.

The City Attorney has developed the attached lease. It is for a period of fifty (50) years, and the tenant may extend the term for one additional thirty (30) year period.

Staff recommends that the Board approve instructing the Director to sign the lease.

JHQLEASE.

RESOLUTION NO. 2008-06

RESOLUTION OF THE SANTA CRUZ
LIBRARY JOINT POWERS AUTHORITY BOARD
APPROVING LEASE AGREEMENT FOR
SPACE AT 117 UNION STREET, SANTA CRUZ

WHEREAS, At its April 9, 2007 meeting the Library Joint Powers Authority Board adopted a motion instructing staff to develop a lease agreement for use of space at 212 Locust Street, now called 117 Union Street, and

WHEREAS, the Santa Cruz City Attorney has developed such a lease, which will commence on July 1, 2008; and

WHEREAS the terms of the lease are acceptable to the Library Joint Powers Board,

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

That the Library Joint Powers Authority Board instructs the Director of Libraries to sign the attached lease agreement with the City of Santa Cruz for 14,104 square feet of space at 117 Union Street, Santa Cruz.

PASSED AND ADOPTED this 2nd day of June 2008 by the following votes:

AYES: Board Member(s)

NOES: Board Member(s)

ABSENT: Board Member(s)

DISQUALIFIED: Board Member(s)

APPROVED

Attest: _____
Board Clerk

LEASE

THIS LEASE is made at Santa Cruz, California, as of the first day of July, 2008, between the City of Santa Cruz, a California Municipal Corporation ("Landlord") and the Santa Cruz City/County Library System, a California Joint Powers Authority (herein called "Tenant").

Section 1. Premises

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon the terms and conditions hereinafter set forth, a portion of that certain building known as the "Union/Locust Building", 117 Union Street, Santa Cruz, California. Specifically the Union/Locust Building is comprised of 21,845 square feet and Tenant is hereby leasing 14,104 square feet of the Union/Locust Building or sixty-seven percent (67%) of the entire Union/Locust Building (the leased portion of the Union/Locust Building is hereinafter referred to as "the Premises"). A diagram of the Union/Locust Building and the Premises is attached hereto as Exhibit A and incorporated herein by reference.

Section 2. Term

The term of this Lease shall be fifty (50) years and shall commence on July 1, 2008, and terminate on June 30, 2058. So long as Tenant is not in default under any of the provisions of this Lease, Tenant shall have the right to extend the term of this Lease for one (1) additional thirty (30) year period, said extended term being subject to the same terms and conditions contained in this Lease. Tenant shall exercise its right to extend the term of this Lease by giving Landlord written notice of its intent to extend at least 180 days but not earlier than 360 days prior to the expiration date of the initial term.

Section 3. Early Termination.

Tenant shall have the right to terminate this Lease without penalty or liability if Tenant's Joint Powers Authority Board of Directors reasonably determines that funding to operate Tenant's

City/County Library System is currently insufficient to operate that system and will remain insufficient to do so during the foreseeable future due to the loss or significant diminution of a revenue source upon which Tenant relies for operating funds such as the existing specially earmarked sales tax which, as of the date of this Lease, generates approximately fifty percent (50%) of the operating revenue for Tenant's Library System. Prior to exercising its early termination right conferred by this Section, Tenant shall meet with Landlord and make a good faith effort to renegotiate the terms of this Lease so as to obviate the need for early termination.

Section 4. Rent

Tenant shall pay to Landlord base rent in accordance with the monthly rent schedule attached hereto as Exhibit B. Rent shall be payable on the first day of each and every month thereafter. After fiscal year 2037 tenant shall not be required to pay rent.

Section 5. Charges to Tenant

In addition to the payment of rent, Tenant shall be responsible for and either pay for directly or pay to Landlord during the term of the Lease Tenant's pro-rata share of any and all real property taxes and assessments, insurance premiums and utility charges. Unless stated otherwise elsewhere in this Lease, Tenant's pro rata share of the real property taxes and assessments, insurance premiums and utility charges for the Union/Locust Building shall be sixty-seven percent (67%). If during the Lease term the square footage of the building leased by Tenant is adjusted, Tenant's pro rata share will be correspondingly adjusted. Where utilities are metered to the Premises and/or directly billed to Tenant, Tenant shall pay utility charges directly to the utility provider.

The charges made to Tenant pursuant to this Section shall be payable in advance on the first (1st) day of each month of the term of the Lease, including any extensions, due in an amount

equal to 1/12th of Tenant's percentage of the total charges reasonably estimated by Landlord to be payable during the calendar year in which such month falls. Tenant shall pay a prorated amount of Tenant's percentage of the charges for any partial month of this Lease. After the end of each calendar year, Landlord will give to Tenant a written statement of the actual charges during the preceding year. Within thirty (30) days after said statement is given, an adjustment will be made to reconcile the estimated charges with the actual charges. If the adjustment is in favor of Tenant, Landlord shall credit the sum against the next succeeding month's (or months') charges due from Tenant. If the adjustment is in favor of Landlord, Tenant shall pay said sum to Landlord within thirty (30) days from the date Tenant receives Landlord's written statement. Landlord's failure to submit a year-end reconciliation statement to Tenant shall not waive Landlord's right to subsequently submit such a statement for the relevant year; in any case, Tenant shall not be obligated to make payment on such statement until thirty (30) days after receipt of Landlord's submittal. Tenant shall have the right, at such reasonable time and place as Landlord may designate, to inspect and audit Landlord's books and records relating to the operation and maintenance of the Union/Locust Building, for the purpose of verifying Landlord's adjusted year-end statement of charges. Tenant may employ an independent public accounting firm to conduct the audit. The costs of the audit shall be paid by Tenant, unless the audit reveals that Tenant has been overcharged by five percent (5%) or more, in which case Landlord shall bear the costs of the audit.

Section 6. Use

The Premises are to be used for office purposes, i.e., system services, technical services and administrative services, including shipping and receiving. The business conducted by the Tenant on the Premises shall be of a character and nature that will not be detrimental to the value of the Union/Locust Building real property. No use shall be made or permitted to be

made of the Premises, nor acts done in or about the Premises, which will in any way conflict with any law, ordinance, rule or regulation affecting the occupancy or use of the Premises, including, but not limited to, laws or regulations relating to the accessibility or usability of the Premises by disabled persons, which are or may hereafter be enacted or promulgated by any public authority, or which will increase the existing rate of insurance upon the building or cause a cancellation or increase in cost of any insurance policy covering the building or any part thereof. Nor shall Tenant permit to be kept, or use in or about the Premises, any article which may be prohibited by the standard form of fire insurance policy. Tenant shall not commit, or suffer to be committed, any waste upon the Premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant on Landlord's property.

Section 7. Insurance

(a) Landlord shall maintain fire and casualty insurance on the Union/Locust Building throughout the term of this Lease. Tenant shall reimburse Landlord for its pro rata share of the cost of such insurance in accordance with the requirements of Section 5.

The parties hereby release each other, and their respective authorized representatives, from any and all claims or demands for damages, loss, expense or injury to any person or to the Premises, or to the improvements, fixtures and equipment, or personal property or other property of either Landlord or Tenant in, about or upon the Premises or adjoining property, as the case may be, which is caused by or results from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage or for which either party is legally self-insured.

Section 8. Taxes

Tenant shall pay, Tenant's pro rata share of any real property taxes levied by any governmental agency against Landlord's Real Property in accordance with the requirements of Section 5. If this Lease expires prior to the determination of the amount of such taxes and assessments for the last fiscal year in which the Lease expiration occurs, Tenant shall nevertheless promptly pay such percentage following proper notice from Landlord appropriately prorated for the portion of the Lease term that falls within such last fiscal year. Tenant shall be liable for all taxes levied against any personal property or trade fixtures placed by Tenant in or about the Premises. Tenant shall be responsible for payment of any business, gross receipts or similar tax or charge and any penalties and interest thereon imposed by any governmental agency as a result of Tenant's use of the Premises.

Section 9. Default

Each of the following shall be an Event of Default under this Lease:

- (a) Tenant's failure to make any payment required by the provisions of this Lease, when due;
- (b) Tenant's failure within thirty (30) days after written notice to correct any breach or default of the other covenants, terms, or conditions of this Lease;
- (c) Tenant's vacation, abandonment, or surrender of the Premises prior to the end of the Term; and
- (d) All or substantially all of Tenant's assets are placed in the hands of a receiver or trustee, and that receivership or trusteeship continues for a period of thirty (30) days, or Tenant makes an assignment for the benefit of creditors or is adjudicated to be bankrupt, or Tenant institutes any proceedings under any state or federal bankruptcy act by which Tenant seeks to be adjudicated to be bankrupt or seeks to be discharged of debts, or any involuntary proceeding

is filed against Tenant under any bankruptcy laws, and Tenant consents or acquiesces by pleading or default.

Section 10. Remedies

In the event of any material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach, terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including, but not limited to expenses of reletting, reasonable attorney's fees, and any real estate commission actually paid. In addition Landlord shall be entitled to recover the amount by which the unpaid rent for the balance of the Lease term exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided. Unpaid installments of rent or other sums shall bear interest from the date due at the rate of ten percent (10%) per annum. In the event Tenant abandons the Premises, Landlord shall have the option of retaking possession of the Premises and recovering from Tenant the amount specified in this Section or pursuing any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of California.

Section 11. Maintenance and Repairs

Tenant acknowledges that the Premises are in good and safe condition and agrees to maintain the Premises in good and safe condition, including (without limitation) all interior surfaces of walls, windows, plate glass, doors, floors, and ceilings, and all fixtures or equipment installed by Tenant. Tenant agrees to make, at tenant's sole cost and expense, all

non-structural repairs to the interior of the Premises (e.g., leaking faucets, backed-up toilets, faulty light fixtures), and all repairs necessitated by Tenant's negligence or intentional conduct. Tenant promises to surrender the Premises at termination of this Lease in the same condition as received, except for normal wear and tear and changes authorized by Landlord. In addition, with reference to major capital repairs or improvements necessary to benefit or maintain the entire Union/Locust Building such as roof or HVAC system repair or replacement (but excluding repair or replacement of the building's photovoltaic solar energy system for which Landlord shall be solely responsible) Tenant will contribute to any such repair or replacement on a pro rata basis using the contribution percentage then in effect pursuant to Section 5 of this Lease or another percentage negotiated by the Landlord and Tenant at the time of repair or replacement. Tenant hereby waives the provisions of Sections 1941 and 1942 of the Civil Code of California and all rights to make repairs at the expense of Landlord as provided in Section 1942, or any other applicable law.

Section 12. Alterations

Tenant shall not make any alterations, additions, or improvements to the Premises without the prior written consent of Landlord.

Section 13. Fixtures and Equipment

Tenant may install and maintain its trade fixtures on the Premises, provided that such fixtures, by reason of the manner in which they are affixed, do not become an integral part of the building or Premises. All Tenant's work shall be undertaken and completed in a good and workmanlike manner, and Tenant shall obtain all necessary governmental permits, licenses and approvals with respect thereto and shall fully comply with all governmental statutes, ordinances, rules and regulations pertaining thereto including, but not limited to, laws or regulations relating to the accessibility or usability of the Premises for disabled persons.

Tenant, if not in default hereunder, may at any time or from time to time during the term hereof, or upon the expiration or termination of this Lease, alter or remove any such trade fixtures so installed by Tenant, and any damage to the Premises caused by such installation, alteration or removal of such trade fixtures shall be promptly repaired by Tenant at the expense of Tenant. If not so removed by Tenant within fifteen (15) days of the expiration or sooner termination of this Lease, said trade fixtures shall, at Landlord's option, become the property of Landlord, or Landlord, at its option, may remove said trade fixtures and any damage to the Premises caused by such installation, alteration or removal of such trade fixtures and the cost of such removal shall be paid by Tenant to Landlord upon demand.

Section 14. Estoppel Certificate

At any time within ten (10) days after request by Landlord, Tenant shall execute, acknowledge, and deliver to Landlord, without charge, a written statement certifying that this Lease is unmodified and in full force, or if there have been modifications, that it is in full force as modified. The statement shall also contain the date of commencement of this Lease, the dates to which the rent and any other charges have been paid in advance, and any other information Landlord reasonably requests. It is acknowledged by Tenant that any statement is intended to be delivered by Landlord to and relied upon by prospective purchasers, mortgagees, and deed of trust beneficiaries.

Section 15. Severability

The invalidity of any portion of this Lease shall not affect the remainder, and any invalid portion shall be deemed rewritten to make it valid so as to carry out as near as possible the expressed intention of the parties.

Section 16. Assignment or Subletting Prohibited

Landlord and Tenant acknowledge that the circumstances under which they are entering into this Lease are unique and that the key Lease terms, including but not limited to the rent term which authorizes the cessation of rent payments long before expiration of the Lease term and extension conclude, are not Lease terms that either party would agree to in a standard commercial lease agreement. Accordingly but for the nature of the relationship between Landlord and Tenant, i.e. both public entities charged with the obligation to deliver municipal and library services to their joint constituencies in an economically prudent and efficient manner, Landlord would not have entered into a lease agreement of this type with a party other than Tenant. Accordingly, Tenant agrees that under no circumstances shall it assign this Lease to a third party or sublet all or a portion of the Premises to a third party. If for any reason Tenant should terminate this Lease during the Lease term or any extension, this Lease, as of the date of termination, shall be deemed surrendered and Landlord shall have the right to immediately resume possession of the Premises and, in the exercise of its discretion, enter into a new lease agreement for the Premises with a third party of its choosing.

Section 17. Entry

Landlord reserves the right to enter the Premises at reasonable times upon reasonable notice to carry out any building management or business purpose in or about the building, without any abatement of rent. This shall include the right to enter the Premises for the purpose of showing prospective tenants the space. Additionally, Landlord reserves the right to enter the Premises at any time in the case of an emergency.

Section 18. Holding Over

This Lease shall terminate without further notice at the expiration of the Lease term. Any holding over shall not constitute a renewal or extension. If Tenant holds over after the term of this Lease, with the express or implied consent of Landlord, such tenancy shall be from month-to-month only and shall be at a monthly rent of \$12,000 indexed upward from July 1, 2008 by the Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area.

Section 19. Destruction and Condemnation

(a) In the event the Union/Locust Building or the Premises, shall be damaged by fire, earthquake, the elements or other casualty and that the cause of said damage is covered by insurance so that the damage thereto is such that the Premises or the building may be repaired, reconstructed or restored within a period of one hundred twenty (120) days, Landlord shall promptly commence the work of repair, reconstruction and restoration, and shall diligently prosecute the same to completion. During this period of time, this Lease shall continue in full force and effect. If insurance proceeds are not sufficient to fully pay for the repairs, reconstruction or restoration, Landlord shall notify Tenant in writing of same and Tenant shall have the option to pay its pro rata share the cost of said repairs, reconstruction or restoration over and above the available insurance proceeds. Tenant hereby waives any rights it may have under sections 1932.2 and 1933.4 of the Civil Code.

(b) If the Premises are condemned or transferred in lieu of condemnation during the term of the Lease, this Lease shall automatically terminate. In any taking or transfer, Tenant shall not be entitled to share in any portion of the award, and Tenant expressly waives any right or claim to any part of the award. Tenant shall, however, have the right to claim and recover, from the condemning authority only, but not from Landlord, any amounts necessary to

reimburse Tenant for the cost of removing stock and fixtures and any amounts necessary to relocate Tenant.

(c) If a portion of the Premises is condemned or transferred in lieu of condemnation during the term of the Lease, this Lease shall continue in full force and effect with a proportionate reduction in rent; provided, however, Tenant shall be entitled to terminate this Lease by giving written notice to Landlord within thirty (30) days of the taking or transfer if the taking or transfer will materially impact Tenant's ability to conduct its business on the Premises.

Section 20. Indemnity

Tenant agrees to and shall defend and indemnify Landlord against all claims, liability (including without limitation, active or passive negligence), loss and expense by reason of injury to person or property, or both, including, without limitation, injury to the person or property of Tenant, its agents, officers, employees, licensees or invitees arising out of the condition of the Premises or any portion thereof over which Tenant has control and a duty to repair and maintain under the terms of this Lease; provided, however, that this covenant shall not apply to injury to person or property resulting from acts of Landlord, its agents or employees while in or on the Premises. Landlord shall hold Tenant harmless from all damages arising out of acts of Landlord, its agents or employees while in or about the Premises, or arising out of any obligation that Landlord has under this Lease. A party's obligation to indemnify under this paragraph shall be limited to the sum that exceeds that amount of insurance proceeds received by the party being indemnified.

Section 21. Landlord's Right to Perform for Tenant

If Tenant fails to perform any obligation under this Lease, Landlord shall be entitled to make reasonable expenditures to cause proper performance on Tenant's behalf and at Tenant's expense, and Tenant promises to reimburse Landlord for any expenditures within ten (10)

days after written notice from Landlord requesting reimbursement. Failure of Tenant to make the reimbursement shall be deemed to be a default of the same type as a failure to pay an installment of rent when due. All obligations of Tenant to pay money are payable without abatement, deduction, or offset of any kind.

Section 22. Notices

Any notice required to be given pursuant to this Agreement shall be given in writing to the other party and delivered either personally, sent by overnight courier, sent by facsimile transmission (with the original forwarded by other method) or by depositing the same in the United States postal service, registered or certified mail, return receipt requested, with the postage prepaid, addressed to the parties as follows:

If to Landlord:

City of Santa Cruz
Attention: City Manager
809 Center Street
Santa Cruz, CA 95060

If to Tenant:

Santa Cruz City/County Library System
Attention: Director of Libraries
117 Union Street
Santa Cruz, CA 95060

Any notice delivered by mail shall be deemed delivered forty-eight (48) hours after deposit in the United States postal service mail. The address to which any notice is to be delivered may be changed by either party through compliance with the provisions of this paragraph.

Section 23. Attorney Fees

In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, a reasonable attorney's fee to be fixed by the Court. The "prevailing party" shall be the party

who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to recover its costs or attorney's fees.

Section 24. Titles

The titles or headings to paragraphs shall have no effect on interpretation of provisions.

Section 25. Successors

The provisions of this Lease shall apply to and bind the heirs, successors, and assigns of the parties.

Section 26. Waiver

The failure of Landlord to enforce any provision of this Lease, no matter how frequently or for how long said failure to enforce continues, shall not be deemed a waiver for any purpose.

Section 27. Entire Agreement

This Lease shall constitute the entire agreement of the parties, and may be modified only by a writing signed by the parties.

Section 28. Time of the Essence

Time is of the essence in the performance of Tenant's obligations under this Lease.

Section 29. Subordination

Tenant agrees that this Lease shall be subject to any mortgage, trust deed or like encumbrance heretofore or hereafter placed upon said Premises by Landlord or its successors in interest to secure the payments of monies loaned, interest thereon and other obligations. Tenant also agrees to promptly execute and deliver to Landlord from time to time, as requested by Landlord, an offset statement or estoppel certificate containing such

facts as are within the knowledge of or are available to Tenant pertaining to this Lease, as a purchaser of the leased property or a lender may reasonably require if said statement is prepared for signing by Landlord. Failure to deliver the executed offset statement or estoppel certificate to Landlord within ten (10) days from receipt of same, shall be conclusive upon Tenant for the benefit of the party requesting the statement or certificate, or his successor, that this Lease is in full force and effect and has not been modified except as may be represented by Landlord in the statement or certificate delivered to Tenant.

Section 30. Hazardous Materials

(a) As used in this Lease, the term "hazardous materials" shall mean any substance or material which has been determined by the State of California, the federal government, the City of Santa Cruz, or any agency of said governments, to be capable of posing a risk of injury to health, safety and property including, but not limited to, all of those materials and substances designated as hazardous or toxic by the Environmental Protection Agency, the California Water Quality Control Board, the U. S. Department of Labor, the California Department of Industrial Relations, the Department of Transportation, the Department of Agriculture, the Consumer Products Safety Commission, the Department of Health, Education & Welfare, the Food & Drug Administration or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment. Without limiting the generality of the foregoing, the term "hazardous materials" shall include all of those materials and substances defined as "toxic materials" in Sections 66680 through 66685 of Title 22 of the California Administrative Code, Division 4, Chapter 30, as the same may be amended from time to time.

(b) Tenant shall promptly comply with all laws related to hazardous materials, including any and all required monitoring and record keeping, and any orders of a governmental authority

requiring the cleanup and removal of hazardous materials from the Premises. If the Premises, or any part thereof (including the soil, surface water, ground water or the air in or about the Premises), becomes contaminated by any hazardous material through any act or omission of Tenant, its agents, employees, or invitees, Tenant shall promptly at its sole cost take all action necessary to clean up and remove such contamination and restore the Premises to the condition existing immediately prior to the existence of such hazardous material in or about the Premises. Tenant's obligations under this paragraph shall survive Lease termination. Tenant shall immediately notify Landlord in writing if Tenant causes or permits any hazardous material to be used or kept in or about the Premises or knows or has reasonable cause to believe that any hazardous material has come to be located in or about the Premises or discovers the existence of any hazardous material in or about the Premises. Tenant shall be solely responsible for the cost of any required cleanup and removal of hazardous materials and/or toxic wastes which have been placed or left upon the Premises by Tenant after the date of execution of this Lease.

(c) Tenant shall indemnify Landlord and Landlord's successors and assigns against and hold them harmless from any and all claims, demands, liabilities, damages, including punitive damages, costs and expense, including reasonable attorney's fees made by a federal, state or local governmental agency arising out of or in any way connected with the environmental condition of the Premises through any act or omission of Tenant, its agents, employees, or invitees, including, but not limited to, claims for additional cleanup of the Premises.

Section 31. Governing Law

This Lease shall be governed by and construed in accordance with California law.

Section 32. Liens

Tenant shall keep the Premises and building and the property on which the Premises are situated, free of any liens arising out of work performed, materials furnished or obligations incurred by Tenant. Tenant shall indemnify, hold harmless, and defend Landlord from any claims, liens, attachments, encumbrances and work performed or materials furnished by or at the direction of Tenant relating to the Premises.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the date first written above.

Landlord:

City of Santa Cruz
A California Municipal Corporation

Tenant:

Santa Cruz City/County Library System,
A California Joint Powers Authority

By: Richard C. Wilson, City Manager

By: Anne Turner, Director of Libraries

Approved as to Form:

John G. Barisone, City Attorney

Debt Schedule for Union Locust

Fiscal Year	Total Debt Service	Capitalized Interest	Lease Payments		
			Water 1/3	Library 2/3	Monthly
2008	162,113.33	162,113.33			
2009 Interest	151,981.25	75,990.63	25,304.88	50,662.95	
2009	276,981.25		92,234.76	184,663.40	
Total for FY 09	428,962.50	75,990.63	117,539.63	235,326.35	19,610.53
2010	428,962.50		142,844.51	285,989.30	23,832.44
2011	428,762.50		142,777.91	285,855.96	23,821.33
2012	428,362.50		142,644.71	285,589.28	23,799.11
2013	427,762.50		142,444.91	285,189.26	23,765.77
2014	426,962.25		142,178.43	284,655.73	23,721.31
2015	425,962.50		141,845.51	283,989.20	23,665.77
2016	429,762.50		143,110.91	286,522.66	23,876.89
2017	428,162.50		142,578.11	285,455.94	23,787.99
2018	426,362.50		141,978.71	284,255.88	23,687.99
2019	429,362.50		142,977.71	286,255.98	23,854.66
2020	426,962.50		142,178.51	284,655.90	23,721.32
2021	429,362.50		142,977.71	286,255.98	23,854.66
2022	426,362.50		141,978.71	284,255.88	23,687.99
2023	428,162.50		142,578.11	285,455.94	23,787.99
2024	429,293.76		142,954.82	286,210.15	23,850.85
2025	425,012.50		141,529.16	283,355.83	23,612.99
2026	425,525.00		141,699.83	283,697.52	23,641.46
2027	425,325.00		141,633.23	283,564.18	23,630.35
2028	424,700.00		141,425.10	283,147.49	23,595.62
2029	428,650.00		142,740.45	285,780.96	23,815.08
2030	426,275.00		141,949.58	284,197.54	23,683.13
2031	428,450.00		142,673.85	285,647.62	23,803.97
2032	424,950.00		141,508.35	283,314.17	23,609.51
2033	466,000.00		155,178.00	310,682.20	25,890.18
2034	462,750.00		154,095.75	308,515.43	25,709.62
2035	468,750.00		156,093.75	312,515.63	26,042.97
2036	468,500.00		156,010.50	312,348.95	26,029.08
2037	467,250.00		155,594.25	311,515.58	25,959.63
	12,753,781.84				
5/16/2008					

RESOLUTION NO. 2008-07

RESOLUTION OF THE SANTA CRUZ
LIBRARY JOINT POWERS AUTHORITY BOARD
ADOPTING A BUDGET FOR THE FISCAL YEAR 2008-09

BE IT RESOLVED, by the Library Joint Powers Authority Board that the Budget of the Santa Cruz City-County Library System for the fiscal year 2008-2009, as proposed in various documents here listed and on file with the Clerk of the Board, is hereby adopted by the Board:

FY 2008-09 REVENUE VS. EXPENSE SUMMARY
FY 2008-09 PERSONNEL BUDGET
FY 2008-09 SUPPLIES AND SERVICES BUDGET
FY 2008-09 CAPITAL PROJECTS AND EQUIPMENT BUDGET
FY 2008-09 BUDGET CUTS LIST

PASSED AND ADOPTED this 2nd Day of June 2008 by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED: Board Member

APPROVED _____
Chair

Attest: _____
Board Clerk

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05/28/08

RESOLUTION NO. 2008-08

RESOLUTION OF THE SANTA CRUZ
LIBRARY JOINT POWERS AUTHORITY BOARD
TRANSFERRING AND APPROPRIATING FUNDS FROM
THE MCCASKILL TRUST FOR LOCAL HISTORY

WHEREAS, the Santa Cruz Library Joint Powers Board wishes to provide local history materials that support the Library's collections in this subject area, and

WHEREAS, the Board also wishes to provide sufficient shelving in the Central Branch Californiana Room for the collection, and

WHEREAS, monies from the McCaskill Trust for Local History are available for this purpose,

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

That \$5,000 in accrued McCaskill Trust for Local History income be transferred and appropriated to the FY 2008-09 Budget for the purchase of library materials for this purpose, and

That \$14,107 in accrued McCaskill Trust for Local History income be transferred and appropriated to the FY 2008-09 Budget for the purchase of shelving units for this purpose.

PASSED AND ADOPTED this 2nd day of June 2008 by the following votes:

AYES: Board Member(s)

NOES: Board Member(s)

ABSENT: Board Member(s)

DISQUALIFIED: Board Member(s)

APPROVED _____
Chair

Attest: _____
Board Clerk

RESOLUTION NO. 2008-09

RESOLUTION OF THE SANTA CRUZ
LIBRARY JOINT POWERS AUTHORITY BOARD
TRANSFERRING AND APPROPRIATING FUNDS FROM
THE MCCASKILL TRUST FOR THE VISUALLY IMPAIRED

WHEREAS, the Santa Cruz Library Joint Powers Board wishes to provide library materials that meet the information needs of people with visual impairments, and

WHEREAS, monies from the McCaskill Trust for the Visually Impaired are available for this purpose,

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

That \$6,300 in accrued McCaskill Trust for the Visually Impaired income be transferred and appropriated to the FY 2008-09 Budget for the purchase of library materials for this purpose.

PASSED AND ADOPTED this 2nd day of June 2008 by the following votes:

AYES: Board Member(s)

NOES: Board Member(s)

ABSENT: Board Member(s)

DISQUALIFIED: Board Member(s)

APPROVED _____
Chair

Attest: _____
Board Clerk

RESOLUTION NO. 2008-10

RESOLUTION OF THE SANTA CRUZ
LIBRARY JOINT POWERS AUTHORITY BOARD
TRANSFERRING AND APPROPRIATING FUNDS FROM
THE FINKELDEY TRUST

WHEREAS, the Santa Cruz Library Joint Powers Board wishes to provide musical materials that support the Library's collection in this subject area, and

WHEREAS, monies from the Finkeldey Trust are available for this purpose,

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

That \$755 in anticipated interest income from the Finkeldey Trust be transferred and appropriated to the FY 2008-09 Budget for the purchase of library music materials.

PASSED AND ADOPTED this 2nd day of June 2008 by the following votes:

AYES: Board Member(s)

NOES: Board Member(s)

ABSENT: Board Member(s)

DISQUALIFIED: Board Member(s)

APPROVED _____
Chair

Attest: _____
Board Clerk

RESOLUTION NO. 2008-11

RESOLUTION OF THE SANTA CRUZ
LIBRARY JOINT POWERS AUTHORITY BOARD
TRANSFERRING AND APPROPRIATING FUNDS FROM
THE RICHARDSON TRUST

WHEREAS, the Santa Cruz Library Joint Powers Board wishes to provide book materials that support library users' need for information, and

WHEREAS, monies from the Richardson Trust are available for this purpose,

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

That \$20,000 in income from the Richardson Trust be transferred and appropriated to the FY 2008-09 Budget for the purchase of library materials that meet the criteria established for the Trust.

PASSED AND ADOPTED this 2nd day of June 2008 by the following votes:

AYES: Board Member(s)

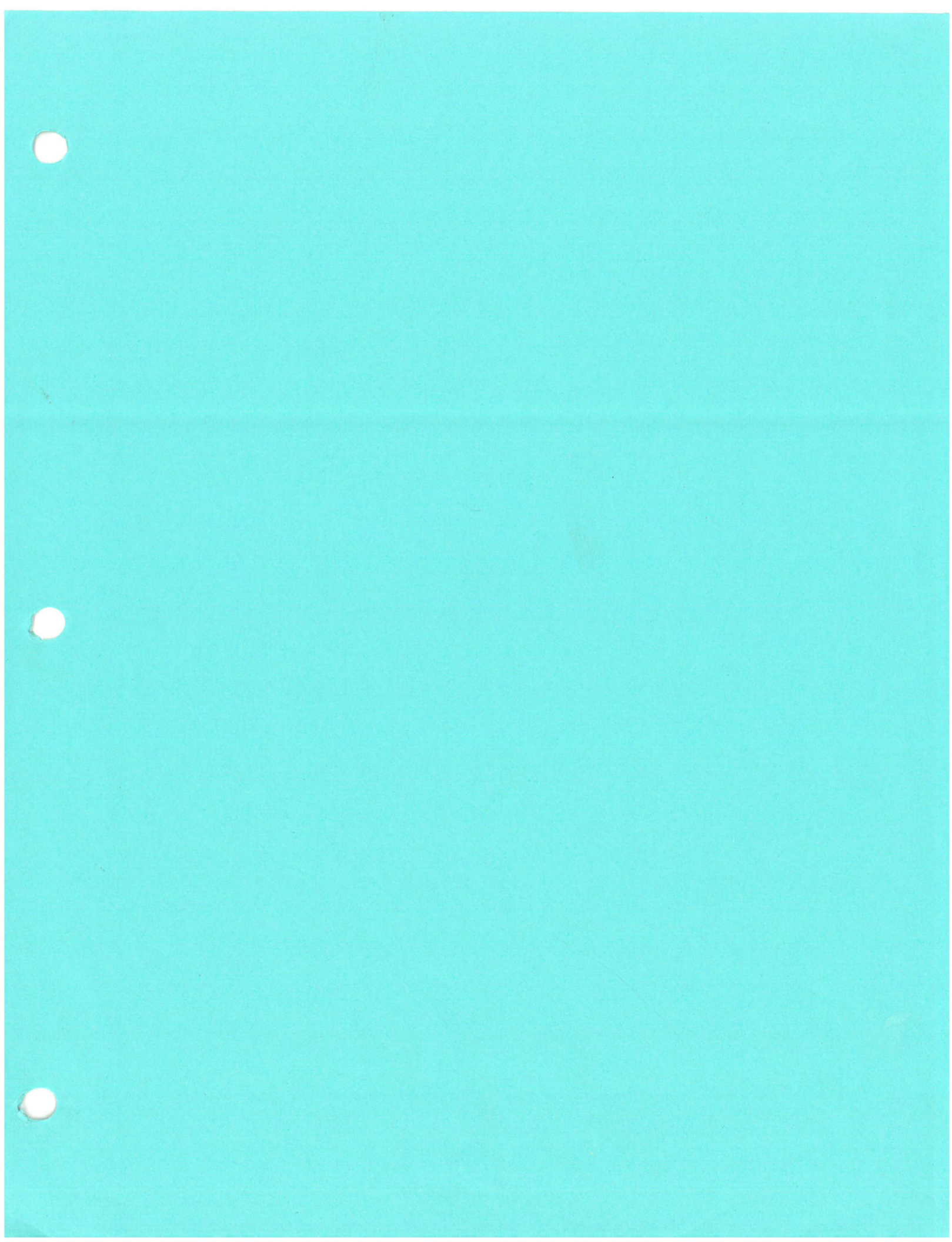
NOES: Board Member(s)

ABSENT: Board Member(s)

DISQUALIFIED: Board Member(s)

APPROVED _____
Chair

Attest: _____
Board Clerk





SANTA CRUZ • PUBLIC
LIBRARIES
A City County System

May 28, 2008

TO: LIBRARY JOINT POWERS AUTHORITY BOARD
FR: DIRECTOR OF LIBRARIES
RE: FY 2008-09 OPERATING BUDGET

RECOMMENDATION: That the Library Joint Powers Authority Board approve resolutions adopting a FY 2008-09 operating budget and appropriating and transferring trust and other funds for this purpose.

NOTE: REPLACEMENT PAGES IN THE BUDGET DOCUMENTS ARE BLUE

DISCUSSION

At its May meeting the Board generally approved my strategy for meeting the \$315,000 anticipated deficit to balance the budget: holding a position vacant, eliminating two positions and moving staff to other vacancies, cutting the Building O&M and Materials budgets, and eliminating all capital projects except those with outside funding sources (i.e. Aptos, Branciforte, and Central). But there were some changes that reduced the actual savings, which are described below.

By late May the deficit target had risen to about \$450,000 due to corrections of Finance Department figures, set asides for the coming fiscal year, and changes in the revenue estimates. See Table I.

To meet the new target I am proposing that we save \$334,144 in personnel costs, \$26,519 in Supplies & Services, and \$80,844 in Capital Equipment.

The Board also requested that I investigate potential savings if the Library System participated in the City of Santa Cruz holiday closure program. I am now recommending that we close the Library System for a nine day period in December. See below for information about this option.

PERSONNEL CUTS (see Table V)

May Proposal: Leave the Librarian III Lead Cataloger position vacant, and eliminate two Library Clerk positions in Technical Services. The incumbent employees would be moved to other vacant positions.

Revised Proposal:

Also Reduce the Substitute and Page Budgets as follows:

Reduce Library Clerk Subs by 2,322 hours, saving \$36,850.

How the reduction would be allocated among the Branches has not yet been decided. Circulation, number of hours used this year, and other measures will be considered.

Reduce Librarian I/II Subs by 1,708 hours, saving \$37,610.

All the reduction would be made at the Central Branch, where I believe there is enough reference staffing to cover.

Reduce Page hours by 1,500 hours, saving \$17,040.

How the reduction would be allocated among the Branches has not yet been decided. Circulation, number of hours used this year, and other measures will be considered.

Close the Library System from December 23rd through January 1st.

The City of Santa Cruz plans to close from Tuesday, December 23rd through Thursday, January 1st, furloughing employees on a voluntary basis. Two of the days are full holidays, and one is a half holiday. The Library could close for the same period, and achieve needed savings.

Staff looked at library checkouts during the last two weeks in December in 2006 and 2007. Of course use was low on Christmas and New Year's Eve, but generally, we found checkouts to be roughly the same as at other times of the year.

Understanding that the City's furlough program is voluntary, we also asked the City Finance Department what its experience has been with employees taking leave without pay versus regular vacation. The leave without pay figure is about 18%.

So the Finance Department predicts that if all library employees participated in the furlough for one week without pay \$251,000 would be saved. At 18% of all

regular employees, the figure would be \$45,180, \$37,650 at 15%, of \$25,100 at 10%. In addition we would save the cost of substitutes and Pages at roughly \$10,500.

Closing for nine days, Tuesday, December 23th though Thursday, January 1st, could save \$55,680; \$45,180 for regular staff leave without pay and \$10,500 for the Pages and subs.

SUPPLIES AND SERVICES

I had originally proposed that we cut the contingencies fund in Building Operations and Maintenance from \$50,000 to \$25,000. But this made me very nervous, since we habitually go over budget with building emergencies. I was validated in this shortly after the Board met, when I learned that both the Garfield Park and Central Branch sidewalks were throwing up concrete, and should be repaired. So I left the contingency fund at \$25,000, but added \$20,000 for sidewalk repairs.

The Library Materials budget is now proposed at \$1,022,000, which is \$12,832 less than the original budget proposal. This amount is only \$4,008 more than the budget for the current fiscal year.

In addition, \$2,187 has been saved in the Library Functional Supplies line (pp 40-41) by eliminating certain "Equipment under \$25,000" requests.

CAPITAL EQUIPMENT

I originally proposed eliminating all Building Remodeling Projects, which included new carpet for the Aptos Meeting Room, a fix on the Central Branch stairway, and improvements to the entrance door at Scotts Valley. Aptos and Central are still out (saving \$9,986), but the Board wanted to keep the Scotts Valley door change, and I agree.

I have eliminated most shelving and furniture requests that would be paid out of non-gift money: projects at Boulder Creek and Central. A \$954 project at Scotts Valley to improve the teen area has been left in. The Aptos and Central Californiana projects are still in the budget because they will be paid from Trust income. However, the Board has indicated that it may wish to delay approval of the Aptos one until we know the exact cost of the Aptos Parking Lot expansion.

TABLE III
FY 2008-09 SUPPLIES & SERVICES -- DRAFT

	3510 ADMIN SERVICES						3515 FACILITIES MANAGEMENT		3520 TECHNICAL SERVICES		3530 PUBLIC SERVICES		TOTALS	
	2007-08		2008-09		2007-08	2008-09	2007-08	2008-09	2007-08	2008-09	2007-08	2008-09	2007-08	2008-09
	\$		\$		\$		\$		\$		\$		\$	
52131	Claims Management	\$ 14,000	14,000										\$ 14,000	\$ 14,000
52135	Prof Serv Fiscal	\$ 6,381	6,598										\$ 6,381	\$ 6,598
52199	Prof Serv Other	\$ 28,500	12,500					\$ 35,000	15,000				\$ 63,500	\$ 27,500
52201	Water/Sewer/Refuse			\$ 60,468	65,083								\$ 60,468	\$ 65,083
52211	Janitorial Services			\$ 179,729	185,928								\$ 179,729	\$ 185,928
52223	Vehicle O&M Inside			\$ 40,000	41,360								\$ 40,000	\$ 41,360
52240	Office Equip O&M	\$ 5,180	5,386										\$ 5,180	\$ 5,386
52244	Other Equip O&M	\$ 3,850	3,850										\$ 3,850	\$ 3,850
52246	Building O&M			\$ 154,282	142,052								\$ 154,282	\$ 142,052
52247	Landscape Maint Ser			\$ 36,005	32,525								\$ 36,005	\$ 32,525
52248	Software Maint. Serv					\$ 69,253	60,153						\$ 69,253	\$ 60,153
52249	Hardware Maint Serv					\$ 18,454	44,700						\$ 18,454	\$ 44,700
52261	Bldg/Equip Rental			\$ 352,946	358,552								\$ 352,946	\$ 358,552
52302	Travel	\$ 3,000	3,097	\$ 650	683			\$ 1,300	1,365	\$ 2,800	\$ 2,915		\$ 7,750	\$ 8,060
52304	Training	\$ 19,715	17,590										\$ 19,715	\$ 17,590
	LSTA ELF Grant	\$ 22,286											\$ 22,286	\$ -
52306	LSTA Tuition Grant	\$ 10,760											\$ 10,760	\$ -
52402	Telecomm-Internal	\$ 74,667	75,890										\$ 74,667	\$ 75,890
52403	Telecomm-Outside	\$ 33,652	34,796					\$ 106,260	60,067				\$ 139,912	\$ 94,863
52932	Insurance-Internal			\$ 27,659	33,000								\$ 27,659	\$ 33,000
52933	Insurance-Outside	\$ 20,280	20,970	\$ 47,906	49,535								\$ 68,186	\$ 70,505
52960	Advertising	\$ 1,000	2,000										\$ 1,000	\$ 2,000
52961	Dues/Memberships	\$ 9,547	9,856										\$ 9,547	\$ 9,856
52972	Printing-Outside	\$ 6,000	6,000					\$ 11,000	12,000	\$ 10,000	\$ 10,000		\$ 27,000	\$ 28,000
52973	Moving Costs	\$ 250,000											\$ 250,000	\$ -
53101	Postage	\$ 21,000	21,680										\$ 21,000	\$ 21,680
53102	Office Supplies	\$ 17,500	18,067										\$ 17,500	\$ 18,067
53106	Books/Periodicals													
53108	Safety Cloth/Equip			\$ 3,670	3,789					\$ 1,017,992	\$ 1,022,000	\$ 1,017,992	\$ 1,022,000	
53109	Copier Supplies									\$ 6,948	\$ 7,184	\$ 3,670	\$ 3,789	
53110	Computer Supplies											\$ 6,948	\$ 7,184	
53112	Library Func. Suppl			\$ 41,300	17,704								\$ 41,300	\$ 17,704
53113	Janitorial Supplies			\$ 183,767	168,053								\$ 183,767	\$ 168,053
53311	Electricity			\$ 20,140	20,793								\$ 20,140	\$ 20,793
53312	Natural Gas			\$ 136,964	150,641								\$ 136,964	\$ 150,641
54990	Misc. Supp/Serv	\$ 3,200	3,200							\$ 7,280	\$ 7,280	\$ 20,987	\$ 24,889	
	TOTAL S&S	\$ 550,518	\$ 255,480	\$ 1,081,606	\$ 1,108,830	\$ 466,334	\$ 379,042	\$ 1,045,020	\$ 1,049,379	\$ 3,143,478	\$ 2,792,731		\$ 3,143,478	\$ 2,792,731
	9SSBUDGET.CHT													

TABLE V
FY 2008-09 PROPOSED BUDGET CUTS

TARGET: \$375,000		
	AMOUNT	CUM TOTAL
PERSONNEL		
Reduce Library Clerk Subs @ \$15.87 X 2836 hrs	\$ 45,007	
Reduce Librarian II Subs @ \$22.02 X 1,104 hrs	\$ 24,310	
Reduce Librarian I Subs @ 20.02 * 604 hrs	\$ 13,300	
Reduce Page Hrs @ \$11.36 *1500 hrs	\$ 17,040	
Librarian III Lead Cataloger	\$ 76,600	
Library Clerks X 2 Tech Services (see note)	\$ 102,207	
Holiday Closure	\$ 55,680	
SUBTOTAL	\$ 334,144	\$ 334,144
SUPPLIES & SERVICES		
Building O&M Contingencies etc.	\$ 11,500	
Library Materials Budget	\$ 12,832	
Library Functional Supplies	\$ 2,187	
SUBTOTAL	\$ 26,519	\$ 360,663
CAPITAL EQUIPMENT		
Building Remodeling All Projects	\$ 9,986	
Shelving/Furniture Non-Gift money	\$ 46,858	
Self-Charge Machines: Branciforte, Capitola, Scotts Valley Branches	\$ 24,000	
SUBTOTAL	\$ 80,844	\$ 441,507
NOTE: Reassign employees to vacancies elsewhere		
9CUTS.LST		
5/27/2008		

CITY OF SANTA CRUZ
BUDGET FORM
2008-09

SUPPLIES & SERVICES

Department: LIBRARY
Activity: ADMINISTRATION
Object: Claims Management Services

Fund	Sub Fund	Dept	Activity	Object	Amount Requested
951	36	50	3510	52131	\$ 14,000.00

FY 2007-08: \$14,000

The Library System contracts with a collection service to pursue and retrieve long overdue materials or the cost of replacing them. The expense generates fine revenue as well as the return of long-missing items. The vendor charge per account is \$8.95; we anticipate turning approximately 1,500 accounts over to the agency in FY 2008-09. This is the same number we have referred for the last several years, and does not take into account rising circulation. In FY 2009-10 we should consider raising the budget amount so that we can afford more referrals.

95231.
05/13/08

CITY OF SANTA CRUZ
BUDGET FORM
2008-09

SUPPLIES & SERVICES

Department: LIBRARY
Activity: FACILITIES
Object: BUILDING O&M

Fund	Sub Fund	Dept	Activity	Object	Amount Requested
951	36	50	3515	52246	\$ 142,052.00

FY 2007-08: \$154,282

See Table Next Page

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05/13/08

BUILDING O&M DETAIL: 3515/52246

FY 2008-09

FACILITY	FY 2007-08	FY 2008-09	SUBTOTAL
Aptos			
HVAC Prevent. Maint. @ \$445/quarter	\$ 1,780.00	\$ 1,780.00	
3-Year Air Duct/Furnace Cleaning		\$ 3,790.00	
First Alarm @ \$42/month	\$ 504.00	\$ 504.00	\$ 6,074.00
Boulder Creek			
HVAC Contract @ \$405/quarter	\$ 1,620.00	\$ 1,620.00	
First Alarm/Fire @ \$85/month	\$ 1,020.00	\$ 1,020.00	
First Alarm/Burglar @ \$25/month	\$ 300.00	\$ 300.00	
Clean/Repair Stove Pipe	\$ 500.00	\$ 500.00	
Replace ladders X 2	\$ 450.00		\$ 3,440
Branciforte			
HVAC Contract @ \$305/quarter	\$ 1,220.00	\$ 1,220.00	
First Alarm @ \$35/month	\$ 420.00	\$ 420.00	
First Alarm Night Security	See Central		\$ 1,640.00
Capitola			
First Alarm @ \$35/month	\$ 420.00	\$ 420.00	
Rest Room Fixtures Replacement		\$ 400.00	\$ 820.00
Central			
HVAC Contract @ \$1,470/quarter	\$ 5,880.00	\$ 5,880.00	
HVAC Filters	\$ 2,000.00	\$ 2,000.00	
Elevator Prevent. Maint. @ \$240/month	\$ 2,400.00	\$ 2,880.00	
First Alarm/Fire @ \$70/month	\$ 840.00	\$ 840.00	
First Alarm/Night Security @ \$980/month	\$ 11,760.00	\$ 11,760.00	
Five Year Sprinkler Inspection	\$ 400.00		\$ 23,360.00
Felton			
HVAC Check 1/year		\$ 160.00	\$ 160.00
Garfield Park			
HVAC Contract @ \$130/quarter	\$ 130.00	\$ 520.00	
First Alarm/Burglar & Fire @ \$85/mo	\$ 1,020.00	\$ 1,020.00	
Five Year Sprinkler Inspection	\$ 400.00		
Security Screen Door, Staff Entrance	\$ 150.00		\$ 1,540.00
Headquarters			
HVAC Contract @ \$1,465/quarter	\$ 5,860.00	\$ 5,860.00	
Elevator Prevent. Maint. @ \$150/month	\$ 6,000.00	\$ 1,800.00	
First Alarm/Night Security	See Central		\$ 7,660.00
LaSelva			
Live Oak			
HVAC Contract @ \$3,050/quarter	\$ 12,200.00	\$ 12,200.00	
First Alarm/Fire @ \$34/month	\$ 408.00	\$ 408.00	
Elevator Prevent. Maint. @ \$150/month	\$ 3,600.00	\$ 1,800.00	\$ 14,408.00
Scotts Valley			
HVAC Contract @ \$375/quarter		\$ 1,500.00	\$ 1,500.00
System			
Blinds/Drapes Cleaning	\$ 1,000.00	\$ 1,000.00	
Gutter Cleaning	\$ 1,000.00	\$ 1,000.00	
Carpet/Furniture Cleaning	\$ 7,000.00	\$ 6,000.00	
Uniforms/Mats/Laundry	\$ 8,500.00	\$ 7,200.00	
Building Supplies	\$ 15,000.00	\$ 14,000.00	
Plumbing Emergencies	\$ 3,000.00	\$ 3,000.00	
Electrical Emergencies & etc.	\$ 2,500.00	\$ 2,500.00	
Sidewalk Repairs		\$ 20,000.00	
Keys/Locks/Safes/Security	\$ 2,000.00	\$ 1,750.00	
Tools, Building Maintenance Worker	\$ 1,500.00		
Contingencies	\$ 51,500.00	\$ 25,000.00	\$ 81,450.00
TOTAL	\$ 154,282.00	\$ 142,052.00	\$ 142,052.00
B52246			
rev. 5/13/08			

CITY OF SANTA CRUZ
BUDGET FORM
2008-09

SUPPLIES & SERVICES

Department: LIBRARY
Activity: ADMINISTRATION
Object: TRAVEL

Fund	Sub Fund	Dept	Activity	Object	Amount Requested
951	36	50	3510	52302	\$ 3,097.00

FY 2007-08: \$ 3,000.00

Finance Department recommends 3.24% increase.

"Travel" includes other Conference expenses for all staff, such as registration, hotels, and meals at the City-mandated rates. Included this year are funds to support travel to the biannual Public Library Director's Forum, which the State Librarian has re-instituted. The local library is expected to pay the travel expense, while the State picks up hotels and meals.

The mileage reimbursement rate is currently \$0.505 /mile, but we believe it will go up to at least \$0.525/mile due to the high cost of fuel.

852302
95/13/08

CITY OF SANTA CRUZ
BUDGET FORM
2008-09

SUPPLIES & SERVICES

Department: LIBRARY
Activity: FACILITIES
Object: TRAVEL

Fund	Sub Fund	Dept	Activity	Object	Amount Requested
951	36	50	3515	52302	\$ 683..00

FY 2007-08: \$650.00

Branch Visits by Office Manager

Formula: 25 miles/week X \$0.525mile X 52 weeks = \$682.50

CITY OF SANTA CRUZ
BUDGET FORM
2008-09

SUPPLIES & SERVICES

Department: LIBRARY
Activity: TECHNICAL SERVICES
Object: TRAVEL

Fund	Sub Fund	Dept	Activity	Object	Amount Requested
951	36	50	3520	52302	\$ 1,365.00

FY 2007-08: \$1,300.00

Branch Visits by Network Access Services staff:

Formula: 25 miles/week X \$0.525/mile X 52 weeks X 2 = \$1,365.00

CITY OF SANTA CRUZ
BUDGET FORM
2008-09

SUPPLIES & SERVICES

Department: LIBRARY
Activity: PUBLIC SERVICES
Object: TRAVEL

Fund	Sub Fund	Dept	Activity	Object	Amount Requested
951	36	50	3530	52302	\$ 2,915.00

FY 2007-08: \$2,800

Branch Visits by Selection Librarians:

Formula: 10 miles/month X \$0.525/mile X 12 months X 15 = \$945.00

Regional Meetings: \$525.00

Training Travel:

Formula: 80 miles roundtrip X \$0.525/mile X 35 projected staff: \$1,470

52302
03/26/08

CITY OF SANTA CRUZ
BUDGET FORM
2007-08

SUPPLIES & SERVICES

Department: LIBRARY
Activity: TECHNICAL SERVICES
Object: TELECOMMUNICATIONS-OUTSIDE

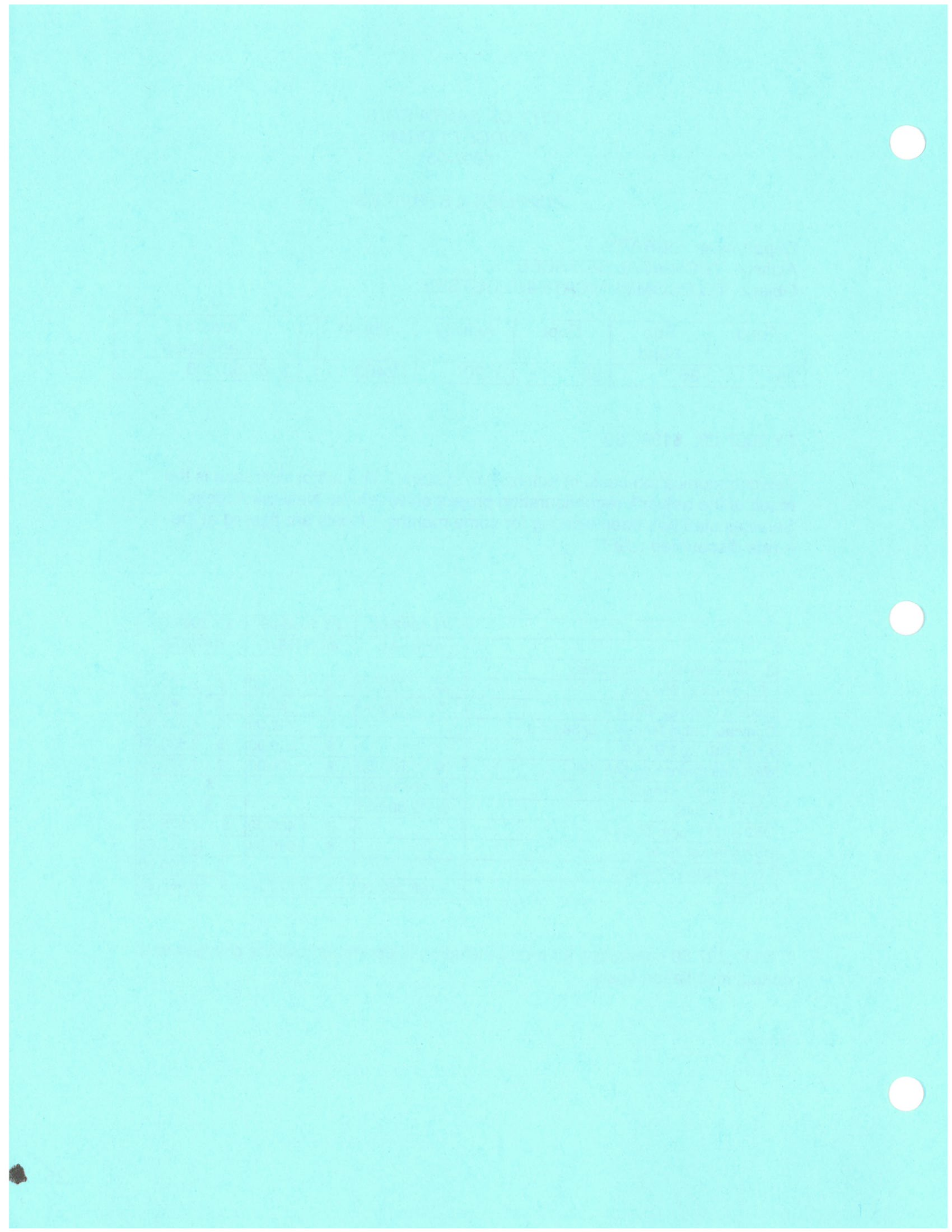
Fund	Sub Fund	Dept	Activity	Object	Amount Requested
951	36	50	3520	52403	\$ 60,067.00

FY 2007-08: \$106,260

Telecommunication costs of automation system. The major decrease is the result of the network reconfiguration project on which the Network Access Services staff has been working for some months. Costs are figured at the e-rate discounted rate.*

	FY 2007-08 ANNUAL	FY 2008-09 MONTHLY	FY 2008-09 ANNUAL
Bookmobile/NAS Connectivity			
PC cards @ \$60 X 3	\$ 720.00	\$ 180.00	\$ 2,160.00
Modem Lines @ \$20 X 4	\$ 2,460.00	\$ 80.00	\$ 960.00
Comcast Cable Modems @ \$89 X 8		\$ 712.00	\$ 8,544.00
AT&T DSL @ \$35 X 6		\$ 210.00	\$ 2,520.00
NAS Cell Phones @ \$45 X 2	\$ 1,080.00	\$ 90.00	\$ 1,080.00
Frame Relay Services (21 T1	\$ 90,000.00		\$ -
ISP T1 circuits	\$ 12,000.00		\$ -
DS3 ATM Frame Service		\$ 1,489.60	\$ 17,875.20
DS3 Internet 20 M		\$ 1,910.64	\$ 22,927.68
Unanticipated Changes			\$ 4,000.00
TOTAL	\$ 106,260.00	\$ 4,672.24	\$ 60,066.88

* \$141,397.80 committed for e-rate including telecommunications charges and certain installation costs.



CITY OF SANTA CRUZ
BUDGET FORM
2008-09

SUPPLIES & SERVICES

Department: LIBRARY
Activity: FACILITIES
Object: INSURANCE - INTERNAL

Fund	Sub Fund	Dept	Activity	Object	Amount Requested
951	36	50	3515	52932	\$ 33,000.00

FY 2007-08: \$27,859

The City bills the Library System for its pro-rated share of property insurance. The City Risk Manger makes insurance cost projections and handles the Library System's insurance accounts.

952932
05/13/08

CITY OF SANTA CRUZ
BUDGET FORM
2008-09

SUPPLIES & SERVICES

Department: LIBRARY
Activity: ADMINISTRATION
Object: DUES & MEMBERSHIPS

Fund	Sub Fund	Dept	Activity	Object	Amount Requested
951	36	50	3510	52961	\$ 9,856.00

FY 2007-08: \$ 9,547.00

POSITION	ORGANIZATION	MEMBERSHIP TYPE	AMOUNT
Director	American Library Assoc.	Personal	\$ 195.00
Director	California Library Assoc.	Personal	\$ 140.00
Director	Cal. County Librarians Assoc.	Personal	\$ 35.00
Other Management	Profession Dues as per MOU	Personal	\$1,800.00
	at \$300 each X 6		
Other Professionals	Professional Dues Match	Personal	\$4,800.00
	at \$150 each X 32		
SLAs/Technicians	Dues match @ \$30/each X 22	Personal	\$ 660.00
LJPBoard	CALTAC @ \$13/each X 9	Personal	\$ 117.00
Library System	California Library Assoc.	Institutional	\$1,200.00
Library System	Chambers of Commerce X		\$ 600.00
	4, Downtown Association,		
	Business Associations, etc.		
COL Increase per Finance Department @ 3.24%			\$ 309.00
TOTAL			\$9,856.00
	952961		
	5/13/2008		

952961
05/13/08

CITY OF SANTA CRUZ
BUDGET FORM
2008-09

SUPPLIES & SERVICES

Department: LIBRARY
Activity: ADMINISTRATION
Object: POSTAGE

Fund	Sub Fund	Dept	Activity	Object	Amount Requested
951	36	50	3510	53101	\$ 21,680

FY 2007-08: \$21,000

Covers postage and shipping costs for all Divisions, including patron mail noticing. Handling fee at City of Santa Cruz Mailing Center is also included. Increase is due to USPS postage rate increase effective May 2008.

953101
5/13/08

CITY OF SANTA CRUZ
BUDGET FORM
2008-09

SUPPLIES & SERVICES

Department: LIBRARY
Activity: ADMINISTRATION
Object: OFFICE SUPPLIES

Fund	Sub Fund	Dept	Activity	Object	Amount Requested
951	36	50	3510	53102	\$ 18,067.00

FY 2007-08: \$17,500.00

The Office Supplies account covers supplies for the Library Administration function, as well a standard office supplies for each Branch library.

953102
05/13/08

**CITY OF SANTA CRUZ
BUDGET FORM
FY 2008-09**

SUPPLIES & SERVICES

Department: LIBRARY
Activity: PUBLIC SERVICES
Object: BOOKS/MEDIA/PERIODICALS

Fund	Sub Fund	Dept	Activity	Object	Amount Requested
951	36	50	3530	53106	\$ 1,022,000.00

FY 2007-08: \$1,017,992

REVENUE SOURCES/LIBRARY MATERIALS BUDGET

	2005-06	2006-07	2007-08	2008-09
Richardson Trust	\$ 12,000	\$ 12,000	\$ 18,000	\$ 20,000
Finkelday Trust	\$ 755	\$ 755	\$ 755	\$ 755
McCaskill Loc Hist	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
McCaskill Vis Imp	\$ 6,300	\$ 6,300	\$ 6,300	\$ 6,300
Calif PubLibFund	\$ 79,992	\$ 117,957	\$ 79,005	\$ 79,005
Tax Revenue Sources	\$ 795,953	\$ 818,453	\$ 869,501	\$ 910,940
SUBTOTAL	\$ 900,000	\$ 960,465	\$ 1,017,992	\$ 1,022,000
Added Revenue				
Appropriation, 2/06	\$ 65,000			
TOTAL	\$ 965,000	\$ 960,465	\$ 1,017,992	\$ 1,022,000
BEQUEST SUBTOTAL	\$ 24,055	\$ 24,055	\$ 30,055	\$ 32,055
B53106				
Rev. 05/23/2008				

CITY OF SANTA CRUZ
BUDGET FORM
2008-09

SUPPLIES & SERVICES

Department: LIBRARY
Activity: FACILITIES MANAGEMENT
Object: SAFETY CLOTHING & EQUIPMENT

Fund	Sub Fund	Dept	Activity	Object	Amount Requested
951	36	50	3515	53108	\$ 3,789.00

FY 2008-09: \$ 3,670.00

Beacon Fire Extinguisher Maintenance, All sites	1,000.00
Safety shoes, Building Maintenance Workers, Courier/Drivers, NAS @ \$130/ea X 9	1,170.00
Zee Service Co., first aid kit supply service at all sites and vehicles	750.00
Miscellaneous Safety Supplies: disposal kits, ear muffs/plugs, disposable gloves, CPR kits, etc.	250.00
Ergonomic Accessories: monitor risers, Glare screens, hand braces and gloves, Foot rests, copy holders, task lighting, etc.	500.00
COL Increase per Finance Depart. @ 3.24%	110.00
	3,789.00

953106
5/13/08

CITY OF SANTA CRUZ
BUDGET FORM
2008-09

SUPPLIES & SERVICES

Department: LIBRARY
Activity: TECHNICAL SERVICES
Object: LIBRARY FUNCTIONAL SUPPLIES

Fund	Sub Fund	Dept	Activity	Object	Amount Requested
951	36	50	3520	53112	\$ 168,053.00

FY 2007-08: \$ 183,767

1	In-House Processing @ \$1.00/item X 14,098 items	\$ 14,098.00
2	Contract Processing @ 15% of B&T/BWI budget	\$ 60,782.00
3	Media Processing Supplies and/or Contract	\$ 21,000.00
4	Interlibrary Loan Supplies	\$ 2,500.00
6	Barcode labels	\$ 6,500.00
7	Date Due Cards	\$ 9,000.00
8	Borrower Cards X 20,000	see note
7	Notices @ 12,000	\$ 1,600.00
8	Binding/Tape Replacement	\$ 18,000.00
9	Content Café	\$ 4,500.00
10	MOBAC Dues	\$ 11,401.00
11	CALIFA Consortium Dues	\$ 500.00
12	Iliad Software for Internlibrary Loan	\$ 2,250.00
13	OCLC Charge to host Iliad	\$ 3,245.00
14	Miscellaneous Supplies	\$ 2,000.00
15	Equipment Items under \$5,000	\$ 10,677.00
	TOTAL	\$ 168,053.00
	NOTE: usual annual purchase not required in 2008-09	
		B53112
		rev 05/23/08

953112.
05/23/08

EQUIPMENT ITEMS UNDER \$5,000		
WHAT	BRANCH	AMOUNT
Window Blind Replacements	Aptos	\$ 560.00
Fax Machine Replacement	Capitola	\$ 175.00
CD/Tape Player	Capitola	\$ 150.00
New Book Display	Capitola	\$ 300.00
Scanner for Sheet Music	Central	\$ 799.00
Slatwell Wire Easels	Central	\$ 117.35
Ergonomic Chair X 1	Felton	\$ 250.00
Area Carpet	Garfield Park	\$ 169.00
Adjustable Swivel Stool	Garfield Park	\$ 275.00
Multimedia Display, Tabletop	LaSelva Beach	\$ 237.00
Gaylord Kick Stand	Live Oak	\$ 186.63
Ergonomic Chair X 1	Scotts Valley	\$ 250.00
Computer Workstation Chairs X 2	Scotts Valley	\$ 400.00
Dry Erase Message Sign	Scotts Valley	\$ 99.00
Mobile Display Unit	Scotts Valley	\$ 890.00
Replacement Seat for Van #527	System	\$ 1,500.00
Digital Recorder	System	\$ 250.00
Book Truck/YA Librarian	System	\$ 255.00
Emergency Equipment Needs	System	\$ 3,000.00
Subtotal		\$ 9,862.98
Sales Tax at 8.25%		\$ 813.70
TOTAL		\$ 10,676.68
	B53112b.	

rev. 05/23/08

CITY OF SANTA CRUZ
BUDGET FORM
2008-09

SUPPLIES & SERVICES

Department: LIBRARY
Activity: FACILITIES
Object: JANITORIAL SUPPLIES

Fund	Sub Fund	Dept	Activity	Object	Amount Requested
951	36	50	3515	53113	\$ 20,793.00

FY 2007-08: \$20,140.00

Toilet paper, paper towels, hand soap, cleaning supplies, etc.

953113
05/13/08

**CITY OF SANTA CRUZ
BUDGET FORM
FY 2008-08**

CAPITAL OUTLAY

Department: LIBRARY
Activity: 50-3515
Object: BUILDING REMODELING

Fund	Sub Fund	Dept	Activity	Object	Amount Requested
951	36	50	3515	57203	\$ 3,000.00

FY 2007-08: \$44,000

The following project is proposed for FY 2008-09. Two others—making permanent modifications on the Central Branch stairway and recarpeting the Aptos Branch meeting room, have been deferred due to budget constraints. A temporary fix at Central will be accomplished without in the next month.

Improve Access at Entrance Doors, Scotts Valley Branch: \$3,000.00

Several near injuries to children have occurred due to the heavy entrance doors. Also, older people complain of the door weight, and have told staff it reduces their visits to the Branch. An electronic assistance button can be purchased to assist in opening the doors. Staff believes it would be sensible to try this solution before investing substantially more in replacement sliding doors.

957203
05/13/08

CITY OF SANTA CRUZ
BUDGET FORM
FY 2008-09

CAPITAL OUTLAY

Department: LIBRARY
Activity: FACILITIES MANAGEMENT
Object: OFFICE FURNITURE/EQUIPMENT

Fund	Sub Fund	Dept	Activity	Object	Amount Requested
951	36	50	3515	57401	\$ 62,701.00

Shelving: \$ 37,987.08

Furniture: \$ 24,713.42

Of the total, \$954.18 would come from Operating Budget sources, and the balance from special trusts. See the detailed list of shelving and furniture requests attached.

The requests from Branch Managers:

The Aptos Branch is requesting funds for both shelving and furniture to add study carrels, computer tables, and magazine end tables for the public, and to create a more efficient staff work area. The Branch currently does not have workstations for every employee. Staff proposes using Kemme Trust funds for this purpose.

The Boulder Creek Branch staff wants to modify the room serving Young Adults by adding workstations, shelving, and chairs, improve the exterior lighting on the Branch entry porch, and add paperback units to the periodical area. **This request has been deferred due to budget constraints.**

The Central Branch proposes adding shelving in the Californiana room. This could be paid for from the McCaskill Trust for Local History. **Other Central Branch requests have been deferred due to budget constraints.**

The Scotts Valley Branch staff proposes to expand the Young Adult area by adding a workstation and modifying the staff reference desk in that room. **Despite constraints it remains in the budget because it is an inexpensive solution to a difficult problem.**

57401: OFFICE FURNITURE & EQUIPMENT			
WHAT	BRANCH	AMOUNT	SOURCE
SHELVING:			
Seismic Frames	Aptos	\$ 1,182.57	Kemme Trust
End Panels	Aptos	\$ 7,705.32	Kemme Trust
Compact Lateral Track Filing/Shelving	Aptos	\$ 14,992.44	Kemme Trust
Seismic Frames, End Panels, Shelves	Cen/Califor	\$ 14,106.75	McCaskill
SUBTOTAL		\$ 37,987.08	
FURNITURE:			
Study Carrels, Computer tables, Magazine			
End Tables	Aptos	\$ 8,343.40	Kemme Trust
Staff Workstations, Chairs, Stools	Aptos	\$ 15,415.84	Kemme Trust
Modify YP Reference Desk	Scotts Valley	\$ 300.00	\$ 300.00
Work Station	Scotts Valley	\$ 654.18	\$ 654.18
SUBTOTAL		\$ 24,713.42	\$ 954.18
TOTAL		\$ 62,700.50	
ALL SHELVING IS PURCHASED FROM THE HOPLEY CO.			
WHICH CAN PROVIDE THE CMAS DISCOUNT OF 44.3%			
Totals include installation and taxes.			
CMAS: California Multiple Award Schedule, a statewide program			
for purchasing standard equipment items.			
FUNDING SOURCE SUMMARY			
Kemme Trust (Aptos)		\$ 47,639.57	
McCaskill Trust for Local History		\$ 14,106.75	
Operating Budget		\$ 954.18	
TOTAL		\$ 62,700.50	
	B57401		
	5/13/2008		

