

## **PUBLIC ADVISORY REGARDING COVID-19 AND PUBLIC PARTICIPATION**

Pursuant to AB361, California Gov. Code Section 54953, Executive Order No. N-1-22 affixed by Governor Newsom on January 5, 2022 and the County of Santa Cruz Health Services Agency 'HEALTH OFFICER RECOMMENDATION FOR SOCIAL DISTANCING (CONTINUED REMOTE MEETINGS FOR LEGISLATIVE BODIES)' dated September 30, 2021 the regular meeting of the:

### **Library Joint Powers Authority (LJPA)**

On Thursday, May 5, 2022 at 9:00 AM

**This meeting will be held via Zoom teleconference ONLY**

Board Members and Library Staff Members will be participating remotely via videoconference.

#### **Public Viewing:**

The meeting will be broadcast through the Santa Cruz Libraries YouTube channel <https://www.youtube.com/user/SantaCruzPL> which you can access through the Santa Cruz Libraries website by scrolling to the bottom of the page and clicking on the YouTube icon.

#### **Public Participation via Zoom:**

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/85168953445>

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

888 788 0099 (Toll Free) or 833 548 0276 (Toll Free)

833 548 0282 (Toll Free) or 877 853 5247 (Toll Free)

**Slowly enter the Webinar ID: 851 6895 3445**

The meetings will be recorded and posted for viewing after the meetings on the Santa Cruz Public Libraries website <http://www.santacruzpl.org/>

**Public comment: There are three ways to comment during this meeting. All comments must be received prior to the close of public comment on that agenda item:**

**1. How to comment on agenda items via email before the meeting begins:**

Members of the public may provide public comment by sending an email to the Library Board Clerk at [clerk@santacruzpl.org](mailto:clerk@santacruzpl.org)

- Identify the agenda item number in the subject line of the email
- Emailed comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time
  
- All correspondences received prior to 12:00 p.m. on the Wednesday preceding a LJPA Meeting will be distributed to Board members to review prior to the meeting. Information submitted after 12 p.m. on that Wednesday may not have time to reach Board members, nor be read by them prior to consideration of an item.

**2. How to comment on agenda items during the meeting and prior to the close of public comment on an item, using the Zoom Q&A feature:**

- Type your comment using the “Q&A” feature found on the Zoom control bar
- Identify the agenda item first, then type your comment
- Your comment will be read aloud

**3. How to comment aloud on agenda items, during the meeting and prior to the close of public comment on an item, via the Zoom “raise hand” feature:**

***If you are accessing the meeting using the Zoom app and using computer audio:***

- During the comment period for that agenda item, use the “raise hand” icon found on the Zoom control bar
- The moderator will announce your name or the last 3 digits of your phone number when it is your turn to speak
- Unmute yourself using the microphone icon
- Identify the agenda item
- Introduce yourself using your first and last name
- You will have three minutes of speaking time

***If you are accessing the meeting using telephone audio:***

- During the comment period for that agenda item, press \*9 to raise your hand
- The moderator will announce the last 3 digits of your phone number when it is your turn to speak
- Unmute yourself using \*6 – to toggle the mute/unmute feature
- Identify the agenda item
- Introduce yourself using your first and last name
- You will have three minutes of speaking time

Chair                    Mali LaGoe  
Vice Chair            Carlos Palacios  
Board Member        Jamie Goldstein  
Board Member        Matt Huffaker



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

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

**VIRTUAL MEETING**

**THURSDAY MAY 5, 2022**

**9:00 A.M.**

**1. CALL TO ORDER / ROLL CALL**

Board Members Jamie Goldstein, Matt Huffaker, Carlos Palacios, and Chair Mali LaGoe

**2. ADDITIONAL MATERIALS**

*Additional information submitted after distribution of the agenda packet.*

**3. ADDITIONS AND DELETIONS TO AGENDA**

**4. ORAL COMMUNICATION**

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

**5. REPORT BY LIBRARY DIRECTOR**

A. Library Director's Report – May 2022 (p.7-8)

**6. REPORT BY FRIENDS OF THE SANTA CRUZ PUBLIC LIBRARIES**

A. Friends of SCPL – Report (oral)

**7. REPORT BY LIBRARY ADVISORY COMMISSION (LAC)**

A. Commissioners' Report (oral)

**8. CONSENT CALENDAR**

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

- A. Resolution Re-authorizing the Library Joint Powers Authority to Continue Remote Teleconference Meetings Pursuant to Assembly Bill 361.  
Staff Recommendation: Adopt Resolution No. 2022-002 Authorizing Continued Remote Teleconference Meetings pursuant to Assembly Bill 361. (p.9-12)
- B. Consider the April 7, 2022 Board Meeting Minutes  
Staff Recommendation: Approve the April 7, 2022 Board Meeting Minutes (p.13-16)
- C. Financial Report for 3<sup>rd</sup> Qtr. FY 2021-2022  
Staff Recommendation: Accept and File 3<sup>rd</sup> Qtr. Financial Report for FY 2021-2022 (p.17-20)
- D. Incident Report for 3<sup>rd</sup> Qtr. FY 2021-2022  
Staff Recommendation: Accept and File 3<sup>rd</sup> Qtr. Incident Report for FY 2021-2022 (p.21-22)
- E. Work Plan for 3<sup>rd</sup> Qtr. FY 2021-2022  
Staff Recommendation: Accept and File 3<sup>rd</sup> Qtr. Work Plan for FY 2021-2022 (p.23-29)
- F. Community Impact Measures for 3<sup>rd</sup> Qtr. FY 2021-2022  
Staff Recommendation: Accept and File 3<sup>rd</sup> Qtr. Community Impact Measures for FY 2021-2022 (p.30-35)
- G. Library Sales Tax Revenue Update for 3<sup>rd</sup> Qtr. FY 2021-2022  
Staff Recommendation: Accept and File Library Sales Tax Revenue Update for 3<sup>rd</sup> Qtr. FY 2021-2022 (p.36-38)
- H. Bachmanova Art Frame Donation for Capitola Branch Library  
Staff Recommendation: Accept the Bachmanova Art Frame donation for placement at the Capitola Library from June 1, 2022, through August 31, 2022. (p.39-42)

- I. Display of the Progressive Pride Flag  
Staff Recommendation: Approve the Display of the Progressive Pride Flag at Santa Cruz Public Libraries Facilities to Commemorate Pride Month through June 2022. (p.43-44)
- J. Library Policies and Policy Schedule Review (p.45-90)  
Staff Recommendation: Accept and File:  
Policy #109 Commemorative Flag Policy  
Policy #309 Gift Policy & Gift Agreement  
Policy #310 Gift Policy-Works of Art.  
Policy #315 Meeting Room Policy  
Policy #315 Meeting Room Policy: Addendum  
Policy #403 Library Naming Policy  
Policy renewal schedule.

**9. GENERAL BUSINESS**

- A. FY 22/23 Draft Operating Budget Proposal  
Staff Recommendation: Accept the Proposed FY 2022/2023 Joint Powers Authority (JPA) Budget and recommend placing the approval of the final budgets on the June 2022 JPA agenda. (p.91)
- B. Presentation: Connectivity Kits by Sarah Harbison, CMS Manager

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

**10. COMMENTS BY BOARD MEMBERS**

**11. SCHEDULED UPCOMING MEETINGS**

June 2, 2022	Zoom Virtual	Anticipated Upcoming Agenda Items:
9:00 am		<ul style="list-style-type: none"> <li>• Final Budget Approval</li> <li>• Presentation: Equity Team</li> </ul>

**12. ADJOURNMENT**

Adjourned to the next regular meeting of the LJPA to be held on Thursday, June 2, 2022 at 9:00 am [immediately following the LFFA meeting] via Zoom teleconference.

The Santa Cruz City-County Library System does not discriminate against persons with disabilities. Out of consideration for people with chemical sensitivities, we ask that you attend fragrance free. Upon request, the agenda can be provided in a format to accommodate special needs. Additionally, if you wish to attend

this public meeting and will require assistance such as an interpreter for American Sign Language, Spanish, or other special equipment please call the Library Administration Office at (831)427-7706 at least five days in advance so that we can arrange for such special assistance, or email [library\\_admin@santacruzpl.org](mailto:library_admin@santacruzpl.org)

May 2022



### Library Director's Report to the LJPA

The Library Director spoke at the Capitola Community Academy, the Aptos Chamber of Commerce Breakfast and at the Felton Friends Meeting in April. An additional appearance takes place on June 6th at the Scotts Valley Rotary Club meeting.

### Library Team

Carlos Silva begins his new role as Library Information Technology Manager on May 2nd. Carlos currently works for the City of Santa Cruz Information Technology Department, where he has served as a Systems and Network Administrator for over 14 years.

Listening sessions with staff continue throughout May to gather team input on staffing and strategic objectives.

Librarian, Jesse Silva, replaced Valerie Murphy as the Operating Engineers Library Staff Representative. Violet Shemitz accepted a position with UCSC Library and stepped down as the SEIU Temporary Service Employees Staff Representative for the Library. Leslie Auerbach will continue as the SEIU Local 521 Representative but is reaching out to other staff to take her place.

We thank Valerie, Violet, and Leslie for their years of dedicated service and encourage other team members to take the opportunity to serve.

### Current Vacancies

Number of Vacancies	Title	Full/Part Time hours	Status
2	Library Assistant II	1.0	No open recruitment
1	Library Assistant II	.80	No open recruitment
3	Library Assistant II	.75	No open recruitment
8	Library Assistant II	.50	No open recruitment
1	Information Technology Specialist I	1.0	No open recruitment
2	Network Systems Administrators	1.0	Approved for recruitment
1	Library Specialist/Volunteer Coordinator	1.0	No open recruitment
1	Library Specialist/Training Coordinator	1.0	Interviews in process
1	Librarian II	1.0	Interviews in process
1	Management Analyst	1.0	Approved for recruitment

### Facilities

The Grand Reopening of the Boulder Creek Library takes place on Saturday, May 7, 2022, from noon to 4 PM.

The Library met with the County of Santa Cruz Office of Response, Recovery, and Resilience to explore the use of the Felton, Boulder Creek, Scotts Valley, and Aptos libraries as Community Resource Centers during Public Safety Shut Off and other disaster events.

**Featured Programs and Services**

The Book to Action kick-off event, *Fighting for Housing in America*: Conor Dougherty, author of *Golden Gates*, in Conversation with Jonathan Franzen, took place on Thursday, April 7. Seventy-five people attended the event in person, and another sixty-eight attended online via Zoom. The Downtown Library team did an outstanding job pulling the event together in a hybrid environment.



Chair  
Vice Chair  
Board Member  
Board Member

Mali LaGoe  
Carlos Palacios  
Jamie Goldstein  
Matt Huffaker



SANTA CRUZ  
PUBLIC LIBRARIES

## STAFF REPORT

AGENDA: Thursday, May 5, 2022

DATE: April 28, 2022

TO: Library Joint Powers Authority Board

FROM: Stephanie Duck, General Counsel

SUBJECT: Resolution Re-authorizing the Library Joint Powers Authority to Continue Remote Teleconference Meetings Pursuant to Assembly Bill 361.

### RECOMMENDATION:

Adopt Resolution No. 2022-002 Authorizing Continued Remote Teleconference Meetings pursuant to Assembly Bill 361.

### DISCUSSION

Pursuant to AB 361 and as codified at California Government Code section 54953, legislative bodies may use modified teleconferencing rules to conduct public meetings during a proclaimed State of Emergency under certain circumstances, including that state or local officials have imposed or recommended measures to promote social distancing.<sup>1</sup> The State of Emergency proclaimed by the Governor on March 4, 2020, due to the COVID-19 pandemic remains in effect today. In February 2022, the Santa Cruz County Health Officer, together with eleven other Bay Area health officers, issued a press release announcing alignment with the California Department of Public Health's indoor masking guidance, which requires that all individuals wear face coverings indoors in specified high-risk settings, and strongly recommends that all individuals continue to wear face coverings while in indoor public settings.<sup>2</sup>

This Board adopted its initial AB 361 findings at its meeting of October 7, 2021, and adopted subsequent AB 361 findings at its meetings of December 2, 2021, February 3, 2022, and April 7, 2022. To continue teleconferenced meetings under AB 361, the law requires that the Board adopt findings within thirty (30) days after its initial teleconference, and every thirty (30) days thereafter, that it has reconsidered the circumstances of the State of Emergency, and either (i) the state of emergency continues to directly impact the ability of the members to meet safely in person; and/or (ii) state or local officials continue to impose or recommend measures to promote social distancing.<sup>3</sup>

Attachment:

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<sup>1</sup> Cal. Gov't Code § 54953(e)(1)(A)-(C).

<sup>2</sup> See *Press Release*, Twelve Bay Area Health Officers to Lift Most Indoor Mask Mandates on February 16 (Feb. 9, 2022), [https://www.santacruzhealth.org/Portals/7/pdfs/Coronavirus/02.09.22%20ABAHO%20Masking\\_FINAL.pdf](https://www.santacruzhealth.org/Portals/7/pdfs/Coronavirus/02.09.22%20ABAHO%20Masking_FINAL.pdf); See also CDPH, *Guidance for the Use of Face Coverings* (Updated February 28, 2022), <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx>.

<sup>3</sup> Cal. Gov't Code § 54953(e)(3).

Resolution No. 2022-002

**SANTA CRUZ LIBRARY JOINT POWERS AUTHORITY’S  
SUBSEQUENT FINDINGS PURSUANT TO ASSEMBLY BILL 361 AUTHORIZING TELECONFERENCE  
MEETINGS AS A RESULT OF THE CONTINUING COVID-19 PANDEMIC STATE OF EMERGENCY AND  
HEALTH OFFICER RECOMMENDATION FOR SOCIAL DISTANCING**

**WHEREAS**, the **Santa Cruz Library Joint Powers Authority (“LJPA”)** is a legislative body under the Ralph M. Brown Act as defined under Cal. Gov. Code section 54952(b); and

**WHEREAS**, on September 16, 2021, Governor Newsom signed Assembly Bill 361 (“AB 361”), urgency legislation effective immediately, that amended Government Code section 54953 to permit legislative bodies subject to the Brown Act to continue to meet under modified teleconferencing rules provided that they comply with specific requirements set forth in the statute; and,

**WHEREAS**, pursuant to AB 361 and Cal. Gov. Code section 54953(e)(1)(A), a legislative body may meet under the modified teleconferencing rules during a proclaimed state of emergency, and where local officials have imposed or recommended measures to promote social distancing; and

**WHEREAS**, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic, and which remains in effect; and

**WHEREAS**, on September 30, 2021, Santa Cruz County Public Health Officer Dr. Gail Newel strongly recommended that legislative bodies in Santa Cruz County continue to engage in physical/social distancing by meeting via teleconference as allowed by AB 361 and confirmed that she will regularly review and reconsider this recommendation and notify the public when it is no longer recommended; and

**WHEREAS**, pursuant to AB 361 and Cal. Gov. Code section 54953(e)(3), within 30 days of the date the legislative body first holding a teleconferenced meeting under the modified rules, and every 30 days thereafter, a legislative body can continue to hold such teleconference meetings provided it has reconsidered the circumstances of the state of emergency and determined either that the state of emergency continues to directly impact the ability of the members to meet safely in person or that local officials continue to recommend measures to promote social distancing; and

**WHEREAS**, on October 7, 2021, the **LJPA** held its initial teleconference meeting under AB 361; and

**WHEREAS**, on December 2, 2021, February 3, 2022, and April 7, 2022 the **LJPA** held subsequent teleconference meetings under AB 361; and

**WHEREAS**, the **LJPA** has once again reconsidered the circumstances of the current state of emergency and finds that the COVID-19 pandemic continues to directly impact the ability of members of the public to participate safely in person and further finds that the Santa Cruz County Public Health Officer continues to recommend measures to promote social distancing, strongly recommends that all individuals wear face coverings in indoor public settings, and requires that all individuals wear face coverings in specified high-risk indoor public settings; and

**WHEREAS**, in the interest of public health and safety, and due to the emergency caused by the spread of COVID-19, the **LJPA** deems it necessary for the legislative bodies of the LJPA to continue utilizing the modified teleconferencing rules set forth in AB 361;

**NOW, THEREFORE**, the **Santa Cruz Library Joint Powers Authority (“LJPA”)** makes the following findings by a majority vote:

**Section 1.** The foregoing recitals are true and correct, and adopted as findings of the **Santa Cruz Library Joint Power Authority** and legislative bodies of the LJPA.

**Section 2.** Effective immediately, and for the next 30 days, the **LJPA** and its legislative bodies will meet via teleconference as authorized under AB 361 and Government Code section 54953(e)(3).

**Section 3.** No later than thirty (30) days from making today’s findings, or at the next scheduled meeting, the **LJPA** will reconsider the circumstances of the COVID-19 state of emergency and, if necessary, adopt subsequent findings to continue holding teleconference meetings in accordance with Government Code section 54953(e)(3).

**PASSED AND ADOPTED** by the **Santa Cruz Library Joint Powers Authority** in Santa Cruz County, State of California, this 5<sup>th</sup> day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chair, Santa Cruz Library  
Joint Powers Authority

ATTEST: \_\_\_\_\_  
Helga Smith, Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
General Counsel

Chair                   Mali LaGoe  
Vice Chair            Carlos Palacios  
Board Member        Jamie Goldstein  
Board Member        Matt Huffaker



**SANTA CRUZ CITY/COUNTY LIBRARIES  
JOINT POWERS AUTHORITY BOARD  
(LJPA)**

**REGULAR MEETING MINUTES**

**Hybrid Meeting at the Felton Branch Library**

**THURSDAY APRIL 7, 2022  
9:00 A.M.**

**1. ROLL CALL**

**PRESENT:** Jamie Goldstein, Carlos Palacios, Mali LaGoe, Matt Huffaker

**STAFF:** Yolande Wilburn, Library Director; Eric Howard, Assistant Director; Heather Norquist, Youth Programs and Services Manager and Diane Cowen, Communications Manager

**2. ADDITIONAL MATERIALS**

None

**3. ADDITIONS AND DELETIONS TO AGENDA**

The Agenda of April 7, 2022 was approved by consensus.

**4. ORAL COMMUNICATIONS**

None

**5. REPORT BY LIBRARY DIRECTOR**

Library Director Yolande Wilburn reported on the recent activities of the Library.

**6. FRIENDS OF THE SANTA CRUZ PUBLIC LIBRARIES REPORT**

Bruce Cotter, Executive Director, submitted his report on the recent activities of the Friends of the Santa Cruz Public Libraries.

**7. REPORT BY LIBRARY ADVISORY COMMISSION (LAC)**

No report was available

**8. CONSENT CALENDAR**

**A. RESULT: APPROVED CONSENT CALENDAR, Items 8 A – E. Pulled Item 8 F and moved to Item 9**

- A. Adopted Resolution No. 2022-001 Authorizing Continued Remote Teleconference Meetings pursuant to Assembly Bill 361.**
- B. Approved the February 3, 2022 Board Meeting Minutes**
- C. Accepted and Filed Branch Library Naming Rights Gift Agreements.**
- D. Accepted and Amended the FY 21/22 Operating Budget to include the following grants awarded to the Santa Cruz Public Libraries:**
  - 1. Cultivating Racial Equity and Inclusion Grant: \$5,000**
  - 2. Workforce Partnership Initiative Project Grant: \$15,000**
  - 3. Book to Action Grant: \$5,791**
  - 4. CA Library Services Act (CLSA) Distribution: \$12,135**
  - 5. Lunch at the Libraries: \$4,800**
  - 6. Boulder Creek High Speed Broadband: \$8,362**
- E. Accepted and Amended the FY 21/22 Operating Budget to include donations in support of library services from the Friends of the Santa Cruz Libraries totaling \$56,090. [UNANIMOUS]**

**MOVER: Carlos Palacios**

**SECONDER: Matt Huffaker**

**AYES: Palacios, Goldstein, LaGoe, Huffaker**

**9. GENERAL BUSINESS**

Item 8 F: Revised Library Holiday Closure Policy #108. Library Director Yolande Wilburn explained the revised Holiday Closure Policy which adds Juneteenth as an officially designated holiday to be celebrated on June 19<sup>th</sup> of each year. Since June 19<sup>th</sup> 2022 falls on a Sunday, the observed holiday is Monday June 20<sup>th</sup>, with library closure on Sunday and Monday. Per MOU full-time Library staff receive 8 hours of holiday (pro-rated for part-time staff) for June 20<sup>th</sup> (observed) and can use accruals or leave without pay for June 19<sup>th</sup>. Staff can also work an alternate day during the week to make up for the closed Sunday. No additional days will be closed if the holiday falls on a regular weekday.

**RESULT:**

**Approved Revised Policy #108: Holiday Closure Policy adding the new Juneteenth holiday [UNANIMOUS]**

**MOVER: Matt Huffaker**

**SECONDER: Carlos Palacios**

**AYES: Palacios, Goldstein, LaGoe, Huffaker**

A. FY 22/23 Operating Budget Assumptions for Draft Budget Proposal

The Board reviewed and discussed budget assumptions for FY22/23. Director Goldstein inquired about a change in revenue assumptions. Director Wilburn responded that the library is not projecting any increase in assumptions. The budget is based on the continuation of the previous data since there are some financial issues with regard to the MOEs. The Library did not want to make any assumptions at this time due to the uncertainty of potential changes or adjustments in the future.

B. Boulder Creek Branch Library Lease Agreement.

The Board did not have any questions regarding the lease agreement.

**RESULT:**

**Approved the Lease Agreement between the County of Santa Cruz and the Santa Cruz Public Libraries for the Boulder Creek Library facility located at 13390 West Park Avenue, Boulder Creek. [UNANIMOUS]**

**MOVER: Carlos Palacios**

**SECONDER: Matt Huffaker**

**AYES: Palacios, Goldstein, LaGoe, Huffaker**

C. Summer Reading Program. A Presentation by Heather Norquist, Youth Programs and Services Manager.

The Board members expressed their appreciation of the work done at the Summer Reading Program, which includes pop-up and bookmobile sites as a means of exciting outreach to the community.

D. Strategic Plan – a Brief Update. A Presentation by Diane Cowen, Communications Manager.

The Board members expressed their support of the process and endeavors. Vice Chair Palacios encouraged collaboration with a variety of County Services as did Director Huffaker for the City of Santa Cruz. Chair LaGoe mentioned the exciting times we are experiencing now that services are starting up again and branches are re-opening to pre-pandemic levels.

**10. COMMENTS BY BOARD MEMBERS**

None

**11. ADJOURNMENT**

Final Adjournment of the Library Joint Powers Authority Board (LJPA) at 9:47 a.m. to the next regular meeting on May 5, 2022 at 9:00 a.m. [immediately following the LFFA meeting] as a Hybrid meeting at the Felton Branch Library barring any changes in health mandates.

ATTEST: \_\_\_\_\_  
Helga Smith, Clerk of the Board

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



Chair                    Mali LaGoe  
Vice Chair            Carlos Palacios  
Board Member        Jamie Goldstein  
Board Member        Matt Huffaker



## STAFF REPORT

DATE:                May 5, 2022  
TO:                    Library Joint Powers Authority Board  
FROM:                Yolande Wilburn, Library Director  
RE:                    3<sup>rd</sup> Quarter Financial Report

### STAFF RECOMMENDATION

Accept and File Financial Report for 3<sup>rd</sup> Qtr. FY 2021-2022.

### DISCUSSION

The third quarter financial report covers July 1, 2021, through March 31, 2022. All financial figures included in this report are unaudited.

#### Revenues

Total Revenue for this quarter: 75.4%

Sales Tax	82.2%
MOE	66.5%

#### Expenditures

Total actual expenditures for this quarter: 47.2%

#### Personnel Costs

Total Personnel costs for this quarter: 58.5%

Regular Full Time	61.1%
Part Time	62.4%

Attachments:            3<sup>rd</sup> Quarter Financial Reports (Expenditure, Personnel and Revenue)

Report Prepared by: Kira Henifin  
Principal Management Analyst

Reviewed and Forwarded by: Yolande Wilburn, Library Director

**Expenditure Balances**

Criteria: Summarize By = Report,Account,Account; As Of = 3/31/2022; Period = 0,1..12; Activity = 36\*; Account = 51\*

Acct	Title	Year-To-Date Ado Budget	Year-To-Date Adjustments	Year-To-Date Adj Budget	Year-To-Date Actual	Year-To-Date Encumbrances	Bdgt. to Act. Variance	Pct. Spent
51110	Regular full time	6,532,212.00	(350,000.00)	6,182,212.00	3,775,901.99	0.00	2,406,310.01	61.1%
51111	Regular part time	1,133,654.00	(50,000.00)	1,083,654.00	675,893.71	0.00	407,760.29	62.4%
51114	Overtime	5,000.00	0.00	5,000.00	1,240.80	0.00	3,759.20	24.8%
51115	Termination pay	0.00	0.00	0.00	58,226.72	0.00	(58,226.72)	0.0%
51122	Temporary	825,000.00	50,000.00	875,000.00	422,050.43	0.00	452,949.57	48.2%
51130	Other pay	0.00	0.00	0.00	1,985.34	0.00	(1,985.34)	0.0%
51132	Special vacation pay	0.00	0.00	0.00	14,358.23	0.00	(14,358.23)	0.0%
51150	Vehicle-phone-data allowance	2,857.00	0.00	2,857.00	1,040.60	0.00	1,816.40	36.4%
51201	Retirement contribution	470,113.00	0.00	470,113.00	282,865.17	0.00	187,247.83	60.2%
51202	F.I.C.A.	63,113.00	0.00	63,113.00	20,794.44	0.00	42,318.56	32.9%
51203	PERS unfunded liability	1,253,071.00	0.00	1,253,071.00	748,557.86	0.00	504,513.14	59.7%
51210	Group health insurance	1,838,798.00	0.00	1,838,798.00	872,823.66	0.00	965,974.34	47.5%
51212	Group dental insurance	110,330.00	0.00	110,330.00	56,112.94	0.00	54,217.06	50.9%
51213	Vision insurance	17,548.00	0.00	17,548.00	9,363.30	0.00	8,184.70	53.4%
51214	Medicare insurance	105,029.00	0.00	105,029.00	69,518.33	0.00	35,510.67	66.2%
51215	Employee assistance program	4,148.00	0.00	4,148.00	2,443.55	0.00	1,704.45	58.9%
51220	Group life insurance	1,790.00	0.00	1,790.00	1,110.97	0.00	679.03	62.1%
51221	Disability insurance	82,234.00	0.00	82,234.00	28,857.69	0.00	53,376.31	35.1%
51222	SDI	37,912.00	0.00	37,912.00	21,645.94	0.00	16,266.06	57.1%
51230	Unemployment insurance	62,556.00	0.00	62,556.00	39,995.03	0.00	22,560.97	63.9%
51240	Workers' compensation	174,727.00	0.00	174,727.00	131,054.34	0.00	43,672.66	75.0%
<b>Total</b>		<b>12,720,092.00</b>	<b>(350,000.00)</b>	<b>12,370,092.00</b>	<b>7,235,841.04</b>	<b>0.00</b>	<b>5,134,250.96</b>	

**Expenditure Balances**

Criteria: Summarize By = Report,Account,Account; As Of = 3/31/2022; Period = 0,1,.12; Activity = 36\*; Account = 52\*,53\*,54\*,55\*,56\*,57\*,58\*,59\*

Acct	Title	Year-To-Date Ado Budget	Year-To-Date Adjustments	Year-To-Date Adj Budget	Year-To-Date Actual	Year-To-Date Encumbrances	Bdgt. to Act. Variance	Pct. Spent
52131	Claims management services - outside	12,000.00	0.00	12,000.00	1,640.90	0.00	10,359.10	13.7%
52135	Financial services - outside	518,083.00	0.00	518,083.00	382,383.00	9,618.39	126,081.61	75.7%
52139	Medical services	0.00	0.00	0.00	1,044.00	0.00	(1,044.00)	0.0%
52150	Merchant bank fees	600.00	0.00	600.00	330.22	0.00	269.78	55.0%
52155	Courier services	2,926.00	0.00	2,926.00	1,557.44	1,368.56	0.00	100.0%
52199	Other professional & technical services	188,300.00	150,000.00	338,300.00	80,150.22	44,272.44	213,877.34	36.8%
52201	Water, sewer and refuse	79,885.00	0.00	79,885.00	53,305.28	5,514.05	21,065.67	73.6%
52202	Hazardous materials disposal	500.00	0.00	500.00	0.00	0.00	500.00	0.0%
52211	Janitorial services	296,700.00	0.00	296,700.00	193,902.17	121,182.65	(18,384.82)	106.2%
52223	Equip annual inventory charge - internal	4,400.00	0.00	4,400.00	0.00	0.00	4,400.00	0.0%
52226	Vehicle work order charges - internal	25,999.00	0.00	25,999.00	6,752.23	0.00	19,246.77	26.0%
52227	Vehicle fuel island charges - internal	17,474.00	0.00	17,474.00	5,975.36	0.00	11,498.64	34.2%
52240	Office equipment operation/maint	7,340.00	0.00	7,340.00	4,000.09	0.00	3,339.91	54.5%
52241	Vehicle maintenance costs - outside	6,500.00	0.00	6,500.00	1,736.11	0.00	4,763.89	26.7%
52244	Other equipment operation/maintenance	10,725.00	0.00	10,725.00	2,586.15	0.00	8,138.85	24.1%
52246	Building and facility o & m - outside	265,132.00	0.00	265,132.00	204,889.88	54,793.69	5,448.43	97.9%
52247	Landscaping maintenance services	43,800.00	0.00	43,800.00	17,240.00	6,245.00	20,315.00	53.6%
52248	Software maintenance services	407,019.00	0.00	407,019.00	224,546.59	0.00	182,472.41	55.2%
52249	Hardware maintenance services	30,000.00	0.00	30,000.00	0.00	0.00	30,000.00	0.0%
52261	Equipment, building and land rentals	240,452.00	43,636.00	284,088.00	214,625.50	3,570.00	65,892.50	76.8%
52269	Equipment lease-outside	18,000.00	0.00	18,000.00	20,850.53	10,151.12	(13,001.65)	172.2%
52302	Travel and meetings	19,200.00	0.00	19,200.00	603.30	0.00	18,596.70	3.1%
52304	Training	82,300.00	0.00	82,300.00	18,233.36	0.00	64,066.64	22.2%
52403	Telecommunications service - outside	240,585.00	118,757.00	359,342.00	126,933.84	33,442.25	198,965.91	44.6%
52932	Liability insurance/surety bonds-interna	43,170.00	0.00	43,170.00	32,382.00	0.00	10,788.00	75.0%
52933	Liability insurance/surety bonds-outside	68,000.00	0.00	68,000.00	57,928.00	0.00	10,072.00	85.2%
52960	Advertising	31,570.00	0.00	31,570.00	13,786.30	0.00	17,783.70	43.7%
52961	Dues and memberships	37,453.00	0.00	37,453.00	31,074.00	0.00	6,379.00	83.0%
52972	Printing and binding-outside	32,600.00	0.00	32,600.00	8,248.57	0.00	24,351.43	25.3%
53101	Postage charges	7,000.00	0.00	7,000.00	3,495.04	0.00	3,504.96	49.9%
53102	Office supplies	24,250.00	0.00	24,250.00	13,742.79	0.00	10,507.21	56.7%
53106	Books and periodicals	1,247,165.00	683,768.08	1,930,933.08	890,721.58	23,096.79	1,017,114.71	47.3%
53107	Books and periodicals-grants & donations	21,923.00	160,544.28	182,467.28	14,469.46	0.00	167,997.82	7.9%
53108	Safety clothing and equipment	13,910.00	0.00	13,910.00	6,541.44	0.00	7,368.56	47.0%
53109	Copier supplies	6,430.00	0.00	6,430.00	0.00	0.00	6,430.00	0.0%
53112	Library functional supplies	171,500.00	0.00	171,500.00	80,283.31	0.00	91,216.69	46.8%
53113	Janitorial supplies	28,000.00	0.00	28,000.00	11,004.15	0.00	16,995.85	39.3%

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**Expenditure Balances**

Criteria: Summarize By = Report,Account,Account; As Of = 3/31/2022; Period = 0,1..12; Activity = 36\*; Account = 52\*,53\*,54\*,55\*,56\*,57\*,58\*,59\*

Acct	Title	Year-To-Date Ado Budget	Year-To-Date Adjustments	Year-To-Date Adj Budget	Year-To-Date Actual	Year-To-Date Encumbrances	Bdgt. to Act. Variance	Pct. Spent
53311	Electricity	205,275.00	0.00	205,275.00	126,463.78	0.00	78,811.22	61.6%
53312	Natural gas	39,950.00	0.00	39,950.00	34,145.20	0.00	5,804.80	85.5%
54990	Miscellaneous supplies and services	205,423.00	17,873.95	223,296.95	175,212.03	0.00	48,084.92	78.5%
56960	Loans and grants	0.00	334,587.87	334,587.87	57,000.00	0.00	277,587.87	17.0%
56995	Refunded fees and fines	2,000.00	0.00	2,000.00	363.65	0.00	1,636.35	18.2%
57401	Office furniture/equipment	18,000.00	0.00	18,000.00	29,741.11	142.89	(11,884.00)	166.0%
57402	Vehicle equipment	80,000.00	0.00	80,000.00	0.00	64,268.53	15,731.47	80.3%
57409	Computer equipment	240,000.00	33,621.90	273,621.90	8,815.86	93.20	264,712.84	3.3%
57990	Other capital outlay	150,000.00	0.00	150,000.00	20,362.61	0.00	129,637.39	13.6%
<b>Total</b>		<b>5,191,539.00</b>	<b>1,542,789.08</b>	<b>6,734,328.08</b>	<b>3,179,067.05</b>	<b>377,759.56</b>	<b>3,177,501.47</b>	

**Revenue Balances**

Criteria: Summarize By = Report,Fund,Account; As Of = 3/31/2022; Period = 0,1..12; Fund = 951

Acct	Title	Year-To-Date Ado Budget	Year-To-Date Adjustments	Year-To-Date Adj Budget	Year-To-Date Actual	Bdgt. to Act. Variance	Pct. Spent
<b>Fund 951 -- Library Joint Powers Authority</b>							
41211	Sales and use tax	8,912,416.00	0.00	8,912,416.00	7,322,816.90	1,589,599.10	82.2%
43110	Federal operating grants & contributions	0.00	100,000.00	100,000.00	45,000.00	55,000.00	45.0%
43199	Other federal revenues	0.00	118,757.00	118,757.00	118,756.82	0.18	100.0%
43210	State operating grants and contributions	0.00	0.00	0.00	73,029.48	(73,029.48)	0.0%
43310	Local operating grants and contributions	0.00	13,000.00	13,000.00	141,000.00	(128,000.00)	1,084.6%
43311	Maintenance of effort contributions	6,115,273.00	0.00	6,115,273.00	4,064,366.42	2,050,906.58	66.5%
44630	Room rentals-library JPA	4,640.00	0.00	4,640.00	2,320.00	2,320.00	50.0%
45131	Library fines	0.00	0.00	0.00	15,360.47	(15,360.47)	0.0%
46110	Pooled cash and investment interest	92,840.00	0.00	92,840.00	0.00	92,840.00	0.0%
46190	Interest earnings - other	14,763.00	0.00	14,763.00	3,006.48	11,756.52	20.4%
46303	Donations - library	13,100.00	49,835.64	62,935.64	19,841.74	43,093.90	31.5%
46309	Donations - library - Friends of the Lib	27,923.00	252,259.19	280,182.19	79,359.14	200,823.05	28.3%
46910	Miscellaneous operating revenue	8,500.00	13,365.00	21,865.00	14,846.06	7,018.94	67.9%
46990	Miscellaneous non-operating revenue	0.00	0.00	0.00	(1,099.25)	1,099.25	0.0%
49122	From Library Private Trust Fund	22,190.00	21,593.30	43,783.30	0.00	43,783.30	0.0%
<b>Total Library Joint Powers Authority</b>		<b>15,211,645.00</b>	<b>568,810.13</b>	<b>15,780,455.13</b>	<b>11,898,604.26</b>	<b>3,881,850.87</b>	
<b>Total</b>		<b>15,211,645.00</b>	<b>568,810.13</b>	<b>15,780,455.13</b>	<b>11,898,604.26</b>	<b>3,881,850.87</b>	

Chair                    Mali LaGoe  
Vice Chair            Carlos Palacios  
Board Member        Jamie Goldstein  
Board Member        Matt Huffaker



## **STAFF REPORT**

DATE:                May 5, 2022  
TO:                    Library Joint Powers Authority Board  
FROM:                Yolande Wilburn, Library Director  
RE:                    3<sup>rd</sup> Qtr. SCPL Incident Report

### **STAFF RECOMMENDATION**

Accept and File Incident Report for 3<sup>rd</sup> Qtr. FY 2021-2022.

### **DISCUSSION**

The 3<sup>rd</sup> quarter incident report shows the number of incidents occurred system-wide by branch and the number of suspensions issued by branch.

Attachment: Incident Report for 3<sup>rd</sup> Qtr. FY 2021-2022

Prepared by:            Kira Henifin,  
Principal Management Analyst

Reviewed and            Forwarded by: Yolande Wilburn, Library Director

SCPL Incident Report by Branch - FY 21/22															
	QTR 1			QTR 2			QTR 3			QTR 4			YTD Totals		
	FY 2021	FY 21/22	% Change	FY 2021	FY 21/22	% Change	FY 2021	FY 21/22	% Change	FY 2021	FY 21/22	% Change	FY 2021	FY 21/22	% Change
Aptos	19	Closed		2	2		5	0	-100%	0			#VALUE!		
Boulder Creek	0	Closed		0	Closed		0	0		0					
Branciforte	16	Closed		9	Closed		9	0	-100%	1					
Capitola	Closed	9		Closed	8		Closed	3		Closed			Closed		
Downtown	5	17	240%	6	12		5	42	740%	14			42		
Felton	Closed	4		0	2		1	4	300%	0			0		
Garfield Park	3	Closed		7	Closed		2	0	-100%	0					
La Selva Beach	Closed	0		Closed	0		Closed	1		Closed			Closed		
Live Oak	11	Closed		12	7		2	1	-50%	0			#VALUE!		
Scotts Valley	1	Closed		0	Closed		1	0	-100%	1			#VALUE!		
<b>TOTAL</b>	<b>55</b>	<b>30</b>	<b>-45%</b>	<b>36</b>	<b>31</b>		<b>25</b>	<b>51</b>	<b>104%</b>	<b>16</b>			<b>132</b>		<b>-100.0%</b>

Suspensions by Branch															
	QTR 1			QTR 2			QTR 3			QTR 4			YTD Totals		
	FY 2021	FY 21/22	% Change	FY 2021	FY 21/22	% Change	FY 2021	FY 21/22	% Change	FY 2021	FY 21/22	% Change	FY 2021	FY 21/22	% Change
Aptos	2	Closed		1	Closed		0	0		0			#VALUE!		
Boulder Creek	0	Closed		0	Closed		0	0		0			#VALUE!		
Branciforte	5	Closed		0	Closed		0	0		0			#VALUE!		
Capitola	Closed	9		Closed	0		Closed	2		Closed			Closed		
Downtown	17	17	0%	2	6		1	33	3200%	6			26		
Felton	0	4		0	1		0	1		0			0		
Garfield Park	1	Closed		0	Closed		0	0		0			#VALUE!		
La Selva Beach	Closed	0		Closed	0		Closed	0		Closed			Closed		
Live Oak	1	Closed		0	Closed		0	0		0			#VALUE!		
Scotts Valley	0	Closed		0	Closed		0	0		0			#VALUE!		
<b>TOTAL</b>	<b>26</b>	<b>30</b>	<b>15%</b>	<b>3</b>	<b>7</b>	<b>133%</b>	<b>1</b>	<b>36</b>	<b>3500%</b>	<b>6</b>			<b>73</b>		

\* Branch Closures due to COVID-19, effective 3/14/20, resulted in significant reductions along with closure due to Measure S Facility Improvements

Chair                    Mali LaGoe  
Vice Chair            Carlos Palacios  
Board Member        Jamie Goldstein  
Board Member        Matt Huffaker



## STAFF REPORT

DATE:                May 5, 2022  
TO:                    Library Joint Powers Authority Board  
FROM:                Yolande Wilburn, Library Director  
RE:                    3<sup>rd</sup> Quarter Workplan FY 2021/2022

### RECOMMENDATION

Accept and File Workplan for 3rd Qtr. FY 2021/2022.

### DISCUSSION

Attached, please find the third quarter workplan. The third quarter plan runs from January through the end of March and the report attempts to capture the Library's operations and high impact programs and services within this quarter across five areas: 1. Learning 2. Digital Inclusion 3. Transformative Spaces 4. User Experience 5. Organizational Capacity.

Attachment: 3<sup>rd</sup> Qtr. FY 2021/22 Workplan

**WORKPLAN:**

**FY 2021-2022**

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



## **1. Learning Accomplishments:**

### **Quarter 3**

#### **ADULT**

The Library held 279 programs for adults, with 1,459 patrons in attendance in the third quarter, which covers January through the end of March. The following are some of the highlights from that period:

#### **Empowering the Public at the Life Literacies Center:**

*The Life Literacies Center (at the Downtown Branch Library) provides transformative and equitable programs and services to library users via collaborative engagement with community partners, volunteers, and library staff.*

- **Workforce Development:** In partnership with the Santa Cruz County Workforce Collaborative, the Library held workshops in Spanish and English at the Downtown Branch and on Zoom. Topics covered Resume writing, Upskilling for job advancement, the Monterey Bay Economic Partnership Career Coach and Mapping Tool, and short-term certificates. Programs were recorded for later viewing on the SCPL Youtube Channel.
- Library staff provide one-on-one job seeker assistance in English and Spanish at Downtown Branch and in partnership with the Santa Cruz County Workforce Collaborative
- **Homeless Garden Project (HGP) partnership.** The Library created a new partnership to provide office hours in the Life Literacies Center at the Downtown Branch. The HGP open office hours provide people experiencing homelessness the opportunity to learn more about services and programs. The partnership provides space to meet with clients, service providers, community organizations, and others to support a thriving and inclusive community, workforce, and local food system.
- **Project Scout:** The Library hosted expert volunteer tax help from the organization Project Scout to serve anyone over the age of 60, those with a disability, low-income families and individuals. Over 100 people have completed their tax filings so far.

#### **Empowering the Public Throughout the County:**

- **Adult Class Visits at Capitola:** The Capitola Branch Library hosted the first class visit for adult English language learning students from Live Oak Resource Center to connect them with library staff, sign up for library cards, and learn how to access library materials.
- **Financial literacy:** The Library started a pilot program series with SC Community Credit Union, hosting the first program on Zoom.
- **San Lorenzo Valley Emergency Network:** The Library began hosting the monthly meeting of this important network at the Felton Branch Library to teach local emergency preparedness.
- **The Veterans Information Center at the Downtown Branch Library:** Expanded service hours with 3 volunteers + librarian staffing the veterans' information center desk, and helped 25 veterans this quarter.

#### **Community Connection and Collaboration:**

- **Our Community Reads 2022:** The Library supported the Friends of the Aptos Library's annual Our Community Reads Program with 5 events on Zoom during

the month of February and a special themed trivia night for Trivia on Tap at Steel Bonnet in Scotts Valley.

- Community Poetry Circle at the Felton Branch: The Library added a monthly poetry writing workshop at Felton.
- Genealogy Lecture Series: The Library hosted three lectures on Zoom. The virtual platform made it possible for a San Francisco-based expert to teach participants how to search the newly released 1950 census and for a professional genealogist in Ireland to discuss records available for researching in Ireland for events before 1800
- Friday Movie Matinee at La Selva Beach: The Library began hosting the 4<sup>th</sup> Friday Movie Matinee at La Selva Beach Branch Library.

### Quarter 3

#### YOUTH

The Library held 153 programs for youth 0-18, with 1,989 patrons in attendance in the third quarter, which covers January through the end of March. The following are some of the highlights from that period:

#### **Early Literacy/Kindergarten Readiness:**

- 1000 Books Before Kindergarten: Santa Cruz Public Libraries' 1,000 Books Before Kindergarten program is a fun, exciting, and free way to start children on the path to success! Any child who has not yet entered kindergarten can participate. This new system wide program that seeks to improve literacy for young children had a soft launch in March, with 52 signups as of April 11. The program encourages parents and caregivers to read to their children to help prepare them to be ready for kindergarten. The simple and enjoyable act of sharing books helps children learn pre-reading skills such as understanding the sounds letters make, developing a bigger vocabulary, and building background knowledge—all important skills that help prepare children for learning to read and entering kindergarten.
- Preschool Storytimes have started outdoors at Capitola and La Selva Beach again.

#### **Student Success:**

- Homework Help started at Felton, Downtown, Capitola, and La Selva Beach in January. After taking a winter break, R.E.A.D. restarted at Downtown, Capitola, and La Selva Beach in January.

#### **Safe After School:**

- Weekly Afterschool STEAM programs started in January at La Selva Beach (Thursdays), and Capitola (Wednesdays).
- Kids Create in person STEAM program started up again after a 2-year hiatus from Garfield Park. It took place at Downtown.
- Downtown Youth Services hosted a spring scavenger hunt in the upstairs youth services space for the month of March. It was VERY popular and over 125 kids participated and got to pick a prize.
- Grab & Go STEAM kits were delivered to all open branches twice a month. 165 kits in total were delivered and picked up each time. This has been a very popular program and will continue through Summer Reading.

- Capitola’s outdoor STEAM craft program started up in February after a winter break. It is gathering 30-50 people each week and both children and parents enjoy meeting up, getting messy and trying out new projects.

**Teens:**

- D&D has concluded another successful campaign. All the teens role-played their hearts out and had a tremendously good time.
- The Advisory Council of Teens (ACT) in the North County has been going for 6 months now. They are still providing feedback for the Felton Teen Room renovation, including lights, shelving, carpet and chair design, plants and art. Their proposed teen programs have come to fruition. This includes the Teen Zine Club which started in February. And a new coding class for tweens, that is going to start May 1.
- Librarian Iván Llamas is in charge of organizing and providing teen events for the Santa Cruz County Workforce Collaborative project. The Library had its second Teen Career Spotlight on March 30, 2022. The Library hosted four wonderful speakers and a great moderator which really conceptualized the path of being a professional.

**School Partnerships:**

- In February, the Capitola Branch Library hosted 3 first grade classes from Soquel Elementary School.
- Library staff completed over 150 library card registrations for New Brighton Middle School.
- Library staff attended the Fiesta de las artes at Bayview Elementary School on March 26<sup>th</sup> and provided a craft and promoted Summer Reading, Homework Help and READ.
- On March 24<sup>th</sup>, Ms. Barrientosi’s 6<sup>th</sup> grade class from Waldorf School came to the Downtown Branch for a class visit.
- Library staff provided a presentation on SCPL Equity and Access to members of the education community attending the COE Inside Education program. They also visited Pacific Elementary School in Davenport and learned about its innovative and unique school lunch program and attended the Your Future is Our Business Education and Business Luncheon to learn about ways community partners are supporting this program preparing youth for future careers.

**Community Collaborations:**

- In partnership with Community Television of Santa Cruz, the second 6-week series of Imagine & Create Your Own Animated Movie started in La Selva Beach in March and will continue through April. After the first session, the program moved to Capitola to provide more space for attendees. This Program is for teens 12 to 18.
- The Afterschool STEAM program partnership with the La Selva Beach Afterschool Childhood Enrichment (ACE) program restarted in January after a brief winter break.
- In partnership with the Santa Cruz County Parks Department, La Selva Beach hosted the Gambit Chess Club. The daily program was held the first week in January.
- Library staff have been working with the Santa Cruz County Office of Education LGBTQ Book Selection Committee creating vetted LGBTQ+ booklists for grades K-12.

***2. Digital Inclusion Accomplishments:***

**Quarter 3**

- Library sponsored and supported Zoom is keeping Dungeons & Dragons going as it allows teens from all over the county to participate without getting rides or taking parents' time.

- Library Director Yolande Wilburn, Santa Cruz city Mayor Sonja Brunner and other African American Community leaders read picture books by African American authors that were video recorded and presented on our YouTube channel during Black History Month.
- Tech Talks – Library staff taught 10 classes to build digital literacy with mobile devices. Topics included Privacy Tune-up, 2-Factor Authentication, Smartphone 101, Health App, Calendar Optimization, All About Photos, and eBooks & Audiobooks

### 3. Transformative Spaces Accomplishments:

#### Quarter 3

- Librarian Heather Norquist served on the public art committees selecting the artists who will create public art for the Live Oak Annex and Aptos Measure S projects.
- The Library Art Committee met at the Capitola branch and approved the donation of “Art Frame” by Anastasiya Bachmanova to be installed in the grass area next to the playground during the summer 2022.
- Afterhours MOU. The Library has worked with City of Santa Cruz Risk Management to develop and finalize a template for creating contracts with partners to use library spaces during non-open hours.

### 4. User Experience Accomplishments:

#### Quarter 3

#### Inside Library Spaces:

- At Capitola, the Library had a series of fun displays. In January, the Library celebrated Winter Reads; February saw a number of themes, including Lunar New Year, Valentine’s Day, Black History Month, and Library Lovers’ Month; in March we celebrated Women’s History Month.
- For Library Lover’s Month, the public was encouraged to write down and post why they love their library on paper hearts. It was so successful that staff have continued to leave it up through the end of March.
- At Felton, staff have created some dynamic displays showcasing changing seasons, birds, Black History Month, Holocaust Remembrance Day, Will Eisner Week, and Women’s History Month Display.

#### Collections and Services:

- SCPL Youth Librarians contributed a list of recommended books about water for the “Raise a Water Wise Kid” article in the 3/30/22 issue of *Growing up in Santa Cruz*.
- Effective January 31st, a library card in good standing is necessary for checking out content from SCPLs following eResource vendors: Hoopla, Kanopy, and OverDrive/Libby. Access with an account beginning with PACREG is no longer accepted for these vendors. A library card beginning with 100010 is necessary for access to eResources that can be checked out. Patrons with an account beginning with PACREG can visit a library branch to upgrade to a full-service card. This change reverted the action taken during the first week of closure in March, 2020 due to the pandemic. This brings back the necessity to have a library card and be a California resident to use library resources.
- Workforce Development databases: Through the Career Pathways program, The California State Library made available for free to public libraries digital platforms focused on workforce development. These platforms are available to libraries thanks to funding from the American Rescue Plan Act, Coronavirus Aid, Relief, and Economic Security Act, and the Library Services and Technology Act via the Institute for Museum and Library Services. Santa Cruz Public Libraries are offering LinkedIn Learning, Coursera, and GetSetUp.

- Selectors have been creating curated lists on OverDrive to increase browsability and highlight some of the great content offered on OverDrive. New lists include Great Courses, Pimsleur Language Learning, and Magic Treehouse.

## **5. Organizational Capacity:**

### **Quarter 3**

#### **Staffing:**

- The Library hired a new Library Information Specialist.

#### **Friends:**

- The Felton Branch Library has been working with the Felton Library Friends on improvements, as well as discussions on enhancements for the Teen Room. We have also been working closely with our Team, Jessica Goodman, and the FLF on our Community-Led Learning pilot (also known as “Branch Out Felton”).

#### **Training:**

- The Library sent staff from all positions to Portland, Oregon to attend the Public Library Association’s Conference.
-

Chair                    Mali LaGoe  
Vice Chair            Carlos Palacios  
Board Member        Jamie Goldstein  
Board Member        Matt Huffaker



## **STAFF REPORT**

DATE:                May 5, 2022  
TO:                    Library Joint Powers Authority Board  
FROM:                Yolande Wilburn, Library Director  
RE:                    3<sup>rd</sup> Qtr. Report Community Impact Measures

### **STAFF RECOMMENDATION**

Accept and File Community Impact Measures for 3<sup>rd</sup> Qtr. FY 2021-2022

### **DISCUSSION**

This 3<sup>rd</sup> quarter report covers the time period of July 1, 2021 through March 31, 2022 and compares this data to the previous year.

Programming statistics report updates:

- In FY22, we are now offering in-person programs at our open branches, virtual programs, and outreach programs for underserved communities outside our library walls. To better reflect the differences between these types of programs, we have created a new “Virtual Branch,” split off from Outreach, beginning October 2021. With the changes in how we deliver programs over the past 2 years, the chart comparisons for Outreach between FY21 and FY22 will not directly correspond.

- Total circulation system-wide increased by 97%.
- Total visitors by branch system-wide: 639%
- Total number of new registrations increased by 49%.
- Total hours of public internet computer use system-wide: N/A since the branches were only providing lobby service this time last year.
- Total hours of wireless internet sessions increased by 48%.
- Total sessions of public internet use: N/A since the branches were only providing lobby service this time last year.
- Total number of public wifi sessions increased by 18%.
- Total hours of meeting room use system-wide: N/A since the branches were only providing lobby service this time last year.
- The total number of programs held system-wide increased by 114%.
- The total number of program attendees held system-wide increased by 23%.

Attachment:

3<sup>rd</sup> Quarter Community Impact Measures

Report Prepared by: Kira Henifin, Principal Management Analyst  
Christine Campbell, Library Assistant IV

Reviewed and Forwarded by: Yolande Wilburn, Library Director

CIRCULATION BY BRANCH														
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Totals	
	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY 21/22
Aptos	17,414	57	-100%	17,289	0	-100%	17,425	0	-100%	12,505			52,128	57
Boulder Cre	0	0	0%	43	0	-100%	0	0	0%	0			43	0
Branciforte	164	0	-100%	552	0	-100%	42	0	-100%	0			758	0
Capitola	0	54,347	0%	0	54,914	0%	0	55,949	0%	7,967			0	165,210
Downtown	19,912	47,273	137%	19,584	45,507	132%	21,611	48,246	123%	25,530			61,107	141,026
Felton	5,572	29,805	435%	9,445	31,593	234%	9,148	33,951	271%	14,712			24,165	95,349
Garfield Par	57	0	-100%	39	0	-100%	20	0	-100%	0			116	0
La Selva Bea	22	7,903	35823%	1	6,642	664100%	106	6,723	6242%	3,367			129	21,268
Live Oak	12,703	12,762	0%	13,476	10	-100%	14,185	26	-100%	20,231			40,364	12,798
Scotts Valley	8,561	7,511	-12%	5,734	27	-100%	9,212	16	-100%	16,736			23,507	7,554
Outreach	1,689	5,062	200%	2,874	5,277	84%	4,451	5,372	21%	5,007			9,014	15,711
<b>TOTAL</b>	<b>66,094</b>	<b>164,720</b>	<b>149%</b>	<b>69,037</b>	<b>143,970</b>	<b>109%</b>	<b>76,200</b>	<b>150,283</b>	<b>97%</b>	<b>106,055</b>			<b>211,331</b>	<b>458,973</b>
Digital Bran	119,424	110,918	-7%	117,922	109,713	-7%	120,687	111,483	-8%	109,842			358,033	332,114
<b>Total incl. D</b>	<b>185,518</b>	<b>275,638</b>	<b>49%</b>	<b>186,959</b>	<b>253,683</b>	<b>36%</b>	<b>196,887</b>	<b>261,766</b>	<b>33%</b>	<b>215,897</b>			<b>569,364</b>	<b>791,087</b>

VISITORS BY BRANCH														
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Totals	
	FY20/21	FY21/22	% Change	FY 20/21	FY21/22	% Change	FY 20/21	FY21/22	% Change	FY 20/21	FY21/22	% Change	FY20/21	FY21/22
Aptos	0		0%	0	0	0%	0	0	0%	0			0	0
Boulder Cre	0	0	0%	0	0	0%	0	0	0%	0			0	0
Branciforte	0	0	0%	0	0	0%	0	0	0%	0			0	0
Capitola	0	0	0%	0	0	0%	0	0	0%	0			0	0
Downtown	0	38,335	-100%	0	36,823	-100%	0	40,899	0%	0			0	116,057
Felton	0	19,905	-100%	8,499	22,952	170%	9,353	23,492	151%	10,708			17,852	66,349
Garfield Par	0	0	0%	0	0	0%	0	0	0%	0			0	0
La Selva Bea	0	0	0%	0	0	0%	0	0	0%	0			0	0
Live Oak	0	4,880	-100%	0	0	0%	0	0	0%	0			0	4,880
Scotts Valley	0	0	0%	0	0	0%	0	0	0%	0			0	0
Outreach	0	3,441	-100%	0	3,796	-100%	0	4,771	0%	0			0	12,008
<b>TOTAL</b>	<b>0</b>	<b>66,561</b>	<b>-100%</b>	<b>8,499</b>	<b>63,571</b>	<b>648%</b>	<b>9,353</b>	<b>69,162</b>	<b>639%</b>	<b>10,708</b>			<b>17,852</b>	<b>199,294</b>

NEW REGISTRATIONS														
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Totals	
	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22
Aptos	214	124	-42%	185	82	-56%	168	69	-59%	120			567	275
Boulder Cre	15	31	107%	19	17	-11%	17	21	24%	19			51	69
Branciforte	43	28	-35%	33	32	-3%	33	21	-36%	32			109	81
Capitola	91	828	810%	78	557	614%	83	592	613%	283			252	1,977
Downtown	370	725	96%	294	595	102%	405	654	61%	371			1,069	1,974
Felton	46	243	428%	75	201	168%	78	265	240%	103			199	709
Garfield Par	23	21	-9%	22	22	0%	28	15	-46%	15			73	58
La Selva Bea	0	46	-100%	9	44	389%	14	47	236%	41			23	137
Live Oak	111	146	32%	132	50	-62%	101	56	-45%	150			344	252
Scotts Valley	73	109	49%	88	51	-42%	107	42	-61%	144			268	242
Outreach	48	85	77%	43	216	402%	213	82	-62%	34			304	383
<b>TOTAL</b>	<b>1,034</b>	<b>2,386</b>	<b>131%</b>	<b>978</b>	<b>1,867</b>	<b>91%</b>	<b>1,247</b>	<b>1,864</b>	<b>49%</b>	<b>1,312</b>			<b>3,259</b>	<b>6,117</b>

HOURS OF PUBLIC INTERNET COMPUTER USE														
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Totals	
	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22
Aptos	0	0	0%	118	0	-100%	0	0	0%	511			118	0
Boulder Cre	0	0	0%	0	0	0%	0	0	0%	0			0	0
Branciforte	0	0	0%	0	0	0%	0	0	0%	0			0	0
Capitola	0	1,390	0%	0	1,501	0%	0	2,064	0%	93			0	4,955
Downtown	0	6,676	0%	80	7,569	9361%	0	7,862	0%	1,204			80	22,107
Felton	0	307	0%	17	591	3376%	0	765	0%	445			17	1,663
Garfield Par	0	0	0%	0	0	0%	0	0	0%	0			0	0
La Selva Bea	0	83	0%	0	80	0%	0	104	0%	30			0	267
Live Oak	0	294	0%	0	0	0%	0	0	0%	89			0	294
Scotts Valley	0	113	0%	110	0	-100%	0	0	0%	531			110	113
<b>TOTAL SYST</b>	<b>0</b>	<b>8,863</b>	<b>0%</b>	<b>325</b>	<b>9,741</b>	<b>2897%</b>	<b>0</b>	<b>10,795</b>	<b>0%</b>	<b>2,903</b>			<b>325</b>	<b>29,399</b>



HOURS OF WIRELESS INTERNET SESSIONS														
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Totals	
	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22
Aptos	0	2,510	0%	9,686	0	-100%	10,941	0	-100%	10413			20,627	2,510
Boulder Cre	0	0	0%	15	0	-100%	0	0	0%	0			15	0
Branciforte	0	0	0%	12,218	0	-100%	11,173	0	-100%	0			23,391	0
Capitola	0	23,551	0%	0	27,345	0%	0	28,662	0%	4985			0	79,558
Downtown	0	42,246	0%	30,172	44,127	46%	28,789	46,994	63%	29130			58,961	133,367
Felton	0	16,743	0%	10,545	21,355	103%	9,576	19,996	109%	11406			20,121	58,094
Garfield Par	0	0	0%	6,496	0	-100%	3,456	142	-96%	0			9,952	142
Headquarte	0	12,478	0%	4,234	10,920	158%	5,028	14,501	188%	8825			9,262	37,899
La Selva Bea	0	2,439	0%	0	2,378	0%	254	2,987	1076%	1716			254	7,804
Live Oak	0	9,975	0%	7,545	7,185	-5%	9,619	8,055	-16%	8667			17,164	25,215
Scotts Valle	0	11,205	0%	7,600	7,161	-6%	8,969	8,547	-5%	11408			16,569	26,913
<b>TOTAL SYST</b>	0	121,147	0%	88,511	120,471	36%	87,805	129,884	48%	86,550			176,316	371,502

SESSIONS OF PUBLIC INTERNET USE														
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Totals	
	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22
Aptos	0	0	0%	0	0	0%	0	0	0%	703			0	0
Boulder Cre	0	0	0%	0	0	0%	0	0	0%	0			0	0
Branciforte	0	0	0%	0	0	0%	0	0	0%	0			0	0
Capitola	0	2,342	-100%	0	2,494	-100%	0	3,152	-100%	221			0	7,988
Downtown	0	5,762	-100%	0	6,577	-100%	0	7,011	-100%	1403			0	19,350
Felton	0	560	-100%	0	923	-100%	0	1,194	-100%	599			0	2,677
Garfield Par	0	0	0%	0	0	0%	0	0	0%	0			0	0
La Selva Bea	0	148	-100%	0	136	-100%	0	178	-100%	58			0	462
Live Oak	0	463	-100%	0	0	0%	0	0	0%	191			0	463
Scotts Valle	0	174	-100%	0	0	0%	0	0	0%	735			0	174
<b>TOTAL SYST</b>	0	9,449	-100%	0	10,130	-100%	0	11,535	-100%	3910			0	31,114

NUMBER OF PUBLIC WIFI SESSIONS														
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Totals	Totals
	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22
Aptos	0	7,601	-100%	21,149	0	-100%	22,999	0	-100%	21,025			44,148	7,601
Boulder Cre	0	0	0%	8	0	-100%	0	0	0%	0			8	0
Branciforte	0	0	0%	8,183	0	-100%	5,549	0	-100%	0			13,732	0
Capitola	0	26,045	-100%	0	28,350	0%	0	28,986	0%	0	8,110		0	83,381
Downtown	0	41,463	-100%	26,837	42,371	58%	28,313	43,812	55%	33,016			55,150	127,646
Felton	0	16,503	-100%	11,483	18,870	64%	11,916	18,229	53%	11,700			23,399	53,602
Garfield Par	0	0	0%	4,054	0	-100%	2,103	113	-95%	0			6,157	113
Headquarte	0	5,853	-100%	3,072	5,539	80%	3,734	7,255	94%	7,418			6,806	18,647
La Selva Bea	0	2,289	-100%	0	2,407	0%	315	2,661	745%	1,253			315	7,357
Live Oak	0	12,244	-100%	10,456	9,118	-13%	11,571	8,837	-24%	11,291			22,027	30,199
Scotts Valle	0	15,734	-100%	13,664	10,948	-20%	15,488	10,901	-30%	15,414			29,152	37,583
<b>TOTAL SYST</b>	0	127,732	-100%	98,906	117,603	19%	101,988	120,794	18%	109,227			200,894	366,129

HOURS OF MEETING ROOM USE														
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Totals	Totals
	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22
Aptos	0	0	0%	0	0	0%	0	0	0%	0			0	0
Boulder Cre	0	0	0%	0	0	0%	0	0	0%	0			0	0
Branciforte	0	0	0%	0	0	0%	0	0	0%	0			0	0
Capitola	0	200	-100%	0	1230	-100%	0	925	-100%	0			0	2,355
Downtown	0	140	-100%	0	534	-100%	0	518	-100%	0			0	1,192
Felton	0	138	-100%	0	520	-100%	0	231	-100%	0			0	889
Garfield Par	0	0	0%	0	0	0%	0	0	0%	0			0	0
La Selva Bea	0	0	0%	0	0	0%	0	0	0%	0			0	0
Live Oak An	0	0	0%	0	0	0%	0	0	0%	0			0	0
Scotts Valle	0	0	0%	0	0	0%	0	0	0%	0			0	0
<b>TOTAL HOU</b>	0	478	-100%	0	2284	-100%	0	1,674	-100%	0			0	4,436

NUMBER OF PROGRAMS														
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Totals	Totals
	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22
Aptos	0	0	0%	0	0	0%	0	0	0%	0			0	0
Boulder Cre	0	0	0%	0	0	0%	0	0	0%	0			0	0
Branciforte	0	0	0%	0	0	0%	0	0	0%	0			0	48
Capitola	0	6	-100%	0	48	-100%	0	71	-100%	0			0	154
Downtown	0	17	-100%	0	77	-100%	0	178	-100%	0			0	272
Felton	0	13	-100%	0	61	-100%	0	55	-100%	0			0	129
Garfield Par	0	0	0%	0	0	0%	0	0	0%	0			0	0
La Selva Bea	0	5	-100%	0	39	-100%	0	56	-100%	0			0	100
Live Oak	0	0	0%	0	0	0%	0	0	0%	0			0	0
Scotts Valle	0	0	0%	0	0	0%	0	0	0%	0			0	0
Outreach	197	212	8%	206	52	-75%	212	35	-83%	244			615	299
Virtual	0	0	0%	0	44	-100%	0	58	-100%	0			0	102
<b>TOTAL</b>	197	253	28%	206	321	56%	212	453	113.68%	244			615	1,104

PROGRAM ATTENDANCE														
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Totals	Totals
	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22
Aptos	0	0	0%	0	0	0%	0	0	0%	0			0	0
Boulder Cre	0	0	0%	0	0	0%	0	0	0%	0			0	0
Branciforte	0	0	0%	0	0	0%	0	0	0%	0			0	0
Capitola	0	122	-100%	0	700	-100%	0	894	-100%	0			0	1,716
Downtown	0	51	-100%	0	459	-100%	0	685	-100%	0			0	1,195
Felton	0	186	-100%	0	636	-100%	0	260	-100%	0			0	1,082
Garfield Par	0	0	0%	0	0	0%	0	0	0%	0			0	0
La Selva Bea	0	56	-100%	0	392	-100%	0	323	-100%	0			0	771
Live Oak	0	0	0%	0	0	0%	0	0	0%	0			0	0
Scotts Valle	0	0	0%	0	0	0%	0	0	0%	0			0	0
Outreach	2,911	2,205	-24%	3,008	963	-68%	2,661	422	-84%	2,978			8,580	3,590
Virtual	0	0	0%	0	330	0%	-	691	-100%	0			0	1,021
<b>TOTAL</b>	2,911	2,620	-10%	3,008	3,480	16%	2,661	3,275	23%	2,978			8,580	9,375

Capitola Opening on June 12, 2021  
La Selva Beach Closure on September 1, 2019  
Felton Closure on November 1, 2019  
Felton Opening on February 22, 2020  
Boulder Creek Closure on February 22, 2020  
System-wide Closure on March 15, 2020 due to COVID-19  
La Selva Beach Opening in March , 2021

Chair                    Mali LaGoe  
Vice Chair            Carlos Palacios  
Board Member        Jamie Goldstein  
Board Member        Matt Huffaker



## **STAFF REPORT**

DATE:                May 5, 2022  
TO:                    Library Joint Powers Authority Board  
FROM:                Yolande Wilburn, Library Director  
RE:                    Library Sales Tax Revenue Update

### **STAFF RECOMMENDATION**

Accept and File Library Sales Tax Revenue Update 3rd Qtr. for FY 2021-22.

### **BACKGROUND**

The County of Santa Cruz respectfully submits the Library Sales Tax Revenue Update. This report covers actual receipts for the third quarter FY 2021-22.

Attachments:            3<sup>rd</sup> Qtr. FY 2021-22 Library Sales Tax Revenue Update

Report Prepared by: Nicole Coburn,  
Assistant County Administrative Officer

Reviewed and Forwarded by: Yolande Wilburn, Library Director



# County of Santa Cruz

## COUNTY ADMINISTRATIVE OFFICE

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

831) 454-2100 • FAX: (831) 454-3420 • TDD/TTY: CALL 711

CARLOS J. PALACIOS, COUNTY ADMINISTRATIVE OFFICER

April 25, 2022

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

### 2021-22 3<sup>rd</sup> QUARTER LIBRARY SALES TAX REVENUE UPDATE

Dear Members of the Board of Directors:

The purpose of this letter is to provide an update on the Library Sales Tax actual receipts for the 3<sup>rd</sup> quarter of Fiscal Year (FY) 2021-22.

Library Sales Tax actual receipts for the 3<sup>rd</sup> quarter totaled \$3,455,708, or \$412,601 (13.6%) more than the 3<sup>rd</sup> quarter estimate in the 2021-22 adopted budget. Based on year-to-date actuals, receipts will total \$13,607,914, or \$1,191,912 (9.6%) more than the 2021-22 adopted budget, and \$340,708 (2.6%) more than the January estimate. This is also a \$1,828,026 (15.5%) increase from 2020-21 actual receipts, as shown in the attached history.

In FY 2021-22, the amount available to the two library systems is estimated at \$13,591,890 after administrative costs. This provides distributions of approximately \$3,096,232 to the Watsonville Library and \$10,495,658 to the Santa Cruz City/County Library System.

This office will provide an update in June as part of the next regular meeting of the Library Financing Authority. If you have any questions, please call me at 454-2100.

Sincerely,

DocuSigned by:

*Nicole Coburn*

Nicole Coburn

Assistant County Administrative Officer

Attachment

cc: Library Director, Santa Cruz City/County Library System  
Library Director, Watsonville Library  
County Administrative Officer  
City Managers  
Auditor-Controller-Treasurer-Tax Collector  
Finance Director, City of Santa Cruz  
Finance Director, City of Watsonville

SERVING THE COMMUNITY – WORKING FOR THE FUTURE

**Library Sales Tax Receipts - Quarterly and Annual**

Year	Quarter	Quarterly Actual	Estimate *	Annual		
				Actual / Estimate *	Change over Prior Year *	% Change over Prior Year
2010-11	1	1,845,994				
2010-11	2	1,944,408				
2010-11	3	1,784,248				
2010-11	4	1,738,035		\$7,312,685	\$365,266	5.26%
2011-12	1	1,977,610				
2011-12	2	2,017,194				
2011-12	3	1,926,748				
2011-12	4	1,878,232		\$7,799,784	\$487,098	6.66%
2012-13	1	2,067,292				
2012-13	2	2,213,276				
2012-13	3	2,073,641				
2012-13	4	2,010,230		\$8,364,440	\$564,656	7.24%
2013-14	1	2,308,067				
2013-14	2	2,271,714				
2013-14	3	2,211,364				
2013-14	4	2,082,934		\$8,874,079	\$509,639	6.09%
2014-15	1	2,321,923				
2014-15	2	2,338,481				
2014-15	3	2,295,975				
2014-15	4	2,183,913		\$9,140,291	\$266,212	3.00%
2015-16	1	2,458,685				
2015-16	2	2,516,897				
2015-16	3	2,378,260				
2015-16	4	2,244,832		\$9,598,675	\$458,384	5.01%
2016-17	1	2,503,646				
2016-17	2	2,571,786				
2016-17	3	2,487,745				
2016-17	4	2,334,143		\$9,897,319	\$298,645	3.11%
2017-18	1	2,650,310				
2017-18	2	2,701,663				
2017-18	3	2,548,173				
2017-18	4	2,445,825		\$10,345,970	\$448,651	4.53%
2018-19	1	2,621,108				
2018-19	2	3,060,073				
2018-19	3	2,755,632				
2018-19	4	2,509,718		\$10,946,530	\$600,560	5.80%
2019-20	1	2,763,878				
2019-20	2	2,808,769				
2019-20	3	2,898,615				
2019-20	4	1,932,316		\$10,403,578	(\$542,952)	-4.96%
2020-21	1	2,948,620				
2020-21	2	2,946,224				
2020-21	3	2,887,198				
2020-21	4	2,997,846		\$11,779,888	\$1,376,310	13.23%
2021-22	1	3,502,644				
2021-22	2	3,416,562				
2021-22	3	3,455,708				
2021-22	4		<b>3,233,000</b>	<b>\$13,607,914</b>	<b>\$1,828,026</b>	<b>15.52%</b>
2021-22 Total Receipts Net of Fees/Costs				<b>\$13,591,890</b>		

\* Bold amounts are estimated.

History for additional years going back to Fiscal Year 1997-98 is available upon request.

Chair Mali LaGoe  
Vice Chair Carlos Palacios  
Board Member Jamie Goldstein  
Board Member Matt Huffaker



## STAFF REPORT

DATE: May 5, 2022  
TO: Library Joint Powers Authority Board  
FROM: Yolande Wilburn, Library Director  
RE: Accept Bachmanova Art Frame Donation for Capitola Branch Library

### RECOMMENDATION

Accept the Bachmanova Art Frame donation for placement at the Capitola Library from June 1, 2022, through August 31, 2022.

### BACKGROUND

On January 11, 2022, the Art Committee met to review art donations for the Capitola Library. Information about the proposed piece was shared with the committee, comprised of three Library staff and three Friends of the Library. The Art Committee group discussed whether the proposed art is appropriate for display at the branch. Committee members shared their thoughts and voted to accept the Bachmanova Art Frame donation for placement at the Capitola Library. The Friends of the Santa Cruz Public Libraries subsequently agreed to accept the gift. The Library Director decided to accept the donation for a limited period from June 1 through August 31, 2022.

### DISCUSSION

The Gift Policy: Works of Art for Public Display requires donors wishing to present works of art to the Library System to write a letter to the Board. The letter describes the proposed gift, naming the branch location and the appropriate place where it might be displayed. These documents are attached for the Board's review and consideration.

Attachments:

Works of Art Gift Agreement: Bachmanova  
Picture of Art by Anastasiya Bachmanova "Outside the Frame"

Prepared by: Heather Norquist, Librarian III/Art Committee Chair for Library  
Reviewed and Approved by: Yolande Wilburn, Library Director



**Works of Art Gift Agreement**

For the work of art gift known as [insert name here], the Friends of the Santa Cruz Public Libraries (the Friends) and the Library Joint Powers Authority Board accept with gratitude the below described work of art. The Library shall maintain this gift in accordance with the Library Gifts Policy. Unless otherwise specified in a Gift Contract, the Library retains the right to refuse any gift, and to make all decisions regarding the processing, use, placement, access, storage, retention, sale, donation, or disposition of any gift.

ITEM DESCRIPTION (title, media, size, framing, signature):

"Art Frame" by Anastasiya Bachmanova, measuring 4' x 4', acrylic on wood, created as part of the "Outside the Frame" event hosted by the City of Capitola in partnership with Santa Cruz County Park Friends and neighboring Cities.

NOTE (Display needs or conditions, etc.):

The Library will install the Art Frame outside the Capitola Branch in the grass area next to the playground, to be in place during the summer of 2022. After that, the piece will be donated to the Friends of the Santa Cruz Public Libraries for disposition as they see fit.

Yvette Lopez Brooks

Printed Name of Donor

916 Ponselle Lane #4 Capitola CA 95010

Address of Donor

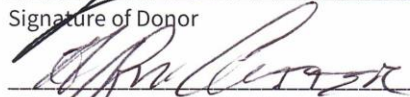
831-325-1984

Phone Number of Donor

  
Signature of Donor

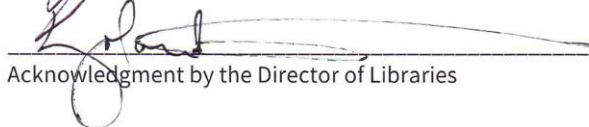
2.16.21

Date

  
Acknowledgment by the Friends of the Santa Cruz Public Libraries

2-16-22

Date

  
Acknowledgment by the Director of Libraries

2-16-22

Date

Related Documents: *Library Gifts Policy / Library Gifts Procedure*

Library Headquarters      117 Union Street, Santa Cruz, CA 95060      (831) 427-7706



**Proposed Art Donation for Capitola Branch: “Art Frame” by Anastasiya Bachmanova**

Dear Santa Cruz Public Library Director, Staff, and Arts Committee,

This past summer, the City of Capitola partnered with Santa Cruz County Park Friends and neighboring Cities to host our first ever "Outside the Frame" event. Local artists throughout the County created beautiful frames that were placed throughout the region as fun interactive photo opportunities as well as a way to get people outside during a very challenging pandemic. The event was a success, and in the end, all of the frames were auctioned off.

I have now purchased one of the frames and would like to donate it to the SCPL Capitola branch, to be placed outside or in an area where people can use it as a fun photo op.

The artist Anastasiya Bachmanova, website. <https://www.followthesunart.com/pages/about-us>. Inserted is a photo of the frame for your reference as well. I hope that you find this to be a nice match for the library.



--

Yvette Brooks  
Mayor - City of Capitola

420 Capitola Ave, Capitola, CA 95010  
831-479-8879

**Questions for the Donor:**

1. What are the Dimensions of the Piece?

The frame is 4'x4'

2. How would it be installed?

You can install it with a two by four.

3. Would it be considered a permanent installation?

The art can easily be moved around, and is not a permanent fixture.

**Input from Branch Manager:**

Hello All,

Yvette Brooks, the mayor of Capitola, would like to donate this art installation to the Capitola Branch. It was part of an art project that took place around the county, including a piece at the Capitola Branch, and was enjoyed by the community. At the end of the project/exhibit, each piece was auctioned off and Yvette purchased this one! The picture frame/art work would be in the grassy area outside of our branch. We would be delighted to accept the donation and would display it proudly.

Thank you for your consideration.

Melanee Barash

**Input from Toni Campbell, Friends of the Capitola Branch Library:**

Hi, Heather,

It is likely too late for this response but I'll send it along just in case. In my opinion, this picture frame is not art, it's a craft project. What I'm wondering is why your committee is even considering it. Where would it be used and why a photo op at the library? All this makes me wonder what your art committee criteria are for the offer of gifts. They tend to be nice tax write offs for the donor but what is the value added for the Capitola Library or any other branch and at what cost to the institution?

Toni

**Input from Nancy Gerdt, Art Committee Member unable to attend 1/11 meeting:**

Regarding the "Art Frame". I'm familiar with the county wide project sponsored by the County Park Friends. Many artists from all over the county participated and I was fortunate to see them all assemble in one location during the auction. It is a whimsical, temporary piece and one that kids/families could have fun photographing their time at the library. Creatively speaking, it suggests a constantly changing " landscape" within a frame. Regarding Toni's concerns on Art vs. Craft, I'm including an interesting 5 min. piece developed by Khan Academy here. Personally, I like the term "Visual Arts" and I think we limit our imaginations by trying to label different creations as one or the other. Does it really matter and does it interfere with the diversity of creative activities going on all around us?

Chair                    Mali LaGoe  
Vice Chair            Carlos Palacios  
Board Member        Jamie Goldstein  
Board Member        Matt Huffaker



## STAFF REPORT

DATE:                May 5, 2022  
TO:                    Library Joint Powers Authority Board  
FROM:                Yolande Wilburn, Library Director  
RE:                    Display of the Progressive Pride Flag

### RECOMMENDATION

Approve the Display of the Progressive Pride Flag at Santa Cruz Public Libraries Facilities to Commemorate Pride Month through June 2022

### BACKGROUND

On July 19, 2021 the Library submitted a staff report recommending that the Library Advisory Commission endorse flying the LGBTQ flag throughout the year and the LAC approved. Per the Commemorative flag policy #109, Guidance: Commemorative Flags.

*6. Commemorative Flags shall be authorized for display for a period of time that is reasonable or customary for the ceremony or the subject to be commemorated, but no longer than 365 continuous days. If the Director sees the need to commemorate the ceremony or subject for another period of time or for a longer period of time, he/she must make a new request to the LAC and then seek authorization from the LJPA.*

Pride month occurs in June of each year to commemorate the Stonewall Riots that occurred in New York City on June 28, 1969. Pride Month is a time to celebrate gay, lesbian, bisexual, transgender, queer, and asexual people, plus all other sexual orientations and genders, and to recognize the impact that these people have had on history locally, nationally and internationally.

The Progressive Pride flag began flying at the Capitola branch in 2021. To comply with the Commemorative Flag Policy, the Library Director seeks approval from the Library Advisory Commission to extend the 365-day rule to run through Pride Month to the end of June 2022, when the flag will come down.

Attachment: Commemorative Flag Policy



## Commemorative Flag Policy

JPAB Policy # 109  
Approved: August 2021  
Five-year Review Schedule: August 2026

### PURPOSE:

This Policy shall guide the outdoor display of commemorative flags at the branch locations for the Santa Cruz Public Libraries.

In adopting this policy, the Library Joint Powers Board declares that Santa Cruz Public Libraries' flagpoles are not intended to serve as a forum for free expression of the public, but rather for the display of Federal, State and City flags, and any commemorative flags as may be recommended by the Library Director, endorsed by the Library Advisory Commission (LAC) and authorized by the Library Joint Powers Authority (LJPA) as an expression of the Library's official sentiments. Those sentiments must be rooted in the values that underpin the Library's Strategic Plan and its mission.

### GUIDANCE:

#### Commemorative Flags

1. For purposes of this Policy, the term "commemorative flag" shall mean any flag that identifies with a specific date, historical event, cause, nation or group of people, whereby the Library honors or commemorates the date, event, cause, nation or people by displaying the flag.
2. The Library's Flagpoles are not a forum for free expression for or by the public.
3. Unless previously endorsed by the LAC and approved by the LJPA, Commemorative flags shall not be displayed on Library flag poles or in Library buildings.
4. The Library shall display commemorative flags only if endorsed by the LAC and authorized by the LJPA.
5. The recommendation for authorization of displaying a commemorative flag can only come from the Library Director.
6. Commemorative flags shall be authorized for display for a period of time that is reasonable or customary for the ceremony or the subject to be commemorated, but no longer than thirty-one (31) continuous days.
7. Authorization for display is an expression of the Library's official sentiments and must be consistent with the Library's mission and Strategic Plan and should incorporate themes of diversity, equity, social justice, and inclusion.
8. Commemorative flags will be flown in accordance with all applicable provisions of federal and state laws.

Chair Mali LaGoe  
Vice Chair Carlos Palacios  
Board Member Jamie Goldstein  
Board Member Matt Huffaker



## STAFF REPORT

DATE: May 5, 2022  
TO: Library Joint Powers Authority Board  
FROM: Yolande Wilburn, Library Director  
RE: Library Policies and Policy Schedule Review

### RECOMMENDATION

Accept and File:

Policy #109 Commemorative Flag Policy  
Policy #309 Gift Policy & Gift Agreement  
Policy #310 Gift Policy-Works of Art.  
Policy #315 Meeting Room Policy  
Policy #315 Meeting Room Policy: Addendum  
Policy #403 Library Naming Policy  
Policy renewal schedule.

### DISCUSSION

The Library System is governed by policies in order to maintain standards to ensure a safe and healthy environment for staff and patrons.

The Library would like the LAC to review the following policies that are up for renewal, as well as the overall policy renewal schedule.

Policy #309 Gift Policy & Gift Agreement

Policy #310 Gift Policy-Works of Art

#### **NOTE:**

Several changes have been made to the above two (2) policies, in order to make it easier to review them, the Library has provided a clean copy of the policy as well as a mark up copy so that commissioners can see the changes being proposed.

Policy #315 Meeting Room Policy

Policy #315 Meeting Room Policy: Addendum  
Policy #403 Library Naming Policy

Attachments:

Policy #109 Commemorative Flag Policy  
Policy #309 Gift Policy & Gift Agreement  
Policy #310 Gift Policy-Works of Art  
Policy #315 Meeting Room Policy  
Policy #315 Meeting Room Policy: Addendum  
Policy #403 Library Naming Policy  
Library Policy Renewal Schedule

Prepared by: Kira Henifin, Principal Management Analyst

Reviewed and Approved by: Yolande Wilburn, Library Director



## Commemorative Flag Policy

JPAB Policy # 109  
Approved: August 2021  
Five-year Review Schedule: August 2026

### **PURPOSE:**

This Policy shall guide the outdoor display of commemorative flags at the branch locations for the Santa Cruz Public Libraries.

In adopting this policy, the Library Joint Powers Board declares that Santa Cruz Public Libraries' flagpoles are not intended to serve as a forum for free expression of the public, but rather for the display of Federal, State and City flags, and any commemorative flags as may be recommended by the Library Director, endorsed by the Library Advisory Commission (LAC) and authorized by the Library Joint Powers Authority (LJPA) as an expression of the Library's official sentiments. Those sentiments must be rooted in the values that underpin the Library's Strategic Plan and its mission.

### **GUIDANCE:**

#### **Commemorative Flags**

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7. Authorization for display is an expression of the Library's official sentiments and must be consistent with the Library's mission and Strategic Plan and should incorporate themes of diversity, equity, social justice, and inclusion.
8. Commemorative flags will be flown in accordance with all applicable provisions of federal and state laws.

## Commemorative Flag Policy

JPAB Policy # 109  
Approved: August 2021  
Five-year Review Schedule: August 2026

### PURPOSE:

This Policy shall guide the outdoor display of commemorative flags at the branch locations for the Santa Cruz Public Libraries.

In adopting this policy, the Library Joint Powers Board declares that Santa Cruz Public Libraries' flagpoles are not intended to serve as a forum for free expression of the public, but rather for the display of Federal, State and City flags, and any commemorative flags as may be recommended by the Library Director, endorsed by the Library Advisory Commission (LAC) and authorized by the Library Joint Powers Authority (LJPA) as an expression of the Library's official sentiments. Those sentiments must be rooted in the values that underpin the Library's Strategic Plan and its mission.

### GUIDANCE:

#### Commemorative Flags

1. For purposes of this Policy, the term "commemorative flag" shall mean any flag that identifies with a specific date, historical event, cause, nation or group of people, whereby the Library honors or commemorates the date, event, cause, nation or people by displaying the flag.
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4. The Library shall display commemorative flags only if endorsed by the LAC and authorized by the LJPA.
5. The recommendation for authorization of displaying a commemorative flag can only come from the Library Director.
6. Commemorative flags shall be authorized for display for a period of time that is reasonable or customary for the ceremony or the subject to be commemorated, but no longer than **thirty-one (31)** continuous days.
7. Authorization for display is an expression of the Library's official sentiments and must be consistent with the Library's mission and Strategic Plan and should incorporate themes of diversity, equity, social justice, and inclusion.
8. Commemorative flags will be flown in accordance with all applicable provisions of federal and state laws.



## Gifts Policy

LJPB Policy #309

Approved:

Five-year Review Schedule: 2027

Santa Cruz Public Libraries (the Library) welcomes gifts of money (cash, securities, annuities, bequests, and trusts); materials; real, intellectual, or personal property; works of art for public display; and gifts in kind. Financial gifts to the Library are treated as revenue over and above the operating budget, and shall be used solely for the enhancement of basic library services, programs, materials, or facilities. Donors can state the intent of the donation using the Gift Agreement (attached to this policy).

Gifts are the delegated management responsibility of the Director of Libraries, who will make decisions regarding gift acceptance. Gifts received under the Library Naming Policy will need to have filled out the Gift Agreement. The Library retains the right to refuse any gift, and to make all decisions regarding the processing, use, placement, access, storage, retention, sale, donation, or disposition of any gift.

Gifts made unconditionally and without restrictions are preferred. Gifts with conditions requested by the donor shall be approved on a case-by-case basis by the Director of Libraries.

Ownership of gifts resides with the Library. Gifts of funding for capital changes to library facilities will be appropriated to the Library and coordinated with the Jurisdiction.

Gift acceptance will be based on consideration of criteria including

- utility of gift toward Library strategic goals and objectives
- conditions placed on gift acceptance
- long-term maintenance obligation
- correlation with Collection Development Policy (for materials)
- jurisdiction capital campaign needs
- available space

- effect on future giving

Contracts are required when conditional gifts are given. Contracts associated with conditional gifts will be managed by the Friends of the Santa Cruz Public Libraries (the Friends) and signed by the Director of Libraries. When appropriate, the Library shall seek the advice of legal counsel in matters relating to the acceptance of gifts with conditions. If a gift condition is related to naming, please see the Library Naming Policy.

Copyright ownership of any gift donated shall be transferred to the Library so that the Library may make unrestricted use of the materials. Donors may wish to consult with legal counsel before transfer of copyright ownership.

Gifts will be received by the Friends, a 501(c)(3) non-profit organization whose purpose is to support the Library's strategic objectives, programs, and services through fundraising and advocacy. If a donor feels strongly that a gift must go directly to the Library, it will be accepted based on criteria stated herein. Gifts and gift monies will be held, invested, and allocated to the Library.

The Friends will acknowledge all accepted gifts in writing and will specify the type, quantity, and condition of the gift for the donor's records. Determination of monetary value of donations for donor income tax purposes will not be affixed by the Library. The Friends will follow non-profit laws and regulations regarding acknowledgement of all gifts.

Gift related record-keeping, and communication with donors related to gifts and ongoing gift management is the responsibility of the Friends in consultation with the Director of Libraries. A record of all donations will be retained for seven years from date of acceptance, or for the duration of the contracted gift agreement.

Donors are granted the same right to access and use of their donation and the Library as other members of the public; unique or special access rights are not provided. The Library will not accept any gift that would result in placing a material obligation or lien upon the Library's operating budget.

The Library will provide the Joint Powers Authority Board with a quarterly gift received report.

## **Gifts Procedure**

Santa Cruz Public Libraries (the Library) welcomes gifts of money (including cash, securities, annuities, bequests, and trusts); materials (see *Collection Development Policy*); real, intellectual, or personal property; works of art for public display; and gifts in kind. Financial gifts to the Library are treated as revenue over and above the operating budget, and shall be used solely for the enhancement of basic library services, programs, materials, or facilities.

Gifts will be received by the Friends of the Santa Cruz Public Libraries (the Friends), a 501(c)(3) nonprofit organization whose purpose is to support the Library's strategic objectives, programs, and services through fundraising and advocacy. If a donor feels strongly that a gift must go directly to the Library, it will be accepted based on criteria stated herein. Gifts and gift monies will be held, invested, and allocated to the Library.

Donors wishing to attach conditions to gifts are encouraged to first consult with the Friends, who will confer with the Director of Libraries. The Director reserves the right to determine whether to accept gifts with special conditions. If a gift condition is related to naming, please see the Library Naming Policy.

Contracts are required when conditional gifts are given. Contracts associated with conditional gifts will be managed by the Friends and signed by the Director of Libraries.

### Gifts of Monies for Books and Materials

Gifts of books and materials may be given directly to the Friends. Selection and purchase decisions for books and other materials are made by Library staff to meet system-wide guidelines for programming and collection needs (as defined in the *Collection Development Policy*). The Library applies the same standards of materials selection to gifts as it does when selecting materials for purchase.

### Gifts of Other Financial Donations and Property (Real or Personal)

Donors anticipating a major bequest may wish to consult with legal counsel in formulating terms. Financial donations are to be made to the Friends, preferably with the specification of unrestricted use by the Library.

Donors wishing to specify the Library as the beneficiary or residual legatee of a trust, or of all or portions of their estate including real or personal property, may wish to consult with legal counsel before transfer of ownership.

Gifts of Works of Art for Public Display

Please refer to Policy #310 for the full procedures regarding gifts to be used for public display.

## Gift Policy: Works of Art for Public Display

JPAB Policy # 310  
Approved: 7/1997  
Last Revised:  
Five-year Review Schedule: 9/2024

The Library Joint Powers Authority Board encourages members of the public, including local artists, to donate works of art to the Library System for public display. Although the Library System does not acquire or collect works of art, the Joint Powers Board believes that the display of art contributes substantially to the cultural enrichment of public library users.

For this reason, the Library System conducts changing exhibits at several Branches, and will accept donations of works of art for display purposes, with the understanding that it has neither the staff resources nor storage facilities to ensure permanent preservation of any item.

The Director of Libraries will develop an Art Committee consisting of themselves, two members of library staff, one City Art Commissioner, one County Art Commissioner, an architect and two members of the Friends of the Santa Cruz Libraries.

All donors of works of art shall be required to sign the attached *Gift Agreement-Works of Art*.

Donors wishing to present works of art to the Library System are asked to write a letter to the Santa Cruz Library Art Committee describing the proposed gift, naming the Branch where they wish it to be located, and suggesting any appropriate place where it might be displayed. Donors may wish to consult with Library Staff prior to making the proposal. The Art Committee will make decisions regarding the appropriateness of accepting gifts of works of art for public display.

The Art Committee will make recommendations on whether to accept the art donation. This recommendation will go to the Library Advisory Committee for approval. If the LAC also approves, they will bring their recommendation to the LJPB for final approval.

The Art Committee will place the proposed gift on the Agenda of the next regularly scheduled Joint Powers Authority Board meeting. The Board will accept or reject proposed gifts on the basis of the following criteria:

1. Staff recommendation as to the artistic appropriateness of the work for public display, and the suitability of the proposed display site or an alternative.
2. The donor's or artist's signed agreement to the terms of the attached *Gift Agreement--Works of Art*, which contains, but is not limited to, the following stipulations:

That the value of the work of art shall be supplied by the donor and stated in the agreement. It is understood that appraisals by staff have no legal standing, and that

if the donor wishes a professional appraisal she/he must seek one at her/his own expense.

That the donor is the legal owner of the work of art and has the authority to donate the work of art to the Library.

That, having accepted a work of art, the Library will, to the best of its ability, determine the best length of time in which to display the work.

That as a material part of the consideration provided by the donor, if the donor is the artist of the work of art or created the work of art, the donor agrees to waive any and all rights the donor may have with respect to the work of art pursuant to the federal Visual Artists Rights Act of 1990, the California Art Preservation Act, and any other local, state, federal or international laws that convey any type of moral right protecting the integrity of works of art. If the donor is not the artist of the work of art, the donor shall obtain from the artist of the work of art a signed waiver in a form approved by the Library whereby the artist waives any and all rights discussed herein.

The Library is free to move, store, sell, or dispose of the work of art as it sees fit and as conditions require.

That, in the event that a decision is made to sell the work, the donor shall have the right of first refusal to purchase back the work at the current market price. This right shall not, however, devolve upon the donor's heirs or legatees.

3. In determining whether to include a work of art in the Library's art collection, the Library shall consider the resources required for maintenance, preservation, protection and appropriate display of the works of art. This could include the provision of funds to cover the cost of ongoing maintenance of the work if needed. The donor will work with Library Art Committee to determine what is appropriate for the specific situation, with the Library having the sole discretion for making the final decisions.

Adopted by the Santa Cruz City County Library System [citizen] Board on October 7, 1985; Adopted by the Library Oversight Committee on November 3, 1988; confirmed by the Library Joint Powers Authority Board in July 1997.

## **GIFT AGREEMENT FOR WORKS OF ART**

This Agreement is entered into as of \_\_\_\_\_ (the “Effective Date”), by and between the Library Joint Powers Authority Board of the Santa Cruz City County Library System (hereinafter the “Library”) and \_\_\_\_\_ (hereinafter “Donor”) (collectively referred to as the “Parties”).

### **Section 1. Artwork Donation/Gift**

The Library, meeting in regular session on [date], adopted a resolution accepting with gratitude from the Donor the below described work(s) of art (hereinafter the “Artwork”) for public display, in accordance with the Library’s published Gift Policy: Works of Art for Public Display.

The Donor hereby irrevocably donates and conveys title to the Artwork to the Library. The donation shall be effective as of the Effective Date.

DONOR: [list full name(s), address, phone number]

ARTIST (if not the Donor): [List full name, address, phone number]

ITEM DESCRIPTION: [Title, media, size, framing, signature.]

Attach photograph

VALUE OF ARTWORK:

### **Section 2. Display and Maintenance Preferences.**

NOTES: Describe special display preferences or the like.

Example: Painting will bear a plaque with the following message:

“Gift of Mr. and Mrs. John Smith in memory of Judge J. M. Smith”

The Artwork is accepted with the following preferences and/or conditions:

[list conditions imposed by JPB or by donor]

### **Section 3. Transportation of Artwork.**

The Donor shall be responsible for transportation and delivery of the Artwork to the Library for installation. All other costs associated with installation the Artwork will be incurred by the Library.

### **Section 4. Waiver of Rights to Work of Art.**

As a material part of the consideration provided by Donor under the terms of this Agreement, if Donor is the artist of the Artwork or created the Artwork, Donor agrees to waive any and all rights Donor may have with respect to the Artwork pursuant to the federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 106A and 113(d)), the California Art Preservation Act (Cal. Civil Code § 987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. section 106A, Cal. Civil Code section 987 et seq., or any other type of moral right protecting the integrity of works of art. The provisions of this paragraph shall apply to modify any of Donors' respective rights of attribution and integrity as set out in the Visual Artists Rights Act, 17 U.S.C §§ 106A and 113(d) ("VARA"), the California Art Preservation Act, Cal. Civil Code §§ 987 and 989 ("CAPA"), and any rights arising under United States federal or state law or under the laws of another country that convey rights of the same nature as those conveyed under VARA and CAPA, as against the Library, its officers, officials, employees and agents.

If Donor is not the artist of the Artwork, or if any of the laws or regulations discussed above conveyed any rights of the same nature as discussed above to another individual, the Donor shall obtain from that individual or the artist of the Artwork a signed waiver in a form approved by the Library whereby the artist waives any and all rights discussed in this section.

### **Section 5. Authority to Donate the Artwork**

Donor warrants and represents that Donor is the sole and legal owner of the Artwork and is authorized to donate the Artwork to the Library. Donor agrees to defend and indemnify the Library from any and all liability, claims, demands, actions, damages, judgments and costs (including attorneys' fees) in any way related to the ownership of the Artwork.

### **Section 6. Modifications or Removal of Artwork.**

The Library has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Artwork in whole or in part, in Library's sole discretion, without prior notice to the Donor.

The Library is not required to replace the Artwork if it is stolen or damaged.

If the Library decides to sell the Artwork, the Donor shall have the right of first refusal to purchase back the Artwork at the then current market price. This right shall not, however, devolve upon the Donor's heirs or legatees.

### **Section 7. Indemnification and Release.**



The Donor agrees to indemnify, defend, and hold harmless the Library and its officials, officers, employees, volunteers, and agents to the fullest extent permitted by law, from any and all liability, claims, demands, actions, damages, judgments and costs (including attorneys' fees) caused by or resulting from the negligence, recklessness, or willful misconduct of Donor, or Donor's agents or representatives, in any way related to the Artwork and/or this Agreement, except for any liability caused by the sole negligence or willful misconduct of the Library.

### **Section 8. Copyright.**

The Donor represents to the Library that, to the best of Donor's knowledge, the Artwork is free of encumbrances and does not utilize any protected patent, trademark or copyright unless proper permission and all releases and other necessary documents were obtained. Donor agrees to indemnify, defend, and hold harmless the Library and its officials, officers, employees, volunteers, and agents from any and all liability, claims, demands, actions, damages, judgments, and costs (including attorneys' fees) arising out of a claim of infringement, actual or alleged, direct or contributory, of any intellectual property rights in any way related to the Artwork. This provision shall survive termination or expiration of this Agreement.

### **Section 9. General Provisions.**

1. Complete Agreement. This Agreement is the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and this Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein.
2. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
3. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
4. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
5. Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.
6. Warranty of Authority. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first herein above set forth.

---

Signature of Donor

---

Director of Libraries

---

Date

---

Date

Execute two copies of this form: one for the donor and one for the Library

SANTA CRUZ  
PUBLIC LIBRARIES

Gifts Policy

JPAB

Policy# 309

Approved: ~~8/2017~~

Five-year Review

Schedule: 202~~7~~

Santa Cruz Public Libraries (the Library) welcomes gifts of money (cash, securities, annuities, bequests, and trusts); materials; real, intellectual, or personal property; works of art for public display; and gifts in kind. Financial gifts to the Library are treated as revenue over and above the operating budget, and shall be used solely for the enhancement of basic library services, programs, materials, or facilities. Donors can state the intent of the donation using the Gift Agreement (attached to this policy).

Gifts ~~in value up to \$25,000~~ are the delegated management responsibility of the Director of Libraries, who will make decisions regarding gift acceptance. Gifts received under and disposition with the exception of gifts received under the Library Naming Policy will need to have filled out the Gift Agreement form. The Library retains the right to refuse any gift, and to make all decisions regarding the processing, use, placement, access, storage, retention, sale, donation, or disposition of any gift.

Gifts made unconditionally and without restrictions are preferred. Gifts with conditions requested by the donor shall be approved on a case-by-case basis by the Director of Libraries.

Ownership of gifts resides with the Library ~~unless otherwise specified in a conditional agreement or if the gift is capital in function.~~ Gifts of funding for capital changes to library facilities will be appropriated to the Library and coordinated with managed by the Jurisdiction.

Gift acceptance will be based on consideration of criteria including

- utility of gift toward Library strategic goals and objectives
- conditions placed on gift acceptance
- long-term maintenance obligation

- correlation with Collection Development Policy {for materials}
- jurisdiction capital campaign needs
- available space
- effect on future giving

Contracts are required when conditional gifts are given. Contracts associated with conditional gifts will be managed by the Friends of the Santa Cruz Public Libraries {the Friends} and signed by the Director of Libraries. When appropriate, the Library shall seek the advice of legal counsel in matters relating to the acceptance of gifts with conditions. If a gift condition is related to naming, please see the Library Naming Policy.

Copyright ownership of any gift donated shall be transferred to the Library so that the Library may make unrestricted use of the materials. Donors may wish to consult with legal counsel before transfer of copyright ownership.

Gifts will be received by the Friends, a 501(c)(3) non-profit organization whose purpose is to support the Library's strategic objectives, programs, and services through fundraising and advocacy. If a donor feels strongly that a gift must go directly to the Library, it will be accepted based on criteria stated herein. Gifts and gift monies will be held, invested, and allocated to the Library.

The Friends will acknowledge all accepted gifts in writing and will specify the type, quantity, and condition of the gift for the donor's records. Determination of monetary value of donations for donor income tax purposes will not be affixed by the Library. The Friends will follow non-profit laws and regulations regarding acknowledgement of all gifts.

Gift related record-keeping, and communication with donors related to gifts and ongoing gift management is the responsibility of the Friends in consultation with the Director of Libraries. A record of all donations will be retained for seven years from date of acceptance, or for the duration of the contracted gift agreement.

Donors are granted the same right to access and use of their donation and the Library as other members of the public; unique or special access rights are not provided. The Library will not accept any gift that would result in placing a material obligation or lien upon the Library's operating budget.

| The Library will provide the Joint Powers Authority Board with a quarterly gift received report.

## Gifts Procedure

Santa Cruz Public Libraries (the Library) welcomes gifts of money (including cash, securities, annuities, bequests, and trusts); materials (see *Collection Development Policy*); real, intellectual, or personal property; works of art for public display; and gifts in kind.

This duplicates what is written on the previous page, but is missing this part:

Financial gifts to the Library are treated as revenue over and above the operating budget, and shall be used solely for the enhancement of basic library services, programs, materials, or facilities.

Gifts will be received by the Friends of the Santa Cruz Public Libraries (the Friends), a 501(c)(3) nonprofit organization whose purpose is to support the Library's strategic objectives, programs, and services through fundraising and advocacy. If a donor feels strongly that a gift must go directly to the Library, it will be accepted.

**This is missing the rest of the sentence:**

it will be accepted based on criteria stated herein. Gifts and gift monies will be held, invested, and allocated to the Library.

Donors wishing to attach conditions to gifts are encouraged to first consult with the Friends, who will confer with the Director of Libraries. The Director reserves the right to determine whether to accept gifts with special conditions. If a gift condition is related to naming, please see the Library Naming Policy.

Contracts are required when conditional gifts are given. Contracts associated with conditional gifts will be managed by the Friends and signed by the Director of Libraries.

### Gifts of Monies for Books and Materials

Gifts of books and materials may be given directly to the Friends. Selection and purchase decisions for books and other materials are made by Library staff to meet system-wide guidelines for programming and collection needs (as defined in the *Collection Development Policy*). The Library applies the same standards of materials selection to gifts as it does when selecting materials

for purchase.

Gifts of Other Financial Donations and Property (Real or Personal)

Donors anticipating a major bequest may wish to consult with legal counsel in formulating terms. Financial donations are to be made to the Friends, preferably with the specification of unrestricted use by the Library.

Donors wishing to specify the Library as the beneficiary or residual legatee of a trust, or of all or portions of their estate including real or personal property, may wish to consult with legal counsel before transfer of ownership.

Gifts of Works of Art for Public Display

Please refer to Policy #310 for the full procedures regarding gifts to be used for public display.

### Works of Art Gift Agreement

For the work of art gift known as [insert name here], the Friends of the Santa Cruz Public Libraries (the Friends) and the Library Joint Powers Authority Board accept with gratitude the below described work of art. The Library shall maintain this gift in accordance with the Library Gifts Policy. Unless otherwise specified in a Gift Contract , the Library retains the right to refuse any gift, and to make all decisions regarding the processing, use, placement, access, storage, retention, sale, donation, or disposition of any gift.

ITEM DESCRIPTION (title, media, size, framing, signature):

VALUE:

NOTE (Display needs or conditions, etc.):

---

Printed Name of Donor

---

Address of Donor

---

Phone Number of Donor

---

Signature of Donor

---

Date

---

Acknowledgment by the Friends of the Santa Cruz Public Libraries

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Date

---

Acknowledgment by the Director of Libraries

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Date



## Gift Policy: Works of Art for Public Display

JPAB Policy # 310

Approved: 7/1997

Last Revised: ~~9/2014~~

Five-year Review Schedule: 9/~~2019~~2024

The Library Joint Powers Authority Board encourages members of the public, including local artists, to donate works of art to the Library System for public display. Although the Library System does not acquire or collect works of art, the Joint Powers Board believes that the display of art contributes substantially to the cultural enrichment of public library users.

For this reason, the Library System conducts changing exhibits at several Branches, and will accept donations of works of art for display purposes, with the prerequisite understanding that it has neither the staff resources nor storage facilities to ensure permanent preservation of any item.

The Director of Libraries will develop an Art Committee consisting of themselves, two members of library staff, one City Art Commissioner, one County Art Commissioner, an architect and two members of the Friends of the Santa Cruz Libraries.

All donors of works of art shall be required to sign the attached *Gift Agreement-Works of Art*.

Donors wishing to present works of art to the Library System are asked to write a letter to the ~~Chair of the Library Joint Powers Authority Board~~ Santa Cruz Library Art Committee describing the proposed gift, naming the Branch where they wish it to be located, and suggesting any appropriate place where it might be displayed. Donors may wish to consult with Library Staff prior to making the proposal. The Art Committee will make decisions regarding the appropriateness of accepting gifts of works of art for public display.

The Art Committee will make recommendations on whether to accept the art donation. This recommendation will go to the Library Advisory Committee for approval. If the LAC also approves, they will bring their recommendation to the LJPB for final approval.

The ~~Chair~~ Art Committee will place the proposed gift on the Agenda of the next regularly scheduled Joint Powers Authority Board meeting. The Board will accept or reject proposed gifts on the basis of the following criteria:

1. Staff recommendation as to the artistic appropriateness of the work for public display, and the suitability of the proposed display site or an alternative.
2. The donor's or artist's signed agreement to the terms of the attached *Gift Agreement--Works of Art*, which contains, but is not limited to, the following stipulations:

That the value of the work of art shall be supplied by the donor and stated in the agreement. It is understood that appraisals by staff have no legal standing, and that if the donor wishes a professional appraisal she/he must seek one at her/his own expense.

That the donor is the legal owner of the work of art and has the authority to donate the work of art to the Library.

That, having accepted a work of art, the Library will, to the best of its ability, agree to determine the best length of time in which to display the work, for a minimum of one year from the date of acceptance. Should extraordinary events [SH1]

~~prevent the Library for any reason not be able to display the work of art for a minimum of one year from doing this, it agrees to consult with the donor regarding an alternative display site., with the Library having the sole discretion to decide the final display site or display period.~~

That as a material part of the consideration provided by the donor, if the donor is the artist of the work of art or created the work of art, the donor agrees to waive any and all rights the donor may have with respect to the work of art pursuant to the federal Visual Artists Rights Act of 1990, the California Art Preservation Act, and any other local, state, federal or international laws that convey any type of moral right protecting the integrity of works of art. If the donor is not the artist of the work of art, the donor shall obtain from the artist of the work of art a signed waiver in a form approved by the Library whereby the artist waives any and all rights discussed herein.

~~That, having fulfilled this condition, the~~The Library is free to move, store, sell, or dispose of the work of art as it sees fit and as conditions require.

That, in the event that a decision is made to sell the work, the donor shall have the right of first refusal to purchase back the work at the current market price. This right shall not, however, devolve upon the donor's heirs or legatees.

- ~~3. In determining whether to include including a work of art in the Library's art collection, implies a commitment [SH2] to its maintenance, preservation, protection and appropriate display for the public benefit. Tthe Library shall be Santa Cruz Public Libraries~~

~~has a responsibility to~~ consider the resources required for maintenance, preservation, protection and appropriate display of ~~all the~~ works of art ~~accepted by the Library~~. This could include the provision of funds to cover the cost of ongoing maintenance ~~to ensure adequate ongoing care for~~ of the work ~~if needed~~. The donor will work with Library ~~staff Art Committee and the Library Joint Powers Board~~ to determine what is appropriate for the specific situation, with the Library having the sole discretion for making the final decisions.

~~Should the Library Joint Powers Authority Board, the artist or donor, and the Library staff Art Committee disagree regarding the acceptability of a work of art for public display, the Library Joint Powers Authority Board shall consult with the Santa Cruz Arts Commission for advice regarding alternative sites or resolution of the conflict.~~

Adopted by the Santa Cruz City County Library System [citizen] Board on October 7, 1985; Adopted by the Library Oversight Committee on November 3, 1988; confirmed by the Library Joint Powers Authority Board in July 1997.

## GIFT AGREEMENT FOR WORKS OF ART

This Agreement is entered into as of \_\_\_\_\_ (the “Effective Date”), by and between the Library Joint Powers Authority Board of the Santa Cruz City County Library System (hereinafter the “Library”) and \_\_\_\_\_ (hereinafter “Donor”) (collectively referred to as the “Parties”).

### Section 1.

#### Artwork Donation/Gift

~~The~~The Library Joint Powers Authority Board of the Santa Cruz City County Library System, meeting in regular session on [date] , adopted a resolution accepting with gratitude from the Donor the below described work(s) of art (hereinafter the “Artwork”) for public display, in accordance with ~~its~~the Library’s published Gift Policy: Works of Art for Public Display.

The Donor hereby irrevocably donates and conveys title to the Artwork to the Library. The donation shall be effective as of the Effective Date.

~~The gift is accepted with the following conditions including ongoing care and maintenance:~~<sup>[SH3]</sup>

\_\_\_\_\_ ~~[list conditions imposed by JPB or by donor]~~

DONOR: [list full name(s), address, phone number]

ARTIST (if not the Donor): [List full name, address, phone number]

ITEM DESCRIPTION: [Title, media, size, framing, signature.]

Attach photograph

VALUE OF ARTWORK<sup>[SH4]:</sup>

### Section 2. Display and Maintenance Preferences<sup>[SH5].</sup>

NOTES: Describe special display ~~conditions~~preferences or the like.

Example: Painting will bear a plaque with the following message:

“Gift of Mr. and Mrs. John Smith in memory of Judge J. M. Smith”

The Artwork is accepted with the following preferences and/or conditions:

[list conditions imposed by JPB or by donor]

### **Section 3. ~~Transportation~~<sup>[SH6]</sup> of Artwork.**

The Donor shall be responsible for transportation and delivery of the Artwork to the Library for installation. All other costs associated with installation the Artwork will be incurred by the Library.

### **Section 4. Waiver of Rights to Work of Art.**

As a material part of the consideration provided by Donor under the terms of this Agreement, if Donor is the artist of the Artwork or created the Artwork, Donor agrees to waive any and all rights Donor may have with respect to the Artwork pursuant to the federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 106A and 113(d)), the California Art Preservation Act (Cal. Civil Code § 987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. section 106A, Cal. Civil Code section 987 et seq., or any other type of moral right protecting the integrity of works of art. The provisions of this paragraph shall apply to modify any of Donors’ respective rights of attribution and integrity as set out in the Visual Artists Rights Act, 17 U.S.C §§ 106A and 113(d) (“VARA”), the California Art Preservation Act, Cal. Civil Code §§ 987 and 989 (“CAPA”), and any rights arising under United States federal or state law or under the laws of another country that convey rights of the same nature as those conveyed under VARA and CAPA, as against the Library, its officers, officials, employees and agents.

If Donor is not the artist of the Artwork, or if any of the laws or regulations discussed above conveyed any rights of the same nature as discussed above to another individual, the Donor shall obtain from that individual or the artist of the Artwork a signed waiver in a form approved by the Library whereby the artist waives any and all rights discussed in this section.

### **Section 5. Authority to Donate the Artwork**

Donor warrants and represents that Donor is the sole and legal owner of the Artwork and is authorized to donate the Artwork to the Library. Donor agrees to defend and indemnify the Library from any and all liability, claims, demands, actions, damages, judgments and costs (including attorneys’ fees) in any way related to the ownership of the Artwork.

### **Section 6. Modifications or Removal of Artwork.**

The Library has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Artwork in whole or in part, in Library's sole discretion, without prior notice to the Donor.

The Library is not required to replace the Artwork if it is stolen or damaged.

If the Library decides to sell the Artwork, the Donor shall have the right of first refusal to purchase back the Artwork at the then current market price. This right shall not, however, devolve upon the Donor's heirs or legatees.

### **Section 7. Indemnification and Release.**

The Donor agrees to indemnify, defend, and hold harmless the Library and its officials, officers, employees, volunteers, and agents to the fullest extent permitted by law, from any and all liability, claims, demands, actions, damages, judgments and costs (including attorneys' fees) caused by or resulting from the negligence, recklessness, or willful misconduct of Donor, or Donor's agents or representatives, in any way related to the Artwork and/or this Agreement, except for any liability caused by the sole negligence or willful misconduct of the Library.

### **Section 8. Copyright.**

The Donor represents to the Library that, to the best of Donor's knowledge, the Artwork is free of encumbrances and does not utilize any protected patent, trademark or copyright unless proper permission and all releases and other necessary documents were obtained. Donor agrees to indemnify, defend, and hold harmless the Library and its officials, officers, employees, volunteers, and agents from any and all liability, claims, demands, actions, damages, judgments, and costs (including attorneys' fees) arising out of a claim of infringement, actual or alleged, direct or contributory, of any intellectual property rights in any way related to the Artwork. This provision shall survive termination or expiration of this Agreement.

### **Section 9. General Provisions.**

1. Complete Agreement. This Agreement is the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and this Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein.
2. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
3. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
4. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be

resolved against the drafting party shall not be employed in the interpretation of this Agreement.

5. Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.
6. Warranty of Authority. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first herein above set forth.

\_\_\_\_\_  
Signature of Donor

\_\_\_\_\_  
Director of Libraries

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Execute two copies of this form: one for the donor and one for the Library

**Gift Agreement**

This Gift Agreement (“Agreement”), effective as of XXX (“Effective Date”), is made and entered into by and between XXX, whose address is XXX (“Donor”) Santa Cruz Public Libraries (“SCPL”) for the use and benefit of the XXX Branch Library.

Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

**RECITALS**

Donor wishes to make a charitable gift to the Library for the use and benefit of the XXX Branch Library as set forth in this Agreement.

SCPL’s desire to accept such gift, subject to the terms and conditions set forth in this Agreement.

**AGREEMENT**

1. **Gift.** Donor hereby pledges to the City for the use and benefit of the XXX Branch Library the following gift: \$XXX (“Gift”).
2. **Payment of the Gift.** The Gift is an irrevocable pledge that will be paid to the Friends of the Santa Cruz Public Libraries (FSCPL).

Payments in support of this pledge will begin immediately upon the execution of this Agreement with a (initial) payment of \$XXX (ADD additional language if there is a schedule of payment):

<u>Amount of payment by Donor</u>	<u>Due Date</u>
\$ XXX	(Date)
\$ XXX (Optional)	(Date)

Optional: Donor may accelerate the payment of any or all of this pledge at any time in Donor’s discretion so long as the cumulative total of all gift payments meets the foregoing schedule. Payments shall be paid by Donor to the FSCPL, via check, electronic funds transfer, stocks or other securities, or other methods acceptable to Donor and FSCPL.

3. **Use of the Gift.** The Gift shall be used to help fund the construction of the XXX Branch Library.
4. **Acknowledgment (optional).**

In consideration for the Gift, SCPL will acknowledge the Gift by:

Naming the XXX Room, “Facility”, the XXX Room, “Naming”. Subject to the terms of this Agreement, the Naming will last for the life of the building.

SCPL shall consult Donor regarding the placement and design of the signage, provided however, SCPL shall make the final determinations of placement and design of the signage and any plaques.

5. **Termination of Naming.** In addition to any rights and remedies available at law, SCPL may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming:
  - a. Where unforeseen circumstances make it impossible for Donor to complete a monetary donation commitment provided in this Agreement, or



- b. In the unlikely event SCPL determines in its reasonable and good faith opinion, as determined by a majority vote of the SCPL Joint Powers Authority Board after at least one public hearing after notice to Donor and an opportunity for Donor to make a statement that the Naming should not be terminated, that circumstances have changed such that the Naming chosen by the Donor would adversely impact the reputation, image, mission or integrity of SCPL, in the event of a continued association with Donor and the continuation of the Naming provided for herein, or
- c. If the library is closed, deconstructed, destroyed, or severely damaged such that the library is closed to the public for a period of time in excess of two years.
- d. In the event the library goes through an end-of-life renovation, and the library is closed to the public for a period of time in excess of 18 months for that renovation, and a donor campaign is needed to fund the renovation, SCPL shall offer the naming rights to the same or a similar room to Donor, if available.

Upon any such termination of this Agreement and/or the Naming hereunder, SCPL shall have no further obligation or liability to Donor and shall not be required to return any portion of the Gift already paid. SCPL, however, may in its sole and absolute discretion determine an alternative recognition for the portion of the Gift already received.

- 6. **Modification of Naming.** If within the term of this Agreement, the Library is upgraded or modified then the donor recognition will be carried forward by the library operator in a similar capacity, as determined by the library operator in consultation with the donor, as feasible.
- 7. **Publicity.** Donor agrees that SCPL shall have the right to: for purposes of publicizing the Gift and the Naming, SCPL will have the right, without charge, to photograph the Donor and use the names, likenesses, and images of the Donor in photographic, audiovisual, digital or any other form of medium (the “Media Materials”) and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials, and reports and publications describing SCPL’s development and business activities. Donor hereby releases, discharges, and agrees to indemnify and hold harmless SCPL from all claims, demands, liability, losses, costs, and causes of actions that Donor has or may have by reason of this authorization or use of Donor’s photographs, names, likenesses, and images, including any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said images, or in processing tending towards the completion of the finished product, including publication in Media Materials.
- 8. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.
- 9. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto.
- 10. **Headings.** The headings inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
- 11. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. Subject to the sovereign immunity of the State of California, any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard in Santa Cruz County, California, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient.

12. **Indemnification.** Donor agrees to indemnify, defend, and hold harmless SCPL, and each of the entity's respective officers, officials, agents, volunteers and employees, to the fullest extent permitted by law, from and against any and all claims, demands, actions, damages, losses, liabilities, and/or judgments, including reasonable attorneys' fees, associated costs of investigation and defense, related to or arising out of in any manner from Donor's acts or omissions under this Agreement, Donor's breach of this Agreement, or SCPL's use of the Donor's name or image, except where caused by the sole negligence or willful misconduct of SCPL. SCPL, individually and jointly, agree to indemnify, defend, and hold harmless Donor, and each of Donor's trustees, beneficiaries, officers, officials, agents, volunteers and employees, to the fullest extent permitted by law, from and against any and all claims, demands, actions, damages, losses, liabilities, and/or judgments, including reasonable attorneys' fees, associated costs of investigation and defense, related to or arising out of in any manner from SCPL's performance under this Agreement and/or SCPL's breach of this Agreement, except where caused by the sole negligence or willful misconduct of Donor.

ACCEPTED AND AGREED TO:

DONOR NAME

SANTA CRUZ PUBLIC LIBRARIES

\_\_\_\_\_  
(Donor Name)

By: \_\_\_\_\_  
Name: XXX  
Title: Library Director

**Gift Agreement**

This Gift Agreement (“Agreement”), effective as of XXX (“Effective Date”), is made and entered into by and between XXX, whose address is XXX (“Donor”), and Santa Cruz Public Libraries (“SCPL”) for the use and benefit of the XXX Branch Library (“Branch Library”) (collectively referred to as the “Parties”).

Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the Parties hereto hereby agree as follows:

**RECITALS**

Donor wishes to make a charitable gift as further described herein to SCPL for the use and benefit of the XXX Branch Library as set forth in this Agreement.

SCPL desires to accept such gift, subject to the terms and conditions set forth in this Agreement and the SCPL’s published Gifts Policy.

**AGREEMENT**

1. **Recitals.** The Parties agree to incorporate the above Recitals hereto into this Agreement.
2. **Gift.** Donor hereby pledges to SCPL for the use and benefit of the XXX Branch Library the following gift: \$XXX (“Gift”).
3. **Payment of the Gift.** The Gift is an irrevocable pledge that will be paid to the Friends of the Santa Cruz Public Libraries (“FSCPL”).

Payments in support of this pledge will begin immediately upon the execution of this Agreement with a (initial) payment of \$XXX (ADD additional language if there is a schedule of payment):

<u>Amount of payment by Donor</u>	<u>Due Date</u>
\$ XXX	(Date)
\$ XXX (Optional)	(Date)

Optional: Donor may accelerate the payment of any or all of this pledge at any time in Donor’s discretion so long as the cumulative total of all gift payments meets the foregoing schedule. Payments shall be paid by Donor to the FSCPL, via check, electronic funds transfer, stocks or other securities, or other methods acceptable to Donor and FSCPL.

4. **Use of the Gift.** The Gift shall be used to help fund the [(CHOOSE) library services, programs, materials or facility improvements of the XXX Branch Library].
5. **Acknowledgment (optional).**

In consideration for the Gift, SCPL will acknowledge the Gift by:

Naming the XXX Room, (the “Facility”), the XXX Room, (hereinafter referred to as the “Naming”). Subject to the terms of this Agreement and subject to early termination of this Agreement as provided in Section 6 below, the Naming will last for ten (10) years after the payment of the Gift, or after payment of the initial payment as provided in Section 3 above.

SCPL shall consult Donor regarding the placement and design of the signage, provided however, SCPL shall in its sole discretion make the final determinations of placement and design of the signage and any plaques. SCPL shall also reserve the right to move or modify the placement and design of the signage after initial placement or installment.

6. **Termination of Agreement and Naming.** In addition to any rights and remedies available at law, SCPL may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming:
- a. Where the Donor fails to complete a monetary donation commitment provided in this Agreement, **or the Donor fails to make any scheduled payment required hereunder if applicable;** or
  - b. In the unlikely event SCPL determines in its reasonable and good faith opinion, as determined by a majority vote of the SCPL Joint Powers Authority Board after at least one public hearing after notice to Donor and an opportunity for Donor to make a statement that the Naming should not be terminated, that circumstances have changed such that the Naming chosen by the Donor would adversely impact the reputation, image, mission or integrity of SCPL, in the event of a continued association with Donor and the continuation of the Naming provided for herein; or
  - c. If the **Branch** Library is closed, deconstructed, destroyed, or severely damaged such that the **Branch** Library is closed to the public for a period of time in excess of two years; or
  - d. In the event **the Branch** Library goes through a renovation, and the Branch Library is closed to the public for a period of time in excess of 18 months for that renovation, and a donor campaign is needed to fund the renovation, SCPL shall offer the naming rights to the same or a similar room to Donor, if available; or
  - e. If Donor materially breaches its obligations under this Agreement and, after receiving written notice from SCPL identifying such material breach, fails to cure such material breach within 15 days of such notice.

Upon any such termination of this Agreement and/or the Naming hereunder, SCPL shall have no further obligation or liability to Donor and shall not be required to return any portion of the Gift already paid. SCPL, however, may in its sole and absolute discretion determine an alternative recognition for the portion of the Gift already received.

7. **Request for Name Change.** Donor may request to change the Naming with the prior written approval of SCPL. **In the event SCPL agrees to change the Naming in its sole discretion, the cost of effectuating such change shall be the sole responsibility of Donor, and any and all costs and expenses incurred by SCPL in connection with such change shall be paid by Donor promptly.**
8. **Publicity.** Donor agrees that for purposes of publicizing the Gift and the Naming, **SCPL will have the right,** without charge, to photograph the Donor and use the names, likenesses, and images of the Donor in photographic, audiovisual, digital or any other form of medium (the "Media Materials") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials, and reports and publications describing SCPL's development and business activities. Donor hereby releases, discharges, and agrees to indemnify and hold harmless SCPL from all claims, demands, liability, losses, costs, and causes of actions that Donor has or may have by reason of this authorization or use of Donor's photographs, names, likenesses, and images, including any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said images, or in processing tending towards the completion of the finished product, including publication in Media Materials.
9. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.
10. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the Parties in

respect hereto. This Agreement may not be modified or amended except by written agreement executed by both Parties hereto.

11. **Headings.** The headings inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
12. **Amendment.** This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the Parties.
13. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. Any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard in Santa Cruz County, California, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient.
14. **Indemnification.** Donor agrees to indemnify, defend, and hold harmless SCPL, and each of the entity's respective officers, officials, agents, volunteers and employees, to the fullest extent permitted by law, from and against any and all claims, demands, actions, damages, losses, liabilities, and/or judgments, including reasonable attorneys' fees, associated costs of investigation and defense, related to or arising out of in any manner from Donor's acts or omissions under this Agreement, Donor's breach of this Agreement, or SCPL's use of the Donor's name or image, except where caused by the sole negligence or willful misconduct of SCPL.
15. **Relationship of Parties.** It is expressly understood nothing herein shall be construed to create or imply any relationship of employment, agency, or partnership between the Parties.
16. **Severability.** The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
17. **Waiver.** Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
18. **Counterparts.** The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.
19. **Warranty of Authority.** The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

ACCEPTED AND AGREED TO:

DONOR NAME

SANTA CRUZ PUBLIC LIBRARIES

\_\_\_\_\_  
(Donor Name)

By: \_\_\_\_\_  
Name: XXX  
Title: Library Director

## Meeting Room Policy

JPAB Policy # 315  
Approved: March 2020  
Last Revised: August 2021  
Five-year Review Schedule: August 2026

### Why does the Library provide public access to community rooms?

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

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

### Terms of Use for Community Rooms

1. Reservations require a library card.
2. Rooms can be reserved by groups two months in advance of their event and up until one business day prior to their event. Rooms can't be reserved more than four times by one group in one calendar year. (The Library, including its sponsored programming, Friends of the Library and government agencies are exempt from this rule.)
3. Publicity material must also state that the Library neither approves nor disapproves of any viewpoint.
4. Groups may use rooms only for the hours booked in advance. All set-up and clean-up must be accomplished within the reserved time. Groups must return any space to the condition in which they found it unless staff requests otherwise.
5. All meetings must be open to the general public. (The Library and government agencies are exempt from this rule.)
6. All programs shall not discriminate against any individuals or groups of individuals because of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, physical or mental disability, or citizenship. The arrangement of the room must also comply with ADA access.
7. All participants must abide by the [Library's Code of Conduct](#).

8. Library spaces are not intended for commercial use. No admission fee may be charged; no collections may be taken on the premises, no fund or business solicited or direct sales made except for sales by the Library or Friends of the Library or their agent. Some exceptions may apply and can be approved by the Library Director. For example, the Director would need to approve suggested donations by program organizers or author book sales, and in such cases the Library would require that 15% of the donations goes to the Friends of the Library in order to benefit the Library. However, donations for programs can't be a condition on for participation.
9. Signs, posters, displays and decorations may be put up with prior permission from the branch manager.
10. Libraries are fragrance-free facilities. No incense may be used and fire regulations prohibit the use of candles however exceptions for special events may be approved by the library director.
11. The Library reserves the right to cancel a reservation due to circumstances beyond its control. The Library will notify the group of the reservation cancellation as soon as possible.
12. . Library spaces are not intended for private parties, such as weddings, birthday parties or other types of private celebrations.
13. Failure to comply with these terms could disqualify the group or individual from reserving library space in the future.

### **Care and Use of the Community Room**

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

### Other Available Spaces:

#### **Study Rooms:** (Can accommodate up to four individuals)

1. Study room reservation requires a library card.



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

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

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

work of a learning institution.

### **Reserving Community Rooms Outside of Regular Library Hours**

Groups seeking to use Library space after the normal library hours of operation must first become a library partner. Library partners support the Library's strategic plan and program goals of the Library. We require that partners meet with Library staff and complete an MOU, Program Room Contract and participate in an on-site orientation. If you are interested in starting the process to become a library partner, please contact Library Administration at 831-427-7706 to get connected with the appropriate manager.

## **Addendum: Meeting Room Policy for Library Partners**

Addendum to JPAB Policy # 315

Approved: xxx

Last Revised:

Five-year Review Schedule: xxx

### **Reserving Community Rooms Outside of Regular Library Hours**

Groups seeking to use Library space after the normal library hours of operation must first become a library partner. Library partners support the Library's strategic plan and program goals of the Library. We require that partners meet with Library staff and complete an MOU, Program Room Contract and participate in an on-site orientation. If you are interested in starting the process to become a library partner, please contact Library Administration at 831-427-7706 to get connected with the appropriate manager.

### **Who are Library Partners?**

The Friends of Santa Cruz Public Libraries and its chapters, the City of Santa Cruz, the City of Scotts Valley, the City of Capitola, and The County of Santa Cruz are all considered partners of SCPL.

Genealogy Society are existing partners with an active MOU. Other partners may be added with MOU as approved by the Library Director.

### **Terms of Use for Community Rooms, when different for partners, all other Meeting Room policies apply**

1. Active MOU on file.
2. Hold/Harmless and Insurance (types and limits could vary) on file.
3. For use during normal library hours of operations, rooms can be reserved up until one business day prior to the event. For after hours use, partners participate in an on-site orientation no less than one week in advance.
4. Reservations are dependent on room availability and must be made at least two weeks in advance of event date/s. Exceptions determined by the Library Director.

### **What spaces can partners use during normal open hours?**

1. Community Rooms
2. Multipurpose Rooms
3. Conference Rooms
4. Study Rooms
5. Patios

**What spaces can partners use after hours?**

1. Community Rooms
2. Patios

## Library Naming Policy

JPAB Policy # 403

Adopted: 3/2/2017

Revised: xx/xx/xxxx

Five-year Review Schedule: 2022

### 1. Purpose

This policy establishes the authority and process for philanthropic naming or re-naming of Santa Cruz Public Libraries interior and exterior spaces and features, major programs, and collections associated with specific branches. Philanthropic naming opportunities provide the Library with funds to meet strategic objectives. The Library determines the distribution of all naming funds.

### 2. Library Names

The Santa Cruz Public Libraries (the Library) name each branch according to their geographic location in the county, in order to identify each branch with either the neighborhood where it is located or the neighborhood that it primarily serves. This practice allows library users to easily determine the general location of a library facility they want to visit. Member jurisdictions may determine it appropriate to allow the Library building to be included in a naming policy.

### 3. Naming Criteria

Santa Cruz Public Libraries interior and exterior spaces and features, major programs, and a collection associated with a specific branch may be named in honor of an individual, family, or entity. Naming or re-naming rights is the purview of the local jurisdictions (City of Capitola, City of Scotts Valley, City of Santa Cruz, and County of Santa Cruz) subject to review by the Library Joint Powers Authority Board (JPAB) consistent with this policy.

Naming opportunity is provided only to those that exemplify the attributes of integrity, civic leadership, and deep commitment to the Library and community, specifically where:

- a) the proposed honoree reflects the spirit, values, and mission of the Library in support of free and equal access to information for all.
- b) an individual has provided extraordinary service and support to the Library system.
- c) an individual donor has made a significant monetary contribution to the Library.
- d) an entity's financial sponsorship has allowed the Library to significantly advance the provision of programs, services, or collections.

### 4. Naming Process

Each jurisdiction shall develop, propose, and maintain a list of Naming Opportunities.

The JPAB shall review each jurisdiction's naming plan to ensure that residents have a unified library experience as they visit branches across jurisdictions, and that the plan is consistent with this policy.

The JPAB shall review each jurisdiction's naming policy to ensure the plan:

- a) is appropriately consistent with other approved naming plans.
- b) does not overly commercialize the library space.

- c) includes clear time limits outlined below.
- d) reserves the right to reject any naming proposal or donation from any individual, family, or entity.

Naming rights shall not extend beyond the normal life of any interior or exterior space or feature, major program, or collection associated with a specific branch, or twenty (20) years, whichever is less. In the event that a named Library interior or exterior space or feature, major program, or collection is significantly altered within (a) 75% of the expected lifespan, or (b) a timeframe agreed upon in the naming rights contract, the JPA jurisdiction will carry the name forward in a similar capacity. A jurisdiction's naming plan may include longer timelines for significant donations, subject to approval by the JPAB.

Naming rights contracts shall be reviewed and approved by the LJPA and reported to the appropriate JPA jurisdiction for final approval.

#### 5. Naming Revocation

Any naming opportunity authorized by a JPAB jurisdiction can be revoked only by a vote of that body.

If an individual, family, or entity for whom a naming commitment has been made violates the standards defined in section three (3. Naming Criteria) of this policy, the JPAB may recommend the removal of the individual, family, or entity's name from the naming opportunity, interior or exterior space or feature, major program, or collection associated with a specific branch.

Before taking such action, the JPAB jurisdiction shall undertake due diligence, including consultation with counsel, as to any legal ramifications that the jurisdiction may expect under any pre-existing agreement(s) related to naming opportunities or in regard to any other matter that may have legal bearing upon a proposed change in name.

Where unforeseen circumstances make it impossible for a donor to complete a monetary donation commitment after associated name placement has occurred, the JPAB shall make reasonable efforts to work with the donor to create a plan for completion of the commitment. However, in certain circumstances it may be necessary and in the best interests of the Library to remove the donor's name choice from the naming opportunity.

## Library Naming Policy

LJPB Policy #403

Adopted: 3/2/2017

Revised: xx/xx/xxxx

Five-year Review Schedule: 2022

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- e) is appropriately consistent with other approved naming plans.
- f) does not overly commercialize the library space.
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Naming rights ~~agreements contracts~~ shall be reviewed and approved by the ~~LJPAB~~ and reported to the appropriate JPA jurisdiction ~~for final approval and reported to the JPAB~~.

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Before taking such action, the JPAB jurisdiction shall undertake due diligence, including consultation with counsel, as to any legal ramifications that the jurisdiction may expect under any pre-existing agreement(s) related to naming opportunities or in regard to any other matter that may have legal bearing upon a proposed change in name.

Where unforeseen circumstances make it impossible for a donor to complete a monetary donation commitment after associated name placement has occurred, the JPAB shall make reasonable efforts to work with the donor to create a plan for completion of the commitment. However, in certain circumstances it may be necessary and in the best interests of the Library to remove the donor's name choice from the naming opportunity.



## Policy Renewal Schedule

		Last Approved/Revised	Next Review Date
100	ADMINISTRATIVE		
101	Alcoholic Beverages Policy	Feb-15	Dec.26
102	Communications Policy for Board Members	Oct-21	Dec-26
103*	Conflict of Interest Code Policy - annually	March-20	Dec. 22
106	Volunteers Policy	Apr-18	Jan-23
107	Technology Acceptable Use Policy for Staff and Volunteers	Jun-18	Jan-23
108	Holiday Closure Policy	Oct-19	Oct-24
109	Commemorative Flag Policy	Aug-21	Aug-26
200	FACILITIES		
300	PUBLIC SERVICES		
302	Collection Development Policy	Aug-19	Aug-24
303	Confidentiality of Library Records	Jul-19	Jul-24
305	Display Policy: Bulletin Boards, Display Cases and Wall-Mounted Exhibits	Sep-14	Sep-19
306	Library Circulation Policy	Oct-13	Oct-18
307	Freedom to View	Jun-17	Jun-22
308	Freedom to Read	Jun-04	Jun-09
309	Gift Policy: Financial Donations	Jun-13	Jun-18
310	Gift Policy: Works of Art for Public Display	Sep-14	Sep-19
311	Library Bill of Rights Statement with related document: Resolution on the USA Patriot Act	Reaffirmed	Jul-02
312	Statement of Commitment to Racial and Social Equity	Aug-18	Aug-23
315	Meeting Room Policy revised	Aug-21	Aug-26
317	Internet and Wireless Access Policy	Feb-17	Feb-22
318	Code of Conduct Policy	May-17	May-22
320	Inter-Library Loan	Oct-19	Oct-24
321	Library Security Cameras	Aug-19	Aug-24
400	FINANCIAL/FISCAL		
401	Benefactor Recognition Policy		
402	Donations and Contributions	N/A	N/A

403	Library Naming Policy with related document (Naming Rights Gift Agreement)	Mar-17	Mar-22
404			
405	Fund Balance Policy	Jun-11	na
406	Library Surplus Policy	Jun-13	Jun-18
407			
408			
500	HEALTH/SAFETY		
600	LEGAL AND LEGISLATIVE		
601	Free Speech Rights of Citizens	Oct-18	Oct-23
700	PERSONNEL		
800	PLANNING/COMMUNITY DEVELOPMENT		
	Review every 5 years except where otherwise noted	Green: due	
103*	Review Annually		

Chair                    Mali LaGoe  
Vice Chair            Carlos Palacios  
Board Member        Jamie Goldstein  
Board Member        Matt Huffaker



## STAFF REPORT

DATE:                May 5, 2022  
TO:                    Library Joint Powers Authority Board  
FROM:                Yolande Wilburn, Library Director  
RE:                    FY 22/23 Draft Operating Budget Proposal

### RECOMMENDATION

Accept the Proposed FY 2022/2023 Joint Powers Authority (JPA) Budget and recommend placing the approval of the final budgets on the June 2022 JPA agenda.

### DISCUSSION

At the April LJPB meeting, the Library presented the Board with its budget assumptions:

- Aligning revenue with LFA estimates
- Projected increase in personnel costs of 2.9%
- Reclassifying 1.0 FTE LAII position into a LAIII
- Building capital outlay by \$50K per year until fully funded at \$400K
- Increases in operational costs due to branches re-opening of approximately \$60K or 6.5%
- Adding business property insurance to insure the library's collection
- Using available fund balance to meet operational needs

The Library also added another budget assumption after the Board met and that was to increase the training budget by 20%. This change along with the other assumptions are captured in the FY 23 Draft Budget attached.

Attachments: FY 22/23 Draft Library Budget

Report Prepared by: Kira Henifin, Principal Management Analyst

Reviewed and Forwarded by: Yolande Wilburn, Library Director

FY 2022-  
2023

SANTA CRUZ PUBLIC LIBRARIES BUDGET



# Santa Cruz Public Libraries

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June 2, 2022

Santa Cruz Public Libraries  
Joint Powers Authority Board  
117 Union Street  
Santa Cruz, CA 95060

Dear Board Members:

I am pleased to present the 2023 proposed budget for the Santa Cruz Public Libraries. The proposed budget reflects the results of the challenges faced over the last year and incorporates our priorities moving forward.

The global pandemic and library closures reduced staffing levels creating a deep need for additional staff and a heavy reliance on temporary staffing. As part of our reopening efforts, a review of the organizational structure and staffing models is underway. The study includes consideration of an increase in open hours. Over the next year, we will continue improving our operations, beginning with reviewing and updating our human resources processes through the lens of equity and inclusion to recruit, develop and retain excellent staff. Libraries play a significant role in building a strong community, and that begins with our team.

We are grateful for the commitment of the Library Team, which began developing a new Strategic Plan in 2022 based on the community's shared values. The priorities focus on safety, inclusion, and support, specifically, creating a library that feels safe and friendly for all, cultivating an inclusive organization, and aligning with community partners to strengthen support networks.

Measure S has provided us with an unprecedented opportunity to remodel and rebuild Libraries that are safe and meet the 21st Century standards. In the fiscal year 2022, the Boulder Creek and Garfield Park Libraries joined the Felton, La Selva Beach, and Capitola libraries in reopening. We look forward to openings at the Scotts Valley, Branciforte, and Live Oak libraries in late 2022, along with the new Live Oak Annex and Aptos Libraries in 2023.

The Downtown Santa Cruz Library is in desperate need of replacement. The Downtown Library Mixed-Use Project provides a dynamic opportunity to have library services, childcare, and affordable housing in one place. Libraries across the state and country have reached out to us for more information on the project. Santa Cruz is a forward-thinking community that incorporates a sustainable approach to resource sharing and resilience by acting now to meet future challenges. We anticipate the new Downtown Library will open in 2026.

In 2022 we contributed to our community's success by providing access to information, promoting social inclusion and equity, civic engagement, community involvement, and the community's economic vitality. We provided physical circulation of materials, learning kits, telescopes, and even State Park visitor passes at our open branches through our core services. Digital content, programming, and information services were provided in our facilities, outdoors, online, and through our telephone reference services. Our bookmobile took to the streets delivering outreach services and materials across the County while our librarians continued working with the incarcerated and at juvenile hall.

The Santa Cruz County Office of Education named Our Youth Librarian Team Partner of the Year. Our Librarians brought in over \$77,000 in grant programs, including Lunch @the Library, which provides free healthy meals for youths over the summer, and fun interactive programming. Adult services Librarians successfully opened the Life Literacies Center to assist with job search and housing resources. And we could never forget the phenomenal work of our Friends of the Library in raising over \$1 million of support for renovating and rebuilding our libraries.

We intend to grow the successful outreach partnerships established over the last year and expand them in 2023 as part of our strategic initiatives. Goals include:

- Aligning the work of the library with the work of the schools.
- Incorporating the Aptos History Museum collection into the Aptos Library.
- Providing broader community access through pop-up programming in parks and around town.

The Proposed Budget represents a 10.9% percent increase in spending from the prior fiscal year and is needed to ensure we can provide excellent service to each community.

The Proposed Budget includes one reclassification of a Library Assistant II to a Library Assistant III. However, we expect to bring forward a proposed new staffing model for consideration in the months ahead. The Proposed Budget includes investments in the staff development, relocating our Information Technology and Collection Management departments to the Library Administration building for greater efficiency of centralized library services.

Over the next year, we will collaborate with the County Office of Response, Recovery, and Resilience to ensure our libraries prepare to assist in an emergency. We will work with the City of Santa Cruz to help direct the unhoused to needed resources. And we will continue our focus on diversity, equity, and inclusion to ensure all residents feel safe and welcome in our libraries.

I want to thank the Library Advisory Commission for its commitment to the public need and our Library Joint Powers Authority Board for their leadership in navigating us through immeasurable change. By working together as a team, we will continue to meet the community's needs and face the challenges ahead.

Respectfully,

Yolande Wilburn  
Library Director



## **Mission – Vision**

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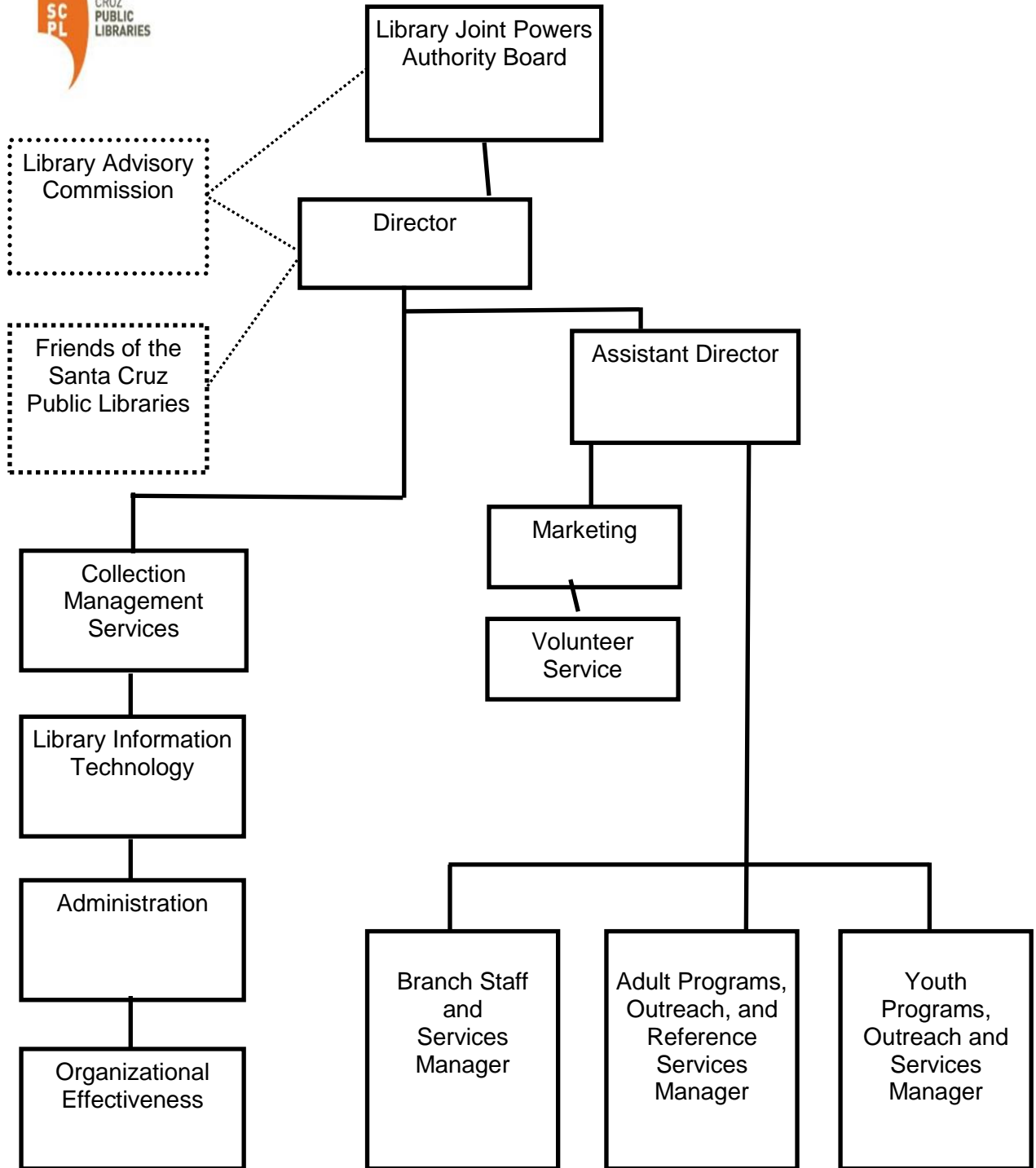
### **Mission**

Connect, Inspire, Inform

### **Our Vision**

Transform lives & strengthen communities





## 2023 Strategic Priorities

- Safety  
Create welcoming spaces that serve the needs of a diverse community. Connect to the services that support the physical, mental and economic health of our patrons. Update physical and digital spaces, collections and experiences to improve ADA, language and cultural accessibility. Facilitate opportunities for shared experiences among diverse groups.
- Inclusion  
Advance an organizational culture of equity and inclusion. Provide equitable and relevant services to library patrons. Develop processes and policies to reduce barriers and increase access. Strengthen relationships with partners serving marginalized and vulnerable populations. Develop communication strategies that connect people with our programs and services.
- Support  
Connect patrons with the materials and resources needed to achieve educational, economic, and personal outcomes. Strengthen community partnerships. Align the work of the library with the work of the schools. Provide opportunities for community members to collaborate. Invest in staff development.



# FY 2022-2023 Workplan

## 1. Expanding Service Hours and Organizational Capacity

- a. Evaluate staffing and hours in the new fiscal year.
- b. Recruit, train, develop staff.
- c. Develop an onboarding and evaluation plan.
- d. Complete an emergency plan with Continuity of Operations Plan.
- e. Work with County to establish the processes and procedures for managing facilities and maintenance items.

## 2. Transformative Spaces

- a. Open Live Oak, Scotts Valley, Branciforte and Garfield Park Libraries.
- b. Continue work on the new Downtown Library and support the public engagement process.
- c. Invite partners into our space to provide resources and expand knowledge of services.

## 3. Learning

- a. Expand Community Based Programming and partnerships.
- b. Deepen connection to schools throughout the county.
- c. Align the work of the Library with the work of the schools.

## 4. Digital Inclusion

- a. Increase technology support for patrons through a technology literacy curriculum.
- b. Explore and implement collaborations with the State Library and partners to improve technology access, including digital navigators.
- c. Complete a 2023 technology plan to support library operations.
- d. Reevaluate technology including hardware, software, and platforms used by Library staff for efficiency, effectiveness, and security.

## 5. User Experiences

- a. Implement the action plan on Equity, Diversity, and Inclusion (EDI).
- b. Finalize and activate the new Strategic Plan, including rebranding.
- c. Revise library website.
- d. Partner with the County Office of Response, Recovery and Resilience to establish the Felton Library branch as an Emergency Operations Center.

## Performance Benchmarks

**Measure Use:** cardholders, circulation, visits, database use, computer use, and program attendance.

**Measure Capacity:** number of public access computer, hours of computer and wireless use, type and number of technology programs.

**Measure Satisfaction:** Analyze findings and amend functions to improve patron satisfaction.

**Measure Partnerships:** Maintain current strategic partnerships and identify additional partners.



# Governance, Funding, and Budget Overview

The Santa Cruz Public Libraries (SCPL) system is one of two library systems in Santa Cruz County. SCPL serves its region independently although it shares revenue sources with the Watsonville Public Library.

## Governance

The Santa Cruz Public Libraries operate under a Joint Powers Agreement among the County of Santa Cruz and the Cities of Capitola, Santa Cruz, and Scotts Valley.

Members of the Joint Powers Board are the County Administrative Officer from the County of Santa Cruz, the City Manager from the City of Capitola, the City Manager from the City of Santa Cruz, and the City Manager from the City of Scotts Valley.

The original Joint Powers Agreement was forged in 1996. In December 2015, all four jurisdictions approved the Fourth Amendment to the Joint Powers Agreement and that is the current governing document for the Santa Cruz Public Libraries.

## Library Advisory Commission

The Library Advisory Commission is intended to be a voice of the community to provide advice and feedback to the Governing Board and the Director of Libraries. The Commission will review programs and services and make necessary recommendations as they pertain to the provision of these programs and services.

The Commission consists of the following Commissioners who must be registered voters:

- Three (3) residents of unincorporated Santa Cruz County appointed by the serving at the pleasure of the County Board of Supervisors, with one each from Supervisorial Districts 1, 2 and 5.
- Two (2) Santa Cruz city residents appointed by and serving at the pleasure of the Santa Cruz City Council.
- One (1) Capitola resident appointed by and serving at the pleasure of the Capitola City Council.
- One (1) Scotts Valley resident appointed by and serving at the pleasure of the Scotts Valley City Council.

## Funding

Both the Santa Cruz Public Libraries system and the Watsonville Public Library are supported by City and County property and sales taxes and private donations. There are three sources of local public revenues:

- The Cities of Santa Cruz and Watsonville contribute money from their general funds.

- Property taxes allocated for library services are collected by the County in the unincorporated areas and the Cities of Capitola and Scotts Valley
- A quarter cent sales tax designated for public library service is collected throughout the County

A Library Financing Authority divides these revenues between the Santa Cruz Public Libraries and the Watsonville Public Library, based on a population formula which gives Watsonville credit for serving people who live in the unincorporated area close to that city.

SCPL library services are provided through the Fourth Amendment of the Library Joint Powers Agreement with the funds made available by the Santa Cruz County Library Financing Authority.

Santa Cruz Public Libraries has a modest income from bequests, fine revenue, donations from the public and the Friends of the Santa Cruz Public Libraries.

### **Budget**

The Budget process begins no later than March 31st of each year with the Board providing service and budgetary priorities leading to the development of the Director of Libraries proposed operating and capital budget. A Public Hearing on the proposed budget shall be held no later than May 31st with copies of the budget made available 10 days prior to the public hearing. To adopt a budget, unanimous approval by the Board is required (Fourth Amendment to the JPA; Section 8).

## Budget Overview

		2021	2022	2022	2023	Growth/Loss		2024
		Actual	Adopted Budget	Year End Estimate	Requested Budget	From Adopted	Projected Budget	
<b>Expenditures by Activity:</b>								
Personnel Services *Est. costs including vacancy factor		9,029,262	11,950,092	11,672,983	12,301,023	\$ 350,931	2.9%	12,670,053
Services, Supplies & Other Charges		2,656,235	3,426,151	4,528,074	3,792,640	\$ 366,489	10.7%	3,982,272
Books & Materials		1,199,804	1,269,088	1,622,432	1,415,456			1,372,514
Capital Outlay		132,132	488,000	521,622	440,000			440,000
Total Budget - Expenditures		13,017,433	17,133,331	18,345,111	17,949,118			18,464,839
	Total Expenditures	\$13,017,433	17,133,331	\$18,345,111	\$17,949,118	\$815,788	4.8%	\$18,464,839
<b>Activity Resources:</b>								
Taxes		9,176,532	9,081,659	10,194,957	10,666,565	\$ 1,584,906	17.5%	10,815,897
Member Contributions		5,784,276	6,115,273	6,115,273	6,115,273	\$ -	0.0%	6,115,273
State and Federal Grants		353,409		108,000				
Fines and Forfeits		11,189	0	70,250	122,000			70,250
Donations & Trusts		295,228	63,213	244,847	62,063			35,000
Other Financing Sources		158,258	149,243	413,485	124,733			120,000
	Total Resources	\$15,778,892	15,409,388	\$17,146,812	\$17,090,634	\$1,681,246	10.9%	\$17,156,420
<b>Sub Total Operational Savings or (Cost)</b>		<b>\$2,761,459</b>	<b>(\$1,723,943)</b>	<b>(\$1,198,299)</b>	<b>(\$858,484)</b>			<b>(\$1,308,419)</b>
Fund Balance Applied			\$1,723,943	\$1,198,299	\$858,484			\$1,308,419
<b>Total</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			<b>\$0</b>

## Budget Overview

The Santa Cruz Public Libraries is excited to be cresting the hill of finishing construction and reopening Branciforte, Live Oak, Live Oak Annex, and Scotts Valley. This means that all nine library branches and the annex will be open to the public for library programs and services in FY 2023!

The LFA (Library Financing Authority) provides the revenue forecasts for the upcoming year. Sales tax is projected to grow 4.6% or approximately \$500K in FY 2023 from the previous fiscal year year-end estimate. Maintenance of effort remains flat at \$6,115,273. However, negotiations are on-going to re-negotiate this agreement between the County and the City of Santa Cruz for the next 5 years.

Given the opening of several branches this coming year, the operational costs associated (ie: janitorial, utilities and supplies) have been added back to the budget. The Library added three more costs of note. The first, is the addition of property/business insurance to insure the library's collection at all 11 library facilities. This insurance is still being negotiated with providers but \$25K has been added to the budget in anticipation of the annual policy premium. Secondly, the training budget has been increased by 20% in order to support staff. An increased training budget will provide staff with access to automated recruitment tools when holding interviews for vacant library positions. The increase will also help staff to schedule quarterly team meetings to help support operations and large programs delivered to the public. Finally, the Library has added \$25K to the operating budget to help with bilingual translation services for library programs and library written materials (such as policies, procedures and advertising). These services and supply operational increases contribute to the 10.7% or \$365K growth in the non-personnel FY 23 budget.

The Santa Cruz Public Library (SCPL) system relies on staff to deliver library services and programs to patrons. For this reason, SCPL's salary and benefits make up the majority of the annual operating budget at approximately 45.7% of overall costs. The Library has also included in its personnel projections a vacancy factor of \$770K. In FY 23 personnel costs are projected to increase by 2.9% mostly due to rising PERS and health insurance costs.

SCPL is not recommending any staffing increases at this time. However, there is one position that the Library would like to reclassify for operational purposes. During the pandemic the library reassigned a floor supervisor at the Downtown Branch to helping oversee the Collection Management staff. This change in assignment left the Downtown staff short one FTE. The Library plans to reclassify a vacant Collections Management LA II position, into a Library Assistant III position who would be assigned back to the Downtown Branch in order to make up for this staffing shortfall. The increased costs associated with this reclassification change would be approximately \$7,000 annually accounting for both salary and benefits.

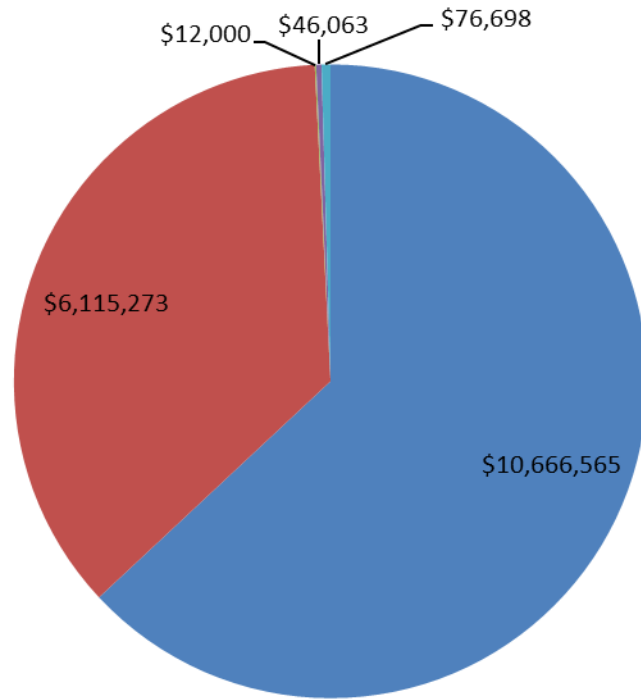
The Library continues to work on overall branch staffing configurations to meet the needs of the branches that will soon be re-opening. These presentations will be forthcoming and will fall outside the FY 23 budget process.

The Library continues to balance its operating budget using available fund balance monies. As of December 30, 2021, the available fund balance was \$5.9M. The FY 23 budget plans to use approximately \$900K of this fund balance to meet operational needs.

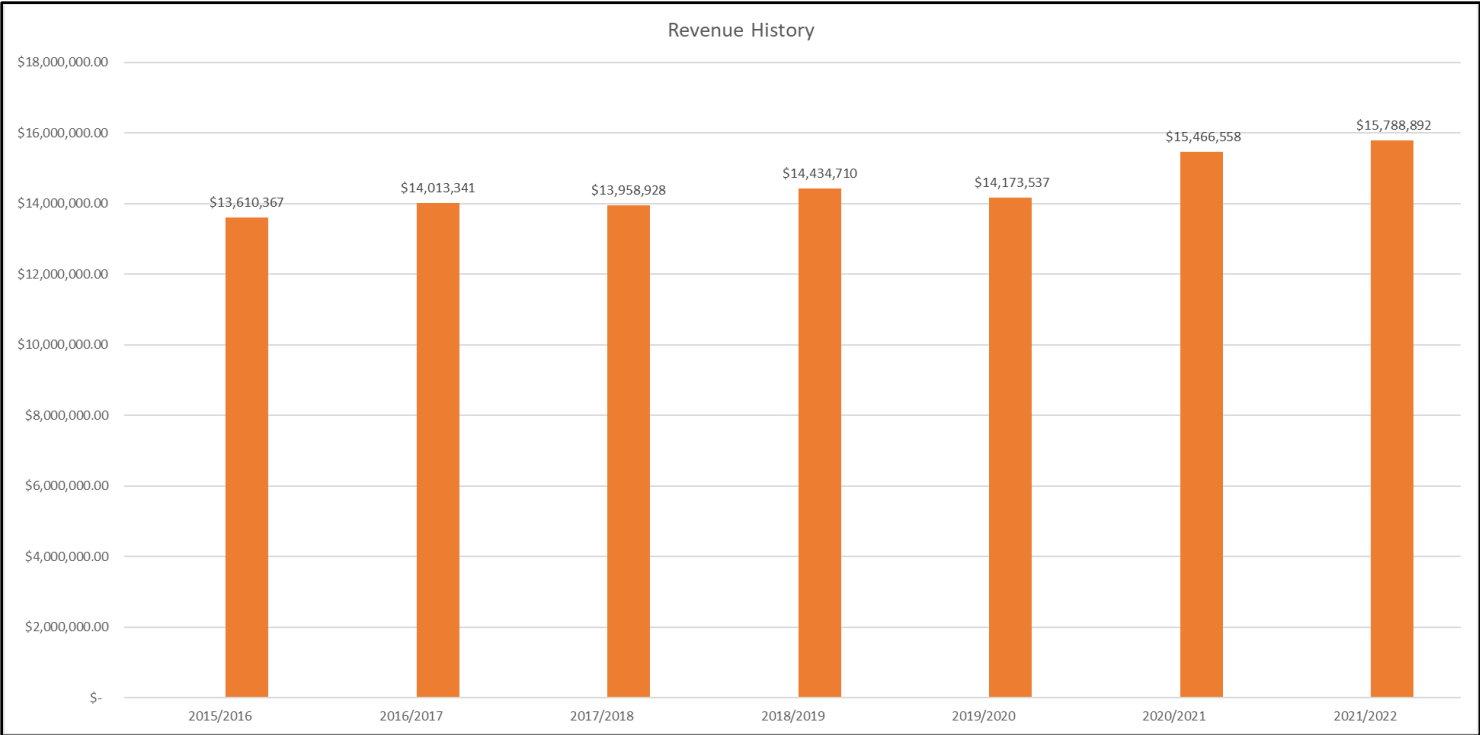


# Revenue

## FY 2022-2023 Revenue



■ Sales Tax ■ MOE ■ Library Fines and Fees ■ Trusts ■ Misc.



# Projected Library Revenues

Santa Cruz Public Libraries system is supported by City and County property and sales taxes and private donations. There are three sources of local public revenues:

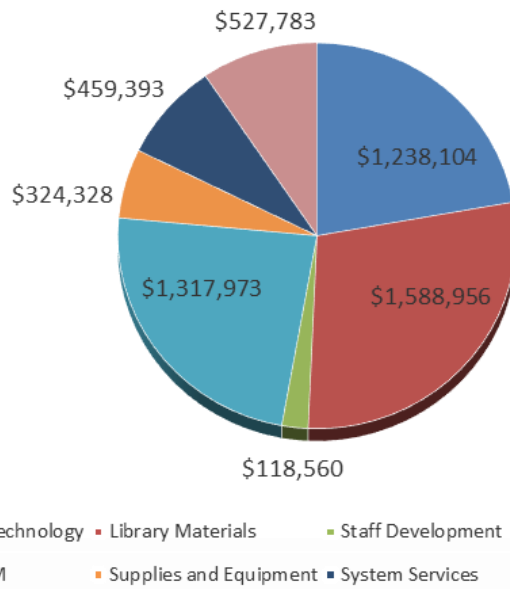
- The Cities of Santa Cruz and Watsonville contribute money from their general funds.
- Property taxes allocated for library services are collected by the County in the unincorporated areas and the Cities of Capitola and Scotts Valley.
- A quarter cent sales tax designated for public library service is collected throughout the County.

Santa Cruz Public Libraries has a modest income from bequests, fine revenue, donations from the public and the Friends of the Santa Cruz Public Libraries, Inc.

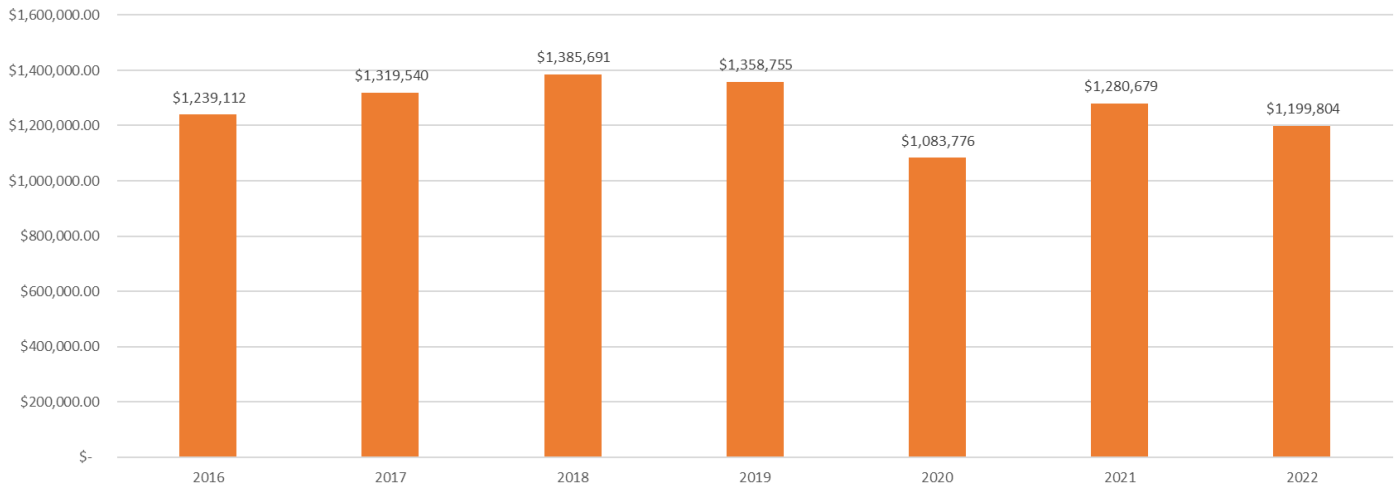
Budget Development Revenue Balances		2022	2022	2022	2023	Growth/Loss
Acct	Title	Ado Budget	Adj Budget	Year End Est	Dept Request	from YEE
<b>Fund 951 -- Library Joint Powers Authority</b>						
41211	Sales and use tax	\$ 8,912,416	\$ 8,912,416	\$ 8,912,416	\$ 10,666,565	19.7%
41993	Libraries parcel tax	\$ -	\$ -	\$ -	\$ 110,000	
43110	Federal operating grants & contributions	\$ -	\$ 100,000	\$ -	\$ -	
43199	Other federal revenues	\$ -	\$ 118,757	\$ 118,757	\$ -	
43210	State operating grants and contributions	\$ -	\$ -	\$ 100,894	\$ -	
43310	Local operating grants and contributions	\$ -	\$ 13,000	\$ 141,000	\$ -	
43311	Maintenance of effort contributions	\$ 6,115,273	\$ 6,115,273	\$ 6,115,273	\$ 6,115,273	0.0%
43354	County of SC - reimbursements	\$ -	\$ -	\$ -	\$ -	
44630	Room rentals-library JPA	\$ 4,640	\$ 4,640	\$ 4,640	\$ 4,640	0.0%
45131	Library fines	\$ -	\$ -	\$ 12,122	\$ 12,000	-1.0%
46110	Pooled cash and investment interest	\$ 92,840	\$ 92,840	\$ 92,840	\$ 92,840	0.0%
46115	Unrealized gain/loss-invest held by City	\$ -	\$ -	\$ -	\$ -	
46190	Interest earnings - other	\$ 14,763	\$ 14,763	\$ 14,763	\$ 5,253	-64.4%
46303	Donations - library	\$ 13,100	\$ 62,936	\$ 62,936	\$ 13,100	-79.2%
46309	Donations - library - Friends of the Lib	\$ 27,923	\$ 280,182	\$ 222,982	\$ 26,773	-88.0%
46910	Miscellaneous operating revenue	\$ 8,500	\$ 21,865	\$ 21,865	\$ 22,000	0.6%
46990	Miscellaneous non-operating revenue	\$ -	\$ -	\$ -	\$ -	
49105	From Workers' Compensation Fund	\$ -	\$ -	\$ -	\$ -	
49122	From Library Private Trust Fund	\$ 22,190	\$ 43,783	\$ 43,783	\$ 22,190	
<b>Total Library Joint Powers Authority</b>		<b>15,211,645.00</b>	<b>15,780,455.13</b>	<b>15,864,271.00</b>	<b>17,090,634.00</b>	<b>7.7%</b>
<b>Total</b>		<b>15,211,645.00</b>	<b>15,780,455.13</b>	<b>15,864,271.00</b>	<b>17,090,634.00</b>	

## **Non-Personnel Expenditures**

### FY 22/23 Non Personnel Expenditures by Library Function



### Collection Spending History (includes donations and trusts)



# System Operating Expenditures

Budget Development Expenditure Balances						
Acct	Title	2022 Ado Budget	2022 Adj Budget	2022 Year End Est	2023 Dept Request	% Change from Adopted
52131	Claims management services - outside	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	0.0%
52135	Financial services - outside	\$ 518,083	\$ 518,083	\$ 518,083	\$ 527,783	1.9%
52139	Medical services	\$ -	\$ -	\$ 696	\$ 1,000	
52150	Merchant bank fees	\$ 600	\$ 600	\$ 600	\$ 600	0.0%
52155	Courier services	\$ 2,926	\$ 2,926	\$ 2,830	\$ 2,000	-31.6%
52199	Other professional & technical services	\$ 188,300	\$ 338,300	\$ 338,300	\$ 205,000	8.9%
52201	Water, sewer and refuse	\$ 79,885	\$ 79,885	\$ 80,679	\$ 81,985	2.6%
52202	Hazardous materials disposal	\$ 500	\$ 500	\$ 500	\$ 500	0.0%
52211	Janitorial services	\$ 296,700	\$ 296,700	\$ 286,330	\$ 321,525	8.4%
52223	Equip annual inventory charge - internal	\$ 4,950	\$ 4,950	\$ 4,950	\$ 1,725	-65.2%
52226	Vehicle work order charges - internal	\$ 25,999	\$ 25,999	\$ 25,999	\$ 11,795	-54.6%
52227	Vehicle fuel island charges - internal	\$ 17,474	\$ 17,474	\$ 17,474	\$ 18,163	3.9%
52240	Office equipment operation/maint	\$ 7,340	\$ 7,340	\$ 7,340	\$ 7,590	3.4%
52241	Vehicle maintenance costs - outside	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	0.0%
52244	Other equipment operation/maintenance	\$ 10,725	\$ 10,725	\$ 10,952	\$ 10,975	2.3%
52246	Building and facility o & m - outside	\$ 265,132	\$ 265,132	\$ 271,531	\$ 290,761	9.7%
52247	Landscaping maintenance services	\$ 43,800	\$ 43,800	\$ 48,290	\$ 55,950	27.7%
52248	Software maintenance services	\$ 407,019	\$ 407,019	\$ 407,019	\$ 409,019	0.5%
52249	Hardware maintenance services	\$ 30,000	\$ 30,000	\$ 300,000	\$ 30,000	0.0%
52261	Equipment, building and land rentals	\$ 240,452	\$ 284,088	\$ 240,452	\$ 283,843	18.0%
52269	Equipment lease-outside	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	0.0%
52302	Travel and meetings	\$ 19,200	\$ 19,200	\$ 19,200	\$ 19,800	3.1%
52304	Training	\$ 82,300	\$ 82,300	\$ 82,300	\$ 98,760	20.0%
52403	Telecommunications service - outside	\$ 240,585	\$ 359,342	\$ 359,342	\$ 354,085	47.2%
52932	Liability insurance/surety bonds-interna	\$ 43,170	\$ 43,170	\$ 43,170	\$ 43,170	0.0%
52933	Liability insurance/surety bonds-outside	\$ 68,000	\$ 68,000	\$ 68,000	\$ 93,000	36.8%
52960	Advertising	\$ 31,570	\$ 31,570	\$ 31,570	\$ 31,570	0.0%
52961	Dues and memberships	\$ 37,453	\$ 37,453	\$ 37,453	\$ 37,453	0.0%
52972	Printing and binding-outside	\$ 32,600	\$ 32,600	\$ 32,600	\$ 32,600	0.0%
53101	Postage charges	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	0.0%
53102	Office supplies	\$ 24,250	\$ 24,250	\$ 24,040	\$ 25,650	5.8%
53106	Books and periodicals	\$ 1,247,165	\$ 1,930,933	\$ 1,930,933	\$ 1,393,533	11.7%
53107	Books and periodicals-grants & donations	\$ 21,923	\$ 182,467	\$ 125,267	\$ 21,923	0.0%
53108	Safety clothing and equipment	\$ 13,910	\$ 13,910	\$ 14,128	\$ 16,510	18.7%
53109	Copier supplies	\$ 6,430	\$ 6,430	\$ 5,830	\$ 6,680	3.9%
53112	Library functional supplies	\$ 171,500	\$ 171,500	\$ 171,500	\$ 171,500	0.0%
53113	Janitorial supplies	\$ 28,000	\$ 28,000	\$ 24,409	\$ 33,500	19.6%
53311	Electricity	\$ 205,275	\$ 205,275	\$ 205,275	\$ 205,275	0.0%
53312	Natural gas	\$ 39,950	\$ 39,950	\$ 39,950	\$ 39,950	0.0%
54990	Miscellaneous supplies and services	\$ 205,423	\$ 223,297	\$ 252,077	\$ 205,423	0.0%
56960	Loans and grants	\$ -	\$ 334,588	\$ 334,588	\$ -	
56995	Refunded fees and fines	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	0.0%
57401	Office furniture/equipment	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	0.0%
57402	Vehicle equipment	\$ 80,000	\$ 80,000	\$ 80,000	\$ -	-100.0%
57409	Computer equipment	\$ 240,000	\$ 273,622	\$ 273,622	\$ 240,000	0.0%
57990	Other capital outlay	\$ 150,000	\$ 150,000	\$ 150,000	\$ 200,000	33.3%
<b>Total</b>		\$ 5,192,089	\$ 6,734,878	\$ 6,930,779	\$ 5,594,096	7.7%

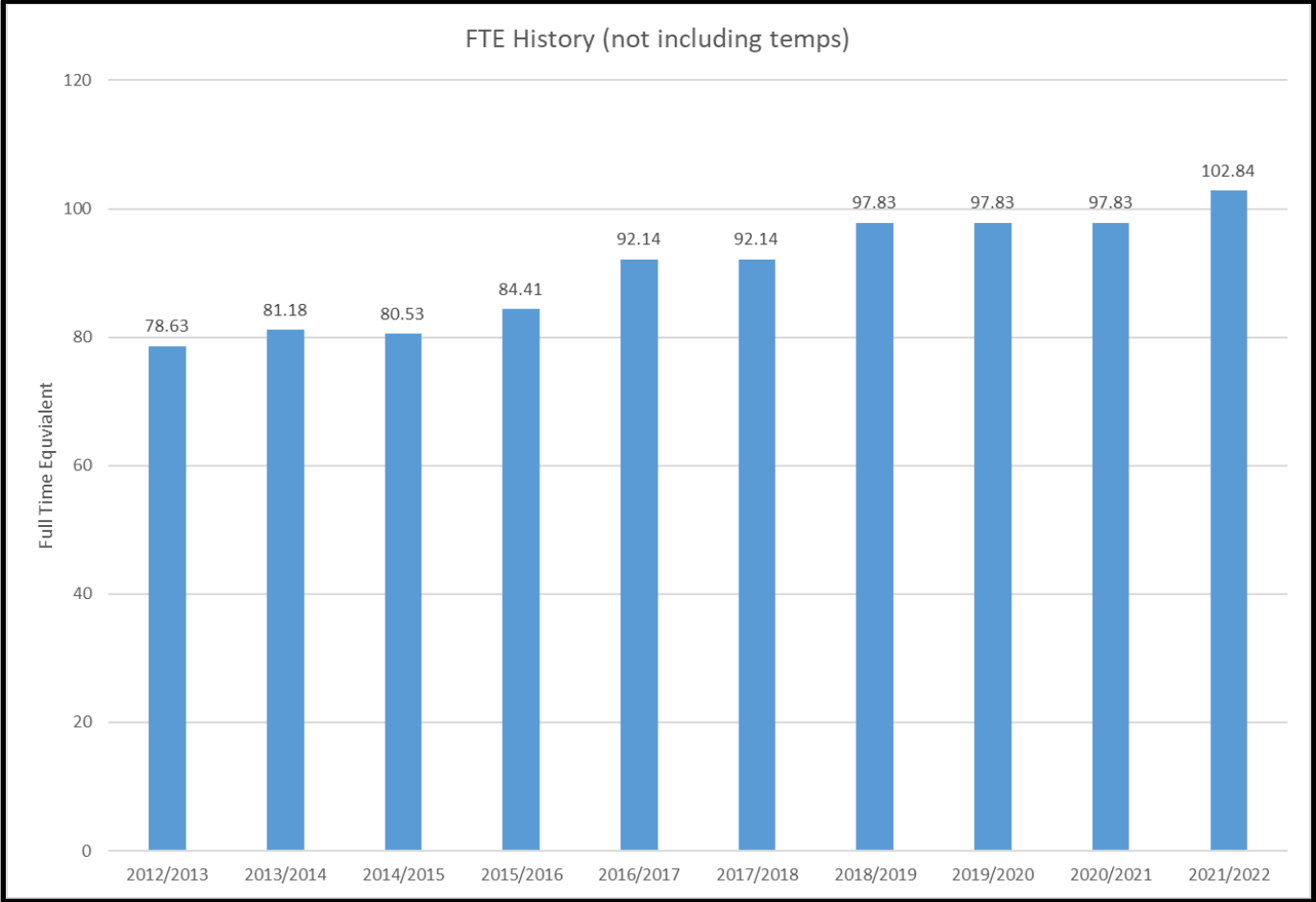
## **Personnel Expenditures**



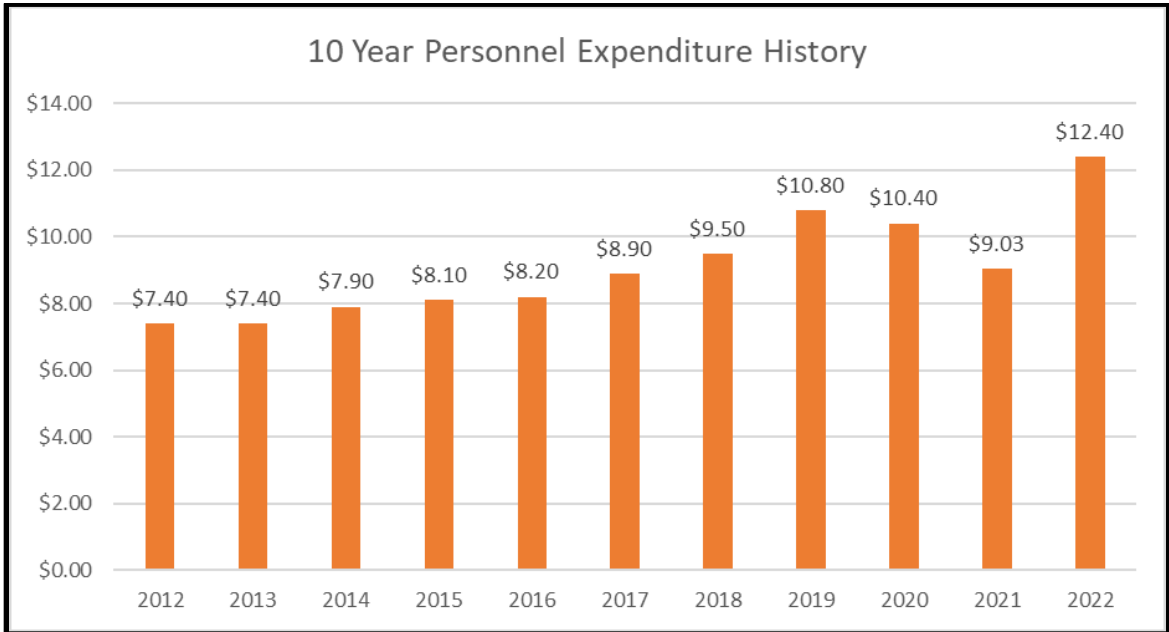
# Personnel Expenditures

Budget Development Expenditure Balances						
Acct	Title	2022 Ado Budget	2022 Adj Budget	2022 Year End Est	2023 Dept Request	% Change from Adopted
51110	Regular full time	\$ 6,532,212.00	\$ 6,182,212.00	\$ 6,182,212.00	\$ 6,484,821.65	-0.7%
51111	Regular part time	\$ 1,133,654.00	\$ 1,083,654.00	\$ 1,083,654.00	\$ 1,237,073.59	9.1%
51114	Overtime	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	0.0%
51115	Termination pay	\$ -	\$ -	\$ 57,112.00	\$ -	
51122	Temporary	\$ 825,000.00	\$ 875,000.00	\$ 875,000.00	\$ 825,000.00	0.0%
51130	Other pay	\$ -	\$ -	\$ 1,421.00	\$ -	
51132	Special vacation pay	\$ -	\$ -	\$ 14,358.00	\$ -	
51150	Vehicle-phone-data allowance	\$ 2,857.00	\$ 2,857.00	\$ 2,857.00	\$ 1,260.00	-55.9%
51201	Retirement contribution	\$ 470,113.00	\$ 470,113.00	\$ 470,113.00	\$ 469,004.65	-0.2%
51202	F.I.C.A.	\$ 63,113.00	\$ 63,113.00	\$ 63,113.00	\$ 63,113.00	0.0%
51203	PERS unfunded liability	\$ 1,253,071.00	\$ 1,253,071.00	\$ 1,253,071.00	\$ 1,396,809.01	11.5%
51206	PERS Unfunded payment	\$ -	\$ -	\$ -	\$ -	
51210	Group health insurance	\$ 1,838,798.00	\$ 1,838,798.00	\$ 1,838,798.00	\$ 1,943,866.78	5.7%
51212	Group dental insurance	\$ 110,330.00	\$ 110,330.00	\$ 110,330.00	\$ 116,535.06	5.6%
51213	Vision insurance	\$ 17,548.00	\$ 17,548.00	\$ 17,548.00	\$ 18,731.52	6.7%
51214	Medicare insurance	\$ 105,029.00	\$ 105,029.00	\$ 105,029.00	\$ 108,708.18	3.5%
51215	Employee assistance program	\$ 4,148.00	\$ 4,148.00	\$ 4,148.00	\$ 4,355.58	5.0%
51220	Group life insurance	\$ 1,790.00	\$ 1,790.00	\$ 1,790.00	\$ 1,968.72	10.0%
51221	Disability insurance	\$ 82,234.00	\$ 82,234.00	\$ 82,234.00	\$ 86,241.22	4.9%
51222	SDI	\$ 37,912.00	\$ 37,912.00	\$ 37,912.00	\$ 39,084.08	3.1%
51230	Unemployment insurance	\$ 62,556.00	\$ 62,556.00	\$ 62,556.00	\$ 66,004.91	5.5%
51240	Workers' compensation	\$ 174,727.00	\$ 174,727.00	\$ 174,727.00	\$ 203,442.57	16.4%
<b>Total</b>		\$ 12,720,092	\$ 12,370,092	\$ 12,442,983	\$ 13,071,021	2.8%

Note: A \$770K vacancy factor has been accounted for in the Budget Overview



NOTE: In FY 2008 the Library staffed 120.63 FTE



# Fines and Fees Schedule

The Library is recommending the following fee schedule.

Description	Current	Proposed FY 2022-2023
Overdue Item Fine	\$0	No Change
Lost/Replacement Fine	Varies Based on Item	No Change
Collection Agency Fee	\$20.00	No Change
Damaged Item Fine	Varies Based on Item	No Change
Flashdrive Fee	\$5.00	No Change
Headphone Fee	\$4.00	No Change
Library Card Replacement Fee	\$2.00	No Charge
Meeting Room Fee	\$0	No Change
Missing Parts Fine	Varies Based on Item	No Change
Photocopying Fee	15¢per page	No change
Test Proctoring Fee	\$40.00	No change
Inter Library Loan	\$0	No Change

Note: Proposal for items in red (all fees) to be suspended.

## Appendix A: Position Listing by Classification

<b>Library Personnel Profile</b>	<b>FY 2019 Adopted Budget</b>	<b>FY 2020 Adopted Budget</b>	<b>FY 2021 Adopted Budget</b>	<b>FY 2022 Adopted Budget</b>	<b>FY 2023 Proposed Budget</b>
Accounting Assistant I	1.50	1.50	1.50	1.50	1.50
Administrative Assistant I/II	3.53	3.53	3.53	2.91	2.91
Assistant Director of Libraries	1.00	1.00	1.00	1.00	1.00
Bookmobile Library Assistant	1.80	1.80	1.80	2.80	2.80
Building Maintenance Worker I/II	2.00	2.00	2.00	2.00	2.00
Courier/Driver	1.00	1.00	1.00		
Director of Libraries	1.00	1.00	1.00	1.00	1.00
IT Specialist I/II	1.00	1.00	1.00	1.00	1.00
IT Specialist III	2.00	2.00	2.00	2.00	2.00
Librarian I/II	18.01	20.01	20.01	20.01	20.01
Librarian III	3.75	4.00	4.00	4.00	4.00
Library Assistant I	1.00	1.00	1.00		
Library Assistant II	28.50	31.50	31.50	37.12	36.12
Library Assistant III	10.25	10.00	10.00	10.00	11.00
Library Assistant IV	2.00	2.00	2.00	2.00	2.00
Library Division Manager					
Library Information Specialist	5.00	5.00	5.00	5.00	5.00
Library Information Technology Manager	1.00	1.00	1.00	1.00	1.00
Library Specialist	2.00	2.00	2.00	2.00	2.00
Management Analyst				1.00	1.00
Manager System Services and Support	-				
Network Administrator	-				
Network & Systems Administrator	2.00	2.00	2.00	2.00	2.00
Principal Management Analyst	1.00	1.00	1.00	1.00	1.00
Programmer Analyst I/II	1.00	1.00	1.00	1.00	1.00
Service Field Crew Leader	1.00	1.00	1.00	1.00	1.00
Systems Administrator	-				
Systems Coordinator	1.00	1.00	1.00	1.00	1.00
Volunteer Coordinator Assistant	0.50	0.50	0.50	0.50	0.50
	92.84	97.84	97.84	102.84	102.84
Change	1.00	5.00	-	5.00	0.00

Note: In 2008 the FTE for the library system was 120.63.

# Appendix B:

## Trust Fund Narratives

### FINKELDEY TRUST

Donor: Stella A. H. Finkeldey, a teacher and principal in the Santa Cruz City School System, left her estate to the Santa Cruz Public Library in 1949.

Terms: "...the net income there from, plus the annual sum of \$100.00 from the principal, [shall] be used and expended solely for the purchase of musical literature for and to be kept in the music department of the Santa Cruz Public Library."

Balance of  
Trust as of  
4/15/2022: \$9,384

Income: Interest earned is added to principal

Management: Held by the City Finance Department. Complete record is reflected in Library budget. CMS Manager manages the funds.

### DOROTHY A. HALE TRUST

Donor: Dorothy A. Hale died in 2011 leaving the Library a bequest.

Terms: The Dorothy A. Hale Trust specifies that the Library use the funds for "the Scotts Valley Branch of the Santa Cruz Public Library System.

Balance of  
Trust as of  
4/15/2022: \$48,605

Income: Interest earned is added to principal

Management: Held by the City Finance Department. Regional Manager, Laura Whaley, manages funds.

LEET-CORDAY TRUST

Donor: Robert Leet-Corday

Terms: The Leet-Corday Trust specifies that the Library use the funds for the Downtown (Central) Branch of the Santa Cruz Public Library System for “providing vibrant physical and virtual public spaces”.

Balance of Trust as of 4/15/2022: \$101,315

Income: Interest earned is added to principal

Management: Held by the City Finance Department. DTN Regional Manager manages funds.

MCCASKILL TRUST – LOCAL HISTORY

Donor: Annie McCaskill, who died in 1981, named the City of Santa Cruz as one of the two residual legatees for her estate. The other was the First Presbyterian Church. Upon the death of her sister, Francis McCaskill, the City’s share of the estate was to be divided into two equal parts: one for local history and the other for providing materials and services to people who are visually impaired. Francis McCaskill died in 1986, and the Library received its distribution during the summer.

Terms: Half the City’s share is to be used “in establishing and maintaining a department in the City of Santa Cruz Public Library System devoted to the preservation of historical documents and objects and promulgation of the local history of the City of Santa Cruz and of the State of California.” No limitations on only spending income.

Balance of Trust as of 4/15/2022: \$227,358

Income: Interest earned is added to principal

Management: Held by the City Finance Department. Asst. Director manages funds.

MCCASKILL TRUST – VISUALLY IMPAIRED

Donor: See above

Terms: Half the City’s share of the McCaskill Trust is to be used “in establishing and maintaining a Braille department in the City of Santa Cruz Public Library System and for the purpose of providing Braille books, materials, records, and tapes for use of persons with defective sight.”

Anticipating major cuts in the Library's 1986-87 materials budget, the Library Board agreed in July that \$15,000 in income from this Trust should be used to support the purchase of large print and talking book tapes for adults and children during the current fiscal year. It has been approved that continuing after this, the money could be spent in any way that benefitted the visually impaired and was not limited to the purchase of Braille materials.

Balance of  
Trust as of  
4/15/2022: \$191,240

Income: Interest earned is added to principal

Management: Held by the City Finance Department. CMS Manager manages funds.

### JAMES MORLEY TRUST

Donor: James Morton Morley died on February 1, 2011, leaving the Library a bequest.

Terms: The James Morton Morley Trust specifies that the Library use the funds for "improvements or enhancements to the La Selva Beach Library Branch or the Aptos Branch if the La Selva Beach Branch has been or is scheduled to close".

Balance of  
Trust as of  
4/15/2022: \$14,071

Income: Interest earned is added to principal

Management: Held by the City Finance Department. Regional Manger manages funds.

### RICHARDSON TRUST

Donor: Dr. James B. Richardson died in 1979, leaving the Library a Testamentary Trust for book purchases. His other legatees were the Cornell University Veterinary School and a personal friend.

Terms: The Richardson Will specifies that the Library use the funds "for the purchase of nonfiction books written for the general public, and not to include textbooks, technical or statistical books, or religious or sociological studies."

Balance of  
Trust as of  
4/15/2022: \$350,000

Income: In 1981 the Superior Court ruled that all net income be distributed annually, one-fifth to Cornell (for research on dogs) and four-fifths to the Library.

Management: Held by Comerica Bank. Check is received annually in May and that is appropriated into the Library's annual budget. CMS Manager manages this trust.

### UTTER TRUST

Donor: Herman A. Utter and Ruth H. Utter Fourth Restatement of Trust Agreement dated May 7, 1992 restatement dated August 6, 2004

Terms: "To support the purchase of library materials and special library programs."  
(March 2017)

Balance of  
Trust as of  
4/15/2022: \$298,347

Income: Interest Only

Management: FSCPL holds this trust. Held at Community Foundation of Santa Cruz County. Asst. Director manages these funds.



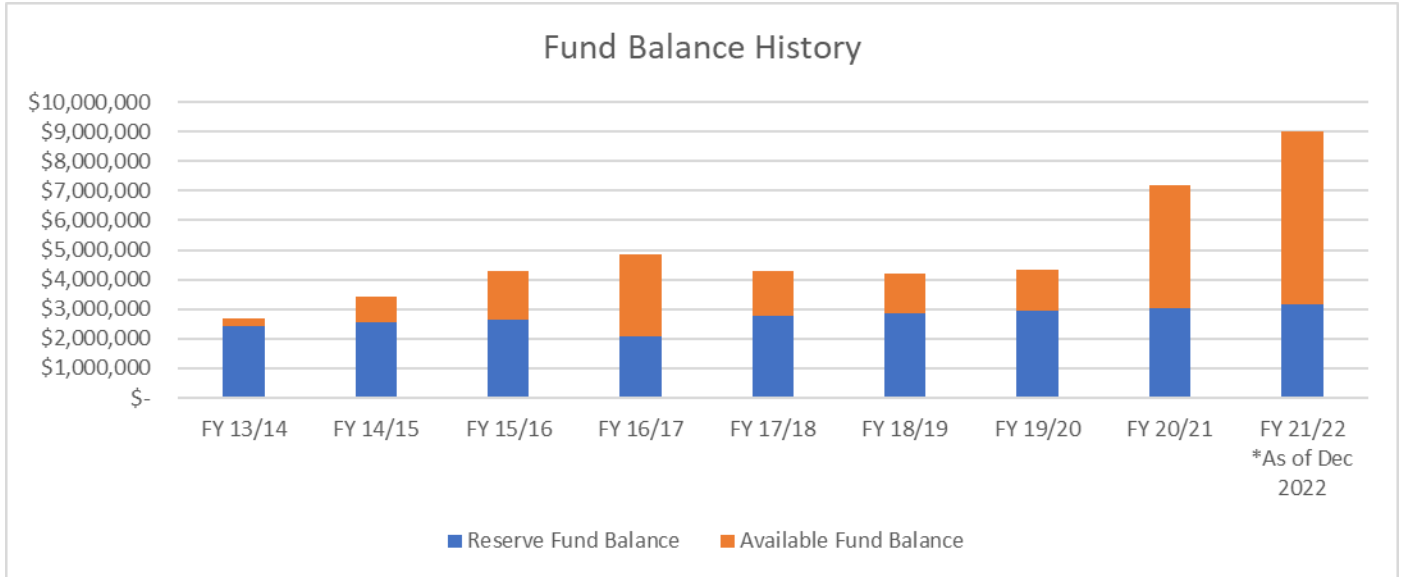
# Appendix C:

## Vehicle Replacement Schedule

Library FY 22/23 Vehicle Replacement Schedule						
#	Department	Description	Replacement Cost	Year Acquired	Year of Replacement	Savings Need/Yr to Meet Replacement Date
434	Courier	Ford Transit	\$45,000	2020	2030-31	\$4,500
528	Bldg Maint	Dodge Sprinter	\$45,000	2007	2017-18	\$5,833
527	Bldg Maint	Ford Transit	\$35,000	2015	2024-25	\$3,500
529	Bldg Maint	Ford Transit	\$45,000	2019	2029-30	\$4,500
151	Outreach	Ford Escape Hybrid	\$35,000	2009	2017-18	\$5,833
178	Outreach	Ford Escape Hybrid	\$35,000	2015	2024-25	\$3,500
531	Outreach	Frieghtliner	\$350,000	2016	2030-31	\$23,333
546	LIT	Ford Transit	\$35,000	2018	2028-29	\$3,500
	Programs	Pedal Library	\$2,500	2016	2021-22	\$500
<b>TOTAL SAVINGS NEEDS PER YEAR</b>						<b>\$54,999</b>
<b>Savings Began in FY 11/12</b>						
**The Library System has chosen to abide by the City's vehicle replacement schedule which is defined as replacing vehicles every 100,000 miles or every 10 years.						

# Appendix D:

## Reserve and Fund Balance History



NOTE: FY 17/18 the reserve policy was increased from 15% to 20%.

## Appendix E:

### Current Position Vacancy List

Position Classification	FTE
Library Specialist/Volunteer Coordinator	2.00
Librarian II	1.00
Information Tech Specialist I	1.00
Network & Systems Administrator	2.00
Library Assistant II	6.30
Library Assistant III	1.00
Management Analyst	1.00
Library Assistant II	0.50
Vacancy FTE Total	14.80

NOTE: This FTE represents 20 staff people.