



AGENDA
REGULAR MEETING OF THE
BLANCHARD /SANTA PAULA LIBRARY DISTRICT
BOARD OF TRUSTEES
TUESDAY, AUGUST 27, 2024 – 6:00 PM.
BLANCHARD COMMUNITY LIBRARY
119 N. 8TH STREET
SANTA PAULA, CA 93060
www.blanchardlibrary.org

THIS MEETING WILL BE HELD IN PERSON AT THE LIBRARY

1. CALL TO ORDER

2. ROLL CALL

President Geraldine Barrows
Vice President ... Maisha Cole Olson
Clerk Ron Merson
Trustee Rick Reyes
Trustee Miriam Zamora

3. APPROVAL OF THE ORDER OF THE AGENDA

4. PUBLIC COMMENT

Public comments are welcomed and encouraged. The President of the Board will acknowledge visitors wishing to speak on a topic not on the regular Board agenda. The Board is prohibited from taking action on any item not part of the printed agenda. When addressing the Library Board, please stand to be recognized by the Board President, state your full name and address, and direct your comments to the entire Library Board.

For members in the audience wishing to speak on an Agenda item, the President will announce the item and request the staff or a Board member to give a brief summary. The Board will have an opportunity to ask questions, following which the President will ask whether anyone else wishes to comment. Then the Board will discuss the item and take the appropriate action.

The Library Board of Trustees requests that speakers conduct themselves with civility and keep in mind the rights and well-being of all members of the Santa Paula community.

5. CONSENT AGENDA

- A. Approval of Minutes: Meeting of July 23, 2024
- B. Receive and File Financial Reports for July 2024

6. BOARD/ADMINISTRATION COMMENTS, CONCERNS, HANDOUTS

7. OLD BUSINESS

BLANCHARD / SANTA PAULA LIBRARY DISTRICT

119 N. 8TH STREET, SANTA PAULA, CA 93060 • (805) 525-3615 • WWW.BLANCHARDLIBRARY.ORG

Blanchard / Santa Paula Library District
Board of Trustees Meeting
August 27, 2024

Page 2 of 2

- A. Status of Capital Improvement Projects (information, discussion, possible action)
 - i. Building Forward Library Facilities Improvement Program
 - ii. Community Hall Project

8. NEW BUSINESS

- A. Approval of Amended Black Gold JPA Agreement and Bylaws (information, discussion, possible action)

9. REPORTS

- A. Staff Reports
 - 1) Adult Services
 - 2) Youth Services
 - 3) Literacy
 - 4) Library Director
- B. Friends of the Library
- C. Board Committees
 - 1) Art
 - 2) Facilities
 - 3) Finance
 - 4) Fundraising/Grants
 - 5) Human Resources
 - 6) Strategic Planning

10. FUTURE AGENDA ITEMS

11. UPCOMING MEETING DATES

- A. Regular Meeting on September 24, 2024 at 6:00 PM

12. ADJOURNMENT

In compliance with the Ralph M. Brown Act and the Americans with Disabilities Act, if you need a disability-related modification, accommodation, or other special assistance to participate in this meeting, please contact Justin Formanek, Library Director of the Blanchard/Santa Paula Community Library, at 805-525-3615 x301 or email justin.formanek@blanchardlibrary.org. Notification 48 hours before the meeting will enable reasonable arrangements to be made.



**LIBRARY BOARD OF TRUSTEES
AGENDA ITEM 5**

REPORT: Consent Agenda
PREPARED BY: Justin Formanek

MEETING DATE: August 27, 2024
LOCATION: Blanchard Library

The Consent Agenda adopting the Recommended Board Action will be enacted with one vote. The Board President will first ask the staff and the Board if there is anyone who wishes to remove an item from the Consent Agenda for discussion and consideration. Items removed from the Consent Agenda will be considered individually at the end of the Consent Agenda. The entire remaining Consent Agenda is then voted upon by roll call under one motion.

RECOMMENDATION

Staff recommends the Board approve the items in the Consent Agenda, listed below.

1. Approval of Minutes: Special Meeting of July 17, 2024
2. Approval of Minutes: Regular Meeting of July 23, 2024
3. Receive and File Financial Reports for July 2024

Attachments —

- Minutes: Meeting of July 17, 2024
- Minutes: Meeting of July 23, 2024
- Financial Reports for July 2024

	MOVED	SECOND	YES	NO	ABSTAIN	ABSENT
Barrows						
Merson						
Olson						
Reyes						
Zamora						



**MINUTES OF THE SPECIAL MEETING OF THE FACILITIES COMMITTEE OF
THE BLANCHARD /SANTA PAULA LIBRARY DISTRICT BOARD OF TRUSTEES
WEDNESDAY, July 17, 2024 – 10:00 AM.**

1. CALL TO ORDER

The Meeting was called to order at 10:21 AM by Trustee Maisha Cole Olson.

2. ROLL CALL

Trustees Ron Merson and Maisha Cole Olson were in attendance. Library Director Justin Formanek was present.

3. APPROVAL OF THE ORDER OF THE AGENDA

Trustee Merson made a motion to approve the order of the agenda and Trustee Olson seconded the motion.

The motion passed unanimously.

4. PUBLIC COMMENT

There were no public comments.

5. NEW BUSINESS

Library Director Formanek presented the CASp report dated June 25, 2024 and an itemized list of access barriers and solutions based on the findings in that report. Director Formanek also shared concerns with the CASp hired to provide the report and the status of the review by the Division of the State Architect (DSA).

6. ADJOURNMENT

There being no further business, the meeting was adjourned at 11:23 AM.

Maisha Olson
Trustee

Justin Formanek
Library Director



**MINUTES OF THE REGULAR MEETING OF THE
BLANCHARD /SANTA PAULA LIBRARY DISTRICT BOARD OF TRUSTEES
TUESDAY, July 23, 2024 – 6:00 PM.**

1. CALL TO ORDER

The Meeting was called to order at 6:00 PM by Board President Geraldine Barrows.

2. ROLL CALL

Trustees Geraldine Barrows, Ron Merson, Maisha Cole Olson, and Rick Reyes were in attendance, a quorum established. Library Director Justin Formanek was present. Miriam Zamora was absent.

3. APPROVAL OF THE ORDER OF THE AGENDA

Trustee Merson made a motion to approve the order of the agenda with an amendment to delete item 8B and Trustee Olson seconded the motion.

The motion passed unanimously.

Trustee Miriam Zamora arrived at 6:05 pm.

4. PUBLIC COMMENT

Linda Wilkinson representing the Friends of the Library presented recommendations for the FOL Bookstore in the Community Building, for changes to the floor plan of the Community Building, and possible changes to the area behind the new building including the loading dock area.

5. CONSENT AGENDA

Trustee Merson made a motion to approve the items on the Consent Agenda and Trustee Olson seconded the motion.

The motion passed unanimously.

6. BOARD/ADMINISTRATION COMMENTS, CONCERNS, HANDOUTS

Director Formanek noted that the Book Drop Box and two catalog kiosks will be here soon.

Trustee Barrows provided an update regarding Herbert the Bear and his refurbishment.

7. OLD BUSINESS

A. Status of Building Forward Project

The plans and permitting have been approved. Bid proposals for the HVAC/ROOF have been sent to legal counsel for review. The bid process was reviewed by Director Formanek.

B. Community Hall Update – Reviewed the document submitted by the FOL. A Facilities Committee meeting will be scheduled and Director Formanek, the architect and a FOL Representative will be invited.

C. Trustee Olson made a motion to approve the proposal by Moss, Levy, and Hartzheim and grant Library Director Formanek the authority to engage Moss, Levy, and Hartzheim for the financial audits for Fiscal years 2023-24, 2024-25, and 2025-26. Trustee Merson seconded the motion.

The motion passed unanimously.

D. Trustee Reyes made a motion to approve the FY 2024-25 and Trustee Olson seconded the motion.

The motion passed unanimously.

E. Library Mascot – No update.

Trustee Reyes left the meeting at 7:30 pm.

8. NEW BUSINESS

A. Trustee Zamora made a motion to approve Resolution 2024-2025:02 to requesting a contrafund advance of \$228,000 for the 2024-25 fiscal year. Trustee Olson seconded the motion.

The motion passed unanimously.

B. The Gann Limit process was explained by Director Formanek. The Director is working on calculating the correct spending limit for the Library District and will provide more information at a future meeting.

C. Trustee Merson made a motion to approve a Facility/Room Use Policy as presented with modifications. Trustee Olson seconded the motion.

Note: The policy will be reviewed later to determine if changes are needed.

The motion passed unanimously.

D. Trustee Merson made a motion to approve payment of the annual Unfunded Accrued Pension Liability as a lump sum payment in the amount of \$58,186.00 with funds from the Blake Account to be repaid in installments equal to the amount of the monthly payment schedule of \$5,011. Trustee Olson seconded the motion.

The motion passed unanimously.

9. REPORTS

A. The Board reviewed the department reports for April 2024.

B. Mr. Formanek shared his activities for the month.

C. Strategic Planning Committee: Trustee Reyes is working on the first draft.

10. FUTURE AGENDA ITEMS

None noted.

11. UPCOMING MEETING DATES

The next Regular Meeting is Tuesday, August 27, 2024, at 6:00 PM.

12. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:17 PM.

Ron Merson
Clerk

Justin Formanek
Library Director

Blanchard Community Library

Statement of Financial Position

As of July 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1010.10 B of A - General Operating Fund	173,367.97
1010.20 County Accounts	636,342.28
1010.40 Santa Paula City	250,245.94
1015.10 Petty Cash - General	400.00
1020 B of A - Book Trust Account	25,205.85
B of A - Blake Memorial Fund	4,748.96
B of A - Building Fund	228,983.42
B of A - Payroll	126.96
Literacy	
1010.30 B of A - Literacy Checking	71,109.11
1014.30 B of A - Literacy CD	5,408.02
Total Literacy	76,517.13
Raymond James Investment Trust	421,382.30
Total Bank Accounts	\$1,817,320.81
Accounts Receivable	
1200 Accounts Receivable	0.00
Total Accounts Receivable	\$0.00
Other Current Assets	
1063.10 Prepaid Expenses	97,686.46
1499.10 Undeposited Funds	0.00
Payroll Refunds	0.00
Total Other Current Assets	\$97,686.46
Total Current Assets	\$1,915,007.27
Fixed Assets	
1070.10 Construction In Process	685,850.96
1401.1 Land	69,309.00
1402.10 Building	474,710.00
1485.10 Furniture & Fixtures	299,067.60
1490.10 Equipment	323,629.88
1495.10 Improvements	774,612.37
Restroom Remodel	94,795.24
Total 1495.10 Improvements	869,407.61
15000 Equipmentn	0.00
Accumulated Depreciation (F/A)	-1,550,140.00
Total Fixed Assets	\$1,171,835.05
TOTAL ASSETS	\$3,086,842.32

Blanchard Community Library

Statement of Financial Position

As of July 31, 2024

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000.10 Accts Payable - General	18,999.77
Total Accounts Payable	\$18,999.77
Credit Cards	
Bank of America Platinum Plus	-3,156.69
1138 - Literacy Center MF	15.99
1163 - Adult Services BG	2,710.24
1504 - Director JF	9,959.75
1711- Youth & Children's Services OE	991.81
Total Bank of America Platinum Plus	10,521.10
Total Credit Cards	\$10,521.10
Other Current Liabilities	
2100.10 Payroll Liabilities	0.00
CA PIT / SDI	0.00
CA SUI / ETT	50.89
CALPERS	0.00
CALPERS Classic retirement	0.00
Federal Taxes (941/943/944)	0.00
FIRST - Retirement	449.90
FIRST Retirement	0.00
Kaiser CA health insurance - Region 2	0.00
Kaiser CA- Region 2 Health Insurance	0.00
PEDPRA - Retirement	1,546.29
PEPRA - Retirement	0.00
PERS Gold Health Insurance - Region 2	0.00
Total 2100.10 Payroll Liabilities	2,047.08
2510 Due to Friends of the Library	0.00
2572.10 Compensated Absences	0.00
Deferred Revenue	0.00
Direct Deposit Payable	0.00
Total Other Current Liabilities	\$2,047.08
Total Current Liabilities	\$31,567.95
Total Liabilities	\$31,567.95
Equity	
3000.10 Opening Bal Equity	0.00
31300 Perm. Restricted Net Assets	340,845.14
3704.10 Investment Gen. Fixed Asset	755,308.22

Blanchard Community Library

Statement of Financial Position

As of July 31, 2024

	TOTAL
3800 Lunch at the Library	3,814.71
3850 Tierra Sana	11,027.12
3901.10 Fund Balance - General	1,994,740.41
Fund Bal Offset - Comp. Absence	0.00
Net Revenue	-50,461.23
Total Equity	\$3,055,274.37
TOTAL LIABILITIES AND EQUITY	\$3,086,842.32

Blanchard Community Library

Budget vs. Actuals: Budget_FY25_P&L - FY25 P&L Classes

July 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Revenue				
4000 Property Taxes				
4100 Secured				
4101 Current Secured P/T		516,588.00	-516,588.00	
4102 Prior Year Secured P/T		15.00	-15.00	
Total 4100 Secured		516,603.00	-516,603.00	
4200 Unsecured				
4201 Current Unsecured P/T		4,129.00	-4,129.00	
4202 Prior Year Unsecured P/T		898.00	-898.00	
Total 4200 Unsecured		5,027.00	-5,027.00	
4300 Penalties/Delinquent Taxes	375.43	410.00	-34.57	91.57 %
4400 Property Tax Interest Earnings		21,191.00	-21,191.00	
4501 HOPTR		2,583.00	-2,583.00	
Redevelopment Property Tax				
4502 Passthrough Property Taxes		167,728.00	-167,728.00	
Total Redevelopment Property Tax		167,728.00	-167,728.00	
Special Dist. Assessments	8,318.50	354,091.00	-345,772.50	2.35 %
Supplemental				
4103 Current Supplemental P/T	4,518.32	5,032.00	-513.68	89.79 %
4104 Prior Year Supplemental	576.95	728.00	-151.05	79.25 %
Total Supplemental	5,095.27	5,760.00	-664.73	88.46 %
Total 4000 Property Taxes	13,789.20	1,073,393.00	-1,059,603.80	1.28 %
4600 Donations				
4602 Endowment Fund		18,000.00	-18,000.00	
4603 Other Donations	1,000.00	15,000.00	-14,000.00	6.67 %
Total 4600 Donations	1,000.00	33,000.00	-32,000.00	3.03 %
4700 Grants				
4705 Other Grants		22,466.00	-22,466.00	
California State Library Grants				
4701 CLLS Adult Literacy		29,172.00	-29,172.00	
4702 CLLS Family Literacy		19,447.00	-19,447.00	
4703 CLLS ESL	28,150.00	28,150.00	0.00	100.00 %
Total California State Library Grants	28,150.00	76,769.00	-48,619.00	36.67 %
Total 4700 Grants	28,150.00	99,235.00	-71,085.00	28.37 %
4800 Library Services				
4802 Fines	435.20	200.00	235.20	217.60 %
4804 Printing & Copying		1,500.00	-1,500.00	
General		0.00	0.00	
Total 4800 Library Services	435.20	1,700.00	-1,264.80	25.60 %
4900 Miscellaneous Income	21.25		21.25	
Total Revenue	\$43,395.65	\$1,207,328.00	\$ -1,163,932.35	3.59 %

Blanchard Community Library

Budget vs. Actuals: Budget_FY25_P&L - FY25 P&L Classes

July 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
GROSS PROFIT	\$43,395.65	\$1,207,328.00	\$ -1,163,932.35	3.59 %
Expenditures				
Administration				
Advertising	586.90	8,040.00	-7,453.10	7.30 %
Bank Charges	144.27	3,000.00	-2,855.73	4.81 %
Insurance	4,160.67	52,192.00	-48,031.33	7.97 %
Office Expenses				
Computer Network	59.57		59.57	
Office Expense	184.17	7,080.00	-6,895.83	2.60 %
Postage		1,000.00	-1,000.00	
Printing		5,100.00	-5,100.00	
Total Office Expenses	243.74	13,180.00	-12,936.26	1.85 %
Professional Services				
Accounting Fees	2,250.00	16,500.00	-14,250.00	13.64 %
Audit Services		15,000.00	-15,000.00	
Grant Writing		1,000.00	-1,000.00	
Legal Fees		12,000.00	-12,000.00	
Total Professional Services	2,250.00	44,500.00	-42,250.00	5.06 %
Staff Development & Recognition				
Strategic Planning		3,000.00	-3,000.00	
Telephone Expense	327.33	4,080.00	-3,752.67	8.02 %
Total Administration	7,712.91	133,032.00	-125,319.09	5.80 %
Facilities				
Furniture, Fixtures & Equipment	2,825.73	15,000.00	-12,174.27	18.84 %
Janitorial Services & Supplies	1,225.00	18,000.00	-16,775.00	6.81 %
Repairs & Maintenance				
Building Maintenance	267.00	15,000.00	-14,733.00	1.78 %
Grounds Maintenance	485.55	11,520.00	-11,034.45	4.21 %
Total Repairs & Maintenance	752.55	26,520.00	-25,767.45	2.84 %
Security	224.70	4,500.00	-4,275.30	4.99 %
Utilities				
Electricity	2,777.39		2,777.39	
Gas	20.36		20.36	
Trash	305.91		305.91	
Water and Sewer	572.09		572.09	
Total Utilities	3,675.75	45,000.00	-41,324.25	8.17 %
Total Facilities	8,703.73	109,020.00	-100,316.27	7.98 %
Payroll Expenses				
Taxes		0.00	0.00	
Wages		0.00	0.00	
Total Payroll Expenses		0.00	0.00	
Salaries & Employee Benefits				

Blanchard Community Library

Budget vs. Actuals: Budget_FY25_P&L - FY25 P&L Classes

July 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Health Insurance				
Annuitant Health Insurance	2,229.28	22,560.00	-20,330.72	9.88 %
PERS Group Health Insurance	2,087.36	33,960.00	-31,872.64	6.15 %
Total Health Insurance	4,316.64	56,520.00	-52,203.36	7.64 %
Insurance- Workers Comp.		3,240.00	-3,240.00	
Payroll Tax				
FICA	3,093.82	45,540.00	-42,446.18	6.79 %
SUI & ETT Taxes		3,500.00	-3,500.00	
Total Payroll Tax	3,093.82	49,040.00	-45,946.18	6.31 %
Retirement	-4,023.75		-4,023.75	
PERS Retirement	2,095.41	28,260.00	-26,164.59	7.41 %
Admin fee	200.00		200.00	
Total PERS Retirement	2,295.41	28,260.00	-25,964.59	8.12 %
Unfunded Accrued Liability	6,266.92	60,132.00	-53,865.08	10.42 %
Total Retirement	4,538.58	88,392.00	-83,853.42	5.13 %
Salaries	42,113.88	593,640.00	-551,526.12	7.09 %
Total Salaries & Employee Benefits	54,062.92	790,832.00	-736,769.08	6.84 %
Services				
Collection Development				
AV Materials	53.57	4,800.00	-4,746.43	1.12 %
Books	270.67	28,920.00	-28,649.33	0.94 %
Databases		1,420.00	-1,420.00	
eContent	5,375.00	15,354.00	-9,979.00	35.01 %
Periodicals	161.12	4,000.00	-3,838.88	4.03 %
WiFi Hot Spots	646.80	12,000.00	-11,353.20	5.39 %
Total Collection Development	6,507.16	66,494.00	-59,986.84	9.79 %
Collection Service		1,800.00	-1,800.00	
Computer Services				
Network Services/ILS	18,252.00	76,270.00	-58,018.00	23.93 %
Service/Licensing Agreements	1,951.60	15,000.00	-13,048.40	13.01 %
Total Computer Services	20,203.60	91,270.00	-71,066.40	22.14 %
Library Supplies				
Book Binding/Mending		1,200.00	-1,200.00	
Total Library Supplies		1,200.00	-1,200.00	
Memberships & Dues	1,485.00	5,040.00	-3,555.00	29.46 %
Programs	1,752.49	35,640.00	-33,887.51	4.92 %
Travel and Meetings		3,000.00	-3,000.00	
Total Services	29,948.25	204,444.00	-174,495.75	14.65 %
Total Expenditures	\$100,427.81	\$1,237,328.00	\$ -1,136,900.19	8.12 %
NET OPERATING REVENUE	\$ -57,032.16	\$ -30,000.00	\$ -27,032.16	190.11 %
Other Revenue				

Blanchard Community Library

Budget vs. Actuals: Budget_FY25_P&L - FY25 P&L Classes

July 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
4905 Interest income	8,822.21	30,000.00	-21,177.79	29.41 %
Unrealized Gain/Loss in Investment Account	-1,470.29		-1,470.29	
Total Other Revenue	\$7,351.92	\$30,000.00	\$ -22,648.08	24.51 %
NET OTHER REVENUE	\$7,351.92	\$30,000.00	\$ -22,648.08	24.51 %
NET REVENUE	\$ -49,680.24	\$0.00	\$ -49,680.24	0.00%

Blanchard Community Library

Check Detail

July 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
1010.10 B of A - General Operating Fund						
07/01/2024	Bill Payment (Check)		Amazon Capital Services		R	-4,433.83 -4,433.83
07/01/2024	Bill Payment (Check)		Anna Cummins		R	-231.37 -231.37
07/01/2024	Bill Payment (Check)		Black Gold Cooperative Library System		R	-4,800.91 -4,800.91
07/01/2024	Bill Payment (Check)		Proforma		R	-132.61 -132.61
07/01/2024	Bill Payment (Check)		Midwest Tape		R	-523.36 -523.36
07/01/2024	Bill Payment (Check)		Santa Paula Times		R	-46.00 -46.00
07/01/2024	Bill Payment (Check)		Special District Risk Management Authority		R	-53,053.16 -53,053.16
07/01/2024	Bill Payment (Check)		Canon Financial Services, Inc.		R	-467.37 -467.37
07/01/2024	Bill Payment (Check)		Scholastic Inc		R	-1,000.47 -1,000.47
07/15/2024	Bill Payment (Check)		Bibliotheca		R	-5,460.41 -5,460.41
07/17/2024	Bill Payment (Check)		Amazon Capital Services		R	-391.39 -391.39
07/17/2024	Bill Payment (Check)		Black Gold Cooperative Library System		R	-23,767.00 -23,767.00
07/17/2024	Bill Payment (Check)		LAFCO		R	-710.00 -710.00
07/17/2024	Bill Payment (Check)		Western Exterminator Company		R	-135.55 -135.55
07/17/2024	Bill Payment (Check)		City Wide Facility Solutions		R	-1,225.00 -1,225.00
07/17/2024	Bill Payment (Check)		Unique Management Services, Inc.		R	-59.10 -59.10
07/17/2024	Bill Payment (Check)		Springshare LLC		R	-1,137.00 -1,137.00
07/17/2024	Bill Payment (Check)		Landscape Valley		R	-350.00 -350.00
07/17/2024	Bill Payment (Check)		Walters Accountancy Corporation		R	-1,250.00

Blanchard Community Library

Check Detail

July 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
						-1,250.00
07/18/2024	Bill Payment (Check)		Scholastic Inc		R	-216.84 -216.84
07/18/2024	Bill Payment (Check)		Scholastic Inc		R	-432.01 -432.01
07/22/2024	Bill Payment (Check)	11869	Brenda Goldy		R	-181.81 -181.81
07/22/2024	Bill Payment (Check)	11870	David Atkin Construction Inc.		R	-5,414.70 -5,414.70
07/22/2024	Bill Payment (Check)	11871	Friends Of Blanchard Community Library			-200.00 -200.00
07/22/2024	Bill Payment (Check)	11872	Justin D Formanek			-424.87 -424.87
07/24/2024	Bill Payment (Check)		Boyd & Associates		R	-224.70 -224.70
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B of A - Building Fund						
07/19/2024	Bill Payment (Check)		Swell Services, Inc.		R	-55,465.40 -55,465.40
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**LIBRARY BOARD OF TRUSTEES
AGENDA ITEM 7A**

REPORT: Status of Capital Improvement Projects
PREPARED BY: Justin Formanek

MEETING DATE: August 27, 2024
LOCATION: Blanchard Library

SUMMARY

Staff will provide progress updates related to the ongoing capital improvement projects.

- 1. Building Forward Library Facilities Improvement Program**
- 2. Community Hall Project**

	MOVED	SECOND	YES	NO	ABSTAIN	ABSENT
Barrows						
Merson						
Olson						
Reyes						
Zamora						

BLANCHARD / SANTA PAULA LIBRARY DISTRICT

119 N. 8TH STREET, SANTA PAULA, CA 93060 • (805) 525-3615 • WWW.BLANCHARDLIBRARY.ORG



**LIBRARY BOARD OF TRUSTEES
AGENDA ITEM 8A**

REPORT: Amended JPA Agreement and Bylaws
PREPARED BY: Justin Formanek

MEETING DATE: August 27, 2024
LOCATION: Blanchard Library

SUMMARY

Over the past year, Black Gold Cooperative Library System member agencies and their attorneys have been working on amendments to the existing joint powers agreement (JPA) and bylaws necessary to bring our system into compliance with changes in various laws.

The attached documents are the amended versions agreed upon by the legal representatives of all member jurisdictions, and now require execution by an authorized officer of our Board of Trustees.

RECOMMENDATION

Staff recommends that the Board approve and execute the amended JPA and bylaws for the Black Gold Cooperative Library System.

Attachments

- 8A1 08.09.24 JPA.pdf
- 8A2 08.09.2024 Bylaws.pdf

	MOVED	SECOND	YES	NO	ABSTAIN	ABSENT
Barrows						
Merson						
Olson						
Reyes						
Zamora						

**THE AMENDED AND RESTATED JOINT POWERS AGREEMENT
OF THE BLACK GOLD COOPERATIVE LIBRARY SYSTEM**

THIS JOINT POWERS AGREEMENT is made and entered into this _____ day of 2024 by and between each of the undersigned public entities which are Cities and Special District organized and existing under the Constitution and laws of the State of California as a Member of the Black Gold Cooperative Library System (hereinafter collectively referred to as “Members” and individually as “Member”) that are parties signatory to this Agreement. Said Members are sometimes referred to herein as “parties.”

RECITALS

WHEREAS, the Members, or some of them, previously entered into a Joint Powers Agreement effective July 1, 1975 to form, and thereby formed, the Black Gold Cooperative Library System, as a separate joint powers agency, which 1975 Agreement was superseded by an amended Joint Powers Agency Agreement dated October 1, 1984 (hereinafter, "the 1984 Agreement"); and

WHEREAS, due to amendments to applicable laws found in the California Library Services Act (Education Code section 18700 et seq.) and the Joint Exercise of Powers Act (Government Code section 6500 et seq.) as well as other changes the Members deem it advisable to amend and restate the 1984 Agreement.

NOW THEREFORE, for and in consideration of all the above-referenced recitals and mutual benefits, covenants, provisions and promises contained herein, The Members hereto agree as follows:

1. NAME AND POWERS

- A. Pursuant to Government Code section 6507 the Members hereby create a separate public entity to administer this Agreement. The official name of the entity shall be the Black Gold Cooperative Library System, also referred to herein as “the Agency.”

The Agency shall have all the powers granted to such library systems under the Government and Education Codes of the State of California and such other powers as may be necessary to accomplish the purpose of this Agreement, including, without limitation, to make and enter contracts, to employ agents or employees, to contract for legal services, to acquire, hold or dispose of property, obtain insurance and to sue or be sued in its own name and any other power provided by Government Code section 6508 and as amended. Pursuant to Government Code section 6509 the exercising of these powers by the Agency is subject to the same restrictions on exercising such powers governing the Blanchard/Santa Paula Library District. In the event of the withdrawal of the Blanchard/Santa Paula Library District (“District”) from the System, or in the event the District’s enabling legislation is significantly altered, the Council, as defined in section 3, may and if legally necessary shall select another Member of the System in lieu of said District, provided that two-thirds of the remaining

Members of the System have consented thereto. Such consent shall be presumed if a Member has failed to object within thirty days of its receipt of written notice of the Council's proposed designation.

- B. The execution of this Amended and Restated Joint Powers Agreement ("this Agreement") amends and restates the 1984 Agreement, in the particulars set forth herein. Provided, however, the policies, rules, regulations, and decisions of the Council duly adopted prior to the formation of this Agreement, and which are not in conflict with a provision hereof shall remain in effect until modified or revoked by the Council formed hereunder.

2. PURPOSE

- A. The purpose of this Agreement is to provide for the exercise of the common power of each of the Members hereto to provide library services, through an existing and separate public agency known as Black Gold Cooperative Library System which shall be responsible for administering this Agreement. This common power shall be exercised in a manner consistent with and in furtherance of the objectives of the California Library Services Act (Education Code section 18700 *et seq.*), hereinafter referred to as "Library Services Act", and in such a manner that the entity created hereby shall be eligible for any grant funds that may be payable pursuant to said Act and such other laws of a similar nature, both state and federal, that now exist or that may from time to time be enacted. This Agreement shall be construed in a manner consistent with these objectives. The foregoing, however, shall not be deemed to limit the extent of the powers conferred on the public entity created hereby. This Agency shall possess all the powers, prerogatives, and authority necessary to plan, operate, and administer a cooperative library system, and those powers necessary to establish, improve and extend library services, held by its members, and those powers designated in Government Code section 6508, and as more specifically set forth herein.
- B. It is further intended by the Members hereto that a purpose of their entering into this Agreement is to enjoy the joint sharing of benefits and costs in any and all activities the Agency is authorized to undertake including, without limitation, system-wide activities.
- C. The Members shall have equal access to the full range of services available from the Agency and jointly make decisions regarding the implementation and management of the Agency, in accordance with the terms of this Agreement, to the maximum extent provided by law.

3. ADMINISTRATIVE COUNCIL

The Administrative Council (hereinafter, the "Council") is the governing body of the Agency. The Council shall be composed of a representative of each Member who shall be the head librarian of each Member. The powers, composition, duties, officers, activities, and procedures for conducting the business of the Council shall be established herein and in the Bylaws of the Agency, supplemented by the current version of Rosenburg's Rules of Order. All meetings of the Council shall comply with the

Brown Act (Government Code section 54950 *et seq.*). The Council shall have the power to interpret and implement this Agreement and the Bylaws and, upon majority approval of the Members at a Council meeting,., to adopt rules and regulations concerning the business of the Agency which, upon adoption, shall govern. Unless the Council designates otherwise, the Agency's fiscal year shall be July 1 to June 30 of each year. The Council shall maintain a current inventory of the property owned by the Agency and provide for an annual audit of the accounts and records of the Agency by a certified public accountant or public accountant in compliance with section 6505 of the Government Code. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to generally accepted auditing standards. Upon unanimous vote of the Council the Agency may replace the annual special audit with an audit covering a two-year period, pursuant to Government Code section 6505(f). In addition, Section 8546.7 of the Government Code will apply to any contract the Agency enters that requires expenditure of public funds in excess of ten thousand dollars.

4. BYLAWS

The Agency shall operate pursuant to the Bylaws, which are amended and restated at the same time as this Agreement, a copy of which is attached to this Agreement as Exhibit A, and which shall be deemed to be adopted by each Member upon the Member's adoption of this Agreement. This Agreement shall control in the event of any inconsistency between it and the Bylaws.

5. TREASURER/FISCAL AGENT

Government Code section 6505.5 requires designation of the treasurer of one of the contracting parties, or in lieu thereof, the county treasurer of a county in which one of the contracting parties is situated, or a certified public accountant. The System Director of the Black Gold Cooperative Library System (the "Director") is designated the Treasurer of this Agency if the Director is a certified public accountant. If the Director is not a certified public accountant, the Council shall, by majority vote of the Members, select a Treasurer who is a certified public accountant and meets the requirements of Government Code section 6505.5 or section 6505.6. The Treasurer shall have charge of, handle and have access to the funds and other property of this Agency and shall file an official bond in the amount to be determined by majority vote of the Members. There shall be strict accountability of all funds and reports of all receipts and disbursements. The Treasurer shall also perform the functions of Controller and Auditor. The Treasurer shall do all of the following:

- A. Receive and receipt for all money of this Agency and place it in the treasury so designated to the credit of this Agency.
- B. Be responsible, upon his or her official bond, for the safekeeping and disbursement of all Agency money so held by him or her.
- C. Pay, when due, out of money of the agency or entity held by him or her, all sums payable on outstanding bonds and coupons of this Agency.

- D. Pay any other sums due from the Agency from Agency money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller who has been designated by the Agreement.
- E. Verify and report in writing on the first day of July, October, January, and April of each year to the agency or entity and to the contracting parties to the Agreement the amount of money he or she holds for the agency or entity, the amount received since his or her last report, and the amount paid out since his or her last report.

Any costs of audit, including contracts with, or employment of certified public accountants or public accountants, in making an audit pursuant to applicable legal requirements shall be borne by this Agency and shall be a charge against any unencumbered funds of this Agency available for the purpose.

6. RESPONSIBILITIES OF MEMBERS

Members of the Agency agree to (a) fully participate in the Agency's programs, including in those which are required under the Library Services Act; (b) pay all monies owed to the Agency when due, including annual membership fees determined by the Council; and (c) regularly participate in the meetings and deliberations of the Council.: A Member's failure to comply with these provisions, the Bylaws, and/or the rules and regulations adopted by the Council will constitute a breach of this Agreement and shall be subject to the remedial provisions of the Agreement.

7. MANAGEMENT AND CONTROL OF INDIVIDUAL LIBRARIES' PROPERTY AND ASSETS

Except as to Member participation in Agency system-wide programs, such as the shared integrated library system which is required, nothing herein shall limit the right of Members to administer, manage, direct and control their own libraries and library resources, independently, select their own books and other library materials, hire their own personnel, and operate according to the policies and rules established by their own joint powers agreements, bylaws and their governing bodies. Except as explicitly provided herein, nothing contained herein shall operate or be interpreted as a pledge by Members of their own assets or property to the Agency.

8. RESPONSIBILITY FOR DEBTS OF AGENCY

Except as required by Government Code section 6508.1, the debts and liabilities of the Agency shall not by virtue of this Agreement become the debts and liabilities of Members other than as provided here and under section 14.

- A. If a Member withdraws from the Agency the withdrawing Member shall be liable and be responsible for, and upon demand shall promptly pay, its full and complete share of non-pension related existing and/or contingent liabilities of the Agency as of the effective date of the withdrawal. The withdrawing Member's share of such liabilities shall bear the same relationship to the whole as its most recent annual contribution for the operation of the Agency bears to the whole of all annual contributions.

- B. If a Member withdraws from the Agency, but the Agency does not dissolve or terminate its contract with CalPERS and the Agency has established a plan of periodically paying down part of its unfunded accrued pension liability (“UAPL”) debt to CalPERS, the withdrawing Member shall continue to be liable and financially responsible and will promptly pay thereafter to Agency upon being billed, its full and complete share of the Agency’s UAPL. The withdrawing Member’s share of such UAPL expense shall be determined based upon its prior years of membership and its history of contributions.
- C. The withdrawing Member shall also be liable for any additional Agency expenses as of the effective date of the withdrawal that exclusively benefit the withdrawing Member as well as 100% of any early termination fees that accrue due to the withdrawal of the Member.
- D. If the Agency dissolves, terminates, or otherwise ceases to exist or ends its contractual relationship with CalPERS (“the triggering events”), Government Code sections 6508.1 and 6508.2 will require all existing Members, and certain past Members, to each assume individual financial responsibility for its proportionate share of unfunded accrued pension liability calculated by CalPERS on a terminated basis pursuant to Government Code sections 20570-20593. By joining Agency, each Member promises and represents that upon occurrence of a triggering event: (i) it will undertake this obligation when requested by either CalPERS or the Agency; and (ii) that unless the Council determines differently, the proportionate share each Member will assume shall be based upon prior years of membership and its history of contributions.

9. COST ALLOCATION PLAN

The Council shall determine the annual contribution, which shall be paid by each participating Member for the operation of the activities and programs of the Agency. Each Member's contribution shall be according to a formula, which the Council determines to be fair and equitable. The current formula, a copy of which is Exhibit 1 to the Bylaws, shall be reviewed periodically as set forth in the Bylaws.

10. CORRECTIVE AND REMEDIAL MEASURES

Whenever a majority of the Council by resolution determines that a Member has committed a remediable breach of any material obligation set forth in this Agreement, the Bylaws, or in rules and regulations adopted by the Council, the Council may give the Member written notice to that effect with reasonable specificity. The Member shall use its best efforts to promptly remedy the breach and shall inform the Council of such efforts. When a breach is not remedied within thirty (30) calendar days after notice to the Member, the Council may seek relief under Section 12.

11. APPLICABLE LAW

This Agreement shall be governed by, subject to, and construed according to the laws of the State of California.

12. DISPUTE RESOLUTION PROCEDURE

If any Member considers that any act or decision by the Agency is unfair and injurious to

it, or if the Council determines that a Member's material breach has not been remedied, the process for resolving disputes will be mediation, to be initiated by sending a written Notice of Mediation to all affected parties, then, if necessary because mediation has failed, binding arbitration pursuant to Code of Civil Procedure section 1280 *et seq.*, with each side to bear its own attorney's fees but with the non-prevailing Member to pay the arbitrator's fees. If mediation does resolve the dispute, each side will share expenses for mediation equally. Joint selection of a mediator shall occur within thirty (30) calendar days of Notice of Mediation, and the Agency shall notify all Members in writing of the selection. If after said 30 days the parties have not jointly selected a mediator, then each party shall within three (3) days thereafter designate a party mediator and the party mediators so designated shall within ten (10) days thereafter jointly select a neutral mediator, who shall be in charge of the mediation. If any party fails to appoint a party mediator as described herein, the other party's selected party mediator shall become the sole mediator of the dispute. If mediation does not reach an agreed resolution within forty-five (45) days after selection of the mediator, then either party may proceed to binding arbitration of the dispute pursuant to Code of Civil Procedure section 1280 *et seq.*

13. ADMISSION OF NEW MEMBERS

Any California Public Library may join this Agency upon the application of its governing body and upon the affirmative vote of at least all but one Member of the Council, provided that the applicant's governing body has by duly adopted resolution agreed to abide by all the terms of this Joint Powers Agreement and Bylaws. The Council shall prescribe the amount of money, if any, that shall be paid by the new agency as a prerequisite to it becoming a participant.

14. MUTUAL HOLD HARMLESS AND INDEMNIFICATION

It is agreed that each Member hereto shall defend, hold harmless and indemnify the Agency and its officers, elected officials, agents and/or employees from any and all claims, damages, demands, or liability, which arise out of or result from (i) the Member's breach of the terms and conditions of this Agreement by, or (ii) the negligent acts or omissions of such Member, its officers, agents and/or employees. The duties of each Member under this paragraph shall remain in effect even after a Member withdraws from the Agency.

It is further agreed that the Agency shall defend, hold harmless and indemnify each Member, its officers, elected officials, agents and/or employees from any and all claims, damages, demands, or liability, which arise out of or result from (i) the Agency's breach of the terms and conditions of this Agreement or (ii) the negligent acts or omissions of, the Agency, its officers, agents and/or employees.

In the event of the concurrent breach or negligence of a Member, its officers and/or employees, and the Agency, its officers, elected officials, agents and/or employees, which results in any claims, damages, demands, or liability, any resulting liability shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

This mutual hold harmless and indemnity shall not apply to liability for unfunded accrued pension debt arising from current and past Agency employees.

15. AMENDMENTS

This Agreement may be amended by approval of all Members less one Member of the governing bodies of Members hereto. Agency shall file any notices, amendments, and/or other papers required by Government Code sections 6503.5, 6503.6 and/or 6503.7 within the time frame specified by statute.

16. DISSOLUTION

The Agency shall be dissolved by unanimous vote of the governing bodies of the Members hereto. Disposition of Agency of assets or debts shall be determined by the Council in accordance with Article XVIII of the Bylaws. After the completion of its purpose any surplus money or property of the Agency on hand shall be returned to the Members in proportion to the contributions that they have made in accordance with Government Code section 6511. For the purposes of this Agreement the "completion of its purpose" shall occur upon dissolution of Agency.

17. WITHDRAWALS

Any Member wishing to withdraw from this Agreement must do so effective on July 1 of the year following the giving of notice of withdrawal, provided that written notice thereof must be provided to the Council at least nine months prior to the effective date of withdrawal. Notice shall be in the form of a resolution adopted by the governing body of the Member wishing to withdraw and presented in writing to the Agency. Provided, withdrawal shall not be effective until the withdrawing Member has satisfied or has entered into a written agreement with the Agency to satisfy, any debts, including its share of the UAPL determined under Section 8, above, owed to the Agency. Upon failure to reach agreement the Member and the Agency shall jointly engage a mediator to facilitate reaching agreement. If, following a reasonable effort to mediate to a resolution no agreement has been reached, the Member shall either terminate its effort to withdraw or initiate binding arbitration of the dispute pursuant to Code of Civil Procedure section 1280 et seq., with the non-prevailing party responsible for the Arbitrator's fee but otherwise with each side bearing its own costs and attorney's fees. A withdrawing Member shall not be entitled to any refund of its contributions nor to any share of Agency assets. The withdrawing Member is liable for all contributions approved by the current budget including any contract renewals that are a part of the budget. The withdrawing Member may be excluded from any new contracts after the withdrawal announcement. If the Council Chair position is held by a withdrawing Member, that Member's representative shall, without need of further action, cease to be Chair. A withdrawing Member may not sit in closed session meetings of the Agency, nor shall it vote in Council meetings following giving notice to withdraw.

18. TERM

This Agreement shall continue perpetually until modified by the mutual written consent of all Members. Within thirty (30) days of the effective date hereof, the Agency shall file any notices, amendments and/or other papers required by Government Code section 6503.5, 6503.6 and/or 6503.7.

19. AGREEMENT COMPLETE

The foregoing constitutes the full and complete Agreement of the parties hereto regarding all matters described herein. There are no oral understandings or agreements or promises not set-forth in writing herein.

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

IN Witness Hereof, the parties have executed this Amended and Restated Joint Powers Agreement by the authorized officers thereof on the dates indicated below.

Dated: _____

City of Goleta

By: _____

Authorized Officer

Dated: _____

City of Santa Maria

By: _____

Authorized Officer

Dated: _____

Blanchard/Santa Paula Library District

By: _____

Authorized Officer

Dated: _____

City of Carpinteria

By: _____

Authorized Officer

Dated: _____

City of Lompoc

By: _____

Authorized Officer

Dated: _____

City of El Paso de Robles

By: _____

Authorized Officer

BLACK GOLD COOPERATIVE LIBRARY SYSTEM

AMENDED BYLAWS

- o Reviewed and Adopted - August 26, 1988
- o Reviewed and Adopted - July 28, 1989
- o Revised - December 15, 1989
- o Revised - July 26, 1991
- o Reviewed and Adopted - October 23, 1992
- o Revised - April 24, 1998
- o Revised and Adopted - August 26, 2005
- o Revised and Adopted - February 22, 2008
- o Reviewed - July 25, 2008
- o Revised and Adopted - August 27, 2010
- o Revised and Adopted - August 23, 2013
- o Revised and Adopted - September 26, 2013
- o Revised and Adopted - December 6, 2013
- o Revised and Adopted - January 24, 2014
- o Revised and Adopted - June 6, 2014
- o Revised and Adopted - September 26, 2014
- o Revised and Adopted - June 5, 2015
- o Revised and Adopted - June 1, 2018
- o Revised and Adopted - October 10, 2018
- o Revised and Adopted - _____2024.

AMENDED BYLAWS

OF THE BLACK GOLD COOPERATIVE LIBRARY SYSTEM

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AMENDED BYLAWS

OF THE

BLACK GOLD COOPERATIVE LIBRARY SYSTEM

PREAMBLE

These several independent public libraries, having formed the Black Gold Cooperative Library System under terms of the California Library Services Act and the Amended Joint Powers Agreement entered into by public libraries (hereinafter, “the System”), do hereby adopt the following Bylaws for governing the structure, operation and management of the System pursuant to the Joint Powers Agreement.

ARTICLE I

NAME

The name of this entity shall be the “Black Gold Cooperative Library System”, also referred to herein as “the System.”

ARTICLE II

OBJECTIVES

The objectives of the System shall be to implement and achieve the purposes of the Joint Powers Agreement, as well as the Plan of Service filed with the State Librarian, in a manner consistent with the provisions of the California Government Code, sections 6500-6579 (Joint Exercise of Powers) and Education Code sections 18700-18767 (Library Services Act). A further objective is to engage in other agreed upon programs that extend and enhance the resource sharing capabilities of the individual libraries in the System.

ARTICLE III

MEMBERSHIP

The membership of the System shall be limited to those libraries that are officially accepted and recognized as members by the California Library Service Board, having met the requirements set forth in the California Education Code, Sections 18700-18766 (California Library Services Act), and the California Administrative Code (Chapter 2, Public Library Services). Additionally, new members shall also satisfy Section 13 of the Amended Joint Powers Agreement.

ARTICLE IV SYSTEM ADMINISTRATIVE COUNCIL

Section 1.

The System shall be governed by an Administrative Council (“Council”) composed of one voting representative from each Member jurisdiction, who shall be the head librarian of that Member.

Section 2.

Each Member shall have one vote on any matter before the Council, except that a Member which provides a notice of withdrawal from the System shall have no voting rights following notice of withdrawal and shall not participate in closed sessions of the Council. In case of unavoidable absence from a meeting, a voting representative may designate an alternate to attend the meeting who shall then have the voting power for that Member.

Section 3.

The Council shall serve and govern the System as defined in Article 5, Section 18747, Paragraph (a), of the California Library Services Act.

Section 4.

The Council shall have all powers necessary to determine the short- and long-range objectives and policies of the System and to implement the Plan of Service agreed upon and the further objectives of the System, consistent with the Joint Powers Agreement. The Council’s powers shall include the power to employ a System Director, to adopt resolutions, rules and regulations governing System business, and to take any other actions incidental to carrying out the objectives of the System and provisions of the Amended Joint Powers Agreement.

ARTICLE V OFFICERS AND DUTIES

Section 1.

OFFICERS

(a) The officers shall be a Chairperson and a Vice-Chairperson. The Chairperson of the Council is established according to a rotation schedule which automatically moves the Chairpersonship northward geographically throughout the System. The Vice-Chairperson is established according to the same rotation schedule and is designated as the next person on the list. The rotation schedule is as follows:

- a. Santa Paula
- b. Carpinteria
- c. Goleta
- d. Lompoc
- e. Santa Maria
- f. Paso Robles

- (b) The System Director (“Director”) shall be a System employee, who shall also be the Secretary of the Council.
The System officers shall perform all duties prescribed by these Bylaws, the Amended Joint Powers Agreement and by the parliamentary authority adopted by the System.

Section 2.

DUTIES

- a) The Chairperson shall preside over all meetings of the Council. The Chairperson shall appoint members to committees authorized by the Council. Vice-Chairperson shall serve as Chairperson in the absence of the Chairperson.
- b) The Director, in her/his capacity as Secretary, shall be responsible for the minutes of meetings, reports and correspondence. The minutes of each meeting shall be formally approved at the next Council meeting. Once approved the minutes shall be the official record of actions taken at such meeting.

Section 3.

The Treasurer of the System, shall keep proper financial records, make, and account for all receipts and disbursements as approved by the Council, make financial reports and perform all other duties set forth in the Bylaws and as required in the implementation of the California Library Services Act of the State of California and the Joint Powers Agreement. The Treasurer shall comply with Government Code section 6505.5.

Section 4.

The Chairperson and Vice-Chairperson of the System shall assume office at the first meeting of each fiscal year and shall serve for one (1) fiscal year.

Section 5.

If the office of Chairperson becomes vacant, the Vice-Chairperson shall serve for the unexpired term. If the office of Vice-Chairperson becomes vacant, the office shall be rotated according to the schedule set out in Section 1 of this Article.

ARTICLE VI MEETINGS AND QUORUM

Section 1.

The Council shall meet no fewer than six (6) times throughout the fiscal year. The Executive Committee of the Council shall meet on an ad hoc basis.

Section 2.

The Council may also meet upon call of the Chairperson or upon petition of a majority of the members.

Section 3.

A majority of the members of the Council shall constitute a quorum.

Section 4.

Notice and agenda of each meeting of the Council shall be in writing and transmitted at least five (5) calendar days prior to each meeting. The Notice, Agenda and all actions taken at the meeting shall comply with the Brown Act.

Section 5.

The affirmative vote of the majority of the voting members present, providing a quorum exists, shall be sufficient for all action taken, with three exceptions:

1. For approval of the budget there must be an affirmative vote of a majority of the entire Council.
2. For amendment of the Bylaws there must be approval of all Members less one Member of the governing bodies of Members.
3. For addition of a new Member to the System and Amended Joint Powers Agreement, there must be an affirmative vote of at least all but one Member of the Council.

ARTICLE VII COMMITTEES

Section 1.

The Council shall establish the Executive Committee with the following objectives and responsibilities.

- Executive Committee: The Executive Committee will provide guidance, direction, and oversight to the Director in matters related to Human Resources, Finance, and other policy matters.
 - The Executive Committee will provide the Director with performance feedback and establish goal-setting process in collaboration with the Director.
 - The Executive Committee will help formulate and provide direction on financial strategies and structure, review budgets and provide input on financial and personnel policies.
- a) The Executive Committee shall be comprised of the Council Chairperson, the Vice Chairperson, and the Past Chairperson with one At-Large Member to participate if needed due to an absence.
 - b) The current Council Chairperson shall be the chair of the Executive Committee.

Section 2.

The Council shall establish the following standing member libraries' staff committee and user groups, indicating their objectives, responsibilities, and membership:

- a. Library Operations Committee
- b. Youth Services User Group
- c. Adult Services User Group
- d. Collection Development User Group
- e. Outreach and Marketing User Group

Section 3.

The Council shall authorize such ad hoc committees and task force groups as it deems necessary.

ARTICLE VIII SYSTEM STRUCTURE AND ORGANIZATION

Section 1.**HEADQUARTERS**

The official headquarters of the System shall be 580 Camino Mercado, Arroyo Grande, CA 93420, which shall be subject to change upon vote of the Council.

Section 2.**SYSTEM DIRECTOR (“DIRECTOR”)**

The Director shall be Secretary and, if also a CPA, shall be System Treasurer. The Director shall be responsible for hiring System employees, and for the planning, organizing, coordinating, reporting, and budgeting functions of System Administration. The Director shall report and be responsible to the Council. The Director shall serve as a non-voting ex officio member on all Council and member staff committees.

ARTICLE IX PARLIAMENTARY AUTHORITY

Subject to the Joint Powers Agreement, and except as otherwise provided herein and by State Law, the latest edition of Rosenberg’s Rules of Order shall govern the conduct of business at meetings of the Council and of all meetings of standing Committees of the Council.

ARTICLE X AMENDMENTS

These Bylaws may be amended at any meeting of the Council in the manner provided by Article VI.5.2. Any proposed amendment shall be submitted in writing to the Members at least thirty (30) calendar days in advance of the Council meeting at which the amendment is considered.

ARTICLE XI ADMINISTRATION OF THE SYSTEM

The System shall be administered in a fashion consistent with the Amended and Restated Joint Powers Agreement dated ____, 2024, and subject to the supervision, policies and advice of the Council. System administration shall include the following:

Itemized billings shall be submitted, and records shall be subject to review and audit as provided, in the Amended and Restated Joint Powers Agreement.

The administrative staff shall be under the supervision of the Director. All records shall be subject to review and audit as provided in the Amended and Restated Joint Powers Agreement. The administrative staff and Director shall be responsible for those duties outlined in Article VIII, Section 2, of these Bylaws.

The library operations staff shall be under the supervision of the Director. They shall coordinate a system-wide program of library operations including, but not limited to, circulation control, public catalogs, interlibrary loans online, database creation and maintenance, and other online services for use by the member libraries.

ARTICLE XII BUDGET

Prior to January 30 of each year the Council shall adopt a tentative budget for the expenditures of the System during the succeeding fiscal year and shall make the tentative budget available to local jurisdictions for budget review. After March 1, but prior to April 1 of each year, acting upon the results of the review, the Council shall adopt a preliminary budget for the expenditures of the System during the succeeding fiscal year. Prior to July 1 of each year the Council shall adopt a final budget for the expenditures of the System during the succeeding fiscal year. The final budget shall be based on the preliminary budget and the total contribution required from all member agencies shall not exceed the amount specified in the preliminary budget; provided, however, that the final budget may be augmented for monies received after its adoption. When significant funding changes take place after adoption of the final budget, an adjusted final budget shall be adopted by the Council.

ARTICLE XIII HANDLING OF FUNDS

The System shall maintain a separate interest-bearing trust account or accounts for all funds received for the System.

Standard accounting practices shall be used to account for funds received by and disbursed for the System. System account books shall be open at all times during normal business hours for inspection by any authorized representative of any Member to the System Joint Powers Agreement, as well as to the authorized representative of any official of a government agency that grants or disburses funds to the System. The System shall be operated on a fiscal year basis beginning July 1 of each calendar year and continuing through June 30 of the succeeding calendar year. A formal audit of the System shall be accomplished for each fiscal year. A qualified certified public accountant shall be selected by the Council to conduct the annual audit, unless the Members have agreed to two-year period per subsection (f) of Government Code section 6505. The selected auditor shall prepare a statement of assets and liabilities, a statement of receipts and disbursements, and such other statements and reports as may be required by the Council. All parties shall cooperate in supplying the

information necessary for the audit. A copy of the audit shall be distributed to each Member.

ARTICLE XIV PROTECTION OF PROPERTY

Any party who is entrusted with System property or System funds shall provide an official bond or a public employees' fidelity bond in an amount satisfactory to the Council, unless this requirement for such bond is waived by the Council.

The System shall carry Public Employee Dishonesty insurance coverage. Each party entrusted with System property shall be charged with the duty of its day-to-day maintenance. The decision to insure, repair or replace seriously damaged or destroyed property shall be left to the discretion of the Council, and such repair and replacement shall be at System's expense unless the Council determines otherwise.

ARTICLE XV FUNDING CONTRIBUTION FORMULA

Contributions from the member jurisdictions will be assessed by the System to support its operation, according to a formula adopted by the Council. The formula in use as of the effective date of these Bylaws is set forth in Exhibit 1 to these Bylaws, and shall remain in effect until modified by the Council. Provided, however, some System services to members may be classified as Supplemental, and a separate fee may be charged for them at a rate determined by the Council.

Upon adoption of the final budget, contributions shall be payable by members in equal installments quarterly; the first installment being due August 1 of the year for which contributions are being made. Funds shall be placed in the System's interest-bearing trust account(s) until needed for support of operations.

At least every two years the Council shall examine the contribution formula and decide what changes, if any, are needed. In addition, a review of Core and Supplemental/Fee services and associated costs should be done at the same time.

ARTICLE XVI DATA BASE, CATALOGS AND SERVICES

The System shall maintain a database containing titles possessed by all Members, who shall have access to the network of online services provided by the System subject to the rules and guidelines adopted by the Council.

Any Member library may obtain copies of the database by paying the cost of such copies. Upon approval of the Council, updates to the Black Gold database may be obtained by purchasers of the database by paying the additional cost to the System of producing copies of the updates.

**ARTICLE XVII
CREDITING BUDGET SURPLUS TO MEMBERS**

At the end of each fiscal year, if there is a budget surplus, the surplus may be credited back to members the following fiscal year, based upon an evaluation of the following criteria at a meeting of the Council, and upon approval of the Council:

1. All reserves must be fully funded.
2. If budget money is taken from Reserves for a special project and not used in full, those funds will be returned to Reserves and not be eligible for credits.
3. Credit will be given after the annual audit is complete and the surplus would be calculated from that report.
4. Funds would be split and credited equally the last two quarters of the FY according to the Article XV formula after the audit is complete.

**ARTICLE XVIII
DISTRIBUTION OF ASSETS UPON DISSOLUTION**

Upon termination of the Joint Powers Agreement, dissolution of the Agency, and after payment of all liabilities, costs, expenses and charges validly incurred by the System, all remaining net assets of the System shall be disbursed among then Member Agencies in accordance with and proportionate to their cash contributions (including payment for services received and property at market value when received) made during the term of this Agreement, pursuant to Agreement section 16 and Government Code section 6511. However, the Council may in its discretion determine a different method of allocating remaining net assets.

Approved Effective: _____, 2024.

Dated: _____

City of Goleta

By: _____
Authorized Officer

Dated: _____

City of Santa Maria

By: _____
Authorized Officer

Dated: _____

Blanchard/Santa Paula Library District

By: _____
Authorized Officer

Dated: _____

City of Carpinteria

By: _____
Authorized Officer

Dated: _____

City of Lompoc

By: _____
Authorized Officer

Dated: _____

City of El Paso de Robles

By: _____
Authorized Officer

EXHIBIT 1 TO BYLAWS

Black Gold Member Contribution Formula

Approved by the Administrative Council on October 10, 2018

Contributions from the member jurisdictions are necessary for the support and operation of the System. The cost of operating the System includes all services plus equipment, including hardware, software, maintenance, communication lines, staff and supplies. Some services may be classified as Supplemental, and a separate fee may be charged for them at a rate determined by Council. First, the budget expenditures are determined, then the funds expected from CLSA for Communication & Delivery plus any grants, LAIF interest and any other revenue stream from third parties are totaled and subtracted from the budgeted expenditures. This remaining balance will be supported by the System members through local funds.

Contribution allocations will be calculated for these local funds according to the following formula:

Base fee = 20% of the local funds to be provided by (excluding e-content purchases and subscriptions) and will be shared equally among all Members

Resource fee = Remaining shared local funds (excluding e-content purchases and subscriptions) and shall be allocated to Members based on the following formula:

25% Circulation (reported at the end of the prior fiscal year--excluding downloadable titles)

50% Population (reported by State Library for the prior year end)

25% Network Devices (excluding public internet devices)

E-Content fee = Shareable costs of e-content purchases and subscriptions and is allocated to each Member by % of total usage

Upon adoption of the final budget, contributions shall be payable in equal installments quarterly; the first installment being due August 1 of the year for which contributions are being made. Funds shall be placed in the System's interest-bearing trust account(s) until needed for support of operations.

Every two years the Council examines the contribution formula and decides what changes, if any, are needed.



**LIBRARY BOARD OF TRUSTEES
AGENDA ITEM 9A1**

REPORT: Adult Services Report

MEETING DATE: August 27, 2024

PREPARED BY: Brenda Goldy

LOCATION: Blanchard Library

July Programs & Services

Adult In-Person Book Bouquet Craft

We hosted our first in-person craft event since the remodel. Attendees used flowers to transform old books into flower bouquets. The people were excited about the event and asked about having future ones. Two people got to know each other while creating their bouquets, while a family of women spent the time relaxing and having fun together.



Program Name	Description	Audience	Attendance	Date	Start	End	Location
Poetry On Eighth	Poetry Reading	Adult	7	13-Jul	12:00 PM	2:00 PM	Classroom 1
Book Club - Flight Behavior by Barbara Kingsolver	Book Club	Adult	11	16-Jul	5:30 PM	6:30 PM	Classroom 1
Adult Craft: Book Bouquets	Craft	Adult	6	18-Jul	5:30 PM	6:30 PM	Hardison
Adult SRP Reward Party	Party	Adult	17	25-Jul	5:30 PM	6:30 PM	Hardison
iNaturalist and Native Plants	Lecture	Adult	1	27-Jul	11:00 AM	12:00 PM	Hardison

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2024 Adult Summer Reading Program

This year, 47 adults signed up for the Adult Summer Reading Program, with 13 of them completing all the badges. In total, 210 books were read during the program. Adult participants in the program enjoyed an ice cream party and received rewards for their summer reading. One of our Grand Prize Winners, Maria Vasquez, chose the \$100 Amazon gift card. Everyone received book bags with summer goodies in them. People who did not win a raffle had a chance to spin the prize wheel to win special prizes.



Collection

86 adult-oriented items were added to the collection in July 2024.

Adult Materials Added to Collection

2024-20245	FICTION	NON-FIC	LARGE PRINT	SPANISH	AUDIO	DVD	BLU-RAY
JULY	40	27	1	6	0	6	6

5 of the items with the most checkouts for the past 3 months



5 items with the highest number of hold requests



BLANCHARD COMMUNITY LIBRARY SANTA PAULA • CALIFORNIA

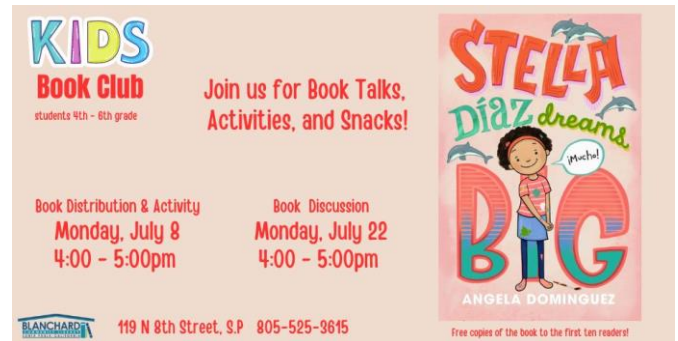
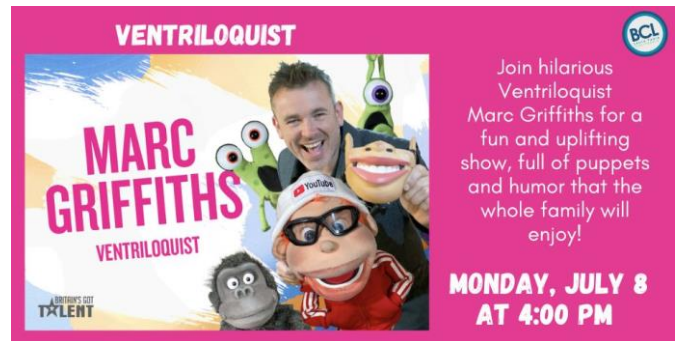
LIBRARY BOARD OF TRUSTEES AGENDA ITEM 9A2

REPORT: Youth Services Report
PREPARED BY: Olivia Escoto

MEETING DATE: July 23, 2024
LOCATION: Blanchard Library

1. Family Program 224

Tuesday, July 2	40 children	26 adults
Tuesday, July 8	49 children	32 adults
Tuesday, July 16	40 children	25 adults



2. Kids Book Club –Ways to Grow Love by Renee Watson 10

Monday, July 8	6 children
Monday, July 22	4 children

3. Storytime

292

a. Bilingual Storytime-37

July 1	8 children	5 adults
July 8	6 children	3 adults
July 15	4 children	3 adults
July 22	5 children	3 adults

b. Preschool Storytime-233

July 3	36 children	21 adults
July 10	32 children	18 adults
July 17	30 children	16 adults
July 24	28 children	15 adults
July 31	24 children	13 adults

c. Saturday Storytime-22

July 6	8 children	3 adults
July 20	6 children	5 adults



4. **Family Movie** 40
July 10 35 children 15 adults



5. **Reading with Paws** 44

July 1	4 children	3 adults
July 8	6 children	3 adults
July 15	4 children	2 adults
July 22	11 children	7 adults
July 29	2 children	2 adults

Reading with Paws

Mondays
5:00 - 6:00 pm



Find your favorite book and sit with one of our friends from Love on a Leash and SPARC Cardinals



Santa Paula High School PTSA
Proud Sponsor

6. **Teen Programming** 19

Science lab: Teen Workshop
July 25 4 teens, 12 children, 3 adults



9. Lunch at the Library

1,815

6/10	70
6/11	70
6/12	75
6/13	75
6/14	50
6/17	75
6/18	70
6/20	70
6/21	50
6/24	75
6/25	70
6/26	75
6/27	70
6/28	50

7/1	75
7/2	70
7/3	75
7/8	75
7/9	65
7/10	75
7/11	65
7/12	50
7/15	70
7/16	70
7/17	70
7/18	60
7/19	50



**FREE LUNCH FOR CHILDREN AND TEENS 18 AND UNDER.
FOR IN PERSON DINING ONLY. BEGINNING MONDAY, JUNE 10
MONDAY - FRIDAY 11:15 AM - 12:30 PM**

NO REGISTRATION REQUIRED. MEALS DISTRIBUTED ON A FIRST COME, FIRST SERVED BASIS.
JUNE 10 - JULY 20 NO MEALS SERVED ON JUNE 19 & JULY 4 & 5.

lunchatthelibrary.org
Lunch at the Library is supported in whole or in part by the U.S. Institute of Museum and Library Services, under the provisions of the Library Services and Technology Act, administered in California by the State Librarian.



10. Summer Reading Program

380

Children **324**
Teens **56** registered (37 teens logged 266 books)

2024 Children's Summer Reading Program
Monday, June 10th - Saturday, July 20th

- 1 Sign up at the library and receive a reading log
- 2 Read and log 10 minutes per day
- 3 Return to the library for amazing prizes!

BLANCHARD COMMUNITY LIBRARY
119 N 8th Street, S.P. 805-525-3615 x101
www.blanchardlibrary.org

Blanchard Community Library Summer Reading Program
Read Books Win Prizes!

ADVENTURE BEGINS AT YOUR LIBRARY.

Register at <https://blanchardlibrary.readsquared.com/>
Teens and Adults June 10 - July 20
REWARDS PARTY JULY 25! Teens at 4 PM and Adults at 5:30 PM

11. ALA Conference 6/28-7/1

A few of the sessions I attended:

YALSA 101

Fellowship of Christian Librarians annual Meeting

Get on Board! Evaluating Board Books to promote early literacy

Embedded Librarianship/Community Outreach Mindset for Small libraries

Graphic Novels Panel

Penguin Young Readers Fall Book Buzz

Protecting the right to read in Challenging Times

60 tips for Youth Services in 60 minutes

Play Imagine Experience; Transforming access to Early Childhood Literacy

Kids love Non-Fiction: lets give them what they want

15.4 million active Latino Readers: how to reach them.

Power of Children's Poetry in the classroom and the community

Macmillan Publishers Adult +YA Book Buzz

Mapping a path to success: career exploration for middle schoolers

REFORMA's Children in Crisis Project

Sing, Talk, Read

Celebrate Spanish Language Books

Elections 101: books o help young readers make sense of the political process



In between sessions I attended author talks/meet & greets and was able to bring 40 free children's books to add to our library collection!

New Books	Juv Fic	Juv Non-Fic	YA Fic	Ya Non-Fic	J DVD/Blu-Ray	Total
July	31	12	5	2	47	97
August	32	7	13	8	19	79
September	61	52	12	2	0	127
October	90	7	3	0	0	100
November	59	10	3	1	1	74
December	60	18	3	0	2	83
January	64	23	2	0	0	89
February	27	7	4	1	2	41
March	86	30	3	0	32	151
April	49	106	43	6	34	238
May	45	52	15	2	32	146
June	29	11	3	0	9	52
July	23	8	5	1	15	52

Discards	Adult Fic	Adult NF	DVD	YA	Juv Fic	Juv NF	Total
July	114	149	4	0	42	25	334
August	75	40	2	5	25	20	365
September	126	210	0	21	17	39	413
October	23	201	0	0	8	58	290
November	4	124	0	0	23	155	306
December	41	219	0	0	316	146	722
January	63	251	5	0	309	205	833
February	15	18	0	1	24	26	84
March	14	19	4	0	35	25	97
April	5	0	8	0	2	2	17
May	1	0	21	0	12	5	39
June	7	2	1	0	0	0	10
July	123	58	14	0	16	15	226

Circulation	Feb.	Mar.	Apr.	May	June	July
YA Fic	130	100	71	92	158	129
YA NF	10	15	7	14	21	7
YA Fic SP	0	2	1	1	1	1
YA NF SP	0	1	0	0	0	0
JUV Fic	1150	1268	1219	1181	1932	2100
JUV NF	378	401	491	417	593	566
JUV Fic SP	81	112	83	99	154	128
JUV NF SP	15	21	23	21	34	20
J BKCD	1	4	2	2	6	1
J DVD/BLURA	46	61	49	39	109	103
J MAGAZINE	0	4	2	0	7	10
TOTAL	1,811	1,989	1,948	1,866	3,015	3,065



LIBRARY BOARD OF TRUSTEES AGENDA ITEM 9A3

REPORT: Adult Learning Center Report

MEETING DATE: August, 27 2024

PREPARED BY: Misty Finch

LOCATION: Blanchard Library

Adult Literacy Services

Adult Literacy Tutoring:

In July, adult literacy tutors and learners dedicated 254 hours practicing reading, writing, and conversational English skills.

BEST Virtual Book Discussion with Tricia Lemmon:

Participants of our weekly *Best Virtual Book Discussion* are currently reading, *Freedom Train – The Story of Harriet Tubman* written by Dorothy Sterling

Family Literacy Services

Literacy Services hosted 2 sessions of Lecturas para toda la vida (Lifelong Readers). In this program, adult learners and families practice reading a story together in English with the help of literacy tutors and staff. After storytime, families are encouraged to participate in a literacy-focused activity. This month's themes focused on shapes and colors.



ESL Services

BEST offers two classes twice a week to support adult learners with diverse levels of English proficiency. Level One supports adults with little to no English proficiency, and Level Two is tailored for those who want to improve their existing skills. Yoko Mansfield, a certified TESOL instructor, teaches both classes.

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July 2024 Statistics

Adult Literacy Services (ALS)	ESL Services (ESL)	Family Literacy Services (FLS)
Active One-to-One Tutors: 7 Active One-to-One Learners: 8 One-to-One Tutor Hours: 56 One-to-One Learner Hours: 35 <u>Small Groups: Book Discussion</u> Volunteer Facilitator: 1 Book Discussion Adult Learners: 5 Book Discussion Learner Hours: 27	Active One-to-One Tutors: 3 Active One-to-One Learners: 6 One-to-One Tutors Hours: 68 One-to-one Learner Hours: 68 <u>ESL Classes</u> Total Adult Learners: 6 Total Adult Learner Hours: 16	<u>Lectores para toda la vida</u> Participants: 12



LIBRARY BOARD OF TRUSTEES
AGENDA ITEM 9A4

REPORT: Library Director's Report
PREPARED BY: Justin Formanek

MEETING DATE: August 27, 2024
LOCATION: Blanchard Library

LIBRARY DIRECTOR'S ACTIVITIES

- June 28 – July 1 .. Attended ALA Annual Conference in San Diego
July 10..... Monthly project check-in with SoCal Regional Energy Network
July 17..... Facilities Committee Meeting

OUR LIBRARY IN THE NEWS



Cooling Center opens at library to help beat the heat

By Peggy Kelly
Santa Paula Times

Until the end of the week, it will continue to be very hot in Santa Paula. In response, to provide cool relief to those seeking escape from the high temperatures, Blanchard Community Library will serve as a designated Cooling Center.

The library, located at 119 N. Eighth St., will offer its air-conditioned facilities during regular business hours:

Mondays, Tuesdays and Thursdays: 11 a.m. to 7 p.m.

Wednesdays: 10 a.m. to 6 p.m.

Fridays and Saturdays: 10 a.m. to 2 p.m.

In addition to enjoying a cool environment, visitors will have access to free Wi-Fi, comfortable seating, and a wide range of reading materials and resources.

"We understand the challenges that extreme heat can pose, especially for vulnerable populations such as the elderly and those without access to air conditioning," said Library Director

Mantente fresco en la biblioteca

Justin Formanek. "By opening our doors as a Cooling Center, we aim to provide a safe and welcoming space for everyone in our community."

Visitors are encouraged to stay hydrated, wear protective clothing and sunscreen, and make use of the library's amenities. Library cards are available for free to anyone with a California

Cooling Center, Page 2

Por Peggy Kelly
Santa Paula Times

Hasta fin de semana seguirá haciendo mucho calor en Santa Paula. En respuesta, para brindar un alivio fresco a quienes buscan escapar de las altas temperaturas, la biblioteca comunitaria Blanchard servirá como un centro de enfriamiento designado.

La biblioteca, ubicada en 119 N. Eighth St., ofrecerá sus instalaciones con aire acondicionado durante el horario comercial habitual:

Lunes, martes y jueves: 11 a 19 h.

Miércoles: 10 a 18 horas.

Viernes y sábados: 10 a 14 horas.

Centro de enfriamiento: Página 2

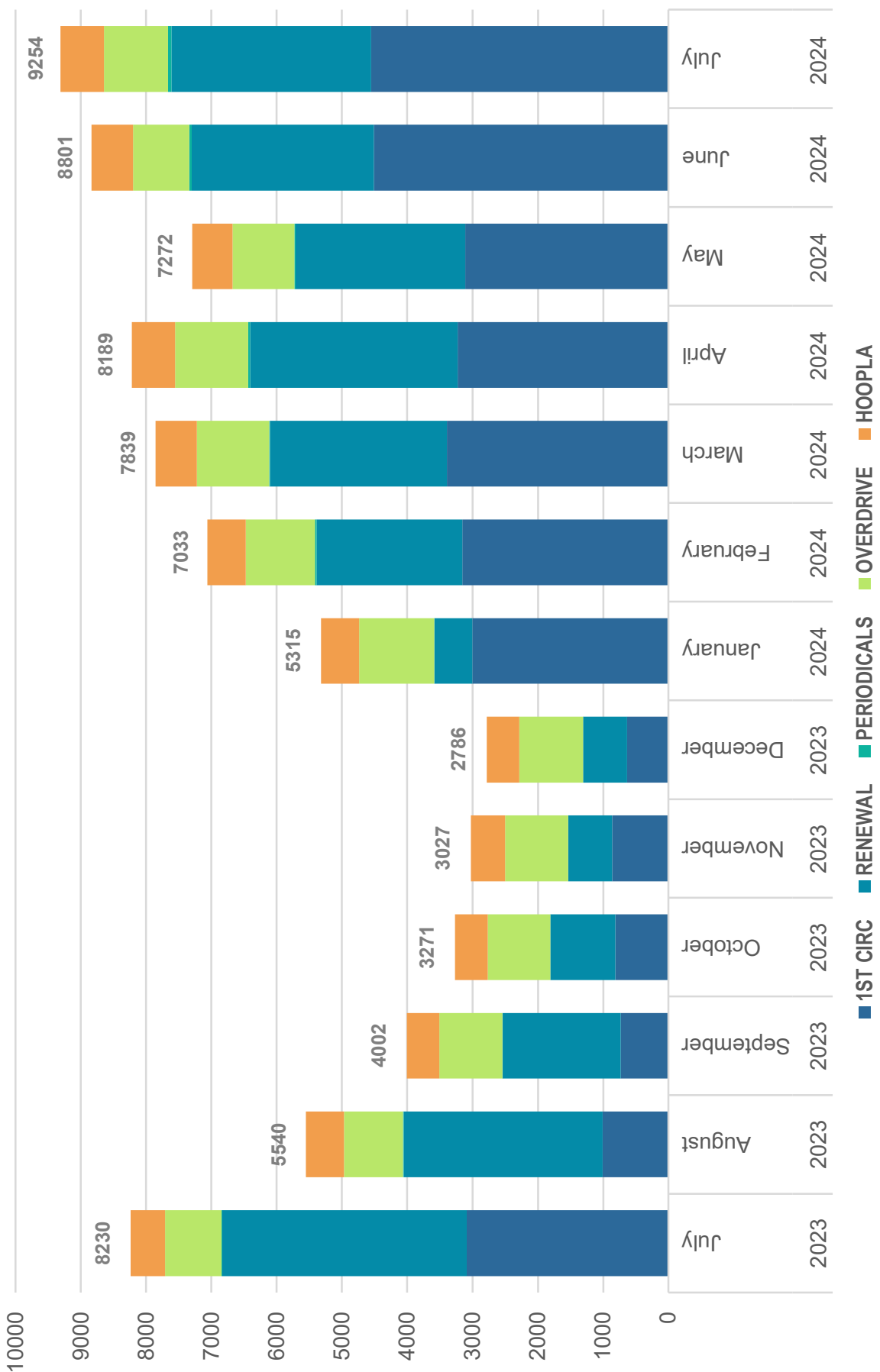
UPDATES

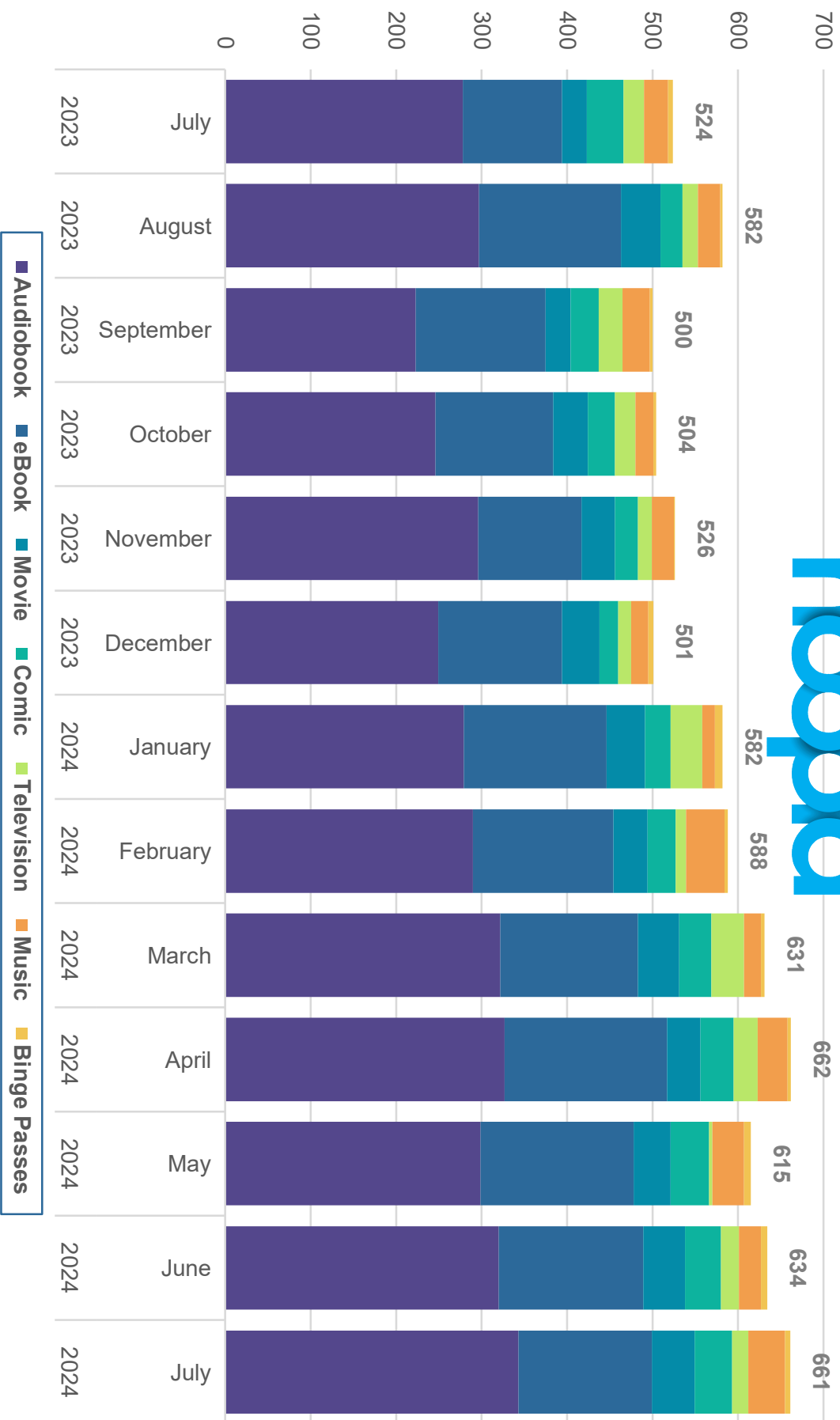
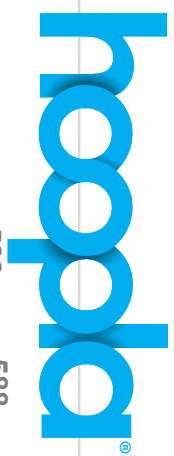
- 2024 Elections Update
• Library Furniture
• Labor Day Parade
• CASp Update
• "Ready – Or Not" Emergency Preparedness Consultation
• Extended Hours
• Attachments — Library Statistics for July 2024

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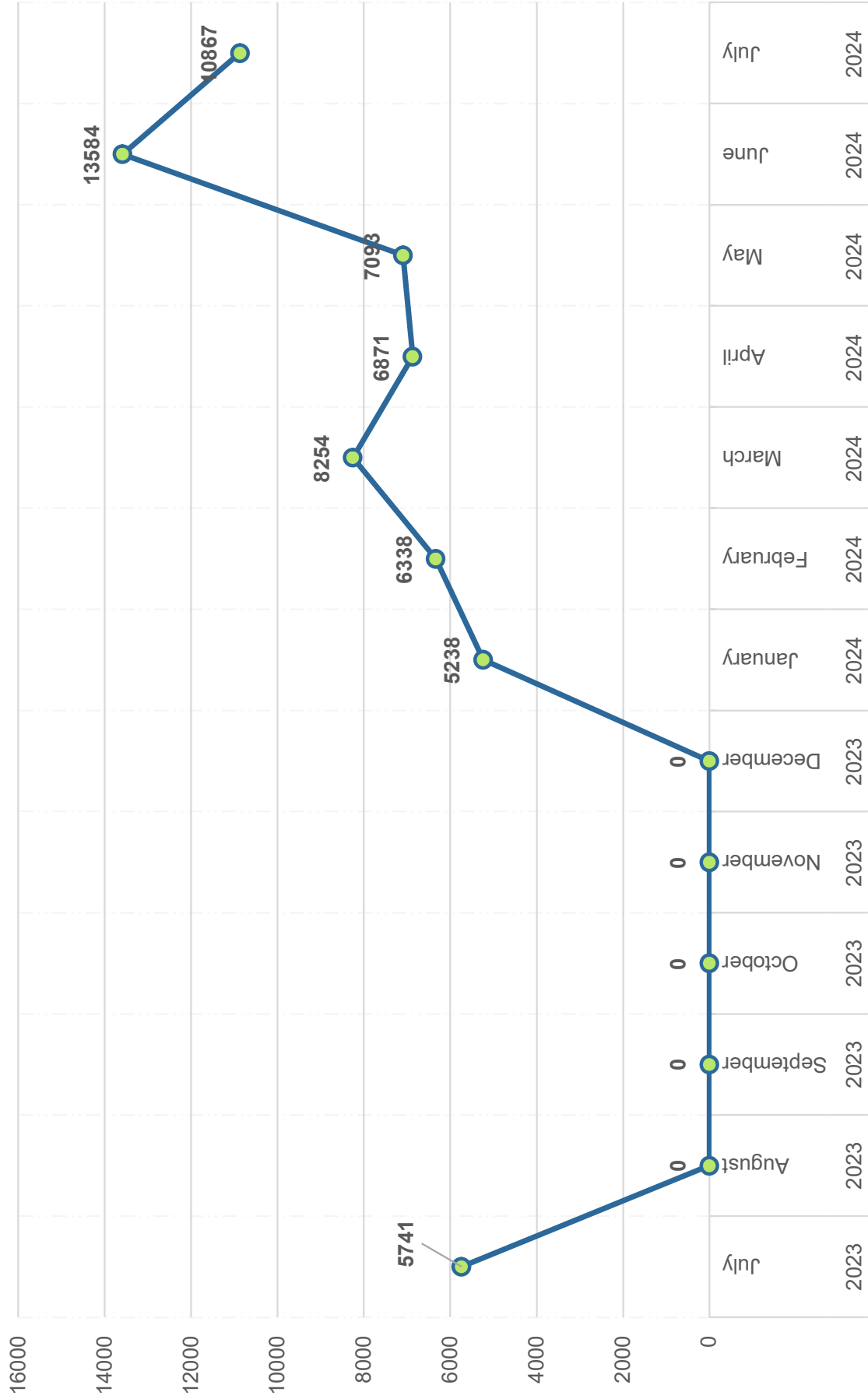
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TOTAL CIRCULATION

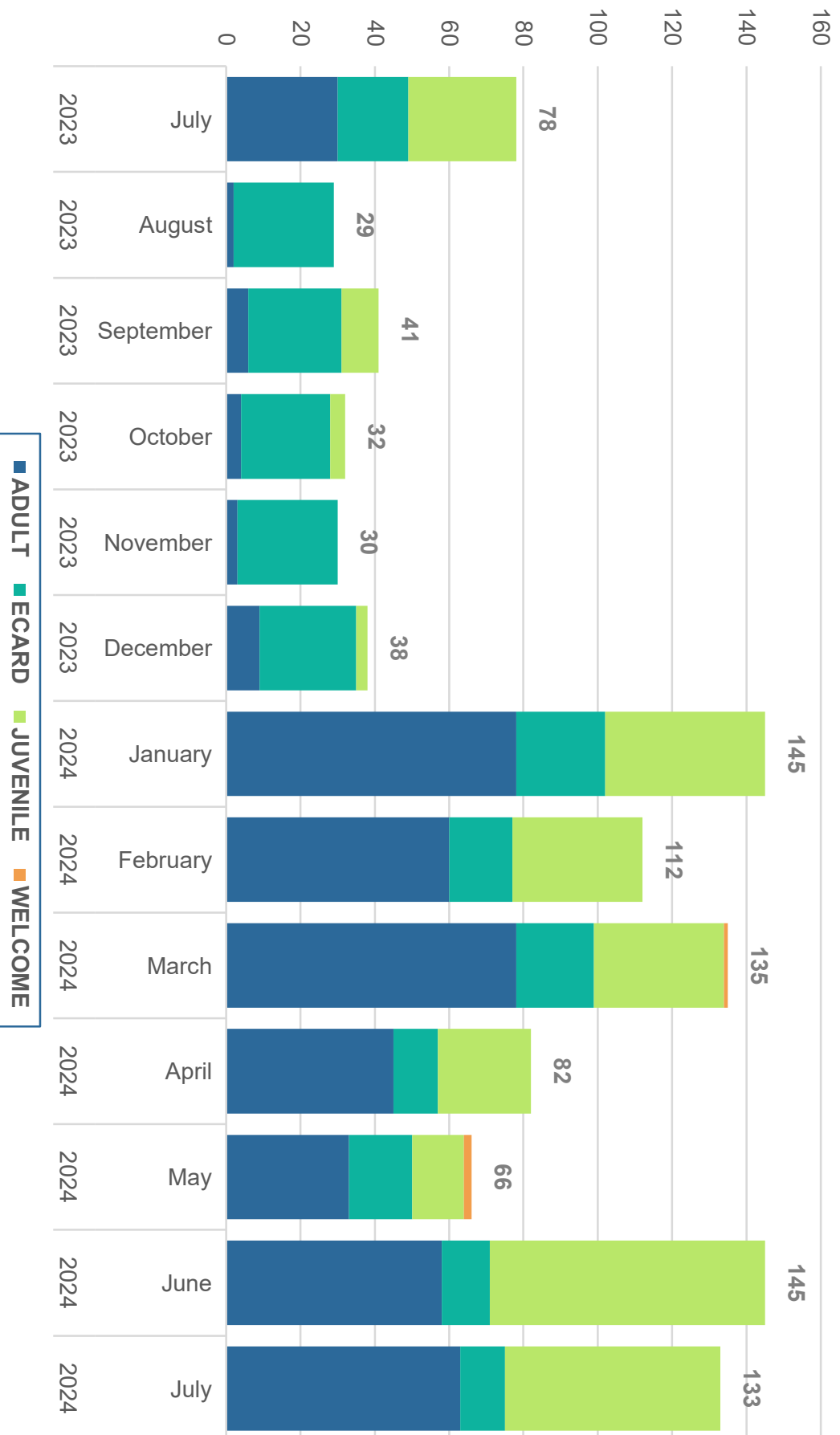




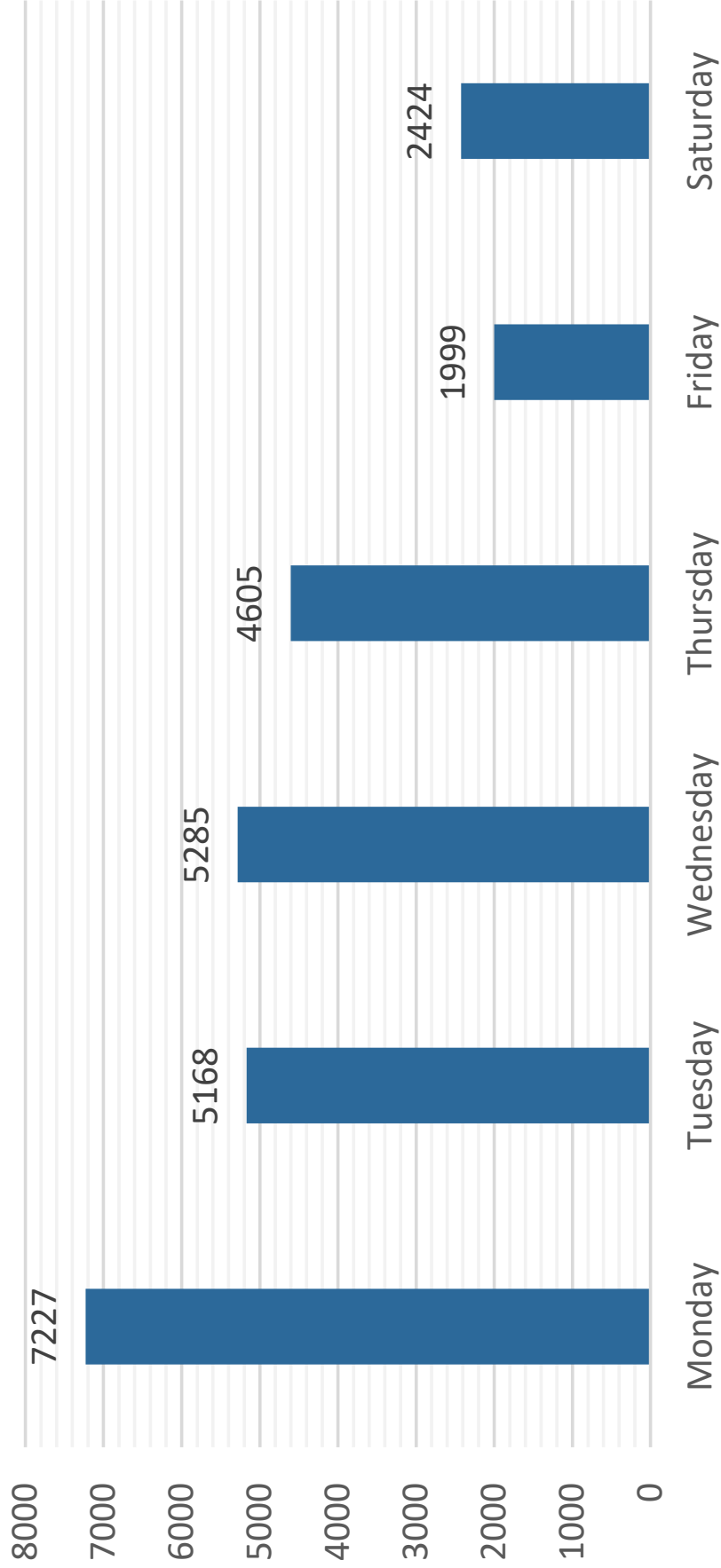
PATRON COUNT



NEW LIBRARY CARDS



Gate Counts During Extended Hours (6/7 - 8/23)



Gate Counts During Extended Hours (6/7 - 8/23)

