

MEETING NOTICE: There will be a Regular Meeting of the
Blanchard /Santa Paula Public Library District Board of Trustees
Tuesday, June 23, 2020, at 5:30 p.m.
Blanchard Community Library
119 N. 8th St., Santa Paula, CA 93060.

AGENDA

THIS MEETING WILL BE CONDUCTED BY TELECONFERENCE UNDER THE RULES
ESTABLISHED BY THE GOVERNOR'S EXECUTIVE ORDER N-33-20.

MEMBERS OF THE PUBLIC MAY PARTICIPATE

Join from PC, Mac, Linux, iOS or Android: <https://meetings.ringcentral.com/j/1492044723>
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Meeting ID: 149 204 4723

- A. CALL TO ORDER
- B. APPROVAL OF THE ORDER OF THE AGENDA
- C. 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.

- D. APPROVAL OF MINUTES
 - a. Approval of Minutes: Meeting of February 25, 2020
 - b. Approval of Minutes: Meeting of May 26, 2020

E. REPORTS

- a. Financial Reports
- b. Friends of the Library

F. BOARD/ADMINISTRATION COMMENTS, CONCERNS, HANDOUT

G. OLD BUSINESS

- a. Final Revision of 2019-20 Budget (information, discussion, possible action)
- b. Approval of 2020-21 Budget (information, discussion, possible action)
- c. Approval of Gann Spending Limit for 2020-21 and consideration of whether to sponsor a resolution to the district voters regarding the spending limit.
- d. 2020-21 Contract for District Director (information, discussion, possible action)
- e. Appointment Process for New Trustee (information, discussion, possible action)

H. NEW BUSINESS

- a. Proposal for New Website (information, discussion, possible action)
- b. Election of Board President (information, discussion, possible action)

I. REPORTS (CONTINUED)

- a. Literacy Services
- b. Public Services
- c. Volunteer Coordinator's Report
- d. District Director's Report
- e. Board Committees
 - i. Finance
 - ii. Human Resources
 - iii. Strategic Plan Teams
 - 1. Visioning/Strategic Plan
 - 2. Fundraising/Grants

J. FUTURE AGENDA ITEMS

K. UPCOMING MEETING DATES

Regular Meeting June 23, 2020

L. 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 Ned Branch, District Director of the Blanchard/Santa Paula Community Library, at 805-525-2394. Notification 48 hours before the meeting will enable reasonable arrangements to be made.

D. APPROVAL OF MINUTES
 REGULAR MEETING OF JUNE 23, 2020

1. Approval of Minutes
 - a. Regular Meeting of February 25, 2020
 - b. Regular Meeting of May 26, 2020

February 25, 2020						
	MOVED	SECONDED	YES	NO	ABSTAIN	ABSENT
Coughlin						
Hicks						
Nasalroad						
Phillips						
Sandoval						

May 26, 2020						
	MOVED	SECONDED	YES	NO	ABSTAIN	ABSENT
Coughlin						
Hicks						
Nasalroad						
Phillips						
Sandoval						

MINUTES of the Regular Meeting of the Blanchard/Santa Paula Library District Board of Trustees, Tuesday, February 25, 2020

CALL TO ORDER---The Meeting was called to order at 5:33 p.m. by Board President Tim Hicks. Board members Daniel Sandoval and Nancy Nasalroad were in attendance. Board Member Maureen Coughlin arrived at 5:49 p.m. District Director Ned Branch was present. A quorum was established.

APPROVAL OF THE ORDER OF AGENDA---(Nasalroad-yes, Sandoval- yes, Hicks- abstained).

PUBLIC SPECIAL PRESENTATION--- The Blanchard Library Endowment Committee presented a check for \$10,000.

PUBLIC COMMENT ON NON-AGENDA ITEMS---None.

CONSENT CALENDAR---The *Minutes* of the Regular Meeting of January 28, 2020, were unanimously approved as written (Nasalroad/Sandoval, 3-0). The *Minutes* of the Special Meeting of January 24, 2020, were unanimously approved as written (Nasalroad/Sandoval, 3-0).

REPORTS---Director Branch presented the *Financial Statements and Budget*. The Financial statements were received and filed (Nasalroad/Sandoval, 3-0).

BOARD/ADMINISTRATION COMMENTS, CONCERNS, HANDOUTS--- Director Branch announced the Volunteer Appreciation Day on March 4th. Board President Hicks said that poll workers are still being sought for the March 3 Primary Election.

OLD BUSINESS--- Director Branch distributed images of the proposed new building. Volunteer servers are still being sought for the *Fundraiser*.

NEW BUSINESS--- (Trustee Coughlin arrived at 5:49 p.m.) The Board unanimously approved the *Resolution Requesting a Contrafund Advance for 2020-21* (Coughlin/Nasalroad 4-0) The Board unanimously approved the *Resolution to Levy Parcel Tax for 2019-2020* (Sandoval/ Nasalroad, 4-0). The Board unanimously approved the *Position and Job Description of a Circulation Supervisor* to be effective March 2, 2020 (Sandoval/Nasalroad, 4-0).

REPORTS CONT. ---

MINUTES of the Regular Meeting of the Blanchard/Santa Paula Library District Board of Trustees, Tuesday, February 25, 2020

Literacy Services: The ESL Program may not continue after the end of the school year, when the School District will take over.

Public Services: The Homework Help isn't being used, and may be discontinued next year.

District Director's Report: Streamline might be the new website company. The Fundraising Campaign goal is \$2,000,000. The first check for the Imagine the Dream Tea arrived from Virginia Gunderson, \$10,000. The Staff Evaluations have been compiled. The question concerning the DIF from East Area 1 has bent forward to Library Counsel.

i. *Strategic Plan Teams*

1. *Visioning/Strategic Plan* Trustee Phillips is trying to procure a Facilitator from Cal State for the next Strategic Plan team

2. *Fundraising/Grants* Director Branch is researching a Grant to Fund a Library Locker at the East Area 1 Development. He is working with First Five to develop a proposal for an Early Learning Grant.

FUTURE AGENDA ITEMS---The Board agreed to include the following in future Agendas: Committee Assignments, District Director Contract

UPCOMING MEETING DATE---The next Meeting will be on Tuesday, March 24 , 2020, at 5:30 p.m.

ADJOURNMENT---There being no further business, the Regular Meeting was adjourned at 6:40 p.m.

Library Board Clerk

ATTEST:

District Director

REGULAR MEETING OF JUNE 23, 2020
E(a) REPORTS: FINANCIAL REPORTS

1. Receive and file May 2020 financial reports

	MOVED	SECONDED	YES	NO	ABSTAIN	ABSENT
Coughlin						
Hicks						
Nasalroad						
Phillips						
Sandoval						

BLANCHARD COMMUNITY LIBRARY
FINANCIAL STATEMENTS
and Supplementary Schedules

May 31, 2020

BLANCHARD COMMUNITY LIBRARY

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BLANCHARD COMMUNITY LIBRARY
STATEMENT OF ASSETS, LIABILITIES AND FUND BALANCE
MODIFIED ACCRUAL BASIS
May 31, 2020

ASSETS

		CURRENT ASSETS	
CASH		\$1,448,787	
RESTRICTED CASH		<u>336,602</u>	\$ 1,785,389
PREPAID EXPENSES		1,240	
TOTAL CURRENT ASSETS		<u>1,240</u>	\$ 1,786,629
FIXED ASSETS NET OF ACCUMULATED DEPRECIATION			<u>755,302</u>
TOTAL ASSETS			<u><u>\$2,541,931</u></u>

LIABILITIES AND FUND BALANCES

		LIABILITIES	
ACCOUNTS PAYABLE		\$4,300	
ACCRUED PAYROLL EXPENSE		3,878	
DEFERRED REVENUE		<u>40,000</u>	
TOTAL LIABILITIES			\$48,178
		FUND BALANCES	
GENERAL FUND		1,450,027	
FIXED ASSET FUND		755,302	
RESTRICTED FUNDS		<u>336,602</u>	
TOTAL FUND BALANCE			<u>2,541,931</u>
TOTAL LIABILITIES AND FUND BALANCE			<u><u>2,541,931</u></u>

BLANCHARD COMMUNITY LIBRARY

COMPARATIVE STATEMENT OF REVENUE AND EXPENSES

FOR THE MONTH AND PERIOD ENDED MAY 31, 2020
MODIFIED ACCRUAL BASIS

	MAY			YEAR TO DATE		
	MONTH ACTUAL	MONTH BUDGET	VARIANCE	YTD ACTUAL	YTD BUDGET	VARIANCE
REVENUE						
PROPERTY TAX	\$6,687	\$45,000		\$792,180	\$845,848	-6.34%
LIBRARY OPERATIONS	11	200	-94.50%	5,803	2,428	139.00%
DONATIONS	6,225	2,083	198.85%	51,050	36,760	38.87%
GRANTS				\$76,270	\$77,853	
	<u>\$12,923</u>	<u>\$47,283</u>		<u>\$925,303</u>	<u>\$962,889</u>	-3.90%
EXPENSES						
PERSONNEL	\$50,588	\$58,584	-13.65%	\$606,402	\$599,495	1.15%
OPERATIONS	2,288	8,067	-71.64%	143,289	158,001	-9.31%
ADMINISTRATIVE	3,248	5,178	-37.27%	56,695	64,246	-11.75%
FACILITIES	3,339	5,288	-36.86%	53,035	57,159	-7.21%
	<u>\$59,463</u>	<u>\$77,117</u>	-22.89%	<u>\$859,421</u>	<u>\$878,901</u>	-2.22%
NET INCOME (LOSS)	\$(46,540)	\$(29,834)		\$65,882	\$83,988	-21.56%
NON BUDGETED INCOME (EXPENSES)						
DEFERRED REVENUE				11,028		
REIMBURSEMENT DIF				5,440		
INVESTMENT INTEREST	803					
CAPITAL OUTLAY						
NET AFTER NON BUDGETED ITEMS	\$ (45,737)	\$(29,834)	-80.73%	\$82,350	\$83,988	

SUPPLEMENTARY SCHEDULES

BLANCHARD COMMUNITY LIBRARY

SCHEDULE OF CASH BALANCES

May 31, 2020

COUNTY	\$1,031,675	
SANTA PAULA CITY	106,308	1
BUILDING FUND	97,069	1
BLAKE	56,565	1
LITERACY	76,660	1
BOOK TRUST	15,879	
GENERAL FUND	20,737	
WELLS FARGO	380,085	
OTHERS	411	
TOTAL CASH	<u>\$1,785,389</u>	
1 Restricted	336,602	
Other Unrestricted	1,448,787	

BLANCHARD COMMUNITY LIBRARY
COMPARATIVE
STATEMENT OF REVENUE AND EXPENSE
MODIFIED ACCRUAL BASIS
FOR THE PERIOD ENDED

	5/31/19	5/31/20	YTD BUDGET	ANNUAL BUDGET
REVENUE				
PROPERTY TAX	\$818,990	\$792,180	\$ 845,848	\$ 845,848
LIBRARY OPERATIONS	10,927	5,803	2,428	2,628
DONATIONS	61,528	51,050	36,760	38,843
GRANTS	150,460	76,270	77,853	77,853
TOTAL REVENUE	<u>\$1,041,905</u>	<u>\$925,303</u>	<u>\$962,889</u>	<u>\$965,172</u>
EXPENSES				
PERSONNEL				
WAGES	401,803	440,764	434,281	470,285
RETIREMENT	58,742	68,765	70,559	76,866
HEALTH INSURANCE	57,675	58,628	57,958	63,154
PAYROLL TAX	33,268	36,596	35,047	38,338
EMPLOYEE BENEFIT	1,702	1,649	1,650	1,800
	<u>553,190</u>	<u>606,402</u>	<u>599,495</u>	<u>650,443</u>
OPERATIONS				
LIBRARY NETWORK	56,692	73,184	74,457	68,000
PUBLICITY	1,552	3,142	4,295	7,000
MEMBERSHIPS	4,095	3,628	5,561	5,000
ACQUISITIONS	27,808	32,136	24,778	39,800
PROGRAMS	21,289	25,026	34,563	36,394
COMPUTER SERVICE	5,560	1,334	2,882	6,400
BOOK BINDING	1,089	1,667	1,611	2,000
ADVERTISING	1,849	-	-	-
TRAVEL	3,898	3,172	9,854	9,000
	<u>123,832</u>	<u>143,289</u>	<u>158,001</u>	<u>173,594</u>
ADMINISTRATIVE				
ADVERTISING			104	250
BANK CHARGES	374	196	342	400
COMPUTER NETWORK	4,358	882	2,881	6,000
INSURANCE	10,024	11,998	11,999	13,090
OFFICE EXPENSE	5,298	5,475	10,458	11,291
TELEPHONE	2,495	4,752	3,933	3,000
PLANNING			2,500	3,000
POSTAGE	748	1,069	1,950	1,725
PRINTING	4,322	3,710	3,550	2,700
PROFESSIONAL FEES	24,281	27,129	24,940	30,000
STAFF DEVELOPMENT	182	1,484	1,589	2,000
	<u>52,082</u>	<u>56,695</u>	<u>64,246</u>	<u>73,456</u>
FACILITIES				
BUILDING MAINTENANCE	24,474	17,720	16,368	18,500
JANITORIAL	7,474	7,860	8,186	10,000
UTILITIES	31,255	27,455	32,605	34,950
	<u>63,203</u>	<u>53,035</u>	<u>57,159</u>	<u>63,450</u>
TOTAL EXPENSES	<u>792,307</u>	<u>859,421</u>	<u>878,901</u>	<u>960,943</u>
NET INCOME(LOSS)	<u>\$249,598</u>	<u>\$65,882</u>	<u>\$83,988</u>	<u>\$4,229</u>
NON BUDGETED INCOME (EXPENSES)				
DEFERRED REVEUNE				40,000
REIMBURSEMENT DIF	3,482	11,028		30,000
INVESTMENT INTEREST	18,583	5,440		
LEGAL	(519)			
CAPITAL OUTLAY				
NET AFTER NON BUDGETED ITEMS	<u>\$271,144</u>	<u>\$82,350</u>	<u>83,988</u>	<u>34,229</u>

BLANCHARD COMMUNITY LIBRARY
SCHEDULE OF ACCOUNTS PAYABLE

May 31, 2020

Due to Friends of the Library	\$	366
Credit Card		2,967
So Cal Edison		962
Others		5
Total	\$	<u>4,300</u>

BLANCHARD COMMUNITY LIBRARY

CITY FUNDS TRANSACTION

	January 1, 2017	BALANCE \$192,029.70
TRANSACTIONS		
3.06.17	CHECK	(4,310.97)
6.26.17	CHECK	(2,691.96)
7.17.17	CHECK	(96.00)
4.15.17	INTEREST	324.37
7.15.17	INTEREST	382.03
8.14.17	MR 7308	2,014.00
10.15.17	INTEREST	483.94
12.11.17	CHECK	(3,491.15)
1.15.18	INTEREST	463.15
3.19.18	MR 7614	24,831.73
3.29.18	147 VIEW DR	2,233.73
4.16.18	INTEREST	607.86
7.02.18	CHECK	(3,376.63)
7.15.18	INTEREST	854.87
10.04.18	CHECK	(76,977.00)
10.15.18	INTEREST	924.07
10.31.18	CHECK	(17,117.00)
1.15.19	INTEREST	632.26
4.15.19	INTEREST	680.58
6.20.19	MR 32282	744.57
7.15.19	INTEREST	668.07
8.21.19	CHECK	(22,441.40)
11.27.19	MR 8391	2,233.73
12.10.19	MR 8482	<u>6,701.19</u>
		(85,721.96)
		<u>\$106,307.74</u>

REGULAR MEETING OF JUNE 23, 2020
F. BOARD/ADMINISTRATION COMMENTS, CONCERNS, HANDOUTS

REGULAR MEETING OF JUNE 23, 2020
 G(a) OLD BUSINESS: FINAL REVISION OF 2019-20 BUDGET

At its January meeting, the Board approved a mid-year revision of the 2019-20 budget. Subsequent to that action, errors in some of the computations of revised budget amounts were discovered. The changes in the attached amended and restated budget resulted in some expenses increasing and some decreasing. The overall effect on total expenses is to reduce budgeted expenses by less than \$300.

RECOMMENDATION: Staff recommends approval of the amended and restated Mid-Year Revised Budget for 2019-20.

	MOVED	SECONDED	YES	NO	ABSTAIN	ABSENT
Coughlin						
Hicks						
Nasalroad						
Phillips						
Sandoval						

BLANCHARD/SANTA PAULA LIBRARY DISTRICT
2020-2021 BUDGET

	TOTAL	GENERAL FUND	LITERACY FUND	BUILDING FUND
REVENUE				
Pro Tx Curr Secured	\$ 373,000	\$ 373,000		
Pro Tx Curr Unsecured	\$ 7,000	\$ 7,000		
Pro Tx Curr Supplemental	\$ 6,000	\$ 6,000		
Pro Tax Prior Secured	\$ -			
Pro Tx Prior Unsecured	\$ -			
Pro Tx Prior Supplemental	\$ -			
Penalties	\$ 930	\$ 930		
Interest	\$ 12,000	\$ 12,000		
HOPTR	\$ 1,300	\$ 1,300		
RDA Pass Through	\$ 76,000	\$ 76,000		
Special Assessment	\$ 314,000	\$ 314,000		
	\$ 790,230	\$ 790,230		
Endowment	\$ 15,000	\$ 15,000	\$ -	
Donations	\$ 25,080	\$ 20,040	\$ 5,040	
Grants	\$ 61,000	\$ 1,000	\$ 60,000	
Fines & fees	\$ -	\$ -	\$ -	
Printing	\$ 2,400	\$ 2,400	\$ -	
TOTAL REVENUE	\$ 893,710	\$ 828,670	\$ 65,040	
	\$ -	\$ -	\$ -	
Payroll & Benefits	\$ -	\$ -	\$ -	
Salaries	\$ 458,260	\$ 401,100	\$ 57,160	
PERS Retirement	\$ 25,620	\$ 22,020	\$ 3,600	
Unfunded Accrued Liability	\$ 39,240	\$ 39,240	\$ -	
FICA 0	\$ 35,160	\$ 30,720	\$ 4,440	
PERS Group Health	\$ 34,080	\$ 27,240	\$ 6,840	
PERS Group Health Annuitants	\$ 25,080	\$ 25,080	\$ -	
SUI	\$ 3,500	\$ 3,000	\$ 500	
PERS 457 Plan	\$ -	\$ -	\$ -	
Insurance--Workers Comp	\$ 2,540	\$ 2,040	\$ 500	
	\$ 623,480	\$ 550,440	\$ 73,040	
	\$ -	\$ -	\$ -	
Services	\$ -	\$ -	\$ -	
Communications	\$ -	\$ -	\$ -	
Computer services	\$ 3,000	\$ 3,000	\$ -	
Service Agreements	\$ 9,120	\$ 9,120	\$ -	
Publicity	\$ 15,640	\$ 13,600	\$ 2,040	
Collection development	\$ -	\$ -	\$ -	

BLANCHARD/SANTA PAULA LIBRARY DISTRICT
2020-2021 BUDGET

	TOTAL	GENERAL FUND	LITERACY FUND	BUILDING FUND
Books	\$ -	\$ -	\$ -	
Young adult books	\$ 3,000	\$ 3,000	\$ -	
General	\$ 16,560	\$ 16,560	\$ -	
Children's books	\$ 6,600	\$ 6,600	\$ -	
A/V materials	\$ -	\$ -	\$ -	
Young adult	\$ 600	\$ 600	\$ -	
General	\$ 3,000	\$ 3,000	\$ -	
Children's	\$ 1,200	\$ 1,200	\$ -	
Databases	\$ 4,080	\$ 4,080	\$ -	
Periodicals	\$ 2,520	\$ 2,520	\$ -	
WiFi Hotspots	\$ 4,200	\$ 4,200	\$ -	
Library supplies	\$ -	\$ -	\$ -	
Book binding/mending	\$ 2,040	\$ 2,040	\$ -	
Library materials--other	\$ -	\$ -	\$ -	
Memberships & dues	\$ 5,040	\$ 5,040	\$ -	
Network services	\$ 63,000	\$ 63,000	\$ -	
Over/short	\$ -	\$ -	\$ -	
Programs	\$ -	\$ -	\$ -	
Literacy	\$ 4,080	\$ -	\$ 4,080	
Adults	\$ 4,560	\$ 4,560	\$ -	
Children's	\$ 14,040	\$ 14,040	\$ -	
Teens & Young adults	\$ 5,040	\$ 5,040	\$ -	
Travel & meetings	\$ 5,040	\$ 3,000	\$ 2,040	
Total Services	\$ 172,360	\$ 164,200	\$ 8,160	
Administrative	\$ -	\$ -	\$ -	
Advertising	\$ 360	\$ 360	\$ -	
Bank charges	\$ 480	\$ 480	\$ -	
Computer services	\$ 2,520	\$ 2,520	\$ -	
Office expense	\$ 7,560	\$ 7,560	\$ -	
Postage	\$ 1,200	\$ 1,200	\$ -	
Professional services	\$ -	\$ -	\$ -	
Legal	\$ 6,000	\$ 6,000	\$ -	
Accounting	\$ 11,040	\$ 11,040	\$ -	
Audit	\$ 12,000	\$ 12,000	\$ -	
Grant Writing	\$ 3,000	\$ 1,000	\$ 2,000	
Insurance	\$ 20,040	\$ 20,040	\$ -	
Printing	\$ 2,760	\$ 2,520	\$ 240	

BLANCHARD/SANTA PAULA LIBRARY DISTRICT
2020-2021 BUDGET

	TOTAL	GENERAL FUND	LITERACY FUND	BUILDING FUND
Telephone expense	\$ 4,320	\$ 4,320	\$ -	
Staff development & recognition	\$ 2,040	\$ 2,040	\$ -	
Strategic Planning	\$ 3,000	\$ 3,000	\$ -	
Total	\$ 76,320	\$ 74,080	\$ 2,240	
Facilities				
Janitorial services & supplies	\$ 10,080	\$ 10,080	\$ -	
Grounds maintenance	\$ 5,040	\$ 5,040	\$ -	
Building security	\$ 1,560	\$ 1,560	\$ -	
Building maintenance	\$ 10,080	\$ 10,080	\$ -	
Utilities	\$ -	\$ -	\$ -	
City of Santa Paula	\$ 6,000	\$ 6,000	\$ -	
SoCal Edison	\$ 25,080	\$ 25,080	\$ -	
The Gas Co.	\$ 1,200	\$ 1,200	\$ -	
Trash	\$ 2,280	\$ 2,280	\$ -	
Total	\$ 61,320	\$ 61,320	\$ -	
TOTAL OPERATING EXPENSES	\$ 933,480	\$ 850,040	\$ 83,440	
OPERATING SURPLUS/(DEFICIT)	\$ (39,770)	\$ (21,370)	\$ (18,400)	\$ -
Extraordinary Expenses				
Legal	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -
NET SURPLUS/(DEFICIT)	\$ (39,770)	\$ (21,370)	\$ (18,400)	
	\$ -	\$ -	\$ -	
REIMBURSEMENT FROM DIF FUND	\$ 25,000	\$ 25,000	\$ -	
DEFERRED REVENUE FROM 2018-19	\$ 30,000	\$ -	\$ 30,000	
TOTAL SURPLUS/(DEFICIT)	\$ 15,230	\$ 3,630	\$ 11,600	
CONSTRUCTION OUTLAY	\$ -			

REGULAR MEETING OF JUNE 23, 2020

G(b) OLD BUSINESS: APPROVAL OF GANN SPENDING LIMIT AND CONSIDERATION WHETHER TO SPONSOR A RESOLUTION TO DISTRICT VOTERS REGARDING THE SPENDING LIMIT

The Board is required to establish a limit on tax-funded appropriations by Article XIII B of the California Constitution. The limit is based on the 1986-87 appropriations as adjusted annually by factors determined by the California Department of Revenue. The calculated appropriations limit for the 2020-21 fiscal year is \$902,426. The appropriations funded by taxes are projected to be \$790,230, which is less than the appropriations limit.

In the past, the district has sponsored a ballot measure authorizing the district to exceed its spending limit every four years. Because the spending limit exceeds the anticipated tax revenues by more than 10% and it is unlikely that tax revenues will grow at a rate exceeding the annual adjusted limit over the next four years, it is not necessary to request voter approval for to exceed the limit.

RECOMMENDATION: Adopt an appropriations limit of \$902,426 for the 2020-21 fiscal year.

	MOVED	SECONDED	YES	NO	ABSTAIN	ABSENT
Coughlin						
Hicks						
Nasalroad						
Phillips						
Sandoval						

GANN SPENDING LIMIT (1986-87 BASE YEAR)

	A	B	C	D	1986-87 Base
	PRICE	VENTURA	POPULATION	ADJUSTMENT	Year
	FACTOR ⁽¹⁾	COUNTY	CHANGE	FACTOR	
		POPULATION	RATIO	A x C	
		CHANGE ⁽¹⁾	1+(D/100)		
1986-87	1.023	2.2	1.022	1.045506	\$ 187,563
1987-88	1.0304	2.39	1.0239	1.05502656	\$ 197,884
1988-89	1.0393	2.84	1.0284	1.06881612	\$ 211,502
1989-90	1.0498	2.88	1.0288	1.08003424	\$ 228,429
1990-91	1.0421	3.24	1.0324	1.07586404	\$ 245,759
1991-92	1.0414	3.26	1.0326	1.07534964	\$ 264,277
1992-93	0.9936	3.08	1.0308	1.02420288	\$ 270,673
1993-94	1.0272	1.57	1.0157	1.04332704	\$ 282,400
1994-95	1.0071	1.12	1.0112	1.01837952	\$ 287,590
1995-96	1.0472	1.72	1.0172	1.06521184	\$ 306,344
1996-97	1.0467	0.95	1.0095	1.05664365	\$ 323,696
1997-98	1.0467	0.47	1.0047	1.05161949	\$ 340,405
1998-99	1.0415	1.53	1.0153	1.05743495	\$ 359,956
1999-2000	1.0453	1.24	1.0124	1.05826172	\$ 380,928
2000-01	1.0491	1.46	1.0146	1.06441686	\$ 405,466
2001-02	1.0782	1.86	1.0186	1.09825452	\$ 445,305
2002-03	0.9873	2.02	1.0202	1.00724346	\$ 448,531
2003-04	1.0231	1.71	1.0171	1.04059501	\$ 466,739
2004-05	1.0328	1.73	1.0173	1.05066744	\$ 490,387
2005-06	1.0526	1.07	1.0107	1.06386282	\$ 521,704
2006-07	1.0396	0.82	1.0082	1.04812472	\$ 546,811
2007-08	1.0442	1.01	1.0101	1.05474642	\$ 576,747
2008-09	1.0429	1.16	1.0116	1.05499764	\$ 608,467
2009-10	1.0062	1.03	1.0103	1.01656386	\$ 618,546
2010-11	0.9746	1.25	1.0125	0.9867825	\$ 610,370
2011-12	1.0251	0.83	1.0083	1.03360833	\$ 630,884
2012-13	1.0377	0.61	1.0061	1.04402997	\$ 658,662
2013-14	1.0512	0.73	1.0073	1.05887376	\$ 697,440
2014-15	0.9977	0.79	1.0079	1.00558183	\$ 701,333
2015-16	1.0382	0.66	1.0066	1.04505212	\$ 732,930
2016-17	1.0537	0.7	1.007	1.0610759	\$ 777,694
2017-18	1.0369	0.41	1.0041	1.04115129	\$ 809,697
2018-19	1.0367	0.36	1.0036	1.04043212	\$ 842,435
2019-20	1.0385	-0.18	0.9982	1.0366307	\$ 873,294
2020-21	1.0373	-0.38	0.9962	1.03335826	\$ 902,426

REGULAR MEETING OF JUNE 23, 2020
G(b) OLD BUSINESS: APPROVAL OF 2020-21 BUDGET

A draft budget was presented to the Board at its last meeting. Subsequent to that meeting, Trustee Phillips met with the District Director to discuss changes to the draft. The changes agreed upon are incorporated in the proposed budget for 2020-21, which is attached.

RECOMMENDATION: Staff recommends approval of the proposed 2020-21 Budget.

	MOVED	SECONDED	YES	NO	ABSTAIN	ABSENT
Coughlin						
Hicks						
Nasalroad						
Phillips						
Sandoval						

BLANCHARD/SANTA PAULA PUBLIC LIBRARY DISTRICT
2019-20 MID-YEAR REVISED COMBINED BUDGET

		TOTAL	APPROVED
Revenue			
	Pro Tx Curr Secured	\$374,805	\$ 374,805
	Pro Tx Curr Unsecured	\$7,514	\$ 7,514
	Pro Tx Curr Supplemental	\$5,754	\$ 5,754
	Pro Tax Prior Secured	\$230	\$ 230
	Pro Tx Prior Unsecured	\$0	\$ -
	Pro Tx Prior Supplemental	\$412	\$ 412
	Penalties	\$1,228	\$ 1,228
	Interest	\$4,268	\$ 4,268
	HOPTR	\$420	\$ 420
	RDA Pass Through	\$123,020	\$ 123,020
	Special Assessment	\$328,197	\$ 328,197
		\$845,848	\$ 845,848
	Endowment	\$15,000	\$ 15,000
	Donations	\$23,843	\$ 23,843
	Grants	\$77,853	\$ 77,853
	Fines & fees	\$0	\$ -
	Printing	\$2,628	\$ 2,628
TOTAL REVENUE		\$965,172	\$ 965,172
Payroll & Benefits			
	Salaries	\$470,285	\$ 470,285
	PERS Retirement	\$76,866	\$ 76,866
	FICA 0.077	\$36,082	\$ 36,082
	PERS Group Health	\$32,842	\$ 32,842
	PERS Group Health Annuitants	\$30,312	\$ 30,312
	SUI	\$2,257	\$ 2,257
	PERS 457 Plan	\$0	\$ -
	Insurance--Workers Comp	\$1,800	\$ 1,800
		\$650,443	\$ 650,443
Services			
	Communications	\$400	\$ 400
	Computer services	\$3,049	\$ 6,000
	Publicity	\$7,000	\$ 7,000
	Collection development		
	Books		
	Young adult books	\$3,034	\$ 3,000
	General	\$16,500	\$ 16,500
	Children's books	\$6,501	\$ 6,500
	A/V materials		
	Young adult	\$603	\$ 600
	General	\$3,775	\$ 3,000
	Children's	\$1,251	\$ 1,200
	Databases	\$2,971	\$ 4,000
	Periodicals	\$1,323	\$ 5,000
	Library supplies		
	Book binding/mending	\$1,549	\$ 2,000
	Library materials--other	\$229	\$ -
	Memberships & dues	\$5,978	\$ 5,000

Network services	\$74,457	\$ 68,000
Over/short	\$0	\$ -
Programs		
Literacy	\$9,534	\$ 9,534
Adults	\$9,474	\$ 7,860
Children's	\$10,944	\$ 14,000
Teens & Young adults	\$7,630	\$ 5,000
Travel & meetings	\$10,270	\$ 9,000
Total Services	\$176,472	\$ 173,594
Administrative		
Advertising	\$125	\$ 250
Bank charges	\$375	\$ 400
Computer services	\$3,381	\$ 6,000
Office expense	\$11,291	\$ 11,291
Postage	\$2,175	\$ 1,725
Professional services		
Legal	\$3,735	\$ 6,000
Accounting	\$11,238	\$ 10,000
Audit	\$11,000	\$ 11,000
Grant Writing	\$2,500	\$ 4,000
Insurance	\$13,090	\$ 13,089
Printing	\$3,776	\$ 2,700
Telephone expense	\$4,183	\$ 3,000
Staff development & recognition	\$1,756	\$ 2,000
Strategic Planning	\$3,000	\$ 3,000
Total	\$71,625	\$ 74,455
Facilities		
Janitorial services & supplies	\$9,020	\$ 10,000
Grounds maintenance	\$8,563	\$ 5,000
Building security	\$1,483	\$ 1,500
Building maintenance	\$7,864	\$ 12,000
Utilities		
City of Santa Paula	\$6,500	\$ 6,500
SoCal Edison	\$26,706	\$ 25,000
The Gas Co.	\$743	\$ 1,200
Trash	\$2,250	\$ 2,250
Total	\$63,129	\$ 63,450
TOTAL OPERATING EXPENSES	\$961,668	\$ 961,943
OPERATING SURPLUS/(DEFICIT)	\$3,504	\$ 3,229
Extraordinary Expenses		
Legal	\$0	\$ -
	\$0	\$ -
NET SURPLUS/(DEFICIT)	\$3,504	\$ 3,229
REIMBURSEMENT FROM DIF FUND	\$22,441	\$ 22,441
DEFERRED REVENUE FROM 2018-19	\$40,000	\$ 40,000
TOTAL SURPLUS/(DEFICIT)	\$65,945	\$ 65,670
CONSTRUCTION OUTLAY	#REF!	\$ 18,000

REGULAR MEETING OF JUNE 23, 2020

G(c) OLD BUSINESS: 2020-21 CONTRACT FOR DISTRICT DIRECTOR

The Board extended the current contract between the District and the District Director for six months to adjust the beginning and ending dates to coincide with the beginning and ending dates of the fiscal year. A draft of the new contract is attached. The only change from the existing contract is to increase the compensation by 2%. Unlike the remainder of the staff, the District Director did not receive a raise at the beginning of the calendar year.

RECOMMENDATION: Staff recommends approval of the new contract for the District Director.

	MOVED	SECONDED	YES	NO	ABSTAIN	ABSENT
Coughlin						
Hicks						
Nasalroad						
Phillips						
Sandoval						

EMPLOYMENT AND CONFIDENTIALITY AGREEMENT
Blanchard Community Library Director

This Employment and Confidentiality Agreement (the "Agreement"), dated effective July 1, 2020, is made and entered into between Blanchard/Santa Paula Public Library District ("Blanchard"), and Miles "Ned" Edward Branch ("Mr. Branch").

Recitals

Whereas Blanchard (also referred to as the "Blanchard Community Library") is a California public library district, validly existing by virtue of the provisions of Chapter 279 of the laws of the State of California, and exercising the powers and authority and assuming the responsibilities delegated to it under said statute and Section 18449 of the Education Code, with its corporate offices located at 119 North 8th Street, Santa Paula, CA 93060-2709; and

Whereas Blanchard desires to avail itself of the skill, knowledge and experience of Mr. Branch in order to insure the successful management and operation of its business.

Now, therefore, in consideration of the above-referenced recitals, which are incorporated herein as set forth in full, and the representations, warranties, mutual covenants, promises, terms and conditions set forth in this Agreement, the following terms and conditions shall apply to Mr. Branch's said employment effective as of January 1, 2019, (the "Effective Date"):

1. ARTICLE I-EMPLOYMENT AND TERM

1.1 Employment. Blanchard shall employ Mr. Branch and Mr. Branch accepts such employment, in accordance with the terms and conditions set forth in this Agreement.

1.2 Term. The term of employment under this Agreement ("Term") shall commence on the Effective Date and is effective for a period of twelve (12) months (through June 30, 2021). The Term is subject to early termination as provided in Article 4 of this Agreement. Upon expiration of the Term, the Agreement shall remain in effect on a month-to-month basis unless terminated by either Blanchard or Mr. Branch pursuant to the termination requirements of Article 4, set forth herein.

2. ARTICLE 2-DUTIES OF THE EXECUTIVE

2.1 Powers. Mr. Branch shall be empowered by and at all times subject to the powers by law vested in the Board of Trustees of Blanchard. Mr. Branch shall report directly to the President of the Board of Trustees of Blanchard.

2.2 Duties. Mr. Branch shall have direct responsibility for the management of Blanchard Community Library. Mr. Branch agrees to render services and perform the duties and acts of the Director of Blanchard in connection with any aspect of Blanchard's business as may be required by the President and Board of Trustees. Mr. Branch shall perform such other duties with Blanchard as may be reasonably assigned to Mr. Branch by the President and Board of

Blanchard which are not inconsistent with the provisions of this Agreement. Mr. Branch shall perform these duties faithfully, diligently, to the best of Mr. Branch's ability and in the best interests of Blanchard, consistent with the highest standards and in compliance with all applicable laws, rules, regulations, and policies applicable to Blanchard, including, but not limited to, Blanchard's Articles of Incorporation and Bylaws.

2.3 Conflict of Interests. Mr. Branch shall not directly or indirectly render any services of a business, commercial or professional nature, to any other person, firm or corporation, whether for compensation or otherwise, which are in conflict with Blanchard's interests. Further, Mr. Branch shall not engage in any activity that would impair Mr. Branch's ability to act and exercise independent judgment in the best interests of Blanchard.

2.4 Exclusive Services. During employment by Blanchard, Mr. Branch shall not engage, directly or indirectly, in any outside employment or consulting which may materially interfere with the services required under this agreement. Mr. Branch may provide services to clients if such services will not detract from the duties he owes to Blanchard pursuant to this agreement.

2.5 Indemnification for Negligence or Misconduct. Mr. Branch shall defend, indemnify and hold Blanchard harmless from all liability for loss, damage, or injury to persons or property resulting from the negligence or misconduct of Mr. Branch.

3. ARTICLE 3-COMPENSATION

As the total consideration for the services that Mr. Branch renders under this Agreement, Mr. Branch shall be entitled to the following:

3.1 Base Salary. Blanchard shall pay Mr. Branch a base salary of Eight Thousand Five Hundred dollars per month (\$102,000.00 per year), less income tax and other applicable withholdings. Base salary shall be paid in accordance with Blanchard's regular payroll practices. Increases, if any, shall be provided at the sole discretion of the President and Board of Trustees based upon performance.

3.2 Retirement. Mr. Branch shall continue to be enrolled in the CalPERS Retirement System program in effect for new participants as of January 1, 2014, for which Blanchard shall pay the employer contribution specified in its contract with CalPERS during the term of Mr. Branch's employment.

3.3 Reimbursement for Health Insurance. Mr. Branch will receive a monthly payment not to exceed Five Hundred Sixty-Five Dollars and thirty-three cents (\$565.33) but in no case greater than his actual out-of-pocket cost as reimbursement for his health insurance premiums.

3.4 Vacation. Mr. Branch shall be eligible for three weeks of paid vacation annually and sick time in accordance with adopted personnel policies now in effect or as modified in the future. Accumulation of vacation and sick leave shall be subject to the limits specified in personnel policies presently in effect or as modified in the future.

3.5 Administrative Time Off, Sick Leave and Holiday Pay. Mr. Branch shall be eligible for administrative time off, sick leave and holiday pay in accordance with adopted personnel policies presently in effect or as modified in the future.

3.6 Reimbursement for Expenses. Blanchard shall reimburse Mr. Branch for any and all reasonable business expenses incurred by Mr. Branch on behalf of Blanchard in the performance of this Agreement, and approved expenditures to be determined by the President ("Business Expenses"). A reimbursable Business Expense shall be of a nature qualifying it as a proper business expense deduction on the federal and state income tax returns of Blanchard. Mr. Branch must be able to furnish adequate records and other documentary evidence as may be required by Federal and State statutes. Automobile mileage shall be reimbursed at the rate according to current IRS regulations.

3.7 Severance. Blanchard does not offer severance benefits of any kind.

4. ARTICLE 4-TERMINATION

Mr. Branch's employment with Blanchard shall be terminated only as set forth in this Article:

4.1 Termination for Cause. Termination for Cause shall mean termination because of Mr. Branch's fraud in securing this Agreement, incompetence, inefficiency, inexcusable neglect, insubordination, personal dishonesty, willful misconduct, any breach of fiduciary duty involving personal profit, habitual neglect of duties, intentional failure to perform stated duties, inability to perform stated duties, willful violation of any law, rule or regulation order or material breach of any employment policy of Blanchard or any material breach of any provision of this Agreement. Written notice delivered to Mr. Branch is a prerequisite to Termination for Cause and such termination shall be effective on the delivery date of the written notice. Mr. Branch shall have the right to receive compensation which has already been earned as of the date of notice of Termination for Cause. Mr. Branch shall receive no other compensation or severance pay in the event of Termination for Cause.

4.2 Termination By Mr. Branch's Death. If Mr. Branch's employment is terminated as a result of Mr. Branch's death, Blanchard shall pay to Mr. Branch, his beneficiary or beneficiaries or Mr. Branch's estate, as the case may be, the base salary earned but unpaid through the Termination Date, which shall be the date of death. If Mr. Branch's employment is terminated by Blanchard pursuant to this Section, such termination shall be with cause, as defined in Section 4.1, Termination With Cause, and Mr. Branch's rights shall be subject to the provisions thereof.

4.3 Termination Without Good Cause. Upon written notice to Mr. Branch, pursuant to Section 8.4 of this Agreement, Blanchard may terminate Mr. Branch's employment, without good cause at any time. Upon said termination, pursuant to this Section 4.3, Blanchard is relieved of any and all obligations set forth herein as of the effective date of this notice.

4.4 Termination by Mr. Branch. Mr. Branch may terminate his obligations under this Agreement by giving Blanchard at least 30 days written notice in advance. Notice will be sufficient if given in accordance with paragraph 8.4 of this Agreement.

5. ARTICLE 5-CONFIDENTIALITY AND NON-SOLICITATION

5.1 Confidentiality and Trade Secrets. Mr. Branch acknowledges that, in the course of employment with Blanchard, Mr. Branch will acquire information about Blanchard's customers, terms and conditions of Blanchard's transactions, research materials, manuals, computer programs, formulas, techniques, data, technical information, lists of asset sources, the processes and practices of Blanchard, information contained in electronic or computer files, financial information, salary and wage information, and other information that is designated by Blanchard as confidential or that Mr. Branch knows or should know is confidential information provided by third parties and that Blanchard is obligated to keep confidential as well as other proprietary information of Blanchard ("Confidential Information"). Mr. Branch acknowledges that all Confidential Information is and shall continue to be the exclusive property of Blanchard. Mr. Branch agrees not to disclose any Confidential Information, either during the Term or thereafter, directly or indirectly, under any circumstances or by any means, to any third person or party without the prior written consent of Blanchard.

5.2 Non-Solicitation. Except as permitted by the prior written consent of the President and CEO of Blanchard, during the period of one (1) year after the termination date, Mr. Branch shall not, utilizing unfair business practices, directly or indirectly solicit for employment or for independent contractor work from any employee of Blanchard, and shall not encourage any such employee to leave the employment of Blanchard.

6. ARTICLE 6--BLANCHARD'S OWNERSHIP IN MR. BRANCH'S WORK

6.1 Blanchard's Ownership. Mr. Branch agrees that all inventions, discoveries, improvements; trade secrets, formulas, techniques, processes, and know-how, whether or not patentable, and whether or not reduced to practice, that are conceived or developed during Mr. Branch's employment with Blanchard, either alone or jointly with others, or relating to Blanchard or to Blanchard's industry ("Blanchard's Work"), and any written record that Mr. Branch may maintain of Blanchard's Work, shall be owned exclusively by Blanchard. Mr. Branch hereby assigns to Blanchard, all of Mr. Branch's right, title, and interest, if any, in such intellectual property defined as Blanchard's Work. Mr. Branch shall furnish to Blanchard any and all such records pertaining to Blanchard's Work, immediately upon request.

6.2 Return of Blanchard's Property and Materials. Upon termination of employment with Blanchard, Mr. Branch shall deliver to Blanchard all Blanchard property and materials that are in Mr. Branch's possession or control, including Blanchard's Work, within five (5) calendar days.

6.3 Computer. Mr. Branch will be provided a computer for exclusive use for library business. No personal use of this computer is permitted.

7. ARTICLE 7-DISPUTE RESOLUTION AGREEMENT

7.1 In the event of any dispute, claim or controversy between Blanchard and Mr. Branch, both parties agree to initially submit such dispute, claim or controversy to nonbinding mediation, by a mediator mutually agreed upon by Blanchard and Mr. Branch within ten (10) calendar days of the request for mediation. If the parties cannot agree to a mutual mediator within the above-referenced time period one shall be appointed by JAMS. The disputes, claims and controversies to be submitted to mediation include, but are not limited to, claims arising from the California Constitution; Title VII of the Civil Rights Act of 1964 (42 USC §2000e); the California Fair Employment and Housing Act (Cal.Govt. Code §12900 et seq.); the Americans with Disabilities Act; the Age Discrimination in Employment Act (29 USC §§ 621-633a); the Older Workers' Benefit Protection Act; and claims of intentional infliction of emotional distress; breach of contract; breach of implied contract; or any other statute or common law principle of similar effect.

7.2 Either party may commence the non-binding mediation process called for in this Dispute Resolution Agreement by providing written notice upon the other party as set forth in paragraph 8.4 of this Agreement. The parties will then agree to submit the claim to a mediator mutually agreed upon by Blanchard and Mr. Branch. The parties will cooperate with one another and with the non-binding mediator, in selecting a mediator, and in scheduling the mediation.

7.3 Blanchard shall pay all of the fees and costs of the non-binding mediation and will pay for its own attorney's fees and will not request any fees or costs from Mr. Branch. Should Mr. Branch retain legal counsel, the cost of such legal counsel shall be the sole responsibility of Mr. Branch.

7.4 If the parties fail to resolve their dispute, claim or controversy in nonbinding mediation as set forth in paragraphs 7.1-7.3, above, then Blanchard and Mr. Branch agree to submit such dispute, claim or controversy to final and binding arbitration, by an arbitrator or association mutually agreed upon by Blanchard and Mr. Branch within 30 calendar days of dispute, claim or controversy not resolved in mediation. If the parties cannot agree to a mutual arbitrator within the above-referenced time period one shall be appointed by JAMS. The disputes, claims and controversies to be submitted to arbitration include, but are not limited to, claims arising from the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e); the California Fair Employment and Housing Act (Cal.Govt. Code §12900 et seq.); the Americans with Disabilities Act; the Age Discrimination in Employment Act (29 U.S.C. §§ 621-633a); the Older Workers' Benefit Protection Act; and claims of intentional infliction of emotional distress; breach of contract; breach of implied contract; or any other statute or common law principle of similar effect.

7.5 Either party may commence the arbitration process called for in this Dispute Resolution Agreement by first filing a demand upon the other party. The parties will then agree to submit the claim to the arbitrator or association mutually agreed upon by Blanchard and Mr. Branch within thirty (30) calendar days of the demand. Thereafter, the demand shall be filed

with the arbitrator or association mutually agreed upon. If the arbitration will be conducted by JAMS, the arbitration will be conducted in accordance with the provisions of JAMS' Comprehensive Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. If the arbitration is conducted by another arbitrator or association, the arbitration will be conducted in accordance with provisions set forth by such individual or organization, that are in effect at the time of filing the demand for arbitration. The parties will cooperate with one another and with JAMS, or another arbitrator or association, in selecting an arbitrator, and in scheduling the arbitration proceedings. The arbitrator will issue a written award discussing the facts and the law. The arbitrator shall have the authority to provide for all types of relief that would otherwise be available in court.

7.6 For purposes of the arbitration, the parties are entitled to file responsive pleadings, cross complaints, demurrers, motion to strike, motion for summary judgment pursuant to the California Rules of Civil Procedure Code and California Evidence Code. The parties are entitled to conduct discovery pursuant to the California Code of Civil Procedure.

7.7 Blanchard shall pay all of the fees and costs of the arbitration and will pay for its own attorney's fees and will not request any fees or costs from Mr. Branch. Should Mr. Branch retain legal counsel, the cost of such legal counsel shall be the sole responsibility of Mr. Branch.

7.8 Mr. Branch's Acknowledgment. By initialing in the space below you are agreeing to have all disputes, claims or controversies arising out of or relating to your employment decided by neutral arbitration, and you are giving up any rights you might possess to have those matters litigated in court or jury trial. By initialing in the space below you are giving up your judicial right to appeal. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under federal or state law. Your agreement to this arbitration provision is voluntary.

I have read and understand the foregoing and agree to submission of all disputes, claims or controversies arising out of or relating to this agreement to neutral arbitration in accordance with this agreement.

MILES BRANCH

BLANCHARD

7.9 Mr. Branch has been advised to seek the advice of an attorney regarding the legal effect of this agreement prior to signing it. Mr. Branch specifically acknowledges that Mr. Branch is entering into this agreement voluntarily and has not been coerced into signing the agreement.

8. ARTICLE 8 - MISCELLANEOUS

8.1 Severable Provisions. Should any provisions or parts of this Agreement be declared invalid, void or unenforceable, by a court of competent jurisdiction, the validity and

binding effect of any remaining portions shall not be affected and they shall remain in full force and effect as if this Agreement had been executed with said provision(s) or part(s) eliminated.

8.2 Governing Law. This Agreement is entered into in the State of California, and California law shall in all respects govern the validity, construction, and interpretation of this Agreement.

8.3 Entire Agreement. This Agreement, including any documents expressly incorporated into it by the terms of this Agreement, constitutes the entire agreement between the parties. This Agreement supersedes and rescinds any and all prior oral and written agreements, understandings, negotiations, and discussions relating to the employment of Mr. Branch by Blanchard. This Agreement may not be modified, supplemented or amended by oral agreement, but only by an agreement in writing signed by Blanchard and Mr. Branch.

8.4 Notice. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed received (i) when personally delivered, or, (ii) if mailed, one week after having been placed in the United States mail, registered, or certified, postage prepaid, addressed to the party to whom it is directed at the address listed below:

If to Blanchard:

Tim Hicks
President of the Board of Trustees
119 North 8th Street Santa Paula, CA 93060-2709
Telephone (805) 525-3615

If to Mr. Branch:

Miles "Ned" Edward Branch
PO Box 3272
Ventura, CA 93003
Telephone (213) 700-8850

For a party to change its address or other information for the purpose of this section, the party must first provide notice of that change in the manner required by this section.

9. ARTICLE 9 --RECEIPT OF AGREEMENT

Receipt of Agreement. Each of the parties hereto acknowledges that they have read this Agreement in its entirety and does hereby acknowledge receipt of a fully executed copy thereof. A fully executed copy shall be an original for all purposes, and is a duplicate original.

In witness whereof, the parties hereto have caused this Agreement.

ACCEPTED AND AGREED:

Date:

MILES BRANCH

Date:

BLANCHARD/SANTA PAULA PUBLIC LIBRARY DISTRICT

TIM HICKS
President, Board of Trustees

REGULAR MEETING OF JUNE 23, 2020

G(d) OLD BUSINESS: APPOINTMENT PROCESS FOR NEW TRUSTEE

Trustee Hicks has tendered his resignation effective June 30, 2020, which is less than 130 days prior to the next general election. Under Government Code Section 1780(d), the Board may either make an appointment to fill the vacancy or, in lieu of making an appointment, may call an election to fill the vacancy. If the Board elects to make an appointment, the district must post a notice in three or more conspicuous places in the district at least 15 days prior to making the appointment.

RECOMMENDATION: Staff recommends the Board decide whether to make an appointment or call an election to fill the vacancy and direct the District Director to take all required actions to implement that decision.

	MOVED	SECONDED	YES	NO	ABSTAIN	ABSENT
Coughlin						
Hicks						
Nasalroad						
Phillips						
Sandoval						

REGULAR MEETING OF JUNE 23, 2020
H(a) NEW BUSINESS: PROPOSAL FOR NEW WEBSITE

Staff interviewed and received proposals from three website developers.

More information will be sent Thursday.

RECOMMENDATION: Staff recommends awarding a contract for development of a new website and other services as specified in the amount of \$15,300 to Soho.Prospecting.

	MOVED	SECONDED	YES	NO	ABSTAIN	ABSENT
Coughlin						
Hicks						
Nasalroad						
Phillips						
Sandoval						

REGULAR MEETING OF JUNE 23, 2020

H(b) NEW BUSINESS: ELECTION OF BOARD PRESIDENT

Because the resignation of Trustee Hicks is effective as of June 30, 2020, the Board may choose that the Board Vice President, Trustee Nasalroad, will assume the duties of the President until the next election of officers, or the Board may choose to elect a new President.

RECOMMENDATION: None

REGULAR MEETING OF JUNE 23, 2020
I(d) REPORTS: DISTRICT DIRECTOR'S REPORT

Status of library operations as a result of state and county health orders regarding mitigation of COVID 19/