

Mt. Shasta Library Tax Advisory Committee Special Meeting Agenda

Mt. Shasta Library – 515 East Alma Street
Thursday, May 26, 2016; 2:00 p.m.

“Our mission is to maintain the character of our “small town” community while striking an appropriate balance between economic development and preservation of our quality of life. We help create a dynamic and vital City by providing quality, cost-effective municipal services and by forming partnerships with residents and organizations in the constant pursuit of excellence.”

Page	Item
	1. Call to Order and Flag Salute
	2. Roll call
	3. Approval of Minutes:
	<p>4. Public Comment:</p> <p>This is an opportunity for members of the public to address the Committee on items within the jurisdiction of the Committee and not listed on the agenda. The public will have an opportunity to comment on any agenda item during Committee discussion of that item. The Committee may ask questions but may take no formal action on items addressed during the Public Comment period. The Committee reserves the right to limit the length of individual comments. If you desire a written response, please provide your mailing address.</p>
Page 2	5. Approve Library Budget Recommendation for Council Appropriation
Page 3-11	6. Approval of Contract Services for the Mt. Shasta Library
Page 12-14	7. Approval of Draft Minutes of May 19, 2016 and Discussion Regarding Minutes Format
	<p>8. Future Agenda Items/Comments by Committee Members:</p> <p>At this time, members of the Committee may ask questions of staff, request that reports be made at a later date, or ask to place an item on the agenda, on any subject within the Committee’s jurisdiction. In addition, the members may take this opportunity to make comments on any topic which is not on this agenda, provided however, that no deliberation may be conducted, and no decision may be made on such topics.</p>
	<p>9. Adjourn: The next regular meeting is scheduled for October 20, 2016</p> <p>Availability of Public Records: All public records related to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at City Hall located at 305 North Mt. Shasta Blvd., Mt. Shasta, CA at the same time the public records are distributed or made available to the members of the legislative body. Agenda related writings or documents provided to a majority of the legislative body after distribution of the Agenda packet will be available for public review within a separate binder at City Hall at the same time as they are made available to the members of the legislative body.</p> <p>The City of Mt. Shasta does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or provision of services. In compliance with the Americans with Disabilities Act, persons requiring accommodations for a disability at a public meeting should notify the City Clerk or Deputy City Clerk at least 48 hours prior to the meeting at (530) 926-7510 in order to allow the City sufficient time to make reasonable arrangements to accommodate participation in this meeting</p>

Item	city ledger	budget	actual	notes
contract services for personnel	7110	120000		2017-18 \$130,000
Executive Director		47476		salary
Library Staff		56160		10 hrs/day X 6= 60/wk=3120 X18=56160 included in 120000
Program/Other		5616		6hr/wkX18X52=5616 included in 120000
workers comp estimated expenses		10748		included in 120000
administrative fee		3000		120000X2.5%=3000
Training/Profesional Dev	7100	2500		city to reimburse for expenses submitted
Programming/Consultant	7100	1500		city to reimburse for expenses submitted
TOTAL CONTRACT AMOUNT		124000		excl admin 2.5%, as this calculated on actuals in contract
2017/18 this goes up 10k to \$134,000				
Professional services	7100			
Outside providers		7500		Outside service providers
Internet		1296		included in 7500
snow removal		3000		included in 7500
Programming/other		6000		Night program staffing/programs/other professional sevice
Training/Profesional Dev		2500		Training for staff or other professional services
Insurance	7200	1500		score
property tax	7280	63		
Building Maintenance	7470	10500		janitorial(6000),deep clean(1500),windows,hvac,plumb
grounds maintenance	7475	200		lawn, outside
materials and supplies	7710	1500		included in 5000
Janitorial supplies	7770	500		included in 5000
Miscellaneous supplies	7790	3000		included in 5000
Total Materials and Suplies		5000		
special department expenses	7990	7500		books, library materials, program material, digital subscriptions
Capital Outlay for Building	8801	10,500		restroom repairs, wall, ceiling, windows, paint, sidewalks, etc
City Admin Fee	9801	5000		pays for city admin and assistance
Technology Account topoff		2500		estimate, technology fund to \$10,000 each year
Total Budget(Bold items)		<u>185,763</u>		
Building Fund Transfer		250000		Special Designated Fund to be setup for building expansion
Total Appropriation potential		<u>435,763</u>		

**PROFESSIONAL SERVICES AGREEMENT
FOR LIBRARY MANAGEMENT SERVICES
BETWEEN THE CITY OF MT. SHASTA
AND COMMUNITY STAFFING SERVICES, LLC**

THIS AGREEMENT is entered into June 13, 2016, between the City of Mt. Shasta ("City") and Community Staffing Services, LLC ("Contractor") for the purpose of providing Library Management and Staffing.

1. RETENTION OF CONTRACTOR

During the term of this agreement, the City retains Contractor to provide management and oversight services, to include staffing, planning and budgeting, and coordinating and advising, for the City of Mt. Shasta's operation of the Mt. Shasta Branch Library as more completely detailed in Exhibit A which is attached and made a part hereof. Contractor agrees to provide City with the names and qualifications of all key personnel involved in the implementation of this Agreement and to obtain the consent of Library Tax Advisory Committee(hereafter LTAC) for any changes in key personnel. The Contractor agrees to provide such services according to the following terms.

2. TERM OF AGREEMENT

The term of this agreement shall be from July 1, 2016 through June 30, 2018 unless sooner terminated as provided below. Contract will continue on a month to month basis after June 30, 2018 or until a new contract is completed for library management services.

3. COMPENSATION

Compensation to the Contractor shall be an amount not to exceed One hundred and Twenty Four Thousand dollars (\$124,000) for the fiscal year July 1, 2016 through June 30, 2017. Compensation for fiscal year July 1, 2017 through June 30, 2018 shall be One hundred and Thirty Four Thousand dollars(\$134,000) In the event, that such compensation shall not be determined by July 1, 2018, Contractor shall continue to be compensated at the current rates. The Executive Director Salary shall be Forty Seven Thousand and Four Hundred and Seventy Six dollars per annum(\$47,476)

Contractor will keep accounting records for all expenditures incurred in the implementation of this Agreement and shall provide such records to the City upon request. Contractor shall be entitled to a margin of two and one half percent (2.5%) for all expenditures incurred in the implementation of the Agreement for overhead. Contractor shall not subcontract for services without first receiving the written approval of the City.

4. BILLING AND PAYMENT

Within ten days after end of each month, Contractor shall submit to the City's Director of Finance an itemized statement of services rendered and expenses incurred for that month. City shall make payment for each following month based on the statement of expenses submitted for the second month prior.

5. TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the City, or if Contractor fails to fulfill in a timely and professional manner, his/her obligations under this Agreement, or if Contractor violates any of the terms or provisions of this agreement, then City shall have the right to terminate this agreement by providing thirty (30) days written notice thereof to Contractor, during which time Contractor may correct any such breach.

Either party may terminate this agreement on ninety (90) days' written notice. City shall pay Contractor for all work satisfactorily completed as of the date of notice, and any additional work mutually agreed to prior to the effective date of termination.

It is recognized by both parties that City's funding for the Agreement is dependent upon a Transactions and Use Tax approved by the electorate of the City of Mt. Shasta. Such funding is variable and could be withdrawn by the electorate. It is agreed that City may initiate renegotiation of this agreement, should the City's funding cease or be materially decreased. In such event, City shall pay Contractor under the original terms, for all work satisfactorily completed as of the date of notice, and any additional work mutually agreed upon during the period of renegotiation.

6. ENTIRE AGREEMENT: MODIFICATION

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

7. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, subcontract, or sublet any interest herein without the prior written consent of City.

8. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow

City to exercise discretion or control over the professional manner in which Contractor perform the services which are the subject matter of this agreement, except as provided herein. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government which would be withheld from compensation if Contractor were a City employee. City shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under City's workers compensation insurance plan nor shall Contractor be eligible for any other City benefit.

9. INDEMNIFICATION

Contractor shall hold harmless and indemnify the City, its elected officials, officers, employees, and designated agents against any and all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any persons or persons' bodily injury, including death, or property being damaged by Contractor or any person employed by Contractor or in any capacity during the progress of the work whether by negligence or other wrongful conduct. Contractor shall also indemnify City against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against the City with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments.

10. INSURANCE

Requirements. Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by Contractor, its agents, representatives, employees or sub-Contractors. All policies shall be subject to approval by the City General Counsel to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager of the City.

Minimum Limits of Insurance: Contractor shall maintain limits no less than:

- a) Comprehensive General Liability of \$1,000,000 combined single limit per occurrence and \$2,000,000 general aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- c) Professional Liability of \$1,000,000 limit for claims arising out of professional services caused by the Contractor's errors, omissions, or negligent acts.
- d) Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

Deductibles and Self-Insured Retentions: Any deductibles or self insured retentions must be declared to and approved by the City.

Other Insurance Provisions: This policy is to contain, or be endorsed to contain, the following provisions:

a) General Liability and Automobile Liability Coverage.

1. The City, its officials, employees, agents and volunteers are to be covered as insured's as relates to liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents or volunteers.
2. The Contractor's insurance coverage shall be primary noncontributing insurance as relates to any other insurance or self-insurance available to the City, its officials, employees, agents or volunteers. Any insurance, or self insurance maintained by the City, its officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents or volunteers.
4. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
6. The insurer agrees to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses arising from work performed by the Contractor for the City.
7. All endorsements to policies shall be executed by an authorized representative of the insurer.

b) Workers Compensation Coverage. The insurer will agree to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses arising from work performed by the Contractor for the City.

c) Unemployment & Disability Insurance Coverage. Contractor agrees to provide all employees unemployment and disability insurance coverage as governed by State law.

d) All Coverage.

1. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days prior written notice by first class mail, postage prepaid, has been given to the City, ten (10) days written notice if cancellation is due to nonpayment of premium.
2. Policies shall have concurrent starting and ending dates.
3. Insurance shall be provided by an insurer with an A.M. Best Rating of at least A VII.

Verification of Coverage. Contractor shall furnish the City with certificate of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the City prior to execution of this Agreement by the City. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage. Contractors shall include all sub-Contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-Contractor. All coverage for sub-Contractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.

11. **DISPUTE RESOLUTION**

a. Disputes Subject to Mediation and Arbitration: Except as otherwise provided in this contract, any dispute between the parties arising out of this contract or relating to the interpretation and enforcement of their rights and obligations under this contract shall be resolved solely by mediation and arbitration in accordance with the provisions of of this contract.

b. Initial Mediation: With respect to any dispute between the parties that is to be resolved by arbitration as provided in Paragraph 11(c), the parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. Within 5 days of the request of any party, the requesting party shall attempt to employ the services of a third person mutually acceptable to the parties to conduct such mediation within 5 days of his appointment. If the parties are unable to agree on such third person, or, if on completion of such mediation, the parties are unable to agree and settle the dispute, then the dispute shall be referred to arbitration in accordance with Paragraph 11(c).

c. Arbitration: Any controversy or claim arising out of or relating to this contract, or the breach thereof, where the amount in controversy does not exceed \$50,000, shall be settled by arbitration in accordance with California Code of Civil Procedure section 1280

et seq., and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding this arbitration clause, any party to this agreement may seek interim equitable relief from a court in Siskiyou County. Any such arbitration shall be held and conducted in Siskiyou County, California, before one arbitrator, who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of an arbitrator within 15 days, then either party may petition the Siskiyou County Superior Court to appoint an arbitrator.

The provisions of the California statutes governing contract arbitration shall apply and govern such arbitration, subject, however, to the following:

(i) Any demand for arbitration shall be in writing and must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute, or other matter would be barred by the applicable statute of limitations.

(ii) The arbitrator appointed must be a former or retired judge or attorney with at least 10 years experience in real property and commercial matters, or nonattorneys with like experience in the area of dispute.

(iii) Final decision by the arbitrator must be made within 90 days from the date the arbitration proceedings are initiated.

(iv) The prevailing party shall be awarded reasonable attorneys' fees, expert and nonexpert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator for good cause determines otherwise.

(v) Costs and fees of the arbitrator shall be borne by the non-prevailing party, unless the arbitrator for good cause determines otherwise.

(vi) The award or decision of the arbitrator, which may include equitable relief, shall be final and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.

(vii) The provisions of Title 9 of Part 3 of the California Code of Civil Procedure, including Section 1283.05, and successor statutes, permitting expanded discovery proceedings shall be applicable to all disputes which are arbitrated pursuant to this paragraph.

(viii) Notwithstanding the foregoing, if a written offer of compromise made by either party is not accepted by the other party within thirty (30) days after receipt and the party not accepting such offer fails to obtain a more favorable judgment, the non-accepting party shall not be entitled to recover its costs (as defined in CCP §1033.5) of suit and reasonable attorney's fees (even if it is the prevailing party) and shall be obligated to pay the costs of suit and reasonable attorney's fees incurred by the offering party after the date such written offer is made.

d. Large Amounts: Disputes involving amounts in excess of \$50,000 shall be resolved in such court as has proper jurisdiction.

e. Attorney's Fees: The prevailing party shall be awarded reasonable attorneys' fees, expert and nonexpert witness costs and expenses, and other costs and expenses incurred in connection with the litigation, unless the Court for good cause determines otherwise.

12. NON-DISCRIMINATION

Contractor will not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, national origin, sex, age, marital status or physical or mental handicap.

IN WITNESS WHEREOF the parties have executed this Agreement on the date shown on the first page of this Contract.

CITY OF MT. SHASTA

**COMMUNITY STAFFING
SERVICES, LLC**

Paul Eckert, City Manager

Courtney Lavery, Owner

ATTEST:

APPROVED AS TO FORM:

Kathryn Wilson
Deputy City Clerk

John S. Kenny,
City Attorney

EXHIBIT "A"

1. MANAGEMENT AND OVERSIGHT

Responsibilities include supervising the overall operation and services of the Mt. Shasta Branch Library; supervising and/or performing a variety of patron and circulation assistance services; coordinating library events and programs any volunteer groups; supervising and responsibility for building security and cleaning of the facility services provided by City; assisting with compiling information for statistical summaries and reports; assisting the City in the preparation of the Branch Library operating budget; and performing a variety of reporting, correspondence, and management tasks; and acting as a liaison with the City's Library Tax Advisory Committee. The City maintains the Library building and facility and Contractor will coordinate maintenance needs with the City Public Works Department.

2. STAFFING

Contractor will coordinate hours of operation with the City, but it is anticipated that no less than six hours per day, six days a week of public availability will be provided. Contractor will provide at least one person with Branch Library Assistant or Library Technician skill level on site and available during the Library operating hours.

Staff members shall be capable of the following tasks:

- Assure the smooth and efficient operation of a county branch library.
- Train and supervise other branch staff and volunteers.
- Work cooperatively with Friends of the Library, the City of Mount Shasta, the County Library and other local libraries.
- Provide circulation and basic reference service and assists visitors in the use of the library's equipment and other services.
- Assist in the branch implementation and use of the County Library's infrastructure "backbone" services.
- Develop information handouts, webpage updates, posters, and public information releases regarding branch library policies, services and special events.
- Monitor expenditures, maintain required branch statistics, and prepare reports as needed.

Essential Functions to be provide include but are not limited to: answering questions; checking out materials for circulation; issuing library cards; collecting monies for overdue and damaged books and media; receiving and transmitting patron requests for books, media, and information; finding and reserving books and media for circulation; assigning work to volunteers groups; compiling information for statistical summaries and reports; packing and unpacking shipments of materials, notifying patrons of special orders received; reshelving returned material; preparing periodicals for patron use; assisting with reference services; obtaining detailed information about patrons' reference requests and needs; instructing patrons in the use of Library resources and Library rules and procedures; maintaining account records of monies collected; and performing other duties related to the day to day operations of the library.

3. PLANNING

The Contractor or its key personnel will work with the Library Tax Advisory Committee to develop an operational budget for the Library that includes day to day operations and long term maintenance and possible expansion of the physical facility and services.

4. ADVISORY SERVICES AND COORDINATION

The Contractor and its key personnel shall make their knowledge available as a liaison to the Library Tax Advisory Committee on the technical aspects of library operations and services. The Contractor will coordinate interaction with the Siskiyou County Librarian and the County-provided backbone services and report to LTAC on issues that affect the Library.

5. ADDITIONAL CONTRACTUAL SERVICES AND AGREEMENTS NEGOTIATED

- A. Contractor will issue a quarterly report to LTAC that will include most recent budget actuals verses forecast and other library metrics and information to be jointly developed
- B. Contractor will produce a needs assessment document for the building improvement
- C. Contractor will do an assessment of current programs and present a plan for which programs to offer and the total quantity in days of all programs will be 10% greater for each additional year than the existing program services
- D. The Contractor will attend LTAC, LTAC subcommittees, library council, and other LTAC requested meetings or events
- E. Contractor will develop a short and long term building capital improvement plan with LTAC and the City Public Works Director and Director of Finance.
- F. Until Policy and Procedures are in place for spending of appropriated dollars, LTAC, or designated oversight committee member, will approve all noncontract spending. The Oversight Committee will develop this process and approval.
- G. Contractor will analyze existing library patrons and usage patterns. Take best practices and research from other libraries and help develop a path forward for our library services and building expansion.

**MT. SHASTA LIBRARY TAX ADVISORY COMMITTEE
DRAFT MINUTES
MT. SHASTA LIBRARY
515 East Alma Street
Thursday, May 19, 2016, 1:00 PM**

“Our mission is to maintain the character of our small town community while striking an appropriate balance between economic development and preservation of our quality of life. We help create a dynamic and vital City by providing quality, cost-effective municipal services and by forming partnerships with residents and organizations in the constant pursuit of excellence.”

1. Call to Order

The meeting was called to order by Chairman Dennis Johnson at 1:14 P.M.

2. Roll Call:

Present: Chair Dennis Johnson, Evelyn Callas, Barbara Wagner, Dean Whetstine

Absent: Michael Murray (arrived at 2:18 PM)

Also present:

Geoff Harkness, City Council Representative to LTAC

Terry Thompson, Librarian

Courtney Laverty, Library Operations Manager

John Cumming, Technology Committee

Muriel Howarth Terrell, City Finance Officer

Cheryl Bauer, vice-president, Friends of the Library Board

Joan Roemer, Ex-Board member, Friends of the Library

3. Review and Approval of Minutes:

Tabled until arrival of Michael Murray

4. Public Comment: This is an opportunity for members of the public to address the Committee on items within the jurisdiction of the Committee and not listed on the agenda. The public will have an opportunity to comment on any agenda item during Committee discussion of that item. The Committee may ask questions but may take no formal action on items addressed during the Public Comment period. The Committee reserves the right to limit the length of individual comments. If you desire a written response, please provide your mailing address.

No comment was offered.

5. Introduction of New Board Members and Election of New Officers

Chairman Johnson introduced new members Barbara Wagner and Dean Whetstine and returning member Evelyn Callas. Michael Murray was nominated for Chair by Evelyn Callas, seconded by Barbara Wagner. There were no further nominations. The vote was aye 4, opposed 0, absent 1. Dennis Johnson was nominated for Vice-Chair by Evelyn Callas, seconded by

Barbara Wagner. There were no other nominations. The vote was aye 3, opposed 0, absent 1. Vice-chair Johnson continued the meeting.

6. Discussion and Possible on the Library Budget:

Secretary Callas presented a draft budget prepared at the request of the committee. This budget was based on projected costs for services as if the Friends of the Library were continuing the management. It was recognized that the Friends have not applied to renew their operation contract and that expenditures can be expected to be different from those proposed by a new management. The budget will be discussed further and revised during contract negotiations. Muriel Terrell agreed with the data regarding general expenditures. Her estimate of revenue is higher than that of 2015-2016. The balance in the bank is now approximately \$370,000. Muriel Terrell clarified the category "Board Designated Fund Balance" (line item number 3910.00) which specifies use of monies in that category. The only present Board Designated Fund Balance is for Technology and is funded with \$10,000.00. Muriel Terrell explained that a Board Designated Fund Balance stays in the Equity account until the end of the year when she replenishes it with money from the budget surplus. Finance Officer Terrell says disbursement from such a fund is not permitted for a different purpose without approval from LTAC. The City Council could over-rule this designation.

Dennis Johnson moved to create a Board Designated Fund Balance for Building Expansion to contain \$250,000.00. Evelyn Callas seconded the motion. The vote was aye 4, absent 1. Chair Johnson reviewed the advantages of planning building expansion on a debt-free basis.

7. Discussion on Library RFP, appoint negotiation team and Operation Committee member

Chair Johnson announced that the City received one proposal in response to the published RFP. The proposal was submitted by Courtney Laverty, owner of Community Staffing Solutions, LLC. A negotiation team was formed to put together the terms of a contract with Ms. Laverty's company.

A general discussion of goals and performance evaluations with respect to the RFP and contract brought forth plans to request the Operation Committee (later re-named the Oversight Committee) to set goals, to bring the goals to the LTAC/Board for ratification, and to report on the fulfillment of those goals. Michael Murray recommended that goals be addressed during negotiations with the applicant and brought back as addenda to the contract. It was noted that the contract was for one year, not automatically renewed; forming another mechanism for assuring quality of management. It was recognized that the expectations should be provided to the contractor but that the methods used to fulfill them are up to the contractor and will not be the LTAC's or the Oversight Committee's responsibility.

The negotiation team appointed was: Michael Murray and Dennis Johnson. Muriel Terrell was asked to join them.

Michael Murray was nominated as the LTAC member of the Oversight Committee by Dennis Johnson, seconded by Barbara Wagner. The vote was unanimous aye. The Friends of the Library member of the Oversight Committee will be chosen at the June 2, 2016 meeting of the Board of the Friends.

The negotiation team will report to a meeting of the LTAC on May 26, 2016 at 2:00 PM in the Board room of the school district. The agenda will include acceptance of the contract and of the 2016-2017 budget.

8. Discussion about Library goals, mission, values and strategy—possibly assign subcommittee

Member Wagner expressed the need to improve the library mission statement. Member Johnson wants to reignite the building program. He is interested in forming a committee of diverse community members to proceed. Member Whetstine expressed his experience that providing the community with actual plans, such as scale models, can rapidly bring forth opinions and consensus regarding needs and uses. Chair Murray offered to form a committee with Member Wagner to visit other libraries to assess their ideas, missions, values and experience with contracting managers. Chair Murray asked Member Johnson to form a community committee to revitalize the physical building planning. Member Callas recommended proceeding with feasibility studies to determine what and how much can be built and how parking can be accommodated.

Chair Murray asked Courtney Laverty to consider studies to define the segments of the population that are library patrons, their needs, desires and use of the library.

9. Review and Approval of the Draft Minutes of October 25, 2015 and email vote

The minutes required a correction in item 9. The second Internet connection was obtained from Snowcrest, not Northland Cable. The minutes were approved as corrected.

10. Appointment of LTAC Board Secretary

Evelyn Callas was appointed secretary by Chair Murray.

11. Future Agenda Items/Comments by Committee Members:

The meeting on May 26, 2016 will start at 2:00 in the School District Board room, adjacent to the Library. The agenda will include ratification of the 2016-2017 budget and management contract.

12. Adjourn.

The meeting was adjourned at 3:00 P.M. by consensus.

13. Next meeting:

Thursday, May 26, 2016 at 2:00 P.M.

Next regular meeting: Thursday, October 20, 2016 at 1:00 P.M.

Submitted by Evelyn Callas, Secretary

Availability of Public Records: All public records related to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at City Hall located at 305 North Mt. Shasta Blvd., Mt. Shasta, CA at the same time the public records are distributed or made available to the members of the legislative body. Agenda related writings or documents provided to a majority of the legislative body after distribution of the Agenda packet will be available for public review within a separate binder at City Hall at the same time as they are made available to the members of the legislative body.

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