



## Staff Report

June 12, 2018

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**TO:** Honorable Mayor and Town Council  
**FROM:** Sean Rabé, Town Manager  
**DATE:** June 3, 2018  
**RE:** Library Operations Contract Amendment with the Friends of Library, Loomis

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### **Recommendation**

Staff recommends approval of the attached contract amendment with Friends of the Library, Loomis, and authorization for the Town Manager to sign said amendment, for the operation of the Loomis Library.

### **Issue Statement and Discussion**

As the Council knows, Placer County announced the closure of the Loomis Branch Library in February 2014. That action led to significant public outcry and concern, which eventually culminated in the Town taking several actions intended to save the Town's library. Those actions included entering into a 10-year lease of the actual library building (June 2016) and the successful passage of a 1/4-cent sales tax measure, intended to fund the operation of the Library.

Beginning July, 2016, the Library was operated by the Friends of the Library, Loomis (Friends), through a Memorandum of Understanding that was anticipated to expire in December, 2016. The Town extended that MOU on several occasions, with the last extension running through the end of July, 2017. The Town entered into a formal one-year contract with the Friends to operate the Library in August, 2017. That contract is now up for renewal.

Staff has prepared a simple contract amendment which extends the term of the contract for an additional year and increases the compensation amount to \$250,000 (which is included in the fiscal year 2018/19 budget). All other terms of the contract remain the same.

The Library Board will provide an annual report to Council at the July 9 Council meeting.

### **CEQA Requirements**

There are no CEQA issues.

### **Financial and/or Policy Implications**

Approval of the attached contract amendment continues the contractual relationship between the Town and the Friends of the Library, Loomis (Friends), including the financial relationship between the two. The fiscal year 2018/19 Town of Loomis Annual Budget includes \$250,000 for library operations (which is the same amount as the amended operations contract). This funding is anticipated to derive from the sales tax measure passed in the 2016 General Election.

### **Attachments**

- A. Contract Amendment
- B. Original Contract, including Exhibit A (Scope of Work) and Exhibit B (Library Board Business Plan dated April 13, 2017)

**Amendment No. 1  
to the Professional Services Contract  
between the Town of Loomis and Friends of the Library, Loomis  
Dated August 8, 2017**

This Amendment No. 1 to the Professional Services Contract between the **Town of Loomis** ("Town") and Friends of the Library, Loomis ("Friends") which was entered into on August 8, 2017, is made and entered into this 12th day of June, 2018 (the "Effective Date").

**RECITALS**

**WHEREAS**, the Town and Friends entered into the August 8, 2017 Professional Services Contract ("Contract"), to retain Friends for operations and library management services for the Loomis Library; and

**WHEREAS**, the Town and Friends now desire to approve an amendment to the Contract to increase the total allowable compensation under the Contract to \$250,000 and to extend the term of said contract for one year, with an expiration date of June 30, 2019.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** by parties hereto to amend said Contract as follows:

- I. Amendment. Section 1 of the Contract is hereby amended by replacing the contract expiration date of June 30, 2018 with June 30, 2019.
- II. Amendment. Section 2 of the Contract is hereby amended by replacing the compensation amount of \$200,000 with \$250,000.
- III. Remaining Terms Unaffected:

Except as expressly provided herein, nothing in this Amendment No. 1 shall be deemed to waive or modify any of the other provisions of the Contract. In the event of any conflict between this Amendment No. 1 and the Contract, the terms of this Amendment shall control.

**IN WITNESS WHEREOF** the parties hereto have executed this Amendment No. 1 as of the Effective Date.

**Town of Loomis**

**Friends of Library, Loomis**

By: \_\_\_\_\_  
Rhonda Morillas, Mayor

By: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Jeffrey Mitchell, Town Attorney

Attest:

By: \_\_\_\_\_  
Charleen Strock, Town Clerk

**PROFESSIONAL SERVICES AGREEMENT FOR LIBRARY MANAGEMENT  
SERVICES BETWEEN THE TOWN OF LOOMIS AND FRIENDS OF THE LIBRARY,  
LOOMIS**

This Agreement is entered into as of August 8, 2017, by and between the **Town of Loomis**, a California municipal corporation ("Town") and **Friends of the Library, Loomis**, a California non-profit corporation ("Contractor") for the purpose of providing Library management and staffing for the Loomis Library and Community Learning Center.

**RETENTION OF CONTRACTOR**

During the term of this Agreement, the Town retains Contractor to provide management and oversight services, to include staffing, planning and budgeting, and coordinating and advising, for the Town of Loomis' operation of the Loomis Library as more completely detailed in Exhibit A which is attached and made a part hereof. Contractor's duties are further detailed in the Town of Loomis Library Board of Directors' (Library Board) Business Plan, dated April 13, 2017, and as approved by the Loomis Town Council on June 13, 2017, which is attached as Exhibit B and made a part hereto.

Contractor agrees to provide the Town with the names and qualifications of all key personnel involved in the implementation of this Agreement and to obtain the consent of the Library Board for any changes in key personnel. The Contractor agrees to provide such services according to the following terms.

**1. TERMS OF AGREEMENT**

The term of this Agreement shall be from August 8, 2017 through June 30, 2018 unless sooner terminated as provided below.

**2. COMPENSATION**

A. Compensation to the Contractor shall be an amount not to exceed two-hundred thousand dollars (\$200,000) for the fiscal year July 1, 2017 through June 30, 2018. Compensation for subsequent fiscal years shall be determined by the Town Council upon the recommendation of the Town of Loomis Library Board of Directors by April 1 of subsequent fiscal years. In the event that such compensation shall not be determined by April 1 of the preceding fiscal year, Contractor shall continue to be compensated at the current rates for an additional three months. Any determined increases in compensation will be retroactive to July 1st unless other arrangements are mutually agreed to by both parties.

B. Contractor will keep accounting records for all expenditures incurred in the implementation of this Agreement and shall provide such records to the Town upon request. Contractor shall not subcontract for management services without first receiving the written approval of the Town.

**3. BILLING AND PAYMENT**

Within 10 days of end of each month, Contractor shall submit to the Town's Director of Finance a statement of services rendered and expenses incurred for that month. Town shall make payment based on the statement of expenses as soon as possible, but not longer than 60 days after submittal of the statement of expenses. The Town shall advance two-twelfths (2/12ths) of the contract amount on July 1.

#### **4. TERMINATION OF AGREEMENT**

A. If Contractor fails to perform its duties to the satisfaction of the Town, or if Contractor fails to fulfill in a timely and professional manner, its obligations under this Agreement, or if Contractor violates any of the terms or provisions of this Agreement, then the Town 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.

B. Either party may terminate this Agreement on ninety (90) days' written notice. The Town 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.

C. It is recognized by both parties that the Town's funding for the Agreement is dependent upon a Transactions and Use Tax approved by the electorate of the town of Loomis. Such funding is variable and could be withdrawn by the electorate. In addition, because the Tax is a "general tax", under California law the Tax can be used by the Town for any public purpose (per California law). It is agreed that the Town may initiate renegotiation of this Agreement, should the Town's funding cease or be materially decreased. In such event, the Town 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.

#### **5. 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.

#### **6. NON-ASSIGNMENT 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 the Town.

#### **7. 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 the Town to exercise discretion or control over the professional manner in which Contractor performs 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 or its employees were Town employees. The Town shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Neither Contractor nor its employees shall be eligible for coverage under the Town's workers compensation insurance plan, nor shall Contractor or its employees be eligible for any other Town benefit.

## **8. INDEMNIFICATION**

Contractor shall hold harmless and indemnify the Town, 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 the Town against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against the Town with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or Income tax withholding payments.

## **9. 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 Town Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Town Manager.

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. 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 Town.

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 Town, its officials, employees, agents and volunteers are to be covered as insureds 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 Town, 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 Town, its officials,

employees, agents or volunteers. Any insurance, or self-insurance maintained by the Town, 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 Town, 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 Town, its officials, employees, agents and volunteers for losses arising from work performed by the Contractor for the Town.

(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 Town, its officials, employees, agents and volunteers for losses arising from work performed by the Contractor for the Town.

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 Town, 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 Town 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 Town prior to execution of this Agreement by the Town. The Town 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.

## **10. 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 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/her 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 Placer County. Any such arbitration shall be held and conducted in Placer 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 Placer 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 non-attorneys 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 attorney's fees, expert and non-expert 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 an 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 attorney's fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the litigation, unless the Court for good cause determines otherwise.

#### 11. NON-DISCRIMINATION

Contractor will not discriminate in employment practices or in the delivery of services on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

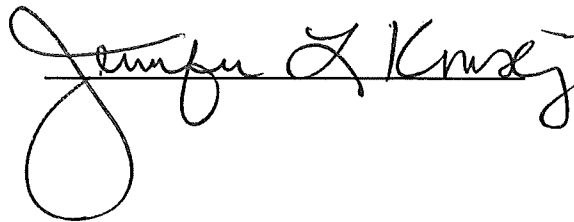
**IN WITNESS WHEREOF** the parties have executed this Agreement on the date shown on the first page of this Agreement.

**Town of Loomis,**  
a California municipal corporation



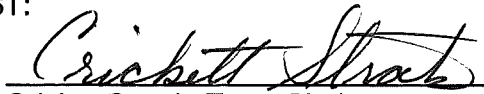
Sean Rabé, Town Manager

**Friends of the Library, Loomis**  
a California non-profit corporation




ATTEST:

By:

  
Cricket Strock, Town Clerk

APPROVED AS TO FORM:

  
Jeffrey Mitchell, Town Attorney



## **EXHIBIT A**

### **1. MANAGEMENT AND OVERSIGHT**

The Loomis Town Council has delegated authority for the management and oversight of the Library and its operations to the Town of Loomis Library Board of Directors (Library Board). Contractor shall report to the Library Board in all matters relating to this Agreement and to the operation of the Library. The Library Board shall make recommendations to the Town Council as appropriate to manage the ongoing operations of the Library. Contractor's responsibilities shall include supervising the overall operation and services of the Loomis 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 ; assisting with compiling information for statistical summaries and reports; assisting the Town in the preparation of the Library operating budget; and performing a variety of reporting, correspondence, and management tasks; and acting as a liaison with the Library Board. The Town maintains the Library building and facility and Contractor will coordinate maintenance needs with the Town Public Works Department.

### **2. STAFFING**

Contractor will coordinate hours of operation and scheduling to a mutually-agreeable level of service with the Town

Library management staff shall be capable of the following tasks:

- Assure the smooth and efficient operation of a library.
- Train and supervise other Library staff and volunteers.
- Work cooperatively with Friends of the Library, the Library Board, the Town of Loomis, and other local libraries as necessary.
- Provide circulation and basic reference service and assists visitors in the use of the library's equipment and other services.
- Develop information handouts, webpage updates, posters, and public information releases regarding municipal library policies, services and special events.
- Monitor expenditures, maintain required library statistics, and prepare reports as needed.

Essential Functions to be provided 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 Board 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 Board on the technical aspects of library operations and services. The Contractor will coordinate interaction with any other libraries as necessary and report to Library Board on issues that affect the Library.

### **5. ADDITIONAL CONTRACTUAL SERVICES AND AGREEMENTS NEGOTIATED**

- A. Contractor will issue a quarterly report to the Library Board and the Town's Finance Director that will include most recent budget actuals versus 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 of all programs will be 10% greater for each additional year than the existing program services.
- D. The Contractor will attend Library Board, and other requested meetings or events.
- E. Contractor will develop a short and long term building capital improvement plan with the Library Board and the Town Public Works Director and Director of Finance.
- F. The Contractor shall follow all purchasing policies as required by the Town of Loomis.
- G. Contractor will analyze existing library patrons usage patterns and will analyze and apply best practices and research from other libraries and help develop a path forward for library services and building expansion.
- H. The Community Engagement Librarian will maintain all contracts and records for the library.

### Findings of Fact

The Town Council hereby awards a sole source contract to the Friends of the Loomis Library for the operation of the Loomis Library as detailed in the proposed contract, waiving the bidding process in accordance with Municipal Code Section 3.12.110.C, in accordance with the following findings:

1. The voters of the Town of Loomis have taken significant steps towards funding and operating the Loomis Library, including passage of a Sales Tax initiative and an accompanying Advisory Measure affirming the voters' desire to fund and operate the Library;
2. The Town Council has furthered the process by appointing a governing Board of Directors to develop ongoing operations plans and to oversee the operation; and by providing for temporary operations through a Memorandum of Understanding between the Town and the Friends of the Library, Loomis (Friends);
3. Contract Library Operation services are not widely available, and a conventional Request for Proposal process would not likely result in competitive proposals;
4. The Friends have been operating the Library on a limited basis under the current Memorandum of Understanding and have provided a Proposal for the provision of expanded services on an ongoing basis;
5. The Town Council approved the Friends' Proposal and directed staff and the Library Board to complete a contract with the Friends and return it to the Council for adoption;
6. The Friends of the Library, Loomis are uniquely qualified and uniquely situated to provide ongoing services, including coordination of a significant volunteer component.

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- H. The Community Engagement Librarian will maintain all contracts and records for the library.

## EXHIBIT B

April 13, 2017

To: Town of Loomis Library Board

From: Friends of the Loomis Library

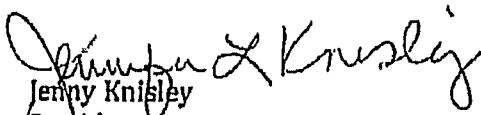
Re: Loomis Library and Community Learning Center Operations Proposal

Per the Town of Loomis Library Board's request at their April 10, 2017 meeting, this correspondence is to act as formal notification of the Friends of the Loomis Library's ("Friends") intent to enter into an agreement with the Town of Loomis to operate the Loomis Library and Community Learning Center ("Library") for the period of one year, to be renewable on a yearly basis.

Please accept the business plan which was submitted at the March 27, 2017 Library Board meeting as our proposal for the operation of the Library for your consideration. The business plan identifies our vision, operating budget, and scope of services we intend to provide for the Library to be under the direction of a library director. The Friends intends to employ a library director and one assistant library staff member to be responsible for the administration of the library operational budget, programs, services and daily operations. Selection of the library director will be based on the recommendation of a joint Friends and Library Board hiring committee.

We look forward to working collaboratively with the Library Board to successfully establish a municipal Library as a valuable resource to the Loomis community.

Sincerely,

  
Jenny Knisley  
President

## **A Business Plan for**

### **The Loomis Library and Community Learning Center**

#### **Introduction**

When the County announced closure of the Loomis Branch library in Feb. 2014, overwhelming public support led to efforts to keep the branch open, first proposing to continue as a County branch and ultimately to become a Town of Loomis municipal library, incorporating both modern and traditional library services with aspects of community center activities as well. A sales tax measure was passed in November 2016 with an advisory measure that proceeds be used predominantly for the library, now called The Loomis Library and Community Learning Center. The library is operated under a Memorandum of Understanding between the Town of Loomis and the nonprofit Friends of the Loomis Library. As a municipal library, this library will conform to California Education Code laws, including appointment of a Library Board with oversight as provided by State law.

#### **TODAY'S LIBRARIES**

The mission of the Loomis Library and Community Learning Center is to provide a community gathering place for lifelong learning as well as cultural, social, and recreational opportunities.

Libraries today are far more than print materials such as books, periodicals and newspapers. Materials that circulate also include CDs, DVDs, eBooks and e-periodicals. Libraries are computer centers offering Internet access, WiFi, and help in using those technologies. Literacy work is important, but so are programs and activities for all ages. Today's libraries are more often seen as community hubs and learning centers, for lifelong learning and enjoyment, for socializing as well as for education. Today's libraries are community learning and activity centers, geared to the needs of the communities they serve.

The vision of the Loomis Library and Community Learning Center can be expressed by defining a set of goals and objectives that, as they are achieved, will make our community a better place to live:

1. The Loomis Library will support the educational goals of both students and non-students by providing resources that correspond to their diverse needs.
2. The Loomis Library will encourage children, including pre-schoolers, to develop a love of reading, learning, and libraries by providing materials and programs for children and parents.
3. The Loomis Library will provide materials of high interest in a variety of formats -- e.g., books, magazines, electronic data, videos and recordings -- for people of all ages.
4. The Loomis Library will provide citizens with information about their community, acting as a clearing-house for current information on community organizations, issues and services.
5. The Loomis Library will provide a variety of programs for the community to inform, teach skills, develop literacy, and enrich.
6. The Loomis Library will continue to develop as a community gathering place.
7. The size and ambience of the Loomis Library will complement the small town atmosphere of the Town, and offer an inviting place to be and learn.

## **Market Analysis**

### **Who uses this library?**

There were over 61,000 visits in FY 2014-15, fourth most visited library of Placer County's 11 branches.

Population: Town residents comprise 6,700 of the more than 11,000 in the County's Loomis Branch service area.

With anticipated development of 300-400 homes plus apartments in the adjacent Village at Loomis, even more people will be within a few minutes walking distance of their library community center.

**A Community Space.** The library itself is a community space, and many library-sponsored events are held in the Jesse Helms Community Room. The room also offers space for local groups to gather for a low rental fee. Bookings include groups such as Scout meetings, Scout Council adult trainings, County MAC meetings, tax help for seniors, and the weekly current events discussion group, as well as library-sponsored programs. Computer time and WiFi are in high demand. The grounds provide a pleasant place for friends to meet or use WiFi to do homework.

### **Customers Expressed Needs**

**Survey.** A written and online survey in Summer 2015 netted over 800 responses

- Nearly 50% visit the Library at least once a month.
- Clear satisfaction and support for traditional services.
- 85% cited providing printed and digital collections as most important.
- 65% also cited the importance of providing computers, printers, Internet, WiFi. Further inquiry has found these uses include not only research, surfing the net, searching the library catalog, but also such necessities as job search and printing resumes, internet access for those with no computer or no internet, and students who may have a high school Chromebook but no internet access at home.
- 83% cited the library as a place to research or study,
- Over 90% supported literacy work at the library.
- Expanded library programs for educational enrichment activities were also desired, such as the Summer Speaker Series. Children's Summer Reading program, STEAM activities (science, technology, engineering, arts, and math), book club and speakers for various interests.
- 60% see the library as an important gathering place, such as the Current Events discussion group, attracting 30 to 50 per week, often lunching together afterwards as well. People come every day to read the newspaper and see their friends. Both parents and area preschools bring children to weekly "Storytime," for stories, activities, songs, and games.
- Respondents also wanted the library open more hours. Hours had been reduced from 32 per week in 2014 to only 20 in 2015.

**Additional Market Research** is planned through informal gathering of input at town locations such as Raley's, the Post Office, Chamber of Commerce, and other popular businesses and locations.

**Materials offered.** The Library will continue to offers audio books, DVDs, and CDs, as well as print books, magazines, and newspapers. E-books continue to be available online through Direct Loan programs with area libraries. The children's section was re-opened in January 2017, followed by teens and adults. The growing cataloged collection is about 10,000 items, including CDs and DVDs.



There is an increasing trend towards e-books, but still a large demand for print editions:

- Age demographics – we have older readers
- Some people simply prefer print books
- Studies show reading comprehension is better with print than digital

47,137 non-digital items were checked out 2013-14, fifth in the Placer County Library system.

**Marketing Strategy.** The library will have a continuing digital presence through its website, Facebook pages, and the Friends of the Library Facebook and newsletter. The Loomis News has been very helpful in publicizing library news as well. Under the new librarian it is expected that brochures can be printed for distribution in key locations such as Raley's, the Chamber of Commerce, and Town Hall. The proposed budget allocates \$1000 for advertizing and promotion. The library should also have a link from the Town website and be added to the businesses directional sign entering town on Horseshoe Bar road, as well as directional street signs with the standard library logo at strategic locations. For continuity with the previous County listings, the same post office box will be used.

### **Benefits of the Loomis Library and Community Learning Center**

- Meets stated needs of the community
- Freedom to develop a variety of programs and events to benefit the community
- Increased use of the community room under revised policies
- More volunteer opportunities than allowed by County policy and restrictions
- Acts as a community center hub for current population, but also to future Village residents
- Makes the Village a more desirable place to live
- Brings additional traffic to current and future commercial development
- Creates a community center space without the Town having to fund and oversee it
- Continues the long-standing heritage of a library in Loomis
- Advances the Mission and Strategic Goals of the Town, March 12, 2016

### **Organization and Management of a Town Library**

**How it will work organizationally:**

#### **General Organization**

The Town is owner of the 10 year building lease and is in the process of establishing a municipal library board in accord with State law. Per law, the mayor will be appointing, with Council consent, a Library Board to oversee the library and the Town tax expenditures for the library.

The library will be managed by a Librarian employed by the nonprofit Friends of the Loomis Library through a Memorandum of Understanding with the Town of Loomis. (The Town will not be the employer.) An MOU is currently in effect for management of the library by the Friends.

The Friends are paying library expenses from a "Library Operations" account separate from the Friends regular account. The Friends will hire a bookkeeper for library finances, including payroll related expenses. Some expenses, such as utilities and maintenance, are currently being paid by the Town, to be repaid over time when the tax money becomes available. Much of the start-up costs for equipment, software, collection processing, etc. has been donated to the operational account by the Friends from their savings account. Start-up computers were donated by a local business.

**Policies and procedures.** Initial procedures and policies are primarily based on adapting County policies, such as on community room rental, card application form, computer use, and check-out.

**Insurance.** Currently the Town covers the building/property insurance while the Friends cover all contents, liability, employee and volunteer related insurance.

**Community Engagement Librarian**  
**See Appendix B for full job description.**

**Job Summary:**

Plans, organizes, and supervises the operations of the Loomis Library and Community Learning Center; ensures that it provides community-focused services through outreach and partnerships; provides information and readers' advisory services to the public; organizes and conducts programs for a broad range of library users; provides supervision and leadership to staff; and performs other related duties as assigned.

**Experience:**

Three (3) years of progressive library experience is required preferably in a public library environment.

**Education:**

Bachelor's Degree and/or Library Teaching Credential required. Masters of Library Science from an ALA accredited college or university preferred.

Part time Library Assistant job description to be developed according to needs.

**Friends of the Library (non-profit organization)**

- Employ the library staff
- Handle library payroll and expenses
- Fundraising
- Primary responsibility for programs in coordination with Librarian
- Recruit volunteers for programs and library help
- Works with Librarian in meeting needs of the library
- Continues to fund special needs such as collection assistance, specific programs, etc.

**Library Board of Trustees**

A five-member board, required by the California Education Code (Sec. 18910), has been appointed by the Mayor and approved by the Town Council, and will supervise administration of the library on behalf of the Town. This provides supervision of taxpayer funds. The Library Board and Friends of the Library Executive Board will each make appointments to a joint personnel committee to review applicants and make a recommendation to the Friends for hiring the Community Engagement Librarian.

The Library Board serves as liaison between the Town, and the Librarian and Friends of the Library.

The Library Board, in consultation with the Librarian and Town Treasurer, recommends the annual library budget to the Town Council for approval.

## **Consultants**

**Library Consultant.** Friends of the Library hired Karen Bosch Cobb, an experienced library consultant, to assist the ad hoc committees and transition team in earlier processes. The Town Manager and Mayor Black have also held a conference call with her on her recommendations for moving into the municipal library phase.

**Nonprofits.** It may be advantageous to make further contact with agencies familiar with non-profit/government partnerships to assist in defining relationships between the Town, the Library Board, the Librarian and the Friends of the Library. Government agencies commonly contract with non-profits for services. Some familiar local services include Sacramento Zoo and Fairytale Town, Koinonia Foster Homes, and Effie Yeaw Nature Center.

## **Other Professional and Advisory Support**

Attorney –Town Attorney

Accountant – J.C. Bookkeeping

Insurance – Hebard Insurance

Banking – Golden One Credit Union (Operations account), Wells Fargo (Friends regular account)

Officers of Friends of the Library

Mentors and key advisors – Cathy Crosthwaite (Sacramento Public Library), Aldo Pineschi (Roseville Library Board), Joanne Ligamari (High School Librarian), Barbara Leak (Loomis Basin Historical Society), Jenny Knisley (Chamber of Commerce), Lisa Dale and Gerald Maginity (California State Library), Gordon Medd (Loomis Union School District), Ann Baker (Loomis School Board), Dot Shiro (Loomis Basin Recreation Foundation) and others, such as the ad hoc committee members, who have researched library trends and practices as well as expressed needs in the Loomis community.

## **Budget**

### **Estimated Loomis Library Operating Budget -- See Appendix A**

#### **Regular Annual Budget (once tax measure is producing income)**

##### **Income Projections from ¼ cent sales tax**

- ¼ cent tax for 10 years. (Library funding coming from sales taxes is usually renewable.)
- Annual income estimate up to \$250,000 but budgets based on less to be conservative.
- Excess over budget for repaying any bridge funding, town moneys expended during start-up (utilities, etc.), establishing prudent reserves, and planning for expanded hours and services
- Town sales tax begins to be collected beginning April 1, 2017
- Monthly revenue to Town begins July 2017

##### **Other Revenue Streams – existing or to be developed**

- Community room rental
- In-library expanded used book sale area ("mini-bookstore"), proceeds to Friends
- Community fundraising
- Grants or special donations (usually special project, not operational ongoing expenses)
- Individual donations
- Donations from community and business partnerships
- Friends of the Library donations and underwriting of certain programs and expenses
- Possible town grants and bridge funding prior to tax revenue being received
- Possible negotiation for library property tax after withdrawal (perhaps \$60,000/year.)

### **Use of the Funds**

- **Facility expenses**, such as maintenance, landscape, janitorial, utilities, furnishings, insurance
- **Operating Expenses**, such as staff, payroll, staff professional development, books and materials, book processing, programs, circulation software, Direct Loan membership, computers, IT, printer expense, office supplies

Adjusting the Budget to fit the income. The intent is that the library expenses will be flexible enough that in the initial stages until there is steady revenue flow, savings can be made if necessary by opening for fewer days, additional fundraising efforts, and appeals to larger donors.

**Initial Start-up Costs.** Start-up costs have been principally covered by a \$6000 Town Community Services grant and over \$7000 from Friends of the Library savings. Expenditures cover items such as insurance, collection software, collection processing supplies, barcode scanners, printer, items needed for computers, post office box, computer tech assistance, website purchase and name, and program offerings. The Friends also sent 6 transition team members to the California Library Association conference in Sacramento for valuable information and contacts. Countless volunteer hours have provided the work to ready the library for public use.

The Town treasurer has also been paying certain expenses on behalf of the library, such as utilities, grounds maintenance, janitorial, and trash pick-up. These expenses are expected to be repaid from future income.

### **Summary**

This plan lays out the scope, mission and goals of the Loomis Library and Community Learning Center, as well as outlining its governance and finances. While providing valuable service to the residents in the Loomis Basin, preserving a Town legacy since 1910, enhancing the Town's attraction as a historical destination that is family-friendly and promoting a walkable downtown district where people can live, shop, learn and play, the Loomis Library Community Learning Center is an incredible asset to the community residents, the local businesses and Town operations.

On behalf of the many volunteers who have made this possible, our thanks.

Ramona Brockman

Jenny Knisely

Bonnie London

Linda Sandahl

Jean Wilson

With significant help from Carol Mason and other transition team members

And appreciation for the Loomis Chamber of Commerce staff and volunteers

### **Appendices**

**Appendix A. Estimated Loomis Library Operating Budget**

**Appendix B. Job Description for Community Engagement Librarian**

**Appendix C. History of the Library and Building**

**Appendix D. Programs and Activities**

**Appendix A. Estimated Loomis Library Operating Budget**

### Estimated Loomis Library Operating Budget

## Transaction Tax Revenue

## Donations

**\$200,600.00**

## Reserves

**\$200,600.00**

**\$39,120.00**

**Annual lease fee to County**

## Reserves

Net Profit/Loss

\$39,120.00

## **Appendix B. Job Description for Community Engagement Librarian**

### **Friends of Loomis Library Executive Board Position Description**

**Title:** Community Engagement Librarian

**Date:** April 24, 2017

**Salary:** (Placeholder for final offering)

**Benefits:** (Placeholder for final offering)

#### **Job Summary:**

Plans, organizes, and supervises the operations of the Loomis Library and Community Learning Center; ensures that it provides community-focused services through outreach and partnerships; provides information and readers' advisory services to the public; organizes and conducts programs for a broad range of library users; provides supervision and leadership to staff; and performs other related duties as assigned.

#### **Duties include:**

- ☑ Manages the Loomis Library and Community Learning Center.
- ☑ Develops and recommends plan of services to the Friend's Executive Board.
- ☑ Oversees collection development.
- ☑ Acts as a representative of library learning center to the public; develops and maintains positive relationships and partnerships with key stakeholders; promotes the library learning center within the community; develops and delivers presentations to community groups.
- ☑ Tracks maintenance needs.
- ☑ Manages community room rental and use.
- ☑ Assess community needs on a regular basis and use the information to coordinate relevant programming.
  - Supervises Loomis Library and Community Learning Center staff and volunteers.
- ☑ Reports monthly to the Library Board of Trustees.
- ☑ Keeps current in library practices, procedures and technology.

#### **Required knowledge, skills and abilities:**

- ☑ Thorough knowledge of the principles, theories, objectives, and practices of library management and library science.
- ☑ Committed to excellence in customer service and maintaining a positive customer experience.
- ☑ Communicate utilizing excellent interpersonal, oral and written communication skills.
- ☑ Strong time-management and organizational skills.
- ☑ Act as an effective and articulate representative of the library to the public, partner agencies and local officials.
- ☑ Exercise sound judgment and make independent decisions.
- ☑ Prepare progress and proposal reports in a clear, logical manner.
- ☑ Learn, interpret, explain and apply policies and procedures.
- ☑ Ability to plan, organize, supervise, and evaluate the work of employees and volunteers in diversified library activities.
- ☑ Ability to initiate, organize, and follow through on programs, services, and projects.
- ☑ Thorough knowledge of library resources: print, non-print and virtual. ☑ Operate personal electronic devices (computer, tablet, etc.) and software programs.



**Experience:**

Three (3) years of progressive library experience is required preferably in a public library environment.

**Education:**

Bachelor's Degree and/or Library Teaching Credential required, Masters of Library Science from an ALA accredited college or university preferred.

**Physical and Environmental Conditions:**

- ☑ Ability to stand, walk, carry, and bend from 76% to 100% of the time;
- ☑ Ability to reach, stoop, squat, crouch and push carts and bins from 51% to 75% of the time;
- ☑ Ability to climb, balance, kneel, pull and sit from 25% to 50% of the time;
- ☑ Ability to work at waist level, between waist and shoulder level and above shoulder level from 34% to 66% of the time;
- ☑ Ability to lift and carry bins and boxes of Library materials weighing up to 50 pounds 33% of the time, 20 pounds from 34% to 66% of the time and 1-10 pounds from 67% to 100% of the time;
- ☑ Ability to push/pull and maneuver book carts weighing up to 200 pounds 50% of the time;
- ☑ This position requires repetitive motion of hands/wrists up to 75% to 100% of the time;
- ☑ Must be able to manipulate small materials including labels, and general office tools;
- ☑ Specific vision abilities for this job include close vision and the ability to adjust focus;
- ☑ Work environment involves everyday risks or discomforts that require normal safety precautions typical of a Library or workroom setting;
- ☑ Follow all safe work place policies and procedures with regard to office equipment, accident prevention and observance of fire and building safety regulations;
- ☑ Possible exposure to angry or hostile individuals and to personally offensive Library materials;
- ☑ Must be able to transport oneself to the assigned work location in a timely manner.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

### **Appendix C. History of the Library and building**

The Town of Loomis has had a library for over one hundred years. In 1910, a lending library was established and as the town grew, so did demand for books and services. The Loomis library became part of the County library system in 1937. The library location moved several times and the Friends of Loomis Library approached the Gates family in 1976 seeking support to build a permanent Loomis Library. The father, Earl Gates, was a principal at Loomis Grammar school. His son, Francis Gates, and daughter, Marcia Gates Woods, became law librarians. The Gates family generously donated property for the Veteran's Memorial Hall and at the request of the County and Friends of Loomis Library, sold additional property to the County for a modest amount so the Loomis Library could be built in 1980. It was a community effort with people and organizations coming together to put in the landscape and provide interior furnishings, books, and funds. In 2006, the Town of Loomis and Friends of Loomis Library contributed almost \$150,000 towards the library expansion, bringing the building to 4488 square feet. The Friends of Loomis Library has provided ongoing financial support toward the building maintenance, equipment and collection development, in addition to sponsoring educational programs for the community.

### **Appendix D. Programs and Activities**

A municipal library not only has the opportunity to preserve the favorite activities for which the library is known, but also respond to the current needs of the community. Some events have been co-sponsored with the Loomis Chamber of Commerce. More such partnerships, such as with the Historical society and school districts, will benefit the library and community.

Current or continuing activities have included:

- Quarterly book sales
- Summer reading program including craft day and other events
- Summer speaker series, including Women of Mystery authors
- Lego Robotics (programming Legos) for different age levels
- Family Scarecrow Contest
- Christmas Craft Faire and Lasagna Lunch
- Book Club
- New Friends website and Social Media (Facebook, Twitter, etc.)
- Introduction of the new Owl mascot ("Loomie")
- Health and Wellness series, Local History series
- NASA Ambassador Series (Mars, rocket making)
- Lend a Heart (Read to a Dog) program for shy readers, PTSD sufferers and others

Other activities that occur at the library or community room, such as:

- Literacy tutoring
- Tax assistance
- Current Events Discussion group (30-50 members weekly)
- Government and organizational meetings (e.g Horseshoe Bar-Penryn MAC)
- Girl Scout troops meetings
- Girl Scout Council adult trainings
- Private and family celebrations (birthday parties, small wedding receptions, etc.)
- Shelf and display space for Loomis Basin Historical Society and Placer County Genealogical Society

Other programs under development or consideration

- Genealogy workshop or club,
- Youth council to advise and help plan on activities of interest to teens
- Gametime
- Lego club (donated Legos)
- New speaker series, including local authors and children's speaker
- Movie Nights
- Larger booksale area in the library (Mini-Bookstore)
- Various groups or classes: crafts, cards, knitting, photography, art
- Volunteer skills workshops or classes (how-to activities)
- More STEAM (science and art) for kids
- Create display space for local artists
- After school tutoring with William Jessup teaching students

## **Friends of Loomis Library Executive Board Position Description**

**Title:** Community Engagement Librarian

**Date:** April 24, 2017

**Salary:** (Placeholder for final offering)

**Benefits:** (Placeholder for final offering)

### **Job Summary:**

Plans, organizes, and supervises the operations of the Loomis Library and Community Learning Center (LLCL); ensures the LLCL provides community-focused services through outreach and partnerships; provides information and readers' advisory services to the public; organizes and conducts programs for a broad range of library users; provides supervision and leadership to LLCL staff; and performs other related duties as assigned.

### **Duties include:**

- Manages the LLCL.
- Develops and recommends plan of services to the Friend's Executive Board.
- Oversees collection development.
- Acts as a representative of LLCL to the public; develops and maintains positive relationships and partnerships with key stakeholders; promotes the LLCL within the community; develops and delivers presentations to community groups.
- Tracks maintenance needs.
- Manages community room rental and use.
- Assess community needs on a regular basis and use the information to coordinate relevant programming.
- Supervises LLCL staff and volunteers.
- Reports monthly to the Library Board of Trustees.
- Keeps current in library practices, procedures and technology.

### **Required knowledge, skills and abilities:**

- Thorough knowledge of the principles, theories, objectives, and practices of library management and library science.
- Committed to excellence in customer service and maintaining a positive customer experience.
- Communicate utilizing excellent interpersonal, oral and written communication skills.
- Strong time-management and organizational skills.
- Act as an effective and articulate representative of the LLCL to the public, partner agencies and local officials.
- Exercise sound judgement and make independent decisions.
- Prepare progress and proposal reports in a clear, logical manner.

- Learn, interpret, explain and apply LLCL's policies and procedures.
- Ability to plan, organize, supervise, and evaluate the work of employees and volunteers in diversified library activities.
- Ability to initiate, organize, and follow through on programs, services, and projects.
- Thorough knowledge of library resources: print, non-print and virtual.
- Operate personal electronic devices (computer, tablet, etc.) and software programs.

**Experience:**

Three (3) years of progressive library experience is required preferably in a public library environment.

**Education:**

Bachelor's Degree and/or Library Teaching Credential required. Masters of Library Science from an ALA accredited college or university preferred.

**Physical and Environmental Conditions:**

- Ability to stand, walk, carry, and bend from 76% to 100% of the time;
- Ability to reach, stoop, squat, crouch and push carts and bins from 51% to 75% of the time;
- Ability to climb, balance, kneel, pull and sit from 25% to 50% of the time;
- Ability to work at waist level, between waist and shoulder level and above shoulder level from 34% to 66% of the time;
- Ability to lift and carry bins and boxes of Library materials weighing up to 50 pounds 33% of the time, 20 pounds from 34% to 66% of the time and 1-10 pounds from 67% to 100% of the time;
- Ability to push/pull and maneuver book carts weighing up to 200 pounds 50% of the time;
- This position requires repetitive motion of hands/wrists up to 75% to 100% of the time;
- Must be able to manipulate small materials including labels, and general office tools;
- Specific vision abilities for this job include close vision and the ability to adjust focus;
- Work environment involves everyday risks or discomforts that require normal safety precautions typical of a Library or workroom setting;
- Follow all safe work place policies and procedures with regard to office equipment, accident prevention and observance of fire and building safety regulations;
- Possible exposure to angry or hostile individuals and to personally offensive Library materials;
- Must be able to transport oneself to the assigned work location in a timely manner.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

## Findings of Fact

The Town Council hereby awards a sole source contract to the Friends of the Loomis Library for the operation of the Loomis Library as detailed in the proposed contract, waiving the bidding process in accordance with Municipal Code Section 3.12.110.C, in accordance with the following findings:

1. The voters of the Town of Loomis have taken significant steps towards funding and operating the Loomis Library, including passage of a Sales Tax initiative and an accompanying Advisory Measure affirming the voters' desire to fund and operate the Library;
2. The Town Council has furthered the process by appointing a governing Board of Directors to develop ongoing operations plans and to oversee the operation; and by providing for temporary operations through a Memorandum of Understanding between the Town and the Friends of the Library, Loomis (Friends);
3. Contract Library Operation services are not widely available, and a conventional Request for Proposal process would not likely result in competitive proposals;
4. The Friends have been operating the Library on a limited basis under the current Memorandum of Understanding and have provided a Proposal for the provision of expanded services on an ongoing basis;
5. The Town Council approved the Friends' Proposal and directed staff and the Library Board to complete a contract with the Friends and return it to the Council for adoption;
6. The Friends of the Library, Loomis are uniquely qualified and uniquely situated to provide ongoing services, including coordination of a significant volunteer component.