

# Southern California Library Cooperative Administrative Council Special Meeting

Wednesday, July 17, 2024 4:00 - 5:00 pm

# **Virtual Meeting**

Join Zoom Meeting

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Meeting ID: 841 2588 7822

Passcode: 096761

Alternate locations:

Alhambra Civic Center Library, 101 S. First St., Alhambra, CA 91801 Altadena Main Library, 600 E. Mariposa St., Altadena, CA 91001 Arcadia Public Library, 20 W. Duarte Rd., Arcadia, CA 91006 Azusa City Library, 729 N. Dalton Ave., Azusa, CA 91702 Billie Jean King Main Library, 2nd Floor Conference Room, 200 W. Broadway, Long Beach, CA 90802 Burbank Central Library, 110 N. Glenoaks Blvd., Burbank, CA 91502 Camarillo Public Library, 4101 Las Posas Rd., Camarillo, CA 93010 City of Calabasas Library, 200 Civic Center Way, Calabasas, CA 91302 Clifton M. Brakensiek Library, 9945 Flower St., Bellflower, CA 90706 Commerce Library, 5655 Jillson St., Commerce, CA 90040 Covina Public Library, 1250 N. Hollenbeck Ave., Covina, CA 91722 El Segundo Public Library, Rose Garden Room, 111 W. Mariposa Ave., El Segundo, CA 90245 Glendale Central Library, 222 E. Harvard St., Glendale, CA 91205 Glendora Public Library, 140 S. Glendora Ave., Glendora, CA 91741 Inglewood Public Library, 101 W. Manchester Blvd., Inglewood, CA 90301 Los Angeles Central Library, 630 W. 5th St., Los Angeles, CA 90071 Monrovia Public Library, 321 S. Myrtle Ave., Monrovia, CA 91016 Monterey Park Bruggemeyer Library, 318 S. Ramona Ave., Monterey Park, CA 91754 Moorpark City Library, 699 Moorpark Avenue, Moorpark, CA 93021 Oxnard Public Library, 251 S A St., Oxnard, CA 93030 Palmdale City Library, 700 E. Palmdale Blvd., Palmdale, CA 93550 Palos Verdes Library District, 701 Silver Spur Rd., Rolling Hills Estates, CA 90274 Pasadena Public Library, 221 E. Walnut St., Ste. 199, Pasadena, CA 91101 Santa Clarita Public Library, 23743 W. Valencia Blvd., Santa Clarita, CA 91355

Sierra Madre Public Library, 350 W. Sierra Madre Blvd., Sierra Madre, CA 91024 Simi Valley Public Library, 2969 Tapo Canyon Rd., Simi Valley, CA 93063 South Pasadena Public Library, 1100 Oxley St., South Pasadena, CA 91030 Thousand Oaks Grant R. Brimhall Library, 1401 East Janss Rd., Thousand Oaks, CA 91362 Torrance Public Library, 3301 Torrance Blvd., Torrance, CA 90503 Ventura County Library, 5600 Everglades St., Suite A, Ventura, CA 93003 Whittier Public Library, 7344 Washington Ave., Whittier CA 90602

### AGENDA

All items may be considered for action.

1. Opening

Hilda LohGuan

- a. Chairperson's Welcome
- b. Roll Call
- 2. Public Comment Opportunity for any guest or member of the public to address the Council on any item of SCLC business.
- Adoption of Agenda Hilda LohGuan
   Cooperative Library System Agreement Renewals for FY 2024/25 (ACTION)
   Proposed Budget Amendment for FY 2024/25 Andy Beck
- Other Hilda LohGuan
   *"…that is, matters initiated in the present meeting." Robert's Rules of Order, Revised, III, p.21. Limited by Brown Act to discussion only.*
- 7. Adjournment

(ACTION)

Hilda LohGuan

AC Agenda Item 4



# **REPORT TO THE ADMINISTRATIVE COUNCIL**

SOUTHERN CALIFORNIA LIBRARY COOPERATIVE

DATE: July 17, 2024 FROM: Christine Powers, Executive Director

# SUBJECT: Cooperative Library System Agreement Renewals for FY 2024/25 (ACTION)

BACKGROUND: The Southern California Library Cooperative (SCLC) maintains agreements with four other cooperative library systems (Systems) to provide them with administrative and fiscal services: 49-99 Cooperative Library System, Inland Library System, Santiago Library System, and Serra Cooperative Library System. Agreements run from July 1, 2024, through June 30, 2025, concurrent with the fiscal year.

The Systems pay for services primarily from California Library Services Act (CLSA) budget allocations, specifically from the System Administration fees, which are 20% of the overall CLSA funds provided to the Systems. The agreements also include an additional fee to each System for office supplies and telecommunication costs incurred by SCLC, which will be paid for from the CLSA Communication and Delivery Baseline Budget, which was introduced to the cooperatives for the first time last year. Additionally, for the first time this year, cooperatives have agreed to share the cost of travel by the Executive Director to conferences representing all five systems. These amounts were calculated using the population-based formula utilized by CLSA for funding between the five systems managed by SCLC. The agreements also offer provisions for SCLC to invoice the systems for work that exceeds the CLSA allocations. Staff has updated its timekeeping procedures to more accurately record actual time worked on behalf of each system.

At the last regular SCLC meeting in May, there was an indication from the Governor that he intended to cut CLSA funding by approximately 50% for FYs 2024/25 and 2025/26. Given this information, the Administrative Council directed staff not to sign the agreements and return to the Systems with agreements that maintain the original levels of funding prior to the 50% reductions. As indicated, the Governor signed the State Budget on June 29, 2024, with the 50% reductions to CLSA funds.

Special meetings have been held with all four Systems, and each approved covering the cost of the original Preliminary System Budget Allocation funds utilizing their respective System reserves. The one exception to this is Santiago Library System, which does not have enough reserves to cover the difference in funds. They approved paying half of the funds (\$10,644) in this fiscal year and paying the other half next fiscal year for FY 2024/25. They plan to agendize a discussion about revenue generation at their next regular meeting.

FISCAL IMPACT: The table below provides information about the contract costs for each System. The additional fees below include the office supplies, telecommunications, and conference cost-sharing measures being implemented among the other four systems, plus the original CLSA System Administration fees that the contracts are based on. The total fiscal impact for services is \$222,445. Of the total contract of \$222,445, \$10,644 will be collected next fiscal year from Santiago.

System	Additional Fees	Original CLSA System Admin.	Total Contract
49-99	\$3,022	\$30,048	\$33,070
Inland	\$7,476	\$74,778	\$82,254
Santiago	\$4,435	\$44,155	\$48,590
Serra	\$5,410	\$53,121	\$58,531
Total	\$20,343	\$202,102	\$222,445

Even with the new conference cost-sharing measure that was added for the first time this year, the total contract cost of \$222,445 is approximately \$1,300 less than last year's total, due to the decrease in System Administration fees that have occurred due to population decreases across the systems.

RECOMMENDATION: Authorize the SCLC Executive Director to sign the agreements with each of the four Systems requesting administrative and fiscal services by SCLC for FY 2024/25.

EXHIBITS:

a. System Agreements for FY 2024/25

#### AGREEMENT between 49-99 COOPERATIVE LIBRARY SYSTEM and SOUTHERN CALIFORNIA LIBRARY COOPERATIVE

This statement of terms constitutes the Agreement whereby SOUTHERN CALIFORNIA LIBRARY COOPERATIVE (SCLC) will provide Administrative and Fiscal Agent services for 49-99 COOPERATIVE LIBRARY SYSTEM (49-99).

#### WHEREAS:

- Both Parties acknowledge the importance of regional resource sharing and other programs to improve library service and will collaborate in a planning process to identify and develop long-term programs and services to accomplish these goals.
- Service standards for CLSA programs will be those required by the California Library Services Act (CLSA).
- Revenues, expenditures, reserves, and the annual 49-99 member fees for services to be provided within a fiscal year are detailed in the 49-99 Budget. The Budget may be amended or replaced by the 49-99 Administrative Council without requiring consideration or re-approval of this agreement.

### 1. Dates and Amendments

- The Agreement is effective July 1, 2024.
- The Agreement will be a one-year contract, renewable annually if approved by 49-99 and SCLC Administrative Councils no later than May 31 of the preceding fiscal year.
- Changes in the Agreement may be negotiated at the request of either party. Any changes or amendments must be in writing and approved by the 49-99 and SCLC Administrative Councils.

#### 2. Administrative Services

SCLC staff will provide Administrative Services for 49-99, to include:

- Preparing a System Plan of Service, System Detailed Budget, and Annual Report in compliance with the requirements of CLSA and the California State Library and subject to approval by the 49-99 Administrative Council.
- Maintaining records and reporting all required statistics in compliance with CLSA and other applicable state and federal requirements.
- Communicating with the 49-99 Council's Chair and members regularly using email, telephone, regular U.S. mail and other methods as appropriate.
- Coordinating Administrative Council meetings, including preparing and distributing Agendas and Minutes, and committee meetings as needed.

- Sending at least one SCLC staff member to personally attend the regularly scheduled May 49-99 Administrative Council meeting; having at least one SCLC staff member attend other meetings virtually.
- Preparing financial reports prior to each Council meeting showing revenues, expenditures, and reserves and submitting such reports as part of the meeting agenda packet.
- Annually developing a budget in collaboration with 49-99 Administrative Council for programs or services to be provided in the subsequent fiscal year.
- Negotiating and drafting agreements with vendors, contractors, or consultants on behalf of 49-99 for services specifically authorized by CLSA. The Administrative Council will have final approval over choices of, contracts with, and performance of any third-party vendors, contractors, or consultants providing services to 49-99.
- Supporting special projects and additional activities not specifically authorized and/or fully funded by CLSA as desired by the 49-99 Administrative Council. (Service levels and costs to be negotiated with the Council and added as attachments to the agreement, subject to SCLC staff capacity.)
- Submitting an annual audit to the California State Controller as required by governmental agencies.
- Maintaining all appropriate files and records as required by state and federal laws and by 49-99's own record retention policies.

The 49-99 Administrative Council and its members will provide SCLC with administrative oversight regarding 49-99 programs and services through:

- Maintaining close contact with member libraries to review their activities and needs.
- Providing SCLC with meeting schedules, agendas, and materials for any 49-99 committees that may be established and acting as liaisons to any such committees to ensure continuity and stability.
- Monitoring CLSA-required activities and service levels.
- Maintaining close contact with all parties involved in any non-CLSA projects.
- Approving choices of, contracts with, and performance of any third-party vendors, contractors, or consultants providing services to 49-99.

#### 3. Fiscal Agent Services

SCLC staff will provide Fiscal Agent Services for 49-99, to include:

 Arranging for the receipt, deposit, disbursement, and accounting of funds allocated by the State of California or federal government.

- Collecting and depositing member fees and other fees or revenues due to 49-99, whether by grant application, invoice, or other means.
- Working with 49-99 Cooperative Library System's Council, establish procedures for handling receivables and payables in a timely manner, including submitting requests for approval to the Council's Chair for payments in excess of \$5,000.
- Providing comprehensive revenue, expenditure, and reserve financial reports prior to each Council meeting in accordance with the reporting requirements of CLSA and generally accepted accounting principles.
- Working with 49-99's Administrative Council, prepare and submit reports as required by the State of California or the California Library Services Board, including the Annual Report for Special Districts to the State Controller.
- Establishing procedures to have an independent financial audit performed at the end of the fiscal year. (Note: Cost of the audit is not covered by this agreement.)
- Maintaining all appropriate files and records as required by state and federal laws and by 49-99's own record retention policies.

The 49-99 Administrative Council will provide SCLC with administrative oversight of fiscal agent services through:

- Reviewing quarterly fiscal reports and requesting explanations as needed; reviewing and responding to expenditure requests or budget amendments at Administrative Council meetings.
- Addressing and resolving any policy or procedural issues brought forward by SCLC staff to ensure that fiscal services are delivered efficiently, accurately, and at a competitive rate, as determined by 49-99.

#### 4. Dissolution of Agreement

In the event that this Agreement is terminated, SCLC will return to 49-99 all funds, files, and financial records in its custody. SCLC will cause an audit to take place within ninety (90) days of the expiration of the Agreement. Any funds remaining after all 49-99 expenditures and obligations are accounted for will be returned to 49-99 or to its designated entity within thirty (30) days following acceptance of the audit paid for equally by the 49-99 and SCLC Administrative Councils.

#### 5. <u>Changes in Legislation</u>

Should the California Library Services Act be legislatively amended or restructured in the future, the Administrative Councils for 49-99 and SCLC shall amend this Agreement in compliance with any required changes.

49-99 and SCLC Terms and Agreement for Services

## 6. <u>Payment to SCLC for its Services</u>

As payment in full for these services for FY 2024/25 (July 1- June 30) SCLC shall reimburse itself from the:

- Indirect fees from grants up to 10% and negotiated staffing over 10% when applicable.
- CLSA System Administration fees up to the designated 20%, to be paid in full upon receipt by 49-99 of CLSA funding from the State, within 30 days of receipt of the funding.
- CLSA Communication and Delivery Fees: Offices Supplies and Telecommunications, a shared cost that is subject to approval by the Administrative Council as part of the system annual budget, to be paid in full upon receipt by 49-99 of CLSA funding from the State, within 30 days of receipt of the funding.
- Travel reimbursements for Executive Director to conferences in which she represents 49-99.
- Other administrative and fiscal fees to be negotiated. (See Attachment A)

### 7. <u>Signatures</u>

49-99 Administrative Council Chair

SCLC Executive Director

Date

4

Date

### Attachment A - Administrative and Fiscal Fee Schedule for Additional Services

Hourly Staffing Rates\*

Executive Director	\$102.08				
Deputy Director	\$78.40				
Controller	\$68.13				
Project Manager	\$67.99				
Administrative Assistant	\$25.00				
Operational (in addition to hourly)	\$35.00				
Grant	Indirect 10% (additional staff hours paid)				
Non-CLSA project	Negotiated based on hourly rate				
Contracts for CLSA projects	Up to CLSA System Administration allocation, then negotiated based on hourly rate				
Travel	Up to CLSA System Administration allocation, then negotiated based on hourly rate and travel expenses				

\*Hourly rates for non-CLSA projects subject to change with SCLC Administrative Council authorized increases to staff salaries or benefits.

#### AGREEMENT between INLAND LIBRARY SYSTEM and SOUTHERN CALIFORNIA LIBRARY COOPERATIVE

This statement of terms constitutes the Agreement whereby SOUTHERN CALIFORNIA LIBRARY COOPERATIVE (SCLC) will provide Administrative and Fiscal Agent services for INLAND LIBRARY SYSTEM (ILS).

#### WHEREAS:

- Both Parties acknowledge the importance of regional resource sharing and other programs to improve library service and will collaborate in a planning process to identify and develop long-term programs and services to accomplish these goals.
- Service standards for CLSA programs will be those required by the California Library Services Act (CLSA).
- Revenues, expenditures, reserves, and the annual ILS member fees for services to be provided within a fiscal year are detailed in the ILS Budget. The Budget may be amended or replaced by the ILS Administrative Council without requiring consideration or re-approval of this agreement.

#### 1. Dates and Amendments

- The Agreement is effective July 1, 2024.
- The Agreement will be a one-year contract, renewable annually if approved by ILS and SCLC Administrative Councils no later than May 31 of the preceding fiscal year.
- Changes in the Agreement may be negotiated at the request of either party. Any changes or amendments must be in writing and approved by the ILS and SCLC Administrative Councils.

#### 2. Administrative Services

SCLC staff will provide Administrative Services for ILS, to include:

- Preparing a System Plan of Service, System Detailed Budget, and Annual Report in compliance with the requirements of CLSA and the California State Library and subject to approval by the ILS Administrative Council.
- Maintaining records and reporting all required statistics in compliance with CLSA and other applicable state and federal requirements.
- Communicating with the ILS Administrative Council's Chair and members regularly using email, telephone, regular U.S. mail and other methods as appropriate.
- Coordinating ILS Executive and Administrative Council meetings, including preparing and distributing Agendas and Minutes, and committee meetings as needed.

- Sending at least one SCLC staff member to personally attend the regularly scheduled May ILS Administrative Council meeting; having at least one SCLC staff member attend other meetings virtually.
- Preparing financial reports prior to each Council meeting showing revenues, expenditures, and reserves and submitting such reports as part of the meeting agenda packet.
- Annually developing a budget in collaboration with ILS Administrative Council for programs or services to be provided in the subsequent fiscal year.
- Negotiating and drafting agreements with vendors, contractors, or consultants on behalf of ILS for services specifically authorized by CLSA. The Administrative Council will have final approval over choices of, contracts with, and performance of any third-party vendors, contractors, or consultants providing services to ILS. A fee for contracts outside of the CLSA guidelines will be negotiated.
- Articulating the mission and purpose of ILS at the state level as needed and/or directed.
- Supporting special projects and additional activities not specifically authorized and/or fully funded by CLSA as desired by the ILS Administrative Council. (Service levels and costs to be negotiated with the Council and added as attachments to the agreement, subject to SCLC staff capacity.)
- Submitting an annual audit to the California State Controller as required by governmental agencies.
- Maintaining all appropriate files and records as required by state and federal laws and by ILS's own record retention policies.

The ILS Administrative Council and its members will provide SCLC with administrative oversight regarding ILS programs and services through:

- Maintaining close contact with member libraries to review their activities and needs.
- Providing SCLC with meeting schedules, agendas, and materials for any ILS committees that may be established and acting as liaisons to any such committees to ensure continuity and stability.
- Monitoring CLSA-required activities and service levels.
- Maintaining close contact with all parties involved in any non-CLSA projects as approved and negotiated by both parties.
- Approving choices of, contracts with, and performance of any third-party vendors, contractors, or consultants providing services to ILS within CLSA administrative and fiscal guidelines.

#### 3. Fiscal Agent Services

SCLC staff will provide Fiscal Agent Services for ILS, to include:

- Arranging for the receipt, deposit, disbursement, and accounting of funds allocated by the State of California or federal government.
- Collecting and depositing member fees and other fees or revenues due to ILS, whether by grant application, invoice, or other means.
- Working with ILS's Council, establish procedures for handling receivables and payables in a timely manner, including submitting requests for approval to the Council's Chair for payments in excess of \$5,000.
- Providing comprehensive revenue, expenditure, and reserve financial reports prior to each Council meeting in accordance with the reporting requirements of CLSA and generally accepted accounting principles.
- Working with ILS's Administrative Council, prepare and submit reports as required by the State of California or the California Library Services Board, including the Annual Report for Special Districts to the State Controller.
- Establishing procedures to have an independent financial audit performed at the end of the fiscal year. (*Note: Cost of the audit is not covered by this agreement and is charged against CLSA Baseline/Communication and Delivery funds.*)
- Maintaining all appropriate files and records as required by state and federal laws and by ILS's own record retention policies.

The ILS Administrative Council will provide SCLC with administrative oversight of fiscal agent services through:

- Reviewing quarterly fiscal reports and requesting explanations as needed and reviewing and responding to expenditure requests or budget amendments at Administrative Council meetings.
- Addressing and resolving any policy or procedural issues brought forward by SCLC staff to ensure that fiscal services are delivered efficiently, accurately, and at a competitive rate, as determined by ILS.

#### 4. Dissolution of Agreement

In the event that this Agreement is terminated, SCLC will return to ILS all funds, files, and financial records in its custody. SCLC will cause an audit to take place within ninety (90) days of the expiration of the Agreement. Any funds remaining after all ILS expenditures and obligations are accounted for will be returned to ILS or to its designated entity within thirty (30) days following acceptance of the audit paid for equally by the ILS and SCLC Administrative Councils.

#### 5. <u>Changes in Legislation</u>

Should the California Library Services Act be legislatively amended or restructured in the future, the Administrative Councils for ILS and SCLC shall amend this Agreement in compliance with any required changes.

#### 6. Payment to SCLC for its Services

As payment in full for these services for FY 2024-25 (July 1- June 30) SCLC shall reimburse itself from the:

- Indirect fees from grants up to 10% and negotiated staffing over 10%, when applicable.
- CLSA System Administration fees up to the designated 20%, to be paid in full upon receipt by ILS of CLSA funding from the State, within 30 days of receipt of the funding.
- CLSA Communication and Delivery Fees: Offices Supplies and Telecommunications, a shared cost that is subject to approval by the Administrative Council as part of the system annual budget, to be paid in full upon receipt by ILS of CLSA funding from the State, within 30 days of receipt of the funding.
- Other administrative and fiscal fees to be negotiated. (See Attachment A)

#### 7. <u>Signatures</u>

ILS Administrative Council Chair

Date

SCLC Executive Director

Date

4

### Attachment A - Administrative and Fiscal Fee Schedule for Additional Services

Hourly Staffing Rates\*

Executive Director	\$102.08				
Deputy Director	\$78.40				
Controller	\$68.13				
Project Manager	\$67.99				
Administrative Assistant	\$25.00				
Operational (in addition to hourly)	\$35.00				
Grant	Indirect 10% (additional staff hours paid)				
Non-CLSA project	Negotiated based on hourly rate				
Contracts for CLSA projects	Up to CLSA System Administration				
	allocation, then negotiated based on hourly rate				
Travel	Up to CLSA System Administration allocation, then negotiated based on hourly rate and travel expenses				

\*Hourly rates for non-CLSA projects subject to change with SCLC Administrative Council authorized increases to staff salaries or benefits.

#### AGREEMENT between SANTIAGO LIBRARY SYSTEM and SOUTHERN CALIFORNIA LIBRARY COOPERATIVE

This statement of terms constitutes the Agreement whereby SOUTHERN CALIFORNIA LIBRARY COOPERATIVE (SCLC) will provide support to include Administrative and Fiscal Agent services under the California Library Services Act (CLSA) for the SANTIAGO LIBRARY SYSTEM (SLS).

#### WHEREAS:

- Both Parties acknowledge the importance of regional resource sharing and other programs to improve library service and will collaborate in a planning process to identify and develop long-term programs and services to accomplish these goals.
- Service standards for CLSA programs will be those required by the California Library Services Act (CLSA).
- Revenues, expenditures, reserves, and the annual SLS member fees for services to be provided within a fiscal year are detailed in the SLS Budget. The Budget may be amended or replaced by the SLS Executive Council without requiring consideration or re-approval of this agreement.

#### 1. Dates and Amendments

- The Agreement is effective July 1, 2024.
- The Agreement will be a one-year contract, renewable annually if approved by the SLS Executive Council and SCLC Administrative Council no later than May 31 of the preceding fiscal year.
- Changes in the Agreement may be negotiated at the request of either party. Any
  changes or amendments must be in writing and approved by the SLS Executive Council
  and SCLC Administrative Council.

### 2. <u>Administrative Services</u>

SCLC staff will provide Administrative Services for SLS, to include:

- Preparing a System Plan of Service, System Detailed Budget, and Annual Report in compliance with the requirements of CLSA and the California State Library and subject to approval by the SLS Executive Council.
- Maintaining records and reporting all required statistics in compliance with CLSA and other applicable state and federal requirements.
- Communicating with the SLS Executive Council's Chair and members regularly using email, telephone, regular U.S. mail and other methods as appropriate.

- Coordinating SLS Executive Council meetings, including preparing and distributing Agendas and Minutes, and committee meetings as needed.
- Sending at least one SCLC staff member to personally attend one regularly scheduled May SLS Executive Council meeting; having at least one SCLC staff member attend other meetings virtually.
- Preparing financial reports prior to each Council meeting showing revenues, expenditures, and reserves and submitting such reports as part of the meeting agenda packet.
- Annually developing a budget in collaboration with SLS Executive Council for programs or services to be provided in the subsequent fiscal year.
- Negotiating and drafting agreements with vendors, contractors, or consultants on behalf of SLS for services specifically authorized by CLSA. The Executive Council will have final approval over choices of, contracts with, and performance of any third-party vendors, contractors, or consultants providing services to SLS. A fee for contracts outside the CLSA guidelines will be negotiated.
- Articulating the mission and purpose of SLS at the state level as needed and/or directed;
- Supporting special projects and additional activities not specifically authorized by CLSA as desired by the SLS Executive Council and if SCLC staff has capacity. (Service levels and costs to be negotiated with the Council and added as attachments to the agreement.)
- Submitting an annual audit to the California State Controller as required by governmental agencies.
- Maintaining all appropriate files and records as required by state and federal laws and by SLS's own record retention policies.

The SLS Executive Council and its members will provide SCLC with administrative oversight regarding SLS programs and services through:

- Maintaining close contact with member libraries to review their activities and needs.
- Providing SCLC with meeting schedules, agendas, and materials for any SLS committees that may be established and acting as liaisons to any such committees to ensure continuity and stability if eligible under CLSA Rules and Regulations.
- Monitoring CLSA-required activities and service levels.
- Maintaining close contact with all parties involved in any non-CLSA projects as approved and negotiated with both organizations.

 Approving choices of, contracts with, and performance of any third-party vendors, contractors, or consultants providing services to SLS within CLSA Administrative and Fiscal guidelines.

#### 3. Fiscal Agent Services

SCLC staff will provide Fiscal Agent Services for SLS, to include:

- Arranging for the receipt, deposit, disbursement, and accounting of funds allocated by the State of California or federal government.
- Collecting and depositing member fees and other fees or revenues due to SLS, whether by grant application, invoice, or other means.
- Working with SLS Cooperative Library System's Council, establish procedures for handling receivables and payables in a timely manner, including submitting requests for approval to the Council's Chair for payments in excess of \$5,000.
- Providing comprehensive revenue, expenditure, and reserve financial reports prior to each Council meeting in accordance with the reporting requirements of CLSA and generally accepted accounting principles.
- Working with SLS's Executive Council, prepare and submit reports as required by the State of California or the California Library Services Board, including the Annual Report for Special Districts to the State Controller.
- Establishing procedures to have an independent financial audit performed at the end of every other fiscal year. (Note: Cost of the audit is not covered by this agreement and is charged against CLSA Baseline funds when available.)
- Maintaining all appropriate files and records as required by state and federal laws and by SLS's own record retention policies.

The SLS Executive Council will provide SCLC with administrative oversight of fiscal agent services through:

- Reviewing quarterly fiscal reports and requesting explanations as needed, reviewing and responding to expenditure requests or budget amendments at Executive Council meetings.
- Addressing and resolving any policy or procedural issues brought forward by SCLC staff to ensure that fiscal services are delivered efficiently, accurately, and at a competitive rate, as determined by SLS.

### 4. Dissolution of Agreement

In the event that this Agreement is terminated, SCLC will return to SLS all funds, files, and financial records in its custody. SCLC will cause an audit to take place within ninety (90) days of the expiration of the Agreement. Any funds remaining after all SLS expenditures and obligations are accounted for will be returned to SLS or to its

designated entity within thirty (30) days following acceptance of the audit paid for equally by the SLS Executive Council and SCLC Administrative Council.

#### 5. <u>Changes in Legislation</u>

Should the California Library Services Act be legislatively amended or restructured in the future, the Councils for SLS and SCLC shall amend this Agreement in compliance with any required changes.

#### 6. <u>Payment to SCLC for its Services</u>

As payment in full for these services for FY 2024-25 (July 1- June 30) SCLC shall reimburse itself from the:

- Indirect fees from grants up to 10% and negotiated staffing over 10%, when applicable.
- CLSA System Administration fees up to the designated 20%, to be paid in full upon receipt by SLS of CLSA funding from the State, within 30 days of receipt of the funding.
- CLSA Communication and Delivery Fees: Offices Supplies and Telecommunications, a shared cost that is subject to approval by the Administrative Council as part of the system annual budget, to be paid in full upon receipt by ILS of CLSA funding from the State, within 30 days of receipt of the funding.
- Other administrative and fiscal fees to be negotiated. (See Attachment A)

#### 7. <u>Signatures</u>

SLS Executive Council Chair

Date

SCLC Executive Director

Date

## Attachment A - Administrative and Fiscal Fee Schedule for Additional Services

Hourly Staffing Rates\*

Executive Director	\$102.08				
Deputy Director	\$78.40				
Controller	\$68.13				
Project Manager	\$67.99				
Administrative Assistant	\$25.00				
Operational (in addition to hourly)	\$35.00				
Grant	Indirect 10% (additional staff hours paid)				
Non-CLSA project	Negotiated based on hourly rate				
Contracts for CLSA projects	Up to CLSA System Administration				
	allocation, then negotiated based on hourly rate				
Travel	Up to CLSA System Administration allocation, then negotiated based on hourly rate and travel expenses				

\*Hourly rates for non-CLSA projects subject to change with SCLC Administrative Council authorized increases to staff salaries or benefits.

#### AGREEMENT between SERRA COOPERATIVE LIBRARY SYSTEM and SOUTHERN CALIFORNIA LIBRARY COOPERATIVE

This statement of terms constitutes the Agreement whereby SOUTHERN CALIFORNIA LIBRARY COOPERATIVE (SCLC) will provide support to include Administrative and Fiscal Agent services under the California Library Services Act (CLSA) for SERRA COOPERATIVE LIBRARY SYSTEM (SERRA).

# WHEREAS:

- Both Parties acknowledge the importance of regional resource sharing and other programs to improve library service and will collaborate in a planning process to identify and develop long-term programs and services to accomplish these goals.
- Service standards for CLSA programs will be those required by the California Library Services Act (CLSA).
- Revenues, expenditures, reserves, and the annual SERRA member fees for services to be provided within a fiscal year are detailed in the SERRA Budget. The Budget may be amended or replaced by the SERRA Administrative Council without requiring consideration or re-approval of this agreement.

### 1. Dates and Amendments

- The Agreement is effective July 1, 2024.
- The Agreement will be a one-year contract, renewable annually if approved by SERRA and SCLC Administrative Councils no later than May 31 of the preceding fiscal year.
- Changes in the Agreement may be negotiated at the request of either party. Any
  changes or amendments must be in writing and approved by the SERRA and SCLC
  Administrative Councils.

# 2. <u>Administrative Services</u>

SCLC staff will provide Administrative Services for SERRA, to include:

- Preparing a System Plan of Service, System Detailed Budget, and Annual Report in compliance with the requirements of CLSA and the California State Library and subject to approval by the SERRA Administrative Council.
- Maintaining records and reporting all required statistics in compliance with CLSA and other applicable state and federal requirements.
- Communicating with the SERRA Council's Chair and members regularly using email, telephone, regular U.S. mail and other methods as appropriate.
- Coordinating Administrative Council meetings, including preparing and distributing Agendas and Minutes, and committee meetings as needed.

- Sending at least one SCLC staff member to personally attend one regularly scheduled May SERRA Administrative Council meeting; having at least one SCLC staff member attend other meetings via conference call.
- Preparing financial reports prior to each Council meeting showing revenues, expenditures, and reserves and submitting such reports as part of the meeting agenda packet.
- Annually developing a budget in collaboration with SERRA Administrative Council for programs or services to be provided in the subsequent fiscal year.
- Negotiating and drafting agreements with vendors, contractors, or consultants on behalf of SERRA for services specifically authorized by CLSA. The Administrative Council will have final approval over choices of, contracts with, and performance of any third-party vendors, contractors, or consultants providing services to SERRA. A fee for contracts outside the CLSA guidelines will be negotiated.
- Articulating the mission and purpose of SERRA at the state level as needed and/or directed.
- Administering state grants received by SERRA, including coordinating activities with SERRA representatives and/or recipients, as well as preparing all required reports. (Service levels and costs to be negotiated with the Council and added as attachments to the agreement.)
- Supporting special projects and additional activities not specifically authorized by CLSA as desired by the SERRA Administrative Council and if SCLC staff has capacity. (Service levels and costs to be negotiated with the Council and added as attachments to the agreement, subject to SCLC staff capacity.)
- Submitting an annual audit to the California State Controller as required by governmental agencies.
- Maintaining all appropriate files and records as required by state and federal laws and by SERRA's own record retention policies.

The SERRA Administrative Council and its members will provide SCLC with administrative oversight regarding SERRA programs and services through:

- Maintaining close contact with member libraries to review their activities and needs.
- Providing SCLC with meeting schedules, agendas, and materials for any SERRA committees that may be established and acting as liaisons to any such committees to ensure continuity and stability if eligible under CLSA Rules and Regulations.
- Monitoring CLSA-required activities and service levels.

- Maintaining close contact with all parties involved in any non-CLSA projects as approved and negotiated with both organizations.
- Approving choices of, contracts with, and performance of any third-party vendors, contractors, or consultants providing services to SERRA within CLSA Administrative and Fiscal guidelines.

#### 3. Fiscal Agent Services

SCLC staff will provide Fiscal Agent Services for SERRA, to include:

- Arranging for the receipt, deposit, disbursement, and accounting of funds allocated by the State of California or federal government.
- Collecting and depositing member fees and other fees or revenues due to SERRA, whether by grant application, invoice, or other means.
- Working with SERRA Cooperative Library System's Council, establish procedures for handling receivables and payables in a timely manner, including submitting requests for approval to the Council's Chair for payments in excess of \$5,000.
- Providing comprehensive revenue, expenditure, and reserve financial reports prior to each Council meeting in accordance with the reporting requirements of CLSA and generally accepted accounting principles.
- Working with SERRA's Administrative Council, prepare and submit reports as required by the State of California or the California Library Services Board, including the Annual Report for Special Districts to the State Controller.
- Establishing procedures to have an independent financial audit performed at the end of the fiscal year. (*Note: Cost of the audit is not covered by this agreement and is charged against CLSA Baseline funds when available.*)
- Maintaining all appropriate files and records as required by state and federal laws and by SERRA's own record retention policies.

The SERRA Administrative Council will provide SCLC with administrative oversight of fiscal agent services through:

- Reviewing quarterly fiscal reports and requesting explanations as needed, and reviewing and responding to expenditure requests or budget amendments at Administrative Council meetings.
- Addressing and resolving any policy or procedural issues brought forward by SCLC staff to ensure that fiscal services are delivered efficiently, accurately, and at a competitive rate, as determined by SERRA.

# 4. Dissolution of Agreement

In the event that this Agreement is terminated, SCLC will return to SERRA all funds, files, and financial records in its custody. SCLC will cause an audit to take place within ninety (90) days of the expiration of the Agreement. Any funds remaining after all SERRA expenditures and obligations are accounted for will be returned to SERRA or to its designated entity within thirty (30) days following acceptance of the audit paid for equally by the SERRA and SCLC Administrative Councils.

# 5. <u>Changes in Legislation</u>

Should the California Library Services Act be legislatively amended or restructured in the future, the Administrative Councils for SERRA and SCLC shall amend this Agreement in compliance with any required changes.

# 6. Payment to SCLC for its Services

As payment in full for these services for FY 2024-25 (July 1- June 30) SCLC shall reimburse itself from the:

- Indirect fees from grants up to 10% and negotiated staffing over 10%, when applicable.
- CLSA System Administration fees up to the designated 20%, to be paid in full upon receipt by SERRA of CLSA funding from the State, within 30 days of receipt of the funding.
- CLSA Communication and Delivery Fees: Offices Supplies and Telecommunications, a shared cost that is subject to approval by the Administrative Council as part of the system annual budget, to be paid in full upon receipt by SERRA of CLSA funding from the State, within 30 days of receipt of the funding.
- Other administrative and fiscal fees to be negotiated. (See Attachment A)

# 7. <u>Signatures</u>

SERRA Administrative Council Chair

Date

Date

SCLC Executive Director

## Attachment A - Administrative and Fiscal Fee Schedule for Additional Services

Hourly Staffing Rates\*

Executive Director	\$102.08				
Deputy Director	\$78.40				
Controller	\$68.13				
Project Manager	\$67.99				
Administrative Assistant	\$25.00				
Operational (in addition to hourly)	\$35.00				
Grant	Indirect 10% (additional staff hours paid)				
Non-CLSA project	Negotiated based on hourly rate				
Contracts for CLSA projects	Up to CLSA System Administration				
	allocation, then negotiated based on hourly rate				
Travel	Up to CLSA System Administration allocation, then negotiated based on hourly rate and travel expenses				

\*Hourly rates for non-CLSA projects subject to change with SCLC Administrative Council authorized increases to staff salaries or benefits.

AC Agenda Item 5



# REPORT TO THE ADMINISTRATIVE COUNCIL

SOUTHERN CALIFORNIA LIBRARY COOPERATIVE

DATE: July 17, 2024 FROM: Andy Beck, Controller

# SUBJECT: Proposed Budget Amendment for FY 2024/25 (ACTION)

BACKGROUND: The California Governor signed the 2024 state budget legislation on June 29, 2024. The budget included a reduction in the California Library Services Act (CLSA) appropriation by approximately 50%. As a result, Southern California Library Cooperative (System) witnessed a reduction of \$336,062 in CLSA funding (\$268,850 baseline and \$67,212 administration).

Based on the adjusted CLSA appropriation and the approved distribution for e-Resources, an amendment to the approved budget for FY 2024/25 is necessary. For revenues, the proposed budget amendment includes the following:

- CLSA Communications & Delivery increase by \$365,773 from \$570,472 to \$936,245
- CLSA System Administration reduced by \$67,212 from \$139,416 to \$72,204

For expenditures, the proposed budget amendment is as follows:

- E-resources increased by \$365,773 from \$445,532 to \$811,305
- Total other expenditures decreased by \$7,000 from \$946,017 to \$939,017

FISCAL IMPACT: A budget deficit of \$151,199 is noted for FY 2024/25. The deficit will be covered by the Systems unrestricted funds.

RECOMMENDATION: Approve the Proposed Budget Amendment.

EXHIBITS:

a. Proposed Budget for FY 2024/25

#### Southern California Library Cooperative Proposed Budget Amendment FY 2024/25

	Approved FY 24/25				Amended FY24/25	
		Budget	An	nendment		Budget
Revenues:						
CLSA baseline revenue (communications and delivery)	\$	570,472	\$	365,773	\$	936,245
CLSA system administration		139,416		(67,212)		72,204
Fiscal and administration revenues		222,102		-		222,102
Grant project revenues		590,002		-		590,002
Grant indirect revenues		66,103		-		66,103
Grant staffing revenues		71,014		-		71,014
Membership dues		241,805		-		241,805
Califa membership dues		13,590		-		13,590
Investment income		100,000		-		100,000
Other		1,000		-		1,000
Total revenues	\$	2,015,504	\$	298,561	\$	2,314,065
Expenditures:						
CLSA baseline expenditures:						
Office supplies	\$	8,500	\$	-	\$	8,500
Duplication and photocopies		1,500		-		1,500
E-Resources		445,532		365,773		811,305
Contract services for delivery		70,000		-		70,000
Contract services		20,565		-		20,565
Telecommunications		24,375		-		24,375
Total CLSA baseline expenditures		570,472	_	365,773		936,245
CLSA administration expenditures:						
Personnel						
Salary and wages		542,030		-		542,030
Retirement benefits		58,591		-		58,591
Unfunded pension liability		179,143		-		179,143
Health insurance - current employees		47,040		-		47,040
Health insurance - retired employees		34,326		-		34,326
Dental and vision		4,053		-		4,053
Life insurance		1,190		-		1,190
Other personnel expenses		14,544		-		14,544
Total personnel expenditures		880,917		-		880,917
Other		7 000		(6 500)		500
Payroll processing		7,000		(6,500)		500
Accounting software		3,000		-		3,000
Office space rent		21,000		-		21,000
Insurance		2,500		-		2,500
Travel/conference/meeting		10,000		-		10,000
Membership dues		14,600		-		14,600
Legal		5,000		-		5,000
Other		2,000		(500)		1,500
Total other expenditures		65,100		(7,000)		58,100
Total CLSA administration expenditures		946,017		(7,000)		939,017
Grant project expenditure		590,002	_		_	590,002
Total expenditure	\$	2,106,491	\$	358,773	\$	2,465,264
Deficit of revenues over expenditures	\$	(90,987)	\$	(60,212)	\$	(151,199)