



**Southern California Library Cooperative
Executive Committee - Special Meeting Agenda**

**Thursday, October 1, 2026
1:00 – 2:00 pm**

Virtual Meeting

Join Zoom Meeting:

<https://us02web.zoom.us/j/89196482076?pwd=6hwyMJsUzdCiMlOaCE2hxuMQwyNas1.1>

Meeting ID: 891 9648 2076

Passcode: 229007

Alternate Meeting Locations:

Calabasas Library, 200 Civic Center Way, Calabasas, CA 91302
El Segundo Public Library, 111 W. Mariposa Ave., El Segundo, CA 90245
Palos Verdes Library District, 701 Silver Spur Rd., Rolling Hills Estates, CA 90274
Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401
Sierra Madre Public Library, 440 W. Sierra Madre Blvd., Sierra Madre, CA 91024
Simi Valley Public Library, 2969 Tapo Canyon Rd., Simi Valley, CA 93063

All items may be considered for action.

1. Opening Erica Cuyugan
 - a. Chairperson's Welcome
 - b. Roll Call
2. Public Comment
Opportunity for any guest or member of the public to address the Committee on any item of SCLC business.
3. Consent Calendar Erica Cuyugan
(ACTION)
All items on the consent calendar may be approved by a single motion. Any Committee member may request an item be removed from the consent calendar and placed on the agenda for discussion.
 - a. Minutes of the August 13, 2026, Executive Committee regular meeting
4. Adoption of Agenda Erica Cuyugan

- | | |
|---|------------------|
| 5. Budget Status Report for FY 2026/27
(DISCUSSION) | Andy Beck |
| 6. Evaluation of Delivery Services and Member
Needs Survey
(ACTION) | Christine Powers |
| 7. Other | Erica Cuyugan |
| 8. Adjournment | Erica Cuyugan |

Southern California Library Cooperative
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(626) 283-5949 • Fax (626) 283-5949
Website : <http://www.socallibraries.org> • E-mail : sclcadmin@socallibraries.org



**Southern California Library Cooperative
Executive Committee Meeting Minutes**

Thursday, August 13, 2026, 1:00 – 2:00 pm

Hybrid Meeting

Meeting Location:

Santa Monica Main Library, Staff Meeting Room, 2nd Floor
601 Santa Monica Blvd., Santa Monica, CA 90401

Alternate Meeting Locations:

Moorpark City Library, 699 Moorpark Ave., Moorpark, CA 93021
Oxnard Public Library, 251 S. A St., Oxnard, CA 93030
Simi Valley Public Library, 2969 Tapo Canyon Rd., Simi Valley, CA 93063

Attendance

Addington, Jennifer - PVP
Arciero, Leila - SMD
Ashmore, Kathleen - OXN
Conwell, Christine - MOOR
Cuyugan, Erica - SAM
Nasr, Mandy - CAM
Wronka, Stephanie - SVPL

Absent

Herbert, Mark - ELS

Other

Beck, Andy SCLC
Powers, Christine SCLC
Snodgrass, Nerissa SCLC

1. Opening

Meeting called to order at 1:04 pm.

- a. Chairperson's Welcome
- b. Roll Call

Erica Cuyugan

2. Public Comment

Opportunity for any guest or member of the public to address the Committee on any item of SCLC business.

None

3. Consent Calendar
(ACTION)

Erica Cuyugan

All items on the consent calendar may be approved by a single motion. Any Committee member may request an item be removed from the consent calendar and placed on the agenda for discussion.

- a. Minutes of the May 28, 2026, Executive Committee regular meeting
MSP (Addington/Wronka) to approve the Consent Calendar as presented.
6 yes, 0 no, 0 abstain

Leila Arciero joined the meeting at 1:12 pm.

4. Adoption of Agenda Erica Cuyugan
The Chair adopted the agenda, as presented.
5. Budget Status Report for FY 2025/26 Andy Beck
(DISCUSSION)
Controller Andy Beck presented the Budget Status Report for FY 2025/26.
6. Revised CLSA Plan of Service and Budget Christine Powers
for FY 2026/27
(ACTION)
MSP (Addington/Arciero) to recommend using additional CLSA funding to distribute to SCLC member libraries for e-resources and sign and approve the CLSA Plan of Service.
7 yes, 0 no, 0 abstain
7. Proposed Budget Amendment for FY 2026/27 Andy Beck
(ACTION)
MSP (Arciero/Addington) to approve the Proposed Budget Amendment for FY 2026/27.
7 yes, 0 no, 0 abstain
8. Other Erica Cuyugan
None
9. Adjournment Erica Cuyugan
MS (Addington/Nasr) to adjourn the meeting at 1:55 pm.



REPORT TO THE EXECUTIVE COMMITTEE

SOUTHERN CALIFORNIA LIBRARY COOPERATIVE

DATE: October 1, 2026
FROM: Andy Beck, Controller

SUBJECT: **Budget Status Report for FY 2026/27 (DISCUSSION)**

BACKGROUND: The Budget Status Report for Fiscal Year 2026/27 is attached for review and reflects reconciled bank statements through July 1, 2026.

For revenues, membership dues of \$251,107 were recorded as financial resources available for use. Other revenues include CLSA baseline of \$50,477, CLSA system administration of \$9,202, fiscal and administrative revenues of \$19,044, and grant revenues of \$54,395, which were recorded as earned.

Expenses include communications and delivery of \$50,476, personnel expenses of \$279,121, other administrative expenses of \$15,734, and grant expenses of \$35,178. These expenses do not reflect what was paid but amounts that were incurred.

As of July 31, 2026, the System has a surplus of \$17,306 and cash and investments total \$2,427,617.

FISCAL IMPACT: None

RECOMMENDATION: Informational item

EXHIBITS:

- a. Budget Status Report
- b. Bank Statements July 2026

	Actual FY 2025/26	Approved Budget FY 2026/27	Actual	Difference	% Unrealized
Revenues					
CLSA communications and delivery	\$ 573,419	\$ 679,317	\$ 50,477	\$ 628,840	7.43%
CLSA system administration	72,207	110,425	9,202	101,223	8.33%
Fiscal and administration revenues	215,841	220,000	19,044	200,956	8.66%
Grant project revenues	2,089,975	425,000	35,178	389,822	8.28%
Grant indirect revenues	152,808	43,000	3,961	39,039	9.21%
Grant staffing revenues	90,551	78,500	15,256	63,244	19.43%
Membership dues	246,178	251,107	251,107	-	100.00%
Califa membership dues	13,590	13,590	13,590	-	100.00%
Investment income	72,663	52,500	-	52,500	0.00%
Other	552	500	-	500	0.00%
Total revenues	\$ 3,527,784	\$ 1,873,939	\$ 397,815	\$ 1,476,124	21.23%
Communications and delivery expenses					
Office supplies	\$ 5,819	\$ 7,000	\$ 179	\$ 6,821	2.56%
E-Resources	465,308	553,017	38,966	514,051	7.05%
Contract services for delivery	66,587	75,000	5,950	69,050	7.93%
Contract services	13,545	20,500	1,665	18,835	8.12%
Telecommunications	22,160	23,800	3,716	20,084	15.61%
Total communications & delivery expenses	\$ 573,419	\$ 679,317	\$ 50,476	\$ 628,841	7.43%
Personnel expenses					
Salary and wages	\$ 406,478	\$ 430,000	\$ 49,605	\$ 380,395	11.54%
Retirement benefits	48,617	52,000	5,906	46,094	11.36%
Unfunded pension liability	197,654	224,272	217,015	7,257	96.76%
Health allotment - current employees	37,463	37,500	4,323	33,177	11.53%
Health insurance - retired employees	12,514	12,000	975	11,025	8.13%
Dental and vision	2,812	2,880	244	2,636	8.47%
Life insurance	914	1,000	152	848	15.20%
Other personnel expenses	12,498	12,500	901	11,599	7.21%
Total personnel expenses	\$ 718,950	\$ 772,152	\$ 279,121	\$ 493,031	36.15%
Other expenses					
Accounting software	\$ 2,930	\$ 2,500	\$ 194	\$ 2,306	7.76%
Office space rent	16,080	16,100	1,340	14,760	8.32%
Insurance	3,411	3,000	247	2,753	8.23%
Travel/conference/meeting	3,110	10,000	350	9,650	3.50%
Membership dues	14,165	14,600	13,590	1,010	93.08%
Legal	3,778	6,000	-	6,000	0.00%
Other	732	1,500	13	1,487	0.87%
Total other expenses	\$ 44,206	\$ 53,700	\$ 15,734	\$ 37,966	29.30%
Grant expenses					
Federal grant	\$ 2,089,974	\$ 425,000	\$ 35,178	\$ 389,822	8.28%
State grant	-	-	-	-	0.00%
Total grant expenses	\$ 2,089,974	\$ 425,000	\$ 35,178	\$ 389,822	8.28%
Summary					
Revenues	\$ 3,527,784	\$ 1,873,939	\$ 397,815	\$ 1,476,124	21.23%
Expenses	3,426,549	1,930,169	380,509	1,549,660	19.71%
Surplus (Deficit)	\$ 101,235	\$ (56,230)	\$ 17,306	\$ (73,536)	-30.78%

Note

* SIP457 = \$4,323

Southern California Library Cooperative

Budget to Actual Report

July 30, 2026

Cash and Investments	Balance
Chase	\$ 666,418
Local Agency Investment Fund	180,569
CalPERS Employer Prefunding Pension Trust	111,397
U.S. Treasuries	1,469,233
Total	\$ 2,427,617



JPMorgan Chase Bank, N.A.
P O Box 44959
Indianapolis, IN 46244 - 4959

July 01, 2026 through July 31, 2026

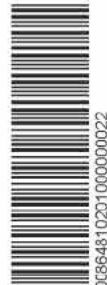
Account Number: [REDACTED]

CUSTOMER SERVICE INFORMATION

Web site: www.Chase.com
Service Center: **1-877-425-8100**
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679
We accept operator relay calls

00086481 DRE 703 210 21726 NNNNNNNNNN 1 000000000 Z9 0000

SOUTHERN CALIFORNIA LIBRARY COOPERATIVE
OPERATING ACCOUNT
222 E HARVARD ST
GLENDALE CA 91205-1017



CHECKING SUMMARY

Chase Platinum Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$1,005,696.80
Checks Paid	6	-4,760.89
Electronic Withdrawals	24	-334,771.33
Fees	1	-12.50
Ending Balance	31	\$666,152.08

Your Chase Platinum Business Checking account provides:

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account – please review the Additional Banking Services and Fees for Business Accounts at chase.com/business/disclosures or visit a Chase branch.

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
1412 ^		07/10	\$100.00
1413 ^		07/15	1,340.00
1414 ^		07/14	45.50
1415 ^		07/13	466.00
1416 ^		07/17	1,469.39
1417 ^		07/30	1,340.00
Total Checks Paid			\$4,760.89

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

^ An image of this check may be available for you to view on Chase.com.

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
07/01	Orig CO Name:Calpers Orig ID:1946207465 Desc Date: CO Entry Descr:1800 Sec:CCD Trace#:042000010617014 Eed:260701 Ind ID:7503917825 Ind Name:Southern California Li 100000018330662 Pab Tm: 1820617014Tc	\$975.09
07/02	Orig CO Name:Intuit Payroll S Orig ID:1722616679 Desc Date:260702 CO Entry Descr:Quickbookssec:CCD Trace#:021000023792466 Eed:260702 Ind ID:953877419 Ind Name:Southern California Li Ervice 953877419 Tm: 1833792466Tc	11,571.71
07/02	Orig CO Name:+Lincoln Nationa Orig ID:6203950959 Desc Date: CO Entry Descr:EDI Pymntssec:CCD Trace#:091000013792468 Eed:260702 Ind ID:Vzhbeifwdt Ind Name:Southern California Li Rmr*IV*910000116253951253444Ardis-P Re\ EDI Tm: 1833792468Tc	60.99
07/03	Orig CO Name:Irs Orig ID:3387702000 Desc Date:070326 CO Entry Descr:Usatxpymtsec:CCD Trace#:061036011509594 Eed:260703 Ind ID:225658495137964 Ind Name:Southern California Li Trn: 1841509594Tc	3,051.99
07/03	Orig CO Name:Employment Devel Orig ID:2282533055 Desc Date:070226 CO Entry Descr:Edd Eftpmtsec:CCD Trace#:042000011509596 Eed:260703 Ind ID:1399099360 Ind Name:Southern California Li Payment Tm: 1841509596Tc	1,043.86
07/08	07/08 Online ACH Payment 11227007215 To Scldelivery (#####3792)	2,548.00
07/09	Orig CO Name:Calpers Orig ID:1946207465 Desc Date: CO Entry Descr:3100 Sec:CCD Trace#:042000019167408 Eed:260709 Ind ID:7503917825 Ind Name:Southern California Li 100000018324940 Cur Tm: 1909167408Tc	2,122.16
07/09	Orig CO Name:Calpers Orig ID:1946207465 Desc Date: CO Entry Descr:1900 Sec:CCD Trace#:011000029167413 Eed:260709 Ind ID:7503917825 Ind Name:Southern California Li 100000018347691 Irc Tm: 1909167413Tc	1,825.90
07/09	Orig CO Name:Progent Corporat Orig ID:1273846756 Desc Date:260708 CO Entry Descr:8007939400Sec:CCD Trace#:091000019167406 Eed:260709 Ind ID:12278997758 Ind Name:Southern California Li 20260708060000Pgcach Tm: 1909167406Tc	1,473.00
07/09	Orig CO Name:Calpers Orig ID:1946207465 Desc Date: CO Entry Descr:3100 Sec:CCD Trace#:042000019167410 Eed:260709 Ind ID:7503917825 Ind Name:Southern California Li 100000018324978 Cur Tm: 1909167410Tc	805.32
07/15	Orig CO Name:Calpers Orig ID:1946207465 Desc Date: CO Entry Descr:1900 Sec:CCD Trace#:042000015920546 Eed:260715 Ind ID:7503917825 Ind Name:Southern California Li 100000018342919 Unf Tm: 1965920546Tc	217,015.00
07/16	Orig CO Name:Intuit Payroll S Orig ID:1722616679 Desc Date:260716 CO Entry Descr:Quickbookssec:CCD Trace#:021000024526403 Eed:260716 Ind ID:953877419 Ind Name:Southern California Li Ervice 953877419 Tm: 1974526403Tc	11,571.68
07/17	Orig CO Name:Irs Orig ID:3387702000 Desc Date:071726 CO Entry Descr:Usatxpymtsec:CCD Trace#:061036019835761 Eed:260717 Ind ID:225659870262045 Ind Name:Southern California Li Trn: 1989835761Tc	3,052.05
07/17	Orig CO Name:American Express Orig ID:9493560001 Desc Date:260717 CO Entry Descr:ACH Pmt Sec:CCD Trace#:021000029835763 Eed:260717 Ind ID:A9996 Ind Name:Christine Powers Am Tm: 1989835763Tc	1,440.98
07/17	Orig CO Name:Employment Devel Orig ID:2282533055 Desc Date:071626 CO Entry Descr:Edd Eftpmtsec:CCD Trace#:042000019835759 Eed:260717 Ind ID:821817312 Ind Name:Southern California Li Payment Tm: 1989835759Tc	1,043.86
07/21	07/21 Online ACH Payment 11228802006 To Scldelivery (#####3792)	2,670.00
07/28	07/28 Online ACH Payment 11229674606 To Workcarrels (#####8549)	13,522.80
07/28	Orig CO Name:CA Dept Tax Fee Orig ID:2822162215 Desc Date:260728 CO Entry Descr:Cdtfa Epmtsec:CCD Trace#:042000016900619 Eed:260728 Ind ID:25260875 Ind Name:Southern California Li Tm: 2096900619Tc	38,556.00



July 01, 2026 through July 31, 2026

Account Number: [REDACTED]

ELECTRONIC WITHDRAWALS (continued)

DATE	DESCRIPTION	AMOUNT
07/29	Orig CO Name:Calpers Orig ID:1946207465 Desc Date: CO Entry Descr:3100 Sec:CCD Trace#:042000011826792 Eed:260729 Ind ID:7503917825 Ind Name:Southern California Li 100000018324960 Cur Trn: 2101826792Tc	2,122.16
07/29	Orig CO Name:Calpers Orig ID:1946207465 Desc Date: CO Entry Descr:1900 Sec:CCD Trace#:011000021826789 Eed:260729 Ind ID:7503917825 Ind Name:Southern California Li 100000018365337 Irc Trn: 2101826789Tc	1,825.90
07/29	Orig CO Name:Calpers Orig ID:1946207465 Desc Date: CO Entry Descr:3100 Sec:CCD Trace#:042000011826794 Eed:260729 Ind ID:7503917825 Ind Name:Southern California Li 100000018324999 Cur Trn: 2101826794Tc	805.32
07/30	Orig CO Name:Intuit Payroll S Orig ID:1722616679 Desc Date:260730 CO Entry Descr:Quickbookssec:CCD Trace#:021000023735321 Eed:260730 Ind ID:953877419 Ind Name:Southern California Li Ervice 953877419 Trn: 2113735321Tc	11,571.71
07/31	Orig CO Name:Irs Orig ID:3387702000 Desc Date:073126 CO Entry Descr:Usatxpymtsec:CCD Trace#:061036012571202 Eed:260731 Ind ID:225661285654923 Ind Name:Southern California Li Trn: 2122571202Tc	3,051.99
07/31	Orig CO Name:Employment Devel Orig ID:2282533055 Desc Date:073026 CO Entry Descr:Edd Eftpmntsec:CCD Trace#:042000012571204 Eed:260731 Ind ID:1018265568 Ind Name:Southern California Li Payment Trn: 2122571204Tc	1,043.86
Total Electronic Withdrawals		\$334,771.33

FEES

DATE	DESCRIPTION	AMOUNT
07/03	Service Charges For The Month of June	\$12.50
Total Fees		\$12.50

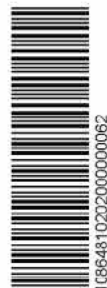
DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
07/01	\$1,004,721.71	07/13	979,640.28	07/21	739,991.82
07/02	993,089.01	07/14	979,594.78	07/28	687,913.02
07/03	988,980.66	07/15	761,239.78	07/29	683,159.64
07/08	986,432.66	07/16	749,668.10	07/30	670,247.93
07/09	980,206.28	07/17	742,661.82	07/31	666,152.08
07/10	980,106.28				

SERVICE CHARGE SUMMARY

Monthly Service Fee	\$0.00
Other Service Charges	\$12.50
Total Service Charges	\$12.50 Will be assessed on 8/5/26

The monthly service fee was waived on your Chase Platinum Business Checking account because you maintained the required relationship balance.



10864810202000000062



July 01, 2026 through July 31, 2026

Account Number: [REDACTED]

SERVICE CHARGE DETAIL

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/UNIT	TOTAL
Monthly Service Fee					
Monthly Service Fee Waived	0			\$95.00	\$0.00
Other Service Charges:					
Credits					
Non-Electronic Transactions	27	500	0	\$0.50	\$0.00
Cash Management Services					
Standard ACH Pmnts Initial Fee	5	0	5	\$2.50	\$12.50
Debit Block Maintenance	1	0	1	\$0.00	\$0.00
ACH Debit Block - Authorized ID	26	0	26	\$0.00	\$0.00
Quick Deposit Single Feed Maint	1	0	1	\$0.00	\$0.00
Subtotal Other Service Charges (Will be assessed on 8/5/26)					\$12.50

ACCOUNT [REDACTED]

Other Service Charges:	
Credits	
Non-Electronic Transactions	27
Cash Management Services	
Standard ACH Pmnts Initial Fee	5
Debit Block Maintenance	1
ACH Debit Block - Authorized ID	26
Quick Deposit Single Feed Maint	1

Reminder: Fees associated with ACH Payments, Real Time Payments, Same Day ACH, ACH Collections and Chase QuickDepositSM are based on previous month activity.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

Call us at 1-866-564-2262 or write us at the address on the front of this statement immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will provide provisional credit to your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

For business accounts, our practice is to follow the procedures described above as detailed in your Deposit Account Agreement or other applicable agreements, but we are not legally required to do so. For example, we require you to notify us no later than 30 days after we sent you the first statement on which the error appeared. We may require you to provide us with a written statement that the disputed transaction was unauthorized. We are also not required to give provisional credit.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC FUNDS TRANSFERS: Contact us immediately if your statement is incorrect or if you need more information about any non-electronic funds transfers on this statement. For more details, see your Deposit Account Agreement or other applicable agreements that govern your account.

JPMorgan Chase Bank, N.A. Member FDIC



REPORT TO THE EXECUTIVE COMMITTEE

SOUTHERN CALIFORNIA LIBRARY COOPERATIVE

DATE: October 1, 2026
FROM: Christine Powers, Executive Director
Nerissa Snodgrass, Project Manager

SUBJECT: **Evaluation of Delivery Services and Member Needs Survey (ACTION)**

BACKGROUND: The Southern California Library Cooperative (SCLC) has maintained a contract with Reliant Express Courier for systemwide delivery services since fiscal year 2014-15. Current service consists of three routes, each operated twice weekly (with some exceptions, as noted), providing delivery among 40 member libraries in Los Angeles and Ventura Counties. The original agreement is included as “Exhibit a” of this report, and the current delivery routes are included as “Exhibit b” of this report.

This agreement has not been updated since its original effective date of July 1, 2014. Over the past 13 years, delivery costs have increased by 9.4% to approximately \$69,420 for the current fiscal year. Delivery counts conducted over four (4) two-week periods in FY 2025/26 indicate an average of approximately 1,350 materials moved systemwide in a two-week period.

Over the past two years, SCLC members have reported concerns regarding the consistency and reliability of service, with reports becoming more frequent in this calendar year. At several libraries, materials waited weeks to be picked up, including time-sensitive interlibrary loan items. Los Angeles Public Library reported about 10 large boxes waiting for pickup, and Burbank and Ventura reported that their outgoing materials were overflowing. Libraries have also reported books going to the wrong destination and one correctly labeled item being returned to the sending library several times. In another instance, about 30 books intended for other libraries were delivered to El Segundo.

SCLC staff have spent considerable time investigating missed service and arranging pickups while library materials have been delayed. Staff have brought these issues to the attention of the owner of Reliant and worked with the vendor through driver and route changes, but members continue to report problems.

Reliant Express Courier is a small company that relies on independent contractors paid hourly who use their own vehicles, and does not use a centralized courier tracking system. This operating model may contribute to variability in vehicle capacity, route coverage, and service continuity. Given this, the continued problems reported by members, and a contract that has not been updated in over a decade, staff recommend that SCLC evaluate courier options.

Before developing a new procurement, staff recommend surveying member libraries to confirm current and anticipated delivery needs, including desired frequency, volume, schedules, service standards, tracking and communication expectations, and site-specific requirements. A draft survey is included as “Exhibit c” for the Executive Committee’s review and feedback. Once finalized, staff would distribute the survey to all members. Staff would then report the survey results to the Administrative Council and present a draft scope of services for the Council’s authorization to issue a request for quotes.

FISCAL IMPACT: There is no immediate fiscal impact associated with distributing the member survey or preparing a request for quotes. Any future contract award and related fiscal impact will be presented to the Executive Committee and Administrative Council for consideration after quotes are received and evaluated.

RECOMMENDATION: It is recommended that the Executive Committee authorize staff to distribute a delivery-needs survey to SCLC member libraries and, based on the findings, prepare a report for consideration and discussion at the next Administrative Council meeting in November. The report will present the survey results, a proposed scope of services, and a request for authorization to issue a request for quotes for delivery services before the end of the fiscal year.

EXHIBIT:

- a. Independent Contractor Service Agreement with Reliant Express Courier
- b. Delivery Routes
- c. Draft SCLC Member Delivery Needs Survey

Independent Contractor Services Agreement

This Agreement is made and entered into this 1st day of July, 2014, by and between Southern California Library Cooperative, (herein "Company") with offices at 248 E. Foothill Blvd # 101 , Monrovia, CA. 91016 and Reliant Express Courier (herein "Contractor").

The parties desire to enter into this Agreement whereby Contractor will perform such services as described. In Consideration of the mutual covenants hereinafter set forth, Contractor and Company do hereby respectively grant, covenant and agree as follows:

1. **Representations and Relationship.** The representations set forth in Exhibit A are true and correct and are made a part hereof. Contractor is an independent contractor of Company and nothing herein shall be construed to constitute the parties hereto as having the relationship of employer-employee, partners, or joint venturers; however, Company reserves the right to appoint Contractor as a Manager of Company if deemed to be in the best interests of Company. Regardless of the appointment of Contractor as Manager of Company, this Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided herein. Neither Company nor Contractor shall be liable for any obligation to the employees, agents, contractors, or other parties utilized by the other party for any reason whatsoever.

As an independent contractor, Contractor shall be solely responsible to pay all applicable taxes arising from payments made by Company, including, but not limited to, social security, self-employment taxes and disability insurance.

2. **Engagement of Contractor.** Company does hereby engage the services of Contractor for the purpose of providing services to Company (such services are referred to as the "SCLC Delivery"). Contractor hereby accepts such engagement and agrees to perform the services as specified on Exhibit A and B attached hereto.

3. **Responsibilities of Contractor.** Contractor does hereby agree, throughout the term of this Agreement, as follows:

a. Contractor will fulfill responsibilities as specified on Exhibit A attached hereto.

b. Contractor will be accessible to address critical issues as needed, regardless of the day of week or time of day.

c. Company's management reserves the right to add and/or change the duties and responsibilities of Contractor on an as needed basis.

d. Contractor will be fully responsible and liable and will indemnify and hold Company harmless from any liability asserted against Company arising from any activities of Contractor, its employees, agents, independent contractors.

e. Contractor shall be liable to Company for full replacement cost value of merchandise, damages, or injury to cargo, up to a maximum of \$5,000.00, while cargo is in the possession or control of Contractor. Contractor shall have no liability for any loss, damage or injury arising out of the negligence, gross negligence or willful misconduct of Company or their employees, acts of God, the inherent nature of the cargo, or its packing or packaging or the loading of the shipments by Company.

The liability limit set forth in the preceding paragraph shall include all taxes, fees, and other charges of any kind of nature, which company may have paid or may be, required to pay or collect regarding the manufacture, storage, distribution, sale, or purchase of the shipments.

f. Contractor shall also be liable for the amount of any physical damage to real and personal property of Company and member libraries (including, without limitation, Company and member libraries' buildings and premises, equipment and vehicles) and injury to any Company personnel which is the direct result of the negligence, gross negligence or willful misconduct of Contractor or a Contractor Representative and which occurs in the course of Contractor or a Contractor Representative providing services. Nothing in this subsection (f) is intended to increase Contractor liability for any loss as set forth in subsection (e) above.

g. The Company will complete the Contractor's claim presentation forms within 30 days of the date of shipment and any others forms required by Contractor or its insurers and submit them to Contractor for payment.

As used in this Agreement, the term "Contractor Representative" means the agents, directors, officers, employees, drivers, contractors and their agents and employees, and other persons performing any portion of the Services provided hereunder under a contract with or otherwise on behalf of Contractor.

h. That Contractor at all times shall perform its services hereunder in an honest and ethical manner and will, at a minimum, comply with the provisions of any and all state or federal statutes, laws, rules or regulations applicable to it or any requirement of any federal or state agency having jurisdiction over it.

i. Contractor's drivers will carry a valid drivers license and have a good driving record.

j. That Contractor shall not engage in any act nor make any misrepresentations or omissions of fact in order to defraud, misrepresent and/or enhance Company in any manner.

4. **Responsibilities of Company.** Company does hereby agree, throughout the term of this Agreement, as follows:

a. That it will cooperate with Contractor in giving access to required information needed to assist Contractor in performing his services under this Agreement.

b. That it will provide timely feedback on projects and the success of project goals undertaken by Contractor in performing his duties.

c. Company shall pay to Contractor all amounts due hereunder upon receipt of invoice.

d. Company will notify contractor of any changes to the routes. Compensation adjustments may be made as mutually agreed upon.

5. **Compensation to Contractor.** In consideration for performance of the services specified herein on behalf of the Company, the Company will pay the consideration specified on Exhibit B hereto.

6. **Term of Agreement.**

a. **Initial Term.** The initial term of this Agreement shall be as specified on Exhibit C hereto.

b. **Voluntary Termination.** Either party may terminate this Agreement at any time by providing the other party at least ten (10) days advance written notice of their intent to terminate effective as of a specific date stated therein.

c. **Automatic Termination.** Notwithstanding anything stated herein to the contrary, this Agreement may be terminated immediately by either party under the following conditions:

1. In the event that one party discovers that the other party (i) has committed an act of fraud or dishonesty or willful misconduct, (ii) has damaged the notifying party's goodwill or business reputation, (iii) has been indicted for a felony related to its professional activities, or (iv) breached any material term or provision of this Agreement and such breach is not cured within 10 days of having receipt of written notice thereof.

2. Notwithstanding anything stated herein to the contrary, Company's performance hereunder is conditioned on its continued operations, and contract shall be subject to termination by Company if required by or as a result of any required compliance with any applicable laws and regulations. In addition, Company may terminate this Agreement immediately in the event any of the following shall occur: (a) if any state or federal law or regulation is violated by Contractor or any of Contractor's employees, contractors, sub-contractors, or agents (including misrepresentation) or (b) if Contractor's operations generate types or quantities of complaints not within industry norms, as determined by Company in its reasonable discretion.

7. **Marketing Materials.** Contractor acknowledges, understands and agrees that its use of Company's trade names, trademarks, logos, and all other references to Company and its programs in telemarketing, point-of-sale activities, marketing materials, advertising, and

training materials must be approved by Company, in writing, prior to such use. Title to and ownership of all materials that contain any such information shall remain Company's exclusive property and Contractor has no rights thereto other than as authorized herein in relation to promoting Company's services as provided herein. Contractor shall provide Company with the opportunity to review and approve any planned reference to Company and/or its corporate partners, and affiliates before any such reference is used by Contractor in any fashion. After the expiration or termination of this Agreement, Contractor agrees to immediately cease use of any and all materials that contain reference to any such party.

8. **Compliance with Laws.** Each party hereto does hereby acknowledge and agree that it will comply with all laws and applicable governmental rules and regulations pertaining to its operations covered by this Agreement. Contractor will upon demand, provide to Company evidence of such compliance with applicable governmental laws and regulations.

9. **Indemnification.** To the fullest extent permitted by law, each of the parties do hereby agree to indemnify, defend and hold each other (referred to collectively with its officers, directors, employees, agents, successors and assigns as the "Indemnified Party") harmless from and against any and all losses, liabilities, damages, penalties and claims and all related costs and expenses (including reasonable attorneys' fees) related to claims made by third parties against the Indemnified Party that arise out of (i) any dealing with the Indemnifying Party (i.e. not the Indemnified Party) and/or (ii) any act or omission by the Indemnifying Party which is contrary to the terms of this Agreement. The Indemnified Party agrees to promptly notify the Indemnifying Party in writing of any claim that gives rise to indemnification as provided herein. The Indemnified Party shall cooperate in all reasonable respects with the Indemnifying Party and its attorneys in the investigation, trial, defense and settlement of such claim and any appeal arising therefrom. The Indemnified Party may participate in such investigation, trial, defense and settlement of such claim and any appeal arising there from, through its attorneys or otherwise, at its own cost and expense. No settlement of a claim that involves a remedy other than the payment of money by the Indemnifying Party shall be entered into without the consent of the Indemnified Party, unless the settlement includes an unconditional general release of the Indemnified Party, which consent will not be unreasonably withheld.

10. **Miscellaneous.**

1. Any notice required or permitted hereunder shall be in writing and delivered either personally to the other party or the other party's authorized agent, or by mailing such notice by certified or registered mail, Return Receipt Requested, Postage Prepaid, or sending it via Federal Express or other nationally-recognized overnight air courier to the person at the respective party's address, or to such other address and/or person as either party may later designate in writing. Notice shall be deemed given upon the date of receipt or attempted delivery, if delivery is refused, if personally delivered or if delivered by messenger or overnight delivery service; or three (3) days following the deposit thereof with the U.S. postal service, if mailed:

Notice to Contractor: Wendell K Rogers
Reliant Express Courier
432 South Harbor Blvd, Spc 91
Santa Ana, Ca 92704

Notice to Company: Diane R. Satchwell
Southern California Library Cooperative
248 E. Foothill Blvd, Suite 101
Monrovia, Ca. 91016

2. This Agreement represents the entire agreement between the parties hereto and supersedes all prior agreements and integrates all prior oral conversations and negotiations of the parties hereto. This Agreement may not be amended except in writing, and no alleged oral agreements shall be binding upon any party nor any evidence thereof received by any court or tribunal.

3. Company's obligations cease upon termination. Contractor's obligations except as defined in Sections 7, 8, and 10 of this Agreement, cease upon termination.

4. Both parties acknowledge that Company is entering into this Agreement due to the special, unique and extraordinary skills of Contractor. Accordingly, this Agreement may not be transferred, sold or assigned to any other individual, corporation, partnership or joint venture without the Company's prior approval.

5. In the event of any litigation arising between the parties as a result of any of the terms or provisions in this Agreement, then, and in that event, the successful party shall be entitled to recover reasonable attorney's fees and costs incurred through all levels of proceedings.

6. This agreement shall be governed by and shall be construed and interpreted according to the laws of the State of California, and venue for any action arising between the parties shall be exclusively held within the State or Federal Courts located in Orange County, California.

7. The headings herein are for convenience purposes only, and in no way restrict, modify or add to the meaning hereof. The use of the singular number shall include the plural, and the use of the plural shall include the singular.

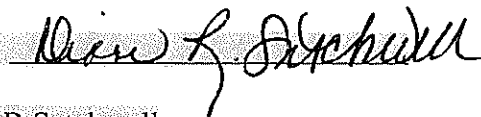
8. In the event any portion of this Agreement shall be declared invalid by any court of competent jurisdiction, such portion shall be severed from this Agreement, and the remaining parts hereof shall remain in full force and effect.

9. Each party represents and warrants that he/it has full right, power and authority to enter into this Agreement and to perform all of his/its obligations hereunder and that the performance of those obligations will be in compliance with all federal, state and local laws, rules and regulations. Contractor further represents that this Agreement does not violate any agreement between Contractor and a third party.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the day and year first above written.

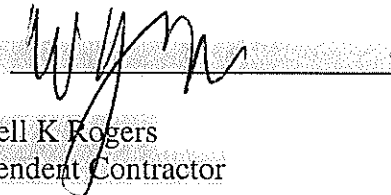
By:



Name: Diane R Satchwell

Title: Executive Director

By:



Name: Wendell K Rogers

Independent Contractor

EXHIBIT A

DESCRIPTION OF SERVICES

Company is in the business of providing services to member libraries.

Contractor is familiar and has knowledge of Southern California Library Cooperative. As of the date of this Agreement, Contractor is independent to work for more than one company and makes his services available to the general public.

Responsibilities of Contractor

- I. Contractor will report directly to Company's Managing Members. Contractor agrees to assist Company's Management in providing delivery services to member libraries in accordance with the routes, schedules, and procedures established by Company.
- II. Contractor will deliver to the routes as listed in Exhibit B according to the Delivery Calendar provided by Company. Each route usually receives a delivery every other working day.
- III. All routes will begin and end at the Company office.
- IV. Items to deliver to the libraries will be picked up at the Company office
- V. When drivers pick up items from the libraries, they will sort through the items and deliver items for libraries that follow on the route that same day.
- VI. All remaining items picked up from the libraries are to be returned to the Company office at the end of the route.
- VII. Drivers should notify Company as soon as possible if there is difficulty in making a delivery.
- VIII. Deliveries will be made in an enclosed vehicle.

COMPENSATION

Compensation to Contractor

- i. Contractor's full and complete compensation for its services provided pursuant to this Agreement shall be in accordance with Exhibit B. Company and Contractor agree to evaluate and discuss the rate on an annual basis.

EXHIBIT B

SOUTHERN CALIFORNIA LIBRARY COOPERATIVE DELIVERY

ATTN --- JERILYNN TAKEDA

RELIANT EXPRESS COURIER
432 SO HARBOR BLVD SPC 91
SANTA ANA , CA. 92704

VALLEY -- LIBRARIES

MONROVIA
ARCADIA
SIERRA MADRE
ALTADENA
SAN MARINO
ALHAMBRA
MONTEREY PARK
CITY OF COMMERCE
DOWNEY
COUNTY OF LA
SANTA FE SPRINGS
WHITTIER
POMONA
COVINA
GLENORA
AZUZA
IRWINDALE

* 165.00 PER DAY

PALMDALE LIBRARY

NORTHWEST - LIBRARIES

CITY OF CALABASAS
VENTURA
OXNARD
CAMARILLO
THOUSAND OAKS
MOORPARK
SANTA CLARITA
BURBANK
GLENDALE
PASADENA

* 215.00 PER DAY

* 100.00 PER DAY

BEACH - LIBRARIES

SOUTH PASADENA
5 LA - ARROYO SECO
LA SHIPPING / ILL
SIGNAL HILL
LONG BEACH
9 LA - SAN PEDRO
PALOS VERDES
TORRANCE
REDONDO BEACH
EL SEGUNDO
INGLEWOOD
SANTA MONICA
27 LA - WEST LA
BEVERLY HILLS
37 LA - NORTH HOLLYWOOD

* 180.00 PER DAY

INSURANCE

COMMERCIAL GENERAL LIABILITY INSURANCE POLICIES BODILY INJURY & PROPERTY
DAMAGE

1,000,000.00

EXCESS LIABILITY OR COMMERCIAL UMBRELLA INSURANCE POLICIES

3,000,000.00

EMPLOYEE DISHONESTY COVERAGE INSURANCE

100,000.00

WORKERS COMPENSATION

EXHIBIT C

TERM

Initial Term

The initial term of this Agreement shall be for one year commencing as of the effective date hereof.

Renewal Period(s)

This agreement will automatically renew after the initial term unless both parties execute a written agreement indicating otherwise.

DELIVERY ROUTES – SOUTHERN CALIFORNIA LIBRARY COOPERATIVE

<u>NORTHWEST</u> (Tuesday and Thursday) Driver: Abram		<u>BEACH</u> (Monday and Wednesday) Driver: Abram		<u>VALLEY</u> (Tuesday and Thursday) Driver: Freda	
<u>Code</u>	<u>Library</u>	<u>Code</u>	<u>Library</u>	<u>Code</u>	<u>Library</u>
SCLC	SCLC Headquarters	SCLC	SCLC Headquarters	SCLC	SCLC Headquarters
BUR	Burbank	LAPL	LAPL	SMAR	San Marino (Crowell)
PALM	Palmdale (Tuesday)	SIG	Signal Hill	AHM	Alhambra
CAB	Calabasas (No Mondays)	LBPL	Long Beach (Mondays Admin. only)	MPK	Monterey Park (No Fridays)
THO	Thousand Oaks	PVP	Palos Verdes	CMM	Commerce
SIM	Simi Valley	TOR	Torrance	LACO	LA County (No Fridays)
MOOR	Moorpark	RED	Redondo Beach	DOW	Downey
CAM	Camarillo	ELS	El Segundo	SFE	Santa Fe Springs
OXN	Oxnard (No Fridays)	ING	Inglewood (closed alternate Fridays)	WHI	Whittier
VEN	Ventura County (No Fridays)	SAM	Santa Monica	IRW	Irwindale
SCL	Santa Clarita	BEV	Beverly Hills	COV	Covina (No Mondays)
PAS	Pasadena	SOPAS	South Pasadena	POM	Pomona (Once a month on Thursday)
GDL	Glendale	SCLC	SCLC Headquarters	DORA	Glendora
SCLC	SCLC Headquarters			AZU	Azusa
				MON	Monrovia
				ARC	Arcadia
				SMD	Sierra Madre (No Fridays)
				ALT	Altadena
				SCLC	SCLC Headquarters

Draft SCLC Member Delivery Needs Survey

Current Usage

1. **Library/system name**
2. **Primary contact for delivery services**
3. **Which location(s) in your jurisdiction currently receive SCLC delivery service?**
4. **How frequently does each location currently receive deliveries?**
 - Twice weekly
 - Once weekly
 - Other
5. **Approximately how many items does your library send and receive during a typical delivery?**
6. **Does your delivery volume vary significantly by season or time of year?**
 - No
 - Yes—please describe
7. **Are your current delivery days and pickup times appropriate for your operations?**
 - Yes
 - Mostly
 - No—please explain

Satisfaction with Current Service

8. **Overall, how satisfied are you with the current delivery service?**
 - Very satisfied
 - Satisfied
 - Neither satisfied nor dissatisfied
 - Dissatisfied
 - Very dissatisfied
9. **Please rate the following aspects of the current service:**
 - Reliability of scheduled pickups and deliveries
 - Timeliness
 - Consistency of service
 - Condition and security of materials
 - Driver professionalism
 - Communication about delays or missed stops
 - Responsiveness when problems occur

10. During the past 12 months, how often has your library experienced:

- Missed pickups or deliveries
- Late or significantly delayed service
- Materials delivered to the wrong location
- Damaged or unsecured materials
- Insufficient vehicle capacity

11. When a service issue occurs, how satisfied are you with the communication and resolution provided?

12. What aspects of the current service work well?

13. What are your primary concerns about the current service?

Future Needs and Priorities

14. Would you prefer any changes to your delivery frequency, days, times, or locations? Please describe.

15. Which service features should be included in a future contract? Select all that apply.

- Centralized shipment or route tracking
- Advance notice of delays or missed stops
- Proof of pickup and delivery
- Designated customer-service contact
- Backup drivers and vehicles
- Minimum vehicle-capacity requirements
- Written procedures for lost or damaged materials
- Performance standards and reporting
- Other

16. Please rank the following priorities for a future delivery service:

- Reliability
- Cost
- Delivery frequency
- Timeliness
- Tracking and reporting
- Communication and responsiveness
- Vehicle capacity
- Flexibility for service changes

17. Would your library anticipate increasing, decreasing, or maintaining its current delivery volume over the next three years?

18. Would your library be able/willing to contribute additional funds to SCLC if a new courier vendor with a centralized courier tracking system was secured?

- Yes
- Maybe
- No
- Please explain

- 19. Are there any site-specific requirements a future courier should know about, such as loading areas, access hours, parking restrictions, security procedures, or container limitations?**
- 20. What is the single most important change you would like to see in SCLC's delivery service?**
- 21. Please provide any additional comments or recommendations.**