

# **AMENDED AGENDA**

## **Santa Cruz County Law Library Board of Trustees**

**May Regular Meeting  
May 16, 2023  
Santa Cruz County Law Library, Room 070  
5:00 pm**

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### **1.0 Meeting and Organization**

- 1.1 Establish Quorum
- 1.2 Approve Agenda

### **2.0 Public Comment**

### **3.0 Oral Communication**

- 3.1 April Service Statistics
- 3.2 Scrabble 2023 Wrap-up
- 3.3 Librarian's Report

### **4.0 Consent Agenda**

- 4.1 Approval of Disbursements for May
- 4.2 Approval of Minutes of April Meeting

### **5.0 Regular Agenda**

- 5.1 Approval of purchase of new printer and computer chairs
- 5.2 Approval of Memorandum of Understanding between Santa Cruz Superior Court and Santa Cruz County Law Library

### **6.0 Future Meetings**

- 6.1 June 20, 2023

### **7.0 Adjourn**

#### **Notice to the public:**

The public has the right to comment on any item listed on the regular meeting agenda before or during the consideration of that item. When a member of the public raises an issue, which has not yet come before the board, the item may be discussed but no action may be taken at the meeting.

The meeting facilities are accessible to persons with disabilities. Requests for interpretive services, assistive listening devices or other considerations may be made through the Santa Cruz County Law Library either in person at the address above or by phone at (831) 420-2205.

Materials related to any item on this agenda will be available prior to the meeting at the Law Library during normal business hours.

**Agenda Item 3.1**

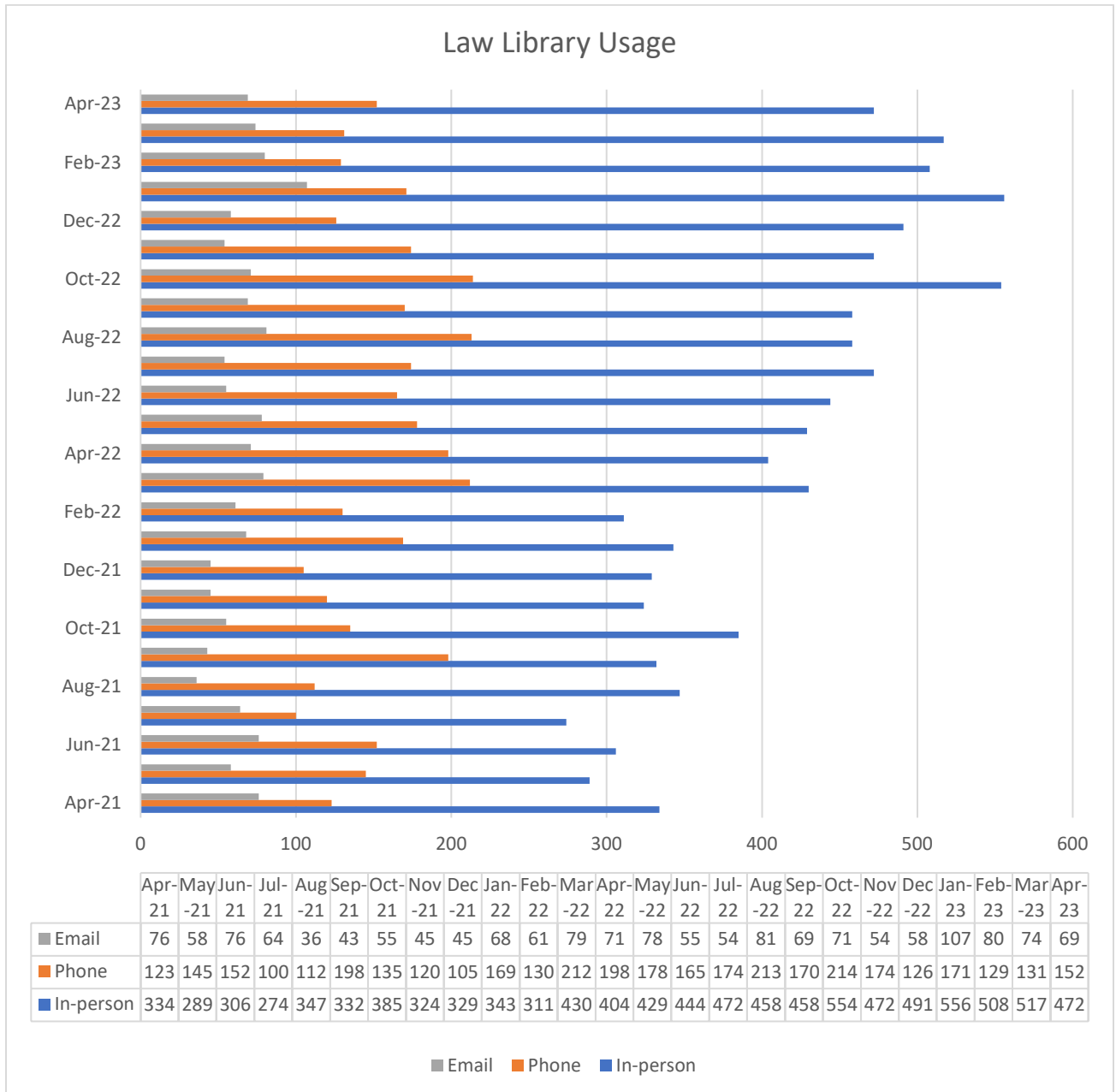
**April Service Statistics**

April 2022  
(21 open days)

In-person: 365  
Phone calls: 198  
Emails: 71

April 2023  
(20 open days)

In-person: 472  
Phone calls: 152  
Emails: 69

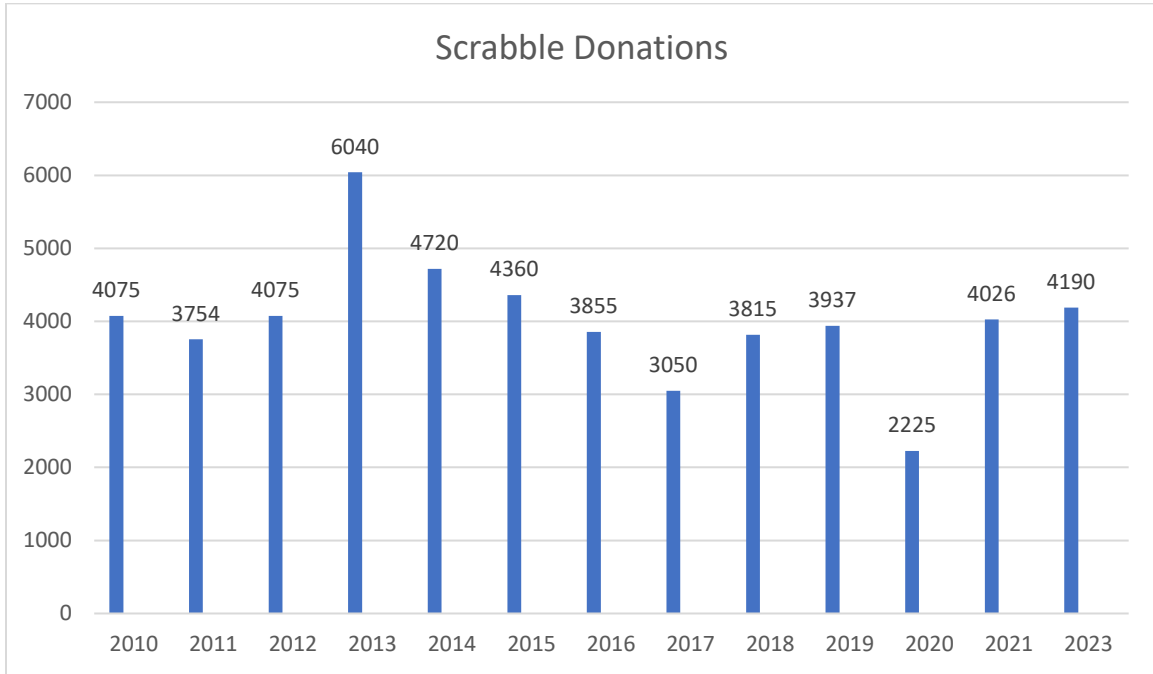


## May Regular Meeting 5/16/23 Agenda Items 3.2 & 4.1

### Agenda Item 3.2

#### Scrabble 2023 Wrap-up

We had 20 participants including Julia Hill and Emily DuBois who filled in where we were short players. We raised a total of \$4,190



### Agenda Item 4.1

#### May Disbursements

Vendor	Invoice	Date	Description	Amount
AT&T	19877294	05/01/2023	MONTHLY CHARGES	52.73
CALPERS	17155418	05/01/2023	UAL MONTHLY	3670.42
CEB	11113412	04/11/2023	MULTI-TITLE	1585.00
CEB	11113191	04/14/2023	CIVIL DISC. PRAC	366.20
CEB	11114387	05/05/2023	CA ADMIN MANDAMUS	317.04
CRUZIO	B33987-88	05/07/2023	INTERNET	84.90
LEXISNEXIS	3094431780	04/30/2023	LEXIS ADVANCE	1167.75
LEXISNEXIS	36813311	05/02/2023	MONTHLY PRINT PLAN	2656.37
LEXISNEXIS	36663077	04/20/2023	CA OFF APP RPTS V. 65	33.21
LEXISNEXIS	3686868X	05/09/2023	CA OFF APP RPTS V. 66	33.21
LEXISNEXIS	36898678	05/11/2023	CA OFF RPTS V 13	33.21
SHARP	9004307281	04/28/2023	COPIER MAINT	270.08
SUP. COURT	147	05/01/2023	MAY REIMBURSEMENT	5000.00
WEST	848238079	05/01/2023	WESTLAW	1869.98
WEST	848232226	05/04/2023	PRINT SUBSCRIPTIONS	897.62
<b>TOTAL:</b>				<u>18037.72</u>

**AGENDA ITEM 4.2**

**MINUTES – SANTA CRUZ COUNTY LAW LIBRARY BOARD OF TRUSTEES  
MINUTES REGULAR MEETING, APRIL 18, 2023**

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**1.0 Meeting and Organization**

**1.1** Establish Quorum Meeting called to order at 5:01 p.m. Present at the call to order: John Gallagher, Julia Hill, Emily DuBois, and Eric Nelson. Absent: Cheryl Ferguson, Nancy Miller, and Timothy Volkmann. Also, in attendance: Renee Fleming and Jack Dilles.

**1.2** Approve Agenda: **ACTION TAKEN: Motion to approve agenda M/S/C Hill/DuBois 4/0**

**2.0 Public Comment – NONE**

**3.0 Oral Communication**

**3.1** Update on resumption of in-person services – Statistics on services were provided for the months of March 2021, and March 2022.

- In 2021 we had 430 in-person visits. We assisted 212 phone callers and had 79 email exchanges of information. In 2022 we had 517 in-person visits, 131 phone calls, and 74 email exchanges of information.

**3.2** Librarian’s Report:

- CCCLL Meeting and Leg Day update – all meetings with legislators went well.
- The Senate Budget Committee has requested CCCLL to present on our funding request on 4/27/23.
- The Memorandum of Understanding (MOU) between the Law Library and the Superior Court is set to expire at the end of June 2023. Revisions have been made to the existing MOU.

**ACTION TAKEN: Motion to create subcommittee to review the MOU draft. M/S/C Hill/Nelson 4/0**

**4.0 Consent Agenda - ACTION TAKEN: Motion to approve consent agenda M/S/C Nelson/Hill 4/0**

**4.1** Approval of Disbursements for March

**4.2** Approval of Meeting Minutes of February Meeting

**5.0 Regular Agenda**

**5.1** Scrabble 2023 – Twenty-one people have pre-registered. To date around \$3,000 has been received in donations.

**5.2** Approval of FY 2023-2024 Preliminary Budget – after discussion  
**ACTION TAKEN: Motion to approve more austere budget presented for FY 2023-2024 M/S/C Hill/Nelson 4/0**

**5.3** Approval of Request for Reimbursement for Travel to CCCLL Spring Meeting – after discussion **ACTION TAKEN: Motion to approve**

## May Regular Meeting 5/16/23 Agenda Items 4.2 & 5.1

**5.4 request for reimbursement M/S/C DuBois/Hill 3/1 Gallagher opposed**

**6.0 Future Meetings:**

**6.1** May 16, 2023

**7.0** Adjourned 5:45 p.m.

### **AGENDA ITEM 5.1**

#### **Purchase of new public printer and public computer chairs**

##### **Public printer:**

**Background:** The front desk printer is beginning to wear out. It is jamming more frequently and creating a crease down the pages. It is a little over 5 years old and printed 300,515 pages. Maintenance kits are no longer available for purchase given the age of the printer.

**Request:** To purchase an equivalent HP laser jet printer with duplexing. The current model is the 610dn and costs around \$1,082

##### **Computer chairs:**

**Background:** When services were realigned to meet COVID protocols the number of public computers for use was reduced. Chairs were purchased that were non-fabric and easier to sanitize after each use. At the time only the number of chairs needed for available computers were purchased. As demand grows for public computer usage, more chairs are needed. The chair we previously purchased is no longer available through Staples. We are limited on who we purchase from since we rely on the acceptance of purchase orders.

**Request:** To purchase two additional chairs rated up to 300lbs at a cost of \$302 per chair.

**AGENDA ITEM 5.2**

**Memorandum of Understanding (MOU) between Santa Cruz Superior Court and Santa Cruz County Law Library**

**Background:**

The MOU was first established in October 2006. At that time, the librarian position, as well as the library's role in providing self help services was very different than today. At that time, the Self Help Center did not exist. Civil self help centers were just being established through new statewide funding. The Family Law Facilitator was the only self help service offered by the court. As the first employee under the MOU, my job was strictly library based with the management of the court's legal materials (print and electronic). The list of services in Exhibit A of the MOU more accurately reflected the work being done by staff and the reimbursement amount was \$100,000, which mostly covered salary expenditures. Overtime, my role with the court and the way the Law Library and the Self Help Center works together has evolved.

Our current MOU expires June 30, 2023.

**New agreement:**

This draft more accurately reflects the current services provided under the MOU and the nonmonetary value of the relationship between the law library and the court.

The redlined version of the new draft follows for Board approval. All of the changes in this draft are agreeable to the Santa Cruz Superior Court.

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT is entered into as of \_\_\_\_\_, 2023~~18~~<sup>18</sup> (the “Effective Date”) by and between the Superior Court of California, County of Santa Cruz, an entity of the California Judicial Branch organized under Article VI of the California Constitution (the “Court”), and Santa Cruz County Law Library, a statutory public trust organized under California Business and Professions Code § 6300 *et seq.* (the “Library”). This SERVICES AGREEMENT supersedes all prior amendments.

### RECITALS

WHEREAS, the Library wishes to obtain certain services related to the operation and maintenance of the library facility currently located at 701 Ocean Street, Room 070 (the “Facility”); and

WHEREAS, the Court is willing to provide these services to the Library; and

WHEREAS, the Court and the Library would like to clarify, in this Agreement, the types of services that the Court may provide, and the conditions upon which those services will be provided.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Court and the Library agree as follows:

### AGREEMENT

#### **1. DEFINITIONS.**

The capitalized terms in this Agreement have the meanings set forth in Exhibit B.

#### **2. SERVICES.**

**2.1 Provision of Services.** The Court will use commercially reasonable efforts to provide the Services to the Library.

**2.2 Staffing.** In the event a Staff position is vacant for any reason, the Court will use commercially reasonable efforts to fill the Staff position or provide coverage using the Court’s other staff.

**2.3 Assistance by the Library.** The Library will provide the Court with use of and access to the Facility and the Library’s computer systems. The Library will provide the Court with all necessary, accurate, and reliable information, data, files, documents and other records required by the Court related to the performance of the Services. The Library will provide the Staff with all equipment and supplies necessary for the performance of the Services.

**2.4 Manner of Performance.** The Court will reasonably consider the Library’s comments regarding the performance of Services solely to ensure that the Court is performing

the Services in accordance with this Agreement. However, the manner and means by which the Court chooses to complete the Services, including the management of the Staff, are in the Court's sole discretion and control.

### 3. PAYMENT.

~~3.1 — Scope of Payment. The Library agrees to pay the Court an amount equal to the expenses incurred by the Court in providing the Services to the Library each year (the "Annual Payment"). The Annual Payment shall not include overtime costs.~~

3.23.1 Payment Amount. The amount of the Annual Payment will be set on an annual basis by the Court at least thirty (30) days prior to the end of the then-current Fiscal Year. The Annual Payment shall be up to \$60,000 50,000. The Annual Payment has been calculated taking into account the value of the use of the Facility space as set forth in Section 3.64.

3.33.2 Payment in Advance. The Library will pay the Annual Amount in twelve equal monthly payments. If the Library fails to pay any amount by the first day of the next month, late charges at the rate of 1 ½% per month or the maximum permitted under applicable law, whichever is lower, shall also become payable to the Court by the Library.

~~3.4 — No Gift of Public Funds. The Library acknowledges that California law prohibits the Court from making a gift of public funds to the Library. A gift of public funds includes not only actual money, but services for which compensation is not received. In the event that the Court learns information that leads it to conclude that the Court has undercharged the Library for Services, the Library agrees to pay such amount to the Court to prevent the Court from having given a gift of public funds to the Library.~~

3.53.3 No Profit. The Library acknowledges that the Court is not entering into this Agreement on a for-profit basis. In the event that the Court learns information that leads it to conclude that the Court has overcharged the Library for Services, the Court agrees to deduct such amount from the subsequent year's Annual Payment.

3.63.4 Self Help Center Space. The Library will allow the Court to conduct Self Help Center workshops and other Self Help Services in the Library space, as agreedment upon by the Library and the Court.

### 4. TERM AND TERMINATION.

4.1 Term. This Agreement will begin on the Effective Date and continue until terminated pursuant to this Section 4.

4.2 Convenience. Either party may terminate this Agreement anytime upon a minimum of ninety (90) days' prior written notice. This contract will terminate 6/30/20283 (five years) but either party has the option to renew the contract before the expiration date.

4.3 Failure to Pay. The Court may terminate this Agreement upon thirty (30) days' prior written notice if the Library fails to make a payment pursuant to Section 3. The Court may terminate this Agreement upon thirty (30) days' prior written notice in the event it determines



that provision of the Services is or becomes infeasible due to applicable laws or regulations or changes thereto.

**4.4 Termination Costs.** If this Agreement is terminated for any reason (other than termination for convenience by the Court pursuant to Section 4.2), the Library agrees to pay any expenses incurred by the Court, including legal fees and severance, in reassigning or terminating Staff.

## **5. NO WARRANTY.**

THE LIBRARY ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND AND THE COURT HEREBY DISCLAIMS AND ~~CLIENT~~ THE LIBRARY WAIVES ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

## **6. LIMITATIONS ON LIABILITY.**

THE COURT SHALL NOT BE LIABLE TO THE LIBRARY FOR ANY COLLATERAL, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOST BUSINESS REVENUES, LOSS OF DATA, LOSS OF USE OR FAILURE TO REALIZE EXPECTED SAVINGS AND THE LIKE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE. THE LIABILITY OF THE COURT UNDER THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO ANNUAL PAYMENT FOR THE PRECEDING YEAR. THE FEES PAYABLE TO THE COURT HEREUNDER REFLECT AND ARE SET IN RELIANCE UPON THE ALLOCATION OF RISK SET FORTH HEREIN AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT.

## **7. INDEMNIFICATION.**

The Library agrees to ~~indemnify~~, defend (with counsel satisfactory to the Court), hold harmless, and indemnify the Judicial Branch Entities and Judicial Branch Personnel, from any and all claims, losses, liabilities, and costs, including reasonable attorneys' fees, resulting from or related to the performance of Services pursuant to this Agreement, except to the extent a claim or loss is due to the active negligence or willful misconduct of an indemnified party.

## **8. INSURANCE.**

**8.1 Commercial General Liability.** The Library will purchase and maintain at its expense commercial general liability insurance during the term of this Agreement. The policy must cover premises operations, broad-form property damage, personal-injury hazards, and contractual liability, at minimum limits of \$1 million per occurrence, combined single limit.

**8.2 "Claims Made" Coverage.** If the policy is written on a "claims made" form, the Library will maintain the coverage continuously throughout the term of this Agreement, and,

without lapse, for three years beyond the termination of this Agreement. The retroactive date or “prior acts inclusion date” of any “claims made” policy will be no later than the Effective Date.

**8.3** Certificates of Insurance. The Library will provide to the Court certificates of insurance attesting to the existence of coverage and providing that the policy cannot be canceled, terminated or amended to reduce coverage without thirty (30) days’ prior written notice to the Court. The Library will require the policy carrier to name Judicial Branch Entities and Judicial Branch Personnel as additional insureds with respect to liability arising out of or related to this Agreement.

## **9. MISCELLANEOUS.**

**9.1** Independent Contractor. The parties are independent contractors to each other. No employer-employee, partnership, joint venture, or agency relationship exists between the parties. Nothing the parties do, or fail to do, will alter this relationship.

**9.2** Dispute Resolution. The parties will attempt, in good faith, to resolve any disputes informally. The parties’ designated representatives will meet to discuss the matter and any actions necessary to resolve a dispute.

**9.3** Headings. All headings are for reference purposes only and do not affect the interpretation of this Agreement.

**9.4** Negotiated Agreement. This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code §1654.

**9.5** Assignment. Neither party may assign or subcontract its rights or duties under this Agreement, except that the Court may assign its rights and duties to any Judicial Branch Entity. The Court will notify the Library in writing within thirty (30) days following any assignment.

**9.6** No Conflicts. The Court and the Library represent to the best of their knowledge that their respective officers and employees have no interest, and will not acquire any interest while this Agreement remains in effect, that would constitute a conflict of interest under California Government Code §§ 1090 *et seq.* and 87100 *et seq.* If a conflict of interest arises with one party, that party shall immediately disclose the conflict in writing to the other party.

**9.7** Severability. If any part of this Agreement is held unenforceable, all other parts remain enforceable.

**9.8** Survival. The following provisions will survive the expiration or termination of this Agreement: Sections 1, ~~3.4~~, ~~3.35~~, 4, 5, 6, 7, 8, and 9.

**9.9** Notices. Notices under this Agreement must be in writing. Notices can be delivered in person, via a reputable express carrier, or by registered or certified mail (postage pre-paid). Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be

deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable. By default, notices will be addressed to the individual(s) in the signature block of this Agreement. Either party may change its address for receipt of notice by giving notice at any time to the other party in the manner permitted by this section.

**9.10** Counterparts. This Agreement may be executed in counterparts, each of which is considered an original.

**9.11** Waiver. A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. Failure of either party to enforce any term of this agreement shall not be deemed a waiver of the right to subsequently enforce the same term or any other term.

**9.12** Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, modifications, negotiations, representations, and commitments, both oral and written, between the parties. No alteration, variation, or amendment to the terms of the Agreement shall be valid unless it is in writing and signed by both parties. No oral understanding or agreement shall be binding between the parties.

IN WITNESS HEREOF, the parties here have executed this Agreement as of the Effective Date.

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF SANTA CRUZ**

**SANTA CRUZ COUNTY LAW  
LIBRARY**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: ~~Alex Calvo~~ Sasha Morgan

Name: John Gallagher

Title: Court Executive Officer

Title: President, Board of Law Library Trustees

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address: 701 Ocean Street, Room 110 Santa  
Cruz, CA 95060

Address: c/o Law Library 701 Ocean Street,  
Room 70 Santa Cruz, CA 95060

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

## EXHIBIT A SERVICES

The Court will provide a supervisor-level employee to oversee library operations, ~~30 hours per week~~. The Court will provide 1 or 2 junior-level employees on site during the library's public hours and during non-public hours as deemed necessary by the Court Executive Officer. While at the Facility, the Staff will perform services, based on staffing levels, as determined by the Court and Library. Some of those services will include:

### Library Services:

- Catalogue and classify law books and other library materials.
- Evaluate, select and recommend law books, periodicals, online databases and other publication purchases for the Library.
- Answer reference and research questions in person, by email, and by phone.
- Assist in conducting basic legal research in print or online. ~~or searching for hard-to-locate documents.~~
- ~~Implement and monitor computer-assisted legal research programs and other automated systems for the library.~~
- ~~Negotiate with vendors to obtain best prices for library materials, resolve complex subscription and payment problems, and monitor performance of vendors.~~
- Plan the layout of Facility space and recommend the purchase of furniture, equipment and supplies.
- Conduct special studies and surveys in such areas as: cost/benefits of library service, automating reference materials, monitoring distribution and use of library materials, and evaluating new sources of legal information.
- ~~Coordinate services with the Court self-help staff.~~
- ~~Provide support for self-help services~~
- Develop a budget for approval by the Library trustees.
- Recommend disbursement of Library funds.
- Draft and coordinate formulation of Library policies, programs and scope of services.
- Represent the Library in professional committees and organizations

### Court Services:

- Negotiate with vendors to obtain best prices for legal materials in print and online, resolve complex subscription and payment problems, and monitor performance of vendors.
- Maintain judges and staff legal publications.
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### Self Help Services:

- Coordinate services with the Court self-help staff.
- Provide support for self help services in Santa Cruz and Watsonville.

- Assist with self help workshops.
- Maintain self help information on the Court's website

Court/Law Library Services:

- Law Library provides required forms to the public free of charge (i.e. Domestic Violence Restraining Order, and Certificate of Rehabilitation)
- Law Library works with court departments to create public informational sheets which it maintains.
- Santa Cruz Civil and Criminal Departments send individuals to the Law Library as a means of triaging.
- Law Library provides public computers with internet and assistance to members of the public in viewing Local Rules as required under CRC 10.613(e)(2).

In addition, the Court will provide the additional services:

- Preparation of financial claims
- Salary and benefits management and payroll services
- Human resources and personnel services
- Supervision of ~~s~~Staff
- Public Computer Desktop and Public Internet connectivity support (maximum of 10 hours per month)

**EXHIBIT B  
DEFINITIONS**

“**Annual Payment**” means the payment described in Section 3.1.

“**Court**” has the meaning set forth in the preamble.

“**Effective Date**” has the meaning set forth in the preamble.

“**Facility**” has the meaning set forth in the recitals.

“**Fiscal Year**” means the year running from July 1 to the following June 30.

“**Judicial Branch Entity**” has the meaning stated in Government Code §§ 900.3 and 940.3: any superior court, court of appeal, the Supreme Court, the Judicial Council, or the Administrative Office of Courts; and these entities comprise the “Judicial Branch.”

“**Judicial Branch Personnel**” means judges, judicial officers, subordinate judicial officers, directors, officers, members, employees, agents, consultants and volunteers of a Judicial Branch Entity.

“**Library**” has the meaning set forth in the preamble.

“**Services**” means the services described in Exhibit A.

“**Staff**” means a supervisor-level Court employee and 1 or 2 junior-level Court employees who will provide Services to the Library.