

KATIE DROW
Director and Secretary to the Board of
Trustees
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Ventura County Law Library
800 South Victoria Avenue
Ventura, California 93009
Phone: (805) 642-8982

BOARD OF TRUSTEES
Vincente E. Woodward, Esq.
PRESIDENT

Claudia Bautista, Esq.
VICE-PRESIDENT

Judge Ryan Wright
Glenn Campbell, Esq.
Tiffany North, Esq.
Amber Rodriguez, Esq.

August 18, 2022

NOTICE OF A MEETING OF THE BOARD OF TRUSTEES OF THE VENTURA COUNTY LAW LIBRARY

A special teleconference meeting of the Board of Trustees of the Ventura County Law Library is scheduled for Thursday, August 25, 2022, at 12:15 p.m. In accordance with Government Code Section 54953(e)(1)(A) and in response to the declared state and local emergencies due to the novel coronavirus and local health officer recommendation regarding social distancing, the Ventura County Law Library Board of Trustees is holding meetings electronically which are accessible below. If you would like to provide a written comment on a specific agenda item, please submit your comment via email by 5:00 p.m. on the Monday prior to the Board meeting. Please submit your comment to the Secretary to the Board at katied@vencolawlib.org. Please indicate in the Subject Line, the Agenda item number (e.g., Item No. 4). Your email will be read by the Board of Trustees and placed into the item's record at the Board meeting. Alternatively, you may provide verbal comments via Zoom teleconference with Meeting ID: 818 1301 2748 with Passcode: V4T6K9.

SPECIAL MEETING A G E N D A

1. Consider authorizing remote teleconference meetings of the Board of Trustees for a 30-Day Period pursuant to the Ralph M. Brown Act and make required findings under Government Code section 54953, subdivision (e)(3).
2. Time for public comment.
3. Discuss, approve Lexis Digital Library. (Ex. 3)
4. Approve the minutes of the regular meeting held July 20, 2022. (Ex. 4)
5. Approve the financial statement for Accounting Period ("AP") 13. (Ex. 5)
6. Discuss, approve VCLL's Proposed Salary Schedule. (Ex. 6)
7. Discuss the Law Library's response to the COVID-19 pandemic.
8. Board comments.
9. ADJOURN

IN COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE LAW LIBRARY STAFF AT 642-8982. REASONABLE ADVANCE NOTIFICATION OF THE NEED FOR ACCOMMODATION PRIOR TO THE MEETING WILL ENABLE US TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.

"Subscriber" (or "You" or "Your", in uppercase or lowercase):
Ventura County Law Library

"LN" (or "We" or "Us"):
LexisNexis, a division of RELX Inc.

You agree to purchase or license from Us, the LN products and services elected below (each a "Publication Service"). Your use of, and access to, the Publication Service is expressly subject to the terms and conditions set forth in this Order (including the Riders) and at <http://www.lexisnexis.com/en-us/terms/publications-services-agreement.page> (the "Pub. Svcs. Terms") which are incorporated herein by reference and which collectively with this Order (including the Riders) are referred to as this "Agreement". All capitalized terms not otherwise defined in this Order have the meaning given to them in the Pub. Svcs. Terms.

1. TERM

- 1.1. The term of this Agreement will commence on the date this Agreement has first been accepted by both parties and will continue for the following periods (each a "Committed Period") (check the appropriate one for each Year):

"Year 1": ☒ 12 months after Year 1 Start Date or ☐ to ;
 "Year 2": ☒ the 12 months immediately following Year 1 or ☐ to or ☐ N/A;
 "Year 3": ☒ the 12 months immediately following Year 2 or ☐ to or ☐ N/A;
 "Year 4": ☐ the 12 months immediately following Year 3 or ☐ to or ☐ N/A;

(collectively, the "Term").

- 1.2. "Start Date" is a defined term that applies when a Digital Library is ordered, and is the earlier of the first day of the first calendar month: (i) during which you initially have access to the Development Site or (ii) which occurs (i.e., is current) 30 days after this Agreement is fully executed by both parties.
- 1.3. This Agreement may be terminated during the Term for a material breach that remains uncured for more than 30 days after the breaching party receives written notice from the non-breaching party identifying the specific breach. If this Agreement is properly terminated during a Commitment Period in which funds are due to LN, then LN will prorate annual commitment amounts for such Commitment Period. The basis of such proration shall be the number of full or partial months this Agreement is in effect during such Commitment Period divided by 12.

2. LEXISNEXIS DIGITAL LIBRARY SERVICE AND COMMITMENT

- 2.1. During the Term, LN grants you the right to access the Digital Library and the Digital Library eBooks for use on your Authorized Users' computers and supported mobile devices. Authorized User has the meaning set forth in the Pub Svcs. Terms. You will also have the ability to acquire content directly from OverDrive (the "OverDrive Content"). Any access to or use of the OverDrive Content is subject to the separate financial arrangement between you and OverDrive and LN disclaims any and all liability for the OverDrive Content. You will be billed for the OverDrive Content directly by OverDrive.
- 2.2. LN will begin creating your Digital Library after this Agreement becomes binding on both parties. There will be a set-up period of approximately four weeks before you will have access to the Digital Library. You will be invoiced monthly or annually for the commitment amounts for the Digital Library (Application Services Fee and Digital Library eBooks).
- 2.3. During the Initial Term, you will pay to LN the following Commitment Amounts:

Commitment Period	Digital Library eBooks (Rider No. 1) Commitment	Application Service Fee Commitment	Total Commitment (Digital Library)
Year 1	\$88,279	\$1,500	\$89,779
Year 2	\$90,927	\$3,000	\$93,927
Year 3	\$93,655	\$3,090	\$96,755
Year 4			

The Digital Library eBooks Commitment Amounts may be adjusted over the Term as Permitted Adjustments (defined below) and permitted adjustments to the Preferred Customer Discount are made. All Digital Library eBooks are provided on a Service Subscription basis.

- 2.4. Digital Library eBook titles shall be set to allow an unlimited number of users within your organization to access titles or volumes within them ("Simultaneous Access").
- Notwithstanding the copy entitlements described herein, Publications from The Florida Bar, ABA, AHLA, ALM, some state code titles, and certain other licensed publications may be excluded and some Publications may only be made available to you on a single copy/single user basis. For a complete list of Publications excluded, please ask your representative.
- 2.5. "Matching Print" is any Non-Digital Library Publication to which you subscribe when you have also subscribed to that Publication in a Digital Library eBook format and quantity during the same period.

Your Matching Discount is 100% and may be applied on no more than the number listed as **Maximum Matching Print Quantities** in the column on Rider 1. This number is calculated as 60% of the quantity of each Digital Library eBook title to which your Simultaneous Access is based, and any fractional quantities are rounded. Any additional copies you elect to purchase will be priced

at then-current upkeep prices minus any discounts you may have been receiving on such titles immediately before this Agreement was signed.

The Matching Discount is provided for the Term of this Agreement in recognition of your adoption of the Digital Library. ALM, some state code titles and certain other licensed publications may be excluded from one or both of these models. For further details, please ask your representative.

- 2.6. LN will provide you with **Print without Matching Discount** as listed on the attached Rider 2. In exchange for the Publications listed on Rider 2, you will pay to LN the annual Commitment Amount of **\$1,046 for Service Subscriptions and \$355 (Estimated) for Non-Service Subscriptions** for such Publications for Year 1. In subsequent years of the Term, the Commitment Amounts for Service Subscriptions for Publications without Matching Discount are subject to a 3% fixed annual increase, and the Commitment Amounts for Non-Service Subscriptions without Matching Discount will receive an additional 5% discount on all Updates (defined below).



3. PREFERRED CUSTOMER STATUS, PUBLICATION CHANGES, AND THRESHOLD SPEND AMOUNT

- 3.1. Due to your overall annual spending level on all Publications provided herein as well as the other products and services provided by LN (or its affiliate Matthew Bender & Company, Inc.) even if not mentioned herein ("All LN Products") as determined based on the 12 months prior to the date this Agreement is executed by you, you are considered a "Preferred Customer" of LN and will receive special pricing for Publications included herein. If your overall annual spending level for All LN Products decreases significantly during the Term, you may no longer be considered a Preferred Customer and LN reserves the right to adjust the pricing to reduce or eliminate the Preferred Customer discount, or terminate this Agreement, upon 30 days written notice to you.
- 3.2. During Year 1 of this Agreement, you will subscribe to the Publications listed on the attached Riders 1 and 2. After Year 1 of this Agreement and subject to Section 3.3 below, you may elect to substitute or change the Publications listed in the attached Riders 1 and 2 only once per Year upon 45 days prior written notice to LN to be effective as of the start of the next Commitment Period, as the case may be ("Permitted Adjustments"). If Permitted Adjustments to the titles or quantities are made, then the following rules will apply:
- Any cancellation of a Digital Library eBook title shall be a cancellation of access to that Digital Library eBook title in its entirety.
 - You may purchase entitlements for cancelled Digital Library eBook titles in Year 1 or thereafter on a single user entitlement per copy basis. To restore simultaneous access for such re-purchased Digital Library eBook titles, you must repurchase a whole number quantity of such title at the then-current list price, such that the total spent on that Digital Library eBook title for all quantities now meets or exceeds the price paid when cancelled.
 - Any new Publications added in Digital Library eBook format must be added in a quantity of at least 4 to get simultaneous use entitlement. Any new Publications added at a quantity of less than 4 will be given one user, one copy entitlement and are not entitled to the "Matching Discount" described above. A "new" Publication is one to which Subscriber has not subscribed in any form of media within the past twelve (12) months.
- 3.3. Your Year 1 Commitment Amounts as listed on the attached Riders 1 and 2 are collectively the "Threshold Spend" amount. Your substitutions for Publications of greater value or adding of Publications shall require you to pay the Threshold Spend amount plus the increased total amount over the Threshold Spend. Your substitutions for Publication of lesser value or removal of Publications shall require you to continue to pay the Threshold Spend.
4. **CONFIDENTIAL INFORMATION**
This Agreement contains confidential information, including pricing information, of LN (the "Confidential Information"). You understand that disclosure of Confidential Information could cause competitive harm to LN. You agree to receive and maintain the Confidential Information in trust and confidence and to take reasonable precautions against its disclosure to any third person.
5. This Agreement is subject to acceptance by LN, which acceptance may be evidenced by signature or by providing access to the Publication Services or otherwise initiating its performance under this Agreement.

Agreed to and accepted by:

"Subscriber": Ventura County Law Library	
[MUST BE COMPLETED BY YOU]	
Authorized Subscriber Signature:	
Printed Name:	
Job Title:	
"Signature Date":	
Number of Authorized Users for Digital Library:	Public Law Library



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MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF THE VENTURA COUNTY LAW LIBRARY HELD JULY 20, 2022.

A teleconference meeting was held on Wednesday, July 20, 2022 at 12:15 p.m. Present were board members Judge Wright, Ms. Rodriguez, Mr. Woodward, Mr. Campbell and Ms. North as well as Secretary Katie Drow. Ms. Bautista was not present. The meeting was called to order at 12:16 p.m.

Item 1, after discussion and on motion duly seconded, it was resolved that due to the state of emergency as declared by the Governor and the continued recommendation of local officials to social distance, which directly impact the ability of the board to meet safely in person, remote teleconference meetings of the Board of Trustees will continue for a 30-Day Period.

Item 2, there was no public comment.

After discussion and on motion duly seconded, it was resolved that:

Item 3, the minutes sheet of the regular meeting held June 15, 2022, was approved;

Item 4, the financial statement for AP 12, was approved;

Item 5, the director updated the board on new COVID-19 precautions being taken by the staff, Library's continued journey to becoming a Passport Services Facility, as well as Ventura's allocated share of the \$16.5 million granted to Law Libraries recently by the state.

It was decided to skip the CLOSED SESSION portion of the board meeting.

Item 6, Mr. Woodward commented that it was more of the same nowadays, while Tiffany North thanked Katie for moving quickly to implement a mask mandate; she also commented that it's been difficult with so many staff out at the courts and various county departments. There were no other board comments.

The next teleconference meeting is tentatively set for Wednesday, August 17, 2022, at 12:15. There being no further business, the meeting was adjourned at 12:22 p.m.

Katie Drow
Secretary

VENTURA COUNTY LAW LIBRARY FINANCIAL STATEMENT, ACCOUNTING PERIOD 13 (100%) JUN 1 TO JUN 30, 2022

FUND 0200 - GENERAL TRUST FUND

CASH ON DEPOSIT WITH THE COUNTY TREASURER, Jun. 1, 2022

1,493,932.33

4400 - DEPOSIT BORROWERS

	<u>CUR. PERIOD</u>	<u>BALANCE</u>		
Balance Jun. 1, 2022		3,600.00		
Deposited	0.00			
Withdrawn	0.00			
Balance Jun. 30, 2022		3,600.00	Net	0.00

<u>REVENUE</u>	<u>ESTIMATE</u>	<u>CUR. PERIOD</u>	<u>FY TO DATE</u>	<u>PERCENT</u>	
8911A INTEREST, FUND 0200	5,000.00	2,534.08	5,592.37	111.85%	
8911B INTEREST, FUND 0201	0.00	0.00	0.00	0.00%	
9252 STATE OTHER	0.00	0.00	291,068.77	100.00%	
9681A OVERDUES	1,000.00	0.00	468.00	46.80%	
9681C INTERLIBRARY LOANS	0.00	0.00	0.00	0.00%	
9521 COURT FEES	520,000.00	39.00	509,715.34	98.02%	
9721 COPY MACHINES	1,000.00	0.00	2,770.50	277.05%	
9790A MISC INCOME	0.00	0.00	347.29	100.00%	
9790B SALE OF BOOKS/EQUIP	0.00	0.00	859.00	100.00%	
9790C SALE OF SUPPLIES	0.00	0.00	20.00	100.00%	
9790D SALES TAX	<u>0.00</u>	<u>0.00</u>	<u>68.17</u>	<u>100.00%</u>	
TOTAL REVENUE	527,000.00	2,573.08	810,909.44	153.87%	2,573.08

<u>EXPENDITURES</u>	<u>APPRO</u>	<u>CUR. PERIOD</u>	<u>FY TO DATE</u>	<u>PERCENT</u>	<u>BALANCE</u>
SALARIES AND BENEFITS					
1101 FULL-TIME	190,000.00	0.00	158,682.31	83.52%	31,317.69
1102 PART-TIME	37,500.00	0.00	21,728.00	57.94%	15,772.00
1121 RETIREMENT	53,000.00	0.00	50,478.68	95.24%	2,521.32
1122 SOCIAL SECURITY	2,500.00	0.00	1,347.14	53.89%	1,152.86
1123 MEDICARE	3,300.00	0.00	2,552.24	77.34%	747.76
1141A GROUP INSURANCE-EMP	15,500.00	0.00	10,190.97	65.75%	5,309.03
1141B GROUP INSURANCE-RET	31,000.00	0.00	27,234.09	87.85%	3,765.91
1143 UNEMPLOYMENT	0.00	0.00	0.00	0.00%	0.00
1165 WORKERS COMPENSATION	<u>2,200.00</u>	<u>0.00</u>	<u>1,951.00</u>	88.68%	<u>249.00</u>
TOTAL	335,000.00	0.00	274,164.43	81.84%	60,835.57

SERVICES & SUPPLIES					
2031 TELEPHONE	4,000.00	0.00	1,559.64	38.99%	2,440.36
2032 COUNTY TELECOM.	500.00	0.00	0.00	0.00%	500.00
2054 JANITORIAL SUPPLIES	2,500.00	0.00	876.87	35.07%	1,623.13
2055 JANITORIAL SERVICES	12,500.00	0.00	11,268.00	90.14%	1,232.00
2071 GENERAL INSURANCE	2,400.00	0.00	2,219.00	92.46%	181.00
2101 OFFICE EQUIP. MAINT.	3,000.00	742.50	1,682.50	56.08%	1,317.50
2115 FACILITIES PROJ ISF	1,500.00	0.00	0.00	0.00%	1,500.00
2116 OTHER MAINTENANCE ISF	1,500.00	0.00	0.00	0.00%	1,500.00
2131 MEMBERSHIPS	1,000.00	0.00	720.00	72.00%	280.00
2159 MISCELLANEOUS EXPENSE	5,000.00	0.00	4,900.00	98.00%	100.00
2161 OFFICE SUPPLIES	7,000.00	0.00	5,570.29	79.58%	1,429.71
2164 POSTAGE	7,600.00	50.99	7,492.61	98.59%	107.39
2166 PRINTING	500.00	0.00	0.00	0.00%	500.00
2167 COPYING SUPPLIES	800.00	0.00	602.53	75.32%	197.47
2168 CENTRAL STORES	300.00	0.00	81.21	27.07%	218.79
2179 MISC. OFFICE EXPENSES	5,000.00	0.00	1,513.75	30.28%	3,486.25
2199 PROF. SERVICES (NON ISF)	4,500.00	0.00	2,368.50	52.63%	2,131.50
2202 COMP. SERVICES ISD	500.00	0.00	0.00	0.00%	500.00
2206 COUNTY SPECIAL SERVICES	3,000.00	0.00	673.00	22.43%	2,327.00
2261 COMPUTER EQUIPMENT	5,000.00	0.00	3,765.67	75.31%	1,234.33
2262 FURNITURE	2,000.00	0.00	0.00	0.00%	2,000.00
2264 MINOR EQUIPMENT	2,000.00	0.00	1,500.00	75.00%	500.00
2271A BOOKS & PUBLICATIONS	206,000.00	2,863.67	138,844.93	67.40%	67,155.07
2271B AUDIO/VIDEO PROGRAMS	1,200.00	0.00	506.69	42.22%	693.31
2271C ELECTRONIC SUBS.	43,000.00	0.00	38,246.00	88.94%	4,754.00
2273 CONFERENCE/SEMINARS	200.00	0.00	0.00	0.00%	200.00
2291 MILEAGE	300.00	0.00	0.00	0.00%	300.00
2292 AIR TRAVEL	<u>500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>500.00</u>
TOTAL	323,300.00	3,657.16	224,391.19	69.41%	98,908.81

VENTURA COUNTY LAW LIBRARY FINANCIAL STATEMENT, ACCOUNTING PERIOD 13 (100%) JUN 1 TO JUN 30, 2022

FIXED ASSETS	<u>APPRO.</u>	<u>CUR.PERIOD</u>	<u>F/Y TO DATE</u>	<u>PERCENT</u>	<u>BALANCE</u>	
4111 BUILDING IMP/ALTER	2,500.00	0.00	0.00	0.00%	2,500.00	
4601 EQUIP REPLACEMENT	20,000.00	0.00	0.00	0.00%	20,000.00	
TOTAL	22,500.00	0.00	0.00	0.00%	22,500.00	
 TOTAL EXPENDITURES	 680,800.00	 3,657.16	 498,555.62	 73.23%	 182,244.38	 (3,657.16)
 6101 CONTINGENCY FUND	 100,000.00	 0.00	 0.00	 0.00%	 100,000.00	
 CASH ON DEPOSIT WITH THE COUNTY TREASURER END FISCAL YEAR						1,492,848.25
LIABILITIES						
6101 CONTINGENCY FUNDS						(100,000.00)
4400 DEPOSIT BORROWERS						(3,600.00)
 LONG TERM LIABILITIES						
Net OPEB						(254,696.00)
Est Unfunded Actuarial Pension						(490,454.00)
 CalPERS CERBT Post Retirement Fund						
Total in Fund Jun. 30, 2022	138,114.73					
Market Increase/Decrease	0.00					
Total in Fund Jun. 30, 2022	138,114.73					138,114.73
 Wells Fargo Account						
Cash on deposit Jun. 30, 2022	49,321.18					
Withdrawals	0.00					
Deposits	0.00					
Balance Jun. 30, 2022	49,321.18					49,321.18
 CASH RESERVE BALANCE END FISCAL YEAR						831,534.16

FUND 0201 - UNEMPLOYMENT INSURANCE RESERVE FUND

CASH ON DEPOSIT WITH COUNTY TREASURER, Jun. 30, 2022					59,772.40
	<u>CUR. PERIOD</u>	<u>F/Y TO DATE</u>			
INCOME					
7990A DEPOSITS	0.00	0.00			
7990B INTEREST	0.00	0.00			
EXPENDITURES					
7990C CLAIMS	0.00	0.00			
CASH ON DEPOSIT WITH THE TREASURER, Jul. 11, 2022					59,772.40

Proposed Salary Schedule August 17, 2022

Ventura County Libraries (Current)	Ventura County Law Library (Current)	Ventura County Law Library (Proposed)
Library Tech I \$18.41 - \$25.73 Hourly \$38,302.80 - \$53,526.89 Annually	PT/FT Library Tech I \$13.59-\$17.76 Hourly \$28,267.20-\$36,940.80 Annually	Library Tech I PT \$16.00 - \$20.00 Hourly FT \$18.41 - \$25.73 Hourly \$38,302.80 - \$53,526.89 Annually
Library Tech II \$19.74 - \$27.61 Hourly \$41,060.40 - \$57,422.48 Annually	FT Library Tech II \$14.98-\$19.58 Hourly \$31,158.40-\$40,726.40 Annually	FT Library Tech II \$19.74 - \$27.61 Hourly \$41,060.40 - \$57,422.48 Annually
Library Tech III \$21.59 - \$30.18 Hourly \$44,840.82 - \$62,776.37 Annually	FT Library Tech III \$16.24-\$21.23 Hourly \$33,779.20-\$44,158.40 Annually	FT Library Tech III \$21.59 - \$30.18 Hourly \$44,840.82 - \$62,776.37 Annually
LIBRARIAN \$27.70 - \$38.75 Hourly \$57,607.49 - \$80,604.81 Annually	LIBRARIAN (as of 2012) \$19.86-\$27.96 Hourly \$41,308.80-\$58,156.80 Annually	LIBRARIAN \$27.70 - \$38.75 Hourly \$57,607.49 - \$80,604.81 Annually

Add \$24.50 base hourly pay
\$50,000 annually for FT staff
with BA/BS degree

Library Tech I salary difference 26.18% - 30.98% less than our public library counterparts
Library Tech II salary difference 24.11% - 29.08% less than our public library counterparts
Library Tech III salary difference 24.78% - 29.66% less than our public library counterparts

County positions will also receive a COLA