



Escondido Public Library Board of Trustees

AGENDA

Library Board of Trustees Meeting

Thursday, December 12, 2013

2:00 p.m.

Library Board Room

1. CALL TO ORDER.

- 2. WRITTEN/ORAL COMMUNICATIONS:** At this time, the public may comment on items not appearing on the agenda. State law prohibits the Board from discussing or taking action on such items, but the matter may be referred to the staff or scheduled on a subsequent agenda.

3. APPROVAL OF MINUTES FROM November 14, 2013 MEETING

4. BOARD ADMINISTRATIVE ANNOUNCEMENTS/NEWS

5. PROJECT UPDATES

6. REPORTS FROM AUXILIARY GROUPS:

The Friends of the Library will hold a book sale this month and they now offer gift certificates. Both the Friends of the Library and the Pioneer Room Friends published newsletters this month.

7. SIGNIFICANT UPCOMING EVENTS

Date & Time	Location	Event
December 14 3:00 PM	Library – Turrentine Room	<i>2nd Saturday Concert Presents The Neave Trio</i>
December 17 3:00 PM	Library – Turrentine Room	<i>eReaders eXplained: A Seminar on eReaders</i>
December 24 & 31	All Library Facilities	<i>Christmas Eve & New Year's Eve - Library Facilities Close at 5 PM</i>
December 25 & January 1	All Library Facilities	<i>Christmas & New Year Holiday - Library Facilities Closed</i>
January 7, 2014 3:30 PM	Library - Turrentine Room	<i>Josiah Sings – Kwanzaa Celebration</i>

8. CURRENT BUSINESS

- a. Library Coffee Cart Occupancy License Agreement
- b. Proposal for Library Support Groups Meeting Facilitation
- c. Library Royalty Interest in Signal Hill Petroleum, Inc.

9. CITY STAFF COMMUNICATIONS

- a. Director of Library & Community Services
- a. Deputy City Librarian

- 10. CUSTOMER SERVICE COMMENTS:** To be distributed at the meeting.



Escondido Public Library Board of Trustees

AGENDA

Library Board of Trustees Meeting

Thursday, December 12, 2013

2:00 p.m.

Library Board Room

11. ADJOURN UNTIL January 9, 2013

12. UPCOMING MEETING SCHEDULE. Regular meetings are the 2nd Thursday of each month at 2 p.m.

<i>Day</i>	<i>Date</i>	<i>Time</i>	<i>Location</i>
Thursday	Jan. 09, 2014	2:00 p.m.	Library Board Room
Thursday	February 13, 2014	2:00 p.m.	Library Board Room
Thursday	March 13, 2014	2:00 p.m.	Library Board Room

TO ADDRESS THE BOARD: The public may address the Library Board of Trustees on any agenda item. Please complete a Speaker's form and give it to the Library Division Coordinator. Comments are generally limited to 3 minutes. If you wish to speak concerning an item *not* on the agenda, you may do so under "Oral Communications." Please complete a Speaker's form as noted above.

Handouts for the Library Board should be given to the Library Division Coordinator. To address the Board, STATE YOUR NAME FOR THE RECORD.

Please turn off all cell phones while the meeting is in session.

Escondido Public Library Board of Trustees
MINUTES
Thursday, November 14, 2013, 2:00 p.m.
Library Board Room

CALL TO ORDER: Gary Knight called the meeting to order at 2:00 pm.

Members Present: Elmer Cameron, Kathy Eisler, Mirek Gorny

Members Absent: Virginia Loh-Hagan

Staff Present: Loretta McKinney, Director of Library & Community Services, Cynthia Smith,
Deputy City Librarian, Janet Rulien, Board Secretary

WRITTEN/ORAL COMMUNICATIONS: None.

APPROVAL OF MINUTES FROM OCTOBER 10, 2013: MSC Cameron/Eisler to approve the minutes as written, Vote 4/0.

BOARD ADMINISTRATIVE ANNOUNCEMENTS: None.

REPORTS FROM AUXILIARY GROUPS: Eisler reported that she and Cameron attended the ELF Donor Dinner. The event was very well planned and attended. This topic will be discussed under Agenda Item 9a. The Friends are struggling with keeping library areas cleared per the Fire Marshal's instructions.

SIGNIFICANT UPCOMING EVENTS: These items were discussed.

CURRENT BUSINESS:

Library Expansion Project Update: McKinney said that at this point staff will be looking for methods to fund the design development phase at a cost of approx. \$600,000. This phase usually takes two years. The Library is anticipating asking for \$300,000 from either PFF (Public Facility Funds) or from CIP (Capital Improvement Project funds over the next two years. The Library was given approval to consider a bond measure for construction. This is keeping within a sustainable timeline.

Library Exterior Building Image & Appearance Update: Smith briefly went over the background of this item. The Occupancy License is being evaluated by our Real Property Manager. A discussion was held as to how to determine how long the rental would be in effect before it is reviewed for monetary and other issues. The Library desires to recoup its costs vs. making money for this service. The Board noted that the present owner has put forth a good effort in making the area much more pleasing to the eye. **MSC Eisler/Cameron that the Occupancy License Agreement allows for a rental fee of \$300.00 per month, Vote 4/0.**

Board Trust Account Report: McKinney reviewed the financial report with the Trustees.. Librarian Viktor Sjoberg will be applying for a Eureka Institute internship and grant. The Board reiterated their support for staff attendance at professional conferences and will continue to fund participation at the professional conferences/workshops.

-1-

CITY STAFF COMMUNICATIONS:

Director of Library & Community Services: McKinney stated that as part of the Library reorganization and the goal to maintain the momentum of the library expansion project, Library administration would like to provide a workshop for all library support groups; the Friends of the Library, the Friends of the Pioneer Room, Literacy Friends, the Board of Trustees as well as the Library Foundation. The focus of the workshop would be to talk about uniting the group's common goals (i.e. for the Library), to discuss advocacy and fundraising for the library and the proposed expansion, , as well as to discuss succession planning. The staff would like to have several two hour sessions with a professional consultant who is very well known and highly respected: the Centre for Organizational Effectiveness. Concrete plans with timelines and assignments should result from the workshops. Staff will be presenting a proposal next Board meeting for the workshops to begin in mid-March 2014 and to be paid for from the Trust Fund. The consultants will be meeting with the Board members prior to entering into a consulting agreement. Library staff will invite the consultants to the January 2014 Board meeting.

Staff will be going to City Council for approval of the \$6,000 received from Rotary for new AWE computers for Children's on November 20; The Literacy Grant will be on the December 4 Council Agenda, and the Integrated Library System contract will be going to Council on December 11th.

McKinney provided a broad overview of the Library's reorganization of staff. The El Caballo Park Master Plan's last community meeting is tonight and the Grape Day Park Master Plan is starting up.

Deputy City Librarian: December 18 is our staff Christmas Party which is a potluck. An all employee Staff Recognition will be held on December 4 at 8:30 a.m. in the Turrentine Room. Joanna Axelrod attended Supervisor's Academy and Emiko Kauz attended Management Academy and they are about to graduate. We are joining the One Book One Read for the year 2014. This is in conjunction with KPBS. The library will be presenting ebook and related trainings in December and January.

Adjourned: 3:25 pm

Respectfully submitted,

Gary Knight, Board President and Acting Secretary
/jr

LIBRARY BOARD OF TRUSTEES MEETING

Agenda Item No. 9a

Library Coffee Cart Occupancy Agreement

Recommendation:

Review the proposed *Occupancy License for Coffee Cart Vendor at Escondido Public Library* and accept as presented or adopt with designated changes. Offer the accepted *Occupancy License* with right of first refusal to the current coffee cart operator. If refused, direct Library Administration to issue a Request for Proposal (RFP) for a new coffee cart vendor.

Library Administration recommends that the City's Real Property Manager's Office manage the agreement.

Background:

This agenda item is continued from the past several Board of Trustees Meetings directing Library Administration and the Image and Appearance Task Force Committee to develop and vet a coffee cart vendor agreement.

The City Attorney's Office recommended using the City's Occupancy License as the appropriate agreement format to manage and govern the Library's coffee cart. Library Administrative staff worked with the City's Real Property Manager to develop the attached *Occupancy License for Coffee Cart Vendor at Escondido Public Library*. The proposed *Occupancy License* includes the parameters developed by the Committee and accepted at the previous Board of Trustees meeting. It has been reviewed and approved by the City Attorney's Office and is now available for the Library Board of Trustees' final review and action.

The Library Board of Trustees voted to provide the current coffee cart operator, Mr. Don Pham, right of first refusal. Mr. Pham has been invited to attend the Board of Trustees meeting or communicate with the Board to discuss his intentions. Should Mr. Pham decline the offer to accept the Occupancy License, the Board of Trustees may direct Library Administration to issue a Request for Proposals (RFP) for a new coffee cart vendor.

Library Administration recommends that the City's Real Property Manager assist with managing the agreement and its yearly renewal.



CITY OF ESCONDIDO

Escondido, CA 92025

**OCCUPANCY LICENSE FOR
COFFEE CART VENDOR
at ESCONDIDO PUBLIC LIBRARY
239 SOUTH KALMIA STREET, ESCONDIDO, CA 92025**

Term: Effective Date: _____, 2013

License Holder: TBD

CITY OF ESCONDIDO

Occupancy License for Coffee Cart at Escondido Public Library, 239 South Kalmia, Escondido, CA
92025

This License Agreement ("License") is made and entered into this ___ day of _____, 2013, by and between the CITY OF ESCONDIDO ("City") and Coffee Cart Vendor ("Licensee"), for the purpose of awarding an Occupancy License for the operation of a coffee cart at the Escondido Public Library, 239 S. Kalmia St., Escondido, CA 92025.

*Part One of this Agreement is a License for the operation of a coffee cart at the Escondido Public Library ("**Occupancy License**").*

Part Two of this Agreement sets forth general terms applying to the Occupancy License.

I. OCCUPANCY LICENSE

This Occupancy License is awarded subject to the following terms, conditions and limitations:

1. Location. The area to be governed by this **Occupancy License** is a portion of the Library that includes 107.52 square feet of space located in front of the main Library entrance, located at 239 South Kalmia Street, Escondido, CA 92025 (see attached Exhibit "A") for details.

2. Use of License Premises.

(a) The Licensee shall use the License Premises for the purpose of storing and operating a mobile, coffee vending cart, and the area immediately outside the License Premises for the sale of coffee and related beverages and coffee cart related pre-packaged snacks, except for hot food items and gum, which shall be expressly prohibited. Said use shall be in accordance with all requirements and provisions of the San Diego County Health Department and any applicable permitting requirements required by the City of Escondido Planning Department. The License Premises is designed to be utilized for purposes compatible with, and supportive of, the mission of a public library and public library services. The License Premises shall not be used by Licensee for any other purpose.

(b) The Licensee may use the water, sink, and electrical outlets inside the Library Staff Lounge during hours of operation.

(c) The Licensee shall store inventory and equipment within the confines of the License Premises or at an offsite location at the Licensee's sole expense. Escondido Public Library does not provide storage space for equipment or inventory inside the Library.

(d) The Licensee's hours of operation shall be no more than thirty (30) minutes outside the hours of operation of the Escondido Public Library, except as designated for authorized special events.

(e) The Licensee shall provide a non-permeable mat to control spillage at the coffee cart.

(f) The Licensee shall provide a trash receptacle, to be emptied by Licensee in the on-site, City-provided bin.

(g) The Licensee shall provide a recycling receptacle, to be emptied by Licensee in the on-site, City-provided recycling bin.

(h) The Licensee shall comply with Coffee Cart Appearance Standards for display of products and signage established by the Escondido Public Library, as set forth in "Exhibit B."

3. License Premises Improvements. No alterations shall be made to the License Premises.

4. Term of License. This Occupancy License is awarded for a period of twelve (12) months effective on the commencement date of this License. The License may be renewed upon City's written permission for one (1) additional twelve-month term, by Licensee giving a written request of such renewal to the City at least ninety (90) calendar days prior to the end of the License's ending date.

5. Rent. The Licensee shall pay the City an annual rent of \$3,600.00, payable monthly at the rate of \$300.00. Rental Payments are due on the first (1st) day of each month, payable to Escondido Public Library. Rent payments received after the 5th day of any month will be charged an additional 20% late payment fee.

6. Utilities. Licensee shall be responsible for all utilities, including connection and disconnection fees.

7. Maintenance of the License Premises. Licensee hereby agrees that it accepts the License Premises as is/where is. Licensee shall maintain the License Premises and shall keep it in clean, safe, orderly, and sanitary condition at all times throughout the License Term.

8. Access. The City shall have a right to access the License Premises at any time, and may do so from time to time without providing notification to Licensee and without causing disruption to Licensee's rights under this License Agreement.

9. Surrender of Premises. Upon termination of this Occupancy License, Licensee shall vacate and deliver the License Premises to the City in the same condition it was found, except for ordinary wear and tear. Licensee shall contact the City to arrange for a walk through of the property and return of all keys and access cards on or before License termination.

10. Termination and Revocation of Occupancy License.

(a) This Occupancy License may be terminated by either party by providing written notice to the other party at least ten (10) days in advance of the desired termination date.

(b) This Occupancy License may be revoked by the City at any time after a written notice to Licensee that City has determined that Licensee has done any of the following, and if Licensee has not cured the noticed breach within five (5) business days after the notice:

- Failed to confine use of the License Premises as stated in Section 2 above.
- Failed to work cooperatively with City staff.

-6-

- Taking actions to the detriment of the Licensee or the City.

(c) Upon termination or revocation of this Occupancy License, Licensee agrees to vacate the License Premises within five (5) working days, and to surrender this Occupancy License.

II. GENERAL LICENSE TERMS

1. Indemnification. Licensee (which in this paragraph includes its employees, agents, or subcontractors) shall indemnify, defend and hold harmless the City of Escondido, its officers, agents and employees from any and all loss, damage, liability, cost or expenses, including attorneys' fees, for any of the following: 1) Any personal injuries, property damage or death that Licensee may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or 2) Any injury or death which Licensee suffers or which is increased by any action taken to medically treat Licensee; or 3) Any claim of liability arising out of Licensee's negligence or acts or omissions.

2. Insurance. Licensee shall have insurance in the following amounts at all times during this License term:

- a. General liability insurance with at least \$1 Million combined single-limit coverage per occurrence for bodily injury and property damage; and
- b. Automobile liability insurance of \$1 Million combined single-limit per accident for bodily injury and property damage; and

- c. Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship.

- d. Each insurance policy required above must be acceptable to the City Attorney:

- i. Each policy must name the CITY specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation policy.

- ii. Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A-rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.

- iii. All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.

- e. Certificates of Insurance for each policy must be received and deemed acceptable by the City prior to commencement of the License term.

3. Anti-Assignment Clause. Licensee shall not assign, delegate, transfer or sublicense any duty or right under this Occupancy License, or any portion of the Licensee's use of License Premises.

4. Licensee not a Lessee. No legal title or leasehold interest in the License Premises or appurtenances thereto shall be deemed or construed to have been created or vested in the Licensee by anything contained in this Occupancy License.

5. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the City.

6. Merger Clause. This Occupancy License and its Attachments are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Occupancy License and its Attachments, the provisions of this Occupancy License shall prevail.

7. Anti-Waiver Clause. None of the provisions contained herein shall be waived because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived, in whole or in part.

8. Severability. The invalidity in whole or in part of any provision of this agreement shall not void or affect the validity of any other provisions of this Occupancy License.

9. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Occupancy License shall be sent to the attention of the persons indicated below, until such time as notice of any changes of person to be notified or change of address is forwarded to all parties:

Licensee:

City:

City of Escondido
201 N. Broadway
Escondido, CA 92025
Attn: Debra Lundy
Real Property Mgr.
(760) 839-4034

9. Choice of Law. This Occupancy License shall be governed by the laws of the State of California. Venue for any action arising from this Occupancy License, including but not limited to matters concerning validity, construction, performance or enforcement shall be exclusively in the state or federal courts located in San Diego County, California.

IN WITNESS WHEREOF, this Occupancy License has been executed on behalf of the City by its Officer thereunto authorized and by Licensee, the date and year first above written.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

CITY OF ESCONDIDO, a Municipal Corporation

LICENSEE

Debra Lundy, Real Property Manager

Date: _____

By: _____
Its: _____

Date: _____

Loretta McKinney
Director of Library and Community Services

Date: _____

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

EXHIBIT A

"PREMISES"

12'2"



Coffee Cart Foot Print when CLOSED

84.79 sq ft

Coffee Cart Foot Print when OPENED

107.52 sq ft



EXHIBIT B
COFFEE CART APPEARANCE STANDARDS

1. Signage should be clear, professional, and minimal. It should not overwhelm the coffee cart area or spill over onto the adjoining Library or other adjacent structures and walls.
2. The ground area around the coffee cart should be kept clean and clear of any debris or spilled drinks.
3. The coffee cart counters, displays, interior surfaces, storage elements (fridges, cabinets, etc.) should be kept in a clean and orderly manner in keeping with a professional establishment.
4. The mobile coffee cart and any decorative or display elements should be kept within the designated Premises and not expand outward to impede ingress/egress to the Library.
5. Customer seating is limited to the City installed benches, tables, and chairs in the adjacent patio and portico area.

LIBRARY BOARD OF TRUSTEES MEETING

Agenda Item No. 9b

Proposal for Library Support Groups Meeting Facilitation

Recommendation:

Review and approve the attached consulting proposal from the Centre for Organization Effectiveness to bring together five Library support groups in March 2014 to discuss their purpose and efforts to serve toward the Library expansion project.

Background:

The Board of Trustees directed Library Administration to provide a proposal to bring the various Library support groups together to discuss their purpose in serving the Library as a whole and unify their efforts toward supporting the Library expansion project. The support groups include the Library Board of Trustees, the Escondido Library Foundation, The Friends of the Escondido Public Library, Friends of the Pioneer Room, and the Friends of Literacy Services.

Library Administration recommends The Centre for Organization Effectiveness (CFOE) as consultant and meeting facilitator. A proposal for all-inclusive costs for consulting service and meeting facilitation is attached for the Board of Trustees' review and approval, along with background information on the CFOE. The proposed cost is \$4,000 which provides consulting services from Ms. Camille Primm for a series of meetings as outlined, with support from the CFOE founder, Dr. Trudy Sopp. A brief introduction to Ms. Primm's background is included in the proposal.

The goal is to prepare in early 2014 and bring the support groups together in March 2014. If approved at the December 12 Board of Trustees Meeting, preparations will begin immediately. Ms. Primm is available to meet with the Board of Trustees at the January 9, 2014 meeting at 2:00 PM and more in-depth planning will follow.

Proposal
City of Escondido Library
2013-2014

Project Description

The City of Escondido Library has requested consultant services to bring together five library groups to discuss their purpose and efforts towards library expansion in early March 2014. There are three discussion points to consider in this project:

1. purpose and value of library services in the City of Escondido and the alignment of the five library groups to this purpose,
2. succession planning and support in library groups for the future viability of library services in the City of Escondido, and
3. library expansion to continue to support library services in the City of Escondido.

Scope of Services and Cost

Consulting services for this project will be provided by Camille Primm with support from Trudy Sopp, Ph.D. Services will include:

- Preparatory meeting with Loretta McKinney, Director of Library and Community Services and Cynthia Smith, Deputy City Librarian
- Introductory meeting with the Board of Trustees on January 9 at 2:00-3:00pm
- Preparation for and customization of facilitated sessions
- Two separate two-hour facilitated sessions
- Mileage expenses

The all-inclusive cost for this project, including all of the services listed above is \$4,000, including mileage expenses. Materials will be produced by the City of Escondido. The Centre will bill the City of Escondido in two installments. The first installment will be billed as soon as the work commences and the second installment will be billed when the work is completed.

Signed by:

Proposed by:

Loretta McKinney
Director of Library and Community Services
City of Escondido

Sommer Kehrli, Ph.D.
Executive Director
The Centre for Organization Effectiveness

Date: _____

Date: _____

Camille Primm

Camille Primm is a leading career and performance strategist who partners with organizations as a learning facilitator/motivational team coach. She helps organizations develop and retain the talent they need to meet their goals.

Camille develops and delivers customized training in an array of formats, from keynote presentations to individual coaching to help professionals adapt and thrive in environments of change and challenge. Popular offerings include:

- ✓ Team Building Programs
- ✓ Communication Best Practices
- ✓ Change and Resilience Strategies
- ✓ Managing Challenging People Interactions
- ✓ Effective Meeting Skills
- ✓ Customer Service With the Quality Edge
- ✓ Business Writing for Professionals
- ✓ Career Management
- ✓ Management/Leadership Seminars

Author of *"Learning the Ropes: The Insider's Guide to Winning at Work,"* Camille has worked with organizations from start-up to Fortune 100, coached all levels from executive to new grads starting their careers. She's an upbeat and optimistic change agent who guides people to increasing performance and enhancing results, as teams and as individuals. She brings a bevy of wisdom and experience to clients with customized services based on identified needs and opportunities.



Our Mission

THE CENTRE for Organization Effectiveness is a team of organization development professionals dedicated to raising the caliber of leadership through competency-based education, development and consulting services. While we focus on public sector and non-profit organizations, our cadre of consultants are equally skilled in the private sector.

THE CENTRE is organized as a Joint Powers Authority created by the City of San Diego and the San Diego Water Authority. We are a public sector organization ourselves.

Since our inception in 1993, we have served over 135 public, non-profit and private sector clients.

Products and Services

THE CENTRE has a robust portfolio of product and service offerings designed to meet the challenging needs of public sector leaders, including academies, organization development consulting, leadership workshops and forums, and a film and literature series.

What Sets Us Apart

THE CENTRE for Organization Effectiveness is unique.

- An *alliance with UC San Diego Extension* enables us to combine the strengths, reach and insight of the University with our own seasoned expertise in public sector leadership and organization development.
- The *exclusive California provider* of the Certified Public Manager® Program, a nationally-recognized credential.
- A State of California Department of Personnel Administration *preferred provider* of management training and development, meeting their requirements for competency-based education.
- Over *fifty seasoned and award-winning consultants* to deliver our services, with deep knowledge of the unique public sector environment. Some have held senior level leadership positions in public sector organizations, and many have won local, regional or national awards for their work.

Academies

The **Certified Public Manager® Program** is an intensive, competency-based curriculum, which builds on the Public Manager Academy (below) and prepares managers to respond to the complexities of the highly charged political environment of public service. It is a 200-hour program with six two-day modules over the course of a year. Participants also complete a major work-related project, under the guidance of a sponsor from their home organization.

Graduates earn a nationally recognized CPM® credential and 10 UCSD Extension credits.

The **Public Manager Academy** (also known as the **Regional Management Academy**), is a thought-provoking and challenging curriculum that creates a critical mass of leaders who begin to look more deeply at their responsibilities from an organization-wide perspective. (This program serves as a prerequisite for the Certified Public Manager® Program.) Eight days in length, 6 UCSD Extension credits.

The **Executive Institute** is a three-day, interactive leadership program for top-level executives based on critical incident interviews with executives and a review of best practices in executive programs across the country.

The **Supervisors Academy** is designed for first and second line supervisors and those who lead front-line employees. The focus is on the changing role of supervision, team development, performance management, coaching and counseling, conflict resolution and communication and managing diversity. This is a five to seven day academy.

The **Field Supervisors Academy** develops the unique skills required of supervisors managing field operations. Eight half-day sessions cover customer perceptions, understanding community demographics, managing former peers, diversity issues in the workplace, productivity measurement, team development, and the use of emerging technology.

The **Professional Assistants Academy** is based on input from executive secretaries, administrative assistants, and chief executives in several organizations. Topics include the changing role of the professional assistant, interpersonal style differences, developing a positive self-image, service orientation, organizational savvy, a writing, proofing and editing lab, career management, communication skills and conflict management.

Tailored in-house academies are a speciality of THE CENTRE. The content includes core curriculum found in our other academies and specific organizational content unique to the client.

Our Competency Instrument

This 84-item questionnaire assesses a manager's level of performance on 17 competencies, judged critical for excellent performance at the executive levels of management in the public sector. The instrument is completed by the manager, his/her supervisor, peers and direct reports. The manager's self-ratings are compared, in graphic form, to the combined ratings of all others to see differences in perception. The process is confidential.

Organization Development Consulting

We offer a full complement of state-of-the-art organization development consulting to meet the needs of today's public sector organizations. We have consultants with years of expertise in such areas as:

- Benchmarking and Best Practices
- Change Management Expertise
- Customer Service Training
- Facilitation for Boards and Executive Teams
- Interventions and Managing Conflict
- Management Counseling and Coaching
- Project Management Methodology
- Service Delivery Improvement
- Strategic Human Resource Consultation
- Strategic Planning
- Survey Methodology
- Team-Building

Leadership Forums, Workshops, and Presentations

We often host forums and seminars on timely issues which are open to all. *Surviving in Challenging Times*, a recent series designed to help leaders meet the challenges of the economic tsunami that confronted the nation, includes these workshops:

- Where Do I Start? *Getting the Bang for your Buck*
- Slimming Down: *Taking Time and Cost Out of Everyday Work*
- After the Downsizing: *Survivor Guilt and Productivity*
- Overcoming Resistance: *Carrying Out the Change*
- Measuring Success: *Why Is This Happening and How Will I Show Improvement?*
- Leading Right Now: *Guiding Your Team Through the Perfect Storm*

Contact Information

Phone: 858-534-9119
Fax: 858-534-9147
Email: info@tcfoe.com
Web: www.tcfoe.com

Office
La Jolla Village Professional Center
8950 Villa La Jolla Drive
Suite A204
La Jolla, CA 92037

-16-



ACADEMIES

TRAINING PROGRAMS

CONSULTING SERVICES

PRODUCTS

ABOUT THE CENTRE

CALENDAR

CONTACT

CERTIFIED PUBLIC MANAGER PROGRAM

PUBLIC MANAGEMENT ACADEMY

STAY INFORMED

Sign up for newsletters
and announcements!

Name: Email:

REGISTER NOW!

For a class or event:
[registration form](#).

For more information call
The Centre **858-534-9119**
or email inquiries@tcfoe.com

EVENTS CALENDAR

The Centre's
[current offerings](#)
for Academies,
Open Houses and
Workshops.

[CALENDAR](#)

ANNOUNCEMENTS

- ▶ [Read the October Newsletter!!!!](#)
[READ MORE](#)
- ▶ [Article: The Challenges of Managing Friends & Former Peers](#)
[READ MORE](#)
- ▶ [2013 At A Glance](#)
[READ MORE](#)
- ▶ [Apply to be a Consultant.](#)
[READ MORE](#)
- ▶ [Article: Public Servants, the Press, and the Public: Creating Solutions for Positive Relations](#)
[READ MORE](#)
- ▶ [Take a look at the findings from our Research Study](#)
[READ MORE](#)

Our Mission

The Centre for Organization Effectiveness is a team of organization development professionals who are dedicated to *raising the caliber of leadership through competency-based education, coaching, and consulting services*. Our cadre of consultants is equally skilled in the public sector, private sector, and non-profit organizations.

[Click here to download PDF "About The Centre"](#)

[Back To Top](#)

Our History

Since our inception in 1993 we have served over 135 clients, including 40 cities, 18 county, state or federal agencies, 24 special districts, water agencies and ports, 17 non-profit organizations, 10 education or health organizations, 4 retirement systems and 23 private sector organizations.

We have delivered over 100 leadership and management academies to over 3,000 participants, primarily in the San Diego, Los Angeles, Inland Empire, Orange County, and Sacramento regions.

The Centre is organized as a Joint Powers Authority created by the City of San Diego and the San Diego Water Authority. *We are a public-sector organization ourselves.*

[Back To Top](#)

What Sets Us Apart

- We have over *one hundred seasoned and award-winning consultants* to deliver our services, with deep knowledge of the unique environments of our clients. Many have held senior level leadership positions in organizations, have authored books, and have won local, regional or national awards for their work. Our consultants are selected for their specific areas of expertise and our projects are staffed with the most appropriate person to make the project successful.
- We have developed and validated an *exclusive Competency Instrument*, which drives a powerful 360 degree feedback process (from one's supervisor, peers and direct reports) to measure current levels of performance on 17 competencies judged to be critical to excellent performance.
- We are the *exclusive California provider* of the Certified Public Manager® Program, which awards successful participants with a nationally-recognized credential.
- We are recognized by the State of California Department of Personnel Administration as a *preferred provider* of management training, meeting their requirements for competency-based education.
- Our *alliance with UC San Diego Extension*, enables us to combine the strengths, reach and insight of the University with our own seasoned expertise in public-sector leadership and organization development. In addition, Extension credit will be awarded for completion of top management academies.

[Back To Top](#)

From Our Founder

There are several reasons for the unique spelling of the name "The Centre" and it is a story I always delight in telling. The hope for The Centre has always been that it be distinctive and spelling the name in a slightly different, Canadian, way is meant to be distinctive and is loaded with meaning for me. This was my subtle and respectful nod to the valuable experience I had attending graduate school at the University of Toronto and my gratitude for the fellowship opportunity I was given. It also represents the sociological and "big picture" impact on my thinking that living in Canada provided.

▶ **Article: Changing the Conversation: A Panel Discussion about Creating a New Mind Set about Navigating Public Perceptions**

[READ MORE](#)

▶ **The Centre on the radio.**

[READ MORE](#)

▶ **Article: Don't Be A Dilbert: Strategies for Conducting Effective Performance Appraisals**

[READ MORE](#)

▶ **UC San Diego Health System's Supervisors Academy #13 and Julie Riklin from The Centre hosted a meal at the Bannister Family House (BFH).**

[READ MORE](#)

▶ **A New Year, A New Opportunity**

[READ MORE](#)

▶ **Article: Engaging Employees through Vision and Purpose: Leveraging the Strategic Planning Process to Gain Clarity and Focus**

[READ MORE](#)

▶ **Article:**

Creating a Positive and Civil Workplace: A Cultural Approach to Ending Workplace Harassment

[READ MORE](#)

Trudy Sopp, Ph.D., Founder

[Back To Top](#)

Board of Directors

Paul Lanspery, Secretary/Vice Chair

Paul Lanspery has 38 years of city management and professional experience in utilities consulting, including project management, organizational assessments and facilitation, and infrastructure planning and development. Recently retired from San Diego County Water Authority as the Deputy General Manager, Paul Lanspery played an instrumental role in the ongoing transition of the agency from a wholesale water transportation agency to a multi-service organization that includes water storage, water treatment, and execution of an aggressive Capital Improvement Program (CIP). In addition to the oversight of the day-to-day operations of the Water Authority, Paul Lanspery was responsible for the development and implementation of strategies to meet growing water demands to reduce the region's reliance on imported water. He also previously served as assistant city manager for Fort Collins, Colorado and city manager for San Luis Obispo, California; and Mercer Island, Washington. Paul Lanspery has broad experience with city management, extensive knowledge of organizational issues, experience providing strategic and business planning, and a pragmatic understanding of capital project management and delivery.

Paul Lanspery has a BS in political science from the State University of New York and a MPA from the University of Hartford in Connecticut. Additionally he has been an adjunct professor at Colorado State University and San Luis Obispo.

Dean Colli, Ed.D., Chair

Dean Colli, Ed.D., has had a long and distinguished 35-year career in the California Community College system. He served most recently as the Interim President of Grossmont College, and retired from that post in July 2007. Dr. Colli's broad based experience has also included Vice President Academic Affairs at Grossmont, and positions with Modesto Junior College in Modesto, Hartnell College in Salinas, and Columbia College in Columbia.

Since retirement, professional activities have led to his joining PPL, Inc. as partner and officer. PPL is a consulting firm specializing in executive search and selection services as well as placement of interim leaders and consultants, primarily for California community colleges.

Dr. Colli received his Doctor of Education in Educational Leadership from the University of the Pacific in Stockton and his Master of Arts in Educational Supervision from the University of California in Santa Barbara.

Betsy Morris, Director

Betsy Morris is a highly accomplished leader and expert in housing programs and urban public policy. As the President and Chief Executive Officer of the San Diego Housing Commission, she was known for her policy leadership as well as relationship building and appropriate risk taking to achieve far-reaching goals. Betsy was responsible for managing an innovative, multifaceted housing agency with a budget in excess of \$250 million and 245 employees. She designed and implemented a groundbreaking approach to conventional public housing, leveraging cash flow to finance additional affordable housing while enhancing the agency's financial stability. Under her leadership, Housing Commission programs have garnered dozens of awards for creativity and effectiveness, including development of a new office building in a mixed use, transit oriented complex. Throughout her career she has served as an officer and board member for numerous professional and community organizations.

Betsy graduated from the University of California, Los Angeles with a Bachelors of Arts in Sociology and has completed Masters course work in Urban Planning.

Lisa Marie Harris, Director

Lisa Marie Harris joined Siebert Brandford Shank & CO., L.L.C. as Sr. Vice President in March, 2012. She will head the San Diego Office. Prior to joining the firm, Ms. Harris served as the San Diego County Chief Deputy Treasurer for seven years. Her responsibilities included investing and managing more than \$5 billion of public funds. Her management of the County's investment pool has earned the highest credit quality rating (AAAF/S1) from Standard & Poor's. In her previous position as the Executive Director of the CA Debt Advisory Commission (CDIAC), Ms. Harris directed CDIAC's three program areas: State's clearinghouse for all public debt and investment data collection, policy research in the areas of debt, investment, and economic development, and technical assistance and education. Prior to CDIAC, Ms. Harris served as the Assistant Deputy Airport Director of Business and Finance for the San Francisco International Airport. Ms. Harris had the overall responsibility of an operating budget of \$550 million and a capital budget of \$4.1 billion. While at the San Francisco Airport, Ms. Harris issued approximately \$2

billion in Airport Revenue bonds and commercial paper to fund the construction of the 2 million square foot international terminal.

Ms. Harris graduated from the University of California at Berkeley with a Bachelor of Arts in Economics, and received a Master of Public Policy from the University of Michigan. FINRA securities licenses held are Series 52.

Sommer Kehrli, Ph.D., Executive Director

Sommer Kehrli, Ph.D., is the Executive Director for The Centre for Organization Effectiveness. Her background includes leading large-scale change management efforts, facilitating workshops, coaching leaders, and designing training programs. Sommer's presentation expertise is in leading change, performance improvement, emotional intelligence, and generational issues in the workplace.

Sommer has international experience in both the private and public sectors. Sommer has been a guest presenter to the International City/County Management Association, International Public Management Association for Human Resources, National Management Association and the Annual Water Agencies Conference. Sommer has also been a panelist for "Leadership Matters", a radio program for leaders. She has co-authored articles for HR Magazine and The Joint Commission Journal.

Sommer has a Ph.D. and Masters degree in Industrial/Organizational Psychology from Alliant International University (formerly California School of Professional Psychology) and a Bachelor of Science in Psychology from Santa Clara University.

Board Meeting Agenda - November 25, 2013

[Back To Top](#)

Our Consulting Staff

The Centre's consultants are consistently recognized as leaders in leadership, management and organization development. They have received local and national awards from the San Diego Business Journal, California League of Cities, and the National Center for Public Productivity at Rutgers University for their work in service enhancement, diversity change efforts, and leadership development. Many have authored books and have work published in journals and reputable publications.

To maximize the client experience at The Centre, we draw upon the expertise of over 100 top local and national consultants with backgrounds in business, psychology, sociology and public administration. They are available to assess your organizational needs and provide consulting expertise.

[Back To Top](#)

Our Clients

To date, we have served over 150 clients, including the following:

Cities

Berkeley	Fallbrook	Oceanside	San Clemente
Brentwood	Fremont	Oxnard	San Diego
Carlsbad	Irvine	Perris	San Marcos
Carson	La Mesa	Pico Rivera	Santa Monica
Chula Vista	Laguna Beach	Pomona	Santee
Coronado	Lake Elsinore	Porterville	Solana Beach
Culver City	Lake Forest	Poway	Sunnyvale
Dana Point	Lynnwood	Rancho Cucamonga	Temecula
Del Mar	Mountain View	Riverside	Vista
El Cajon	Murrieta	Sacramento	
Encinitas	Napa	Salinas	
Escondido	Oakland	San Bernardino	

[Back To Top](#)

Counties and County Agencies

Los Angeles County	San Diego CTY Health & Human Services Agency
Napa County	San Diego CTY Office of Public Safety
San Bernardino Public Defender's Office	San Diego CTY Public Defender's Office
San Diego CTY Alternate Public Defender's Office	San Diego CTY Regional Airport Authority
San Diego CTY Assessor/Recorder/County Clerk	San Diego CTY Registrar of Voters

-19-

San Diego CTY District Attorney's Office
 San Diego CTY Employees Retirement Assoc.
 San Diego CTY General Services

San Diego CTY Treasurer and Tax Collector
 San Diego County
 Ventura CTY Fire Department

[Back To Top](#)

Special Districts and Authorities

American Association of Port Authorities
 Costa Mesa Sanitary District
 Cucamonga Valley Water District
 Elsinore Valley Municipal Water District
 Fallbrook Public Utilities District
 Helix Water District
 Los Angeles World Airports
 Olivenhain Municipal Water District
 Orange County Sanitation District
 Otay Water District
 Padre Dam Municipal Water District
 Port of Los Angeles (City of Los Angeles)
 Port of San Diego

Rainbow Municipal Water District
 Rincon Del Diablo Municipal Water District
 San Diego County Water Authority
 San Diego Unified Port District
 San Luis Rey Indian Water Authority
 Santa Fe Irrigation District
 Sweetwater Water District
 Vallecitos Water District
 Valley Center Municipal Water District
 Vista Irrigation District
 West Basin Municipal Water District
 Western Municipal Water District

[Back To Top](#)

Special Agencies

Arizona Department of Housing
 Association of Criminalists
 Aztec Stores, SDSU
 California Emergency Services Association
 Center for Civic Partnerships
 Center on Policy Initiatives
 Centre City Development Corporation
 Conference of State Bank Supervisors
 Municipal Management Assn. of Southern California

San Diego Association of Governments
 San Diego Council Office
 San Diego Housing Commission
 San Diego Mayor's Office
 San Diego Public Utilities Department
 San Diego Redevelopment Agency
 San Diego's Ethics Commission
 Southern CA Association of Governments

[Back To Top](#)

Retirement Associations

CA Association of Public Retirement Systems
 CA State Teachers Retirement System
 Los Angeles CTY Employees Retirement System

Los Angeles City Employees' Retirement System
 Los Angeles Fire & Police Pensions

[Back To Top](#)

Schools, Universities and Healthcare

California State University, San Marcos
 Crawford High School
 Kaiser Permanente
 Mira Costa College
 Monarch Healthcare
 PacifiCare Health Systems
 San Diego City Schools
 San Diego State University

San Diego State University Research Foundation
 Sharp Community Medical Group
 Sharp Coronado Hospital
 Soflinx SVERDRUP/Kaiser
 UCSD Extension
 UCSD Medical Center
 UCSD School of Health Sciences
 University of San Diego

[Back To Top](#)

State Agencies/Federal

State Senator Christine Kehoe's Office
 State of CA Attorney General's Office
 State of CA Board of Accountancy IRS
 State of CA Bureau of Forensic Services

State of CA Conservation Corps
 State of CA Department of Consumer Affairs
 State of CA Department of Fish and Game
 State of CA, Contractors State License Board

[Back To Top](#)

Non-Profit Organizations

Friendship Development Services
 LEAD San Diego
 League of California Cities
 Lung Association
 National Association of Housing & Redevelopment

San Diego Foundation
 San Diego Regional Center
 San Diego Telecom Council
 San Diego Workforce Partnership
 Sherman Heights Charter Committee

-20-

National Conference for Community and Justice
Neighborhood House of San Diego
PCI

Tierra Del Sol Regional Library Network
YMCA - East County
YMCA - San Diego

[Back To Top](#)

Private Sector

Archer Western Contractors Ltd.
Athena
Callaway
Chamber of Commerce
Cush Automotive
Farmers Insurance
Goreham-Moore Associates
Mission Federal Credit Union
Mohomine
Morrison & Foerster LLC

National Management Association
Qualcomm
Rogers Corporation
San Diego Data Processing Corporation
San Diego Zoo
Science Applications International Corporation
Sea World (Anheuser-Busch)
TEC Worldwide
The Edelstein Group
Wells Fargo Bank

[Back To Top](#)

Proud Member



State of California
Preferred Training Provider



Copyright ©2012 The Centre for Organization Effectiveness

-21-

LIBRARY BOARD OF TRUSTEES MEETING

Agenda Item No. 9c

Library Royalty Interest in Signal Hill Petroleum, Inc.

Recommendation:

Review the attached recent request by Signal Hill Petroleum, Inc. and provide a recommendation on one of the following two options: 1) Allow Signal Hill Petroleum, Inc. to “buy out” the Library’s royalty interest with a one-time payment of \$15,000, or 2) Allow Signal Hill Petroleum, Inc. to proceed with deeper development into the existing unit and continue earning the minimum \$2,500 per year royalty with a potential of increasing the royalty received if increased production is realized as a result of drilling deeper.

Background:

In 1963, the Escondido Public Library received as a donation, royalty interest in Lease Tract 692942.080 owned by Signal Hill Petroleum, Inc. (SHPI). Since that time, the Library has received annual earnings from the Tract, amounting to \$2,500 per year. These funds have been deposited into the Library Trust Fund Account, managed by the Library Board of Trustees.

On November 7, 2013 SHPI sent a letter to the Library as one of the owners of royalty interest in Tract 692942.080 asking the Library to consider one of two options: allowing SHPI to purchase the interest or amend the existing Lease Agreement to drill deeper for potential increase in production. If SHPI does not obtain the required buy-outs or lease amendments on a particular Lease Tract, deeper drilling will be unlikely. The Library has 45 days from the date of the letter to respond.

The City Attorney’s office reviewed all documents provided in the attachment and concurs with Library Administration’s conclusion to allow deeper drilling and continue to earn a minimum of \$2,500 – or potentially more per year. If the Library sells the royalty interest at the \$15,000 offered, it would equal six years of \$2,500 payments with no additional monies thereafter.

As the administrators of the Library’s Trust Fund, the Library Board of Trustees are being requested to consider the aforementioned information and direct staff to sell the Library’s royalty interest or sign the Lease Tract terms, thereby amending the Lease to allow deeper development drilling.



11/7/2013

ESCONDIDO PUBLIC LIBRARY
239 S KALMIA STREET
ESCONDIDO, CA 92025

RE: Royalty Interest in a Signal Hill Petroleum Operated Oil & Gas Unit
Los Angeles County, California

You own a royalty interest in the below referenced Lease Tract(s). The details of this royalty interest are shown on the enclosed Exhibit "A". Signal Hill Petroleum, Inc. ("SHPI") operates the below described Unit(s) and is reviewing the area for deeper development drilling potential. Before we can proceed with deeper development, SHPI needs to either buy out your royalty interest(s) or amend the Lease Tract terms. Therefore, we have included an offer shown on Exhibit "A" and Royalty and Mineral Deed to purchase your royalty interest which is enclosed as Exhibit "B". We have also included a Lease Agreement which is enclosed as Exhibit "C".

Tract(s): 692942.080

Unit(s): Signal Hill West Unit

If SHPI does not accomplish its goals of royalty buy outs or lease amendments on any particular Lease Tract, deeper drilling will not be likely. We request that you carefully consider the two attached proposals and choose one to act on so that you can either participate in potential increased production from deeper drilling or take the opportunity to sell your interest. The Lease Agreement amendment does not change or replace the current Unit Agreement and will not change or dilute your interests under this agreement. Please note that SHPI does not represent or warrant that deeper development drilling will occur.

We have enclosed instructions to guide you through the completion of the attached agreements. Both agreements require that your signature be notarized. Upon receipt of a signed and notarized Royalty and Mineral Deed, a check will be sent to you for the purchase price shown on Exhibit "A". Alternatively, if you choose to approve the amendment of the Lease Tract terms, a check for \$150 will be sent to you upon our receipt of a signed and notarized Lease Agreement.

We are available to answer any questions either by phone, email or in person. Please call our main line at (562) 595-6440, dial "0" and ask for a Land Administration representative or email us at landadmin@shpi.net.

Thank you for taking the time to consider the two important enclosed agreements. The above offer terms shall remain open for forty-five (45) days from the date of this letter. We look forward to working with you on existing and future endeavors.

Regards,

David Slater

David L. Slater
Executive Vice President/COO

Cc: Adrienne Wiggins
Sarah Duffy
Diane Parra

Signal Hill Petroleum, Inc.
2633 Cherry Avenue, Signal Hill, California 90755 (562) 595-6440

-23-

ID: 0004287

Exhibit A

This document outlines the offer being presented by Signal Hill Petroleum, Inc.

Entity Id 0004287
Entity Name ESCONDIDO PUBLIC LIBRARY
Address 239 S KALMIA STREET
ESCONDIDO, CA 92025
Buyout Offer \$15,000.00

(Please note that this offer is not reflected in the enclosed "Mineral Deed," which is a publicly filed document. For privacy considerations the terms herein should be considered confidential.)

Interest Listing

Tract	Unit	Interest Type	Interest
692942.080	Signal Hill West	Royalty	0.004166

Questions?

If you have any questions regarding the details of this offer please contact us directly.

Phone (562) 595-6440 (Dial "0", ask for "Land Administration")
Email landadmin@shpi.net
Address Signal Hill Petroleum, Inc.
2633 Cherry Avenue
Signal Hill, California 90755

RECORDING REQUESTED BY

Signall Hill Petroleum, Inc

RECORDING REQUESTED BY

Signal Hill Petroleum, Inc.
2633 Cherry Avenue
Signal Hill, CA 90755

No Documentary Transfer Tax Due. "THIS CONVEYANCE IS OF A MINERAL INTEREST ONLY WITH VALUE AND CONSIDERATION OF LESS THAN \$100, R T 11911".

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of Five Dollars (\$5.00) and other valuable consideration paid to ESCONDIDO PUBLIC LIBRARY (hereinafter called "Grantor") by Signal Hill Petroleum, Inc., a California corporation (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, sell and convey unto Grantee, its successors and assigns all of Grantor's undivided interest in all of the oil, gas, and other minerals in and under and that may be produced from the following described lands (hereinafter called "Lands"), all situated in Los Angeles County, California, to wit:

The West half of the North-half of the West half of Farm Lot 79 of the American Colony Tract, in the County of Los Angeles, State of California, as per map recorded in Book 19 Pages 89 and 90 of Misc Records of said County

It is the intention hereby to convey all of Grantor's right, title and interest in the minerals in the subject lands whether properly described herein, or not.

This conveyance is made subject to any right now existing in favor of any lessee or its assigns under any valid and subsisting oil and gas lease on the Lands. Grantee shall have, receive, and enjoy the stated undivided interest in all bonus, rents, royalties, and other benefits which may accrue to the undivided mineral interest conveyed by this Deed, from and after the effective date, as if Grantee had been, at the date of making any currently valid and subsisting lease, the owner of the conveyed undivided mineral interest in the Lands.

Grantor agrees to execute such further assurances as may be reasonably requested or required to allow Grantee full use and enjoyment of the undivided mineral interest conveyed by this Deed.

This Deed is delivered by Grantor to Grantee with warranty of title by, through, and under Grantor, but not otherwise.

This Deed is effective for all purposes as of the date of Grantor's signature and acknowledgement thereof as set out below.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 20____.

BY

Print Name

ACKNOWLEDGMENT

State of _____
County of _____
On _____, before me _____, (Notary Public)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

-26-

Exhibit B

Instructions for the Mineral and Royalty Deed

The enclosed Mineral and Royalty Deed is intended to convey to Signal Hill Petroleum, Inc. ("SHPI") as the purchaser, any and all of the mineral and royalty interest that you own in the wells, lands or leases referenced on the deed.

This offer is subject to the verification of your ownership and revenue from the subject properties to the satisfaction of SHPI. In order for our company to send you payment of the purchase price, you must complete all of the requirements listed below:

1. Check the Deed carefully for name spelling, marital status, etc. Changes to any part of the Deed can only be made with prior approval.
2. **The Deed must be notarized.** If you are in the Long Beach area, we can notarize the Deed at our office. We can also arrange for a notary to meet you at your home or business.
3. While with the notary, sign and date the signature lines of the two provided copies of the Deed indicated exactly as your name(s) appear(s) on the form.
4. Use the enclosed prepaid envelope to return your two signed and notarized Deeds to our office.

We suggest that you keep a copy of the executed Deed for your files.

RECORDING REQUESTED BY

Signal Hill Petroleum, Inc

RECORDING REQUESTED BY

Signal Hill Petroleum, Inc.
2633 Cherry Avenue
Signal Hill, CA 90755

No Documentary Transfer Tax Due. "THIS CONVEYANCE IS OF A MINERAL INTEREST ONLY WITH VALUE AND CONSIDERATION OF LESS THAN \$100, R T 11911".

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of Five Dollars (\$5.00) and other valuable consideration paid to ESCONDIDO PUBLIC LIBRARY (hereinafter called "Grantor") by Signal Hill Petroleum, Inc., a California corporation (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, sell and convey unto Grantee, its successors and assigns all of Grantor's undivided interest in all of the oil, gas, and other minerals in and under and that may be produced from the following described lands (hereinafter called "Lands"), all situated in Los Angeles County, California, to wit:

The West half of the North-half of the West half of Farm Lot 79 of the American Colony Tract, in the County of Los Angeles, State of California, as per map recorded in Book 19 Pages 89 and 90 of Misc Records of said County

It is the intention hereby to convey all of Grantor's right, title and interest in the minerals in the subject lands whether properly described herein, or not.

This conveyance is made subject to any right now existing in favor of any lessee or its assigns under any valid and subsisting oil and gas lease on the Lands. Grantee shall have, receive, and enjoy the stated undivided interest in all bonus, rents, royalties, and other benefits which may accrue to the undivided mineral interest conveyed by this Deed, from and after the effective date, as if Grantee had been, at the date of making any currently valid and subsisting lease, the owner of the conveyed undivided mineral interest in the Lands.

Grantor agrees to execute such further assurances as may be reasonably requested or required to allow Grantee full use and enjoyment of the undivided mineral interest conveyed by this Deed.

This Deed is delivered by Grantor to Grantee with warranty of title by, through, and under Grantor, but not otherwise.

This Deed is effective for all purposes as of the date of Grantor's signature and acknowledgement thereof as set out below.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 20____.

BY _____

Print Name _____

-28-

ID: 0004287

ACKNOWLEDGMENT

State of _____
County of _____
On _____, before me _____, (Notary Public)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

-29-

AGREEMENT

This Agreement is made and is effective 11/7/2013, by and between the undersigned parties designated as Lessor (hereinafter 'Lessor') and Signal Hill Petroleum, Inc., a California general partnership (hereinafter 'Lessee').

RECITALS

1. By those certain Oil and Gas Leases:

Dated 6/18/1921, and recorded in Book 00146 at Page 0259 of Official Records of Los Angeles County, California, P.W. Drake and Georga Drake, husband and wife. W.M. Black and Lyda E. Black, husband and wife, as the original Lessors, did grant, demise, lease and let unto Joseph B. Dabney as Lessee

for oil and gas development purposes, certain lands (hereinafter the 'Subject Lands') specifically described in that lease, which lease has been modified and amended and as so modified and amended is referred to hereinafter as 'the Subject Lease' reference being made to the Subject Lease for full particulars.

2. Lessor has succeeded to and now holds all or some part of the right, title, interest and estate of the original lessors in and under the Subject Lease and in and to the Subject Lands, while Lessee is the successor in interest to the right, title, interest and estate of the original lessee in and under the Subject Lease.

3. The Subject Lease and the Subject Lands and all of Lessor's and Lessee's rights therein and thereunder have been committed to that certain Unit Agreement entitled 'Unit Agreement, Signal Hill West Unit, Long Beach Field' dated as of December 1, 1971 Book M-3998 at Page 596 of the same Official Records (which, as amended to date, is referred to herein as the 'Unit Agreement'). The Unit Agreement presently embraces the 'Unitized Formation,' therein particularly defined and described, underlying the Subject Lands and other lands subject thereto, reference being made to the Unit Agreement for full particulars.

4. Lessee now desires to conduct operations to evaluate that portion of the Subject Lands and other lands in the vicinity underlying the Unitized Formation (hereinafter collectively referred to as the 'Lower Formations').

5. Lessor and Lessee recognize that any oil or gas development operations within the Lower Formations will be subject to stringent government controls and restrictions and will not be economically feasible unless the existence of oil and gas in commercial quantities within the Lower Formations is confirmed and such development operations can be conducted pursuant to a cooperative plan or unit including the Subject Lands and multiple other tracts of land.

6. Lessor and Lessee recognize that the maximization of the ultimate recovery of oil and gas from such cooperative development and the resulting ultimate benefit to Lessor and Lessee along with others interested in such development can best be promoted by ensuring that the operations involved in that development are planned and conducted with a deliberate focus on such a maximization of recovery free from extraneous considerations unique to one party, lease or tract of land.

7. Nothing in this Agreement is intended to grant Lessee any right to enter into, use or improve the surface of the Subject Lands.

8. This Agreement shall not modify or affect any of the rights, title, interest, estate or royalty payments to Lessor as established under the existing Unit Agreement as hereinabove referenced.

NOW, THEREFORE, in consideration of the sum of One Hundred Fifty Dollars (\$150.00) and the expenditures that may be made by Lessee in testing the Lower Formations, the receipt and adequacy of which are hereby acknowledged, Lessor does hereby agree with Lessee as follows:

1. Lessee shall have the right, at any time during the term of the Subject Lease, to conduct such drilling operations within the Subject Lands as it may deem advisable to evaluate the oil and gas potential of the Lower Formations. Lessor confirms and agrees that Lessee shall have no obligation whatsoever either to produce oil and gas from any well which it drills into or extends into the Lower Formations in the exercise of that right or to complete any such well for the purpose of oil and gas production, but shall have the right at any time and from time to time to suspend or to plug and abandon such well.

2. Lessor also grants Lessee the right at any time and from time to time (before or after the discovery of oil and gas in any part of the Lower Formations) to combine or unitize into a new operating unit or units for oil and gas development and operating purposes, by written notice to Lessor, all or any part of the Lower Formations within the Subject Lands, or any zone or zones thereunder or any interest therein, with any other land, zone or zones or interest whether held by Lessee or others and whether or not the surface of such other lands may be used for oil and gas development purposes, provided that such land and zones are situated at depths beneath the Unitized Formation and within eight thousand (8,000) feet of any exterior boundary of the Subject Lands. No such new operating unit or units shall exceed 660 acres in area, but each such new operating unit shall otherwise be of such shape and surface acreage as Lessee may determine in good faith; provided, however, that if at any time a larger unit is required (a) under any then-applicable law, rule, regulation or order of any governmental authority for the drilling, completing or operation of a well, or (b) to embrace all portions of any zone or zones which, in Lessee's opinion, contain oil or gas, then any such new operating unit may be established or enlarged to conform to the size so required. Any well hereafter commenced, drilled, drilling and/or producing in any part of such operating unit shall for all purposes of the Subject Leases be deemed a well commenced, drilled, drilling and producing in the Lower Formations within the Subject Lands under the Subject Lease, and Lessee shall have the same rights with respect to drilling and producing operations in the lands from time to time included within any such operating unit as Lessee would have if such lands constituted the Subject Lands; provided, however, that notwithstanding this or any other provision or provisions of the Subject Lease to the contrary:

(a) Production as to which royalty is payable under the Subject Lease from any such well or wells drilling pursuant to and into lands committed to any such operating unit, whether located within the Subject Lands or other lands, shall be allocated to the Subject Lands in the same proportion as the size of each separate tract of land bears to the total acreage of the newly formed unit at the time such production is obtained, and if Lessee shall exercise its right to enlarge any such operating unit then production subsequent to such enlargement shall be allocated on the basis of the total acreage of the enlarged unit operating area but there shall be no retroactive adjustment of royalties previously paid or accrued; and

(b) The royalty share payable to Lessor upon production thus allocated to the Subject Lands, as well as that payable to all other lessors under leases with respect to interests and depths committed to such newly formed unit, shall be a uniform one-sixth (1/6th) notwithstanding any contrary provision of the Subject Lease or of any other lease, contract or other agreement; and

(c) If any taxes of any kind are levied or assessed which are based upon the quantity of substances underlying or produced from the zones or portions thereof committed to any such operating unit, then the share of such taxes to be borne by Lessor as to the Subject Leases shall be in proportion to the share of the production from such operating unit allocated to the Subject Lands; and

(d) Such operating unit shall be formed and operated subject to and upon all of the provisions of the Unit Agreement (other than those provisions identifying and defining the specific oil and gas leases, wells, land area, and zones, depths and formations committed to the Unit, and those provisions concerning primary and secondary tract participation factors, including the allocation of production among the several tracts of land in the unit, as well as provisions which otherwise conflict with the provisions of this Agreement, and provided that any action permitted by the Unit Agreement to be taken by the unit working interest owners may be taken by one or more working interests owners owning a majority of the unit working interest); and

(e) Lessee may at any time, (i) either before or after the commencement of the drilling of a well into zones committed to an operating unit formed pursuant to this provision but prior to the discovery in the unitized zone or zones of the substance or substances for which such unit was formed or (ii) upon the abandonment of all wells drilled pursuant to such operating unit into zones committed to such unit, wholly dissolve such unit by giving Lessor written notice of such dissolution. It is mutually understood and agreed that any such dissolution shall not be deemed to in anyway affect or impair any of Lessee's rights or obligations under the Subject Leases (including all rights under this provision) or constitute a surrender of any part of, or of any interest in, the leasehold estate created by the Subject Lease. Lessor hereby confirms and agrees that upon the dissolution of any such operating unit, whether or not the Subject Lease or any other lease involved therein remains in effect, all rights of Lessor hereunder to royalty on unitized substances produced from the lands which were so unitized (other than the Subject Lands) shall cease and terminate.

3. The sale, conveyance or other transfer of any interest in the Subject Lease or any portion or portions of the Subject Lands which are at the time of such transfer subject to any such operating unit shall (unless the instrument effecting such transfer expressly provides otherwise) be deemed to include and shall operate as a transfer and assignment of all the transferor's interest, rights and benefits under the Subject Lease (including the right to royalty on any production allocated to the Subject Lands) insofar as such interest, rights and benefits pertain to or are allocable hereunder to the portion or portions of the Subject Lands or interest therein so transferred.

4. The Subject Lease is and shall remain in full force and effect as to all formations underlying the Subject Lands with all oil and/or gas exploration, development or production rights for so long as either (i) Lessee continues to conduct drilling, production, re-working or remedial or other subsurface operations within the Subject Lands or other land included with any of the Subject Lands in an operating unit without interruption for any single period exceeding 365 days or (ii) Lessee is prohibited from drilling, producing or operating because of governmental control or restrictions or other circumstances or conditions beyond its control.

5. This Agreement, along with the consistent provisions of the Subject Lease and the provisions of the Unit Agreement that are incorporated herein, constitutes the entire agreement and understanding between the parties concerning the subjects addressed in the introductory recitals, and may not be amended other than by a writing signed by the parties. This instrument may be executed in any number of counterparts, all of which shall be construed together and constitute one agreement, which agreement shall bind each of the parties executing the same, whether or not executed by any other owner or owners of the Subject Lands and/or any of the substances therein or thereunder or that may be produced therefrom. This Agreement shall bind and inure to the respective successors and assigns of the parties hereto.

IN WITNESS OF WHICH, this Agreement has been executed by the parties hereto on the date reflected in the respective acknowledgment of their signature, attached hereto, but as of the day and year first hereinabove written.

LESSOR

Signature

Print Name

Phone Number

Date

LESSEE

Signal Hill Petroleum, Inc.

Signature

Print Name

its

Date

ACKNOWLEDGMENT

State of _____
County of _____
On _____, before me _____, (Notary Public)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

AGREEMENT

This Agreement is made and is effective 11/7/2013, by and between the undersigned parties designated as Lessor (hereinafter 'Lessor') and Signal Hill Petroleum, Inc., a California general partnership (hereinafter 'Lessee').

RECITALS

1. By those certain Oil and Gas Leases:

Dated 6/18/1921, and recorded in Book 00146 at Page 0259 of Official Records of Los Angeles County, California, P.W. Drake and Georga Drake, husband and wife. W.M. Black and Lyda E. Black, husband and wife, as the original Lessors, did grant, demise, lease and let unto Joseph B. Dabney as Lessee

for oil and gas development purposes, certain lands (hereinafter the 'Subject Lands') specifically described in that lease, which lease has been modified and amended and as so modified and amended is referred to hereinafter as 'the Subject Lease' reference being made to the Subject Lease for full particulars.

2. Lessor has succeeded to and now holds all or some part of the right, title, interest and estate of the original lessors in and under the Subject Lease and in and to the Subject Lands, while Lessee is the successor in interest to the right, title, interest and estate of the original lessee in and under the Subject Lease.

3. The Subject Lease and the Subject Lands and all of Lessor's and Lessee's rights therein and thereunder have been committed to that certain Unit Agreement entitled 'Unit Agreement, Signal Hill West Unit, Long Beach Field' dated as of December 1, 1971 Book M-3998 at Page 596 of the same Official Records (which, as amended to date, is referred to herein as the 'Unit Agreement'). The Unit Agreement presently embraces the 'Unitized Formation,' therein particularly defined and described, underlying the Subject Lands and other lands subject thereto, reference being made to the Unit Agreement for full particulars.

4. Lessee now desires to conduct operations to evaluate that portion of the Subject Lands and other lands in the vicinity underlying the Unitized Formation (hereinafter collectively referred to as the 'Lower Formations').

5. Lessor and Lessee recognize that any oil or gas development operations within the Lower Formations will be subject to stringent government controls and restrictions and will not be economically feasible unless the existence of oil and gas in commercial quantities within the Lower Formations is confirmed and such development operations can be conducted pursuant to a cooperative plan or unit including the Subject Lands and multiple other tracts of land.

6. Lessor and Lessee recognize that the maximization of the ultimate recovery of oil and gas from such cooperative development and the resulting ultimate benefit to Lessor and Lessee along with others interested in such development can best be promoted by ensuring that the operations involved in that development are planned and conducted with a deliberate focus on such a maximization of recovery free from extraneous considerations unique to one party, lease or tract of land.

7. Nothing in this Agreement is intended to grant Lessee any right to enter into, use or improve the surface of the Subject Lands.

8. This Agreement shall not modify or affect any of the rights, title, interest, estate or royalty payments to Lessor as established under the existing Unit Agreement as hereinabove referenced.

NOW, THEREFORE, in consideration of the sum of One Hundred Fifty Dollars (\$150.00) and the expenditures that may be made by Lessee in testing the Lower Formations, the receipt and adequacy of which are hereby acknowledged, Lessor does hereby agree with Lessee as follows:

1. Lessee shall have the right, at any time during the term of the Subject Lease, to conduct such drilling operations within the Subject Lands as it may deem advisable to evaluate the oil and gas potential of the Lower Formations. Lessor confirms and agrees that Lessee shall have no obligation whatsoever either to produce oil and gas from any well which it drills into or extends into the Lower Formations in the exercise of that right or to complete any such well for the purpose of oil and gas production, but shall have the right at any time and from time to time to suspend or to plug and abandon such well.

-34-

2. Lessor also grants Lessee the right at any time and from time to time (before or after the discovery of oil and gas in any part of the Lower Formations) to combine or unitize into a new operating unit or units for oil and gas development and operating purposes, by written notice to Lessor, all or any part of the Lower Formations within the Subject Lands, or any zone or zones thereunder or any interest therein, with any other land, zone or zones or interest whether held by Lessee or others and whether or not the surface of such other lands may be used for oil and gas development purposes, provided that such land and zones are situated at depths beneath the Unitized Formation and within eight thousand (8,000) feet of any exterior boundary of the Subject Lands. No such new operating unit or units shall exceed 660 acres in area, but each such new operating unit shall otherwise be of such shape and surface acreage as Lessee may determine in good faith; provided, however, that if at any time a larger unit is required (a) under any then-applicable law, rule, regulation or order of any governmental authority for the drilling, completing or operation of a well, or (b) to embrace all portions of any zone or zones which, in Lessee's opinion, contain oil or gas, then any such new operating unit may be established or enlarged to conform to the size so required. Any well hereafter commenced, drilled, drilling and/or producing in any part of such operating unit shall for all purposes of the Subject Leases be deemed a well commenced, drilled, drilling and producing in the Lower Formations within the Subject Lands under the Subject Lease, and Lessee shall have the same rights with respect to drilling and producing operations in the lands from time to time included within any such operating unit as Lessee would have if such lands constituted the Subject Lands; provided, however, that notwithstanding this or any other provision or provisions of the Subject Lease to the contrary:

(a) Production as to which royalty is payable under the Subject Lease from any such well or wells drilling pursuant to and into lands committed to any such operating unit, whether located within the Subject Lands or other lands, shall be allocated to the Subject Lands in the same proportion as the size of each separate tract of land bears to the total acreage of the newly formed unit at the time such production is obtained, and if Lessee shall exercise its right to enlarge any such operating unit then production subsequent to such enlargement shall be allocated on the basis of the total acreage of the enlarged unit operating area but there shall be no retroactive adjustment of royalties previously paid or accrued; and

(b) The royalty share payable to Lessor upon production thus allocated to the Subject Lands, as well as that payable to all other lessors under leases with respect to interests and depths committed to such newly formed unit, shall be a uniform one-sixth (1/6th) notwithstanding any contrary provision of the Subject Lease or of any other lease, contract or other agreement; and

(c) If any taxes of any kind are levied or assessed which are based upon the quantity of substances underlying or produced from the zones or portions thereof committed to any such operating unit, then the share of such taxes to be borne by Lessor as to the Subject Leases shall be in proportion to the share of the production from such operating unit allocated to the Subject Lands; and

(d) Such operating unit shall be formed and operated subject to and upon all of the provisions of the Unit Agreement (other than those provisions identifying and defining the specific oil and gas leases, wells, land area, and zones, depths and formations committed to the Unit, and those provisions concerning primary and secondary tract participation factors, including the allocation of production among the several tracts of land in the unit, as well as provisions which otherwise conflict with the provisions of this Agreement, and provided that any action permitted by the Unit Agreement to be taken by the unit working interest owners may be taken by one or more working interests owners owning a majority of the unit working interest); and

(e) Lessee may at any time, (i) either before or after the commencement of the drilling of a well into zones committed to an operating unit formed pursuant to this provision but prior to the discovery in the unitized zone or zones of the substance or substances for which such unit was formed or (ii) upon the abandonment of all wells drilled pursuant to such operating unit into zones committed to such unit, wholly dissolve such unit by giving Lessor written notice of such dissolution. It is mutually understood and agreed that any such dissolution shall not be deemed to in anyway affect or impair any of Lessee's rights or obligations under the Subject Leases (including all rights under this provision) or constitute a surrender of any part of, or of any interest in, the leasehold estate created by the Subject Lease. Lessor hereby confirms and agrees that upon the dissolution of any such operating unit, whether or not the Subject Lease or any other lease involved therein remains in effect, all rights of Lessor hereunder to royalty on unitized substances produced from the lands which were so unitized (other than the Subject Lands) shall cease and terminate.

-35-

3. The sale, conveyance or other transfer of any interest in the Subject Lease or any portion or portions of the Subject Lands which are at the time of such transfer subject to any such operating unit shall (unless the instrument effecting such transfer expressly provides otherwise) be deemed to include and shall operate as a transfer and assignment of all the transferor's interest, rights and benefits under the Subject Lease (including the right to royalty on any production allocated to the Subject Lands) insofar as such interest, rights and benefits pertain to or are allocable hereunder to the portion or portions of the Subject Lands or interest therein so transferred.

4. The Subject Lease is and shall remain in full force and effect as to all formations underlying the Subject Lands with all oil and/or gas exploration, development or production rights for so long as either (i) Lessee continues to conduct drilling, production, re-working or remedial or other subsurface operations within the Subject Lands or other land included with any of the Subject Lands in an operating unit without interruption for any single period exceeding 365 days or (ii) Lessee is prohibited from drilling, producing or operating because of governmental control or restrictions or other circumstances or conditions beyond its control.

5. This Agreement, along with the consistent provisions of the Subject Lease and the provisions of the Unit Agreement that are incorporated herein, constitutes the entire agreement and understanding between the parties concerning the subjects addressed in the introductory recitals, and may not be amended other than by a writing signed by the parties. This instrument may be executed in any number of counterparts, all of which shall be construed together and constitute one agreement, which agreement shall bind each of the parties executing the same, whether or not executed by any other owner or owners of the Subject Lands and/or any of the substances therein or thereunder or that may be produced therefrom. This Agreement shall bind and inure to the respective successors and assigns of the parties hereto.

IN WITNESS OF WHICH, this Agreement has been executed by the parties hereto on the date reflected in the respective acknowledgment of their signature, attached hereto, but as of the day and year first hereinabove written.

LESSOR

Signature

Print Name

Phone Number

Date

LESSEE

Signal Hill Petroleum, Inc.

Signature

Print Name

its

Date

-36-

ID: 0004287

ACKNOWLEDGMENT

State of _____
County of _____
On _____, before me _____, (Notary Public)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

-37-

ID: 0004287

Exhibit C

Instructions for the Lease Agreement

Please complete all of the requirements listed below.

1. **The Agreement must be notarized.** If you are in the Long Beach area, we can notarize the Agreement at our office. We can also arrange for a notary to meet you at your home or business.
2. While with the notary, sign and date the signature lines of the two provided copies of the Agreement.
3. Use the enclosed prepaid envelope to return your two signed and notarized Agreements to our office.

We suggest that you keep a copy of the executed Agreement for your files.