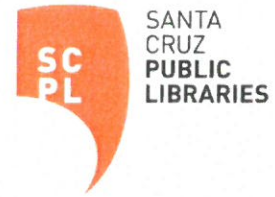


Chair Jamie Goldstein
Vice Chair Martin Bernal
Board Member Carlos Palacios
Board Member Tina Friend



**SANTA CRUZ CITY/COUNTY LIBRARIES
JOINT POWERS AUTHORITY BOARD
REGULAR MEETING**

**[IMMEDIATELY FOLLOWING THE SANTA CRUZ LIBRARIES
FACILITIES FINANCING AUTHORITY (LFFA)]**

THURSDAY JANUARY 9, 2020

9:00 A.M.

**DOWNTOWN BRANCH LIBRARY
224 CHURCH STREET, SANTA CRUZ, CA 95060**

**CLOSED SESSION –
IMMEDIATELY FOLLOWING THE REGULAR MEETING**

An announcement regarding the items to be discussed in Closed Session will be made prior to the Closed Session. Members of the public may, at this time, address the Board on closed session items only. There will be a report of any final decisions during the next Open Session Meeting.

Public Employee Performance Evaluation
[Cal. Govt. Code §54957 (b)]
Joint Powers Authority Board's Performance Evaluation of the Library Director

1. CALL TO ORDER / ROLL CALL

Board Members Jamie Goldstein, Carlos Palacios, Martin Bernal and Tina Friend

2. PRESENTATION: None

3. ADDITIONAL MATERIALS

Additional information submitted after distribution of the agenda packet.

4. ADDITIONS AND DELETIONS TO AGENDA

5. ORAL COMMUNICATION

Any member of the audience may address the Board on any matter either on or off the agenda that is within the Board's jurisdiction. Note, however, that the Board is not able to undertake extended discussion or act on non-agendized items. Such items can be referred to staff for appropriate action which may include placement on a future agenda. If you intend to address a subject that is on the Agenda, please hold your comments regarding that item until it is before the Board so that we may properly address all comments on that subject at the same time. In general 3 minutes will be permitted per speaker during Oral Communication; A MAXIMUM of 30 MINUTES is set aside for Oral Communications at this time.

6. REPORT BY LIBRARY DIRECTOR

Library Director's Report – January 2020 (PG.5-6)

7. REPORT BY FRIENDS OF THE SANTA CRUZ PUBLIC LIBRARIES

A. Friends of SCPL – Report (oral)

8. REPORT BY LIBRARY ADVISORY COMMISSION (LAC)

A. Commissioners' Report (oral)

9. COMMENTS BY BOARD MEMBERS

10. CONSENT CALENDAR

All items listed in the "Consent Calendar" will be enacted by one motion in the form listed below. There will be no separate discussion on these items prior to the time the Board votes on the action unless members of the public or the Board request specific items to be discussed for separate review. Items pulled for separate discussion will be considered following General Business.

- A. Minutes of December 5, 2019
RECOMMENDED ACTION: Approve Minutes. (PG.7-9)
- B. Articles about Santa Cruz Public Libraries.
RECOMMENDED ACTION: Receive Articles. (PG.10-58)

- C. Accept and Authorize Transfer of Funds from FSCPL in the amount of \$49,000.
RECOMMENDED ACTION: Accept and Authorize Transfer of Funds (PG.59-60)
- D. Accept and Authorize Transfer of Funds from FSCPL in the amount of \$52,740.
RECOMMENDED ACTION: Accept and Authorize Transfer of Funds (PG.61-62)
- E. Annual Sole Source Vendor Approvals
RECOMMENDED ACTION: Approve Annual Sole Source Vendor List (PG.63-64)

11. GENERAL BUSINESS

Other Business items are intended to provide an opportunity for public discussion of each item listed. The following procedure is followed for each Business item: 1) Staff explanation; 2) Board questions; 3) Public comment; 4) Board deliberation; 5) Decision.

- A. Elect Chair and Vice-Chair for 2020
RECOMMENDED ACTION: Elect Chair and Vice-Chair for 2020 (PG.65-66)
- B. FY 2020-2021 Budget Assumptions
RECOMMENDED ACTION: Review and discuss budget assumptions (PG.67-68)
- C. Mid-Year Position Authorization
RECOMMENDED ACTION: Authorize mid-year hires for the Capitola Branch (PG.69)
- D. Felton Lease Discussion – Library Leases with Jurisdictions
RECOMMENDED ACTION: Approve Lease between County of SC and Felton Branch Library (PG.70-95)
- E. Meeting Room Policy
RECOMMENDED ACTION: Review Draft Meeting Room Policy (PG.96-100)

12. SCHEDULED UPCOMING MEETINGS

March 5, 2020	Felton Branch Library	Upcoming Agenda Items:
	6121 Gushee Street, Felton CA 95018	

13. ADJOURNMENT TO CLOSED SESSION:

An announcement regarding the items to be discussed in Closed Session will be made prior to the Closed Session. Members of the public may, at this time, address the Board on closed session items only. There will be a report of any final decisions during the next Open Session Meeting.

Public Employee Performance Evaluation
[Cal. Govt. Code §54957 (b)]
Joint Powers Authority Board's Performance Evaluation of the Library Director

RETURN TO GENERAL BUSINESS

- F. Library Director's Employment Contract – update
RECOMMENDED ACTION: Approve amending the Library Director's Employment Agreement (PG.101-120)

ADJOURNMENT

Adjourned to the next regular meeting of the LJPA to be held on Thursday, March 5 at 6:00 p.m. [immediately following the LFFA meeting] at the Felton Branch Meeting Room located at 6121 Gushee Street, Felton CA 95018.

The Santa Cruz City-County Library System does not discriminate against persons with disabilities. Out of consideration for people with chemical sensitivities, we ask that you attend fragrance free. Upon request, the agenda can be provided in a format to accommodate special needs. Additionally, if you wish to attend this public meeting and will require assistance such as an interpreter for American Sign Language, Spanish, or other special equipment please call the Library Administration Office at (831)427-7706 at least five days in advance so that we can arrange for such special assistance, or email library_admin@santacruzpl.org.

January 2020

Library Director's Report the JPAB

Staffing

Retired: Deborah Lipoma – DT Librarian II

Library News

Selection Changes

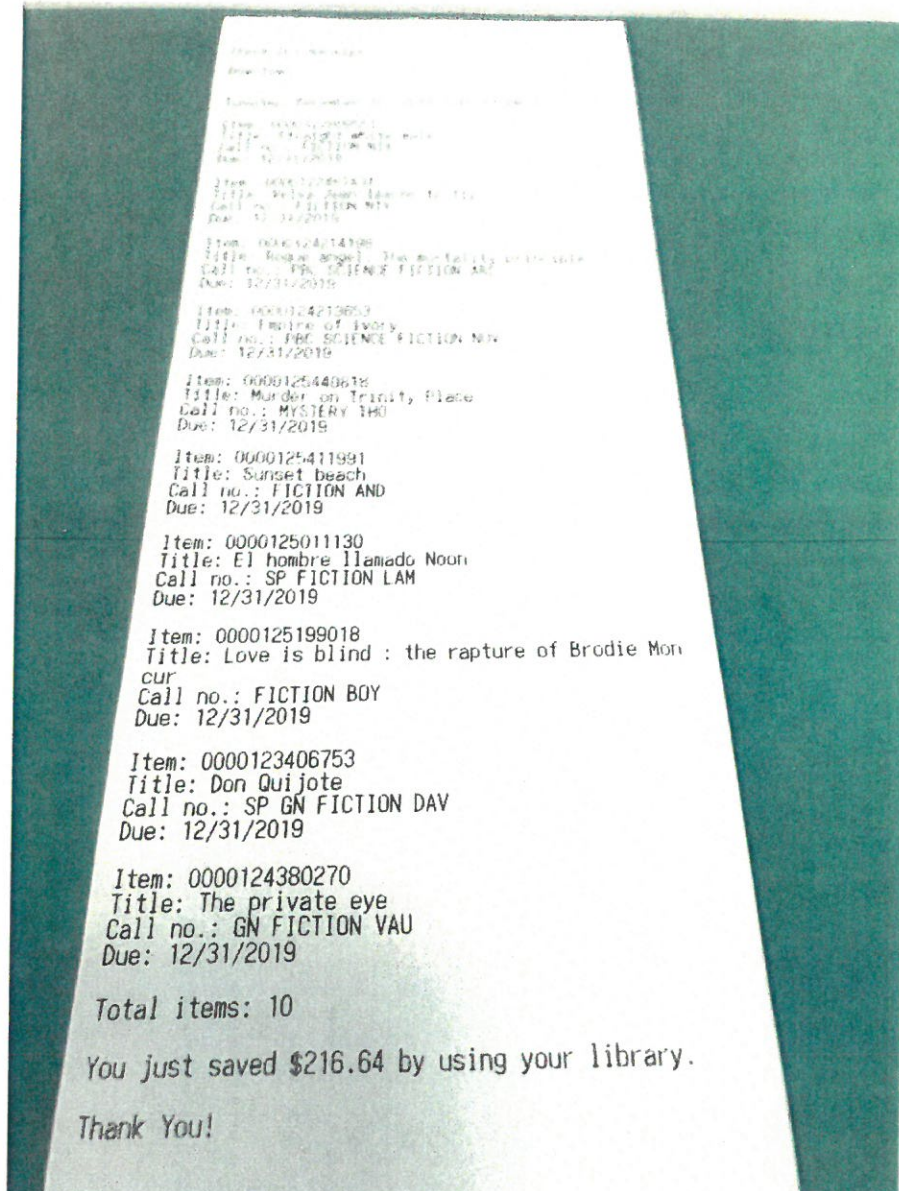
Beginning November 1, 2019, Macmillan, one of the country's Big Five publishers, imposed an eight-week embargo on new eBooks. This embargo means that for the first eight weeks after a book is released, libraries will only be able to purchase a single copy of new Macmillan eBooks. This restriction applies whether a library serves a community of a thousand people or a million people. After eight weeks, libraries can purchase metered access copies of the eBooks. The regular cost of an eBook to libraries is often up to four times higher than the regular retail price, and includes limitations, such as a maximum of 26 circulations only. SCPL has carefully considered the options here, watching what other public libraries are doing, and has decided to join the boycott of Macmillan eBooks.

We want to provide the greatest access to resources that we can. If we continue to purchase licenses of eBooks under Macmillan's new restrictive terms, we are agreeing to Macmillan's new model. Other publishers may also decide that this model will work best for them and libraries will continue to lose the ability to provide access to titles that our patrons want, as close as possible to the time when they want them. For the eBook titles published by Macmillan, our patrons may need to wait longer, or not have access at all. We provide Macmillan eBooks through the Northern California Digital Library consortium, via OverDrive. NCDL is not joining the boycott, though it will only be able to purchase one eBook license for all of the 17 member libraries. They have put the following wording on a banner on their website and in the OverDrive app: Macmillan Publishers is limiting their eBook offerings to libraries. Santa Cruz Public Libraries will participate in the boycott through December 31, 2020 or until Macmillan drops its embargo, whichever comes first.

As of this post, there are 74 library systems and consortia suspending the purchase of Macmillan eBooks. These represent 1,144 library locations in 26 states, and serve over 46 million U.S. residents, approximately 14% of the total population. SCPL joins Nevada County, Sacramento Public, San Diego Public, San Jose Public, Sutter County, and Yolo County in California.

Improving Efficiencies for Customers

On December 10, 2019, Polaris receipts for patron transactions have an added note that shows the patron a sum of the money they have saved by using the Library to check out their materials instead of purchasing them.



Customers are able to pay for lost items and other services to the Library online with their credit card. The service went live on December 9th.

Community Engagement

SCPL will be the recipient of a \$2000 ALA grant to support Census activities. More than 500 libraries of all types submitted applications for 25 Library Census Equity Fund mini-grants. The grantees will undertake their activities in January through April 2020. The self-response period for the 2020 Census will begin after March 12, 2020.

Chair Carlos Palacios
Vice Chair Jamie Goldstein
Board Member Martin Bernal
Board Member Tina Friend



**SANTA CRUZ CITY/COUNTY LIBRARIES
JOINT POWERS AUTHORITY BOARD
(LJPA)**

REGULAR MEETING MINUTES

**THURSDAY DECEMBER 5, 2019
9:00 A.M.**

1. ROLL CALL

PRESENT: Martin, Bernal, Tina Friend, Jamie Goldstein, Nicole Coburn (Alternate)
STAFF: Library Director Susan Nemitz, Assistant Director Eric Howard

2. PRESENTATIONS

The Intranet – presented by Ann Young and S.C. Virtual Reality: Sea Level Rise Explorer Program – presented by Bjorn Jones.

3. ADDITIONAL MATERIALS

None

4. ADDITIONS AND DELETIONS TO AGENDA

The Agenda of December 5, 2019 was approved by consensus.

5. ORAL COMMUNICATIONS

None

6. REPORT BY LIBRARY DIRECTOR

Susan Nemitz reported on the current developments in the Library.

7. FRIENDS OF THE SANTA CRUZ PUBLIC LIBRARIES REPORT

Vivian Rogers, Executive Director, reported on the recent activities of the Friends of the Santa Cruz Public Libraries.

8. REPORT BY LIBRARY ADVISORY COMMISSION (LAC)

Cindy Jackson, Vice President of the LAC, reported on the recent activities of the LAC.

9. COMMENTS BY BOARD MEMBERS

None

10. CONSENT CALENDAR

RESULT: APPROVED CONSENT CALENDAR

- A. Approved Minutes of October 3, 2019
- B. Received Articles about SCPL
- C. Received Community Impact Measures for 1st Qtr. FY 2019-2020
- D. Received Financial Report for 1st Qtr. FY 2019-202
- E. Received Security Incidents Log for 1st Qtr. FY 2019-202
- F. Received Workplan for 1st Qtr. FY 2019-2020
- G. Received Library Sales Tax Revenue Update for the 2018-19 and 2019-20 fiscal years
- H. Approved Census 2020 – Statement of Support
- I. Accepted and Filed Library Naming Agreements for Felton Branch Library
- J. Accepted and Amended FY 2019-2020 Library Budget to increase FSCPL donations line by \$58,600.
- K. Approved Transfer of Whalen Trust Moneys and Amended FY 2019-2020 Operating Budget

[UNANIMOUS]

MOVER: Nicole Coburn

SECONDER: Martin Bernal

AYES: Goldstein, Bernal, Friend, Coburn (Alternate)

11. GENERAL BUSINESS

- A. Determine Annual Meeting Schedule for 2020.

**RESULT: Approved Annual Meeting Schedule 2020 with suggested location changes.
[UNANIMOUS]**

MOVER: Tina Friend
SECONDER: Nicole Coburn
AYES: Goldstein, Bernal, Friend, Coburn (Alternate)

B. Tour of Life Literacies Center
No action required.

12. ADJOURNMENT

Final Adjournment of the Library Joint Powers Authority Board (LJPA) at 10:10 a.m. to a regular meeting on January 9, 2019 at 9:00 a.m. at the Downtown Branch Library, 224 Church Street, Santa Cruz CA 95060.

ATTEST: _____
Helga Smith, Clerk of the Board

All documents referred to in these minutes are available in the Santa Cruz Public Libraries – Library Headquarters Office, 117 Union Street, Santa Cruz, CA 95060.



SANTA CRUZ
PUBLIC LIBRARIES
CONNECT | INSPIRE | INFORM

In the News and Media:

November 13 – January 2

Regional Library News



<https://www.opb.org/news/article/npr-climate-planners-turn-to-virtual-reality-and-hope-seeing-is-believing/>

'An Eye-Opener': Virtual Reality Shows Residents What Climate Change Could Do

by **Nathan Rott** NPR Nov. 25, 2019 10:37 a.m.



Connie Monroe clicks a button, flicks her wrist and watches as her neighborhood floods.

The reed-covered shorelines are first to go. Then, the baseball fields at Fleming Park. By the time seawater reaches the senior center, it has inundated streets, flooding more than a dozen multiunit brick homes that she can see.

Monroe moves her head up and down, side to side, taking in the sobering simulated view. This is what could happen to Turner Station, a historic African American community southeast of Baltimore, as sea levels rise.

“Everything’s underwater. The school is underwater. Our house is underwater,” Monroe says. A frown forms below the bulky gray virtual reality headset covering her eyes. “Is the water really supposed to get that high?”

Climate change presents many challenges to coastal communities and to those trying to prepare for its impacts, but one of the most basic is also one of the most vexing: How do you show people — and convince them — of a possible future?

It’s one thing to [hear](#) or [read](#) that sea levels could rise as high as 7 feet in Maryland by the end of the century under worst-case scenarios, but it’s another “to imagine what that will look like in your own backyard,” says Jackie Specht, the coastal science program manager for The Nature Conservancy’s Maryland/DC Chapter.

“And if it’s hard to imagine, it’s hard to face and prioritize, especially when there are so many tangible issues that [people are] facing in the day-to-day.”

Communicating the realness and immediacy of the climate threat is hugely important to climate researchers and those aiming to mitigate its causes. But it’s also paramount to communities faced with coming changes that are already unavoidable.

Climate resiliency projects need public support and input.

That’s why Monroe and other residents at this recent community meeting are being directed to sit in metal chairs, put on virtual reality headsets and watch their homes flood.

Turner Station is trying to prepare.

“Slogging through water”

Flooding is nothing new to Turner Station.

The community sits on a little peninsula that juts south into the Patapsco River and the greater Baltimore Harbor. To the west are the tall cranes of the Port of Baltimore. To the east, across a

wide creek, is Sparrows Point, the former site of a massive steel company and industrial complex that, for decades, employed most of the community's residents.

Larry Bannerman, a lifelong resident and a board member for Turner Station Conservation Teams, says that water has always run south down the peninsula in big rain events, flooding parts of town and the low-lying, waterfront baseball fields at Fleming Park.

But not like it does now.

"I don't ever remember running in the outfield and slogging through water," Bannerman says, walking alongside one of the baseball fields in a pair of rubber boots. Now, he says, it has become so common that the fields hardly see any use.

The county has built outfalls, structures where water can drain into the harbor, along the end of the peninsula and at Fleming Park. "But you probably couldn't see them right now because they're underwater," he says. "They're not supposed to be."

Planning for the future

Sea level rise often gets talked about as a far-off event, but Maryland and much of the East Coast are already feeling the effects. Coastal erosion is accelerating. Wetlands are deteriorating. High-tide flooding occurs with greater frequency.

[A 2018 report](#) by the University of Maryland Center for Environmental Science says, "The level of Chesapeake Bay water with respect to the land is now rising about three times as fast as it was during Colonial times, threatening more densely built communities and infrastructure that developed over the interim."

The threat isn't lost on Turner Station, which has partnered with the Port of Baltimore, a few nonprofits and a local landscape architecture firm to create [a project that would reshape Fleming Park](#) and mitigate the risk of future floods.

The project calls for taking dredged sediment from Baltimore Harbor and Chesapeake Bay and using it to beef up the local shoreline and give it a more resilient edge. The design would help offset erosion and provide added defense against storm surge.

But some in the community worry about the use of dredge material at a public park, given the industrial pollution that has historically occurred in the area. It's a worry that Bannerman and other project leaders say is unfounded; any material that would be used would first be tested for contamination.

“We need the whole community on board with this,” says Gloria Nelson, president of Turner Station Conservation Teams. “Rather than [an] agency coming to us and telling us: ‘This is what we’re going to do in your community.’ “

To get that buy-in — and to make their case to potential funders — the project’s organizers are going to incredible lengths to communicate their plans and the risks of inaction.

Mahan Rykiel, the local landscape architectural firm that created the conceptual designs for the project, has created three-dimensional topographic maps of the area and two-dimensional illustrations to bring to community meetings.

Project organizers have given tours at the park, talking through the planned changes.

“You need a range of tools and a range of ways to communicate [climate change] to the public, because every person is different and every place is different,” says Isaac Hametz, the firm’s research director.

The virtual reality program is only the most recent — and, perhaps the most effective, step.

Starting a conversation

Virtual reality is an immersive experience that can [trick the human brain](#) into thinking it’s real. But tricking people is not the goal of the sea level rise simulation being used at Turner Station, says Juliano Calil, one of the program’s developers.

The goal, he says, “is to start a conversation and help folks visualize the impacts [of climate change] and the solutions, and also discuss the trade-offs between them.”

Calil is an adjunct professor at the Middlebury Institute of International Studies at Monterey in California and a research fellow focused on coastal adaptation. He’s also a licensed drone operator and an early adopter of virtual reality.

A couple of years ago, he had the idea of pairing those skills with his climate work and set out to make a [sea level rise simulation](#) for his current hometown, Santa Cruz, Calif.

He recruited a video game designer to create the models, using elevation maps, aerial footage he recorded with his drone and the most recent sea level rise projections.

“We spent a week in my living room and did a prototype in VR and it worked,” Calil says. “And I think that’s indicative of what we need to address climate change: No matter what skill you have, there is a way that you can apply that to help solve the problems.”

The Santa Cruz program is housed in a local library for residents to use, and Calil has started work on another simulation for Long Beach, Calif. There, instead of a lower-income neighborhood like Turner Station, the area at risk is a narrow strip of expensive beach homes.

Each project shows the communities and shoreline as they look today from a bird's-eye view. A slider at the bottom lets the user bring sea levels up as narration explains what the viewer is seeing.

Future versions, Calil says, will also integrate proposed solutions. If a community is considering building a sea wall, for example, "we can show the sea wall and look at the impacts to the beach," he says. "You have a sea wall, but over time, you may lose the beach."

Giving people a clear sense of those trade-offs, he says, should make for a better-informed discussion around climate resiliency projects, and showing people the risks should spur interest and participation.

At Turner Station's community meeting in southeast Baltimore County, Eric Johnson, pastor of the Union Baptist Church, removes one of the virtual reality headsets and blinks as his eyes adjust to the auditorium's bright lights.

Asked about his experience, he pauses.

"You hear about global warming and the effects of it, but to really be able to see it in real time is an eye-opener," he says. "It shows you this is something we needed to work on, like, yesterday."

Copyright 2019 NPR. To see more, visit <https://www.npr.org>.

Smithsonian Magazine [SMARTNEWS](#) *Keeping you current*

City Planners Use Virtual Reality to Show Residents How Climate Change Will Affect Their Neighborhoods

A start-up called Virtual Planet is rolling out demonstrations in coastal cities affected by sea level rise

By **Theresa Machermer**

SMITHSONIAN.COM

NOVEMBER 26, 2019

30806148

As sea levels rise, the shore will creep inward. For [coastal towns](#) facing several feet of sea level rise, a change so big is hard to visualize. Now, a virtual reality start-up is trying to make it easier by creating simulations for residents to show how flooding will impact their neighborhoods.

The goal of the project, developed by start-up company [Virtual Planet](#), "is to start a conversation and help folks visualize the impacts [of climate change] and the solutions, and also discuss the trade-offs between them," program developer Juliano Calil tells Nathan Rott at [NPR](#).

Virtual Planet's project was demonstrated at a Turner Station community meeting in Baltimore as part of consideration of a project that could make the peninsula more resilient against flooding. A proposed project would use dredged sediment from Baltimore Harbor and Chesapeake Bay to build up low-lying areas.

"We need the whole community on board with this," Gloria Nelson, president of Turner Station Conservation Teams, tells Rott. "Rather than [an] agency coming to us and telling us: 'This is what we're going to do in your community.' "

Virtual Planet is one way the project is seeking buy-in from the community. Once a user dons the virtual reality (VR) goggles, they can see an office space with their neighborhood's topography miniaturized in the middle of the room. When prompted to look down, they see drone footage giving them a bird's eye view of the city streets. There, they can apply a sliding scale of flooding, from spring 2019's real high tide up to an extra six feet of water.

In Turner Station, the shoreline and nearby baseball fields will be the first things overtaken by rising sea levels, reports [NPR](#). The community is located on a peninsula southeast of Baltimore, and the baseball fields are already unusable more often than not.

The start-up first exhibited the Sea Level Rise Explorer project in their hometown of Santa Cruz, California. As Jessica York reports for the [Santa Cruz Sentinel](#), VR headsets were set up in the Santa Cruz Public Libraries downtown branch last week. The narrated VR experience lasts about seven minutes, and is available in both English and Spanish.

"It was quite realistic, especially the aerial view," Santa Cruz resident Tim Robbins told York after watching the VR experience. "You really feel like you're in this blimp. Even the tides we had last year were very close to infrastructure that was right on the ocean. So, I didn't know that last year had that much water coming in like that."

The next iteration of Virtual Planet's presentation will focus on a strip of expensive beachside properties in Long Beach, California. Calil also hopes the visualizations will begin to integrate the effects of proposed solutions, like one project aimed to reinforce low-lying areas of Turner Station.

Calil tells *NPR* that if a city is considering a sea wall, for example, “we can show the sea wall and look at the impacts to the beach. You have a sea wall, but over time, you may lose the beach.”

Compared to 2-D drawings, 3-D maps, and guided tours of at-risk parks, virtual reality may be the most immersive way yet to show what flood predictions mean.

Read more: <https://www.smithsonianmag.com/smart-news/city-planners-use-virtual-reality-show-residents-how-climate-change-will-affect-their-neighborhoods-180973660/#Mtel883kIMDt6q8R.99>

EcoWatch[®]

<https://www.ecowatch.com/climate-science-research-2641517593.html?rebelltitem=3#rebelltitem3>

CLIMATE SCIENCE

3 Tools to Help You Channel Your Inner Climate Scientist



Ends eye view of beach in Green Bowl Beach, Indonesia pictured above, a country who's capital city is faced with the daunting task of moving its capital city of Jakarta because of sea level rise. Tadyanehonda / Unsplash

[Olivia Rosane](#)

Dec. 05, 2019 04:35PM EST [CLIMATE](#)

Birds eye view of beach in [Green Bowl Beach, Indonesia](#) pictured above, a country who's capital city is faced with the daunting task of moving its capital city of Jakarta because of sea level rise. [Tadyanehondo / Unsplash](#)

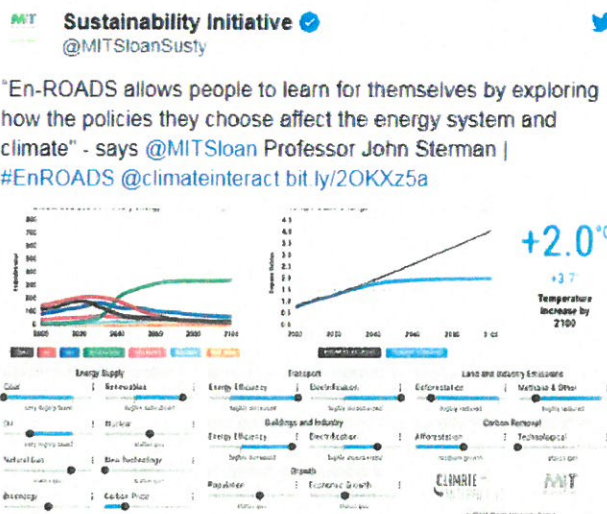
If you read a lot of news about the [climate crisis](#), you probably have encountered lots of numbers: We can save hundreds of millions of people from poverty by 2050 [by limiting global warming to 1.5 degrees](#) Celsius above pre-industrial levels, but policies currently in place put us on track for a [more than three degree](#) increase; sea levels [could rise three feet](#) by 2100 if emissions aren't reduced.

But it can be hard to understand what all these data points look like on the ground, and what can be done to avoid the scariest numbers. That's why universities, nonprofits and businesses have started creating tools to help non-experts interact with their findings.

"Research shows that showing people research doesn't work," leader of the MIT Sloan Sustainability Initiative John Sterman said.

Instead, these tools help people conduct research of their own.

1. En-ROADS Lets You Choose Your Own Climate Future



The latest tool to drop is the [En-ROADS climate solutions simulator](#), a joint project launched Tuesday by the [Sustainability Initiative](#) at the [MIT Sloan School of Management](#) and nonprofit think tank [Climate Interactive](#). The simulator is free and easy to use, and allows anyone to assess the impact of different climate solutions in less than a second.

En-ROADS presents users with two graphs, one showing current energy sources and one showing projected temperature changes by 2100.

Business-as-usual has us on track for 4.1 degrees of warming by century's

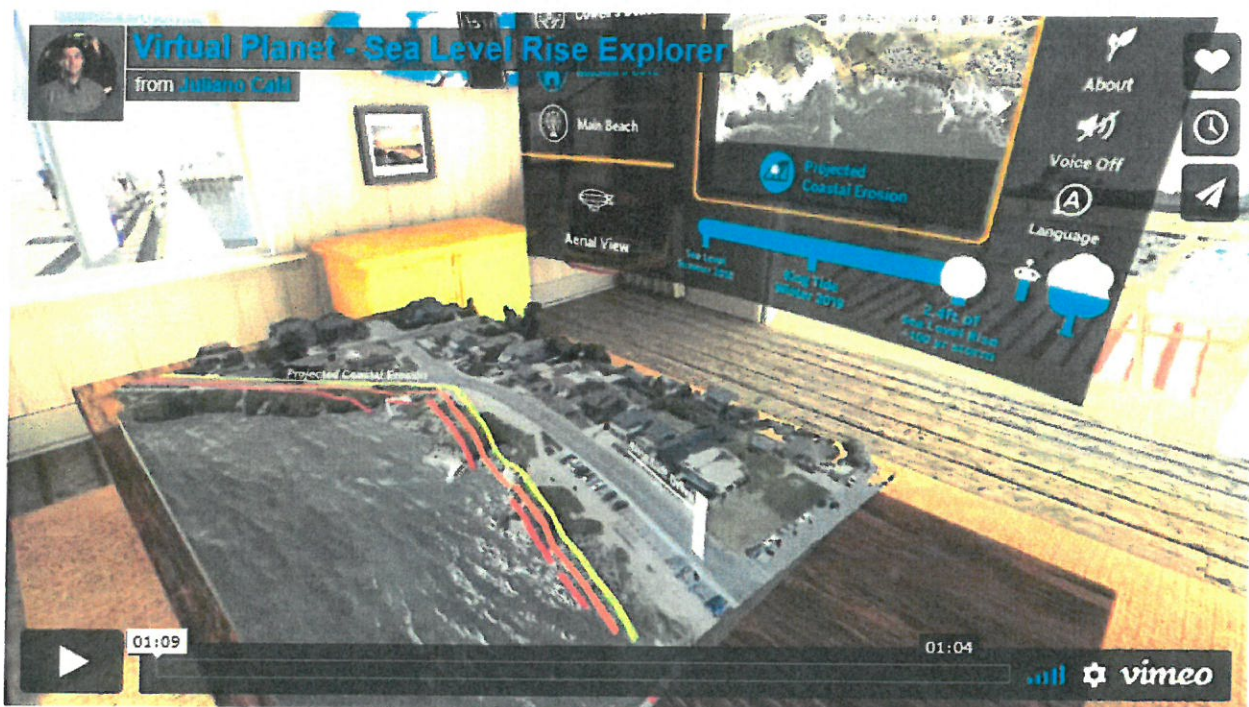
19 9:01 AM - Dec 3, 2019

[See Sustainability Initiative's other Tweets](#)

end, according to the simulator. But below the graphs are a series of policy choices: subsidizing or taxing coal; decreasing or increasing energy efficiency in buildings; encouraging or discouraging deforestation. By moving the cursor away from the status quo and towards either less or more ambitious climate policies, users can watch the projected temperature increase rise or fall.

"Powerful simulators have fueled climate wonks for decades," Climate Interactive co-founder and co-director Andrew Jones said in a press release. "This one works for users ranging from corporate CEOs and policy makers to smart eighth graders."

2. Virtual Planet Helps Coastal Residents Plan for the Flood



View video at <https://vimeo.com/318288892>

[Sea level rise](#) is one of the most talked-about impacts of climate change, but estimated average increases don't tell coastal dwellers what it will look like in their communities.

That's why the start-up [Virtual Planet](#) is developing virtual reality (VR) simulators to help coastal communities make decisions about their future, according to [The Smithsonian](#). Developer Juliano Calil built the first model of his current home of Santa Cruz, California, [NPR](#) reported. It is now on display at the downtown branch of the Santa Cruz Public Library, according to The Smithsonian. The team designed another simulation for Turner Station in Baltimore, Maryland to help the community decide on a project to dredge material from the harbor to build up low-lying areas. Another is in the works for Long Beach, California.

So far, VR users are shown a birds-eye view of their hometown and can slide right to watch water levels rise up to six feet. But Calil hopes to build a model that would also show what happens after various solutions are implemented. Even the current model is making an impact on viewers, however.

"You hear about global warming and the effects of it, but to really be able to see it in real time is an eye-opener," Eric Johnson, pastor of the Turner Station Union Baptist Church, told NPR. "It shows you this is something we needed to work on, like, yesterday."

3. Climate Central Helps You Screen Your Flood Risk



While VR may be more immersive than two-dimensional visualizations, it is also less accessible.

If you can't get to a Santa Cruz library or a Turner Station community meeting, [Climate Central](#) has you covered. The nonprofit's [Coastal Risk Screening Tool](#) shows you whether your home is likely to fall below the yearly flood level this century, no matter where you live. The tool includes a map and satellite view, and users can zoom in on particular locations to see their risk.

They can also see what flood levels are projected depending on the year (from 2030 to 2100), degree of carbon pollution and luck.

The map is [based on a study](#) released by Climate Central in October, which showed that sea level rise posed a greater risk this century than previously believed, because traditional elevation readings had included the tops of trees and buildings. When it used machine learning to correct for this error, the study found as many as 300 million people could be impacted by annual flooding by 2050 if emissions are not reduced.

"These assessments show the potential of climate change to reshape cities, economies, coastlines and entire global regions within our lifetimes," lead study author and Climate Central senior scientist Scott Kulp told The Guardian at the time.

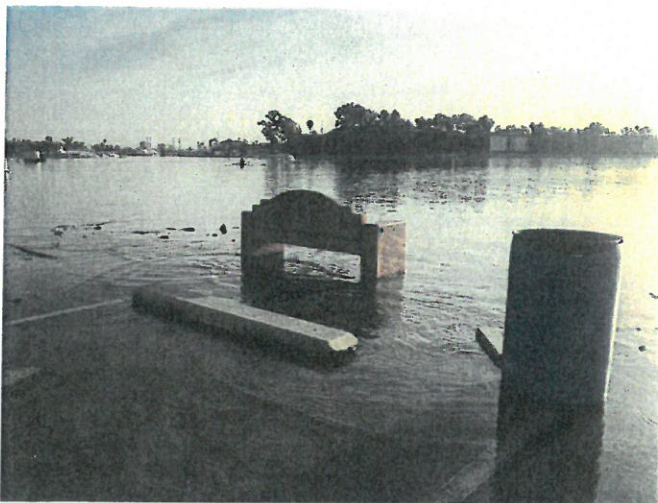
With the Climate Central risk screening tool, anyone can now explore that potential for themselves.



Step Aside Fires, Drought And Crazy Weather. Sea Level Rise Is Slowly Getting Its Day In California.

- [Ezra David Romero](#)

Tuesday, December 17, 2019 | Sacramento, CA | [Permalink](#)



This is Marine Stadium, a park in Long Beach, CA, during high tide. Sea levels have risen over time, and can be seen during high tide in areas along the coastline.

Courtesy of Parker Richardson

People love the Golden State because of the coastline. There are all sorts of songs about the vibe California embodies — think “California Gurls” by Katy Perry, “Californication” by the Red Hot Chili

Peppers and “California Love” by 2Pac.

But the [ocean's response to climate change](#) is threatening that very identity.

"It's part of what you often hear described as being Californian," said Christine Whitcraft, director of Cal State Long Beach's Environmental Science and Policy program. "Threats from sea level rise are important for economics, but they're also important for the intrinsic value they have to us as Californians."

She says sea level rise is on the minds of leaders across the state because people have started to see impacts in their daily lives or in their yearly time frame.

"That's led to an increased awareness at the personal level, which translates to an increase in awareness to the state and policy level," said Whitcraft.

The sea could rise by half a foot by 2030 and as much as seven feet by the end of the century, according to a [high-level report](#) from the state's Legislative Analyst's Office. That could have a huge impact on the millions of Californians who live along the coast.

"We could lose two-thirds of our beaches absent any action," said Rachel Ehlers, a principal fiscal and policy analyst with the LAO. She is also the lead author of the report intended to guide lawmakers in 2020 as they prepare budgets and create bill.

"It's not just wealthy people who will be impacted," said Ehlers. "There's a lot of vulnerable communities that have a lot of folks with lower incomes, folks who don't have cars. So, they may not be able to get out when there's flooding.

"The researchers also found a gap in how the state wants to address sea level rise and how localities are dealing with it. Ehlers says finding funding at the local level can be tough because the full effects of sea level rise won't be seen for years.

"There are many communities around the state that are planning, but very few that have moved on to the phase of taking action," said Ehlers. "We need to do that both because the water is coming, but also this is a key time to test out strategies."

[Mark Stacey](#) is an environmental engineer at UC Berkeley who studies sea level rise in the Bay Area. He says the reason there is so much talk about sea level rise in the state right now is because more storm events coupled with gradual sea level rise are happening more often.

"This makes the risk of disruption more real for people and has them realize we have to stop and do something about this," said Stacey. For instance, he says the highest high tides in the San Francisco Bay disrupts traffic half a dozen times a year instead of once or twice a year.

"Are we ready today? No. But are the right conversations happening to get ready? I'd say yes."

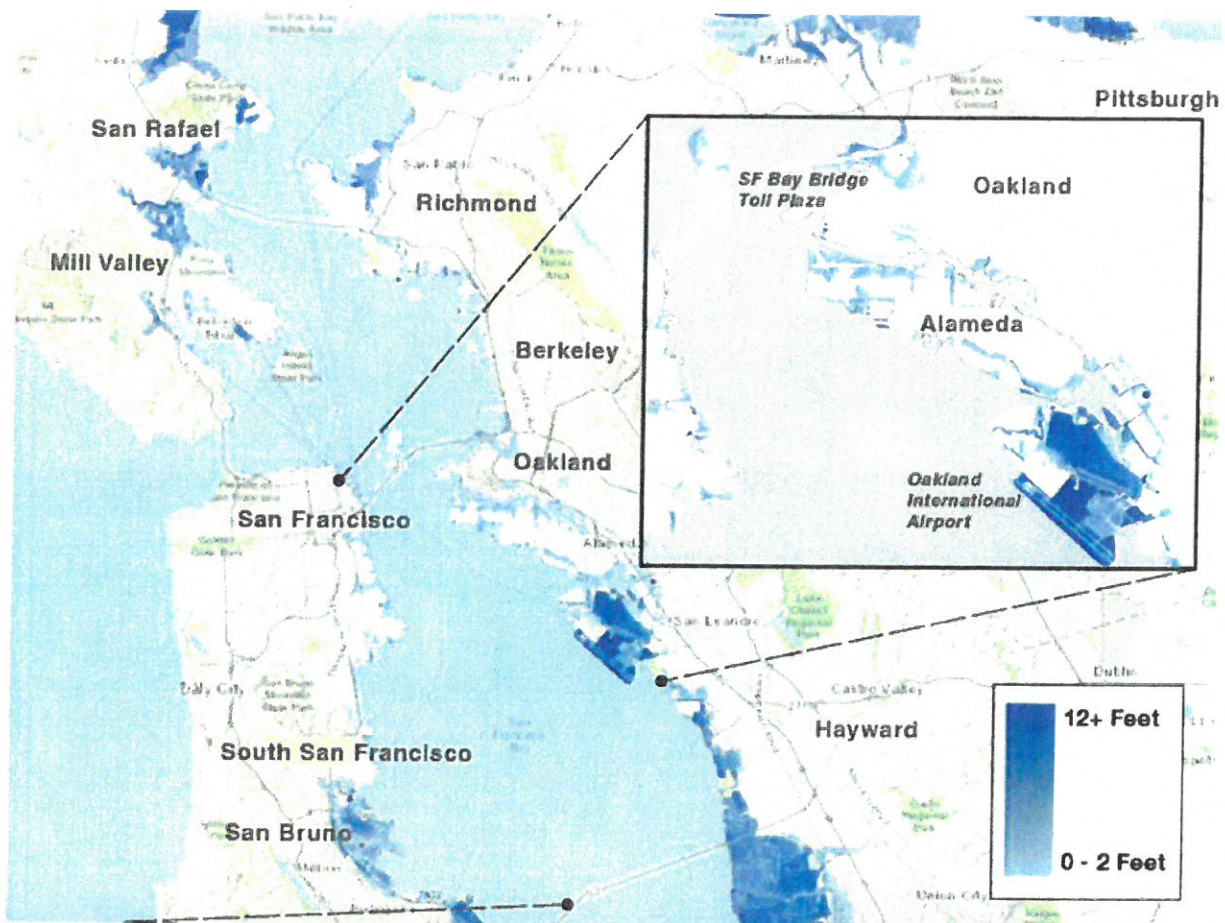
Partnering To Prepare

There are places that are preparing for the surge in the coming decades. Some are working across city and county boundaries to prepare regionally, which the LAO report recommends.

But Ehlers, with the LAO, says there is a lack of forums or partnerships taking place around the state.

“We know that sea level rise won’t stop at the city or county line,” she said. “In fact, what actions one city takes might negatively influence their neighbors. If one city puts up a lot of sea walls, that water’s going to slosh over to the neighboring jurisdiction and erode all the beaches over there.”

Leaders in San Mateo County — south of San Francisco with the Bay on one side and the open ocean on the other — want to prevent that very scenario from taking place.



A screenshot of a map that showcases the potential impacts of sea-level rise and flooding in the San Francisco Bay Area from a report by the state's Legislative Analyst's Office. *Courtesy of California's Legislative Analyst's Office*

“Our county is the most exposed county in the entire state in terms of value of property at risk,” said San Mateo County Supervisor Dave Pine. “We have tremendous exposure on the Bay side,

and on the coast side we are already seeing very significant coastal erosion, which threatens infrastructure.”

Pine says the county has modeled out what three feet of sea level rise means.

“That would cause upwards of \$40 billion in losses to property,” he said. “In San Mateo everything east of Highway 101 would be inundated. It would be a massive blow to the county.”

That’s why San Mateo County is planning ahead. Pine says there are lots of projects in the works to prevent big issues with sea level rise, including [10 miles of levees](#) at San Francisco International Airport.

The county and 20 cities in San Mateo have formed a partnership — the [Flood and Sea Level Rise Resiliency District](#) — to protect the region from the negative impacts of sea level rise. It goes into effect January 2020.

“The thinking is that no single jurisdiction can deal with this by itself . . . and we need to position ourselves to compete for state funds,” said Pine.

“There’s an awful lot of shoreline to protect and we still have a lot of work to do.”

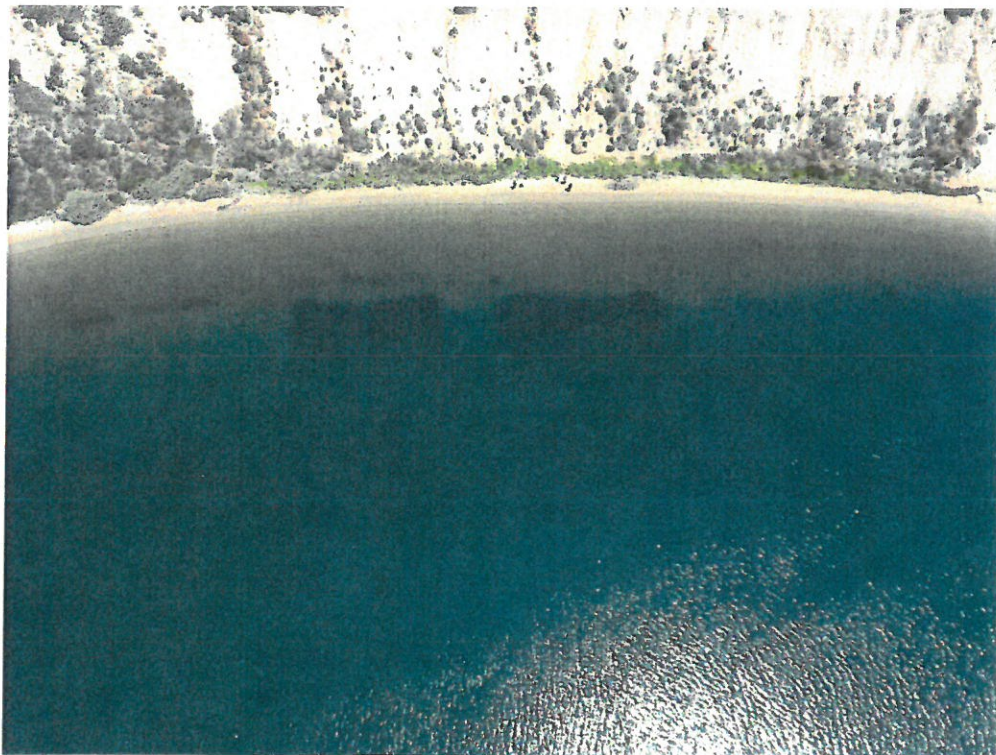
Working 'Generation To Generation'

Sea level rise doesn’t lend itself to one type of solution or masterplan. Levees near one community, moving people from where water will rise or building sea walls near another aren’t universal answers, said Pine.

“We have put so much carbon into the air and we will see seas rise for centuries to come,” said Pine. “It’s impossible to know at what rate they will rise, but we will have to work on this from generation to generation.”

Pine admits that humans aren’t very good at taking action to prevent problems until the issue becomes severe. But waiting means the costs would greatly exceed that of planning and preparing for sea level rise.

On the coast near Long Beach Christine Whitcraft, director of CSULB’s Environmental Science and Policy program, is experimenting by creating beds of California native Olympia oysters and sea grass to make a living shoreline.



CSULB scientists are experimenting with adding beds of oysters and sea grass to help reduce the erosion of the shoreline. Close-up (left) and aerial photo (right) of oyster beds in Southern California. *Courtesy of Danielle Zacherl (left) and Nick Sadrpour (right)*

She says the patches of oysters help reduce shoreline erosion by holding down the mud it sits on and helps protect the land behind it from storm surges and waves.

“I don’t think oysters or eel grass alone can prevent all the damage to the communities behind it, but I think they are part of the solution,” Whitcraft said.

She also has her students take pictures of where sea water floods parts of the coast when high tides occur. For them, she says, the idea that the sea is already inundating places they often visit was surprising.

To help the public understand how sea level rise could inundate their communities the city of Santa Cruz is offering [virtual reality simulations](#) at a local library. (Check out his [NPR article](#) for more).



Juliano Calil / Virtual Planet LLC

“We look at the three different areas and as you pull sliders to the right you see the sea level rise inundating our low-level areas,” said Tiffany West, the city’s Sustainability and Climate Action Manager. “It allows you to get a real understanding of where the water would go.”

The product is only available on-site, but West says an app of the project will be available in six months.

“What people don’t realize is that we are already experiencing these impacts, especially during King Tide situations,” West said. “A lot of this discussion is so abstract around sea level rise that this makes it much more concrete.”

A similar project is in progress for Long Beach where a strip of beach homes is at risk.

“We also developed a card game called ‘Cards Against Catastrophe’ ... it’s really meant to give residents a feel for tradeoffs and decision-making local leaders face,” said West.

GoodTimes



BYNUZ

POSTED ON DECEMBER 10, 2019

PLAYING BOOKIE

We’ll soon have more answers about the upgrade options for **Santa Cruz’s** downtown library—possibly more information than we ever really needed.

As of last year, the plan was to build a brand new library combined with parking and affordable housing. Evidence showed that the alternative, a remodel, would have given library users far less bang for the city’s buck. However, city leaders opted to ask around. That’s why a council committee had consultant **Abe Jayson** present on how much of a remodel the town could get for \$27 million. The plan isn’t perfect, but his renderings showed big windows with lots of natural light. So pretty!

Of course, because Santa Cruz **leaders are better at asking for more information than making decisions**, they then had Jayson go back to the drawing board to sketch out plans to build a

brand new library from the ground up, also on a \$27 million budget. Jayson will give his second presentation **on a new downtown library at the current downtown library Friday, Dec. 13 at 5pm.**

Just as a reminder, it was nine months ago that the **City Council** closed the book on the library-planning process because of the parking concerns. And it was six weeks ago that Jayson said that construction costs have been going up 8-10% per year and that the “good news” was that those will drop to 5-6% a year. Delays are expensive. So while Capitola will soon have its very own beautiful new library with its cut of the funds, Santa Cruz is tripping over itself in fights over how to spend its stash, which is scheduled to expire in a few years. So much for **“Time is money!”**

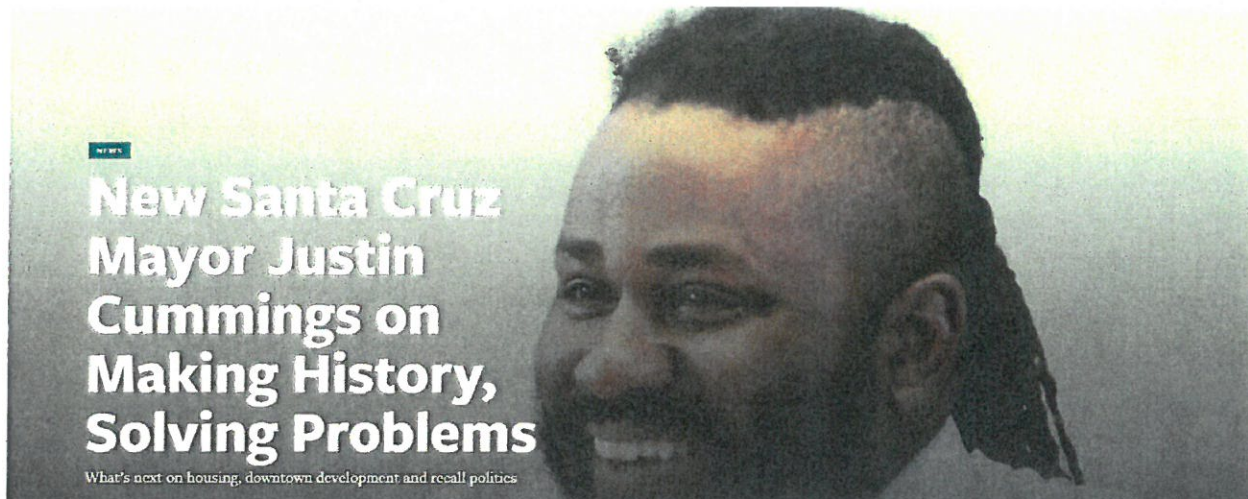
This is why we can't have nice things.



BYNUZ POSTED ON DECEMBER 17, 2019

ALL THE PAGE

Due to a combination of being misinformed and confused, Nuz erroneously reported the time of last week's library meeting about plans for a remodeled downtown facility, as well as the scheduled meeting's content. The meeting focused on providing more clarity in terms of how much of a library remodel Santa Cruz can get for \$27 million. "Nuz, please be more careful with facts," Jean Brocklebank wrote in the comments. GT corrected the information online and clarified on social media. Thanks, guys. Nuz regrets the errors.



BY [MAT WEIR](#)

POSTED ON DECEMBER 31, 2019 (Only library portion is represented)

We're still waiting on more information about the library and the possible parking structure project. Generally speaking, how should the city should proceed?

We're now sending out a request for proposals to figure out what it would cost for a mixed-use project. I think we really need to figure out what that would look like. I hear arguments on both sides. A lot of people who voted for the measure expressed they were under the impression the funds would go towards renovating the library—although there is language in the ballot about potentially building another site.

People are really upset about the idea of [building] a parking garage and library, but we're also exploring the idea of affordable housing and trying to combine them, right? So it could be a library with housing *and* parking, but it really depends on what this option looks like. We're getting information on what this second option would cost, its feasibility, and comparing the two.

Jayson Architecture gave their final presentation on Dec. 13 on what it would cost to renovate. The conclusion is that most of what would be done wouldn't be adequate. There would need to be more funding if we were to fully renovate to where it would be a well-designed civic institution. That's part of the reason why we want to explore more options.

GoodTimes

Letters to the Editor

November 20: Re: “Stories to Come” (GT, 10/30): It’s great that you are citing figures and plans as we talk about a renewed library. But the semantics you use are a bit confusing. While the new parking garage could provide some housing, a real proposal with a significant amount of housing is not on the table. What has been on the table for decades is the idea of building a huge parking garage where the Farmers Market is. In a political marriage five years ago or so, the project was made more attractive by adding a library to it and using the parking funds paying for the structure to subsidize part of the construction of the library. Of course, no one asked library users if they wanted their library in the parking garage. I don’t think they do.

With regard to the parking garage end of this artificially joined conversation, the reason many of us oppose spending \$60 million to build a parking garage is that our community has a communal obligation to owning and operating a lot less cars within the next 11 years. That’s because, as Greta Thunberg and my daughter keep reminding us, we have to reduce our CO2 emissions by at least 50% in the next 11 years to prevent a runaway climate disaster. And the use of automobiles is our community’s single biggest contribution. So, we are going to succeed at not needing another large parking garage because we have to; because even if we do everything else, from electric cars to solar panels, we *have* to use a lot less cars in the next 11 years. Anyone who reviews the material of CO2 sources and potential for reductions will come to the same conclusion. With regard to automobile use, It is not a matter of projections anymore, it is a matter of necessity.

Our plans for our little downtown, like the plans for little downtowns everywhere, have to start with a commitment to stopping runaway climate change.

Micah Posner
Santa Cruz

Good Idea

November 20: The city of Santa Cruz’s new virtual-reality exhibit on sea-level rise is now open at the downtown branch of the Santa Cruz Public Library. The exhibit includes virtual reality headsets, informational panels and fact sheets. The American Geophysicist’s Union is funding the exhibit, with support from a Coastal Commission grant. It’s part of the Resilient Coast Santa Cruz Initiative, a set of projects aimed at developing more resilient coastal management in the face of climate change.

SANTA CRUZ LOCAL

sound local news

Santa Cruz to weigh compromises in downtown library plan

by [Kara Meyberg Guzman](#)

SANTA CRUZ >> A new report, presented publicly Friday, shows that a remodel of the downtown library at best would produce a “low-medium quality facility” lacking many amenities, according to the report.

In early 2020, the Santa Cruz City Council is expected to decide whether to remodel or rebuild the downtown library. The clock is ticking. If the city doesn’t decide soon, [it risks losing the roughly \\$27 million of bond money](#) dedicated to the library construction.

A downtown library committee of Mayor Justin Cummings, Vice Mayor Donna Meyers and councilmember Sandy Brown are studying the issue.

At Friday’s committee meeting at the library, Jayson Architects presented cost estimates and renderings of a potential remodel.



Santa Cruz City Councilmember Sandy Brown, Mayor Justin Cummings and Vice Mayor Donna Meyers listen to the Jayson Architects presentation Friday, Dec. 13, 2019 at the downtown library. (Kara Meyberg Guzman — Santa Cruz Local)

Jayson Architects Principal Abraham Jayson and Project Manager Katie Stuart presented two options for a partial

renovation: a \$27.2 million “base” plan and a \$34.3 million plan with added features. Both plans include demolition of the one-story structures on the building’s perimeter and renovation of the main two-story structure.

If the city doesn’t have funding for the \$34 million plan, it could start with the base plan, then add the extra features later.

The base plan includes a reorganization of the library’s layout:

- A new main entrance facing city hall
- A new, larger children’s area on the first floor
- A new circulation desk next to the main entrance
- A new community room on the first floor
- Three small meeting rooms on the second floor
- A new but smaller area for adults on the second floor
- A new but smaller area for teens on the second floor

The extra features in the \$34 million plan include:

- A second elevator
- Acoustic ceilings to cover pipes and wiring, and dampen noise
- Added toilets
- New wall finishes and a wall graphic
- Tall windows in the atrium to let in light
- Landscaping
- Sliding doors in the children’s area and community room that open to a garden and patio
- Motorized window shades

Jayson said that the \$34 million plan still would not be “premium level” or a “civic show piece.” He described the \$34 million plan as a “modest quality building” and the base plan as a “low-cost building with a whole list of programmatic compromises.”

“You get your second elevator — critical for staff functionality. You get more restroom facilities — critical for the amount of people who are actually using the building on a regular basis,” Jayson

said. “In addition to that, you get your acoustic ceilings — critical for the functionality of a library that is heavily occupied with kids and people that are inside, teens, meetings, etc.”

“And then there’s a whole layer of qualitative improvements,” he said. “Those things that we really love to design. The special things that make, kind of, a library sparkle. The kind of niches for the kids to sit in. Those fun little colorful playful elements that people want to go back to. Those really well-functioning spaces with premium materials that people want to relax and read a book all day.”

Renovation of the library is feasible with a \$27 million budget. But, Jayson said, the community needs to understand that “significant compromises will need to be made.”

“And those are compromises regarding program, quality, and I would say, also important to your community, sustainability. So, it’s something for you to consider as a community as you make a decision about this process,” he said.



Santa Cruz Public Libraries director Susan Nemitz lists several concerns about a plan to remodel the downtown library at a community meeting Friday, Dec. 13 in the second floor meeting room. (Kara Meyberg Guzman — Santa Cruz Local)

After the architects’ presentation, Santa Cruz Public Libraries director Susan Nemitz gave prepared remarks, listing her concerns about a remodel. A remodel would improve the library, but not to the community’s standards, she said.

Nemitz's concerns include:

- The base plan calls for only five toilets, same number of toilets the library currently has, to serve 1,000 daily users. Also, with public single-use restrooms, sometimes people lock themselves for long periods to use drugs, she said. Multi-stall restrooms would be better, she said.
- Without landscaping, the base plan would invite camping and loitering.
- The downtown branch serves as a warehouse for the entire system. A remodel would result in a 30% loss of the library's primary book collection, and a 12% collections loss system-wide.
- A remodel would not include enough space for teens, Nemitz said.
- A budget is not included for a temporary library during the remodel. Forty percent of the system's collection would go offline for two years. And those who rely on the library for shelter when it rains would not have a place to go.

The council committee plans to hire an architecture firm to perform a similar analysis of a plan for a new library along with a parking garage and housing. That plan would cost more than a remodel, but a garage could help fund the project.



About 100 people filled the community meeting room to hear about plans for a downtown library

remodel Friday, Dec. 13, 2019 at the downtown library branch. (Kara Meyberg Guzman — Santa Cruz Local)

Friday's audience of about 100 included many who wore stickers showing their support of a library remodel. Many people supporting a remodel do not want a new garage downtown.

Nemitz told the crowd, "I know you care deeply about this library. I know the whole community does. But I ask you to think long and hard before you move this direction. Because it will have some consequences to this community. And I know there's discussion of support, and I know many of you here do not like this idea.

"But of doing a more detailed analysis about the cost and benefits of a library in a multi-use facility — in light of what this study shows, I would recommend that you do that analysis. Because I think at \$27 million, you will not be content with what you've created."

Aptos Times

Times Publishing Group, Inc. June 19, 2019 • Vol. 22, No. 12 www.timesonline.com

December 15, 2019

COMMUNITY NEWS

And the Winner Is ...

Santa Cruz Public Libraries Card Design Contest Winner Chosen

The Santa Cruz Public Libraries (SCPL) is pleased to announce the winner and runners up of the children's Library Card Design Contest.

The winning design, titled "Dive Into a Book" was created by Holy Cross Elementary 5th grade student Chiara Rojas, age 10. Chiara's design will be available as an SCPL library card beginning in mid-January.

Seven runners-up were also chosen by a panel of judges, and those designs will be available as bookmarks in mid-January as well.

Runners-up include:

- Kendra Zuniga, Live Oak Elementary, age 9 — "Santa Cruz to Me"
- Lucia Hualde-Saiz, Mountain Elementary, age 11 — "A PIP's best book"
- Jessica Dunn, Raymond Elementary, age 10 — "Lizzy's Library"
- Dayton Drevrak, Orchard School, age 9 — "Santa Cruz Ocean"
- Natalie Salerno, New Brighton Middle School, age 11 — "The Magic of Reading"
- Maya Haet, Gault Elementary, age 9 — "Read"
- Alvar Shulman, Santa Cruz Gardens, age 11 — "Reveed"

Winners were selected over the course of 3 weeks by 3 separate panels of judges. The library's Teen Advisory Group first evaluated over 400 entries. They chose 20 for further evaluation. Forty additional entries received after the deadline were included in the second round of evaluations due to power outages and school closures during the last week of October. Those were evaluated by SCPL's K12 Outreach Team, who chose the final 30 entries.

Those 30 entries were evaluated by our final panel of three judges: Audrey Stone, Visual and Performing Arts Coordinator from COE; Eric Howard, SCPL Assistant Director; and Molly, a young library patron. This panel chose the final winners. All the judging was blind — judges did not see any identifying information. All the finalists were from different schools, which says a lot about the art programs at Santa Cruz County Schools and the talented students in our county.

All the entries were wonderful and they could not narrow it down to only 5 runners-up, so after much deliberation 7 designs were chosen to be made into bookmarks.

According to Heather Nougust, the library system's East Region Manager and K12 Outreach Team Lead, the library's goal is to make sure that every first grader in the county gets a library card.

"The contest was a really fun way to raise awareness about all the programs we do in support of children's literacy and education," Nougust said. "Reaching our goal requires a high level of awareness and working closely with schools. This contest is just one step in that direction."

SCPL sincerely wishes to congratulate all the winners. We also thank all the teachers and school librarians who encouraged their students to enter the contest, as well as all the children who took the time to create wonderful art in support of reading.

SCPL invites the entire community to a celebration party for the winners from 3-5 p.m. on Jan. 11 at the Downtown Branch Library, 224 Church St. Refreshments will be provided.

The Santa Cruz Public Libraries delivers information, education, enrichment and inspiration through a network of 10 neighborhood library branches, a web-based digital library, a bookmobile and community-based programs. Branch locations include Aptos, Boulder Creek, Branciforte, Capitola, Downtown Santa Cruz, Felton, Gertzel Park, La Selva Beach, Live Oak and Scotts Valley.

Learn more about SCPL at www.santacruzpl.org or via Facebook, Instagram, Pinterest, Twitter and YouTube.



Chiara Rojas, age 10, 5th grade at Holy Cross Elementary

Libraries' Tech Talks Bring Tune-Up Sessions to Aptos

Even the most tech savvy of us don't know all about our mobile devices. Get to know yours better at one of our Tech Talks.

In this ongoing series, we discuss and explore the most useful apps and settings for optimizing your tablet or smartphone.

Android users are invited to an End of Year Android Tune-Up on Monday, Dec. 16, from 10:30 a.m. - noon.

iPhone users are invited to an End of Year iPhone Tune-up on Thursday, Dec. 19, also from 10:30 a.m. - 12 p.m.

Each session will review highlights of each phone's key settings, including notifications, and storage space.

Both events will take place at the Aptos Branch Library, 7695 Soquel Dr.

Visit <http://www.santacruzpl.org> for more information.

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And the Winner Is ...



December 29, 2019

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Seven runners-up were also chosen by a panel of judges, and those designs will be available as bookmarks in mid-January as well.

Runners-up Include

- Kendra Zuniga, Live Oak Elementary, age 9, — "Santa Cruz to Me"

- Lucia Hundall-Saez, Mountain Elementary, age 11, — “A PPPrfect Book”
- Jessica Dunn, Baymonte Elementary, age 10, — “Happy Library”
- Dayton Dvorak, Orchard School, age 9, — “Santa Cruz Ocean”
- Natalie Salerno, New Brighton Middle School, age 11, — “The Magic of Reading”
- Maya Huet, Gault Elementary, age 9, — “Read”
- Nico Shulman, Santa Cruz Gardens, age 11 — “Reeeee!”



Winning Design by Chiara Rojas, age 10, 5th grade at Holy Cross Elementary

Winners were selected over the course of 3 weeks by 3 separate panels of judges. The library’s Teen Advisory Group first evaluated over 400 entries. They chose 20 for further evaluation. Forty additional entries received after the deadline were included in the second round of evaluations due to power outages and school closures during the last week of October. These were evaluated by SCPL’s K12 Outreach Team, who chose the final 10 entries.

Those 10 entries were evaluated by our final panel of three judges: Audrey Sirota, Visual and Performing Arts Coordinator from COE; Eric Howard, SCPL Assistant Director; and Molly, a young library patron. This panel chose the final winner. All the judging was blind — judges did not see any identifying information. All the finalists were from different schools, which says a lot about the art programs at Santa Cruz County Schools and the talented students in our county.

All the entries were wonderful and they could not narrow it down to only 5 runners-up, so after much deliberation 7 designs were chosen to be made into bookmarks.

According to Heather Norquist, the library system’s East Region Manager and K12 Outreach Team Lead, the library’s goal is to make sure that every first grader in the county gets a library card.

“The contest was a really fun way to raise awareness about all the programs we do in support of children’s literacy and education,” Norquist said. “Reaching our goal requires a high level of awareness and working closely with schools. This contest is just one step in that direction.”

SCPL sincerely wishes to congratulate all the winners. We also thank all the teachers and school librarians who encouraged their students to enter the contest, as well as all the children who took the time to create wonderful art in support of reading.

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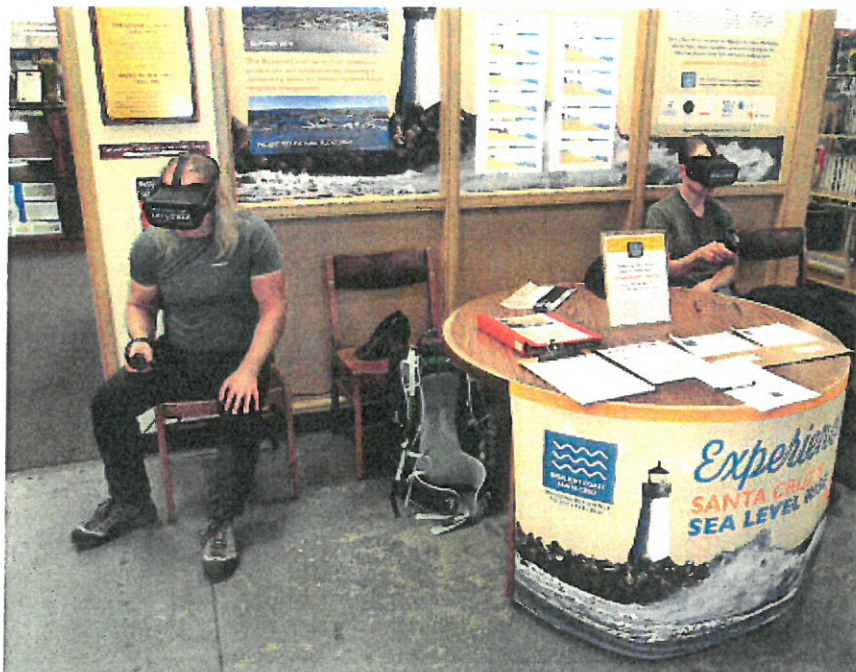
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Learn more about SCPL at SantaCruzPL.org or via Facebook, Instagram, Pinterest, Twitter and YouTube.

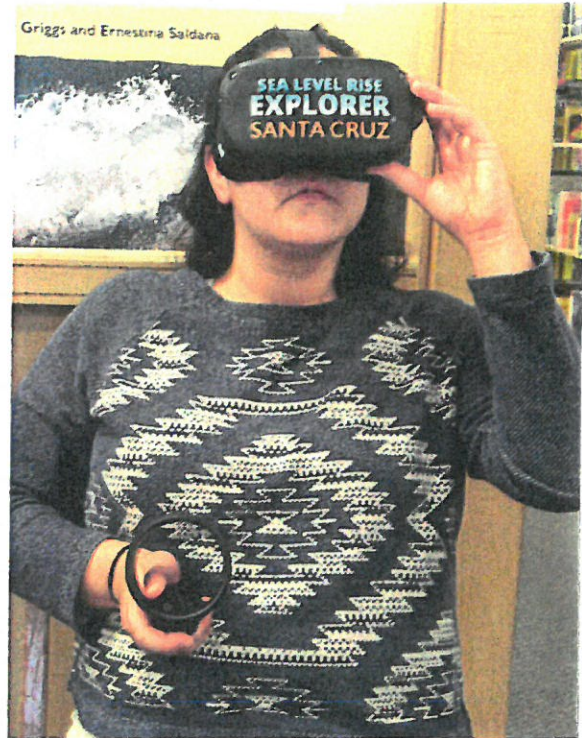
Santa Cruz Sentinel *News*

Santa Cruz brings virtual view to climate change conversation



Tim Robbins, at left, experiences the Virtual Reality Sea Level Rise Explorer exhibit at the downtown library branch Monday. The exhibit gives a hot air balloon-view of coastal Santa Cruz under an additional two and a half feet of sea level. (Dan Coyro — Santa Cruz Sentinel)

By [JESSICA A. YORK](mailto:jjork@santacruzsentinel.com) | jjork@santacruzsentinel.com | Santa Cruz Sentinel



PUBLISHED: November 18, 2019 at 4:44 pm | UPDATED: November 18, 2019 at 4:47 pm

SANTA CRUZ — The tide is changing when it comes to the conversation about climate change, and Tim Robbins had a virtual bird's eye view of the issue Monday.

Robbins, who lives outdoors, already has had more of a run-in than he cared for with the fickle whims of Mother Nature. In September 2013, he was forced to move from Colorado after monsoon-level heavy rains flooded him out of the mountains and his former home. Robbins said he pays close attention to the climate change discussion, and how most people think only in terms of regional warming instead of global warming.



Which was why it took little prompting for Robbins to sit himself down at a table newly set up near the entrance to the Santa Cruz Public Libraries Downtown branch and strap on a high-tech Oculus Quest wireless headset and goggles at the newly-launched Virtual Reality Sea Level Rise Explorer exhibit.

Robbins said afterward that he had never used a virtual reality device before Monday and that the experience was fun.

“It was quite realistic, especially the aerial view,” Robbins said. “You really feel like you’re in this blimp. It was a trip.”

Public Education

The first-of-its-kind exhibit is free to use and gives users a vivid tour of how rising sea levels may cause coastal flooding and coastal erosion for city cliffs and beaches, left unabated. A planned second phase of the program will be to develop a free smartphone application available for public download and explore potential sea-level rise adaptation solutions.

“We are trying to provide learning opportunities on two different levels. One, of course, is the content itself — which is about sea-level rise,” said Bjorn Jones, digital learning librarian for Santa Cruz Public Libraries. “The other is about the technology. What does this mean as it emerges as possibly the most transformative technology medium of information and ideas ever created. What does this mean for our society, what does it mean for individuals. We would like the library as a community space to be a place for those types of conversations.”

The Sea Level Rise Explorer, for users 13 years and older, requires participants to sign a waiver and provide a library card or identification to library staff, though no personal data is tracked or stored for the program. The educational station creation, led by the city of Santa Cruz’s Climate Action Program Director Tiffany Wise-West and staffed by library personnel, will be open through the end of February. It features an English-speaking version narrated by coastal scientist Gary Griggs and Spanish-language version narrated by local activist Ernestina Saldana.

Portal into the future

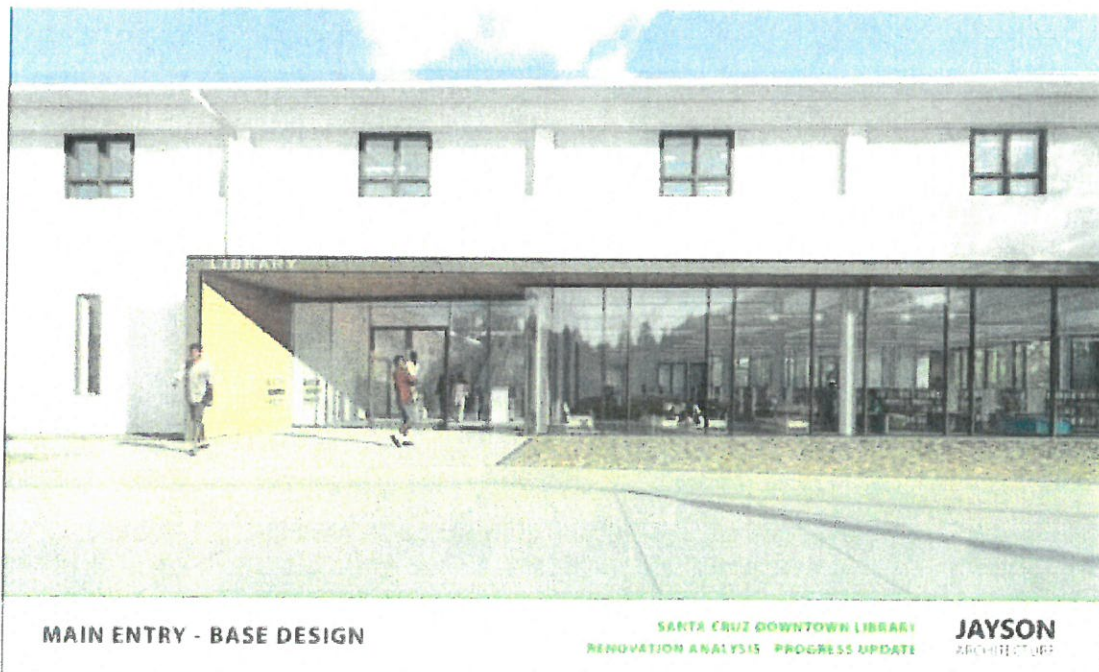
Robbins said he assumed it would be an earthquake that was most likely to affect his new home, but completing the virtual program and looking at the stark projections for the coastal area caused him to think again. The 7-minute interactive 3-D experience walks users from an imaginary beach villa with a 365-degree view on the Santa Cruz Municipal Wharf up to a sky-high blimp ride to witness first-hand the effects of rising sea level on the coastal town.

“Basically, they show different projections, different extreme projections. Just like when you’re looking at hurricane model, you have different projections,” Robbins said. “Even the tides we had

last year were very close to infrastructure that was right on the ocean. So, I did not know that last year had that much water coming in like that.”

The exhibit is funded by the American Geophysicist’s Union in conjunction with a California Coastal Commission grant aimed at community engagement for the 6-month-old [Resilient Coast Santa Cruz Initiative](#), the city’s coastal management strategic planning. The virtual reality program was developed by local startup Virtual Planet Technologies, with support from Swan Dive Media. Resilient Coast Santa Cruz information: cityofsantacruz.com/ResilientCoast.

Panel reviews concepts for downtown Santa Cruz library renovation



A rendering by Jayson Architecture shows features — not design — potentially available for a new Downtown Santa Cruz library rebuild. (Contributed)

By [JESSICA A. YORK](#) | jyork@santacruzsentinel.com | Santa Cruz Sentinel

PUBLISHED: November 19, 2019 at 5:41 pm | UPDATED: November 21, 2019 at 10:18 am

SANTA CRUZ — A regional citizens library advisory panel this week weighed in on controversy-laden plans to modernize Santa Cruz’s aging downtown library.

The Santa Cruz Public Libraries Library Advisory Commission on Monday reviewed [draft-level concepts](#) first publicized by the Jayson Architecture firm last month on how the City of Santa Cruz might be able to spend \$27 million of a 2016 taxpayer’s library facilities bond on the primary of the city’s three library branches.

Abraham Jayson, a principal with the firm, explained that “the main takeaway on the building is that the facility has reached the end of its usable life in pretty much every way,” summarized Jessica Goodman, regional manager for Santa Cruz’s three library branches. The firm showed that a project renovating the seismically sound 30,000-square-foot core of the existing 42,000-square-foot Church Street library property would nearly fall within budget, while a complete rebuild would result in just a 19,000-square-foot library.

The library debate came to a head after heavy public resistance to a cost-effective recommendation from the now-disbanded Downtown Library Advisory Committee to rebuild the library at a new downtown location in conjunction with a city-planned parking garage. In response, the Santa Cruz City Council opted this year to go back to the drawing board on its library project planning, forming its own council subcommittee to investigate and hiring Jayson Architecture.

Commission member Bob White asked library staff if it had a preference for any particular version of the library — renovated in place, rebuilt in place, or co-built with the city of Santa Cruz as one story of a potential parking garage several blocks away.

“I think opinion varies, but I think the general consensus is we want the highest quality that meets the program needs. That’s what we don’t know yet, what we might get with the mixed-use (project),” Assistant Director of Libraries Eric Howard told the board. “We need more information.”

The Santa Cruz City Council’s Downtown Library Subcommittee is scheduled to hear an “apples-to-apples” cost model for a mixed-use project in the future and a final cost estimate report for an on-site project will be presented at the subcommittee’s next public meeting Dec. 13.

Commission member Martha Dexter, who also served on the advisory committee recommending the combined library-garage, said Jayson Architecture’s presentation confirmed for her the earlier panel’s stance of getting the “bang for our buck.” She said the on-site modeling includes no funding for a temporary library site during two years of construction and that the proposal represents a bare-bones renovation of a subpar building.

“When we polled the public about what they wanted for programs and services, they came up with 44,000 square feet,” Dexter said. “And, now we’re down to 30,000.”

Judi Grunstra, a member of the grassroots Don’t Bury The Library group, said she was impressed and encouraged by the Jayson Architecture modeling.

“I was encouraged and I hate to see all the negative talk about this option,” Grunstra said. “It’s proportionally a lot more public space than there was before because they’re going to put the mechanical systems on the roof and before there was a lot of storage space.”

Public invited to assess Santa Cruz downtown library renovation plan



Santa Cruz Public Libraries — Downtown Branch. (Dan Coyro — Santa Cruz Sentinel file)

By [JESSICA A. YORK](#) | jyork@santacruzsentinel.com | Santa Cruz Sentinel

PUBLISHED: December 12, 2019 at 4:56 pm | UPDATED: December 12, 2019 at 4:57 pm

SANTA CRUZ — While the city grapples with how — and where — it should modernize its flagship downtown library branch, a consultant’s report assessing on-site renovation options cites both difficulties and possibilities.

Friday afternoon, Jayson Architecture publicly will offer its final assessment of the costs and limitations of remodeling the Downtown Branch on-site at its existing 224 Church St. site, using some \$27 million in funds from 2016’s library facility bond Measure S.

Early next year, the city will hire a firm to conduct a similar cost estimate for an alternative project that relocates the library several blocks away and partners with city plans to build a multi-story parking garage. Public opposition to the library-garage model, proposed for an existing surface parking lot between Cathcart and Lincoln streets, led to the city reassessing its next steps. A [citizens library advisory panel](#), formed to assess the library’s future, recommended early last year that the council favor the garage-library model.

With the help of a Santa Cruz City [Council downtown library subcommittee](#), the city should decide on its library project by early 2020, according to the assessment, in order to avoid further escalation in construction costs and responsiveness to the bond’s deadlines.

In the Jayson Architecture’s report executive summary, the architect assumes a baseline \$18 million construction cost, on top of library renovation “soft costs.” To work within that budget, the remodel would need to reduce the library’s existing 42,000-square-foot space to a two-story, 32,000-square-foot facility by demolishing one-story sections around the building’s perimeter.

“Even with the reduction in square footage, the \$18 million target construction budget is a challenge,” the report’s summary states. “Subsequently, we have presented a design approach with a base level project, and a series of alternates that provide increased functionality, program, and quality. While our proposed design does provide tangible improvements in comparison to the existing aging facility, the limitations of the budget severely constrain the potential scale and quality of the project.”

The baseline remodel will offer the city “significant programmatic and layout improvements” for its library, but remains of low quality, excluding many typical modern library building elements, such as acoustic ceilings and quality finishes, according to the report. Walls would be limited to painted gypsum wallboard, with the structure and ductwork left exposed, “creating an industrial look,” the report notes.

IF YOU GO

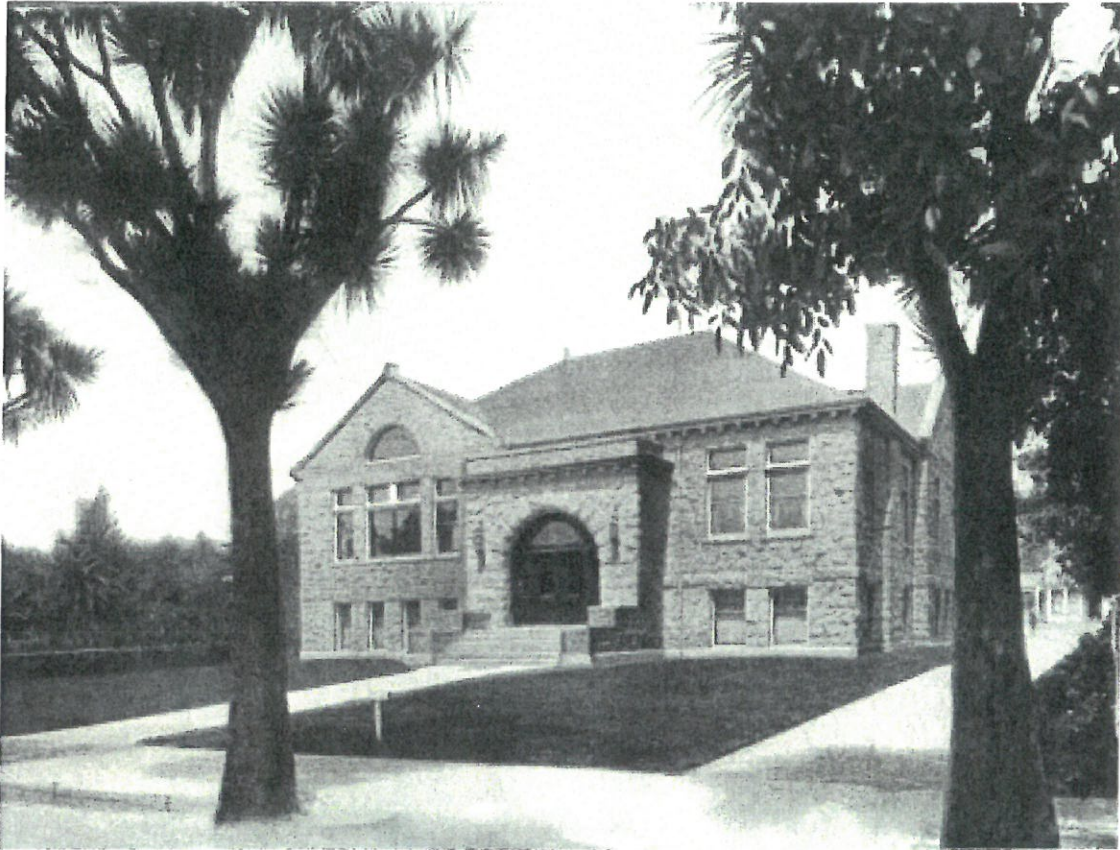
What: Downtown Library Council Subcommittee community presentation.

When: 4-5:30 p.m., Friday.

Where: Downtown Library Community Room, second floor, 224 Church St.

At issue: Santa Cruz Downtown Library Renovation Cost Assessment [Final Report](#).

Focal Point | Carnegie Library



By [SANTA CRUZ SENTINEL](#) |

December 21, 2019 at 4:00 pm

In 1904 Andrew Carnegie funded construction of a new library in Santa Cruz, located where the present central branch is today. The building was designed by Watsonville architect William Weeks, who drew the plans for many libraries and schools around California. The building was demolished in the 1960s to make way for the present library, but a near twin survives in San Luis Obispo as a historical museum. (Photo courtesy of the Capitola Historical Museum)

Santa Cruz Sentinel *Editorials*

Stephen Kessler | You want some affordable housing with that?

November 16, 2019 at 5:00 am

Remember Downtown Forward? That was the organization or civic group or marketing slogan formed a few months ago, organized by Councilwoman Cynthia Mathews, whose main purpose was to promote the mixed-use garage-library-housing thing on Lot 4 in downtown Santa Cruz.

Downtown Forward as a brand name appears to have disappeared, but perhaps its agents have just gone underground to operate independently.

In any event they have mounted their final offensive via Op-Eds and letters on this page promoting their Taj Garage, which now prominently includes “affordable housing,” everybody’s political magic words.

Originally the garage was a garage because we were told we desperately needed the parking, and to build a new library into it would save big bucks by pooling various resources. “Staff,” City Manager Martín Bernal told me, came up with this brilliant concept, no doubt because they sincerely thought it was best for the city. But a lot of local people did not agree and the idea was sent back to whatever committee rethinks bad ideas. Presto change-o! “Affordable housing” was added into the mix, and now it is neither the garage nor the library that gets top billing, but affordable housing.

I have asked before why, if we needed parking so badly, we can now sacrifice hundreds of parking spaces for floors and floors of apartments where cars were supposed to be parked. No answer has been forthcoming. But everybody loves affordable housing, so as an artificial sweetener to the garage-library we now are told to expect a lot of affordable housing besides.

The fact that the current library can be rebuilt as a fresh component of a renovated and revived Civic Center—the Civic Auditorium also to be updated and remodeled—doesn’t seem to matter to those, like Mathews (who happens to own a historic house kitty-corner from the proposed library-garage, which disqualifies her from voting as a council member but not as an orchestrator for the development), hell-bent on parking the library in a towering concrete behemoth.

Whether they can’t see the forest for the trees, or the cars for the apartments, or they’re just so fixated on their bottom line that they can’t see what’s in front of them, these well-meaning community leaders, instead of just leaving the library out of it where it belongs, have added affordable housing because who could be against that? But what exactly does “affordable housing” mean? And affordable to whom? A schoolteacher? A police officer? A restaurant worker? A hotel housekeeper? A firefighter? A store clerk? A disabled homeless person? What’s affordable to one of these might not be affordable to another. So who decides what is affordable to whom, and on what basis?

Homeless-rights activists and property-rights advocates have this much in common: they all love affordable housing. What’s not to love? It can rationalize whatever you want to do. Who finances, designs and builds such housing, and who if anyone profits, or breaks even, or writes it off, is seldom explained. The mixed-use library-housing-garage promoters have no design, no plans, no builder, no bids and no idea what their chimera will cost, and therefore they can’t honestly guarantee anything about it, least of all that it will be in any way affordable to anyone.

Staff, the city, Councilwoman Mathews and Downtown Forward should think ahead for quality of civic life and leave Lot 4 to be redesigned and developed as a public plaza, for much less money than a multi-story garage and for far lighter environmental impact; leave the library where it is and custom-rebuild it to the patrons' needs per a proposal already sketched by a prospective architect; and rebuild several stories taller the two large two-story parking structures already scheduled to be "decommissioned." Other city lots can be developed as affordable housing if creative planners and housing promoters can figure out a way to pay for it.

That means putting together deals with banks and developers and government entities that can benefit from doing good.

Stephen Kessler's column appears on Saturdays.

Stephen Kessler | Is there a 'deep city' in Santa Cruz?

November 23, 2019 at 5:00 am

Over the many years I've lived in the area, one thing that has consistently impressed me about my interactions with the County or City of Santa Cruz is that when I've called some government office or administrative department there has most often been a live human being at the other end to answer my question—not a recording with a lot of irrelevant options or layers of automated procedures. The city or county staff I've dealt with have been reliably friendly, professional, polite and helpful. Maybe it's our mild climate that contributes to this humane atmosphere, but there must be something in the institutional culture that cultivates these qualities in our local civil servants, also known (for better or worse) as bureaucrats.

I have written critically of city staff for their limited vision in promoting the poorly conceived garage-library project downtown, and surely this is not the only example of bookkeeper-like decision-making that drives our city-manager form of government. But bureaucrats and technocrats are not paid to be visionary. Their role is inherently conservative and their function is to manage government operations efficiently within existing historical, fiscal and legal guidelines—to think inside their boxes, not necessarily to innovate or brilliantly deviate from tradition.

It is politicians, in this case the city council, who are responsible for setting policy agendas, but in a town this size such politicians are typically amateurs and, whatever their political or ideological persuasion, are not conversant with the actual workings of the city. If they are not so presumptuous as to believe they know it all, they must take time to learn how things are done, and it is career staff who must educate them. The institutional memory and knowhow of the staff and the impatience and ambition of some elected officials to implement their agendas create a natural tension between these sometimes conflicting approaches to running city business.

And it is a business, with budgets and corporate structures and lines of command and authority essential for actually getting anything done. So when a newly elected council member with big ideas comes into office wanting to shake things up or quickly solve some civic problem or change policy, they are likely to collide with an institutional reality resistant to instant transformation. A smart politician will learn the process before attempting to remake local government in their own image. This learning takes time, and a four-year term is just about long enough to begin to gain an understanding not only of “the system” but of the individuals one must work with in order to accomplish anything. That’s why a veteran council member and skilled operator like Cynthia Mathews is much more politically effective than a novice like Drew Glover.

Some defenders of the “progressive” Glover, who is suffering a backlash thanks to his own aggressive behavior and is the target of a recall campaign, are convinced that there is a “deep city” of unelected career employees who conspire to thwart the kind of changes that leftist members of the council advocate. Like the president’s “deep state,” these professional administrators are vilified as some sort of sinister cabal determined to frustrate the people’s aspirations and to serve only the greedy and malicious agendas of developers and other business interests. But it is their professionalism not their politics that makes these public servants natural defenders of the status quo. Not ideology but bureaucratic inertia and the reality that social programs run on tax revenue—which is dependent on economic growth, also known as development—are what enable government to function.

Learning how the system works, and why, are preconditions of reforming policy. Four years on the council may not be enough time for such an education. And even eight years may be insufficient if one lacks the selflessness and empathy to see and appreciate career professionals as the flawed but hardworking human beings they are, and earn their trust and cooperation toward common goals.

Guest Commentary | Move Forward with library mixed use analysis

By [CASEY BEYER](#), [DEIDRE HAMILTON](#) and [ROBERT SINGLETON](#) |

November 24, 2019 at 5:00 am

We commend the City Council Downtown Library Subcommittee for issuing a Request for Proposals (RFP) for the Downtown Library, specifically an analysis of the proposed Library/Garage mixed use project option.

The Subcommittee has obtained a preliminary analysis of the costs and potential square footage that could be achieved through renovation of the existing Downtown Library. The mixed use project deserves the same attention and analysis. The City Council’s decision on the future of a

Downtown Library will have a lasting impact on both our community and library patrons. A careful review of the costs and benefits of each option is imperative.

The architects' preliminary analysis determined that the renovation of the current library would require demolition of existing exterior architectural buttresses that don't meet seismic code requirements. In addition, it would require demolition of the existing annex building, replacement of the existing heating and ventilation system, and significant asbestos abatement. All these costs occur before any new space can be built.

In addition, the renovated library would not accommodate current staff that work at the Downtown Library. These folks would need to be housed somewhere else, and could present an increased operating cost to the library, if rent free space cannot be found.

During renovation, the Library will need to provide a temporary library location to house both the collection and staff. To date, there is no current estimate for this cost (e.g., based on 2019 dollars), previous estimates have placed it at \$750,000. This cost represents 3% of the total project budget (\$28 million dollars), a significant number. Based on the presenting architect's estimate of new construction (\$1,000 per square feet), this number represents 750 square feet of additional new library space.

Based on their research, the architects estimate that most of the library programs and services would be reduced by 30% because of the renovated library's smaller footprint. The adult library collection would also shrink by 30%.

While there may be benefits to the renovation option (a children's library space, and an smaller independent community meeting room), these benefits come at a significant cost: a drastic reduction to the genealogy space, no expansion for the very limited teen space at the current library, and a reduction in computer workstations.

Based on the architect's presentation to the Library Subcommittee, it is clear that choosing to renovate the library will have significant long term program impacts: a smaller space which will result in a reduced collection and reduced space for library staff, a much smaller genealogy space, a lost opportunity to create a meaningful teen space, and reduced workspaces for kids needing a place to study and do homework after school. Is this the library that we want for our community?

When a homeowner remodels their home they understand there is a tangible and intangible cost associated with updating older buildings. Taking an existing building and converting it to a new modern space is more expensive than constructing a new building. Removing and abating all the issues of the existing building are issues that aren't part of new construction. The other factor that makes a mixed use project attractive is that the shell and supporting element are included in the cost of the building and will not be borne by the library.

Evaluating the costs and potential opportunities of a library located in a mixed use garage deserves consideration. Public, private partnerships can produce shared costs and shared benefits that do not exist in a remodeled vintage 1960s library. On its face, this alternative appears to offer significant savings for library patrons, the community and a better use of tax dollars. We commend the subcommittee's effort to provide a balanced analysis between a remodeled library and new modern mixed use project so the community can see and compare the differences. We look forward to the committee's findings.

— *Casey Beyer is the executive director of the Santa Cruz Area Chamber of Commerce. Deidre Hamilton is the chair of the Downtown Commission and Robert Singleton is the executive director of the Santa Cruz County Business Council.*

Santa Cruz Sentinel *Letters to the Editor*

Letter | Virtual reality can encourage climate change prevention

November 21, 2019 at 5:00 am

I can definitely relate to what the Santa Cruz Public Library is doing for the kids. With how technology is nowadays, it is very difficult to catch the attention of a young individual. By using virtual reality, it not only engages the interest of the youth, but also informs them of climate change. Unfortunately, there are certain individuals that are in positions of power that do not believe the effects of climate change. With that said, it is up to us, "we the people," if you will, to bring about change and provide the youth with a blueprint. The use of virtual reality to show them how beautiful the Earth can be the start of a ripple effect in preventing climate change.

— *CJ Balmaceda, San Jose*

Letter | What costs were included in library proposal?

November 23, 2019 at 5:00 am

The article about Jayson Architecture's proposal to reconstruct the existing Downtown Library at the Civic Center (Nov. 19) had one jaw-dropping phrase. It alluded to "a cost-effective recommendation" to build the library in a parking garage where the Farmers' Market is now held.

As consultants well know, any claim of cost-effectiveness hinges on what costs and what effects are included in the calculation.

Were additional yearly operational costs of a 10,000 square foot larger library included? Was the cost of sacrificing natural light by building under a parking garage included? What about the

environmental effects of thousands of tons of concrete consumed to build a parking garage? Or the opportunity costs of spending \$81 million on the garage (not counting the library) when that money could be used for more pressing needs? Or the effects of moving the market to a less desirable location? Losing 18 beautiful trees? Just asking.

— *John Hall, Santa Cruz*

Letter | Library mixed use building will use excessive concrete

November 26, 2019 at 5:00 am

I take exception to the editorial “Move Forward with Mixed-use Analysis” written by three people including Robert Singleton, a bureaucrat. As a builder of 38 years experience I have poured and worked with concrete. I am not a structural engineer, so, I asked Lars Lee at Rinne & Peterson, who pointed me to “Minimum Design Loads for Buildings and Other Structures,” when I asked him the difference in engineering amongst the three intended uses: housing, library and parking garage.

Garage construction must support 3,000 pounds per 4.5 square inch, but for library or residence 40 pounds per square foot is required.

I would think that even a casual observer could understand that building a structure for cars and using it to house books or people would result in an excessive use of concrete just to say the building is mixed use.

Additionally, cement is manufactured by coal fired furnaces, emitting CO2 to the atmosphere.

— *Lee Brokaw, Santa Cruz*

Letter | Wait for library analysis, don't spread untruths

PUBLISHED: December 3, 2019 at 6:00 am | UPDATED: December 3, 2019 at 6:07 am

Don't Bury The Library refutes the latest bundle of untruths from garage-library proponents.

There is no reduction in computer workstations, no lost opportunity to create a meaningful teen space and no reduced workspaces for kids to do homework. The opposite is true. It is false to say the proposed community meeting room is smaller.

Floor plans show the meeting room to be larger. There is no drastic reduction to the genealogy space. The architects never said that most of the library programs and services would be reduced by 30%. It is not true that current downtown library staff will have to be housed elsewhere. Floor plans show several staff areas on both floors, upgraded and more efficiently placed in a remodeled library.

Yes, a careful review of costs and benefits of each option is imperative. How about we wait for that information before spinning any more deprecating tales about the remodel.

— *Jean Brocklebank, Santa Cruz*

Letter | Compromise with library on top of structure

December 7, 2019 at 5:00 am

I have been reading about the library to be relocated in the parking area currently used for the farmers market. No one has mentioned putting the library on the top floors of this proposed garage structure with outside sitting areas, views and natural light. That will put the “mixed use” housing and parking on the lower floors. This may be a compromise that could settle the situation.

Another area of contention is where to put the farmers market. It is obvious that the existing library structure needs to be removed for seismic and environmental reasons. Could that large block be used as a city park to house the farmers market and other outdoor events? I have not seen plans mentioned on the future of that priceless property. Also, this places the park/farmers market in a more central location where housing should not be taking up that town center.

— *Tim Kensit, Santa Cruz*

Letter | Mixed use library is bigger, better plan

December 10, 2019 at 5:00 am

You may hear some ‘optimistic’ interpretations of the plans for a downtown library remodel. But not even the plan’s architects can support those interpretations. Jayson Architects state that a remodel, “while achieving significant layout improvements, is of low quality and excludes many building elements that would be typical of a modern library such as acoustic ceilings.”

The architect offers some additional “aesthetic” improvements such as adding an additional restroom, and providing some landscaping. But that only improves the library to a “low-medium quality facility and will lack many of the amenities the public has come to expect in a modern library.” And the remodel would be beyond the approved budget by more than \$7 million.

A library in a new mixed use building on Cedar Street will be bigger, better, more within our budget, and one that will make our librarians happy!

— *Vivian Rogers, Santa Cruz*

Letter | Erik’s Deli generously supports Aptos Library

December 11, 2019 at 5:00 am

Erik's Deli Cafe in Aptos has once again graciously stepped up to support the Aptos Branch library. The Friends of the Aptos Library, in partnership with Erik's, held a Dine-In Day on Nov. 11. It was the third time that Erik's had sponsored a day like this in support of the library. The generosity of Erik's and a special acknowledgement to the owner Carlos is very much appreciated. And the Friends group enjoyed a delicious lunch together. Thanks Erik's.

— *Tricia Wynne, Aptos*

Letter | Measure S budget limits size of library renovation

December 11, 2019 at 5:00 am

The recent Mesiti-Miller letter about the downtown Library cherry-picks misleading partial quotes from the final Jayson Architecture analysis, which has not yet been reviewed by the Library Subcommittee. A full reading of the report, indicates that the base renovation proposal is feasible within the city's budget, and added amenities would require further fundraising. It is limitations of the Measure S budget that constrains the size of the renovation, not the condition of the building.

There has been no comparable apples-to-apples analysis prepared for the library-in-a-garage proposal. Until that is completed and reviewed by the Subcommittee, no one knows what can be built in the ground floor of a yet to be designed parking garage, nor how much it would cost.

It would be premature and irresponsible to decide on a vaguely conceived library in a parking garage in the absence of a complete and accurate comparison of the two options.

— *Michael Lewis, Santa Cruz*

Letter | Opportunity to get better picture of renovated library

December 12, 2019 at 5:00 am

One writer's suggestion that a bigger library is a better library, runs counter to current thinking that efficiency and less resource intensive building projects, especially one constructed under five stories of a concrete parking garage, beckon the future. Bigger mental landscapes, enhanced by our digital revolution, not bigger concrete edifices, will empower our children. A bigger debt burden, bigger by \$60 million, funding a parking garage every parking expert who has presented to the city recommends against, means fewer dollars for other necessary social needs—addressing homelessness, transit and safe streets. A renovated library, built to 21st standards, more efficient, more practical, more welcoming than one entombed under a parking garage,

invites a future of possibilities not mired in the past. Please join a presentation by Jayson Architects, at 4:30 p.m. Dec 13 at the Downtown library to get a clear picture of our renovated library's potential.

— *Bob Morgan, Santa Cruz*

Letter | City and library have mishandled future plans

December 13, 2019 at 5:00 am

The city and the library have made a critical/crucial error in the handling of the Downtown Library multi-use building issues with the public. It is almost as if they wanted it to fail in the face of hysterical uninformed opposition. I have not seen architectural renderings for a healthy space of the proposed new building.

The opposition has been able to frame the argument around dark, dank, mine-like settings for library services buried in a cloud of automobile exhaust fumes.

We now know that existing funds cannot successfully retrofit the old building.

The city can and should augment the cost of a new building but not without some return to the public good: eg apartments and off street parking.

But, without any visual plans, those opposed to a mixed use building can make all the bizarre assertions they want about the lack of benefits and negative outcomes to the community.

— *Johanna Bowen, Santa Cruz*

Santa Cruz Sentinel *Name Dropping*

By [SANTA CRUZ SENTINEL](#) |

November 24, 2019 at 3:30 pm

History honors

The James Dolkas/Karl Mertz Memorial Fund honors individuals who make an impact on the history of the Santa Cruz/Monterey Bay Area.

On Nov. 13, honors were awarded to:

- The city of Santa Cruz Historic Preservation Commission for interpretative signage on West Cliff Drive commemorating the Wave Motor 1898-1910.

- Stan Stevens for his book project: In the matter of the investigation of charges against Honorable Lucas Flattery Smith (Judge of the Superior Court of the County of Santa Cruz, State of California), praying for his Impeachment, 1905.
- The Aptos History Museum for its project to add more than 70 history articles to the museum's website and linking them to the Santa Cruz Public Library's website.

Student designs library cards December 14, 2019 at 2:30 pm



The winning library card design of Chiara Rojas, 10, of Holy Cross Elementary School.

The Santa Cruz Public Libraries announced that Holy Cross Elementary School 5th-grade student Chiara Rojas is the winner of the children's Library Card Design Contest.

The winning design, titled "Dive Into a Book" will be available as a Santa Cruz Public Library library card beginning in January.

Seven runners-up were also chosen by a panel of judges, and those designs will be available as bookmarks in January as well. Runners-up include:

- Kendra Zuniga, Live Oak Elementary School, age 9, for "Santa Cruz to Me."
- Lucia Hundall-Saez, Mountain Elementary School, age 11, for "A PPPrfect Book."

- Jessica Dunn, Baymonte Elementary School, age 10, for “Happy Library.”
- Dayton Dvorak, Orchard School, age 9, for “Santa Cruz Ocean.”
- Natalie Salerno, New Brighton Middle School, age 11, for “The Magic of Reading.”
- Maya Huet, Gault Elementary School, age 9, for “Read.”
- Nico Shulman, Santa Cruz Gardens School, age 11, for “Reeeee!!!”

The Santa Cruz library will host a celebration party for all the winners from 3-5 p.m. Jan.11 at the Downtown Branch Library, 224 Church St. Refreshments will be provided.

Santa Cruz Sentinel *Coastlines*

Legally Speaking series offers estate-planning information session | Coast Line

November 17, 2019 at 6:15 am

SCOTTS VALLEY

Emily Buchbinder, an estate planning and tax attorney in Santa Cruz, is scheduled to host an estate-planning information session 6-7:30 p.m. Thursday at the Scotts Valley Library, 251 Kings Village Rd. Part of the Legally Speaking series, the event will cover probate and trusts, including who needs a trust, benefits of trusts, and the decisions made when creating a trust. Buchbinder will also discuss assets and property taxes.

Buchbinder is an estate planning and tax attorney and also practices in the area of estate administration, probate, taxation and business law. She is the chairperson of the Santa Cruz County Bar Estate Planning Council. She serves on the board of the Community Foundation of Santa Cruz County and the Santa Cruz Cancer Benefit Group.

Legally Speaking is a free monthly series of discussions with Q&A on various legal and financial life event topics.

Coast Line: Gail Burk to address genealogical society

December 15, 2019 at 4:00 pm

SANTA CRUZ

The Genealogical Society of Santa Cruz County will host a lecture by Gail Burk from 1-3 p.m. Jan. 7 at the Santa Cruz Downtown Public Library, 224 Church St.

Burk, who will be talking about “Writing about Relatives,” will lead a hands-on workshop to entice genealogists to begin writing the stories of their people. The lecture is free.

For information, call 831-427-7707, ext. 5794 or visit scgensoc.org.

Coast Line | Age Well, Drive Smart class offered Jan. 17 in Aptos

December 22, 2019 at 4:00 pm

APTOS

Age Well, Drive Smart class offered

The California Highway Patrol’s next Age Well, Drive Smart Senior driver education class is scheduled for 10 a.m. to 1 p.m. Jan. 17 at Aptos Branch Library, 7695 Soquel Drive.

Age Well, Drive Smart class was developed to assist senior drivers, 65 years of age and older, to continue to drive safely. This class is free and taught by a CHP officer and co-taught by a CHP senior volunteer.

The curriculum addresses such topics as aging and its effects on safe driving, maintaining good physical health, self-assessment and more.

For information, call 831-662-0511.

Santa Cruz Sentinel *Business Digest*

Business Digest: Reverse mortgage event set for Jan. 30

December 27, 2019 at 3:00 pm

APTOS

Reverse mortgage event set for Jan. 30

Reverse mortgage consultant Marina Watts will have a reverse mortgage information event from noon to 1:30 p.m. Jan. 30 at the Aptos Public Library, 7695 Soquel Drive. Attendees may get their reverse mortgage questions answered.

Free. To RSVP, call 831-535-9760.

Santa Cruz Sentinel *Calendar*

PUBLISHED: November 29, 2019 at 11:59 am | UPDATED: November 29, 2019 at 12:00 pm

APTOS

Start Smart course scheduled for Dec. 16

The California Highway Patrol is offering new driver education course for new drivers and their parents. The next Start Smart class will be taught from 6-8 p.m. Dec.16 at the Aptos Branch Library, 7695 Soquel Drive.

Start Smart is aimed at helping newly licensed — or soon to be licensed — teenage drivers aged 15 to 19.

The class is free. For information, call 831-662-0511 as the class fills quickly.

Reviews

Library branches are frequently reviewed and rated on sites like Yelp, Google+, and Facebook.

Google+ Reviews

Downtown received a 5 Star Review on November 19

The folks here are great, smart, attentive and all around pleasant to all of their patrons. Highly recommended.

Yelp Reviews

Live Oak received a 5 Star Review on November 19

Well organized library, great kids programs and area for them to read and play. Staff is helpful and patient with kids. My boys love coming here to read, play and the computers in the kids area have educational, engaging age appropriate games which help them learn not only to use a computer but also teach some fun concepts. Parking is a plus and many people love to feed the ducks outside.

Scotts Valley received a 4 Star Review on December 4

This is one of the better libraries in the area with an especially good children's section. Parking can be more interesting then you'd want sometimes. The lot is one way-no matter how many times people try to come in off bluebonnet road it never works- and on Saturdays when the farmers market is in session or on public transit heavy days (it's across the street from the metro station connecting to San Jose, Santa Cruz, and Felton among

other places/routes. The lot is also free and has no time limits unlike the bus station parking) it'll be nearly full, giving you the choice of taking the first available spot far away from the front doors or going closer on that one way drive for a closer spot that may not be open. If you try for the closer option-and there isn't any open spot you enjoy a lovely round the block excursion to try again. Good times. Not a factor if you just take the bus. Very easily accessible via public transit. Anmywhoo once you get parked and in this is a very useful library. Large (for the area. Doesn't compare well to other cities, but what can ya do?) collection of good stuff to read, nice artsy decor, lots of natural light, nooks all over to be comfy in, tons of public access computers, great noise insulated meeting rooms, and the largest children section in the local library system. The children's section is a real standout. Fully visible from the rest of the branch so's you can get some adulting done while keeping an eye on things, and there is lots of animal scuptures/kid sized benches/seats. Mind you this at times that you'll hear children instead of seeing them, but any area library isn't going to be a silent sanatorium these days what with people taking marketing calls, arguing with their deaf spouse what left the hearing aid off (on purpose I suspect) and the general lack of awareness that marks public spaces these days. Even with that though this is overall a very useful community resource and just a great library to visit.

Chair Carlos Palacios
Vice Chair Jamie Goldstein
Board Member Martin Bernal
Board Member Tina Friend



STAFF REPORT

DATE: January 9, 2020
TO: Library Joint Powers Authority Board
FROM: Kira Henifin, Principal Management Analyst
RE: Accept and Authorize Transfer of Funds

RECOMMENDATION

Accept and authorize the transfer of funds from FSCPL to the County of Santa Cruz for the Felton Branch Library and Nature Discovery Park in the amount of \$49,000.

DISCUSSION

The Friends of the Santa Cruz Libraries (FSCPL) ran a fundraising campaign for the Felton Library and Nature Discovery Park over the past two years. The Friends would now like to transfer the monies to the County of Santa Cruz for its intended purpose which is to support the discovery park adjacent to the Felton Branch Library.



SANTA CRUZ
PUBLIC LIBRARIES

December 4, 2019

Friends of the Santa Cruz Public Libraries

P.O. Box 8472

Santa Cruz, CA 95061

Dear Vivian Rogers:

The Friends of the Santa Cruz Public Libraries have run a fundraising campaign for the Felton Library and Nature Discovery Park for the past two years. I am requesting that the Board approve the release of \$49,000 from this account to be allocated to Santa Cruz County to allow the completion of the Park prior to the Grand Opening of the Library.

Sincerely,

Susan Nemitz

Director of Libraries

SN/hs

Chair Carlos Palacios
Vice Chair Jamie Goldstein
Board Member Martin Bernal
Board Member Tina Friend



STAFF REPORT

DATE: January 9, 2020
TO: Library Joint Powers Authority Board
FROM: Kira Henifin, Principal Management Analyst
RE: Accept and Authorize Transfer of Funds

RECOMMENDATION

Accept and authorize the transfer of funds from FSCPL to SCPL for use at the Felton Branch Library in the amount of \$52,740.

DISCUSSION

The Community Foundation and other private fundraising raised \$52,740 for the Felton Branch Library. The Friends would now like to transfer the monies to the County of Santa Cruz for its intended purpose which is to support the Felton Branch Library.



SANTA CRUZ
PUBLIC LIBRARIES

January 4, 2020

Friends of the Santa Cruz Public Libraries

P.O. Box 8472

Santa Cruz, CA 95061

Dear Vivian Rogers:

The Community Foundation and other private fundraising efforts have resulted in \$52,740 donations for the Felton Library. I am requesting that the Board approve the release of \$52,740 from the FSCPL account to be allocated to SCPL for the Felton Branch.

Sincerely,

A handwritten signature in black ink that reads "Susan M. Nemitz". The signature is fluid and cursive, with a large loop at the end of the last name.

Susan Nemitz

Director of Libraries

SN/hs

Chair Jamie Goldstein
Vice Chair Martin Bernal
Board Member Carlos Palacios
Board Member Tina Friend



STAFF REPORT

DATE: January 9, 2020
TO: Library Joint Powers Authority Board
FROM: Kira Henifin, Principal Management Analyst
RE: Annual Sole Source Vendor Purchasing Approvals

RECOMMENDATION

Approve sole source vendor list for purchases made which exceed \$100,000 annually.

DISCUSSION

The City of Santa Cruz, Finance Department, has a policy that purchases made over \$100,000 need to be approved by the governing body. The limit is set at \$100,000 for one-time purchases and/or cumulative purchases throughout the fiscal year.

The following is a list of vendors who are considered a sole source vendor for the products they provide to the library system.

Baker & Taylor

Baker and Taylor provides high quality MARC catalog records which are superior to any other vendor.

Midwest Tape

Midwest Tape provides content that is not available from other vendors due to exclusive rights with production studios and specific publishing houses. Midwest Tape also provides Hoopla. Hoopla provides digital content (audiobooks, ebooks, music, movies, television, and graphic novels) in a model that allow simultaneous use for patrons (no waiting lists).

Recorded Books

Recorded Books holds exclusive rights with several authors and publishers to record printed material into an audio format. Recorded Books is the largest independent publisher of unabridged audiobooks and provider of digital media to libraries. Recorded Books provides free MARC records, free processing, and free replacement discs for lost or damaged audio CDs.

Gov Connection

GovConnection provides the Library with customized local government technology solutions. With GovConnection, we purchase technology solutions under the NASPO-WASC contract, ensuring the lowest possible prices. Purchasing with GovConnection also streamlines purchasing and reporting, in addition to cost-savings via government contracts.

Califa Group

The Library is a member of the Califa Group. The Califa Group is a nonprofit library membership consortium of more than 220 libraries and is the largest library network in California. Califa brokers and facilitates the procurement of library products, and manages master contracts and pricing agreements with publishers and vendors. Their mission is to provide cost effective delivery of services, program, and products through a membership network of California libraries.

Overdrive

Overdrive has an extensive catalog of new and high interest digital audiobooks and ebooks. The majority of the ebooks are available in Kindle format which makes this vendor unique and valuable.

Chair Jamie Goldstein
Vice Chair Martin Bernal
Board Member Carlos Palacios
Board Member Tina Friend



STAFF REPORT

DATE: January 9, 2020
TO: LJPA Board of Directors
FROM: Susan Nemitz, Library Director
RE: Annual Election of Board Chair and Board Vice-Chair

RECOMMENDATION

That by motion the Board elects the Calendar year 2020 Board Chair and Vice-Chair as the City of Capitola and City of Santa Cruz respectively.

DISCUSSION

Staff Report presented in 2016 by the former LFFA Interim Executive Director Marcus Pimentel is attached for reference.

Attachment:

Staff Report from January 14, 2016



STAFF REPORT

AGENDA: January 14, 2016
DATE: January 5, 2016
TO: Library Facilities Financing Authority (LFFA) Board of Directors
FROM: Marcus Pimentel, Interim Executive Director
SUBJECT: Item 6.a. –Annual election of Board Chair and Board Vice-Chair

RECOMMENDATION

That by motion the Board elects the Calendar year 2016 Board Chair and Vice-Chair as the City of Capitola and City of Santa Cruz respectively.

BACKGROUND

The LFFA agreement requires that at the first meeting of January the Board shall elect a Chair and a Vice-Chair. The Chair is the presiding officer and shall sign all contracts of the LFFA unless otherwise provided by a Board resolution.

DISCUSSION

At the LFFA’s first meeting in January 2015, the Board established a rotation schedule that would set for 2016 the City of Capitola as the Chair and the City of Santa Cruz as the Vice-Chair. The rotation for 2016 and the next 4 years are as follows:

<i>Year</i>	<i>Chair</i>	<i>Vice-Chair</i>
2016	City of Capitola	City of Santa Cruz
2017	City of Santa Cruz	City of Scotts Valley
2018	City of Scotts Valley	County of Santa Cruz
2019	County of Santa Cruz	City of Capitola
2020	City of Capitola	City of Santa Cruz

Prepared and approved by:
Marcus Pimentel
Interim Executive Director

ATTACHMENTS:
None

Chair Jamie Goldstein
Vice Chair Martin Bernal
Board Member Carlos Palacios
Board Member Tina Friend



STAFF REPORT

DATE: January 9, 2020
TO: Library Joint Powers Authority Board
FROM: Kira Henifin, Principal Management Analyst
RE: FY 2020/21 Budget Assumptions for Draft Proposal

RECOMMENDATION

Review and discuss budget assumptions for FY 2020/21.

DISCUSSION

The Santa Cruz Public Libraries is beginning work on the FY 2020/21 operating budget. Our main focus for this upcoming year is to continue to provide excellent service and programming for the community while managing the Measure S building projects throughout the County.

Revenue

There are no changes to the revenue assumptions. The library continues to budget with two main revenue streams, sales tax and maintenance of effort (MOE). The LFA forecast for the coming year has sales tax increasing by 2.38% (\$197,853) and MOE increasing by 1.22% (\$70,000).

Expenditures

The following areas are changes the library system would like to incorporate into the FY 20/21 operating budget.

1. Personnel: Job Reclassifications

The Library would like to start preparing for a study of the current job classifications throughout the library system. The study would focus on the possibility of consolidating job classifications in order to give the library system more flexibility in work and job assignments.

This effort will most likely take the year to complete and the study would be brought back to the LJPB for discussion. The cost implications are unknown at this time.

2. Facility Operations and Maintenance

The Library is moving forward with planning and budgeting for its on-going capital improvements and facility maintenance repairs for all 10 library branches including the Headquarters facility.

As discussed in the previous year's budget, the Library plans to increase this budget line by \$50,000 each year until the line item reaches \$400,000.

3. Library Materials: Books and Periodicals

The Library would like to increase its materials budget in anticipation of increased use of the libraries.

4. Eliminating Fines

The Library would like to mirror other national libraries by eliminating fines for patrons. Patrons would still be responsible for replacement costs and the library would continue to charge fees for services such as ILL, room rental and photocopying. Fines account for less than 1% of the Library's revenues.

More information about this initiative will be forthcoming in the budget process.

Chair Jamie Goldstein
Vice Chair Martin Bernal
Board Member Carlos Palacios
Board Member Tina Friend



STAFF REPORT

DATE: January 9, 2020
TO: Library Joint Powers Authority Board
FROM: Kira Henifin, Principal Management Analyst
RE: FY 2019/2020 Mid-Year Hire Authorization

RECOMMENDATION

Authorize mid-year hires for the Capitola Library opening.

DISCUSSION

At the time of the FY 19/20 budget approval, the Library approved the addition of 5.0 FTE to help support the new Capitola and Felton Library Branch openings. The Board authorized the hire of 2.5 FTE for the Felton Library and asked that the Library come back to have the other 2.5 FTE for Capitola authorized for hire.

The Library would like to ask the Board to now authorize the hiring of the 2.5 FTE for the Capitola Branch Library. Authorizing these hires will allow these new staff members to be recruited and on boarded prior to the branch opening. This will help to ensure the staff have time to help set up the branch, prepare necessary programming and train on the new systems being installed at the branch.

In order to get unanimous approval from the Board, the Library is recommending that the 2.5 FTE being hired for Capitola be done as a temporary overhire. This would bring the total FTE count to 97.83 (from 95.33). The 2.5 FTE being added to the library's overall FTE would be temporary, and would adjust back down to 95.33 FTE over the next 12 months. This would happen through employee resignations/terminations that would go unfilled. The unfilled positions would adjust the total back down to the goal of 95.33 FTE system wide.

STAFF REPORT

AGENDA: December 5, 2019

TO: Library Joint Powers Authority Board

FROM: Travis Cary, Director of Capital Projects for the County of Santa Cruz

SUBJECT: Felton Branch Library Lease Agreement

RECOMMENDATION

Approve the attached lease between the County of Santa Cruz and Santa Cruz Public Libraries for the Felton Branch Library facility located at 6121 Gushee Street, Felton (APN 065-073-03).

DISCUSSION

The construction of the Felton Branch Library is proceeding on schedule and on budget and will be ready for occupancy by the Santa Cruz Public Libraries (SCPL) in January 2020. A lease agreement between the County and SCPL is required to support occupancy of the building. The attached lease agreement includes terms that are substantially similar to the draft lease terms for jurisdiction-owned library sites as considered by the SCPL Board on March 7, 2019, and are summarized for this specific lease as follows:

- **Term:** Initial term of 10.5 years, January 1, 2020 through June 30, 2030.
- **Extensions:** Two 10-year options.
- **Rent:** \$1 / year.
- **Utilities:** SCPL responsible for all utility charges.
- **Maintenance:** SCPL responsible for custodial, landscaping maintenance, and minor building and systems maintenance and repairs up to \$5,000 per item, with annual cap of \$10,000. County to provide for major capital maintenance and repairs exceeding \$5,000 (see Article 10 of lease for additional details).
- **Modification:** Lease may be amended with mutual written agreement.

The County Board of Supervisors will consider the lease on December 10, 2019.

6121 GUSHEE STREET #340

FELTON BRANCH LIBRARY - 6121 GUSHEE STREET

APN 065-073-03 (PORTION)

LESSOR: COUNTY OF SANTA CRUZ, a political subdivision of the State of
California

LESSEE: SANTA CRUZ PUBLIC LIBRARIES, a Joint Powers Authority

**LEASE AGREEMENT
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LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into effective as of January 1, 2020 ("Commencement Date"), by and between the COUNTY OF SANTA CRUZ, a political subdivision of the State of California ("County" or "Lessor"), and Santa Cruz Public Libraries, a Joint Powers Authority. ("Lessee").

IN CONSIDERATION OF THE RENTS AND COVENANTS hereinafter set forth, the County hereby leases to Lessee, and Lessee hereby leases from County, the Premises described below upon the following terms and conditions:

ARTICLE 1 PREMISES

The Premises ("Premises") consist of that certain real property described as follows: The entire approximately 8,990 square foot building located on a 27,282 square foot portion of assessor parcel number 065-073-03 known as 6121 Gushee Street, Felton, CA, along with appurtenances. All of said leased real property is described and identified more fully in Exhibit "A" attached hereto and by this reference incorporated herein.

ARTICLE 2 TERM

2.1 Term. The Term of this Lease shall commence up on execution by all parties hereto, and shall expire at 11:59 PM on December 31, 2025.

2.2 Extension. The Term of this Lease may only be extended by written amendment of this Lease executed by all parties hereto.

ARTICLE 3 RENT

3.1 Base Annual Rent. Rent shall be \$5.00 (five dollars) for the entire Term of this Lease.

3.2 INTENTIONALLY OMITTED

3.3 Delivery of Rent Payments. All rent due under this Lease shall be made payable to the County of Santa Cruz, and shall be considered paid when delivered to:

COUNTY OF SANTA CRUZ

Department of Public Works – Real Property
701 Ocean Street, Room 410
Santa Cruz, CA 95060

County may, at any time, by written notice to Lessee, designate a different address to which Lessee shall deliver the rent payments. County may, but is not obligated to, send rent invoices to Lessee.

3.4 Due Date of Rent: Rent for this Lease shall be due and payable upon execution hereof.

3.5 Failure to Pay Base Rent or Additional Rent; Late Charge.

Failure to pay rent constitutes a material breach of this Lease.

3.6 Termination. Either party may terminate this Lease at any time, for any reason, by giving one hundred and eighty (180) days written notice to the other party.

ARTICLE 4 SECURITY DEPOSIT

No security deposit is required under this Lease.

ARTICLE 5 POSSESSION AND USE

5.1 Permitted Uses. Lessee shall use the Premises solely to provide public library services. No one other than Lessee, its agents, volunteers and employees, or any sublessee of Lessee approved by County as provided in Article 13, "Assignment and Subletting," below, is permitted to use the Premises for the purposes described herein, and Lessee shall be fully responsible for the activities of its agents, volunteers and employees and sublessees, if any, on the Premises.

5.2 Duties and Prohibited Conduct. Where Lessee is reasonably in doubt as to the propriety of any particular use, Lessee may request the written determination of County's Lease Administrator that such use is or is not permitted, and Lessee will not be in breach or default under this Lease if Lessee abides by such determination. Notwithstanding the foregoing, however, Lessee shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance. Lessee shall, at Lessee's expense, comply promptly with all applicable statutes, laws, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the term, regulating the use by Lessee of the Premises.

Lessee shall not use, or permit any person or persons to use, the Premises for the sale or

display of any goods and/or services, which, in the sole discretion of County, are inconsistent with the permitted uses of the Premises pursuant to this Lease. Lessee shall keep the Premises, and every part thereof, in a decent, safe and sanitary condition, free from any objectionable noises or odors, except as may be typically present for the permitted uses specified above.

5.3 Compliance with Stormwater Laws. Lessee's use of the Premises is subject to federal, state and local laws regarding the discharge into the stormwater conveyance system of pollutants. Compliance with these laws may require Lessee to develop, install, implement and maintain pollution prevention measures, source control measures and Best Management Practices ("BMPs"). Lessee further agrees to develop, install, implement and/or any BMPs or similar pollution control devices required by federal, state and/or local law and any implementing regulations. Any costs associated with such installations will be handled consistent with other maintenance and repair costs as outlined in Article 10.

Lessee understands and acknowledges that the storm water and non-storm water requirements applicable to Lessee's use of the Premises may be changed from time to time by federal, state and/or local authorities, and that additional requirements may become applicable based on changes in Lessee's activities or development or redevelopment by Lessee or County. To the extent there is a conflict between any federal, state, or local law, Lessee shall comply with the more restrictive provision. If County receives any fine or fines from any regulatory agency as a result of Lessee's failure to comply with applicable storm water laws as set forth in this Article, Lessee shall reimburse County for the entire fine amount.

ARTICLE 6 UTILITIES

6.1 Utility Services. Lessee agrees to provide and pay for all of the utilities and services necessary for the occupancy and use of the Premises, including, but not limited to water, gas, electricity, garbage collection, sewage charges or septic service, and telephone, and for all connection charges. County shall have no responsibility either to provide or pay for such services.

6.2 Energy Conservation by Lessee. Lessee shall endeavor to promote energy conservation measures in the operation of all activities at the Lease Premises. Lessee shall cooperate with the Landlord in all forms of energy conservation including energy-efficient lighting, heating and air-conditioning systems, and fixtures and equipment. Lessee shall comply with all existing and newly-enacted laws, by-laws, regulations, etc., relating to the conservation of energy. Lessee shall comply with all reasonable requests and demands of the Landlord pertaining to the installation and maintenance of energy conservation systems, fixtures, and equipment installed by the Landlord.

6.3 Energy Conservation by County. County is required to comply with all laws and regulations requiring the installation of energy-efficient systems, fixtures, and equipment at County buildings and facilities. In accordance with all laws and regulations and this Lease; Lessee shall maintain or repair, or cause to maintain or repair, the building, and related systems in

accordance with current energy conservation standards.

ARTICLE 7
MECHANICS' LIENS

Lessee shall pay, or cause to be paid, all costs for work done by it, or caused to be done by it, on the Premises, and for all materials furnished for or in connection with any such work. If any lien is filed against the Premises, Lessee shall cause the lien to be discharged of record within ten (10) days after it is filed. Lessee shall indemnify, defend and hold County harmless from any and all liability, loss, damage, costs, attorneys' fees and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished for Lessee or persons claiming under Lessee.

ARTICLE 8
SECURITY

Lessee shall be responsible for and shall provide for the security of the Premises.

ARTICLE 9
TAXES, ASSESSMENTS AND FEES

9.1 Responsibility for Payment of Taxes and Assessments. County shall not be obligated to pay any taxes or assessments accruing against Lessee on the Premises or any interest of Lessee therein before, during or after the Term, or any extension thereof; all such payments shall be the sole responsibility of Lessee. In addition, Lessee shall be solely responsible for payment of any taxes or assessments levied upon any Improvements, Fixtures or Personal Property located on the Premises, to the extent that such taxes or assessments result from the business or other activities of Lessee upon, or in connection with, the Premises.

9.2 Definition of Taxes. As used herein, the term "taxes" means all taxes, governmental bonds, special assessments, Mello-Roos assessments, charges, rent income or transfer taxes, license and transaction fees, including, but not limited to, (i) any state, local, federal, personal or corporate income tax, or any real or personal property tax, (ii) any estate inheritance taxes, (iii) any franchise, succession or transfer taxes, (iv) interest on taxes or penalties resulting from Lessee's failure to pay taxes, (v) any increases in taxes attributable to the sale of Lessee's leasehold interest in the Premises, or (vi) any taxes which are essentially payments to a governmental agency for the right to make improvements to the Premises.

9.3 INTENTIONALLY OMITTED.

ARTICLE 10
REPAIRS; MAINTENANCE

10.1 Acceptance of Premises. Lessee acknowledges that Lessee has made a thorough inspection of the Premises prior to the Commencement Date of this Lease, and that it accepts the Premises as of the Commencement Date in their condition at that time. Lessee further acknowledges that County has made no oral or written representations or warranties to Lessee regarding the condition of the Premises, and that Lessee is relying solely on its inspection of the Premises with respect thereto.

10.2 Tenant Improvements. Lessee shall not make or allow to be made any alterations, physical additions or improvements in or to the Premises, including but not limited to works of an artistic nature permanently affixed to or modifying Premises, without first obtaining the written consent of County, which consent may in the sole and absolute discretion of County be denied. County's failure to respond in writing to Lessee's request for any alterations, physical additions or improvements within fifteen (15) days of receipt thereof shall be deemed County's disapproval of such request. Any alterations, physical additions or improvements to the Premises made by or installed by either party hereto shall remain upon and be surrendered with the Premises and become the property of County upon the expiration or earlier termination of this Lease without credit to Lessee; provided, however, County, at its option, may require Lessee to remove any physical improvements or additions and/or repair any alterations in order to restore the Premises to the condition existing at the time Lessee took possession, all costs of removal and/or alterations to be borne by Lessee. This clause shall not apply to moveable equipment, furniture, moveable decorations not permanently affixed to or modifying Premises, or moveable trade fixtures owned by Lessee, which may be removed by Lessee at the end of the term of this Lease.

10.3 Lessee's Repair and Maintenance Obligations. Lessee shall at all times from and after the Commencement Date, repair and maintain the Premises in good and tenantable condition, and coordinate minor maintenance and repair as delineated in this Article. Lessee shall also exercise reasonable care and maintain appropriate temperature within the buildings that constitute part of this Lease to prevent burst pipes.

10.4 Minor Maintenance and Repairs. Lessee is responsible for, at its sole cost and expense and without cost to the County, performing all minor maintenance and repairs for the Premises. Minor maintenance and repairs are defined as any and all maintenance or repairs, costing up to a maximum of \$10,000 per item, and with an annual cap of \$50,000, necessary to maintain the Premises in good and tenantable condition, and shall include but not be limited to: custodial services, maintenance of grounds and landscaping, and maintenance and repair of: the roof, fencing, the heating, ventilation and air conditioning (HVAC) system; mechanical and electrical systems; all meters, pipes, conduits, equipment, components and facilities (whether or not within the Premises) that supply the Premises exclusively with utilities (except to the extent the appropriate utility company has assumed these duties); all fixtures and other equipment installed in the Premises; all exterior and interior glass installed in the Premises; all signs, lock and closing devices; all interior window sashes, casements and frames; doors and door frames (except for the painting of the exterior surfaces thereof); floor coverings; and all such items of repair, maintenance, alteration, improvement or reconstruction as may be required at any time or from time to time by a governmental agency having jurisdiction thereof. Lessee's obligations hereunder

shall apply regardless of whether the repairs, restorations and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or noncapital, or the fault or not the fault of Lessee, its agents, employees, invitees, visitors, sublessees or contractors. All replacements made by Lessee in accordance with this Section shall be of like size, kind and quality to the items replaced and shall be subject to County's approval, which shall be timely and not unreasonably withheld. Lessee shall utilize its own maintenance staff or outside contractors, however, Lessee shall only use appropriately licensed staff or contractors for any item requiring a building permit. Lessee agrees to maintain, perform and pay for all "Advanced Septic Management System" maintenance and agency reporting consistent with owner's manual provided by County to Lessee at the commencement of the Term. The expenses incurred for septic, custodial, landscaping and other recurring maintenance operational activities are not eligible to be applied towards the \$10,000 or \$50,000 limits listed above.

10.4 Major Maintenance and Repairs. County is responsible for, at its sole cost and expense and without cost to Lessee, performing all major maintenance and repairs for the Premises. Major maintenance and repairs are defined as any and all maintenance or repairs, costing more than \$10,000 per item, necessary to maintain the Premises in good and tenantable condition. Examples include but are not limited to: painting of building exterior; repair and resurfacing of parking areas; structural repairs involving foundation, exterior walls and bearing walls; and major repair or replacement of failed roof, gutters, downspouts, HVAC system, unexposed plumbing and electrical, fire sprinkler system, septic system, fencing, and fire alarm system.

For all major maintenance that cannot be completed by the County and upon approval from County, Lessee shall contract for services, in concurrence with County purchasing policies and procedures. All proposed work shall be approved by the County, such approval shall be timely and not unreasonably withheld. Lessee will be reimbursed by County for direct costs of the approved facility improvements and major maintenance repairs.

Upon surrender of the Premises, Lessee shall deliver the Premises to County in good order, condition and state of repair, but shall not be responsible for damages resulting from ordinary wear and tear or for improvements to the premises beyond those provided for in Article 10.9.

Lessee shall provide for trash removal, at its expense, and shall maintain all trash receptacles and trash areas in a clean, orderly and first-class condition.

10.5 Emergency Repairs of Critical Systems. If a problem develops within the HVAC equipment, plumbing, electrical, drainage or other critical building system that if left unrepaired for any length of time could reasonably impact the health or safety of the occupants, or the continued occupancy of the Premises, Lessee will immediately contact the County Facility Liaison to report the problem. If the problem falls under minor maintenance or repairs, Lessee shall proceed under the guidelines of Article 10.3. If Lessee is unable to quickly resolve the problem using Lessee's maintenance staff or outside contractors, Lessee shall contact County Facilities Liaison who shall arrange for repairs to be completed by the County or assist Lessee with identifying an outside contractor that can complete the work. If the problem falls under major maintenance or repairs, Lessee and County shall proceed under the guidelines of Article 10.4.

10.6 Lessee's Failure to Maintain. If Lessee refuses or neglects to repair, replace, or maintain the Premises, or any part thereof, in a manner reasonably satisfactory to County, County may, upon giving Lessee reasonable written notice of its election to do so, make such repairs or perform such maintenance on behalf of and for the account of Lessee. If County makes or causes any such repairs to be made or performed, as provided for herein, Lessee shall pay the cost thereof to County, as additional rent, promptly upon receipt of an invoice therefore.

10.7 Right to Enter. Lessee shall permit County, or its authorized representatives, to enter the Premises at all times during usual business hours to inspect the same, and to perform any work therein that (a) may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, (b) County may deem necessary to prevent waste or deterioration in connection with the Premises if Lessee does not make, or cause to be made, such repairs or perform, or cause to be performed, such work promptly after receipt of written demand from County, and (c) County may deem necessary in connection with the expansion, reduction, remodeling, protection or renovation of any County-constructed or owned facilities on or off of the Premises. Nothing herein shall imply any duty on the part of County to do any such work which, under any provision of this Lease, Lessee may be required to do, nor shall County's performance of any repairs on behalf of Lessee constitute a waiver of Lessee's default in failing to do the same. If County exercises any of its rights under this Section, Lessee shall not be entitled to any compensation, damages or abatement of rent from County for any injury or inconvenience occasioned thereby.

10.8 INTENTIONALLY OMITTED.

10.9 INTENTIONALLY OMITTED.

ARTICLE 11 INDEMNITY AND INSURANCE

11.1 Lessee's Indemnity. County shall not be liable for, and Lessee shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Lease and arising either directly or indirectly from any act, error, omission or negligence of Lessee or its contractors, licensees, agents, volunteers, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Lessee shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is caused by the sole negligence or willful misconduct of County Parties.

11.2 County's Indemnity. County shall defend and indemnify Lessee and hold it harmless from and against any Claims related to this Lease that arise solely from any act, omission or negligence of County Parties.

11.3 Lessee's Insurance Obligations. Without limiting Lessee's indemnification obligations to County under this Lease, Lessee shall provide and maintain, during the Term and for such other period as may be required herein, at its sole expense, insurance in the amounts and form specified in Exhibit "B," attached hereto.

11.4 County's Insurance Obligations. County maintains a policy of All-Risk Insurance covering the County's personal property in the Premises, including any fixtures or equipment in the Premises owned by County. The County utilizes a program of self-funding with regard to any liability it may incur for personal injury or property damage arising out its use or occupancy of the Premises.

ARTICLE 12 HAZARDOUS MATERIALS

12.1 Hazardous Materials Laws-Definition. As used in this section, the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C., 1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C., 6901 et seq.), and the California Environmental Quality Act of 1970, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises, soil and ground water conditions or other similar substances or conditions.

12.2 Hazardous Materials - Definition. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that:

- a. Is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;
- b. Is controlled, referred to, designated in or governed by any Hazardous Materials Laws;
- c. Gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws; or
- d. Is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Hazardous Materials Law.

12.3 Lessee's Representations and Warranties. Lessee represents and warrants that,

during the Term or any extension thereof, or for such longer period as may be specified herein, Lessee shall comply with the following provisions unless otherwise specifically approved in writing by County's Lease Administrator:

a. Lessee shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Premises by Lessee, its agents, employees, sublessees, assigns, contractors or invitees, except as required by Lessee's permitted use of the Premises, as described in Section 5.1, "Permitted Uses."

b. Any handling, transportation, storage, treatment or usage by Lessee of Hazardous Materials that is to occur on the Premises following the Commencement Date shall be in compliance with all applicable Hazardous Materials Laws.

c. Any leaks, spills, release, discharge, or emission of Hazardous Materials caused by Lessee, or disposal of Hazardous Materials owned by Lessee, which may occur on the Premises following the Commencement Date shall be promptly and thoroughly cleaned and removed from the Premises by Lessee at its sole expense, and any such discharge shall be promptly reported in writing to County, and to any other appropriate governmental regulatory authorities.

d. No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by Lessee in the Premises.

e. No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by Lessee on the Premises without County's prior written consent.

f. Lessee shall conduct and complete all investigations, studies, sampling, and testing procedures and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from, or affecting the Premises in accordance with all applicable Hazardous Materials' Laws and to the satisfaction of County.

g. Activities proposed by Lessee that involve disturbing asbestos materials on site shall only be conducted in accordance with all federal, state and local asbestos rules and regulations including, but not limited to, the California Occupational Safety and Health Administration (Cal/OSHA), Environmental Protection Agency (EPA) and Air Pollution Control District (APCD), with prior written consent of the County, as follows:

Prior to conducting asbestos related activities, Lessee shall notify Lessor of the proposed work at least one month in advance. The notification shall include the location of work, type of asbestos containing material (ACM) to be removed and a work plan indicating the work practices and methods of control to be used during the abatement activity to control asbestos fiber release. The County Occupational Health Program shall review the work plan and may modify the plans as necessary.

Any asbestos related activities shall be performed by a contractor that is registered with Cal/OSHA and certified by the California Contractors State Licensing Board to perform asbestos work. Any asbestos related activities shall be overseen by a California Certified Asbestos Consultant (CAC), or a Certified Site Surveillance Technician under the direction of a CAC.

Replacement products used in tenant improvements or other construction activities shall not contain asbestos. Any replacement products used by Lessee shall be verified as non-asbestos products by using Material Safety Data Sheets (MSDS) and/or having the architect or project engineer verify that ACMs were not used.

h. Lessee shall promptly supply County with copies of all notices, reports, correspondence, and submissions made by Lessee to the United States Environmental Protection Agency, the United Occupational Safety and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws.

i. Lessee shall promptly notify County of any liens threatened or attached against the Premises pursuant to any Hazardous Materials' Law. If such a lien is filed against the Premises, then within twenty (20) days following such filing or before any governmental authority commences proceedings to sell the Premises pursuant to the lien, whichever occurs first, Lessee shall either: (a) pay the claim and remove the lien from the Premises; or (b) furnish either (1) a bond or cash deposit reasonably satisfactory to County in an amount not less than the claim from which the lien arises, or (2) other security satisfactory to County in an amount not less than that which is sufficient to discharge the claim from which the lien arises. At the end of this lease, Lessee shall surrender the Premises to County free of any and all Hazardous Materials and in compliance with all Hazardous Materials' Laws affecting the Premises.

12.4 Indemnification by Lessee. Lessee (and, if applicable, each of its general partners) and its successors, assigns, and guarantors, if any, jointly and severally agree to protect, indemnify, defend (with counsel selected by County), reimburse and hold County and its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs or expenses (known or unknown, contingent or otherwise), liabilities (including sums paid in settlement of claims), personal injury (including wrongful death), property damage (real or personal) or loss, including attorneys' fees, consultants' fees, and experts' fees (consultants and experts to be selected by County) which arise during or after the Term from or in connection with the presence or suspected presence of Hazardous Materials, including the soil, ground water or soil vapor on or under the Premises. Without limiting the generality of the foregoing, the indemnification provided by this section shall specifically cover costs incurred in connection with investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Hazardous Materials Laws because of the presence of Hazardous Materials in the soil, ground water or soil vapor on the Premises, and the release or discharge of Hazardous Materials by Lessee during the course of Lessee's alteration or improvement of the Premises.

12.5 Remedies Cumulative; Survival. The provisions of this Article shall be in addition to any and all common law obligations and liabilities Lessee may have to County, and

any remedies and the environmental indemnities provided for herein shall survive the expiration or termination of this Lease and/or any transfer of all or any portion of the Premises, or of any interest in this Lease, and shall be governed by the laws of the State of California.

12.6 Inspection. County and County's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by County, may (but without the obligation or duty so to do), at any time and from time to time, on not less than ten (10) business days' notice to Lessee (except in the event of an emergency in which case no notice shall be required), inspect the Premises to determine whether Lessee is complying with Lessee's obligations set forth in this Article, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as County and Lessee may agree. If Lessee is not in compliance, County shall have the right, in addition to County's other remedies available at law and in equity, to enter upon the Premises immediately and take such action as County in its sole judgment deems appropriate to remediate any actual or threatened contamination caused by Lessee's failure to comply. County will use reasonable efforts to minimize interference with Lessee's use of Premises but shall not be liable for any interference caused by County's entry and remediation efforts. Upon completion of any sampling or testing County will (at Lessee's expense if County's actions are a result of Lessee's default under this section) restore the affected area of the Premises from any damage caused by County's sampling and testing.

ARTICLE 13 ASSIGNMENT AND SUBLETTING

Lessee shall not voluntarily or involuntarily assign, sublease, mortgage, encumber, or otherwise transfer (collectively, a "Transfer") all or any portion of the Premises or its interest in this Lease without County's prior written consent. County may reasonably withhold its consent to any Transfer. Any attempted Transfer without County's consent shall be void and shall constitute a material breach of this Lease. As used herein, the term "Transfer" shall include an arrangement (including without limitation management agreements, concessions, and licenses) that allows the use and occupancy of all or part of the Premises by anyone other than Lessee.

ARTICLE 14 COUNTY'S RIGHT OF ACCESS

County, its agents, employees, and contractors may enter the Premises at any time in response to an emergency, and at reasonable hours to (a) inspect the Premises, (b) exhibit the Premises to prospective purchasers or Lessees, (c) determine whether Lessee is complying with its obligations in this Lease (including its obligations with respect to compliance with Hazardous Materials Laws), (d) supply cleaning service and any other service that this Lease requires County to provide, (e) post notices of non-responsibility or similar notices, or (f) make repairs that this Lease requires County to make, or make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of the Premises; provided, however, that

all work will be done as promptly as reasonably possible and so as to cause as little interference to Lessee as reasonably possible.

Lessee waives any claim of injury or inconvenience to Lessee's business, interference with Lessee's business, loss of occupancy or quiet enjoyment of the Premises, or any other loss reasonably occasioned by such entry for purposes specified by this paragraph. If necessary, Lessee shall provide County with keys to unlock all of the doors in the Premises (excluding Lessee's vaults, safes, and similar areas designated in writing by Lessee in advance). County will have the right to use any means that County may deem proper to open doors in the Premises and to the Premises in an emergency. No entry to the Premises by County by any means will be a forcible or unlawful entry into the Premises or a detainer of the Premises or an eviction, actual or constructive, of Lessee from the Premises, or any part of the Premises, nor shall the entry entitle Lessee to damages or an abatement of rent or other charges that this Lease requires Lessee to pay.

ARTICLE 15 QUIET ENJOYMENT

If Lessee is not in breach under the covenants made in this Lease, County covenants that Lessee shall have peaceful and quiet enjoyment of the Premises without hindrance on the part of County. County will defend Lessee in the peaceful and quiet enjoyment of the Premises against claims of all persons claiming through or under the County.

ARTICLE 16 NOTICES

16.1 Notices. Whenever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be in writing, mailed or delivered to the other party at the following addresses:

To County:
Department of Public Works –
Real Property
701 Ocean Street, Room 410
Santa Cruz, California 95060

To Lessee:
Director
Santa Cruz Public Libraries
117 Union Street
Santa Cruz, CA 95060

(831) 427-7700 x 7611

Mailed notices shall be sent by United States Postal Service, certified or registered mail, postage prepaid and shall be deemed to have been given, delivered and received three (3) business days after the date such notice or other communication is posted by the United States Postal Service. All other such notices or other communications shall be deemed given, delivered and received upon actual receipt. Either party may, by written notice delivered pursuant to this provision, at any time designate a different address to which notices shall be sent.

16.2 Default Notices. Notwithstanding anything to the contrary contained within this Article, any notices County is required or authorized to deliver to Lessee in order to advise Lessee of alleged violations of Lessee's covenants under this Lease must be in writing but shall be deemed to have been duly given or served upon Lessee by County attempting to deliver at the Premises during normal business hours a copy of such notice to Lessee or its managing employee and by County mailing a copy of such notice to Lessee in the manner specified in the preceding Section.

ARTICLE 17

INTENTIONALLY OMITTED

ARTICLE 18

GENERAL PROVISIONS

18.1 Authority. Lessee represents and warrants that it has full power and authority to execute and fully perform its obligations under this Lease pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Lease on behalf of Lessee are the duly designated agents of Lessee and are authorized to do so.

18.2 INTENTIONALLY OMITTED

18.3 Captions. The captions, headings and index appearing in this Lease are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Lease.

18.4 County Approval. Except where stated herein to the contrary, the phrases "County's approval," and "County's written approval" or such similar phrases shall mean approval of County's Lease Administrator or said Administrator's representative as authorized by said administrator in writing.

18.5 Cumulative Remedies. In the event of a default under this Lease, each party's remedies shall be limited to those remedies set forth in this Lease. Any such remedies are cumulative and not exclusive of any other remedies under this Lease to which the non-defaulting party may be entitled.

18.6 Entire Agreement. This Lease, together with all addenda, exhibits and riders attached hereto, constitutes the entire agreement between the parties with respect to the subject

matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

18.7 Estoppel Certificate. Lessee shall at any time during the term of this Lease, within five (5) business days of written notice from County, execute and deliver to County a statement in writing certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification. Lessee's statement shall include other details requested by County, such as the date on which rent and other charges are paid, the current ownership and name of Lessee, Lessee's knowledge concerning any outstanding defaults with respect to County's obligations under this Lease and the nature of any such defaults. Any such statement may be relied upon conclusively by any prospective purchaser or encumbrancer of the Premises. Lessee's failure to deliver such statements within such time shall be conclusively deemed to mean that this Lease is in full force and effect, except to the extent any modification has been represented by County, that there are no uncured defaults in the County's performance, and that not more than one month's rent has been paid in advance.

18.8 Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference.

18.9 Force Majeure. In the event either party is prevented or delayed from performing any act or discharging any obligation hereunder, except for the payment of rent by Lessee, because of any and all causes beyond either party's reasonable control, including unusual delays in deliveries, abnormal adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, civil commotion and fire or other casualty, legal actions attacking the validity of this Lease or the County's occupancy of the Premises, or any other casualties beyond the reasonable control of either party except casualties resulting from Lessee's negligent operation or maintenance of the Premises ("Force Majeure"), performance of such act shall be excused for the period of such delay, and the period for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial inability on the part of either party hereto.

18.10 Governing Law. This Lease shall be governed, construed and enforced in accordance with the laws of the State of California.

18.11 Interpretation. The language of this Lease shall be construed simply according to its plain meaning and shall not be construed for or against either party.

18.12 Joint and Several Liability. If more than one person or entity executes this Lease as Lessee, each of them is jointly and severally liable for all of the obligations of Lessee hereunder.

18.13 Lease Administration. This Lease shall be administered on behalf of County by the Department of Public Works – Real Property, County of Santa Cruz, or by such person's duly-authorized designee (referred to collectively herein as "County's Lease Administrator"), and on behalf of Lessee by: Front Street, Inc., Ann Butler, President, 2115 7th Avenue, Santa Cruz, CA

95062, or by such other person as may be designated in writing by Lessee (referred to collectively herein as "Lessee's Lease Administrator").

18.14 Lessee's Lease Administration. Lessee confirms that Lessee's Lease Administrator has been given full operational responsibility for compliance with the terms of this Lease. Lessee shall provide County with a written schedule of its normal hours of business operation on the Premises, and Lessee's Lease Administrator or a representative designated thereby shall be (i) available to County on a twenty-four (24) hour a day, seven (7) days a week, basis, and (ii) present on the Premises during Lessee's normal business hours, to resolve problems or answer question pertaining to this Lease and Lessee's operations on the Premises.

18.15 INTENTIONALLY OMITTED.

18.16 Modification. The provisions of this Lease may not be modified, except by a written instrument signed by both parties.

18.17 Partial Invalidity. If any provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

18.18 Payments. Except as may otherwise be expressly stated, each payment required to be made by Lessee shall be in addition to, and not a substitute for, other payments to be made by Lessee.

18.19 Successors & Assigns. This Lease shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein.

18.20 Time of Essence. Time is of the essence of each and every provision of this Lease.

18.21 Waiver. No provision of this Lease or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. The waiver by County of any breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach thereof, or of any other term, covenant or condition contained in this Lease. County's subsequent acceptance of partial rent or performance by Lessee shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease or of any right of County to a forfeiture of the Lease by reason of such breach, regardless of County's knowledge of such preceding breach at the time of County's acceptance. The failure on the part of County to require exact or full and complete compliance with any of the covenants, conditions of agreements of this Lease shall not be construed as in any manner changing or waiving the terms of this Lease or as estopping County from enforcing in full the provisions hereof. No custom or practice which may arise between the parties hereto in the course of administering this Lease shall be construed to waive, estop or in any way lessen County's right to insist upon Lessee's full performance of, or

compliance with, any term, covenant or condition of this Lease or to inhibit or prevent County's exercise of its rights with respect to any default, dereliction or breach of this Lease by Lessee.

SIGNATURE PAGE TO FOLLOW

NEED EXHIBIT "A"

EXHIBIT B
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Without limiting Lessee's indemnification obligations to County under this Lease, Lessee shall provide and maintain for the duration of this Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased Premises. The cost of such insurance shall be borne by the Lessee.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office Form CG0001.
- B. Automobile Liability covering all owned, non-owned and hired auto, Insurance Services Office form CA0001.
- C. Workers Compensation, as required by State of California and Employer's Liability Insurance.
- D. Property Insurance against all risk or special form perils, including Replacement Cost coverage, without deduction for depreciation, for Lessee's merchandise, fixtures owned by Lessee, any items identified in this Lease as improvements to the Premises constructed and owned by Lessee, and the personal property of Lessee, its agents and employees, including coverage for earthquake and flood.

2. Minimum Limits of Insurance

Lessee shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability and Independent Contractors: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000 and shall be a Per Location Aggregate. Fire Damage Limit (Any One Fire) \$300,000 and Medical Expense Limit (Any One Person) \$5,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage. Coverage will include contractual liability.
- C. Employers Liability: \$1,000,000 each accident for bodily injury or disease.

Coverage shall include a waiver of subrogation endorsement in favor of County of Santa Cruz.

D. Property: Full replacement cost with no coinsurance penalty provision.

3. Deductibles and Self-Insured Retentions

Any liability deductible or self-insured retention must be declared to and approved by the County's Risk Manager. The property insurance deductible shall not exceed \$5,000 per occurrence and shall be borne by Lessee.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

A. Additional Insured Endorsement

Any general liability policy provided by Lessee shall contain an additional insured endorsement applying coverage to the County of Santa Cruz, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.

B. Primary Insurance Endorsement

For any claims related to this Lease, the Lessee's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, the members of the Board of Supervisors of the County, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

C. Notice of Cancellation

Each required insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County at the address shown in section of Lease entitled "Notices".

GENERAL PROVISIONS

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which

hold a current policy holder's alphabetic and financial size category rating of not less than A- VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County's Risk Manager.

6. Proof of Insurance

Lessee shall, as soon as practicable following the placement of insurance required hereunder, but in no event later than the effective date of the Contract, deliver to County certified copies of the actual insurance policies specified herein, together with appropriate separate endorsements thereto, evidencing that Lessee has obtained such coverage for the period of the Contract. Thereafter, copies of renewal policies, and appropriate separate endorsements thereof, shall be delivered to County within thirty (30) days prior to the expiration of the term of any policy required herein.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Lessee's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements and certified copies of policies, or failure to make premium payments required by such insurance, shall constitute a material breach of the Lease, and County may, at its option, terminate the Lease for any such default by Lessee.

8. No Limitations of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Lessee, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Lessee pursuant to the Lease, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Lessee to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Lessee may, with the prior written consent of County's Risk Manager, fulfill some or all of the insurance requirements contained in this Lease under a plan of self-insurance. Lessee shall only be permitted to utilize such self-insurance if in the opinion of County's Risk Manager, Lessee's (i) net worth, and (ii) reserves for payment of claims of liability against Lessee, are sufficient to adequately compensate for the lack of other insurance coverage required by this Lease. Lessee's utilization of self-insurance shall not in any way limit liabilities assumed by Lessee under this Lease.

11. Sublessees' Insurance

Lessee shall require any sublessee, and any sub-sublessee, of all or any portion of the Premises to provide the insurance coverage described herein prior to occupancy of the Premises.

12. Waiver of Subrogation

Lessee and County waive all rights to recover against each other or against any other tenant or occupant of the building, or against the officers, directors, shareholders, partners, employees, agents or invitees of each other or of any other occupant or tenant of the building, from any Claims (as defined in the Article entitled "Indemnity") against either of them and from any damages to the fixtures, personal property, Lessee's improvements, and alterations of either County or Lessee in or on the Premises and the Property, to the extent that the proceeds received from any insurance carried by either County or Lessee, other than proceeds from any program of self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Lessee shall be a standard waiver of rights of subrogation against County by the insurance company issuing said policy or policies.

Chair Jamie Goldstein
Vice Chair Martin Bernal
Board Member Carlos Palacios
Board Member Tina Friend



STAFF REPORT

DATE: January 9, 2020
TO: Library Joint Powers Authority Board
FROM: Susan Nemitz, Library Director
RE: Meeting Room Policy – Draft

RECOMMENDATION

First reading – approval in March

DISCUSSION

SCPL would like to update their approach to the public's use of spaces within the branch libraries. Modifications to buildings will result in a great expansion of available spaces as well as demand for use. In anticipation of these changes, the library would like to state its goal to provide community gathering spaces focused on learning. The policy attempts to identify types of spaces and prioritization of use.

Drafts and discussions of this policy have been brought to the Library Advisory Committee and staff and management groups.

Attachment:

Draft Meeting Room Policy

DRAFT POLICY

Why does the Library provide public access to community rooms?

The Santa Cruz Public Library's room policy seeks to support the Library's mission to "connect, inspire, inform" and to support its vision to "transform lives and strengthen communities." Public spaces make it possible for the residents of Santa Cruz County to collaborate and build knowledge and understanding of one another as a community.

Priority for room reservations is given to Library sponsored programs. If the Library has not reserved the room for itself, priority is then given to government agencies.

[Click here to see policies and details on other available space to reserve](#)

Terms of Use for Community Rooms

1. Reservations require a library card.
2. Rooms can be reserved two months in advance of their event and up until one business day prior to their event. Rooms can't be reserved more than four times by one group in one calendar year. (The Library, including its sponsored programming, Friends of the Library and government agencies are exempt from this rule.)
3. Publicity material must also state that the Library neither approves nor disapproves of any viewpoint.
4. Groups may use rooms only for the hours booked in advance. All set-up and clean-up must be accomplished within the reserved time. Groups must return any space to the condition in which they found it unless staff requests otherwise.
5. All meetings must be open to the general public. (The Library and government agencies are exempt from this rule.)
6. All programs shall not discriminate against any individuals or groups of individuals because of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, physical or mental disability, or citizenship. The arrangement of the room must also comply with ADA access.
7. All participants must abide by the [Library's Code of Conduct](#).
8. Library spaces are not intended for commercial use. No admission fee may be charged; no collections may be taken on the premises, no fund or business solicited or direct sales made except for sales by the Library or Friends of the Library or their agent. Some exceptions may apply and can be approved by the Library Director. For example, the Director would need to approve suggested donations by program organizers or author book sales, and in such cases the Library would require that 15% of the donations goes to the Friends of the Library in order to benefit the Library. However, donations for programs can't be a condition for participation.
9. Signs, posters, displays and decorations may be put up with prior permission from the branch manager.

10. Libraries are fragrance-free facilities. No incense may be used and fire regulations prohibit the use of candles however exceptions for special events may be approved by the library director.
11. The Library reserves the right to cancel a reservation due to circumstances beyond its control. The Library will notify the group of the reservation cancellation as soon as possible.
12. Library spaces are not intended for private parties, such as weddings, birthday parties or other types of private celebrations.
13. Failure to comply with these terms could disqualify the group or individual from reserving library space in the future.

Care and Use of the Community Room

1. Alcoholic beverages may be served only with special permission; this is secured using procedures outlined in the [Alcohol Beverages Policy](#).
2. Users are responsible for cleaning up and for any damage to Library property or the facility. Repair or cleaning costs may be assessed if damage occurs.
3. No food or other items may be left or stored in the meeting room or kitchen.
4. Trash and recyclables that do not fit into the provided receptacles must be removed by the user. The Library may assess charges for damage or cleaning.
5. The Library assumes no responsibility for personal belongings.

Other Available Spaces:

Study Rooms: (Can accommodate up to four individuals)

1. Study room reservation requires a library card.
2. Rooms should be left neatly after use. Condition of the room may be noted on the Library card holder's account and could affect future reservations.
3. Study rooms are available for reservation the day before its use.
4. Reservations are forfeited if the user isn't present within the first 15 minutes.
5. Study rooms are available up to two hours and can be reserved immediately after that time for an additional hour if there is no other reservation on the room.
6. The Library reserves the right to block (reserve the room) times for its learning/program purposes or to support the work of a learning institution.

Conference Rooms: (Some conference rooms provide a capacity of up to eight and some up to twenty individuals.)

1. Conference room reservation requires a library card.
2. Rooms should be left neatly after use. Condition of the room may be noted on the Library card holder's account and could affect future reservations.
3. Conference rooms are available two months in advance of its use and can be reserved twelve times per year.
4. Reservations are forfeited if the user isn't present within the first 15 minutes.
5. Conference rooms are available up to two hours and can be reserved immediately after that time for an additional hour if there is no other reservation on the room.
6. Library spaces are not intended for commercial use. No admission fee may be charged; no collections may be taken on the premises, no fund or business solicited or direct sales made except for sales by the Library or Friends of the Library or their agent. Some exceptions may apply and can be approved by the Library Director. For example, the Director would need to approve suggested donations by program organizers or author book sales, and in such cases the Library would require that 15% of the donations goes to the Friends of the Library in order to benefit the Library. However, donations for programs can't be a condition for participation.
7. There must be at least two people present in order to occupy the conference room.
8. The Library reserves the right to block (reserve the room) times for its learning/program purposes or to support the work of a learning institution.

The Library also has multipurpose rooms at the Downtown Library and will have one at the Felton Branch in 2020. These spaces are intended to be flexible and are available only for Library programs/services or for partners of the Library. **

Available Study Rooms at Santa Cruz Public Libraries:

The Library currently offers study rooms (spaces that can accommodate up to four individuals) at Scotts Valley and Branciforte. In 2020, study rooms will be available at Capitola and Felton. And in 2021, study rooms will also be available at Aptos.

Available Conference Rooms at Santa Cruz Public Libraries:

The Library also currently offers conference rooms (spaces that can accommodate up to eight individuals) at Scotts Valley. In 2020, conference rooms will also be available at Capitola. And in 2021, Aptos will also gain a conference room.

Reserving Community Rooms Outside of Regular Library Hours

Groups seeking to use Library space after the normal library hours of operation must first become a library partner. Library partners support the Library's strategic plan and program goals of the Library. We require that partners meet with Library staff and complete an MOU, Program Room Contract and participate in an on-site orientation. If you are interested in starting the process to become a library partner, please contact one of the following Regional Managers:

Laura Whaley, Regional Manager for Scotts Valley, Boulder Creek and Felton Branch Libraries: 831-427-7700 x 7734, [whaley@santacruzpl.org](mailto:whaley@ santacruzpl.org)

Jessica Goodman, Regional Manager for the Downtown Library and the Branciforte and Garfield Park Branch Libraries: 831-427-7700x 7612, goodmanj@santacruzpl.org

Heather Norquist, Regional Manager for La Selva Beach, Aptos, Live Oak and Capitola Branch Libraries: 831-427-7700 x 7698, norquisthc@santacruzpl.org

Chair Jamie Goldstein
Vice Chair Martin Bernal
Board Member Carlos Palacios
Board Member Tina Friend



STAFF REPORT

DATE: January 9, 2020
TO: Library Joint Powers Authority Board
FROM: Susan Nemitz, Library Director
RE: Library Director Employment Agreement

RECOMMENDATION

Approve amending the Employment Agreement for the Director of Libraries to remove the existing Exhibit B in its entirety and incorporate the October 5, 2019 City of Santa Cruz Compensation and Benefits Plan into the agreement as the new Exhibit B.

DISCUSSION

On August 1, 2019, the LJPA Board ratified its approval of the Employment Agreement for the Director of Libraries. At that time, new provisions for future salary and benefit increases were not included as the City of Santa Cruz review for the Executive Group was still in progress. On October 8, 2019, the Santa Cruz City Council approved a Compensation and Benefits Plan for the Executive Group, which includes the Director of Libraries. The new plan includes salary increases of 3% in October 2019, 4% in October 2020 and 3% in October 2021. Review and action by the LJPA Board will now incorporate those provisions into the existing Employment Agreement.

EXHIBIT A

City of Santa Cruz Compensation and Benefits Plan

Assistant City Manager, Department Directors,
Deputy City Manager, Chiefs of Police & Fire

Effective October 5, 2019

Purpose and Intent

This Compensation and Benefits Plan (Plan) is intended to establish compensation, benefits and terms and conditions of employment for Assistant City Manager, Deputy City Manager, Department Directors and the Chiefs of Police and Fire. The City Manager has the authority to hire the Assistant City Manager, Deputy City Manager, Department Directors and the Chiefs, and to adjust their compensation consistent with this Plan. These positions are exempt from the Fair Labor Standards Act (FLSA), are at will employees, serve at the pleasure of the City Manager and can be terminated with or without notice or cause and with no rights of appeal.

1) SALARY SCHEDULE

- a) This Plan covers positions in the job classes and salary schedule set forth in Attachment A, incorporated in and made a part of this document.
- b) Longevity: Directors, Assistant City Manager & Deputy City Manager: 2.5% base pay increase following 10 full years of employment. Police Chief: 2.5% completion of 10 years, 2% completion of 15 years, 2% completion of 20 years ~~(same as PMA implementation for 20 yr)~~. Fire Chief: 2.5% completion of 10 years, 2% completion of 15 years, 2% completion of 20 years and 2% completion of 25 years. ~~(same as FMA implementation for 20 and 25 yr)~~. It is understood that the longevity pay will be considered as "additional compensation" for the purposes of PERS and tax computations.

2) MANAGEMENT VACATION

In the first full pay period in January of each year, employees will be credited with 80 hours of vacation time. The ability to cash out vacation will be limited to 20 hours and shall occur in the last full pay period of December. Employees who do not use all of their Management Vacation prior to the first full pay period in January of each year will only be credited at the start of the subsequent year with sufficient hours to maintain an 80 hour balance. Upon separation, employees shall receive the value of their unused accrued management vacation. This benefit will be pro-rated for new hires.

3) VACATION

- a) Vacation Accrual:

Years of Employment	Vacation Hours
Up to five years	80 Hours
Six to ten years	120 Hours

Eleven years or more	120 Hours plus 8 hours for each year of service after 10 yrs. To a maximum of 160 hours
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- b) The City Manager has the authority to place a new employee at a specific accrual rate.
- c) Upon termination, payment will be made for all accumulated vacation to the separation date, at a rate equal to 100% of the current hourly pay rate.
- d) Vacation Cap: Accumulation of vacation time shall not exceed twice the annual rate of accrual without prior authorization.

4) SICK LEAVE

Sick leave will accrue at a rate of 8 hours per month. Assistant City Manager, Deputy City Manager and Department Directors are entitled to the same benefits as the Mid-Management MOU Section 14.00. Police Chief is entitled to the same benefits as the Police Management MOU Section 11.00. Fire Chief is entitled to the same benefits as the Fire Management MOU Section 14.00.

5) OPTIONAL MANAGEMENT BENEFIT

The City will contribute \$1,300 for employees with less than 10 years of service and \$1,500 for employees with 10 or more years of service. Payment for this benefit shall be made on the last pay date in July of each year for the previous years' service. In lieu of direct payment, employees may select one of the following options for use of this benefit: 1) payment to deferred compensation or 2) purchase of additional vacation leave, not to exceed the Vacation Accrual Limit. This benefit will be pro-rated for new hires and terminated employees.

6) VEHICLE ALLOWANCE

Employees shall receive a vehicle allowance in the amount of \$107 per month. In lieu of a vehicle allowance, the City will provide the Fire Chief and Police Chief with a vehicle.

7) SPECIAL PROJECT/ASSIGNMENT PAY

A special project/assignment is a specific and unique assignment which exceeds the normally assigned duties and responsibilities of the employee's job classification. An employee, so assigned by the City Manager, shall receive 5% of his/her base pay while actually working on the project or in the assignment. Special project pay does not affect, nor is it included in sick and vacation or other leaves of absence. These assignments will be included in PERS computations.

8) FLEXIBLE SPENDING ARRANGEMENT CONTRIBUTIONS

- a) Employees are entitled to the same benefits as the Mid-Management MOU Section 16.00 – Benefits.
- b) Medical & Dental: Employees are eligible to enroll in a CalPERS medical plan, Dental and Vision Plan. The City makes a contribution on behalf of each qualified employee based on 90% of the cost of the highest medical premium between the Blue Shield Access+HMO and PERSChoice PPO. Employees will make an additional contribution of \$50.00 per pay period towards the cost of health care benefits. Vision & Dental: employees are entitled to the same benefits as the Mid-Management MOU Sections 16.02 & 16.03

- c) Cash Out: Employees who can verify to the City's satisfaction that: they have equivalent health coverage for medical, which will remain in effect until the next enrollment date; will receive \$200 month.

9) FLEXIBLE SPENDING ACCOUNTS

The City offers a Healthcare Spending Account with an annual election limit of \$2,400 and a Dependent Care Spending Account with annual election limit of \$5,000.

10) RETIREMENT

a) CalPERS Retirement Benefits for Classic Members:

- i) Non-Sworn Tier 1: For all eligible employees hired on or before May 11, 2012: Benefit of 2.0% @ 55 with the single highest year option. The employee's contribution amount is 12% of reportable salary (7% employee share + 5% employee paid employer share). The employee contribution from pay is on a pre-tax basis pursuant to 414(h)(2).
- ii) Non-Sworn Tier 2: For all eligible employees hired on or after May 12, 2012, Benefit of 2% @ 60 with employees highest three year average. The employee's contribution amount is 12% of reportable salary (7% employee share + 5% employee paid employer share). The employee contribution from pay is on a pre-tax basis pursuant to 414(h)(2).
- iii) Police Sworn Tier 1: For all eligible employees hired on or before September 2, 2011: Benefit of 3% @ 50 with the single highest year option. The employee's contribution amount is 14% of reportable salary (9% employee share + 5% employee paid employer share). The employee contribution from pay is on a pre-tax basis pursuant to 414(h)(2).
- iv) Police Sworn Tier 2: For all eligible employees hired on or after September 3, 2011: Benefit of 3% @ 55 with the employees highest three year average. The employee's contribution amount is 14% of reportable salary (9% employee share + 5% employee paid employer share). The employee contribution from pay is on a pre-tax basis pursuant to 414(h)(2).
- v) Fire Tier 1: For all eligible employees hired on or before September 2, 2011: Benefit of 3% @ 50 with the single highest year option. The employee's contribution amount is 11% of reportable salary, (9% employee share + 5% employee paid employer share). The employee contribution from pay is on a pre-tax basis pursuant to 414(h)(2).
- vi) Fire Tier 2: For all eligible employees hired on or after September 3, 2011: Benefit of 3% @ 55 with employees highest three year average. The employee's contribution amount is 11% of reportable salary (9% employee share + 5%) employee paid employer share). The employee contribution from pay is on a pre-tax basis pursuant to 414(h)(2).

b) CalPERS: NEW Members:

- i) Individuals that have never been a member of any public retirement system prior to January 1, 2013, or
- ii) Individuals who moved between retirement systems with more than a six month break in service; and

- iii) In compliance with the California Public Employees' Pension Reform Act of 2013, (PEPRA), new members will receive a Local Miscellaneous benefit formula of 2% @ 62, Sworn/Safety (Police & Fire) will receive a benefit of 2.7% @ 57. Employees will contribute 50% of the normal cost as determined by CalPERS (12.25% for sworn and 6.75% for Misc.). Final compensation, for purposes of calculating the retirement benefit, is calculated on the highest average pensionable compensation earned by a member during a period of 36-consecutive months. This is also referred to as the 3-year average. The employee contribution from pay is on a pre-tax basis pursuant to 414(h)(2).

In addition to the required employee contribution, Chief Police and Chief Fire Sworn members will contribute an additional 5.0%, and Miscellaneous will contribute an additional 5.0%.

11) HOLIDAYS

Ten, eight (8) hour holidays and Two, four (4) hour holidays per calendar year as defined by the City Council. The four (4) hour holidays are granted only when Christmas Day or New Year's Day is on a Tuesday-Saturday.

Accrual and Usage rules are in accordance with those in Section 12.00 of the mid-management MOU.

12) FLOATING HOLIDAYS:

The Assistant City Manager, Deputy City Manager, Department Directors and Chiefs shall accrue up to twenty-four hours of floating holidays per fiscal year in accordance with the Mid-Management MOU Section 12.02.

13) INSURANCE

The City provides long-term disability insurance as well as term life insurance in the amount of \$25,000.

Adopted: 2/9/16
Amended: 6/28/16
Adopted: 10/8/19

ASSISTANT CITY MANAGER, DEPARTMENT DIRECTORS, DEPUTY CITY MANAGER, CHIEFS OF POLICE & FIRE

JOB CLASSES AND SALARY SCHEDULE

EFFECTIVE OCTOBER 5, 2019

Positions & Salary Schedule Effective October 5, 2019

POSITION	Minimum	Maximum
Assistant City Manager	14,195	18,116
Chief of Police	14,195	18,116
Chief of Fire	14,195	18,116
Director of Public Works	13,597	17,349
Director of Water	13,597	17,349
Director of Planning	12,941	16,512
Director of Finance	12,941	16,512
Director of Human Resources	12,941	16,512
Director of Information Technology	12,941	16,512
Director of Libraries	12,941	16,512
Director of Parks & Recreation	12,941	16,512
Director of Economic Development	12,941	16,512
Deputy City Manager	10,783	14,713

Salary: Cost of Living Adjustment (COLA)

1. COLA: Cost of Living Adjustment shall be as follows:

- Effective October 5, 2019, employees will receive a cost of living increase of 3.0%
- Effective October 3, 2020 employees will receive a cost of living increase of 4.0%.
- Effective October 2, 2021, employees will receive a cost of living increase of 3.0%.

EMPLOYMENT AGREEMENT

DIRECTOR OF LIBRARIES

THIS AGREEMENT by and among the SANTA CRUZ CITY/COUNTY LIBRARY JOINT POWERS AUTHORITY, a public authority (hereinafter referred to as "LJPA"), the CITY OF SANTA CRUZ, a municipal corporation (hereinafter referred to as "CITY"), and SUSAN NEMITZ, an individual (hereinafter referred to as "EMPLOYEE"), is entered into on the date by which it has been duly approved and executed by all parties hereto.

WHEREAS, the LJPA was established pursuant to a Joint Powers Agreement executed on June 24, 1996 by the County of Santa Cruz, the City of Santa Cruz, the City of Capitola and the City of Scotts Valley to provide joint library services within these jurisdictions; and

WHEREAS, the Fourth Amendment to the Joint Powers Agreement executed on December 16, 2015 provides that the Director of Libraries ("DIRECTOR") shall be hired by the LJPA and serve pursuant to the terms of an employment contract; and

WHEREAS, the contract between the DIRECTOR and LJPA shall outline details of compensation and benefits; and

WHEREAS, the contract may be administered by the County of Santa Cruz, the City of Santa Cruz, the City of Capitola, or the City of Scotts Valley under contract with the LJPA; and

WHEREAS, the LJPA has contracted with the CITY to administer the employment contract of the DIRECTOR; and

WHEREAS, the LJPA hired EMPLOYEE as the DIRECTOR beginning June 20, 2016; and

WHEREAS, the LJPA, CITY and EMPLOYEE desire to extend in writing the terms and condition of EMPLOYEE's employment as DIRECTOR; and

WHEREAS, EMPLOYEE, LJPA and CITY agree and acknowledge that EMPLOYEE's employment as DIRECTOR is her sole and exclusive employment with LJPA; and that her employment relationship is governed by this Agreement and the LJPA.

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, the parties mutually agree as follows:

1. Duties

(a) EMPLOYEE shall perform the duties as set forth in Exhibit A and other related legally permissible duties and functions as may be modified from time to time by the LJPA.

(b) EMPLOYEE shall perform her duties to the best of her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the LJPA and relevant laws and regulations governing library operations in California.

(c) EMPLOYEE shall not engage in any activity, which is or may become a conflict of interest, prohibited by contract, or which may create an incompatibility of office as defined under California or federal laws. EMPLOYEE shall comply fully with her reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission (FPPC) and the LJPA.

(d) EMPLOYEE shall dedicate her full energies and qualifications to her employment as DIRECTOR, and shall not engage in any other duties or services for compensation except as may be specifically approved in writing in advance by the LJPA.

2. Term

The term of the Agreement shall be for a three (3) year period ending June 30, 2022 or until terminated by the LJPA or EMPLOYEE in accordance with the provisions set forth in Paragraph 5 or until terminated by the event of retirement, death or permanent disability of EMPLOYEE.

3. Salary

(a) EMPLOYEE's current annual salary is \$192,371.92 payable in installments at the same time as other employees of the CITY are paid and subject to customary withholding. EMPLOYEE's salary is compensation for all hours worked and for all services rendered under this Agreement. EMPLOYEE shall be exempt from overtime pay provisions of California law (if any) and federal law.

(b) EMPLOYEE's salary will be in accordance with the attached Addendum to Exhibit B, "City of Santa Cruz Compensation and Benefits Plan," which is in effect as of the date of this Agreement. EMPLOYEE's salary is not subject to change due to any future modifications to

Exhibit B, unless expressly approved by the LJPA.

(c) LJPA shall evaluate the performance of EMPLOYEE annually on the EMPLOYEE's anniversary date (December). EMPLOYEE shall have a performance evaluation in writing. EMPLOYEE may qualify for a merit salary increase equal to 5% of Employee's salary. The granting of a merit salary increase shall be entirely at the discretion of the LJPA. Either as part of the evaluation or otherwise, LJPA may establish performance goals and objectives, as appropriate. Evaluations may be conducted more often at the LJPA's discretion. EMPLOYEE will request and schedule the minimum required evaluations as appropriate under the LJPA's agenda procedures or as otherwise directed by the LJPA.

4. Benefits.

EMPLOYEE's benefits will be in accordance with the attached Exhibit B, "City of Santa Cruz Compensation and Benefits Plan".

5. Resignation and Termination.

(a) Voluntary Termination. Either EMPLOYEE or LJPA may terminate this Agreement by providing the other party at least 30 days' advance written notice of such intention to do so. In the event that LJPA voluntarily terminates this Agreement, EMPLOYEE may receive severance pay as set forth in Paragraph 6.

(b) Termination for Cause. If EMPLOYEE willfully breaches the duties which EMPLOYEE is required to perform under the terms of this Agreement or engages in gross misconduct detrimental to the operation of the business of LJPA, as determined in the sole discretion of the LJPA, the LJPA may terminate this Agreement by giving written notice of termination to EMPLOYEE, and such termination will be effective immediately upon notice of the termination. If EMPLOYEE is terminated for cause, EMPLOYEE shall not be entitled to severance pay pursuant to Paragraph 6, below.

(c) This Agreement may also be terminated by the LJPA if the LJPA terminates its contract with CITY to provide contract administration services to the LJPA. In this event, the LJPA will work with EMPLOYEE to negotiate a replacement agreement, as may be appropriate.

6. Severance Pay.

If EMPLOYEE is terminated by the LJPA pursuant to Paragraph 5(a), EMPLOYEE shall receive a severance payment equal to six (6) month's salary upon EMPLOYEE'S fully executed waiver

of all claims against CITY and LJPA in a form satisfactory to CITY and LJPA. Additionally, EMPLOYEE shall receive payment for all vacation leave accrued to the date of separation. Such payment will release CITY and the LJPA from any further obligations arising out of the employment.

If the conditions of Paragraph 5(b) are met or if EMPLOYEE is terminated because of conviction of any criminal offense involving moral turpitude, then EMPLOYEE shall not be entitled to any severance pay (except accrued vacation leave) set forth in this paragraph.

7. Amendment.

This Agreement may be amended, modified, or changed by the parties provided that said amendment, modification or change is in writing and approved by all the parties to this Agreement.

8. Notice.

All notices required herein shall be sent first class mail to the parties as follows:

To LJPA:	Santa Cruz Public Libraries 117 Union Street Santa Cruz, CA 95060
To CITY:	City of Santa Cruz 809 Center Street Santa Cruz, CA 95065
To EMPLOYEE:	Susan Nemitz 150 Marine Parade Santa Cruz, CA 95062

Notices shall be deemed effectively served upon deposit in the United States mail.

9. Representation by EMPLOYEE.

EMPLOYEE represents that the EMPLOYEE has read this Agreement, fully understands the terms and conditions of the Agreement and is knowingly and voluntarily executing this Agreement, and acknowledges that EMPLOYEE had the opportunity to seek the advice of legal counsel before signing it.

10. Entire Agreement.

This Agreement contains the entire agreement among the parties hereto. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by any party hereto. This Agreement and the Joint Powers Agreement are the sole and exclusive basis for an employment relationship among EMPLOYEE, LJPA and CITY, as contract administrator, and its terms supersede any and all rules, regulations, guidelines, or other express or implied terms that would otherwise be applicable to employment by the LJPA and CITY, including but not limited to any LJPA and CITY personnel rules.

11. Construction of Agreement.

EMPLOYEE acknowledges that she has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

12. Severability.

If any provision of this Agreement is deemed invalid or unenforceable by a court of law, it shall be considered deleted herefrom and the remainder of the provision and of this Agreement shall be unaffected and shall continue in full force and effect.

13. Waiver.

The failure of the LJPA, CITY or EMPLOYEE to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor a waiver or relinquishment of any right or power.

14. Headings and Captions.

The headings and captions appearing in this Agreement are inserted only as a matter of convenience and in no way limit or affect the substantive terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the dates indicated below.

**SANTA CRUZ CITY/COUNTY LIBRARY
JOINT POWERS AUTHORITY**

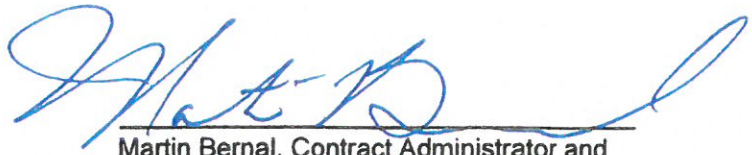
Date 6/28/19



Carlos Palacios, Board Chair

CITY OF SANTA CRUZ

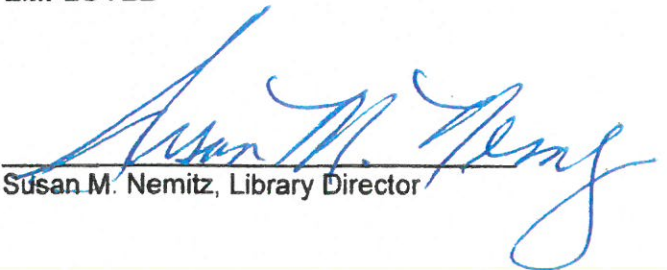
Date 9-5-19



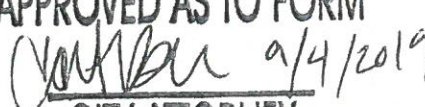
Martin Bernal, Contract Administrator and
City Manager

EMPLOYEE

Date 9/9/19



Susan M. Nemitz, Library Director

APPROVED AS TO FORM


CITY ATTORNEY

SANTA CRUZ LIBRARY JOINT POWERS AUTHORITY

Class Title: Director of Libraries
Bargaining Unit: Executive
Salary: \$66.96 - \$85.45 Hourly
 \$11,607.00 - \$14,811.00 Monthly

Basic Function:

Under administrative direction, plans, organizes and directs library operations and administration. Works with the Library Joint Powers Board and the city and county to provide effective and efficient library services to the community. The Santa Cruz Public Libraries (SCPL) system delivers information, education, enrichment and inspiration through a network of ten neighborhood library branches, a web-based digital library, a Bookmobile and community based programs

Primary Duties:

- Responsible for planning, organizing, implementing and evaluating system-wide library and related information services to meet the needs of the community, both immediate and long-range
- Serves as the Executive Director of the Libraries Facilities Financing Authority and as staff for the Library Advisory Commission.
- Develops and directs the implementation of goals, objectives, policies, procedures and work standards for the operation of the library system
- Provides leadership and works with subordinate managers to develop and retain highly competent, service-oriented staff through selection, training and day-to-day management practices that support the Library JPA and the Department's mission, objectives and service expectations; participates in programs and activities that promote workplace diversity and a positive employee relations environment.
- Prepares the library's annual budget for submission to the Library Joint Powers Board. Implements the adopted budget.
- Conducts the personnel administration, financial affairs and general administration of the library system in accordance with adopted policies and procedures.
- Maintains departmental awareness of state-of-the-art developments and trends in management, technology, communications, and the fields of specialty.
- Hires and supervises library employees.
- Maintains effective public relations with public officials, civic groups, the media and the community.
- Directs analytical and management studies; reviews reports of findings, alternatives and recommendations; monitors developments related to library operations, evaluates their impact and recommends improvements.

Minimum Qualifications:

- A Bachelor's degree from an accredited U.S. college or university. A Master's degree in Library Sciences or a related field is highly desirable
- Three years of executive management level experience that demonstrates the ability to perform the essential functions of the classification. Experience must include at least three years of supervision.
- Knowledge of organization, administration, supervision and management
- Knowledge of modern principles and practices of librarianship
- Knowledge of public sector budgeting and fiscal administration
- Ability to select, motivate, train and develop and evaluate subordinate personnel
- Ability to establish and maintain effective work relationships with school districts, community groups, the general public and staff.
- Ability to prepare comprehensive written reports and conduct effective oral presentations.
- Valid California driver's license

Revised 12/9/15

ADDENDUM TO EXHIBIT B

The Director of Libraries has traditionally aligned with the City of Santa Cruz Directors for the purpose of compensation and benefits as articulated in Exhibit B. Negotiations for the City of Santa Cruz Directors are not completed. During the term of this Agreement, which ends on June 30, 2022, future increases to the EMPLOYEE's compensation and benefit package for this Agreement shall be commensurate with the City of Santa Cruz Directors establishing a "Me Too Provision."

Pursuant to Section 3.b. of this Agreement, the LJPA must expressly approve modifications to Exhibit B. As such, the LJPA will review specific compensation and benefit improvements for City of Santa Cruz Directors within 60 calendar days from the date of approval by the Santa Cruz City Council in public session.

Any new compensation and benefit improvements deemed applicable for the Director of Libraries shall be incorporated into this Agreement.



City of Santa Cruz Compensation and Benefits Plan

Assistant City Manager, Department Directors,
Deputy City Manager, Chiefs of Police & Fire

Effective August 15, 2015
Adopted February 9, 2016
(Amended June 28, 2016)

Purpose and Intent

This Compensation and Benefits Plan (Plan) is intended to establish compensation, benefits and terms and conditions of employment for Assistant City Manager, Deputy City Manager, Department Directors and the Chiefs of Police and Fire. The City Manager has the authority to hire the Assistant City Manager, Deputy City Manager, Department Directors and the Chiefs, and to adjust their compensation consistent with this Plan. These positions are exempt from the Fair Labor Standards Act (FLSA), are at will employees, serve at the pleasure of the City Manager and can be terminated with or without notice or cause and with no rights of appeal.

1) SALARY SCHEDULE

- a) This Plan covers positions in the job classes and salary schedule set forth in Attachment A, incorporated in and made a part of this document.
- b) Longevity: Directors, Assistant City Manager & Deputy City Manager: 2.5% base pay increase following 10 full years of employment. Police Chief: 2.5% completion of 10 years, 2% completion of 15 years, 2% completion of 20 years (same as PMA implementation for 20 yr). Fire Chief: 2.5% completion of 10 years, 2% completion of 15 years, 2% completion of 20 years and 2% completion of 25 years. (same as FMA implementation for 20 and 25 yr). It is understood that the longevity pay will be considered as "additional compensation" for the purposes of PERS and tax computations.

2) MANAGEMENT VACATION

In the first full pay period in January of each year, employees will be credited with 80 hours of vacation time. The ability to cash out vacation will be limited to 20 hours and shall occur in the last full pay period of December. Employees who do not use all of their Management Vacation prior to the first full pay period in January of each year will only be credited at the start of the subsequent year with sufficient hours to maintain an 80 hour balance. Upon separation, employees shall receive the value of their unused accrued management vacation. This benefit will be pro-rated for new hires.

3) VACATION

- a) Vacation Accrual:

Years of Employment	Vacation Hours
Up to five years	80 Hours
Six to ten years	120 Hours
Eleven years or more	120 Hours plus 8 hours for each year of service after 10 yrs. To a maximum of 160 hours

- b) The City Manager has the authority to place a new employee at a specific accrual rate.
- c) Upon termination, payment will be made for all accumulated vacation to the separation date, at a rate equal to 100% of the current hourly pay rate.
- d) Vacation Cap: Accumulation of vacation time shall not exceed twice the annual rate of accrual without prior authorization.

4) SICK LEAVE

Sick leave will accrue at a rate of 8 hours per month. Assistant City Manager, Deputy City Manager and Department Directors are entitled to the same benefits as the Mid-Management MOU Section 14.00. Police Chief is entitled to the same benefits as the Police Management MOU Section 11.00. Fire Chief is entitled to the same benefits as the Fire Management MOU Section 14.00.

5) OPTIONAL MANAGEMENT BENEFIT

The City will contribute \$1,300 for employees with less than 10 years of service and \$1,500 for employees with 10 or more years of service. Payment for this benefit shall be made on the last pay date in July of each year for the previous years' service. In lieu of direct payment, employees may select one of the following options for use of this benefit: 1) payment to deferred compensation or 2) purchase of additional vacation leave, not to exceed the Vacation Accrual Limit. This benefit will be pro-rated for new hires and terminated employees.

6) VEHICLE ALLOWANCE

Employees shall receive a vehicle allowance in the amount of \$107 per month. In lieu of a vehicle allowance, the City will provide the Fire Chief and Police Chief with a vehicle.

7) SPECIAL PROJECT/ASSIGNMENT PAY

A special project/assignment is a specific and unique assignment which exceeds the normally assigned duties and responsibilities of the employee's job classification. An employee, so assigned by the City Manager, shall receive 5% of his/her base pay while actually working on the project or in the assignment. Special project pay does not affect, nor is it included in sick and vacation or other leaves of absence. These assignments will be included in PERS computations.

8) FLEXIBLE SPENDING ARRANGEMENT CONTRIBUTIONS

- a) Employees are entitled to the same benefits as the Mid-Management MOU Section 16.00 - Benefits.
- b) Medical & Dental: Employees are eligible to enroll in a CalPERS medical plan, Dental and Vision Plan. The City makes a contribution on behalf of each qualified employee based on 90% of the cost of the highest medical premium between the Blue Shield Access+HMO and PERSChoice PPO. Employees will make an additional contribution of \$50.00 per pay period towards the cost of health care benefits. Vision & Dental: employees are entitled to the same benefits as the Mid-Management MOU Sections 16.02 & 16.03
- c) Cash Out: Employees who can verify to the City's satisfaction that: they have equivalent health coverage for medical, which will remain in effect until the next enrollment date; will receive \$200 month.

9) FLEXIBLE SPENDING ACCOUNTS

The City offers a Healthcare Spending Account with an annual election limit of \$2,400 and a Dependent Care Spending Account with annual election limit of \$5,000.

10) RETIREMENT

a) CalPERS Retirement Benefits for Classic Members:

- i) Non-Sworn Tier 1: For all eligible employees hired on or before May 11, 2012: Benefit of 2.0% @ 55 with the single highest year option. The employee's contribution amount is 12% of reportable salary (7% employee share + 5% employee paid employer share). The employee contribution from pay is on a pre-tax basis pursuant to 414(h)(2).
- ii) Non-Sworn Tier 2: For all eligible employees hired on or after May 12, 2012, Benefit of 2% @ 60 with employees highest three year average. The employee's contribution amount is 12% of reportable salary (7% employee share + 5% employee paid employer share). The employee contribution from pay is on a pre-tax basis pursuant to 414(h)(2).
- iii) Police Sworn Tier 1: For all eligible employees hired on or before September 2, 2011: Benefit of 3% @ 50 with the single highest year option. The employee's contribution amount is 14% of reportable salary (9% employee share + 5% employee paid employer share). The employee contribution from pay is on a pre-tax basis pursuant to 414(h)(2).
- iv) Police Sworn Tier 2: For all eligible employees hired on or after September 3, 2011: Benefit of 3% @ 55 with the employees highest three year average. The employee's contribution amount is 14% of reportable salary (9% employee share + 5% employee paid employer share). The employee contribution from pay is on a pre-tax basis pursuant to 414(h)(2).
- v) Fire Tier 1: For all eligible employees hired on or before September 2, 2011: Benefit of 3% @ 50 with the single highest year option. The employee's contribution amount is 11% of reportable salary, (9% employee share + 5% employee paid employer share). The employee contribution from pay is on a pre-tax basis pursuant to 414(h)(2).
- vi) Fire Tier 2: For all eligible employees hired on or after September 3, 2011: Benefit of 3% @ 55 with employees highest three year average. The employee's contribution amount is 11% of reportable salary (9% employee share + 5% employee paid employer share). The employee contribution from pay is on a pre-tax basis pursuant to 414(h)(2).

b) CalPERS: NEW Members:

- i) Individuals that have never been a member of any public retirement system prior to January 1, 2013, or
- ii) Individuals who moved between retirement systems with more than a six month break in service; and
- iii) In compliance with the California Public Employees' Pension Reform Act of 2013, (PEPRA), new members will receive a Local Miscellaneous benefit formula of 2% @ 62, Sworn/Safety (Police & Fire) will receive a benefit of 2.7% @ 57. Employees will contribute 50% of the normal cost as determined by CalPERS (12.25% for sworn and 6.75% for Misc.). Final compensation, for purposes of calculating the retirement benefit, is calculated on the highest average pensionable compensation earned by a member during a period of 36-consecutive months. This is also referred to as the 3-year average. The employee contribution from pay is on a pre-tax basis pursuant to 414(h)(2).

In addition to the required employee contribution, Chief Police and Chief Fire Sworn members will contribute an additional 5.0%, and Miscellaneous will contribute an additional 5.0%.

11) HOLIDAYS

Ten, eight (8) hour holidays and Two, four (4) hour holidays per calendar year as defined by the City Council. The four (4) hour holidays are granted only when Christmas Day or New Year's Day is on a Tuesday-Saturday.

Accrual and Usage rules are in accordance with those in Section 12.00 of the mid-management MOU.

12) FLOATING HOLIDAYS:

The Assistant City Manager, Deputy City Manager, Department Directors and Chiefs shall accrue up to twenty-four hours of floating holidays per fiscal year in accordance with the Mid-Management MOU Section 12.02.

13) INSURANCE

The City provides long-term disability insurance as well as term life insurance in the amount of \$25,000.

Adopted: 2/9/16
Amended: 6/28/16

ATTACHMENT A

ASSISTANT CITY MANAGER, DEPARTMENT DIRECTORS, DEPUTY CITY MANAGER, CHIEFS OF POLICE & FIRE

JOB CLASSES AND SALARY SCHEDULE

EFFECTIVE AUGUST 15, 2015

Positions & Salary Schedule

POSITION	Minimum	Maximum
Assistant City Manager	12,987	16,574
Chief of Police	12,987	16,574
Chief of Fire	12,987	16,574
Director of Public Works	12,439	15,873
Director of Water	12,439	15,873
Director of Planning	11,607	14,811
Director of Finance	11,607	14,811
Director of Human Resources	11,607	14,811
Director of Information Technology	11,607	14,811
Director of Libraries	11,607	14,811
Director of Parks & Recreation	11,607	14,811
Director of Economic Development	11,607	14,811
Deputy City Manager	9,866	13,460

Salary: Cost of Living Adjustment (COLA)

1. COLA: Cost of Living Adjustment shall be as follows:

- Effective August 15 2015, employees will receive a cost of living increase of 2.85%
- Effective the pay period containing July 1, 2016 employees will receive a cost of living increase of 2.0%.
- Effective the pay period containing July 1, 2017, employees will receive a cost of living increase of 2.0%.
- Effective the pay period containing July 1, 2018, employees will receive a cost of living increase of 2.0%

2. Additional top step of 5% effective August 15, 2015 is reflected above in the Positions and Salary Schedule.