

PUBLIC ADVISORY REGARDING COVID-19 AND PUBLIC PARTICIPATION

Pursuant to AB 361 and Cal. Gov. Code Section 54953 the regular meetings of the

LIBRARIES FACILITIES FINANCING AUTHORITY (LFFA) AND THE LIBRARY JOINT POWERS AUTHORITY (LJPA) BOARD ON THURSDAY, DECEMBER 2 AT 9:00 AM

**will be held in person at the below location as well as
via Zoom teleconference**

Board Members and Library Staff Members may be participating remotely via videoconference as well as in person.

For those wishing to participate in person, the meeting will be held at the

**Capitola Branch Library
2005 Wharf Road, Capitola, CA 95010**

Masks are required for in-person attendance, regardless of vaccine status.

Public Viewing:

The meeting will be broadcast through the Santa Cruz Libraries YouTube channel <https://www.youtube.com/user/SantaCruzPL> which you can access through the Santa Cruz Libraries website by scrolling to the bottom of the page and clicking on the YouTube icon.

Public Participation:

For those wishing to participate via Zoom you can join from a PC, Mac, iPad, iPhone or Android device by entering or clicking on the following URL:

Please click the link below to join the webinar:

<https://zoom.us/j/92287967538>

Or iPhone one-tap :

US: +16699006833,,92287967538# or +12532158782,,92287967538#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 or 877 853 5247 (Toll Free) or 888 788 0099 (Toll Free) or 833 548 0276 (Toll Free) or 833 548 0282 (Toll Free)

Webinar ID: 922 8796 7538

The meetings will be recorded and posted for viewing after the meetings on the Santa Cruz Public Libraries website <http://www.santacruzpl.org/>

There are four ways to comment during meetings. All comments must be received prior to the close of public comment on that agenda item:

1. How to comment on agenda items via email before the meeting begins:

Members of the public may provide public comment by sending comments via email to the Library Board Clerk at clerk@santacruzpl.org

- Identify the agenda item number in the subject line of the email.
- Emailed comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time.
- Each emailed comment will be read aloud for up to three minutes.
- Emails received by clerk@santacruzpl.org outside of the comment period outlined above will not be included in the record.

2. How to comment on agenda items during the meeting and prior to the close of public comment on an item, via the Zoom Q&A feature:

- Type your comment using the Q&A feature found on the Zoom teleconference control bar.
- Identify the agenda item first, then type your comment
- Your comment will be read aloud

3. How to comment aloud on agenda items, during the meeting and prior to the close of public comment on an item, via the Zoom “raise hand” feature:

If you are accessing the meeting using the Zoom app and computer audio:

- Use the “raise hand” icon found on the Zoom teleconference control bar
- The moderator will announce your name or the last 3 digits of your phone number
- Unmute yourself using the microphone icon
- Identify the agenda item
- Introduce yourself using your first and last name.
- You will have three minutes of speaking time.

4. If you are accessing the Zoom teleconference using telephone audio:

- Press ***9** to raise your hand during the comment period for that agenda item.
- The moderator will announce your name or the last 3 digits of your phone number when it is your turn.
- Unmute yourself using ***6** – to toggle the mute/unmute.
- Identify the agenda item
- Introduce yourself using your first and last name.
- You will have three minutes of speaking time.

Chair Carlos Palacios
Vice Chair Jamie Goldstein
Board Member Rosemary Menard
Board Member Casey Estorga



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

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

**THURSDAY DECEMBER 2, 2021
Location: Capitola Branch Library and Virtual
9:00 A.M.**

1. CALL TO ORDER / ROLL CALL

Board Members Jamie Goldstein, Carlos Palacios, Casey Estorga and Rosemary Menard

2. ADDITIONAL MATERIALS

Additional information submitted after distribution of the agenda packet.

3. ADDITIONS AND DELETIONS TO AGENDA

4. 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.

5. REPORT BY LIBRARY DIRECTOR

A. Interim Library Director's Report – December 2021 (p.7-8)

6. REPORT BY FRIENDS OF THE SANTA CRUZ PUBLIC LIBRARIES

A. Friends of SCPL – Report (oral)

7. REPORT BY LIBRARY ADVISORY COMMISSION (LAC)

A. Commissioners' Report (oral)

8. COMMENTS BY BOARD MEMBERS

9. CORRESPONDENCE BY PUBLIC

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. Resolution Re-authorizing the Library Joint Powers Authority to Continue Remote Teleconference Meetings Pursuant to Assembly Bill 361.
Staff Recommendation: Adopt Resolution No. 2021-003 Authorizing Continued Remote Teleconference Meetings pursuant to Assembly Bill 361. (p.9-11)
- B. Consider the October 7, 2021 Board Meeting Minutes
Staff Recommendation: Approve the October 7, 2021 Board Meeting Minutes (p.12-15)
- C. Recent Articles about Santa Cruz Public Libraries.
Staff Recommendation: Accept and File Recent Articles about SCPL (p.16-45)
- D. Community Impact Measures for 1st Qtr. FY 2021-2022
Staff Recommendation: Accept and File 1st Qtr. Community Impact Measures for FY 2021-2022 (p.46-54)
- E. Financial Report for 1st Qtr. FY 2021-2022
Staff Recommendation: Accept and File 1st Qtr. Financial Report for FY 2021-2022 (p.55-60)
- F. Incident Report for 1st Qtr. FY 2021-2022
Staff Recommendation: Accept and File 1st Qtr. Incident Report for FY 2021-2022 (p.61-62)
- G. Work Plan for 1st Qtr. FY 2021-2022
Staff Recommendation: Accept and File 1st Qtr. Work Plan for FY 2021-2022 (p.63-68)
- H. Library Sales Tax Revenue Update for 1st Qtr. FY 2021-2022

Staff Recommendation: Accept and File Library Sales Tax Revenue Update for 1st Qtr. FY 2020-2021 (p.69-71)

- I. SCPL Policies # 101, 102 and 103.

Staff Recommendation: Approve updated review dates for policies #101, 102 and 103 (p.72-83)

- J. Multiple Budget Adjustment for FY 21/22

Staff Recommendation: Approve and amend the FY 21/22 Operating Budget:

1. NBS Correction \$13,365
2. Innovation Lab Grant \$5,000
3. E Rate Refund \$118,757 (p.84-88)

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. Adoption of a Resolution Approving the Library Director Employment Agreement and Authorize the Board Chairperson to execute the agreement

Staff Recommendation: Approve the Resolution and authorize the Board Chairperson to execute the Agreement (p.89-106)

- B. Adopt Annual Meeting Schedule for 2022

Staff Recommendation: Adopt Annual Meeting Schedule for 2022 (p.107-108)

- C. Revised Holiday Closure Policy # 108

Staff Recommendation: Approve Revised Policy #108: Holiday Closure Policy (p.109-111)

- D. Capitola Branch Library Lease and Sublease Agreements

Staff Recommendation: Approve the attached sublease agreement between the County of Santa Cruz and the Santa Cruz Public Libraries for the City-owned Capitola library facility located at 2005 Wharf Road, Capitola. (p.112-177)

- E. Salary Savings for IT Consultant

Staff Recommendation: Approve and amend the FY 21/22 Library Budget in the amount of \$150,000. (p.178-180)

- F. Presentation by Laura Whaley, Interim Assistant Director: Service Update

12. SCHEDULED UPCOMING MEETINGS

February 3, 2022	Hybrid Meeting at the Capitola Branch Library	Anticipated Upcoming Agenda Items:
9:00 am		<ul style="list-style-type: none">Elect Chair and Vice Chair for 2022

13. ADJOURNMENT

Adjourned to the next regular meeting of the LJPA to be held on Thursday, February 3, 2022 at 9:00 am [immediately following the LFFA meeting] via Hybrid teleconference at the Capitola Branch Library, 2005 Wharf Road, Capitola CA 95010.

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

December 2021



Interim Library Director's Report to the JPA

As we reflect on the many changes that we experienced throughout the pandemic and lessons learned, the Library is also busy organizing for a dramatic expansion of new services in 2022. The Santa Cruz Public Libraries is reopening five of its branches next year. Those branches are Boulder Creek, Garfield Park, Scotts Valley, Live Oak and Branciforte. In today's meeting, we will discuss the implications those new branches will have on our service model and staffing levels. Additionally, by the end of March, the Library will have completed a new Strategic Plan and it will be reviewing new design plans for the mixed-use Downtown Library project. The first phase of the design process has successfully kicked off with input from the public in multiple focus groups.

In addition to reopening our branches, the Library is also introducing new programs in the coming months. Through the support of a state grant, the Library is bolstering its workforce development services. On December 1st, the Santa Cruz Public Libraries, in collaboration with Your Future is Our Business, gathered three individuals from three different job sectors to talk about their profession. This hybrid event hosted an online seminar that anyone could access remotely, and at the same time, a screening in the Downtown Meeting Room was held for any interested teen. The event is part of the Santa Cruz Workforce Collaborative grant. The Santa Cruz Workforce Collaborative will offer a holistic approach to jobseekers at various levels of need by bringing together information about local workforce programs in the library's Navigation Center, creating a much-needed roadmap of services, and providing bilingual, 1-on-1, and workshop-based support to individuals in navigating the career development process. This collaborative is intended to help adults and teens that are looking to find a job or a career, or further their experience.

Additionally, throughout the beginning of November and as part of the national United Against Hate Week (UAHW) movement, SCPL has partnered with Santa Cruz County United for Safe and Inclusive Communities (SCCUSIC) to bring community members together through films, conversations and actionable opportunities to prevent hate violence and to build safe, inclusive environments where everyone can participate in public life. Starting in October, the Library, through the sponsorship of the Friends of the Santa Cruz Public Libraries and the Community Television of Santa Cruz, began providing workshops for teens to explore storytelling through digital animation. And on November 13th, the La Selva Branch Library kicked off a Craft/Fair Event in collaboration with the Friends of the Library, La Selva Beach Improvement Association and the La Selva/Aptos CERT. The event celebrated the newly remodeled branch and enticed hundreds of individuals who enjoyed the day's activities.

Also, in December, the Library's Conversations for Change series dives into the topic, "Capitalism, Socialism or some of each?" Conversations for Change is a library sponsored event designed to foster greater understanding among individuals who may have different viewpoints. In small group conversations, guided by a trained host, participants practice being open and curious about all perspectives, with a focus on learning from one another. December's conversation will explore this topic: Conservatives love capitalism and liberals love socialism, at least you might think so by reading popular news and social media posts today. But, what are the *real* definitions, and what do people mean when they use the words in casual conversation? In this conversation we will examine various definitions used at different points in time and place. And, we will delve into

how the words are used in popular media today, and whether there are aspects of each that might be useful in our modern economy and the country's future.

These are some of the enriching programs and services that we are excited to deliver now and in the upcoming weeks. Please visit our website to see our entire calendar of events. We are also proud to present to you the many accomplishments in the attached report of the Library's workplan for the first quarter of the fiscal year, which includes our activities from July through the end of September.

I would also like to acknowledge the contribution to our knowledge and understanding of public libraries from librarian, Hui-Lan Titangos who authored, *Harriet G. Eddy & California County Libraries, a New Interpretation*. Hui-Lan Titangos is one of our excellent librarians at Santa Cruz Public Libraries and who works in our collection management division. Her book is a biographical research publication dedicated to the educator that organized the California County Library System more than a hundred years ago. The California State Library Foundation hosted an interview with Hui-Lan that has now received over 700 unique visits on YouTube and can be viewed here: <https://youtu.be/LS7k1W9-q7A>

And last, but certainly not least, I would like to welcome our new and re-hires since we last met. They are:

On-Call Library Assistant II's:

Kara Dyble, Emma Jennings, Laamsha Young, Emily Lauerman, Raven Patrick, Pasha Wrangell, Danielle Zaragosa-Edler

On-Call Librarians:

Emily Lauerman, Raven Patrick, Laamsha Young

Library Assistant II Programs Support:

Shakaim Redrovan

Chair Carlos Palacios
Vice Chair Jamie Goldstein
Board Member Rosemary Menard
Board Member Casey Estorga



STAFF REPORT

AGENDA: Thursday, December 2, 2021

DATE: November 30, 2021

TO: Library Joint Powers Authority Board

FROM: Ruby Márquez, Chief Assistant County Counsel

SUBJECT: Resolution Re-authorizing the Library Joint Powers Authority to Continue Remote Teleconference Meetings Pursuant to Assembly Bill 361.

RECOMMENDATION:

Adopt Resolution No. 2021-003 Authorizing Continued Remote Teleconference Meetings pursuant to Assembly Bill 361.

DISCUSSION

Pursuant to AB 361 and as codified at California Government Code section 54953, legislative bodies may use modified teleconferencing rules to conduct public meetings during a proclaimed State of Emergency under certain circumstances, including that state or local officials have imposed or recommended measures to promote social distancing.¹ The State of Emergency proclaimed by the Governor on March 4, 2020, due to the COVID-19 pandemic remains in effect today. Moreover, the Santa Cruz County Health Officer continues to recommend measures to promote social distancing and has once again instituted a health order requiring that individuals wear face coverings in indoor settings.²

This Board adopted its initial AB 361 findings at the last meeting on October 7, 2021. To continue teleconferenced meetings under AB 361, the law requires that the Board adopt findings within thirty (30) days after its initial teleconference, and every thirty (30) days thereafter, that it has reconsidered the circumstances of the State of Emergency, and either (i) the state of emergency continues to directly impact the ability of the members to meet safely in person; and/or (ii) state or local officials continue to impose or recommend measures to promote social distancing.³

¹ Cal. Gov't Code § 54953(e)(1)(A)-(C).

² See *Order of the Santa Cruz County Health Officer, dated November 18, 2021*, <https://www.santacruzhealth.org/Portals/7/Pdfs/Coronavirus/PHO%20Order%20Requiring%20Face%20Coverings%20Indoors%2011-18-2021.pdf>

³ Cal. Gov't Code § 54953(e)(3).

**SANTA CRUZ LIBRARY JOINT POWERS AUTHORITY’S
SUBSEQUENT FINDINGS PURSUANT TO ASSEMBLY BILL 361 AUTHORIZING TELECONFERENCE
MEETINGS AS A RESULT OF THE CONTINUING COVID-19 PANDEMIC STATE OF EMERGENCY AND
HEALTH OFFICER RECOMMENDATION FOR SOCIAL DISTANCING**

WHEREAS, the **Santa Cruz Library Joint Powers Authority (“LJPA”)** is a legislative body under the Ralph M. Brown Act as defined under Cal. Gov. Code section 54952(b); and

WHEREAS, on September 16, 2021, Governor Newsom signed Assembly Bill 361 (“AB 361”), urgency legislation effective immediately, that amended Government Code section 54953 to permit legislative bodies subject to the Brown Act to continue to meet under modified teleconferencing rules provided that they comply with specific requirements set forth in the statute; and,

WHEREAS, pursuant to AB 361 and Cal. Gov. Code section 54953(e)(1)(A), a legislative body may meet under the modified teleconferencing rules during a proclaimed state of emergency, and where local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic, and which remains in effect; and

WHEREAS, on September 30, 2021, Santa Cruz County Public Health Officer Dr. Gail Newel strongly recommended that legislative bodies in Santa Cruz County continue to engage in physical/social distancing by meeting via teleconference as allowed by AB 361 and confirmed that she will regularly review and reconsider this recommendation and notify the public when it is no longer recommended; and

WHEREAS, pursuant to AB 361 and Cal. Gov. Code section 54953(e)(3), within 30 days of the date the legislative body first holding a teleconferenced meeting under the modified rules, and every 30 days thereafter, a legislative body can continue to hold such teleconference meetings provided it has reconsidered the circumstances of the state of emergency and determined either that the state of emergency continues to directly impact the ability of the members to meet safely in person or that local officials continue to recommend measures to promote social distancing; and

WHEREAS, on October 7, 2021, the **LJPA** held its initial teleconference meeting under AB 361; and

WHEREAS, the **LJPA** has once again reconsidered the circumstances of the current state of emergency and finds that the COVID-19 pandemic continues to directly impact the ability of members of the public to participate safely in person and further finds that the Santa Cruz County Public Health Officer continues to recommend measures to promote social distancing and indoor face coverings; and

WHEREAS, in the interest of public health and safety, and due to the emergency caused by the spread of COVID-19, the **LJPA** deems it necessary for the legislative bodies of the LJPA to continue utilizing the modified teleconferencing rules set forth in AB 361;

NOW, THEREFORE, the **Santa Cruz Library Joint Powers Authority (“LJPA”)** makes the following findings by a majority vote:

Section 1. The foregoing recitals are true and correct, and adopted as findings of the **Santa Cruz Library Joint Power Authority** and legislative bodies of the LJPA.

Section 2. Effective immediately, and for the next 30 days, the **LJPA** and its legislative bodies will meet via teleconference as authorized under AB 361 and Government Code section 54953(e)(3).

Section 3. No later than thirty (30) days from making today's findings, or at the next scheduled meeting, the Commission will reconsider the circumstances of the COVID-19 state of emergency and, if necessary, adopt subsequent findings to continue holding teleconference meetings in accordance with Government Code section 54953(e)(3).

PASSED AND ADOPTED by the **Santa Cruz Library Joint Powers Authority** in Santa Cruz County, State of California, this ____ day of _____, 20__, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair, Santa Cruz Library
Joint Powers Authority

ATTEST: _____
Helga Smith, Clerk of the Board

Approved as to Form:

Office of the County Counsel

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

REGULAR MEETING MINUTES

Virtual Meeting

**THURSDAY OCTOBER 7, 2021
5:00 P.M.**

1. ROLL CALL

PRESENT: Carlos Palacios, Jamie Goldstein, Rosemary Menard, Casey Estorga
STAFF: Interim Library Director Eric Howard

2. ADDITIONAL MATERIALS

None

3. ADDITIONS AND DELETIONS TO AGENDA

The Agenda of October 7, 2021 was approved by consensus.

4. ORAL COMMUNICATIONS

None

5. REPORT BY INTERIM LIBRARY DIRECTOR

Interim Library Director Eric Howard reported on the recent activities of the Library.

6. FRIENDS OF THE SANTA CRUZ PUBLIC LIBRARIES REPORT

Bruce Cotter, Executive Director, submitted his report on the recent activities of the Friends of the Santa Cruz Public Libraries with special emphasis on the Capital Campaign the Friends are engaged in at this time.

7. REPORT BY LIBRARY ADVISORY COMMISSION (LAC)

Lindsay Bass, Chair, reported on the recent LAC meeting of September 20, 2021.

8. COMMENTS BY BOARD MEMBERS

None

9. CORRESPONDENCE BY PUBLIC

None

10. CONSENT CALENDAR

RESULT: APPROVED CONSENT CALENDAR, Items 10 A – D.

- A. Approved the August 5, 2021 Board Meeting Minutes**
- B. Accepted and Filed Recent Articles about SCPL**
- C. Accepted and Filed 4th Qtr. Financial Report for FY 2020-2021**
- D. Accepted Grants and Amended the Budget**
 - a) Monterey Peninsula Foundation Grant Matching Funds from FSCPL**
 - 1. Approved FSCPL matching funds totaling \$159K spent directly to the County for the Boulder Creek (\$75) and La Selva Beach projects (\$84K).**
 - 2. Accepted the final FSCP matching funds totaling \$93K to conclude the matching funds match for the Monterey Peninsula Foundation Grant. These funds are earmarked for Garfield Park (\$84K) and Boulder Creek (\$9K).**
 - b) Approved and amended the FY 21/22 Library Budget in the amount of \$20,105.**

[UNANIMOUS]

MOVER: Jamie Goldstein
SECONDER: Rosemary Menard
AYES: Palacios, Goldstein, Menard, Estorga

11. GENERAL BUSINESS

- A. Election of Interim Chair and Vice-Chair for October through December 2021.**

RESULT:

Elected Interim Chair and Vice-Chair as the County of Santa Cruz and the City of Capitola respectively for October through December 2021.

[UNANIMOUS]

MOVER: Rosemary Menard
SECONDER: Casey Estorga
AYES: Palacios, Goldstein, Menard, Estorga

B. SCPL policies #101, 102 and 103

Result: Directed Staff to update policy #102 accordingly: *Individual Board members may not direct the work or actions of staff. Those questions and requests should be made to the Director of Libraries.....*[UNANIMOUS]

MOVER: Jamie Goldstein

SECONDER: Rosemary Menard

AYES: Palacios, Goldstein, Menard, Estorga

C. Salary Savings for Collection Spending

Result: Approved and Amended the FY 21/22 Library Budget in the amount of \$250,000. [UNANIMOUS]

MOVER: Jamie Goldstein

SECONDER: Rosemary Menard

AYES: Palacios, Goldstein, Menard, Estorga

D. Remote Teleconference Meetings Pursuant to Assembly Bill 361

Result: Adopted Resolution No. 2021-001 Authorizing Remote Teleconference Meetings pursuant to Assembly Bill 361. [UNANIMOUS]

MOVER: Rosemary Menard

SECONDER: Jamie Goldstein

AYES: Palacios, Goldstein, Menard, Estorga

12. Adjournment

Final Adjournment of the Library Joint Powers Authority Board (LJPA) at 10:57 a.m. to the next regular meeting on December 2, 2021 at 9:00 a.m. [immediately following the LFFA meeting] as a Hybrid meeting at the Capitola Branch Library barring any changes in health mandates.

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

Chair Carlos Palacios
Vice Chair Jamie Goldstein
Board Member Rosemary Menard
Board Member Casey Estorga



STAFF REPORT

DATE: December 2, 2021
TO: Library Joint Powers Authority Board
FROM: Eric Howard, Interim Library Director
RE: Media Packet

STAFF RECOMMENDATION

Accept and File the Media Packet for September 28 through November 17, 2021.

DISCUSSION

This Media packet covers the time period for September 28, 2021 through November 17, 2021.

Attachment: Media Packet

Report Prepared by: Diane Cowen,
Communications Manager

Reviewed and Forwarded by: Eric Howard, Interim Library Director

In the News and Media:

September 28 – November 17, 2021

Santa Cruz Sentinel *Regional Library news*

University of California, Santa Cruz (UCSC) to Become 126th Member of the Association of Research Libraries (ARL)



Filed by [Gary Price](#) on October 14, 2021 | From the [Association of Research Libraries \(ARL\)](#):

At its Fall 2021 Association Meeting held virtually September 28–October 6, the membership of the Association of Research Libraries (ARL) voted to invite [University of California, Santa Cruz \(UCSC\) Library](#) to join ARL as the 126th member, effective January 1, 2022. Elizabeth Cowell, the Richard L. Press University Librarian and Presidential Chair, University Library, UC Santa Cruz, accepted the invitation.

“Over the past 30 years, scholarship, teaching, and learning have changed tremendously,” said UCSC University Librarian Elizabeth Cowell. “How we absorb and disseminate information has been revolutionized. Libraries are not what they used to be. All this change means that serving library patrons is best done through intentional collaborative efforts.

ARL gives us a much stronger voice in the efforts to achieve barrier-free access to information. This election is a great honor for our team and for the university as a whole.”

The vote to approve UCSC’s membership followed a review of the University Library that considered both qualitative and quantitative data and a site visit. The review process included an examination of the breadth and depth of collections, uniqueness of research resources, services to the library’s community, potential contributions to scholarship, and leadership in the library and information science profession.

“We are pleased to welcome the University of California, Santa Cruz Library as the 126th member of the Association of Research Libraries. UC Santa Cruz Library is advancing the mission of research libraries through its incredible commitment to research information, digital scholarship, open access, and special collections and archives. We look forward to UCSC’s active participation in the Association in our work to strategically advance and support the research enterprise,” said ARL President K. Matthew Dames, the Edward H. Arnold University Librarian, Hesburgh Libraries, University of Notre Dame.

Santa Cruz Sentinel *News*

Name dropping | Cabrillo College receives \$5 million grant

October 3, 2021 at 10:00 a.m.

Branch marks opening

U.S. Bank announced the grand opening of its Aptos branch located at 96 Rancho Del Mar in Aptos. The new branch replaces a branch that previously closed.

A ribbon-cutting ceremony will be held at 10 a.m. Tuesday in partnership with the Aptos Chamber of Commerce.

To celebrate the new branch location, U.S. Bank is also donating \$8,000 to support the Aptos community, including \$4,000 to Aptos-based California FarmLink and \$4,000 to Friends of Santa Cruz Public Libraries, earmarked to support a rebuild of the Aptos Library.

Photo | Ensamble Folclórico Colibrí dancers jointly celebrate Hispanic heritage and LGBTQ+ history



By [SHMUEL THALER](#) | sthaler@santacruzsentinel.com | Santa Cruz Sentinel

October 10, 2021 at 4:48 p.m.

Afternoon sunlight shines brilliantly through the dresses of Ensamble Folclórico Colibrí dancers as they bring a rainbow of color to the courtyard at Santa Cruz City Hall on Sunday. The LGBTQ+ dance troupe performed during a joint celebration of Hispanic Heritage Month and LGBTQ+ History Month sponsored by the Santa Cruz Public Libraries. A small exhibit of Folklórico costumes is open to the public at the downtown Santa Cruz library through Oct. 16 and then Oct. 17-23 at the Capitola Branch. National Hispanic Heritage Month runs from Sept. 15 to Oct. 15 in the United States to recognize the contributions and influence of Hispanic Americans to the history, culture, and achievements of the country. (Shmuel Thaler/Santa Cruz Sentinel)

Santa Cruz Sentinel *Editorials*

Guest Commentary | Let voters decide on our proposal for downtown Santa Cruz

November 5, 2021 at 5:00 a.m.

By Lira Filippini

Our downtown is the heart of our community. It beats with the seasons – experiencing waves of visitors, students, events, traditions, and activities. It holds much of our history and houses much of our population. The landscape of our downtown is also in a constant state of change; one that experiences waves of increased development. We are on the precipice of one such wave and as it approaches, some of us are asking – how can we best provide for our community – from the heart, without skipping a beat?

A coalition of organizations has formed a FPPC campaign committee to bring a voter's initiative to the 2022 ballot. The Our Downtown, Our Future group has come together to propose a different plan for our downtown than the City's current mixed-use proposal (garage-library-housing).

We support the City's plan to build affordable housing. We see our Santa Cruz population growing, and the densification expected for our future poses tricky puzzles to solve so that we can structure the most sustainable future for our changing community. Will we take this moment in history to look at what the various needs of our community are, look at our layout, look at our resources, and then make decisions that best serve our needs as we grow upward?

Well documented in scientific and psychological literature is that we need close access to open space and nature. There aren't many locations downtown to allocate as a space to fulfill that need, in a quickly densifying population. We believe that Lot 4, home to the weekly Farmers' Market, is the optimal central location for community open space and outdoor public events downtown. Its 10 big and beautiful heritage trees have seen decades of community gathering, sheltering us from the sun and grounding us in shared community roots. This shared experience and history creates a "sense of place," shown to be very important for engaged and thriving communities.

When we found out that the City wanted to build the new library here, coupled with needed housing – but packed-in against a massive six-story parking garage – we felt there must be a better way to provide the things we need for our community with everything in its optimal place.

There must be a better way to build this affordable housing that looks out over a park instead of a parking garage, and that gets fresh air instead of exhaust fumes; a way to actually fund even more affordable housing, and a way to commit to a healthy planet with the decisions and actions we make.

After much work and problem solving from an array of community advocacy groups, we present a solution. Our community initiative proposes that the City amend the General Plan with the following:

- Prioritize 100% affordable housing on specific City-owned lots downtown, including Front Street's Lot 7, where residents would be near the San Lorenzo River and park instead of against a huge parking garage.
- To create the City's first dedicated funding stream for affordable housing by diverting annual slated parking revenue away from building the expensive and deemed unnecessary garage. Parking revenue would also supplement Measure S funds for Library renovation and Lot 4 improvements for the Farmers' Market space.
- To preserve the large, sunny and centrally located Lot 4 parcel as a public space that provides a permanent location for the Farmers' Market, saving 10 heritage trees, and creating the future potential for a green community space – a Downtown Commons.
- To renovate the City's Public Library at its historic Civic Center location, honoring our history and sense of place.

We hope that this will be embraced by our community who want to create a society where the environment is upheld, where people who work and study here find housing, and where we can all have access to community space to move, breath, engage and gather. All in all, we say "let the voters decide."

Lira Filippini is a community activist and the Co-Chair of Our Downtown, Our Future.

Guest Commentary | Proposed ballot initiative would hurt library and affordable housing efforts

By [SANTA CRUZ SENTINEL](#) | November 12, 2021 at 5:00 a.m.

By Martín Gomez and 3 others

The Sentinel recently printed a Guest Commentary concerning the proposed ballot measure to block the Library Mixed Use Project planned for a City-owned downtown parking lot. Unfortunately, there were significant errors and omissions in that commentary.

Let's take a look.

The commentary claimed the measure would prioritize affordable housing on specific lots. However, it didn't mention the measure will prevent more than 100 affordable apartments from being built —apartments that could begin construction in about one year. The measure would also compromise other affordable housing projects that are even closer to construction.

The commentary noted the measure will preserve the existing downtown library. The claim is that this honors our history and sense of place. What isn't said is that this leaves us with an inferior library. Also unsaid is the fact that a committee of residents and experts conducted a thorough, public study and unanimously concluded a new library is the best option. So, we can honor the outdated building that is not serving our community well ... or we can create a new library with modern services to meet our community's needs. It all depends on what we want to honor: our community's people or a mediocre building.

The commentary promoted building apartments on Front Street because they would be near the San Lorenzo River. However, any theoretical housing built would have a view of buildings on both Pacific and Front Street, not the river.

The commentary spoke of creating a new funding stream for affordable housing. To call this a dedicated funding stream is not accurate. If the measure passed, there might be a bit of funding for housing, but it would be competing with transportation, parking, farmers market improvements, and library improvements. And, the funding stream referred to already exists. It's not new. Also, with the already-in-progress Library Mixed Use Project nearly 100% funded now, another ballot measure is not necessary.

The commentary also claimed that the current project's housing would look out over a parking garage. This is just an imaginative fabrication designed to alarm us. In fact, the project follows best practices in green urban housing and planning because it will support consolidation of various 20th-century surface parking lots, resulting in zero net-new parking spaces and will facilitate building about 300 affordable housing units at four sites that might otherwise not be feasible. Parking associated with the Library project is only going to replace parking that's being removed elsewhere downtown.

The commentary aims to build support for preserving the current location of the Downtown Farmers' Market. This is a case of a solution in search of a problem, since the Farmers' Market has publicly stated they have a "phenomenal" relationship with the City of Santa Cruz. They're working together to identify a new, permanent location downtown. In fact, the Farmers' Market has stated they have nothing to do with the proposed measure.

It's always good to "Let the people decide," as the commentary stated. What's also good is what's already happened: a multi-year public process with many citizen committee meetings, community input sessions and City Council hearings with vigorous community debate. Putting together a confusing, misleading ballot measure is particularly troubling for those of us who strongly advocate for affordable housing.

The environmental value of creating many apartments for Santa Cruz workers and families is real. Consider how many fewer car trips will occur when 100 households can use non-automobile transportation for work and for basic needs — rather than commuting for 25 or 50 miles.

Creation of an environmentally sustainable downtown with additional affordable housing, an excellent library, and a more efficient use of limited parking is now underway. The proposed ballot initiative prevents it from happening.

This Guest Commentary was authored for Downtown Forward by Martín Gomez, Downtown Library Advisory Committee 2017-18; Amelia Conlen, Chair of the RTC's Bicycle Advisory Committee; Stacey Nagel, Board Chair of the SC County Business Council; and Don Lane, Co-founder of Housing Santa Cruz County.

Santa Cruz Sentinel *Letters*

Letter | Enough anti-library project columns by Kessler

September 29, 2021 at 5:00 a.m.

I've lost track of how many anti library building articles Stephen Kessler has written. Does he get paid to write the same thing over and over? I am surprised that a professional writer supports a plan that closes the current library down for at least two years, while rebuilding it smaller. Even if he has plenty of resources, what about the future writers in our community? I'd like to see the library rebuilt with the parking and housing, and then use the current site for a park plaza with public restrooms, which we could use for markets, cultural fairs and such.

— *Linda Snook, Santa Cruz*

Letter | Dreading loss of Farmers Market lot for library

September 29, 2021 at 5:00 a.m.

While welcoming back the return of the monthly downtown Antiques Faire two weeks ago and enjoying the beautiful bounty of the downtown Farmers Market, I couldn't help dreading the idea that Parking Lot 4, where those events have taken place for years, may be obliterated, the stately shady trees chopped down, and an out-of-scale concrete building erected in that location. What a pity that the City bungled the voter-approved intention of restoring the library by entangling it with the popular Farmers Market. The library and the market provide goods and services that sustain everyone. Their current locations are the optimal ones. A fifth downtown parking garage does not belong there. Subsidized housing can be created on other City properties, leaving Lot 4 to blossom into a thriving community focal point for residents and visitors alike.

— *Judi Grunstra, Santa Cruz*

Letter | Mixed-use library project will benefit downtown

October 3, 2021 at 7:00 a.m.

I loved seeing the letter of Sept. 29, headlined by the editors: "Enough anti-library project columns by Kessler." I wholeheartedly agree. I believe we all know how Mr. Kessler feels, thank you. I, like the letter writer, am in favor of the library being rebuilt with parking and housing. I have attended Downtown Library Advisory Committee meetings and believe that the mixed-use building can be beautiful, generate an increase in library usage, and make the library's invaluable services more available to the community. The mixed-use style concept has been brought to life in numerous other cities, it would benefit our downtown and our citizens. The old library site could be re-envisioned in a way to continue the tradition of a civic area that provides public space and restrooms.

— *Shannon Tracy Greene, Santa Cruz*

Letter | Wants a renovation of downtown library branch

October 18, 2021 at 5:00 a.m.

How odd for a librarian to misstate facts and push against freedom of public expression in a newspaper. Perhaps a sign of desperation among people who favor turning a tree-shaded Farmers Market into a 6-7 story monstrosity?

As Group 4 established in their May 2020 "Santa Cruz Downtown Library Mixed-Use Project Cost Assessment," renovation of the existing library costs slightly less per square foot than the proposed Lot 4 library – each for the same "base" level of finish.

I voted for Measure S and I love libraries. The then-director of Santa Cruz Public Libraries said during the campaign, "The downtown Santa Cruz branch, the flagship of the system, requires a comprehensive renovation." I want a comprehensive renovation.

Stephen Kessler has used consideration of the Lot 4 project to deepen our understanding of things that matter: city planning, our politics, and our prospects for democratic government in Santa Cruz.

— *John Hall, Santa Cruz*

Letter | Downtown would suffer under new proposal

November 7, 2021 at 7:00 a.m.

Re: the Nov. 5 Guest Commentary, “Let voters decide on our proposal for downtown Santa Cruz”: Many great ideas, like keep the original library. I use Google myself. But “strictly use land owned by the city for 100% affordable housing.” Sounds like segregation. I do get that low income many times is not super compatible with market-rate renters. But is it downtown where we want highly concentrated numbers of people with lots of free time who have creative ways to make extra money, many times in ways that go contrary to our socially allowed behavior? Will this be conducive to people wanting to go downtown to spend money?

— *Chelsea Wagner, Santa Cruz*

Letter | Guest Commentary on library a NIMBY message

November 10, 2021 at 5:00 a.m.

“Our downtown” ... The “our” of course refers to Santa Cruz residents who have repeatedly and forcefully sent their NIMBY message to the rest of the county.

1. The library is a main branch of the county system and as such will serve the thousands who cannot walk or bike to its crumbling current site.
2. The suggestion to build low-income housing near the park and river would create dense housing blocks away from amenities in an area known for being both unsafe and risky after dark.
3. The library on the planned-for site would serve the entire county seven days a week — not just one afternoon a week (Farmers Market) with 11 heritage trees which then shade a parking lot for the other six days
4. “Let the voters decide” is straight from the playbook of the Santa Cruz residents who killed a proposed desalination plant with that same threat.

— *Johanna Bowen, Santa Cruz*

Letter | Spurious ‘scare tactics’ on proposed library vote

November 12, 2021 at 5:00 a.m.

The Letter attacking the Nov. 5 Guest Commentary espousing voting on a parking garage library, was way off course. To call this NIMBY is strange since nobody’s backyard is in question, but just open civic space vs, a five-story, block-long structure of concrete. The argument “thousands who cannot walk or bike to its crumbling current site” is actually funny. I drive into downtown, park, and walk steps, maybe blocks, to a vibrant well-populated library which is outdated, but certainly not crumbling. Stating that the new site would serve “the entire county seven days a week” is odd since the current library serves the county seven days a week. And then to state that affordable housing within sight of the river somehow disallows residents access to “amenities” is just spurious. There are obviously divergences on this issue but let’s re-read the Commentary with its thoughtful, reasoned overview, and eschew erroneous scare tactics.

— *Susan I Stuart, Santa Cruz*

Letter | Library proposal’s funding plan would be illegal

November 12, 2021 at 5:00 a.m.

The recent Sentinel Guest Editorial supporting a citizen vote over a new central library branch, affordable housing, and parking argues that the way to fund their alternative vision is to “divert” funding from the Downtown Parking Fund to these other purposes. The only problem is that to do so would be illegal.

The parking fund is paid for by fees gathered from downtown property owners and retailers. They pay into the fund to provide shared parking for their customers. Where the current plan is to have the parking fund contribute to the shared and common building costs of a mixed use project that includes parking, to divert the funds to a library or housing that is being built somewhere else

would be illegal and not possible. That's why library staff, the citizen's library committee, and the City Council all support the current proposal.

— *Mike Rotkin, Santa Cruz*

Letter | Misrepresentations about library ballot measure

November 12, 2021 at 5:00 a.m.

A recent letter misrepresents OurDowntownOurFuture.org's ballot measure.

1. The NIMBY word is incorrect: we propose three times more units of affordable housing than is planned on Lot 4.
2. The present Downtown Library's basic structure is sound. Jayson Architecture has provided the City plans for a top-to-bottom renovation for a new 21st century stand-alone library. Bonus: renovation costs less than the Lot 4 library would, and leaves more room for future expansion – when we can afford it – on the neighboring parking lot.
3. Building “dense housing blocks”? Have you looked at the planned market-rate (unaffordable) housing projects and boutique hotel?
4. The Downtown Farmers' Market deserves the best permanent location. Lot 4 can become a true public space not only for the Market and Heritage trees, but for fairs, concerts and community gatherings. Future generations will thank us.

For our future, “let the voters decide” – why is that a “threat”?

— *John Hall, co-chair, Our Downtown, Our Future, Santa Cruz*



Who Really Supports Affordable Housing in Downtown Santa Cruz?

Mixed-use library project continues to deepen divide in progressive politics

BY [JACOB PIERCE](#) | POSTED ON SEPTEMBER 28, 2021

The heated debate over a proposed multi-story parking garage, apartment building and [library](#) is rounding a corner and headed for the next level.

Opponents of the project are preparing to gather signatures to try and stop it from ever breaking ground, while attempting to shape the future of downtown Santa Cruz.

“We’re tying together several different elements,” activist Rick Longinotti told me earlier this month.

The group—Our Downtown, Our Future—wants to block the construction of a planned mixed-use project on Lot 4, the current site of the farmers market. Under the city of Santa Cruz’s current plan for downtown, the city would develop the site. The project would include more [than 100 units of affordable housing](#).

By contrast, the Our Downtown plan pitches to build affordable housing at other lots downtown, while preserving a permanent place for the farmers market at its current location. The group also wants to remodel the existing downtown library, instead of building a new one.

The group has made no secret of its intention to circulate a petition for a ballot initiative, even signaling its plans to the City Council, as [reported by Lookout Santa Cruz](#). Currently, Our Downtown is waiting for City Attorney Tony Condotti to finish reviewing the language, but Longinotti and fellow organizer John Hall are eagerly looking forward to their launch. They plan to make affordable housing a central part of their campaign.

But some supporters of the project and of affordable housing are skeptical of their intentions. It hasn’t helped that a five-week-old draft of the ballot language, crafted by Hall and other opponents, has been making the rounds. The document includes a note about how to “strengthen”

the language that already blocks the construction of a new library and garage and make things more explicit.

It reads, “Is there a way to strengthen this and to prevent the construction of affordable housing on Lot 4?”

It was written by John Hall.

Hall explains to *GT* that he made that comment at a time when he and his allies were still feeling their way through the issues around downtown development. In any case, Hall feels that Lot 4—on Cathcart and Cedar—is a better site for the farmers market, and also that Lot 7—on Front Street—would be a better place for apartments. He adds that the group did not end up including any mention of blocking affordable housing in the final ballot language.

But Joe Ferrara, who owns Atlantis Fantasyworld and supports the mixed-use project, says he’s “mystified” at how people in Santa Cruz who call themselves “progressive” aren’t more supportive of affordable housing.

“They say they support affordable housing. But putting *this* affordable housing in the mixed-use project in Lot 4 will allow more people to work downtown,” Ferrara says, when told of Hall’s note. Santa Cruz Community Ventures Executive Director Maria Cadenas, a housing advocate, feels that the candor in Hall’s note reveals the real intentions behind the group—trying to block affordable housing and dictate where it belongs.

Noting a long history of racism in Santa Cruz, Cadenas says that the city—with its large single-family-zoned neighborhoods—has a bit of a gated community feel to it. And when she hears well-to-do Santa Cruzans get choosy about all the places they don’t want new multifamily housing, it sounds to her like they are telling working people “wait your turn,” she says.

Hall says he does care about affordable housing and his concerns were just about Lot 4, specifically. He adds that he has been working as part of a coalition to get housing built as part of [the Peace United Church of Christ](#). “I’ve been in the trenches, working to create affordable housing,” he says.

Former Mayor Don Lane—interim governing board chair for the nonprofit Housing Santa Cruz County—supports the mixed-use project, partly for housing that would be included on site and partly because of the potential to build more affordable housing at the site of the current library.

He says that, generally speaking, a lot of people who say they care about affordable housing aren’t willing to put it above other priorities—like their idealized allotment of car parking, their preferred site for downtown’s public library or their preferred site for the farmers market.

“And then, some of us say we’re going to have to pull out all the stops, and we have an incredible opportunity to build affordable housing on this site,” Lane says.

If a new development gets built at Lot 4, it wouldn’t spell the end of the downtown farmers market. Santa Cruz Farmers Markets Director Nesh Dhillon and the market’s board has been working with the city to identify a permanent pavilion for the market downtown. Dhillon says he understands where Hall and his group are coming from, but they don’t speak for the market itself, Dhillon says. “They want this vision and they want it to be on Lot 4,” Dhillon says. “But if Lot 4 did get developed, they would still want to see their concept. Which is more important—the location or the concept? The concept can go in a lot of places.”

If the city’s mixed-use project does end up becoming reality, Santa Cruz could potentially put housing in both Lot 4 and Lot 7, but it would depend on a number of factors, including the new site for the farmers market.

Hall believes that no one has all the solutions to the housing affordability crisis right now. He says his vision is better for the long run. “If we look 40 years ahead,” he says, “do we want Lot 4 to have a six-story building on it, or do we want it to be public space?”

On the other hand, there’s another idea that hasn’t been a part of the discussion around new buildings and the future of Lot 4.

And that is that maybe a six-story building isn’t tall enough.

Affordable housing developer Sibley Simon hasn’t taken a position on the mixed-use structure. He loves the affordable housing in the plan. He loves the library. He isn’t crazy about all the 400

parking spots, though, even though the city has cut the [number](#) of [spaces](#) in the plan [twice](#). The demand for parking is speculative, Simon says.

He looks at the project not as a monolith, but as a catalog of individual policy decisions and political tradeoffs.

If Santa Cruzans really care about affordable housing, Simon hopes they will lobby the City Council to essentially proceed with the mixed-use project it planned, with two modifications. He says the city should cut down the parking in the project again and also allow the nonprofit developer to go higher. That would let the builder put more homes in the project and maximize affordability.

Now is the time, Simon stresses, for Santa Cruz gets over its fear of moderately tall buildings.

"I'm excited about any project that has affordable housing," Simon says. "We should all be pushing for the project to have more housing, more height and less parking, since that is a very expensive use of public funds."

Things To Do in Santa Cruz: Sept. 29-Oct. 5

COMMUNITY

CENTRAL COAST FIRST PEOPLES: MAKE A CANOE WITH LINDA JANKLOW / PEOPLEOLOGIE The Santa Cruz area is and was home to the Awaswas-speaking Uypi Tribe and the Amah Mutsun Tribal Band. Learn about ancient traditions using plants to make everyday tools and objects. Knot, weave, build a boat, and try it out in water! Registration required. The program will take place on the Felton patio. Saturday, Oct. 2, 1pm. Felton Branch Library, 6121 Gushee St., Felton.

CUÉNTAME UN CUENTO Acompáñanos para una hora de cuentos, actividades y canciones en español. Este programa es para niños de 0-8 y sus familias. La hora será miércoles a las 4:30pm. Nos reuniremos en el porche exterior. Cuéntame un Cuento se llevará a cabo en Capitola durante el período de construcción de Live Oak. En caso de mal clima, se cancelará la hora de cuentos. Join us for Spanish Storytime, activities, and music! This program is best suited for kids ages 0-8 and their families. Storytime takes place on Wednesday at 4:30pm. We will meet on the outside porch. Storytime will take place at Capitola during Live Oak's construction period. In the event of bad weather, storytime will be cancelled. Wednesday, Sept. 29, 4:30pm. Capitola Library A Santa Cruz City County Public Library Branch, 2005 Wharf Road, Capitola.

FELTON TODDLER TIME Join Librarian Julie on our beautiful Felton patio for Toddler Time. Toddler Time is a weekly early literacy program for families with children ages 0-3 years old. Music, movement, stories, fingerplays, rhymes, and songs are a fun way for your child to learn. Let's play and learn together! Make sure to bring something to sit on. We ask that adults please wear a mask. Repeats weekly. Wednesday, Sept. 29, 11am. Felton Branch Library, 6121 Gushee St., Felton.

LA SELVA BEACH PRESCHOOL STORYTIME Join us for a fun interactive storytime. We'll read books, sing songs and use rhythm and movement. This event is suitable for children ages 3-6 years. There will be an arts and crafts project to take home. This event will be held outside on the back patio. Please bring something to sit on and dress for the weather. Masks will be required. Repeats weekly. Tuesday, Oct. 5, 11am. La Selva Beach Branch Library, 316 Estrella Ave., La Selva Beach.

PRESCHOOL STORYTIME IN THE SECRET GARDEN Join us in the Secret Garden in Abbott Square at the MAH for storytime! We'll share stories, songs and rhymes in a safe environment! This 30-40 minute program is intended for children aged 2-6. Do it yourself craft kits will be provided every week. Every other week we will feature STEM-related stories and concepts. Tuesday, Oct. 5, 11am. Abbott Square, 118 Cooper St., Santa Cruz.

PRESCHOOL STORYTIME ON THE FELTON PATIO Join Librarian Jackie on our beautiful Felton patio for Preschool Storytime. Preschool Storytime is a weekly early literacy program for children ages 3-5 years old and their caregivers. Music, movement, stories, fingerplays, rhymes, and songs are a fun way for your child to learn. Let's play and learn together! Make sure to bring

something to sit on. We ask that adults as well as children ages 3 and up please wear a mask. Repeats weekly. Thursday, Sept. 30, 11am. Felton Branch Library, 6121 Gushee St., Felton.

Things To Do in Santa Cruz: Oct. 6-12

COMMUNITY

CUÉNTAME UN CUENTO Acompáñanos para una hora de cuentos, actividades y canciones en español. Este programa es para niños de 0-8 y sus familias. La hora será miércoles a las 4:30pm. Nos reuniremos en el porche exterior. Cuéntame un Cuento se llevará a cabo en Capitola durante el período de construcción de Live Oak. En caso de mal clima, se cancelará la hora de cuentos. The Spanish Storytime, activities and music is for kids 0-8 years old, and their families. Storytime takes place at 4:30pm on Wednesday on the outside porch; it also takes place in Capitola during Live Oak's construction period. Storytime is canceled if it rains. Wednesday, Oct. 6, 4:30pm. Capitola Library A Santa Cruz City County Public Library Branch, 2005 Wharf Road, Capitola.

FELTON TODDLER TIME Join Librarian Julie on the beautiful Felton patio for Toddler Time. Toddler Time is a weekly early literacy program for families with children ages 0-3 years old. Music, movement, stories, fingerplays, rhymes and songs are fun ways for children to learn. Play and learn together. Bring something to sit on. Adults are required to wear masks. Every week. Wednesday, Oct. 6, 11am. Felton Branch Library (NEW), 6121 Gushee St., Felton.

JAVASCRIPT CODING This program will follow the curriculum from Khan Academy called "Intro to JS: Drawing & Animation." It covers fundamental ideas of computer science, and helps students learn JavaScript, one of the most popular programming languages. The curriculum has 18 modules, each with a few videos, short readings and hands-on activities. Students are free to work at their own pace; an advanced Khan Academy course is available for students who move quickly. Prior programming experience is not required. Class is open to students 8-18 years old. For more information, please contact Julie Soto at sotoj@santacruzpl.org; registration required. Thursday, Oct. 7, 3pm.

KNITTING AT THE FELTON LIBRARY Join us every Monday afternoon at the Felton Branch for a knitting party. All you need to do is bring some yarn and knitting needles. All ages are welcome. Monday, Oct. 11, 12:30pm. Felton Branch Library, 6121 Gushee St., Felton.

LA SELVA BEACH PRESCHOOL STORYTIME Read books, sing songs and use rhythm and movement. This event is suitable for children ages 3-6 years. There will be an arts and crafts project to take home. Held outside on the back patio, so bring something to sit on and dress for the weather. Masks are required. Repeats weekly. Tuesday, Oct. 12, 11am. La Selva Beach Branch Library, 316 Estrella Ave., La Selva Beach.

PRESCHOOL STORYTIME IN THE SECRET GARDEN Share stories, songs and rhymes in a safe environment. This 30-40 minute program is intended for children aged 2-6. Do-it-yourself craft kits provided every week. Every other week features STEM-related stories and concepts. Tuesday, Oct. 12, 11am. Abbott Square, 118 Cooper St., Santa Cruz.

PRESCHOOL STORYTIME ON THE FELTON PATIO Preschool Storytime is a weekly early literacy program for children ages 3-5 years old and their caregivers. Music, movement, stories, fingerplays, rhymes and songs are fun ways for children to learn. Play and learn together! Bring something to sit on. Adults and children ages 3 and up are required to wear masks. Repeats weekly. Thursday, Oct. 7, 11am. Felton Branch Library, 6121 Gushee St., Felton.

Things To Do in Santa Cruz: Oct. 20-26

COMMUNITY

CUÉNTAME UN CUENTO Acompáñanos para una hora de cuentos, actividades y canciones en español. Este programa es para niños de 0-8 y sus familias. La hora será miércoles a las 4:30pm. Nos reuniremos en el porche exterior. Cuéntame un Cuento se llevará a cabo en Capitola durante el período de construcción de Live Oak. En caso de mal clima, se cancelará la hora de cuentos. Join us for Spanish Storytime, activities, and music! This program is best suited for kids ages 0-8 and their families. Storytime takes place on Wednesday at 4:30pm. We will meet on the outside porch. Storytime will take place at Capitola during Live Oak's construction period. In the event of

bad weather, storytime will be cancelled. Capitola Library A Santa Cruz City County Public Library Branch, 2005 Wharf Road, Capitola.

INTRO TO TAROT: MAGIC IN THE CARDS It's the perfect, spooky season for tapping into the magic of tarot cards! Learn a short history of the tarot, basic meanings of the 78 cards, how to ask them questions, and a special card spread for checking in with our thoughts and feelings and learning to make empowered decisions. The best part? You'll learn that the magic's all in you! Join Sarah from Hawthorn Mountain Tarot for this free class for teens. This program will be capped at 10 teens; first come, first serve. Saturday, Oct. 23, 2pm. Felton Branch Library, 6121 Gushee St., Felton.

KNITTING AT THE FELTON LIBRARY Join us every Monday afternoon at the Felton Branch for a knitting party. All you need to do is bring some yarn and knitting needles. All ages are welcome. Monday, Oct. 25, 12:30pm. Felton Branch Library, 6121 Gushee St., Felton.

LA SELVA BEACH PRESCHOOL STORYTIME Join us for a fun interactive storytime. We'll read books, sing songs and use rhythm and movement. This event is suitable for children ages 3-6 years. There will be an arts and crafts project to take home. This event will be held outside on the back patio. Please bring something to sit on and dress for the weather. Masks will be required. Repeats weekly. Tuesday, Oct. 26, 11am. La Selva Beach Branch Library, 316 Estrella Ave., La Selva Beach.

PRESCHOOL STORYTIME IN THE SECRET GARDEN Join us in the Secret Garden in Abbott Square at the MAH for storytime! We'll share stories, songs and rhymes in a safe environment! This 30-40 minute program is intended for children aged 2-6. Do it yourself craft kits will be provided every week. Every other week we will feature STEM-related stories and concepts. Tuesday, Oct. 26, 11am. Abbott Square, 118 Cooper St., Santa Cruz.

R.E.A.D.: REACH EVERY AMAZING DETAIL R.E.A.D. is one-on-one reading comprehension instruction for readers second through 12th grade. Instructors are California credentialed teachers. Sessions are 25 minutes long. By appointment only. Contact SCPL Telephone Information if you have any questions: 831-427-7713. Wednesday, Oct. 20, 3pm. Capitola Library A Santa Cruz City County Public Library Branch, 2005 Wharf Road, Capitola.

FELTON TODDLER TIME Join Librarian Julie on our beautiful Felton patio for Toddler Time. Toddler Time is a weekly early literacy program for families with children ages 0-3 years old. Music, movement, stories, fingerplays, rhymes, and songs are a fun way for your child to learn. Let's play and learn together! Make sure to bring something to sit on. We ask that adults please wear a mask. Repeats weekly. Wednesday, Oct. 20, 11am. Felton Branch Library (NEW), 6121 Gushee St., Felton.

Things To Do in Santa Cruz: Oct. 27-Nov. 2

COMMUNITY

FELTON TODDLER TIME Join Librarian Julie on our beautiful Felton patio for Toddler Time. Toddler Time is a weekly early literacy program for families with children ages 0-3 years old. Music, movement, stories, fingerplays, rhymes, and songs are a fun way for your child to learn. Let's play and learn together! Make sure to bring something to sit on. We ask that adults please wear a mask. Repeats weekly. Wednesday, Oct. 27, 11am. Felton Branch Library, 6121 Gushee St., Felton.

KNITTING AT THE FELTON LIBRARY Join us every Monday afternoon at the Felton Branch for a knitting party. All you need to do is bring some yarn and knitting needles. All ages are welcome. Monday, Nov. 1, 12:30pm. Felton Branch Library, 6121 Gushee St., Felton.

LA SELVA BEACH PRESCHOOL STORYTIME Join us for a fun interactive storytime. We'll read books, sing songs and use rhythm and movement. This event is suitable for children ages 3-6 years. There will be an arts and crafts project to take home. This event will be held outside on the back patio. Please bring something to sit on and dress for the weather. Masks will be required. Repeats weekly. Tuesday, Nov. 2, 11am. La Selva Beach Branch Library, 316 Estrella Ave., La Selva Beach.

PRESCHOOL STORYTIME IN THE SECRET GARDEN Join us in the Secret Garden in Abbott Square at the MAH for storytime! We'll share stories, songs and rhymes in a safe environment! This 30-40 minute program is intended for children aged 2-6. Do it yourself craft kits will be provided every week. Every other week we will feature STEM-related stories and concepts. Tuesday, Nov. 2, 11am. Abbott Square, 118 Cooper St., Santa Cruz.

R.E.A.D.: REACH EVERY AMAZING DETAIL R.E.A.D. is one-on-one reading comprehension instruction for readers second-12th grade. Instructors are California credentialed teachers. Sessions are 25 minutes long. By appointment only. Contact SCPL Telephone Information if you have any questions: 831-427-7713. Wednesday, Oct. 27, 3pm. Capitola Library A Santa Cruz City County Public Library Branch, 2005 Wharf Road, Capitola.

R.E.A.D.: REACH EVERY AMAZING DETAIL @ DOWNTOWN R.E.A.D. is one-on-one reading comprehension instruction for readers second-12th grade. Instructors are California credentialed teachers. Sessions are 25 minutes long. By appointment only. Contact SCPL Telephone Information if you have any questions: 831-427-7713. Thursday, Oct. 28, 3pm. Santa Cruz Public Libraries: Downtown, 240 Church St., Santa Cruz.

R.E.A.D.: REACH EVERY AMAZING DETAIL @ LA SELVA BEACH R.E.A.D. is one-on-one reading comprehension instruction for readers second-12th grade. Instructors are California credentialed teachers. Sessions are 25 minutes long. By appointment only. Contact SCPL Telephone Information if you have any questions: 831-427-7713. Wednesday, Oct. 27, 3pm. La Selva Beach Branch Library, 316 Estrella Ave., La Selva Beach.

GROUPS

CUÉNTAME UN CUENTO Acompáñanos para una hora de cuentos, actividades y canciones en español. Este programa es para niños de 0-8 y sus familias. La hora será miércoles a las 4:30pm. Nos reuniremos en el porche exterior. Cuéntame un Cuento se llevará a cabo en Capitola durante el período de construcción de Live Oak. En caso de mal clima, se cancelará la hora de cuentos. Join us for Spanish Storytime, activities, and music! This program is best suited for kids ages 0-8 and their families. Storytime takes place on Wednesday at 4:30pm. We will meet on the outside porch. Storytime will take place at Capitola during Live Oak's construction period. In the event of bad weather, storytime will be cancelled. Wednesday, Oct. 27, 4:30pm. Capitola Library A Santa Cruz City County Public Library Branch, 2005 Wharf Road, Capitola.

Things To Do in Santa Cruz: Nov. 3-9

COMMUNITY

CUÉNTAME UN CUENTO Acompáñanos para una hora de cuentos, actividades y canciones en español. Este programa es para niños de 0-8 y sus familias. La hora será miércoles a las 4:30pm. Nos reuniremos en el porche exterior. Cuéntame un Cuento se llevará a cabo en Capitola durante el período de construcción de Live Oak. En caso de mal clima, se cancelará la hora de cuentos. Join us for Spanish Storytime, activities, and music! This program is best suited for kids ages 0-8 and their families. Storytime takes place on Wednesday at 4:30pm. We will meet on the outside porch. Storytime will take place at Capitola during Live Oak's construction period. In the event of bad weather, storytime will be cancelled. Wednesday, Nov. 3, 4:30pm. Capitola Library A Santa Cruz City County Public Library Branch, 2005 Wharf Road, Capitola.

FELTON TODDLER TIME Join Librarian Julie on our beautiful Felton patio for Toddler Time. Toddler Time is a weekly early literacy program for families with children ages 0-3 years old. Music, movement, stories, fingerplays, rhymes, and songs are a fun way for your child to learn. Let's play and learn together! Make sure to bring something to sit on. We ask that adults please wear a mask. Repeats weekly. Wednesday, Nov. 3, 11am. Felton Branch Library, 6121 Gushee St., Felton.

KNITTING AT THE FELTON LIBRARY Join us every Monday afternoon at the Felton Branch for a knitting party. All you need to do is bring some yarn and knitting needles. All ages are welcome. Monday, Nov. 8, 12:30pm. Felton Branch Library (NEW), 6121 Gushee St., Felton.

LA SELVA BEACH PRESCHOOL STORYTIME Join us for a fun interactive storytime. We'll read books, sing songs and use rhythm and movement. This event is suitable for children ages 3-6

years. There will be an arts and crafts project to take home. This event will be held outside on the back patio. Please bring something to sit on and dress for the weather. Masks will be required. Repeats weekly Tuesday, Nov. 9, 11am. La Selva Beach Branch Library, 316 Estrella Ave., La Selva Beach.

PRESCHOOL STORYTIME IN THE SECRET GARDEN Join us in the Secret Garden in Abbott Square at the MAH for storytime! We'll share stories, songs and rhymes in a safe environment! This 30-40 minute program is intended for children aged 2-6. Do it yourself craft kits will be provided every week. Every other week we will feature STEM-related stories and concepts. Tuesday, Nov. 9, 11am. Abbott Square, 118 Cooper St., Santa Cruz.

R.E.A.D.: REACH EVERY AMAZING DETAIL R.E.A.D. is one-on-one reading comprehension instruction for readers second-12th grade. Instructors are California credentialed teachers. Sessions are 25 minutes long. By appointment only. Contact SCPL Telephone Information if you have any questions: 831-427-7713. Wednesday, Nov. 3, 3pm. Capitola Library A Santa Cruz City County Public Library Branch, 2005 Wharf Road, Capitola.

R.E.A.D.: REACH EVERY AMAZING DETAIL @ DOWNTOWN R.E.A.D. is one-on-one reading comprehension instruction for readers second-12th grade. Instructors are California credentialed teachers. Sessions are 25 minutes long. By appointment only. Contact SCPL Telephone Information if you have any questions: 831-427-7713. Thursday, Nov. 4, 3pm. Santa Cruz Public Libraries – downtown, 240 Church St., Santa Cruz.

R.E.A.D.: REACH EVERY AMAZING DETAIL @ LA SELVA BEACH R.E.A.D. is one-on-one reading comprehension instruction for readers second-12th grade. Instructors are California credentialed teachers. Sessions are 25 minutes long. By appointment only. Contact SCPL Telephone Information if you have any questions: 831-427-7713. Wednesday, Nov. 3, 3pm. La Selva Beach Branch Library, 316 Estrella Ave., La Selva Beach.

Things To Do in Santa Cruz: Nov. 10-16

ARTS AND MUSIC

LA SELVA BEACH BRANCH LIBRARY OPENING CELEBRATION AND HOLIDAY CRAFT FAIR The La Selva Beach Branch Library will host activities for adults and kids indoors and on the patio. Teenage magician James Chan will walk among the crowd performing magic and card tricks from noon-1pm and 1:30-2:30pm. The Craft Fair will feature 26 vendors of fine arts and crafts. The Friends of the LSB Library will host a book sale inside the Clubhouse. LSB Community Emergency Response Team (CERT) will host a bake sale and prize raffle to help fund community emergency response needs. Come and enjoy live music in the courtyard and great eats from local food trucks. Saturday, Nov. 13, 10am-4pm. La Selva Beach Branch Library, 316 Estrella Ave., La Selva Beach.

OUTDOOR FILM SCREENING AT GREATER PURPOSE BREWERY: UNITED AGAINST HATE As part of the national United Against Hate Week movement, SCPL has partnered with Santa Cruz County United for Safe and Inclusive Communities to bring community members together through films, conversations and actionable opportunities to prevent hate violence and to build safe, inclusive environments where everyone can participate in public life. Join us at Greater Purpose Brewery for a free outdoor screening and engaging discussion of Not in Our Town short films. This curated list of films feature how dedicated people and community groups stood, spoke and acted against hate when hate crimes were committed in their towns. A facilitated discussion will follow each film to explore what, where, why and how Santa Cruz County communities can unite against hate. Special thanks to Greater Purpose Brewery for hosting this event in their outdoor beer garden and making provisions for us to move inside in case of inclement weather. Food and beer will be available for purchase. Proof of vaccination or a mask is required for entry into the taproom. Cheers! Sunday, Nov. 14, 6pm. East Cliff Brewing Co., 21517 E Cliff Drive, Santa Cruz.

COMMUNITY

CUÉNTAME UN CUENTO Acompáñanos para una hora de cuentos, actividades y canciones en español. Este programa es para niños de 0-8 y sus familias. La hora será miércoles a las 4:30pm.

Nos reuniremos en el porche exterior. Cuéntame un Cuento se llevará a cabo en Capitola durante el período de construcción de Live Oak. En caso de mal clima, se cancelará la hora de cuentos. Join us for Spanish Storytime, activities, and music! This program is best suited for kids ages 0-8 and their families. Storytime takes place on Wednesday at 4:30pm. We will meet on the outside porch. Storytime will take place at Capitola during Live Oak's construction period. In the event of bad weather, storytime will be cancelled. Wednesday, Nov. 10, 4:30pm. Capitola Library A Santa Cruz City County Public Library Branch, 2005 Wharf Road, Capitola.

FELTON TODDLER TIME Join Librarian Julie on our beautiful Felton patio for Toddler Time. Toddler Time is a weekly early literacy program for families with children ages 0-3 years old. Music, movement, stories, fingerplays, rhymes, and songs are a fun way for your child to learn. Let's play and learn together! Make sure to bring something to sit on. We ask that adults please wear a mask. Repeats weekly. Wednesday, Nov. 10, 11am. Felton Branch Library, 6121 Gushee St., Felton.

KNITTING AT THE FELTON LIBRARY Join us every Monday afternoon at the Felton Branch for a knitting party. All you need to do is bring some yarn and knitting needles. All ages are welcome. Monday, Nov. 15, 12:30pm. Felton Branch Library, 6121 Gushee St., Felton.

LA SELVA BEACH PRESCHOOL STORYTIME Join us for a fun interactive storytime. We'll read books, sing songs and use rhythm and movement. This event is suitable for children ages 3-6 years. There will be an arts and crafts project to take home. This event will be held outside on the back patio. Please bring something to sit on and dress for the weather. Masks will be required. Repeats weekly. Tuesday, Nov. 16, 11am. La Selva Beach Branch Library, 316 Estrella Ave., La Selva Beach.

PRESCHOOL STORYTIME IN THE SECRET GARDEN Join us in the Secret Garden in Abbott Square at the MAH for storytime! We'll share stories, songs and rhymes in a safe environment! This 30-40 minute program is intended for children aged 2-6. Do it yourself craft kits will be provided every week. Every other week we will feature STEM-related stories and concepts. Tuesday, Nov. 16, 11am. Abbott Square, 118 Cooper St., Santa Cruz.

R.E.A.D.: REACH EVERY AMAZING DETAIL R.E.A.D. is one-on-one reading comprehension instruction for readers second-12th grade. Instructors are California credentialed teachers. Sessions are 25 minutes long. By appointment only. Contact SCPL Telephone Information if you have any questions: 831-427-7713. Wednesday, Nov. 10, 3pm. Capitola Library A Santa Cruz City County Public Library Branch, 2005 Wharf Road, Capitola.

R.E.A.D.: REACH EVERY AMAZING DETAIL @ DOWNTOWN R.E.A.D. is one-on-one reading comprehension instruction for readers second-12th grade. Instructors are California credentialed teachers. Sessions are 25 minutes long. By appointment only. Contact SCPL Telephone Information if you have any questions: 831-427-7713. Thursday, Nov. 11, 3pm. Santa Cruz Public Libraries Downtown Branch, 240 Church St., Santa Cruz.

R.E.A.D.: REACH EVERY AMAZING DETAIL @ LA SELVA BEACH R.E.A.D. is one-on-one reading comprehension instruction for readers second-12th grade. Instructors are California credentialed teachers. Sessions are 25 minutes long. By appointment only. Contact SCPL Telephone Information if you have any questions: 831-427-7713. Wednesday, Nov. 10, 3pm. La Selva Beach Branch Library, 316 Estrella Ave., La Selva Beach.

Things To Do in Santa Cruz: Nov. 17-23

ARTS AND MUSIC

GLOW: COMMUNITY ART PROJECT RECEPTION A reception and celebration of community art contemplating gratitude, engaging in creative expression, and connecting to the community. Art is available on a donation basis. Donations will fund local art programs and will be collected by the Felton Library Friends. For details please join us at the reception at Felton Branch Library Community Room from 1-4pm. Sunday, Nov. 21, 1pm. Felton Branch Library, 6121 Gushee St., Felton.

COMMUNITY

A CALL TO ACTION: INSPIRED BY ‘NOT IN OUR TOWN’ FILMS This is a bilingual program with live, simultaneous Spanish interpretation. As part of the national United Against Hate Week movement, SCPL has partnered with Santa Cruz County United for Safe and Inclusive Communities to bring community members together through films, conversations and actionable opportunities to prevent hate violence and to build safe, inclusive environments where everyone can participate in public life. Join community leaders as they discuss the topics raised in ‘Not in Our Town’ short films and share their perspectives on addressing and preventing hate/bias incidents that occur in Santa Cruz County. Hear differing community approaches to supporting policies and system changes that contribute to a safe and more inclusive community. We invite people from all walks of life to discover how every community member can play a part charting a better future. Films will be made available for free viewing during United Against Week on the Watsonville Film Festival virtual platform. Link will be provided Nov. 14-20, 2021. Watching the selection of Not In Our Town Films is recommended, but not required to participate and learn. Our facilitator for this event is Rabbi Paula Marcus. Registration is required for this virtual event, please visit santacruzpl.libcal.com/event/8478954. Wednesday, Nov. 17, 6:30pm.

CUÉNTAME UN CUENTO Acompáñanos para una hora de cuentos, actividades y canciones en español. Este programa es para niños de 0-8 y sus familias. La hora será miércoles a las 4:30pm. Nos reuniremos en el porche exterior. Cuéntame un Cuento se llevará a cabo en Capitola durante el período de construcción de Live Oak. En caso de mal clima, se cancelará la hora de cuentos. Join us for Spanish Storytime, activities, and music! This program is best suited for kids ages 0-8 and their families. Storytime takes place on Wednesday at 4:30pm. We will meet on the outside porch. Storytime will take place at Capitola during Live Oak’s construction period. In the event of bad weather, storytime will be cancelled. Wednesday, Nov. 17, 4:30pm. Capitola Library A Santa Cruz City County Public Library Branch, 2005 Wharf Road, Capitola.

FELTON TODDLER TIME Join Librarian Julie on our beautiful Felton patio for Toddler Time. Toddler Time is a weekly early literacy program for families with children ages 0-3 years old. Music, movement, stories, fingerplays, rhymes, and songs are a fun way for your child to learn. Let’s play and learn together! Make sure to bring something to sit on. We ask that adults please wear a mask. Repeats weekly. Wednesday, Nov. 17, 11am. Felton Branch Library (NEW), 6121 Gushee St., Felton.

KNITTING AT THE FELTON LIBRARY Join us every Monday afternoon at the Felton Branch for a knitting party. All you need to do is bring some yarn and knitting needles. All ages are welcome. Monday, Nov. 22, 12:30pm. Felton Branch Library, 6121 Gushee St., Felton.

LA SELVA BEACH PRESCHOOL STORYTIME Join us for a fun interactive storytime. We’ll read books, sing songs and use rhythm and movement. This event is suitable for children ages 3-6 years. There will be an arts and crafts project to take home. This event will be held outside on the back patio. Please bring something to sit on and dress for the weather. Masks will be required. Repeats weekly. Tuesday, Nov. 23, 11am. La Selva Beach Branch Library, 316 Estrella Ave., La Selva Beach.

PRESCHOOL STORYTIME IN THE SECRET GARDEN Join us in the Secret Garden in Abbott Square at the MAH for storytime! We’ll share stories, songs and rhymes in a safe environment! This 30-40 minute program is intended for children aged 2-6. Do it yourself craft kits will be provided every week. Every other week we will feature STEM-related stories and concepts. Tuesday, Nov. 23, 11am. Abbott Square, 118 Cooper St., Santa Cruz.

R.E.A.D.: REACH EVERY AMAZING DETAIL CAPITOLA R.E.A.D. is one-on-one reading comprehension instruction for readers second-12th grade. Instructors are California credentialed teachers. Sessions are 25 minutes long. By appointment only. Contact SCPL Telephone Information if you have any questions: 831-427-7713. Wednesday, Nov. 17, 3pm. Capitola Library A Santa Cruz Public Library Branch, 2005 Wharf Road, Capitola.

R.E.A.D.: REACH EVERY AMAZING DETAIL @ DOWNTOWN R.E.A.D. is one-on-one reading comprehension instruction for readers second-12th grade. Instructors are California credentialed teachers. Sessions are 25 minutes long. By appointment only. Contact SCPL Telephone

Information if you have any questions: 831-427-7713. Thursday, Nov. 18, 3pm. Santa Cruz Public Libraries – downtown, 240 Church St., Santa Cruz.

R.E.A.D.: REACH EVERY AMAZING DETAIL @ LA SELVA BEACH R.E.A.D. is one-on-one reading comprehension instruction for readers second-12th grade. Instructors are California credentialed teachers. Sessions are 25 minutes long. By appointment only. Contact SCPL Telephone Information if you have any questions: 831-427-7713. Wednesday, Nov. 17, 3pm. La Selva Beach Branch Library, 316 Estrella Ave., La Selva Beach.



Measure S + 10 Branches + Community Support = One GREAT Library System

(Friends of Santa Cruz Public Libraries) PROMOTED CONTENT

Libraries Need Friends

Quick Take

Since the passage of Measure S in 2016 see how community support has made, and will continue to make, new builds and magnificent renovations possible across the 10 branches of the Santa Cruz Public Libraries.

Friends make life better. They are there when you need them most. They help where they can. They know how to cheer you up. They listen.

The Friends of the Santa Cruz Public Libraries, commonly called "The Friends," supports the community's 10 branch public library system. A 501(c)3 nonprofit organization since 1979, The Friends champion SCPL's work with underserved people, county residents, students, families, and lifelong learners.

The organization's priorities are fundraising for the library system, listening to the needs of county residents, and promoting ever-expanding information services for everyone.

In 2016 with the passage of Measure S, Santa Cruz Public Libraries received a \$67 million bond measure to upgrade and improve local libraries. In 2021 the Friends of Santa Cruz Libraries volunteers are rallying together to raise \$1,000,000 to fill the gap in construction costs between Measure S and the amount that's actually needed for the Branciforte, Garfield Park and Aptos branches. They are at 62% now!

Take a look at what The Friends have accomplished so far and [help them reach their goal by making a donation today!](#)

New & Renovated Branches





1/6

Renovated Felton Branch opened in February 2020.

The Felton branch operated for nearly 60 years in a historic church building; charming, but not a modern library. The new 9,000 sf branch opened in Feb. 2020 on 2 acres of nearby land, the first Measure S project to be completed. This stunning space includes comfortable reading areas, free computers/WiFi, teen and children's areas, community room and adjacent discovery park. Teall Messer architect, Noll and Tam interior, Thompson Builders contractor.



2/6

Renovated La Selva branch opened in March 2021

Renovation included replacement of dilapidated interior finishes plus new lighting, electrical, and mechanical systems. Sliding glass wall between the adult and children's areas improves acoustics, lighting and flexibility. Lounge seating areas are provided for both children and adults for reading, tutoring and community programs; expanded deck increases usable outdoor space. Jayson Architecture design, C2Builders construction.



(Jim Bourne Photography)

3/6

New Capitola branch opened in June 2021

The previous temporary facility has been replaced by a stunning new 11,700 sf library -- open and inviting, a hub for community activity with meeting room, expanded children's wing, study and reading rooms, outdoor deck, fireplace and teen space. Construction and solar panels maximize energy efficiency. Design by Noll and Tam, construction by Otto Construction, construction management by Bogard Construction.

(Lookout Santa Cruz / Kevin Painchaud)

4/6

Renovations are underway at Scotts Valley branch

This 13,150 sf library was opened in 2011 with design by Group 4, dramatically transforming a previous roller rink with contemporary library features such as flexible space, dedicated areas for children, teens and adults, custom art and seating, community room and courtyard. Needed updates and repairs (seismic retrofits and roof) are now due, requiring a few months closure later this year.

5/6

Renovations are underway at Boulder Creek branch

Interior remodel of the existing one-story library includes new infrastructure (windows, HVAC, plumbing, electrical, and lighting); upgrades throughout to comply with accessibility standards; complete re-do of children's area; community space and meeting room. Design by Jayson

Architecture, CRW builders, construction management by Bogard. Reopening in September 2021.

6/6

Renovations are underway at the Live Oak branch

The Live Oak Library renovation revitalizes the children's area, transforming it into an ocean themed learning space. New acoustic wood ceiling and wall treatments, carpeting and redesigned seating are both functional and playful. A custom designed wall serves to separate the children's collections from an "under-the-sea" inspired reading lounge and homework room. Design by Jayson Architecture.

Upcoming Renovations

1/3

Friends of Santa Cruz Libraries are in the middle of a capital campaign you can support to renovate the Garfield Park branch.

The renovation will bring new life to the historic 2,300 sf Carnegie library building (1915) with refreshed and cohesive design. Features include central seating area around the fireplace, children's area, a more open plan, better use of windows for natural light, meeting room and refreshed outdoor space. Design by Jayson Architecture, CRW builders, construction management by Bogard. Reopening anticipated in late 2021.



2/3

Friends of Santa Cruz Libraries are in the middle of a capital campaign you can support to raise a new library in Aptos.

The original 8,000 sf building, built in 1975, is now closed for demolition. The new 12,000 sf library will feature flexible community, meeting and study rooms; garden and terrace areas; a

local history section; children, teen and adult reading areas; and maximize energy efficiency. Design by Anderson Brule Architects, construction and project management by Bogard Construction. Reopening expected late 2022.

3/3

Friends of Santa Cruz Libraries are in the middle of a capital campaign you can support to help renovate the Branciforte branch.

Renovation will build on the character of this iconic mid-century building (1967), refreshing the 6,800 sf interior for improved flexibility, function and accessibility with areas for adult reading, children, and teens; community room and outdoor patio; electrical and telecommunication upgrades. Design by Jayson Architecture; JPB Designs builder; construction management by Bogard. Reopening early 2022.

MAKE A DONATION

Every dollar donated goes to bringing new facilities and resources to our community. Help us complete the Branciforte, Garfield Park and Aptos renovations by making a donation today.

Abe Jayson shows Branciforte plans to Congressman Jimmy Panetta.



(Friends of the Santa Cruz Public Libraries)

Redesigned library buildings connect & inspire: SCPL's 10 branch system transforms

Libraries need Friends. They also need space. Not any old space. They need inviting, flexible, supportive spaces that are well equipped and resourced to meet unique local needs and expectations.

Julia Morgan, the first woman to earn an architect's license in California and known for her design of Hearst Castle, once said, "Whatever good things we build end up building us." Morgan's observation is timeless. Santa Cruz's public library buildings, however, are not timeless. These buildings require new designs to meet the needs of an evolving community in an ever-changing cultural, informational, and digital landscape.

Passed by voters in 2016, Measure S has helped transform three of Santa Cruz Public Libraries' branches: [Capitola](#), La Selva Beach, and Felton. They are now vibrant buildings with beautiful and functional interiors designed for learning, exploring, and connecting with others (digitally and in-person!).



Felton branch interior
(Friends of the Santa Cruz Public Libraries)

The same Measure S funds are currently supporting much needed renovations at the Branciforte and Garfield Park branches. Both are set to reopen in 2022.

“One of the most impactful changes was made based on a desire expressed by the community for gathering space. An underutilized staff storage room was converted into a community meeting room that can be used after hours for events when the rest of the library is closed. By carefully making thoughtful changes, the renovation of the Branciforte branch will transform the building from a well loved but dark dated library into an open and flexible library to serve this and future generations.”

— Abe Jayson, UCSC graduate and Lead Architect on Branciforte & Garfield Park renovations



Capitola branch exterior
(Kevin Painchaud / Lookout Santa Cruz)

Working with the community, it was immediately clear that the rich history of the original Garfield Park Carnegie Library should be honored. The revitalized branch design captures the spirit of this era of grand library construction by opening up the space and moving all the book collections to the perimeter, located in warm walnut shelving. The classic axial symmetry is reinforced by separating the open single room library into two spaces, one for adults and one for children. The design honors history with an eye to the future.

— Abe Jayson, UCSC graduate and Lead Architect on Branciforte & Garfield Park renovations



The future of Garfield Park's interior space.
(Friends of the Santa Cruz Public Libraries)

SCPL's most used branch, Aptos, has suspended services to prepare for the construction of an expanded new library building and the inclusion of the Aptos History Museum. This space is being designed with community input and interests in mind, incorporating important artifacts from the museum in the design and collections of the in response to input from Aptos residents. After all, the public library system is for the community!

Mark Schoeman, AIA, Design Principal, and Angshupriya Pathak, AIA, Associate of Anderson Brulé Architects see the promise of a new library building the community can be proud of.

It was clear from the Aptos community that the new library building wasn't only about updated library services, but about renewing a meaningful space for civic engagement. A space where education, art, history, and culture can interact in both planned and surprising ways, and where personal growth and community connections can be equally nurtured. In that sense, the library is conceived not simply as a building, but as a sustainable and enduring experience in which indoor and outdoor spaces flow into each other, technology enhances but doesn't replace human connections, and the architecture welcomes all people to make the library their own.

— Mark Schoeman, AIA, Design Principal, and Angshupriya Pathak, AIA, Associate of Anderson Brulé Architects



The future of Aptos branch's interior showcasing flexible space.
(Friends of the Santa Cruz Public Libraries)

Community rooms are popular and well-loved at all branches, and new ones are under construction now. Rooms can be reserved for any number of activities, and there's fast wifi to support digital projects.

"We appreciate the room for our writing group. While reading, we are bonding as a community." - Arlene, SCPL Branch user

"It's a beautiful, inviting, warm, cozy, truly community space--inspiring readers and learners of all ages!" - SCPL Branch user



“Musing & Memoirs From Hilarious Women” make use of a downtown branch community room.
(Friends of the Santa Cruz Public Libraries)

The Friends of the Santa Cruz Public Libraries are rallying to raise \$1 million to help create new library spaces for children, teens, community programs, adult services, exhibits, collaborative study areas, and learning activities required to attain the community’s vision. These funds will bridge the gap between Measure S funds and the actual construction costs of building/renovating Aptos, Branciforte, and Garfield Park, which have increased significantly since 2016.

Take a look at what The Friends have accomplished so far and [help them reach their goal by making a donation today](#). They are currently at 89%!

SUPPORT THE FRIENDS OF THE SANTA CRUZ PUBLIC LIBRARIES

Realizing the Promise

Help bridge the gap between Measure S funds and the transformative vision for the future of the Santa Cruz Public Libraries and their potential for all our community.

[Donate today](#)

SANTA CRUZ LOCAL
sound local news

As library renovations continue, input wanted on services



The La Selva Beach Branch Library reopened at 316 Estrella Ave., La Selva Beach in March. [A re-opening celebration and Holiday Craft Fair is set for Nov. 13](#). (Santa Cruz Public Libraries)

Six of the 10 libraries in the Santa Cruz Public Libraries system remain closed for renovations. [Branches are open](#) in downtown Santa Cruz, Capitola, Felton and La Selva Beach. They are closed at Garfield Park, Live Oak, Aptos, Boulder Creek, Branciforte and Scotts Valley. Leaders from Santa Cruz Public Libraries want input from library patrons, students and teachers for a 3-year strategic plan. Library services could be adjusted based on recommendations. Online surveys can be taken in English and Spanish. The surveys close Oct. 30. Students who complete the survey will be entered to win a free ice cream from the Penny Ice Creamery.

- [Survey for library patrons](#)
- [Survey for teachers](#)
- [Survey for students](#)
- [Encuesta para la comunidad en Espanol](#)
- [Encuesta para estudiantes en Espanol](#)

—Stephen Baxter



U.S. BANK DEBUTS NEW STYLE BANKING

<https://tpgonlinedaily.com/u-s-bank-debuts-new-style-banking/>

By Jondi Gumz | October 9, 2021

Customers at the new U.S. Bank branch in Aptos will use a pass code to get in and use the ATM for deposits or withdrawals or to pay accounts. Bankers inside will have mobile tablets to assist customers and a customer support station provides space for one-on-one conversations, but don't come at noon, because the bank closes for lunch until 1 p.m.

U.S. Bank Times Publishing Group Inc tpgonlinedaily.com "We have no teller line for transactions," said. Heather Kesner, senior vice president for consumer and business banking, San Francisco Bay, at U.S. Bank. "We've replaced that concept with a number of comfortable meeting spaces where we can have more in-depth conversations with our customers about their financial needs, with cash transactions handled exclusively via our ATM."

A ribbon-cutting ceremony for the U.S. Bank in Aptos took place Tuesday, Oct. 5, at the Rancho Del Shopping Center, 96 Rancho Del Mar, with the Aptos Chamber of Commerce.

U.S. Bank is donating \$4,000 to Aptos-based California FarmLink, whose mission is to invest in the prosperity of farmers and ranchers via lending and access to land, and \$4,000 to Friends of Santa Cruz Public Libraries, earmarked to support the Aptos Library rebuild.

U.S. Bank Times Publishing Group Inc tpgonlinedaily.com The new U.S. Bank branch in Aptos' Rancho Del Mar Shopping Center.

The branch manager is Ana Alvarez.

The Aptos branch serves as a hub for wealth questions with a full-time wealth advisor and business banking specialist on-site.

Aptos customers can take advantage of U.S. Bank's award-winning mobile app and online banking include features such as personalized insights to make managing money easier, the U.S. Bank Smart Assistant to make getting what you need a few words away, co-browse with live video to see the banker you are speaking with, and more.

“Many traditional day-to-day transactions can be handled through our new digital tools,” Kesner said, “so we can focus our interactions with our customers on identifying and providing solutions for their financial needs.”

In response to the COVID-19 pandemic, the branch incorporates design changes such as Plexiglass barriers and anti-microbial surfaces, and signage to encourage social distancing. Four more remodels are planned for the San Francisco Bay Area through 2022.

Reviews

Yelp

Capitola Received a 1 Star Review on October 12

Unpleasant employees that are more interested in enforcing the private room rules than fixing their broken reservation system. 3 staff members just sitting behind the main desk not offering any assistance when I was walking around lost looking for a place to sit and take a zoom call without disturbing other guests. A very unwelcoming environment.

Capitola received a 5 Star Review on October 16

Small library in a great location. I live in Capitola village and have recently started Hanging out and doing homework at this library. The staff are super nice and very helpful, the library itself is organized and very clean. There is plenty of rooms for one to study or simply read. Will most certainly be spending more time here.

Downtown received a 4 Star Review on November 5

You're probably wondering who goes to a library in this day and age. Well this guy right here does, guilty as charged. Like most libraries, this place is an interesting cross-section of well to do and the charismatic. There aren't many places where you can find elderly retirees arguing over late fees with librarians while the homeless surreptitiously try to sleep at the tables. I wanted to write this review, because I assume the library underwent a renovation last year when they had to close due to covid. It is much brighter and feels cleaner inside than I remember. The tables were polished as well. The staff from what I have experienced and seen is very nice and always helpful to patrons who need help with computers or finding a book. Although it's not a large library, but they have a lot to offer. Really has an old school feel of a community library.

Google My Business

Felton received a 2 Star Rating with no review on September 29

Capitola received a 1 Star Review in September 30

The staff are honestly the worst people I've ever encountered. Go to another library. I didn't want to give even one star.

Capitola received a 5 Star Review on October 6

Customer service is great at this adorable library. Easy to set up an account and to use this library's services. Happy so far!

Downtown received a 5 Star Review on October 11

Santa Cruz is a beautiful town. It is located on the ocean where you can enjoy different ocean views, fresh air, surfing and more... People in Santa Cruz are lovely and friendly. There are many suitable motels where you can stay to relax and also restaurants that serve healthy organic food. I experienced a wonderful life in Santa Cruz.

Downtown received a 5 Star Rating with no review on November 10

Downtown received a 5 Star Review on November 17

Wonderful place, nice folks.

Chair Carlos Palacios
Vice Chair Jamie Goldstein
Board Member Rosemary Menard
Board Member Casey Estorga



STAFF REPORT

DATE: December 2, 2021
TO: Library Joint Powers Authority Board
FROM: Eric Howard, Interim Library Director
RE: 1st Qtr. Report Community Impact Measures

STAFF RECOMMENDATION

Accept and File Community Impact Measures for 1st Qtr. 2021-2022

DISCUSSION

This 1st quarter report covers the time period of July 1, 2021 through September 30, 2021 and compares this data to the previous year.

Programming statistics report updates:

- FY21 reports only included our Bookmobile programs under Outreach. When our branches closed and programming moved to the virtual environment, we put virtual programs under the “outreach” umbrella because they did not take place in our branches. However, the statistics software that was set up in a pre-COVID world did not include our virtual programs in the Outreach reports. We have now rerun the reports and corrected our FY21 programs statistics.

- Total circulation system-wide increased by 48.6%
- Total visitors by branch system-wide: N/A since the branches were only providing lobby service this time last year.
- Total number of new registrations increased by 130.8%
- Total hours of public internet computer use system-wide: N/A since the branches were only providing lobby service this time last year.
- Total hours of wireless internet sessions: N/A since the branches were only providing lobby service this time last year.
- Total sessions of public internet use: N/A since the branches were only providing lobby service this time last year.
- Total number of public wifi sessions: N/A since the branches were only providing lobby service this time last year.
- Total hours of meeting room use system-wide: N/A since the branches were only providing lobby service this time last year.

NOTE:

Due to the impact of COVID-19 protective measures, the library system closed all branches on March 15, 2020. The Library quickly assessed budget shortfalls, staffing and continuing library services. Virtual programs continued almost immediately. Curbside service began to be available late May first at Aptos, Downtown, and Scotts Valley. Quickly followed by Felton and Live Oak. Curbside visitors were not able to be counted.

Attachment:

1st Quarter Community Impact Measures

Report Prepared by: Kira Henifin, Principal Management Analyst
Christine Campbell, Library Assistant IV

Reviewed and Forwarded by: Eric Howard, Interim Library Director

CIRCULATION BY BRANCH														
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Totals	Totals
	FY20/2 1	FY21/2 2	% Change	FY20/2 1	FY21/2 2	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY 20/21	FY 21/22
Aptos	17,414	57	-99.7%	17,289		#REF!	17,425		#REF!	12,505		#REF!	17,414	57
Boulder Creek	0	0	0.0%	43		#REF!	0		#REF!	0		#REF!	0	0
Branciforte	164	0	-100.0%	552		#REF!	42		#REF!	0		#REF!	164	0
Capitola	0	54,347	#DIV/0!	0		#REF!	0		#REF!	7,967		#REF!	0	54,347
Downtown	19,912	47,273	137.4%	19,584		#REF!	21,611		#REF!	25,530		#REF!	19,912	47,273
Felton	5,572	29,805	434.9%	9,445		#REF!	9,148		#REF!	14,712		#REF!	5,572	29,805
Garfield Park	57	0	-100.0%	39		#REF!	20		#REF!	0		#REF!	57	0
La Selva Beach	22	7,903	35822.7 %	1		#REF!	106		#REF!	3,367		#REF!	22	7,903
Live Oak	12,703	12,762	0.5%	13,476		#REF!	14,185		#REF!	20,231		#REF!	12,703	12,762
Scotts Valley	8,561	7,511	-12.3%	5,734		#REF!	9,212		#REF!	16,736		#REF!	8,561	7,511
Outreach	1,689	5,062	199.7%	2,874		#REF!	4,451		#REF!	5,007		#REF!	1,689	5,062
TOTAL	66,094	164,720	149.2%	69,037		#REF!	76,200		#REF!	106,055		#REF!	66,094	164,720
Digital Branch	119,424	110,918	-7.1%	117,922		#REF!	120,687		#REF!	109,842		#REF!	119,424	110,918
Total incl. DB	185,518	275,638	48.6%	186,959		#REF!	196,887		#REF!	215,897		#REF!	185,518	275,638

VISITORS BY BRANCH														
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Totals	Totals
	FY20/2 1	FY21/2 2	% Change	FY 20/21	FY21/2 2	% Change	FY 20/21	FY21/22	% Change	FY 20/21	FY21/22	% Change	FY20/21	FY21/22
Aptos	0		#DIV/0!			#REF!			#REF!			#REF!	0	0
Boulder Creek	0		#DIV/0!			#REF!			#REF!			#REF!	0	0
Branciforte	0		#DIV/0!			#REF!			#REF!			#REF!	0	0
Capitola	0		#DIV/0!			#REF!			#REF!			#REF!	0	0
Downtown	0	38,335	#DIV/0!			#REF!			#REF!			#REF!	0	38,335
Felton	0	19,905	#DIV/0!	8,499		#REF!	9,353		#REF!	10,708		#REF!	0	19,905

Garfield Park	0		#DIV/0!			#REF!			#REF!			#REF!	0	0
La Selva Beach	0		#DIV/0!			#REF!			#REF!			#REF!	0	0
Live Oak	0	4,880	#DIV/0!			#REF!			#REF!			#REF!	0	4,880
Scotts Valley	0		#DIV/0!			#REF!			#REF!			#REF!	0	0
Outreach	0	3,441	#DIV/0!			#REF!			#REF!			#REF!	0	3,441
TOTAL	0	66,561	#DIV/0!	8,499		#REF!	9,353		#REF!	10,708		#REF!	0	66,561

NEW REGISTRATIONS														
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Totals	Totals
	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22
Aptos	214	124	-42.1%	185		#REF!	168		#REF!	120		#REF!	214	124
Boulder Creek	15	31	106.7%	19		#REF!	17		#REF!	19		#REF!	15	31
Branciforte	43	28	-34.9%	33		#REF!	33		#REF!	32		#REF!	43	28
Capitola	91	828	809.9%	78		#REF!	83		#REF!	283		#REF!	91	828
Downtown	370	725	95.9%	294		#REF!	405		#REF!	371		#REF!	370	725
Felton	46	243	428.3%	75		#REF!	78		#REF!	103		#REF!	46	243
Garfield Park	23	21	-8.7%	22		#REF!	28		#REF!	15		#REF!	23	21
La Selva Beach	0	46	#DIV/0!	9		#REF!	14		#REF!	41		#REF!	0	46
Live Oak	111	146	31.5%	132		#REF!	101		#REF!	150		#REF!	111	146
Scotts Valley	73	109	49.3%	88		#REF!	107		#REF!	144		#REF!	73	109
Outreach	48	85	77.1%	43		#REF!	213		#REF!	34		#REF!	48	85
TOTAL	1,034	2,386	130.8%	978		#REF!	1,247		#REF!	1,312		#REF!	1,034	2,386

HOURS OF PUBLIC INTERNET COMPUTER USE														
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Totals	Totals
	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22
Aptos	0	0	#DIV/0!	118		#REF!	0		#REF!	511		#REF!	0	0
Boulder Creek	0	0	#DIV/0!			#REF!	0		#REF!	0		#REF!	0	0
Branciforte	0	0	#DIV/0!			#REF!	0		#REF!	0		#REF!	0	0
Capitola	0	1,390	#DIV/0!			#REF!	0		#REF!	93		#REF!	0	1,390
Downtown	0	6,676	#DIV/0!	80		#REF!	0		#REF!	1,204		#REF!	0	6,676
Felton	0	307	#DIV/0!	17		#REF!	0		#REF!	445		#REF!	0	307
Garfield Park	0	0	#DIV/0!			#REF!	0		#REF!	0		#REF!	0	0
La Selva Beach	0	83	#DIV/0!			#REF!	0		#REF!	30		#REF!	0	83
Live Oak	0	294	#DIV/0!			#REF!	0		#REF!	89		#REF!	0	294
Scotts Valley	0	113	#DIV/0!	110		#REF!	0		#REF!	531		#REF!	0	113
TOTAL SYSTEM HRS	0	8,863	#DIV/0!	325		#REF!	0		#REF!	2,903		#REF!	0	8,863

HOURS OF WIRELESS INTERNET SESSIONS														
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Totals	Totals
	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22
Aptos	0	2,510	#DIV/0!	9,686		#REF!	10,941		#REF!	10413		#REF!	0	2,510
Boulder Creek	0	0	#DIV/0!	15		#REF!	0		#REF!	0		#REF!	0	0
Branciforte	0	0	#DIV/0!	12,218		#REF!	11,173		#REF!	0		#REF!	0	0
Capitola	0	23,551	#DIV/0!	0		#REF!	0		#REF!	4985		#REF!	0	23,551
Downtown	0	42,246	#DIV/0!	30,172		#REF!	28,789		#REF!	29130		#REF!	0	42,246
Felton	0	16,743	#DIV/0!	10,545		#REF!	9,576		#REF!	11406		#REF!	0	16,743
Garfield Park	0	0	#DIV/0!	6,496		#REF!	3,456		#REF!	0		#REF!	0	0

Headquarters	0	12,478	#DIV/0!	4,234		#REF!	5,028		#REF!	8825		#REF!	0	12,478
La Selva Beach	0	2,439	#DIV/0!	0		#REF!	254		#REF!	1716		#REF!	0	2,439
Live Oak	0	9,975	#DIV/0!	7,545		#REF!	9,619		#REF!	8667		#REF!	0	9,975
Scotts Valley	0	11,205	#DIV/0!	7,600		#REF!	8,969		#REF!	11408		#REF!	0	11,205
TOTAL SYSTEM HRS	0	121,147	#DIV/0!	88,511		#REF!	87,805		#REF!	86,550		#REF!	0	121,147

SESSIONS OF PUBLIC INTERNET USE														
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Totals	Totals
	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22
Aptos	0	0	#DIV/0!	0		#REF!	0		#REF!	703		#REF!	0	0
Boulder Creek	0	0	#DIV/0!	0		#REF!	0		#REF!	0		#REF!	0	0
Branciforte	0	0	#DIV/0!	0		#REF!	0		#REF!	0		#REF!	0	0
Capitola	0	2,342	#DIV/0!	0		#REF!	0		#REF!	221		#REF!	0	2,342
Downtown	0	5,762	#DIV/0!	0		#REF!	0		#REF!	1403		#REF!	0	5,762
Felton	0	560	#DIV/0!	0		#REF!	0		#REF!	599		#REF!	0	560
Garfield Park	0	0	#DIV/0!	0		#REF!	0		#REF!	0		#REF!	0	0
La Selva Beach	0	148	#DIV/0!	0		#REF!	0		#REF!	58		#REF!	0	148
Live Oak	0	463	#DIV/0!	0		#REF!	0		#REF!	191		#REF!	0	463
Scotts Valley	0	174	#DIV/0!	0		#REF!	0		#REF!	735		#REF!	0	174
TOTAL SYSTEM HRS	0	9,449	#DIV/0!	0		#REF!	0		#REF!	3910		#REF!	0	9,449

NUMBER OF PUBLIC WIFI SESSIONS														
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Totals	Totals
	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22
Aptos	0	7,601	#DIV/0!	21,149		#REF!	22,999		#REF!	21,025		#REF!	0	7,601
Boulder Creek	0	0	#DIV/0!	8		#REF!	0		#REF!	0		#REF!	0	0
Branciforte	0	0	#DIV/0!	8,183		#REF!	5,549		#REF!	0		#REF!	0	0
Capitola	0	26,045	#DIV/0!	0		#REF!	0		#REF!	8,110		#REF!	0	26,045
Downtown	0	41,463	#DIV/0!	26,837		#REF!	28,313		#REF!	33,016		#REF!	0	41,463
Felton	0	16,503	#DIV/0!	11,483		#REF!	11,916		#REF!	11,700		#REF!	0	16,503
Garfield Park	0	0	#DIV/0!	4,054		#REF!	2,103		#REF!	0		#REF!	0	0
Headquarters	0	5,853	#DIV/0!	3,072		#REF!	3,734		#REF!	7,418		#REF!	0	5,853
La Selva Beach	0	2,289	#DIV/0!	0		#REF!	315		#REF!	1,253		#REF!	0	2,289
Live Oak	0	12,244	#DIV/0!	10,456		#REF!	11,571		#REF!	11,291		#REF!	0	12,244
Scotts Valley	0	15,734	#DIV/0!	13,664		#REF!	15,488		#REF!	15,414		#REF!	0	15,734
TOTAL SYSTEM HRS	0	127,732	#DIV/0!	98,906		#REF!	101,988		#REF!	109,227		#REF!	0	127,732
HOURS OF MEETING ROOM USE														
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Totals	Totals
	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22
Aptos	0	0	#REF!	0		#REF!	0		#REF!	0		#REF!	0	0
Boulder Creek	0	0	#REF!	0		#REF!	0		#REF!	0		#REF!	0	0
Branciforte	0	0	#REF!	0		#REF!	0		#REF!	0		#REF!	0	0
Capitola	0	200	#REF!	0		#REF!	0		#REF!	0		#REF!	0	0
Downtown	0	140	#REF!	0		#REF!	0		#REF!	0		#REF!	0	140
Felton	0	138	#REF!	0		#REF!	0		#REF!	0		#REF!	0	0
Garfield Park	0	0	#REF!	0		#REF!	0		#REF!	0		#REF!	0	0
La Selva Beach	0	0	#REF!	0		#REF!	0		#REF!	0		#REF!	0	0

Live Oak Annex	0	0	#REF!	0		#REF!	0		#REF!	0		#REF!	0	0
Scotts Valley	0	0	#REF!	0		#REF!	0		#REF!	0		#REF!	0	0
TOTAL HOURS	0	478	#REF!	0		#REF!	0		#REF!	0		#REF!	0	478

NUMBER OF PROGRAMS														
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Totals	Totals
	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22
Aptos	0		#REF!	0		#REF!	0		#REF!	0		#REF!	0	0
Boulder Creek	0		#REF!	0		#REF!	0		#REF!	0		#REF!	0	0
Branciforte	0		#REF!	0		#REF!	0		#REF!	0		#REF!	0	0
Capitola	0	6	#REF!	0		#REF!	0		#REF!	0		#REF!	0	6
Downtown	0	17	#REF!	0		#REF!	0		#REF!	0		#REF!	0	17
Felton	0	13	#REF!	0		#REF!	0		#REF!	0		#REF!	0	13
Garfield Park	0		#REF!	0		#REF!	0		#REF!	0		#REF!	0	0
La Selva Beach	0	5	#REF!	0		#REF!	0		#REF!	0		#REF!	0	5
Live Oak	0		#REF!	0		#REF!	0		#REF!	0		#REF!	0	0
Scotts Valley	0		#REF!	0		#REF!	0		#REF!	0		#REF!	0	0
Outreach	197	212	#REF!	206		#REF!	212		#REF!	244		#REF!	197	212
TOTAL	197	253	#REF!	206	0	#REF!	212	0	#REF!	244	0	#REF!	197	253

PROGRAM ATTENDANCE														
	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Totals	Totals
	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22	% Change	FY20/21	FY21/22
Aptos	0		#REF!	0		#REF!	0		#REF!	0		#REF!	0	0
Boulder Creek	0		#REF!	0		#REF!	0		#REF!	0		#REF!	0	0
Branciforte	0		#REF!	0		#REF!	0		#REF!	0		#REF!	0	0
Capitola	0	122	#REF!	0		#REF!	0		#REF!	0		#REF!	0	122
Downtown	0	51	#REF!	0		#REF!	0		#REF!	0		#REF!	0	51
Felton	0	186	#REF!	0		#REF!	0		#REF!	0		#REF!	0	186
Garfield Park	0		#REF!	0		#REF!	0		#REF!	0		#REF!	0	0
La Selva Beach	0	56	#REF!	0		#REF!	0		#REF!	0		#REF!	0	56
Live Oak	0		#REF!	0		#REF!	0		#REF!	0		#REF!	0	0
Scotts Valley	0		#REF!	0		#REF!	0		#REF!	0		#REF!	0	0
Outreach	2,911	2,205	#REF!	3,008		#REF!	2,661		#REF!	2,978		#REF!	2,911	2,205
TOTAL	2,911	2,620	#REF!	3,008	0	#REF!	2,661	0	#REF!	2,978	0	#REF!	2,911	2,620

Capitola Opening on June 12, 2021
La Selva Beach Closure on September 1, 2019
Felton Closure on November 1, 2019
Felton Opening on February 22, 2020
Boulder Creek Closure on February 22, 2020
La Selva Beach Opening in March, 2021.
System-wide Closure on March 15, 2020 due to COVID-19

Chair Carlos Palacios
Vice Chair Jamie Goldstein
Board Member Rosemary Menard
Board Member Casey Estorga



STAFF REPORT

DATE: December 2, 2021
TO: Library Joint Powers Authority Board
FROM: Eric Howard, Interim Director
RE: 1st Quarter Financial Report

STAFF RECOMMENDATION

Accept and File Financial Report for 1st Qtr. Annual 2021-2022.

DISCUSSION

The first quarter financial report covers July 1, 2020, through September 30, 2021. All financial figures included in this report are unaudited.

Revenues

Total Revenue for this quarter: 18.7%

Sales Tax 20.9%

*September 2021 was received in October so is not reflected in the sales tax.

Maintenance of Effort 16.7%

Expenditures

Total actual expenditures for this quarter: 14.3%

Personnel Costs

Total Personnel costs for this quarter: 17.4%

Regular Full Time 18.0%

Part Time 17.2%

Attachments: 1st Quarter Financial Reports (Expenditure, Personnel and Revenue)

Report Prepared by: Kira Henifin, Principal Management Analyst

Reviewed and Forwarded by: Eric Howard, Interim Library Director

Revenue Balances

Criteria: Summarize By = Report,Fund,Account; As Of = 9/30/2021; Period = 0,1..12; Fund = 951

Page 1 of 1

Acct	Title	Year-To-Date Ado Budget	Year-To-Date Adjustments	Year-To-Date Adj Budget	Year-To-Date Actual	Bdgt. to Act. Variance	Pct. Spent
Fund 951 -- Library Joint Powers Authority							
41211	Sales and use tax	8,912,416.00	0.00	8,912,416.00	1,867,115.25	7,045,300.75	20.9%
43210	State operating grants and contributions	0.00	100,000.00	100,000.00	894.48	99,105.52	0.9%
43310	Local operating grants and contributions	0.00	8,000.00	8,000.00	0.00	8,000.00	0.0%
43311	Maintenance of effort contributions	6,115,273.00	0.00	6,115,273.00	1,019,223.85	5,096,049.15	16.7%
44630	Room rentals-library JPA	4,640.00	0.00	4,640.00	0.00	4,640.00	0.0%
45131	Library fines	0.00	0.00	0.00	5,609.12	(5,609.12)	0.0%
46110	Pooled cash and investment interest	92,840.00	0.00	92,840.00	0.00	92,840.00	0.0%
46190	Interest earnings - other	14,763.00	0.00	14,763.00	851.60	13,911.40	5.8%
46303	Donations - library	13,100.00	49,835.64	62,935.64	0.00	62,935.64	0.0%
46309	Donations - library - Friends of the Lib	27,923.00	141,000.00	168,923.00	0.00	168,923.00	0.0%
46910	Miscellaneous operating revenue	8,500.00	0.00	8,500.00	489.56	8,010.44	5.8%
46990	Miscellaneous non-operating revenue	0.00	0.00	0.00	(1,099.25)	1,099.25	0.0%
49122	From Library Private Trust Fund	22,190.00	0.00	22,190.00	0.00	22,190.00	0.0%
Total Library Joint Powers Authority		15,211,645.00	298,835.64	15,510,480.64	2,893,084.61	12,617,396.03	
Total		15,211,645.00	298,835.64	15,510,480.64	2,893,084.61	12,617,396.03	

Run: 11/16/2021 9:20 AM

Expenditure Balances

Criteria: Summarize By = Report,Account,Account; As Of = 9/30/2021; Period = 0,1..12; Activity = 36*; Account = 52*,53*,54*,55*,56*,57*,58*,59*

Page 1 of 2

Acct	Title	Year-To-Date Ado Budget	Year-To-Date Adjustments	Year-To-Date Adj Budget	Year-To-Date Actual	Year-To-Date Encumbrances	Bdgt. to Act. Variance	Pct. Spent
52131	Claims management services - outside	12,000.00	0.00	12,000.00	363.46	0.00	11,636.54	3.0%
52135	Financial services - outside	518,083.00	0.00	518,083.00	0.00	9,618.39	508,464.61	1.9%
52150	Merchant bank fees	600.00	0.00	600.00	109.59	0.00	490.41	18.3%
52155	Courier services	2,926.00	0.00	2,926.00	374.94	2,551.06	0.00	100.0%
52199	Other professional & technical services	188,300.00	0.00	188,300.00	14,902.05	75,909.95	97,488.00	48.2%
52201	Water, sewer and refuse	79,885.00	0.00	79,885.00	16,743.54	4,182.38	58,959.08	26.2%
52202	Hazardous materials disposal	500.00	0.00	500.00	0.00	0.00	500.00	0.0%
52211	Janitorial services	296,700.00	0.00	296,700.00	47,771.47	245,262.41	3,666.12	98.8%
52223	Equip annual inventory charge - internal	4,400.00	0.00	4,400.00	0.00	0.00	4,400.00	0.0%
52226	Vehicle work order charges - internal	25,999.00	0.00	25,999.00	1,455.02	0.00	24,543.98	5.6%
52227	Vehicle fuel island charges - internal	17,474.00	0.00	17,474.00	2,323.04	0.00	15,150.96	13.3%
52240	Office equipment operation/maint	7,340.00	0.00	7,340.00	623.75	0.00	6,716.25	8.5%
52241	Vehicle maintenance costs - outside	6,500.00	0.00	6,500.00	0.00	0.00	6,500.00	0.0%
52244	Other equipment operation/maintenance	10,725.00	0.00	10,725.00	0.00	0.00	10,725.00	0.0%
52246	Building and facility o & m - outside	265,132.00	0.00	265,132.00	43,258.99	93,318.72	128,554.29	51.5%
52247	Landscaping maintenance services	43,800.00	0.00	43,800.00	7,180.00	15,905.00	20,715.00	52.7%
52248	Software maintenance services	407,019.00	0.00	407,019.00	69,601.79	0.00	337,417.21	17.1%
52249	Hardware maintenance services	30,000.00	0.00	30,000.00	0.00	0.00	30,000.00	0.0%
52261	Equipment, building and land rentals	240,452.00	0.00	240,452.00	8,182.00	14,172.00	218,098.00	9.3%
52269	Equipment lease-outside	18,000.00	0.00	18,000.00	5,212.22	25,787.78	(13,000.00)	172.2%
52302	Travel and meetings	19,200.00	0.00	19,200.00	26.32	0.00	19,173.68	0.1%
52304	Training	82,300.00	0.00	82,300.00	1,187.46	0.00	81,112.54	1.4%
52403	Telecommunications service - outside	240,585.00	0.00	240,585.00	59,060.51	82,124.50	99,399.99	58.7%
52932	Liability insurance/surety bonds-interna	43,170.00	0.00	43,170.00	0.00	0.00	43,170.00	0.0%
52933	Liability insurance/surety bonds-outside	68,000.00	0.00	68,000.00	57,928.00	0.00	10,072.00	85.2%
52960	Advertising	31,570.00	0.00	31,570.00	981.25	0.00	30,588.75	3.1%
52961	Dues and memberships	37,453.00	0.00	37,453.00	26,601.00	0.00	10,852.00	71.0%
52972	Printing and binding-outside	32,600.00	0.00	32,600.00	687.74	0.00	31,912.26	2.1%
53101	Postage charges	7,000.00	0.00	7,000.00	600.90	0.00	6,399.10	8.6%
53102	Office supplies	24,250.00	0.00	24,250.00	4,019.04	0.00	20,230.96	16.6%
53106	Books and periodicals	1,247,165.00	198,842.86	1,446,007.86	350,608.99	63,000.00	1,032,398.87	28.6%
53107	Books and periodicals-grants & donations	21,923.00	48,873.37	70,796.37	7,770.04	0.00	63,026.33	11.0%
53108	Safety clothing and equipment	13,910.00	0.00	13,910.00	1,678.61	0.00	12,231.39	12.1%
53109	Copier supplies	6,430.00	0.00	6,430.00	0.00	0.00	6,430.00	0.0%
53112	Library functional supplies	171,500.00	0.00	171,500.00	16,074.39	9,785.50	145,640.11	15.1%
53113	Janitorial supplies	28,000.00	0.00	28,000.00	1,708.90	0.00	26,291.10	6.1%
53311	Electricity	205,275.00	0.00	205,275.00	52,553.96	0.00	152,721.04	25.6%

Run: 11/16/2021 9:19 AM

Expenditure Balances

Criteria: Summarize By = Report,Account,Account; As Of = 9/30/2021; Period = 0,1..12; Activity = 36*; Account = 52*,53*,54*,55*,56*,57*,58*,59*

Page 2 of 2

Acct	Title	Year-To-Date Ado Budget	Year-To-Date Adjustments	Year-To-Date Adj Budget	Year-To-Date Actual	Year-To-Date Encumbrances	Bdgt. to Act. Variance	Pct. Spent
53312	Natural gas	39,950.00	0.00	39,950.00	1,079.66	0.00	38,870.34	2.7%
54990	Miscellaneous supplies and services	205,423.00	33,000.00	238,423.00	16,769.30	0.00	221,653.70	7.0%
56960	Loans and grants	0.00	334,587.87	334,587.87	0.00	0.00	334,587.87	0.0%
56995	Refunded fees and fines	2,000.00	0.00	2,000.00	58.90	0.00	1,941.10	2.9%
57401	Office furniture/equipment	18,000.00	0.00	18,000.00	9,958.41	142.89	7,898.70	56.1%
57402	Vehicle equipment	80,000.00	0.00	80,000.00	0.00	64,268.53	15,731.47	80.3%
57409	Computer equipment	240,000.00	33,621.90	273,621.90	8,815.86	93.20	264,712.84	3.3%
57990	Other capital outlay	150,000.00	0.00	150,000.00	0.00	0.00	150,000.00	0.0%
Total		5,191,539.00	648,926.00	5,840,465.00	836,271.10	706,122.31	4,298,071.59	

Run: 11/16/2021 9:19 AM

Expenditure Balances

Criteria: Summarize By = Report,Account,Account; As Of = 9/30/2021; Period = 0,1..12; Activity = 36*; Account = 51*

Page 1 of 1

Acct	Title	Year-To-Date Ado Budget	Year-To-Date Adjustments	Year-To-Date Adj Budget	Year-To-Date Actual	Year-To-Date Encumbrances	Bdgt. to Act. Variance	Pct. Spent
51110	Regular full time	6,532,212.00	0.00	6,532,212.00	1,178,633.79	0.00	5,353,578.21	18.0%
51111	Regular part time	1,133,654.00	0.00	1,133,654.00	195,088.75	0.00	938,565.25	17.2%
51114	Overtime	5,000.00	0.00	5,000.00	457.33	0.00	4,542.67	9.1%
51115	Termination pay	0.00	0.00	0.00	41,012.24	0.00	(41,012.24)	0.0%
51122	Temporary	825,000.00	50,000.00	875,000.00	131,987.47	0.00	743,012.53	15.1%
51130	Other pay	0.00	0.00	0.00	624.59	0.00	(624.59)	0.0%
51132	Special vacation pay	0.00	0.00	0.00	3,099.11	0.00	(3,099.11)	0.0%
51150	Vehicle-phone-data allowance	2,857.00	0.00	2,857.00	299.60	0.00	2,557.40	10.5%
51201	Retirement contribution	470,113.00	0.00	470,113.00	85,813.80	0.00	384,299.20	18.3%
51202	F.I.C.A.	63,113.00	0.00	63,113.00	6,727.09	0.00	56,385.91	10.7%
51203	PERS unfunded liability	1,253,071.00	0.00	1,253,071.00	226,704.68	0.00	1,026,366.32	18.1%
51210	Group health insurance	1,838,798.00	0.00	1,838,798.00	246,920.05	0.00	1,591,877.95	13.4%
51212	Group dental insurance	110,330.00	0.00	110,330.00	15,861.48	0.00	94,468.52	14.4%
51213	Vision insurance	17,548.00	0.00	17,548.00	2,617.15	0.00	14,930.85	14.9%
51214	Medicare insurance	105,029.00	0.00	105,029.00	21,854.06	0.00	83,174.94	20.8%
51215	Employee assistance program	4,148.00	0.00	4,148.00	730.79	0.00	3,417.21	17.6%
51220	Group life insurance	1,790.00	0.00	1,790.00	310.50	0.00	1,479.50	17.3%
51221	Disability insurance	82,234.00	0.00	82,234.00	8,654.35	0.00	73,579.65	10.5%
51222	SDI	37,912.00	0.00	37,912.00	6,868.85	0.00	31,043.15	18.1%
51230	Unemployment insurance	62,556.00	0.00	62,556.00	12,610.27	0.00	49,945.73	20.2%
51240	Workers' compensation	174,727.00	0.00	174,727.00	40,353.40	0.00	134,373.60	23.1%
Total		12,720,092.00	50,000.00	12,770,092.00	2,227,229.35	0.00	10,542,862.65	

Run: 11/16/2021 9:19 AM

Chair Carlos Palacios
Vice Chair Jamie Goldstein
Board Member Rosemary Menard
Board Member Casey Estorga



STAFF REPORT

DATE: December 2, 2021
TO: Library Joint Powers Authority Board
FROM: Eric Howard, Interim Library Director
RE: 1st Qtr. SCPL Incident Report

STAFF RECOMMENDATION

Accept and File Incident Report for 1st Qtr. 2021-2022.

DISCUSSION

The 1st quarter incident report articulates the number of incidents that have occurred system-wide by branch and the number of suspensions issued by branch.

Attachment: Incident Report for 1st Qtr. FY 2021-2022

Prepared by: Kira Henifin,
Principal Management Analyst

Reviewed and Forwarded by: Eric Howard, Interim Library Director

SCPL Incident Report by Branch - FY 21/22															
	QTR 1			QTR 2			QTR 3			QTR 4			YTD Totals		
	FY 20/21	FY 21/22	% Change	FY 20/21	FY 21/22	% Change	FY 20/21	FY 21/22	% Change	FY 20/21	FY 21/22	% Change	FY 20/21	FY 21/22	% Change
Aptos	19	Closed		2			5			0			#VALUE!		
Boulder Creek	0	Closed		0			0			0					
Branciforte	16	Closed		9			9			1					
Capitola	Closed	9		Closed			Closed			Closed			Closed		
Downtown	5	17	240%	6			5			14			42		
Felton	Closed	4		0			1			0			0		
Garfield Park	3	Closed		7			2			0					
La Selva Beach	Closed	0		Closed			Closed			Closed			Closed		
Live Oak	11	Closed		12			2			0			#VALUE!		
Scotts Valley	1	Closed		0			1			1			#VALUE!		
TOTAL	55	30	-45%	36			25		-100%	16		-100%	132		-100.0%

Suspensions by Branch															
	QTR 1			QTR 2			QTR 3			QTR 4			YTD Totals		
	FY 20/21	FY 21/22	% Change	FY 20/21	FY 21/22	% Change	FY 20/21	FY 21/22	% Change	FY 20/21	FY 21/22	% Change	FY 20/21	FY 21/22	% Change
Aptos	2	Closed		1			0			0					
Boulder Creek	0	Closed		0			0			0					
Branciforte	5	Closed		0			0			0					
Capitola	Closed	9		Closed			Closed			Closed				Closed	
Downtown	17	17	0%	2			1			6				26	
Felton	0	4		0			0			0				0	
Garfield Park	1	Closed		0			0			0					
La Selva Beach	Closed	0		Closed			Closed			Closed				Closed	
Live Oak	1	Closed		0			0			0					
Scotts Valley	0	Closed		0			0			0					
TOTAL	26	30	15%	3		-100%	1		-100%	6				30	

* Branch Closures due to COVID-19, effective 3/14/20, resulted in significant reductions.

Chair Carlos Palacios
Vice Chair Jamie Goldstein
Board Member Rosemary Menard
Board Member Casey Estorga



STAFF REPORT

DATE: December 2, 2021
TO: Library Joint Powers Authority Board
FROM: Eric Howard, Interim Library Director
RE: 1st Quarter Workplan FY 2021/2022

RECOMMENDATION

Accept and File Workplan for 1st Qtr. FY 2021/2022.

DISCUSSION

Attached, please find the first quarter workplan. The first quarter plan runs from July through the end of September and the report attempts to capture the Library's operations and high impact programs and services within this quarter across five areas: 1. Learning 2. Digital Inclusion 3. Transformative Spaces 4. User Experience 5. Organizational Capacity.

WORKPLAN:

FISCAL YEAR 2021-2022

1. LEARNING	Adult Programming: <i>Community Interests, Community Connection and Learning</i> Youth Programming: <i>Kindergarten Readiness</i> <i>Student Success</i> <i>Safe Afterschool</i> <i>School Partnerships</i> Outreach: <i>Bookmobile</i> <i>Jails</i> <i>Kermit</i> <i>Events</i>		
2. DIGITAL INCLUSION	Tools	Resources	Innovation
3. TRANSFORMATIVE SPACES	Aptos Boulder Creek Branciforte Capitola Downtown		Felton Garfield Park La Selva Beach Live Oak Scotts Valley
4. USER EXPERIENCE	Staffing Convenience Localization		Collections Security
5. ORGANIZATIONAL CAPACITY	Administration Volunteers Succession Planning		Friends of the Library Staff Training

1. Learning Accomplishments:

Quarter 1

ADULT

"The program was a lot of fun this year – definitely inspired us to read more and do some new things. We really enjoyed the virtual event with Jose Antonio Vargas. Thank you and the whole staff for all your great work!"

- Patron feedback on the Library's program, "Book to Action"

"It gave me a view on what was happening during the CZU fire and the complexities involved in protecting and returning our natural and historic archives."

"I better understood how weather, drought and terrain work together to create optimal fire conditions and what constitutes a red flag warning. Also understood more about what dry lightening is. Fantastic series on fire - really engaging the community on an important topic. Lots of great info and follow up resources. Engaging speaker with clear message."

- Patrons' feedback on the Library's program series, "CZU and YOU: Resources for Recovery, Preparedness, and Ecological Understanding"

"Your presentation... was a resounding success. As a presenter for the Forum, you shared your knowledge and expertise with the library community. Your service has furthered the conversation about how libraries can serve veterans and the military-affiliated communities."

- Forum organizers expressed their gratitude for Librarian David Addison who spoke at the Libraries & Veterans National Forum about the Library's outreach to veterans.

First Quarter Highlights of Adult Programming:

This quarter, the Library offered **139** events for adults with a total attendance of over **1600 participants**. The programs this past quarter ranged from information on the CZU Fires to the history of Big Basin Redwood Forest to a history of midwives in Santa Cruz, plus murder mystery and much more. Patrons explored the question, "What's the new normal with COVID?" in the Library's regular series, "Conversations for Change" and patrons also were able to escape the world while connecting to community members in its writing workshop, Trivia on Tap and Knitting programs. This quarter also included Summer Reading which enticed 634 participants. And the Veterans Information Center reopened in person at the Downtown Library.

Partnerships:

Successful programming this quarter was the result of partner support that included: Watsonville Public Library, Thriving Immigrant Collaborative, KSQD, Amah Mutsun Tribal Band, California State Parks, Central Fire Protection District, the American Red Cross Central Coast Chapter, Two Birds Books' Pleasure Point Murder Club, Steel Bonnet Brewing company, Volunteer Housing Navigators, Santa Cruz Museum of Natural History, San Lorenzo Valley Historical Society and the Genealogical Society of Santa Cruz County.

Outreach:

Santa Cruz Public Libraries runs multiple services to incarcerated individuals. Among the many valuable contributions these services offer, they also provide the opportunity for “Milestone” certificates that can count towards early release. The library often observes these participants returning to the Library to seek further services, services that help reduce recidivism. A Santa Cruz Public Libraries program series for incarcerated individuals was featured on the front page of the Fall 2021 People & Stories national newsletter. The featured article noted the creativity and grit it took to continue this deeply meaningful programming for inmates during the pandemic. The success of this program is thanks to the hard work of librarians Jesse Silva and Susan Nilsson and highly-skilled volunteer facilitator Julie Ward.

Quarter 1

YOUTH

“My kids are loving these mini kits.”

“Thank you! My boys are excited to make them!”

- **Patrons express their appreciation for the Library’s STEAM kits.**

First Quarter Highlights of Youth Programming:

1,765 young people participated in the Library’s Summer Reading Program during this quarter, a significant increase from the previous year. The Library’s youth team also delivered hundreds of STEAM and craft kits to library patrons during the first quarter. It also made multiple visits to school lunch programs throughout the summer and provided hundreds of free book giveaways, while making other important connections to families around library services. The Library also restarted its in-person preschool programming beginning in September. The youth programming team is currently running its programming in the Library’s outdoor spaces and plans to resume indoor programming in January.

As students returned to their classrooms, Librarians brought services to students by presenting storytimes at Elementary schools and providing library cards to High School students.

2. Digital Inclusion Accomplishments:

Quarter 1

“I’ve developed a lot more confidence since participating in Tech Talks.”

“I appreciate this great free service from our SCPL.”

-Patrons’ feedback on the Library’s program series, “Tech Talks”

“I really appreciate your effort to bring us seniors into the wonderful world of technology. It is yet another wonderful service offered by the Santa Cruz Library System. Kudos to you all! 🌟”

Patron’s appreciation for the re-instated “In-Person Tech Tutoring”.

First Quarter Highlights of Digital Inclusion

The Library’s program Tech Talks continues to receive consistently high outcome ratings from participants who feel more knowledgeable about digital tools and resources. They also regularly report that they intend to apply what they learned. The Library also created and added 34 videos to its collection to support adults

self-direct their learning around technology. Additionally, the Library restarted its In Person Tech Tutoring, a program that invites patrons to make a reservation with a staff member to learn more about their personal technology device. The Library's technology crew also successfully developed a smooth transition to a hybrid model for its Library Advisory Commission meeting at Capitola that could engage people online while serving the public who attended the meeting in person.

3. Transformative Spaces Accomplishments:

Quarter 1

First Quarter Highlights of Transformative Spaces Accomplishments:

The Friends of the Santa Cruz Public Libraries won a \$60,000 grant from Sunlight Giving to improve the learning spaces for young children. The money will be used to improve the ceiling in the remodel of Live Oak and provide manipulatives at the remodeled Branciforte Library. This quarter, the Library also closed and emptied the Aptos Library to prepare it for demolition/renewal and emptied the Scotts Valley and Live Oak branches in preparation for its remodel work.

4. User Experience Accomplishments:

Quarter 1

First Quarter Highlights of the User Experience:

This quarter the Library expanded service at Felton to seven days a week in order to accommodate the needs of patrons experiencing temporary closures of branches in the communities of Boulder Creek and Scotts Valley. The Library also reopened its Library meeting rooms with COVID health & safety precautions. It also launched a new room reservation software and provided a revised Meeting Room Policy that is supported with a how-to video for the public.

The Library has also reinstated its Interlibrary Loan services after a 16 month hiatus due to the pandemic. SCPL borrowed 228 items from other libraries this quarter, and lent a total of 127 items to other libraries. The Library also introduced: Suggest a Purchase. The new feature on the library website allows patrons to make direct suggestions about the collection. Santa Cruz Public Libraries strives to provide a relevant and engaging collection that is diverse in both content and format. To help accomplish this, seeks input from patrons about what they'd like to see included in the collection, and now it's much easier for patrons to suggest a purchase. Additionally, in an attempt to broaden the selection of Spanish language books in the library's collection, staff has established services with a new vendor that can provide a broad array of popular and current Spanish language books, as well as provide catalog records for them. Lastly, the Library eliminated Overdue Fines: As of September 1st, SCPL stopped charging overdue fines, and existing overdue fines were waived on patron accounts, removing a barrier to access for many community members.

5. Organizational Capacity:

Quarter 1

First Quarter Highlights for Organizational Capacity:

After experiencing a significant reduction in staffing during the pandemic, the Joint Powers Board voted in the spring of 2021 to restore staffing levels to the Library's pre-pandemic levels. Since the beginning of the new fiscal year in July, the Library has been aggressively recruiting to fill vacant positions. It has so far recruited and onboarded a full time librarian and 18 part time staff. Additionally, the Library greatly appreciates the hard work of its volunteers who continue to play an integral role in the many services the Library offers. The following is a summary of those contributions:

System-wide Volunteer Support:

- The SCPL Volunteer Office manages the **homebound Book Buddy program** by recruiting, vetting and assigning volunteers to deliver library materials to homebound library patrons. The volunteer Book Buddy program continued throughout most of the pandemic/ library facilities closures serving existing Book Buddy patrons with the implementation of COVID-19 protocols. In mid-June, the decision was made to open up the Book Buddy program to new homebound patrons and begin heavily recruiting volunteers to meet the demand. During Quarter 1 2021/22, the volunteer office fulfilled 11 homebound patron requests for Book Buddy service. The majority of the volunteers were new recruits who completed LiveScans, volunteer orientation, and on-site training performed by the Volunteer Coordinator.
 - The SCPL Volunteer Office provided **volunteer support for the Summer Reading Program (SRP) off-site performance events**. Volunteers of all-ages (teens and adults) promoted last-minute sign-ups and reminders to current SRP participants to complete their reading/ activities so that they could claim their prizes. Volunteers tabled at the volunteering locations: Anna Jean Cummings Park, Harvey West Park, and the Felton Branch Library.
 - In August, the **Capitola Branch Library** began offering opportunities for volunteers to provide operational support. The Volunteer Office filled requests for volunteers who have proficient knowledge of the Dewey Decimal system with new and existing volunteers.
 - Volunteers supporting **Collective Management Services (CMS)** returned in July to the delight of the CMS staff.
 - At the **Downtown Library**, the mother/ daughter volunteer team returned to water and care for the plants.
-

Chair Carlos Palacios
Vice Chair Jamie Goldstein
Board Member Rosemary Menard
Board Member Casey Estorga



STAFF REPORT

DATE: December 2, 2021
TO: Library Joint Powers Authority Board
FROM: Eric Howard, Interim Library Director
RE: Library Sales Tax Revenue Update

STAFF RECOMMENDATION

Accept and File Library Sales Tax Revenue Update 1st Qtr. for FY 2020-21 and 2021-22

DISCUSSION

The Library Sales Tax Revenue Update covers actual receipts for the 2020-21 and 2021-22 fiscal years.

Attachments: 1st Qtr. FY 2020-21 and 2021-22 Library Sales Tax Revenue Update

Report Prepared by: Nicole Coburn,
Assistant County Administrative Officer

Reviewed and Forwarded by: Eric Howard, Interim Library Director



County of Santa Cruz

COUNTY ADMINISTRATIVE OFFICE

701 OCEAN STREET, SUITE 520, SANTA CRUZ, CA 95060-4073

831) 454-2100 • FAX: (831) 454-3420 • TDD/TTY: CALL 711

CARLOS J. PALACIOS, COUNTY ADMINISTRATIVE OFFICER

November 15, 2021

TO: Each Member of the Board of Directors of the Library Financing Authority

LIBRARY SALES TAX REVENUE UPDATE

Dear Members of the Board of Directors:

The purpose of this letter is to provide an update on the Library Sales Tax actual receipts for the 2020-21 and 2021-22 fiscal years.

In 2020-21, the Library Financing Authority received sales tax revenue totaling \$11,779,888, or \$2,856,101 (32.0%) more than the adopted budget. This is a \$1,376,310 (13.2%) increase from 2019-20 actual receipts as shown in the attached history.

In 2021-22, actual revenue from the Library Sales Tax is higher than the estimated and budgeted amount. For the 1st quarter, sales tax revenue totaled \$3,502,644, which is \$394,799 (12.7%) more than the 1st quarter estimate provided to the Authority in June.

This office will provide an update in January when sales tax revenue for the 2nd quarter of 2021-22 is known. If you have any questions, please call me at 454-2100.

Sincerely,
DocuSigned by:

Nicole Coburn

Nicole Coburn

Assistant County Administrative Officer

Attachment

cc: Interim Library Director, Santa Cruz City/County Library System
Library Director, Watsonville Library
County Administrative Officer
City Managers
Auditor-Controller-Treasurer-Tax Collector
Finance Director, City of Santa Cruz
Finance Director, City of Watsonville

SERVING THE COMMUNITY – WORKING FOR THE FUTURE

Library Sales Tax Receipts - Quarterly and Annual

Year	Quarter	Quarterly Actual	Estimate *	Annual		
				Actual / Estimate *	Change over Prior Year *	% Change over Prior Year
2010-11	1	1,845,994				
2010-11	2	1,944,408				
2010-11	3	1,784,248				
2010-11	4	1,738,035		\$7,312,685	\$365,266	5.26%
2011-12	1	1,977,610				
2011-12	2	2,017,194				
2011-12	3	1,926,748				
2011-12	4	1,878,232		\$7,799,784	\$487,098	6.66%
2012-13	1	2,067,292				
2012-13	2	2,213,276				
2012-13	3	2,073,641				
2012-13	4	2,010,230		\$8,364,440	\$564,656	7.24%
2013-14	1	2,308,067				
2013-14	2	2,271,714				
2013-14	3	2,211,364				
2013-14	4	2,082,934		\$8,874,079	\$509,639	6.09%
2014-15	1	2,321,923				
2014-15	2	2,338,481				
2014-15	3	2,295,975				
2014-15	4	2,183,913		\$9,140,291	\$266,212	3.00%
2015-16	1	2,458,685				
2015-16	2	2,516,897				
2015-16	3	2,378,260				
2015-16	4	2,244,832		\$9,598,675	\$458,384	5.01%
2016-17	1	2,503,646				
2016-17	2	2,571,786				
2016-17	3	2,487,745				
2016-17	4	2,334,143		\$9,897,319	\$298,645	3.11%
2017-18	1	2,650,310				
2017-18	2	2,701,663				
2017-18	3	2,548,173				
2017-18	4	2,445,825		\$10,345,970	\$448,651	4.53%
2018-19	1	2,621,108				
2018-19	2	3,060,073				
2018-19	3	2,755,632				
2018-19	4	2,509,718		\$10,946,530	\$600,560	5.80%
2019-20	1	2,763,878				
2019-20	2	2,808,769				
2019-20	3	2,898,615				
2019-20	4	1,932,316		\$10,403,578	(\$542,952)	-4.96%
2020-21	1	2,948,620				
2020-21	2	2,946,224				
2020-21	3	2,887,198				
2020-21	4	2,997,846		\$11,779,888	\$1,376,310	13.23%
2020-21 Total Receipts Net of Fees/Costs				\$11,765,786		

* Bold amounts are estimated.

History for additional years going back to Fiscal Year 1997-98 is available upon request.

Chair Carlos Palacios
Vice Chair Jamie Goldstein
Board Member Rosemary Menard
Board Member Casey Estorga



STAFF REPORT

DATE: December 2, 2021
TO: Library Joint Powers Authority Board
FROM: Eric Howard, Interim Library Director
RE: SCPL Policies – Approval

RECOMMENDATION

Approve SCPL policies #101, #102 and #103.

DISCUSSION

The Library is asking the LJPB to approve the attached policies after review at the October Board meeting. The suggested changes to policy #102 have been made. No other changes have been suggested.

Attachments:
#101 Alcoholic Beverages Policy
#102 Communications Policy for Board Members
#103 Conflict of Interest Code Policy

Alcoholic Beverages Policy

JPAB Policy # 101
Last Revised: 6/2015
Approved: 12/2021
Five-year Review Schedule: 12/2026

1. Permission to serve alcoholic beverages on library premises must be approved by the Director of Libraries, and be for a designated area only.
2. During regular library hours, the serving of alcoholic beverages is permitted in meeting rooms and lobby areas only. Other areas may be designated when the library facility is closed.
3. The following conditions must be satisfied before permission to serve alcoholic beverages will be granted:
 - a. The applicant must represent a local, not-for-profit group that will directly conduct and benefit from the event.
 - b. Permission must be requested in writing at least 21 days in advance of the proposed event.
4. Selling alcoholic beverages further requires:
 - a. That an Alcoholic Beverage Control License be obtained from Alcoholic Beverage Control
 - b. That the Police or Sheriff's Departments determine staffing levels required for security services. These services will be provided at the group's expense.
 - c. The group must demonstrate that it has complied with the requirements in a. and b. above.
5. Restrictions:
 - a. Alcohol is not permitted at youth activity events or at public hearings, nor may alcohol be served to minors.
 - b. No leftover food or beverages may be left on library premises.
 - c. The applicant is responsible for all additional maintenance and personnel costs resulting from use of alcoholic beverages.

Guidelines for Board Members and Meetings: Communication and Decorum

JPAB Policy #102

Adopted: 9/12/2005

Revised: 10/7/2021

Five-year Review Schedule: 10/2026

Although the duties of the Library Joint Powers Authority Board include adopting and overseeing the enforcement of rules, regulations, and policies for the Library System, it is the policy of the Library Joint Powers Authority Board that all matters concerning management functions and the day-to-day operations of the Library are the responsibility of the Director of Libraries., and in her absence, the designated person in charge. Therefore, requests for information about library operations will usually be made to the Director, who will respond or direct an appropriate staff member to respond. It is always helpful if requests are made in writing, outlining the purpose and intent of the request, so that the Director and staff can respond as thoroughly as possible. The Director of Libraries or her designees will make every effort to provide all relevant information on the topic.

Work assignments to staff desired by the Board or related to Board activities will also be arranged through the Director of Libraries.

However, members of the Board may have occasion or desire to talk directly with Library staff about library matters. If they do, they should follow the guidelines below, which have been developed to ensure that the Board has access to information about the Library, and to ensure that the information they receive is accurate.

The Library Joint Powers Authority Board welcomes comment from the public either on issues that are part of the regular Agenda, or as part of Oral Communications, when the public may comment on items not on the Agenda.

Communication

Board members should distinguish between operating information questions of fact (Branch open hours, circulation data, etc.) that can easily be answered by most staff, and policy information, which would most appropriately be directed to the Branch Manager or another senior staff member.

Board members will never discuss with staff or ask for information about individual Library personnel matters: hiring, discipline, promotion, complaints about supervisors, or evaluations of other staff members.

Board members will never ask a staff member to research a question or take on a project involving added work. Individual Board members may not direct the work or actions of staff. Those questions and requests should be made to the Director of Libraries, who will make an assignment to appropriate staff.

Conversation between library staff and Board members is encouraged as a mechanism to obtain different perspectives on library operations; however, should a Board member be investigating a specific aspect of library operations, common courtesy warrants that the Library Director be informed as appropriate.

Board Meetings Decorum

The following rules will govern behavior at Board meetings.

1. While the Library Joint Powers Authority Board is in session, all persons shall preserve order and decorum. Any person making personal, impertinent, or slanderous remarks, or becoming boisterous or otherwise disrupting the Board meeting shall be barred by the presiding officer from further attendance at said meeting unless permission for continued attendance is granted by a majority vote of the Board
2. Every member of the public and every Board member desiring to speak shall address the presiding officer, and upon recognition by the presiding officer, shall confine comments to the question under debate, avoiding all indecorous language and references to personalities and abiding by the following rules of civil debate:
 - a) We may disagree, but we will be respectful of one another
 - b) All comments shall be directed to the issue at hand.
 - c) Personal attacks shall be avoided.
3. Members of the public speaking in the Oral Communications section of the Agenda shall limit their remarks to time to be established by the Chair of the Board, and shall abide by the same rules of civil debate.

Conflict of Interest Code Policy

JPAB Policy # 103
Approved: 2015
Last Revised: 3/2020
Approved: 12/2021
Annual Review Schedule: 12/2022

CONFLICT OF INTEREST CODE SANTA CRUZ LIBRARY-COUNTY LIBRARY SYSTEM

Table of Contents

Article I	Statutory Provisions
Article II	Provisions of Conflict of Interest Code
Section 1	Definitions
Section 2	Designated Employees
Section 3	Disclosure Categories
Section 4	Statement of Economic Interests: Place of Filing
Section 5	Statement of Economic Interest: Time of Filing
Section 6	Contents of and Period Covered by Statements of Economic Interests
Section 7	Manner of Reporting
Section 8	Disqualification
Section 9	Manner of Disqualification
Section 10	Assistance of the Board
Section 11	Violations
Appendix A	Schedule of Designated Positions and Their Disclosure Categories
Appendix B	General Provisions and List of Disclosure Categories

Originally Adopted by Resolution: 2015-001

**CONFLICT OF INTEREST CODE
FOR THE
SANTA CRUZ LIBRARY-COUNTY LIBRARY SYSTEM**

= ARTICLE I. STATUTORY PROVISIONS

In compliance with the Political Reform Act of 1974, California Government Code Section 81000 et seq., and specifically with Section 87300 et seq., the Santa Cruz Library-County Library System hereby adopts this Conflict of Interest Code which shall be applicable to all designated employees of the Library. The requirements of this Code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code Section 87100, and are in addition to any other state or local laws pertaining to conflicts of interest.

ARTICLE II. PROVISION OF CONFLICT OF INTEREST CODE

Section 1. Definitions.

The definitions contained in the Political Reform act of 1974, Regulations of the Fair Political Practices Commission (2 Cal. Admin. Code Sections 18100 et seq.), and any amendments to the Act or regulations, are incorporated by reference into this Conflict of Interest Code.

Section 2. Designated Employees.

The persons holding positions listed in Appendix A are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on financial interests.

Section 3. Disclosure Categories.

This Code does not establish any disclosure obligation for those designated employees who are also specified in Government Code Section 87200 if they are designated in this Code in that same capacity or if the geographical jurisdiction of the Library System is the same or is wholly included within the jurisdiction in which those persons must report their financial interests pursuant to Article 2 of Chapter 7 of the Political Reform Act, Government Code Sections 87200 et seq.⁴

Such persons are covered by this Code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in Appendix A specify which kinds of financial interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those financial interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in Appendix A. It has been determined that the financial interests set forth in a designated employee's disclosure categories are the kinds of financial interests which he or she foreseeably can affect materially through the conduct of his or her office.

Section 4. Statement of Economic Interests: Place of Filing.

All designated employees required to submit a statement of economic interest shall file such statements with the Library Board Clerk, who shall be the filing officer.⁵

Section 5. Statement of Economic Interests: Time of Filing.

(a) Initial Statements. All designated employees employed by the Library on the effective date of this Code, as originally adopted, promulgated and approved by the Library Board, shall

⁴ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under Article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Govt. Code Section 81004.

⁵ See Govt. Code Section 81010 and 2 Cal.Admin.Code Section 18115 for the duties of filing officers and persons in agencies who make and return copies of Statements and forward the originals to the filing officer.

file statements within thirty days after the effective date of this Code. Thereafter, each person already in a position when it is designated by an amendment to this Code shall file an initial statement within thirty days after the effective date of the amendment.

(b) Assuming Office Statements. All persons assuming designated positions after the effective date of this Code shall file statements within thirty days after assuming the designated positions.

(c) Annual Statements. All designated employees shall file statements no later than April 1 of each year.

(d) Leaving Office Statements. All persons who leave designated positions shall file statements within thirty days after leaving office.

Section 6. Contents of and Period Covered by Statements of Economic Interests.

(a) Contents of Initial Statements. Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the Code.

(b) Contents of Assuming Office Statements. Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office.

(c) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the Code or the date of assuming office whichever is later.

(d) Contents of Leaving Office Statements. Leaving Office Statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing of the last statement filed and the date of leaving office.

Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the Library and shall contain the following information:

(a) Investment and Real Property Disclosure. When an investment or an interest in real property⁶ is required to be reported⁷ the statement shall contain the following:

⁶ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁷ Investments and interests in real property which have a joint market value of less than \$1,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ Designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal governmental agency.

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property exceeds two thousand dollars (\$2,000), ten thousand dollars (\$10,000), exceeds one hundred thousand dollars (\$100,000), or exceeds one million dollars (\$1,000,000).

(b) Personal Income Disclosure. When personal income is required to be reported⁵ the statement shall contain:

1. The name and address of each source of income aggregating five hundred dollars (\$500) or more in value, or fifty (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source.
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was at least five hundred dollars (\$500), but did not exceed one thousand dollars (\$1,000), whether it was greater than one thousand dollars (\$1,000), whether it was greater than ten thousand dollars (\$10,000) or whether it was greater than one hundred thousand dollars (\$100,000).
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made, a description of the gift, the amount for value of the gift, and the date on which the gift was received.
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan.

(c) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported⁸ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity.
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000).

(d) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds

⁸ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(e) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

Section 8. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect distinguishable from its effect on the public generally, on:

(a) Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars (\$2,000) or more;

(b) Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars (\$2,000) or more;

(c) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by or promised to the designated employee within twelve months prior to the time when the decision is made.

(d) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(e) Any donor of or any intermediary or agent for a donor of, a gift or gifts aggregating four hundred forty dollars (\$440) or more in value provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

Section 9. Manner of disqualification.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act must be accompanied by disclosure of the disqualifying interest. In the case of a designated employee who is a board member or commissioner, determination and disclosure shall be made at the meeting during which consideration of the decision takes place and shall be made part of the official record of the board or commission; in the case of a designated employee which is the head of a department, this determination and disclosure shall be made in writing to his or her appointing authority; and in the case of other designated employees, this determination and disclosure shall be made in writing to the designated employee's supervisor.

Section 10. Assistance of the Board.

Any designated employee who is unsure of his or her duties under this Code may request assistance from the Fair Political Practices Commission pursuant to Government Code Section

83114 or from the Santa Cruz City attorney provided that nothing in this section requires the Santa Cruz City attorney to issue any formal or informal opinion.

Section 11. Violations.

This Code has the force and effect of law. Designated employees violating any provision of this Code or subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this Code or of Government Code Section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code Section 91003.

APPENDIX A

Schedule of Designated Positions and Their Disclosure Categories

DESIGNATED POSITIONS	DISCLOSURE CATEGORY
BOARD of DIRECTORS	Govt. Code §87200
ADVISORY COMMISSIONERS	1
DIRECTOR of LIBRARIES	Govt. Code §87200
ASST. DIRECTOR of LIBRARIES	1
TREASURER-CONTROLLER	Govt. Code §87200
REGIONAL MANAGERS	3
PRINCIPAL MANAGEMENT ANALYST	3
LIBRARY INFORMATION TECHNOLOGY MANAGER	3
LIBRARIAN III- COLLECTION MNGT. SERVICES	3
LIBRARIAN II – SELECTION /CATALOGING (Qty. 4)	3
COMMUNICATIONS MANAGER /LIBRARIAN II	3
LIBRARY SPECIALISTS (Qty.2)	3
FIELD SERVICE CREW LEADER	3
LEGAL COUNSEL	1
SPECIFIED CONSULTANTS Those consultants likely to participate in the making of a governmental decision as determined by the Library Manager in writing.	1

Updated: March 5, 2020

A - 3

APPENDIX B

General Provisions and List of Disclosure Categories

1. **FULL DISCLOSURE**

What to report? All investments and business positions in business entities, sources of income including gifts, loans and travel payments, and interests in real property located in the Library System.

What Form 700 schedules? All Schedules (A through E)

2. **ALL INCOME, EXCLUDING INTERESTS IN REAL PROPERTY**

What to report? All investments and business positions in business entities, and sources of income including gifts, loans and travel payments.

What Form 700 schedules? A, C, D, E

3. **LIBRARY SYSTEM/DEPARTMENT-RELATED INCOME**

What to report? All investments and business positions in business entities and sources of income including gifts, loans and travel payments if the source is of a type which provides, manufactures, or supplies goods, materials, equipment, machinery or services, including training or consulting services, of the type utilized by or subject to the review or approval by the Library System or the department in which that person is employed.

What Form 700 schedules? A, C, D, E

4. **LIBRARY SYSTEM/DEPARTMENT-RELATED INCOME, REAL PROPERTY**

What to report? All investments and business positions in business entities and sources of income including gifts, loans and travel payments, and all interests in real property, if the source is of a type which provides, manufactures, or supplies goods, materials, equipment, machinery or services, including training or consulting services, of the type utilized by or subject to the review or approval of the Library System or the department in which that person is employed.

What Form 700 schedules? All Schedules (A through E)

5. **REGULATORY, LAND DEVELOPMENT RELATED INCOME, REAL PROPERTY**

What to report? All investments and business positions in business entities and sources of income including gifts, loans and travel payments, and interests in real property, if the source is of the type that is subject to the regulatory permit or licensing authority by the Library System or department in which that person is employed or the source of income is from land development, construction or the acquisition or sale of real property by the Library.

What Form 700 schedules? All Schedules (A through E)

Chair Carlos Palacios
Vice Chair Jamie Goldstein
Board Member Rosemary Menard
Board Member Casey Estorga



DATE: December 2, 2021
TO: Library Joint Powers Authority Board
FROM: Eric Howard, Interim Library Director
RE: Multiple Budget Adjustment for FY 21/22

STAFF RECOMMENDATION

Approve and amend the FY 21/22 Operating Budget:

1. NBS Correction \$13,365
2. Innovation Lab Grant \$5,000
3. E Rate Refund \$118,757

DISCUSSION

The Library is seeking approval for the following changes to our FY 21/22 Operating Budget:

Budget Adjustment #1: NBS Audit for FY 18/19 & FY 19/20

Recently NBS performed a self-audit in which corrections were made resulting in refunds needing to be issued. A check made payable to SCPL in the amount of \$13,365 was received from NBS. SCPL will issue a check in this same amount to the County Tax Collector to fund these refunds.

Budget Adjustment #2: Cal Humanities, Innovation Lab Grant Award

The Library was recently awarded a grant from Cal Humanities in the amount of \$5,000. The grant is entitled Innovation Lab. The grant monies will be used with the express purpose of creating humanities-based programming focused on engaging our immigrant communities.

Budget Adjustment #3: E Rate Refund

SCPL recently received its FY 19/20 refund in the amount of \$118,757. The E Rate program provides discounted telecommunication services to schools and libraries.

Attachments: Budget Adjustments (3)

Report Prepared by: Kira Henifin, Principal Management Analyst

Reviewed and Forwarded by: Eric Howard, Interim Library Director

☐ Council Approval
☒ Administrative Approval

**City of Santa Cruz
BUDGET ADJUSTMENT REQUEST**

Clear Form

Fiscal Year: 2021/2022
Date: 08/02/2021

CM/FN Use Only:
Reso #:
JE Post#:

Purpose: Library received funds for corrections made to the special assessment (Measure S).

ACCOUNT	PROJECT	REVENUE EDEN ACCOUNT TITLE	AMOUNT
951-36-51-0000-46910		Misc. Revenue	13,365
TOTAL REVENUE			13,365

ACCOUNT	PROJECT	EXPENDITURE EDEN ACCOUNT TITLE	AMOUNT
TOTAL EXPENDITURE			0

NET: \$ 13,365

REQUESTED BY	DEPARTMENT HEAD APPROVAL	BUDGET/ACCOUNTING* APPROVAL	FINANCE DIRECTOR APPROVAL	CITY MANAGER APPROVAL
 Digitally signed by Kira Henifin Date: 2021.08.02 14:49:10 -0700	 Digitally signed by Eric Howard Date: 2021.08.31 09:53:31 -0700	SIGN	SIGN	SIGN

☐ Council Approval
☒ Administrative Approval

**City of Santa Cruz
BUDGET ADJUSTMENT REQUEST**

Clear Form

Fiscal Year: 2021/2022
Date: 10/21/2021

CM/FN Use Only:
Reso #:
JE Post#:

Purpose: Adjust FY 21/22 Budget to include the Cal Humanities Innovation Lab grant.

ACCOUNT	PROJECT	REVENUE EDEN ACCOUNT TITLE	AMOUNT
951-36-51-0000-43310	g362102-127-1068-0	State Operating Grant	5,000
TOTAL REVENUE			5,000

ACCOUNT	PROJECT	EXPENDITURE EDEN ACCOUNT TITLE	AMOUNT
951-36-51-3601-54990	g362102-100-2020-0	Misc. Supplies	5,000
TOTAL EXPENDITURE			5,000

NET: \$ 0

REQUESTED BY	DEPARTMENT HEAD APPROVAL	BUDGET/ACCOUNTING* APPROVAL	FINANCE DIRECTOR APPROVAL	CITY MANAGER APPROVAL
Kira Henifin <small>Digitally signed by Kira Henifin Date: 2021.10.21 09:33:52 -07'00'</small>	Eric Howard <small>Digitally signed by Eric Howard Date: 2021.10.21 12:41:53 -07'00'</small>			

☐ Council Approval
☒ Administrative Approval

**City of Santa Cruz
BUDGET ADJUSTMENT REQUEST**

Clear Form

Fiscal Year: 2021/2022
Date: 09/30/2021

CM/FN Use Only:
Reso #:
JE Post#:

Purpose: Reallocate erate refund from expense gl to revenue gl.

ACCOUNT	PROJECT	REVENUE EDEN ACCOUNT TITLE	AMOUNT
951-36-51-0000-43199		Misc. Revenue	118,757
TOTAL REVENUE			118,757

ACCOUNT	PROJECT	EXPENDITURE EDEN ACCOUNT TITLE	AMOUNT
951-36-51-3601-52403		Telecommunicaitons	118,757
TOTAL EXPENDITURE			118,757

NET: \$ -0

REQUESTED BY	DEPARTMENT HEAD APPROVAL	BUDGET/ACCOUNTING* APPROVAL	FINANCE DIRECTOR APPROVAL	CITY MANAGER APPROVAL
Kira Henifin <small>Digitally signed by Kira Henifin Date: 2021.09.30 11:04:05 -07'00'</small>	Eric Howard <small>Digitally signed by Eric Howard Date: 2021.10.21 12:39:51 -07'00'</small>			

Chair
Vice Chair
Board Member
Board Member

Carlos Palacios
Jamie Goldstein
Rosemary Menard
Casey Estorga



STAFF REPORT

DATE: December 2, 2021

TO: Library Joint Powers Authority Board

FROM: Lisa Murphy, Director of Human Resources, City of Santa Cruz

RE: Adoption of a Resolution Approving The Library Director
Employment Agreement and Authorize the Board Chairperson to
execute the agreement.

RECOMMENDATION: Approve the Resolution and authorize the Board Chairperson to execute the Agreement.

BACKGROUND: In August of 2021, Susan Nemitz announced her retirement as the Director of the Santa Cruz Public Library. A nationwide recruitment was conducted with the assistance of professional recruiter, June Garcia LLC. Three candidates were selected to participate in two days of meetings with employees, the Friends of the Library, and the Library Advisory Commission. In addition, they toured several library branches. The LJPA conducted the final interviews and unanimously selected Yolande Wilburn.

The LJPA is the hiring authority for the Library Director who will serve the LJPA pursuant to an employment contract.

DISCUSSION: The Fourth Amendment to the LJPA Agreement allows for any member of the LJPA to administer the employment agreement with the Library Director. Since the LJPA's inception, the Library Director has been a member of the City of Santa Cruz's civil service system, therefore the LJPA has requested that the new Director continue in this capacity.

This Agreement contains the terms and conditions of employment, as detailed below:

- Starting Date: January 3, 2022
- Starting annual salary of \$202,212
- Moving expense allowance of a maximum \$10,000
- Starting vacation bank of 80 hours
- Starting sick leave bank of 80 hours
- Management Vacation bank of approximately 80 hours
- Vacation Accrual rate of 120 hours/year.
- In addition, she will receive the same benefits as City of Santa Cruz executive employees.

Attachments:

- 1) Resolution
- 2) Employment Agreement

RESOLUTION NO. 2021-002

RESOLUTION OF THE LIBRARY JOINT POWERS AUTHORITY BOARD APPROVING THE LIBRARY
DIRECTOR EMPLOYMENT AGREEMENT AND AUTHORIZING THE BOARD CHAIRPERSON TO EXECUTE
THE AGREEMENT

WHEREAS, the Library Joint Powers Authority Board has completed a selection process and made a decision to appoint a new Library Director for the Santa Cruz Public Libraries, effective January 3, 2022; and

WHEREAS, Yolande Wilburn has agreed to accept the Library Director position.

NOW, THEREFORE, BE IT RESOLVED by the Library Joint Powers Authority Board, does hereby approve the Library Director Employment Agreement, between the Library Joint Powers Authority Board and Yolande Wilburn which is attached hereto as Exhibit "A" and is herewith adopted by the Library Joint Powers Authority Board.

PASSED AND ADOPTED this 2nd day of December, 2021, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

APPROVED _____

ATTEST: _____

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 YOLONDE WILBURN, an individual (hereinafter referred to as "EMPLOYEE" and "they/their"), 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 desires to hire EMPLOYEE as the DIRECTOR and EMPLOYEE desires to serve as the DIRECTOR for the LJPA beginning January 3, 2022; and

WHEREAS, EMPLOYEE, LJPA and CITY agree and acknowledge that EMPLOYEE's employment as DIRECTOR is governed by this Agreement.

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 consistent with the duties of DIRECTOR, and as may be modified from time to time by the LJPA.

(B) EMPLOYEE SHALL PERFORM THEIR DUTIES TO THE BEST OF THEIR 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 or other employment, 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 their reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission (FPPC) and the LJPA.

(d) EMPLOYEE shall dedicate their full energies and qualifications to their 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.

EMPLOYEE acknowledges that they are an at-will employee who serves at the pleasure of the LJPA. As such, their employment may be terminated by the LJPA without cause. This agreement will be of indeterminate length subject to the termination clause in Section 5 or until terminated by the event of retirement, death, or permanent disability of EMPLOYEE.

3. Salary.

(a) EMPLOYEE's initial annual salary will be \$202,212 payable in installments at the same time as other employees of the CITY are paid and subject to customary applicable payroll taxes and 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 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 at their six (6) month anniversary, one year anniversary and at least once per year thereafter. EMPLOYEE shall have a performance evaluation in writing. In connection with evaluations, 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". In addition, the following benefits will be provided commencing on the first day of employment:

(a) Vacation Bank: EMPLOYEE shall be credited with eighty (80) hours of vacation.

(b) Sick Leave Bank: EMPLOYEE shall be credited with eighty (80) hours of sick leave.

(c) Vacation Accrual Rate: EMPLOYEE will begin accruing vacation hours equivalent to a City six-year employee which is 120 hours per year.

(d) Moving Expenses: EMPLOYEE shall receive up to \$10,000 for expenses related to relocating to Santa Cruz County upon submittal of receipts acceptable to the LJPA.

(e) Management Vacation: Pursuant to the PLAN, EMPLOYEE shall be credited with 80 hours of management vacation in the first full pay period of January, pro-rated for new hires for partial year service.

5. Resignation and Termination.

(a) Voluntary Termination. Either EMPLOYEE or LJPA may terminate this Agreement by providing the other party, including the CITY, at least 30 days' advance written notice of such intention to do so and prior to the effective date of termination. In the event that EMPLOYEE or LJPA voluntarily terminates this Agreement and there is no basis for termination of EMPLOYEE for cause, EMPLOYEE may receive severance pay as set forth in Paragraph 6.

(b) Termination for Cause. Termination "for cause" shall mean: if EMPLOYEE willfully breaches the duties which EMPLOYEE is required to perform under the terms of this Agreement or engages in gross negligence or misconduct detrimental to the operation of the business of LJPA, as determined in the sole discretion of the LJPA, or engages in a willful violation of federal or state law, or is convicted of a felony. The LJPA may terminate this Agreement for cause 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) Termination for Disability. If EMPLOYEE is unable to perform their duties by reason of illness or mental or physical disability for a continuous period of 120 days, LJPA may terminate this Agreement and the employment under this Agreement with ten (10) days written notice of termination to EMPLOYEE. Termination for this reason shall not be deemed "for cause" as that term is used in this section. In the event of termination under this section, LJPA obligations to EMPLOYEE under this Agreement shall cease except for annual salary accrued to the date on which termination becomes effective and, if termination is not for cause, LJPA shall be obligated to pay EMPLOYEE severance pay as set forth in Paragraph 6.

(d) 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 or the number of months remaining on Employee's term under this Agreement whichever is less 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 dishonesty, fraud, misrepresentation, or other acts of 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: YOLANDE WILBURN


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, the Joint Powers Agreement, and amendments thereto 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.

15. Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

[SIGNATURES ON FOLLOWING PAGE]

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 _____

Carlos Palacios, Board Chair

CITY OF SANTA CRUZ

Date _____

Rosemary Menard, Contract Administrator and
Interim City Manager

EMPLOYEE

Date _____

Yolande Wilburn, Library Director

Attachments:

Exhibit A: Job Description

Exhibit B: City of Santa Cruz Compensation and Benefits Plan

EXHIBIT A



**CITY OF SANTA CRUZ
DIRECTOR OF LIBRARIES**

SANTA CRUZ CITY-COUNTY LIBRARY SYSTEM

Reports to: City Manager
Supervises: Library Management Staff
Bargaining Unit: Executive

BASIC FUNCTION

Serves as head librarian for city-county library system, serving a population of approximately 170,000. Plans, organizes and directs library operations and administration. Works with the Library Board of Trustees and the city and county to provide effective and efficient library services to the community. Is responsible for main library plus eight branches and one bookmobile.

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.
- Prepares the library's annual budget for submission to the Library Board, city and county. Implements the adopted budget.
- Conducts the personnel administration, financial affairs and general administration of the library system in accordance with adopted policies and procedures.
- Hires and supervises library employees.
- Maintains effective public relations with public officials, civic groups, the media and the community.
- Serves as a city department head and participates in the work of the city's executive group.

MINIMUM QUALIFICATIONS

- Master's degree in Library Science from a library school accredited by the American Library Association.
- Five years; increasingly responsible professional library experience, including three years in an administrative capacity.
- Knowledge of library science, organization, administration, supervision and management.
- Knowledge of modern principles and practices of librarianship including technical services, branch operation, reference services, children's services, audio-visual services, circulation and music and art services.

- Knowledge of budgeting and fiscal administration of a library system.
- 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.

EXHIBIT B



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. Fire Chief: 2.5% completion of 10 years, 2% completion of 15 years, 2% completion of 20 years and 2% completion of 25 years.. 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
Adopted: 10/8/19

ATTACHMENT A

**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%.

Chair Carlos Palacios
Vice Chair Jamie Goldstein
Board Member Rosemary Menard
Board Member Casey Estorga



STAFF REPORT

DATE: December 2, 2021
TO: Library Joint Powers Authority Board
FROM: Eric Howard, Interim Library Director
RE: Annual Meeting Schedule 2022

RECOMMENDATION

Adopt Annual Meeting Schedule 2022

DISCUSSION

The Library is proposing the attached meeting schedule for 2022.

Attachment: Annual Meeting Schedule



2022 Meeting Dates

Hybrid Meetings

LFFA (Libraries Facilities Financing Authority)
Immediately followed by the LJPA (Library Joint Powers Authority)

**All meetings are held on
Thursdays at 9:00 am**

Meeting Date	Time	Location
February 3	9:00 am	Capitola
April 7	9:00 am	Capitola
May 5	9:00 am	Downtown
June 2	9:00 am	Downtown
August 4	9:00 am	Downtown
October 6	9:00 am	Scotts Valley
December 1	9:00 am	Scotts Valley

Chair Carlos Palacios
Vice Chair Jamie Goldstein
Board Member Rosemary Menard
Board Member Casey Estorga



STAFF REPORT

DATE: December 2, 2021
TO: Library Joint Powers Authority Board
FROM: Eric Howard, Interim Library Director
RE: Revised Holiday Closure Policy #108

STAFF RECOMMENDATION

Approve revised Policy #108: Holiday Closure Policy.

DISCUSSION

As we plan for this year's upcoming holidays in December, we came across an adjustment that needed to be made in the holiday closure policy.

The current policy has the library closing at 2pm on Eve holidays. This year the Eve holidays fall on Friday and the branches do not open until 12pm. It does not seem operationally prudent to open the branches for two hours on this holiday. We are proposing on the days where the library opens at 12pm on Eve holidays, the branches will remain closed on that day.

A second addition that was made to this policy is the inclusion of the "Holiday Pay Back Program" that is run through the City of Santa Cruz and was adopted by the LJPB in October 2020.

These additions are highlighted in red on the attached policy.

Report Prepared by: Kira Henifin,
Principal Management Analyst

Reviewed and Forwarded by: Eric Howard, Interim Library Director

Attachment: #108 Holiday Closure Policy



Library Holiday Closure Policy

JPAB Policy # 108
Approved: October 2019
Five-year Review Schedule: October 2024

Closure Schedule for the Santa Cruz Public Library System

April:	Spring Staff Training Day – TBD
October:	Autumn Staff Training Day – Columbus Day
November:	Veterans' Day
	Thanksgiving Day
	Day after Thanksgiving
December:	Christmas Eve – Close at 2 pm (if branch is scheduled to be open)
	*Close on Christmas Eve completely if branches are regularly scheduled for an opening at 12 pm.
	Christmas Holiday
	New Year's Eve Holiday – Close at 2 pm (if branch is scheduled to be open)
	*Close on New Years Eve completely if branches are regularly scheduled for an opening at 12 pm.
January:	New Year's Day Holiday

Note per MOU: When a holiday falls on a Sunday, the following Monday shall be observed.
When a holiday falls on a Saturday, the preceding Friday shall be observed.

In addition, the Library would participate in the City of Santa Cruz's holiday closure pay back program. This program enables staff to take time off during the holiday closure period, this 2 week period is set by the City of Santa Cruz and includes the Christmas and New Year's holidays, and pay back the time off taken in small increments over several pay periods following the holidays.

The following language from the SEIU MOU explains the process/procedure:

SECTION 28.00 - HOLIDAY CLOSURE

If the City decides to close around the Christmas and New Years' holidays, the following will apply: Employee participation in the closure program is voluntary. During the closure, employees may use accrued vacation, compensatory time off, floating holidays, or excess holiday time.

Employees may also request leave without pay. To encourage the use of leave without pay, seniority, benefit and leave accruals will not be impacted if leave without pay is taken during the Holiday closure period. (Note: Unpaid leave is not credited towards PERS retirement.)

The City will allow leave without pay hours to be deducted over the same number of pay periods as the number of workdays the City was closed. Employees are not allowed to use unpaid closure time on holidays during the City's holiday closure.

If there are employees who do not wish to take either paid or unpaid leave time during the closure period the City will provide the opportunity to perform generally comparable work during the closure by finding appropriate assignments and/or work space.

Chair Carlos Palacios
Vice Chair Jamie Goldstein
Board Member Rosemary Menard
Board Member Casey Estorga



STAFF REPORT

DATE: December 2, 2021
TO: Library Joint Powers Authority Board
FROM: Kimberly Finley, Chief Real Property Agent for the County of Santa Cruz
RE: Capitola Branch Library Lease and Sublease Agreements

RECOMMENDATION

Approve the attached sublease agreement between the County of Santa Cruz and the Santa Cruz Public Libraries for the City-owned Capitola library facility located at 2005 Wharf Road, Capitola.

DISCUSSION

On August 17, 2004, the City of Capitola (City) and the County of Santa Cruz (County) entered into the First Implementation Agreement to Redevelopment Pass-Through Agreement and Library Agreement (Agreement). Pursuant to the terms of the Agreement, the City was required to build a library (Library) and lease the Library to the County for one dollar (\$1.00) per year, for a term of ninety-nine (99) years or less if agreed upon. The Agreement further required that County or its designee assume responsibility for the maintenance, repairs, and operations of the Library and provide staffing levels and service hours not less than the staff and service hours at the Aptos Branch Library, which may change from time to time. Based on the mutual obligations set forth in the Agreement, the City completed construction of the Library this past May and held a grand opening in June. On October 28, 2021, the City obtained the authority to enter into a ninety-nine (99) year lease via the approval of City Ordinance No. 1045 (Establishing Procedures for Compliance with California Government Code Section 37380 for Leasing Property for a Term in Excess of 55 Years and Authorizing a 99-Year Lease Between the City and County of Santa Cruz for the Property Located at 2005 Wharf Road, to be used as the Capitola Library).

The Department of Public Works, Real Property Section (Real Property) submitted for Board of Supervisors' approval on December 7, 2021 the enclosed lease agreement between the County of Santa Cruz and the City of Capitola for the City-owned Library located at 2005 Wharf Road (Lease). This Lease is for the term of ninety-nine (99) years, with a base annual rent in the amount of one dollar (\$1.00). Consistent with the terms of the Agreement, this Lease obligates the County

to assume all facility maintenance responsibilities and provide service hours and staffing levels comparable to the Aptos Branch Library. The Lease was approved by the City with Ordinance No. 1045, and the City Manager is expected to sign the Lease on or after November 27, 2021 when the Ordinance takes effect.

Real Property further submitted for Board of Supervisors' approval on December 7, 2021 the enclosed sublease agreement between the County and the Santa Cruz Public Libraries (SCPL), a Joint Powers Authority for the City-owned Library (Sublease). The Sublease shall become effective upon execution and expire when that specific agreement entitled Fourth Amendment to the Joint Powers Agreement Between the City of Santa Cruz and the County of Santa Cruz and the Cities of Capitola and Scotts Valley relating to Library Services naturally terminates at 11:59 PM on December 31, 2025. The base annual rent for the Sublease is one dollar (\$1.00). Consistent with the terms of the Agreement, the Sublease designates SCPL to be responsible for Library operations, including providing service hours and staffing levels comparable to the Aptos Branch Library. Additionally, the Sublease designates SCPL to be responsible for all Library utility charges and routine maintenance of the building, parking lot, landscaping (excluding tot lot) and minor repairs up to \$10,000 per occurrence, with an annual maximum of \$50,000. County will retain responsibility for major repairs and capital work over the established limits. Any expenses incurred by the County will be paid for via a Capital Trust to be funded through the County Library Fund in an amount based on an existing facility assessment and major maintenance budget to be presented to and approved by the Board of Supervisors. This model of shared minor versus major maintenance was similarly used in the Felton Library Lease approved by the Board of Supervisors on January 28, 2020.

The proposed Lease and Sublease will provide the SCPL with occupancy of the City-owned library building to provide library services for the benefit of the community. Pursuant to the Sublease, the SCPL will be responsible for all utility charges and routine maintenance of the building, parking lot, and landscaping surrounding the facility (excluding the tot lot). Minor repairs up to \$10,000 per occurrence and annual maximum of \$50,000 will be the responsibility of the SCPL, while the County will be responsible for major repairs and capital work over the established limits. Any expenses incurred by the County will be funded through the County Library Fund, and the County Administrative Office will return to the Board of Supervisors with any required financial actions.

Attachments: Capitola First Implementation Agreement
Capitola Ordinance No. 1045
Capitola Library Lease
Capitola Library Sublease



2021.12.02
Capitola_2004_First_



2021.12.02



2021.12.02 Capitola



2021.12.02 Capitola
Library Lease 092120 Library SUBLease 09:

**FIRST IMPLEMENTATION AGREEMENT TO REDEVELOPMENT
PASS-THROUGH AGREEMENT AND LIBRARY AGREEMENT**

This First Implementation Agreement to Redevelopment Pass-Through Agreement and Library Agreement (the "First Implementation Agreement") is entered into to be effective as of the ~~18th~~ day of August, 2004 (the "Effective Date"), by and among the City of Capitola (the "City"), the Redevelopment Agency of the City of Capitola (the "Agency"), and the County of Santa Cruz (the "County") (each individually a "Party" and collectively the "Parties").

RECITALS:

A. On June 24, 1982, the City Council of the City adopted its Ordinance No. 522 approving the Redevelopment Plan for the Capitola Redevelopment Project (the "Original Redevelopment Plan"). The City subsequently approved a First Amendment to the Original Redevelopment Plan on or about February 14, 1985 (Ordinance No. 583) and a Second Amendment to the Original Redevelopment Plan (as previously amended by the First Amendment) on or about January 12, 1995 (Ordinance No. 773). The Original Redevelopment Plan, as amended by the First Amendment and Second Amendment thereto, are referred to herein as the "Existing Redevelopment Plan."

B. In 1984, the Agency and the County entered into the "Agreement Between the Redevelopment Agency of the City of Capitola and the County of Santa Cruz Regarding Pass-Through of Tax Increments Pursuant to Health and Safety Code Section 33401" (the "Original Pass-Through Agreement") which provides for, inter alia, the "pass through" by the Agency to the County (including certain taxing entities affiliated with the County) of tax increment revenues generated from within the redevelopment project area described in the Original Redevelopment Plan (the "Original Project Area").

C. On or about April 1, 1987, the City and County entered into an agreement (the "First Library Agreement") pursuant to which the City agreed to construct a 7,000 square foot branch library building on a site adjacent to the Capitola Mall, the City agreed to lease the completed library building and site to the County for \$1.00 per year, and the County agreed to operate the library for the public benefit, all as more particularly set forth therein.

D. On or about March 4, 1993, the City, Agency, and County entered into an agreement (the "Second Library Agreement") which provided for the construction of a larger 12,500 square foot library branch at the corner of Clares Street and Wharf Road in the City of Capitola (the "Library Site"), the lease of the Library Site by the City to the County for \$1.00 per year, and the County's operation of the library, all in lieu of the library project contemplated in the First Library Agreement.

E. Paragraph 5.B of the Second Library Agreement authorized the City and Agency to terminate said agreement if they notified the County in writing prior to June 30, 1993, that they were unable to arrange the financing they were required to provide as set forth in Paragraph 3.C thereof. On or about March 3, 1997, the City and Agency notified the County

that they did not intend to proceed further with the project contemplated in the Second Library Agreement.

F. Paragraph 8 of the Second Library Agreement provides in pertinent part that "[i]n the event this agreement is terminated for any reason prior to construction of the Branch Library . . . , the prior agreement [i.e., the "First Library Agreement"] . . . shall be reinstated."

G. As of the Effective Date of this First Implementation Agreement, neither the library contemplated by the First Library Agreement nor the Second Library Agreement has been constructed. Instead, in or about 1997 the City constructed a parking lot and caused a 4,300 square foot interim branch library to be placed at the Library Site.

H. Prior to the date of this First Implementation Agreement, the City and Agency have prepared and approved or are considering for approval two proposed amendments to the Existing Redevelopment Plan: first, an amendment that would, inter alia, extend the time limits in the Existing Redevelopment Plan for the Agency to collect tax increment revenues and to repay indebtedness from approximately June 2017 to approximately June 2032 (the "Time Extension Plan Amendment"); and second, an amendment that would, inter alia, add approximately 7.9 acres of land area to the Original Project Area consisting of the Rispin Mansion property and the adjacent Capitola City library and authorize the Agency to exercise its redevelopment authority with respect to such additional area (the "Rispin Mansion Plan Amendment") (collectively, the "Plan Amendments").

I. A dispute has arisen between and among the Parties to the Original Pass-Through Agreement, the First Library Agreement, and the Second Library Agreement regarding the Parties' respective interpretations of and performance under said agreements. The Parties desire to settle such disputes as set forth in this First Implementation Agreement.

J. The Parties agree that this First Implementation Agreement is intended as a clarification and confirmation of the Original Pass-Through Agreement, the First Library Agreement, and the Second Library Agreement and not as a material amendment thereto. In particular, the Parties agree that the Agency's obligations as memorialized in this First Implementation Agreement, including any conditions or limitations on such obligations, relate back to the Original Pass-Through Agreement, the First Library Agreement, and the Second Library Agreement and do not expand or add to the Agency's obligations set forth in those agreements, and accordingly that this First Implementation Agreement is consistent in all respects with the provisions of the California Community Redevelopment Law, including without limitation California Health & Safety Code Sections 33401, 33607.5, and 33607.7.

K. A dispute has also arisen between and among the Parties concerning the Plan Amendments. In consideration for the Agency's and City's willingness to clarify and confirm the intent of the Original Pass-Through Agreement, the First Library Agreement, and the Second Library Agreement, as provided in this First Implementation Agreement, the County has agreed to withdraw any objections it might otherwise have to the Plan Amendment, as more particularly described and subject to the terms and conditions set forth herein.

COVENANTS:

Based upon the foregoing Recitals, which are incorporated into this Agreement by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the City, Agency, and County agree as follows:

1. Clarification and Confirmation of Term of Agency's Pass-Through Obligations.

The Original Redevelopment Plan authorized the Agency to collect tax increment revenues for a period of thirty-five (35) years and the Original Pass-Through Agreement provided for various pass-through amounts to be retained by or paid to the County and its affiliated affected taxing entities for the full 35-year term of the Original Redevelopment Plan. The Parties hereby confirm that their original intent in entering into the Original Pass-Through Agreement was that the pass-through payments that were provided for therein would continue to be made for as long as the Agency continues to receive tax increment revenues from the Original Project Area. Accordingly, the Parties agree that the pass-through obligations provided for in the Original Pass-Through Agreement will remain in effect with respect to the Original Project Area during the full term of the Existing Redevelopment Plan as extended by the Time Extension Plan Amendment and any other amendment to the Existing Redevelopment Plan that the City or Agency may adopt or approve after the Effective Date that extends the time limit for the Agency to receive property tax increment revenues from all or any portion of the Original Project Area.

2. Clarification and Confirmation of Method for Calculating Pass-Through Amounts.

For purposes of the provisions set forth in the Original Pass-Through Agreement that identify specific percentages or amounts of tax increment that are to be passed through to the County and its affiliated affected taxing entities during specific years of the "Project," the Parties agree that the first year of the Project was fiscal year 1982-1983. The amount of the Agency's pass-through obligations for the additional term added by the Time Extension Plan Amendment to the Existing Redevelopment Plan (and any other similar time extension) shall be calculated based upon the Agency's obligations in the 35th year of the "Project" (as such obligations are clarified in this First Implementation Agreement), which obligation the Parties agree equals one hundred percent (100%) of the portion of the property tax increment revenues generated from within the Original Redevelopment Project Area pursuant to California Health & Safety Code Section 33670(b) that would have been allocated and paid to the County (for the benefit of the County's General Fund, the County's Special District Augmentation Fund, and the County Library Fund) and the County's affiliated affected taxing entities (including the Santa Cruz County Flood Control and Water Conservation District, the Santa Cruz County Flood Control and Water Conservation District Zone 4, and the Santa Cruz County Flood Control and Water Conservation District Zone 5) but for the existence of the Existing Redevelopment Plan (as amended by the Plan Amendments) (collectively, the "County's Share of Tax Increment"). In this regard, it is understood and agreed that the County's Share of Tax Increment shall not be reduced if and to the extent (i) the Agency is required to pay, set aside, or expend any percentage or amount of its tax increment revenues for housing purposes (e.g., Health & Safety Code Sections 33334.2 et seq.), for contributions to the Educational Revenue

Augmentation Fund (see Health & Safety Code Sections 33680 et seq.), or for other purposes that may or may not be of benefit to the City or Agency or (ii) the amount of the Agency's tax increment revenues is reduced by State law and the funds are diverted to some other purpose or use (except to the extent that the loss of revenues to the County and its affiliated affected taxing entities under this Agreement is offset by identifiable and quantifiable replacement tax revenues or subventions provided pursuant to State law). In this regard, it is further understood and agreed that to the extent that the County and its affiliated affected taxing entities have not been fully reimbursed prior to the Effective Date of this First Implementation Agreement for any of the County's Share of Tax Increment from prior fiscal years that was deferred as provided for in the Original Pass-Through Agreement, nothing in this First Implementation Agreement is intended to excuse or terminate the right of the County and its affiliated affected taxing entities to receive such reimbursements, but if such reimbursements are received in the 35th year of the "Project" the amount thereof shall not be added to or included in the calculation of the County's Share of Tax Increment in a manner that results in the County or its affiliated affected taxing entities being entitled to retain or receive more tax increment revenues generated from within the Original Project Area than the County and such taxing entities would have received but for the existence of the Existing Redevelopment Plan (as amended).

Finally, it is understood and agreed that the terms of the Original Pass-Through Agreement do not apply to the territory added by the Rispin Mansion Plan Amendment to the Original Project Area and that the so-called "statutory pass-through" obligations set forth in California Health & Safety Code Section 33607.5 (as the same may be amended from time to time) shall apply to said portion of the Agency's amended Redevelopment Project Area.

3. Clarification and Confirmation that Actual County and Affiliated Entities' Share of Tax Increment is to be Used in Calculating Pass-Through Amounts.

Sections 1-4 of the Original Pass-Through Agreement set forth specific percentages of tax increment revenues that are required to be passed through to the County General Fund, the Special District Augmentation Fund, the County Library Fund, and the County Special District Funds over the term of the Original Redevelopment Plan. The percentages specified in the Original Pass-Through Agreement were the actual percentage shares of property tax revenues that were allocable to the County and its affiliated affected taxing entities in the base year at the time the Original Redevelopment Plan was adopted (fiscal year 1981-1982). Over the years, the County's and its affiliated affected taxing entities' actual percentage shares of the ad valorem property taxes generated by the base year valuation of properties in the Original Redevelopment Project Area have changed slightly due to a variety of circumstances. The Parties hereby confirm that their original intent in entering into the Original Pass-Through Agreement was to have the pass-through amounts calculated based upon each of the County's and its affiliated affected taxing entities' actual percentage shares of ad valorem tax revenues generated by the base year valuation (as adjusted in accordance with applicable law), not the arbitrary fixed percentages that existed at that time. It also serves the administrative convenience of all Parties that the actual percentage figures in effect from time to time be utilized in this calculation rather than the historic percentage figures from fiscal year 1981-1982 which are no longer accurate. Accordingly, as a matter of administrative convenience and to better effectuate the original intention of the Parties as set forth in the Original Pass-Through Agreement, and not as an amendment thereto, the Parties agree that calculation of the pass-

through amounts due hereunder shall be based in each fiscal year upon the then-current actual percentages instead of the fixed percentages identified in the Original Pass-Through Agreement.

4. Library Obligation.

A. Subject to the conditions set forth in this Paragraph 4, and in addition to the Agency's obligations set forth in Paragraphs 1-3, no later than June 30, 2018, the Agency shall design and commence construction or cause to be designed and commenced the construction of a minimum 7,000 square foot library building and related on-site improvements such as driveways, parking, and landscaping (collectively, the "Library") on the Library Site or other acceptable site, subject to the outcome of public hearings and environmental review conducted by the City and/or the Agency with respect to said project and subject to the further understanding that the City and Agency cannot commit to a particular site prior to completion of the environmental review process and they may designate an alternative site after consultation with the County that serves the same area that is intended to be served by the Library on the Library Site. Once commenced, construction of the Library shall be completed in not more than three (3) years. The Library to be provided by the Agency shall include new fixtures, equipment, including shelving, and any other necessary contents meeting a reasonable standard for new library projects and, in addition, any usable contents from the Capitola interim branch library referred to in Recital G shall be transferred to the new facility upon its completion and title to said property shall be transferred to the County at that time.

B. Prior to commencement of construction of the Library, the Agency shall provide the County with a declaration of the Agency's intent to build the Library. The Agency shall consult with the County and Library Authority regarding the design of the Library. The Library shall be designed in consultation with the County and the Director of Libraries for the City/County Library System or its successor. The City or Agency shall have final approval authority with respect to the Library's exterior design and with respect to the related on-site improvements, provided that the Library meets applicable federal, state, and local code requirements, including accessibility for disabled persons, and that the minimum 7,000 square foot building size shall not be reduced without the County's prior written consent, which consent the County may withhold in its sole and absolute discretion. The County or its designee shall have final approval authority with respect to the Library's interior functional design and layout in order to ensure the maximum usability of the space in accordance with library design standards and needs established by the County's designated operator of the Library, and such approval shall not be unreasonably withheld, conditioned, or delayed.

C. If the Library is constructed on the Library Site or on an alternate site owned by the City or the Agency meeting the requirements referred to herein, the City or Agency, as applicable, agree to lease the site to the County (or its designee) and the County agrees to lease said Site from the City or Agency following completion of the Library construction pursuant to a ground lease (the "Lease"). The Lease shall provide for the County or its designee to pay rent in the amount of One Dollar (\$1.00) per year for a term of ninety-nine (99) years (or such shorter period to which the Parties may hereafter agree in writing or the maximum lease period allowed by law, if less than 99 years). The Lease shall permit use of the premises only for purposes of a library and incidentally related uses consistent with a library

use and shall obligate the County to provide staffing levels and service hours for the Library that are not less than the comparable staff levels and service hours provided at the Aptos County Branch Library, as said staffing levels at the Aptos County Branch Library may change from time to time. The Lease shall further require that the County or its designee assume responsibility for maintenance, repairs, and operation of the Library and the premises, provide for customary indemnifications for the benefit of the ground lessor and contain such other terms consistent with the foregoing as may be acceptable to the Parties to the Lease. Notwithstanding that the Lease is not being executed concurrently with the execution of this First Implementation Agreement, the Parties agree that this First Implementation Agreement is intended to create a final, binding contractual commitment with respect to the terms of the Lease, subject to the terms and conditions set forth herein and in compliance with applicable laws, and the Parties covenant to cooperate reasonably and in good faith and to take all other actions consistent herewith to cause the Lease to be executed prior to the date construction of the Library is commenced.

D. Notwithstanding any other provision set forth in this First Implementation Agreement to the contrary, the Agency's maximum financial obligation to the County for design and construction of the Library shall be a present value (in 2003-2004 dollars) amount of One Million Four Hundred Thousand Dollars (\$1,400,000), which amount shall increase five percent (5%) per annum (compounded annually) until the fiscal year (July 1-June 30) in which the Library construction is completed or the full amount of the accrued Agency Assistance has been paid to the County as provided in paragraph 4.H hereinbelow (the "Agency Assistance").

No later than February 1, 2005, and February 1st of each fiscal year thereafter through February 1, 2018, or until the total amount of the Agency Assistance is funded or the Library construction is completed, whichever first occurs, the Agency shall pay to the County from tax increment and the County shall deposit in a separate trust account that earns interest at a rate equivalent to the County's pooled investment fund (with the County's Auditor-Controller designated as trustee and the County's Chief Administrative Officer or designee having the joint power on behalf of the County, together with the Agency's designee, to instruct the trustee re disbursements and expenditures) the "Minimum Scheduled Payment Amounts" set forth in the following schedule:

(1)	(2)	(3)	(4)	(5)	(6)
Year No.	Fiscal Year	Total Amount of Agency Assistance Obligation (Increased by 5% per year)	Minimum Scheduled Payment Amount ¹	Accrued Interest ²	Cumulative Agency Assistance Amount Available

Obligation in 2003-2004 Dollars \$1,400,000

1	2004-05	\$1,400,000	\$25,000	\$375	\$25,375
2	2005-06	1,470,000	25,000	1,136	51,511
3	2006-07	1,543,500	25,000	1,920	78,432
4	2007-08	1,620,675	25,000	2,728	106,160
5	2008-09	1,701,709	25,000	3,560	134,719
6	2009-10	1,786,794	25,000	4,417	164,136
7	2010-11	1,876,134	162,900	7,368	334,404
8	2011-12	1,969,941	179,502	12,725	526,631
9	2012-13	2,068,438	211,720	18,975	757,325
10	2013-14	2,171,860	250,243	26,473	1,034,041
11	2014-15	2,280,452	287,116	35,328	1,356,485
12	2015-16	2,394,475	325,579	45,578	1,727,643
13	2016-17	2,514,199	366,577	57,328	2,151,548
14	2017-18	2,639,909	417,640	70,811	2,639,999

The Agency may prefund any portion of the Agency Assistance at any time. "Prefund" as used in this section shall mean providing the total amount of funding needed in a particular year to achieve the Agency Assistance obligation for that year as set forth in column (3) of the schedule set forth above. If for any reason the total amount of the Agency Assistance is not funded by June 30, 2018 (e.g., because the actual interest earnings in the trust fund are less than the 3% rate reflected in the foregoing schedule), the Agency shall fund the balance of the Agency Assistance at that time. In addition, if the Agency and County reasonably determine on or after June 30, 2014, that the total Agency Assistance amount will be funded even if the annual Minimum Scheduled Payment Amounts are reduced below the levels provided for in the foregoing schedule, the Agency shall have the right to reduce its contributions into the trust account prospectively consistent with such mutual determination. The maximum financial obligation of the Agency is to provide \$2,640,000 as of June 30, 2018.

1 Minimum scheduled payment amount is subject to being increased if and at such time that Agency finances Rispin Mansion project. (See below.)

2 Example only (at assumed 3% interest rate). Actual rate shall be variable rate earned by County's pooled investment fund.

Subject to the subordination provisions set forth in Paragraph 4.E, if the Agency fails to timely make any of the Minimum Scheduled Payment Amounts required hereunder (as adjusted), the County, in addition to whatever rights and remedies it may have hereunder, may at its option, after sixty (60) days written notice of default to the Agency, set off the amount of the delinquent Minimum Scheduled Payment Amounts (as so adjusted, if applicable) from future allocations of property tax increment revenues otherwise payable to the Agency and in such event the County deposit said Minimum Scheduled Payment Amounts (or portion(s) thereof) directly into the trust account.

E. The Agency's obligation to pay or fund the Agency Assistance shall be subordinate to: (1) Agency's affordable housing obligations under Health and Safety Code Section 33334.2 et seq., (2) annual payments due to the County and other taxing agencies pursuant to the Original Pass-Through Agreement, as clarified in Paragraphs 1 through 3 of this First Implementation Agreement; (3) annual administrative fees due to the County for allocating property taxes; (4) payments due on an existing proximately \$1,000,000 loan by West America Bank to the Agency that is due and payable in the Agency's 2007-2008 fiscal year (and which loan the Agency may at its option elect to extend for a period not to exceed an additional six (6) years, i.e., until an extended maturity date not later than June 30, 2014, without losing the benefit of the subordination provided for herein); (5) interest-only payments on two (2) loans owing by the Agency to the City (in the principal amounts of \$1.35 million and \$618,000, respectively); (6) any statutory Agency payment obligations to the Educational Revenue Augmentation Fund ("ERAF") in fiscal year 2006-2007 through fiscal year 2009-2010, inclusive; and (7) any payments made by the Agency at any time on or before June 30, 2010, to finance in whole or in part the Agency's financial obligations in conjunction with the planned redevelopment of the Rispin Mansion property in a total cumulative amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000); provided, however, that if the Agency makes the payments described in (7) through a debt instrument which infuses new cash, such as a bond, the Agency's Minimum Scheduled Payment Amounts set forth in the schedule in Paragraph 4.D above shall be increased by One Hundred Thousand Dollars (\$100,000) per year in each of the first three (3) years following the creation or issuance of such debt and the Minimum Scheduled Payment Amounts shall be decreased by the same amount in each of the last three (3) years in said schedule. Except as set forth above, the Agency's obligation to pay the Agency Assistance shall be superior to every other Agency obligation and in this regard it is understood that if the Agency hereafter amends or extends any of the loan obligations referred to in clauses (4), (5), or (7) of the preceding sentence beyond the times for repayment referred to therein, such amended or extended loan obligations shall at such time become junior and subordinate to the Agency's obligation to pay the Agency Assistance as provided herein.

F. Upon receipt of the Agency's certification that the funds will be used for Library design costs only, but no earlier than Year 12 (i.e., fiscal year 2015-2016) or the accumulation of eighty percent (80%) of the total Agency Assistance obligation, whichever first occurs, the County and Agency shall cooperate upon the Agency's request in causing the trustee of the trust account to release funds to the Agency to pay for the costs of pre-development and construction of the Library and for planning and design costs in an amount not to exceed fifteen percent (15%) of the total amount of the Agency Assistance obligation at that time (determined based on Column 3 of the Table set forth in Paragraph 4.D of this First

Implementation Agreement). Thus, for example, if design funds are withdrawn from the trust account in Year 12, the maximum amount of funds that can be released to the Agency for Library design costs shall be \$359,171.25 ($\$2,394,475 \times .15 = \$359,171.25$). Such funds released to the Agency shall be eligible expenditures of the Agency Assistance and shall be credited against the total amount thereof (including future interest amounts after the date such funds are released from the trust account).

Upon the Agency's certification to the County that it is prepared to commence construction of the Library and the Agency (or City) has entered into the construction contract for the Library, the Agency shall be entitled to withdraw the entire balance in the trust account for said purpose and the County shall cooperate and execute any and all documents reasonably required for that purpose.

G. Upon the Agency's completion of construction of the Library in accordance with this First Implementation Agreement and assuming that there are any Agency Assistance funds remaining in the trust account, all such funds shall be used for the benefit of the Library in a manner to be mutually approved by the Parties (or, if applicable provisions of law preclude the expenditure of such funds for such purposes, for such Library-related purposes as may be legally appropriate) and consistent with the Community Redevelopment Law.

H. In the event that the Agency reasonably determines prior to June 30, 2018 (the deadline for commencing construction of the Library), that the Library cannot be constructed consistent with the terms and conditions of this First Implementation Agreement, including without limitation because the cost of the Library exceeds the total amount of the Agency Assistance, the Agency shall have the right to notify the County in writing and thereafter the Agency and County shall negotiate in good faith for a minimum period of sixty (60) days regarding possible alternative solutions, reserving to each Party its full legislative discretion with respect thereto. If for whatever reason the Agency does not commence construction of the Library by June 30, 2018, the full amount of the Agency Assistance (including all accrued interest and any unfunded amounts required hereunder) shall be made available to the County to provide library services to the benefit of the residents in the Capitola area in a manner consistent with applicable law. The County shall provide a certification to the Agency that the County is prepared to undertake actions to provide said library services at which time the County shall be entitled to withdraw the entire balance in the trust fund and the Agency and the City shall cooperate and execute any and all documents reasonably required for said purpose.

I. The provisions of this First Implementation Agreement are intended to clarify and confirm the Parties' agreement with respect to their remaining obligations that are set forth in the First Library Agreement and Second Library Agreement and shall supersede and replace the First Library Agreement and Second Library Agreement in their entirety. If for any reason the provisions of this First Implementation Agreement pertaining to the subject matter addressed in the First Library Agreement and Second Library Agreement are found to be void or unenforceable by a final non-appealable judgment of a court of competent jurisdiction, the earlier agreement(s) shall be deemed to have survived and to be and remain in full force and effect to the same extent that such agreements would have survived and remained in effect in the event this First Implementation Agreement had never been executed, and in addition all

parties agree that any statutes of limitations or other equitable defenses (e.g. laches) to the enforcement of such surviving provisions shall be deemed to have been waived and tolled from March 4, 1993 (the date of the Second Library Agreement), to the date that the judgment invalidating the applicable provisions of this First Implementation Agreement becomes final and non-appealable.

J. On or before September 17, 2004, the City, Agency, and County shall each comply with all applicable requirements of the Community Redevelopment Law (including without limitation Health & Safety Code Sections 33445 and 33679) that may be a prerequisite or condition to the Agency's performance of its obligations set forth in this Paragraph 4 with respect to the Library, upon the conditions set forth in subparagraph 4.A.

5. County Covenant Not to Sue.

The County agrees that it will not raise any objections to or initiate or participate in, directly or indirectly, any litigation with regard to the Plan Amendments or the ordinance or other action adopting the Plan Amendments (assuming the form and content thereof is not materially changed after the Effective Date in a manner that is materially adverse to the County's interests).

6. Counterparts.

This First Implementation Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original copy and all which together shall constitute one agreement binding on all of the Parties hereto, notwithstanding that all Parties shall not have signed the same counterpart.

7. Authority.

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this First Implementation Agreement and that such execution is binding upon the Party for which he or she is executing this document.

8. Severability.

In the event any term, covenant, condition, provision, or agreement contained in this First Implementation Agreement is held to be invalid, void, or otherwise unenforceable by a final, non-appealable judgment of any court of competent jurisdiction, such decision shall in no way affect the validity or enforceability of any other term, covenant, condition, provision, or agreement set forth herein. In the event of any such final determination of invalidity or unenforceability, the Parties shall cooperate in good faith and to the maximum extent permitted by law to amend this First Implementation Agreement consistent with the intent of the Parties as expressed herein.

9. Entire Agreement.

The Original Pass-Through Agreement shall remain in full force and effect, as the terms thereof are being clarified and confirmed by this First Implementation Agreement. In the event

of any inconsistencies between this First Implementation Agreement and the Original Pass-Through Agreement, the provisions of this First Implementation Agreement shall control. This First Implementation Agreement, together with the Original Pass-Through Agreement, integrates all of the terms and conditions mentioned herein and therein or incidental hereto and thereto, and this First Implementation Agreement and the Original Pass-Through Agreement supersede all negotiations and previous agreements between and among the Parties with respect to all or any part of the subject matter addressed herein and therein, including without limitation the subject matter addressed in the First Library Agreement and the Second Library Agreement.

10. Indebtedness of Agency.

The obligations of the Agency under this First Implementation Agreement shall constitute an indebtedness of the Agency within the meaning of California Health & Safety Code Section 33670(b). The Agency shall not take any action to jeopardize or impair the County's rights to receive the benefits provided for herein. Notwithstanding any other provision in this Agreement, the parties understand and agree that the Agency's obligation to provide Agency Assistance for the Library is to be funded solely from tax increment, and only to the extent tax increment is available, pursuant to the subordination and other provisions of Paragraph 4.

11. Third Party Beneficiaries.

The County's affiliated affected taxing entities (i.e., the Santa Cruz County Flood Control and Water Conservation District, Santa Cruz County Flood Control and Water Conservation District Zone 4, and the Santa Cruz County Flood Control and Water Conservation District Zone 5) are intended third party beneficiaries of the pass-through obligations referred to in the Original Pass-Through Agreement and Paragraphs 1-3 of this First Implementation Agreement and shall have the right to directly enforce the same.

12. Termination If Third Amendment Invalidated

If, for any reason, the Third Amendment is invalidated or invalidated with respect to the project area expansion, including the environmental review and certification related to the adoption of the Third Amendment or the Rispin Mansion Plan Amendment, then the obligations contained in Paragraph 4 of this Agreement shall be automatically terminated, any payments made thereunder to the County for Agency Assistance pursuant to said Paragraph 4 shall be returned forthwith to the Agency, any prior agreements between or among the parties with respect to the Library shall remain in full force and effect in accordance with their terms, and the parties' respective rights and obligations with respect to the Library shall be as set forth in the First Library Agreement and the Second Library Agreement, with each party thereto reserving all of its rights and defenses with respect to the enforcement of such agreements that such party would have in the absence of this Third Amendment.

[Signatures on next page]

FIRST IMPLEMENTATION AGREEMENT TO REDEVELOPMENT PASS-THROUGH
AGREEMENT AND LIBRARY AGREEMENT

Dated: 8/13, 2004

CITY OF CAPITOLA

By: [Signature]

Its: City Manager

Dated: 8/13, 2004

REDEVELOPMENT AGENCY OF THE
CITY OF CAPITOLA

By: [Signature]

Its: Executive Director

Dated: 8/17, 2004

COUNTY OF SANTA CRUZ

By: [Signature]
Susan A. Mauriello

Its: County Administrative Officer

CITY OF CAPITOLA ORDINANCE NO. 1045

**AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAPITOLA
ESTABLISHING PROCEDURES FOR COMPLIANCE WITH CALIFORNIA GOVERNMENT
CODE SECTION 37380 FOR LEASING PROPERTY FOR A TERM IN EXCESS OF 55 YEARS
AND AUTHORIZING A 99-YEAR LEASE BETWEEN THE CITY AND COUNTY OF SANTA
CRUZ FOR THE PROPERTY LOCATED AT 2005 WHARF ROAD, TO BE USED AS THE
CAPITOLA LIBRARY**

WHEREAS, on or around 17 day of August 2004, the City of Capitola ("City"), the Redevelopment Agency of the City of Capitola ("Agency"), and the County of Santa Cruz ("County") entered into the First Implementation Agreement ("Agreement") to Redevelopment Pass-Through Agreement and Library Agreement. Section 4 of the Agreement required the Agency to design and commence construction of a minimum 7,000 square foot library building and related on-site improvements ("Library") on an acceptable site, subject to public hearing and environmental review requirements. Section 4.C of the Agreement states that, if the library was constructed, the City or Agency, as applicable, agrees to lease the site to the County or its designee, and the County agrees to lease the site from the City or Agency, pursuant to a ground lease, for a term of ninety-nine (99) years, or such shorter period to which the parties may agree or the maximum lease period allowed by law, if less than 99 years. That same Section of the Agreement further states the lease shall obligate the County to provide staffing levels and service hours for the Library that are not less than the comparable staff levels and service hours provided at the Aptos County Branch Library.

WHEREAS, the City has since constructed the Library on that certain piece of real property located at 2005 Wharf Road ("Property"). It would benefit the City and its residents for the County to lease and operate the Library for a period of 99 years, as it would provide certainty and continuity to the City and its residents.

WHEREAS, California Government Code Section 37380 authorizes California cities to lease property owned or held or controlled by it, for a period exceeding 55 years but not exceeding 99 years, if all of the following conditions are met:

- (1) The lease is subject to periodic review by the City and shall take into consideration the then current market conditions. The local legislative body may, prior to final execution of the lease, establish the lease provisions which will periodically be reviewed, and determine when those provisions are to be reviewed.
- (2) The lease is authorized by an ordinance adopted by the legislative body;
- (3) Prior to adopting the ordinance, the governing body holds a public hearing noticed pursuant to Government Code Section 6066; and
- (4) The lease is awarded to the bidder which, in the determination of the legislative body, offers the greatest economic return to the City, after competitive bidding.

WHEREAS, Articles 3 and 4 of the Lease shall be subject to review by the City on the tenth year following adoption of this Ordinance and every ten years thereafter.

WHEREAS, adoption of this Ordinance has followed a public hearing duly noticed pursuant to Government Code Section 6066.

WHEREAS, prior to consideration by the City Council of the City of Capitola, the City conducted a competitive bidding process for the lease. The County was the sole respondent and, in the determination of the City Council, offers the greatest economic return to the City.

WHEREAS, the City Council desires to adopt this Ordinance for the purpose of authorizing the City to enter into a lease with the County for the Property for 99 years, and in satisfaction of the requirements of Government Code Section 37380.

NOW THEREFORE THE CITY OF CAPITOLA DOES ORDAIN AS FOLLOWS:

SECTION 1: Adoption of Procedures.

The City Council adopts the procedures set forth in this Ordinance in satisfaction of the requirements of California Government Code Section 37380(b), such that the City may enter into a lease with the County, for a term not to exceed 99 years, for the lease of that certain piece of real property located at 2005 Wharf Road, to be used by and operated by the County and/ or a sublessee of the County as a public library, for the benefit of the Capitola and greater community ("Lease").

SECTION 2: Periodic Review.

Pursuant to the requirements of Section 37380(b), and as further explained in this Ordinance, the Lease shall be subject to period review by the City and shall take into consideration the then-current market conditions. The periodic reviews shall occur every ten (10) years after adoption of this Ordinance, unless otherwise specified in the Lease.

SECTION 3: Severability.

The City Council hereby declares every section, paragraph, sentence, clause and phrase of this Ordinance to be severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 4: Repeal of Inconsistent Provisions.

Any inconsistent provisions of the Capitola Municipal Code are repealed, to the extent of the inconsistencies.

SECTION 5: Effective Date.

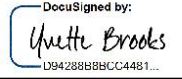
This Ordinance of the City of Capitola shall take effect and be in force 30 days after the date of its passage.

SECTION 6: Publication.


Within fifteen (15) days of its passage, this Ordinance shall be published at least once in a newspaper of general circulation published and circulated in the City of Capitola, along with the names of the members of the City Council voting for and against its passage.

This Ordinance was introduced at a regular meeting of the Capitola City Council on the 22nd day of July 2021, and was adopted at a regular meeting of the Capitola City Council on the 28th day of October 2021, by the following vote:

AYES: Council Members Bertrand, Keiser, Petersen, Storey and Mayor Brooks
NOES: None
ABSENT: None
ABSTAIN: None

APPROVED: 
D94288BB8CC4481...

Yvette Brooks, Mayor

ATTEST: 
B335746FAACD94BA...

Chloe Woodmansee, City Clerk

2005 WHARF ROAD #8020

**CAPITOLA LIBRARY – 2005 WHARF ROAD
APN 034-541-34**

LESSOR: CITY OF CAPITOLA

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

2005 WHARF ROAD # 8020

LEASE AGREEMENT TABLE OF CONTENTS

ARTICLE NO.	PAGE NO.
SUBLEASE AGREEMENT.....	1
ARTICLE 1 PREMISES.....	3
1.1 PREMISES.....	3
ARTICLE 2 TERM.....	3
2.1 TERM.....	3
2.2 COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 37380.....	3
2.3 HOLD OVER.....	3
2.4 EXTENSION	3
2.5 TERMINATION.....	3
2.6 CONSISTENCY WITH FIRST IMPLEMENTATION AGREEMENT	4
ARTICLE 3 CONSIDERATION	4
3.1 BASE ANNUAL RENT.....	4
3.1.1 DELIVERY OF RENT PAYMENTS.....	4
3.1.2 FAILURE TO PAY BASE RENT OR ADDITIONAL RENT; LATE CHARGE.....	4
3.2 LIBRARY OPERATIONS.....	4
ARTICLE 4 POSSESSION AND USE.....	4
4.1 PERMITTED USES.....	4
4.2 HOURS OF OPERATION.....	5
4.3 DUTIES AND PROHIBITED CONDUCT	5
4.4 COMPLIANCE WITH STORMWATER LAWS.....	5
ARTICLE 5 SUBORDINATION CLAUSE	5
5.1 SUBORDINATION	5
ARTICLE 6 UTILITIES.....	6
6.1 UTILITY SERVICES.....	6
6.2 ENERGY CONSERVATION BY LESSEE.....	6
6.3 ENERGY CONSERVATION BY CITY.....	6
ARTICLE 7 MECHANICS' LIENS.....	6
7.1 MECHANICS' LIENS.....	6
ARTICLE 8 SECURITY.....	7
8.1 SECURITY.....	7
ARTICLE 9 TAXES, ASSESSMENTS AND FEES.....	7
9.1 RESPONSIBILITY FOR PAYMENT OF TAXES AND ASSESSMENTS	7
9.2 DEFINITION OF TAXES.....	7
9.3 CREATION OF POSSESSORY INTEREST	7
ARTICLE 10 REPAIRS; MAINTENANCE.....	7
10.1 ACCEPTANCE OF PREMISES	7
10.2 LESSEE'S REPAIR AND MAINTENANCE OBLIGATIONS.....	8
10.3 LESSEE'S FAILURE TO MAINTAIN.....	8
10.4 RIGHT TO ENTER	8
10.5 CITY NOT OBLIGATED TO REPAIR OR MAINTAIN; LESSEE'S WAIVER OF CALIFORNIA CIVIL CODE SECTION 1942	8
ARTICLE 11 INDEMNITY AND INSURANCE.....	8

11.1	LESSEE'S INDEMNITY	8
11.2	CITY'S INDEMNITY	9
11.3	LESSEE'S INSURANCE OBLIGATIONS	9
11.4	LESSOR'S INSURANCE OBLIGATIONS	9
ARTICLE 12 HAZARDOUS MATERIALS.....		9
12.1	HAZARDOUS MATERIALS LAWS-DEFINITION	9
12.2	HAZARDOUS MATERIALS - DEFINITION	9
12.3	LESSEE'S REPRESENTATIONS AND WARRANTIES	10
12.4	INDEMNIFICATION BY LESSEE	11
12.5	REMEDIES CUMULATIVE; SURVIVAL	11
12.6	INSPECTION	12
ARTICLE 13 ASSIGNMENT AND SUBLETTING.....		12
ARTICLE 14 CITY'S RIGHT OF ACCESS.....		12
ARTICLE 15 QUIET ENJOYMENT.....		13
ARTICLE 16 NOTICES.....		13
16.1	NOTICES	13
16.2	DEFAULT NOTICES	13
ARTICLE 17 GENERAL PROVISIONS.....		14
17.1	AUTHORITY	14
17.2	BROKERS	14
17.3	CAPTIONS	14
17.4	CITY APPROVAL	14
17.5	CUMULATIVE REMEDIES	14
17.6	ENTIRE AGREEMENT	14
17.7	ESTOPPEL CERTIFICATE	14
17.8	EXHIBITS	14
17.9	FORCE MAJEURE	15
17.10	GOVERNING LAW	15
17.11	INTERPRETATION	15
17.12	JOINT AND SEVERAL LIABILITY	15
17.13	LEASE ADMINISTRATION	15
17.14	LESSEE'S LEASE ADMINISTRATION	15
17.15	LIQUIDATED DAMAGES	15
17.16	MODIFICATION	16
17.17	PARTIAL INVALIDITY	16
17.18	PAYMENTS	16
17.19	SUCCESSORS & ASSIGNS	16
17.20	TIME OF ESSENCE	16
17.21	WAIVER	16
SIGNATURE PAGE		17
EXHIBIT A - MAP OF THE PREMISES		A1
EXHIBIT B - INSURANCE REQUIREMENTS		B1

LEASE AGREEMENT

This Lease is entered into this ____ day of _____, 20__, between the **City of Capitola** ("City" or "Lessor") and the **County of Santa Cruz** ("County" or "Lessee"). The City and County are sometimes referred to herein individually as "Party" or collectively as "Parties."

This Lease is entered into upon the following facts, understandings and intentions of the City and County.

ARTICLE 1 PREMISES

1.1 Premises. City owns that certain real property commonly known as 2005 Wharf Road Capitola, CA 95010 on assessor's parcel number 034-541-34, more particularly described in Exhibit "A" attached hereto and made a part hereof and referred to herein as "Premises". The Premises are currently improved with an 11,700 square foot building, a parking lot and landscaped areas. Assessor's parcel number 034-541-34 also contains a children's playground, known as the "Library Tot Lot", which is specifically excluded from the Premises and is not included in this Lease.

ARTICLE 2 TERM

2.1 Term. The term of this Lease shall commence upon execution by all Parties hereto, and shall continue for 99 years ("Term").

2.2 Compliance with California Government Code Section 37380. On October 28, 2021, the City passed Ordinance No. ----, which established procedures pursuant to Cal. Government Code Section 37380 to authorize the City to enter into a lease of up to 99 years for the property that is the subject of this Lease.

2.3 Hold Over. If Lessee remains in possession of the Premises beyond the term of this Lease or any extension or renewal hereof without executing a new written Lease with City, such holding over shall not constitute a renewal or extension of this Lease, but Lessee shall be a tenant on a month to month basis terminable with ninety (90) days' notice by either party.

2.4 Extension. While Government Code Section 37380 does not permit an extension of this Lease beyond its 99 year Term, the parties agree to meet and confer regarding a subsequent lease of the Premises prior to or upon expiration of this Lease.

2.5 Termination. This lease may be terminated at any time, for any reason, by mutual written agreement of the Parties hereto. The Parties agree to negotiate in good faith regarding the terms and conditions surrounding a request for termination and agreement to terminate will not be unreasonably withheld. The Parties further agree that if City detaches from the County Library Fund, a special revenue fund that includes property taxes assessed in the City, during the Term of this Lease, this Lease and any subleases will automatically terminate and City and Lessee mutually agree that all obligations of Lessee set forth in the First Implementation Agreement to Redevelopment Pass-Through Agreement and Library Agreement shall be deemed fulfilled in their entirety, including but not limited to, Lessee's obligations to

provide staffing levels and service hours for the Library that are not less than the comparable staffing levels and service hours provided at the Aptos County Branch Library; Lessee's responsibility for maintenance, repairs, and operation of the Library and the Premises; and Lessee's obligation to provide for customary indemnifications for the benefit of the City for 99 years from the date of execution of this Lease.

2.6 Consistency with First Implementation Agreement. The Parties agree that this Lease, including the provisions of this Article 2, is consistent with the Parties' obligations as defined in the First Implementation Agreement to Redevelopment Pass-Through Agreement and Library Agreement, executed on August 17, 2004.

ARTICLE 3 CONSIDERATION

3.1 Base Annual Rent. Lessee shall pay as rent for the use and occupancy of the Premises an annual fee of \$1.00, due on the anniversary date of the execution of Lease. Rent shall remain the same for the entire Term of this Lease unless adjusted by written amendment executed by all parties hereto.

3.1.1 Delivery of Rent Payments. All rent due under this Lease shall be made payable to the City of Capitola and shall be considered paid when delivered to:

CITY OF CAPITOLA
420 Capitola Avenue
Capitola, CA 95010

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

3.1.2 Failure to Pay Base Rent or Additional Rent: Late Charge. If Lessee fails to pay rent due hereunder at the time it is due and payable, or within thirty (30) days thereafter, such unpaid amounts shall bear interest at the rate of ten percent (10%) per year from the date due to the date of payment, computed on the basis of monthly compounding with actual days elapsed compared to a 365-day year. However, City may in its sole discretion waive any delinquency payment or late charge upon written application of Lessee.

3.2 Library Operations. In addition to the payments of Base Annual Rent, Lessee shall assume responsibility for maintenance, repairs, and operation of the Library and the premises, as more fully described in this Lease.

ARTICLE 4 POSSESSION AND USE

4.1 Permitted Uses. Lessee shall use the Premises solely for public library services. No one other than Lessee, its agents, volunteers and employees, or any Lessee approved by City as provided in Article 13, "Assignment and Subletting," 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 Lessees, if any, on the Premises.

4.2 Hours of Operation. Lessee will provide staffing levels and service hours for the Library that are not less than the comparable staff levels and service hours provided at the Aptos County Branch Library, as said staffing levels at the Aptos County Branch Library may change from time to time.

4.3 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 City 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 City, are inconsistent with the permitted uses of the Premises pursuant to this Lease. The sale of books, educational services, fundraising and other goods/services incidental to library purposes are deemed consistent with the permitted use of the Premises. 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.

4.4 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, and/ or implement any BMPs or similar pollution control devices required by federal, state and/or local law and any implementing regulations. Any costs associated with such implementation 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 City. To the extent there is a conflict between any federal, state, or local law, Lessee shall comply with the more restrictive provision. If City 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 City for the entire fine amount.

ARTICLE 5 SUBORDINATION CLAUSE

5.1 Subordination. The Parties acknowledge that City may enter into one or more lease/leaseback financing arrangements consisting generally of a site lease, lease agreement, assignment agreement and related agreements (collectively, the "Financing Leases") with a financing authority or another public agency in order to assist the City in connection with financing and refinancing certain capital improvements of the City.

Under the Financing Leases, the City may lease and lease back certain real property and improvements that may include the Premises subject to one or more library leases.

In order to facilitate the execution and delivery of any Financing Leases, Lessee and City desire that this Lease and Lessee's right, title and interest in the Premises be subordinate to the rights, titles, and interests of the parties to the Financing Leases.

Therefore, it is agreed that this Lease and all of Lessee's right, title, and interest in and to the Premises thereunder shall be, and the same are expressly made subject to, subordinate and inferior to any Financing Leases, and to all extensions, renewals, modifications, consolidations and replacements of the Financing Leases.

ARTICLE 6 UTILITIES

6.1 Utility Services. Lessee shall make all arrangements for and pay for all utilities and municipal services supplied to the Premises or used by Lessee, including but not limited to water, gas, electricity, garbage collection, sewage charges, and telephone, and for all connection charges. City shall have no responsibility either to provide or pay for such services. Notwithstanding the above, the City may assume responsibility for garbage collection services at the Premises, as currently provided in the City's franchise agreement with its waste hauling franchisee. The City may continue to provide garbage collection services in the future at the City's sole discretion.

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

6.3 Energy Conservation by City. City is required to comply with all laws and regulations requiring the installation of energy-efficient systems, fixtures, and equipment at City 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

7.1 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 within ten (10) days after it is filed. Lessee shall indemnify, defend and hold City harmless from any and all liability, loss, damage, costs, attorneys' fees and all other expenses on account of claims of lien of laborers or others for work performed or materials or supplies furnished for Lessee or persons acting on behalf of Lessee.

ARTICLE 8
SECURITY

8.1 Security. Lessee shall be responsible for and shall provide for the security of the Premises, and City shall have no responsibility therefor.

ARTICLE 9
TAXES, ASSESSMENTS AND FEES

9.1 Responsibility for Payment of Taxes and Assessments. City 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 Creation of Possessory Interest. Pursuant to the provisions of Revenue and Taxation Code Section 107.6, Lessee is hereby advised that the terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in Lessee, Lessee may be subjected to the payment of real property taxes levied on such interest. Lessee shall be solely responsible for the payment of any such real property taxes. Lessee shall pay all such taxes when due, and shall not allow any such taxes, assessments or fees to become a lien against the Premises or any improvement thereon; provided, however, that nothing herein shall be deemed to prevent or prohibit Lessee from contesting the validity of any such tax, assessment or fee in a manner authorized by law.

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 City 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. Lessee agrees not to make changes to the built environment without obtaining the City's prior written approval. The Parties agree and acknowledge that Lessee has procured and is currently undergoing a full facility assessment of the Premises to determine the appropriate amount of funding needed to maintain the Premises.

10.2 Lessee's Repair and Maintenance Obligations. Lessee shall at all times during the Term, repair and maintain the Premises in good and tenantable condition and coordinate all Maintenance and Repairs. Upon surrender of the Premises, Lessee shall deliver the Premises to City in good order, condition and state of repair, but shall not be responsible for damages resulting from ordinary wear and tear. Lessee shall maintain all trash receptacles and trash areas in a clean, orderly and first-class condition. Any proposed remodel of the Library by Lessee, that involves reconstruction of structural building elements, relocation of interior walls, or removal of building finishes, must be approved in advance by the City. Approval by City shall not be unreasonably withheld.

10.3 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 City, City may, upon giving Lessee sixty (60) days' written notice of its election to do so, make such repairs or perform such maintenance itself or using vendors selected by City. In the event of an emergency, danger to life or safety, or threat to the integrity of the Premises, City may perform necessary repairs and maintenance without prior notice. Lessee shall reimburse the City for the cost of all such repairs within thirty (30) days of receipt of an invoice from the City. If City staff performs the repairs, Lessee shall reimburse the City for staff time at the City's standard rate.

10.4 Right to Enter. Lessee shall permit City, 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) City 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 City, and (c) City may deem necessary in connection with the expansion, reduction, remodeling, protection or renovation of any City-constructed or owned facilities on or off of the Premises. Nothing herein shall imply any duty on the part of City to do any such work which, under any provision of this Lease, Lessee may be required to do, nor shall City's performance of any repairs on behalf of Lessee constitute a waiver of Lessee's default in failing to do the same. If City exercises any of its rights under this Section, Lessee shall not be entitled to any compensation, damages or abatement of rent from City for any injury or inconvenience occasioned thereby.

10.5 City Not Obligated to Repair or Maintain; Lessee's Waiver of California Civil Code Section 1942. To the extent that any remedies specified in this Lease conflict or are inconsistent with any provisions of California Civil Code section 1942, or any successor statute thereto ("CC §1942"), the provisions of this Lease shall control. Lessee specifically waives any right it may have pursuant to CC §1942 to effect maintenance or repairs to the Premises and to abate the costs thereof from rent due to the City under this Lease.

ARTICLE 11 INDEMNITY AND INSURANCE

11.1 Lessee's Indemnity. City shall not be liable for, and Lessee shall defend and indemnify City, including its employees and agents, 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 City. Lessee shall have no obligation, however, to defend or indemnify City from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City.

11.2 City's Indemnity. City 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 City Parties.

11.3 Lessee's Insurance Obligations. Without limiting Lessee's indemnification obligations to City 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.

Lessee maintains a policy of All-Risk Insurance covering the City's personal property in the Premises, including any fixtures or equipment in the Premises leased by Lessee. Lessee 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.

11.4 Lessor's Insurance Obligations. Lessor shall provide and maintain, during the Term and for such other period as may be required herein, at its sole expense, general liability insurance to cover the Premises in the minimum amount of \$2,000,000.

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 City 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 City:

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, assignees, 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 during the Term 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 City, 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 City'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 City.

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 City, as follows:

Prior to conducting asbestos related activities, Lessee shall notify City 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 City 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 City 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 City 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 City in an amount not less than the claim from which the lien arises, or (2) other security satisfactory to City 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 City 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 City), reimburse and hold City 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 City) 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 City, 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. City and City's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by City, may (but without the obligation or duty so to do), at any time and from time to time, on not less than five (5) 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 City and Lessee may agree. If Lessee is not in compliance, City shall have the right, in addition to City's other remedies available at law and in equity, to enter upon the Premises immediately and take such action as City in its sole judgment deems appropriate to remediate any actual or threatened contamination caused by Lessee's failure to comply. City will use reasonable efforts to minimize interference with Lessee's use of Premises but shall not be liable for any interference caused by City's entry and remediation efforts. Upon completion of any sampling or testing City will (at Lessee's expense if City's actions are a result of Lessee's default under this section) restore the affected area of the Premises from any damage caused by City's sampling and testing.

ARTICLE 13 ASSIGNMENT AND SUBLETTING

Lessee shall not voluntarily or involuntarily assign, Lease, mortgage, encumber, or otherwise transfer (collectively, a "Transfer") all or any portion of the Premises or its interest in this Lease without City's prior written consent. City may reasonably withhold its consent to any Transfer. Any attempted Transfer without City'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 CITY'S RIGHT OF ACCESS

City, 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 City to provide, (e) post notices of non-responsibility or similar notices, (f) make repairs that this Lease requires or permits City 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, or (g) for any other reason permitted by this Lease.

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 occasioned by such entry. If necessary, Lessee shall provide City 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). City will have the right to use any means that City may deem proper to open doors in the Premises and to the Premises in an emergency. No entry to the Premises by City 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, City covenants that Lessee shall have peaceful and quiet enjoyment of the Premises without hindrance on the part of City. City will defend Lessee in the peaceful and quiet enjoyment of the Premises against claims of all persons claiming through or under the City.

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 City:

City of Capitola
420 Capitola Avenue
Capitola, CA 95010
(831) 475-7300

To Lessee:

County of Santa Cruz- Real Property Section
701 Ocean Street, Room 410
Santa Cruz, California 95060
(831) 454-2160

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 City 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 City attempting to deliver at the Premises during normal business hours a copy of such notice to Lessee or its managing

employee and by City mailing a copy of such notice to Lessee in the manner specified in the preceding Section.

ARTICLE 17 GENERAL PROVISIONS

17.1 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.

17.2 Brokers. Lessee warrants that it has not been represented by any real estate broker or agent in connection with the negotiation and/or execution of this Lease. In the event any broker makes claim for monies owed, Lessee shall indemnify, defend and hold City harmless therefrom.

17.3 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.

17.4 City Approval. Except where stated herein to the contrary, the phrases "City's approval," and "City's written approval" or such similar phrases shall mean approval *of City Manager or City's Manager's representative*.

17.5 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.

17.6 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.

17.7 Estoppel Certificate. Lessee shall at any time during the term of this Lease, within five (5) business days of written notice from City, execute and deliver to City 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 City, 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 City'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 City, that there are no uncured defaults in the City's performance, and that not more than one month's rent has been paid in advance.

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

17.9 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 City'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.

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

17.11 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.

17.12 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.

17.13 Lease Administration. This Lease shall be administered on behalf of the City of Capitola, by its Public Works Director, City of Capitola, 420 Capitola Avenue, Capitola, California 95010, 831-475-7300, or by such person's duly-authorized designee (referred to collectively herein as "City's Lease Administrator"), and on behalf of Lessee by its Chief Real Property Agent, County of Santa Cruz, 701 Ocean Street, Room 410, Santa Cruz, California 95060, 831-454-2160, or by such other person as may be designated in writing by Lessee (referred to collectively herein as "Lessee's Lease Administrator").

17.14 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 City 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 City 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.

17.15 Liquidated Damages. Any payments by Lessee to City under this Lease described as liquidated damages represent the parties' reasonable estimate of City's actual damages under the described circumstances, such actual damages being uncertain and difficult to ascertain in light of the impossibility of foreseeing the state of the leasing market at the time of the various deadlines set forth herein. City may, at its election, take any of the liquidated damages assessed in any portion of this Lease as direct monetary payments from Lessee and/or as an increase of rent due from Lessee under this Lease.

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

17.17 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.

17.18 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.

17.19 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.

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

17.21 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 City 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. City'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 City to a forfeiture of the Lease by reason of such breach, regardless of City's knowledge of such preceding breach at the time of City's acceptance. The failure on the part of City 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 City 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 City'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 City's exercise of its rights with respect to any default, dereliction or breach of this Lease by Lessee.

SIGNATURE PAGE TO FOLLOW

CITY OF CAPITOLA	COUNTY OF SANTA CRUZ
Jamie Goldstein City Manager _____ Date	Matt Machado, Director Department of Public Works _____ Date
APPROVED AS TO FORM: _____ Date City Attorney	APPROVED AS TO FORM: _____ Date Office of County Counsel
	APPROVED AS TO INSURANCE: _____ Date Risk Management
	RECOMMENDED FOR APPROVAL: _____ Date Real Property
	RECOMMENDED FOR APPROVAL: _____ Date

EXHIBIT "A"
Premises

A-1

EXHIBIT "B"
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Without limiting Lessee's indemnification obligations to City 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: Lessee shall maintain property insurance coverage for all real property being leased at full replacement value, including improvements and betterments. Lessee shall also provide property insurance for all City-owned personal property contained within or on the leased Premises. The policy must be written on an "all risks" basis, including coverage for earthquake. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Lessee shall name City as an additional insured and loss payee.

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 City of Capitola.
- 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 City's Risk Manager.

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 City of Capitola, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the City, 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 City, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the City, individually and collectively. Any insurance or self-insurance maintained by the City, 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 City 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 City'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 City 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 City within thirty (30) days prior to the expiration of the term of any policy required herein.

7. Failure to Obtain or Maintain Insurance; City'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 City 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 City 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

City 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 City'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 City's Risk

2005 WHARF ROAD #410

**CAPITOLA LIBRARY – 2005 WHARF ROAD
APN 034-541-34**

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

SUBLESSEE: SANTA CRUZ PUBLIC LIBRARIES

2005 WHARF ROAD #410

SUBSUBLEASE AGREEMENT TABLE OF CONTENTS

ARTICLE NO.	PAGE NO.
SUBSUBLEASE AGREEMENT.....	1
ARTICLE 1 PREMISES	3
1.1 PREMISES.....	3
ARTICLE 2 TERM	3
2.1 TERM.....	3
2.2 EXTENSION.....	3
2.3 TERMINATION.....	3
ARTICLE 3 RENT	3
3.1 BASE ANNUAL RENT.....	3
3.2 DELIVERY OF RENT PAYMENTS.....	3
3.3 FAILURE TO PAY BASE MONTHLY RENT OR ADDITIONAL RENT; LATE CHARGE	4
3.4 CAPITAL TRUST.....	4
ARTICLE 4 POSSESSION AND USE.....	4
4.1 COMPLIANCE WITH MASTER LEASE.....	4
4.2 PERMITTED USES.....	4
4.3 HOURS OF OPERATION	4
4.4 DUTIES AND PROHIBITED CONDUCT.....	4
4.5 COMPLIANCE WITH STORMWATER LAWS	5
ARTICLE 5 SUBORDINATION CLAUSE.....	5
5.1 SUBORDINATION.....	5
ARTICLE 6 UTILITIES	6
6.1 UTILITY SERVICES.....	6
6.2 ENERGY CONSERVATION BY SUBLESSEE.....	6
6.3 ENERGY CONSERVATION BY COUNTY.....	6
ARTICLE 7 MECHANICS' LIENS.....	6
7.1 MECHANICS LIENS.....	6
ARTICLE 8 SECURITY.....	6
8.1 SECURITY.....	6
ARTICLE 9 TAXES, ASSESSMENTS AND FEES	6
9.1 RESPONSIBILITY FOR PAYMENT OF TAXES AND ASSESSMENTS	6
9.2 DEFINITION OF TAXES	7
9.3 CREATION OF POSSESSORY INTEREST	7
ARTICLE 10 REPAIRS; MAINTENANCE	7
10.1 ACCEPTANCE OF PREMISES	7
10.2 SUBLESSEE'S REPAIR AND MAINTENANCE OBLIGATIONS.....	7
10.3 MINOR MAINTENANCE AND REPAIRS.....	7
10.4 MAJOR MAINTENANCE AND REPAIRS.....	8
10.5 EMERGENCY REPAIRS OF CRITICAL SYSTEMS.....	8
10.6 SUBLESSEE'S FAILURE TO MAINTAIN	8
10.7 RIGHT TO ENTER	9
10.8 COUNTY NOT OBLIGATED TO REPAIR OR MAINTAIN; SUBLESSEE'S WAIVER OF CALIFORNIA CIVIL CODE SECTION 1942.....	9

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. Lessees' Insurance

Lessee shall require any sub-Lessee, 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 City 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 City or Lessee in or on the Premises and the Property, to the extent that the proceeds received from any insurance carried by either City 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 City by the insurance company issuing said policy or policies.

ARTICLE 11	INDEMNITY AND INSURANCE.....	9
11.1	SUBLESSEE'S INDEMNITY.....	9
11.2	COUNTY'S INDEMNITY.....	9
11.3	SUBLESSEE'S INSURANCE OBLIGATIONS.....	9
ARTICLE 12	HAZARDOUS MATERIALS.....	10
12.1	HAZARDOUS MATERIALS LAWS-DEFINITION.....	10
12.2	HAZARDOUS MATERIALS - DEFINITION.....	10
12.3	SUBLESSEE'S REPRESENTATIONS AND WARRANTIES.....	10
12.4	INDEMNIFICATION BY SUBLESSEE.....	12
12.5	REMEDIES CUMULATIVE; SURVIVAL.....	12
12.6	INSPECTION.....	12
ARTICLE 13	ASSIGNMENT AND SUBLETTING.....	12
ARTICLE 14	COUNTY'S RIGHT OF ACCESS.....	13
ARTICLE 15	QUIET ENJOYMENT.....	13
ARTICLE 16	NOTICES.....	13
16.1	NOTICES.....	13
16.2	DEFAULT NOTICES.....	14
ARTICLE 17	WAIVER OF RELOCATION ASSISTANCE BENEFITS.....	14
17.1	RELOCATION ASSISTANCE BENEFITS.....	14
17.2	SUBLESSEE'S WAIVER AND RE-SUBLEASE OF RELOCATION BENEFITS.....	14
ARTICLE 18	GENERAL PROVISIONS.....	15
18.1	AUTHORITY.....	15
18.2	BROKERS.....	15
18.3	CAPTIONS.....	15
18.4	COUNTY APPROVAL.....	15
18.5	CUMULATIVE REMEDIES.....	15
18.6	ENTIRE AGREEMENT.....	15
18.7	ESTOPPEL CERTIFICATE.....	15
18.8	EXHIBITS.....	16
18.9	FORCE MAJEURE.....	16
18.10	GOVERNING LAW.....	16
18.11	INTERPRETATION.....	16
18.12	JOINT AND SEVERAL LIABILITY.....	16
18.13	SUBLEASE ADMINISTRATION.....	16
18.14	SUBLESSEE'S SUBLEASE ADMINISTRATION.....	16
18.15	LIQUIDATED DAMAGES.....	16
18.16	MODIFICATION.....	17
18.17	PARTIAL INVALIDITY.....	17
18.18	PAYMENTS.....	17
18.19	SUCCESSORS & ASSIGNS.....	17
18.20	TIME OF ESSENCE.....	17
18.21	WAIVER.....	17
SIGNATURE PAGE.....	18	
EXHIBIT A - MASTER LEASE.....	A1	
EXHIBIT B - MAP OF THE PREMISES.....	B1	
EXHIBIT C - INSURANCE REQUIREMENTS.....	C1	

SUBSUBLEASE AGREEMENT

This sublease is entered into this ____ day of _____, 20____, by and between the **County of Santa Cruz** as "County" and **Santa Cruz Public Libraries** as "Sublessee". The County and Sublessee are sometimes referred to herein individually as "Party" or collectively as "Parties." A copy of the master lease is attached hereto as Exhibit "A" and is incorporated herein.

WHEREAS, the Lessor, City of Capitola ("City"), in executing this Sublease herein approves of the Sublessee's occupancy of the Premises and the terms and conditions set forth herein.

This Sublease is entered into upon the following facts, understandings and intentions of the County and Sublessee.

ARTICLE 1 PREMISES

1.1 Premises. The premises consist of that certain real property commonly known as 2005 Wharf Road Capitola, CA 95010 on assessor's parcel number 034-541-34, more particularly described in Exhibit "B" attached hereto and made a part hereof and referred to herein as "Premises". The Premises are currently improved with an 11,700 square foot building, a parking lot and landscaped areas. Assessor's parcel number 034-541-34 also contains a children's playground, known as the "Library Tot Lot", which is specifically excluded from the Premises and is not included in this Sublease.

ARTICLE 2 TERM

2.1 Term. The term of this Sublease shall commence upon execution by all Parties hereto, and shall expire when that specific agreement entitled Fourth Amendment to the Joint Powers Agreement Between the City of Santa Cruz and the County of Santa Cruz and the Cities of Capitola and Scotts Valley relating to Library Services ("JPA Agreement") naturally terminates at 11:59 PM on December 31, 2025, or at the expiration of the term established by future amendment(s) of the JPA Agreement, whichever is later, referred to herein as "Term".

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

2.3 Termination. The County may terminate this Lease at any time, for any reason, by giving one hundred and eighty (180) days prior written notice to the other Party. This Sublease shall terminate by operation of law if the Master Lease included herein expires or is terminated.

ARTICLE 3 RENT

3.1 Base Annual Rent. Sublessee shall pay as rent for the use and occupancy of the Premises an annual fee of \$1.00. Rent shall remain the same for the entire term of this Sublease unless adjusted by mutual written agreement.

3.2 Delivery of Rent Payments. All rent due under this Sublease 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 Sublessee, designate a different address to which Sublessee shall deliver the rent payments. County may, but is not obligated to, send rent invoices to Sublessee.

3.3 Failure to Pay Base Rent or Additional Rent; Late Charge. If Sublessee fails to pay rent due hereunder at the time it is due and payable, such unpaid amounts shall bear interest at the rate of ten percent (10%) per year from the date due to the date of payment, computed on the basis of monthly compounding with actual days elapsed compared to a 365-day year. However, County may in its sole discretion waive any delinquency payment or late charge upon written application of Sublessee.

3.4 Capital Trust. County shall establish a trust account ("Capital Trust") to hold funds for the benefit of major maintenance and property management as determined by a facility assessment. Funds will be deposited in the Capital Trust from the County Library Fund once the facility assessment and major maintenance budget has been approved by the Board of Supervisors. The Capital Trust shall be managed solely by County. Any interest earned on the Capital Trust shall remain or be redeposited in the Capital Trust for these purposes. This account shall remain the sole property of County and the funds held therein shall be restricted to providing for the maintenance of the Premises.

ARTICLE 4
POSSESSION AND USE

4.1 Compliance with Master Lease. Sublessee agrees to comply with all terms of and conditions in the Master Lease.

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

4.3 Hours of Operation. Sublessee will provide staffing levels and service hours for the Library that are not less than the comparable staff levels and service hours provided at the Aptos County Branch Library, as said staffing levels at the Aptos County Branch Library may change from time to time.

4.4 Duties and Prohibited Conduct. Where Sublessee is reasonably in doubt as to the propriety of any particular use, Sublessee may request the written determination of County that such use is or is not permitted, and Sublessee will not be in breach or default under this Sublease if Sublessee abides by such determination. Notwithstanding the foregoing, however, Sublessee shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance. Sublessee shall, at Sublessee'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 Sublessee of the Premises. Sublessee 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 Sublease. The sale of books, educational services, fundraising and other goods/services incidental to library purposes are deemed consistent with the permitted use of the Premises. Sublessee 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.

4.5 Compliance with Stormwater Laws. Sublessee'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 Sublessee to develop, install, implement and maintain pollution prevention measures, source control measures and Best Management Practices ("BMPs"). Sublessee 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.

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

ARTICLE 5 SUBORDINATION CLAUSE

5.1 Subordination. The Parties acknowledge that pursuant to the terms of the Master Lease attached hereto as Exhibit "A", the City may enter into one or more lease/leaseback financing arrangements consisting generally of a site lease, lease agreement, assignment agreement and related agreements (collectively, the "Financing Leases") with a financing authority or another public agency in order to assist the City in connection with financing and refinancing certain capital improvements of the City.

Under any such Financing Leases, the City may lease and lease back certain real property and improvements that may include the Premises subject to one or more Library Leases.

In order to facilitate the execution and delivery of any Financing Leases, the County and City desire that this Sublease and Sublessee's right, title and interest in the Premises be subordinate to the rights, titles, and interests of the parties to the Financing Leases.

Therefore, it is agreed that this Sublease and all of Sublessee's right, title, and interest in and to the Premises thereunder shall be, and the same are expressly made subject to, subordinate and inferior to any Financing Leases, and to all extensions, renewals, modifications, consolidations and replacements of the Financing Leases.

ARTICLE 6
UTILITIES

6.1 Utility Services. Sublessee shall make all arrangements for and pay for all utilities and municipal services supplied to the Premises or used by Sublessee, including but not limited to water, gas, electricity, garbage collection, sewage charges, and telephone, and for all connection charges. County shall have no responsibility either to provide or pay for such services. Notwithstanding the above, the City may assume responsibility for garbage collection services at the Premises, as currently provided in the City's franchise agreement with its waste hauling franchisee. The City may continue to provide garbage collection services in the future at the City's sole discretion.

6.2 Energy Conservation by Sublessee. Sublessee shall endeavor to promote energy conservation measures in the operation of all activities at the Sublease Premises. Sublessee shall cooperate with the County in all forms of energy conservation including energy-efficient lighting, heating and air-conditioning systems, and fixtures and equipment. Sublessee shall comply with all Federal, State and City laws, by-laws, regulations, etc., relating to the conservation of energy. Sublessee shall comply with all reasonable requests and demands of the County pertaining to the installation and maintenance of energy conservation systems, fixtures, and equipment installed by the County.

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 Sublease, Sublessee 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

7.1 Mechanics Liens. Sublessee 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, Sublessee shall cause the lien to be discharged of record within ten (10) days after it is filed. Sublessee 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 Sublessee or persons claiming under Sublessee.

ARTICLE 8
SECURITY

8.1 Security. Sublessee shall be responsible for and shall provide for the security of the Premises, and County shall have no responsibility therefor.

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 Sublessee on the Premises or any interest of Sublessee therein before, during or after the Term, or any extension thereof; all such payments

shall be the sole responsibility of Sublessee. In addition, Sublessee 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 Sublessee 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 Sublessee's failure to pay taxes, (v) any increases in taxes attributable to the sale of Sublessee's Subleasehold 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 Creation of Possessory Interest. Pursuant to the provisions of Revenue and Taxation Code Section 107.6, Sublessee is hereby advised that the terms of this Sublease may result in the creation of a possessory interest. If such a possessory interest is vested in Sublessee, Sublessee may be subjected to the payment of real property taxes levied on such interest. Sublessee shall be solely responsible for the payment of any such real property taxes. Sublessee shall pay all such taxes when due, and shall not allow any such taxes, assessments or fees to become a lien against the Premises or any improvement thereon; provided, however, that nothing herein shall be deemed to prevent or prohibit Sublessee from contesting the validity of any such tax, assessment or fee in a manner authorized by law.

ARTICLE 10 REPAIRS; MAINTENANCE

10.1 Acceptance of Premises. Sublessee acknowledges that Sublessee has made a thorough inspection of the Premises prior to the commencement date of this Sublease, and that it accepts the Premises as of the commencement date in their condition at that time. Sublessee further acknowledges that County has made no oral or written representations or warranties to Sublessee regarding the condition of the Premises, and that Sublessee is relying solely on its inspection of the Premises with respect thereto. Sublessee agrees not to make changes to the built environment without obtaining the County's prior written approval.

10.2 Sublessee's Repair and Maintenance Obligations. Sublessee shall at all times during the Term, repair and maintain the Premises in good and tenantable condition, and coordinate Minor Maintenance and repairs as delineated in this Article. Upon surrender of the Premises, Sublessee 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. Sublessee 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. Any proposed remodel of the Library by Sublessee, that involves reconstruction of structural building elements, relocation of interior walls, or removal of building finishes, must be approved in advance by the City.

10.3 Minor Maintenance and Repairs. Sublessee 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

and maintenance and/or repairs of grounds, landscaping including bio detention system cleaning and inspections, roof, fencing, heating, ventilation, air conditioning (HVAC), mechanical, security or information technology upgrades, electrical systems, 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. Sublessee'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 Sublessee, its agents, employees, invitees, visitors or contractors. All replacements made by Sublessee 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. Sublessee shall utilize its own maintenance staff or outside contractors, however, Sublessee shall only use appropriately licensed staff or contractors for any item requiring a building permit. Any reoccurring expenses incurred for custodial, landscaping and bio detention, or 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 Sublessee, performing all major maintenance and repairs. Major maintenance and repairs are further 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, fencing, and fire alarm system. The Major Maintenance shall be accomplished in a timely manner in conformance with all applicable laws, according to specifications established by the County.

For all Major Maintenance that cannot be completed by the County and upon approval from County, Sublessee shall contract for services, in concurrence with County purchasing policies and procedures, which services shall be reimbursed from the Capital Trust. All proposed work shall be approved by the County, such approval shall be timely and not unreasonably withheld.

10.5 Emergency Repairs of Critical Systems. If a problem develops with a 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, Sublessee will immediately contact the County to report the problem. If the problem falls under Minor Maintenance or Repairs, Sublessee shall proceed under the guidelines of Article 10.3. If the problem falls under Major Maintenance, Sublessee and County shall proceed under the guidelines of Article 10.4.

If Sublessee is unable to quickly resolve the problem using Sublessee's maintenance staff or outside contractors, Sublessee shall contact County who shall arrange for repairs to be completed by the County or assist Sublessee with identifying an outside contractor that can complete the work.

10.6 Sublessee's Failure to Maintain. If Sublessee 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 Sublessee reasonable written notice of its election to do so, make such repairs or perform such maintenance on behalf of and for the account of Sublessee. If County makes or causes any such repairs to be made or performed, as provided for herein, Sublessee shall pay the cost thereof to County, as additional rent, promptly upon receipt of an invoice therefore. If Major Maintenance is required as a direct result of the failure or negligence of Sublessee to perform the required Minor Maintenance, then Sublessee shall be solely responsible for the repair and cost associated with the resulting Major Maintenance.

10.7 Right to Enter. Sublessee 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 Sublessee 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 Sublease, Sublessee may be required to do, nor shall County's performance of any repairs on behalf of Sublessee constitute a waiver of Sublessee's default in failing to do the same. If County exercises any of its rights under this Section, Sublessee shall not be entitled to any compensation, damages or abatement of rent from County for any injury or inconvenience occasioned thereby.

10.8 County Not Obligated to Repair or Maintain; Sublessee's Waiver of California Civil Code Section 1942. To the extent that any remedies specified in this Sublease conflict or are inconsistent with any provisions of California Civil Code section 1942, or any successor statute thereto ("CC §1942"), the provisions of this Sublease shall control. Sublessee specifically waives any right it may have pursuant to CC §1942 to effect maintenance or repairs to the Premises and to abate the costs thereof from rent due to the County under this Sublease.

ARTICLE 11 INDEMNITY AND INSURANCE

11.1 Sublessee's Indemnity. County shall not be liable for, and Sublessee shall defend and indemnify County, including its employees and agents, 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 Sublease and arising either directly or indirectly from any act, error, omission or negligence of Sublessee 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. Sublessee shall have no obligation, however, to defend or indemnify County from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County.

11.2 County's Indemnity. County shall defend and indemnify Sublessee and hold it harmless from and against any Claims arising out of this Sublease that arise solely from any act, omission or negligence of County, or County's employees, agents, elected officials, or volunteers.

11.3 Sublessee's Insurance Obligations. Without limiting Sublessee's indemnification obligations to County under this Sublease, Sublessee 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 "C," attached hereto.

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 Sublessee with respect to any third person under any Hazardous Materials Law.

12.3 Sublessee's Representations and Warranties. Sublessee represents and warrants that, during the Term or any extension thereof, or for such longer period as may be specified herein, Sublessee shall comply with the following provisions unless otherwise specifically approved in writing by County:

- a. Sublessee shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Premises by Sublessee, its agents, employees, assignees, contractors or invitees, except as required by Sublessee's permitted use of the Premises, as described in Section 5.1, "Permitted Uses."
- b. Any handling, transportation, storage, treatment or usage by Sublessee 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 Sublessee, or disposal of Hazardous Materials owned by Sublessee, which may occur on the Premises during the Term shall be promptly and thoroughly cleaned and removed from the

Premises by Sublessee 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 Sublessee 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 Sublessee on the Premises without County's prior written consent.

f. Sublessee 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 Sublessee 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, Sublessee shall notify County 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 Sublessee 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. Sublessee shall promptly supply County with copies of all notices, reports, correspondence, and submissions made by Sublessee 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. Sublessee 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, Sublessee 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 Sublease, Sublessee 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 Sublessee. Sublessee (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, agents and volunteers 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 Sublessee during the course of Sublessee'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 Sublessee may have to County, and any remedies and the environmental indemnities provided for herein shall survive the expiration or termination of this Sublease and/or any transfer of all or any portion of the Premises, or of any interest in this Sublease, 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 five (5) business days' notice to Sublessee (except in the event of an emergency in which case no notice shall be required), inspect the Premises to determine whether Sublessee is complying with Sublessee'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 Sublessee may agree. If Sublessee 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 Sublessee's failure to comply. County will use reasonable efforts to minimize interference with Sublessee'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 Sublessee's expense if County's actions are a result of Sublessee'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

Sublessee 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 Sublease 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 Sublease. 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 Sublessee.

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 Sublessees, (c) determine whether Sublessee is complying with its obligations in this Sublease (including its obligations with respect to compliance with Hazardous Materials Laws), (d) supply cleaning service and any other service that this Sublease requires County to provide, (e) post notices of non-responsibility or similar notices, or (f) make repairs that this Sublease 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 Sublessee as reasonably possible.

Sublessee waives any claim of injury or inconvenience to Sublessee's business, interference with Sublessee's business, loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by such entry. If necessary, Sublessee shall provide County with keys to unlock all of the doors in the Premises (excluding Sublessee's vaults, safes, and similar areas designated in writing by Sublessee 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 Sublessee from the Premises, or any part of the Premises, nor shall the entry entitle Sublessee to damages or an abatement of rent or other charges that this Sublease requires Sublessee to pay.

ARTICLE 15 QUIET ENJOYMENT

If Sublessee is not in breach under the covenants made in this Sublease, County covenants that Sublessee shall have peaceful and quiet enjoyment of the Premises without hindrance on the part of County. County will defend Sublessee 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 Sublease it shall be required or permitted that notice or demand be given or served by either party to this Sublease 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 Sublessee:
Director of Libraries
Santa Cruz Public Libraries
117 Union Street
Santa Cruz, CA 95060
(831) 427-7700

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 Sublessee in order to advise Sublessee of alleged violations of Sublessee's covenants under this Sublease must be in writing but shall be deemed to have been duly given or served upon Sublessee by County attempting to deliver at the Premises during normal business hours a copy of such notice to Sublessee or its managing employee and by County mailing a copy of such notice to Sublessee in the manner specified in the preceding Section.

ARTICLE 17 WAIVER OF RELOCATION ASSISTANCE BENEFITS

17.1 Relocation Assistance Benefits. Sublessee is hereby informed and acknowledges the following:

a. By entering into this Sublease and becoming a tenant of County, Sublessee may become entitled to receipt of "relocation assistance benefits" ("Relocation Benefits") pursuant to the Federal Uniform Relocation Assistance Act (42 U.S.C. Section 4601 *et seq.*) and/or the California Relocation Assistance Law (Cal. Gov. Code Section 7270 *et seq.*) (collectively, the "Relocation Statutes"), should County at some time make use of the Premises in such a way as to "displace" Sublessee from the Premises. Pursuant to the Relocation Statutes, County may then become obligated to make such payments to Sublessee even where such displacement of Sublessee does not otherwise constitute a breach or default by County of its obligations pursuant to this Sublease.

b. Under the Relocation Statutes in effect as of the Date of Commencement of this Sublease, Relocation Benefits may include payment to such a "displaced person" of (i) the actual and reasonable expense of moving himself or herself and a family, business, or farm operation, including personal property, (ii) the actual direct loss of reestablishing a business or farm operation, but not to exceed Ten Thousand Dollars (\$10,000), or (iii) payment in lieu of moving expenses of not less than One Thousand Dollars (\$1,000) or more than Twenty Thousand Dollars (\$20,000).

17.2 Sublessee's Waiver and Release of Relocation Benefits. In consideration of County's agreement to enter into this Sublease, Sublessee hereby waives any and all rights it may now have, or may hereafter obtain, to Relocation Benefits arising out of the County's assertion or exercise of its contractual rights to terminate this Sublease pursuant to its terms, whether or not such

rights are contested by Sublessee or any other entity, and releases County from any liability for payment of such Relocation Benefits; provided, however, that Sublessee does not waive its rights to Relocation Benefits to the extent that Sublessee's entitlement thereto may arise out of any condemnation or pre-condemnation actions taken by the County or any other public agency with respect to the Premises. Sublessee shall in the future execute any further documentation of the release and waiver provided hereby as County may reasonably require.

ARTICLE 18 GENERAL PROVISIONS

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

18.2 Brokers. Sublessee warrants that it has not been represented by any real estate broker or agent in connection with the negotiation and/or execution of this Sublease. In the event any broker makes claim for monies owed, Sublessee shall indemnify, defend and hold County harmless therefrom.

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

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 Sublease 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 Sublease, each Party's remedies shall be limited to those remedies set forth in this Sublease. Any such remedies are cumulative and not exclusive of any other remedies under this Sublease to which the non-defaulting Party may be entitled.

18.6 Entire Agreement. This Sublease, 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. Sublessee shall at any time during the term of this Sublease, within five (5) business days of written notice from County, execute and deliver to County a statement in writing certifying that this Sublease is unmodified and in full force and effect or, if modified, stating the nature of such modification. Sublessee'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 Sublessee, Sublessee's knowledge concerning any outstanding defaults with respect to County's obligations under this Sublease and the nature of any such defaults. Any such statement may be relied upon conclusively by any prospective purchaser or encumbrancer of the Premises. Sublessee's failure to deliver such statements within such time shall be conclusively deemed to mean that this Sublease 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 Sublessee, 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 Sublease or the County's occupancy of the Premises, or any other casualties beyond the reasonable control of either party except casualties resulting from Sublessee'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 Sublease shall be governed, construed and enforced in accordance with the laws of the State of California.

18.11 Interpretation. The language of this Sublease 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 Sublease as Sublessee, each of them is jointly and severally liable for all of the obligations of Sublessee hereunder.

18.13 Sublease Administration. This Sublease 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 Sublease Administrator"), and on behalf of Sublessee by: Director of Libraries, Santa Cruz Public Libraries, 117 Union Street, Santa Cruz, CA 95060, 831-427-7700 ext. 7611, or by such other person as may be designated in writing by Sublessee (referred to collectively herein as "Sublessee's Sublease Administrator").

18.14 Sublessee's Sublease Administration. Sublessee confirms that Sublessee's Sublease Administrator has been given full operational responsibility for compliance with the terms of this Sublease. Sublessee shall provide County with a written schedule of its normal hours of business operation on the Premises, and Sublessee's Sublease 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 Sublessee's normal business hours, to resolve problems or answer question pertaining to this Sublease and Sublessee's operations on the Premises.

18.15 Liquidated Damages. Any payments by Sublessee to County under this Sublease described as liquidated damages represent the parties' reasonable estimate of County's actual damages under the described circumstances, such actual damages being uncertain and difficult to ascertain in light of the impossibility of foreseeing the state of the leasing market at the time of the various deadlines set forth herein. County may, at its election, take any of the liquidated damages assessed in any portion of this Sublease as direct monetary payments from Sublessee and/or as an increase of rent due from Sublessee under this Sublease.

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

18.17 Partial Invalidity. If any provision of this Sublease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Sublease 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 Sublessee shall be in addition to, and not a substitute for, other payments to be made by Sublessee.

18.19 Successors & Assigns. This Sublease 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 Sublease.

18.21 Waiver. No provision of this Sublease 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 Sublease 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 Sublease. County's subsequent acceptance of partial rent or performance by Sublessee shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by Sublessee of any term, covenant or condition of this Sublease or of any right of County to a forfeiture of the Sublease 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 Sublease shall not be construed as in any manner changing or waiving the terms of this Sublease 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 Sublease shall be construed to waive, estop or in any way lessen County's right to insist upon Sublessee's full performance of, or compliance with, any term, covenant or condition of this Sublease or to inhibit or prevent County's exercise of its rights with respect to any default, dereliction or breach of this Sublease by Sublessee.

SIGNATURE PAGE TO FOLLOW

SANTA CRUZ PUBLIC LIBRARIES	COUNTY OF SANTA CRUZ
	Matt Machado, Director Department of Public Works
_____ Director of Libraries Date	_____ Date
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____ Library General Counsel Date	_____ Office of County Counsel Date
	APPROVED AS TO INSURANCE:
	_____ Risk Management Date
	RECOMMENDED FOR APPROVAL:
	_____ Real Property Date
	RECOMMENDED FOR APPROVAL:
	_____ City of Capitola Date

EXHIBIT “A”
Master Lease

EXHIBIT "B"
Premises

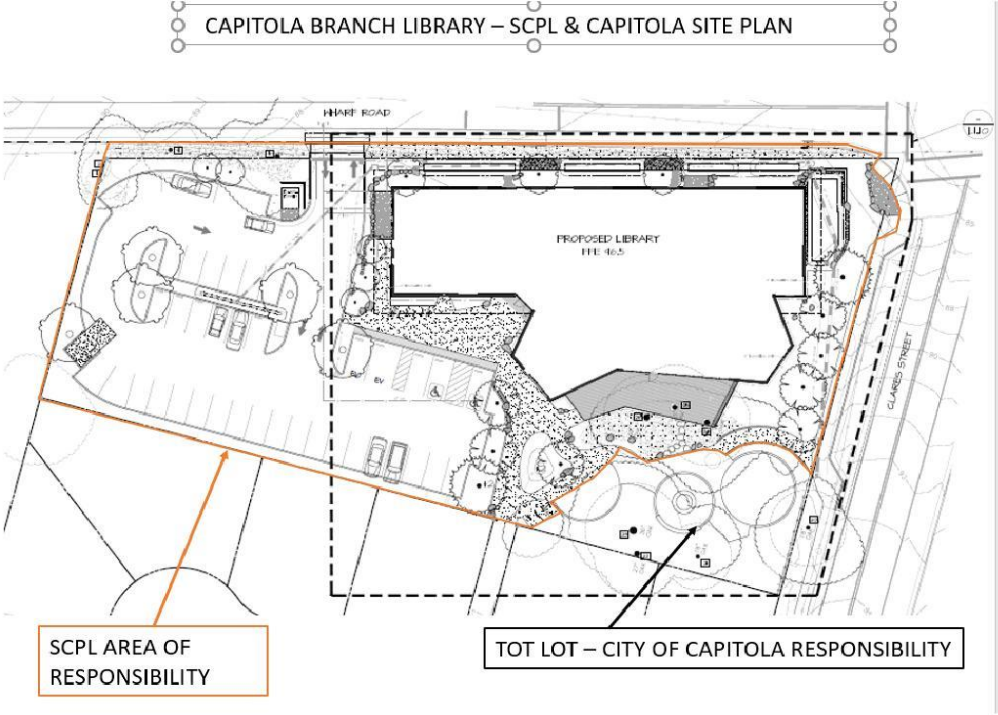


EXHIBIT C
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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

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 Sublessee's merchandise, fixtures owned by Sublessee, any items identified in this Sublease as improvements to the Premises constructed and owned by Sublessee, and the personal property of Sublessee, its agents and employees, including coverage for earthquake and flood.

2. Minimum Limits of Insurance

Sublessee 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.

EXHIBIT C
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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

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 Sublessee's merchandise, fixtures owned by Sublessee, any items identified in this Sublease as improvements to the Premises constructed and owned by Sublessee, and the personal property of Sublessee, its agents and employees, including coverage for earthquake and flood.

2. Minimum Limits of Insurance

Sublessee 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 and City of Capitola.

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 Sublessee.

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 Sublessee 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 and the City of Capitola.

B. Primary Insurance Endorsement

For any claims related to this Sublease, the Sublessee'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 and the City of Capitola. 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 and the City of Capitola shall be excess of the Sublessee'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 Sublease 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

Sublessee 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 Sublessee 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

Sublessee'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 Sublease, and County may, at its option, terminate the Sublease for any such default by Sublessee.

8. No Limitations of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Sublessee, 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 Sublessee pursuant to the Sublease, 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 Sublessee 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

Sublessee may, with the prior written consent of County's Risk Manager, fulfill some or all of the insurance requirements contained in this Sublease under a plan of self-insurance. Sublessee shall only be permitted to utilize such self-insurance if in the opinion of County's Risk Manager, Sublessee's (i) net worth, and (ii) reserves for payment of claims of liability against Sublessee, are sufficient to adequately compensate for the lack of other insurance

coverage required by this Sublease. Sublessee's utilization of self-insurance shall not in any way limit liabilities assumed by Sublessee under this Sublease.

11. Sublessees' Insurance

Sublessee shall require 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

Sublessee 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, Sublessee's improvements, and alterations of either County or Sublessee in or on the Premises and the Property, to the extent that the proceeds received from any insurance carried by either County or Sublessee, 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 Sublessee shall be a standard waiver of rights of subrogation against County by the insurance company issuing said policy or policies.

Chair	Carlos Palacios
Vice Chair	Jamie Goldstein
Board Member	Rosemary Menard
Board Member	Casey Estorga



STAFF REPORT

DATE: December 2, 2021

TO: Library Joint Powers Authority Board

FROM: Eric Howard, Interim Library Director

RE: Salary Savings for IT Consultant

RECOMMENDATION

Approve and amend the FY 21/22 Library Budget in the amount of \$150,000.

DISCUSSION

The Library is returning to the Board to request additional salary savings to be redirected for use for IT consulting. The Library is experiencing staffing issues in the Library Information Technology (LIT) Department. The LIT Department currently has several unfilled positions, one of them being the IT Manager. In order to stay in line with project timelines for the new buildings as well as keep up with daily operations (project management and networking management), the Library would like to move salary savings from personnel to the operating budget for IT consultation.

The Library first came to the Board in October to reroute some salary savings to increase funding for the collections budget. That request was for \$250,000 and was adopted at the LJPB October 2021 meeting.

After moving \$250K from salary savings to the collection budget, the library will have a projected salary savings of \$645K by the end of November.

The Library is requesting \$150,000 from salary savings to be used for IT consultation in the FY 21/22 operating budget.

Background

The LJPB adopted the FY 22 Budget with a built-in savings from personnel vacancies of \$770K. The Library has exceeded those projections just in the first 5 months of the fiscal year.

The Library estimates continued salary savings by keeping a few key positions vacant. In addition, salary savings will continue based on recruitment timelines from HR. Conservatively, the Library would project an additional \$450K in salary savings from December through March based on the current expenditures.

Expenditure Balances						
Title	Year-To-Date Ado Budget	Year-To-Date Adjustments	Year-To-Date Adj Budget	Year-To-Date Actual	End of November Salaries Expectations 41.7% Spent	Expected Savings through November (with \$250K Salary Savings Moved to Collections)
Activity 3601 – Administration						
Regular full time	\$ 6,532,212	\$ (250,000)	\$ 6,282,212	\$ 2,191,740	\$ 2,619,682	\$ 427,943
Regular part time	\$ 1,133,654	\$ -	\$ 1,133,654	\$ 377,735	\$ 472,734	\$ 94,999
Temporary	\$ 825,000	\$ 50,000	\$ 875,000	\$ 241,826	\$ 364,875	\$ 123,049
			\$ 8,290,866	\$ 2,811,300	\$ 3,457,291	\$ 645,991

*NOTE: \$250K was moved from salary savings to collections after adoption in October.

Attachment: FY 20/21 Budget Adjustment

Report Prepared by: Kira Henifin, Principal Management Analyst

Reviewed and Forwarded by: Eric Howard, Interim Library Director

☒ Council Approval
☐ Administrative Approval

**City of Santa Cruz
BUDGET ADJUSTMENT REQUEST**

[Clear Form](#)

Fiscal Year: FY22
Date: 12/02/2021

CM/FN Use Only:
Reso #:
JE Post#:

Purpose: Budget salary savings to Professional Services (IT Consultation)

ACCOUNT	PROJECT	REVENUE EDEN ACCOUNT TITLE	AMOUNT
TOTAL REVENUE			0

ACCOUNT	PROJECT	EXPENDITURE EDEN ACCOUNT TITLE	AMOUNT
951-36-51-3601-51110		Regular Full Time	-100,000
951-36-51-3601-51111		Part Time	-50,000
951-36-51-3601-52199			150,000
TOTAL EXPENDITURE			0

NET: \$ 0

REQUESTED BY	DEPARTMENT HEAD APPROVAL	BUDGET/ACCOUNTING* APPROVAL	FINANCE DIRECTOR APPROVAL	CITY MANAGER APPROVAL
 Digitally signed by Kira Henifin Date: 2021.11.22 10:40:21 -08'00'	 Digitally signed by Eric Howard Date: 2021.10.21 12:40:37 -07'00'	 Digitally signed by Edward Torres Date: 2021.10.21 11:40:37 -07'00'	SIGN	SIGN