



Joint Powers Authority Board
AGENDA
April 29, 2021 at 12:00 PM
BY VIRTUAL TELECONFERENCE ONLY

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, this meeting will be held by teleconference only. Instructions for accessing the teleconference will be posted online at <https://scclld.org/jpa/>

In accordance with the Ralph M. Brown Open Meeting Act; this agenda was posted on Thursday, April 22, 2021, on the Library's website at www.scclld.org. Items on the consent calendar may be voted on in one motion at the beginning of the meeting. If you wish to discuss any of these items, please request this item be removed from the consent calendar.

1. CALL TO ORDER/ROLL CALL

2. PRESENTATIONS

3. ORAL COMMUNICATION

The Joint Powers Authority Board may take other actions relating to the issues as may be determined following consideration of the matter and discussion of the recommended actions.

This portion of the meeting is reserved for persons desiring to address the Joint Powers Authority Board on any matter not on the agenda. **Please limit your comments to three minutes.** All statements that require a response will be answered in writing or status of response will be reported on the agenda for the next regular meeting of the Joint Powers Authority Board.

NOTE: If you wish to speak on an item of business listed on the agenda, please raise your hand. The Chair will call upon you at the time the Board considers the item.

4. CONSENT CALENDAR

- a. Approve Minutes from January 28, 2021, JPA Board Meeting
- b. Approve a cash donation of \$1,000 for the Campbell Library
- c. Approve a cash donation of \$1,000 for the Los Altos Library
- d. Approve a cash donation of \$1,000 for the Los Altos Library
- e. Approve a cash donation of \$10,000 for the Los Altos Library
- f. Approve a cash donation of \$1,000 for the Santa Clara County Library District
- g. Accept the Santa Clara County Library District Semi-Annual Gift Report: July 1 - December 31, 2020
- h. Approve and authorize the Chair to sign a Lease Agreement with the City of Cupertino for the Cupertino Community Library

5. NEW BUSINESS

- a. Approve annual support for Santa Clara County Library District Foundation through June 30, 2023
- b. Consider the Fiscal Year 2021-22 Preliminary Budget

6. REPORTS / COMMENTS

7. ADJOURN

To the next Joint Powers Authority Board meeting on June 3, 2021 at the Santa Clara County Library District Services and Support Center, 1370 Dell Avenue, Campbell, CA 95008.

In compliance with the Americans with Disabilities Act, those requiring accommodation for this meeting should notify the County Librarian's Office 24 hours prior to the meeting at (408) 293-2326 x3093, TDD (408) 364-1528.

SANTA CLARA COUNTY LIBRARY DISTRICT
JOINT POWERS AUTHORITY BOARD 2021

Mike Wasserman, Supervisor (Chair)
President, Santa Clara County Board of
Supervisors Dist. 1
70 W. Hedding Street
San Jose, CA 95110
(408) 299-5010
mike.wasserman@bos.sccgov.org

Lisa H. Schmidt, Council Member
Town of Los Altos Hills
26379 Fremont Road
Los Altos Hills, CA 94022
(650) 948-3265
lschmidt@losaltoshills.ca.gov

Lynette Lee Eng, Council Member (Vice Chair)
City of Los Altos
1 North San Antonio Road
Los Altos, CA 94022
(650) 947-2720
lleeeng@losaltosca.gov

Evelyn Chua, Council Member
City of Milpitas
455 E. Calaveras Boulevard
Milpitas, CA 95035
(408) 728-2436
echua@ci.milpitas.ca.gov

Joe Simitian, Supervisor
Santa Clara County Board of Supervisors Dist. 5
70 W. Hedding Street
San Jose, CA 95110
(408) 299-5050
joe.simitian@bos.sccgov.org

Shawn Leuthold, Mayor
City of Monte Sereno
18041 Saratoga-Los Gatos Road
Monte Sereno, CA 95030
(408) 924-0132
sleuthold@cityofmontesereno.org

Susan M. Landry, Council Member
City of Campbell
70 N. First Street
Campbell, CA 95008
(408) 866-2125
susanl@campbellca.gov

Rich Constantine, Mayor
City of Morgan Hill
17555 Peak Avenue
Morgan Hill, CA 95037
(408) 313-3305
rich.constantine@morganhill.ca.gov

Darcy Paul, Mayor
City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014
(408) 617-0802
dpaul@cupertino.org

Rishi Kumar, Council Member
City of Saratoga
13777 Fruitvale Avenue
Saratoga, CA 95070
(408) 805-5993
rkumar@saratoga.ca.us

Dion Bracco, Council Member
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020
(408) 422-1734
dion.bracco@ci.gilroy.ca.us

Otto Lee, Supervisor (Alternate)
Santa Clara County Board of Supervisors Dist. 3
70 W. Hedding Street
San Jose, CA 95110
(408) 299-5030
otto.lee@bos.sccgov.org

Susan Ellenberg, Supervisor (Alternate)
Santa Clara County Board of Supervisors
70 W. Hedding Street
San Jose, CA 95110
(408) 299-5001
susan.ellenberg@bos.sccgov.org

Paul Resnikoff, Council Member (Alternate)
City of Campbell
70 N. First Street
Campbell, CA 95008
(408) 866-2100
paulr@campbellca.gov

Hung Wei, Council Member (Alternate)
City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014
(408) 688-6398
hwei@cupertino.org

Fred Tovar, Council Member (Alternate)
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020
(408) 710-0548
fred.tovar@cityofgilroy.org

Anita Enander, Vice Mayor (Alternate)
City of Los Altos
1 North San Antonio Road
Los Altos, CA 94022
(650) 947-2700
aenander@losaltosca.gov

Vacant (Alternate)
City of Milpitas
455 E. Calaveras Boulevard
Milpitas, CA 95035

Javed Ellahie, Mayor Pro Tempore (Alternate)
City of Monte Sereno
18041 Saratoga-Los Gatos Road
Monte Sereno, CA 95030
(408) 579-1280
jellahie@cityofmontesereno.org

Gino Borgioli, Council Member (Alternate)
City of Morgan Hill
17555 Peak Avenue
Morgan Hill, CA 95037
(408) 981-2977
gino.borgioli@morganhill.ca.gov

Tina Walia, Vice Mayor (Alternate)
City of Saratoga
13777 Fruitvale Avenue
Saratoga, CA 95070
(408) 549-5141
twalia@saratoga.ca.us



Services & Support Center, 1370 Dell Avenue, Campbell, CA 95008-6604 | www.sccl.org | 408-293-2326

JOINT POWERS AUTHORITY BOARD MINUTES

Thursday, January 28, 2021 at 12:00 PM

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, this meeting held by teleconference only.

Board Member	Title	Representing	Status
Mike Wasserman	Chair	Board of Supervisors	Present
Lynette Lee Eng	Vice Chair	Los Altos	Present
Joe Simitian	Board Member	Board of Supervisors	Present
Susan M. Landry	Board Member	Campbell	Present
Darcy Paul	Board Member	Cupertino	Present
Dion Bracco	Board Member	Gilroy	Present
Lisa H. Schmidt	Board Member	Los Altos Hills	Present
Evelyn Chua	Board Member	Milpitas	Absent
Shawn Leuthold	Board Member	Monte Sereno	Present
Rich Constantine	Board Member	Morgan Hill	Present
Rishi Kumar	Board Member	Saratoga	Present

1. CALL TO ORDER/ROLL CALL

Chair Wasserman called the meeting to order at 12:00 p.m. A quorum was present. There were no deletions, deferrals or corrections to the agenda.

Chair Wasserman welcomed new JPA representatives, Susan M. Landry, City of Campbell, Lisa H. Schmidt, Town of Los Altos Hills and Evelyn Chua, City of Milpitas.

2. ORAL COMMUNICATION

None.

3. CONSENT CALENDAR

3.a Approve Minutes from October 22, 2020, JPA Board meeting

3.b Approve Calendar Year 2021 Meeting Schedule

3.c Accept a cash donation of \$1,290 to the Santa Clara County Library District

3.d Accept a cash donation of \$1,000 to the Los Altos Library

3.e Accept a cash donation of \$5,000 to the Los Altos Library

3.f Accept a cash donation of \$37,000 to the Los Altos Library

3.g Approve 2020-2021 Legislative Policy Agenda

3.h Ratify Santa Clara County Library District Foundation Board Member Appointments for Calendar Year 2021

3.i Approve a \$510,000 contribution to the Campbell Library Building project

- 3.j Approve the elimination of vacant janitorial positions at Cupertino Library
- 3.k Receive Three-Year Technology Replacement and Improvement Plan Fiscal Years 2019/20 - 2021/22 Annual Update

MOTION moved by Paul and seconded Bracco to approve the Consent Calendar items 3a – 3k.

The motion passed unanimously by the following vote:

Ayes: Wasserman, Lee Eng, Simitian, Landry, Paul, Bracco, Schmidt, Constantine, Leuthold, and Kumar.

Abstain: None

Noes: None

NEW BUSINESS

- 4.a Ratify Finance Committee Appointments

Preceding the ratification of Finance Committee appointments, Chair Wasserman called for two volunteers to participate on the Finance Committee, one as Member at Large and one as Alternate. Board Members Paul and Landry volunteered to be on the Finance Committee, as Member at Large and Alternate, respectively. There were no other volunteers from the floor.

MOTION was moved by Lee Eng and seconded by Wasserman to appoint Board Member Paul as Member at Large and Board Member Landry as Alternate and ratify the Finance Committee appointments as presented. The motion passed unanimously by the following vote:

Ayes: Wasserman, Lee Eng, Simitian, Landry, Paul, Bracco, Schmidt, Constantine, Leuthold, and Kumar.

Abstain: None

Noes: None

- 4.b Approve the Ten-Year Capital Maintenance Plan. Staff report. Chuck Griffen, Financial and Administrative Services Manager. The updated Capital Maintenance Plan included all anticipated major capital maintenance items not already included in the annual maintenance budget, details of which are included in the packet.

The JPA Finance Committee reviewed this item at its meeting on January 13, 2021, and unanimously recommended approval by the full JPA Board.

No public comment.

MOTION was moved by Bracco and seconded by Wasserman to approve the Ten-Year Capital Maintenance Plan. The motion passed unanimously by the following vote:

Ayes: Wasserman, Lee Eng, Simitian, Landry, Paul, Bracco, Schmidt, Constantine, Leuthold, and Kumar.

Abstain: None

Noes: None

- 4.c Accept the Five-Year Financial Forecast for Fiscal Years 2020-2021 to 2024-2025 for the Library District. Staff report. Chuck Griffen, Financial and Administrative Services Manager. The annual five-

year forecast provided a review of the major budget categories of the past five years and an estimate of these categories in next five years. The granular details of the fluctuations and estimates for the next five years were included in the packet.

Two highlights of the report are:

- 1) Even though property tax estimates continued to be robust in the short-term, the report reflected a reduction in 2021-22, due to the potential significant reduction in ERAF reimbursements from the state, the impact of which is still unknown.
- 2) Although the forecast suggested deficits in years 3-5, it was noted that information was based on the continuation of current operations. Budgets would be adjusted accordingly before they reached that point to ensure ongoing revenue would cover all ongoing expenses.

The JPA Finance Committee reviewed this item at its meeting on January 13, 2021, and unanimously recommended approval by the full JPA Board.

The Board reviewed and discussed the report.

MOTION was moved by Landry and seconded by Constantine to accept and approve the Five-Year Financial Forecast for Fiscal Years 2020-2021 to 2024-2025 for the Library District.

The motion passed unanimously by the following vote:

Ayes: Wasserman, Lee Eng, Simitian, Landry, Paul, Bracco, Schmidt, Constantine, Leuthold, and Kumar.

Abstain: None

Noes: None

5. REPORTS / COMMENTS

5.a County Librarian Jennifer Weeks

- 🚩 Cynthia Rios Garcia, Secretary to the JPA Board, for many years will retire after 31 years of County service. This is Ms. Rios Garcia's last JPA meeting.
- 🚩 Steve Fitzgerald, Library Services Manager, will be Interim Deputy County Librarian.
- 🚩 Public Library Services continue during COVID restrictions including
 - Curbside and walk-up services at the 7 community libraries
 - Virtual programming
 - Computer services at the Saratoga, Los Altos, Milpitas and Gilroy Libraries
 - Warming centers at Gilroy and Saratoga Libraries during the recent storm
 - Wi-Fi access available at all library parking lots
 - Staff available from 10a.m. – 6p.m., by phone, email, and chat to help patrons or check account status
- 🚩 In the 4th quarter of 2020, there were 1.7 million materials checked out, 258 virtual programs held with over 12,000 people attending live, plus viewed by over 23,000 people
- 🚩 Staff continue to review operations and staff capacity to provide efficient services, even as 20% of staff serve as Disaster Service Workers in a variety of positions in response to the COVID-19 emergency
- 🚩 Silicon Valley Reads (SVR) virtual kickoff event will be held on January 28, 2021 at 6:30 p.m., hosted by Commonwealth Club. Panel includes Santa Clara County Public Health Officer, Dr. Sara Cody.

- ✚ SCCLD 18th Annual Library Forum for Friends, Foundations, Endowment and Commissioners Webinar is scheduled for Saturday, February 6, 2021 at 9:00 a.m. The keynote speaker is Carol Novello, author of Mutual Rescue.

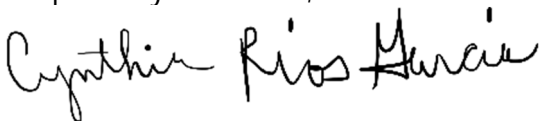
5.b JPA Board Members

- ✚ Board Member Landry announced that the City of Campbell approved the conceptual designs for renovating the Campbell Library and looks forward to the new renovated library.
- ✚ Board Member Paul announced that the City of Cupertino would host a ground breaking virtual ceremony on March 6, 2021, for the Cupertino Library expansion.

6. ADJOURN

With no further business, Chair Wasserman adjourned the meeting at 12:19 p.m., to the next Joint Powers Authority Board meeting on April 29, 2021 at the Santa Clara County Library District Services and Support Center, 1370 Dell Avenue, Campbell, CA 95008.

Respectfully submitted,



Cynthia Rios Garcia, Secretary
Santa Clara County Library District Joint Powers Authority



**JOINT POWERS AUTHORITY
BOARD TRANSMITTAL**

DATE: April 29, 2021

TO: Joint Powers Authority Board

FROM: Jennifer Weeks, County Librarian

SUBJECT: **Approve a cash donation of \$1,000 for the Campbell Library**

RECOMMENDED ACTIONS

It is recommended that the Board approve a cash donation of \$1,000 made to the Campbell Library from Cathleen Cozzolino for library materials.

BACKGROUND/REASONS FOR RECOMMENDATION

Cathleen Cozzolino has presented the Library with a cash donation, which is to be appropriated for library materials.

FISCAL IMPLICATIONS

There are no fiscal implications to the approved Library budget. The budget for purchases will increase commensurately with the amount of the cash donation.

STEPS FOLLOWING APPROVAL

The Library budget will be augmented to reflect this donation. The County Librarian will acknowledge this gift.



**JOINT POWERS AUTHORITY
BOARD TRANSMITTAL**

DATE: April 29, 2021

TO: Joint Powers Authority Board

FROM: Jennifer Weeks, County Librarian

SUBJECT: **Approve a cash donation of \$1,000 for the Los Altos Library**

RECOMMENDED ACTIONS

It is recommended that the Board approve a cash donation of \$1,000 made to the Los Altos Library for library materials, in honor of Virginia F. Hess.

BACKGROUND/REASONS FOR RECOMMENDATION

Joe Hess has presented the Library with a cash donation, which is to be appropriated for library materials.

FISCAL IMPLICATIONS

There are no fiscal implications to the approved Library Budget. The budget for purchases will increase commensurately with the amount of the cash donation.

STEPS FOLLOWING APPROVAL

The Library budget will be augmented to reflect this donation. The County Librarian will acknowledge this gift.



**JOINT POWERS AUTHORITY
BOARD TRANSMITTAL**

DATE: April 29, 2021

TO: Joint Powers Authority Board

FROM: Jennifer Weeks, County Librarian

SUBJECT: **Approve a cash donation of \$1,000 for the Los Altos Library**

RECOMMENDED ACTIONS

It is recommended that the Board approve a cash donation of \$1,000 made to the Los Altos Library for library materials, in memory of Jonathan Drew Hess.

BACKGROUND/REASONS FOR RECOMMENDATION

Maryett and Bob Thompson have presented the Library with a cash donation, which is to be appropriated for library materials.

FISCAL IMPLICATIONS

There are no fiscal implications to the approved Library Budget. The budget for purchases will increase commensurately with the amount of the cash donation.

STEPS FOLLOWING APPROVAL

The Library budget will be augmented to reflect this donation. The County Librarian will acknowledge this gift.



**JOINT POWERS AUTHORITY
BOARD TRANSMITTAL**

DATE: April 29, 2021

TO: Joint Powers Authority Board

FROM: Jennifer Weeks, County Librarian

SUBJECT: **Approve a cash donation of \$10,000 for the Los Altos Library**

RECOMMENDED ACTIONS

It is recommended that the Board approve a cash donation of \$10,000 made to the Los Altos Library from the Friends of the Library of Los Altos to be used for Homework Help.

BACKGROUND/REASONS FOR RECOMMENDATION

The Friends of the Library of Los Altos have presented the library with a cash donation, which is to be appropriated for Homework Help.

FISCAL IMPLICATIONS

There are no fiscal implications to the approved Library Budget. The budget for purchases will increase commensurately with the amount of the cash donation.

STEPS FOLLOWING APPROVAL

The Library Budget will be augmented to reflect this donation. The County Librarian will acknowledge this gift.



**JOINT POWERS AUTHORITY
BOARD TRANSMITTAL**

DATE: April 29, 2021

TO: Joint Powers Authority Board

FROM: Jennifer Weeks, County Librarian

SUBJECT: **Approve a cash donation of \$1,000 for the Santa Clara County Library District**

RECOMMENDED ACTIONS

It is recommended that the Board approve a cash donation of \$1,000 made to the Santa Clara County Library District from Robert and Nancy Schramm to support the Santa Clara County Library District.

BACKGROUND/REASONS FOR RECOMMENDATION

Robert and Nancy Schramm have presented the Library with a cash donation, which is to be appropriated for library materials.

FISCAL IMPLICATIONS

There are no fiscal implications to the approved Library Budget. The budget for purchases will increase commensurately with the amount of the cash donation.

STEPS FOLLOWING APPROVAL

The Library budget will be augmented to reflect this donation. The County Librarian will acknowledge this gift.



**JOINT POWERS AUTHORITY
BOARD TRANSMITTAL**

DATE: April 29, 2021

TO: Joint Powers Authority Board

FROM: Jennifer Weeks, County Librarian

SUBJECT: **Accept the Santa Clara County Library District Semi-Annual Gift Report: July 1 - December 31, 2020**

RECOMMENDED ACTIONS

It is recommended that the Board accept the gifts listed on the enclosed report totaling \$19,372.77.

BACKGROUND/REASONS FOR RECOMMENDATION

The \$19,372.77 represents gifts that have been received by the eight District libraries, Bookmobile, and the Reading Program during the period July 1, 2020 through December 31, 2020.

SANTA CLARA COUNTY LIBRARY DISTRICT GIFT REPORT

LIBRARY	DATE	DESCRIPTION OF GIFT	DONOR NAME	VALUE
Bookmobile		No Gifts to report		
Campbell	July 1 - December 31, 2020	Programs and supplies	Friends of the Campbell Library	\$ 782.09
			Subtotal	\$ 782.09
Cupertino	July 1 - December 31, 2020	Library Programs - Adult/Family	Friends of the Cupertino Library	\$ 205.35
		Library Programs - Summer Reading	Friends of the Cupertino Library	\$ 1,052.38
		Library Programs - Seasonal	Friends of the Cupertino Library	\$ 121.75
		Library Programs - Wellness Series	Cupertino Library Foundation	\$ 500.00
		SCCLD Headspace Seats Expansion	Cupertino Library Foundation	\$ 5,000.00
			Subtotal	\$ 6,879.48
Gilroy		No Gifts to Report		
Los Altos & Woodland	July 1 - December 31, 2020	Library program	Los Altos Library Endowment	\$ 1,000.00
			Subtotal	\$ 1,000.00
Milpitas	July 1 - December 31, 2020	Support for programs for adults, teens, children	Friends of Milpitas Library	\$ 719.08
			Subtotal	\$ 719.08
Morgan Hill	July 1 - December 31, 2020	Books & Furnishings	Friends of the Morgan Hill Library	\$ 9,992.12
			Subtotal	\$ 9,992.12
Saratoga		No Gifts to Report		
Reading Program		No Gifts to Report		
			Total	\$ 19,372.77



**JOINT POWERS AUTHORITY
BOARD TRANSMITTAL**

DATE: April 29, 2021

TO: Joint Powers Authority Board

FROM: Jennifer Weeks, County Librarian

SUBJECT: **Approve and authorize the Chair to sign a Lease Agreement with the City of Cupertino for the Cupertino Community Library**

RECOMMENDED ACTIONS

It is requested that the Board approve and authorize the Chair to sign a new Lease Agreement with the City of Cupertino for operation of the Cupertino Community Library.

BACKGROUND/REASONS FOR RECOMMENDATION

On January 25, 1996, the JPA authorized the Chair to approve a Lease with the City of Cupertino which clarified the prior June 11, 1985 Lease. As the 1985 Lease did not include renewal provisions, the 1996 Lease included a 23-year option beginning January 1, 1996, with a second 25-year renewal option that began on January 1, 2019. After the current Cupertino Community Library was constructed and opened in 2004, the 1996 Lease was never amended. This new Lease identifies an upgraded diagram of the existing premises (including the new Community Room currently under construction) and clarifies the maintenance responsibilities of the Lessor and Lessee, while keeping intact the existing financial responsibilities and Lease term.

FISCAL IMPLICATIONS

There are no fiscal implications to the approved Library Budget. The Lease Agreement does not change the existing operational costs for the Cupertino Community Library.

LEASE AGREEMENT CUPERTINO LIBRARY

THIS LEASE AGREEMENT (this “Agreement”) is made and entered into between the CITY OF CUPERTINO, a Municipal Corporation (“Landlord”), and the LIBRARY JOINT POWERS AUTHORITY OF SANTA CLARA COUNTY, created by the Amended and Restated Joint Exercise of Powers Agreement dated August 9, 2001 (“Library JPA”) under California Government Code Sections 6500 et seq., a California Joint Powers Agency (“Tenant”), as of the Effective Date specified below. Landlord and Tenant are each a “Party” and collectively “the Parties.”

WHEREAS,

A. Landlord is a member of Tenant along with the County of Santa Clara and other cities in Santa Clara County. Tenant’s purpose is to provide public library services to residents and visitors to Santa Clara County.

B. Landlord owns the Civic Center Complex bounded by Torre Avenue, Pacifica Drive, and Rodrigues Avenue in the City of Cupertino, County of Santa Clara, State of California, as described in Exhibit A (“Property”). Landlord currently leases to Tenant the building known as 10800 Torre Avenue on the Property, more commonly known as Cupertino Library, which lease includes exclusive use of the interior space, façade, and roof of the building (“Building Interior and Exterior”), non-exclusive use of landscaping and hardscaping on the exterior of the building (“Exterior Improvements”), and non-exclusive use of outside parking facilities on the Property (“Parking Facilities”) (collectively, “Existing Premises”) for the operation of a public library (“Library”) for the Santa Clara County Library.

C. Landlord plans to add approximately 5,000 square feet of interior space to the Existing Premises (“New Space”). The New Space and the Existing Premises shall be referred to collectively in this Agreement as the “Premises” as shown on Exhibit B. Under this Agreement, Tenant shall lease the Premises from Landlord for the Cupertino Branch Library, effective on _____, 2021. Tenant’s payments to Landlord to occupy the Premises under this Agreement shall be equivalent to Landlord’s actual annual maintenance and capital costs for the Building Interior and Exterior for the prior year (currently yearly average expenses for maintenance costs is \$137,000 and for capital maintenance costs is \$40,000).

D. Tenant shall provide, install, and operate at its own cost and expense all furniture, fixtures, and equipment, including but not limited to computer equipment, telephones, copy machine equipment, and all other unattached personal property and improvements necessary for the operation of a public library in the Premises (“Tenant FF&E”). Tenant shall own the Tenant FF&E during the Term as defined in Section 2.B of this Agreement.

E. This Agreement shall supersede any existing agreement between Landlord

and Tenant concerning the Property and the Premises,

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth below, and subject to the terms and conditions hereinafter set forth, Landlord and Tenant agree as follows:

1. Description of the Premises.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Premises, to be used exclusively as a public library to be operated and maintained as part of the Santa Clara County Library.

2. Effective Date; Library Payment Commencement Date; Term of Agreement.

- A. The "Effective Date" of this Agreement is the date the City Council of the City of Cupertino as Landlord and the Governing Board of the Santa Clara County Library District Joint Powers Authority as Tenant sign this Agreement. The "Library Payment Commencement Date" is January 1, 2019, irrespective of the Effective Date.
- B. The "Term" of this Agreement shall commence on the Effective Date and continue until December 31, 2044, unless shortened by operation of Sections 2.C or 9.C. Landlord and Tenant shall meet and confer regarding the possible extension of this Agreement concurrently with its expiration but shall be under no obligation to do so in the absence of mutually acceptable terms.
- C. If Landlord withdraws from Tenant at any time during the Term under Section 3.6 of the Library JPA, this Agreement is automatically terminated on the effective date of the withdrawal as provided in Section 3.6 of the Library JPA, subject to Section 14 of this Agreement.

3. Library Payments.

- A. Tenant has agreed to make annual payments to Landlord equivalent to Landlord's maintenance and capital costs for the Building Interior and Exterior for the prior year ("Library Payments"). Landlord's annual maintenance costs include City employee compensation and materials for maintenance of the Building Interior and Exterior, excluding maintenance costs related to the aquarium which shall be paid by Landlord under Section 5.C, and excluding janitorial costs which shall be paid by Tenant monthly under Section 5.F. Landlord's capital costs include capital projects necessary for the continued operation of the Building Interior and Exterior as a fully functioning, safe, and code compliant public library ("Mandatory Capital Projects"). Library Payments are not rent. Tenant has an obligation to make the Library Payments, and Landlord has a right to receive the Library Payments, independent of all other rights and obligations of the Parties under this

- Agreement. In the event of the early termination of this Lease for any reason, the Library Payments shall cease on the date of termination.
- B. On August 1st of each year, Landlord's Finance Manager shall provide an invoice to Tenant stating the amount of the Library Payment due for Landlord's maintenance and capital costs for the Building Interior and Exterior incurred during the one-year period prior to July 1 of that year. Tenant shall direct payments to Landlord's Finance Manager at the address identified as the Landlord contact in Section 12 of this Agreement within 30 days after receiving the annual invoice from Landlord. Landlord's failure to issue an invoice for the Library Payment shall not affect Tenant's obligation to make the Library Payments. Landlord's Finance Manager shall provide monthly reports outlining the Landlord's maintenance and capital costs for the Building Interior and Exterior for the previous month, on or before the 15th of each month.
 - C. Landlord shall provide capital improvements for the Library at Landlord's sole and absolute discretion ("Landlord Improvements"). With the exception of the addition of "New Space" as set forth in Recital C of this Agreement and any capital projects other than Mandatory Capital Projects as defined in Section 3.A, Tenant shall reimburse Landlord for the cost of Landlord Improvements through the Library Payments as set forth in this Section 3.A. Landlord shall own the Landlord Improvements.
4. Use of Premises.
- A. Tenant shall use the Premises exclusively for the operation of a public library governed by the policies and rules adopted by the Santa Clara County Library District Joint Powers Authority.
 - B. Tenant shall not lease or sublease the whole or any part of the Premises, nor sell or assign this Agreement, either voluntarily or by operation of law, nor allow the Premises to be occupied by anyone contrary to the terms hereof, nor permit their use for any purpose other than as specified in Section 4.A, nor abandon or vacate the Premises, nor fail or refuse to actively cause the Premises to be used as specified in Section 4.A without the prior written consent of Landlord.
 - C. Landlord shall have the right to reserve available community meeting facilities at the Premises during both scheduled and non-scheduled library hours of operation. Landlord shall notify Tenant in writing at least one week before the intended use of the meeting facilities. Tenant's rights to use the facilities for library purposes shall take priority over Landlord's use of community meeting facilities. If Landlord uses community meeting facilities, it shall leave them in a clean condition, ready for use by the Library on the following business day.

D. Parking for Library staff, visitors, and patrons shall include only the unreserved parking generally made available to the public in the Parking Facilities shown in Exhibit B and generally available street parking. Landlord shall reserve all or part of the Parking Facilities for Library use when a City Special Event is scheduled during Library operating hours. No overnight parking for Library staff, visitors, and patrons shall be allowed in the Parking Facilities except as may be expressly allowed by Landlord in Landlord's sole and absolute discretion. Tenant shall abide by all rules and regulations which Landlord shall prescribe from time to time for the orderly operation and use of the Parking Facilities, including any sticker or other identification system established by Landlord. Tenant shall see that Tenant's staff, visitors, and patrons comply with such rules and regulations. Landlord specifically reserves the right to change the size, configuration, design, layout, and all other aspects of the Parking Facilities at any time and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Library Payments under this Agreement, from time to time, close-off or restrict access to the Parking Facilities to permit or facilitate any construction, alteration, or improvements of Landlord's property. Tenant may not transfer any parking rights (or permit the use of the Parking Facilities by any third party) without Landlord's prior written approval in Landlord's sole and absolute discretion.

5. Maintenance, Alterations, Additions, and Janitorial.

A. Landlord shall maintain the Building Interior and Exterior, which shall include standard maintenance, emergency maintenance response, mechanical/electrical systems or equipment maintenance, graffiti removal or other vandalism remediation, landscape or hardscape maintenance, or other maintenance needs as may arise. Tenant shall maintain, repair, and replace the Tenant FF&E in a clean and serviceable condition at Tenant's sole cost and expense. Tenant shall not maintain any part of the Premises without obtaining prior written consent of Landlord, which consent shall be within Landlord's sole and absolute discretion. Any maintenance of the Premises conducted by Tenant shall be at Tenant's sole cost and expense.

B. Landlord shall maintain, repair, and replace the aquarium and all Exterior Improvements and Parking Facilities to keep them in good and tenable condition at its sole cost.

C. Tenant shall give Landlord at least two complete sets of keys and the security access codes to the Premises for access by Landlord's maintenance personnel for emergency access to the Premises. If Tenant rekeys or changes security access codes, Tenant shall immediately provide new keys and codes to Landlord.

D. Tenant shall not make any structural alterations, changes, modifications, or

additions to, or construct capital improvements on, the Premises (“Tenant Improvements”) without obtaining prior written consent of Landlord, which consent shall be within Landlord’s sole and absolute discretion. Any Tenant Improvements installed by Tenant shall be at Tenant’s sole cost and expense. Landlord shall own all Tenant Improvements.

- E. Landlord may choose to expand the Premises during the Term of this Agreement. Landlord will provide notice and give the Tenant a reasonable opportunity to comment on the expansion design. If the expansion occurs, Tenant will not be entitled to any reduction or abatement of Library Payments.
- F. Landlord shall furnish all janitorial and maintenance services to the Premises. Tenant shall reimburse Landlord monthly for the actual costs of janitorial services.

6. Utilities.

Tenant shall pay for all water, gas, heat, light, power, security monitoring service, telephone, sewage, elevator maintenance and monitoring of the emergency phones system, and any and all other utilities and services which may be furnished to or used in or upon the Premises during the Term. Gas and water utilities for the Premises shall be separately metered, under Tenant’s name, and billed directly to Tenant. All other utilities shall be billed directly to Landlord from the utility service provider. Landlord shall then invoice Tenant monthly for its proportionate share of utilities other than gas and water. The terms of this Section 6 shall survive the expiration or termination of this Agreement.

7. Taxes.

Tenant shall pay all taxes and special assessments for improvements as may be levied against the Premises or any part thereof. The terms of this Section 7 shall survive the expiration or termination of this Agreement.

8. Indemnity and Liability Insurance.

A. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord, its City Council, boards and commissions, officers, officials, employees, agents, representatives, and volunteers (“Landlord Indemnitees”) from any and all claims, demands, actions, losses, or liabilities for bodily injury or death to persons or damage to property (“Claims”) arising out of or in connection with: (A) Tenant’s use and occupancy of the Premises; (B) the conduct of Tenant’s operations or any design, construction, activity, work, maintenance, repairs, or alterations, or things done or permitted by Tenant in or on the Premises; (C) any failure by Tenant to perform or observe any of the obligations or conditions required to be performed or observed by Tenant under this Agreement; and (D) any negligence or other misconduct of Tenant with

- respect to the Premises or the exercise of Tenant's rights or performance of Tenant's obligations under this Agreement; and (E) Tenant's negligent operation, occupation, use, or repairs of the Premises. Landlord hereby agrees to defend, indemnify, and hold harmless Tenant, its Governing Board, officers, officials, employees, agents, representatives, and volunteers ("Tenant Indemnitees") from Claims arising out of or in connection with (A) Landlord's negligent design, construction, use, maintenance, repairs, or alterations of the Building Interior and Exterior or Parking Facilities; (B) the conduct of Landlord's operations or any activity, work, or thing done or permitted by Landlord in or on the Premises; (C) any failure by Landlord to perform or observe any of the obligations or conditions required to be performed or observed by Landlord under this Agreement; and (D) any negligence or other misconduct of Landlord with respect to the Premises or the exercise of Landlord's rights or performance of Landlord's obligations under this Agreement; and (E) Landlord's negligent operation, occupation, use, or repairs of the Premises. The obligation of a Party to defend the Indemnitees of the other Party from Claims shall accrue immediately upon the filing of any litigation against the Indemnitees and shall not be contingent on a final determination in the litigation that the Indemnitees are liable for the Claims. This mutual indemnification agreement is adopted pursuant to Government Code section 895.4 and in lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code section 895.6. Under Government Code section 895.4, each Party shall be liable for and contribute to the payment of Claims in proportion to that Party's fault.
- B. During the Term, each Party shall maintain comprehensive general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Such insurance shall be written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises operations, products/completed operations, independent contractors, advertising, contractual, broad form of property damage, and personal injury. If at any time during the Term either Party shall elect to become self-insured or carry deductible liability insurance, it is agreed that the responsibility of each Party under this paragraph shall be comparable to the responsibility of a commercial insurance carrier providing public liability insurance. If Tenant elects to self-insure such risks (which election shall automatically be deemed to have been made by Tenant to the extent of any failure by Tenant to carry the insurance required by this Agreement), then, as between Landlord and Tenant, Landlord and Tenant shall maintain all rights and obligations between themselves as if Tenant maintained the insurance with a third-party insurer, including any waivers of any rights of recovery and/or subrogation against one another or their insurers for any losses which would have been covered had Tenant maintained such third-party insurance.
- C. Such insurance shall name by endorsement "City of Cupertino and its elected

officials, officers, employees, agents, and representatives” and “Santa Clara County Joint Powers Authority, its officers, employees, agents, and representatives,” respectively as additional insured parties. Tenant's insurance shall also be endorsed to state that this insurance shall be primary and not contributing with any other insurance, self-insurance, or re-insurance in effect for Landlord. All endorsements effecting Landlord's additional insured status shall be acceptable to Landlord and shall be at least as broad as additional insured endorsement form number CG 20 26 11 85 promulgated by the Insurance Services Office.

- D. Landlord and Tenant shall furnish, each to the other, Certificates of Liability Insurance (or certificates of self-insurance) endorsements demonstrating the coverages specified herein and stating that at least 10 days' notice of cancellation or material change shall be given to the certificate holder.
- E. The terms of this Section 8 shall survive the expiration or termination of this Agreement.

9. Responsibility for Property Damage and Property Insurance.

- A. Tenant shall be responsible for all loss or damage to the Tenant FF&E, Landlord Improvements, and Building Interior and Exterior, unless caused by Landlord's active negligence or willful misconduct. Landlord shall be responsible for loss or damage to the Exterior Improvements and Parking Facilities, unless caused by Tenant's active negligence or willful misconduct.
- B. Tenant agrees to provide insurance for the Premises, Tenant FF&E, and Tenant's other personal property for the benefit of Landlord and Tenant on the same terms and conditions, forms, and against loss from the same perils as provided for County-owned buildings and contents; provided, however, the Tenant agrees to provide any additional insurance as may be required by the financing or bonding entities utilized by Landlord to finance construction of the New Space. Neither insurance nor the absence thereof shall abrogate or limit the responsibility of Tenant for damage or loss to the Premises. Tenant's maximum liability for total destruction of the Premises under this paragraph shall be limited to the replacement cost of the Premises with like kind and quality.
- C. If the Premises is partially destroyed from any cause, Landlord shall repair the Premises, provided that the cost of such repairs is covered at least ninety percent (90%) by insurance. Such partial destruction shall not void this Agreement. Tenant shall be responsible for any cost of tenant repairs referenced in Section 5.A. that are not covered by insurance, excluding the cost to repair the Exterior Improvements and Parking Facilities unless the Exterior Improvements and Parking Facilities are destroyed due to Tenant's negligence. If the cost to repair the Building exceeds the available insurance

proceeds by more than ten percent (10%), Landlord may elect to terminate this Agreement and Tenant shall be released from making Library Payments not yet due. Landlord shall not be obligated to replace any of the Tenant FF&E or personal property which may be damaged or destroyed.

D. The terms of this Section 9 shall survive the expiration or termination of this Agreement.

10. Exemption from Liability.

Excepting only Landlord's indemnification obligation for property damage or personal injury caused by construction or design defects described in Section 8.A of this Agreement, Landlord shall not be liable for damages to the Tenant Improvements, Tenant FF&E, or Tenant's other personal property in the Premises arising from the failure of the supply of water, gas, electricity, or power, nor for the stoppage of any machinery and equipment, if any, in the Premises, for necessary repairs or otherwise, nor for the stoppage, leakage, or bursting of any gas, water, steam, sewer, or other pipe, tank, water closet, or other fixtures, or for any annoyance, inconvenience or damage caused by any electric or other wire, in the Premises. The terms of this Section 10 shall survive the expiration or termination of this Agreement.

11. Dispute Resolution.

Should disputes arise between the Parties, the matter shall be referred to the City Manager on behalf of Landlord and the County Librarian on behalf of Tenant to resolve the dispute. If the Parties are unable to resolve such matters between themselves by negotiation after the complaining Party has provided the other Party written notice of the complaint and a reasonable opportunity to cure the problem, then such disputes shall be resolved in the courts of the County of Santa Clara in accordance with applicable law and procedure, including any claims procedures that may be required by law with respect to a general law city.

12. Notices.

Any notice required or permitted to be given under this Agreement must be in writing and may be given by personal delivery, certified mail, or overnight express delivery service. Notices shall be deemed communicated immediately if personally delivered. Notices shall be deemed communicated within forty-eight (48) hours after the time of mailing if mailed by certified mail, and within twenty-four (24) hours if mailed by express delivery service, excluding Saturdays, Sundays, and holidays. Any such notice shall be deemed sufficiently given if addressed to Landlord or Tenant at the address specified below. Either Party may specify a different address for notice purposes or specify that a copy of any notice given to such Party be concurrently given to another person, by giving

appropriate notice to the other Party.

To Landlord:

City Manager
City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014

To Tenant:

County Librarian
Santa Clara County Library
1370 Dell Avenue
Campbell, CA 95008

13. Non-Waiver of Breach.

In the event of a breach of any term, covenant, or condition of this Agreement by Tenant, Landlord may with knowledge of such breach permit Tenant to continue in possession of the Premises, but any waiver by Landlord of any term, covenant, or condition herein contained, or of any breach thereof, shall neither vitiate the same, nor any other term, covenant, or condition contained herein, nor operate as a waiver of any other or future breach.

14. Surrender of Possession on Termination.

Upon the expiration or termination of this Agreement for any reason, Tenant shall surrender the Premises in broom clean, good condition and repair, reasonable wear and tear excepted. Any Tenant Improvements installed by Tenant pursuant to Section 5.F of this Agreement shall be the property of Landlord, unless Landlord requires the removal thereof at time of expiration or termination of this Agreement, or the Parties agree on installation that the Tenant Improvement shall remain the property of Tenant. The Tenant FF&E shall be the property of Tenant unless the Parties agree on installation that an item of Tenant FF&E shall be the property of Landlord. Upon expiration or termination of this Agreement, Tenant shall have thirty (30) days to remove, at its sole cost and expense, any Tenant Improvement or Tenant FF&E which are Tenant's property so long as Tenant repairs damage to the Premises caused by such removal. If a Tenant Improvement or item of Tenant FF&E cannot be removed without irreparable damage to the Premises, the Tenant Improvement or item of Tenant FF&E shall be the property of Landlord and shall remain on the Premises.

15. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the

successors and permitted assigns of the Parties.

16. Non-Discrimination Provisions.

Tenant covenants by and for itself, its successors, executors, administrators and assigns, and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons, on account or race, color, creed, religion, sex, sexual orientation, marital status, national origin, actual or perceived gender identity, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises.

17. Conflict Between JPA Rules and this Agreement.

If any provision of this Agreement conflicts with any policy or rule adopted by Tenant, the provisions of this Agreement shall control.

18. Miscellaneous.

- A. Tenant covenants and agrees to keep the Premises free of any lien or encumbrances except as may be approved in advance by Landlord.
- B. Time is of the essence in this Agreement.
- C. Exhibit A and Exhibit B attached hereto are incorporated by this reference.
- D. Amendments to this Agreement shall be effective only upon the mutual agreement in writing of the Parties.
- E. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected if such remainder would then continue to conform to the terms and requirements of applicable law.
- F. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

signatures on next page

IN WITNESS WHEREOF, the parties subscribe their names below.

LANDLORD: City of Cupertino

By: _____
City Manager
Deborah Feng

ATTEST:

The City Council of the City of Cupertino approved this Agreement on
_____, 2020

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

TENANT: Santa Clara County Library District Joint Powers Authority

By: _____
Chair, Santa Clara County Library District Joint Powers Authority

ATTEST:

APPROVED AS TO FORM:

By: _____

Jennifer Weeks
County Librarian

Deputy County Counsel

Santa Clara County Library District Joint Powers Authority

Exhibit List

Exhibit A – Description of Premises

Exhibit B – Diagram of Premises

EXHIBIT A

Description of Property

[legal description of Civic Center Complex]

EXHIBIT A

Legal Description of Property

Real property in the City of Cupertino, County of Santa Clara, State of California, described as follows:

PARCEL ONE:

LOT 7, AS SHOWN ON THAT CERTAIN MAP ENTITLED TRACT NO. 3743 CUPERTINO TOWN CENTER, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON OCTOBER 16, 1964, IN BOOK 186 OF MAPS PAGE(S) 36 AND 37.

PARCEL TWO:

PARCELS A, B, C & D, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED, "PARCEL MAP, BEING ALL OF LOT 4, TRACT NO. 3743, CITY OF CUPERTINO", WHICH PARCEL MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON MARCH 7, 1974 IN BOOK 337 OF MAPS, AT PAGE 11.

APN: 369-31-033

EXHIBIT B

Diagram of Premises

1245848.21

Exhibit B





**JOINT POWERS AUTHORITY
BOARD TRANSMITTAL**

DATE: April 29, 2021

TO: Joint Powers Authority Board

FROM: Jennifer Weeks, County Librarian

SUBJECT: **Approve annual support for Santa Clara County Library District Foundation through June 30, 2023**

RECOMMENDED ACTIONS

It is recommended that the Board approve resources for the Santa Clara County Library District Foundation ("Foundation") of up to \$10,000/year and 40 hours/year of staff time through June 30, 2023.

BACKGROUND/REASONS FOR RECOMMENDATION

The Foundation was formed in 2015 with approval from the JPA Board as a non-profit public benefit corporation organized for the exclusive support of the Santa Clara County Library District ("SCCLD"). The JPA Board has bi-annually approved limited SCCLD resources for the Foundation which are not to exceed \$10,000 and 40 total hours/year of staff time. This organization is made up entirely of volunteers and works to benefit the whole library system.

While the amount of SCCLD money and staff time is expected to be de minimis in any given year, ongoing support is needed. Typical areas of support include website security, review of Foundation grants to ensure alignment with District services and priorities, legal and fiscal accountability, and publicity. The County Librarian or designee will be the liaison to the Foundation Board and other Library District staff will provide support on an as-needed basis.



**JOINT POWERS AUTHORITY
BOARD TRANSMITTAL**

DATE: April 29, 2021

TO: Joint Powers Authority Board

FROM: Jennifer Weeks, County Librarian

SUBJECT: **Consider the Fiscal Year 2021-22 Preliminary Budget**

RECOMMENDED ACTIONS

The Committee recommends that the Board consider the Fiscal Year 2021-2022 Preliminary Budget.

BACKGROUND/REASONS FOR RECOMMENDATION

Annually, the JPA Finance Committee and JPA Board consider the preliminary budget for the upcoming fiscal year in April of each year, with final approval by the Finance Committee in May and Board in June of each year.

While the COVID-19 pandemic has temporarily limited the number of public service hours and accessible spaces throughout the Library District, over the past 13 months, the Library District deftly pivoted to provide improved online access to eBooks, electronic materials and virtual programming while reimagining public spaces to allow for expansion of Wi-Fi to Library parking lots, the creation of safe curbside and lobby service, and printing and computer access. Ultimately, the percentage of population vaccinated will increase, the Library's Disaster Service Workers will return, and the State and County will allow our public spaces to fully re-open. As the timeframe for these events remains uncertain, this budget provides staffing for pre-pandemic hours of operation to allow for the recruitment and filling of vacant positions when we are able to do so.

A key component of this Budget is the presumed continuation of ERAF reimbursements from the State. For the past year, it was unclear how the State's recalculation of this significant revenue source would affect the Library District. Although the State's high level guidance on this recalculation remains somewhat vague, the County has provided revised revenue estimates for the Fiscal Years 2020-21 and 2021-22 and is awaiting State confirmation. Fortunately, the Library District has significant reserves set aside in case these estimates were overly optimistic; and this preliminary budget proposes an increase to these reserves, with additional increases likely coming to the Finance Committee and Board in October 2021. Also, depending on the timing of any further revenue estimate revisions, the Committee and Board can consider additional adjustments as each body considers adoption of the budget at the May 19, 2021 and June 3, 2021 meetings, respectively.

As mentioned on page 11 of this budget document, the Library District will continue to reserve the following amounts for future use:

\$6,112,000 Capital Maintenance Reserve (for major capital maintenance needs expected over the next ten years;

\$18,897,901 Economic Uncertainty Reserve (a \$1.9 million increase);

\$7,800,000 1344 Dell Avenue Capital Program.

As a result, the Library District remains well-positioned to confront future revenue fluctuations with prudently planned fiscal resources.

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Santa Clara County Library District - Fiscal Year 2021-2022 REQUESTED BUDGET SUMMARY

Estimated Revenue:

Property Taxes	55,659,406
State Sources	53,523
Special Tax	5,999,484
City/ County Contribution	1,240,863
Fines & Fees	250,000
Other	<u>1,374,649</u>
TOTAL Current Revenue	<u><u>64,577,924</u></u>

Transfer from Cap. & IT Res.	2,937,000
2020-21 Budget Rollover	<u>5,397,610</u>

Requested Expenditures:

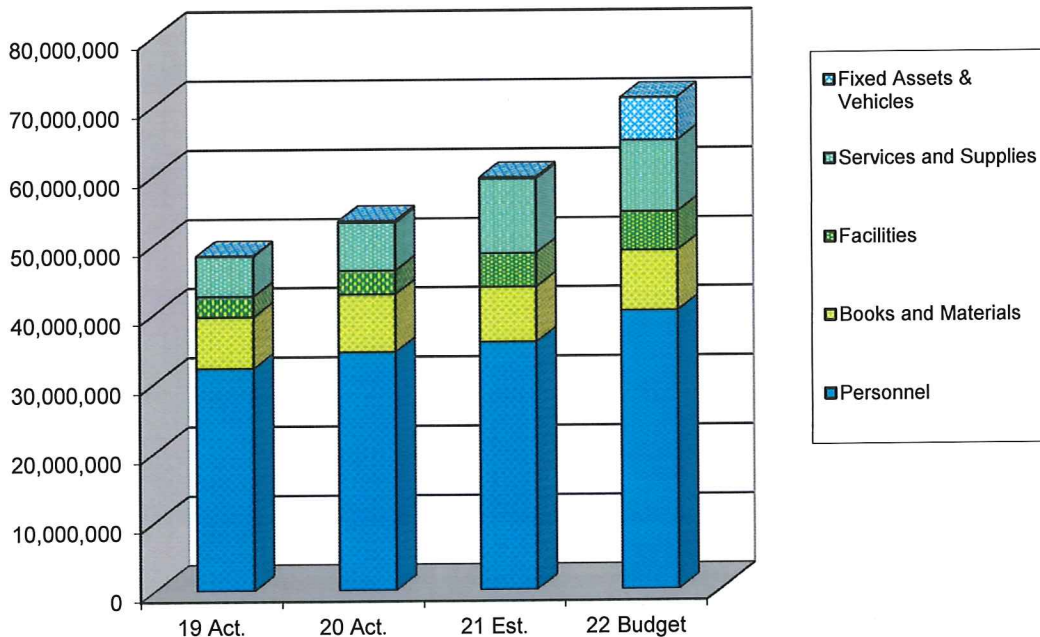
Personnel	40,249,344
Books and Materials	8,718,020
Facilities	5,604,677
Services and Supplies	<u>10,292,593</u>
TOTAL Operating Budget	<u><u>64,864,633</u></u>

Increase to Reserves	1,897,901
Fixed Assets & Vehicles	<u>6,150,000</u>

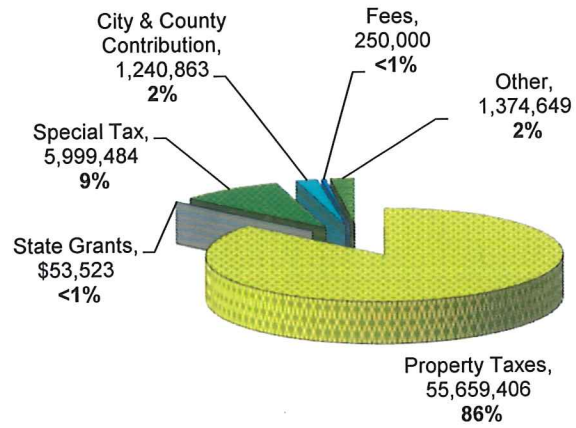
TOTAL \$72,912,534

TOTAL \$72,912,534

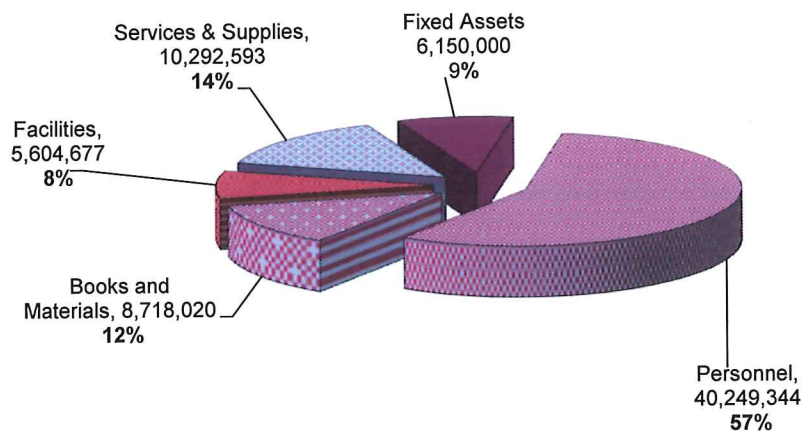
Four-Year Expenditure Trend



Fiscal Year 2021-2022 Library Revenue



Fiscal Year 2021-2022 Library Expenditures



Santa Clara County Library Budget

Fiscal Year 2021-2022

Four-Year Recap of Revenue & Expenses

	FY 18-19 Actual	FY 19-20 Actual	FY 20-21 Approved	FY 20-21 Estimated	FY 21-22 Budget
REVENUE					
Property Taxes	46,805,141	51,828,991	47,343,720	53,789,168	55,659,406
State Grants	180,635	137,738	53,523	53,523	53,523
Special Tax	5,855,190	5,942,468	5,996,705	5,996,705	5,999,484
City & County Contribution	1,999,495	910,215	618,458	51,000	1,240,863
Fines & Fees	575,570	405,817	550,000	260,000	250,000
Other	1,716,483	1,690,980	1,264,716	1,048,882	1,374,649
TOTAL	57,132,514	60,916,210	55,827,122	61,199,278	64,577,924
Transfer from Cap. & IT Reserves	0	0	5,944,000	5,944,000	2,937,000
Transfer from Prior Year	0	0	5,563,971	5,563,971	5,397,610
TOTAL FINANCING AVAILABLE	57,132,514	60,916,210	67,335,093	72,707,249	72,912,534

EXPENSES

Personnel	32,128,919	34,407,430	39,788,096	35,788,096	40,249,344
Books and Materials	7,406,012	8,322,228	7,927,451	7,932,451	8,718,020
Facilities	2,960,093	3,448,276	5,616,311	4,882,280	5,604,677
Services and Supplies	5,815,801	6,974,823	9,481,098	10,781,645	10,292,593
Fixed Assets & Vehicles	62,706	251,320	4,522,136	207,000	6,150,000
Increase to Reserve for Economic Uncertainty					1,897,901
TOTAL	48,373,531	53,404,077	67,335,093	59,591,472	72,912,534

Fiscal Year 2021-2022
REVENUE PROJECTION

REVENUE SOURCE	FY 19-20 Actual	FY 20-21 Budget	FY 20-21 Projected	FY 21-22 Budget	Variance from Approved
Supplemental Roll	\$ 918,399	\$ 824,445	\$ 750,896	\$ 416,896	\$ (407,549)
Property Tax - Current Secured	31,694,655	31,847,691	32,966,430	34,016,253	2,168,562
Property Tax - RDA Distribution	1,771,593	1,662,178	2,271,823	1,929,175	266,997
Property Tax - Current Unsecured	2,215,684	2,220,300	2,110,468	1,711,468	-508,832
ERAF Reimbursements	9,386,422	4,667,000	9,480,315	11,376,378	6,709,378
Property Tax - Unitary Roll	859,005	885,106	869,237	869,237	-15,869
Property Tax- VLF in lieu	3,735,554	3,989,000	3,992,000	3,992,000	3,000
RDA- Property Tax Pass-thru	1,247,679	1,248,000	1,348,000	1,348,000	100,000
Subtotal All Property Tax	\$51,828,991	\$47,343,720	\$53,789,168	\$55,659,406	\$8,315,686
Library Fees and Charges	\$ 175,534	\$ 250,000	\$ 250,000	\$ 250,000	\$ -
Library Overdue Fines	230,283	300,000	10,000	0	(300,000)
Interest Earnings	880,211	750,000	850,000	850,000	100,000
Homeowner Prop. Tax Relief	140,390	139,222	137,632	134,632	(4,590)
State LSCA	103,791	53,523	53,523	53,523	0
Other State Grants	33,947	0	0	0	0
Contributions from Cities	567,458	567,458	0	1,189,863	622,405
Special Tax - CFD	5,942,468	5,996,705	5,996,705	5,999,484	2,779
Other Library Services	5,087	21,250	21,250	21,250	0
Contributions & Donations	415,565	0	0	0	0
Passport Fees	192,095	314,244	0	328,767	14,523
Misc. Income	24,041	10,000	10,000	10,000	0
Transfer from County	342,757	51,000	51,000	51,000	0
Federal Medicare Credit	33,591	30,000	30,000	30,000	0
Subtotal All Other Sources	\$9,087,219	\$8,483,402	\$7,410,110	\$8,918,518	\$435,116
TOTAL	60,916,210	\$55,827,122	\$61,199,278	\$64,577,924	\$8,750,802
Budget Rollover from Prior Year	\$0	\$5,563,971	\$5,563,971	\$5,397,610	(\$166,361)
Transfer from Cap. & IT Reserves	\$0	\$5,944,000	\$5,944,000	\$2,937,000	(\$3,007,000)
GRAND TOTAL	\$60,916,210	\$67,335,093	\$72,707,249	\$72,912,534	\$5,577,441

Estimates from the County Controller's Office predict an increase to overall property taxes in 2021-22, primarily due to an estimated 20% increase in ERAF reimbursements. All other revenue sources remain relatively flat, with the exception of "Contributions from Cities" -- although the full cost of additional hours paid for by the North County Library Authority, the City of Milpitas, and the City of Cupertino represented by this line item is higher at \$1,930,216, estimated property tax collections are sufficient to cover a portion of this cost; however, actual charges for these additional hours may be lower depending on when pre-pandemic hours are reinstated at all library locations. The "Budget Rollover from Prior Year" represents specific projects budgeted in 2020-21 that will not be accomplished until 2021-22. The "Transfer from Reserves" represents FY 2021-2022 projects for which funding was set aside by the JPA Board in its approval of the Technology and Capital Maintenance Plans.

FISCAL YEAR 2021-2022 PERSONNEL REQUEST

The proposed personnel budget of \$40,249,344 reflects a \$461,247 increase from the original JPA-approved Fiscal Year 2020-21 personnel budget associated with the following personnel actions:

- A 5% increase (\$1.96 million) in combined contract-negotiated salary and benefit increases
- The addition of four extra help Public Safety Officers (\$138,000)
- \$1.68 million in savings from the elimination of 18 positions (14.5 FTE) as part of the Voluntary Separation Incentive Program ("VSIP")

No new positions are being added at this time. While this personnel budget represents staffing needed for pre-pandemic hours, it is unknown at this time how soon library staff will return from Disaster Service Work and when the libraries will be allowed to fully resume all operations.

**Personnel Budget
 FY 2021-2022**

Expenditure & Revenue Recap

2021-22	Traditional	CFD	Local/Gifts	Passport	Transfer	TOTAL
REVENUES						
	\$57,059,811	\$5,999,484	\$1,189,863	\$328,767	\$8,334,610	\$72,912,534
EXPENDITURES						
Operating	\$13,712,660.00				\$2,184,610	\$15,897,270
Capital	\$0				\$6,150,000	\$6,150,000
Books, Etc.	\$7,518,123	\$1,199,897	\$0			\$8,718,020
Personnel	\$33,931,127	\$4,799,587	\$1,189,863	\$328,767		\$40,249,344
TOTAL	\$55,161,910	\$5,999,484	\$1,189,863	\$328,767	\$8,334,610	\$71,014,634

Community Facilities District Recap

CFD REVENUES	Personnel	Books	
Campbell	582,092	\$465,674	\$116,418
Cupertino	762,540	\$610,032	\$152,508
Gilroy	734,941	\$587,953	\$146,988
Los Altos/Wo	505,300	\$404,240	\$101,060
Milpitas	1,117,905	\$894,324	\$223,581
Morgan Hill	627,889	\$502,311	\$125,578
Saratoga/MS	437,326	\$349,861	\$87,465
Subtotal	4,767,993	\$3,814,394	\$953,599
Bookmobile*		\$591,017	\$70,000
Unincorporated*	1,231,491	\$394,176	\$176,298
Total	\$5,999,484	\$4,799,587	\$1,199,897

Salary and Benefit Recap

PERSONNEL	Formula Share	Traditional by Platform	Remainder by Formula	100% CFD Return	Unincorp CFD by formula	Passport Fees	Specific Place \$ (City/NCLA)	FY22 TOTAL	FY21 Budgeted	Change from FY21
Campbell	11.42%	\$1,460,223	\$1,082,370	\$465,674	\$45,002			\$3,053,270	\$3,102,113	(\$48,843)
Cupertino	22.37%	\$2,399,123	\$2,120,899	\$610,032	\$88,182	\$109,589	\$371,738	\$5,699,562	\$5,517,791	\$181,770
Gilroy	10.03%	\$1,572,529	\$951,306	\$587,953	\$39,553			\$3,151,341	\$2,926,705	\$224,636
Los Altos/Woodland	16.59%	\$2,030,601	\$1,573,226	\$404,240	\$65,411	\$109,589	\$478,661	\$4,661,728	\$4,535,628	\$126,100
Milpitas	17.55%	\$1,969,524	\$1,664,106	\$894,324	\$69,189	\$109,589	\$339,464	\$5,046,196	\$5,032,837	\$13,358
Morgan Hill	9.50%	\$1,330,474	\$901,031	\$502,311	\$37,463			\$2,771,278	\$2,845,802	(\$74,524)
Saratoga	12.53%	\$1,652,399	\$1,187,556	\$349,861	\$49,376			\$3,239,191	\$3,331,934	(\$92,743)
Sub-Total Libraries	100%	\$12,414,872	\$9,480,493	\$3,814,394	\$394,176	\$328,767	\$1,189,863	\$27,622,566	\$27,292,811	\$329,755
Headquarters		\$11,604,440						\$11,604,440	\$11,504,882	\$99,558
The Reading Program		\$431,318						\$431,318	\$423,437	\$7,881
Bookmobile					\$591,017			\$591,017	\$566,963	\$24,054
GRAND TOTAL		\$24,450,631	\$9,480,493	\$3,814,394	\$985,193	\$328,767	\$1,189,863	\$40,249,341	\$39,788,093	\$461,248

*Bookmobile expenses are deducted from the Unincorporated Revenues before applying formula to Unincorporated CFD

**Santa Clara County Library District
 FTE from FY 2011-2012 to FY 2021-2022**

The following totals included benefited positions, extra help positions and allocations of extra hours for part-time employees:

Headquarters	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22
Administration	6.0	6.0	6.5	6.5	6.5	6.5	8.5	9.5	13.0	14.0	14.0
Business Office	13.9	14.0	13.5	13.6	14.2	14.6	15.1	16.1	18.1	20.1	19.1
Public Services	5.6	6.2	6.2	6.2	7.4	7.4	7.4	6.5	8.5	8.5	7.5
Computer Support	7.3	7.1	7.1	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
Tech & Digital Svcs	16.8	16.7	16.7	16.7	16.7	17.7	18.7	19.7	19.7	18.7	17.7
Subtotal	49.5	50.0	50.0	50.0	51.8	53.2	56.8	58.8	66.3	68.3	65.3
Percent of total	19.5%	19.6%	20.0%	19.9%	20.0%	19.9%	19.8%	19.9%	20.0%	19.9%	19.8%
Direct Service	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22
Centr. Pub. Svc.	5.5	5.5	6.9	6.9	6.9	9.4	9.0	9.0	13.0	13.0	13.0
Bookmobile	3.3	3.2	3.2	3.2	3.2	3.7	4.5	5.0	5.0	5.0	5.0
Campbell	20.6	21.3	20.7	21.0	21.3	22.2	23.2	23.2	27.2	28.2	26.7
Cupertino	37.8	40.8	38.8	39.4	39.8	40.4	41.9	43.8	49.7	51.7	47.8
Gilroy	20.4	21.1	20.5	20.6	20.9	21.0	22.0	22.4	25.4	26.9	27.1
Literacy	2.5	2.9	2.9	2.9	2.9	3.1	3.0	3.5	3.5	3.5	3.5
Los Altos	30.0	29.7	28.8	28.8	30.1	30.6	32.3	32.3	34.5	36.0	35.2
Woodland	4.1	4.1	4.1	4.1	4.8	4.8	5.0	5.9	5.9	5.9	5.9
Milpitas	37.7	32.6	30.9	31.1	33.1	33.7	41.4	43.3	44.0	46.0	44.2
Morgan Hill	19.5	20.3	20.0	20.0	20.8	21.4	21.9	22.5	26.9	26.7	25.4
Saratoga	22.9	23.9	23.4	23.6	23.9	24.4	25.2	25.7	30.1	31.6	31.1
Subtotal	204.1	205.3	200.1	201.5	207.6	214.7	229.3	236.5	265.2	274.6	264.9
Percent of total	80.5%	80.4%	80.0%	80.1%	80.0%	80.1%	80.2%	80.1%	80.0%	80.1%	80.2%
Total FTE	253.6	255.2	250.1	251.5	259.5	268.0	286.0	295.3	331.6	342.8	330.1

	2020/21	2021/22
Benefited FTE:	285.3	269.8
Extra Help FTE:	33.7	35.7
Extra Hours FTE:	23.9	24.7
TOTAL:	342.8	330.1

Fiscal Year 2021-2022 Facilities, Services and Supplies Request

EXPENDITURE CATEGORY	FY 19-20 ACTUAL	FY 20-21 Budget (Adj)	FY 20-21 Projected	FY 21-22 Proposed Budget	Change
Safety Shoes	3,264	3,313	3,313	3,500	187
Communications & Phone	159,707	570,750	232,000	502,444	(68,306)
Communications & Phone- Co.	7,754	7,179	7,179	7,394	215
Insurance Premiums	142,359	186,859	186,859	246,300	59,441
Insurance- Internal	95,383	76,732	76,732	90,018	13,286
Maintenance- Equipment	882,535	929,842	929,232	867,104	(62,738)
Maintenance- Structures	993,667	3,925,296	2,120,296	2,746,390	(1,178,906)
Membership Dues & Fees	48,137	55,000	56,000	57,000	2,000
Office Expense	679,349	685,424	685,424	600,000	(85,424)
Postage Expense-External	6,865	200,000	75,000	200,000	0
Postage Expense- Internal	6,542	9,517	9,517	1,372	(8,145)
Printing- External	44,079	200,579	150,000	202,520	1,941
PC Software	646,993	1,370,703	1,370,703	1,003,982	(366,721)
Education Exp.- Other	111	75,000	0	75,000	0
Workshops, Conf. & Seminars	26,836	30,000	30,000	30,000	0
Professional Services	1,390,530	3,377,597	3,227,597	2,377,187	(1,000,410)
SCC Library Foundation	1,015	10,000	10,000	10,000	0
Silicon Valley Reads	10,000	10,000	10,000	10,000	0
Data Proc. Servc.- External	59,051	60,000	60,000	60,000	0
IT Services.- Internal	383,642	546,315	546,315	584,688	38,373
Legal Services	48,134	60,480	60,480	60,480	0
Property Tax Admin Fee	0	31,858	31,858	31,858	0
Lease- Equipment- Other	273,823	273,428	273,428	218,000	(55,428)
Rent & Lease Building & Improve.	369,869	367,119	367,119	431,131	64,012
Small Tools & Instru.	42,428	173,750	173,750	177,750	4,000
Furniture	482,923	537,440	537,440	200,000	(337,440)
PC Hardware	1,081,692	2,717,884	1,620,884	1,654,000	(1,063,884)
Service Staff Meetings	0	10,000	10,000	10,000	0
Incentives and Promotions	1,605	50,000	50,000	50,000	0
Summer Reading Marketing	34,140	30,000	30,000	30,000	0
Library Materials	8,322,228	7,927,451	7,932,451	8,718,020	790,569
County Overhead	1,101,459	1,252,620	1,252,620	1,765,884	513,264
Fuel	3,485	4,745	4,745	3,790	(955)
Garage Fleet Services	21,087	25,780	25,780	28,778	2,998
Mileage	20,358	30,500	30,500	30,500	0
Automobile Services	54,380	45,000	40,000	47,000	2,000
Local Meals and Meetings	232	5,000	500	5,000	0
Business Travel	51,088	72,200	2,000	72,200	0
Utilities	1,224,690	1,521,000	1,354,654	1,381,000	(140,000)
Misc. Expenses -- Other	23,888	12,000	12,000	25,000	13,000
TOTAL	\$18,745,327	\$27,468,360	\$23,596,376	\$24,615,290	(2,863,070)

Facilities, Services and Supplies Summary:

The most dramatic increases from the prior year include \$790,569 in "Library Materials" to keep up with the demand in E-Books and other electronic resources, and \$513,264 in "County Overhead" for Countywide increases in Information Security and other Countywide IT Projects. All major reductions are associated with one-time projects completed in 2020-21; this includes a variety of building maintenance projects in "Maintenance - Structures," 1344 Dell Avenue architectural services in "Professional Services," and one-time IT Hardware purchases in "PC Hardware."

**Books and Materials Budget
 FY 2021-2022**

Expenditure & Revenue Recap

2021-22	Traditional	CFD	Local/Gifts	Passports	Transfer	TOTAL
REVENUES						
	\$57,059,811	\$5,999,484	\$1,189,863	\$328,767	\$8,334,610	\$72,912,534
EXPENDITURES						
Operating	\$13,712,660	\$0	\$0	\$0	\$2,184,610	\$15,897,270
Capital	\$0	\$0	\$0	\$0	\$6,150,000	\$6,150,000
Books, Etc.	\$7,518,123	\$1,199,897	\$0	\$0	\$0	\$8,718,020
Personnel	\$33,931,127	\$4,799,587	\$1,189,863	\$328,767	\$0	\$40,249,344
TOTAL	\$55,161,910	\$5,999,484	\$1,189,863	\$328,767	\$8,334,610	\$71,014,633

Community Facilities District Recap

CFD REVENUES	Personnel	Books
Campbell	\$582,092	\$465,674
Cupertino	\$762,540	\$610,032
Gilroy	\$734,941	\$587,953
Los Altos/Wo	\$505,300	\$404,240
Milpitas	\$1,117,905	\$894,324
Morgan Hill	\$627,889	\$502,311
Saratoga/MS	\$437,326	\$349,861
Subtotal	\$4,767,993	\$3,814,394
Bookmobile	\$0	\$591,017
Unincorporated*	\$1,231,491	\$394,176
Total	\$5,999,484	\$4,799,587

Books and Materials Recap

MATERIALS**	Formula Share	Traditional by Formula	CFD Return	Unincorp CFD by formula	Specific Place \$ (City/NCLA)	FY22 TOTAL	FY21 Budgeted	Change from FY21
Campbell	11.42%	\$840,291	\$116,418	\$20,128		\$976,838	\$861,431	\$115,407
Cupertino	22.37%	\$1,646,546	\$152,508	\$39,440		\$1,838,495	\$1,622,024	\$216,470
Gilroy	10.03%	\$738,540	\$146,988	\$17,690		\$903,219	\$846,543	\$56,676
Los Altos/Woodland	16.59%	\$1,221,364	\$101,060	\$29,256		\$1,351,680	\$1,196,045	\$155,635
Milpitas	17.55%	\$1,291,918	\$223,581	\$30,946		\$1,546,445	\$1,446,595	\$99,849
Morgan Hill	9.50%	\$699,509	\$125,578	\$16,755		\$841,843	\$790,508	\$51,335
Saratoga	12.53%	\$921,952	\$87,465	\$22,084		\$1,031,501	\$936,304	\$95,197
Sub-Total Libraries	100%	\$7,360,121	\$953,599	\$176,298	\$0	\$8,490,019	\$7,699,451	\$790,569
Bookmobile				\$70,000		\$70,000		
Headquarters		\$158,000				\$158,000		
GRAND TOTAL		\$7,518,121	\$953,599	\$246,298	\$0	\$8,718,019		

*Bookmobile expenses are deducted from the Unincorporated Revenues before applying formula to Unincorporated CFD

FIXED ASSET and VEHICLE REQUEST

Fiscal Year 2021-2022

Fixed Assets

The following fixed asset requests will be funded from unspent funding from FY 2020-21 (\$4,000,000), prior year budget savings (\$1,700,000), and a transfer from the Technology Reserve (\$450,000):

Automated Material Handling System **\$6,000,000**

This funding replacement of the automated materials handling machines throughout the library district.

Smart Devices for Public Use **\$150,000**

This funding supports the loaning of “smart” devices to respond to patron needs.

Total Fixed Asset Request: **\$6,150,000**

BUDGETED RESERVES
Fiscal Year 2021-2022

Capital Maintenance (Building) Reserve

The designated Building Reserve serves to identify funding for future significant building repair and maintenance obligations. The amount requested to be transferred from this reserve in Fiscal Year 2021-22 is \$1,707,000 for the following projects:

- Cupertino Community Room FF&E: \$572,000
- Los Altos Roof Repair/Replacement: \$350,000
- Cupertino HVAC Upgrades: \$280,000
- 1370 Dell Avenue FF&E: \$275,000
- Cupertino Battery Backup System Upgrades: \$75,000
- Saratoga Flat Roof Coating: \$60,000
- Cupertino BMS Software Upgrade: \$51,000
- Services & Support Center Exterior Painting: \$44,000

The current balance in this reserve: \$7,819,000

Reserve for Future Operation (Technology)

The Board established this designated reserve to accrue financing for large, costly computer system upgrades and equipment replacement. In January 2019, the JPA Board considered the three-year comprehensive plan for technology replacement and upgrade and designated funds for technology improvements through 2022. The amount requested to be transferred from this reserve in Fiscal Year 2021-22 is \$1,230,000. It is needed to pay for the items detailed in the Fixed Asset request and certain Services and Supplies items. The current balance in this reserve is \$1,230,000

Fund Balance- Economic Uncertainty Designation

The Board established this reserve to continue library services during the next economic downturn. Additional amounts are added periodically to keep pace with increased operating costs. The current balance in this reserve is \$17,000,000.

Reserves Recap: The *estimated* status of reserves/fund balance, following adoption of the FY 2021-22 Budget, is as follows.

<u>FUND 0025</u>	
\$ 6,112,000	Capital Maintenance Reserve
0	Technology Reserve (renewal will be presented in January)
18,897,901	Fund Balance- Economic Uncertainty Designation
7,800,000	1344 Dell Avenue Capital Program
\$15,772,049	Undesignated Fund Balance

**REBUDGET OF UNSPENT FISCAL YEAR 2019-2020 FUNDS
Fiscal Year 2021-2022**

The following projects and purchases, budgeted in Fiscal Year 2020-2021, will not be completed before June 30, 2021 and need to be rebudgeted to Fiscal Year 2021-2022:

- \$4,000,000 for Automated Materials Handling Equipment Replacement;
- \$712,000 for Updated Audio-Visual Equipment;
- \$200,000 for the Gilroy Community Library Patio Project;
- \$140,000 for Network Enhancement Upgrades;
- \$100,000 for Replacement of Microfilm Scanners;
- \$100,000 for Replacement of Book Scanners;
- \$100,000 for Network Security and Privacy Audits;
- \$25,000 for Library Information and Events Display Monitors and Software;
- \$20,000 for Servers and Data Storage Needs;
- \$610 for Color Printer Replacements;

Total amount rebudgeted from Fiscal Year 2020-2021: \$5,397,610.

Santa Clara County Library Formula 2021-2022

Library	Population 1-1-20	Percent	Assessed Valuation	Percent	Circulation	Percent	Formula Share	FY 20- 21
Campbell	42,288		11,807,697,220					
Unincorporated	8,399		2,394,541,230					
Redevelopment			-1,343,528,709					
RDA Pass-thru			1,343,528,709					
RDA Dissolution			0					
	50,687	12.965%	14,202,238,450	10.815%	561,403	10.470%	11.42%	11.04%
Cupertino	59,549		27,821,316,543					
Unincorporated	3,976		<u>704,566,658</u>					
	63,525	16.249%	28,525,883,201	21.722%	1,562,581	29.143%	22.37%	21.78%
Gilroy	57,084		9,854,955,121					
Unincorporated	7,604		<u>1,664,353,966</u>					
	64,688	16.547%	11,519,309,087	8.772%	256,542	4.785%	10.03%	10.38%
Los Altos	30,876		17,975,243,547					
Los Altos Hills	8,413		8,906,354,532					
Unincorporated	4,255		<u>1,515,557,371</u>					
	43,544	11.138%	28,397,155,450	21.624%	912,640	17.021%	16.59%	16.22%
Milpitas	77,961		21,478,096,351					
Unincorporated	310		98,540,791					
Redevelopment			-8,802,845,581					
RDA Pass-thru			1,221,851,400					
RDA Dissolution			<u>2,933,585,795</u>					
	78,271	20.021%	16,929,228,756	12.891%	1,058,775	19.747%	17.55%	18.14%
Morgan Hill	46,454		10,856,245,431					
Unincorporated	7,574		2,616,258,011					
Redevelopment			-3,761,473,685					
RDA Pass-thru			563,634,762					
RDA Dissolution			<u>1,317,793,678</u>					
	54,028	13.820%	11,592,458,196	8.827%	314,463	5.865%	9.50%	9.86%
Saratoga	31,030		16,868,992,367					
Monte Sereno	3,594		2,429,033,638					
Unincorporated	1,573		<u>860,261,109</u>					
	36,197	9.259%	20,158,287,114	15.350%	695,423	12.970%	12.53%	12.58%
Percentages are based on assigned								
	Population		Assessed Valuation		Circulation			
Total	444,238		147,530,301,721		6,407,679			
Assigned	390,940		131,324,560,256		5,361,827			
Cities	357,249		127,997,934,750					
Unincorporated	33,691		9,854,079,137					
Unassigned	53,298		9,678,287,834		1,045,852	(Bookmobile, HQ)		
Redevelopment			-6,527,453,631					
Total Unincorp	86,989		19,532,366,971					

FUNDING FORMULA PARAMETER ADJUSTMENTS Fiscal Year 2021-2022

At the October 27, 2016 JPA Board meeting, the Board adopted the following funding formula parameters to the existing funding formula, beginning in Fiscal Year 2017-18:

When a community's relative percentage of assessed valuation and/or "public service transactions"¹ exceeds their Community Library's funding formula share by more than 5%, increase these Community Libraries' staffing and library materials budgets to an amount that would be realized if these differences were limited to 5%, subject to available annual funding from excess fund balance.

¹"Public Service Transactions" include circulation of library materials, program attendance, reference questions, and computer sessions.

	Test 1: Assessed Valuation			Test 2: Public Service Transactions		
	Assessed Valuation Percentage	Formula Percentage	Difference	Public Service Transactions Percentage	Formula Percentage	Difference
Campbell	10.815%	11.417%	-0.602%	10.509%	11.417%	-0.908%
Cupertino	21.722%	22.371%	-0.650%	28.706%	22.371%	6.335%
Gilroy	8.772%	10.034%	-1.263%	5.177%	10.034%	-4.857%
Los Altos	21.624%	16.594%	5.029%	16.993%	16.594%	0.398%
Milpitas	12.891%	17.553%	-4.662%	19.703%	17.553%	2.150%
Morgan Hill	8.827%	9.504%	-0.677%	5.992%	9.504%	-3.512%
Saratoga	15.350%	12.526%	2.824%	12.919%	12.526%	0.393%

In the Fiscal Year 2021-22 Funding Formula, there are two instances in which one-time adjustments could be made.

- 1) Los Altos' relative share of assessed valuation is 21.624%, while the formula share is 16.594% -- a difference of 5.029%. If this difference were limited to 5%, Los Altos libraries would receive an additional \$2,778 for staffing and \$115 for materials.
- 2) Cupertino's relative share of Public Services Transactions is 28.706%, while the formula share is 22.371% -- a difference of 6.335%. If this difference were limited to 5%, Cupertino Community Library would receive an additional \$126,581 for staffing and \$5,263 for materials.

Upon approval from the JPA Board, the 2021-22 Personnel Budget and Books & Materials Budget will be adjusted accordingly.