

## Donation Spending Plan

In March 2012, David N. Hufton donated an additional \$5,000 to the Milpitas Public Library under the auspices of the **Financial Donations Policy & Procedures for the Milpitas Public Library** which was adopted by the Milpitas City Council on September 16, 2008. The financial donation form designated that the gift be used where the need was greatest.

In accordance with the guidelines, the Milpitas Public Library is hereby submitting the following proposed spending plan to the Milpitas Library Advisory Commission for consideration for recommendation to the Milpitas City Council.

Reupholstery for 6 chairs and 2 loveseats in the children's area:	\$3,800
Two additional wingback chairs for the Reading Court:	<u>\$1,200</u>
Grand total	\$5,000

Linda E. Arbaugh  
Community Librarian

May 21, 2012

confirmed that the essay is on page, pre-lined no electronic devices allowed.

Flyer: Would like to finish the flyer so it can handed out, there was a discussion on when to hand out the flyer. Publicity was discussed, it was suggested that the flyers be in the library in August but distributed to students at the end of September. Possibly put a picture of the Kindle on the flyer. Rules need to be on the back of the flyer and that participants must be Milpitas resident between the grades 4 -12, specific rules including contact information for questions. Maybe the City Council should be recognized for donating; however, the Mayor stated this was not necessary. Encouragement is for creative writing because of the varied age group- the title of the contest should be "Writing Contest", the technical skills of the writer will be a minor consideration.

Task list, each group of the Commission will recruit the Judges.

Commissioner Chou- grades 4-6 (Friends of the Library)

Commissioner Montano- grades 7-8 (School District)

Chair Estioko- grades 9-12 (Library)

Staff, Sheldon Ah Sing, mentioned that the Kindles will be purchased before the end of the fiscal year and be stored in a safe. The refreshment and decorations will be a budget request for next fiscal year.

Photographs: Chair Estioko volunteered his son, Paul, to take the pictures for the event and will follow up with the Mayor if there will be a fee.

**Motion** : To have a special meeting on Tuesday September 4, 2012 at 7PM.

M/S: Wang,Phan

AYES: 7

NOES: 0

## 2. Grants Subcommittee Report

There were no updates to report.

## IX. New Business

**Donation to Milpitas Public Library:** Community Librarian Linda Arbaugh received a second donation for \$5,000 from the David Hufton Foundation. She proposed the following spending plan.

In accordance with the guidelines, the Milpitas Public Library is hereby submitting the following proposed spending plan to the Milpitas Library Advisory Commission for consideration for recommendation to the Milpitas City Council.

Re-upholstery for six (6) chairs and two (2) loveseats in the Children's area: \$3,800  
Two additional wingback chairs for the reading court: \$1,200

Total: \$5,000

It was asked if the County should pay for this, Ms. Arbaugh stated that due to budget constraints there are no funds for this. The Mayor asked if we will need to re-upholster every two years, if so he would not want to approve this. It was mentioned that the fabric

being selected would be stronger and should last much longer.

**Motion:** To recommend the Donation Spending Plan as presented by Linda Arbaugh to the City Council.

M/S: Stephens, Chou

AYES: 7

NOES: 0

### **MCTV 26**

Chairperson Elpidio Estioko received an invitation from Debra Lax; she proposes a magazine program for all commissions. To start the project she needs commitments from eight (8) commissions, four (4), 30-minute episodes in each session. It was asked if there are any volunteers, Marie Pham and Ha Phan volunteered. The Mayor asked what the goal of the program is. Chairperson Estioko replied that it is informational; the Mayor stated there needs to be a higher goal. Chairperson Estioko stated he will provide further information. Commissioner Wang stated that TV is not necessary when all meetings are accessible to the public. The Mayor mentioned that promoting the Commission is also good, staff member Sheldon Ah Sing agreed.

## **X. Other Business**

### **1. Friends of the Milpitas Library Report**

On June 1,2 & 3<sup>rd</sup> there will be a book sale, the best deal is Friday night.

### **2. County Librarian Report**

The grand opening of the new 53,000 square foot Gilroy Library was held on April 28 at the new library, 350 W. 6<sup>th</sup> Street in Gilroy, with about 7,000 visitors on the first day

Silicon Valley Reads event attendance had already topped 6,200 people before the end of March, far surpassing the record of 4,900 set in 2010. Events still continue through April, including programs with each of the two main authors. See the Silicon Valley Reads 2012 booklet or [www.siliconvalleyreads.org](http://www.siliconvalleyreads.org) for information on over 100 programs offered this year.

County Librarian Melinda Cervantes has accepted a position as the Director of the Pima County Public Library serving Tucson, Arizona and the surrounding communities. Her last day with Santa Clara County Library was April 28, the Grand Opening of the Gilroy Library.

County Executive Jeff Smith has appointed Nancy Howe as the Acting County Librarian for the Santa Clara County Library District. A national recruitment for a new County Librarian will be conducted over the next few months.

The Library is pleased to welcome our new Financial and Administrative Services Manager, Chuck Griffen, who began his new assignment on May 7. Chuck brings 20 years of experience, of which 13 years involved managing complex departments within the City of San Jose, including his most recent assignment as the Administrative Officer and member of the executive management team for the San Jose Public Library.

**LEASE AGREEMENT  
MILPITAS LIBRARY**

THIS LEASE AGREEMENT (this "Agreement") is made and entered into between CITY OF MILPITAS Redevelopment Agency (RDA), a Municipal Corporation, ("City" or "Landlord"), and SANTA CLARA COUNTY LIBRARY JOINT POWERS AUTHORITY, a California Joint Powers Agency, ("Tenant" or "JPA") as of October 21, 2008 (the "Effective Date").

**WHEREAS**, Landlord is the owner of real property located at 160 North Main Street in the City of Milpitas, County of Santa Clara, State of California, as more particularly described on the attached Exhibit A ("Property"); and

**WHEREAS**, Landlord currently leases certain facilities located at 40 N. Milpitas Blvd. in the City of Milpitas ("Existing Building") to Tenant for the operation of a public library for the Santa Clara County Library pursuant to the "Lease Agreement Milpitas Branch Library" between Landlord and Tenant dated April 28, 1981, ("1981 Lease Agreement"); and

**WHEREAS**, Landlord, in consultation with Tenant, developed plans and specifications for a new library facility on the Property to include (1) a building (the "Building") containing approximately 60,000 square feet for community library operating facilities; (2) section walls, light fixtures, and shelving ("Interior Improvements") and public interior furniture; (3) a vehicle parking structure for approximately 275 automobiles and landscaping appurtenant to the building and parking structure ("Exterior Improvements") (collectively the Building, Interior Improvements and Exterior Improvements are referred to as the "Improvements"); and

**WHEREAS**, upon completion of the Building, Tenant intends to move from the Existing Building and relocate to the new Building subject to the terms and conditions of this Agreement; and

**WHEREAS**, Tenant proposes to provide, install and operate at its own cost and expense all computer equipment, telephones, copy machine equipment, and all other unattached personal property and improvements necessary for the operations of a public library in the Building ("Tenant Improvements"); and

**WHEREAS**, the parties intend that upon Tenant's occupancy of the Building, the 1981 Lease Agreement and the lease of the Existing Building shall be terminated in accordance with the 1981 Lease Agreement's terms.

**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 agrees to lease to Tenant, and Tenant agrees to lease from Landlord the Premises to be used as a public library to be operated and maintained as part of the Santa Clara County Library. The term "Premises" as used in this Agreement means the Interior Improvements and the Building located at 160 North Main Street, Milpitas, California.

**2. Effective Date; Occupancy Date; Rent Commencement Date; Term of Lease.**

- A. The "Effective Date" of this Agreement is the date the City Council as Landlord approves this Agreement, which date is set forth on the signature page and is attested by the City Clerk. The "Occupancy Date" is the first business day following the conclusion of all of the following events: I) Issuance of Certificate of Occupancy by the City Building Official; II) Installation and acceptance of all furniture, fixtures and conference room audio visual equipment and kitchen appliances by the City; III) Completion of HVAC commissioning and any subsequent required adjustments; IV) Installation and operation of the intrusion alarm system. The "Rent Commencement Date" is April 30, 2009.
- B. The "Term" of this Agreement shall be the Initial Term plus any Extension Term as set forth in this Section 2. The "Initial Term" shall commence on the Occupancy Date and continue until the thirtieth (30<sup>th</sup>) anniversary of the Occupancy Date unless shortened by operation of Section 4.B. Landlord hereby grants to Tenant the sole and exclusive option to renew this Agreement for two additional periods of ten (10) years (each such 10-year extension period is defined as an "Extension Term"). Extension Terms shall occur automatically unless (1) Tenant is in default of any obligations under this Lease and is not proceeding diligently to cure such default, or (2) Tenant gives one year's advance written notice to Landlord prior to the end of the Initial or Extension Term (whichever is applicable) of Tenant's intention not to renew this Agreement. The Term, including the Initial Term and all Extension Terms, shall not exceed fifty (50) years from the Occupancy Date.
- C. If the City of Milpitas withdraws from the JPA at any time during the Term of this Lease, the Lease is automatically terminated, subject to Section 16 and the obligations stated therein.

**3. Relocation of Library Operations and Termination of 1981 Lease Agreement.**

The JPA currently leases from the City the Existing Building pursuant to the 1981 Lease Agreement. The City is currently constructing a new Building on the Property as described in this Agreement to which the JPA seeks to relocate its public library operations.

The City anticipates substantial completion of the Building on or about November 1, 2008. At substantial completion, the City shall advise the County Librarian of substantial completion inspection of the Building and the County Librarian, or her designee, may attend the inspection. Following this inspection, the City will prepare and provide its construction contractor with a punch list of items to be completed within thirty (30) days. The City will consider the County Librarian's feedback in creating the punch list with the understanding that the City is under no obligation to include in the punch list the correction or completion of work which was not included within the original construction documents. The substantial completion date is a planned estimate only and the City shall not be liable for any damages or delay costs associated with a rescheduled substantial

completion date.

Upon occupancy, the JPA assumes all liability and responsibility for the Building as set forth in this Lease, including the requirement for insurance set forth in Section 10, and Tenant may begin move in and open the Building to the public within six weeks of occupancy.

Thirty (30) days after opening of the Building to the public, the parties agree that the 1981 Lease Agreement shall terminate by mutual agreement of the parties, subject to any survival terms and premises surrender and post-termination obligations stated therein. By that date of termination, JPA agrees to have removed all of its personal property from the Existing Building; completely vacated the Existing Building; repaired any damage caused by the removal of JPA's furniture, fixtures or equipment; and left the Existing Building in a broom clean condition. As of the date of termination of the 1981 Lease Agreement, Tenant relinquishes all claims to use of the Existing Building.

**4. Rent.**

- A. During the Initial Term, Tenant shall pay to Landlord an annual rent as set forth on the attached Exhibit B ("Base Rent"). The total Base Rent to be paid by Tenant to Landlord is as reflected on Exhibit B. Annual Base Rent payments are payable and due no later than April 30 of each year beginning April 30, 2009. The City agrees to provide the JPA an invoice each year, but the failure to issue such an invoice shall not affect the JPA's obligation to make the annual Base Rent payments. The delayed commencement of annual Base Rent payments is in recognition of the JPA's advance payment to the City of \$679,995 which the City used toward the preparation of architectural and engineering documents for the Improvements.
- B. During the Initial Term, in the event that Tenant fails to pay any Base Rent when due, or to cure such payment within thirty (30) calendar days of Landlord's written notice to Tenant of non-payment, the Initial Term shall be shortened by one year. If the Initial Term is shortened by two years and the Tenant fails again to pay any Base Rent when due, Landlord may withdraw from the JPA and terminate this Agreement by providing Tenant written notice of such intention to withdraw and terminate the Lease. The termination shall be effective on the same date that the withdrawal from the JPA is effective.
- C. Tenant shall direct payment of all Base Rent and any other amounts due from Tenant to Landlord to the City Finance Director at the address set forth for Landlord in Section 14.

**5. Use of Premises.**

- A. The Premises shall be used by Tenant for the operation of a public library governed by the policies and rules adopted by the Santa Clara County Library 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 hereinabove specified, nor abandon or vacate the Premises, nor fail or refuse to actively cause the Premises to be used as hereinabove specified for the purposes of this lease, without the prior written consent of Landlord. Notwithstanding the foregoing sentence, Tenant may assign its rights and obligations as set forth in the Amended and Restated Joint Exercise of Powers Agreement dated August 9, 2001 as may be amended from time to time.
- C. The Landlord shall have the right to use the area described in Exhibit C during non-scheduled library hours pursuant to subsequent agreements, approval of which shall not be unreasonably withheld by Tenant. The landlord shall leave these areas used, in a clean condition, ready for use by the library on the following business day.

**6. Alterations, Additions, Maintenance.**

- A. During the Term of this Agreement Tenant shall keep and maintain the Premises in good and tenantable condition. This obligation to maintain includes repair and replacement of the interior improvements except as set forth in Section 7.
- B. During the Term of this Agreement, Landlord shall keep and maintain the Exterior Improvements in good and tenantable condition. This obligation to maintain includes repair and replacement of the Exterior Improvements.
- C. For one year following Final Completion of the Building, Landlord shall pursue correction of construction defects, and be responsible for the repair or replacement of any defectively constructed structures or systems within or on the Premises. In addition, for a period of ten years or until the statute of limitations for design and construction defects has expired, whichever is earlier, Landlord shall repair or replace the Premises and Tenant Improvements damaged, destroyed or not functional as a result of a design or construction defect.
- D. Tenant shall not make any structural alterations, changes, modifications or additions ("Modifications") to the Premises without obtaining prior written consent of Landlord which consent shall not be unreasonably withheld; provided, however that Landlord may withhold its consent in its sole discretion relating to any requests for Modifications to facilitate a use other than as set forth in Section 6A. Any Modifications made by Tenant shall be at the sole cost and expense of Tenant, and, upon termination of this Agreement, said Modifications shall remain the property of the Landlord.
- E. Landlord may choose to expand the Premises during the Term of this Agreement. Landlord will provide notice and include the Tenant in the expansion design process if there is a decision by the City to proceed. There

will be no increase, reduction or abatement of annual Base Rent payments if such a Building expansion occurs.

**7. Historic Structure and Parking Structure.**

A. The Premises incorporate a pre-existing historic structure with particular design elements that exceed the customary and usual maintenance and replacement requirements of any other Santa Clara County Library building. These cost elements include wood flooring, a fabric roof system, under-floor lighting, and under-floor continuous exhaust fan system. Accordingly, the parties wish to explicitly delineate each party's obligations with respect to certain structures or features.

- I. Wood Floor: Tenant shall be responsible for routine cleaning. Landlord shall be responsible for periodic striping and refinishing of the wood surface every ten years or as required and replacement of the floor necessitated by normal wear or damage caused by water. Tenant will contribute to Landlord, at the time carpeting is replaced in the remainder of the building, an amount equal to the cost of commercial grade carpeting in the wood floor area as determined by Tenant, toward the cost of the wood floor refinishing and replacement. Landlord will work in good faith to minimize the impacts of Landlord work upon Tenant.
- II. Fabric Roof: Landlord shall be responsible for all maintenance necessary to preserve the fabric roof warranty.
- III. Under-Floor Lighting: Tenant shall be responsible for the utility cost of the lighting. Landlord shall be responsible for electrical repair and bulb replacement.
- IV. Under-Floor Exhaust System: Tenant shall be responsible for the utility cost of the exhaust system operation. Landlord shall be responsible for system maintenance, repair and replacement.

B. The Public Parking Structure is for the use of the Library during the hours of Library operation and public parking for Main Street businesses and activities. Landlord will reserve parking in the parking garage for library use when a City Special Event is scheduled during library operating hours. Landlord may open the Parking Structure for the use of others at times when the Library is closed, such as on Library holidays or after hours time periods. No overnight parking shall be allowed except as allowed by the City. The Parking Structure shall be closed daily between the hours of midnight and 4:00 a.m., except as required otherwise for special City use. The hours may also be modified by future agreement, as required for efficient library operations.

**8. Utilities.** Tenant shall pay for all water, gas, heat, light, power, security monitoring service, telephone, sewage, janitorial, 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 of this Agreement. Gas, electric and water utilities shall be separately metered so that Tenant can be billed separately for utilities necessary only to

maintain the Premises.

9. **Taxes.** Tenant shall pay any and all taxes and all special assessments for improvements as may be levied against the Premises or any part thereof.

10. **Indemnity and Liability Insurance.**

A. Tenant hereby agrees to defend and save harmless Landlord from any and all claims, demands, actions, losses or liabilities for bodily injury or death to persons or damage to property arising out of Tenant's negligent operation, occupation, use or repairs of the Premises; and Landlord hereby agrees to defend and save harmless Tenant from any and all claims, demands, actions, losses, or liability for bodily injury to persons or damage to property arising out of Landlord's negligent ownership, occupation, use or repairs of the Exterior Improvements. In addition, for a period of ten years or until such time as the statute of limitations for design and construction defects has expired, whichever is earlier, Landlord hereby agrees defend and save harmless Tenant from any and all claims, demands, actions, losses, or liability for bodily injury to persons or damage to property arising out of the defective design or construction of the Improvements. 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.

B. 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 of this Agreement 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.

C. Such insurance shall name by endorsement "City of Milpitas, 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's. Such 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 the other party. In addition, such insurance shall be endorsed such that Landlord and Tenant each waive the rights of subrogation that may arise against the other due to any act covered by insurance.

D. Landlord and Tenant shall furnish, each to the other, a Certificate of

Liability Insurance (or certificate of self-insurance) endorsements demonstrating the coverage's specified herein and stating that at least 10 days notice of cancellation or material change shall be given to the certificate holder.

**11. Responsibility for Property Damage and Property Insurance.**

- A. Tenant shall be responsible for all loss or damage to the Building, howsoever caused, except as may be otherwise provided in this Lease. Landlord shall be responsible for all loss or damage to Exterior Improvements.
- B. Tenant agrees to provide insurance on the Building and contents for the benefit of Landlord and Tenant, as their interests may appear, on the same terms and conditions, forms, and against loss from the same perils as provided for County-owned buildings and contents; provided however, Tenant agrees to provide any additional insurance as may be required by the financing or bonding entities utilized by City to finance construction of the Improvements. Neither insurance nor the absence thereof shall abrogate or limit the responsibility of the Tenant for damage to the Building as called for herein. 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. In the event of destruction which exceeds the insurance policy limits, either party may terminate this Agreement but the total amount of Base Rent payments set forth on Exhibit B must be paid in full by Tenant to Landlord. Subject only to Landlord's obligations for design and construction defects in Section 7.C, Landlord shall not be held responsible for damage and loss to the Tenant Improvements.
- C. In the event the Building is partially destroyed from any cause, Landlord shall repair, at Landlord's sole cost, the Building, provided that the cost of such repairs is covered at least ninety percent (90%) by insurance. Such partial destruction shall not void this Agreement. In the event 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 any further Base Rent payments not yet due. Landlord shall not be obligated to replace any of the Tenant's personal property which may be damaged or destroyed.

- 12. Exemption from Liability.** Excepting only Landlord's indemnification obligation for property damage or personal injury caused by construction or design defects described in Section 10A and the exceptions in Section 7, Landlord shall not be liable for damages to Tenant's property 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, whether upon the Premises.

13. **Dispute Resolution.** Should disputes arise between the parties, the matter shall be referred to the City Manager on behalf of the Landlord and the County Librarian on behalf of the 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.

14. **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 from 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 Milpitas  
455 East Calaveras Blvd.  
Milpitas, CA 95035

To Tenant:

County Librarian  
Santa Clara County Library  
14600 Winchester Blvd.  
Los Gatos, CA 95032

15. **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.

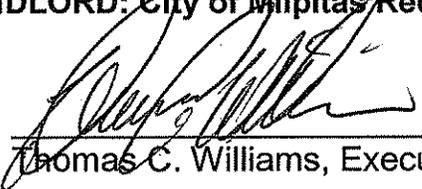
16. **Surrender of Possession on Termination.** Upon the expiration or termination of this Agreement for any reason, Tenant shall surrender the Premises in broom clean, good condition and repair, reasonable wear and tear excepted. Any Modifications installed by Tenant pursuant to Section 6.D are the property of

Landlord. Any furniture, fixtures or equipment which shall remain the property of Landlord shall be so identified at the time of installation. Upon expiration or termination of this Agreement, Tenant shall have thirty (30) days to remove, at its sole cost and expense, any furniture, fixtures or equipment which are Tenant's property so long as Tenant repairs damage to the Premises caused by such removal. The indemnity and insurance obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Landlord and Tenant shall survive the termination of this Agreement.

17. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto.
  
18. **Non-Discrimination Provisions.** Tenant covenants by and for himself, his heirs, executors administrators and assigns, and all persons claiming under or through him, 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 nor shall the Tenant or any person claiming under or through Tenant establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of any authorized subtenants or assignees in the Premises.
  
19. **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. Exhibits A and 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 hereto.
  - E. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected hereby, 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.
  
20. **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.

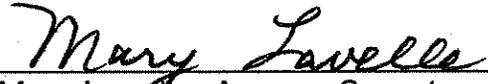
IN WITNESS WHEREOF, the parties subscribe their names below.

**LANDLORD: City of Milpitas Redevelopment Agency**

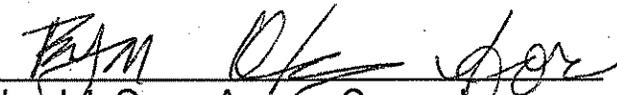
By:   
Thomas C. Williams, Executive Director

ATTEST:

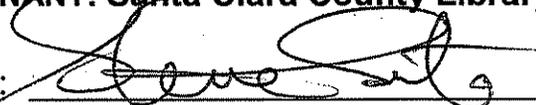
The Redevelopment Agency of the City of Milpitas approved this Agreement on October 21, 2008, which is the Effective Date of this Agreement.

By:   
Mary Lavelle, Agency Secretary

APPROVED AS TO FORM:

By:   
Michael J. Ogaz, Agency Counsel

**TENANT: Santa Clara County Library Joint Powers Authority**

By:   
Chairperson, Library JPA

ATTEST:

By:   
Melinda Cervantes, County Librarian

APPROVED AS TO FORM:

By:   
Deputy County Counsel  
Santa Clara County Library JPA

Exhibit List

- Exhibit A -- Property Description
- Exhibit B -- Payment Schedule
- Exhibit C -- Special, Event and Access Map

**Exhibit A**  
**Property Description**

Library Address: 160 North Main Street, Milpitas, California.

The Library property shall include the area within the boundaries as described in the Declaration of Lot Combination, recorded by the Santa Clara County Clerk-Recorder on 9/5/2006, Document Number 19092320. (Copy of the Declaration of Lot Combination is attached hereto and is made a part of this Exhibit.)

Control No. 2006-028

RECORDING REQUESTED BY  
AND WHEN RECORDED, RETURN TO:

City of Milpitas  
455 E. Calaveras Boulevard  
Milpitas, CA 95035-5479  
Attn.: City Clerk

Exempt From Recording Fees Per Government Code  
§§ 6103,27383

**CONFORMED COPY:** This document has  
not been compared with the original.  
**SANTA CLARA COUNTY CLERK-RECORDER**

Doc#: 19092320  
9/05/2006 2:31 PM

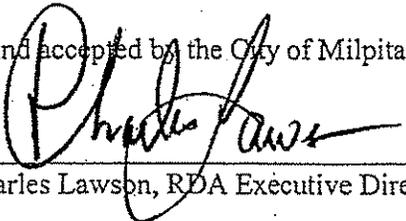
(Space Above This Line Reserved For Recorder's Use)

### DECLARATION OF LOT COMBINATION

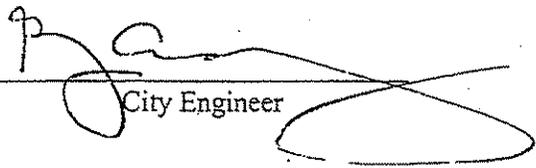
The City of Milpitas Redevelopment Agency herby declares as follows:

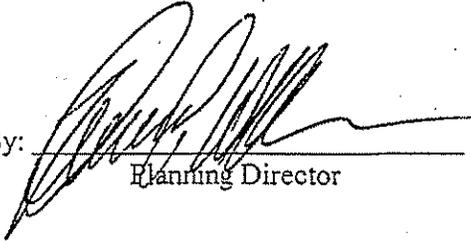
1. The City of Milpitas Redevelopment Agency is the owner of certain real property located in the City of Milpitas, Santa Clara County, California, consisting of parcels described and depicted on Exhibit "A" and "B";
2. The City of Milpitas Redevelopment Agency intends and herby declares, pursuant to the City of Milpitas Municipal Code Section XI-1-16.08, that all parcels are hereby combined into said Parcel "A" as described and depicted on Exhibit "A" and "B" for all purposes of the Subdivision Map Act (California Government Code 66410 *et. seq.*), and any future subdivision, as that term is used in the Subdivision Map Act, of combined Parcel "A" shall require compliance with the requirements of that Act;
3. This Declaration of lot combination shall run with the property and be binding upon all persons who may acquire any interest therein;
4. The provisions of this Declaration are for the benefit of the City of Milpitas Redevelopment Agency, and may be enforced by the City of Milpitas;
5. This Declaration shall automatically expire and be of no further force or effect as to any portion of the property that is subdivided by a subdivision recorded after the date of this Declaration.

Approved and accepted by the City of Milpitas Redevelopment Agency:

By:   
Charles Lawson, RDA Executive Director

Date: 9-1-06

Approved by:   
City Engineer

By:   
Planning Director

**EXHIBIT "A"**

Lot Combination  
PARCEL "A"

(A Combining of APN 028-24-014, 028-24-015, 028-24-016, 028-24-019, 028-24-020, 028-24-026, a portion of APN 028-24-017 and vacated lands per Document No. 18685559 of Official Records of Santa Clara County)  
Milpitas, Santa Clara County, California

All of that certain real property situate in the City of Milpitas, County of Santa Clara, State of California, described as follows:

Being a combining of eight contiguous parcels of land, described in those certain documents, conveyed to the City of Milpitas, (1) recorded October 20, 1958 as Book 4255 of Official Records of Santa Clara County, Page 455, (2) recorded September 9, 1969 under Document No. 3714277 of Official Records of Santa Clara County, (3) recorded October 1, 2004 under Document No. 18028777 of Official Records of Santa Clara County, (4) recorded November 10, 2004 under Document No. 18093705 of Official Records of Santa Clara County, (5) recorded November 21, 2005 under Document No. 18685559 of Official Records of Santa Clara County, described as follows:

**Beginning** at the Northeast corner of Parcel 4 as described in the Memorandum of Land Exchange Agreement conveyed to the City of Milpitas, recorded October 1, 2004 under Document No. 18028777, Santa Clara County Official Records;

Thence from said Point of Beginning along the easterly line of said parcel, South 10°33'15" East, 678.06 feet to the southeast corner of that parcel as described in the Judgment of Final Distribution on Waiver of Accounting conveyed to Ruth A. Winsor, recorded September 15, 1969 under Document No. 3714277, Santa Clara County Official Records;

Thence leaving said southeast corner along the southerly line of said parcel, South 78°13'35" West, 27.28 feet to the southwest corner of said parcel;

Thence leaving said southwest corner along the westerly line of said parcel, North 10°33'15" West, 156.64 feet to the southeast corner of the Public Right of Way Vacation as described in Resolution No. 7561, City of Milpitas, recorded November 11, 2005 under Document No. 18685559, Santa Clara County Official Records;

Thence leaving said southeast corner along the southerly line of said Public Right of Way Vacation, South 76°16'48" West, 247.71 feet to the southwest corner of that parcel as described in the Judgment of Final Distribution on Waiver of Accounting conveyed to Ruth A. Winsor, recorded September 15, 1969 under Document No. 3714277, Santa Clara County Official

Records, said point also being on the easterly right of way line of North Main Street (formerly San Jose-Oakland Road), being 80 feet in width and;

Thence leaving said southwest corner along the westerly line of said parcel and the easterly right of way line of North Main Street, North  $10^{\circ}27'49''$  West, 477.68 feet to a point on the westerly line of that parcel as described in that certain Grant Deed, conveyed to the City of Milpitas, recorded November 10, 2004, under Document No. 18093705, Santa Clara County Official Records, said point also being the beginning of a non-tangent curve to the right, concave to the east, having a radius of 469.98 feet, from said point of radial line bears North  $79^{\circ}32'11''$  East;

Thence northerly along said curve, through a central angle of  $07^{\circ}00'54''$  and an arc length of 57.54 feet to the northwesterly corner of the lands of City of Milpitas, as described in Resolution No. 7561, City of Milpitas, recorded November 11, 2005 under Document No. 18685559, Santa Clara County Official Records;

Thence leaving said northwest corner along the northerly line of said lands of City of Milpitas, North  $79^{\circ}18'58''$  West, 270.24 feet to the Point of **Beginning** of this description.

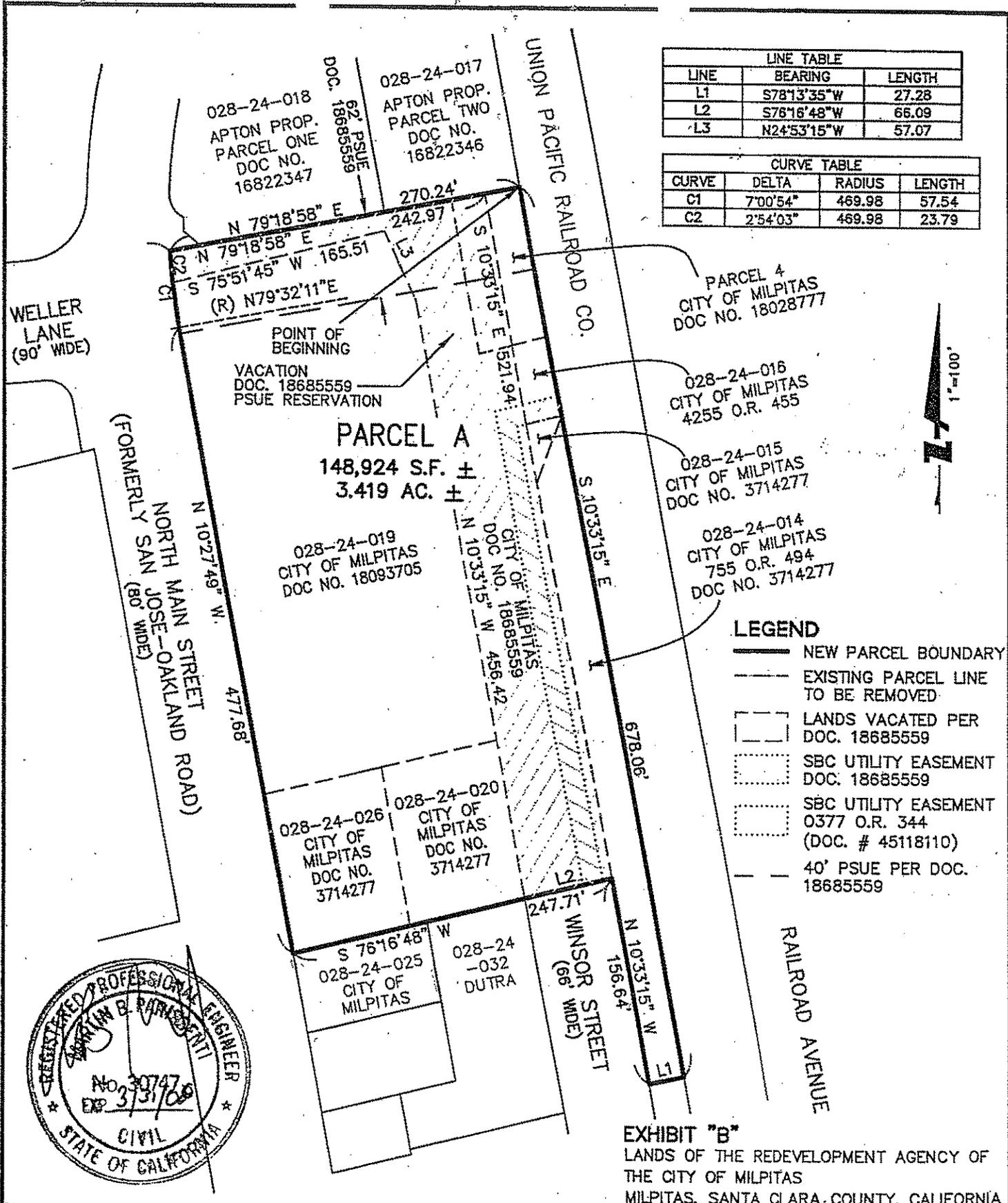
Containing 148,924 square feet or 3.419 acres, more or less.

For: BKF Engineers

By: Martin B. Parissenti  
Martin B. Parissenti, R.C.E. No. 30747  
License expires: 3-31-2008

Date: 8-7-06



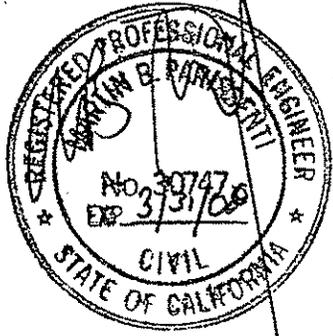


LINE TABLE		
LINE	BEARING	LENGTH
L1	S78°13'35"W	27.28
L2	S78°16'48"W	66.09
L3	N24°53'15"W	57.07

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	7°00'54"	469.98	57.54
C2	2°54'03"	469.98	23.79



- LEGEND**
- NEW PARCEL BOUNDARY
  - EXISTING PARCEL LINE TO BE REMOVED
  - LANDS VACATED PER DOC. 18685559
  - SBC UTILITY EASEMENT DOC. 18685559
  - SBC UTILITY EASEMENT 0377 O.R. 344 (DOC. # 45118110)
  - 40' PSUE PER DOC. 18685559



**EXHIBIT "B"**  
LANDS OF THE REDEVELOPMENT AGENCY OF THE CITY OF MILPITAS  
MILPITAS, SANTA CLARA COUNTY, CALIFORNIA



981 RIDDER PARK DRIVE  
SUITE 100  
SAN JOSE, CA 95131  
408-467-9100  
408-467-9199 (FAX)

Subject LOT COMBINATION  
NORTH MAIN STREET, MILPITAS  
Job No. 20056022-10  
By JPM Date 08-10-06 Chkd. MWB  
SHEET 1 OF 1

PLOT TITLE PLOTTED BY: 08-10-06

Exhibit B

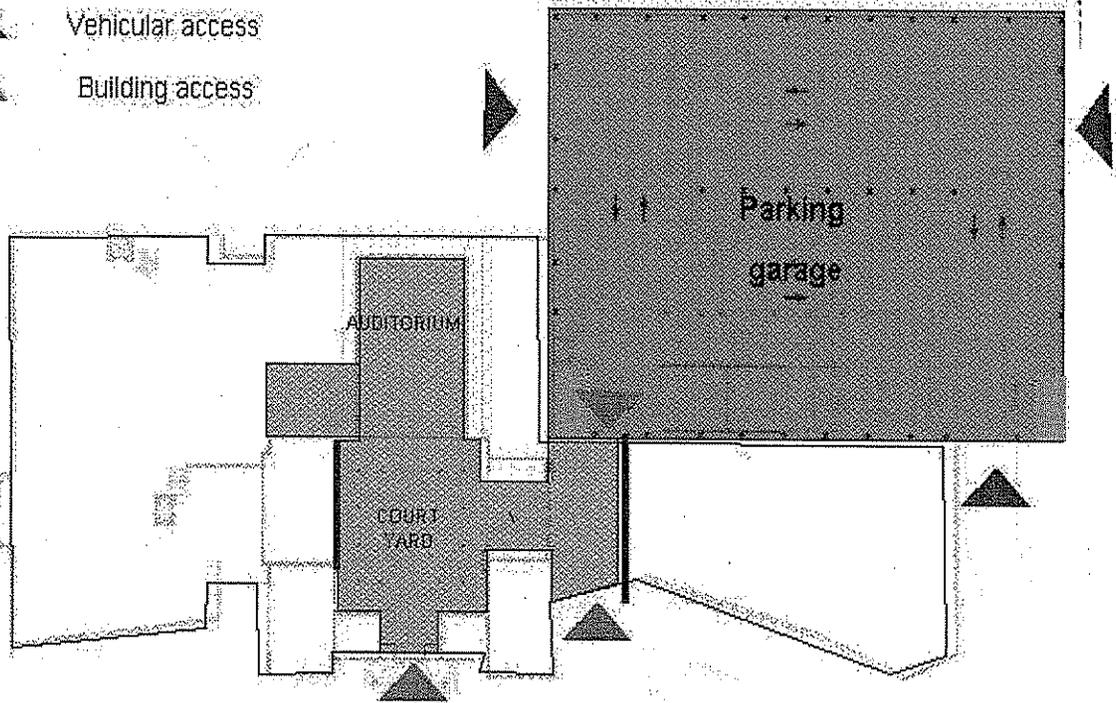
Rent Payment Schedule

Fiscal Year	Total Payment
2008-09	116,621
2009-10	174,523
2010-11	172,330
2011-12	170,035
2012-13	167,629
2013-14	45,103
2014-15	42,445
2015-16	39,643
2016-17	36,683
2017-18	49,273
2018-19	49,273
2019-20	49,273
2020-21	49,273
2021-22	49,273
2022-23	64,998
2023-24	64,998
2024-25	64,998
2025-26	64,998
2026-27	64,998
2027-28	34,990
2028-29	-0-

# EXHIBIT C

## LEGEND

-  Vehicular access
-  Building access



**MAIN STREET**

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EXHIBIT C – Special Event Space & Access  
(Historic Courtyard, Auditorium & restrooms)

**SANTA CLARA COUNTY LIBRARY**  
14600 WINCHESTER BOULEVARD • LOS GATOS CA 95032 • 408.293.2326 • 408.364.0161 FAX  
— A D M I N I S T R A T I O N —



November 14, 2008

Rachelle Currie  
Office of the City Clerk  
City of Milpitas  
455 East Calaveras Boulevard  
Milpitas, CA 95035-5479

RE: Lease Agreement between City of Milpitas and Santa Clara County Library JPA

Dear Ms. Currie,

Per your request please find enclosed one fully executed original of the Lease Agreement between the City of Milpitas and the Santa Clara County Library JPA.

Thank you very much for your assistance in this matter.

Sincerely,

Cynthia Rios Garcia  
Executive Assistant

## **City of Milpitas**

### **Financial Donations Policy & Procedures for the Milpitas Public Library**

Adopted by the Milpitas City Council: September 16, 2008

The Milpitas Public Library welcomes financial contributions. Community support of this kind is essential to the library's future development, growth and strength. Financial contributions may be made to the City of Milpitas, a non-profit municipal corporation.

This policy is established in order to make certain that the decisions on acceptance of a financial gift are made in a timely and consistent manner, and are appropriate in terms of both the nature of the facilities and purposes of the library.

The Milpitas Public Library structure is owned by the City of Milpitas. The Milpitas City Council governs the facility's overall uses and its infrastructure needs. The Santa Clara County Library, Joint Powers Authority (County Library JPA) operates the library. The County Library JPA's Donations of Funds and Materials for the Collection is a separate policy administered by the County Librarian.

All financial donations to the Milpitas Public Library shall be in compliance with both the County Library JPA's Donations of Funds and Materials for the Collection policy and the City of Milpitas Financial Donations Policy & Procedures for the Milpitas Public Library. This policy does not include programs and activities operated and maintained by Friends of the Milpitas Library.

The Milpitas City Council reserves the right to accept or decline acceptance of any financial donation. Once a donation is accepted, it becomes the sole property of the Milpitas Public Library. The Milpitas City Council reserves the right to decide upon the disposition of all financial donations received, however suggestions for designations of donated funds shall be considered.

The City of Milpitas Library Advisory Commission (LAC) shall actively seek financial donations and promote this financial donations policy. Per its marketing and outreach plan, the LAC shall manage and implement the Library Donations Recognition Program. In addition, the LAC shall determine that all financial donations comply with both County Library JPA and City of Milpitas donations policies. All solicitations of donations by elected officials shall comply with the Open Government Ordinance, Chapter 310-3.190 of the Milpitas Municipal Code.

#### Financial Donations

Monetary donations to the Milpitas Public Library are appreciated and welcomed. Donors may earmark monies for the purchase of specific materials, supplies, equipment, furnishings, and other items according to the library's needs. Donors may also request that the Milpitas City Council select the appropriate use of a monetary donation.

All financial donations shall be used towards purchases and events or other applications directly supporting the Milpitas Public Library.

Suggested ways that individuals, businesses, civic groups or foundations may contribute funds to benefit the Milpitas Public Library:

- **Memorial Donations:** This type of donation allows for individuals to contribute funds in memory, for example, of a family member who has passed away. Memorial donations do not include pets. In addition, individuals may name the City of Milpitas, Milpitas Public Library Fund as a beneficiary in their wills. The will might stipulate that the funds (or interest from part of an estate) be used to purchase particular items or materials in certain subject areas. In all cases, materials purchased with donated funds shall be selected in accordance with the library's collection development policy.
- **Specified Use:** An individual or organization may request donations be used for the purchase of materials or items for use in certain subject areas, provide support for a special event or the display of community art in the library, or for furnishings and equipment subject to the needs of the library.

#### Recognition Program

The City of Milpitas desires to formally thank and memorialize substantial gifts that help sustain library services. A tiered recognition program is established to publicly acknowledge donors:

Bronze: A monetary gift of \$1,000 to \$2,499.

Silver: A monetary gift of \$2,500 to \$4,999.

Gold: A monetary gift of \$5,000 to \$9,999.

Platinum: A monetary gift of \$10,000 or greater.

Donations less than \$1,000 shall be directed to the County Library JPA and are subject to the requirements of its Donations of Funds and Materials for the Collection policy.

Donors, or for memorial gifts the named individual, shall be acknowledged within this precious-metal color system on a plaque or by other means provided by the City of Milpitas. This tiered recognition program includes display of named donor within the Milpitas Public Library.

All financial donations made to the Milpitas Public Library shall be acknowledged by a letter of thanks. Receipts for cash contributions shall be provided upon request.

#### Procedures & Guidelines

All inquiries about monetary donations shall be directed to the Library Advisory Commission (LAC) for review and recommendation to the Milpitas City Council. The LAC shall provide a copy of the Milpitas Public Library Financial Donation Form to potential donors. Upon receipt of this form by the staff liaison, the donor information shall be placed on the next LAC agenda.

The LAC shall review all Milpitas Public Library Donation Forms and provide a recommendation for either accepting or declining the donation to the Milpitas City Council. Each recommendation shall include a description of how the donation would benefit library patrons. Such benefits may include increasing literary awareness, expanding a collection, promoting cultural and historical interests of the Milpitas community, raising awareness of the arts, or increasing access to equipment and other materials.

Final review and action to accept or decline a donation on behalf of the City of Milpitas is determined by the Milpitas City Council. Donations accepted by the Milpitas City Council shall be tracked in a separate account. The Finance Department shall provide reporting of expenditures and fund balance upon request of the LAC.

Additional guidelines for consideration to accept a specific type of financial donation shall be as follows:

- **Memorial Donation:** Donations in memory of an individual shall be appropriate and relevant to the Milpitas community (i.e. past resident, business person or other person having contributed to the good of the community).
- **Specified Use:** Donations with a specified use for the library shall be as defined above. Such materials, support of special events and other items shall be in accordance with subject areas within the library, cultural and historical interests of the Milpitas community, and / or ongoing furnishings and equipment needs of the library.
- **Undesignated Gifts:** Contributions not earmarked for a specific purpose shall be considered based upon the contributor's expressed desire to support the Milpitas Public Library in a manner deemed appropriate by the Milpitas City Council. Undesignated gifts shall be allocated for library-related purchases on an as needed basis. For use of these funds, the LAC shall prepare a report detailing the intended use of a portion or all of the funds for consideration by the Milpitas City Council.
- **Anonymous Gifts:** Donations with the request to remain anonymous shall be considered and honored in the same manner as undesignated gifts. The contributor shall be advised that anonymous gifts shall not be acknowledged in the donor listings.