

1 **AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE SAN MATEO**
2 **COUNTY LIBRARY JOINT POWERS AUTHORITY FOR STAFF AND SERVICES**
3

4 This Agreement is made on _____ 2004, by and between the County of San Mateo
5 ("COUNTY") located at 400 County Center, Redwood City, California, and the San Mateo
6 County Library Joint Powers Authority ("LIBRARY JPA") located at 25 Tower Road, San
7 Mateo, California.
8
9

10 WHEREAS, Library JPA is responsible for operations and policy determination regarding the
11 functioning of the San Mateo County Library System pursuant to a Joint Powers Agreement
12 approved on _____ 2004; and
13

14 WHEREAS, The Joint Powers Agreement provides that County employees shall serve as staff to
15 the Library JPA under a staff services agreement between the County and the Library JPA; and
16

17 WHEREAS, It is in the interests of the public to retain the services of County employees to
18 operate libraries under the purview of the Library JPA because it will minimize costs, disruption
19 to existing staff and provide for a smooth transition to governance of the Library System by the
20 Library JPA.
21

22 NOW THEREFORE, in order to implement the above-described provisions of the Joint Powers
23 Agreement the parties enter into the following agreement:
24
25

26 **1. LIBRARY DIRECTOR**

27 The Library Director (Director) shall be appointed by the County and shall be a County
28 employee. The position classification for the Director shall state that the Director supervises all
29 Library JPA employees and reports to the County with respect to all matters relating to
30 supervision of personnel and other administrative matters handled by or through the County. The
31 position classification shall also state that the Director has a responsibility to implement the
32 provisions of the Joint Powers Agreement in an equitable manner and a reporting responsibility to
33 the Governing Board of the Library JPA with respect to the level of services to be provided by the
34 various branches including hours, materials, programs and policies relating to the use of libraries
35 by the public. The Director shall also have responsibility for reporting to the Governing Board on
36 all financial matters relating to library services and making appropriate recommendations.

37 Any employment recruitment materials or other employment related documentation describing
38 the job duties of the Director shall reference the above and state that while the Director is a
39 County employee, he/she has a reporting responsibility to the Governing Board with respect to
40 the scope and nature of library services and needed plans for the expansion and modification of
41 library services. Such materials shall also state that the Director shall have a reporting
42 responsibility to the County with respect to matters that relate to personnel and administration,
43 including but not limited to training and discipline. The Library Director shall be required to
44 attend such staff meetings and training seminars as the County deems necessary to fulfillment of
45 Director's responsibilities in the areas of personnel and administration.
46

1 **2. OTHER STAFF**

2 This Agreement shall also apply to and cover all existing County positions and employees
3 assigned to the San Mateo County Library, as well as new classifications and employees added
4 during the term of the Agreement.

5
6 **3. SERVICES**

7 County shall provide staff services to operate Library JPA libraries in accordance with the
8 adopted annual budget. Library JPA has jurisdiction over the level of services to be provided to
9 the various branches including hours, materials, programs and policies relating to the use of
10 libraries by the public. The Director shall determine how such services and policies are carried
11 out.

12 **4. DURATION**

13 This Agreement shall have the initial term stipulated in the Joint Powers Agreement and
14 thereafter shall continue from year to year. Either the County or Library JPA may give the other
15 written notice of intent to terminate this Agreement. The termination shall take effect at the close
16 of the fiscal year following the fiscal year in which notice was given. Notice of termination may
17 be withdrawn anytime up to December 31 of the fiscal year in which termination is scheduled to
18 occur. Notwithstanding the above, this Agreement shall also terminate under either of the
19 following circumstances:

- 20 1. On the date that the Joint Powers Agreement terminates; or
21 2. On a specified date no sooner than 6 months after the Governing Board votes to terminate this
22 Agreement, provided that such vote is taken within 90 days of the effective date of a new labor
23 agreement.

24 If this Agreement is terminated in any manner such that the stipulated notice is not provided to
25 the County by the Governing Board, the Library JPA shall remain responsible for all costs
26 associated with employment of Director and Library Staff until such time as the persons holding
27 such positions are terminated from County employment, or are assigned to a position within the
28 County other than the position of Library Director or Library Staff.

29 **5. STATUS OF COUNTY AS EMPLOYER**

30 Except as pertains to contractors engaged by the County, all persons rendering services to the
31 Library JPA shall be County employees. Control of personnel standards of performance,
32 discipline and all other aspects of employment shall be governed by the County. All
33 classification, compensation and employment benefits shall be governed by the County. All labor
34 negotiations, either with represented or unrepresented employees shall be conducted by and under
35 the exclusive direction of the County.

36 In the event County uses contract services to perform one or more of the services provided to
37 Library JPA, the appropriate supervision and inspection of the contractors work will be
38 performed by the County.

39 **6. AUDITS AND INSPECTION**

40 The records and documents with respect to all matters covered by this Agreement shall be subject
41 to inspection, review or audit by each of the parties during the term of the Agreement and for
42 three years after termination, or shorter period as identified by applicable County records
43 retention policy.

1 **7. SUPPORT SERVICES**

2 Library JPA may use County human resources, accounting, payroll, purchasing, facilities
3 maintenance and other support systems when the Library JPA and County agree in writing to
4 such provision. County services will be made available to the Library JPA on the same terms and
5 conditions, including the payment of associated costs, provided to County departments.

6 **8. INDEMNIFICATION**

7
8 Each party agrees to defend, indemnify and save harmless the other, their respective board
9 members, officers, agents and employees, from and against all loss or expense including, but not
10 limited to judgments, settlements, attorney's fees and costs by reason of any and all claims for
11 injuries, damages, penalties or other relief based upon the alleged negligence, or wrongful
12 conduct of a party, or its board members, officers, agents and/or employees, except for the
13 injuries, penalties and damages caused by the sole negligence or wrongful conduct of the party.

14 **9. INSURANCE**

15 Workers compensation and employment liability insurance coverage or self insurance shall be
16 provided by County for Library JPA operations, the costs of which shall be paid from Library
17 JPA revenues. Coverages and limits shall be equivalent to that provided to other County
18 employees. Notwithstanding the above, Library JPA shall indemnify and save harmless County
19 for any amounts County expends within the limits of its self insured retention in defending
20 Library JPA, its Governing Board, officers, agents, and/or employees.

21 **10. ASSIGNMENT / SUBLETTING**

22 Neither the Library JPA nor the County shall transfer or assign, in whole or in part, any or all of
23 their respective rights or obligations under this Agreement without the prior written consent of the
24 other. The County shall not subcontract for the provision of any library services currently
25 provided by Library staff under this Agreement without the prior written consent of the
26 Governing Board. The Library JPA shall not subcontract for the provision of any services
27 assigned to the County under this Agreement without prior written consent of the County.

28 **11. DISPUTE RESOLUTION PROCESS**

29 Disputes between the parties with respect to the relative authority and responsibilities of
30 each shall be referred to the Personnel Committee defined in the Joint Powers
31 Agreement. It shall be the responsibility of this Committee to serve as a forum for
32 dispute resolution resulting from the Staff Services Agreement, or other matters involving
33 services provided to the Library JPA by County staff.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives,
have affixed their hands on the dates indicated below.

Dated: _____ **COUNTY OF SAN MATEO**

ATTEST:

Clerk of the Board

BY _____
President of the Board of Supervisors

Dated: _____ **TOWN OF ATHERTON**

ATTEST:

Clerk of Town Council

BY _____
Mayor

Dated: _____ **CITY OF BELMONT**

ATTEST:

Clerk of City Council

BY _____
Mayor

Dated: _____ **CITY OF BRISBANE**

ATTEST:

Clerk of City Council

BY _____
Mayor

Dated: _____ **CITY OF EAST PALO ALTO**

ATTEST:

Clerk of City Council

BY _____
Mayor

Dated: _____ **CITY OF FOSTER CITY**

ATTEST:

Clerk of City Council

BY _____
Mayor

Dated: _____ **CITY OF HALF MOON BAY**

ATTEST:

Clerk of City Council

BY _____
Mayor

Dated: _____ **CITY OF MILLBRAE**

ATTEST:

Clerk of City Council

BY _____
Mayor

Dated: _____ **CITY OF PACIFICA**

ATTEST:

Clerk of City Council

BY _____
Mayor

Dated: _____ **TOWN OF PORTOLA VALLEY**

ATTEST:

Clerk of Town Council

BY _____
Mayor

Dated: _____ **CITY OF SAN CARLOS**

ATTEST:

Clerk of City Council

BY _____
Mayor

Dated: _____ **TOWN OF WOODSIDE**

ATTEST:

Clerk of Town Council

BY _____
Mayor

1 **FIRST RESTATED JOINT POWERS AGREEMENT BETWEEN THE COUNTY**
2 **OF SAN MATEO AND THE CITIES OF ATHERTON, BELMONT, BRISBANE,**
3 **EAST PALO ALTO, FOSTER CITY, HALF MOON BAY, MILLBRAE,**
4 **PACIFICA, PORTOLA VALLEY, SAN CARLOS, AND WOODSIDE,**
5 **RELATING TO LIBRARY SERVICES**
6

7 This is an agreement between the County of San Mateo and the cities of Atherton,
8 Belmont, Brisbane, East Palo Alto, Foster City, Half Moon Bay, Millbrae, Pacifica,
9 Portola Valley, San Carlos, and Woodside (hereinafter "Parties"), relating to the joint
10 exercise of powers over library services throughout the San Mateo County Library
11 System.

12 **WHEREAS**, the San Mateo County Free Library System (hereinafter the
13 "Library System"), has authority to provide library services within its jurisdiction, and is
14 governed by the San Mateo County Board of Supervisors; and

15 **WHEREAS**, the Parties have independent authority to provide library services
16 within their jurisdictions; and

17 **WHEREAS**, the provision of Library services to the residents of the
18 unincorporated area of the County and to the residents of the other Parties is enhanced
19 and made more efficient by a coordinated program among the public entities who
20 comprise the Library System; and

21 **WHEREAS**, the Joint Powers Law (Government Code '6500 et. seq.) permits
22 public entities, after receiving the prior consent of their respective legislative bodies, to
23 jointly exercise powers common to the contracting parties, including the power to
24 provide for library services; and

25 **WHEREAS**, a Joint Powers Agreement between the parties was approved in
26 1999, and in November 2003 the Library Joint Powers Governing Board ("Governing

1 Board”) recommended that certain changes be made in the original Joint Powers
2 Agreement to clarify the authority of the Governing Board and to make other changes to
3 the nature of the agreement between the parties, as defined in the Joint Powers
4 Agreement; and

5 WHEREAS, this First Restated Joint Powers Agreement replaces the Joint
6 Powers Agreement approved in 1999.

7 NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL
8 PROMISES AND COVENANTS CONTAINED HEREIN, the Parties to this
9 agreement agree as follows:

10 I. Establishment of Library Joint Powers Authority; Purpose of
11 Agreement

12 A. Joint Powers Authority Created

13 The Parties to this Agreement, with the consent of their respective legislative
14 bodies, acting on or before May 30, 2004, hereby join together for the purpose of
15 providing extended library services within their communities and establishing a Library
16 Joint Powers Authority (hereinafter “Library JPA”) to exercise the powers described
17 herein. The Library JPA shall be an entity which is separate from the parties to this
18 Agreement and shall be responsible for the administration of this Agreement. Except as
19 otherwise provided herein, the debts, liabilities and obligations of the Library JPA shall
20 be the debts, liabilities and obligations of the entity and not the debts, liabilities, and
21 obligations of the parties to this Agreement. This Agreement replaces the JPA
22 Agreement approved in 1999. Any debts, liabilities, and obligations assumed by the

1 Parties under the 1999 JPA Agreement remain in full force and effect to the extent they
2 are not inconsistent with the terms and conditions of this Agreement.

3 **B. Purpose and Functions of the Library JPA**

- 4 1. Provide policy direction and governance for the Library System.
- 5 2. Carry out the functions required by this Agreement.
- 6 3. Approve the budget and disposition of revenues for Library
7 System Services.
- 8 4. Approve and oversee the services and programs of the Library System.

9 Subject to the limitations related to the status of the Library System as designated
10 in I.C. below, and subject to the parameters of this Agreement and the agreement for
11 County employees to serve as Library staff, it is the intent of the Parties that the Library
12 JPA shall have full and complete discretion for Library operations and policy.

13 **C. Library JPA Operating Rules and Restrictions - Designation**

14 The Library JPA shall operate under and be governed by the rules and regulations
15 and legal restrictions and requirements applicable to the San Mateo County Free Public
16 Library as established under State Education Code Section 19400.

17 **D. Additional Parties**

18 Additional cities may become Parties to this Agreement on such terms and
19 conditions as may be approved by a majority of the total membership of the Library Joint
20 Powers Governing Board (hereinafter "the Governing Board"). One condition to
21 participation shall be that all Parties and their residents shall have reciprocal access to
22 library facilities, materials and services of all other Parties.

23

1 **E. Terms of Agreement; Termination and Withdrawal**

2 1. This Joint Powers Agreement shall commence upon (1) the date it has
3 been executed by the County and all of those cities which have acted to approve the
4 agreement within the timeframe stipulated in Section I.A., or (2) the date the Staff
5 Services Agreement referred to in Section IV.A., below, is executed by the Governing
6 Board and County, whichever date is later. The Agreement shall continue, uninterrupted,
7 until two-thirds of the members vote to terminate the Agreement, in which case, the
8 Agreement shall terminate on June 30 of the following fiscal year. An individual Party
9 may withdraw from this Agreement upon the giving of written notice by July 1st of its
10 intent to withdraw from the Library JPA effective July 1st of the following fiscal year.
11 For purposes of this JPA, the fiscal year shall run from July 1st of one calendar year to
12 June 30th of the following calendar year. The withdrawal of any Party from this
13 Agreement shall in no way affect the rights and obligations of the remaining Parties. If a
14 Party withdraws from this Agreement, such Party shall not be entitled to the return of any
15 funds contributed to the Library JPA. Such Party shall take on the obligation to provide
16 all library services to its residents. In this eventuality the County shall pay to the
17 withdrawing agency all subsequent library property tax proceeds collected in the
18 withdrawing Party's jurisdiction. At the time of the withdrawal, the Parties may agree
19 to allow the withdrawing party to retain books and other library materials, furniture and
20 equipment obtained by the JPA, on the condition that such property and materials will be
21 used for public library purposes and available to all residents of San Mateo County at no
22 charge.

1 2. In the event a Party fails to make any required contribution as set forth in a
2 budget approved in accordance with Section VI of this Agreement or otherwise fails to
3 approve the budget adopted by the Governing Board, the Party shall not receive services
4 to be paid for by that Party's required contribution.

5 **F. Disposition of Property Upon Termination**

6 Upon termination of this Agreement, any surplus money on hand shall be returned
7 in proportion to the contributions made by the Parties who are still active members at the
8 time of termination. Upon termination, title to all property, including facilities, buildings,
9 materials and equipment owned by a Party upon execution of this Agreement shall
10 remain in the ownership of that Party. All property acquired by the Library JPA during
11 the term of this Agreement shall become the property of the Library System. However, if
12 any Party agrees to ensure that such property and materials will be used for public library
13 purposes and available to all residents of San Mateo County at no charge, then said
14 property and materials shall remain where they are housed at termination.

15 **II. Library Policies**

16 All policies relating to the provision of library services, including hours,
17 organization, staffing levels and type, and other services, shall be determined by the
18 Governing Board, unless specifically delegated to the Operations Committee. Current
19 policies with respect to the Library System shall continue in full force and effect until
20 changed by the Governing Board, or Operations Committee if so delegated by the
21 Governing Board. In addition, the Library System remains subject to State law with
22 respect to libraries, including Education Code section 19146 which vests power to select
23 materials in the County Librarian.

1 **III. Governing Board of Library JPA**

2 **A. Creation of Governing Board; Composition**

3 There is hereby created the Governing Board which shall administer this
4 Agreement. The Governing Board shall be comprised of one representative from each
5 Party, selected by the Party from the elected legislative body of that Party. Each Party
6 may designate one alternative representative who will be a member of that Party's
7 legislative body. The selection process and length of tenure for each Governing Board
8 representative and any alternate shall be determined by the governing body of each Party.
9 Governing Board representatives shall serve without compensation. The policies of the
10 Library System shall be directed by the Governing Board, provided that policies
11 regarding the terms and conditions of employment shall be within the province of the
12 County so long as the County provides the services set forth in any Staff Services
13 Agreement entered into by and between the Library JPA and the Governing Board, as
14 described in Section IV.A., below.

15 **B. Actions of the Governing Board**

16 Actions of the Governing Board shall be taken only if a quorum is in attendance,
17 and shall be effective upon approval of a majority of the members present. A quorum is
18 one more member than half of the total membership. The Governing Board shall select a
19 Chair and Vice-Chair and shall meet at least annually to consider and approve the
20 operating and capital budget of the Library JPA for the next fiscal year and to elect
21 officers. The Board may also hold other special meetings as convened by the Chair.

22

23

1 **C. Powers of Governing Board**

2 1. The Library JPA, through its Governing Board, may acquire, purchase,
3 lease, own or dispose of property and equipment, and make and enter into contracts, as
4 may be required to meet the purposes of this Agreement. It may employ agents and
5 employees, operate public works improvements and facilities, sue and be sued in its own
6 name, incur debt, and invest surplus funds.

7 2. The Governing Board is responsible for establishing policies for the
8 Library JPA in accordance with this Agreement, within the limits of the approved annual
9 budget. The Governing Board shall create, adopt and maintain by-laws and related
10 policies to provide for the conduct of its business.

11 3. The Governing Board shall submit an annual budget for Library Services
12 to the County Board of Supervisors for its approval.

13 4. The Governing Board may delegate any or all of these powers, except the
14 power to sue and be sued and approval of an annual budget, to the Operations Committee
15 or County Library Director for purposes of program development and implementation or
16 policy formulation.

17 **D. Operations Committee**

18 Subject to the direction of the Governing Board, the Operations Committee shall
19 be responsible for administration and oversight of the day to day operations of the
20 Library System, working through the County Library Director. The Operations
21 Committee will be comprised of the Chief Executive Officer of each city which is a
22 Party, or his/her designee, and the representative designated by the County (“County
23 Representative”). Operations Committee Members will serve without consideration of

1 terms or tenure and without additional compensation. The Operations Committee will
2 meet at least quarterly, but may meet more often, upon the call of its Chair, as needed.
3 Actions of the Operations Committee shall be taken only if a quorum is in attendance,
4 and shall be effective upon approval of a majority of the members present. A quorum is
5 one more member than half of the total membership.

6 **E. Notice of Meetings**

7 Notice of the time and place of all regular meetings shall be given in accordance
8 with the Ralph M. Brown Act and shall be posted in all community libraries in the
9 Library System. The Library Director and Governing Board Chair shall be responsible
10 for the preparation and posting of the Board's agenda in compliance with the Brown Act.
11 The Library Director and the Operations Committee Chair shall be responsible for the
12 preparation and posting of the agenda for the Operations Committee in compliance with
13 the Brown Act.

14 **F. Bylaws**

15 The Governing Board shall adopt bylaws necessary to the smooth and successful
16 implementation, administration, and operation of the Library JPA. The bylaws shall
17 become operative upon approval by a majority vote of the Governing Board. The
18 Governing Board may amend the bylaws by a majority vote of the Governing Board.

19 **G. Personnel Committee**

20 1. The Personnel Committee shall consist of: the Governing Board Chair and
21 Vice-Chair; the County Board of Supervisors' member of the Governing Board (if such
22 member is not serving as Chair or Vice-Chair); the County Representative; and the Chair
23 of the Operations Committee (or Vice-Chair if the County Representative is serving as

1 Chair of the Operations Committee).

2 2. The Personnel Committee shall perform the following functions:

3 a. Serve as a forum for dispute resolution resulting from the Staff
4 Services Agreement, or other matters involving services provided
5 to the Library JPA by County staff.

6 b. With input from the full Governing Board, conduct performance
7 reviews of the Library Director and make recommendations to the
8 County as the final authority.

9 c. Initiate and conduct a recruitment and selection process for Library
10 Director, in consultation with the Governing Board. The Personnel
11 Committee will present a list of up to three qualified candidates
12 with a recommendation to the County Representative for final
13 selection and appointment.

14 **IV. Employees**

15 **A. Staff Services Agreement**

16 1. The Library JPA shall contract with the County to provide a Library
17 Director, and may contract with the County to provide other staff services. Such staff
18 shall be subject to the County's labor agreements and personnel rules. All costs of such
19 services shall be paid for from Library JPA funds. The County will consult with the
20 Governing Board regarding any personnel rule changes which impact Library staff. The
21 Library JPA also may contract with any other Party or may employ its own personnel for
22 additional personnel services deemed necessary, provided that any such additional
23 personnel services do not conflict with the Staff Services Agreement, or interfere with the

1 obligations of the County, the Library Director or Library staff employed by County
2 arising out of the employment relationship.

3 2. The Staff Services Agreement with the County shall describe the County's
4 responsibilities for the administration of the policies adopted by the Library JPA
5 Governing Board. The agreement shall also describe the Library Director's
6 administrative responsibilities with the County.

7 3. Provided the Governing Board complies with the notice provisions for
8 termination contained in the Staff Services Agreement, the Library JPA may arrange for
9 staffing services from other sources, or may become the direct employer of Library
10 Services staff. The Governing Board and the County may mutually agree to change,
11 instead of terminating, the Staff Services Agreement.

12 **B. Library Director**

13 1. The Library Director shall be appointed and employed by the County of
14 San Mateo. Unless otherwise designated by the Governing Board and approved by the
15 County Representative, the Library Director shall have the duties and responsibilities of
16 County Librarian as provided for in State law.

17 2. The terms of employment shall be determined by the County and shall be
18 contained in a position classification.

19 3. Under the direction of the Governing Board, the Library Director
20 determines the scope and nature of library services and needed plans for the expansion
21 and modification of library services. The Library Director reports to the County on
22 administrative matters in accordance with the Staff Services Agreement.

1 **V. Support Services**

2 **A. General Support Services**

3 1. The Governing Board may contract to provide other administrative
4 services such as legal, purchasing, payroll, budget and other support services to the
5 Library JPA with the costs of these services paid for from Library JPA funds; provided
6 that the Governing Board may not contract for payroll services or other employee related
7 support services (including, by way of example, classification, compensation,
8 employment benefits, labor negotiations, performance, discipline and workers
9 compensation or assignment matters) provided to any employees covered by the Staff
10 Services Agreement.

11 2. Subject to Agreement with the County, the Governing Board may add
12 other administrative services to the Staff Services Agreement.

13 **B. Treasurer**

14 1. The County Treasurer shall perform the statutory duties required by the
15 Government code for the Library JPA.

16 **C. Controller/Auditor**

17 1. The County Auditor/Controller shall perform the statutory duties required
18 by the Government Code for the Library JPA.

19 2. The Governing Board has the authority to contract for accounting services
20 or to perform them with its own employees.

21 3. The Governing Board has the authority to contract for auditing services.
22 The County shall retain the authority to conduct its own audits of the Library JPA at no
23 cost to the Library JPA.

1 **D. Legal Counsel**

2 The Library JPA shall employ its own Counsel or designate one of its members
3 to provide legal services, with the consent of that member.

4 **VI. Financial Provisions**

5 **A. Annual Budget**

6 1. The Governing Board shall adopt and submit annually to the County
7 Board of Supervisors a budget containing the estimates in detail of the amount of money
8 necessary for the Library Services for the ensuing year, together with an estimate of all
9 revenues other than tax revenues which are anticipated. The Governing Board's proposed
10 budget shall be submitted in a format acceptable to the County and on a schedule as
11 established by the County Manager. The Board of Supervisors, acting on the
12 recommendation of the Governing Board, shall adopt by July 1st of each year an annual
13 operating budget for the Library JPA setting forth anticipated expenses, financing sources
14 and proposed service levels necessary to carry out the purposes of this Agreement.

15 2. The estimate of total expenditures, as finally fixed and adopted by the
16 Board of Supervisors, constitutes the appropriation for the Library Services for the period
17 for which the budget is intended to apply. The Governing Board shall have authority to
18 expend funds within the appropriations for the Library Services as defined in this section,
19 except that the monies specified in the Governing Board's budget for salaries and
20 employee benefits, fixed asset purchases or capital expenditures shall not be exceeded
21 without a transfer or other appropriate augmentation of said budget category as
22 authorized by standard County policies and procedures. The fiscal year for the Library
23 JPA shall be from July 1st of each calendar year to June 30th of the following calendar

1 year. Immediately after approving the annual budget, the Governing Board shall refer the
2 budget to the governing bodies of the Parties for the purposes of securing from them any
3 necessary contributions and/or appropriations as set forth in the budget. Each Party shall
4 deposit its monetary contribution as specified in the adopted budget with the Library JPA
5 Treasurer on or before August 1st of each fiscal year, or at any other schedule approved
6 by the Governing Board and the Party. If a Party fails to pay its annual contribution, it
7 shall not receive services to be paid for by that contribution. Any individual Party may
8 enhance Library services at particular libraries with additional funds contributed by that
9 Party.

10 **B. Revenues**

11 1. The Parties to this agreement hereby reconfirm existing Library System
12 revenue sources and commit to their continuance at their current proportion to the extent
13 permitted by general law. These revenue sources include:

- 14 a. San Mateo County Free Public Library Property Tax
- 15 b. Motor Vehicle in Lieu tax distributed to libraries
- 16 c. Public Library Fund
- 17 d. State and Federal Library Services Act funds
- 18 e. Interest
- 19 f. Other monies which may be appropriated by the State Legislature
20 for the specific benefit of county public libraries

21 2. The Governing Board is authorized to apply directly for grants and
22 donations. All such revenues shall be deposited and accounted for by the Library JPA
23 Treasurer.

1 **C. Library Funds**

2 The revenue derived from taxes or other monies allocated to the County free
3 public library shall be deposited with the County Treasurer as required by State Law and
4 shall be paid out for the purposes authorized in this Agreement. Other monies acquired
5 by gift, devise, bequest, or otherwise by or for Library Services, to the Library JPA, shall
6 be paid into either the County Treasury or other fund maintained by the Library JPA, and
7 shall be paid out for the purposes authorized in this Agreement.

8 **D. Allocation of Property Tax Dollars**

9 Notwithstanding any other provision of this Agreement, for each fiscal year the
10 library service revenue allocated to libraries in each city shall not be less than the
11 estimated library property tax revenue attributable to property located in that city. It shall
12 be the responsibility of the Governing Board to develop a budget which guarantees this
13 provision. In the event that the allocated library service revenue exceeds the amount
14 required to maintain the minimum library service for each city as described in this
15 Agreement, such excess funds shall be spent on library related activities within that city
16 (hereinafter, "Donor City") including, but not limited to, facility maintenance, facility
17 remodeling or expansion, increased service hours, or increased book purchases, as
18 mutually agreed by the Library JPA and the city council of the affected Donor City.

19 **E. Minimum Service Levels**

20 1. The Parties to this agreement agree to minimum service levels as follows,
21 provided revenues are maintained at the 2003-2004 fiscal year level:

22 a. For Parties of less than 10,000 in population, base library service shall be
23 40 hours per week and for Parties of over 10,000 in population, base

1 library service shall be 60 hours per week. The County has agreed to
2 contribute \$275,000 in General Fund monies to support Library operations
3 in 2003-2004. Starting in fiscal year 2004-05, the County may reduce this
4 contribution at its discretion. However, such support shall not be reduced
5 by more than \$91,667 per year; provided that, if the County elects to forgo
6 some or all of the reduction allowed in a given year, the County may add
7 the reduction it elected to forgo to any reduction allowed in a subsequent
8 year.

9 b. Unincorporated area residents are currently served at libraries located in
10 and maintained by City members and operated by the Library JPA or by a
11 City itself. Since the County does not have a discrete library branch it has
12 been the practice of the Governing Board to allocate Library property tax
13 monies collected in the unincorporated areas to fund access agreements
14 with Redwood City and Daly City and to insure minimum service levels at
15 all San Mateo County Library branches. All Parties to this Library JPA
16 recognize that the discretion the Governing Board has with respect to the
17 unincorporated area tax revenues is crucial to the continued functioning of
18 the Library Services and the provision of minimum services to all
19 members.

20 c. The County may from time to time request that the level of service to a
21 particular unincorporated area be examined to insure adequate and
22 comparable service. When such a request is made, Library staff or an
23 independent library consultant working with the Library staff, shall

1 prepare a report, with input from community representatives and other
2 stakeholders identified by the County, objectively comparing service
3 levels on a system wide basis in comparable city areas with that provided
4 to the subject unincorporated areas. The analysis shall take into
5 consideration such factors as community needs, hours of service,
6 collection materials and accessibility, as well as relative population
7 density. To the extent that the unincorporated service level is
8 demonstrably less than that provided to similar incorporated areas on a
9 system-wide basis, the Governing Board shall have an obligation to
10 complete a study of this service deficiency within 12 months, and bring
11 service to a level comparable with other similarly situated areas in
12 member city jurisdictions, within the subsequent 12 months.

13 2. Bookmobile service will continue on the 2003-04 schedule, with minor
14 adjustments to be made by the Library Director as he/she deems appropriate, and with
15 major changes to be approved by the Governing Board.

16 3. Administrative, collection and technical services support will be provided
17 appropriate to each branch's public service hours. Administration and other central
18 services, regional services, access agreement payments to other libraries, collection
19 replacement, and a base service level of 40 or 60 hours per Party will be funded with
20 Library System revenues, subject to the property tax restriction identified in VI (D).

21 4. Each Party may supplement revenues to provide for enhanced services at
22 individual library facilities, but no Party shall be required to make a revenue contribution
23 for additional services beyond the minimum service levels provided for in this agreement.

1 5. In the event that library revenues are not sufficient to provide minimum
2 service levels, the Governing Board shall reduce services as necessary. Service
3 reductions will be implemented with consideration to maintaining services to all areas
4 and populations, while maintaining the revenue allocations specified in Section VI (D).

5 6. Each city has the right to use its allocated library services revenues for
6 facility maintenance costs or library patron services. The service levels defined in this
7 agreement for each city are based on the assumption of responsibility for library facility
8 maintenance and repair as described in Section VII (B). However, notwithstanding the
9 provisions of Section VII (B), each city may elect to accept a reduction in the level of
10 service to which it would otherwise be entitled in return for a corresponding reduction in
11 its obligation for maintenance and repair costs. Such election by a city must be
12 accompanied by a resolution duly adopted by the City Council of said city.

13 **F. Half Moon Bay Facility**

14 In the event the City of Half Moon Bay decides to either replace or significantly
15 remodel and expand the Half Moon Bay Library, the County agrees to contribute 50% of
16 the costs associated with any such replacement or remodeling in recognition that
17 approximately 50% of the population served by the Half Moon Bay Library comes from
18 unincorporated areas. If there is a significant change in the unincorporated area
19 population either by annexation to the City of Half Moon Bay or incorporation of a new
20 city, then the County contribution to the remodel or expansion of the Half Moon Bay
21 Library will be renegotiated by the County and the City of Half Moon Bay. Any budget
22 for such facility construction must be mutually agreed to by the County Board of

1 Supervisors and the Half Moon Bay City Council prior to the County making this
2 contribution.

3 **G. Library Administration Building**

4 1. The Tower Road building is owned by the County and is dedicated for the
5 use of the Library JPA. The building operations costs shall be paid from Library JPA
6 funding sources.

7 2. The Governing Board may investigate and implement building operations
8 and maintenance arrangements independent of the County, in which case the building
9 charges would be adjusted accordingly.

10 **H. Waiver of Property Tax Allocation Fee**

11 The County agrees that it shall waive the imposition of the Property Tax
12 Allocation Fee for Library property tax revenue collected from the unincorporated areas,
13 estimated at \$43,000 in FY 2003-04. The County may reduce this contribution at its
14 discretion; however, this contribution shall not be reduced by more than \$14,333 per
15 year, provided that, if the County elects to forgo some or all of a reduction allowed in a
16 given year, the County may add the reduction it elected to forgo to any reduction allowed
17 in a subsequent year.

18 **VII. Property**

19 A. The materials in the Library collection and all furniture and equipment
20 used for Library services shall be and remain the property of the Library System on
21 termination of this Agreement except as otherwise provided in Section I (E). Insurance
22 for this material is the responsibility of the Library JPA.

23 B. Maintenance, repair and all capital improvements to new and existing city

1 library facilities shall be the responsibility of the facility owner, or pursuant to an
2 agreement approved by the Governing Board and the facility owner.

3 **VIII. Insurance Provisions**

4 A. The County shall add the Library JPA to its existing excess liability
5 insurance coverage and shall maintain such coverage in full force and effect during the
6 life of the Agreement. Coverage and limits shall be equivalent to that provided to
7 Agencies and Departments of the County.

8 B. Unless the parties determine otherwise, County shall provide for the
9 defense of any claims or litigation within the self-insured retention limits set forth in
10 subsection A.

11 C. Any out of pocket expense or loss, by way of judgment or settlement,
12 arising out of the operation of this Agreement, within the limits of the County's self-
13 insured retention shall be paid from the Library JPA funds, including, but not limited to,
14 all costs of defense, including attorneys' fees. Any additional costs incurred by County
15 in adding the Library JPA to its excess liability insurance coverage shall be borne by the
16 Library JPA.

17 **IX. Notices**

18 The Library Director shall file all notices with the Secretary of State as required
19 by Government Code Section 6503.5 and shall be responsible for any other notices
20 required by law.

21 **X. Amendments**

22 This Agreement may be amended by a 2/3rds vote of the Parties to this
23 Agreement. In the event there is a change in law affecting a material term of this

1 Agreement, the Parties agree to engage in good faith negotiations on a successor
2 agreement within 45 days being notified of the change in law.

3 **XI. Authorization and Execution**

4 By the execution of this Agreement, each Party hereby authorizes its respective
5 Chief Elected Official to execute such documents as may be necessary to carry out the
6 terms of this Agreement. This Agreement may be signed in counterparts, each of which
7 shall be deemed an original, and all of which constitute one and the same agreement.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives,
have affixed their hands on the dates indicated below.

Dated: _____ **COUNTY OF SAN MATEO**

ATTEST:

Clerk of the Board

BY _____
President of the Board of Supervisors

Dated: _____ **TOWN OF ATHERTON**

ATTEST:

Clerk of Town Council

BY _____
Mayor

Dated: _____ **CITY OF BELMONT**

ATTEST:

Clerk of City Council

BY _____
Mayor

Dated: _____ **CITY OF BRISBANE**

ATTEST:

Clerk of City Council

BY _____
Mayor

Dated: _____ **CITY OF EAST PALO ALTO**

ATTEST:

Clerk of City Council

BY _____
Mayor

Dated: _____ **CITY OF FOSTER CITY**

ATTEST:

Clerk of City Council

BY _____
Mayor

Dated: _____ **CITY OF HALF MOON BAY**

ATTEST:

Clerk of City Council

BY _____
Mayor

Dated: _____ **CITY OF MILLBRAE**

ATTEST:

Clerk of City Council

BY _____
Mayor

Dated: _____ **CITY OF PACIFICA**

ATTEST:

Clerk of City Council

BY _____
Mayor

Dated: _____ **TOWN OF PORTOLA VALLEY**

ATTEST:

Clerk of Town Council

BY _____
Mayor

Dated: _____ **CITY OF SAN CARLOS**

ATTEST:

Clerk of City Council

BY _____
Mayor

Dated: _____ **TOWN OF WOODSIDE**

ATTEST:

Clerk of Town Council

BY _____
Mayor