

1 AMENDED AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
2 AND THE SAN MATEO COUNTY LIBRARY JOINT POWERS AUTHORITY
3 FOR STAFF AND SERVICES
4

5 This Agreement is made on _____ 2004, by and between the County of San Mateo
6 ("COUNTY") located at 400 County Center, Redwood City, California, and the San Mateo
7 County Library Joint Powers Authority ("LIBRARY JPA") located at 25 Tower Road, San
8 Mateo, California.
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11 WHEREAS, Library JPA is responsible for operations and policy determination regarding the
12 functioning of the San Mateo County Library System pursuant to a Joint Powers Agreement
13 approved on May 30, 2004; and
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15 WHEREAS, The Joint Powers Agreement provides that County employees shall serve as staff to
16 the Library JPA under a staff services agreement between the County and the Library JPA; and
17

18 WHEREAS, It is in the interests of the public to retain the services of County employees to
19 operate libraries under the purview of the Library JPA because it will minimize costs, disruption
20 to existing staff and provide for a smooth transition to governance of the Library System by the
21 Library JPA.
22

23 NOW THEREFORE, in order to implement the above-described provisions of the Joint Powers
24 Agreement the parties enter into the following agreement:
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26

27 **1. LIBRARY DIRECTOR**

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

38 Any employment recruitment materials or other employment related documentation describing
39 the job duties of the Director shall reference the above and state that while the Director is a
40 County employee, he/she has a reporting responsibility to the Governing Board with respect to
41 the scope and nature of library services and needed plans for the expansion and modification of
42 library services. Such materials shall also state that the Director shall have a reporting
43 responsibility to the County with respect to matters that relate to personnel and administration,
44 including but not limited to training and discipline. The Library Director shall be required to
45 attend such staff meetings and training seminars as the County deems necessary to fulfillment of
46 Director's responsibilities in the areas of personnel and administration.
47

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 Either the County or Library JPA may give the other written notice of intent to terminate this
14 Agreement. The termination shall take effect at the close of the fiscal year following the fiscal
15 year in which notice was given. Notice of termination may be withdrawn anytime up to
16 December 31 of the fiscal year in which termination is scheduled to occur. Notwithstanding the
17 above, this Agreement shall also terminate under either of the following circumstances:

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

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

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

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

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

37 **6. AUDITS AND INSPECTION**

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

42 **7. SUPPORT SERVICES**

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

5 **8. INDEMNIFICATION**

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

ATTEST:

Interim Library Director

BY _____
Library JPA Chair

Dated: _____ **COUNTY OF SAN MATEO**

ATTEST:

Clerk of the Board

BY _____
President of the Board of Supervisors