



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**

**DATE:** October 21, 2004

**BOARD MEETING DATE:** November 9, 2004

**TO:** Honorable Board of Supervisors

**FROM:** Marcia Raines, Environmental Services Agency Director *M. Raines*

**SUBJECT:** Agreement between the County of San Mateo and San Mateo County Library Joint Powers Authority (JPA) for Staff and Services

**Recommendation**

Adopt a Resolution approving the revised Agreement for Staff and Services, and authorizing the Environmental Services Agency Director to sign the Agreement.

**Background**

On May 11, 2004, your Board of Supervisors approved the First Restated Library Joint Powers Authority (JPA) Agreement, and a separate Staff and Services Agreement. Subsequently, all members of the JPA approved the First Restated Library Joint Powers Authority Agreement. The Staff and Services Agreement is a new, first-time, separate agreement between the County of San Mateo and the Library Joint Powers Authority. The Staff and Services Agreement was placed on the June 7, 2004, Library Joint Powers Authority Agenda for their consideration and approval.

**Discussion**

The Library Joint Powers Authority made two minor changes to the Staff and Services Agreement; the changes were for clarification and to more accurately express intention of the agreement. Because the Board approved the earlier form of the Agreement, the Board must approve the changes requested by the Joint Powers Authority before it can become effective.

The first change occurs on page 2, #4 Duration. The version your Board approved stated: "This Agreement shall have the initial term stipulated in the Joint Powers Agreement and thereafter shall continue from year to year." The reference to an initial term was deleted.

There is no initial term stipulated in the Restated Joint Powers Agreement. The attached revision stipulates the Agreement is ongoing unless terminated by either party pursuant to the terms of the Agreement.

The second requested change is a minor clarification to paragraph 8, Indemnification, page 3. To clarify that each party will indemnify the other only for the negligence for wrongful conduct of that indemnifying party.

Your Board Representative to the Library Joint Powers Authority was consulted and agreed to these changes prior to the call for the vote, and subsequently voted with the Library Joint Powers Authority to approve the revised Staff and Services Agreement.

**Fiscal Impact**

There is no fiscal impact to the amendment.

**RECOMMENDED**  
*J. Math*  
**COUNTY MANAGER**