



Item No. 13 Town of Atherton

CITY COUNCIL STAFF REPORT – REGULAR AGENDA

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GEORGE RODERICKS, CITY MANAGER

DATE: JULY 18, 2018

SUBJECT: APPROVAL OF THE AMENDED BYLAWS FOR THE SAN MATEO COUNTY LIBRARY JOINT POWERS AUTHORITY AND SECOND AMENDED JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE CITIES OF ATHERTON, BELMONT, BRISBANE, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY, MILLBRAE, PACIFICA, PORTOLA VALLEY, SAN CARLOS, AND WOODSIDE RELATING TO LIBRARY SERVICES

RECOMMENDATION

Approve the attached amended bylaws for the San Mateo County Library Joint Powers Authority; Adopt the Second Amended Joint Powers Agreement; and Authorize the Mayor to Execute the Agreement on behalf of the Town.

BACKGROUND

Originally established by the San Mateo County Board of Supervisors in 1912 as a County Free Public Library, the San Mateo County Library Joint Powers Authority (Library JPA) was established in 1999. The Town of Atherton has been a member of the Library JPA since it formed.

Under the authority of the California County Free Library Law of 1911, County Free Public Libraries are special districts tasked with providing public library service within a defined boundary or service area. The underlying legislation supporting County Free Public Libraries explicitly provides for participation in the levy of a tax for library purposes. The share of property tax collected within the district or service area represents the Library JPA's primary source of funding.

Approximately 283,000 people live within the Library's legal taxing district which covers 351 square miles. The Library JPA ranks high among its peer libraries in the state and is known nationally for its excellence. San Mateo County Libraries delivers high-quality library service in a cost-effective manner through the careful distribution of resources. Internal economies of scale are

achieved because as a system, support activities are centralized and shared. This reduces duplication of service and enables resources to be maximized and directed toward service to the public.

ANALYSIS

The Library JPA is a separate, independent entity with its own Governing Board, consisting of elected officials from each member entity. The Library JPA has an Agreement and Bylaws that outline terms of providing library services for eleven cities (Atherton, Belmont, Brisbane, East Palo Alto, Foster City, Half Moon Bay, Millbrae, Pacifica, Portola Valley, San Carlos, Woodside) and the unincorporated areas of the County. Oversight responsibility, the ability to conduct independent financial affairs, approve budgets, sign contracts, provide policy direction and otherwise influence operations and account for fiscal matters are exercised by the Library JPA Governing Board pursuant to the Library JPA Agreement and Bylaws.

Changes were made to the original Agreement to clarify the authority of the Governing Board and to make other changes to the nature of the agreement between the parties. The Library JPA Governing Board and all members approved this First Restated Library Joint Powers Agreement in 2004.

In 2013, the Library JPA Governing Board recognized the need to further examine and amend the JPA Agreement. A subcommittee was established by the Governing Board in 2014, to develop recommendations that: (1) support the library system in the improvement and expansion of library services that directly impact community members and (2) allow the continued utilization of library revenue to support qualifying JPA members' facility and library related activities.

The Subcommittee consists of members from both the Library JPA Operations Committee (Clay Holstine, Brisbane and Kevin Bryant, Woodside) and Library JPA Governing Board (Maryann Derwin (Chair), Portola Valley; Rick DeGolia, Atherton; Charles Stone, Belmont; Gary Pollard, Foster City; and Carole Groom, San Mateo County) and has worked over the past several years to examine issues and challenges including the allocation of property tax dollars, minimum service hours and lack of clarity in the Agreement's language.

The amended Library JPA Bylaws and Agreement reflect their recommendations including the following significant changes:

- The requirement to amend the Bylaws in Article IX has been changed from a majority vote to two-thirds vote of the Governing Board to be consistent with the Agreement.
- Language has been added to the Bylaws, Article II, and Agreement, Section III, C. to support the formation and association with one or more 501(c)(3) non-profit corporations. The Library Governing Board recently approved the formation of a San Mateo County Libraries Foundation.
- Section VI, D. in the Agreement has been amended to reflect a policy change with respect to restricting library property tax dollars. There are currently three member cities, including

Atherton, Portola Valley and Woodside, where library district property tax exceeds the cost to operate their libraries and is subsequently set aside in trust accounts to be spent on library related activities within that city only. In the amended Agreement, excess library tax funds formerly known as “donor funds” will be split 50/50 after deduction of any activities approved for expenditures within a member city. The updated provision will tentatively take effect in 2021 and be reviewed every three years.

- Section VI, E. in the Agreement regarding base library service hours has been changed from a threshold of 10,000 in population to 6,500.

On February 5, 2018, the Library JPA Governing Board unanimously approved the attached Second Amended Library JPA Agreement and Bylaws. The Agreement is not binding until approved by all members of the Library JPA.

POLICY FOCUS

The main focus of the amended JPA and bylaws with respect to the Town has been Section VI, D – the disposition of excess library tax funds. The Council’s policy discussion should focus on the impact and timing of this section. To the extent that library tax revenues from Atherton exceeds the cost to operate the Atherton library, these excess funds are placed in a trust account and must be spent on library related activities solely within the jurisdiction. In the amended agreement, such excess funds would be split 50/50 with the County *after deduction* of any activities that have been approved for expenditures within a member jurisdiction.

Council Member DeGolia has been serving on the Library JPA as the City Council representative and is prepared to answer questions regarding the JPA Subcommittee discussions and impact of the 50/50 split.

FISCAL IMPACT

None at this time.

COMMISSION/COMMITTEE FEEDBACK/REFERRAL

This item ___ has or X has not been before a Town Committee or Commission.

- ___ Audit/Finance Committee (meets every other month)
- ___ Bicycle/Pedestrian Committee (meets as needed)
- ___ Civic Center Advisory Committee (meets as needed)
- ___ Environmental Programs Committee (meets every other month)
- ___ Park and Recreation Committee (meets each month)
- ___ Planning Commission (meets each month)
- ___ Rail Committee (meets every other month)
- ___ Transportation Committee (meets every other month)
- ___ Tree Committee (meets each month)

ATTACHMENTS

Attachment 1 - Amended Bylaws for the San Mateo County Library Joint Powers Authority

Attachment 2 - Amended Bylaws for the San Mateo County Library Joint Powers Authority [Redline]

Attachment 3 - Second Amended Joint Powers Agreement Between the County of San Mateo and the Cities of Atherton, Belmont, Brisbane, East Palo Alto, Foster City, Half Moon Bay, Millbrae, Pacifica, Portola Valley, San Carlos, and Woodside relating to Library Services

Attachment 4 - Second Amended Joint Powers Agreement Between the County of San Mateo and the Cities of Atherton, Belmont, Brisbane, East Palo Alto, Foster City, Half Moon Bay, Millbrae, Pacifica, Portola Valley, San Carlos, and Woodside relating to Library Services [Redline]

1 AMENDED BYLAWS

2 FOR

3 THE SAN MATEO COUNTY LIBRARY JOINT POWERS AUTHORITY

4
5 The County of San Mateo and certain cities within the County of San Mateo have entered into a
6 Joint Powers Agreement establishing the Library Joint Powers Authority (hereinafter referred to as the
7 “Library JPA”). The Library JPA hereby adopts the following Amended Bylaws for the purpose of
8 providing for the orderly conduct of its affairs.

9 ARTICLE I.

10 NAME.

11 The name of the separate entity established by the Joint Powers Agreement is the “San Mateo
12 County Library Joint Powers Authority” and may be referred to as the “Library JPA.” The Library
13 JPA is charged with the governance of the San Mateo County Free Public Library system pursuant to
14 the Joint Powers Agreement.

15 ARTICLE II.

16 PURPOSES.

17 The Library JPA shall have the purposes established by the Joint Powers Agreement
18 (“Agreement”), including, without limitation: ~~In addition the JPA shall:~~

- 19
20 A. Authorize the submission of applications for federal, state, local, and private grants and
21 approve acceptance of such grants as are received, and allow for the delegation of this
22 responsibility to the Library Director.
23
24 B. Advise the County concerning the job performance of the Library Director and concerning
25 any issues regarding the Staff and Services Agreement between the Library JPA and the
26 County.
27
28 C. Act in an advisory capacity to each City Council and the Board of Supervisors in all matters
29 pertaining to public library services and the services of the library system.
30
31 D. Make appointments to advisory boards and other groups with which the Library JPA is
32 affiliated ~~including the Peninsula Library System Advisory Board.~~
33
34 E. Consult with support groups and citizens on development of private donations, and the
35 development and delivery of library services, and cooperate in the formalization of such
36 groups into one or more affiliated non-profit corporations with tax exempt status.
37
38 F. Accept contributions, or authorize the Library Director to accept contributions, of money or
39 property to the Library system and make appropriations in accordance with any limitations
40 imposed by the contributors on the appropriate distribution and use of such gifts, and the
41 Library JPA budget.
42

1 ARTICLE III.

2 MEMBERS; GOVERNING BOARD.

3 Governing Board membership shall be as established by the ~~Joint Powers~~ Agreement.

4 A. If both the member and the alternate as described in the ~~JPA~~ Agreement will be absent, the
5 City Council or Board of Supervisors may designate a substitute for that meeting and notify the
6 Library JPA, in written notice to the Library Director, of the designation.

7 B. Members are expected to attend all meetings of the Board. A member, or designated
8 representative, who is unable to attend a given meeting, shall give advance notice of his/her
9 inability to attend to the Board Chair or to the Library Director.

10 C. If any member, or designated representative, fails to attend three consecutive meetings, the
11 Chair will notify the City Council or Board of Supervisors to encourage future participation.

12 D. The Governing Board may appoint such committees as may be necessary from time to time.
13 The Governing Board shall appoint a Personnel and Operations Committees in accordance with
14 the ~~Library JPA~~ Agreement.

15 E. Members of the Governing Board and the designated representatives shall comply with
16 State and Federal conflict of interest laws and regulations.

17 ARTICLE IV.

18 OFFICERS.

19 A. The Governing Board will elect a Chair and Vice Chair annually not later than June. Voting
20 shall be public. The Chair and Vice Chair shall be voting members of the Governing Board. New
21 officers shall assume office the first day (July 1) of the next Fiscal Year.

22 B. It shall be the duty of the Governing Board Chair to preside at the meetings of the Governing
23 Board, call special meetings when necessary and to perform other duties as ordinarily pertain to
24 the office of Chair. The Chair shall set the agenda in conjunction with the Library Director and
25 the Operations Committee Chair.

26 C. The Vice Chair shall have all the powers and duties of the Chair in his or her absence.

27 D. The term of office for the Chair and Vice Chair shall commence as stated in paragraph A
28 above, and run for a period of one year. No person shall hold the same office for more than two
29 consecutive terms.

30 E. Nomination for officers shall be made from the floor. Nominations shall be made by voting
31 members of the Governing Board only. Nominations and election of the Chair shall precede
32 nominations and election of the Vice Chair.

33 F. A special election shall be called by the Governing Board if the Chair and/or Vice Chair is
34 unable to serve a full term of office. The newly elected member shall serve the remaining term
35 of that office and this remaining term shall be considered a term in determining consecutive
36 terms.

1 G. All officers shall serve without compensation.

2 H. The Chair or Vice Chair may be removed from office at any time by majority vote of the
3 Governing Board.

4 ARTICLE V.

5 STANDING OPERATIONS COMMITTEES; OFFICERS.

6 A. Operations Committee.

7 1. The Operations Committee will be comprised of the Chief Executive Officer of each city
8 which is a Party, or his/her designee, and the representative designated by County.

9 ~~B.~~ 2. The Operations Committee shall be responsible for advising the Library Director and
10 Library Governing Board on budget and operational issues of the library system.

11 ~~C.~~ 3. The Operations Committee shall elect a Chair and Vice Chair from among its members
12 annually.

13 ~~D.~~ 4. It shall be the duty of the Operations Committee Chair to preside at the meetings of the
14 Operations Committee, call special meetings and set the agenda in conjunction with the Library
15 Director.

16 ~~E.~~ 5. The Operations Committee Vice Chair shall have all the powers and duties of the Chair in
17 his or her absence.

18 ~~F.~~ 6. The term of office for the Operations Committee Chair and Vice Chair shall commence on
19 July 1 and be for a period of one year. No person shall hold the same office for more than two
20 consecutive terms.

21 ~~G.~~ 7. Nomination for officers shall be from the floor. Nominations shall be made by members
22 of the Operations Committee only. Nominations and election of the Chair shall precede
23 nominations and election of the Vice Chair.

24 ~~H.~~ 8. The Operations Committee may appoint ~~such other~~ sub-committees as may be necessary
25 from time to time.

26 B. Personnel Committee.

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

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

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

35 b. With input from the full Governing Board, conduct performance reviews
36

1 of the Library Director and make recommendations to the County as the final authority.

2 c. Initiate and conduct a recruitment and selection process for Library
3 Director, in consultation with the Governing Board.

4 ARTICLE VI.

5 MEETINGS.

6 A. The Governing Board shall establish by resolution the date, time and place for regular Library
7 JPA meetings. The Governing Board may call for or set special meetings as deemed necessary. The
8 Ralph M. Brown Act shall control the notice, agenda, action and open/closed session requirements for
9 Governing Board meetings.

10 ARTICLE VII.

11 CONDUCT OF BUSINESS.

12 A. Except as otherwise provided in these Bylaws, or by a majority vote of those present, Roberts
13 Rules of Order, Revised, shall constitute the parliamentary authority for the Library JPA
14 Governing Board and Operations Committee.

15 B. For all meetings, the Governing Board and Operations Committee may use a consent calendar
16 containing items generally non-controversial in nature. Any Governing Board or Operations
17 Committee member, staff or member of the public may request that an item be taken from the
18 consent calendar and voted on separately.

19 C. The Governing Board agenda order of business may be revised by the Chair with the
20 concurrence of the Board.

21 D. The public shall have an opportunity to speak on any Governing Board agenda item. The
22 Chair, with the concurrence of the Board, may set parameters for the nature and length of any
23 comments.

24 ~~E. Action may be taken on items not appearing on the posted agenda only in compliance with~~
25 ~~provisions of the Ralph M. Brown Act.~~

26 ~~E~~. The Library Director shall prepare or cause to be prepared such reports, studies and
27 recommendations as may be requested by the Board to assist in the conduct of business, including
28 financial reports.

29 ~~G~~. The Library Director shall be responsible for the maintenance of agendas, records of action
30 taken, and other records and files pertaining to Board business.

31 ARTICLE VIII.

32 ADOPTION OF BUDGET; PROCEDURES.

33 Consistent with the Agreement, ~~F~~ the budget for the Library JPA will be adopted annually by the

1 Governing Board. Preliminary study sessions or special meetings will be established by the Chair as
2 needed. Governing Board members may request the Chair to call such sessions or meetings. A
3 preliminary budget shall be prepared by the Library Director and reviewed and approved by the
4 Operations Committee and presented to the Governing Board for approval prior to July 1 each year. A
5 revised final budget shall be prepared and presented to the Governing Board for approval prior to October
6 15 each year.

7 ARTICLE IX.

8 ~~ADOPTION AND AMENDMENT OF BYLAWS.~~

9 ~~A. These Bylaws shall become effective upon affirmative vote of a majority of the Governing~~
10 ~~Board.~~

11 ~~B~~ The Bylaws may be amended by a majority two-thirds vote of the Governing Board. Proposed
12 amendments shall be proposed in writing and distributed to all members at least five (5) days prior to
13 the meeting at which they are to be considered. The Governing Board shall vote on the proposed
14 amendment at the soonest practicable regular meeting date.

15 ARTICLE X.

16 CONFLICT BETWEEN BYLAWS AND JOINT POWERS AGREEMENT

17 ~~A.~~ In the event of a conflict between these Bylaws and the ~~Joint Powers~~ Agreement, the latter
18 shall prevail.

1 AMENDED BYLAWS
2 FOR
3 THE SAN MATEO COUNTY LIBRARY JOINT POWERS AUTHORITY
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 - 25 B. Advise the County concerning the job performance of the Library Director and concerning
26 any issues regarding the Staff and Services Agreement between the Library JPA and the County.
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 - 28 C. Act in an advisory capacity to each City Council and the Board of Supervisors in all matters
29 pertaining to public library services and the services of the library system.
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 - 31 D. Make appointments to advisory boards and other groups with which the Library JPA is
32 affiliated.
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 - 34 E. Consult with support groups and citizens on development of private donations, and the
35 development and delivery of library services, and cooperate in the formalization of such groups
36 into one or more affiliated non-profit corporations with tax exempt status.
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 - 38 F. Accept contributions, or authorize the Library Director to accept contributions, of money or
39 property to the Library system and make appropriations in accordance with any limitations
40 imposed by the contributors on the appropriate distribution and use of such gifts, and the Library
41 JPA budget.
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1 ARTICLE III.

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5 Council or Board of Supervisors may designate a substitute for that meeting and notify the
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7 B. Members are expected to attend all meetings of the Board. A member, or designated
8 representative, who is unable to attend a given meeting, shall give advance notice of his/her
9 inability to attend to the Board Chair or to the Library Director.

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11 Chair will notify the City Council or Board of Supervisors to encourage future participation.

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22 B. It shall be the duty of the Governing Board Chair to preside at the meetings of the Governing
23 Board, call special meetings when necessary and to perform other duties as ordinarily pertain to
24 the office of Chair. The Chair shall set the agenda in conjunction with the Library Director and
25 the Operations Committee Chair.

26 C. The Vice Chair shall have all the powers and duties of the Chair in his or her absence.

27 D. The term of office for the Chair and Vice Chair shall commence as stated in paragraph A
28 above, and run for a period of one year. No person shall hold the same office for more than two
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33 F. A special election shall be called by the Governing Board if the Chair and/or Vice Chair is
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4 ARTICLE V.

5 STANDING COMMITTEES; OFFICERS.

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7 1. The Operations Committee will be comprised of the Chief Executive Officer of each city
8 which is a Party, or his/her designee, and the representative designated by County.

9 2. The Operations Committee shall be responsible for advising the Library Director and
10 Library Governing Board on budget and operational issues of the library system.

11 3. The Operations Committee shall elect a Chair and Vice Chair from among its members
12 annually.

13 4. It shall be the duty of the Operations Committee Chair to preside at the meetings of the
14 Operations Committee, call special meetings and set the agenda in conjunction with the
15 Library Director.

16 5. The Operations Committee Vice Chair shall have all the powers and duties of the Chair in
17 his or her absence.

18 6. The term of office for the Operations Committee Chair and Vice Chair shall commence on
19 July 1 and be for a period of one year. No person shall hold the same office for more than
20 two consecutive terms.

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24 8. The Operations Committee may appoint sub-committees as may be necessary from time to
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31 Committee).

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34 Agreement, or other matters involving services provided to the Library JPA by County
35 staff.
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1 b. With input from the full Governing Board, conduct performance reviews
2 of the Library Director and make recommendations to the County as the final authority.

3 c. Initiate and conduct a recruitment and selection process for Library Director, in
4 consultation with the Governing Board.

5 ARTICLE VI.

6 MEETINGS.

7 The Governing Board shall establish by resolution the date, time and place for regular
8 Library JPA meetings. The Governing Board may call for or set special meetings as deemed
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16 B. For all meetings, the Governing Board and Operations Committee may use a consent calendar
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19 consent calendar and voted on separately.

20 C. The Governing Board agenda order of business may be revised by the Chair with the
21 concurrence of the Board.

22 D. The public shall have an opportunity to speak on any Governing Board agenda item. The
23 Chair, with the concurrence of the Board, may set parameters for the nature and length of any
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25 E. The Library Director shall prepare or cause to be prepared such reports, studies and
26 recommendations as may be requested by the Board to assist in the conduct of business, including
27 financial reports.

28 F. The Library Director shall be responsible for the maintenance of agendas, records of action
29 taken, and other records and files pertaining to Board business.

30 ARTICLE VIII.

31 ADOPTION OF BUDGET; PROCEDURES.

32 Consistent with the Agreement, the budget for the Library JPA will be adopted annually
33 by the Governing Board. Preliminary study sessions or special meetings will be established by
34 the Chair as needed. Governing Board members may request the Chair to call such sessions or

1 meetings. A preliminary budget shall be prepared by the Library Director and reviewed and
2 approved by the Operations Committee and presented to the Governing Board for approval prior
3 to July 1 each year. A revised final budget shall be prepared and presented to the Governing
4 Board for approval prior to October 15 each year.

5 ARTICLE IX.

6 AMENDMENT OF BYLAWS.

7 The Bylaws may be amended by a two-thirds vote of the Governing Board. Proposed
8 amendments shall be proposed in writing and distributed to all members at least five (5) days
9 prior to the meeting at which they are to be considered. The Governing Board shall vote on the
10 proposed amendment at the soonest practicable regular meeting date.

11 ARTICLE X.

12 CONFLICT BETWEEN BYLAWS AND JOINT POWERS AGREEMENT

13 In the event of a conflict between these Bylaws and the Agreement, the latter shall prevail.

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

7 This is an amended 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, Portola Valley,
9 San Carlos, and Woodside (hereinafter “Parties”), relating to the joint exercise of powers over
10 library services throughout the San Mateo County Library System.

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

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

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

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

22 **WHEREAS**, a joint powers agreement between the parties was approved and became
23 effective in 1999 (“the original Library JPA Agreement”); and

24 **WHEREAS**, in 2004 a First Restated Joint Powers Agreement replaced the original
25 Library JPA Agreement (hereinafter, the “2004 Amended Library JPA Agreement”); and

26 **WHEREAS**, the parties to the original Library JPA Agreement and to the 2004 Amended
27 Library JPA Agreement have recognized the need to further amend the 2004 Amended Library

1 JPA Agreement to reflect changes pertaining to the manner in which County tax revenues are
2 allocated to the members; and

3 **WHEREAS**, this Second Amended Library Joint Powers Agreement upon mutual
4 adoption in the manner required by law replaces the 2004 Amended Library JPA Agreement.

5 **NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND**
6 **COVENANTS CONTAINED HEREIN**, the Parties to this agreement agree as follows:

7 **I. Establishment of Library Joint Powers Authority; Purpose of Agreement**

8 **A. Joint Powers Authority Created**

9 The Parties to this Agreement, with the consent of their respective legislative bodies, acting
10 on or before _____-hereby join together for the purpose of providing library services
11 within their communities and establishing a Library Joint Powers Authority (hereinafter “Library
12 JPA”) to exercise the powers described herein. The Library JPA shall be an entity which is
13 separate from the parties to this Agreement and shall be responsible for the administration of this
14 Agreement. Except as otherwise provided herein, the debts, liabilities and obligations of the
15 Library JPA shall be the debts, liabilities and obligations of the entity and not the debts, liabilities,
16 and obligations of the parties to this Agreement. This Agreement replaces the 2004 Amended
17 Library JPA Agreement. Any debts, liabilities, and obligations assumed by the Parties under the
18 2004 Library JPA Agreement remain in full force and effect to the extent they are not inconsistent
19 with the terms and conditions of this Agreement.

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

- 21 1. Provide policy direction and governance for the Library System.
- 22 2. Carry out the functions required by this Agreement.
- 23 3. Approve the budget and disposition of revenues for Library System
24 Services.

1 4. Approve and oversee the services and programs of the Library System.
2 Subject to the limitations related to the status of the Library System as designated in I.C. below,
3 and subject to the parameters of this Agreement and the agreement for County employees to serve
4 as Library staff, it is the intent of the Parties that the Library JPA shall have full and complete
5 discretion for Library operations and policy.

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

7 The Library JPA shall operate under and be governed by the rules and regulations and legal
8 restrictions and requirements applicable to the San Mateo County Free Public Library as
9 established under California Education Code Section 19100 et seq., the joint powers law in
10 Government Code section 6500 et seq., this Agreement and the Bylaws.

11 **D. Additional Parties**

12 Additional cities may become Parties to this Agreement on such terms and conditions as
13 may be approved by a majority of the total membership of the Library Joint Powers Governing
14 Board (hereinafter “the Governing Board”), including, without limitation, the approval by the
15 proposed member's elected council or governing board of this Agreement and the Bylaws of the
16 JPA and that all Parties and their residents shall have reciprocal access to library facilities,
17 materials and services of all other Parties.

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

19 This Second Amended Joint Powers Agreement (hereinafter, occasionally referred to as
20 "this Agreement") shall commence upon (1) the date it has been executed by the County and all of
21 those cities which have acted to approve this Agreement within the timeframe stipulated in Section
22 I.A., or (2) the date the Staff Services Agreement referred to in Section IV.A., below, is executed
23 by the Governing Board and County, whichever date is later. This Agreement shall continue,
24 uninterrupted, until two-thirds of the members vote to terminate it, in which case, it shall terminate
25 on June 30 of the following fiscal year. An individual Party may withdraw from this Agreement

1 upon the giving of written notice by July 1st of its intent to withdraw from the Library JPA effective
2 July 1st of the following fiscal year. For purposes of this JPA, the fiscal year shall run from July
3 1st of one calendar year to June 30th of the following calendar year. The withdrawal of any Party
4 from this Agreement shall in no way affect the rights and obligations of the remaining Parties. If
5 a Party withdraws from this Agreement, such Party shall not be entitled to the return of any
6 property or funds contributed to the Library JPA. By withdrawing a Party shall take on the
7 obligation to provide all library services to its residents. In this eventuality, the County shall pay
8 to the withdrawing agency all subsequent library property tax proceeds collected in the
9 withdrawing Party's jurisdiction. At the time of the withdrawal, the Parties may agree to allow the
10 withdrawing party to retain books and other library materials, furniture and equipment obtained
11 by the JPA, on the condition that such property and materials will be used for public library
12 purposes and available to all residents of San Mateo County at no charge.

13 **F. Disposition of Property Upon Termination and Dissolution**

14 Upon termination of the Agreement, and dissolution, any surplus money on hand shall be
15 returned in proportion to the contributions made by the Parties who are still active members at the
16 time of termination and dissolution. Upon termination, title to all property, including facilities,
17 buildings, materials and equipment owned by a Party upon execution of the Agreement shall
18 remain the property of that Party. All property acquired by the Library JPA during the term of this
19 Agreement shall upon dissolution of the JPA become the property of the Library System.

20 **II. Library Policies**

21 Subject to this Agreement and the Bylaws, all policies relating to the provision of library
22 services, including hours, organization, staffing levels and type, and other services, shall be
23 determined by the Governing Board, unless specifically delegated to the Operations Committee.
24 Current policies with respect to the Library System shall continue in full force and effect until
25 changed by the Agreement, the Bylaws, the Governing Board, or Operations Committee if so

1 delegated by the Governing Board. In addition, the Library System remains subject to State law
2 with respect to libraries, including Education Code section 19146 which vests power to select
3 materials in the County Librarian.

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

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

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

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

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

24

25

1 **C. Powers of Governing Board**

2 1. The Library JPA, through its Governing Board, may acquire, purchase,
3 lease, own or dispose of real and personal property and equipment, and make and enter into
4 contracts, as may be required to meet the purposes of this Agreement. It may employ agents and
5 employees, hire independent contractors, operate public works improvements and facilities, sue
6 and be sued in its own name, incur debt, and invest surplus funds. It is authorized to form and
7 appropriately associate with one or more IRC 501(c)(3) non-profit corporations devoted to
8 developing additional programs and funds for operation of the libraries, and engage in other
9 development activities.

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

14 3. The Governing Board shall submit an annual budget for Library Services to
15 the County Board of Supervisors for its approval. The budget shall describe Library JPA revenues
16 by source and amount, and describe how and for what purposes and what amounts said funds shall
17 be expended. Once the budget is approved by the County, property tax revenues received by the
18 Library JPA shall be its sole property.

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

22 **D. Operations Committee**

23 Subject to this Agreement, the Bylaws, and the direction of the Governing Board, the
24 Operations Committee shall be responsible for administration and oversight of the day to day
25 operations of the Library System, working through the Library Director. The Operations

1 Committee will be comprised of the Chief Executive Officer of each city which is a Party, or
2 his/her designee, and the representative designated by the County (“County Representative”).
3 Operations Committee Members will serve without consideration of terms or tenure and without
4 additional compensation. The Operations Committee will meet at least quarterly, but may meet
5 more often, upon the call of its Chair, as needed. Actions of the Operations Committee shall be
6 taken only if a quorum is in attendance, and shall be effective upon approval of a majority of the
7 members present. A quorum is one more member than half of the total membership.

8 **E. Notice of Meetings**

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

13 **F. Bylaws**

14 The Governing Board shall act to amend its bylaws as deemed necessary to the smooth and
15 successful implementation, administration, and operation of the Library JPA. Amendments to the
16 bylaws shall become operative upon approval by a two-thirds vote of the Governing Board.

17 **G. Personnel Committee**

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

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

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

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

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

10 **IV. Employees**

11 **A. Staff Services Agreement**

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

21 2. The Staff Services Agreement with the County shall describe the County's
22 responsibilities for the administration of the policies adopted by the Library JPA Governing Board.
23 The agreement shall also describe the Library Director's administrative responsibilities with the
24 County.

25 3. Provided the Governing Board complies with the notice provisions for

1 termination contained in the Staff Services Agreement, the Library JPA may arrange for staffing
2 services from other sources, or may become the direct employer of Library Services staff. The
3 Governing Board and the County may mutually agree to change, instead of terminating, the Staff
4 Services Agreement

5 **B. Library Director**

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

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

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

16 **V. Support Services**

17 **A. General Support Services**

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

25 2. Subject to agreement by the County, the Governing Board may add other

1 administrative services to the Staff Services Agreement.

2 **B. Treasurer**

3 1. The County Treasurer shall perform the statutory duties required by the
4 Government Code for the Library JPA. The Library JPA may invest surplus funds outside the
5 County Treasurer.

6 **C. Controller/Auditor**

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

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

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

14 **D. Legal Counsel**

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

17 **VI. Financial Provisions**

18 **A. Annual Budget**

19 1. The Governing Board shall adopt and submit annually to the County Board
20 of Supervisors a budget containing the estimates in detail of the amount of money necessary for
21 the Library Services for the ensuing year, together with an estimate of all revenues other than tax
22 revenues which are anticipated. The Governing Board's proposed budget shall be submitted in a
23 format acceptable to the County and on a schedule as established by the County Manager, with the
24 expectation that the Board of Supervisors, acting on the recommendation of the Governing Board,
25 shall adopt by July 1st of each year an annual operating budget for the Library JPA setting forth

1 anticipated expenses, financing sources and proposed service levels necessary to carry out the
2 purposes of this Agreement.

3 2. The estimate of total expenditures, as finally fixed and adopted by the Board
4 of Supervisors, constitutes the appropriation for the Library Services for the period for which the
5 budget is intended to apply. The Governing Board shall have authority to expend funds within the
6 appropriations for the Library Services as defined in this section, except that the monies specified
7 in the Governing Board's budget for salaries and employee benefits, fixed asset purchases or
8 capital expenditures shall not be exceeded without a transfer or other appropriate augmentation of
9 said budget category as authorized by standard County policies and procedures. The fiscal year for
10 the Library JPA shall be from July 1st of each calendar year to June 30th of the following calendar
11 year. Any individual Party may enhance Library services at particular libraries with additional
12 funds contributed by that Party.

13 **B. Revenues**

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

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

23 2. The Governing Board is authorized to apply directly for grants and
24 donations.

25

1 **C. Library Funds**

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

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

9 1. Notwithstanding any other provision of this Agreement, for each fiscal year
10 the Library service revenue allocated to libraries in each member city shall not be less than the
11 estimated library property tax revenue attributable to property located in that city. Subject to
12 paragraph 2, below, in the event that the allocated library service revenue for a member city
13 exceeds the amount required to maintain the minimum library service for that member, such excess
14 funds shall, after deduction of any activities approved by the Governing Board for library related
15 expenditures within that city, be restricted and held by the JPA for library related activities within
16 that member city including but are not limited to, facility maintenance, facility remodeling or
17 expansion, increased service hours, or increased material and equipment purchases, as mutually
18 agreed by the Library JPA and the city council of that member city.

19 2. In the fiscal year following the completion and opening of the new Atherton
20 Library (tentatively July 1, 2021- June 30, 2022), excess funds, after deduction of any activities
21 approved by the Governing Board for library related expenditures within a member city, shall be
22 split 50%-50% between the Library JPA and the member city to which those excess funds are
23 attributable. This provision shall be reviewed every three years.

1 **E. Minimum Service Levels**

2 1. The Parties to this agreement agree to minimum service levels as follows, provided
3 revenues are maintained at the 2017-18 fiscal year level:

4 a. For Parties of less than 6,500 in population, base library service shall be 40
5 hours per week and for Parties of over 6,500 in population, base library service shall be 60 hours
6 per week.

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

16 2. The Bookmobile and other mobile and outreach services will continue to provide
17 services beyond library facilities and be responsive to community needs.

18 3. Administration and other systemwide support services, regional services, access
19 agreement payments to other libraries, and a base service level of 40 or 60 hours per Party will be
20 funded with 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 individual
22 library facilities, but no Party shall be required to make a revenue contribution for additional
23 services beyond the minimum service levels provided for in this agreement.

24 5. In the event that library revenues are not sufficient to provide minimum service
25 levels, the Governing Board shall reduce services as necessary. Service reductions will be

1 implemented with consideration to maintaining services to all areas and populations, while
2 maintaining the revenue allocations specified in Section VI (D).

3 **F. Library Administration Building**

4 1. The 125 Lessingia 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 funding
6 sources.

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

10 **VII. Property**

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

15 **B.** Maintenance, repair and all capital improvements to new and existing city library
16 facilities shall be the responsibility of the facility owner, or pursuant to an agreement approved by
17 the Governing Board and the facility owner.

18 **VIII. Insurance Provisions**

19 **A.** The County shall add the Library JPA to its existing excess liability insurance
20 coverage and shall maintain such coverage in full force and effect during the life of the Agreement.
21 Coverage and limits shall be equivalent to that provided to Agencies and Departments of the
22 County.

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

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

6 **IX. Notices**

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

9 **X. Amendments**

10 This Agreement may be amended by a two-thirds vote of the Parties to this Agreement. In
11 the event there is a change in law affecting a material term of this Agreement, the Parties agree to
12 engage in good faith negotiations on a successor agreement within 45 days being notified of the
13 change in law.

14 **XI. Authorization and Execution**

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

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

7 This is an amended 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, Portola Valley,
9 San Carlos, and Woodside (hereinafter “Parties”), relating to the joint exercise of powers over
10 library services throughout the San Mateo County Library System.

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

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

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

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

22 **WHEREAS**, a joint powers agreement between the parties was approved and became
23 effective in 1999 (“the original Library JPA Agreement”); and

24 **WHEREAS**, in November 2004 the ~~Library~~ a First Restated Joint Powers Governing
25 Board (“~~Governing Board~~”) recommended that certain changes be made in the original Joint
26 Powers Agreement to clarify the authority of the ~~Governing Board~~ and to make other changes to
27 the nature of the agreement between the parties, as defined in the ~~Joint Powers Agreement~~; and

1 Agreement replaced the original Library JPA Agreement (hereinafter, the "2004 Amended Library
2 JPA Agreement"); and

3 WHEREAS, the parties to the original Library JPA Agreement and to the 2004 Amended
4 Library JPA Agreement have recognized the need to further amend the 2004 Amended Library
5 JPA Agreement to reflect changes pertaining to the manner in which County tax revenues are
6 allocated to the members; and

7 **WHEREAS,** this Second Amended ~~First Restated~~ Library Joint Powers Agreement upon
8 mutual adoption in the manner required by law replaces the 2004 Amended Library JPA
9 Agreement.

10 **NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND**
11 **COVENANTS CONTAINED HEREIN,** the Parties to this agreement agree as follows:

12 **I. Establishment of Library Joint Powers Authority; Purpose of Agreement**

13 **A. Joint Powers Authority Created**

14 The Parties to this Agreement, with the consent of their respective legislative bodies, acting
15 on or before _____ ~~May 30, 2004~~ hereby join together for the purpose of providing
16 ~~extended~~ library services within their communities and establishing a Library Joint Powers
17 Authority (hereinafter "Library JPA") to exercise the powers described herein. The Library JPA
18 shall be an entity which is separate from the parties to this Agreement and shall be responsible for
19 the administration of this Agreement. Except as otherwise provided herein, the debts, liabilities
20 and obligations of the Library JPA shall be the debts, liabilities and obligations of the entity and
21 not the debts, liabilities, and obligations of the parties to this Agreement. This Agreement replaces
22 the 2004 Amended Library JPA Agreement ~~approved in 1999~~. Any debts, liabilities, and
23 obligations assumed by the Parties under the ~~1993~~ 2004 Library JPA Agreement remain in full
24 force and effect to the extent they are not inconsistent with the terms and conditions of this
25 Agreement.

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

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

7 Subject to the limitations related to the status of the Library System as designated in I.C. below,

8 and subject to the parameters of this Agreement and the agreement for County employees to serve

9 as Library staff, it is the intent of the Parties that the Library JPA shall have full and complete

10 discretion for Library operations and policy.

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

12 The Library JPA shall operate under and be governed by the rules and regulations and legal

13 restrictions and requirements applicable to the San Mateo County Free Public Library as

14 established under California State Education Code Section 19400 19100 et seq., the joint powers

15 law in Government Code section 6500 et seq., this Agreement and the Bylaws.

16 **D. Additional Parties**

17 Additional cities may become Parties to this Agreement on such terms and conditions as

18 may be approved by a majority of the total membership of the Library Joint Powers Governing

19 Board (hereinafter “the Governing Board”), including, without limitation, the approval by the

20 proposed member's elected council or governing board of this Agreement and the Bylaws of the

21 JPA and ~~One condition to participation shall be~~ that all Parties and their residents shall have

22 reciprocal access to library facilities, materials and services of all other Parties.

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

24 1. This Second Amended Joint Powers Agreement (hereinafter, occasionally referred

25 to as "this Agreement") shall commence upon (1) the date it has been executed by the County and

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

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

23 **F. Disposition of Property Upon Termination and Dissolution**

24 Upon termination of ~~the~~ this Agreement, and dissolution, any surplus money on hand shall be
25 returned in proportion to the contributions made by the Parties who are still active members at the

1 time of termination and dissolution. Upon termination, title to all property, including facilities,
2 buildings, materials and equipment owned by a Party upon execution of the Agreement shall
3 remain the property of that Party. All property acquired by the Library JPA during the term of this
4 Agreement shall upon dissolution of the JPA become the property of the Library System.
5 ~~However, if any Party agrees to ensure that such property and materials will be used for public~~
6 ~~library purposes and available to all residents of San Mateo County at no charge, then said property~~
7 ~~and materials shall remain where they are situated upon dissolution of the JPA.~~

8 **II. Library Policies**

9 Subject to this Agreement and the Bylaws, all policies relating to the provision of library
10 services, including hours, organization, staffing levels and type, and other services, shall be
11 determined by the Governing Board, unless specifically delegated to the Operations Committee.
12 Current policies with respect to the Library System shall continue in full force and effect until
13 changed by the Agreement, the Bylaws, the Governing Board, or Operations Committee if so
14 delegated by the Governing Board. In addition, the Library System remains subject to State law
15 with respect to libraries, including Education Code section 19146 which vests power to select
16 materials in the County Librarian.

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

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

19 There is hereby created the Governing Board which shall administer this Agreement. The
20 Governing Board shall be comprised of one representative from each Party, selected by the Party
21 from the elected legislative body of that Party. Each Party may designate one alternative
22 representative who will be a member of that Party's legislative body. The selection process and
23 length of tenure for each Governing Board representative and any alternate shall be determined by
24 the governing body of each Party. Governing Board representatives shall serve without
25 compensation. The policies of the Library System shall be directed by the Governing Board,

1 provided that policies regarding the terms and conditions of employment shall be within the
2 province of the County so long as the County provides the services set forth in any Staff Services
3 Agreement entered into by and between the Library JPA and the ~~Governing Board~~ County, as
4 described in Section IV.A., below.

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

6 Actions of the Governing Board shall be taken only if a quorum is in attendance, and shall be
7 effective upon approval of a majority of the members present. A quorum is one more member
8 than half of the total membership. The Governing Board shall select a Chair and Vice-Chair and
9 shall meet at least annually to consider and approve the ~~operating and capital~~ budget of the Library
10 JPA for the next fiscal year, ~~and to elect officers,~~ and conduct any other necessary business. The
11 Board may also hold other special meetings as convened by the Chair.

12 **C. Powers of Governing Board**

13 1. The Library JPA, through its Governing Board, may acquire, purchase,
14 lease, own or dispose of real and personal property and equipment, and make and enter into
15 contracts, as may be required to meet the purposes of this Agreement. It may employ agents and
16 employees, hire independent contractors, operate public works improvements and facilities, sue
17 and be sued in its own name, incur debt, and invest surplus funds. It is authorized to form and
18 appropriately associate with one or more IRC 501(c)(3) non-profit corporations devoted to
19 developing additional programs and funds for operation of the libraries, and engage in other
20 development activities.

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

1 3. The Governing Board shall submit an annual budget for Library Services to
2 the County Board of Supervisors for its approval. The budget shall describe Library JPA revenues
3 by source and amount, and describe how and for what purposes and what amounts said funds shall
4 be expended. Once the budget is approved by the County, property tax revenues received by the
5 Library JPA shall be its sole property.

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

9 **D. Operations Committee**

10 Subject to this Agreement, the Bylaws, and the direction of the Governing Board, the
11 Operations Committee shall be responsible for administration and oversight of the day to day
12 operations of the Library System, working through the ~~County~~ Library Director. The Operations
13 Committee will be comprised of the Chief Executive Officer of each city which is a Party, or
14 his/her designee, and the representative designated by the County (“County Representative”).
15 Operations Committee Members will serve without consideration of terms or tenure and without
16 additional compensation. The Operations Committee will meet at least quarterly, but may meet
17 more often, upon the call of its Chair, as needed. Actions of the Operations Committee shall be
18 taken only if a quorum is in attendance, and shall be effective upon approval of a majority of the
19 members present. A quorum is one more member than half of the total membership.

20 **E. Notice of Meetings**

21 Notice of the time and place and the conduct of all regular meetings shall be ~~given~~ in
22 accordance with the Ralph M. Brown Act and notices shall be posted in all community libraries in
23 the Library System. The Library Director and Governing Board Chair shall be responsible for the
24 preparation and posting of the Board’s agenda in compliance with the Brown Act.

25 **F. Bylaws**

1 The Governing Board shall act to amend its ~~adopt~~-bylaws as deemed necessary to the
2 smooth and successful implementation, administration, and operation of the Library JPA.
3 Amendments to ~~The~~ bylaws shall become operative upon approval by a ~~majority~~ two-thirds vote
4 of the Governing Board. ~~The Governing Board may amend bylaws by a majority vote of the~~
5 ~~Governing Board.~~

6 **G. Personnel Committee**

7 1. The Personnel Committee shall consist of: the Governing Board Chair and
8 Vice-Chair; the County Board of Supervisors' member of the Governing Board (if such member
9 is not serving as Chair or Vice-Chair); the County Representative; and the Chair of the Operations
10 Committee (or Vice-Chair if the County Representative is serving as Chair of the Operations
11 Committee).

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

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

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

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

22 **IV. Employees**

23 **A. Staff Services Agreement**

24 1. The Library JPA shall contract with the County to provide a Library
25 Director, and may contract with the County to provide other staff services. Such staff shall be

1 subject to the County's labor agreements and personnel rules. All costs of such services shall be
2 paid for from Library JPA funds. The County will consult with the Governing Board regarding
3 any personnel rule changes which impact Library staff. The Library JPA also may contract with
4 any other Party or may employ its own personnel for additional personnel services deemed
5 necessary, provided that any such additional personnel services do not conflict with the Staff
6 Services Agreement, or interfere with the obligations of the County, the Library Director or
7 Library staff employed by County arising out of the employment relationship.

8 2. The Staff Services Agreement with the County shall describe the County's
9 responsibilities for the administration of the policies adopted by the Library JPA Governing Board.
10 The agreement shall also describe the Library Director's administrative responsibilities with the
11 County.

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

17 **B. Library Director**

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

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

24 3. Under the direction of the Governing Board, the Library Director
25 determines the scope and nature of library services and needed plans for the expansion and

1 modification of library services. The Library Director reports to the County on administrative
2 matters in accordance with the Staff Services Agreement.

3 **V. Support Services**

4 **A. General Support Services**

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

12 2. Subject to agreement by the County, the Governing Board may add other
13 administrative services to the Staff Services Agreement.

14 **B. Treasurer**

15 1. The County Treasurer shall perform the statutory duties required by the
16 Government Code for the Library JPA. The Library JPA may invest surplus funds outside the
17 County Treasurer.

18 **C. Controller/Auditor**

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

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

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

1 **D. Legal Counsel**

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

15 2. The estimate of total expenditures, as finally fixed and adopted by the Board
16 of Supervisors, constitutes the appropriation for the Library Services for the period for which the
17 budget is intended to apply. The Governing Board shall have authority to expend funds within the
18 appropriations for the Library Services as defined in this section, except that the monies specified
19 in the Governing Board's budget for salaries and employee benefits, fixed asset purchases or
20 capital expenditures shall not be exceeded without a transfer or other appropriate augmentation of
21 said budget category as authorized by standard County policies and procedures. The fiscal year for
22 the Library JPA shall be from July 1st of each calendar year to June 30th of the following calendar
23 year. ~~Immediately after approving the annual budget, the Governing Board shall refer the budget~~
24 ~~to the governing bodies of the Parties for the purposes of securing from them any necessary~~
25 ~~contributions and/or appropriations as set forth in the budget. Each Party shall deposit its monetary~~

1 ~~contribution as specified in the adopted budget with the Library JPA Treasurer on or before August~~
2 ~~1st of each fiscal year, or at any other schedule approved by the Governing Board and the Party.~~
3 ~~If a Party fails to pay its annual contribution, it shall not receive services to be paid for by that~~
4 ~~contribution.~~ Any individual Party may enhance Library services at particular libraries with
5 additional funds contributed by that Party.

6 **B. Revenues**

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

- 10 a. San Mateo County Free Public Library Property Tax
- 11 b. Motor Vehicle in Lieu tax distributed to libraries
- 12 ~~c. Public Library Fund~~
- 13 cd. State and Federal Library Services Act funds
- 14 de. Interest
- 15 ef. Other monies which may be appropriated by the State Legislature
16 for the specific benefit of county public libraries

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

19 **C. Library Funds**

20 The revenue derived from property taxes or other monies allocated to the San Mateo
21 County Free Library shall be deposited with the County Treasurer as required by State Law and
22 shall be paid out to and for the Library JPA for the purposes authorized in this Agreement. Other
23 monies acquired by the Library JPA through donation, by gift, devise, bequest, or otherwise ~~by or~~
24 for Library Services purposes ~~to the Library JPA~~, shall be paid into either the County Treasury or
25 other fund maintained by the Library JPA, and shall be paid out for the purposes authorized in this

1 Agreement.

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

3 1. Notwithstanding any other provision of this Agreement, for each fiscal year
4 the Library service revenue allocated to libraries in each member city shall not be less than the
5 estimated library property tax revenue attributable to property located in that city. ~~It shall be the~~
6 ~~responsibility of the Governing Board to develop a budget which guarantees this provision.~~ Subject
7 to paragraph 2, below, in the event that the allocated library service revenue for a member city
8 exceeds the amount required to maintain the minimum library service for ~~each city as described in~~
9 ~~this Agreement,~~ that member, such excess funds shall, after deduction of any activities approved
10 by the Governing Board for library related expenditures within that city, be ~~spent~~ restricted and
11 held by the JPA for ~~on~~ library related activities within that member city (~~hereinafter, "Donor City"~~)
12 including but are not limited to, facility maintenance, facility remodeling or expansion, increased
13 service hours, or increased ~~book~~ material and equipment purchases, as mutually agreed by the
14 Library JPA and the City Council of that ~~the affected~~ member city ~~Donor City~~.

15 2. In the fiscal year following the completion and opening of the new Atherton
16 Library (tentatively July 1, 2021- June 30, 2022), excess funds, after deduction of any activities
17 approved by the Governing Board for library related expenditures within a member city, shall be
18 split 50%-50% between the Library JPA and the member city to which those excess funds are
19 attributable. This provision shall be reviewed every three years.

20 **E. Minimum Service Levels**

21 1. The Parties to this agreement agree to minimum service levels as follows, provided
22 revenues are maintained at the ~~2003-2004~~ 2017-18 fiscal year level:

23 a. For Parties of less than 6,500 ~~10,000~~ in population, base library service shall
24 be 40 hours per week and for Parties of over 6,500 ~~10,000~~ in population, base library service shall
25 be 60 hours per week. ~~The County has agreed to contribute \$275,000 in General Fund monies to~~

1 ~~support Library operations in 2003-2004. Starting in fiscal year 2004-05, the County may reduce~~
2 ~~this contribution at its discretion. However, such support shall not be reduced by more than~~
3 ~~\$91,667 per year; provided that, if the County elects to forgo some or all of the reduction allowed~~
4 ~~in a given year, the County may add the reduction it elected to forgo to any reduction allowed in a~~
5 ~~subsequent year.~~

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

15 c. ~~The County may from time to time request that the level of service to a~~
16 ~~particular unincorporated area be examined to insure adequate and comparable service. When~~
17 ~~such a request is made, Library staff or an independent library consultant working with the Library~~
18 ~~staff, shall prepare a report, with input from community representatives and other stakeholders~~
19 ~~identified by the County, objectively comparing service levels on a system wide basis in~~
20 ~~comparable city areas with that provided to the subject unincorporated areas. The analysis shall~~
21 ~~take into consideration such factors as community needs, hours of service, collection materials~~
22 ~~and accessibility, as well as relative population density. To the extent that the unincorporated~~
23 ~~service level is demonstrably less than that provided to similar incorporated areas on a system-~~
24 ~~wide basis, the Governing Board shall have an obligation to complete a study of this service~~

1 ~~deficiency within 12 months, and bring service to a level comparable with other similarly situated~~
2 ~~areas in member city jurisdictions, within the subsequent 12 months.~~

3 2. ~~Bookmobile service will continue on the 2003-04 schedule, with minor adjustments~~
4 ~~to be made by the Library Director as he/she deems appropriate, and with major changes to be~~
5 ~~approved by the Governing Board.~~ The Bookmobile and other mobile and outreach services will
6 continue to provide services beyond library facilities and be responsive to community needs.

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

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

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

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

1 city.

2 **F. ~~Half Moon Bay Facility~~**

3 ~~In the event the City of Half Moon Bay decides to either replace or significantly remodel~~
4 ~~and expand the Half Moon Bay Library, the County agrees to contribute 50% of the costs~~
5 ~~associated with any such replacement or remodeling in recognition that approximately 50% of the~~
6 ~~population served by the Half Moon Bay Library comes from unincorporated areas. If there is a~~
7 ~~significant change in the unincorporated area population either by annexation to the City of Half~~
8 ~~Moon Bay or incorporation of a new city, then the County contribution to the remodel or expansion~~
9 ~~of the Half Moon Bay Library will be renegotiated by the County and the City of Half Moon Bay.~~
10 ~~Any budget for such facility construction must be mutually agreed to by the County Board of~~
11 ~~Supervisors and the Half Moon Bay City Council prior to the County making this contribution.~~

12 **F.G. Library Administration Building**

13 1. The ~~Tower Road~~ 125 Lessingia Road building is owned by the County and is
14 dedicated for the use of the Library JPA. The building operations costs shall be paid from Library
15 JPA funding sources.

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

19 **H. ~~Waiver of Property Tax Allocation Fee~~**

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

1 **VII. Property**

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

6 **B.** Maintenance, repair and all capital improvements to new and existing city library
7 facilities shall be the responsibility of the facility owner, or pursuant to an agreement approved by
8 the Governing Board and the facility owner.

9 **VIII. Insurance Provisions**

10 **A.** The County shall add the Library JPA to its existing excess liability insurance
11 coverage and shall maintain such coverage in full force and effect during the life of the Agreement.
12 Coverage and limits shall be equivalent to that provided to Agencies and Departments of the
13 County.

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

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

21 **IX. Notices**

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

24 **X. Amendments**

1 This Agreement may be amended by a ~~2/3rds~~ two-thirds vote of the Parties to this
2 Agreement. In the event there is a change in law affecting a material term of this Agreement, the
3 Parties agree to engage in good faith negotiations on a successor agreement within 45 days being
4 notified of the change in law.

5 **XI. Authorization and Execution**

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