FIRST RESTATE\ntED 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

This is an 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 (hereinafter “Parties”), relating to the joint
everse, the San Mateo County Free Library System (hereinafter the
“Library System”), has authority to provide library services within its jurisdiction, and is
governed by the San Mateo County Board of Supervisors; and
WHEREAS, the Parties have independent authority to provide library services
within their jurisdictions; and
WHEREAS, the provision of Library services to the residents of the
unincorporated area of the County and to the residents of the other Parties is enhanced
and made more efficient by a coordinated program among the public entities who
comprise the Library System; and
WHEREAS, the Joint Powers Law (Government Code § 6500 et. seq.) permits
public entities, after receiving the prior consent of their respective legislative bodies, to
jointly exercise powers common to the contracting parties, including the power to
provide for library services; and
WHEREAS, a Joint Powers Agreement between the parties was approved in
1999, and in November 2003 the Library Joint Powers Governing Board (“Governing
Board”) recommended that certain changes be made in the original Joint Powers Agreement to clarify the authority of the Governing Board and to make other changes to the nature of the agreement between the parties, as defined in the Joint Powers Agreement; and


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

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

A. Joint Powers Authority Created

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

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

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

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

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

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

D. **Additional Parties**

Additional cities may become Parties to this Agreement on such terms and conditions as may be approved by a majority of the total membership of the Library Joint Powers Governing Board (hereinafter “the Governing Board”). One condition to participation shall be that all Parties and their residents shall have reciprocal access to library facilities, materials and services of all other Parties.
E. **Terms of Agreement; Termination and Withdrawal**

1. This Joint Powers Agreement shall commence upon (1) the date it has been executed by the County and all of those cities which have acted to approve the agreement within the timeframe stipulated in Section I.A., or (2) the date the Staff Services Agreement referred to in Section IV.A., below, is executed by the Governing Board and County, whichever date is later. The Agreement shall continue, uninterrupted, until two-thirds of the members vote to terminate the Agreement, in which case, the Agreement shall terminate on June 30 of the following fiscal year. An individual Party may withdraw from this Agreement upon the giving of written notice by July 1st of its intent to withdraw from the Library JPA effective July 1st of the following fiscal year. For purposes of this JPA, the fiscal year shall run from July 1st of one calendar year to June 30th of the following calendar year. The withdrawal of any Party from this Agreement shall in no way affect the rights and obligations of the remaining Parties. If a Party withdraws from this Agreement, such Party shall not be entitled to the return of any funds contributed to the Library JPA. Such Party shall take on the obligation to provide all library services to its residents. In this eventuality the County shall pay to the withdrawing agency all subsequent library property tax proceeds collected in the withdrawing Party’s jurisdiction. At the time of the withdrawal, the Parties may agree to allow the withdrawing party to retain books and other library materials, furniture and equipment obtained by the JPA, on the condition that such property and materials will be used for public library purposes and available to all residents of San Mateo County at no charge.
2. In the event a Party fails to make any required contribution as set forth in a budget approved in accordance with Section VI of this Agreement or otherwise fails to approve the budget adopted by the Governing Board, the Party shall not receive services to be paid for by that Party’s required contribution.

F. Disposition of Property Upon Termination

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

II. Library Policies

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

A. Creation of Governing Board; Composition

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

B. Actions of the Governing Board

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

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

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

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

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

D. **Operations Committee**

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

E. Notice of Meetings

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

F. Bylaws

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

G. Personnel Committee

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

2. The Personnel Committee shall perform the following functions:
   a. Serve as a forum for dispute resolution resulting from the Staff Services Agreement, or other matters involving services provided to the Library JPA by County staff.
   b. With input from the full Governing Board, conduct performance reviews of the Library Director and make recommendations to the County as the final authority.
   c. Initiate and conduct a recruitment and selection process for Library Director, in consultation with the Governing Board. The Personnel Committee will present a list of up to three qualified candidates with a recommendation to the County Representative for final selection and appointment.

IV. Employees

A. Staff Services Agreement

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

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

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

B. Library Director

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

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

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

A. General Support Services

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

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

B. Treasurer

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

C. Controller/Auditor

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

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

3. The Governing Board has the authority to contract for auditing services. The County shall retain the authority to conduct its own audits of the Library JPA at no cost to the Library JPA.
D. **Legal Counsel**

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

VI. **Financial Provisions**

A. **Annual Budget**

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

2. The estimate of total expenditures, as finally fixed and adopted by the Board of Supervisors, constitutes the appropriation for the Library Services for the period for which the budget is intended to apply. The Governing Board shall have authority to expend funds within the appropriations for the Library Services as defined in this section, except that the monies specified in the Governing Board’s budget for salaries and employee benefits, fixed asset purchases or capital expenditures shall not be exceeded without a transfer or other appropriate augmentation of said budget category as authorized by standard County policies and procedures. The fiscal year for the Library JPA shall be from July 1st of each calendar year to June 30th of the following calendar
year. Immediately after approving the annual budget, the Governing Board shall refer the
budget to the governing bodies of the Parties for the purposes of securing from them any
necessary contributions and/or appropriations as set forth in the budget. Each Party shall
deposit its monetary contribution as specified in the adopted budget with the Library JPA
Treasurer on or before August 1st of each fiscal year, or at any other schedule approved
by the Governing Board and the Party. If a Party fails to pay its annual contribution, it
shall not receive services to be paid for by that contribution. Any individual Party may
enhance Library services at particular libraries with additional funds contributed by that
Party.

B. Revenues

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

   a. San Mateo County Free Public Library Property Tax
   b. Motor Vehicle in Lieu tax distributed to libraries
   c. Public Library Fund
   d. State and Federal Library Services Act funds
   e. Interest
   f. Other monies which may be appropriated by the State Legislature

for the specific benefit of county public libraries

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

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

D. **Allocation of Property Tax Dollars**

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

E. **Minimum Service Levels**

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

   a. For Parties of less than 10,000 in population, base library service shall be 40 hours per week and for Parties of over 10,000 in population, base
library service shall be 60 hours per week. The County has agreed to contribute $275,000 in General Fund monies to support Library operations in 2003-2004. Starting in fiscal year 2004-05, the County may reduce this contribution at its discretion. However, such support shall not be reduced by more than $91,667 per year; provided that, if the County elects to forgo some or all of the reduction allowed in a given year, the County may add the reduction it elected to forgo to any reduction allowed in a subsequent year.

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

c. The County may from time to time request that the level of service to a particular unincorporated area be examined to insure adequate and comparable service. When such a request is made, Library staff or an independent library consultant working with the Library staff, shall
prepare a report, with input from community representatives and other
stakeholders identified by the County, objectively comparing service
levels on a system wide basis in comparable city areas with that provided
to the subject unincorporated areas. The analysis shall take into
consideration such factors as community needs, hours of service,
collection materials and accessibility, as well as relative population
density. To the extent that the unincorporated service level is
demonstrably less than that provided to similar incorporated areas on a
system-wide basis, the Governing Board shall have an obligation to
complete a study of this service deficiency within 12 months, and bring
service to a level comparable with other similarly situated areas in
member city jurisdictions, within the subsequent 12 months.

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

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

4. Each Party may supplement revenues to provide for enhanced services at
individual library facilities, but no Party shall be required to make a revenue contribution
for additional services beyond the minimum service levels provided for in this agreement.
5. In the event that library revenues are not sufficient to provide minimum
service levels, the Governing Board shall reduce services as necessary. Service
reductions will be implemented with consideration to maintaining services to all areas
and populations, while maintaining the revenue allocations specified in Section VI (D).

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

F. **Half Moon Bay Facility**

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

G. **Library Administration Building**

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

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

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

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

VII. **Property**

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

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

VIII. **Insurance Provisions**

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

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

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

IX. **Notices**

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

X. **Amendments**

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

XI. **Authorization and Execution**

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