

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

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

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

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 _____-hereby join together for the purpose of providing 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 2004 Amended Library JPA Agreement. Any debts, liabilities, and obligations assumed by the Parties under the 2004 Library 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.

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

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 property or funds contributed to the Library JPA. By withdrawing a 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.

F. Disposition of Property Upon Termination and Dissolution

Upon termination of the Agreement, and dissolution, 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 and dissolution. Upon termination, title to all property, including facilities, buildings, materials and equipment owned by a Party upon execution of the Agreement shall remain the property of that Party. All property acquired by the Library JPA during the term of this Agreement shall upon dissolution of the JPA become the property of the Library System.

II. Library Policies

Subject to this Agreement and the Bylaws, 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 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.

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

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 and the conduct of all regular meetings shall be in accordance with the Ralph M. Brown Act and notices 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.

F. Bylaws

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

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

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. The Library JPA may invest surplus funds outside the County Treasurer.

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, with the expectation that 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

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.

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

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

F. Library Administration Building

1. The 125 Lessingia 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.

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.

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.