
Joint Powers Authority Governing Board

Rick DeGolia, Atherton (Vice Chair)
Charles Stone, Belmont (Chair)
Karen Cunningham, Brisbane
Regina Wallace-Jones, East Palo Alto
Catherine Mahanpour, Foster City
Adam Eisen, Half Moon Bay

Reuben Holober, Millbrae
Mike O'Neill, Pacifica
Maryann Derwin, Portola Valley
Sara McDowell, San Carlos
Carole Groom, San Mateo County
Dick Brown, Woodside

**San Mateo County Libraries Joint Powers Authority
Governing Board Agenda
June 10, 2019, 8:15 a.m.
Library Administration, 125 Lessingia Court, San Mateo**

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| I. | Call To Order | Action |
| II. | Public Comments | Information |
| III. | Consent Agenda | Action |
| | A. Approval of the May 20, 2019 Minutes | |
| | B. Approval of Friends and Foundations Agreements | |
| | C. Approval of Use Authorization and Release of Liability Waivers | |
| | D. FY 2019-20 Proposed Uses of Restricted Library Funds | |
| | E. Director's Report | |
| IV. | Adoption of the FY 2019-20 Recommended Budget | Action |
| V. | Election of Library JPA Governing Board Officers | Action |
| VI. | Governing Board Members Announcements | Information |
| VII. | Adjournment | Action |

**2019 Governing Board Meetings: September 16, November 4
2019 Operations Committee Meetings: September 10, October 29**

If you need special assistance to participate in this meeting, please contact the Library JPA Secretary at (650) 312-8822 at least three working days in advance of the meeting. The Agenda Packet is available online at www.smcl.org.



San Mateo County Libraries Joint Powers Authority
Governing Board Meeting
Minutes of May 20, 2019

Board Members Present:

Rick DeGolia, Atherton (Vice Chair)
Charles Stone, Belmont (Chair)
Karen Cunningham, Brisbane
Catherine Mahanpour, Foster City
Reuben Holoher, Millbrae
Mike O'Neill, Pacifica
Maryann Derwin, Portola Valley
Sara McDowell, San Carlos
Carole Groom, San Mateo County
Dick Brown, Woodside

Staff Present:

Anne-Marie Despain
Nicole Pasini
Carine Risley
Danae Ramirez

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- I. Call to Order. The meeting was called to order at 8:18 a.m.
 - II. Public Comments. None.
 - III. Approval of the February 4, 2019 Minutes. Meeting minutes approved without changes (MSP: O'Neill/Derwin).
 - IV. Introduction to the Recommended Budget FY 2019-20. Director Despain introduced the FY 2019-20 Recommended Budget and provided an overview of the Strategic Goals. Deputy Director Risley highlighted major accomplishments of FY 2018-19 and Deputy Director Pasini highlighted performance data. Financial Services Manager Ramirez gave an overview of the proposed FY 2019-20 Recommended Budget. The Recommended Budget totals \$54,480,391. Total Revenue increased by \$3,236,118 to \$33,186,049. The total operating budget or Net Appropriations is \$36,938,423. Director Despain thanked the Board for their support and guidance and reminded members that this is an information item; approval of the Recommended Budget will be on the June agenda. A discussion ensued. Member O'Neill inquired about the results of the Big Lift program; Member Groom reported that students attending the Big Lift program are better prepared for school than non-attendees, but additional data and results will be available later this year when the first group of kids enters 3rd grade. Member Mahanpour asked how the maker programs are doing; our first Makerspace at Half Moon Bay has been a great success. The type of classes offered range from robotics, science, 3D printing, laser cutters, and sewing. Member McDowell asked if the board had ever discussed transferring some ERAF money to school districts. Chair Stone explained that government entities are not allowed to

make gifts of public funds. Member O'Neill asked about the book delivery program at the Ingrid B. Lacy School. Staff will provide information on services that are provided to schools and students. Member Brown asked whether the library looks at both web-based visits and in-person visits; the library collects both. Member Brown further asked what the library is doing to invite adults to the library. The Library offers a wide range of activities, like adult conversation clubs, author visits and book clubs; maker programs such as painting and sewing classes, computer classes, etc. Staff will provide further information on our services that are designed for adults and seniors.

- V. Director's Report. Director Despain highlighted some of the items in the Director's Report. Conceptual Designs for a new East Palo Alto library are nearly complete and will be presented at a future meeting. The new Half Moon Bay Library has received five prestigious awards since it opened.
- VI. Governing Board Announcements. Vice Chair DeGolia reported that the Town of Atherton had a Groundbreaking Ceremony for the new Civic Center and Library. He thanked library staff for their involvement and contributions to the elegant and innovative design. Member Cunningham shared news about the exciting construction progress of the new Brisbane Library. She has had community members ask about security of the new building. Member Derwin was pleased to be able to interview Congresswoman Jackie Speier at her author event at the Portola Valley Library; she added that the Foundation is making great progress and looking to include more board members with specific skills.
- VII. Adjournment. The meeting adjourned at 9:06 a.m.



To: JPA Governing Board
From: Anne-Marie Despain, Director of Library Services
Raquel España, Development Manager
Date: June 5, 2019
Meeting: June 10, 2019
Re: Approval of Friends and Foundations Agreements

Background

As outlined in the Library Joint Powers Authority Agreement, the Library JPA Governing Board is authorized to form and appropriately associate with one or more Internal Revenue Code 501(c)(3) non-profit corporations devoted to developing additional resources and funds to enhance operations of the libraries and engage in other development activities.

San Mateo County Libraries is fortunate to have the strong support of our ten Friends of the Library organizations who support their local community libraries. Our Friends of the Library groups provided a total of \$200,000 to support local library programs and services last fiscal year. Programs included musical concerts, youth afterschool programs, special events and family activities. The generosity of our Friends allows us to expand popular programs and pilot new creative ideas in local communities.

The Pacifica Library Foundation is a community-led non-profit advocating for an efficient and accessible public library in the City of Pacifica. The Foundation partners with San Mateo County Libraries, the City of Pacifica and the Friends of the Pacifica Library to improve Pacifica's libraries. The focus of the Foundation is to gather support for improving and replacing Pacifica's two library facilities.

The Foundation for San Mateo County Libraries was established in 2018 to complement the work of the Friends and provide additional support for systemwide initiatives. Over the past year, a founding Board of Directors has been recruited, and the Foundation has been formally established as a 501(c)(3) nonprofit. The Foundation's focus is to raise funds for systemwide initiatives, including activities associated with the Makerspace Master Plan and summer learning programs.

Best practice between libraries and their support organizations is to establish a Memorandum of Understanding (MOU) to enhance coordination, communication and accountability between the organizations.

Discussion

San Mateo County Libraries, Friends, and the Foundations are committed to working collaboratively together to enhance library services beyond those that are provided by public funding, and to strengthen the Library JPA through fundraising, advocacy and increasing community awareness and use of our libraries. The recommended MOUs discussed below have been developed in partnership with the Friends and Foundations and reviewed by the Library JPA attorney.

Friends of the Library Memorandum of Understanding

San Mateo County Libraries has benefited from and worked cooperatively with our Friends of the Library organizations for many years. In 2015, the Library JPA entered into a formal agreement with the Friends to better outline our relationship as well as roles and responsibilities relative to each other. Feedback regarding the updated document was requested from all Friends groups and revisions have been incorporated into the attached revised MOU.

Pacifica Library Foundation Memorandum of Understanding

The purpose of this new MOU is to identify the roles and responsibilities of the Pacifica Foundation and Library JPA.

Foundation for San Mateo County Libraries Memorandum of Understanding

In 2018, the Library JPA approved the establishment of a Foundation for San Mateo County Libraries to strengthen and invest in library system programs and initiatives. The purpose of this new MOU is to identify the roles and responsibilities of the Foundation and Library JPA. The Foundation Board approved the MOU in December 2018.

Fiscal Impact

There is no fiscal impact associated with approval of these MOUs.

Recommendation

Recommend Library JPA Governing Board approve the Friends of the Library MOU, the Pacifica Library Foundation MOU, and the Foundation for San Mateo County Libraries MOU. Operations Committee members present at the June 4, 2019, meeting concurred with this recommendation.

Attachments

1. Friends of the Library Memorandum of Understanding
2. Pacifica Library Foundation Memorandum of Understanding
3. Foundation for San Mateo County Libraries Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING BETWEEN
THE SAN MATEO COUNTY LIBRARY JOINT POWERS AUTHORITY AND
THE FRIENDS OF THE ATHERTON LIBRARY, FRIENDS OF THE BELMONT
LIBRARY, FRIENDS OF THE BRISBANE LIBRARY, FRIENDS OF THE FOSTER CITY
LIBRARY, FRIENDS OF THE HALF MOON BAY LIBRARY, FRIENDS OF THE
MILLBRAE LIBRARY, FRIENDS OF THE PACIFICA LIBRARY, FRIENDS OF THE
PORTOLA VALLEY LIBRARY, FRIENDS OF THE SAN CARLOS LIBRARY, AND
FRIENDS OF THE WOODSIDE LIBRARY

This Memorandum of Understanding by and between the San Mateo County Library Joint Powers Authority hereinafter referred to as “LIBRARY”, and the Friends of the Atherton Library, Friends of the Belmont Library, Friends of the Brisbane Library, Friends of the Foster City Library, Friends of the Half Moon Bay Library, Friends of the Millbrae Library, Friends of the Pacifica Library, Friends of the Portola Valley Library, Friends of the San Carlos Library, and Friends of the Woodside Library, hereinafter referred to as “FRIENDS”, each a nonprofit 501 (c)(3) organization, is for the purpose of clarifying the relationship between LIBRARY and FRIENDS as well as roles and responsibilities relative to each other. This Memorandum of Understanding reflects revisions of May 2019; the original MOU was adopted in 2015.

I. GENERAL INFORMATION.

- A. The LIBRARY recognizes the importance of the FRIENDS and works to foster a close relationship.
- B. The primary purpose of the FRIENDS is to promote knowledge of the functions, resources, services and needs of the LIBRARY, and to aid in the development of additional funding for the LIBRARY.
- C. The FRIENDS are a focal point for citizen volunteer activity, an advocate for public library service, and actively raise funds primarily through membership dues, donations, and booksales.

II. OBLIGATIONS OF LIBRARY.

- A. The LIBRARY agrees to share with the FRIENDS the LIBRARY’S strategic initiatives at the beginning of each fiscal year and discuss with the FRIENDS how their resources and support might help forward these initiatives.
- B. The LIBRARY agrees to publicly acknowledge the contributions of the FRIENDS through various means such as in its promotional materials, public meetings, events and reports.
- C. On an annual basis, the LIBRARY shall make a written funding request to the FRIENDS stating the purposes for which funds are being sought. The request shall include a summary outlining the needs and the level of funding support required, as well as a prioritization of those needs. Information reflecting the outcome of supported services and activities will also be provided.
- D. On an annual basis or more frequently as agreed to by the parties, the LIBRARY shall provide a written summary of LIBRARY services and associated costs for activities funded through the FRIENDS in a format approved by both the LIBRARY and the FRIENDS.

- E. Any excess revenue provided by the FRIENDS and held by the LIBRARY in a fiscal year, will be set aside in a specific LIBRARY account and reflected in the written report described in Section II.
- D. The LIBRARY will reflect these surplus funds and apply them to all funding requests as approved by the FRIENDS.
- F. The LIBRARY agrees to provide the FRIENDS with space, as is available, in LIBRARY managed spaces for book storage and sorting in support of its books sales. The FRIENDS will ensure that these areas are kept in a clean and orderly condition and appearance. The availability and use of LIBRARY managed spaces shall be determined at the sole discretion of the LIBRARY.
- G. The LIBRARY reserves the right to refuse any gift or sponsorship that is not in keeping with the LIBRARY'S mission, core values and policies.

III. OBLIGATIONS OF FRIENDS.

- A. During the entire term of this MOU, the FRIENDS shall remain 501(c)(3) status, commonly referred to as non-profit charitable corporations, which are recognized by State and Federal tax authorities as authorized to accept contributions which are deductible from income tax. Upon dissolution or loss of 501(c)(3) status the FRIENDS will notify the LIBRARY and prepare a plan to distribute or transfer all remaining funds and assets.
- B. Fundraising.
 - 1. One of the purposes of the FRIENDS is to engage in fund raising activities to support LIBRARY services. Each fiscal year the FRIENDS shall provide funds to the LIBRARY for the enhancement of LIBRARY services. This funding support will be delivered in full to the LIBRARY no later than June 26 in order to offset the cost of approved services incurred in that fiscal year. Services and their associated costs are understood to include goods, activities and services as agreed upon between the FRIENDS and LIBRARY.
 - 2. Any FRIENDS groups which accept donations of books and other materials and makes them available for sale either through an on-line process or at book sales held on or off LIBRARY property shall be responsible for accepting, organizing and providing these materials for sale, deciding appropriate items to sell and determining the pricing of such items. The LIBRARY will accept and transport donations to the FRIENDS' sorting area during such time as the FRIENDS are not available.
 - 3. The FRIENDS agree to provide the LIBRARY a copy of its annual financial statements.
- C. The FRIENDS agree to follow LIBRARY policies and procedures regarding communication with LIBRARY staff, access to LIBRARY spaces, use of equipment, storage, recycling, fundraising activities and other events while utilizing LIBRARY spaces. The Director of Library Services has sole responsibility for developing and enforcing such policies and procedures.

- D. The FRIENDS agree to include a member from the LIBRARY, as approved by the Director of Library Services, as a non-voting member at all FRIENDS' regularly scheduled board meetings, excluding closed sessions. The LIBRARY will provide the FRIENDS with use of a meeting room on a monthly basis for FRIENDS' board meetings free of charge.
- E. The FRIENDS agree to utilize tracking methods established by the LIBRARY to gather volunteer information. FRIENDS shall be responsible for the conduct of FRIENDS' volunteers. Volunteers that interact with the public on behalf of the LIBRARY will be considered LIBRARY volunteers.

IV. MISCELLANEOUS PROVISIONS.

A. Term of MOU.

1. The term of this MOU shall commence upon execution by each party and shall be reviewed at least once every three years to ensure that it is fulfilling its purpose and to make any necessary revisions.
2. Each party shall have the right to terminate from this MOU at any time upon sixty (60) days' prior written notice of termination.

B. Insurance.

1. The County of San Mateo (COUNTY) agrees to include the FRIENDS as an additional insured under the COUNTY's general liability insurance policy for bodily injury or property damage caused by direct or indirect actions of the insured. The COUNTY further agrees to be responsible for any deductibles for claims or incidents that arise while the insured is acting on behalf of or as required by the LIBRARY. This responsibility applies on the condition that the FRIENDS remain in good standing with the LIBRARY and adhere to the conditions set forth in this MOU. A certificate of insurance and an endorsement naming each FRIENDS group will be provided on an annual basis to the LIBRARY. Copies of the certificate and endorsement are available on request. The LIBRARY is currently responsible for the first \$100,000 of each and every claim. The LIBRARY/COUNTY is responsible for amounts that exceed \$100,000 through a combination of self-insurance and commercial insurance policies procured by the COUNTY.
2. Directors and officers liability insurance is provided, but only for acts, errors or omissions arising out of the course and scope of activities that benefit or support the LIBRARY. No coverage is afforded for any other responsibilities or duties of any person or family member of a director or officer including governance activities required by the individual FRIENDS Board(s) that is not required or requested by the LIBRARY. FRIENDS agree to have their officers fingerprinted through the LIBRARY.

3. The LIBRARY/COUNTY will extend Workers' Compensation and Employer's Liability Insurance coverage to the FRIENDS, its contractors, subcontractors, agents, volunteers or employees for operations or events when providing services as required or requested by the LIBRARY. The workers' compensation will provide statutory limits and will be the sole remedy for any FRIENDS, its contractors, subcontractors, agents, volunteers or employees, or similar in the event of injury or illness arising from acts performed on behalf of or requested by the LIBRARY/COUNTY.
- C. The LIBRARY/COUNTY shall hold harmless, indemnify and defend the FRIENDS, their officers and agents, from and against claims against the FRIENDS which arise from known activities of the FRIENDS conducted for the benefit of the LIBRARY, except where the claim(s) assert(s) the sole negligence or willful misconduct of the FRIENDS, in which case the LIBRARY/COUNTY shall have no indemnity or defense obligation.
- D. This MOU constitutes the entire agreement between the parties hereto with respect to the matters described herein, supersedes any prior agreements or promises regarding such matters, and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered or revised, as necessary, by mutual consent of all parties, by the issuance of a written amendment, signed and dated by all parties.
- E. Unless otherwise specified in the MOU, the LIBRARY'S Director or his/her designee shall be the sole party authorized to act on behalf of the LIBRARY with regard to this MOU. Unless otherwise specified in this MOU, the FRIENDS Presidents, or his/her designees, shall be the sole party authorized to act on behalf of the FRIENDS.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SAN MATEO COUNTY LIBRARY JOINT POWERS AUTHORITY AND
THE PACIFICA LIBRARY FOUNDATION**

This Memorandum of Understanding by and between the San Mateo County Library Joint Powers Authority hereinafter, referred to as “LIBRARY”, and the Pacifica Library Foundation, hereinafter referred to as “FOUNDATION”, a nonprofit 501(c)(3) organization, is for the purpose of clarifying the relationship between LIBRARY and FOUNDATION as well as roles and responsibilities relative to each other.

I. GENERAL INFORMATION

- A. The LIBRARY recognizes the importance of the FOUNDATION and works to foster a close relationship.
- B. The primary purpose of the FOUNDATION is to support the needs of the Pacifica Libraries within the LIBRARY, and to aid in the development of additional funding for the LIBRARY.

II. OBLIGATIONS OF LIBRARY

- A. The LIBRARY agrees to share with the FOUNDATION the LIBRARY’S strategic initiatives and discuss with the FOUNDATION how their resources and support might help forward these initiatives.
- B. The LIBRARY agrees to publicly acknowledge the contributions of the FOUNDATION through various means such as in its promotional materials, public meetings, events and reports.
- C. Any revenue provided by the FOUNDATION and held by the LIBRARY in excess of support for FOUNDATION funded services will be set aside in a LIBRARY approved account.
- D. The LIBRARY reserves the right to refuse any gift or sponsorship that is not in keeping with the LIBRARY’S mission, core values and policies.

III. OBLIGATIONS OF FOUNDATION

- A. During the entire term of this MOU, the FOUNDATION shall remain 501(c)(3) status, commonly referred to as non-profit charitable corporation, which are recognized by State and Federal tax authorities as authorized to accept contributions which are deductible from income tax. Upon dissolution or loss of 501(c)(3) status the FOUNDATION will notify the LIBRARY and prepare a plan to distribute or transfer all remaining funds and assets.
- B. The FOUNDATION agrees to follow LIBRARY policies and procedures regarding communication with LIBRARY staff, access to LIBRARY spaces, use of equipment, storage, recycling, fundraising activities and other events while utilizing LIBRARY spaces.

- C. The Director of Library Services has sole responsibility for developing and enforcing such policies and procedures.
- D. The FOUNDATION agrees to include a member from the LIBRARY, as approved by the Director of Library Services, as a non-voting member at all FOUNDATION regularly scheduled meetings. The LIBRARY will provide the FOUNDATION with use of a meeting room or space for FOUNDATION board meetings free of charge.
- E. The FOUNDATION agrees to provide the LIBRARY a copy of its annual financial statements.
- F. The FOUNDATION agrees to utilize tracking methods established by the LIBRARY to gather volunteer information. The FOUNDATION shall be responsible for the conduct of FOUNDATION volunteers. Volunteers that interact with the public on behalf of the LIBRARY will be considered LIBRARY volunteers and must adhere to LIBRARY policies.

IV. MISCELLANEOUS PROVISIONS

A. Term of MOU.

- 1. The term of this MOU shall commence upon execution by each party and shall be reviewed at least once every three years to ensure that it is fulfilling its purpose and to make any necessary revisions.
- 2. Each party shall have the right to terminate from this MOU at any time upon sixty (60) days' prior written notice of termination.

B. Insurance.

- 1. The LIBRARY agrees to include the FOUNDATION as an additional insured under their general liability insurance policy for bodily injury or property damage caused by direct or indirect actions of the insured. The LIBRARY further agrees to be responsible for any deductibles for claims or incidents that arise while the insured is acting on behalf of or as required by the LIBRARY. This responsibility applies on the condition that the FOUNDATION remain in good standing with the LIBRARY and adhere to the conditions set forth in this MOU. A certificate of insurance and an endorsement will be provided on an annual basis.
- 2. Directors and officers liability insurance will be provided to FOUNDATION by LIBRARY, but only for acts, errors or omissions arising out of the course and scope of FOUNDATION activities that benefit or support the LIBRARY. No coverage is afforded for any other responsibilities or duties of any person or family member of a director or officer including for governance activities required by the individual FOUNDATION Board that is not required or requested by the LIBRARY.

- C. The LIBRARY will extend its workers compensation and employers liability coverage to the FOUNDATION, its contractors, subcontractors, agents, volunteers or employees, for operations or events when providing services as required or requested by the LIBRARY. The workers' compensation will provide statutory limits and will be the sole remedy for any FOUNDATION contractor, subcontractor, agent, volunteer or employee, or similar in the event of injury or illness arising from acts performed on behalf of or requested by the LIBRARY.
- D. The LIBRARY/COUNTY shall hold harmless, indemnify and defend the FOUNDATION, their officers and agents, from and against claims against the FOUNDATION which arise from known activities of the FOUNDATION conducted for the benefit of the LIBRARY, except where the claim(s) assert(s) the sole negligence or willful misconduct of the FOUNDATION, in which case the LIBRARY/COUNTY shall have no indemnity or defense obligation.
- E. This MOU constitutes the entire agreement between the parties hereto with respect to the matters described herein, supersedes any prior agreements or promises regarding such matters, and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered or revised, as necessary, by mutual consent of all parties, by the issuance of a written amendment, signed and dated by all parties.
- F. Unless otherwise specified in the MOU, the LIBRARY'S Director or his/her designee shall be the sole party authorized to act on behalf of the LIBRARY with regard to this MOU. Unless otherwise specified in this MOU, the FOUNDATON president, or his/her designees, shall be the sole party authorized to act on behalf of the FOUNDATION.

MEMORANDUM OF UNDERSTANDING BETWEEN
THE SAN MATEO COUNTY LIBRARY JOINT POWERS AUTHORITY AND THE
FOUNDATION FOR SAN MATEO COUNTY LIBRARIES

This Memorandum of Understanding by and between the San Mateo County Library Joint Powers Authority (hereinafter, referred to as “LIBRARY”), and the Foundation for San Mateo County Libraries, Inc., a forming nonprofit 501 (c)(3) organization (hereinafter, referred to as “FOUNDATION”), for the purpose of clarifying the relationship between LIBRARY and FOUNDATION as well as roles and responsibilities relative to each other.

I. GENERAL INFORMATION

1. The FOUNDATION was approved by the Library JPA Governing Board and formed in 2018 to benefit the programs and services of the LIBRARY.
2. The primary purpose of the FOUNDATION is to develop additional funding for the LIBRARY and promote knowledge of the services, resources, and needs of the LIBRARY.
3. The LIBRARY provided and will continue to provide assistance to the FOUNDATION to facilitate its operation and the fulfillment of its stated mission.

II. AGREEMENTS

NOW, THEREFORE, the LIBRARY and the FOUNDATION agree as follows, subject to the continued approval of sufficient funding for these purposes by the LIBRARY:

A. OPERATIONS

1. Office space. The LIBRARY will furnish office space at: 125 Lessingia Court, San Mateo, CA 94402 sufficient to operate the FOUNDATION. The FOUNDATION will comply with LIBRARY policies in its usage of such space.
2. Computer usage; office equipment; FOUNDATION website. The LIBRARY will furnish the FOUNDATION a computer, basic IT services, telephones and reasonable usage of office equipment, such as printer, scanner and copier. The LIBRARY will also provide the FOUNDATION website initial set-up with the understanding that the FOUNDATION will be responsible for maintaining changes and updates.
3. Marketing and Communication. The LIBRARY will assist the FOUNDATION with marketing and communication support, as needed.
4. Personnel. The LIBRARY will employ a Director on behalf of the FOUNDATION. The parties acknowledge that the FOUNDATION’s Director will be a county employee subject to the policies of the county’s Human Resources department, including those pertaining to compensation. In accordance with county policy, the Director of Library Services will supervise the Director, who shall direct the operations of the FOUNDATION in consultation with the FOUNDATION’s board of directors.

5. Charges. In recognition of the support provided to the LIBRARY by the FOUNDATION, the LIBRARY will not charge the FOUNDATION rent for the office space it provides pursuant to section 1.0 or for the services described in sections 2.0 through 4.0 of this Agreement. The FOUNDATION will be responsible for operating expenses relating to fundraising activities, including the costs of advertising, postage, large copy jobs, and consumable office supplies used in those activities, including pens, presentation folders, notebooks, card stock, and printing costs.

III. FOUNDATION RESPONSIBILITIES

1. Board of Directors. In compliance with its bylaws, the FOUNDATION will recruit sufficient Board members to conduct its activities and to fulfill the organization's mission.
2. Compliance with legal and regulatory requirements. The FOUNDATION will engage in an annual audit and prepare necessary government reports at its own expense, including Form 990. The FOUNDATION Board will comply with the FOUNDATION's articles of organization, bylaws, and applicable federal and state laws and regulations. The FOUNDATION Director will consult with the Director of Library Services on all matters pertaining to such compliance.

IV. FUNDRAISING AND GRANTMAKING

1. Restricted, unrestricted and endowment gifts. All restricted gifts made by donors to the FOUNDATION and all gifts made to the FOUNDATION's endowment by donors, unless otherwise specified in writing by the donor, will be gifts to LIBRARY, but will be retained and managed by the FOUNDATION subject to the terms hereof. The following provisions shall apply to such gifts made to the LIBRARY:
 - a. Statutory obligations with respect to gifts made to the LIBRARY. Pursuant to the Gift and Donation Policy adopted by the LIBRARY JPA Governing Board, the following powers and duties with respect to gifts made to the LIBRARY:
 - i. Unrestricted gifts of cash are gratefully accepted and processed through the FOUNDATION.
 - ii. All restricted monetary gifts will be processed through the FOUNDATION on behalf of the LIBRARY. Restricted gifts of cash are accepted based on the guidelines in the policy will be designated to a specific library or approved project area.
 - iii. The LIBRARY reserves the right to refuse any gift, and to direct the FOUNDATION to refuse any gift.
 - b. Unrestricted gifts made to the LIBRARY. In those instances, in which a donor has made an unrestricted gift to the LIBRARY, meaning a gift on which the donor has imposed no conditions or restrictions as to use, the provisions of this subsection 1.a.i shall apply. LIBRARY JPA Governing Board has determined that it will best serve the interests of the LIBRARY for unrestricted gifts to be held, invested and reinvested by the FOUNDATION, subject to appropriate safeguards and agreements to be put into place by the Director of Library Services and the FOUNDATION's Director, or, in the absence of a Director, the FOUNDATION's President. The LIBRARY agrees to notify the FOUNDATION, through its Director, or, in the absence of an Director, the FOUNDATION's President, when it has

- c. received and accepted an unrestricted gift. The parties agree that the Director of Library Services and the FOUNDATION's Director, or, in the absence of an Director, the FOUNDATION's President, are authorized to implement safeguards and agreements with respect to the placement of such gifts with the FOUNDATION. Without limiting such safeguards and agreements that might be implemented, the parties acknowledge that such safeguards and agreements, where necessary, should address concerns related to receipt and refunding agreements imposed by trustees, fiduciary duties of the FOUNDATION, adherence to tax laws and regulations, liability exposures, unforeseen tax liability, and auditing requirements.
- d. Restricted gifts made to the LIBRARY. All gifts restricted for a specific library service will be initially authorized by the Director of Library Services, subject to LIBRARY JPA Governing Board when required under LIBRARY policies, and then accepted by the FOUNDATION. The FOUNDATION agrees to administer such gifts in accordance with the restrictions imposed by the donor or donors.
- e. Management of funds for benefit of LIBRARY. The FOUNDATION Board of Directors and Director will manage the proceeds of the FOUNDATION, ensuring that all funds not needed for operating expenses and budgeted appropriations are used to further the mission of the FOUNDATION in support of the LIBRARY. The parties agree that the FOUNDATION will contract with an Investment Group for investment and reporting services relating to all such funds.
- f. Grant requests. Any grant funding request by LIBRARY for unrestricted FOUNDATION funds shall be presented in writing by the Director of Library Services to the FOUNDATION. The FOUNDATION will process the request following the FOUNDATION's procedure for grant requests, with the FOUNDATION Board of Directors having full authority to accept or deny the grant request.
- g. Annual disbursement to the LIBRARY. The FOUNDATION shall raise and continue to raise, funds to supplement the LIBRARY needs. The FOUNDATION Board will on an annual basis approve a disbursement to LIBRARY from the available funds for use.
- h. Gifts from Friends of the Library. When the FOUNDATION receives gifts and donations from the Friends of the Libraries, it shall separately account for such funds, and disburse the same in accordance with the instructions of the Friends for the community library benefit after approval by LIBRARY Director.

V. MISCELLANEOUS PROVISIONS

1. Terms of MOU.

- a. The term of this MOU shall commence upon execution by each party and shall be reviewed at least once every three years to ensure that it is fulfilling its purpose and to make any necessary revisions.
- b. Each party shall have the right to terminate this MOU at any time upon sixty (60) days' prior written notice of termination.

2. Insurance.

- a. The LIBRARY agrees to include the FOUNDATION as an additional insured under their general liability insurance policy for bodily injury or property damage caused by direct or indirect actions of the insured. The LIBRARY further agrees to be responsible for any deductibles for claims or incidents that arise while the insured is acting on behalf of or as required by the LIBRARY. This responsibility applies on the condition that the FOUNDATION remain in good standing with the LIBRARY and adhere to the conditions set forth in this MOU. A certificate of insurance and an endorsement will be provided on an annual basis.
 - b. Directors and officers liability insurance will be provided to FOUNDATION by LIBRARY, but only for acts, errors or omissions arising out of the course and scope of FOUNDATION activities that benefit or support the LIBRARY. No coverage is afforded for any other responsibilities or duties of any person or family member of a director or officer including for governance activities required by the individual FOUNDATION Board that is not required or requested by the LIBRARY.
3. The LIBRARY will extend its workers compensation and employers liability coverage to the FOUNDATION, its contractors, subcontractors, agents, volunteers or employees, for operations or events when providing services as required or requested by the LIBRARY. The workers' compensation will provide statutory limits and will be the sole remedy for any FOUNDATION contractor, subcontractor, agent, volunteer or employee, or similar in the event of injury or illness arising from acts performed on behalf of or requested by the LIBRARY.
 4. The LIBRARY shall hold harmless, indemnify and defend the FOUNDATION, its officers, directors and agents, from and against claims against the FOUNDATION which arise from known activities of the FOUNDATION conducted for the benefit of the LIBRARY, except where the claim(s) assert(s) the sole negligence or willful misconduct of the FOUNDATION, in which case the LIBRARY shall have no indemnity or defense obligation.
 5. This MOU constitutes the entire agreement between the parties hereto with respect to the matters described herein, supersedes any prior agreements or promises on such matters, and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered or revised, as necessary, by mutual consent of all parties, by the issuance of a written amendment, signed and dated by all parties.
 6. Unless otherwise specified in the MOU, the Director of Library Services or his/her designee shall be the sole party authorized to act on behalf of the LIBRARY with regard to this MOU. Unless otherwise specified in this MOU, the FOUNDATION President, or his/her designees, shall be the sole party authorized to act on behalf of the FOUNDATION.



To: JPA Governing Board
From: Anne-Marie Despain, Director of Library Services
Nicole Pasini, Deputy Director of Library Services
Date: June 5, 2019
Meeting: June 10, 2019
Re: Approval of Use Authorization and Release of Liability Waivers

Background

In September 2017, the Library JPA Governing Board approved the Makerspace Master Plan, our roadmap to ignite growth, nurture curiosity and create a cohesive approach to maker programs, resources and spaces. The plan includes programming guidelines that recommend a variety of types of learning experiences that are intended to appeal to a wide range of visitors with different interests, and entry points. Most of the recommended learning experiences were in line with current practices (*Start with a Book*, *Outdoor Experience*, etc.); others presented opportunities for the library to expand services (*Do-It-Yourself* and *Take Home*). There are several current opportunities to implement these portions of our Makerspace Master Plan.

The *Do-It-Yourself* experience gives patrons access to maker equipment outside of library programs and direct staff oversight. The Half Moon Bay Makerspace has hosted hundreds of patrons since opening with school visits, Tech Talks, Social Sewing, Fix-It Clinics, and more. The overwhelming success of this Makerspace has created demand for flexible, drop-in access to our equipment so that patrons can spend more time working on projects and learning by doing.

The *Take Home* experience consists of checking out equipment and kits so learning and making can continue at home. We have already experimented with a variety of nontraditional circulating collections, including ukuleles, WiFi Hotspots, GoPro cameras, and hiking kits. Two recent Pitch It projects fit into this model, *Library Bicycles for Check Out* and *Sew It: Maker Tech to Go*, which will pilot checking out bicycles and sewing machines respectively. The Pitch It program supports staff engagement and development by giving staff a platform to present their innovative ideas for programs and services, and by allowing all staff to vote for their favorite idea to be funded and implemented.

To support these experiences and expand patron access to equipment at the Half Moon Bay Makerspace and at future makerspaces in Atherton, Belmont, Brisbane, Foster City, and Millbrae, we are developing public user safety guidelines, training videos and classes for specialized equipment, and introducing user liability waivers.

Discussion

San Mateo County Libraries is deeply committed to creating a community of learners. Our maker initiative strives to provide broad access to enriching opportunities and the tools needed for people to make, explore, and tinker. In reviewing the practices of other makerspaces and libraries doing similar work, staff have found that liability waivers are an important tool in communicating and mitigating risk. It is recommended that waivers be implemented for anyone wishing to utilize equipment unsupervised in our makerspaces and/or checkout equipment for personal use. Children under 18 must have the waiver completed by a parent or guardian.

The waivers discussed below have been reviewed and approved by the Library JPA attorney and reviewed by the County of San Mateo's Risk Manager:

Makerspace Equipment Use Authorization and Release of Liability

This waiver will allow library patrons to access our Makerspaces outside of library programs and classes and without staff oversight. Patrons will only be allowed to use equipment they have been trained on previously.

Circulating Equipment Use Authorization and Release of Liability

This waiver will allow library patrons to checkout equipment for personal use. This waiver will not be implemented for existing circulating collections (ukuleles, etc.), and will be used for proposed collections, such as sewing machines, that carry increased risk.

Bicycle Use Authorization and Release of Liability

This waiver will allow patrons to checkout bicycles, as part of a pilot program at the Belmont Library. Bicycles pose a higher level of risk, and that is reflected in the waiver.

Fiscal Impact

There is no fiscal impact associated with approving the use of waivers.

Recommendation

Recommend Library JPA Governing Board approve the Use Authorization and Release of Liability waivers and authorize library staff to develop additional equipment- specific waivers as needed. Operations Committee members present at the June 4, 2019, meeting concurred with this recommendation.

Attachments

1. Makerspace Equipment Use Authorization and Release of Liability
2. Circulating Equipment Use Authorization and Release of Liability
3. Bicycle Use Authorization and Release of Liability

Makerspace Equipment Use Authorization and Release of Liability

I, _____, wish to use the San Mateo County Libraries ("Library") Makerspace for my own personal use, for a maximum of ninety (90) days commencing on the date I sign this form. I am at least 18 years old. Library is willing to authorize my use of its Makerspace if I confirm and agree to the following terms:

1. I am sufficiently trained on use of, and familiar with, the equipment in the Makerspace to safely use it. I will not use equipment in the Makerspace that I have not completed Library training on use of in advance. I understand that my use will not be supervised by the Library. I will inspect all equipment prior to using it, and if I believe that it is not operating properly I will immediately report this to Library staff, and refrain from further use of the equipment until it is repaired.
2. I understand that the Library does not warranty or guarantee the safety of the equipment in the Makerspace. I will exercise reasonable care during use of the equipment.
3. I will use the equipment for my own purposes and will not lend it to others.
4. My use of the equipment will involve risks to me of personal injury and damage to property. I assume all such risks. I release Library, its officers and employees, from any liability to me or my estate should my use of the machine result in my personal injury or damage/destruction of my property; and I waive and promise not to bring any such claim or suit against Library, its officers or employees.
5. My use of the machine may involve risks to third persons, whom I might injure, or whose property I might damage. I will defend, indemnify and hold Library, its officers and employee, harmless, in the event my use of the bicycle leads to a third person's claim.
6. I will cease use of the Makerspace at the noted time, free of damage, normal wear and tear excepted.

I FULLY CONFIRM AND AGREE TO ALL OF THE ABOVE TERMS.

SIGNATURE OF USER

DATE

LIBRARY AUTHORIZATION: Based upon her/his execution of this Use Authorization and Release form including release of liability and agreement to indemnify, Library hereby authorizes the above signed person to use Library's Makerspace for up to 90 days from the date of execution.

Circulating Equipment Use Authorization and Release of Liability

I, _____, wish to use a San Mateo County Libraries ("Library") owned [circulating equipment], for my own personal use, for a maximum of ninety (90) days commencing on the date I sign this form. I am at least 18 years old. Library is willing to authorize my use of its [circulating equipment] if I confirm and agree to the following terms:

1. I am sufficiently trained on use of, and familiar with the equipment to safely use it. I understand that my use will not be supervised by the Library. I will inspect the machine prior to using it, and if I believe that it is not operating properly, I will immediately report this to Library staff, and refrain from further use of the machine until it is repaired.
2. I understand that the Library does not warranty or guarantee the safety of the equipment. I will exercise reasonable care during use of the [circulating equipment].
3. I will use the equipment for my own purposes and will not lend it to others.
4. My use of the equipment could involve risks to me of personal injury, death and damage to property. I assume all such risks. I release the Library, its officers and employees, from any liability to me or my estate should my use of the machine result in my personal injury, or damage/destruction of my property; and I waive and promise not to bring any such claim or suit against the Library, its officers or employees.
5. My use of the equipment may involve risks to third persons, whom I might injure, or whose property I might damage. I will defend, indemnify and hold the Library, its officers and employee, harmless, in the event my use of the bicycle leads to a third person's claim.
6. I will return the machine to Library at the noted time, free of damage, normal wear and tear excepted.

I FULLY CONFIRM AND AGREE TO ALL OF THE ABOVE TERMS.

SIGNATURE OF USER

DATE

LIBRARY AUTHORIZATION: Based upon her/his execution of this Use Authorization and Release form including release of liability and agreement to indemnify, Library hereby authorizes the above signed person to use Library's [circulating equipment] for up to 90 days from the date of execution.

Bicycle Use Authorization and Release of Liability

I, _____, wish to use a San Mateo County Libraries ("Library") owned bicycle, for my own personal use, during the following dates and time: _____. I am at least 18 years old. Library is willing to authorize my use of its bicycle if I confirm and agree to the following terms:

1. I am sufficiently trained on use of, and familiar with, the bicycle, to safely use it. I will wear a bicycle helmet at all times while riding the Library's bicycle.
2. I will inspect the bicycle prior to riding; if I do not believe it is in normal operating condition, I will not use it and instead will immediately notify Library staff. I understand that Library does not warranty or guarantee the safety of the bicycle. I will exercise reasonable care during use of the bicycle.
3. I will use the bicycle for my own recreational purposes and will not lend it to others.
4. Use of the bicycle will involve risks to me of personal injury, death and damage to property. I assume all such risks. I release Library, its officers and employees, from any liability to me or my estate should my use of the bicycle result in my personal injury or death, or damage/destruction of my property; and I waive and promise not to bring any such claim or suit against Library, its officers or employees.
5. Use of the bicycle may involve risks to third persons, whom I might injure or kill, or whose property I might damage. I will defend, indemnify and hold Library, its officers and employee, harmless, in the event my use of the bicycle leads to a third person's claim.
6. I will return the bicycle to Library at the noted time, free of damage, normal wear and tear excepted.

I FULLY CONFIRM AND AGREE TO ALL OF THE ABOVE TERMS.

SIGNATURE OF USER

DATE

LIBRARY AUTHORIZATION: Based upon her/his execution of this Use Authorization and Release form including release of liability and agreement to indemnify, the Library hereby authorizes the above signed person to use a Library bicycle for the term noted above.



To: JPA Governing Board
From: Anne-Marie Despain, Director of Library Services
Danae Ramirez, Financial Services Manager
Date: June 5, 2019
Meeting: June 10, 2019
Re: FY 2019-20 Proposed Uses of Restricted Library Funds

Background

Section VI. D. of the San Mateo County Library JPA Agreement states the following, "in the event that the allocated library service revenue for a member city exceeds the amount required to maintain the minimum library service for that member, such excess funds shall, after deduction of any activities approved by the Governing Board for library related expenditures within that city, be restricted and held by the JPA for library related activities within that member city including but not limited to, facility maintenance, facility remodeling or expansion, increased service hours, or increased material and equipment purchases, as mutually agreed by the Library JPA and the city council of that member city."

In accordance with this provision and as approved by the Library JPA Governing Board, at the end of each fiscal year, Library district property tax funds in excess of the amount required to operate a community library, after deduction of JPA approved activities, are distributed and held by San Mateo County Libraries in separate trust funds. For FY 2017-18, amounts totaling \$1,450,400 were set aside in the Atherton Library Trust Fund, \$420,863 in the Woodside Library Trust Fund, and \$47,933 in the Portola Valley Library Trust Fund.

As of June 30, 2018, restricted Library property taxes currently held in trust accounts by the Library and Towns total \$13,596,603.

Discussion

Member cities that qualify and are interested in using restricted County Free Library property taxes to support public library related activities in the upcoming fiscal year, must provide the proposed use of library funds to the Library JPA and obtain approval.

Proposed uses in FY 2019-20 are detailed on the following pages:

Atherton Library

Total Atherton Library Trust Funds as of June 30, 2018 is approximately \$13,136,230 (\$5,090,626 held by the Town of Atherton and \$8,045,604 held by the Library).

The Town of Atherton proposes to utilize restricted Library funds in an amount estimated at \$13,136,230 as detailed below:

Type/Category	Description	Proposed FY 2019-20 Appropriation
Facility Repair & Maintenance	Maintenance for HVAC, electrical, roof, landscape services and scheduled maintenance and repairs, building security, etc.	24,900
Contract Custodial Services	Janitorial services	11,000
Utilities	Electricity, gas and water	19,500
Other Contract Services	Civic Center-New Library Construction	13,080,830
Total Expenditures		\$13,136,230

Portola Valley Library

Total Portola Valley Library Trust Funds as of June 30, 2018 is approximately \$811,944 (\$284,941 held by the Town of Portola Valley and \$527,003 held by the Library).

The Town of Portola Valley proposes to utilize Library donor fund revenue in an amount estimated at \$84,603 as detailed below:

Type/Category	Description	Proposed FY 2019-20 Appropriation
Facility Repair & Maintenance	Scheduled facility repair and maintenance, carpet and lighting repairs.	28,000
Contract Custodial Services	Custodial/Janitorial services and supplies	25,000
Utilities	Electricity, gas, water and sewer	20,603
Overhead Allocation	Town administrative, project management, and staff support allowance	11,000
Total Expenditures		\$84,603

The amount of library property tax currently generated from this community also enables the Portola Valley Library to operate four additional hours above the minimum required per the JPA Agreement and be open a total of 44 hours per week.

Woodside Library

Total Woodside Library Trust Funds as of June 30, 2018 is \$1,464,045 (held by the Library).

The Town of Woodside proposes to utilize Library donor fund revenue in an amount estimated at \$170,000 as detailed below:

Type/Category	Description	Proposed FY 2019-20 Appropriation
Contract Services	Landscape & janitorial	30,000
Utilities and Maintenance	Utilities, taxes, grounds maintenance	25,000
Overhead Allocation	Indirect costs such as insurance	40,000
Salaries and Benefits	For Town Staff assigned to Library	65,000
Capital	Capital Expenses	10,000
Total Expenditures		\$170,000

The amount of library property tax currently generated from this community also enables the Woodside Library to operate four additional hours above the minimum required per the JPA Agreement and be open a total of 44 hours per week.

Fiscal Impact

Requests for uses of Restricted Library Funds in FY 2019-20 total \$13,390,833. Funds are in place to offset the requested amounts.

Recommendation

Recommend Library JPA Governing Board approve the FY 2019-20 proposed uses of Restricted Library Funds. Operations Committee members present at the June 4, 2019, meeting concurred with this recommendation.



To: JPA Governing Board
From: Anne-Marie Despain, Director of Library Services
Date: June 5, 2019
Meeting: June 10, 2019
Re: Director's Report

This report summarizes significant library operations and program activities that have occurred since the last meeting of the Governing Board. Services and activities are aligned with our Strategic Plan Goals.

We are leaders in establishing a foundation for early literacy and supporting exploration and growth at every stage of life.

Holi

Holi, India's Festival of Color, was celebrated at all libraries this year in March, offering 27 programs for 1,200 people. Programs for all ages were available, including dance shows by Pagrav Dance Studios, mandala painting with stencils, colored sand art crafts, and color throwing parties. The color throwing parties at the Belmont and Millbrae libraries received positive feedback with patrons sharing that they were pleased this program was offered in libraries.

Month of the Young Child

Libraries celebrated the Month of the Young Child during April and provided family-friendly activities and musical performances for 1,320 children under five and their families. Our libraries welcomed favorites such as the Beetelady, bilingual singer-songwriter and educator Juan L. Sánchez, Ballet with Erika, and GroovaRoo for dance and movement programs. The month ended with a special Día de los Niños y Libros celebration which honored diverse children's books. Over 800 bilingual board books and picture books were distributed to families during storytimes.

Jazz in the Library

Jazz Appreciation Month in April is the creation of the Smithsonian National Museum of American History in recognition of the significant contribution that jazz music has made to society. San Mateo County Libraries' Jazz in the Library program pays tribute to jazz for its historic and cultural significance by bringing free jazz concerts and educational events to our community libraries. This year, Jazz in the Library featured local jazz musicians who embrace the spirit, insight, and beauty of jazz. Inspired by the 2019 Jazz Appreciation Month theme, Jazz Beyond Borders, many of our performers this year were women, including area musicians Kristen Strom, Tiffany Austin, and Michelle Pollace. During the month of April, 395 library enthusiasts enjoyed 12 concerts and related programs.

Digital Detox Week and Early Learning Technology Service Change

From April 29 – May 5, libraries encouraged unplugging from screen-based entertainment through the Digital Detox program, where families were encouraged to track device-free activities for a chance to win interactive family prizes such as a LEGO Duplo set, a Deluxe Art Kit, and Instax Analog Camera. This resulted in 600 families taking a break from technology while attending 33 Digital Detox programs.

Additionally, to offer families a choice in how they want to engage in technology with their children, the Library is launching a new, in-library Early Learning iPad checkout service to replace the Early Learning iPad stations. Families will be able to play and learn from apps that were carefully selected by a group of youth librarians who used the criteria of: high learning potential for school readiness or socio-emotional development, clearly defined purpose and objectives, engaging graphics and audio, high level of interactivity, scaffolding, youth decision-making, and low cost or free with minimal advertisements. The Early Literacy iPads provide a variety for subjects for use by children ages 3-8 with their parents or caregivers around ABCs, Concepts, Math, Music, Language, Drawing, and more. In addition, guidelines on recommended screen time use by the American Academy of Pediatrics will be shared with families.

Asian Pacific American Heritage Month

May is Asian Pacific American Heritage Month (APAHM), which celebrates a diverse panorama of cultures and countries including India, China, Korea, the Philippines, Fiji, Samoa, Tonga, and more. San Mateo County Libraries are proud to bring APAHM to our communities with engaging experiences that will bring these rich traditions into our libraries, including bojagi, the art of Korean wrapping clothes; taiko drumming; hula and island dances; Japanese theatre and shadow puppetry.

Free Comic Book Day

Free Comic Book Day is celebrated worldwide to promote how comic books and graphic novels are important for visual literacy and a helpful tool to motivate reluctant readers. This year, we partnered with Eisner award-winning store Illusive Comics & Games in Santa Clara. Over 880 people participated at our libraries this year on May 4th, and many more enjoyed the comics in the following weeks.

National Bike to Work Day

For 25 years Bay Area residents have been getting out of their cars and biking to work, celebrating bicycles as a fun and healthy way to commute. Sponsored by Commute.org and the Silicon Valley Bicycle Coalition, this year the 25th Bay Area Annual Bike to Work Day fell on Thursday, May 9, 2019. Six community libraries hosted or joined their cities at seven energizer stations across the county in East Palo Alto, Foster City, Millbrae, Pacifica, Portola Valley and San Carlos, reaching 200 bicycle commuters.

Summer Learning Challenge

This year's county-wide Summer Learning Challenge led by San Mateo County Libraries is presented as an all-inclusive, all ages program. One log in English, Chinese, and Spanish "for all ages and abilities" has been created featuring artwork by Zachariah O'Hara through a collaboration with publisher Chronicle Books and San Francisco Public Library. Participants also have the option of completing the program online- patrons can sign up at www.summerlearners.org or on our website.

To incentivize library visits, we are offering 10 weekly drawings for experiences at locations such as the Monterey Bay Aquarium, Asian Art Museum and more for families to enjoy throughout the summer. The Summer Learning Challenge for youth is supported by Measure K funds for all public libraries in the County; these funds provide the logs, sign-up books for home libraries, and support for the 52 outreach interns who help the program reach more children.

Big Lift Inspiring Summers

San Mateo County Libraries is ready to kick off the fourth year of the Big Lift Inspiring Summers program at 9 school sites in our 7 partner districts for approximately 1,200 children. We contracted with the County of San Mateo directly this year for our lead role in the program. Additionally, San Mateo County Libraries has secured two grants through the California State Library to support Big Lift Inspiring Summers:

- A Family Literacy grant (\$35,000) will fund efforts to support parents as their child's most important teachers. Families will receive comprehension boxes, developed by High Expectations, a nonprofit focused on family engagement linked to learning with a model that is strength based and meets families where they are at. Finally, staff were trained by SVCF's Center for Early Learning and Khan Academy Kids to teach parents tech literacy skills and resources to support their children's media use at home. Staff and parents will work with a Tech Guide that was created in collaboration with Common Sense Media, Common Sense Media Latino and SVCF.
- A Lunch at the Library grant (\$12,480) will provide enrichment programs for children and families at the locations where we provide meal service. The grant will also support intern support and enrichment activities for the summer lunch program at the East Palo Alto Library.

In preparation for Summer 2020, we have worked with our partners to submit a grant to the California State Library for \$250,000 to expand the Inspiring Summers program to serve rising 3rd grade students. We were invited to the final application stage and should receive notification by the end of June.

We cultivate an active presence and create spaces that support discovery, enrich lives and uplift the community.

East Palo Alto Library Project

Following a community process to identify the ideal conceptual design option for a possible new East Palo Alto Library, WHY Architecture is continuing to analyze the public input data and cost estimation for the new library. WHY Architecture will work collaboratively with key stakeholders from the library and County staff, the City of East Palo Alto, and Goldman Foundation/EPACenter Arts to evaluate and develop conceptual documents that identify design solutions and align with the library's strategic plan. It is anticipated that the Conceptual Design Plans and Cost Model will be completed in June and presented to the East Palo Alto Council and Library JPA Governing Board this summer.

Pacifica Library Conceptual Designs

The May 28th Pacifica City Council meeting was a major milestone for the City and represents the culmination of 14 months of work by the Library Advisory Committee. The City Council was presented with the Pacifica Libraries Conceptual Design Report and heard findings of a voter survey. The voter survey findings indicate increased support for a library bond measure that is close to the 2/3s required and provided insights on local priorities that may be used to support future community engagement efforts. The City Council unanimously accepted and approved the Library Project Conceptual Design Report and directed the City Manager and the Library Advisory Committee to conduct additional citizen outreach and retest a 2020 bond measure with likely voters at the end of the outreach effort. It is anticipated that results will be reported back to Council sometime in fall 2019.

Staff Report and Pacifica Libraries Conceptual Design Report

Makermobile and Playmobile

We are excited to announce that the Library received a \$100,000 grant from the Gilead Foundation in support of our Makermobile. This grant will help support the fabrication of the vehicle, purchase equipment and design programs for outreach. This past year, staff have been working with consultants at Gyroscope to develop two new outreach vehicles, a Makermobile and a Playmobile, engaging a variety of community partners in the program design. The Makermobile will bring a diverse array of maker activities to libraries and community destinations; and the Playmobile will provide early learning activities to children 0-5 and their caregivers at daycare centers, parks, and other community destinations for families. The Library is prioritizing sustainability and will select an electric vehicle for both. We anticipate the Makermobile will complete fabrication in the Fall with the Playmobile to follow.

We understand community needs and promote meaningful library services as solutions.

Maker Faire 2019

We participated in the Maker Faire for the 6th year on May 17- 19. Our outreach theme, "Making on the Move", included three Book Bicycles configured to support a variety of interactive maker experiences. Staff rode around the Faire, delighting attendees with a Ping Pong Ball Run, Robot Mini Golf Course, and Zine and Button Making activities. In spite of heavy rain, we directly engaged with 925 visitors, gave away 456 maker themed books, and made many more informal connections throughout the weekend.

Mental Health Matters Month

May is Mental Health Awareness Month (MHAM), during which we increase awareness and inspire action to reduce stigma against those with mental health and substance use conditions. This year, we partnered with the San Mateo County Behavioral Health and Recovery Services (BHRS), along with local area agencies, nonprofits, libraries, community colleges, and support organizations. This partnership was formed to bring a national and statewide mental health movement to a local and familiar community space – public libraries. The theme of our work together was "Words of Wellness" in which we spread the messages of hope, resiliency, and inclusion in our libraries and elsewhere in the community.

Together with BHRS, San Mateo County Libraries hosted over 40 MHAM events, including informational workshops, wellness activities, film screenings, speaker panels, artistic performances, open mics, and more. Workshops included Introduction to Mental Health with National Alliance on Mental Illness; a Gender and Sexuality workshop with the San Mateo County Pride Center; Mental Health Self-Care with StarVista; a screening of and panel on *The S Word*; a presentation and discussion on Youth Mental Health: Assessing Resources for Yourself and Others; and a Question, Persuade, Refer (QPR) Training. Participants were also encouraged to join Digital Detox Week activities during MHAM, and to locate vital community resources and information through a staff created resource list available on our website.

Library Personnel News

Tomika Price has accepted the position of branch Branch Manager of Atherton and Brisbane libraries. Born and raised in Flint, Michigan, Tomika holds an undergraduate degree in Business Administration from Howard University and a Master's in Library and Information Science from Wayne State University. She has worked in public libraries for over 16 years. Tomika brings over a decade of supervisory and management experience with Houston Public Library and San Jose Public Library, as well as significant experience with partnerships and collaboration.

Caroline Mossing has accepted the position of Senior Librarian at Atherton Library. Cary spent her undergraduate career at the University of Mississippi prior to earning her Master of Science in Information from the University of Michigan. She moved from San Antonio, where she worked as a Teen Services Librarian and Assistant Branch Manager. One of the things she's most proud of accomplishing is planning and growing the San Antonio Mini Maker Faire over the last five years.

We are excited to welcome Tomika and Cary to San Mateo County Libraries!

Senior Librarian, Rachel Evans has been appointed as San Carlos Library Manager while the permanent manager, Ally Garcia, is on family leave until February. Rachel is looking forward to providing leadership and continuity to the San Carlos staff and community and supporting strategic goals. Rachel will then embark upon a new career trajectory as the Youth Services Librarian at the Millbrae Library. While we will miss her outstanding contributions as a supervisor, we are excited to be able to support Rachel's decision to return to her core public service passion—direct work with children, families, and caregivers.

Professional Auditing Services

Each year an independent audit of the Library JPA is conducted by an independent certified public accounting firm and presented to the JPA Governing Board for acceptance. The existing agreement has expired and a Request for Proposal (RFP) was issued in March. The proposal was posted on the Library's website and also sent to several CPA firms in the area, all with experience in providing auditing services for local government entities. A RFP panel reviewed the two proposals submitted and based on the criteria identified in the RFP, selected JJACPA, Inc. The new three-year contract totals \$60,000 and will begin in time to conduct the fiscal year 2018-19 audit.

State Legislative Update

Many public libraries have cited challenges in overcoming the current two-thirds vote requirement during their local ballot campaigns. ACA 1 would lower the local vote threshold for construction bonds and special taxes for local government infrastructure from the current two-thirds vote to 55%. The California State Assembly Appropriations Committee passed ACA 1 and sent it to the Assembly Floor for consideration. Assemblywoman Aguiar-Curry has argued that under her bill, various city, county, and special district projects, such as housing, road repair, libraries, and parks, would all benefit from the ability to lower the vote threshold for approval in the same manner that is currently authorized for K-12 school construction bonds – 55%. ACA 1 would particularly benefit our member cities which are working towards funding new libraries, including Pacifica and East Palo Alto, as well as cities looking to significantly remodel facilities in the future.



To: JPA Governing Board
From: Anne-Marie Despain, Director of Library Services
Danae Ramirez, Financial Services Manager
Date: June 5, 2019
Meeting: June 10, 2019
Re: Adoption of the FY 2019-20 Recommended Budget

Background

The San Mateo County Libraries budget process involves the distribution of resources and services that meet performance objectives as identified by library staff, the JPA Operations Committee, the JPA Governing Board, and the community. Funds are appropriated on an annual basis as adopted by the JPA Governing Board. The budget serves as the annual financial plan, an operations guide, and a communications tool which strives to provide the best and most relevant information in an easily understandable format.

The table below outlines activities associated with the budget process:

Budget Process Key Dates	
December	Budget Development Begins
February	Mid-Year Report is Submitted to the Library JPA Governing Board
May	Recommended Budget is Submitted to the Library JPA Governing Board
June	Recommended Budget is Adopted by the Library JPA Governing Board
September	Final Adopted Budget is Approved by the Library JPA Governing Board
September	Final Adopted Budget is Approved by the County Board of Supervisors

The FY 2019-20 Recommended Budget was presented to the Governing Board on May 20. The presentation detailed significant current year achievements, performance data illustrating productivity and progress, and a breakdown of budgeted revenues and expenditures designed to achieve the goals included in the Strategic Plan.

The Library JPA meetings in June seek adoption of the FY 2019-20 Recommended Budget.

Discussion

FY 2019-20 Budget Priorities

The Recommended Budget prioritizes and distributes resources to support Strategic Goals that are in line with the 2015-2020 Strategic Plan. We continue to support programs

and services tied to best practices and measurable results to ensure that the public receives excellent services. The following priorities will be continued and introduced this year to improve outcomes and strengthen our community:

- Continue efforts to build and update libraries that include vibrant community spaces and collections
- Cultivate and grow a community of learners by building new Makerspaces and expanding our maker programs
- Implement green practices and sustainability efforts through our policies, activities, and buildings
- Positively impact summer learning for youth by increasing opportunities for hands-on learning, inspiration, and fun
- Evolve and reimagine our customer care approach by enriching patron experiences
- Empower our communities and promote racial and social equity through our approach to thoughtful practices
- Cultivate our library champions who reflect our dynamic environment to foster employee and volunteer engagement

FY 2019-20 Budget Highlights

The proposed FY 2019-20 Recommended Budget is balanced and demonstrates that our libraries are well positioned to operate within available resources now and into the foreseeable future.

Total Sources and Total Requirements in the FY 2019-20 Recommended Budget are \$54,480,391. Total Revenue is 33,186,049 and Net Appropriations is \$36,938,423. Salaries and benefits comprise our largest expense and represent \$18,862,212 or 51% of the total operating budget. Operating Reserves increase slightly to \$4,091,198 to meet the Fund Balance policy and Capital Reserves remain at \$13,450,770.

The FY 2019-20 budget sets ambitious goals to foster continued leadership in our communities. San Mateo County Libraries take pride in developing a budget that aligns with system strategies and ensures a strong foundation for future budgets.

Fiscal Impact

The proposed budget for FY 2019-20 is \$54,480,391. General Operations total \$36,938,423. Operating and Capital Reserves total \$17,541,968 and are in compliance with the Fund Balance Policy.

Recommendation

Recommend Library JPA Governing Board approve the FY 2019-20 Recommended Budget. Operations Committee members present at the June 4, 2019, meeting concurred with this recommendation.

Attachment

FY 2019-20 Recommended Budget Summary and Detail

Budget Summary

		FY 2017-18 Actuals	FY 2018-19 Adopted	Change	FY 2019-20 Recommended
Sources					
1000	Taxes	28,715,974	27,953,243	3,956,404	31,909,647
1500	Use of Money and Property	321,577	125,000	30,042	155,042
1600	Intergovernmental Revenues	166,119	160,372	0	160,372
2000	Charges for Services	189,446	24,000	0	24,000
2500	Interfund Revenue	275,807	145,355	171,633	316,988
2600	Miscellaneous Revenue	2,317,833	1541,961	(921,961)	620,000
Total Revenue		31,986,757	29,949,931	3,236,118	33,186,049
333	Fund Balance	22,188,093	23,619,388	(2,325,046)	21,294,342
TOTAL SOURCES		54,174,850	53,569,319	911,072	54,480,391
Requirements					
4000	Salaries and Benefits	16,816,567	18,190,697	671,515	18,862,212
5000	Services and Supplies	25,371,468	35,200,533	387,841	35,588,374
6000	Other Charges	1,824,699	1,804,314	466,419	2,270,733
7000	Fixed Assets	0	500,000	0	500,000
7500	Other Financing Uses	12,463	12,787	1,282	14,069
Gross Appropriations		44,025,197	55,708,331	1,527,057	57,235,388
8000	Intrafund Transfers	(13,469,737)	(19,478,237)	(818,728)	(20,296,965)
Net Appropriations		30,555,460	36,230,094	708,329	36,938,423
8500	Operating Reserves	4,119,737	3,888,455	202,743	4,091,198
8700	Capital Reserves	19,499,651	13,450,770	0	13,450,770
TOTAL REQUIREMENTS		54,174,849	53,569,319	911,072	54,480,391

Budget Detail

		FY 2017-18 Actuals	FY 2018-19 Adopted	Change	FY 2019-20 Recommended
<u>Sources</u>					
1021	Current Yr Secured	20,951,766	20,925,450	2,524,195	23,449,645
1024	PY Secured Redemption	7,609	7,000	0	7,000
1031	Current Yr Unsecured	1,122,812	978,690	156,805	1,135,495
1033	Prior Yr Unsecured	2,277	0	0	0
1041	CY SB 813 Sec Supplemental	704,290	550,000	0	550,000
1042	CY SB 813 Unsec Supplemental	9,624	5,000	0	5,000
1043	PY SB 813 Redemption	11,196	5,000	0	5,000
1045	PY SB 813 Unsec Supplemental	2,289	0	0	0
1046	ERAF Rebate	3,921,633	3,500,000	250,000	3,750,000
1047	Former RDA -Residuals	840,500	600,000	0	600,000
1058	Former RDA Passthrough	586,506	400,000	0	400,000
1129	Property Tax In-Lieu of VLF	183,164	183,164	0	183,164
1135	Sales & Use Tax -Measure K	372,307	798,939	1,025,404	1,824,343
1000	Taxes	28,715,974	27,953,243	3,956,404	31,909,647
1521	County Pool Interest Earned	292,186	110,000	0	110,000
1525	LAIF Interest Earned	29,392	10,000	0	10,000
1556	County Land/Bldg Rentals	0	5,000	30,042	35,042
1500	Use of Money and Property	321,577	125,000	30,042	155,042
1661	Highway Property Tax Rental	1,097	600	0	600
1831	Homeowner Tax Relief	98,624	105,000	0	105,000
1868	Timber Tax Yield	2,925	2,000	0	2,000
1871	State Aid	63,071	52,372	0	52,372
1971	Other In-Lieu Taxes	403	400	0	400
1600	Intergovernmental Revenues	166,119	160,372	0	160,372

		FY 2017-18 Actuals	FY 2018-19 Adopted	Change	FY 2019-20 Recommended
2291	Library Fees & Fines	189,446	0	0	0
2451	Misc Services to Cities	0	24,000	0	24,000
2000	Charges for Services	189,446	24,000	0	24,000
2521	IFR - General Fund	141,442	145,355	1,633	146,988
2538	IFR - Library Donor Fund	134,365	0	170,000	170,000
2500	Interfund Revenue	275,807	145,355	171,633	316,988
2631	Sale of Literature	868	3,000	0	3,000
2644	Insurance Refunds	18,664	0	0	0
2645	SDI Payments	4,713	5,000	0	5,000
2646	Gifts & Donations	167,919	0	0	0
2647	Friends Donations	179,956	246,000	0	246,000
2655	Other Foundation Grants	55,616	0	0	0
2658	All Other Misc Revenue	1,890,097	1,287,961	(921,961)	366,000
2600	Miscellaneous Revenue	2,317,833	1,541,961	(921,961)	620,000
	Total Revenue	31,986,757	29,949,931	3,236,118	33,186,049
333	Fund Balance	22,188,093	23,619,388	(2,325,046)	21,294,342
	TOTAL SOURCES	54,174,850	53,569,319	(911,072)	54,480,391
<u>Requirements</u>					
4111	Permanent Salaries	9,742,348	10,158,706	830,621	10,989,327
4160	Extra Help Salaries and Benefits	2,870,362	3,267,721	(267,419)	3,000,302
4321	Retirement Contribution	2,486,036	2,819,003	64,030	2,883,033
4400	Benefits	1,588,743	1,819,663	15,794	1,835,457
4450	Wkr Comp/Unemployment	129,078	125,604	28,489	154,093
4000	Salaries and Benefits	16,816,567	18,190,697	671,515	18,862,212

		FY 2017-18 Actuals	FY 2018-19 Adopted	Change	FY 2019-20 Recommended
5184	Revenue Set Aside -Donor	2,053,561	1,865,000	(15,000)	1,850,000
5193	Office Expenses	191,720	209,000	35,000	244,000
5194	Books and Literature	294	0	0	0
5196	Photocopy Lease/Usage	22,562	35,000	109,062	144,062
5197	Mailing	5,358	10,000	0	10,000
5198	Donations Funded Services	33,098	148,570	430	149,000
5199	Friends Funded Services	198,300	246,000	0	246,000
5212	Computer Equipment	1,769,428	3,047,313	(185,313)	2,862,000
5215	Software and Maintenance	303,595	703,825	(146,224)	557,601
5234	Furniture and Equipment	928,204	1,803,057	(195,557)	1,607,500
5331	Memberships	38,613	40,000	0	40,000
5343	Advertising and Publicity	29,710	4,000	0	4,000
5426	Equipment Maintenance	375	5,000	0	5,000
5455	Facilities Maintenance	27,718	25,000	0	25,000
5459	Misc. Other Maintenance	4,119	34,000	0	34,000
5483	Custodial	9,829	30,000	5,000	35,000
5631	Utilities	32,557	30,000	5,000	35,000
5634	Recycling	5,736	10,000	0	10,000
5635	Water Service	5,043	5,000	10,000	15,000
5712	Mileage Allowance	12,169	12,100	0	12,100
5721	Meetings and Conferences	194,477	250,000	0	250,000
5722	Employee Reimbursement	37,130	25,000	0	25,000
5731	Employee Training	140	0	2,000	2,000
5854	Contract Library Services	90,476	175,000	(75,000)	100,000
5856	Promotional Materials	135,371	227,500	0	227,500
5858	Professional Contracts	302,397	971,939	(77,308)	894,631
5866	Fingerprinting	54,664	100,000	(38,975)	61,025
5872	Cost Applied Support Charges	13,469,737	19,478,237	818,729	20,296,966
5875	Interagency Agreements-PLS	888,345	1,248,402	94,164	1,342,566

		FY 2017-18 Actuals	FY 2018-19 Adopted	Change	FY 2019-20 Recommended
5876	Programming Services	41,665	10,000	0	10,000
5926	Alcohol/Drug Testing	268	500	0	500
5927	Program Activities Expense	433,692	793,000	(8,500)	784,500
5931	Books -Adult	482,022	352,000	0	352,000
5932	Books -Children	464,529	472,000	0	472,000
5933	Videos -Children	56,014	59,000	0	59,000
5934	Books -Serials	174,672	149,000	0	149,000
5936	Audio Materials	167,500	95,800	0	95,800
5937	Videos -Adult	316,846	169,000	0	169,000
5938	Digital Materials	852,420	1,006,000	0	1,006,000
5939	World Language Materials	278,954	228,000	0	228,000
5942	Other Library Expense	885,171	761,290	50,333	811,623
5969	Summer Learning -Measure K	372,797	366,000	0	366,000
5000	Services and Supplies	25,371,468	35,200,533	387,841	35,588,374
6263	Agreements -RWC/DC/WDS	659,672	680,000	240,000	920,000
6712	Telephone Service Charges	59,626	100,000	50,622	150,622
6713	Automation Services -ISD	109,799	101,914	(28,386)	73,528
6714	County Facility Rental Charges	128,979	132,568	26,220	158,788
6717	Motor Vehicle Mileage Charges	48,264	76,243	8,182	84,425
6724	Auto Liability Insurance	1,873	721	2,280	3,001
6725	General Liability Insurance	96,139	99,023	24,715	123,738
6727	Official Bond Insurance	3,356	3,456	287	3,743
6728	County Property Insurance	36,691	39,626	2,806	42,432
6733	Human Resources Services	4,072	4,072	168	4,240
6734	Motor Vehicle Replace Charge	3,862	3,862	0	3,862
6738	Countywide Security Services	29,996	38,808	991	39,799
6739	Card Key Public Works	0	5,751	8,694	14,445
6821	A-87 Expense	642,370	518,270	129,840	648,110
6000	Other Charges	1,824,699	1,804,314	466,419	2,270,733

		FY 2017-18 Actuals	FY 2018-19 Adopted	Change	FY 2019-20 Recommended
7331	Fixed Assets -Equipment	136,603	500,000	0	500,000
7000	Fixed Assets	136,603	500,000	0	500,000
7548	Facility Maintenance Charge	12,463	12,787	1,282	14,069
7500	Other Financing Uses	12,352	12,787	1,282	14,069
	Gross Appropriations	44,025,197	55,708,331	1,527,057	57,235,388
8142	Intrafund Transfers	(13,469,737)	(19,478,237)	(818,728)	(20,296,965)
8000	Intrafund Transfers	(13,469,737)	(19,478,237)	(818,728)	(20,296,965)
	Net Appropriations	30,555,460	36,230,094	708,329	36,938,423
8611	Operating Reserves	4,119,737	3,888,455	(202,743)	4,091,198
8811	Capital Reserves	19,499,651	13,450,770	0	13,450,770
8700	Total Reserves	23,619,389	17,339,225	202,743	17,541,968
	TOTAL REQUIREMENTS	54,174,849	53,569,319	911,072	54,480,391



To: JPA Governing Board
From: Anne-Marie Despain, Director of Library Services
Date: June 5, 2018
Meeting: June 10, 2018
Re: Election of Library JPA Governing Board Officers

Background

The Bylaws for the San Mateo County Library Joint Powers Authority provide specific guidance regarding the election and terms of officers of the Governing Board.

Article IV. Officers.

- A. The Governing Board will elect a Chair and Vice Chair annually not later than June. Voting shall be public. The Chair and Vice Chair shall be voting members of the Governing Board. New officers shall assume office the first day (July 1) of the next Fiscal Year.
- B. It shall be the duty of the Governing Board Chair to preside at the meetings of the Governing Board, to call special meetings when necessary and to perform other duties as ordinarily pertain to the office of Chair. The Chair shall set the agenda in conjunction with the Library Director and the Operations Committee Chair.
- C. The Vice Chair shall have all the powers and duties of the Chair in his or her absence.
- D. The term of office for the Chair and Vice Chair shall commence as stated in paragraph A above, and run for a period of one year. No person shall hold the same office for more than two consecutive terms.
- E. Nominations for officers shall be made from the floor. Nominations shall be made by voting members of the Governing Board only. Nominations and election of the Chair shall precede nominations and election of the Vice Chair.

Discussion

Charles Stone, Chair, and Rick DeGolia, Vice Chair, have each served one term in their positions, making them eligible to serve a second term.

Fiscal Impact

There is no fiscal impact associated with the approval of this item.

Recommendation

Invite nominations from the floor for the positions of Governing Board Chair and Vice Chair and conduct an election at the June 10, 2019 meeting.