



SAN MATEO COUNTY LAW LIBRARY
710 Hamilton Street
Redwood City, CA 94063
650-363-4913
www.smclawlibrary.org

May 21, 2018

BOARD OF LAW LIBRARY TRUSTEES MEETING
CONFERENCE ROOM, SAN MATEO COUNTY LAW LIBRARY
710 HAMILTON STREET, REDWOOD CITY, CALIFORNIA 94063

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Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the agenda, meeting notice, agenda packet or other writings that may be distributed at the meeting, should contact the Law Library at least three (3) days prior to the meeting. Notification in advance of the meeting will enable the Law Library to make reasonable arrangements to ensure accessibility to this meeting and materials related to it.

Members of the public may be heard on any item on the Agenda. Persons addressing the Board will be limited to five minutes unless the President of the Board grants a longer period of time. The Board will only allow comments by members of the public on an item on the agenda during discussion of the item.

THURSDAY, May 24, 2018, 12:15 P.M.

AGENDA

1. CLOSED SESSION

- a. The Board will meet in closed session to discuss staffing issues. At the conclusion of the closed session the Board will report on any action taken for which a report is required by law.

2. REGULAR SESSION

- a. Approval of Minutes of the April 23, 2018 meeting. (page 3)
- b. Acceptance of Report of Expenses for Period 10 (April) of FY 2017-2018. (pages 8-14)
- c. Discussion/Informational Updates and Policy Decisions:
- Extra hours tracking
 - Vote on new Xerox Contract
 - New WestLaw Contract proposal (4-5)
 - Background check Policy (6-7)
 - Other matters of Interest
- d. Report of the San Mateo County Bar Association
- e. Public open comment.

3. ADJOURNMENT

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NEXT MEETING: JUNE 28, 2018

Mark Your Calendar!

2018 San Mateo County Law Library Board of Trustees Meeting Schedule:

- June 28, 2018
- August 23, 2018
- September 27, 2018
- October 25, 2018
- December 6, 2018

SAN MATEO COUNTY LAW LIBRARY
MINUTES OF THE MEETING OF THE BOARD OF LAW LIBRARY TRUSTEES

Date: April 26, 2018

Meeting Location: San Mateo County Law Library
710 Hamilton St., Redwood City, CA 93063

Members in attendance:

Trustee:	STEVE SCHAIMAN
Trustee:	V. RAYMOND SWOPE
Trustee:	CAROLE GROOM
Trustee:	JOSEPH SCOTT
Trustee:	JACQUELYN BROWN
Trustee:	PAUL WILKINS

Secretary-Librarian, Ex-officio: CAROLINE BRACCO

1. CLOSED SESSION

2. REGULAR SESSION

The meeting convened at 12:25 pm in Regular Session.

- a. Approval of minutes for March 22, 2018 meeting. Schaiman made motion to approve. Wilkins seconded. Vote for unanimous approval. Minutes moved into record.
- b. Acceptance of report of expenses for period 8 (February) and 9 (March) of FY 2017-2018. Currently averaging a loss of \$1000 a month. Saving money on employee benefits. Swope made motion to approve. Seconded by Schaiman. Unanimous approval. Report of expenses moved into record.
- c. Discussion and information updates & policy decisions: Xerox contract up for renewal June 1st. Discussion of new 5 year contract with new machine at reduced price. Decision and vote. Schaiman made motion to take a vote, Wilkins second. Unanimous approval. Will revoke as this was not an agenda item.
- d. Bar Association report included discussion of Fee Arbitration workshop being hosted in the Law Library on Tuesday mornings once a month. Brown and Wilkins will follow up with more information. Bracco will follow up with Walt Shjeflo.
- e. Public comments from Martin Fox including marketing of library services and SB 1206.

Scott made motion to adjourn. Seconded by Schaiman. Unanimous vote. Meeting adjourned.

Respectfully submitted,
Caroline Bracco
Secretary-Librarian, Ex-officio



LIBRARY MAINTENANCE AGREEMENT

Library Maintenance Agreement between **San Mateo County Law Library** ("Subscriber") and **West**, a Thomson Reuters business ("West")

WHEREAS, West markets its print products to the legal profession;

WHEREAS, Subscriber currently subscribes to certain West print products;

WHEREAS, Subscriber desires to maintain its subscription to those titles to which it currently subscribes;

WHEREAS, Subscriber desires predictable monthly pricing for its West print product library;

WHEREAS, Subscriber further desires to better maintain and manage the costs of its West print products and West desires to assist and support Subscriber in managing its costs and subscriptions through this Library Maintenance Agreement ("Agreement");

NOW, THEREFORE, the parties agree as follows:

1. **Term and Termination.** This Agreement, which is subject to approval and execution by West in St. Paul, Minnesota, shall become effective on August 1, 2015 and shall continue in effect until July 31, 2018 (the "Term"). Upon any termination, West and Subscriber shall use their best efforts to enter into a superseding Library Maintenance Agreement through good faith negotiations. In the event the parties are not able to enter into a superseding Library Maintenance Agreement, the "Subscription Services" (as defined below) for the West print product titles on Exhibit 1 shall continue; all of which will be billed separately at then-current rates. Such Subscription Services may be cancelled at any time by West or cancelled upon written request by Subscriber at the address set forth herein. Information regarding the frequency and updates of the West print products is available from Subscriber's West sales representative. Some West print product titles are not eligible for inclusion under this Agreement.

2. **Monthly Fixed Charges.**

2.1. For each month during the Term, Subscriber shall pay monthly fixed charges ("Monthly Fixed Charges"), as set forth below, for the charges associated with the West print product titles to which Subscriber currently subscribes ("Existing West Print Product Titles") as of the effective date of this Agreement. The Existing West Print Product Titles are set forth in Exhibit 1.

- a) From August 1, 2015 through July 31, 2016 ("Period 1"), the Period 1 Monthly Fixed Charges shall be \$2,271. > 3756
- b) From August 1, 2016 through July 31, 2017 ("Period 2"), the Period 2 Monthly Fixed Charges shall be \$2,385. 3334
- c) From August 1, 2017 through July 31, 2018 ("Period 3"), the Period 3 Monthly Fixed Charges shall be \$2,504.

2.2. Exhibit 1 shall set forth existing West print product titles that shall be included under this Agreement and shall also set forth any applicable new West print product titles to be shipped to Subscriber and included under this Agreement. The Monthly Fixed Charges include all subscription service charges associated with the West print product titles in Exhibit 1 as well as all standard transportation and handling charges. The Monthly Fixed Charges shall not be reduced in the event Subscriber terminates any of its West print product subscriptions that are set forth in Exhibit 1 herein. "Subscription Services" consists of automatic shipments of updates and/or supplements to the service, including but not limited to, pocket parts, pamphlets, replacement volumes or loose-leaf pages. Print and CD-ROM products are shipped FOB origin. Transportation charges shall only be added to expedited shipments at Subscriber's request and for international products or shipments at then-current carrier rates. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are not included in the Monthly Fixed Charges and are payable by Subscriber.

2.3. Subscriber may, at its option and upon 30 days prior written notice to West prior to the end of any Period and memorialized in a document that is executed by both parties, delete and add West print titles from the Existing West Print Product Titles from Exhibit 1 effective on the first day of the subsequent Period. In no event shall the value of the deleted and added West print products exceed 5% of the annualized Monthly Fixed Charge for the following Period; provided, however, in no event shall the Monthly Fixed Charges be less than the amounts set forth in paragraph 2.1 herein except in instances in which West Print Product titles listed on Exhibit 1 have ceased to be published by West as of the last day of such current Period. It shall be Subscriber's responsibility to retain termination notices and bring them to the swap event for consideration in the swap.

2.4. In addition to paragraph 2.3, Subscriber may, at its option and upon 30 days prior written notice to West prior to the end of any Period and memorialized in a document that is executed by both parties, add additional West print product titles to Exhibit 1 and to the Monthly Fixed Charges effective on the first day of the subsequent Period. The Monthly Fixed Charges for the next Period and each remaining Period shall be increased to reflect the addition of the West print product titles to Exhibit 1.

1004063291	SAN MATEO COUNTY LAW LIBRARY	Analytical Plus	2222	\$103,161.00	\$0.00
1004063291	SAN MATEO COUNTY LAW LIBRARY	Core	4557	\$109,034.00	\$0.00
1004063291	SAN MATEO COUNTY LAW LIBRARY	Know How	9	\$92.00	\$0.00
1004063291	SAN MATEO COUNTY LAW LIBRARY	Litigation	43	\$3,445.00	\$0.00
1004063291	SAN MATEO COUNTY LAW LIBRARY	N/A	17	\$816.00	\$0.00
	Total:		6848	\$216,548.00	\$0.00

1004063291	0	0	0	0	0
1004063291	0	0	0	0	0
1004063291	0	0	0	0	0
1004063291	0	0	0	0	0
1004063291	0	0	0	0	0
1004063291	0	0	0	0	0
1004063291	0	0	0	0	0
Total:	0	0	0	0	0

BACKGROUND CHECK POLICY (CA)

Background Check

[EMPLOYER NAME] [requires/may require] applicants and employees to satisfactorily complete a background check. [EMPLOYER NAME] will consider your job duties, among other factors, in determining what constitutes satisfactory completion of the background check. All information obtained as a result of a background check will be used solely for employment purposes. You are entitled to request copies of any background check information to the extent authorized by state and federal law.

Authorization

When a background check is required, you must complete [EMPLOYER NAME]'s authorization form. Failure to timely complete an authorization may result in termination of [EMPLOYER NAME]'s consideration of your application. Falsification or omission of information may result in denial of employment or discipline, up to and including termination.

Confidentiality

All background check information will be kept confidential. [EMPLOYER NAME] complies with all applicable federal, state, and local laws regarding background checks.

Administration of This Policy

The [Human Resources/[DEPARTMENT NAME]] Department is responsible for the administration of this policy. If you have any questions regarding this policy or if you have any questions about background checks that are not addressed in this policy, please contact the [Human Resources/[DEPARTMENT NAME]] Department.

[Acknowledgment of Receipt and Review

I, _____ (employee name), acknowledge that on _____ (date), I received a copy of [EMPLOYER NAME]'s [NAME OF POLICY] and that I read it, understood it, and agree to comply with it. I understand that [EMPLOYER NAME] has the maximum discretion permitted by law to interpret, administer, change, modify, or delete this policy at any time [with or without notice]. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this policy. Changes can only be made if approved in writing by the [POSITION] of [EMPLOYER NAME]. I also understand that any delay or failure by [EMPLOYER NAME] to enforce any work policy or rule will not constitute a waiver of [EMPLOYER NAME]'s right to do so in the future. I understand that neither this policy nor any other communication by a management representative or any other employee, whether oral or written, is intended in any way to create a contract of employment. I understand that, unless I have a written employment agreement signed by an authorized [EMPLOYER NAME] representative, **I am employed at will and this policy does not modify my at-will employment status.** If I have a written employment agreement signed by an authorized [EMPLOYER NAME] representative and this policy conflicts with the terms of my employment agreement, I understand that the terms of my employment agreement will control.

OR

I, _____ (employee name), acknowledge that on _____ (date), I received and read a copy of the [EMPLOYER NAME]'s [NAME OF POLICY][, dated [EDITION DATE]] and understand that it is my responsibility to be familiar with and abide by its terms. [I understand that the information in this Policy is intended to help [EMPLOYER NAME]'s employees to work together effectively on assigned job responsibilities.] This Policy is not promissory and does not set terms or conditions of employment or create an employment contract.]

Signature

Printed Name

Date]

Filing Fee Income

Filing Fees	\$40,450.70
TOTAL:	\$40,450.70

Library Generated Income 808.75

Copy Machines	\$311.65	
Computer Printer	\$16.00	
Conference Room	\$0.00	
Circulation	\$80.00	
Deed Forms	\$70.00	
Lost Book Payment	\$0.00	
Donations	\$66.60	
Used Book Sales	\$214.50	
	\$0.00	
Extra Computer Time	\$0.00	
Vendor Credits/Refunds	\$0.00	
SVCF Withdraws	\$0.00	
Grants	\$0.00	
Other	\$50.00	
TOTAL:	\$808.75	(Deposited into Citibank Account)

Trial Balance Reported Income

Interest	\$973.67
Lehman Bad Debt Recovery	\$0.00
Credits/Refunds	\$0.00
Other	
TOTAL:	\$973.67

MONTHLY TOTAL INCOME:	\$42,233.12
DEPOSIT TO COUNTY:	\$41,424.37

Expenses
 FY 2017-2018
 Period 10 (April)

Voucher #	Vender	Amount
11445	CalPERS (100000015200888)	\$503.99
11446	CalPERS (100000015252905)	\$285.11
11447	CalPERS (100000015200907)	\$503.99
11448	CalPERS (100000015252908)	\$285.11
11449	CalPERS (100000015249106)	\$1,375.72
11450	California Security	\$52.50
11451	LawPress	\$302.28
11452	Lexis (Matthew Bender)	\$5,201.47
11453	Lexis (Advance)	\$3,650.00
11454	NCLC Digital Library	\$960.00
11455	Treat, Richard	\$1,000.00
11456	UC Regents (CEB)	\$3,034.72
11457	UBS	\$647.00
11458	West Group (Westlaw Next)	\$2,721.71
11459	West Group (Thomson Reuters)	\$5,213.72
11460	Xerox	\$414.45
11461	Blake, Larry	\$285.00
11462	Bracco, Caroline	\$6,537.60
11463	Brill, Ruth	\$740.00
11464	Collins, Michael	\$276.00
11465	Conventiti, Antonella	\$4,460.80
11466	Woods, Marcia	\$1,180.00
11467	Medicare	\$190.77
11468	Active Employee Benefits	\$1,094.16
11469	Retired Employee Benefits	\$1,487.94

Total: \$42,404.04

Income for April, Period 10: \$41,424.37

Difference: **-\$979.67**

\$979.67

July September October November December January February March April

FILING FEE INCOME

Filing Fee Income	#	\$41,784.06	\$49,298.29	\$45,297.67	\$43,648.46	\$41,577.92	\$42,423.60	\$43,087.13	\$40,450.70
TOTAL:	#	\$41,784.06	\$49,298.29	\$45,297.67	\$43,648.46	\$41,577.92	\$42,423.60	\$43,087.13	\$40,450.70

LIBRARY GENERATED INCOME

Copy Machines	#	\$303.65	\$434.85	\$281.40	\$155.75	\$280.35	\$329.20	\$421.50	\$311.65
Computer/Printer	#	\$48.75	\$111.50	\$47.50	\$121.25	\$115.25	\$78.75	\$108.00	\$86.00
Conference Room	#	\$122.00	\$225.00	\$25.00	\$200.00	\$70.00	\$35.00	\$220.00	\$0.00
Overdue Fines	#	\$2.00	\$0.00	\$15.00	\$0.00	\$0.00	\$3.00	\$11.00	\$0.00
CEB Audio Check Out Fee	#	\$5.00	\$4.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MCLE Class Charge	#	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Reserve Book Fee	#	\$20.00	\$60.00	\$30.00	\$40.00	\$40.00	\$10.00	\$30.00	\$80.00
Used Book Sales	#	\$14.00	\$113.00	\$50.00	\$0.00	\$0.00	\$107.00	\$166.00	\$214.50
Lost Book Payment	#	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Donations	#	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66.60
Extra Computer Time	#	\$15.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vendor Credits/Refunds	#	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SVCF Withdrawals	#	\$0.00	\$7,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grants	#	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00
Other	#	\$10.00	\$43.00	\$40.00	\$50.00	\$25.00	\$35.00	\$22.00	\$50.00
TOTAL:	#	\$540.40	\$8,301.35	\$488.90	\$567.00	\$530.60	\$597.95	\$1,878.50	\$808.75

TRIAL BALANCE REPORTED INCOME

Interest	#	\$0.00	\$601.20	\$0.00	\$0.00	\$605.59			\$0.00
Lehman Bad Debt Recovery	#	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
Credits/Refunds	#	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
Other	#	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00			\$0.00
TOTAL:	#	\$0.00	\$601.20	\$0.00	\$100,000.00	\$605.59	\$0.00	\$0.00	\$0.00

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Income Report Summary

Category	May	June	July	Interest	Category Totals
Filing Fee Income		\$0.00			\$439,626.86
TOTAL	\$0.00	\$0.00			\$439,626.86

cross check

Category	May	June	July	Interest	Category Totals
Copy Machines					\$8,350.34
Computer Printer					\$185.00
Conference Room					\$7,365.00
Overdue Fines					\$57.00
CEB Audio Check Out Fee					\$24.00
MCLE Class Charge					\$1.00
Reserve Book Fee					\$350.00
Used Book Sales					\$108.30
Lost Book Payment					\$1.00
Donations					\$1,000.00
Extra Computer Time					\$35.00
Credits / Refunds					\$1.00
SVCF Withdrawals					\$2,300.00
Grants					\$900.00
Other					\$135.00
TOTAL	\$0.00	\$0.00			\$15,648.44

cross check

Category	May	June	July	Interest	Category Totals
Interest					\$2,206.79
Lehman Bad Debt Recovery					\$0.00
Credits/Refunds					\$0.00
Other					\$100,000.00
TOTAL	\$0.00	\$0.00	\$0.00		\$102,206.79

cross check

Category	May	June	July	Interest	Category Totals
TOTAL	\$0.00	\$0.00	\$0.00		\$556,482.09

Total Income:

\$556,482.09

cross check

EXPENSES Period 10, April	April	Actual Fiscal YTD	Budgeted Fiscal YTD	Annual Budget 2017-2018
SALARIES				
Full time	\$10,998.40	\$139,911.36	\$136,666.67	\$164,000.00
Part time	\$2,481.00	\$23,040.00	\$27,500.00	\$33,000.00
Medicare	\$190.77	\$2,224.58	\$2,333.33	\$2,800.00
		\$13,670.17	\$165,175.94	\$199,800.00
BENEFITS				
Retirement	\$1,578.20	\$18,478.30	\$21,333.33	\$25,600.00
Unfunded Accrued Liability	\$1,375.72	\$12,066.91	\$13,750.00	\$16,500.00
Active Employee Benefits	\$1,094.16	\$27,630.58	\$33,333.33	\$40,000.00
Retired Employee Benefits	\$1,487.94	\$19,842.32	\$20,833.33	\$25,000.00
		\$5,536.02	\$78,018.11	\$107,100.00
PRINT/ELECTRONIC RESOURCES				
New Books	\$0.00	\$0.00	\$0.00	\$0.00
Print Resources	\$13,752.19	\$84,162.23	\$79,583.33	\$95,500.00
Electronic Resources	\$7,331.71	\$86,399.17	\$94,583.33	\$113,500.00
		\$21,083.90	\$174,166.67	\$209,000.00
OPERATIONAL EXPENSES				
Binding	\$0.00	\$0.00	\$0.00	\$0.00
Insurance (Property, Casualty, WC)	\$0.00	\$6,676.00	\$5,000.00	\$6,000.00
Copy Machines	\$414.45	\$4,155.73	\$4,250.00	\$5,100.00
Capital Improvements	\$0.00	\$0.00	\$0.00	\$0.00
Office Supplies	\$0.00	\$803.34	\$1,250.00	\$1,500.00
Use Tax	\$0.00	\$0.00	\$0.00	\$0.00
Tech Support	\$1,000.00	\$10,000.00	\$10,000.00	\$12,000.00
Support Software	\$0.00	\$10,051.80	\$8,333.33	\$10,000.00
Building Maintenance	\$699.50	\$6,722.26	\$7,666.67	\$9,200.00
CitiBank Transfers	\$0.00	\$0.00	\$2,500.00	\$3,000.00
Services	\$0.00	\$5,950.00	\$7,750.00	\$9,300.00
Educational/Professional	\$0.00	\$740.00	\$375.00	\$450.00
Dues	\$0.00	\$0.00	\$625.00	\$750.00
Travel Expenses	\$0.00	\$0.00	\$1,833.33	\$2,200.00
Promotional	\$0.00	\$0.00	\$166.67	\$200.00
Miscellaneous	\$0.00	\$900.00	\$416.67	\$500.00
		\$2,113.95	\$45,999.13	\$60,200.00
TOTALS		\$42,404.04	\$459,754.58	\$576,100.00

Percent	Amount Under/Over	Comments
102%	\$3,244.69	
84%	-\$4,460.00	
95%	-\$108.75	
99%		
87%	-\$2,855.03	
83%	-\$1,683.09	
95%	-\$5,702.75	
87%	-\$991.01	
#DIV/0!	\$0.00	
106%	\$4,578.90	
91%	-\$8,184.16	
98%		
#DIV/0!	\$0.00	
134%	\$1,676.00	
98%	-\$94.27	
#DIV/0!	\$0.00	
64%	-\$446.66	
#DIV/0!	\$0.00	
100%	\$0.00	
121%	\$1,718.47	
88%	-\$944.41	
0%	-\$2,500.00	
77%	-\$1,800.00	
197%	\$365.00	
0%	-\$625.00	
0%	-\$1,833.33	
0%	-\$166.67	
216%	\$483.33	
92%		
96%	-\$20,328.75	

CASH ON HAND REPORT

FY 2017-2018

PERIOD	TOTAL INCOME	TOTAL EXPENSES	CASH ON HAND
July	\$45,166.47	\$16,286.98	\$201,871.50
August	\$48,827.55	\$69,785.41	\$180,913.64
September	\$42,324.46	\$56,804.95	\$166,433.15
October	\$58,200.84	\$43,397.08	\$181,236.91
November	\$45,786.57	\$44,290.29	\$182,733.19
December	\$144,215.46	\$47,583.01	\$279,365.64
January	\$42,714.11	\$49,016.78	\$273,062.97
February	\$42,423.60	\$43,770.98	\$271,715.59
March	\$43,597.78	\$46,483.98	\$269,384.99
April	\$41,424.37	\$42,404.04	\$268,173.52
May			
June			
July Interest			
TOTALS	\$554,681.21	\$459,823.50	
Average/Month	\$55,468.12	\$45,982.35	
Difference/Month	\$9,485.77		