

Attachment 2

October 1, 1984

AMENDED JOINT POWERS AGREEMENT CREATING
AS A SEPARATE LEGAL ENTITY
THE BLACK GOLD COOPERATIVE LIBRARY SYSTEM

Attachment 2

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October 1, 1984

AMENDED JOINT POWERS AGREEMENT CREATING
AS A SEPARATE LEGAL ENTITY
THE BLACK GOLD COOPERATIVE LIBRARY SYSTEM

This Agreement is entered into by and among the County of Ventura, Santa Paula Union High School Public Library District, City of Santa Barbara, City of Lompoc, City of Santa Maria, County of San Luis Obispo, City of El Paso De Robles, and City of Thousand Oaks (hereinafter collectively "the parties"). This Agreement shall be effective October 1, 1984, provided that by said date it has been executed by not less than six of the agencies identified above.

WITNESSETH

WHEREAS, in accordance with the California Library Services Act (Education Code Sections 18700, et seq., hereinafter "Library Services Act"), the parties have established and operated a Cooperative Library System pursuant to a Joint Powers Agreement dated July 1, 1975, and prior agreements;

WHEREAS, the parties desire to continue in effect the Cooperative Library System heretofore established through the procedure of creating a public entity separate from the parties in accordance with Article 1, Chapter 5, Division 7, Title 1 of the California Government Code, and in particular Section 6507 thereof; and

WHEREAS, the parties intend that this Amended Joint Powers Agreement shall supersede and be a novation of the

October 1, 1984

Agreement of July 1, 1975;

NOW, THEREFORE, the parties do agree as follows:

1. Effect of Agreement.

This Agreement shall supersede and be a novation of the Agreement among the parties dated July 1, 1975, and entitled Joint Powers Agreement for Black Gold Cooperative Library System.

2. Purpose.

The purpose of this Amended Joint Powers Agreement is to provide for the exercise of the common power of each of the parties to provide public library services. This power shall be exercised in a manner consistent with and in furtherance of the objectives of the Library Services Act. The System shall perform cooperative library functions as necessary to fulfill this objective including, but not limited to, the following:

(a) Receipt of monies under the Library Services Act as the same may be amended from time to time;

(b) Receipt of such other monies and benefits as the System is eligible to receive;

(c) Making applications and contracts for grants from public or private entities to carry out the purposes of the System;

(d) Undertaking cooperative library projects which may be recommended by the Administrative Council of the System.

The foregoing, however, shall not be deemed to limit the extent of the powers conferred on the System. The System shall possess all the powers, preogatives and authority necessary to plan, operate, and administer a Cooperative Library System, and

those powers necessary to establish, improve, and extend library services.

Nothing contained herein shall be deemed to limit the right of the parties to administer, manage, direct, and control their own public libraries and library resources independently, select their own books and other library materials, hire their own personnel, and operate according to the policies and rules established by their own governing bodies, Boards of Trustees, or City Managers.

3. Creation of the Black Gold Cooperative Library System as a Separate Public Entity.

Pursuant to the provisions of Section 6507 of the California Government Code, the Black Gold Cooperative Library System (heretofore and hereinafter "System") is hereby established as a public entity separate from the parties to this Agreement.

4. Governing Body of System.

A. Composition of Administrative Council. The System will be governed by an Administrative Council (hereinafter "Council") consisting of the head librarian of each of the parties hereto.

B. Authority of Council. The Council is authorized in accordance with Section 6508 of the Government Code in the name of the System to do any or all of the following in furtherance of the purpose expressed in Article 2 hereof:

- (1) To make and enter into contracts;
- (2) To employ agents and employees;
- (3) To acquire, construct, manage, maintain or

operate any building, works, or improvements;

(4) To acquire, hold, or dispose of property;

(5) To incur debts, liabilities or obligations, which debts, liabilities and obligations shall not constitute the debts, liabilities and obligations of any party hereto;

(6) To solicit and receive funds from any source;

The Council shall have such further powers as are common to the parties and are reasonable and necessary to effectuate the purpose of this Amended Agreement.

The Council shall have general administrative responsibility with respect to the Cooperative Library System provided for by the Library Services Act, shall adopt a System plan of services, submit annual proposals to the California Library Services Board and otherwise comply with the provisions of the Library Services Act.

C. Council Meetings.

(1) The Council shall fix the time and place for its meetings and shall hold at least one annual meeting.

(2) All meetings of the Council shall be open to the public and shall be called, conducted and adjourned according to the provisions of the Ralph M. Brown Act (Government Code Sections 54950, et seq.) as that Act may from time to time be amended or as other acts regulating the conduct of public meetings may from time to time provide.

(3) The Council shall adopt by-laws or other

rules for conducting its meetings, for the establishment of offices of the System, and for other business. Any action taken by the Council shall be taken by a majority in attendance provided a quorum exists. A majority of the members of the Council shall constitute a quorum.

5. Director - Custodian of Property.

The Council shall appoint a Director under whose direction and control the library system provided for hereby shall be carried out and who shall have such further duties as the Council may prescribe. The Director shall have charge of, handle and have access to any property of the System and shall file an official bond in the sum of one hundred thousand dollars (\$100,000) or such other amount as may from time to time be prescribed by the Council.

6. Advisory Board.

In accordance with Education Code Section 18747(b) the System shall establish an Advisory Board consisting of as many members as there are parties to this Agreement. The governing body of each party hereto shall appoint one member, from among its residents, to the Advisory Board.

Except to the extent that the law may otherwise provide, the future existence and composition of an Advisory Board shall be determined by the Council.

7. Manner of Exercising Power.

The manner of exercising the common power provided for herein shall be subject to the restrictions upon the manner of exercising such powers of the Santa Paula Union High School Public

Library District as set forth in Chapter 8, Part 11, Division 1, Title 1, Sections 19400, et seq., of the Education Code.

In the event of the withdrawal of the Santa Paula Union High School Public Library District from the System the Council shall, or in the event that said District's enabling legislation is significantly altered, the Council may select another member of the System in lieu of said District, provided that two-thirds of the remaining members of the System have consented thereto. Such consent shall be presumed in the event that a member has failed to object within thirty days of its receipt of written notice of the Council's proposed designation.

8. Funding.

Those assets identified in Exhibit "A" hereto together with a cash balance as of June 30, 1984 of \$344,877.20 in Ventura County Account No. 01620-0010 and a separate cash fund of \$100 have been acquired by the parties pursuant to the Joint Powers Agreement of July 1, 1975. Said assets, including cash, as they may be modified prior to October 1, 1984, in the ordinary course of conducting the cooperative library system provided for by said agreement are hereby transferred to the System, subject to such liens and encumbrances as may exist with respect thereto.

Contributions, payments and advances may be made in the manner provided for in Section 6504 of the Government Code; any advances made to the System to be repaid in such manner as may be agreed upon between the Council and the advancing agency. The parties may provide for an exchange of services in accordance with Government Code Section 6506 under such arrangement as may be

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agreed upon between the Council and the agency whose services are to be utilized.

On or before April 1st of each year the Council shall determine the total contribution that will be required from all member agencies in order to function in the manner prescribed by the Council for the forthcoming fiscal year considering all other anticipated sources of revenue.

The Council shall determine the share of the total that shall be contributed by each member agency according to a formula or formulas which it determines to be fair and equitable, considering such factors as population, number of titles added during the prior fiscal year by each party, number of volumes owned by each party, the value of services rendered, the costs of providing services and other related matters.

Said contribution shall be made in cash unless otherwise provided by the Council and agreed to by the contributing agency. Contributions shall be payable in equal installments quarterly, the first installment being due August 1 of the year for which contribution is made, or alternatively in such other manner or at such other time or times as the Council shall determine to be appropriate.

In addition the System may borrow money and incur indebtedness in accordance with any authority therefore provided by the laws of the State of California to local agencies including without limitation, Chapter 4, Part 1, Division 2, Title 5, Sections 53600, et seq., of the Government Code.

9. Treasurer or Depository; and Auditor

a. The Treasurer of the System shall be the Director, who shall have custody of all the money of the System from whatever source.

b. The Council shall appoint one of the officers or employees of the System as Auditor of the System. In the event of the failure of the Council to act, the Director shall be Auditor of the System. The System shall be strictly accountable of all funds and shall report all receipts and disbursements. The Auditor shall contract with a certified public accountant to make an annual audit of the accounts and records of the System.

The audit report prepared by the certified public accountant shall be filed as a public record with each member agency and also with the auditor of the county in which each of the member agencies is located. Said report shall be unqualified as to its accuracy.

c. The Council may from time to time change the designation of the Treasurer or Auditor.

10. Fiscal Year.

The System fiscal year shall be from July 1 through June 30.

11. Indemnification and Insurance.

The System shall indemnify and hold harmless each member agency, and its officers, agents and employees, from all claims, demands or liability arising out of, or encountered in connection with this Agreement and the activities conducted hereunder, and shall defend them and each of them against any claim, cause of

action, or damage resulting therefrom.

The System shall secure and keep in effect during the term of this Agreement the following described insurance with the minimum limits provided.

a. Workers' compensation insurance in compliance with law.

b. Comprehensive general liability insurance, naming each member agency as additional primary insureds without offset against their existing insurance, with a limit of not less than ten million dollars (\$10,000,000) for each occurrence.

c. Comprehensive automobile liability insurance, including owned, hired, and non-owned automobiles, naming each member agency as additional primary insureds without offset against their existing insurance, with a bodily injury or death limit of ten million dollars (\$10,000,000) per occurrence combined single limit.

Certificates of insurance for the insurance required under this article shall be furnished to each member agency within 30 days of the effective date of this Agreement. Each policy of insurance shall provide for a 30 day written notice of cancellation, reduction of coverage or nonrenewal, to each member agency by certified mail return receipt requested.

The Council shall appoint, and continue in effect during the term of this Agreement, an insurance committee consisting of not less than three individuals whose responsibility it shall be to review and report to the Council annually on the adequacy of the System's insurance coverage.

If, notwithstanding the provisions set forth above, any party to this Agreement suffers any loss because of an injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement such loss shall be allocated among the member agencies according to the following formula:

$$L = \frac{A}{B}$$

where:

L = the fraction such loss to be borne by the party in question.

A = the population of the geographic area in which the party in question is providing library services independently of this Agreement; and

B = the population of the entire geographic area in which the System is providing library services pursuant to this Agreement.

Population and geographic areas served by a party shall be deemed to include areas served by such party pursuant to contract with a public entity not a party to this Agreement and shall be determined annually as of the commencement of the System's fiscal year in which the debt, liability, or obligation becomes due. Population shall be based upon the latest figures available from the California Department of Finance or the United States Census Bureau.

12. Additional Members.

Other public agencies may be admitted into the System provided they meet the requirements of System membership as

established by the Council and by the laws of the State of California. All such applications must be approved by all members of the Council. The governing body of any admittee shall, as a condition precedent to admission, agree to become a party to this Agreement, including such amendments as may exist at the time of admission.

13. Obligation to Accept Service.

It is understood and agreed among the parties that System-wide programs shall be accepted by each party. Each party shall have an affirmative obligation to cooperate in the performance and execution of all System-wide programs and System policies.

14. Term, Withdrawal, and Termination of Agreement.

The term hereof is indefinite and this Amended Joint Powers Agreement shall remain in effect until terminated as hereafter provided.

Any member agency may withdraw from the System by resolution of its governing body. Written notice of such withdrawal shall be given to the Council prior to February 1 of the calendar year in which it is to become effective and shall become effective only as of July 1 of the calendar year in which the withdrawal is made. No party shall be entitled, by virtue of such withdrawal, to receive any payment of money or share of assets of the System except as may be agreed upon by all of the member agencies.

This Amended Joint Powers Agreement shall remain in effect until terminated by all of the remaining parties or until the withdrawal of all parties except one. In the event of ter-

mination of this Agreement the members of the Council remaining at the date of such termination shall continue as the governing board of the System for the purpose of winding up its affairs and during the course of such winding up shall exercise all powers granted by this Agreement as may be necessary or convenient in the accomplishment of its duties. When all affairs of the System have finally been settled then this Joint Powers Agreement shall terminate and be of no further force or effect.

15. Disposition of Property.

In the event of the termination of this Agreement any and all property, funds, assets and interests therein of the System shall become the property of and be distributed to such member agencies as are then members of the System. Distribution shall be made among the then member agencies in such proportion as the Council determines fairly represents each agency's financial contribution to the System.

16. Notice

Within 30 days after the effective date hereof notice of this Agreement shall be filed with the office of the Secretary of State as required by section 6503.5 of the Government Code. Within 70 days after the effective date hereof statements shall be filed with the Secretary of State and with the Clerk of the Counties of Ventura, Santa Barbara, and San Luis Obispo in compliance with Government Code Section 53051.

17. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF the parties have executed this Agreement on the dates set forth below their respective signatures.

DATED: 11/20/84

SANTA PAULA UNION HIGH SCHOOL
PUBLIC LIBRARY DISTRICT

Donna Mae Nelson

ATTEST:

William Suching
Secretary

APPROVED:

Counsel

DATED: _____

CITY OF LOMPOC

ATTEST:

Secretary

APPROVED:

City Attorney

Attachment 2

IN WITNESS WHEREOF the parties have executed this Agreement on the dates set forth below their respective signatures.

DATED: _____

SANTA PAULA UNION HIGH SCHOOL
PUBLIC LIBRARY DISTRICT

ATTEST:

Secretary

APPROVED:

Counsel

DATED: September 24, 1984

CITY OF LOMPOC

[Handwritten Signature]

ATTEST:

[Circular Notary Seal]
[Handwritten Signature]

City Clerk

APPROVED:

[Handwritten Signature]

City Attorney

Attachment 2

October 1, 1984

DATED: 8-21-84

CITY OF EL PASO DE ROBLES

Lang E. Stanger

ATTEST:

John R. McCarthy
City Clerk

APPROVED:

Michael A. Kirby
City Attorney

DATED: _____

COUNTY OF SAN LUIS OBISPO

Chairman of the Board of
Supervisors

ATTEST:

Clerk of the Board
of Supervisors

APPROVED:

County Counsel

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1 A-1 through A-28

IN THE BOARD OF SUPERVISORS COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

__Tues__ day _____ September 4____, 19__84

PRESENT: Supervisors Bill Coy, Ruth Brackett, Jeff Jorgensen and
Chairman Jerry Diefenderfer

ABSENT: Kurt P. Kupper

In the matter of Consent Agenda:

Consent Agenda Item A-16 is continued one week. Item A-4 is amended to read bid opening date of October 1, 1984, not October 15. On motion of Supervisor Jorgensen, seconded by Supervisor Brackett and on the following roll call vote, to wit:

AYES: Supervisors Jorgensen, Brackett, Coy, Chairman Diefenderfer
NOES: None
ABSENT: Supervisor Kupper

A 26 w.b.

Consent Agenda Items A-1 through A-28 are approved as recommended by the County Administrative Officer and as amended by this Board. Item A-9 is RESOLUTION NO. 84-372. Item A-15 is RESOLUTION NO. 84-372A. Item A-21 is RESOLUTION NO. 84-373. Item A-22 is RESOLUTION NO. 84-374. Said Consent Agenda Items A-1 through A-28, as amended, are on file in the Office of the County Clerk-Recorder and are available for public inspection.

cc: Administration
9/14/84 vml

STATE OF CALIFORNIA, }
County of San Luis Obispo, } ss.

I, FRANCIS M. COONEY, County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of San Luis Obispo, State of California, do

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October 1, 1984

DATED: _____

CITY OF EL PASO DE ROBLES

ATTEST:

City Clerk

APPROVED:

City Attorney

DATED: _____

COUNTY OF SAN LUIS OBISPO

Lenny Hader

Chairman of the Board of Supervisors

ATTEST:

[Signature]

Clerk of the Board of Supervisors

APPROVED:

Bruce A. Cook, Deputy

County Counsel

A. 26
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DATED: 10/5/84

CITY OF SANTA BARBARA

Sheila Lodge
MAYOR

ATTEST:

Jane Gregory
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Steven A. Amal
City Attorney

Robert A. Hart
Library Director

DATED: _____

CITY OF SANTA MARIA

ATTEST:

City Clerk

APPROVED:

City Attorney

Attachment 2

DATED: _____

CITY OF SANTA BARBARA

ATTEST:

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

City Attorney

Library Director

DATED: September 18, 1984

CITY OF SANTA MARIA

ATTEST:

George A. H. H. Jr.
MAYOR

Mary W. O'Brien
City Clerk

APPROVED:

Allen Brines
City Attorney

CONTENTS:

BY: Jack Buchanan
DEPARTMENT HEAD

BY: USA
CITY ADMINISTRATOR

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DATED: October 2, 1984

CITY OF THOUSAND OAKS

ATTEST:

Lee Laxdal, Mayor

Nancy A. Dillon
City Clerk

APPROVED:

Mark Helen
City Attorney #10226

APPROVED:

MSV Lyg
City Manager

DATED: _____

COUNTY OF VENTURA

ATTEST:

Chairman of the Board of Supervisors

Clerk of the Board of Supervisors

APPROVED:

County Counsel

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October 1, 1984

DATED: _____

CITY OF THOUSAND OAKS

ATTEST:

City Clerk

APPROVED:

City Attorney

DATED: Sept - 18, 1984

COUNTY OF VENTURA

Ed Jones
Chairman of the Board of
Supervisors

CHAIRMAN PRO TEMPORE

ATTEST: RICHARD D. DEAN, County Clerk

By Kathryn M. Olew

Deputy County Clerk

Clerk of the Board
of Supervisors

APPROVED:

County Counsel

