

Mountain Valley Library System

Executive Committee Meeting

September 22, 2017

9:00 – 10:00 a.m.

Audio Conference #: 1-888-850-4523

Code: 685185

- | | |
|--|----------------|
| 1. Welcome and Roll Call | Galindo, Chair |
| 2. Public invited to address the committee | |
| 3. Approval of Agenda (ACTION ITEM) | Galindo |
| 4. Volunteer for minute taking | Galindo |
| 5. Loomis Library Request to Join MVLS (ACTION ITEM) | Galindo |
| A. Memo from Frost/Brinkley | Attachment 1 |
| B. NLS Bylaws | Attachment 2 |
| C. MVLS Bylaws | Attachment 3 |
| D. 2005 California Education Code | Attachment 4 |
| E. CLSA System Requirements | Attachment 5 |
| F. MCLS/SCLC JPA 1983 | Attachment 6 |
| G. Black Gold Bylaws | Attachment 7 |
| H. Black Gold Amended Jt Powers Agreement | Attachment 8 |
| 6. Adjournment | |

Brown Act: The legislative body of a local agency may use teleconferencing in connection with any meeting or proceeding authorized by law. Cal. Gov't Code § 54953(b)(1). A "teleconference" is "a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both." Cal. Gov't Code § 54953(b)(4). A local agency may provide the public with additional teleconference locations. Cal. Gov't Code § 54953(b)(4).

The teleconferenced meeting must meet the following requirements:

- (1) it must comply with all of the Act's requirements applicable to other meetings;
- (2) all votes must be taken by roll call;
- (3) agendas must be posted at all teleconference locations and the meeting must be conducted in a manner that protects the statutory and constitutional rights of the parties or public appearing before the body;
- (4) each teleconference location must be identified in the notice and agenda and each location must be accessible to the public;
- (5) during the teleconferenced meeting, at least a quorum of the members of the legislative body must participate from locations within the boundaries of the body's jurisdiction; and
- (6) the agenda must provide the public with an opportunity to address the legislative body at each teleconference location. Cal. Gov't Code § 54953(b).

Meeting Locations

NLS Admin Office, 2471 Flores Street, San Mateo, CA 94403
Placer County Library, 350 Nevada Street, Auburn, CA 95603
Sacramento Public Library, 828 I Street, Sacramento, CA 95814
Woodland Public Library, 250 First Street, Woodland, CA 95695

Conference Call Information

US: 1-888-850-4523

Participant Code: 685185



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To: MVLS Executive Committee
From: Carol Frost, Executive Director, PLP and Jacquie Brinkley, System Coordinator, NLS
Subject: Request from Loomis to establish public library
Date: September 18, 2017

The following notes have been aggregated to document communications regarding the establishment of a public library in the community of Loomis, CA (Placer County).

Loomis has gone through various channels to join MVLS in order to benefit from CLSA funding. Per the Joint Powers Agreement of NorthNet Library System, only the three legacy systems may formally join NorthNet. Loomis would have to join MVLS to participate as a full member of NLS. In reviewing the Bylaws of MVLS, there is not clear direction on joining MVLS.

We have contacted other CA cooperative library systems to ask for language within their Bylaws regarding new libraries and membership. We have included notes from those communications within this memo.

We have also talked with Susan Hildreth, former CA State Librarian, as well as Annly Roman, the current Administrative Assistant to the California Library Services Board. Notes from these individuals are also included here.

Email Correspondence from Jean M. Wilson jmwilson@joyfulheart.com

(Note: we are unclear of Ms. Wilson's capacity in representing Loomis and their interest in establishing a city library)

From: Jean M. Wilson [<mailto:jmwilson@joyfulheart.com>]
Sent: Friday, June 30, 2017 1:04 AM
To: 'caow@plibrarysinfo.org'
Cc: 'jmwilson@joyfulheart.com'
Subject: FW: Loomis Library --NorthNet membership info query

Wendy, thank you for your assistance. I am resending as my email to you this afternoon came back.

Brief background: Loomis is a small town of just under 6700 located in Placer County (north of Sacramento). In the summer of 2016 Placer County closed our branch and one other due to budget constraints. But the townspeople really wanted to keep a library here, resulting in passing of a small local sales tax in November that can support the library. The County leased back the building (and left us some contents, which we've weeded and supplemented.) The town officially withdrew its jurisdiction from the County library system at the end of 2016, appointed a Library Board per State law, and we have reopened as a town library under volunteer management. We are in the process of filing with the State for municipal library status. The Library Board and Town Council have approved a 2017-18 budget of \$200,000. The Board



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has also approved a job description for our librarian, to be hired in the new fiscal year (starting in July), when the tax money starts coming in.

I understand that according to our town size and budget, the basic membership fee is \$500.

We would like the following information:

1. Do we need to become an officially State-recognized municipal library in order to join NorthNet? (I see that your website also mentions "nonpublic libraries." We don't know how long State processing takes for us to be recognized as municipal, if that is the definition of public. Otherwise, we actually are a public library in that we are a town-sponsored library open to the public, offering books, CDs, audiobooks, videos, book club, programs, computers, WiFi, and community room use.)
2. What is the procedure for membership?
3. What are the costs for the services we hope to add: ebooks and audiobooks (Overdrive), music, magazines, videos? (Any other similar e-offerings I've missed?)

Thank you very much for your help. Do not hesitate to ask if there is any further information needed at this time.

Jean Wilson for the Loomis Library and Community Learning Center

jmwilson@joyfulheart.com

916 652-0630 or (messages) 916-652-4659

From: Brinkley, Jacquelyn [mailto:brinkley@plpinfo.org]

Sent: Monday, July 31, 2017 8:13 PM

To: jmwilson@joyfulheart.com

Cc: Frost, Carol; Mary George; Cao, Wendy; Greta.Galindo@cityofwoodland.org; Rivkah Sass

Subject: Loomis Library and NorthNet Membership Inquiry

Dear Ms. Wilson,

Thank you for your patience while we explore the answers to your questions re: membership for Loomis Library in the NorthNet Cooperative Library System. Per the Joint Powers Agreement of NorthNet, only the three legacy systems may formally join NorthNet. Therefore, your request would be directed to join the [Mountain Valley Library System](#). In reviewing the Bylaws of the system, there is not clear direction on joining MVLS.

The Bylaws, do clearly state, however, that only libraries who have been recognized by the California State Library may be members. Per your recent email, it sounds like you are in the midst of receiving this recognition. Could you please provide me with a status update, and any time frames which may have been given to you by the State Library?

The MVLS Council will be holding a meeting within the next month or so to discuss a membership process. I will be able to communicate to you their process once they meet.

Please let me know if you have any questions.



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Thank you.
Jacquie

From: Jean M. Wilson [mailto:jmwilson@joyfulheart.com]
Sent: Wednesday, **August 9, 2017** 11:02 AM
To: 'Brinkley, Jacquelyn'
Cc: 'Frost, Carol'; 'Mary George'; 'Cao, Wendy'; 'Greta.Galindo@cityofwoodland.org'; 'Rivkah Sass'
Subject: RE: Loomis Library and NorthNet Membership Inquiry

Jacquie,
Thanks for getting back to me when you could. I knew you were going to be away on vacation. I have been waiting to hear back from Joanne Ligamari, who is handling our municipal library paperwork with the State. She says that all documentation has been sent in, but apparently some goes to various departments and she does not have any firm idea yet when things will all be approved. I'll keep you updated as I know more.

If it is helpful, NorthNet or Mountain Valley might check with your counterparts in Southern California that cover the Ventura area. A few years ago Camarillo, Moorpark and I think one or two other cities withdrew from the Ventura County system to form municipal libraries, so perhaps there would be some information/documentation on how it works there in case that helps Mountain Valley not have to completely reinvent the wheel. (We do not know of any Northern California cities in a like situation.)

On the good news front, the Town Council has approved our budget and contract so we can begin to advertise for a fulltime librarian! Volunteers have been offering programs since October and keeping the library open 3 days a week for 21 hours since January but with a librarian we can improve our hours and services significantly. We now have over 12,000 items available for checkout and the local historical and genealogical societies have some shelf space for their collections as well. (They are each offering various programs at the library.) Our summer reading program is finishing up, with a Farm to Table theme celebrating Loomis's history in the fruit packing industry.

Let me know if there is anything further that Mountain Valley needs from us for now. I will keep you apprised of anything I hear of our status with the State.

Thank you.
Jean Wilson, for the Loomis Library and Community Learning Center

August 22, 2017

Jacquie,
I have left the previous email threads to help everyone stay caught up.

Joanne Ligamari (a recently retired librarian) of our Library Board has been working with the State Library on our status. This has gone to several different people and departments since there is apparently no longer a protocol for certifying or formally recognizing a municipal library. Apparently there was need for such verification when there were State grants for new libraries but when the grants were discontinued, so was the verification responsibility. (We had earlier been told by Anne Bernardo that the information would come to the California State Library Services Board for review and approval, but she also sent our request to Annly



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Roman, who did the further research, and to Wendy Hopkins, CLSB bureau chief, so our request has made the rounds.)

Last Friday, Aug.18, Joanne Ligamari, Bonnie London, and I had a phone conference with Annly Roman, administrative assistant to CLSB, of the State Librarian's office. (Bonnie London has worked diligently on our becoming a municipal library and had been working with Gerald McGinnity in the State Librarian's office before his leaving last year.) It was at this phone call that Annly explained that since there were no longer grants to new libraries, the previous reason for approvals was deemed to now longer exist and no one now has this specific responsibility for official approvals. However, she said all the documents we sent were in order (using the list of needed documents we had been given previously).

Here is the checklist Joanne had been sent:

Checklist for CLSA Affiliations – New Library Jurisdiction

1. Documentation acknowledging withdrawal of the newly planned library from the current service entity
2. Ordinance, as required in appropriate laws from City, signed by appropriate officials, creating a new library
3. Documentation from City/new library to local System requesting affiliation
4. Documentation from System to City/new library accepting affiliation as approved by System Administrative Council action, pending California Library Services Board (CLSB) approval*
5. Letter from City/new library/new system to CLSB President requesting affiliation with System and waiver of deadlines (if appropriate) and enclosing documents 1-4 above

We have met the above checklist documentation on our part and we certainly have been operating as a municipal library (collection check-out, community room, programs, Town-appointed Library Board, etc.) The library is funded by the Town out of tax revenue and the budget is part of the Town's budget. (If I understand Annly correctly, step 4 is no longer handled by the CLSB.)

Annly did suggest we make sure we have a federal ID number, and reminded us that we will need to file the annual report with the State Librarian. (I looked at it online in the past but we will review to make sure we are collecting all the appropriate data.)

I hope this is helpful in working out our affiliation with Mountain Valley and then NorthNet. (If there is no definitive recognition process by the State Library, what would we need to be recognized by Mountain Valley under its bylaws? A letter from Annly Roman? Going to the System Administrative Council and CLSB even though it is apparently no longer their job?)

If you need to check anything out with Annly Roman, her email is annly.roman@library.ca.gov or phone 916 323-0057. I hope I have interpreted everything she said correctly.

Thank you for all your help and don't hesitate to contact me.
Jean Wilson



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Email from Mary George, Director of Library Services, Placer County to MVLS Chair and Vice Chair, July 31, 2017

Greta and Rivkah,

The Loomis Library was closed last year by the Placer County Board of Supervisors and has reopened run by the Friends of the Loomis Library through an MOU with the Town of Loomis. Loomis is in the process of meeting state requirements to be recognized as a municipal library. Once they are recognized, the Loomis Library may be eligible to join Mountain Valley. The MVLS By-laws do not specifically address how to become a member and in particular a new member’s responsibility, if any, for the MVLS current and on-going CalPERS obligation. According to the NorthNet By-Laws each of the legacy systems are members of NorthNet (JPA) not the individual libraries. So, Loomis is asking to join NorthNet by becoming a member of MVLS.

Carol Frost, Jacquie Brinkley, and I discussed on the phone this morning these issues. Carol and Jacquie were seeking my input as the former director over the Loomis Library and as the past MVLS Chair. A meeting of the MVLS Council is needed to address the pending Loomis Library request to join MVLS and attention to the MVLS By-laws regarding membership.

MVLS By-laws “membership section” states:

“Those public libraries in the System area which meet conditions set forth by the CLSA Regs.Sec. 20105 et. seq. and all libraries which meet the conditions of Educ. Code, 18830 (“Regional Library Network Members”), and who qualify by action of their governing bodies shall be Members of the System and shall have representation on the Administrative Council.”

Full MVLS Bylaws
California Code Regarding forming a Municipal Library

Any questions/concerns please give me a call.

Mary L. George



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Notes from Susan Hildreth (email of 8/30/2017)

Boy this is perplexing and Loomis has really tried on this. I looked at CLSA regulations Sec 20105 , 20190 and 20195 for some guidance and maybe CSL staff has too but it is not too helpful. Maybe you have checked but Diane went through the re-affiliation of Santa Monica with SCLC and maybe that would be useful but they were an established library. In terms of the federal ID number I think Annly may be talking about a tax ID number and/or the number that IMLS provides to library jurisdictions when they are included in the federal statistics, which is separate from the tax ID number. I think IMLS provides that number when the State Library sends in the stats for Loomis, not sure they issue it before the first batch of stats are received but CSL could find that out from their IMLS program officer.

As long as the jurisdiction has the documents that they provided to the state library, I think it is okay but there are specific deadlines in the CLSB regs that have to be followed or waived for affiliations. Because Loomis population was a part of Placer and now are on their own, the funds that Northnet gets should be the same, just distributed differently so the Board should be willing to waive the deadlines but I think they have to be requested to act to do so. See sections below. I recall that any affiliation request had to be submitted to CLSB by September 1 of the fiscal year (in this case 17/18) prior to the year (7/1/18-19) when the system would receive funds for the new library. Since there are no affiliation funds and because in this situation, the funds are not changing because the same population is being served, but just by different jurisdictions, maybe CLSB could waive everything. Also not sure what jurisdiction CLSB has over MVLS anymore. In the case of Santa Monica, they were joining an existing CLSA system and they were also going to be changing funding for all systems as SCLC was getting more of the statewide pie.

I think the trick here is that Northnet was set up so that only the legacy systems are members, so the legacy systems have to decide whether they will or will not accept a new member. They will also have to clarify that Loomis does not have an obligation to be responsible for the MVLS PERS funding. Would adding Loomis impact delivery costs as they get their own delivery and not be serviced via Placer County?

I doubt that MVLS has this information but a similar situation occurred when Folsom withdrew from Sac Public Library, formed its own city library and then joined MVLS. Sorry I am not much help on this one. Feel free to call if that would be of any use. Susan

Sec. 20190. Public library affiliation with an existing system. (a) If any jurisdiction, not previously a member of any System, joins a System with borders contiguous to the jurisdiction, and the System wishes to receive an affiliation grant under Education Code Section 18752, the administrative body of the System shall file a notice of intent and the jurisdictional governing body of the affiliating library shall file an affiliation authorization with the State Board. (b) The State Board's approval of requests for affiliation shall be based on its determination that the proposed membership is at least as effective a way of carrying out the purposes of the Act as would be the case if the membership were with a (c) System other than the one joined. (d) For purposes of determining the eligibility of the affiliating public library or system to receive funds under other provisions of the Act, an affiliation will be considered effective beginning July 1 of the fiscal year immediately following the fiscal year in which the affiliation authorization is filed.



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Sec. 20195. Public library change of system membership. If any jurisdiction at present or previously a member of a System which has received state funds pursuant to that jurisdiction's membership, wishes to join another System instead, and if the library and the System it proposes to join wish to receive state funds pursuant to that jurisdiction's membership under Article 5 of the Act, the governing body of the jurisdiction and the administrative body of the System it proposes to join shall file a joint notice of intent with the State Board. The notice shall be filed by September 1 of the year preceding any July 1 of the first full fiscal year for which state funds pursuant to the new membership are requested. The State Board shall approve all appropriate state fund payments to the System under Article 5 of the Act only if it determines that the new membership results in a more effective statewide method of carrying out the purposes of the Act than would be the case if the jurisdiction retained or resumed the System membership it had previously. If the State Board does not make such a determination in favor of the new membership, then the new System's funding under Article 5 of the Act shall be calculated on the basis of the System comprising only those public library jurisdictions whose membership is approved.

Susan Hildreth
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From Annly Roman, CA State Library, Administrative Assistant to CLSB - 9/11/2017

Good morning,

Below is some clarifying information on the requirements for new municipal library jurisdictions.

No approval requirements from the State Library for NEW municipal library jurisdictions

I did have a call with some individuals from Loomis about the requirements for becoming their own municipal library. I let them know that the state library does not have a process for approving a new local library jurisdiction. The California Library Services Board (Board) no longer approves the creation of a local jurisdiction because the grant program associated with that approval was repealed. The state library does not have statutory governing authority over public libraries, that falls to local control and the requirements within statute. The statute for a municipal library can be found here. https://leginfo.ca.gov/faces/codes_displayexpandedbranch.xhtml?tocCode=EDC&division=1.&title=1.&part=11.&chapter=5.&article=

Requirements to join an existing California Library Services Act Cooperative Library System

The only requirements that the state library has stem from information we need if libraries are planning on applying for funding that we administrate like California Library Services Act (CLSA) or Library Services and Technology Act (LSTA) funds. The Board no longer needs to approve the creation of a new library jurisdiction, but they do still need to approve the affiliation of a library jurisdiction with a cooperative library system.

I did tell them that they did not need to provide me with the final items on the CLSA affiliation list, **which I have attached as a PDF**, because, as expressed to me, they were not planning on joining a cooperative system. If they do wish to join a system they would have to coordinate with that system. I did let them know that they were in NorthNet's area and that Jackie Brinkley would be a good person to contact. They seemed familiar with the process and already knew that they would need to join Mountain Valley Cooperative.

If they are wishing to join a system they would need to provide all of the information under "Checklist for CLSA Affiliations – New Library Jurisdiction" to the Board before the Board can vote on the affiliation at a public meeting.

Federal ID to qualify to apply for LSTA funds

I let them know that in order to apply for LSTA funds they would need their own Federal ID number. It appears that I was not clear but I meant for IMLS. I also let them know that I was not the person who handled that and I was not familiar with the process or requirements. Janet Coles in the Library Development Services Bureau handles that information. Her email address is janet.coles@library.ca.gov.

I hope that this information is helpful in clarifying any confusion. Please feel free to contact me with any additional questions.

Sincerely,
Annly Roman



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Below is the specific language on what is needed for an [FSCS](#) number. (Federal-State Cooperative System - An FSCS ID is a unique identifier for U.S. public libraries.)

203 FSCS Public Library
 Definition
 (C_FSCS)

Answer <Y>es or <N>o to the following question: *“Does this public library meet all the criteria of the FSCS public library definition?”*

A public library is an entity that is established under state enabling laws or regulations to serve a community, district, or region, and that provides at least the following:

1. An organized collection of printed or other library materials, or a combination thereof;
2. Paid staff;
3. An established schedule in which services of the staff are available to the public;
4. The facilities necessary to support such a collection, staff, and schedule; and
5. Is supported in whole or in part with public funds.

Note: If the library meets all of the requirements of this definition, respond with a <Y>es. If the library does not meet one or more of the requirements, respond with a <N>o.

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Southern California Library Cooperative - Diane Satchwell, Executive Director 9/15/17

The process for becoming a member of a CLSA system is outlined in the attached system affiliation document, second section:

Library Leaves one System and Joins Another (since your library is not leaving a system, only the following apply):

2. Ordinance/resolution from jurisdiction granting Library permission to affiliate with new System
5. Letter from Library to new System requesting affiliation
6. Documentation from new System accepting affiliation as approved by System Administrative Council, pending LoCB (now CLSB) approval
7. Letter from Library to LoCB (CLSB) President requesting affiliation with System and waiver of deadlines (if appropriate) and enclosing documents 2-6 above

Also, the MCLS/SCLC JPA states (p. 12):

13. Joinder of New Public Agencies

Any public agency which has the power to provide library services may join the System upon the application of their governing bodies and upon the consent of the Council; provided that such agency has agreed to abide by all the terms of this Amended Joint Powers Agreement. The Council shall prescribe the amount of money, if any, that shall be paid by the new public agency as a prerequisite to its becoming a member.

The following link includes information provided to the CLSB when the Huntington Beach and Santa Clara County libraries requested approval of their system memberships (see Document 4) that may be used for reference:

http://www.library.ca.gov/loc/board/agendas/2015AprDocs/April2015_Agenda_and_Packet.pdf

(Email to Library wanting to join SCLC from Diane)

Greetings!

Congratulations again for taking the first step toward becoming a CLSA library. Jeri and Angel will work together on the initial paperwork to join SCLC.

There are some important targets"

1. Your council approving joining (your job)
2. SCLC member libraries voting SMPL into SCLC (which I know they are thrilled)
3. Getting on the CLSA Board agenda (my job) to have them vote you in as a CLSA library.

I am not sure we can get on the April Board agenda. I am working with the State Library to see what can be done. The next meeting would be September. That would mean no service July and August. And we would



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need to submit a waiver that would allow you to join FY 16/17 and not wait until FY 17/18 (which is the process).



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Black Gold Cooperative Library System - Maureen Theobald, Executive Director 9/10/2017

Our Bylaws have some tangential language on how libraries can be added, it's not much, but I've attached them here. The information is highlighted. The JPA has most of the information in Section 12 so am sending that as well.

Bylaws of the Black Gold Cooperative Library System

ARTICLE III MEMBERSHIP

The membership of the Black Gold Cooperative Library System shall be limited to those libraries that are officially accepted and recognized as members by the California Library Service Board, having met the requirements set forth in the California Education Code, Sections 18700-18766 (California Library Services Act), and the California Administrative Code (Chapter 2, Public Library Services). Additional membership requirements may be established by the Administrative Council.

AMENDED JOINT POWERS AGREEMENT CREATING AS A SEPARATE LEGAL ENTITY THE BLACK GOLD COOPERATIVE LIBRARY SYSTEM – October 1, 1984

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

Also Note: ARTICLE XV CONTRIBUTIONS and ARTICLE XVI 3-TIERED CLSA BASE MEMBERSHIP

Base Membership Fee Benefits: Library CLSA benefits, e.g., universal borrowing Any system services/programs/training funded with state funds thru CLSA., e.g. Delivery Basic administration. Does not include participation in ILS system or cataloging. Does not include participation in any fee based services, e.g., downloadable services or databases.

BYLAWS OF THE NORTHNET LIBRARY SYSTEM

Article I. Name

The Joint Powers Agreement of the NorthNet Library System dated May 8, 2009 (“Agreement”), establishes a Joint Powers Authority to be known as the NorthNet Library System (NLS).

Article II. Objectives

NLS is a Regional Library Network as defined in Education Code Section 18810(s). The objectives of NLS shall be to implement and accomplish the purposes described in the Plan of Service agreed upon by the member organizations consistent with the provisions of the California Government Code, Sections 6500-6578 (Joint Exercise of Power), formed under the terms of the California Library Services Act (California Education Code, Section 18700 *et seq.*) and continuing under successor acts, and to otherwise accomplish the purpose and goals of the Agreement.

Article III. Membership

Section 1. Qualifications

A member of NorthNet Library System is any cooperative library system that has the power to provide library services and is organized as a joint powers authority or a joint resolution agency (hereinafter, “System”). A System may join NLS upon the application of its governing body and upon the consent of the NLS Administrative Council, provided that such agency has agreed to abide by all the terms of the Joint Powers Agreement and these Bylaws; and upon doing so shall be a member of NLS (“Member”). The individual libraries that comprise the cooperative library systems in NLS shall hereafter be referred to as “constituent libraries.” While these constituent libraries shall have voting authority as described in these Bylaws, they shall not individually be considered Members of NLS.

Section 2. Fees, Dues and Assessments

- a. The NLS fiscal year is defined as July 1 to June 30, and membership fees payable to NLS by the constituent libraries of Members shall be in such amount as determined annually by action of the Administrative Council. In addition, the Council may adopt additional fees for specific services to Members or constituent libraries.
- b. Constituent libraries are billed at the beginning of the fiscal year for the entire year. If after 90 days no payment has been received, the constituent library will be sent a letter informing the library that it needs to pay or submit a formal request for a waiver or reduction to be considered by the Executive Committee. Within 90 days of receiving the letter, the Executive Committee will notify the library if a reduction or waiver has been approved. If no payment or waiver request has been submitted by January 1, services to the constituent library will be terminated.
- c. The waiver or reduction of membership fees may be requested by a constituent library when it has experienced a significant reduction in operating funds through the reduction of budget allocation from the local funding authority, the automatic termination of a local special tax or benefit assessment, or catastrophic loss such as flood, earthquake damage or fire.

Section 3. Withdrawal

A Member may withdraw by submitting a written notice of termination to the Chair of NLS,

provided that such notice is received between July 1 and September 1 of any year. In the event that a timely notice of termination is received, the termination shall take place effective July 1 of the succeeding year. Constituent libraries wishing to withdraw from any NLS Member System shall do so in accordance with the Bylaws of that individual System.

Article IV. Governance Structure

Section 1. Administrative Council Composition

Pursuant to Education Code Section 18747 (a), the Administrative Council, hereinafter called "Council," shall be comprised of the head librarian or duly authorized alternate of each constituent library.

Section 2. Administrative Council Duties

Pursuant to Section 18747(a) and CSLA Regs. Sec. 20135, it shall be the responsibility of the Council to: oversee and administer the business of NLS; formulate policy and goals; adopt an annual plan of service; adopt an annual budget, and elect a Chair-Elect who shall be Vice-Chair and members of the Executive Committee. Any officer may resign or may be removed with or without cause by the Council at any time. The Council shall also perform additional duties imposed by law or defined in these Bylaws.

Section 3. Council Officers

a. Chair

The Chair-Elect shall assume the office of Chair on July 1 of the year following the Chair-Elect's service as Vice-Chair. The Chair shall hold office for one year or until he or she shall resign, be removed, or otherwise disqualified to serve, or until his or her successor shall be qualified. It shall be the duty of the Chair to preside at meetings of the Council; to prepare the agendas for meetings of the Council in consultation with the System Administrator; to execute contracts and other instruments on behalf of NLS as authorized by the Council or Executive Committee; to appoint committees as authorized by the Council; and to represent NLS as occasion demands. If the office of Chair becomes vacant by death, resignation, or removal, the Chair-Elect shall serve for the unexpired term.

b. Chair-Elect

At the annual meeting, the Council shall elect from among its members a Chair-Elect who shall serve as Vice-Chair. The Vice-Chair shall take office July 1. He or she shall hold office as Vice-Chair for one year or until he or she shall resign, be removed, be otherwise disqualified to serve, or until a successor shall be elected and qualified. He or she shall succeed to the office of Chair on July 1 of the following year. The Vice-Chair shall, in the absence or disability of the Chair, perform all the duties of the Chair and when so acting shall have the powers of, and be subject to the restrictions upon the Chair. If the office of Chair-Elect becomes vacant by death, resignation, or removal, the Executive Committee shall appoint a Chair-Elect who shall serve until the next regular meeting, when the appointment shall be confirmed by the Council. If the appointee is not confirmed, a Chair-Elect shall then be elected by the Council.

Section 4. System Administration

The Council shall provide for System Administration either by contracting with an agency or company or by employing personnel to conduct the business of NLS and serve as the System

Administrator. The System Administrator shall be responsible for administration of all NLS services and activities that have not been assigned to Members or constituent libraries.

- a. The System Administrator shall be responsible for the preparation of documents, grant applications and reports, preparing financial reports, maintaining financial records and conducting financial transactions and shall confer with legal counsel and the California State Library and shall conduct any other business as required.
- b. It shall also be the duty of the System Administrator to prepare and distribute notices and/or agendas in advance of meeting dates; to take and to transcribe the minutes of the Council and Executive Committee meetings; to certify official documents of the Council; and to maintain such official records as are required.
- c. The System Administrator shall maintain an office that will be the principal office for the transaction of the NLS business.
- d. If neither a contract is in force nor personnel are employed, the Chair or designee shall assume the duties usually assigned to the System Administrator.

Section 5. Standing Committees

5.1 Meetings of all standing committees shall be conducted in accordance with Article V, Sections 1-4 of these Bylaws.

5.2 Executive Committee

- a. The Council shall elect an Executive Committee annually, which shall consist of six Directors who shall be as representative as possible of the sizes and types of libraries that belong to NLS and of the geographic area comprising the NLS service area. The Chair, Vice-Chair and immediate past Chair shall serve in addition to the six Directors as members of the Executive Committee. The Chair shall preside at its meetings. The Vice-Chair shall preside in absence of the Chair. Five members of the Executive Committee shall constitute a quorum for the transaction of business.
- b. The Executive Committee shall supervise and direct the System Administrator and shall appoint interim NLS officers and members of the Executive Committee to fill vacant positions until the Council has the opportunity to meet to elect new ones.
- c. The Executive Committee shall be responsible for overseeing the day-to-day operations of NLS including but not limited to administering the budget, approving contracts, and recommending an annual budget and plan of service to the Council. The Executive Committee shall between Committee meetings act through the Chair, and in his/her absence, the Vice-Chair. The Executive Committee shall meet at least quarterly and all meetings shall be subject to the Brown Act. The Executive Committee shall have all necessary powers and authorities to take such actions as are necessary for NLS excepting only adoption of the annual budget, adoption of the annual plan of service, setting membership fees and charges, electing a Chair-Elect and Executive Committee, and adopting or revising these By-Laws and revising the Agreement, all of which are reserved to the Council.
- d. The Executive Committee shall have authority to adopt interpretations of these Bylaws and of the Agreement, which upon reasonable notice to members shall be binding except as disallowed by a vote of the Council.
- e. Executive Committee members shall serve a two-year term and may serve no more than two consecutive terms. Terms shall be staggered such that the terms of three members will conclude in even numbered years and those of three members in odd numbered years. Terms shall begin on July 1 and end on June 30.

5.3 Finance Committee

The Finance Committee includes the Chair, the Chair-Elect, and three members of the Executive Committee appointed by the Chair. The Finance Committee meets as needed to review and discuss matters related to NLS financial affairs including but not limited to budgets, grant requests, disbursements and transfers from restricted funds (reserves) and the management of financial assets. The Finance Committee reports to and makes recommendations to the Executive Committee. Three members shall constitute a quorum.

Section 6. Ad Hoc Committees

The Chair may appoint Ad Hoc committees as needed. Each Ad Hoc Committee will have a specific charge and projected sunset date. Members may include staff of constituent libraries that are not members of Council.

a. Ad Hoc Nominating Committee

The Chair shall annually appoint an Ad Hoc Nominating Committee consisting of at least two sitting Executive Committee members and at least one Council member that is not serving on the Executive Committee. The Ad Hoc Nominating Committee will be charged with nominating candidates for the following year to fill positions on the Executive Committee and to nominate one or more candidates to serve as Chair-Elect of NLS. A slate of candidates shall be submitted to the membership along with the agenda for the Council's Annual Meeting. The Committee will sunset after the Council's Annual Meeting.

Section 7. Communities of Interest

a. Communities of Interest may be established by the Executive Committee as needed. Their purposes are

- To encourage networking and information exchange among library staff;
- To serve as a forum for discussion and ideas related to their particular needs;
- To provide leadership development opportunities to member library staff.

b. Communities of Interest will be responsible for

- Electing their own chairs;
- Scheduling and running their own meetings;
- Choosing their information exchange topics and tools.

c. The System Administrator will assist the Communities of Interest as appropriate.

Article V. Meetings

Section 1. Generalities

The Council shall hold regular meetings at least annually, in order to evaluate the progress and goals of NLS, to adopt an annual budget and plan of service and to conduct elections for Chair-Elect and Executive Committee. The meeting at which elections are conducted shall be designated as the Annual Meeting.

Meetings of the Council, Executive Committee and Finance Committee may occur via electronic means such as telephone conference call, videoconference, or online meeting, provided, however, that all meetings, whether in person or electronic, shall be held in compliance with the Ralph M. Brown Act. Members of the public may attend any electronic meeting by requesting participation instructions from the System Administrator.

Section 2. Changes in Time and Place and Cancellation of Meetings

A meeting may be changed as to time or location or canceled upon approval of Chair of the Council at least 24 hours prior to the regular time of meeting, provided that written notice of such change of time or location is given to all Council members at least 24 hours prior to meeting time.

Section 3. Special Meetings

Special meetings may be called by the Chair of the Council. Notification of such special meetings shall be made to each Council member at least 24 hours before the time of such meeting. The call and notice shall specify the time and place of the special meeting and the business to be transacted. Special meetings shall also be announced to the public under the terms of the Brown Act.

Section 4. Adjournment

The Council may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular or adjourned regular meeting, the System Administrator or Chair may declare the meeting adjourned to a stated time and place. Written notification of such adjournment shall be made in accordance with law.

Section 5. Rules of Order

The rules contained in Roberts Rules of Order, latest revised edition, shall govern all meetings of the Council, except in instances of conflict between said Rules of Order and these Bylaws or the Agreement or provisions of law, in which case Rules of Order shall to that extent not control.

Section 6. Minutes

- a. A complete set of minutes as approved by the Council shall remain on file at the principal office of NLS, and shall be open to inspection by any person at all reasonable times during office hours.
- b. The approved minutes of every Council meeting and Executive Committee meeting shall be made available by posting on the NLS website for a period of at least three years.

Section 7. Voting

The Council shall be composed of the head librarian or duly authorized alternate of each constituent library which is that of any Member. Each constituent library shall have one vote to be cast by its representative, except as specified herein.

Only public library Council members shall vote on the disposition of funds restricted to public library purposes under the California Library Services Act (CLSA) or other laws or agreements. All Council members shall vote on issues that do not relate to CLSA. Decisions shall be made by a majority vote of the members present at Council meetings, except as provided herein.

25% of the total number of Council members shall constitute a quorum for the transaction of business.

Votes shall be taken by voice subject to the requirements of the Brown Act, except that a vote shall be repeated by tally at the request of the Chair or any Council member.

Article VI. Resolutions

An official copy of every resolution passed by the Council shall be attested by the System

Administrator and shall remain on file at the principal office of NLS and shall be open to inspection by any person at all reasonable times during office hours. All resolutions shall bear the date of passage and shall be numbered consecutively. Copies of any resolution shall be provided to any Council member upon request.

Article VII. Execution of Documents

The Executive Committee may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of NLS, and such authority may be general or confined to specific instruments; and unless so authorized by the Administrative Council, no officer, agent, or other person shall have any power or authority to bind NLS by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

Article VIII. Adoption of Bylaws

New Bylaws may be adopted or these Bylaws may be amended or repealed by majority vote at any meeting of the Council at which a simple majority of Council members eligible to vote is represented. These Bylaws, and any Bylaws which may be adopted, shall be distributed within seven working days of their adoption to each Council member and to the System Administrator, and to such other persons, firms or agencies as may request them. The System shall keep in its principal office the original or a copy of these Bylaws as amended or otherwise altered to date, certified by the System Administrator, which shall be open to inspection by any person at all reasonable times during office hours.

Article IX. Termination of Agreement

The Agreement shall remain in effect until rescinded by all of the remaining parties, or until the withdrawal of all except one party; the occurrence of either event shall result in dissolution of NLS. In the event of acts constituting dissolution, the members of the Council remaining at that date shall continue as the governing board of the agency for the purpose of settling its affairs (“winding down”), and during the course of such winding down, shall exercise all powers granted by these Bylaws, as may be necessary or convenient in the accomplishment of its duties. When all agency affairs have been finally settled, the Council shall by resolution so declare, at which point the Agreement shall be of no further force or effect. In such winding down all assets of NLS will be converted to cash, or to forms of property converted for division and distribution, and following the payment of all just claims against the System, shall be distributed as follows:

- a. To the Federal and State governments if any applicable law requires the distribution of assets to these governments.
- b. Any remaining balance will be used to pay each member which has ever belonged to the System the amount of the dues and contributions of its constituent libraries, and if the balance is not sufficient, such payments shall be made on a pro rata basis.
- c. Any balance yet remaining shall be distributed among the parties which have belonged to the System on a pro rata basis of one point to each member for each full year of membership.

Adopted by NorthNet Council 03/07/13

MOUNTAIN-VALLEY LIBRARY SYSTEM BYLAWS

NAME

The name of the System shall be the Mountain-Valley Library System (MVLS).

PURPOSE

The purpose of the System shall be to provide residents of each Member library jurisdiction or institution with the opportunity to obtain through their libraries needed materials and information services by facilitating access to the resources of other libraries in the System, and resources of all libraries in this State, pursuant to the California Library Services Act (California Education Code [hereafter referred to as "Educ. Code"], Sections. 18700 et. seq.) the California Library Services Act Regulations (Code of California Regulations, Title 5, Division A, Chapter 2) [hereafter referred to as "CLSA Regs."], and the Library of California Act (Educ. Code, Secs. 18870 et. seq.) and the annual priorities set by the Administrative Council.

MEMBERSHIP

Those public libraries in the System area which meet conditions set forth by the CLSA Regs. Sec. 20105 et. seq. and all libraries which meet the conditions of Educ. Code, 18830 ("Regional Library Network Members"), and who qualify by action of their governing bodies shall be Members of the System and shall have representation on the Administrative Council.

FEES, DUES AND ASSESSMENTS

The dues payable per fiscal year to the System by Members shall be in such amount as determined annually by resolution of Administrative Council. The fiscal year is defined as July 1 to June 30.

WITHDRAWAL OF MEMBERSHIP

The Membership of a Member shall terminate upon the occurrence of any of the following events:

- (a) Upon failure to pay dues on or before January 31 of the fiscal year for which the dues are assessed. Such termination is to be effective thirty (30) days after a written notification of delinquency is given personally or mailed to the chief officer of the jurisdiction or institution by the Chair of the System. A Member may avoid such termination by paying the amount of delinquent dues within a thirty (30)-day period following the Member's receipt of the written notification of delinquency.

- (b) Upon receipt of a notice of termination from the chief officer of the jurisdiction or institution to the Chair of the System, provided that such notice is received between July 1 and September 1 of any year. In the event that a notice of termination is received, the termination shall take place effective July 1 of the succeeding year.

- (c) Any member may change System membership pursuant to CLSA Regs. Sec. 20195. The governing body of the jurisdiction and the administrative body of the System it proposes to

joint shall file a joint notice of intent with the State Board. The notice shall be filed by September 1 of the year proceeding July 1 of the first full fiscal year for which state funds pursuant to the new membership are requested.

GOVERNING AUTHORITY

Administrative Council

Roles and Responsibilities

Pursuant to Educ. Code, Sec. 18747 (a) and CSLA Regs. Sec. 20135, it shall be the responsibility of the Administrative Council to: Generally administer MVLS; Adopt an annual Plan of Service; Adopt annual budget; Ensure that a report to the CLSA State Board regarding accomplishments and expenditures for the past year is issued; Adopt annual member fees, dues, and assessments; Adopt changes to the by-laws; Adopt System membership policies and approve new or remove members; Perform any and all duties imposed by law or by the bylaws.

Effective July 1, 2006, the MVLS Administrative Council will contract with the North Bay Cooperative Library System (NBC) to provide services as described in the MVLS CLSA Plan of Service, administrative services, and other services as needed under the direction of the MVLS Administrative Council. It is the responsibility of the MVLS Administrative Council to annually evaluate the administrative and other services performed by NBC.

Composition and Voting

Pursuant to Educ. Code, Sec. 18747 (a), and CSLA Regs., Sec. 20140, the Administrative Council shall be composed of the head librarian or delegate of each member jurisdiction or member institution in MVLS. A quorum shall consist of more than 25% of the members. Each member jurisdiction shall have one vote to be cast by its representative.

Only public library members shall vote on issues related to the California Library Services Act (CLSA). All members shall vote on issues that do not relate to CLSA, including annual fees, dues and assessments. Decisions shall be made by a majority vote of the members present at Administrative Council, except as provided herein.

Meetings

The Administrative Council shall meet a minimum of four (4) times per year. Special meetings may be called by the Chair or by petition of four Members of the Administrative Council.

Executive Committee

The Executive Committee shall consist of the Past Council Chair, Current Council Chair, Council Chair elect, other Standing Committee Liaisons, and a representative from the Sacramento Public Library. Executive Committee will meet prior to the Council meeting to review System programs and budgets for their fiscal and program impact; recommend Proposed and Final Budgets to the Council; recommend changes to the Bylaws; recommend annual administrative services issue and set the Agenda for Council Meetings. Each Committee member shall have one vote, and simple majority of those

present passes motions. The Council Chair, or a member of the Executive Committee appointed by the Council Chair, shall prepare a summary of Committee actions and recommendations for presentation to the Administrative Council at its next meeting.

The Council Chair shall preside at all meetings. The Vice- Chair shall preside in the absence of the Chair and the immediate past Chair shall preside in the absence of both the Chair and the Vice-Chair.

The last meeting of the fiscal year of the Administrative Council shall be the annual meeting at which officers (Chair and Chair-Elect) and Standing Committee Chairs shall be elected for the following year. The fiscal year is defined as July 1 to June 30. Officers may not serve consecutive terms, except as defined in these Bylaws. Officers shall assume their positions on July 1. In the event that the Council Chair can no longer serve, the Vice-Chair shall assume the position of Chair for the remainder of the term. In the event that the Vice- Chair can no longer serve, the Administrative Council shall elect a new Chair and Vice-Chair to serve out the remainder of the term. The Vice-Chair succeeds the Chair in July. Should the Past Chair be unable to serve out their term, the Past Chair shall assume the position of Past Chair on the Executive Committee.

Each year the final budget shall be adopted at the next Council Meeting following the adoption of the State Budget.

The Administrative Council and Executive Committee may meet via electronic means such as telephone conference call, videoconference, or online meeting as long as the meeting is announced and conducted in accordance with the Brown Act. Members of the public may attend any electronic meeting by requesting participation instructions from the System Administrator. The Council Chair and Administrative Coordinator shall develop the Executive Committee Agenda. The Administrative Council and Executive Committee agenda shall be developed by the Administrative Council Chair and the NBC Coordinator. The agendas and packets are to be distributed by the NBC Coordinator not less than seven days before a meeting. A copy of the Administrative Council agenda will be sent to the NBC Chair. Recording of the minutes is the responsibility of the NBC Coordinator or their representative. Minutes of each meeting are adopted and/or revised by motion at the next meeting.

SYSTEM STAFF

There shall be no staff employed by MVLS. NBC shall staff and supervise the operation of the System, provide information, prepare reports, evaluate services and resources, make suggestions and provide general guidance to the Administrative Council in performing its policy making functions.

SYSTEM ADVISORY BOARD (SAB)

Roles and Responsibilities

Pursuant to Educ. Code, Sec. 18747 (b) and Sec. 18749-18750, and CSLA Regs. Sec. 20145 it shall be the duties of the System Advisory Board to Assist Administrative Council in the

development of the System Plan of Service; Advise the Council on the need for services and programs; and Assist in the evaluation of System services.

Composition and Voting

The governing body of each public library member appoints one member. Each member jurisdiction shall have one vote to be cast by its representative.

Meetings

The System Advisory Board generally meets on the same day and location as the Council meeting. A report is to be given by the SAB Chair at the Council meeting. The SAB shall establish its own agenda, elect its own officers and record its own minutes. Minutes are to be distributed with the Council/SAB agenda packet

COMMITTEES

The NBC Coordinator shall maintain the membership roster of all Committees.

General (For all committees excepting Executive)

The Administrative Council shall establish standing and special committees. Committees shall prepare recommendations and reports for consideration and action by the Administrative Council. The Administrative Council Chair shall appoint a liaison from Council to each Committee for a two (2) year term. The liaison shall be responsible for carrying the directives of the Administrative Council to the standing committee, seeing that the standing committee follows the MVLS by-laws and procedures, acting as a mentor to the committee in guiding its activities and decisions and interpreting System policies, and reporting and/or presenting the Committee recommendation(s) at each Administrative Council meeting. The liaison serves in an ex-officio capacity to the Committee.

The Chair of each standing committee shall be chosen by the committee members at the first meeting of each fiscal year. The Administrative Council shall approve committee chairs at its first meeting following such selection of a committee chair. Member library staff and SAB members are encouraged to serve as members on standing committees.

The Administrative Council and Executive Committee may meet via electronic means such as telephone conference call, videoconference, or online meeting as long as the meeting is announced and conducted in accordance with the Brown Act. Members of the public may attend any electronic meeting by requesting participation instructions from the System Administrator. The Council Chair and Administrative Coordinator shall develop the Executive Committee Agenda. The Administrative Council and Executive Committee agenda shall be developed by the Administrative Council Chair and the NBC Coordinator. The agendas and packets are to be distributed by the NBC Coordinator not less than seven days before a meeting. A copy of the Administrative Council agenda will be sent to the NBC Chair. Recording of the minutes is the responsibility of the NBC Coordinator or their representative. Minutes of each meeting are adopted and/or revised by motion at the next meeting.

STANDING COMMITTEES

Children's Committee

Roles and Responsibilities

The Children's Committee shall plan and carry out regional programming for children's activities, and appoint sub-committees to plan workshops and the Summer Reading Program.

Composition and Voting

Council members, SAB members and designated staff may serve on this committee. It is recommended that children's services staff of System member libraries be appointed. Each Committee member shall have one vote and a simple majority passes motions.

Meetings

The Children's Committee shall meet at least two times annually. The agenda shall be developed and sent out by the Chair. Minutes are recorded by an attending member and distributed by the Chair.

ILL Committee

Roles and Responsibilities

The ILL Committee shall recommend ILL procedure and policy to the Administrative council, and evaluate effectiveness of ILL services among members.

Composition and Voting

Council members, SAB members and designated System member library staff may serve on this committee. It is recommended that ILL staff of System member libraries be appointed. Each Committee member shall have one vote and a simple majority passes motions.

Meetings

The ILL Committee shall meet at least once annually or as needed and shall report via its liaison to the Council. The agenda shall be developed by the Chair. The agenda and supporting documents shall be sent out by the Committee Chair. Minutes are to be recorded by an attending member and distributed by the Committee Chair.

Reference Committee

Roles and Responsibilities

The Reference Committee shall review all aspects of the System reference program and provide input and recommendations regarding reference-related issues to the Administrative Council. This committee will also work closely with its Administrative Council liaison to evaluate current programs and services and to plan new programs and services.

A "Forum" subcommittee will assist in planning for reference workshops.

The Reference Committee will review and develop the Reference Plan of Service.

Composition and Voting

Administrative Council members, SAB members and designated System member library staff are eligible for this committee. Each Committee member shall have one vote and motions are passed by a simple majority.

Meetings

The Reference Committee shall meet—at least twice annually and reports—to Administrative Council via its liaison. The agenda shall be developed by the Chair and the Committee's Administrative Council liaison. The agenda and supporting documents shall be sent out by the Committee Chair. Minutes are recorded by a Committee member and distributed by the Committee Chair.

PROCEDURAL MANUAL

A *Procedural Manual* for MVLS shall be developed by the Administrative Council and maintained and promulgated by the NBC Coordinator. The purpose the *Manual* shall be to comply with CSLA Regs., .Sec. 20136 and to enact these by-laws. The *Procedural Manual* shall be reviewed by Administrative Council. MVLS BYLAWS 9/10/1999 rev 6/2/2006 Page 5

AMENDMENTS

These bylaws may be amended at any regular meeting of the Administrative Council provided that the proposed amendments were on the agenda and discussed by the Executive Committee.

Approved by Administrative Council, January 24, 2008

2005 California Education Code Sections 18830-18831 Article 4. Eligible Libraries

**EDUCATION CODE
SECTION 18830-18831**

18830. (a) Libraries in public library jurisdictions that are members of a regional library network and libraries in institutions that are members of a regional library network are eligible to receive services under this chapter and to become participating libraries. The board of governance or the appropriate administrative authority for each academic library, public library, school library, and special library that decides to join a regional library network shall take official action to approve network membership. That local governing agency or appropriate administrative authority shall agree not to reduce funding for library services as a result of network participation. Each public library jurisdiction, school district, university or college, and institution or corporation, or agency or branch thereof, may become a member of a regional library network. A public library jurisdiction not a member of the California Library Service Act public library system on the effective date of this section, and an institution, shall have at least one library that agrees to be a participating library and meets the following eligibility standards:

- (1) A written explicit mission statement and service objectives.
- (2) A fixed location in California.
- (3) Established hours of service.
- (4) An organized collection of information and materials accessible for use by its primary clientele.
- (5) Designated, onsite, paid staff for library services. At least one staff person shall have a master's degree in library or

information science or a California library media teacher credential issued by the Commission on Teacher Credentialing, but equivalent graduate education or demonstrated professional experience may be substituted for this requirement. The eligibility determination will be made by the regional library network.

(6) An established funding base.

(b) Participating libraries must agree to all of the following:

(1) To share resources and services with other members of the regional library network.

(2) To provide resources and services for other members of the regional library network.

(3) To meet the minimum resource-sharing performance standards of the regional library network.

(c) Participating libraries may not obtain services provided under this act on behalf of nonparticipating libraries. No membership fees or service fees may be assessed for access to services delivered by state funds under this chapter. Regional library networks may provide their members with increased or enhanced services for a fee, at the option of each member.

(d) Library jurisdictions that are members of the California Library Services Act public library systems on the effective date of this section are deemed to meet the eligibility standards in subdivision (a), and shall not be required to certify that they meet these eligibility standards.

18831. (a) Each participating library shall receive state-supported services from a single regional library network. Geographical boundaries determine which regional library network a public library jurisdiction or institution, and its participating libraries, may join; exceptions may be made by the state board. Realignment of membership from one regional library network to another is

permissible. A public library jurisdiction or an institution that is a member of a regional library network may also subscribe to services offered by other regional library networks.

(b) Eligible libraries may receive state funds for services delivered under this chapter.

All actions involving the establishment of a library must be done in conformance with existing law and relevant legal opinions and judgments. Library laws may be found at <http://www.library.ca.gov>.

Checklist for CLSA Affiliations – New Library Jurisdiction

1. Documentation acknowledging withdrawal of the newly planned library from the current service entity
 2. Ordinance, as required in appropriate laws from City, signed by appropriate officials, creating a new library
 3. Documentation from City/new library to local System requesting affiliation
 4. Documentation from System to City/new library accepting affiliation as approved by System Administrative Council action, pending Library of California Board (LoCB) approval*
 5. Letter from City/new library/new system to LoCB President requesting affiliation with System and waiver of deadlines (if appropriate) and enclosing documents 1-4 above
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Checklist for CLSA Affiliations—Library Leaves one System and Joins Another

1. Library seeks advice from CLSA staff regarding disaffiliation/contiguous boundaries
2. Ordinance/resolution from jurisdiction granting Library permission to disaffiliate and to affiliate with new System
3. Letter from Library advising former System of disaffiliation*
4. Letter from former System to Library acknowledging disaffiliation (optional)
5. Letter from Library to new System requesting affiliation*
6. Documentation from new System accepting affiliation as approved by System Administrative Council, pending LoCB approval
7. Letter from Library to LoCB President requesting affiliation with System and waiver of deadlines (if appropriate) and enclosing documents 2-6 above

*Cases involving joint powers agreements may require additional legal counsel and documentation

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

This Amended Joint Powers Agreement is entered into by and between each of the public agencies whose names appear on the signature pages of this Amended Agreement. The effective date of this Amended Agreement shall be October 1, 1983 provided that by said date not less than two thirds of the said agencies have executed this Agreement, and if not this Agreement shall be effective January 1, 1984 provided that by said date not less than two thirds of said agencies have executed this Agreement. In any event any of said agencies may become members of the Metropolitan Cooperative Library System pursuant to this Agreement provided they have executed this Agreement by January 1, 1984. Thereafter any public agency may join the System only with the consent of the Administrative Council as provided in Article 13. These agencies and other public agencies that may later become members of the System shall hereafter be referred to as "member agencies".

This Amended Agreement is entered into in consideration of the following matters:

A. On September 29, 1966, the Cities of Pasadena, Monrovia, South Pasadena and Sierra Madre, and the Altadena Library District entered into a Joint Powers Agreement, whereby the San Gabriel Valley Library System was formed in order to

Original
1.

improve library services through closer cooperation and to obtain the benefits provided by the Public Library Services Act of 1963.

B. Each of the other public agencies which is signatory hereto did later and in accordance with the procedure established by said Joint Powers Agreement become a part of the system established thereby.

C. The cooperative library system established by said Agreement has functioned in a manner which carried out the basic objectives of the parties.

O. The parties intend hereby to continue in effect the cooperative library system heretofore established through the procedure of creating a public entity separate from the parties to this Amended Agreement in accordance with Article 1, Chapter 5, Division 7, Title 1 of the California Government Code, and in particular Section 6507 thereof.

E. All of the parties intend that this Amended Joint Powers Agreement shall supersede the Joint Powers Agreement dated September 29, 1966.

NOW THEREFORE, each of the parties signatory hereto does agree as follows:

1. Purpose

The purpose of this Amended Joint Powers Agreement is to provide for the exercise of the common power of each of the agencies hereto to provide public library services. This common power shall be exercised in a manner consistent with and in furtherance of the objectives of the California Library Services Act (Education Code, §§ 18,700 et seq., hereinafter "Library

Services Act") and in such manner that the entity created hereby shall be eligible for any grant funds that may be payable pursuant to said Act and such other laws of a similar nature both state and federal that now exist or that may from time to time be enacted. This instrument shall be construed in a manner consistent with these objectives. The foregoing, however, shall not be deemed to limit the extent of the powers conferred on the public entity created hereby. The system shall possess all the powers, prerogatives 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 member agencies 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.

2. Creation of the Metropolitan Library System as a Separate Public Entity

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

3. Administrative Council as Governing Body; Appointment of Director, Custodian

a. Composition of Administrative Council

The Council created by the Joint Powers Agreement of September 29, 1966 is continued in effect as the Administrative Council and shall henceforth be charged with the responsibility of administering and executing this Amended Agreement. The Administrative Council (heretofore and hereinafter "Council") shall continue to consist of the head librarians of each member agency.

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 1 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 of the member agencies;
- (6) To solicit and receive funds from any source;
- (7) The Council shall have such further powers as are common to the parties hereto and are reasonable and necessary to effectuate the purpose of this Amended Agreement.

The Council shall have general administrative respon-

sibility with respect to the cooperative library system provided for by the Library Services Act, shall adopt a system plan of service, 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 elect one of its members Chairperson and he or she shall preside at the meetings. The term of office shall be one year or such other period as the Council may from time to time prescribe. The Council shall adopt by-laws or other rules for conducting its meetings, for the establishment of other 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.

d. 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.

4. Advisory Board

The Advisory Board heretofore established by the parties to the Agreement of September 29, 1966 shall continue in effect, the membership, term and duties thereof to be determined in accordance with the Library Services Act.

5. 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 power of the Altadena and Palos Verdes Library Districts, as set forth in Chapter 8, Part 11, Division 1, Title 1 of the Education Code of the State of California.

In the event of the withdrawal of both the Altadena and the Palos Verdes Library Districts from the System the Council shall, or in the event that said Districts' enabling legislation is significantly altered, the Council may select another member of the System in lieu of said Districts, provided that two-thirds of the remaining members of the System have consented thereto. Such consent shall be presumed in the event that any member has failed to object within thirty days of its receipt of written notice of the Council's proposed designation.

6. Implementation of Cooperative Library System

a. The parties to this Amended Agreement shall be deemed members of the System.

b. Member agencies will permit any resident borrower in good standing in one member library to borrow library materials circulated by any other member library according to its rules, without discrimination because of the borrower's place of residence and without payment of a nonresident fee. Material so borrowed from one member library may be returned to another member library without penalty.

c. Member libraries agree to lend circulating books and other materials according to their own rules, on interlibrary loan to other member libraries.

d. The Council shall establish and thereafter maintain a System administrative headquarters.

e. The Council shall establish and thereafter maintain one or more reference and information centers where questions which cannot be answered by member libraries or branches thereof will be referred.

f. Member agencies may coordinate purchases in order to obtain improved discounts from vendors, compile union lists or catalogs of the holdings of member agencies, or initiate and carry out other cooperative projects of benefit to member agencies.

7. Funding

Those assets identified in Exhibit "A" hereto have been acquired by the agencies signatory hereto pursuant to the Joint Powers Agreement of September 29, 1966 and are hereby trans-

ferred to the System subject to such liens and encumbrances as may presently exist with respect thereto.

The System may apply for and receive such grants as may be provided for by the laws of the State of California or the Federal Government. 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 agreed upon between the Council and the agency whose services are to be utilized.

On or before December 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 income.

The Council shall determine the share of the total that shall be contributed by each member agency according to a formula which it determines to be fair and equitable. This determination may be based on an equal allocation and/or such factors as population, level of service provided or received, size of materials budget, level of outside grant money received, and other related matters.

Said contribution shall be made in cash unless otherwise provided by the Council and agreed to by the contributing agency. Upon written receipt of such notification each member agency shall

promptly but in no event later than September 1st next, either:

(1) Transmit to the Council its share of the total contribution as determined by the Council;

(2) Advise the Council of its election to withdraw from the System.

If any member fails to contribute or give notice as provided above it shall be deemed to have withdrawn from the System effective September 1st.

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 of the Government Code.

8. 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 of Los Angeles. 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.

9. Fiscal Year

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

10. 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 as a member but only upon written notice delivered to the Council at least ninety (90) days prior to the commencement of the forth coming fiscal year, stating thereon the date of proposed withdrawal. 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 cancelled by all of the remaining parties or until the withdrawal of all parties except one. In the event of termination of this Amended 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 Amended 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.

11. Indemnification and Insurance

The System shall indemnify and hold harmless each member agency, its officers, agents and employees, from all claims, demands or liability arising out of, or encountered in connection with, this Amended 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 Amended 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 insureds 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 insureds with a bodily injury or death limit of ten million (\$10,000,000) per occurrence combined single limit.

Certificates of insurance for the insurance required under this article shall be furnished to each agency signatory hereto within 30 days of the effective date of this Amended Agreement. Each policy of insurance shall provide for a 30 day written notice of cancellation, reduction of coverage or nonre-

newal, 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.

12. Disposition of Property

In the event of the termination of this Amended 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 in the same proportion as they have contributed to the total funds contributed to the System.

13. Joinder of New Public Agencies

Any public agency which has the power to provide library services may join the System upon the application of their governing bodies and upon the consent of the Council; provided that such agency has agreed to abide by all the terms of this Amended Joint Powers Agreement. The Council shall prescribe the amount of money, if any, that shall be paid by the new public agency as a prerequisite to its becoming a member.

14. Notice

Within 30 days after the effective date hereof notice of this Amended 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 County of Los Angeles in compliance with Government Code Section 53051.

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

ATTEST:

CITY OF ALHAMBRA

Stacey Osterwater
City Clerk

By *Mike Rubin*

APPROVED:

Stanley J. Pina
City Attorney

9-11, 1983
(Date)

ATTEST:

ALTADENA LIBRARY DISTRICT

Jk d'Jf
[Redacted]

By *Katherine Boyd*

APPROVED:

Helen S. Pades
County Counsel

s P/J r h, 19a3
(Date)

(Signatures continue on the next 10 pages)

BLACK GOLD COOPERATIVE LIBRARY SYSTEM

BYLAWS

- Reviewed and Adopted - August 26, 1988
- Reviewed and Adopted - July 28, 1989
- Revised - December 15, 1989
- Revised - July 26, 1991
- Reviewed and Adopted - October 23, 1992
- Revised - April 24, 1998
- Revised and Adopted - August 26, 2005
- Revised and Adopted - February 22, 2008
- Reviewed - July 25, 2008
- Revised and Adopted - August 27, 2010
- Revised and Adopted - August 23, 2013
- Revised and Adopted - September 26, 2013
- Revised and Adopted - December 6, 2013
- Revised and Adopted - January 24, 2014
- Article XV-Contribution Formula Review Revised – September 26, 2014
- Article XV-Contribution Formula Revised – June 5, 2015

BYLAWS

OF THE BLACK GOLD COOPERATIVE LIBRARY SYSTEM

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BYLAWS

OF THE

BLACK GOLD COOPERATIVE LIBRARY SYSTEM

PREAMBLE

These several independent public libraries, having formed the Black Gold Cooperative Library System under terms of the California Library Services Act, do hereby accept the following Bylaws for governing the structure, operation and management of the System.

ARTICLE I

NAME

The name of this organization shall be the "Black Gold Cooperative Library System."

ARTICLE II

OBJECTIVES

The objectives of this organization shall be to implement and achieve the Plan of Service agreed upon by the member libraries consistent with the provisions of the California Government Code, sections 6500-6579 (Joint Exercise of Powers). A further objective is to engage in other agreed upon programs that extend and enhance the resource sharing capabilities of the individual libraries in the System.

ARTICLE III

MEMBERSHIP

The membership of the Black Gold Cooperative Library System shall be limited to those libraries that are officially accepted and recognized as members by the California Library Service Board, having met the requirements set forth in the California Education Code, Sections 18700-18766 (California Library Services Act), and the California Administrative Code (Chapter 2, Public Library Services). Additional membership requirements may be established by the Administrative Council.

ARTICLE IV

SYSTEM ADMINISTRATIVE COUNCIL

Section 1.

The Black Gold Cooperative Library System shall be governed by an Administrative Council composed of one voting representative from each member jurisdiction.

Section 2.

- a. Each member library shall have one vote.
- b. In case of unavoidable absence from a meeting, the voting representative may designate an alternate to attend the meeting who shall have full voting power for the member jurisdiction.

ARTICLE IV, SYSTEM ADMINISTRATIVE COUNCIL, continued

Section 3.

The System Administrative Council shall serve the System as defined in Article 5, Section 18747, Paragraph (a), of the California Library Services Act.

Section 4.

The Administrative Council shall have all powers necessary to determine the short and long range objectives and policies of the System and to implement the Plan of Service agreed upon and the further objectives of the System.

ARTICLE V OFFICERS AND DUTIES

Section 1.

OFFICERS

- a. The officers shall be a Chairperson and a Vice-Chairperson. The Chairperson of the Administrative Council is established according to a rotation schedule which automatically moves the Chairpersonship northward geographically throughout the System.
- b. The Vice-Chairperson is established according to the same rotation schedule and is designated as the next person on the list.
- c. The schedule is as follows:
 - Santa Paula
 - Santa Barbara
 - Lompoc
 - Santa Maria
 - San Luis Obispo
 - Paso Robles
- d. The System Director shall be the Secretary of the Administrative Council.
- e. These officers shall perform all duties prescribed by these Bylaws, the Amended Joint Powers Agreement and by the parliamentary authority adopted by the System.

Section 2.

DUTIES

- a. The Chairperson shall preside at all meetings of the Administrative Council.
- b. The Chairperson shall appoint members to committees authorized by the Administrative Council.
- c. The Chairperson shall serve as the representative of the Administrative Council, to the Gold Coast Library Network.
- d. Vice-Chairperson shall serve as Chairperson in the absence of the Chairperson.
- e. The Secretary shall be responsible for the minutes of the meeting, reports and correspondence.

ARTICLE V, OFFICERS AND DUTIES, continued

Section 3.

The System Director, as Treasurer of the System, shall keep proper financial records, make and account for all receipts and disbursements as approved by the Administrative Council, make financial reports and perform all other duties set forth in the Bylaws and as required in the implementation of the California Library Services Act of the State of California.

Section 4.

The Chairperson and Vice-Chairperson of the System shall assume office at the first meeting of each fiscal year and shall serve for one (1) fiscal year.

Section 5.

If the office of Chairperson becomes vacant, the Vice-Chairperson shall serve for the unexpired term. If the office of Vice-Chairperson becomes vacant, the office shall be rotated according to the schedule set out in Section 1 of this Article.

ARTICLE VI MEETINGS AND QUORUM

Section 1.

The System Administrative Council shall meet no fewer than 8 times throughout the fiscal year.

Section 2.

The Administrative Council may also meet upon call of the Chairperson or upon petition of a majority of the members.

Section 3.

A majority of the members of the Administrative Council shall constitute a quorum.

Section 4.

Notice and agenda of each meeting of the Administrative Council shall be in writing and transmitted at least five (5) days prior to each meeting.

Section 5.

The affirmative vote of the majority of the voting members present, providing a quorum exists, shall be necessary for all action taken, with three exceptions:

- a. For approval of the budget there must be an affirmative vote of a majority of the entire Administrative Council.
- b. For amendment of the Bylaws there must be an affirmative vote of a majority of the entire Administrative Council.
- c. For addition of a System member there must be an affirmative, unanimous vote of the entire Administrative Council.

ARTICLE VII COMMITTEES

Section 1.

The Administrative Council shall establish the following standing committees, indicating their objectives and responsibilities.

- a. Budget/Finance/Insurance Committee – The current Council Chair shall chair the BFI Committee.
- b. Long Range Planning Committee – The current Administrative Council Chair shall also chair the Long Range Planning Committee.
- c. Personnel Committee – The Personnel Committee Chair rotates.

Section 2.

The Administrative Council shall establish the following standing member libraries staff committees, indicating their objectives and responsibilities.

- a. ATS Operations Committee
- b. Cataloging Committee
- c. OPAC Committee
- d. Reference and Adult Services Committee
- e. Youth Services Committee

Section 3.

The Administrative Council shall authorize such ad hoc committees and task force groups as it deems necessary.

ARTICLE VIII SYSTEM STRUCTURE AND ORGANIZATION

Section 1.

HEADQUARTERS

The Administrative Council shall designate a location as the official headquarters of the Black Gold Cooperative Library System.

Section 2.

SYSTEM DIRECTOR

The System Director shall be Secretary and Treasurer of the Administrative Council and shall be responsible for the planning, organizing, coordinating, reporting and budgeting functions of System Administration. The Director shall report and be responsible to Administrative Council. The System Director shall serve as an ex officio member on all Council and member staff committees.

ARTICLE IX PARLIAMENTARY AUTHORITY

Except as otherwise provided herein and by State Law, the latest edition of Robert's Rules of Order shall govern the conduct of business at meetings of this Council.

ARTICLE X AMENDMENTS

These Bylaws may be amended at any meeting of the Administrative Council by a majority of the entire Administrative Council, providing that the amendment has been submitted to the members at least five (5) working days in advance and is part of the call for the meeting.

ARTICLE XI ADMINISTRATION OF THE SYSTEM

Subject to the supervision, policies and advice of the Administrative Council, the System shall be administered in the following manner:

Itemized billings shall be submitted and records shall be subject to review and audit as provided in the Amended Joint Powers Agreement.

The administrative staff shall be under the supervision of the System Director. All records shall be subject to review and audit as provided in the Amended Joint Powers Agreement. The Administrative Office shall be responsible for those duties outlined in Article VIII, Section 2, of these Bylaws.

An Automation and Technical Services department (ATS) shall be maintained. The purpose of Automation and Technical Services shall be to coordinate a system-wide program of automated services including, but not limited to, circulation control, public catalogs, interlibrary loan online, database creation and maintenance, and other online services for use by the member libraries.

The employees of ATS, as authorized in the budget, shall be employed by the Black Gold Cooperative Library System. The employees of Black Gold Automation & Technical Services (ATS), as authorized in the budget shall be supervised by the System Director.

ARTICLE XII BUDGET

Prior to January 30 of each year the Administrative Council shall adopt a tentative budget for the expenditures of the System during the succeeding fiscal year and shall make the tentative budget available to local jurisdictions for budget review. After March 1, but prior to April 1 of each year, acting upon the results of the review, the Administrative Council shall adopt a preliminary budget for the expenditures of the System during the succeeding fiscal year. Prior to July 1 of each year the Administrative Council shall adopt a final budget for the expenditures of the System during the fiscal year. The final budget shall be based on the preliminary budget and the total contribution required from all member agencies shall not exceed the amount specified in the preliminary budget; provided, however, that the final budget may be augmented for monies received after its adoption. When significant funding changes take place after adoption of the final budget, an adjusted final budget shall be adopted by the Administrative Council.

ARTICLE XIII HANDLING OF FUNDS

The System shall maintain a separate interest bearing trust account or accounts for all funds received for the System.

Separate ledger accounts shall be maintained for the funds submitted by the member libraries participating in Automation and Technical Services (ATS). Interest earned by the System shall be prorated and a portion of said interest shall be credited to the ATS ledger accounts in accordance with ATS revenue. ATS revenue shall be expended only on ATS costs and in furtherance of the purposes of the ATS program. System funds shall be expended only in furtherance of the purposes of the System. There shall be no crossover between the General and the Special (ATS) funds.

Standard accounting practices shall be used to account for funds received and disbursed for the System and account books shall be open at all times during normal business hours to the inspection of any authorized representative of any party to this agreement, the authorized representative of any official of a government agency that grants or disburses funds to the System for the purposes of this agreement. The System shall be operated on a fiscal year basis beginning July 1 of each calendar year and continuing through June 30 of the succeeding calendar year. A qualified certified public accountant shall be selected by the Administrative Council to conduct the annual audit. The certified public accountant selected shall perform an annual audit of the operations of the System and shall prepare a statement of assets and liabilities, a statement of receipts and disbursements, and such other statements and reports as may be required by the Administrative Council. All parties shall cooperate in supplying the information necessary for the audit. A copy of the audit shall be distributed to the parties to this agreement.

ARTICLE XIV PROTECTION OF PROPERTY

Any party who is entrusted with System property or System funds shall provide an official bond or a public employees' fidelity bond in an amount satisfactory to the Administrative Council, unless this requirement for such bond is waived by the Administrative Council.

The System carries Public Employee Dishonesty insurance coverage. Each party entrusted with System property shall be charged with the duty of its day-to-day maintenance. The decision to repair or replace seriously damaged or destroyed property shall be left to the discretion of the Administrative Council, and such repair and replacement shall be at System's expense.

ARTICLE XV CONTRIBUTIONS

Section 1.

AUTOMATION & TECHNICAL SERVICES (ATS) CONTRIBUTION

FUNDING CONTRIBUTION FORMULA

Approved by the Administrative Council on July 25, 2013.

This contribution is for the support and operation of Automation & Technical Services (ATS). System members who share in the benefits of Automation & Technical Services (ATS) pay for the program. The determination of which libraries are participants in the program in a given fiscal year shall be made at the time of the tentative budget. The cost of operating ATS includes all services defined as Core and equipment, including hardware, software, maintenance, communication lines, staff and supplies associated with ATS services. Some services may be classified as Supplemental and a separate fee may be charged for them at a rate determined by Council. Core costs are contributed according to the following formula:

Base fee = 15% of the total cost of operating ATS shared equally among all members

Resources = 50% borrowers (B) and network devices (N)

Use = 50% of print and ebook circulation (U)

- %U The circulation reported at the end of the last fiscal year for both print and downloadable titles divided by the combined total circulation of the participating member parties.
- %B The patron count of each participating member library divided by the combined total patron count of the participating member parties.
- %N The number of network devices in use at the time of adoption of the final budget on the automated circulation system network divided by the combined total number of ports in use by the participating member parties.

Average % = The Average Percentage of the costs for ATS payable by each participating member.

Upon the adoption of any tentative budget for the System, the Administrative Council shall determine what contribution amounts appear necessary. The estimated amount shall be computed and apportioned according to the formulas given above and each party shall be informed of its estimated share at the time the tentative budget is submitted for adoption. Upon adoption of the final budget, contributions shall be made payable. Contributions shall be payable in equal installments quarterly, the first installment being due August 1 of the year for which contributions shall be placed in the System's interest bearing trust account(s).

By April 2013, and annually thereafter, the Council examines the contribution formula and decides what changes, if any, are needed. In addition, a review of Core and Supplemental/Fee services and associated costs should be done at the same time.

ARTICLE XV, CONTRIBUTIONS, continued

Section 2.

E-CONTENT CONTRIBUTION

Effective beginning the 2014/15 FY, the financial contribution for each library’s portion of e-content will be calculated by using circulation of the e-content titles only. The percentage of each member’s total e-content circulation will equal their percentage of the contribution. The last full year’s available circulation numbers will be used. If a product does not have a full year’s worth of circulation at the time the Preliminary Budget is prepared the regular subscription and e-content contribution formula will be used until it does for that product.

Section 3.

PRO RATA CONTRIBUTION

Pro Rata Contribution supports system-wide costs of the cooperative program and, as needed, local augmentation of state and federally funded system programs. The portion payable by each member library shall be determined by the following formula.

Proportionate share of the total contribution payable by each member library:

$$\frac{\frac{A}{B} + \frac{C}{D}}{2}$$

- A = The number of borrowers registered by the member library for which the proportional share is being calculated.
- B = The combined total of borrowers registered by all member libraries during the previous fiscal year of each member library.
- C = The total volumes held by the member library for which the proportionate contribution is being calculated.
- D = The combined total of volumes held by all member libraries in the System.

Note: Borrowers and total volumes held are the figures reported by each library’s current ILS.

Section 4.

CONSOLIDATION CONTRIBUTION

Should consolidation occur, the county’s contribution for the fiscal year next following the consolidation and each succeeding year shall be computed by altering the components of the formula contained in (a) above, as follows:

- (a) Component A shall be the sum of borrowers registered by city and county during the fiscal year;
- (b) Component C shall be the sum of the total number of volumes held by city and county.

ARTICLE XVI

3-TIERED CLSA BASE MEMBERSHIP

Libraries wishing to join Black Gold as CLSA members, but not participate in ATS services may opt to join via a CLSA Base Membership, with cost based on Operating Expenditure and Population served. Costs for this membership level are:

TIERS	OPERATING EXPENDITURE	POPULATION SERVED	BASE MEMBERSHIP FEE
1	\$500,000 - \$999,999	25,000 - 49,999	\$500
2	\$1,000,000 - \$2,999,999	50,000 – 199,999	\$1,000
3	\$3,000,000 +	200,000 +	\$2,000
If conflict, tier by Operating Expenditure.			

Base Membership Fee Benefits:

Library CLSA benefits, e.g., universal borrowing

Any system services/programs/training funded with state funds thru CLSA., e.g.

Delivery

Basic administration

Does not include participation in ILS system or cataloging.

Does not include participation in any fee based services, e.g., downloadable services or databases.

ARTICLE XVII

BLACK GOLD DATA BASE, CATALOGS AND SERVICES

It is agreed that the System will maintain a database containing titles possessed by members of ATS. Black Gold system members have access to the network of online services provided by the System subject to the rules and guidelines adopted by the Administration Council.

Any ATS member library may obtain copies of the database by paying the cost of such copies. Upon approval of the Administrative Council, copies of the Black Gold database may be obtained by non ATS members by paying additional cost to the System for producing the database copies. Upon approval of the Administrative Council, updates to the Black Gold database may be obtained by purchasers of the database by paying the additional cost to the System of producing copies of the updates.

October 1. 1984

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

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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

October 1, 1984

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, il 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.

S. 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.

G **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 9.1, Title 1, Sections 1900, 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 elect 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

October 1, 1984

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.

9.0 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.

October 1, 1984

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 after-

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.

October 1, 1984

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 Euckens
Secretary

APPROVED:

Counsel

DATED: _____

CITY OF LOMPOC

ATTEST:

Secretary

APPROVED:

City Attorney

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]

[Handwritten mark]

ATTEST
[Redacted]

APPROVED:

[Handwritten Signature]

City Attorney

October 1, 1984

DATED: .. 8-21-84

CITY OF EL PASO DE ROBLES

Lawrence S. Stump

ATTEST:

John P. McCarthy
City Clerk

APPROVED:

Michael P. 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

10/14/84

IN THE BOARD OF SUPERVISORS

COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

__The__ day __September__ 4__, 19__8__

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

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

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County of San Luis Obispo, } 88.

of **U!** Board FRANCIS i.-S. C:OONEY County Clerk and ex-officio Clerk
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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

15-1, -,,

Chairman of the Board of Supervisors

ATTEST:

c?/r-r

of Supervisors

APPROVED:

Bruce M. Cook, Deputy
County Counsel

A-26
a

DATED: 10/5/84

CITY OF SANTA BARBARA

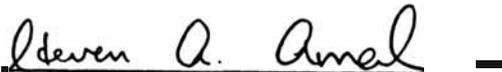

MAYOR

ATTEST:

1, U! ltt /ii:V71

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:


City Attorney


Library Director

DATED: _____

CITY OF SANTA MARIA

ATTEST:

City Clerk

APPROVED:

City Attorney

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

George Smith Jr
MAYOR

ATTEST:

..f\ u. G. "" ; ..

APP. ROVED:

APP. ROVED:

City Attorney

CONTENTS:

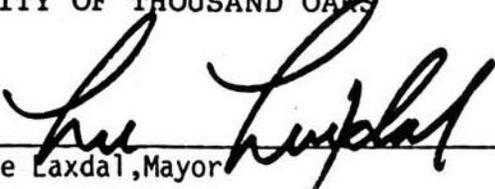
BY: Jack Buchanan
DEPARTMENT HEAD

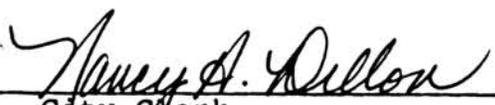
BY: MS
CITY ADMINISTRATOR

DATED: October 2, 1984.

CITY OF THOUSAND OAKS

ATTEST:

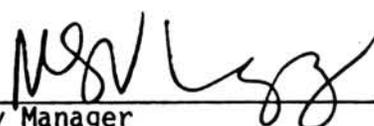

Lee Laxdal, Mayor


Nancy A. Dillon
City Clerk

APPROVED:


Mark Helen
City Attorney #/oa:i6

APPROVED:


City Manager

DATED: _____

COUNTY OF VENTURA

ATTEST:

Chairman of the Board of Supervisors

Clerk of the Board of Supervisors

APPROVED:

County Counsel

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**

Kathryn M. Olev

Clerk of the Board
of Supervisors

APPROVED:

County Counsel

