

NLS Executive Committee Meeting

Wednesday, November 15

10:00 a.m. to 12:00 Noon

Zoom Conference Call

Join from PC, Mac, Linux, iOS or Android: <https://zoom.us/j/461405995>

Phone #: 1-408-638-0968, Meeting Code: 461-405-995#

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|-----------------------------------------------------------------------------------------------------|------------------|---------------------------------------------------|
| 1. Welcome and Roll Call | Lightbody, Chair | |
| 2. Public Invited to Comment | Lightbody | |
| 3. Adoption of Agenda (Action Item) | Lightbody | |
| 4. Consent Calendar: Approve Minutes of 8/18/2017
(Action Item) | Brinkley | Attachment 1, pg. 3 |
| 5. Old Business | | |
| A. New Executive Committee Member (Action Item) | Lightbody | Attachment 2, pg. 8 |
| B. Review and Approve RFP for Administrative Services
(Action Item) | Lightbody | Attachment 3, pg. 9 |
| C. Link+ Study Update | Frost | Attachment 4, pg. 15 |
| D. CalPERS Attorney Update | Frost/Brinkley | Attachment 5, pg. 22 |
| 6. New Business | | |
| A. NLS Guidebook Update - "Services Provided in Your Contract with the Pacific Library Partnership" | Frost | Attachment 6, pg. 28 |
| B. MVLS Request to Examine NLS Bylaws | Brinkley | Attachment 7, pg. 30
Attachment A, pg. 31 |
| C. Consideration of Changes to NLS Bylaws to Allow Individual Library Membership
(Action Item) | Frost | Attachment 8, pg. 33
Attachments A - I, pg. 37 |
| D. Annual Meeting Planning for January 19, 2018 Administrative Council Meeting | Brinkley | |
| 7. System Chair Report | | |
| 8. Next Executive Committee Meeting Date | | |
| 9. 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
Benicia Public Library, 150 East L Street, Benicia, CA 94510
Butte County Library, 110 Oak Grove Parkway, Oroville, CA 95966
Colusa County Library, 738 Market Street, Colusa, CA 95932
Lincoln Public Library, 485 Twelve Bridges Drive, Lincoln, CA 95648
Mono County Free Library, 400 Sierra Park Road, Mammoth Lakes, CA 93546
Solano County Library, 1150 Kentucky Street, Fairfield, CA 94533
Sutter County Library, 750 Forbes Avenue, Yuba City, CA 95991
Tehama County Library, 545 Diamond Avenue, Red Bluff, CA 96080

Conference Information

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Phone #: 1-408-638-0968, Meeting Code: 461-405-995#



2471 Flores Street, San Mateo, CA 94403
 650-349-5538 Fax: 650-349-5089
www.northnetlibs.org

DRAFT MINUTES

NLS Executive Committee Meeting

August 18, 2017

1. **Welcome and Roll Call** – Chair Mel Lightbody called the meeting to order at 10:01 a.m. Also present were NLS Executive Committee members Stacey Costello, Colusa County Library, Suzanne Olawski, Solano County Library, Ana Danielson, Mono County Library (via Zoom), James Ochsner, Sutter County Library, and Kathryn Hunt, Lincoln Public Library. Also attending, Carol Frost, CEO, and Andrew Yon, Controller, both of Pacific Library Partnership, and Jacquie Brinkley, NLS System Coordinator. Also, Isabel Safie, Best, Best & Krieger LLP Attorneys at Law (via Zoom).
2. **Public Invited to Comment** – NONE
3. **Adoption of Agenda** – Frost noted that Attachment 5 should include a DRAFT watermark on document. A revised copy will be submitted for posting to the website with the DRAFT watermark included. Brinkley requested that Item 5.C. be moved to later on the Agenda, as the attorney was scheduled to call in at 11:40 a.m.

Motion to approve Agenda with noted edits. Moved by Ochsner. Seconded by Hunt. Motion carried.

4. **Consent Calendar** – Motion to approve Draft Minutes of May 16, 2017. Moved by Olawski. Seconded by Danielson. Motion carried.
5. **Old Business**
 - A. Chair Lightbody asked for volunteers to create Ad Hoc Committee to review and update the 2015 RFP for NLS Administrative and Fiscal Services. Lightbody asked staff for the recommended timeline to complete the RFP and secure a new contract. Frost responded that the existing contract with PLP could be extended, if needed. Executive Committee members Costello, Hunt, and Olawski volunteered to work with Lightbody on the RFP. Lightbody requested that the existing RFP (in Word format) be emailed to Ad Hoc Committee and to schedule a meeting for mid-September. Brinkley will email RFP and schedule the meeting, but recuse herself and will not participate in this process.

Frost mentioned that there was a Systems call with the California State Library this week re: the October 2017 California Library Services Board meeting and their review of CLSA language with regards to contiguous borders.

Lightbody announced that Todd Deck, Tehama County Director and NLS Vice Chair will attend the CLSB meeting as NLS representative. Hunt reported that she will also attend the October 17 meeting (date changed from October 9).

- B. Frost introduced Andrew Yon, new Controller for Pacific Library Partnership. Andrew worked 20 years with Marin County Free Library and has extensive accounting and library administrative experience. Frost continued with presentation of the DRAFT NLS Operating Reserves Policy memo. Yon provided additional background on importance of having a reserves policy as a fiscally responsible practice and recommended NLS consider adopting the three-month reserves policy as detailed in the memo. The current NLS reserve exceeds three months operating expenditures, so no additional contribution would be required at this time. Yon also reviewed recommended use of reserves and repayment policy. Yon recommended that EC approval be required in order to disburse reserve funds.

Lightbody commented that the draft policy appeared solid.

Motion to recommend the approval of the NLS Operating Reserves Policy to the NLS Administrative Council at meeting of January 19, 2018. Moved by Ochsner. Seconded by Hunt. Motion carried.

- C. Brinkley presented revisions to NLS Bylaws that revised terms of service for NLS Chair and Vice Chair from one year to two-year terms. This revision was requested at previous EC meeting. Frost noted that a section of the NLS JPA also needs to be revised to update the correct fiscal agency for NLS, but suggested that with the upcoming review and update of NLS Administrative contract, revision to the JPA be made after the new contract is in place.

Motion to approve and recommend revisions of NLS Bylaws to the Administrative Council at January 2018 meeting. Moved by Olawski. Seconded by Hunt. Motion carried.

- D. Frost presented summary of NLS ILL Survey Results prepared by consultant Third Chapter Partners. Frost noted that at this date, all but two public libraries responded, with no responses from NLS academic libraries, although several attempts were made to encourage their participation. Some public library information is incomplete and will be completed within the week.

Brinkley will email all EC members the pdf distributed at this meeting. Discussion ensued regarding varying experience with Link+ (Solano County just implemented and it is hugely popular with no formal promotion). Delivery costs are not included in the summary data. Discussion among members of Link+

operational process and technical details, including workload component (requires a multi-step checkout process if library is not an Innovative or compatible with Innovative ILS system).

Lightbody asked what EC members attending used a courier service for ILL. Four members confirmed their use of courier for ILL.

Discussion of consultant's upcoming visit and suggested list of libraries for him to visit (based on the survey responses and with goal to obtain input from member libraries that reflected range of resources and needs of NLS).

Consultant will also create Request for Information to Innovative Interfaces Inc (III) for Link+ pricing and will request to include delivery costs and delivery options for consideration. Discussion that cost and delivery will be most important factors for consideration.

Ochsner asked that the consultant include in recommendation use of multiple ILL systems and cost effectiveness.

Executive Committee members recommended additional library sites for consultant's visit to include Colusa County, Lake County and Humboldt County libraries.

Lightbody requested that an FAQ be distributed to NLS members with survey results. Frost will draft a summary of the survey response data and send out with acknowledgement to all who participated and include next steps including scheduling of site visits.

Hunt suggested that site visits include libraries with less capacity but strong ILL use and look for best practices.

Olowski reported that Solano County Library, in beginning their Link+ implementation, was partnered with a mentor-library for learning Link+ implementation. She commented that this model was very helpful in preparing for their rollout of new services.

Members suggested that survey data also include libraries' expenditures per capita so that data could be manipulated by library size and capacity, in addition to ILL data gathered in survey. Brinkley will provide this additional data to include in survey and redistribute to Executive Committee.

- E. Frost presented the PLP Draft Study on Administrative Fees. Frost asked that all members understand this document is a DRAFT and that it has not yet been approved by the PLS Council. Frost reminded members that Pacific Library Partnership is also a cooperative library system and contracts with Peninsula Library System for staff support.

Frost reviewed the report findings and the recommendation by consultant to move PLS to “industry standard” fee-based model of contracting for services, versus cost-sharing model that has been used historically. The fee-based model takes operating costs, facilities, etc. into consideration, where cost-sharing does not. It also allows for more flexibility with additional workloads, grant opportunities, etc. Also, inconsistencies can be identified more readily and recommendation of corrections. The organization can assess potential liabilities more clearly, as well. The recommendations were based on time-tracking conducted throughout the organization in FY2015/16. Based on this assessment, it was determined that PLS had been subsidizing administrative costs to run the various contracted entities – PLP, Califa and NLS. The FY2017/18 NLS Administrative and Fiscal contract with PLP was written to more accurately reflect contract support to NLS. PLS continues to study this report and its findings. Lightbody asked about CLSA and allowable amount for System Administration. Frost confirmed that a maximum of 25% of CLSA system funds can be allocated to administration. Lightbody thanked Frost for this detailed review and reporting.

6.B. Frost presented memo from Michael Perry to NLS Executive Committee to approve Staff Development funds for NLS member libraries at \$1,000 per library for FY2017/18. Frost pointed out that the Staff Development funds are offered to all NLS members, including academic members, but no claims were filed last year from academics. Frost suggested that NLS communications, in the future, make more direct effort to engage the academic members and to inform them of this benefit of their NLS membership.

Motion to approve allocation of Staff Development funds at \$1,000 per member library. Moved by Olawski; Seconded by Costello. Motion carried.

C. Frost presented Resolution that would update signatories of current PLP Executive Director and Controller as authorized signers on behalf of NLS. This action is to update the Resolution on file with current PLP administrative officers.

Motion to approve Resolution No.1 Authorizing Investment of Monies in the Local Agency Investment Fund.

Moved by Hunt; Seconded by Ochsner. Motion carried.

D. Attorney, Isabel Safie, called in to meeting to report on progress made in research on CalPERS and NLS legacy systems and their obligations to retirees. Ms. Safie submitted a memo with her conclusions and recommendations to date.

Costello asked for legal opinion on Colusa’s membership status and CalPERS obligation with legacy systems, as Colusa originally belonged to North State, but years ago changed membership to Mountain Valley. Ms. Safie recommended that she conduct additional legal research before responding to this question. This question is similar to the

question included in the original scope of work that dealt with former members of system and their obligations.

Frost asked what the obligations would be if a new library requested membership to a legacy system and if they would incur obligations of the system, including CalPERS. Ms. Safie responded that they would most likely be excluded from responsibilities, but again recommended that additional legal research be requested before she could advise.

Discussion among members that a System's Bylaws could be modified to include language regarding new members and obligations they would incur.

Ms. Safie reported that she would produce memos for each of the legacy systems by August 25th with her findings and recommendations.

6.A. Frost presented memo on recommendations for allocation of CLSA Communications and Delivery funds. Danielson noted that Option 2 numbers in memo were not correct. Correct amount in Option 2 to allocate to libraries should be \$455,785.

Discussion ensued of various ways to allocate funds.

Frost reported that based on a 2016 estimate, the cost for all NLS to join Link+ would run approximately \$300,000. NLS set aside \$114,593 in FY2016/17 for Link+ implementation. Frost suggested that NLS may want to set aside additional amount for Link+ of FY2017/18 funds until recommendation of consultant is available and NLS determines how/if to proceed with Link+. Funds set aside for Link+ can be reallocated mid-year, should Link+ not be a viable project for NLS. Lightbody requested that funds also be set aside for training.

Motion to allocate FY2017/18 CLSA Communications and Delivery funds in the following manner:

- \$200,000 to implement Link+
- \$100,000 to system-wide training
- \$355,785 to CLSA member libraries (a slight increase over allocation of FY2016/17)

Moved by Olawski; Seconded by Costello. Motion carried.

7. Next Executive Committee Meeting – Virtual Meeting, November 15, 2017
8. Meeting Adjourned 12:45 p.m.



2471 Flores Street, San Mateo, CA 94403
650-349-5538 Fax: 650-349-5089

www.northnetlibs.org

To: NLS Executive Committee

From: Mel Lightbody, Chair NLS

RE: New Executive Committee Member

Date: November 15, 2017

I am recommending the appointment of David Dodd, Benicia Public Library, to fill the vacant Executive Committee position created with the resignation of Vanessa Christman. This position is a 2-year term, ending June 30, 2019.

With your approval, this recommendation will be included on the January 19, 2018 Administrative Council Meeting Agenda for their approval.

Thank you for consideration of this recommendation.

**NORTHNET LIBRARY SYSTEM
c/o Peninsula Library System
2471 Flores St.
San Mateo, CA 94403**

REQUEST FOR PROPOSAL

**ADMINISTRATIVE AND FISCAL SERVICES
EFFECTIVE JUNE 30, 2018**

I. INTRODUCTION

A. Purpose

The NorthNet Library System hereafter referred to as NorthNet, is seeking proposals from qualified contractors for administrative and fiscal services. Proposals will be judged on the ability to maintain service standards, staff qualifications, costs, and contracting experience. All responses should address experience in delivering the service as well as how the service will be delivered. NorthNet reserves the right to accept or reject all or part of any proposals. Proposals may be submitted for both services or for either the administrative support services or the fiscal services separately.

B. Submission of responses

Prospective contractors should submit proposals by 4:00 p.m., Friday, February 2, 2018, to:

NorthNet Library System
Attn: Mel Lightbody, Chair
Butte County Library Administration
1820 Mitchell Ave
Phone: (530)538-7525, select option 1
E-mail: mlightbody@buttecounty.net
cc: mgile@buttecounty.net

Proposals may be hand-delivered, mailed, or sent as an e-mail attachment in MS Word or Adobe pdf format. The responsibility for timely delivery is wholly on the sender.

II. BACKGROUND

The NorthNet Library System consists of 41 public library members. There is an affiliated group of 14 academic and institutional libraries. This makes it the largest cooperative library system in the State of California by number. A complete list can be found here: <http://northnetlibs.org/about-nls/council-member-roster/>. Previous to the formation of NorthNet, all member libraries belonged to one of three smaller systems: North Bay Cooperative Library System, Mountain Valley Library System and North State Cooperative Library system. These systems merged to form NorthNet Library System via a JPA in 2009. Previously, these systems had CalPERs employees, and still meet occasionally.

Member libraries participate fully in all aspects of NorthNet services and programs. NorthNet policies and financial matters are controlled by a Council of Librarians consisting of the director (or delegated representative) of each member library. These directors govern NorthNet, authorized by a Joint Powers Agreement (JPA). An Executive Committee is responsible for policy and oversight in between meetings of the Council of Librarians. .

The Pacific Library Partnership currently serves as the NorthNet fiscal and administrative agent, and the terms of the contract will be expiring effective June 30, 2018. There are no dedicated staff members employed by NorthNet.

The contractor will be reporting directly to the position of Chair of the NorthNet Council of Librarians.

NorthNet services and programs are funded from three primary sources: State funds authorized by the California Library Services Act (CLSA); member fees from NorthNet; and fees for delivery services or other contracts performed for member and non-member libraries. Total revenue expected in FY 2017/18 is approximately \$1,300,000. NorthNet Administrative council approved dues rate increase to match CPI annually.

III. SCOPE

Administrative

1. Prepare Plan of Service and Annual Report in compliance with the requirements of CLSA as administered by the California State Library.
2. Maintain and report records in compliance with CLSA and other applicable State and Federal requirements.
3. Coordinate Council of Librarians and Executive Committee meetings and maintain regular communications with NLS Chair and Executive Committee. These meeting may be in person or via conference call.
4. Coordinate and schedule legacy systems meetings.
5. Prepare and distribute Council agenda packets and minutes. Make arrangements for Council meetings.
6. Provide staff support for Council, Executive Committee, and Legacy System meetings.
7. Distribute legislative, CLSA, and other State Library correspondence.
8. Respond to communications and requests from members.
9. Track CalPERS information, communicate with legacy systems as needed. Communicate with the California Public Employees Retirement System (CalPERS) regarding NLS legacy system employees.
10. Administer and evaluate system contracts.
11. Maintain all rosters, listservs, directories, electronic records and archives.
12. Maintain NLS website.
13. Pursue new funding opportunities.
14. Represent and advocate for NLS regionally and statewide.
15. Negotiate necessary purchasing/contracting opportunities with vendors, consultants, other systems or regions including services authorized and funded by CLSA.
16. Support special projects and activities not mandated by CLSA as determined by NLS Council.
17. Prepare, distribute and compile Statement of Economic Interests (CA State form 700).
18. For additional fees as negotiated Administrative or Fiscal services contractor offer program, grant development or other services for sub-groups of member libraries or for individual members.
19. Provide coordination between member libraries and CENIC (Corporation for Education Network Initiatives in California) as appropriate. Communicate regularly with member libraries and CENIC.
20. Provide coordination between member libraries, NorthNet Library System, and other organizations as needed for system initiatives.

Fiscal

1. Prepare the System Uniform Budget, Annual report and Expenditure Report.

2. Act as system's financial manager establishing and maintaining separate accounts for all NLS funds.
3. Develop an annual budget in collaboration with NLS Executive Committee and approved by Council of Librarians for programs or services to be provided in the subsequent fiscal year.
4. Monitor budget and prepared monthly status reports.
5. Arrange for the receipt and deposit of State funds, member fee funds and other fees or revenues whether by grant application, invoice or other means.
6. Prepare claim forms for member libraries to submit.
7. Prepare quarterly budget updates showing revenues, expenditures and reserves to be submitted to Council of Librarians.
8. Prepare and execute payments on behalf of NLS to approved vendors, contractors, consultants, member libraries and others for services rendered, in compliance with budget.
9. Invoice members and other customers for services.
10. Prepare 1099s for contractors.
11. Provide comprehensive revenue expenditure and reserve financial reports in accordance with requirements of CLSA or other State Library legislation and generally accepted accounting principles.
12. Maintain fiscal files and records as required by State and Federal laws and retention policies.
13. Prepare annual reports for Special Districts to State Controller.
14. Arrange for annual independent financial audit.
15. Prepare annual statements of LAIF (Local Agency Investment Fund) interest earned.

B. Time line

Applicants should submit a written proposal that includes a resume or resumes of the principal(s) involved, references from past projects, proposed methodology, and all charges and explanations thereof by 4:00 p.m., Friday, February 2, 2018.

If necessary, oral interviews may be convened for some or all applicants. The Council will select a contractor and notify all applicants no later than February 16, 2018. The contractor should be available for preliminary discussions with the NorthNet Chair and Vice-Chair and current fiscal/administrative agent no later than February 2, 2018. Please see Attachment #1 for further information.

Questions regarding the project will be accepted until January 1st, 2018, and must be submitted in writing via mail or e-mail to:

NorthNet Library System
Attn: Mel Lightbody, Chair
Butte County Library Administration
1820 Mitchell Ave
Phone: (530)538-7525, select option 1
E-mail: mlightbody@buttecounty.net
cc: kathryn.hunt@lincolncal.gov, scostello@countyofcolusa.org

IV. PROPOSAL REQUIREMENTS

A. General Instructions

Individuals or organizations may submit for administrative services only, fiscal services only or both.

The proposal should be concise and demonstrate the contractor's qualifications and applicable experience. The written proposal must include a discussion of the contractor's approach to the project, a breakdown and explanation of tasks, and an estimate of costs. Organizations submitting proposals should also include documentation including proof of legal status, structure, and a copy of the last annual report.

B. Contents shall include:

1. Executive summary.
2. Identification of the contractor, including addresses of office(s) and the name, title, address, and phone number of a contact person.
3. Experience and technical competence.
4. References to similar projects, with contact information of the organization(s) for which work was performed.
5. Proposed method to accomplish the work.
6. Project organization and key personnel. Include resumes and/or job descriptions of key personnel.
7. Cost details. As appropriate, outline all additional costs such as materials, photocopies, printing, and other related expenses.
8. Names and qualifications of subcontractors.

V. OTHER CONSIDERATIONS

A. Compensation

Upon contract award, contractor will invoice NorthNet quarterly for services provided.

B. Ownership of materials

All materials developed, data collected, and reports prepared under the terms of this agreement will become the property of the NorthNet Library System.

C. Eligible applicants

Public corporations, libraries, agencies, organizations, associations, and individuals may submit proposals in response to this Request for Proposal for provision of Administrative and Fiscal Services or Administrative and Fiscal Services separately.

D. Term of Contract

Contract to be awarded for a two-year term, with up to two one-year renewals.

VI. EVALUATION OF PROPOSALS

A. Evaluation process

Each proposal will be evaluated to determine its responsiveness to the criteria, requirements, and standards as described in this Request for Proposal. NorthNet reserves the right to reject any or all proposals. Nothing herein requires the awarding of a contract in response to this Request for Proposal.

NorthNet may request clarifying documentation and information from any applicant after the responses have been submitted. Such documentation and/or information will be used to assist interpretation of the response and must be received within one week after it is requested. If necessary, oral interviews may be convened for some or all applicants.

B. Evaluation criteria

Proposals will be evaluated using the following criteria, which are not in priority order:

1. Clear understanding of the purpose and scope of the contract.
2. Experience, expertise, and professional credentials of proposed staff in the design and conduct of similar contracts.
3. Ability, capacity, and skills of the applicant to perform the service.
4. Reputation, judgment, and quality of performance of the applicant in performing tasks of a similar nature.
5. Appropriateness of the methodology proposed to the desired outcomes of the project.
6. Clear and feasible work plan that is responsive to the requirements and timelines of the Request for Proposal.
7. Organization's willingness to do both Administrative and Fiscal Services.
8. Cost.

ATTACHMENT #1 – Proposed transition time line

Administrative and fiscal Management services-Transition February 2018 – August 2018

TASK	Date	By
New fiscal and administrative agent(s) selected	Feb 16	Council/Exec Committee
Contract sign	Feb	Chair
Modify JPA Bylaws to reflect change in fiscal agent	Feb	Council -- check JPA Bylaws language
Need resolution to have new fiscal agent as authorized signers	Feb	Council/Exec Committee
Meet with current Administrator	Feb	
Set up accounting system	Feb	
Review current contracts/vendors	Feb	
Review financial statements for FY 17/18	Feb	
Open checking account	Mar	Current bank has location only in San Mateo
Apply credit card	Apr	Current Credit card cannot be used due to personal information
Enter FY 18/19 budget	Mar	
Prepare all contracts for FY 18/19	Apr	Delivery contracts
Order checks/invoices with new address	Apr	
Notify the State Library regarding changes in administration	May	
Notify all NorthNet members regarding changes in Administrative and Fiscal Services	May	
Move admin files to new office	May	

Prepare membership and other invoices for FY 18/19	May		
Notify vendors regarding new address	May		
Transfer balance from current fiscal agent to new account	May		
Add new fiscal agent to LAIF account	May		
Provide log in info for Website support	May	PLP	
Provide log in info for Listserv	May	PLP	Hosted by PLP would need new host
Change UPS accounts	May		
Transfer fund from current account to new bank account	June		
Close FY 17/18 Fiscal year and prepare for audit	August		

Summary of Visits to NorthNet Member Libraries



Presented to the
NorthNet Library System by:

Tom Jacobson
Principal Consultant



October 1, 2017

I. Overview

Third Chapter Partners (Third Chapter) was engaged by NorthNet Library System (NLS) to assist in developing a strategy and plan for bringing as many NorthNet member libraries into the LINK+ resource sharing system as possible. As part of that engagement, Third Chapter was asked to visit key libraries, as identified by NLS, in order for us to fully appreciate the diversity of members and geography that this project faces.

To that end, Jacquie Brinkley arranged for 10 site visits and one telephone interview during the week of September 18-22, 2017:

- Sacramento Public Library (9/18)
- Lincoln Public Library (9/18)
- Humboldt County Library (9/18 - interviewed by telephone)
- Yolo County Library (9/19)
- Lassen Public Library (9/19)
- Siskiyou County Public Library (9/20)
- Shasta Public Libraries (9/20)
- Lake County Library (9/21)
- Sonoma County Library (9/21)
- MARINet (9/22)
- Marin County Free Library (9/22)

The following notes summarize the discussion from my visits, and initial thinking for shaping a strategy to bring members into LINK+

II. Summary of Site Visits

The following notes summarize each of my visits. It was left to the library to determine the appropriate staff for me to meet with. At larger libraries, e.g. Sacramento Public Library, Yolo County Library, Solano County Library, I met with interlibrary loan and reference staff; at smaller libraries, e.g. Siskiyou County Public Library, Lake County Library, I met with the Director as well as ILL staff.

These notes represent initial thoughts, and ideas to consider as the project progresses; however thinking and suggestions will evolve over time as additional information is gathered.

Sacramento Public Library

- They are long-term LINK+ members, and are very happy with the service
- They do very little OCLC ILL, but are required to maintain OCLC ILL as part of a state grant for their gigabit ethernet — no other library referenced this
- They had fewer than 100 OCLC requests last year, but that number has increased recently due to the CSUs pulling out of LINK+
- They urged that libraries starting up on LINK+ NOT skimp on supplies; in particular nylon bags — that a library should order at least 100; whether they are customized with the library logo, or plain with the library written on in marker doesn't matter

- They use AmTran to move books between the independent Sacramento County libraries that they share an ILS with (they have their own drivers to move material between their own branches) — it is not a very successful experience; their driver's truck is not big enough, so he often can't take all of the material that needs to go, and it can take 3 or 4 days to get caught up; a recent glitch at the AmTran hub had things backed up 30 days
- They move material in 4 different ways:
 1. Sacramento PL drivers move material between branches
 2. AmTran courier moves material between Sacramento Partner libraries and within their region for items returned to the wrong library
 3. Tricor is used to move LINK+ requests
 4. U.S. Postal Service is used for traditional ILL that falls outside of the above options

Lincoln Public Library

- They no longer borrow or lend from OCLC due to staff cuts
- They do not page their own available items from the shelf
- Money and staffing is their key issue — the idea of sending staff to the shelf to pull items would be extra work for them at this point, so as exciting as LINK+ could be, the obligation to pull available material from the shelf is a significant factor, instead of simply being part of a process already done by the library
- They are on Voyager with the community college, but need to get off. Thinking of Koha (from Bywater) because that is what others in the state do and would cost the least; can't join Sacramento shared system because that is only Sacramento County; wonder if they could join the Yolo County system, but overall they will go for the very cheapest
- Courier won't likely be the problem here, but cost will be a big one

Humboldt County Library

- They are without a director at the moment
- The assistant director very much wants to join LINK+
- Last time it was brought up, staff vetoed it on two grounds: 1. What if the courier doesn't come here? 2. We can't meet the 3-5 day delivery time. I suggested those were both good questions, but not reasons to veto — the courier question needs to be answered by the courier; if it works great, if it doesn't then it's a problem, but "what if" isn't a solid reason to veto. I explained the 3-5 day turn around is an average delivery time, not a mandatory delivery time, as long as they pull items once a day (during the week) and have courier, the rest will be as long as it takes.
- Bottom line, if courier works out, they are likely to join

Yolo County Library

- They are new LINK+ members, and overall they like it a lot

- Developed a flow chart for staff to use in guiding users when to use LINK+ and when to use traditional ILL
- Recommended new LINK+ libraries visit “smaller” LINK+ members in action, as compared to Sacramento PL, e.g. Livermore Public Library — this tells a more realistic story for the average library
- They used collection development money to join LINK+, and appreciate it is a good way to pay for the service — the size of the collection and access that this money pays for far outweighs the number of books they could acquire by any other means
- They use AmTran as part of the NorthNet regional service— Yolo County reports none of the problems Sacramento PL reported; pickup/delivery is 2 days per week. Primarily used to transfer books returned to the wrong library to the owning library

Lassen Public Library

- Distance and mountains are the primary challenge — told it is easier to approach from Reno, so Univ of Nevada at Reno which is a LINK+ member could be a good connector
- They really like and use Zip Books because postal service can deliver
- Previous courier attempts with the State Library failed due to remoteness
- They use Destiny from Follett
- They only did 4 ILLs last year, at a cost of over \$860 each when one divides out the money spent on traditional OCLC ILL and the number of times it was used
- Director is interested, but I suspect between courier and cost, this is beyond them, unless it is in some fashion subsidized — e.g. instead of Zip Books the State pays for LINK+, and then we find a way to solve the courier issue

Siskiyou County Public Library

- Director likes the idea of LINK+
- Being on the I-5 should simplify courier — there is the distance factor heading north, but it isn’t compounded by an east or west trip into the mountains
- He is willing to consider supplementing the courier with a contract to move material from one of his branches that is south of Yreka on the I-5
- He understands the power of LINK+, but also understands their location and the challenges it introduces

Shasta Public Libraries

- This library is managed by LSSI, and all employees work for LSSI, which will complicate introducing something new from a cost perspective — instead of working through a library board and traditional funding process, it will have to be worked through LSSI and introduced as part of their contract with the county
- In general, the staff appreciated what it was, and how it could benefit them — in fact started wondering if LSSI managed libraries could use it between themselves...

- Their location at the north-end of the Central Valley before the mountains could make them an ideal staging area for the very north end of the state

Lake County Library

- They use the Sprint courier very successfully with 4 times per week deliver between their ILS partners — Sonoma and Mendocino Counties (SLaM)
- The director used LINK+ as a student so understands it, BUT was not convinced that his community really needed it; that the other SLaM libraries were more than enough to meet their overall needs

Sonoma County Library

- They want LINK+ now — the Library was set to do it a year ago when personnel issues caused them to postpone; they will wait for this process to play out, but they are sold
- They successfully use Sprint
- They have a very solid ILL practice — over 3,000 borrows last year via OCLC, and are eager to transform this into faster and cheaper with LINK+

MARINet

- MARINet is a current LINK+ member, and greatly enjoy the service
- They also successfully use Sprint to move material between MARINet members; said it is a different contract than what NorthNet provides
- They love the idea of expanding LINK+
- Suggest looking at Sprint as someone to go all the way to Eureka/Humboldt County

Marin County Free Library

- The director is a big supporter of LINK+ and resource sharing
- She fully understands that pricing for services like LINK+ is scaled by library size, and bigger libraries play a critical role in helping fund projects like this
- As an active member in the LINK+ community, she would back allowing very small libraries to have less than 5x/week courier delivery
- She is well connected and highly regarded within the state, and can be instrumental with the State Library and others

III. Early Thoughts and Initial Conclusions

The bottom line is driving to visit these libraries was very valuable exercise in appreciating the geography and distance and demographics of the NorthNet members.

The following are some early thoughts on how to pursue the overall objective of bringing NorthNet member libraries into the LINK+ service:

- There seems a real opportunity for leadership at the State Library level with this. Our data shows that per transaction, LINK+ is cheaper than Zip Books, plus it isn't a per transaction fee, so LINK+ has the chance for greater return — use can expand without impacting cost, and the more that it is used the cheaper each transaction becomes

- From a NorthNet perspective, there are three obvious places to aid:

1. Group pricing — negotiating the best price possible with the NorthNet purchasing power
2. Start-up Supplies — Sacramento Public Library estimated start-up costs are approximately \$1,000 for bags, labels and supplies; this one time cost could be an area that NorthNet helps aid new members
3. Courier — Re-examining the goals of the current NorthNet couriers, and refocusing them on aiding LINK+

A “Last Mile” strategy could be developed for the most remote libraries where Tricor takes the items as far as they can, and hands them off to a regional courier to cover the “last mile” to the libraries:

- Using LINK+'s Tricor courier to push to a logical hub spot for a region — e.g. a handoff for NorthBay and along the coast with Sprint; Redding for the northern libraries like Siskiyou County, Modoc County, Lassen County, etc.

- NorthNet can then negotiate with local couriers to cover the specific regions to go from hub-to-library

- Negotiate with LINK+ that certain libraries/areas will have less than 5x/week delivery — say 2x/week for places like Lassen County where it is very remote — **NOTE: the LINK+ Board discussed and approved this at a recent meeting; we will receive details in Innovative's RFQ response**

Solving the courier allows local libraries to buy into LINK+ on the merits alone, and not face a “courier penalty”; it helps them participate with some “skin in the game” by having them pay the LINK+ portion

The first two items — Group Pricing & Start-up Supplies — will be the easiest to tackle. The third — Courier — will likely be a process of negotiating and solving one region and one group of libraries at a time.

IV. Next Steps

Next steps in this project are:

October 2017 — Draft, review, edit and finalize RFQ for LINK+ pricing for Innovative

October 23, 2017 — Release RFQ to Innovative

October 23, 2017 - November 10, 2017 — Answer questions from Innovative; schedule initial call to brief them on intent of RFQ, respond to follow-up questions (NOTE: this is being seen as a collaborative process in which we want them to have all information they need for a thoughtful response, and react early to any initial ideas to ensure the best possible information comes back)

November 10, 2017 — RFQ Response due from Innovative

November 13, 2017 - December 1, 2017 — Review response, pose any follow-up questions; draft and submit final report with suggested paths forward

December 1, 2017 — Telephone meeting with NLS to discuss report



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October 19, 2017

Mountain-Valley Library System
2471 Flores Street
San Mateo, CA 94403

Dear Greta,

NorthNet Library System recently retained special legal counsel to evaluate the obligations of NorthNet and its three-member library systems (referred to as the "legacy systems") for the liability resulting from each legacy systems' former employees' pension benefits under the California Public Employees' Retirement System ("CalPERS"). Mountain-Valley Library System ("Mountain-Valley"), a legacy system, contracted with CalPERS effective March 21, 1992. Mountain-Valley has an annual unfunded liability obligation to CalPERS, which is equal to \$22,786 for fiscal year 2017-2018. This letter serves as notification of Mountain-Valley's responsibilities with respect to its CalPERS liabilities and the potential consequences of failure to fulfill those responsibilities.

After evaluating the underlying contracts and related documentation, special legal counsel has determined that NorthNet has no legal responsibility for the legacy systems' CalPERS obligations. Rather, each legacy system retains legal responsibility for its CalPERS obligations pursuant to each system's CalPERS contract.

Further, special legal counsel has concluded that Mountain-Valley's constituent library members are not legally obligated to fund Mountain-Valley's CalPERS obligations under its operative documents and applicable law. Mountain-Valley is not a joint powers agency, and the Mountain-Valley bylaws make no reference to the Joint Exercise of Powers Act. Therefore, Mountain-Valley is not subject to Government Code Section 6508.1, which could otherwise require shared liability among the parties to a joint powers agreement. Additionally, neither Mountain-Valley's formative resolutions nor its bylaws include provisions requiring Mountain-Valley's constituent members to be responsible for Mountain-Valley's debts or obligations. Mountain-Valley is thus solely responsible for its CalPERS obligations under PERL. As such, Mountain-Valley may choose to request payment from its constituent members as part of their normal member contributions and dues, but the constituent library members are not legally obligated to agree to such payments.

Should Mountain-Valley default on its CalPERS obligations to pay its annual amortized unfunded liability payment, CalPERS has the option to involuntarily terminate Mountain-Valley's CalPERS contract and assess termination liability. Termination liability is equal to the total funds that CalPERS actuaries determine will be necessary to fully fund the pension benefits accrued under



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Mountain-Valley's CalPERS contract using a very conservative assumed rate of return, and will likely be in the millions of dollars. In the event of a shortfall in the payment of the termination liability, CalPERS has the authority to reduce benefits for retirees by a percentage equal to the unfunded termination liability. Additionally, CalPERS has the statutory authority to initiate litigation against Mountain-Valley to recover any unpaid liabilities.

If you have any questions, please contact the undersigned.

Sincerely,

Mel Lightbody, Chair
NorthNet Library System

October 19, 2017

North Bay Cooperative Library System
2471 Flores Street
San Mateo, CA 94403

Dear Henry,

NorthNet Library System recently retained special legal counsel to evaluate the obligations of NorthNet and its three-member library systems (referred to as the “legacy systems”) for the liability resulting from each legacy systems’ former employees’ pension benefits under the California Public Employees’ Retirement System (“CalPERS”). North Bay Cooperative Library System (“North Bay”), a legacy system, contracted with CalPERS effective January 1, 1965. North Bay has an annual unfunded liability obligation to CalPERS, which is equal to \$20,584 for fiscal year 2017-2018. This letter serves as notification of North Bay’s responsibilities with respect to its CalPERS liabilities and the potential consequences of failure to fulfill those responsibilities.

After evaluating the underlying contracts and related documentation, special legal counsel has determined that NorthNet has no legal responsibility for the legacy systems’ CalPERS obligations. Rather, each legacy system retains legal responsibility for its CalPERS obligations pursuant to each system’s CalPERS contract. Additionally, special legal counsel has concluded that North Bay’s constituent library members are not legally obligated to fund North Bay’s CalPERS obligations under its operative documents and applicable law. The North Bay JPA Agreement specifically provides that North Bay is established as a separate public agency, and that North Bay’s debts, liabilities, or obligations do not constitute the debt, liability or obligations of any of the parties to the JPA Agreement. Therefore, North Bay’s own CalPERS obligations are not passed onto any of its constituent members under the North Bay JPA Agreement. North Bay may choose to request payment from its constituent members as part of their normal member contributions to further the purposes of the North Bay JPA Agreement, or request to separately contract with any constituent member to have the member assume responsibility for the CalPERS obligations of North Bay, but the constituent library members are not legally obligated to agree to such payments.

Should North Bay default on its CalPERS obligations to pay its annual amortized unfunded liability payment, CalPERS has the option to involuntarily terminate North Bay’s CalPERS contract and assess termination liability. Termination liability is equal to the total funds that CalPERS actuaries determine will be necessary to fully fund the pension benefits accrued under North Bay’s CalPERS contract using a very conservative assumed rate of return, and will likely be in the millions of dollars. In the event of a shortfall in the payment of the termination liability, CalPERS has the authority to reduce benefits for retirees by a percentage equal to the unfunded termination liability. Additionally, CalPERS has the statutory authority to initiate litigation against North Bay to recover any unpaid liabilities.



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If you have any questions, please contact the undersigned.

Sincerely,

Mel Lightbody, Chair
NorthNet Library System

October 19, 2017

North State Cooperative Library System
2471 Flores Street
San Mateo, CA 94403

Dear Michael,

NorthNet Library System recently retained special legal counsel to evaluate the obligations of NorthNet and its three member library systems (referred to as the “legacy systems”) for the liability resulting from each legacy systems’ former employees’ pension benefits under the California Public Employees’ Retirement System (“CalPERS”). North State Cooperative Library System (“North State”), a legacy system, contracted with CalPERS effective January 1, 1965. North State has an annual unfunded liability obligation to CalPERS, which is equal to \$20,584 for fiscal year 2017-2018. This letter serves as notification of North State’s responsibilities with respect to its CalPERS liabilities and the potential consequences of failure to fulfill those responsibilities.

After evaluating the underlying contracts and related documentation, special legal counsel has determined that NorthNet has no legal responsibility for the legacy systems’ CalPERS obligations. Rather, each legacy system retains legal responsibility for its CalPERS obligations pursuant to each system’s CalPERS contract. However, special legal counsel has concluded that North State’s constituent library members are legally obligated to fund North State’s CalPERS obligations under its operative documents and applicable law, since North State’s bylaws subject it and its members to the shared liability provisions of Section 6508.1 of the California Joint Exercise of Powers Act. Government Code §6508.1 provides, “the debts, liabilities, and obligations of the agency shall be debts, liabilities, and obligations of the parties to the agreement, ***unless the agreement specifies otherwise.***” (Emphasis added). Despite the aforementioned language subjecting North State and its members to Section 6508.1, there are no provisions in the formative resolutions or the bylaws for North State that specify that its constituent library members are not responsible for its debts, liabilities, and obligations. Therefore, pursuant to its bylaws and Government Code §6508.1, North State’s constituent library members are responsible for North State’s CalPERS obligations. This is an unusual outcome since most public entities subject to Section 6508.1 include language in their formative documents that provide that members are not responsible for its liabilities. This outcome does not apply to the other legacy systems because North Bay Cooperative Library System, which is subject to Section 6508.1, excludes such exclusionary language in its agreement, and Mountain-Valley Library System, which is not a joint powers agency, is not subject to Section 6508.1.

Should North State default on its CalPERS obligations to pay its annual amortized unfunded liability payment, CalPERS has the option to involuntarily terminate North State’s CalPERS

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contract and assess termination liability. Termination liability is equal to the total funds that CalPERS actuaries determine will be necessary to fully fund the pension benefits accrued under North State's CalPERS contract using a very conservative assumed rate of return, and will likely be in the millions of dollars. In the event of a shortfall in the payment of the termination liability, CalPERS has the authority to reduce benefits for retirees by a percentage equal to the unfunded termination liability. Additionally, CalPERS has the statutory authority to initiate litigation against North State to recover any unpaid liabilities.

If you have any questions, please contact the undersigned.

Sincerely,

Mel Lightbody, Chair
NorthNet Library System

Services Provided With Your Administrative Contract with the Pacific Library Partnership

NorthNet Library System (NLS) contracts with the Pacific Library Partnership (PLP) for administrative oversight. The activities of the contract include the following:

California Library Services Act

As a cooperative library system, NLS must adhere to the laws and regulations of a cooperative system, and prepare and submit specific documents to the California State Library. Those include the annual Plan of Service and Preliminary Budget, System Detailed Budget, System Program Annual Report, and System Expenditure Report. These reports reflect the system's intent for expenditure of the California Library Services Act (CLSA) allocations within the confines of the law, as well as a regular accounting of the entire budget for NLS.

Staff work with the NLS Executive Committee regarding the distribution of CLSA funds to NLS public libraries. Claim forms are sent to libraries, and staff ensure the monies are correctly appropriated among the 41 public libraries.

Staff attend the California Library Services Board (CLSB) meeting and work with the Executive Staff in advocating for NorthNet. This may include advocating for funding, changes in the regulatory language regarding CLSA funds, or other issues.

Meeting Support

Staff support the NLS Executive Committee, which generally meets four times a year, as well as the Administrative Council, which may meet once or twice a year. Staff also support the meetings of the 3 legacy systems: Mountain Valley Library System (MVLS), North Bay Cooperative Library System (NBCLS), and North State Cooperative Library System (NSCLS). These groups all meet a minimum of one time a year, with most meeting several times a year. Staff also support the 2 standing committees (Library to Go and Zinio). Meeting support includes preparation and distribution of agenda packets, ensuring adherence to the Brown Act, attendance at meetings, and in many cases, minute taking.

Grant Oversight

Staff perform the work of the grants and ensure all grants are monitored and expended in accordance with the guidelines. NLS has the annual PLSEP grant from the State Library. NLS is also administering the multi-year statewide Zip Books grant. All grants require reporting, budgeting, acquisition of goods and services, and financial tracking.

Fiscal and Other Oversight

Staff annually prepare and administer the budget for NLS and ensure all contracts and invoices are paid and current. NLS is required to undergo annual audits, which PLP coordinates. Staff coordinates with all members regarding membership fees, the distribution of funds for CLSA allocations, and distribution of funds to support staff training.

Negotiations with vendors are done centrally. One such example is the contract for delivery services, which was negotiated during this last fiscal year. The administrative contract also includes the management and payment of vendors such as Zinio and Overdrive.

Staff handle correspondence and payment of CalPERS for each of the legacy systems. Staff also handle any other official correspondence.

The NorthNet website is also maintained by staff and includes updating the membership, posting agenda and minutes from meetings, and ensuring other pertinent data stays current.

Special Projects

Staff have worked on the NLS CalPERS issues, including writing the NLS CalPERS White Paper, negotiating with CalPERS on behalf of NSCLS, and working with the CalPERS attorney hired by NLS. We anticipate continued work regarding CalPERS.

Staff will continue to work on the Link+ study, as well as assist in Bylaws changes related to libraries joining legacy systems or NLS.

Updated November 2017

10/24/2017

NorthNet Library System Executive Committee:

The Mountain Valley Library System (MVLS) Executive Committee is requesting an agenda item(s) for the November 15, 2017 NorthNet Library System Executive Committee (NLS EC) meeting. The MVLS Executive Committee is requesting that NLS review the bylaws regarding individual library memberships vs. system memberships, in light of a request to MVLS regarding the establishment of a Loomis Library and Community Learning Center and the pending dissolution of MVLS.

MVLS received an inquiry and request from Ms. Jean Wilson regarding the establishment of a public library in the Town of Loomis and to join MVSL in order to benefit from CLSA funds. At this time, there is no formal request from the Town of Loomis to verify and/or confirm the interest of the Town to establish a library.

MVLS has been operating with the understanding that in regards to its membership in NorthNet, that MVLS is a legacy system and only exists due to outstanding MVLS CalPers obligations and once those obligations are settled MVLS can discuss potentially dissolving and consider joining NorthNet as individual libraries. MVLS has discussed plans to settle their CalPers obligations within FY19 and FY20. MVLS does not have a path for new libraries to join in its Bylaws and the executive committee would rather not add one MVLS does not want to accept new member libraries as MVLS may be planning to dissolve.

If the Town of Loomis is successful in establishing a public library recognized by the CA State Library, what path does it have to NLS membership and CLSA funds outside of MVLS membership? NLS Bylaws do not allow for individual members to join the system. With these bylaws in place, how will individual MVLS members belong to NLS once MVLS dissolves?

State Law precludes MVLS from denying the Town of Loomis membership in MVLS should it succeed in meeting all state requirements for a public library.



Greta Galindo

Chair, Mountain Valley Library System

Mountain Valley Library System

Executive Committee Meeting

September 22, 2017

Conference Call Meeting

1. Welcome and Roll Call, Chair Galindo.

Meeting called to order by Chair, Galindo at 9:03 a.m. Members present: Greta Galindo (Woodland Public Library); Mary George (Placer County Library); Rivkah Sass (Sacramento Public Library). Also present, Carol Frost, Pacific Library Partnership and Jacquie Brinkley, NorthNet Library System.

2. No public in attendance.
3. Motion to approve meeting agenda. Sass moved; George seconded. Motion approved.
4. Brinkley volunteered to record meeting minutes.
5. Frost shared with the EC that the documentation provided in the meeting agenda packet was a compilation of correspondence and research she and Brinkley had compiled for the MVLS Executive Committee's review regarding the inquiry and request from Ms. Jean Wilson to establish a public library in the City of Loomis and to join MVLS in order to benefit from CLSA funds. At this time, there is no formal request from the City of Loomis to verify and/or confirm the interest of the City to establish a library. Also included in the packet are emails from other California Cooperative Library Systems regarding their Bylaws and process by which a new library would join their system. The MVLS Bylaws are silent regarding joining MLVS. Frost noted that the NLS Bylaws do not allow individual members to join the system,. As it stands, should Loomis meet all the State requirements to be recognized as having a city library, Loomis would need to apply for membership to MVLS which would automatically make them part of the NLS system, which would, in turn, allow them access to CLSA funding.

Discussion ensued among Executive Members regarding the intent of MVLS members to sunset the MVLS legacy system, once the CalPERS obligations are paid off with tentative plans to complete this in the next fiscal year. Per the letter from the attorney reviewing the CalPERS obligations for MVLS, a library joining a system is not obligated to its past CalPERS obligations. Because of this, and because of the MVLS Council's desire to pay off its CalPERS future obligations to relieve itself of any future payments, the EC members questioned whether Loomis, or any other future library, should join MVLS or NLS. There is an intent among the NLS Council that after the CalPERS payments are completed, MVLS would move forward with dissolution and each member library would join NLS individually. George recommended that NLS review their Bylaws to allow for individual library membership.

Galindo requested that Jacquie and Carol, acting on behalf of NLS, communicate with the City of Loomis to verify they have met all conditions of the California Statutes to be recognized as a city

library, and to also discuss if there is a formal request from the City of Loomis to join a System. Galindo stated that she is hesitant to offer MVLS membership to individual libraries because of the anticipated changes to MVLS.. Sass agreed that accepting new member libraries would not be to their benefit or the benefit of MVLS due to imminent dissolution of MVLS.

Galindo stated that the process for MVLS or NLS to review and make recommendations or decisions about Loomis' documentation and request would take time. Frost pointed out that the distribution of FY2017/18 CLSA funds had already been completed, so FY 2018/19 would be the earliest Loomis could participate in CLSA funding, pending all documentation was accepted and MVLS or NLS approved their membership. Frost also noted that, per law, a system must respond to Loomis' request to join. Should Loomis join MVLS, the approval process would be that of the MVLS Council. Should it be determined that Loomis would join NLS, it would require CLSA Board approval.

Frost suggested that a MVLS EC member attend the next NLS EC meeting in order to present the Loomis situation and to request that NLS Executive Committee review the Bylaws to consider allowing individual libraries as members, since MVLS member libraries will be making application to NLS once the CalPERS obligations are paid and MLVS no longer has an official system status.

George volunteered to help draft a memo to the NLS Executive Committee requesting to be on November 15 meeting agenda for discussion regarding intent to dissolve MVLS once the CalPERS payout is complete, and to request a review of the NLS Bylaws with regards to membership, and to consider having Loomis join NLS individually, rather than MVLS.

Frost and Brinkley will contact Loomis to determine status, timeline and documentation from the City.

Galindo and George will draft memo to the NLS Executive Committee re: Nov 15 meeting agenda.

Meeting adjourned at 9:53 a.m.

To: NorthNet Executive Committee
From: Carol Frost and Jacquie Brinkley
Subject: Consideration of Changes to NLS Bylaws to Allow Individual Library Membership
Date: November 15, 2017

Overview

Of the nine cooperative library systems in California, only NorthNet and the Pacific Library Partnership have Bylaws which stipulate that systems, rather than individual libraries, may join their cooperative library system. The Mountain Valley Library System, as part of NLS, is requesting that NLS consider changing its Bylaws to allow individual libraries to join.

Below are considerations for this action, based on input from the other cooperative library systems, the California State Library staff, and review of existing California laws. There are supporting attachments at the end of this document.

Definition of Membership within NorthNet

The NLS Bylaws stipulate that membership is limited to a system. The three legacy systems constitute NLS. Their membership documents are inconsistent in language for membership, but do include individual libraries.

Article III, Section 1 of the NLS Bylaws (see Attachment A for full text) define membership as follows:

"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."

The Bylaws of Mountain Valley Library System (MVLS) (Attachment B) are the most explicit of the three legacy systems in defining public library 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."

The North Bay Cooperative Library System (NBCLS) Bylaws (Attachment C) are silent on defining public library membership. Their JPA document defines NBCLS membership through the establishment of the system:

"public agencies which have contracted with each other under Article 1, Chapter 5, Division 7, Title 1 of the Government Code ... for the joint exercise of their common power to provide library services...Any public agency which as a common power, as set forth in this agreement, may join

the North Bay Cooperative Library System by agreeing to abide by the terms of this agreement provided the Council consents, by a majority vote of all members, to the new public agency so joining. The Council shall establish the conditions under which the new member shall be admitted."

The North State Cooperative Library System (NSCLS) Bylaws (Attachment D) state:

"the free and independent public libraries of California's twelve northern counties, having formed an Association by Joint Resolution called the North State Cooperative Library System under the terms of the California Library Services Act (Education Code Section 18700 et seq.), April 20, 1979, do hereby re-associate as North State Cooperative Library System under the terms of the Library of California Act (education Code Section 18800 et seq.), as the successor to the California Library Services Act under which this Association was formed."

Definition of Joining and Leaving a Cooperative

The California Library Services Board Regulations outline the process for a library to join or leave a system (Attachments H and I). The legacy systems are inconsistent in language regarding leaving a system, with NBCLS and NSCLS Bylaws being silent on this. Although it is not mandatory, NLS may consider including language for joining and leaving the cooperative system.

Article III, Section 3 of the NLS Bylaws outlines the process for a member to withdraw from the system:

"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."

The MVLS Bylaws include the following information regarding leaving a system:

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 join 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.*

The Southern California Library Cooperative (SCLC) Bylaws (Attachment E) includes language for libraries joining and leaving the system:

10. Term, Withdrawal, And Termination of Agreement

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 data 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.

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.

Considerations for Changes to Bylaws for Individual Library Membership

Should NorthNet determine that it would like to modify its Bylaws to include individual libraries, it may consider creating some type of checklist to ensure that it does not inherit any fiscal or other liabilities.

Considerations include:

- Language should remain that includes systems as members, and ensure that should another system wish to join NLS in the future, there is a mechanism to do so.
- If a member from a legacy system wishes to join, ensuring that all current and future CalPERS obligations are resolved and that no future fiscal liability exists for the individual library that may fiscally affect NLS.
- If a legacy system has its own contracts for services, and if they are paid for from the legacy system, determining a method for those expenditures and the amount which NLS will pay, and how future contracts may be derived (OCLC contracts are an example. Delivery is handled through contracts with NLS).
- NLS may consider if it would allow non-public library memberships, since academic libraries currently belong to NBCLS.
- Should an individual library or other system wish to join NLS, NLS should consider developing a list of services and associated costs as part of that negotiation process to ensure the library or system understands the resource sharing required to join the system.
- For any new members joining, an agreement may include language which outlines any liability which the incoming member may assume or may be exempt from.
- Should a legacy system decide to dissolve and have its individual members join NLS, NLS should agree with the individual libraries or legacy system about any fiscal or other issues, such as remaining fund balance, contractual obligations, etc.
- Adding or removing members to NLS, whether individual public libraries or a system with public libraries, will have fiscal impacts to libraries regarding the distribution of CLSA funds. The impact will vary depending upon whether the library or system is currently within the boundaries of NLS or expands the boundaries.

In modifying the Bylaws to include new libraries, NLS should consider clarifying what types of libraries may join and at what level, as several academic institutions belong to the legacy systems. An example of this is in the Bylaws of the Black Gold Cooperative Library System (Attachment F), which stipulates how a public library may join, as well as other entities.

AMENDED JPA 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.

ARTICLE XV CONTRIBUTIONS and 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.

Legal Process for a Public Library to Join a System

The California Library Services Regulations (Attachment H) outline the method for a library to join a system. The California State Library created a checklist (Attachment I) for joining or leaving a system.

The California Education Code Sections 18830-18831 (Attachment G) outlines specific definitions for establishing a municipal or county public library. Per our conversations with the California State Library Staff, the burden rests with the cooperative system, rather than the California State Library or California Library Services Board (CLSB), to ensure a library meets all requirements to be defined as a public library.

Should a library wish to join a system, formal noticing must be done by the library and by the system to the CLSB, and it must be approved by the CLSB. The deadline of notification by September 1 of a year will ensure that the library may receive CLSA funding in the next fiscal year. The waiver request may be submitted to waive that deadline. A recent example can be found for the city of Goleta in the October 17, 2017 CLSB packet: http://www.library.ca.gov/loc/docs/2017-10_Agenda_packet.pdf

Should a non-public library or other entity wish to join a system, the CLSB approval is not needed.

Next Steps

Should the NLS Executive Committee wish to continue this discussion, it is recommended that it be brought forth at the January 19, 2018 Administrative Council meeting. Should NLS wish to change its Bylaws to allow individual membership, it may consider include language that more clearly defines what types of individual libraries may join, the process for joining or leaving, and consider the fiscal or legal ramifications for allowing individual libraries to join. The NLS Executive Committee may also consider a timeline for changing its Bylaws in relation to the memo from the MVLS Executive Committee.

List of Attachments

Attachment A: NorthNet Bylaws

Attachment B: MVLS Bylaws

Attachment C: NBCLS JPA Document

Attachment D: NSCLS Bylaws

Attachment E: Southern California Library Cooperative JPA

Attachment F: Black Gold Cooperative Library System Bylaws

Attachment G: California Education Code Sections 18830-18831 Defining Libraries Participation in a Cooperative Library System

Attachment H: California Library Services Act Code for Steps for Joining a System

Attachment I: Checklist from California State Library for Joining or Leaving a System

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

join 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,

A G R E E M E N T

Attachment C

REQUEST TO JOIN THE NORTH BAY
COOPERATIVE LIBRARY SYSTEM

THIS AGREEMENT executed the _____ day of _____,
_____, between the North Bay Cooperative Library System and the
_____, hereinafter
referred to as Applicant;

WITNESSETH:

WHEREAS, the North Bay Cooperative Library System is composed
of public agencies which have contracted with each other under Article 1,
Chapter 5, Division 7, Title 1 of the Government Code of the State of Cal-
ifornia, for the joint exercise of their common power to provide library
services, and

WHEREAS, Applicant desires to join the North Bay Cooperative
Library System;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

(1) The Applicant requests permission to join the North Bay Coop-
erative Library System and agrees to abide by the terms of that certain
agreement executed by the public agencies presently composing the North
Bay Cooperative Library System, a copy of said agreement marked Exhibit
"A" being attached to and made a part of this agreement.

(2) The North Bay Cooperative Library System by a majority vote
of all the members of the Board of Directors of said Library System does
hereby consent to the admission of Applicant to the North Bay Cooperative
Library System, subject to compliance with such conditions as may be deter-
mined by the Board of Directors.

IN WITNESS THEREOF, the public agencies have caused their
names to be affixed hereto by the proper officials thereof, as authorized by
resolution of each governing body.

THIS AGREEMENT executed this _____ day of _____,
_____.

Agency: _____

By: _____

Title: _____

NORTH BAY COOPERATIVE LIBRARY SYSTEM

By: _____

Chairperson



IN RE NORTH BAY COOPERATIVE
LIBRARY SYSTEM
- - - - -

WHEREAS, the following public agencies: The County of Marin, the County of Sonoma, the County of Napa, the County of Solano, the Benicia Public Library, the Vallejo Public Library, the Goodman Library of Napa, the St. Helena Public Library, the City of Sonoma, the Santa Rosa Public Library, the Ukiah Municipal Library, the City of Petaluma, the Cloverdale Public Library, the City of Sebastopol, and the Union High School Library District of Vacaville, all of the State of California, and each of them, maintain and operate as a division of agency of local government, a Public Library; and

WHEREAS, each of the public agencies provides the necessary public funds for the operation of its public library; and

WHEREAS, each of the public agencies has the power to approve the expenditure of funds on the part of the public library; and

WHEREAS, each of the public agencies is eligible for monies pursuant to Public Law 597, 84th Congress, Chapter 407, Second Session, otherwise known as the Library Services Act, which monies will largely finance the establishment of the program hereinafter described; and

WHEREAS, the public agencies are authorized to contract with each other for the joint exercise of any common power under Article I, Chapter 5, Division 7, Title I, of the Government Code of the State of California; and

WHEREAS, it will be to the mutual advantage of each of the parties hereto to contract for the cooperation of all parties hereto for the functional consolidation of certain library facilities and services with resulting economic gain and savings to each of the parties hereto;

NOW, THEREFORE, THE FOLLOWING CONTRACTING public agencies: The County of Marin, the County of Sonoma, the County of Napa, the County of Solano, the Benicia Public Library, the Vallejo Public Library, the Goodman Library of Napa, the St. Helena Public Library, the City of Sonoma, the Santa Rosa Public Library, the Ukiah Municipal Library, the City of Petaluma, the Cloverdale Public Library, the City of Sebastopol, and the Union High School Library District of Vacaville, and each of them for and in consideration of the mutual premises and agreements hereinafter stated and the performance thereof, and for other valuable and adequate consideration do

hereby promise and agree for and on behalf of themselves and their successors in interest as follows:

I

PURPOSE OF AGREEMENT, COMMON POWER TO BE EXERCISED

This agreement, made under the provisions of Article 1, Chapter 5, Division 7, Title 1, of the Government Code of the State of California, is for the purpose of providing for the creation and establishment of the cooperative library functions as are more fully described hereinafter. The purposes will be accomplished and the common power exercised in the manner hereinafter set forth.

II

The above-mentioned cooperative library functions, in detail, are as follows, to wit:

1. Cooperative book evaluation
2. Cooperative in-service training
3. Subject specialization of book collections, with sharing of specialized resources
4. Sharing of periodical resources according to subject specialization
5. Coordinated reference service, including purchase by the Santa Rosa Public Library of basic reference materials not held by any library in the system, or held in insufficient quantities in libraries, said books to be deposited on a long-term basis in member libraries.
6. Joint film collection, with projection equipment, to be available to all member libraries, and administered by the Solano County Free Library
7. Centralized ordering, cataloging, classification and physical preparation of books for member libraries, to be performed by the Sonoma County Free Library and paid for in part by contributions of member libraries under terms to be determined by the hereinafter defined Council
8. A regional deposit center maintained by the Petaluma Public Library for the use of member libraries for the deposit of little-used

books, periodicals and other library materials

9. Regular and frequent delivery of books and other library materials among member libraries, especially to and from the member library operating the processing center, through use of a delivery truck to be purchased and maintained by the Sonoma County Free Library
10. Teletype or telephone communication among member libraries, to be administered by the Vallejo Public Library
11. Interchangeable borrowing privileges
12. Consultant in children's work, to be available to advise and assist member libraries in developing and improving library service to children, to be employed by the Santa Rosa Public Library for this purpose
13. Cooperatively-developed statements of system objectives and system book selection policies
14. Other cooperative library projects which may be agreed upon

III

Each contracting public agency agrees to:

1. Develop and adopt a statement of objectives for its library if such does not yet exist
2. Develop and adopt a statement of book selection policies for its library if such does not yet exist
3. Prepare and adopt for its library a position classification plan, a pay plan with a scale for each class of position, a chart of administrative organization, and an estimated program of major work to be accomplished in the fiscal years covered by this contract, if these items do not as yet exist
4. Be represented by the Librarian or a member of the library staff at all or most of the workshops and similar meetings undertaken by the cooperative library system herein described.
5. Appoint a representative who shall attend all or most of the meetings of a Council of the cooperative library system
6. Accept from the libraries named in Section II above the services specified in paragraphs 5,6,7,8,9,10, and 12 of Section II above.

Withdrawal of one of the public agencies named in Section II above shall not invalidate this agreement as among the remaining participating public agencies

7. Authorize and expend for its Library in the fiscal year ending June 30, 1961, for public library services over and above those described herein, a sum at least the equivalent of that expended for similar public library services in the fiscal year ending June 30, 1960
8. Consider continuation of the program of the cooperative library system at the end of the period financed by the Library Services Act monies if said cooperative library system is deemed to have demonstrated its value

IV

A Council, which shall consist of one representative from each contracting public agency, shall act as the coordinating group in carrying out the purposes and programs contemplated by this agreement, and shall make such rules as are necessary for this purpose.

V

The Council shall fix the times and places of the regular meetings at its first meeting.

VI

This agreement shall remain in force and effect until such time as a majority of the members to this agreement shall agree upon the termination thereof. Any contracting public agency shall have the right to terminate its membership and withdraw from this agreement at any time by resolution of its governing body, which resolution of withdrawal shall be filed with the Council. Such a withdrawal or non-participation by one or more of said public agencies shall not invalidate this agreement as among the remaining participating public agencies.

VII

Any public agency which has a common power, as set forth in this agreement, may join the North Bay Cooperative Library System by agreeing

to abide by the terms of this agreement provided the Council consents, by a majority vote of all members, to the new public agency so joining. The Council shall establish the conditions under which the new member shall be admitted.

IN WITNESS WHEREOF, the public agencies have caused their names to be affixed hereto by the proper officers thereof as will appear by resolution of each governing body. This agreement signed and executed this day of , 1960.

APPROVED AS TO FORM THIS 17th
day of May, 1960

(Signed) Leland H. Jordan
County Counsel

COUNTY OF MARIN
State of California

By: (Signed) Walter Castro

APPROVED AS TO FORM THIS 26th
day of April, 1960

(Signed) Daniel K. York
County Counsel

COUNTY OF NAPA
State of California

By: (Signed) N.D. CLARK

APPROVED AS TO FORM THIS 11th
day of July, 1961
(Signed) Robert A. Rehberg
County Counsel

COUNTY OF SONOMA
State of California

by: E.J. Guidotti

APPROVED AS TO FORM THIS 12th
day of April, 1960

(Signed) James M. Shumway
County Counsel

COUNTY OF SOLANO
State of California

By: (Signed) Raymond E. Church
Chairman, Board of Supervisors

APPROVED AS TO FORM THIS 12th
day of April, 1960

(Signed) James M. Shumway
County Counsel

VACAVILLE UNION HIGH SCHOOL LIBRARY
DISTRICT OF SOLANO COUNTY, State of
California

By: (Signed) Willard Z. Wylie
President

APPROVED AS TO FORM THIS 2nd
day of May, 1960

(Signed) Rolland E. Pope
City Attorney

VALLEJO PUBLIC LIBRARY
State of California

(Signed) Lohn R. Ficklin
City Manager, CITY OF VALLEJO

APPROVED AS TO FORM THIS
22nd day of April, 1960

(Signed) Robert Zeller
City Attorney

THE GOODMAN LIBRARY OF NAPA
State of California

(Signed) H.G. Sawyer, Chairman
Board of Library Trustees

APPROVED AS TO FORM THIS 21st
day of April, 1960

(Signed) Alexander J. McMahon
City Attorney

CITY OF SONOMA
State of California

(Signed) Wm. J. Raymond
Mayor

APPROVED AS TO FORM THIS 13th
day of April, 1960

(Signed) Richard B. Maxwell
City Attorney

APPROVED AS TO FORM THIS 29th
day of April, 1960

(Signed) Harold A. Irish
City Attorney

APPROVED AS TO FORM THIS 2nd
day of November, 1960

(Signed) Edouard E. Robert
City Attorney

APPROVED AS TO FORM THIS 13th
day of April, 1960

(Signed) Edward Dermott
City Attorney

SANTA ROSA PUBLIC LIBRARY
State of California

(Signed) H.L. Bruner
President, Board of Library Trustees

UKIAH MUNICIPAL LIBRARY
State of California

(Signed) Carolyn O. Cook
President Board of Library Trustees

CITY OF PETALUMA
State of California

(Signed) Arthur W. Parent
Mayor

CITY OF SEBASTOPOL
State of California

(Signed) O.E. Dickinson
Mayor

NORTH BAY COOPERATIVE LIBRARY SYSTEM

SUPPLEMENT TO AGREEMENT OF 1960 ENTITLED

"IN RE NORTH BAY COOPERATIVE LIBRARY SYSTEM"

CONTAINING

A FURTHER AGREEMENT FOR JOINT EXERCISE OF THE POWERS

OF THE CONTRACTING PARTIES

AND

THE ESTABLISHMENT OF THE NORTH BAY COOPERATIVE LIBRARY SYSTEM

AS A SEPARATE AGENCY FOR THE EXERCISE

OF SUCH POWERS

EFFECTIVE 13th Day of May, 1964

The Undersigned public agencies declare:

1. That they are all of the parties who remain parties signatory to the written agreement of 1960, entitled "In Re North Bay Cooperative Library System", including parties who have joined the North Bay Cooperative Library System by agreement and consent under paragraph VII of the said agreement.

2. That the North Bay Cooperative Library System established under the said agreement of 1960, has operated successfully and has proven its advantage to the parties in the manner stated in the said agreement; and that the system should now be established as a separate and permanent agency, to exercise powers common to the parties, in the manner provided in this instrument and as authorized by Article 1, Chapter 5, Division 7, Title 1, of the Government Code of California

3. That each party to this instrument is a public agency, operates a public library, or operates a demonstration library under federal or state law, and is authorized to enter into this agreement.

4. That the parties intend that the public agency created by this instrument shall be eligible to receive monies under the Federal Library Services Act, Public Law 597 of the Second Session of the 84th Congress, as amended, and as the same may be amended from time to time, and that this instrument shall be so understood and interpreted.

5. That the parties intend that the public agency created by this instrument shall be eligible to receive monies under Chapter 1.5 of Division 20 of the Education Code of California, as enacted by Chapter 1802 of the statutes of the Regular Session of 1963, and as the same may be amended from time to time, and that this instrument shall be so understood and interpreted.

6. That the public agency created by this instrument is a "public agency" within the meaning of Section 27113 of the Education Code of California, and is a tax-supported free public library system under the sponsorship of state and local government; that the parties intend that the said agency shall be conducted and operated as an educational institution within the meaning of federal and state law, and that this agreement shall be so understood and interpreted, and further that the said agency shall be operated and conducted in such manner as to be and remain eligible for the benefits of the Federal Property and Administrative Services Act of 1949, as amended, and as the same may be amended from time to time, and of other federal and state legislation of similar import.

Now, therefore, the undersigned parties agree as follows:

1.

EFFECTIVE DATE

The date of the execution of each signature to this instrument shall be affixed opposite the signature of the executing officer, and the last date so

appearing is the effective date of this instrument. The effective date shall be inserted on the title page, preceding.

II.

PURPOSE OF THIS INSTRUMENT

This instrument supplements the written agreement of 1960, mentioned in the preceding declarations, and insofar as any provisions of this present instrument shall conflict with or be inconsistent with the provisions of the former agreement, this present instrument shall control and prevail. This instrument is a mutual agreement among and between the parties, made in consideration of the mutual benefits of the operation of the North Bay Cooperative Library System, and the mutual benefits to the parties in the joint exercise of their common powers to establish, maintain and operate library services under the sponsorship and support of local government and the instrumentalities of government. By this instrument the parties have established the North Bay Cooperative Library System as a separate public agency, separate from the parties to this instrument, for the purpose of operating the library system known as the North Bay Cooperative Library System in the territorial jurisdiction of all the parties, as more fully set forth in the following paragraphs.

III.

ESTABLISHMENT OF THE SYSTEM AS A SEPARATE PUBLIC AGENCY

The North Bay Cooperative Library System is hereby established a separate public agency, under the meaning of Sections 6506 and 6507 of the Government Code, with its powers and duties vested in the Council established under paragraph IV of the agreement of 1960, which Council is continued in existence and is now designated as the board of directors of the agency.

For all legal purposes the Council shall be called The Board of Directors of the North Bay Cooperative Library System, but for sake of convenience may be called the Council. The Council is authorized in its own name, as provided in Section 6508 of the Government Code, to do any or all of the following:

- a) to make and enter contracts.
- b) to employ agents and employees.
- c) to acquire, construct, manage, maintain or operate any buildings, works or improvements.
- d) to acquire, hold or dispose of property.
- e) to incur debts, liabilities or obligations which do not constitute the debt, liability or obligations of any of the parties to this instrument.
- f) to sue and be sued.

IV.

COMMON POWERS TO BE EXERCISED.

The common powers to be exercised pursuant to this instrument are the powers of each party to provide public library services, and the common powers shall be exercised so as to establish, aid, assist, extend, improve and enlarge public library services of every kind and description in the territorial jurisdictions of all of the parties. By vesting the said common powers in the agency the parties intend also to vest, and do vest, in the agency all powers and rights to do everything convenient or necessary to aid in the exercise of the common powers, or fairly implied by vesting of the common powers, to the fullest extent authorized by law. The agency is authorized to exercise any power allowed to it by any applicable law.

V.

METHOD FOR ACCOMPLISHMENT OF PURPOSES-- MANNER IN WHICH POWERS TO BE EXERCISED

Each party to this instrument shall select a representative to serve on the Council, which is the board of directors of the system, and the Council shall consist of all of the representatives so selected. Each party shall determine its own method of selection and the term of office of its representative.

The Council shall meet at such times and places as it shall determine, shall by majority vote adopt by-laws or other rules for the appointment of its

officers and the conduct of its business, shall acquire such property and engage such employees, agents and consultants as it shall determine necessary to carry out the purposes of this instrument, within the limitations of its financial and other resources, and within the limits of its authorizations in law.

The Council shall adopt in writing such personnel policies, fiscal policies, and other policies as it finds necessary for the conduct of its business.

The Council shall meet, deliberate and act sufficiently enough to carry out the expressed and fairly implied intents and purposes of this instrument, and without intent to limit the generality of the foregoing provisions of this paragraph, the Council is expressly directed to do all of the following:

- a) Adopt and amend from time to time a Plan of Service to comply with Section 27126 of the Education Code and rules and regulations adopted under Chapter 1.5 of Division 20 of the Education Code.
- b) Provide the parties to this instrument with material aid and to provide directly when occasion requires, basic library services, all involving but not limited to book and periodical resources, and including but not limited to the following basic elements:
 - 1) The selection and acquisition of library materials in a consolidated or coordinated manner.
 - 2) The organization of library materials for use, including cataloging, classification and physical preparation, in a consolidated or in a coordinated manner.
 - 3) The lending of library materials for home use, with the return of such materials unrestricted as to service outlet.
 - 4) Reference and research, including assistance to users by library staff, consolidated or coordinated where necessary to provide the maximum utilization of the total resources of all participating libraries.
 - 5) The inter-availability of materials and information among all service outlets in the system on the same basis for all library

users, including a method by which each party to this instrument may ascertain the specific library holdings of the other parties.

- 6) The accomplishment of such library projects as the Council shall determine to be in the best interest of the parties to this instrument.

VI.

OBLIGATIONS OF THE CONTRACTING PARTIES

Each party to this instrument agrees that it will do all of the following:

- a) Develop and adopt a written statement of objectives for its library if such statement does not yet exist.
- b) Develop and adopt a written statement of book selection policies for its library if such does not yet exist.
- c) Prepare and adopt for its library a position classification plan, a pay plan with a scale for each class of position, a chart of administrative organization, and an estimated program of major work projects to be accomplished, if these items do not yet exist.
- d) Be represented by its librarian or a member of its library staff at all or most of workshops and similar meetings undertaken by the cooperative library system herein described.

VII.

CONTRIBUTIONS AND PAYMENTS

Contributions and payments will be made for purposes of this instrument in the manner provided in Section 6504 of the Government Code, and services may be exchanged in the manner provided in Section 6506 of the said Code. Such contributions and payments shall be recommended by the Council from time to time, and reviewed and approved by the legislative bodies and governing boards of the respective parties. Annual budgets for the system shall be reviewed by the said legislative bodies and governing boards.

VIII.

ACCOUNTABILITY OF FUNDS

The Council shall account for all funds received and disbursed by it, no matter from what source or for what purpose, doing so in accordance with standard accounting practices and in a manner of accounting generally acceptable to agencies of local government, engaging for such purpose personnel qualified to maintain the necessary books of account at all times in a current condition. Such books of account shall be open at all times during normal business hours to the inspection of any authorized representative of any party to this instrument, to the authorized representative of the State Librarian, and the authorized representative of any official of a government agency that grants or disburses funds to the Council for the purposes of this instrument. The Council shall adopt a fiscal year period for the purposes of such accounting, and at least once each fiscal year shall engage an independent and qualified accountant or accountants to audit the books of account, and to prepare from such books a statement of assets and liabilities, a statement of receipts and disbursements, and such other statements and reports as the Council shall determine to be necessary or convenient for the dissemination of accounting reports to each party to this instrument, and the Council shall distribute such reports to the parties.

IX.

TERMINATION OF AGREEMENT

Any party to this instrument may withdraw as a party upon written notice to the Council delivered at least thirty days in advance of the date on which it wishes to withdraw. No party shall be entitled by virtue of such withdrawal to receive any payment of money or share of the assets of the agency established by this instrument, except as may be provided by any separate written instrument which has been executed as an agreement between the Council and that party with regard to contributions, payments, or services by that party to the Council. This instrument shall remain in effect as an agreement among the parties until cancelled by all of the remaining parties, or until

the withdrawal of all except one party. In the event of cancellation of this instrument the members of the Council remaining at the date of such cancellation shall continue as the governing board of the agency for the purpose of winding up its affairs, and during the course of such winding up shall exercise all powers granted by this instrument, as may be necessary or convenient in the accomplishment of its duties. When all agency affairs have been finally settled, following cancellations, then this instrument shall terminate and shall be of no further force or effect.

It is understood by all parties that Mendocino County enters this agreement with a demonstration library, and is not assured at the date of this agreement that the said library will be continued in existence. In the event of dissolution of the Mendocino County library demonstration, all of the parties agree that Mendocino County may withdraw from this agreement without notice and without further obligation in which case this agreement shall be terminated as to Mendocino County.

In the event of dissolution of the system, either by consent of all parties, or by withdrawal of the last remaining parties, it is agreed that in connection with the winding up of affairs all assets of the system 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 its dues and contributions, 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.

It is mutually agreed that any member of the system which terminates its membership, for any reason, shall have a priority of right for one year after termination of its membership to contract to receive the services of the system by separate agreement between the system and the withdrawn member, to the extent which may be allowed by Federal and State regulations. It is the intention of the parties that the system shall stand ready to negotiate contracts for such services, and that the length of the term shall be limited only by the mutual agreement of the parties, acting within the scope of applicable federal and state regulations.

X.

If any party to this agreement is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of the agreement and pays in excess of its pro rata share in satisfaction of such judgment, such party is entitled to contribution from each of the other parties to this agreement, in accordance with Section 895.6 of the Government Code of California.

XI.

- a) It is the intention of the parties that the system will procure professional and technical services by contract with other public agencies which are parties to this agreement, in those cases in which it is feasible to do so. The parties contemplate, at the time this agreement is executed, that the system will procure legal, accounting, and other services as the system may determine necessary, by contract with the City of Santa Rosa.
- b) The system will appoint a chief administrative officer or coordinator, who, among other duties, will have charge of the hiring, supervision, and discharge of personnel, under the personnel policies adopted by the Council. The Council will adopt a salary plan which follows generally the City of Santa Rosa professional salary scale, for professional employees, and the County of Sonoma salary scale, for clerical employees.
- c) It is the intention of the parties that the system will procure independent quarters for the headquarters of its operation, and that until such quarters are procured, the County of Sonoma will continue to operate

the system's processing center, and the County of Solano will continue to operate the system's film circuit.

- d) The system will either join the State Employees Retirement System, by contract, or will secure retirement coverage through members of the system, whichever method appears to be in the best interest of the system and its employees.
- e) The system will secure and keep in force adequate liability and Workmen's Compensation Insurance coverage for itself, either by its own policies or by coverage through members of the system, whichever appears for the best interest of the system and its employees. The system will furnish upon request of any party to this agreement certificates evidencing such insurance.

XII.

ADDITIONAL PARTIES

Any public agency or instrumentality of government which possesses the legal capacity and the common powers of the parties to this instrument may join the North Bay Cooperative Library System and become a party to this instrument by subscribing and delivering to the Council a written agreement, provided that the Council consents and accepts such agreement by a majority vote of all of its members, and further provided that the Council may establish reasonable conditions under which any new party shall be admitted.

IN WITNESS WHEREOF, the public agencies named below have caused their execution of this instrument to be affixed hereto by their proper officers, duly authorized by the legislative or governing body of each such agency.

CITY OF LAKEPORT

NAPA CITY-COUNTY LIBRARY

COUNTY OF MARIN

COUNTY OF MENDOCINO

CITY OF MILL VALLEY

CITY OF PETALUMA

CITY OF ST. HELENA

CITY OF SANTA ROSA

CITY OF SAUSALITO

CITY OF SEBASTOPOL

COUNTY OF SOLANO

CITY OF SONOMA

COUNTY OF SONOMA

CITY OF UKIAH

VACAVILLE UNION HIGH SCHOOL LIBRARY
DISTRICT OF SOLANO COUNTY

CITY OF VALLEJO

NORTH BAY COOPERATIVE LIBRARY SYSTEM

SECOND SUPPLEMENT TO AGREEMENT OF 1960 ENTITLED

"IN RE NORTH BAY COOPERATIVE LIBRARY SYSTEM"

AMENDING THE AGREEMENT OF 1964

The Undersigned public agencies declare:

1. That they are all of the parties who remain parties signatory to the, written agreement of May 13, 1964, "Supplement to Agreement of 1960 entitled 'In re North Bay Cooperative Library System' Containing a Further Agreement for Joint Exercise of the Powers of the Contracting Parties and the Establishment of the North Bay Cooperative Library System as a Separate Agency for the Exercise of Such Powers," including parties who have joined the North Bay Cooperative Library System by agreement and consent under paragraph XII of the said agreement.

2. That the North Bay Cooperative Library System as established under the 1964 agreement has operated successfully and has proven its advantage to the parties; and that the system should now be opened to public agencies which operate libraries other than cities, counties and library districts.

Now, therefore, the undersigned parties agree as follows:

Any agency or institution which possesses the legal capacity to enter into an agreement under the provisions of Sections 6500 et seq. of the California Government Code, and which maintains a library or libraries, may join the North Bay Cooperative Library System and become a party to this instrument by subscribing and delivering to the Council a written agreement, provided that the Council consents and accepts such agreement by a majority vote of all of its members, and further provided that

a) The representative of an agency other than a public library agency may not vote upon the disposition of funds which are restricted by law or the terms of their grant to public library purposes;

b) The public library representatives reserve the right separately to establish membership fees for public library agency members;

c) Member agencies which are not public library agencies are not bound by the provisions of Section V to provide direct public access without restriction to their library collections and services;

d) The Council may establish other reasonable conditions under which any new party shall be admitted.

BY-LAWS

for the

NORTH STATE COOPERATIVE LIBRARY SYSTEM

PREAMBLE:

The free and independent public libraries of California's twelve northern counties, having formed an Association by Joint Resolution called the North State Cooperative Library System under the terms of the California Library Services Act (Education Code Section 18700 et seq.), April 20, 1979, do hereby reassociate as North State Cooperative Library System under the terms of the Library of California Act (education Code Section 18800 et seq.), as the successor to the California Library Services Act under which this Association was formed.

North State Cooperative Library System is an Information Agency as said term is defined in Education Code Section 18810(f) and is a Special Library as such term is defined in Education Code Section 18810 (v). North State Cooperative Library System meets each of the requirements set forth in Education Code Section 18830 (a).

ARTICLE I: NAME

The name of this organization shall be the "North State Cooperative Library System", hereinafter called the "System".

ARTICLE II: PURPOSE

The objectives of this organization shall be to implement and accomplish the purposes described in the Plan of Service agreed upon by the member libraries consistent with the provisions of the California Government Code, Sections 6500-6578 (Joint Exercise of Powers), formed under the terms of the California Library Services Act and continues under successor acts.

ARTICLE III: MEMBERSHIP

Section 1. Members

The following public agencies have entered into a written agreement to implement a Plan of Service and shall be designated members of the System: Butte County, Del Norte County Library District, Humboldt County, Lassen Library District, Modoc County, Plumas County, Shasta County, Siskiyou County, Tehama County, Trinity County, and the cities of Orland and Willows (Education Code Section 18810 (q), as successor to Education Code Section 18710 (i)).

Section 2. Withdrawal from Membership

Any participating agency may withdraw from membership in the System by resolution of its governing body. Notices of withdrawal of any member of the System will be given in writing to the Council of Librarians on or before February 1 of the current fiscal year according to the provisions of Section 14, paragraph (c) of the Plan of Service for the System.

ARTICLE IV: COUNCIL OF LIBRARIANS

Section 1. Governing Body

The System shall be governed by a Council of Librarians composed of the head librarian of each public agency participating as a member of the System.

Section 2. Voting Member

Each public member library shall have one vote. In the case of unavoidable absence from a meeting, the head librarian may designate an alternate to attend the meeting and cast a vote. No proxies will be allowed.

Section 3. Administrative Council

The System's Council of Librarians shall serve as the "Administrative Council" for the System under the Library of California Act as it was established by the predecessor statute (Education Code Section 18747 (a)).

Section 4. Policy and Duties

The Council of Librarians shall establish policy and prepare plans for the continued development and growth of the System within the regulations of the Education Code Section 18700 et.seq. and within the rules and regulations adopted by the California Library Services Board. In the event that the California Library Services Act sunsets, the Council of Librarians shall establish policies consistent with the Library of California Act. The Council of Librarians shall direct, and through System personnel, administer the program stipulated by the Plan of Service. The Council of Librarians shall be responsible for the allocation and through the Fiscal Agent for the System, the disbursement of monies received from federal, state and/or local sources. The Council of Libraries shall determine, if and when necessary for the continued operation of the System, the frequency and amount of any assessment required of its members. The Council of Libraries shall select and appoint System personnel.

ARTICLE V: OFFICERS AND DUTIES

Section 1. Officers

1. A Chairman and Vice-Chairman shall be elected from the Council of Librarians.
2. The Council of Librarians shall contract for a Fiscal Agent.
3. The Council of Librarians shall appoint a Fiscal Agent Liaison.

4. The Council of Librarians shall appoint a Secretary for the Council of Librarians.

Section 2. Duties

1. The Chairman shall preside at all meetings of the Council of Librarians.
2. The Chairman shall appoint members to committees authorized by the Council of Librarians.
3. The Chairman shall be the authorized representative of the Council of Librarians.
4. The Vice-Chairman shall act in the absence of the Chairman.
5. The Fiscal Agent Liaison shall maintain communication with the Fiscal Agent.
6. The Fiscal Agent shall receive and disburse System funds as required by law.
7. The Secretary shall be responsible for minutes of the meetings, reports, and correspondence.

Section 3. Nominations and Elections

1. At the regular meeting in March or at a time designated by the Council of Librarians, a Nominating Committee of three members shall be appointed by the current Chairman. It shall be the duty of the committee to nominate candidates for the offices of Chairman and Vice-Chairman. The Nominating Committee shall report to the Council of Librarians by April 15. Additional nominations may be made in writing by Members of the Council of Librarians to the Chairman of the Nomination Committee no later than May 1.
2. The officers shall be elected at the meeting in May or at a time designated by the Council of Librarians, by a majority of the members present at the meeting, to serve from July 1 to June 30 or until their successors have been elected.

Section 4. Succession

No Chairman or Vice-Chairman shall succeed himself in office.

Section 5. Vacancies

If for any reason the office of Chairman falls vacant, the Vice-Chairman shall serve as Chairman for the remainder of that term. If the office of Vice-Chairman becomes vacant, a special election shall be held to fill the office of the unexpired term.

ARTICLE VI: MEETINGS

Section 1. Regular Meetings

Meetings shall be held at least four (4) times yearly.

Section 2. Determination of Meetings

The power to determine the date and place of Council of Librarians meetings shall be vested in the Council of Librarians. The Council of Librarians may also meet upon the call of the Chairman, or upon petition of the majority of the members. The purpose of the meeting shall be stated in the call. In cases of emergency, at least three days' notice shall be given.

Section 3. Notice

Notice and agenda of each regular meeting of the Council of Librarians shall be in writing and transmitted at least ten (10) days prior to each meeting. In cases of emergency of at least three days' notice shall be given. The members, at their option, may in writing waive the requirements of notice for meetings.

Section 4. Quorum

At any regular meeting of the Council of Librarians, a simple majority of the total membership shall constitute a quorum.

ARTICLE VII: COMMITTEES

Section 1. Standing Committees

The Council of Librarians shall establish standing committees, indicating their objectives and responsibilities.

Section 2. Ad Hoc Committees

The Council of Librarians shall authorize such ad hoc committees as it deems necessary.

Section 3. Ex Officio Committee Members

The Chairman shall serve as an ex-officio member of all committees. System employees may serve as ex-officio members of committees.

ARTICLE VIII: ADVISORY BOARD

Section 1. Representatives

There shall be an Advisory Board to the Council of Librarians made up of lay representatives for each jurisdiction.

Section 2. Appointments

One Advisory Board member shall be appointed by the governing body of each jurisdiction. An alternate may be appointed.

Section 3. Term of Office

The term of any member of the Advisory Board shall be for two years, and each member shall serve no more than two consecutive terms. Staggered terms have been established by drawing of lots at the first meeting of the Advisory Board so that a simple majority of the members initially served a two-year term, and the remainder initially a one-year term.

Section 4. Qualifications

The appointing jurisdiction shall ensure that members of the Advisory Board are representatives of the public-at-larges and of the underserved residents in the system service area.

Section 5. Duties

The duties of each system advisory board member shall include, but are not limited to the following:

1. Assisting the Council of Librarians in the development of the system plan of service.
2. Advising the Council of Librarians on the need for services and programs.
3. Assisting in the evaluation of the services provided by the System.

Section 6. Library Employees

No library employee of a member jurisdiction shall serve on the Advisory Board.

Section 7. Meetings

The Advisory Board shall meet at least twice annually.

ARTICLE IX: SYSTEM STRUCTURE AND ORGANIZATION

Section 1. System Personnel

The System personnel shall consist of the System Administrator and such other professional, clerical and operating staff as are stipulated in the Plan of Service. When a vacancy exists, the Chairman shall assume the duties usually assigned to the System Administrator. System personnel shall be selected according to job description and recruitment announcements approved by the Council of Librarians. Appointment of personnel to positions shall be approved by the Council of Librarians.

Section 2. Personnel Manual

The Council of Librarians shall establish and maintain a personnel manual which shall contain a record of the policies concerning dismissal, resignation, salaries and benefits and such other personnel policies as the Council of Librarians shall deem necessary.

Section 3. Travel Expenses.

The Council of Librarians shall establish and maintain a schedule of reimbursements for authorized travel expenses for the Council of Librarians, system personnel, and the Advisory Board Members. The Council Chairman and members of the Council of Librarians may receive reimbursement for extraordinary expenses incurred in the fulfillment of System responsibilities at the discretion of the Council of Librarians.

Section 4. Inventory

An inventory of equipment under System jurisdiction shall be maintained at the System Headquarters. The inventory will be available for inspection during regular business hours at the System Headquarters by members of the Council of Librarians by the System Administrator or his designee.

Section 5. Ownership and Distribution

Any materials and equipment purchased for a member library with System funds shall remain the property of that library. System property shall be distributed on an equitable basis as determined and agreed to by the Council of Librarians. This determination shall be recorded in the minutes of the Council of Librarians.

ARTICLE X: PARLIAMENTARY AUTHORITY

Section 1. Parliamentary Law

The Council of Librarians shall be governed in all its meetings by parliamentary law as contained in *Robert's Rules of Order* (current edition).

Section 2. Higher Authority

Should these bylaws conflict with applicable laws of the member jurisdictions or the State of California, those of the higher authority shall prevail.

ARTICLE XI: AMENDMENTS

These By-laws can be amended by any regular meeting of the System by a two-thirds vote of the total membership of the Council of Librarians, provided that the amendment has been submitted in writing to the members through the Secretary at least three weeks before the time to vote, and is a part of the call for the meeting.

Adopted by the Council of Librarians 4/20/79

Revised and Adopted by the Council of Librarians 3/18/88

Revised and Adopted by the Council of Librarians 9/21/01

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

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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.

D. 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

Stacy Osterwater
City Clerk

By *Mike Rubin*

APPROVED:

Stanley J. Pina
City Attorney

9-12-, 1983
(Date)

ATTEST:

ALTADENA LIBRARY DISTRICT

Harriette B. Woolfolk
City Clerk
Acting Secretary

By *Katherine Moyd*

APPROVED:

Helen S. Porter
County Counsel

Sept 26, 1983
(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 Services 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, 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 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 buainess. Pay 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.

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

S.

Library District asset forth in Chapter 8, Part 11, Division 9.1, Title 1, Sections 19 00, et seq., of the Education Code.

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

8. Funding.

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

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

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 of-

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.

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.

CALIFORNIA LIBRARY SERVICES REGULATIONS
(Code of California Regulations, Title 5, Division 2, Chapter 1, Subchapter 2, Articles 1-8,
Sec. 20101-20265)
SUBCHAPTER 2. CALIFORNIA LIBRARY SERVICES
ARTICLE 1. GENERAL PROVISIONS

§ 20103. Waiver of Filing Date. The State Board may waive or reset any filing dates required by these regulations, if the State Board determines that so doing would best serve the purposes of the Act.

§ 20105. General Requirements for Participation.

(a) Public Library Participation Authorization. Every public library wishing to participate in any of the programs of the Act must file with the State Board an authorization by the jurisdictional governing body for that library's participation. The authorization must be in the form and manner and be filed by the date specified by the State Board.

(b) Public Library Certification. Upon the authorization by the jurisdictional governing body, the head librarian of each public library wishing to participate in the programs of the Act must file a certification of compliance with provisions of the Act. This certification shall remain in effect until the library jurisdiction no longer complies with the stated provisions. The certification shall specifically include compliance with Education Code Sections 18703(c) and 18724(d). If the library or jurisdiction is no longer in compliance, the head librarian shall notify the Board no later than thirty days following such a change in compliance status.

(c) Participation by Libraries other than Public Libraries. The head librarian of such library eligible to participate in any of the programs of the Act and wishing to do so must file with the State Board a notice of its intent to participate and of its agreement to the provisions of the Act and administrative regulations as they apply to the library's participation. This notice shall be filed in such form and manner as specified by the State Board by September 1 of the fiscal year preceding active participation. The agreement shall remain in effect until rescinded by the State Board or the library. (d) Reports, Applications, and Claims. Any budget documents, reports, applications, and claims for funds pursuant to this Act shall be submitted by participating libraries in such form and manner and by the dates established by the State Board.

(e) No public library participating in the programs of the Act may charge its residents, as defined in section 20203, any fee to obtain a library card nor for services for which it is receiving reimbursement under the California Library Services Act.

(f) The California Library Services Board believes that it is in the best interests of the citizens of California that the information services of public libraries be provided free of charge

§ 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 System other than the one joined.

(c) 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.

§ 20192. Public Library Withdrawal from System Membership.

(a) If a member library does not retain its membership in any System participating in the programs of the Act, the System shall notify the State Board no later than three months preceding the beginning of the fiscal year in which the withdrawal takes effect.

(b) Any System failing to provide the notice required in Section 20192(a) may be required to return to the State Board any funds allocated to it on the basis of the withdrawing library's membership, if the Chief Executive Officer determines that such funds would not have been allocated had the required notice been provided.

Attachment D: Checklist from the California State Library for Joining a System

The source of this document is the California State Library.

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 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

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 CLSB approval
7. Letter from Library to CLSB 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

R:/CLSA/Checklist for CLSA Affiliations