



TO: Mayor and Councilmembers

SUBMITTED BY: JoAnne Plummer, Neighborhood Services Director

PREPARED BY: Elizabeth Saucedo, City Librarian

SUBJECT: Black Gold Cooperative Library System Amended and Restated
Joint Powers Agreement and Amended Bylaws

RECOMMENDATION:

Authorize the City Manager to sign the Amended and Restated Joint Powers Agreement of the Black Gold Cooperative Library System and the Amended Bylaws of the Black Gold Cooperative Library System.

BACKGROUND:

The Goleta & Santa Ynez Valley Libraries are one of six Member jurisdictions that comprise the Black Gold Cooperative Library System ("Black Gold"). Founded in 1964, Black Gold was formed for the purpose of increasing the quality and quantity of library services through shared resources. One of nine cooperative library systems in California, Black Gold serves Member public libraries in three counties on the Central Coast, including libraries in San Luis Obispo, Santa Barbara, and Ventura Counties.

Black Gold provides administrative services, delivery of materials to member libraries, a networked automation system including an online catalog with shared cataloging, telecommunications, public Internet, and access to downloadable services. In addition, the delivery service makes trips to main libraries and the Black Gold headquarters several days a week, transporting items borrowed by patrons of member libraries.

In 2022, Black Gold began the process of reviewing the 1984 Amended Joint Powers Agreement Creating as a Separate Legal Entity the Black Gold Cooperative Library System ("JPA"). The JPA serves as the governing document of Black Gold. It had not been updated since it was last amended in 1984. Due to amendments to applicable laws found in the California Library Services Act (Education Code section 18700 et seq.) and the Joint Exercise of Powers Act (Government Code section 6500 et seq.), among other changes, the Members deemed it advisable to amend and restate the 1984 JPA to bring the Black Gold system into compliance. Because the Bylaws are an integral part of the JPA, this document was also reviewed and amended.

DISCUSSION:

The review extended over two years, in which the JPA and Bylaws were reviewed by the System Director of Black Gold; the Black Gold Administrative Council, which is comprised of the head librarians of each Member jurisdiction; as well as the attorneys for each of the Black Gold Members, who have all contributed to and reviewed the amended JPA and Bylaws. The legal review included multiple virtual meetings to which the legal representatives from each jurisdiction participated.

During this review and revision, particular emphasis was focused on the responsibility for the debts of the agency upon Member withdrawal. The language was updated to specify that departing Members remain liable for their share of Agency debts, as outlined in Section 8 of the updated Agreement. This was done to protect the interests of all remaining Members as well as Black Gold. The most significant edit to the Bylaws included updates to the voting rules for taking any action. Examples include voting rules for admitting new Members (previously this required a unanimous vote, and it has been updated to require a unanimous minus one vote) and the process for amending terms of the Bylaws, which also authorizes an amendment when approved by all Members minus one vote. Finally, formatting and verbiage was updated throughout both documents.

As this review and amendment process is now complete, Black Gold has submitted the documents for acceptance and execution by the governing bodies of each Member.

GOLETA STRATEGIC PLAN:

City-Wide Strategy 3: Ensure Financial Stability

Strategic Goal 3.7: Leverage longstanding partnerships for well-funded and cost-effective library services

Objective 3.7.2: Advocate for continued regional cooperation and resource sharing for the benefit of library users

FISCAL IMPACTS:

There is no monetary action involved in the signature of the Amended and Restated JPA and Amended Bylaws.

ALTERNATIVES:

Council may decline authorizing signature of the documents by the City Manager at this time in order to request further changes. All Members must accept and execute the JPA and Bylaws in order to participate in and receive the benefits of Black Gold.

LEGAL REVIEW BY: Megan Garibaldi, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Amended and Restated Joint Powers Agreement of the Black Gold Cooperative Library System
2. Amended Bylaws of the Black Gold Cooperative Library System

ATTACHMENT 1

Amended and Restated Joint Powers Agreement of the Black Gold Cooperative Library System

THE AMENDED AND RESTATED JOINT POWERS AGREEMENT OF THE BLACK GOLD COOPERATIVE LIBRARY SYSTEM

THIS JOINT POWERS AGREEMENT is made and entered into this _____ day of 2024 by and between each of the undersigned public entities which are Cities and Special District organized and existing under the Constitution and laws of the State of California as a Member of the Black Gold Cooperative Library System (hereinafter collectively referred to as "Members" and individually as "Member") that are parties signatory to this Agreement. Said Members are sometimes referred to herein as "parties."

RECITALS

WHEREAS, the Members, or some of them, previously entered into a Joint Powers Agreement effective July 1, 1975 to form, and thereby formed, the Black Gold Cooperative Library System, as a separate joint powers agency, which 1975 Agreement was superseded by an amended Joint Powers Agency Agreement dated October 1, 1984 (hereinafter, "the 1984 Agreement"); and

WHEREAS, due to amendments to applicable laws found in the California Library Services Act (Education Code section 18700 et seq.) and the Joint Exercise of Powers Act (Government Code section 6500 et seq.) as well as other changes the Members deem it advisable to amend and restate the 1984 Agreement.

NOW THEREFORE, for and in consideration of all the above-referenced recitals and mutual benefits, covenants, provisions and promises contained herein, The Members hereto agree as follows:

1. NAME AND POWERS

- A. Pursuant to Government Code section 6507 the Members hereby create a separate public entity to administer this Agreement. The official name of the entity shall be the Black Gold Cooperative Library System, also referred to herein as "the Agency."

The Agency shall have all the powers granted to such library systems under the Government and Education Codes of the State of California and such other powers as may be necessary to accomplish the purpose of this Agreement, including, without limitation, to make and enter contracts, to employ agents or employees, to contract for legal services, to acquire, hold or dispose of property, obtain insurance and to sue or be sued in its own name and any other power provided by Government Code section 6508 and as amended. Pursuant to Government Code section 6509 the exercising of these powers by the Agency is subject to the same restrictions on exercising such powers governing the Blanchard/Santa Paula Library District. In the event of the withdrawal of the Blanchard/Santa Paula Library District ("District") from the System, or in the event the District's enabling legislation is significantly altered, the Council, as defined in section 3, may and if legally necessary shall 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 if a Member has failed to object within thirty days of its receipt of written notice of the Council's proposed designation.

- B. The execution of this Amended and Restated Joint Powers Agreement ("this Agreement") amends and restates the 1984 Agreement, in the particulars set forth herein. Provided, however, the policies, rules, regulations, and decisions of the Council duly adopted prior to the formation of this Agreement, and which are not in conflict with a provision hereof shall remain in effect until modified or revoked by the Council formed hereunder.

2. PURPOSE

- A. The purpose of this Agreement is to provide for the exercise of the common power of each of the Members hereto to provide library services, through an existing and separate public agency known as Black Gold Cooperative Library System which shall be responsible for administering this Agreement. 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 section 18700 *et seq.*), hereinafter referred to as "Library Services Act", and in such a 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 Agreement 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. This Agency 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, held by its members, and those powers designated in Government Code section 6508, and as more specifically set forth herein.
- B. It is further intended by the Members hereto that a purpose of their entering into this Agreement is to enjoy the joint sharing of benefits and costs in any and all activities the Agency is authorized to undertake including, without limitation, system-wide activities.
- C. The Members shall have equal access to the full range of services available from the Agency and jointly make decisions regarding the implementation and management of the Agency, in accordance with the terms of this Agreement, to the maximum extent provided by law.

3. ADMINISTRATIVE COUNCIL

The Administrative Council (hereinafter, the "Council") is the governing body of the Agency. The Council shall be composed of a representative of each Member who shall be the head librarian of each Member. The powers, composition, duties, officers, activities, and procedures for conducting the business of the Council shall be established herein and in the Bylaws of the Agency, supplemented by the current version of Rosenburg's Rules of Order. All meetings of the Council shall comply with the

Brown Act (Government Code section 54950 *et seq.*). The Council shall have the power to interpret and implement this Agreement and the Bylaws and, upon majority approval of the Members at a Council meeting,., to adopt rules and regulations concerning the business of the Agency which, upon adoption, shall govern. Unless the Council designates otherwise, the Agency's fiscal year shall be July 1 to June 30 of each year. The Council shall maintain a current inventory of the property owned by the Agency and provide for an annual audit of the accounts and records of the Agency by a certified public accountant or public accountant in compliance with section 6505 of the Government Code. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to generally accepted auditing standards. Upon unanimous vote of the Council the Agency may replace the annual special audit with an audit covering a two-year period, pursuant to Government Code section 6505(f). In addition, Section 8546.7 of the Government Code will apply to any contract the Agency enters that requires expenditure of public funds in excess of ten thousand dollars.

4. BYLAWS

The Agency shall operate pursuant to the Bylaws, which are amended and restated at the same time as this Agreement, a copy of which is attached to this Agreement as Exhibit A, and which shall be deemed to be adopted by each Member upon the Member's adoption of this Agreement. This Agreement shall control in the event of any inconsistency between it and the Bylaws.

5. TREASURER/FISCAL AGENT

Government Code section 6505.5 requires designation of the treasurer of one of the contracting parties, or in lieu thereof, the county treasurer of a county in which one of the contracting parties is situated, or a certified public accountant. The System Director of the Black Gold Cooperative Library System (the "Director") is designated the Treasurer of this Agency if the Director is a certified public accountant. If the Director is not a certified public accountant, the Council shall, by majority vote of the Members, select a Treasurer who is a certified public accountant and meets the requirements of Government Code section 6505.5 or section 6505.6. The Treasurer shall have charge of, handle and have access to the funds and other property of this Agency and shall file an official bond in the amount to be determined by majority vote of the Members. There shall be strict accountability of all funds and reports of all receipts and disbursements. The Treasurer shall also perform the functions of Controller and Auditor. The Treasurer shall do all of the following:

- A. Receive and receipt for all money of this Agency and place it in the treasury so designated to the credit of this Agency.
- B. Be responsible, upon his or her official bond, for the safekeeping and disbursement of all Agency money so held by him or her.
- C. Pay, when due, out of money of the agency or entity held by him or her, all sums payable on outstanding bonds and coupons of this Agency.

- D. Pay any other sums due from the Agency from Agency money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller who has been designated by the Agreement.
- E. Verify and report in writing on the first day of July, October, January, and April of each year to the agency or entity and to the contracting parties to the Agreement the amount of money he or she holds for the agency or entity, the amount received since his or her last report, and the amount paid out since his or her last report.

Any costs of audit, including contracts with, or employment of certified public accountants or public accountants, in making an audit pursuant to applicable legal requirements shall be borne by this Agency and shall be a charge against any unencumbered funds of this Agency available for the purpose.

6. RESPONSIBILITIES OF MEMBERS

Members of the Agency agree to (a) fully participate in the Agency's programs, including in those which are required under the Library Services Act; (b) pay all monies owed to the Agency when due, including annual membership fees determined by the Council; and (c) regularly participate in the meetings and deliberations of the Council.: A Member's failure to comply with these provisions, the Bylaws, and/or the rules and regulations adopted by the Council will constitute a breach of this Agreement and shall be subject to the remedial provisions of the Agreement.

7. MANAGEMENT AND CONTROL OF INDIVIDUAL LIBRARIES' PROPERTY AND ASSETS

Except as to Member participation in Agency system-wide programs, such as the shared integrated library system which is required, nothing herein shall limit the right of Members to administer, manage, direct and control their own 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 joint powers agreements, bylaws and their governing bodies. Except as explicitly provided herein, nothing contained herein shall operate or be interpreted as a pledge by Members of their own assets or property to the Agency.

8. RESPONSIBILITY FOR DEBTS OF AGENCY

Except as required by Government Code section 6508.1, the debts and liabilities of the Agency shall not by virtue of this Agreement become the debts and liabilities of Members other than as provided here and under section 14.

- A. If a Member withdraws from the Agency the withdrawing Member shall be liable and be responsible for, and upon demand shall promptly pay, its full and complete share of non-pension related existing and/or contingent liabilities of the Agency as of the effective date of the withdrawal. The withdrawing Member's share of such liabilities shall bear the same relationship to the whole as its most recent annual contribution for the operation of the Agency bears to the whole of all annual contributions.

- B. If a Member withdraws from the Agency, but the Agency does not dissolve or terminate its contract with CalPERS and the Agency has established a plan of periodically paying down part of its unfunded accrued pension liability ("UAPL") debt to CalPERS, the withdrawing Member shall continue to be liable and financially responsible and will promptly pay thereafter to Agency upon being billed, its full and complete share of the Agency's UAPL. The withdrawing Member's share of such UAPL expense shall be determined based upon its prior years of membership and its history of contributions.
- C. The withdrawing Member shall also be liable for any additional Agency expenses as of the effective date of the withdrawal that exclusively benefit the withdrawing Member as well as 100% of any early termination fees that accrue due to the withdrawal of the Member.
- D. If the Agency dissolves, terminates, or otherwise ceases to exist or ends its contractual relationship with CalPERS ("the triggering events"), Government Code sections 6508.1 and 6508.2 will require all existing Members, and certain past Members, to each assume individual financial responsibility for its proportionate share of unfunded accrued pension liability calculated by CalPERS on a terminated basis pursuant to Government Code sections 20570-20593. By joining Agency, each Member promises and represents that upon occurrence of a triggering event: (i) it will undertake this obligation when requested by either CalPERS or the Agency; and (ii) that unless the Council determines differently, the proportionate share each Member will assume shall be based upon prior years of membership and its history of contributions.

9. COST ALLOCATION PLAN

The Council shall determine the annual contribution, which shall be paid by each participating Member for the operation of the activities and programs of the Agency. Each Member's contribution shall be according to a formula, which the Council determines to be fair and equitable. The current formula, a copy of which is Exhibit 1 to the Bylaws, shall be reviewed periodically as set forth in the Bylaws.

10. CORRECTIVE AND REMEDIAL MEASURES

Whenever a majority of the Council by resolution determines that a Member has committed a remediable breach of any material obligation set forth in this Agreement, the Bylaws, or in rules and regulations adopted by the Council, the Council may give the Member written notice to that effect with reasonable specificity. The Member shall use its best efforts to promptly remedy the breach and shall inform the Council of such efforts. When a breach is not remedied within thirty (30) calendar days after notice to the Member, the Council may seek relief under Section 12.

11. APPLICABLE LAW

This Agreement shall be governed by, subject to, and construed according to the laws of the State of California.

12. DISPUTE RESOLUTION PROCEDURE

If any Member considers that any act or decision by the Agency is unfair and injurious to

it, or if the Council determines that a Member's material breach has not been remedied, the process for resolving disputes will be mediation, to be initiated by sending a written Notice of Mediation to all affected parties, then, if necessary because mediation has failed, binding arbitration pursuant to Code of Civil Procedure section 1280 *et seq.*, with each side to bear its own attorney's fees but with the non-prevailing Member to pay the arbitrator's fees. If mediation does resolve the dispute, each side will share expenses for mediation equally. Joint selection of a mediator shall occur within thirty (30) calendar days of Notice of Mediation, and the Agency shall notify all Members in writing of the selection. If after said 30 days the parties have not jointly selected a mediator, then each party shall within three (3) days thereafter designate a party mediator and the party mediators so designated shall within ten (10) days thereafter jointly select a neutral mediator, who shall be in charge of the mediation. If any party fails to appoint a party mediator as described herein, the other party's selected party mediator shall become the sole mediator of the dispute. If mediation does not reach an agreed resolution within forty-five (45) days after selection of the mediator, then either party may proceed to binding arbitration of the dispute pursuant to Code of Civil Procedure section 1280 *et seq.*

13. ADMISSION OF NEW MEMBERS

Any California Public Library may join this Agency upon the application of its governing body and upon the affirmative vote of at least all but one Member of the Council, provided that the applicant's governing body has by duly adopted resolution agreed to abide by all the terms of this Joint Powers Agreement and Bylaws. The Council shall prescribe the amount of money, if any, that shall be paid by the new agency as a prerequisite to it becoming a participant.

14. MUTUAL HOLD HARMLESS AND INDEMNIFICATION

It is agreed that each Member hereto shall defend, hold harmless and indemnify the Agency and its officers, elected officials, agents and/or employees from any and all claims, damages, demands, or liability, which arise out of or result from (i) the Member's breach of the terms and conditions of this Agreement by, or (ii) the negligent acts or omissions of such Member, its officers, agents and/or employees. The duties of each Member under this paragraph shall remain in effect even after a Member withdraws from the Agency.

It is further agreed that the Agency shall defend, hold harmless and indemnify each Member, its officers, elected officials, agents and/or employees from any and all claims, damages, demands, or liability, which arise out of or result from (i) the Agency's breach of the terms and conditions of this Agreement or (ii) the negligent acts or omissions of, the Agency, its officers, agents and/or employees.

In the event of the concurrent breach or negligence of a Member, its officers and/or employees, and the Agency, its officers, elected officials, agents and/or employees, which results in any claims, damages, demands, or liability, any resulting liability shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

This mutual hold harmless and indemnity shall not apply to liability for unfunded accrued pension debt arising from current and past Agency employees.

15. AMENDMENTS

This Agreement may be amended by approval of all Members less one Member of the governing bodies of Members hereto. Agency shall file any notices, amendments, and/or other papers required by Government Code sections 6503.5, 6503.6 and/or 6503.7 within the time frame specified by statute.

16. DISSOLUTION

The Agency shall be dissolved by unanimous vote of the governing bodies of the Members hereto. Disposition of Agency of assets or debts shall be determined by the Council in accordance with Article XVIII of the Bylaws. After the completion of its purpose any surplus money or property of the Agency on hand shall be returned to the Members in proportion to the contributions that they have made in accordance with Government Code section 6511. For the purposes of this Agreement the "completion of its purpose" shall occur upon dissolution of Agency.

17. WITHDRAWALS

Any Member wishing to withdraw from this Agreement must do so effective on July 1 of the year following the giving of notice of withdrawal, provided that written notice thereof must be provided to the Council at least nine months prior to the effective date of withdrawal. Notice shall be in the form of a resolution adopted by the governing body of the Member wishing to withdraw and presented in writing to the Agency. Provided, withdrawal shall not be effective until the withdrawing Member has satisfied or has entered into a written agreement with the Agency to satisfy, any debts, including its share of the UAPL determined under Section 8, above, owed to the Agency. Upon failure to reach agreement the Member and the Agency shall jointly engage a mediator to facilitate reaching agreement. If, following a reasonable effort to mediate to a resolution no agreement has been reached, the Member shall either terminate its effort to withdraw or initiate binding arbitration of the dispute pursuant to Code of Civil Procedure section 1280 et seq., with the non-prevailing party responsible for the Arbitrator's fee but otherwise with each side bearing its own costs and attorney's fees. A withdrawing Member shall not be entitled to any refund of its contributions nor to any share of Agency assets. The withdrawing Member is liable for all contributions approved by the current budget including any contract renewals that are a part of the budget. The withdrawing Member may be excluded from any new contracts after the withdrawal announcement. If the Council Chair position is held by a withdrawing Member, that Member's representative shall, without need of further action, cease to be Chair. A withdrawing Member may not sit in closed session meetings of the Agency, nor shall it vote in Council meetings following giving notice to withdraw.

18. TERM

This Agreement shall continue perpetually until modified by the mutual written consent of all Members. Within thirty (30) days of the effective date hereof, the Agency shall file any notices, amendments and/or other papers required by Government Code section 6503.5, 6503.6 and/or 6503.7.

19. AGREEMENT COMPLETE

The foregoing constitutes the full and complete Agreement of the parties hereto regarding all matters described herein. There are no oral understandings or agreements or promises not set-forth in writing herein.

20. COUNTERPARTS

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

IN Witness Hereof, the parties have executed this Amended and Restated Joint Powers Agreement by the authorized officers thereof on the dates indicated below.

Dated: _____

City of Goleta

By: _____

Authorized Officer

Dated: _____

City of Santa Maria

By: _____

Authorized Officer

Dated: _____

Blanchard/Santa Paula Library District

By: _____

Authorized Officer

Dated: _____

City of Carpinteria

By: _____

Authorized Officer

Dated: _____

City of Lompoc

By: _____

Authorized Officer

Dated: _____

City of El Paso de Robles

By: _____

Authorized Officer

ATTACHMENT 2

Amended Bylaws of the Black Gold Cooperative Library System

BLACK GOLD COOPERATIVE LIBRARY SYSTEM

AMENDED BYLAWS

- o Reviewed and Adopted - August 26, 1988
- o Reviewed and Adopted - July 28, 1989
- o Revised - December 15, 1989
- o Revised - July 26, 1991
- o Reviewed and Adopted - October 23, 1992
- o Revised - April 24, 1998
- o Revised and Adopted - August 26, 2005
- o Revised and Adopted - February 22, 2008
- o Reviewed - July 25, 2008
- o Revised and Adopted - August 27, 2010
- o Revised and Adopted - August 23, 2013
- o Revised and Adopted - September 26, 2013
- o Revised and Adopted - December 6, 2013
- o Revised and Adopted - January 24, 2014
- o Revised and Adopted - June 6, 2014
- o Revised and Adopted - September 26, 2014
- o Revised and Adopted - June 5, 2015
- o Revised and Adopted - June 1, 2018
- o Revised and Adopted - October 10, 2018
- o Revised and Adopted - _____2024.

AMENDED BYLAWS

OF THE BLACK GOLD COOPERATIVE LIBRARY SYSTEM

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AMENDED 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 and the Amended Joint Powers Agreement entered into by public libraries (hereinafter, "the System"), do hereby adopt the following Bylaws for governing the structure, operation and management of the System pursuant to the Joint Powers Agreement.

ARTICLE I NAME

The name of this entity shall be the "Black Gold Cooperative Library System", also referred to herein as "the System."

ARTICLE II OBJECTIVES

The objectives of the System shall be to implement and achieve the purposes of the Joint Powers Agreement, as well as the Plan of Service filed with the State Librarian, in a manner consistent with the provisions of the California Government Code, sections 6500-6579 (Joint Exercise of Powers) and Education Code sections 18700-18767 (Library Services Act). 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 System shall be limited to those libraries that are officially accepted and recognized as members by the California Library Service Board, having met the requirements set forth in the California Education Code, Sections 18700-18766 (California Library Services Act), and the California Administrative Code (Chapter 2, Public Library Services). Additionally, new members shall also satisfy Section 13 of the Amended Joint Powers Agreement.

ARTICLE IV SYSTEM ADMINISTRATIVE COUNCIL

Section 1.

The System shall be governed by an Administrative Council ("Council") composed of one voting representative from each Member jurisdiction, who shall be the head librarian of that Member.

Section 2.

Each Member shall have one vote on any matter before the Council, except that a Member which provides a notice of withdrawal from the System shall have no voting rights following notice of withdrawal and shall not participate in closed sessions of the Council. In case of unavoidable absence from a meeting, a voting representative may designate an alternate to attend the meeting who shall then have the voting power for that Member.

Section 3.

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

Section 4.

The 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, consistent with the Joint Powers Agreement. The Council's powers shall include the power to employ a System Director, to adopt resolutions, rules and regulations governing System business, and to take any other actions incidental to carrying out the objectives of the System and provisions of the Amended Joint Powers Agreement.

ARTICLE V OFFICERS AND DUTIES

Section 1.

OFFICERS

- (a) The officers shall be a Chairperson and a Vice-Chairperson. The Chairperson of the Council is established according to a rotation schedule which automatically moves the Chairpersonship northward geographically throughout the System. The Vice-Chairperson is established according to the same rotation schedule and is designated as the next person on the list. The rotation schedule is as follows:

- a. Santa Paula
- b. Carpinteria
- c. Goleta
- d. Lompoc
- e. Santa Maria
- f. Paso Robles

- (b) The System Director ("Director") shall be a System employee, who shall also be the Secretary of the Council.
The System 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 over all meetings of the Council. The Chairperson shall appoint members to committees authorized by the Council. Vice-Chairperson shall serve as Chairperson in the absence of the Chairperson.
- b) The Director, in her/his capacity as Secretary, shall be responsible for the minutes of meetings, reports and correspondence. The minutes of each meeting shall be formally approved at the next Council meeting. Once approved the minutes shall be the official record of actions taken at such meeting.

Section 3.

The Treasurer of the System, shall keep proper financial records, make, and account for all receipts and disbursements as approved by the 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 and the Joint Powers Agreement. The Treasurer shall comply with Government Code section 6505.5.

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 Council shall meet no fewer than six (6) times throughout the fiscal year. The Executive Committee of the Council shall meet on an ad hoc basis.

Section 2.

The 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 Council shall constitute a quorum.

Section 4.

Notice and agenda of each meeting of the Council shall be in writing and transmitted at least five (5) calendar days prior to each meeting. The Notice, Agenda and all actions taken at the meeting shall comply with the Brown Act.

Section 5.

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

1. For approval of the budget there must be an affirmative vote of a majority of the entire Council.
2. For amendment of the Bylaws there must be approval of all Members less one Member of the governing bodies of Members.
3. For addition of a new Member to the System and Amended Joint Powers Agreement, there must be an affirmative vote of at least all but one Member of the Council.

ARTICLE VII COMMITTEES

Section 1.

The Council shall establish the Executive Committee with the following objectives and responsibilities.

- Executive Committee: The Executive Committee will provide guidance, direction, and oversight to the Director in matters related to Human Resources, Finance, and other policy matters.
 - The Executive Committee will provide the Director with performance feedback and establish goal-setting process in collaboration with the Director.
 - The Executive Committee will help formulate and provide direction on financial strategies and structure, review budgets and provide input on financial and personnel policies.
- a) The Executive Committee shall be comprised of the Council Chairperson, the Vice Chairperson, and the Past Chairperson with one At-Large Member to participate if needed due to an absence.
 - b) The current Council Chairperson shall be the chair of the Executive Committee.

Section 2.

The Council shall establish the following standing member libraries' staff committee and user groups, indicating their objectives, responsibilities, and membership:

- a. Library Operations Committee
- b. Youth Services User Group
- c. Adult Services User Group
- d. Collection Development User Group
- e. Outreach and Marketing User Group

Section 3.

The 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 official headquarters of the System shall be 580 Camino Mercado, Arroyo Grande, CA 93420, which shall be subject to change upon vote of the Council.

Section 2.**SYSTEM DIRECTOR ("DIRECTOR")**

The Director shall be Secretary and, if also a CPA, shall be System Treasurer. The Director shall be responsible for hiring System employees, and for the planning, organizing, coordinating, reporting, and budgeting functions of System Administration. The Director shall report and be responsible to the Council. The Director shall serve as a non-voting ex officio member on all Council and member staff committees.

ARTICLE IX PARLIAMENTARY AUTHORITY

Subject to the Joint Powers Agreement, and except as otherwise provided herein and by State Law, the latest edition of Rosenberg's Rules of Order shall govern the conduct of business at meetings of the Council and of all meetings of standing Committees of the Council.

ARTICLE X AMENDMENTS

These Bylaws may be amended at any meeting of the Council in the manner provided by Article VI.5.2. Any proposed amendment shall be submitted in writing to the Members at least thirty (30) calendar days in advance of the Council meeting at which the amendment is considered.

ARTICLE XI ADMINISTRATION OF THE SYSTEM

The System shall be administered in a fashion consistent with the Amended and Restated Joint Powers Agreement dated ___, 2024, and subject to the supervision, policies and advice of the Council. System administration shall include the following:

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

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

The library operations staff shall be under the supervision of the Director. They shall coordinate a system-wide program of library operations including, but not limited to, circulation control, public catalogs, interlibrary loans online, database creation and maintenance, and other online services for use by the member libraries.

ARTICLE XII BUDGET

Prior to January 30 of each year the 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 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 Council shall adopt a final budget for the expenditures of the System during the succeeding 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 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.

Standard accounting practices shall be used to account for funds received by and disbursed for the System. System account books shall be open at all times during normal business hours for inspection by any authorized representative of any Member to the System Joint Powers Agreement, as well as to the authorized representative of any official of a government agency that grants or disburses funds to the System. 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 formal audit of the System shall be accomplished for each fiscal year. A qualified certified public accountant shall be selected by the Council to conduct the annual audit, unless the Members have agreed to two-year period per subsection (f) of Government Code section 6505. The selected auditor 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 Council. All parties shall cooperate in supplying the

information necessary for the audit. A copy of the audit shall be distributed to each Member.

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 Council, unless this requirement for such bond is waived by the Council.

The System shall carry 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 insure, repair or replace seriously damaged or destroyed property shall be left to the discretion of the Council, and such repair and replacement shall be at System's expense unless the Council determines otherwise.

ARTICLE XV FUNDING CONTRIBUTION FORMULA

Contributions from the member jurisdictions will be assessed by the System to support its operation, according to a formula adopted by the Council. The formula in use as of the effective date of these Bylaws is set forth in Exhibit 1 to these Bylaws, and shall remain in effect until modified by the Council. Provided, however, some System services to members may be classified as Supplemental, and a separate fee may be charged for them at a rate determined by the Council.

Upon adoption of the final budget, contributions shall be payable by members in equal installments quarterly; the first installment being due August 1 of the year for which contributions are being made. Funds shall be placed in the System's interest-bearing trust account(s) until needed for support of operations.

At least every two years the Council shall examine the contribution formula and decide 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 XVI DATA BASE, CATALOGS AND SERVICES

The System shall maintain a database containing titles possessed by all Members, who shall have access to the network of online services provided by the System subject to the rules and guidelines adopted by the Council.

Any Member library may obtain copies of the database by paying the cost of such copies. Upon approval of the 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.

ARTICLE XVII

CREDITING BUDGET SURPLUS TO MEMBERS

At the end of each fiscal year, if there is a budget surplus, the surplus may be credited back to members the following fiscal year, based upon an evaluation of the following criteria at a meeting of the Council, and upon approval of the Council:

1. All reserves must be fully funded.
2. If budget money is taken from Reserves for a special project and not used in full, those funds will be returned to Reserves and not be eligible for credits.
3. Credit will be given after the annual audit is complete and the surplus would be calculated from that report.
4. Funds would be split and credited equally the last two quarters of the FY according to the Article XV formula after the audit is complete.

ARTICLE XVIII

DISTRIBUTION OF ASSETS UPON DISSOLUTION

Upon termination of the Joint Powers Agreement, dissolution of the Agency, and after payment of all liabilities, costs, expenses and charges validly incurred by the System, all remaining net assets of the System shall be disbursed among then Member Agencies in accordance with and proportionate to their cash contributions (including payment for services received and property at market value when received) made during the term of this Agreement, pursuant to Agreement section 16 and Government Code section 6511. However, the Council may in its discretion determine a different method of allocating remaining net assets.

Approved Effective: _____, 2024.

Dated: _____

City of Goleta

By: _____
Authorized Officer

Dated: _____

City of Santa Maria

By: _____
Authorized Officer

Dated: _____

Blanchard/Santa Paula Library District

By: _____
Authorized Officer

Dated: _____

City of Carpinteria

By: _____
Authorized Officer

Dated: _____

City of Lompoc

By: _____
Authorized Officer

Dated: _____

City of El Paso de Robles

By: _____
Authorized Officer

EXHIBIT 1 TO BYLAWS

Black Gold Member Contribution Formula

Approved by the Administrative Council on October 10, 2018

Contributions from the member jurisdictions are necessary for the support and operation of the System. The cost of operating the System includes all services plus equipment, including hardware, software, maintenance, communication lines, staff and supplies. Some services may be classified as Supplemental, and a separate fee may be charged for them at a rate determined by Council. First, the budget expenditures are determined, then the funds expected from CLSA for Communication & Delivery plus any grants, LAIF interest and any other revenue stream from third parties are totaled and subtracted from the budgeted expenditures. This remaining balance will be supported by the System members through local funds.

Contribution allocations will be calculated for these local funds according to the following formula:

Base fee = 20% of the local funds to be provided by (excluding e-content purchases and subscriptions) and will be shared equally among all Members

Resource fee = Remaining shared local funds (excluding e-content purchases and subscriptions) and shall be allocated to Members based on the following formula:

25% Circulation (reported at the end of the prior fiscal year--excluding downloadable titles)

50% Population (reported by State Library for the prior year end)

25% Network Devices (excluding public internet devices)

E-Content fee = Shareable costs of e-content purchases and subscriptions and is allocated to each Member by % of total usage

Upon adoption of the final budget, contributions shall be payable in equal installments quarterly; the first installment being due August 1 of the year for which contributions are being made. Funds shall be placed in the System's interest-bearing trust account(s) until needed for support of operations.

Every two years the Council examines the contribution formula and decides what changes, if any, are needed.