

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

*Sirochy Osterwater*  
City Clerk

BY *Mike Rubin*

APPROVED:

*Stanley J. Pina*  
City Attorney

9-12-, 1983  
(Date)

ATTEST:

ALTADENA LIBRARY DISTRICT

*Harriette B. Hoofack*  
City Clerk  
Acting Secretary

BY *Katherine Moyd*

APPROVED:

*Helen S. Pantes*  
County Counsel

Sept 26, 1983  
(Date)

(Signatures continue on the next 10 pages)