

JOINT EXERCISE OF POWERS AGREEMENT
OF THE
BAY AREA LIBRARY AND INFORMATION SYSTEM

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JOINT EXERCISE OF POWERS AGREEMENT
FOR THE
BAY AREA LIBRARY & INFORMATION SYSTEM

Article I PARTIES AND EFFECTIVE DATES

Effective July 1, 1982, the City of Alameda (on behalf of the Alameda Free Library), the County of Alameda (on behalf of the Alameda County Public Library), the City of Berkeley (on behalf of the Berkeley Public Library), the County of Contra Costa (on behalf of the Contra Costa County Public Library), the City of Hayward (on behalf of the Hayward Public Library), the City of Livermore (on behalf of the Livermore Public Library), the City of Oakland (on behalf of the Oakland Public Library, the City of Richmond (on behalf of the Richmond Public Library), the City and County of San Francisco (on behalf of the San Francisco Public Library), public agencies within the State of California, enter into this agreement pursuant to the provisions of Title 1, Division 7, Chapter 5, Article I (Sections 6500 et. seq.) of the California Government Code. This Agreement replaces that agreement entitled, "Agreement Establishing the Bay Area Library and Information System: A Cooperative Library System," dated October 1, 1979.

Article II PURPOSE

In accordance with Education Code SS18700 et. seq., commonly known as the California Library Services Act, the parties to this agreement hereby create a separate public entity by joint exercise of powers agreement to provide organizational and administrative structure to the operation of the cooperative library service in the geographic territory of Alameda, Contra Costs, and San Francisco counties and to apply for public and private grants, funds, and assistance.

The purpose of this agreement is to permit joint exercise of the parties' cooperative library and information system powers for the three county area, to provide for the continuation of the Bay Area Library and Information System, and to improve and coordinate the public library functions of the parties. The joint powers agency shall perform cooperative library functions as necessary to fulfill this purpose including, but not limited to the following:

- A. Reception of monies under Chapter 1.5 of Division 20 of Part 4 of the Education Code of California as the same may be amended from time to time.
- B. Reception of such other monies and benefits as BALIS is eligible to receive.
- C. Allocation and disbursement of all monies when deemed appropriate and in the best interest of BALIS.
- D. Making applications and contracts for grants from public or private entities to carry out the purpose of BALIS.
- E. Undertaking cooperative library projects.

Such purpose will be accomplished and said common power exercised in the manner hereinafter set forth.

Article III TERM

This agreement shall continue in full force and effect as long as two or more parties remain. Any party to this agreement may terminate their participation by giving written notice of its intention to terminate at least 90 days prior to the end of the fiscal year, or by obtaining the mutual agreement of all the parties.

Article IV AUTHORITY

A. Creation of the Bay Area Library and Information System (BALIS)

There is hereby created the Bay Area Library and Information System (hereinafter called "BALIS"), and said BALIS shall be a public entity separate and apart from the parties hereto.

B. Governing Board

There shall be a governing Board of nine (9) members each serving in their individual capacities as members of the Governing Board. The Governing Board shall consist of the head librarian of each party's libraries, or an alternate designated by such head librarian.

Members of the Governing Board shall serve at the pleasure of the party they represent and until their respective successor is appointed.

C. Powers of the Governing Board

The Governing Board shall:

1. Formulate BALIS policy and goals, establish and review BALIS programs, approve a BALIS budget, direct the administration of this agreement, adopt a BALIS Plan of Service, develop BALIS policies and procedures, undertake cooperative library projects; and have such incidental powers as may be necessary and proper to carry out those functions specifically enumerated below.
2. Hire, promote, evaluate and discharge personnel; contract for services of a purchasing agent; lease, manage, maintain or operate lands, buildings, improvements and dispose of same by lease, sale or other means; and purchase materials and services as necessary to carry out its responsibilities.
3. Contract with a public or private entity or entities as necessary to provide accounting, auditing, and legal services.

D. Meetings of the Governing Board

1. Regular Meetings

The Governing Board of the agency shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting in each calendar quarter of a year. The date, hours, and place of the holding of regular meetings shall be fixed by resolution of the Governing Board and a copy of such resolution shall be filed with each party hereto.

2. Special Meetings

A special meeting may be called upon the consent of a majority of the Governing Board members.

3. Ralph M. Brown Act

All meetings of the Governing Board of the Agency are subject to the open meeting, notice and other requirements of the Ralph M. Brown Act (Government Code 554950 et seq.)

4. Minutes

The Board shall cause to be kept minutes of the regular, adjourned regular, and special meetings of the Governing Board and, as soon as possible after each meeting, shall cause a copy of the minutes to be forwarded to each member of the Governing Board and to each party hereto.

5. Quorum

Five (5) members of the Governing Board of BALIS shall constitute a quorum for the transaction of business, except that less than a

quorum may adjourn from time to time; provided further that the affirmative vote of the majority of its members present and voting at a meeting called up adequate notice to all its members at which a quorum in attendance shall be required for the approval of any resolution as to which action of the Governing Board is required.

6. Compensation and Expenses

Members of the Governing Board shall serve without compensation from BALIS.

E. Rules

The Governing Board of BALIS may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as may be required.

Article V GENERAL POWER

BALIS shall have the power of the parties to operate a "cooperative library system", and the necessarily related powers, for the purposes set forth in Article II of this Agreement so as to establish, aid, assist, extend, improve and enlarge public library services in the territorial jurisdiction of the parties. Such powers shall be exercised in the manner provided in the Joint Exercise of Powers Act (California Government Code S6500 et seq.)

BALIS is hereby authorized, in its own name acting through the Governing Board, to do all acts necessary for the exercise of said common power for said purpose, including, but not limited to: making applications to the Federal government, the State government, and private persons or entities for funds to be used for the purposes consistent with the California Library Services Act; accepting grants from, and entering into contracts with, public or private entities for such purposes; and carrying out the functions described in this Agreement.

Article VI FISCAL YEAR

For the purposes of this Agreement, the term "fiscal year" shall mean the period from July 1 to and including June 30 of the following year.

Article VII FUNDS - DEPOSIT IN SEPARATE ACCOUNT

A. BALIS may accept and expend funds from public and private sources for the

purpose of carrying out its powers, duties, responsibilities and obligations specified in this Agreement.

- B. The Governing Board of BALIS shall cause to be kept proper books of records and accounts in which a complete and detailed entry shall be made of all its transactions including all receipts and disbursements. Said books and records shall be kept in accordance with applicable Federal and State laws and rules, and as required by Auditor of BALIS. Said books shall be subject to inspection at any reasonable time by the duly authorized representative of each of the parties to this Agreement, and by authorized Federal and State officials.
- C. The Auditor of BALIS shall prepare an annual financial and operational report, including a report of all receipts and disbursements of funds, which report shall be available at the office of the Governing Board and a copy of the report shall be delivered to each party to this Agreement. The report shall be filed with the Governing Board within 120 days of the close of each fiscal year.

Article X ALLOWANCE OF CLAIMS BY AUDITOR

- A. The Auditor of BALIS shall audit and allow or reject claims in lieu of, and with the same effect as allowance or rejection by the Governing Board of BALIS, in any of the following cases;
 - 1. Expenditures which have been authorized by purchase orders issued by individual(s) authorized by said BALIS Governing Board to make purchases.
 - 2. Expenditures which have been authorized by contract, resolution, or order of the Governing Board of BALIS acting within the scope of its authority.
- B. The Auditor shall require satisfactory proof that the articles or services have been received or contracted for.

Article XI LIABILITY

Any and all debts, liabilities and obligations incurred by or imposed upon BALIS shall be the debts, liabilities, and obligations solely of BALIS and no debt, liability or obligation shall be imposed upon any party.

Article XII INSURANCE - BONDS

- A. BALIS shall at all times maintain with responsible insurers workers' compensation insurance and insurance against public liability and property damage, naming the parties as co-insureds, including coverage for owned and non-owned automobiles, with the following minimum limits:
 - 1. \$1,000,000 for each person and \$1,000,000 for each accident or occurrence for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and
 - 2. \$1,000,000 for all damages arising out of injury to or destruction of property for each accident or occurrence.
- B. BALIS shall cause such of its officers and employees to be bonded as may be required by the Auditor of BALIS and Government Code S6505.1.

Article XIII AGENCY FINANCES

- A. BALIS shall be financed by funds made available for such purposes under the California Library Services Act provided, however, that the parties to this Agreement may agree to contribute to BALIS additional funds for its operations. The Governing Board shall review and authorize any requests to the parties to this Agreement for funds or other support in excess of those funds which are available to BALIS under the Education Code. Any party contributing funds may specify the use of such funds to assist BALIS in the performance of its activities.
- B. The parties to this Agreement may contribute office space, furnishings, equipment, supplies or services as the respective City Council or Board of Supervisors deem appropriate.

Article XIV ADDITIONAL PARTIES

Other public libraries may be admitted into BALIS, provided they meet the requirements of BALIS participation. Applications for participation must be approved by a majority vote of the Governing Board.

The Governing Board may also establish membership status for non-public libraries, but such libraries may not become parties to this Agreement.

Article XV ADMINISTRATION OF LIBRARIES

Neither this Agreement, nor the BALIS Joint Powers Agency established hereby, shall in any way decrease or interfere with the independent establishment and operation of public libraries by each party. Each party shall administer its own public libraries independently, selecting its own books, hiring its own personnel, and operating according to the policies and rules established by its own governing body.

Article XVI SYSTEM PROPERTY

BALIS, through its Governing Board, may retain title to all property purchased or acquired, including materials, equipment and data; or may assign title to libraries operated by any party hereto.

Responsibility for maintenance of such property shall be determined by the Governing Board.

Article XVII NON-DISCRIMINATION

The parties hereto agree that in their provision of library services and in their employment practices they shall not discriminate against any person because of race, color, religion, age, sex, national origin, ethnic background, or handicap. Further, BALIS shall also refrain from all such discriminatory practices.

Article XVIII NOTICES

Notices hereunder shall be addressed "attention: head librarian" and delivered to:

CITY OF ALAMEDA ALAMEDA FREE LIBRARY
1433 Oak Street
Alameda, California 94501

COUNTY OF ALAMEDA ALAMEDA COUNTY PUBLIC LIBRARY
3121 Diablo Boulevard
Hayward, California 94545

CITY OF BERKELEY BERKELEY PUBLIC LIBRARY
2090 Kittredge Street
Berkeley, California 94704

COUNTY OF CONTRA COSTA CONTRA COSTA COUNTY PUBLIC LIBRARY
1750 Oak Park Boulevard
Pleasant Hill, California 94523

CITY OF HAYWARD HAYWARD PUBLIC LIBRARY
835 "C" Street
Hayward, California 94541

CITY OF LIVERMORE LIVERMORE PUBLIC LIBRARY
1000 S. Livermore Avenue
Livermore, California 94550

CITY OF OAKLAND OAKLAND PUBLIC LIBRARY
125 - 14th Street
Oakland, California 94612

CITY OF RICHMOND RICHMOND PUBLIC LIBRARY
Civic Center Plaza
Richmond, California 94804

CITY AND COUNTY OF SAN FRANCISCO SAN FRANCISCO PUBLIC LIBRARY
Civic Center
San Francisco, CA 94102

Article XIX. SIGNATURES

These signatures attest the parties' agreement hereto:

CITY OF ALAMEDA

By C. J. Corica

Typed Name C. J. Corica

Title Mayor

Approved as to Form:

John J. Starnet

COUNTY OF ALAMEDA

By John George

Typed Name JOHN GEORGE

Title CHAIRMAN OF THE BOARD OF SUPERVISORS
OF ALAMEDA COUNTY, CALIFORNIA

Approved as to Form:

Adam Faber

CITY OF BERKELEY

By Forrest Craven

Typed Name Forrest Craven

Title Deputy City Manager

Approved as to Form:

Donald W. Craven

COUNTY OF CONTRA COSTA

By Sunne Wright McPeak

Typed Name Sunne Wright McPeak

Title Chair, Board of Supervisors

Approved as to Form:

Sunne Wright

CITY OF HAYWARD

By Donald A. Blubaugh

Typed Name DONALD A. BLUBAUGH

Title CITY MANAGER

Approved as to Form:

Anne C. Graff

CITY OF LIVERMORE

By Leland J. Horner

Typed Name Leland J. Horner

Title City Manager

Approved as to Form:

Glenda Lucy

CITY OF OAKLAND

By Avon Manning

Typed Name AVON MANNING

Title Assistant to the City Manager

Approved as to Form:

George M. Head

CITY OF RICHMOND

By Thomas J. Corcoran

Typed Name Thomas J. Corcoran

Title Mayor, City of Richmond

Approved as to Form:

Malvina Hunter

CITY AND COUNTY OF SAN FRANCISCO

By John C. Frantz

Typed Name JOHN C. FRANTZ

Title CITY LIBRARIAN

Approved as to Form:

George Agnost
CITY ATTORNEY

By George Agnost
CITY ATTORNEY</u

I hereby certify under penalty of perjury that the Chairman of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on JUN - 7 1983; and that a copy has been delivered to the Chairman as provided by Government Code Section 25103.

Dated: JUN - 7 1983

WILLIAM MEHRWEIN, Clerk, Board of Supervisors
County of Alameda, State of California
By Cherry Perkins
Deputy

ADDENDUM #1
JOINT EXERCISE OF POWERS AGREEMENT
BAY AREA LIBRARY & INFORMATION SYSTEM

PURSUANT to Government Code Section 6505.6 the parties to this Joint Exercise of Powers Agreement, by this addendum, do agree as follows:

In lieu of the designation of a treasurer and auditor as set forth in Government Code Section 6505.5, BALIS will appoint one of its officers or employees to either or both positions. Such person or persons shall comply with the duties and responsibilities of the office or offices as set forth in subdivisions (a) to (d) inclusive of Section 6505.5, and shall cause an independent audit to be made by a certified public accountant, or public accountant at the times and in the manner described in Government Code Section 6505.

These signatures attest to the parties' agreement hereto:

CITY OF ALAMEDA

By Chuck CoricaTyped Name Chuck CoricaTitle Mayor

Approved as to Form:

Carl A. Staud

COUNTY OF ALAMEDA

By John George S.Typed Name JOHN GEORGETitle CHAIRMAN OF THE BOARD OF SUPERVISORS
OF ALAMEDA COUNTY, CALIFORNIA

Approved as to Form:

Adam Feller

CITY OF BERKELEY

By Forrest CravenTyped Name Forrest CravenTitle Deputy City Manager

Approved as to Form:

Donald U. Craven

CITY OF OAKLAND

By Don ManningTyped Name AVON MANNINGTitle Assistant to the City Manager

Approved as to Form:

George Michael

CITY OF RICHMOND

By Thomas J. CorcoranTyped Name Thomas J. CorcoranTitle Mayor, City of Richmond

Approved as to Form:

Malvina Santa

CITY AND COUNTY OF SAN FRANCISCO

By John C. FrantzTyped Name JOHN C. FRANTZ
CITY LIBRARIANTitle

Approved as to Form:

George A. Kueger

COUNTY OF CONTRA COSTA

By R. I. SchroderTyped Name R. I. Schroder
Chair, Board of SupervisorsTitle

Approved as to Form:

John M. Morris

CITY OF HAYWARD

By Donald A. BlubaughTyped Name DONALD A. BLUBAUGHTitle CITY MANAGER

Approved as to Form:

Eric C. Gray

CITY OF LIVERMORE

By Leland J. HornerTyped Name Leland J. HornerTitle City Manager

Approved as to Form:

Thomas R. Rung

I hereby certify under penalty of perjury that the Chairman of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on JUN - 7 1983; and that a copy has been delivered to the Chairman as provided by Government Code Section 25103.

Dated: JUN - 7 1983

WILLIAM MEHRWEIN, Clerk, Board of Supervisors
County of Alameda, State of California
By Cheryle Perkins
Deputy

BAY AREA LIBRARY & INFORMATION SYSTEM

25 Tower Road • San Mateo, California 94402-4000 • Administration (650) 349-5538 • Fax (650) 349-5089 • Reference (408) 294-2345 • Reference fax (408) 295-7388

Bay Area Library & Information System (BALIS)

Attachment to Joint Powers Agency Agreement

Effective July 1, 1999, with the approval of the BALIS Council, the City of Richmond withdrew from the BALIS Joint Powers Agency and the City of Pleasanton joined it.

Linda Crowe
Linda Crowe, System Director

Marilyn Baker-Madsen
Marilyn Baker-Madsen, BALIS
Council Chair