

This agreement made and entered into this 20th day of Nov., 19 79, by and among the County of Fresno on behalf of the Fresno County Free Library hereinafter called "Fresno County"; the Coalinga Library District, hereinafter called "Coalinga"; Kings County, on behalf of the Kings County Library, hereinafter "Kings County"; Madera County, on behalf of the Madera County Library, hereinafter "Madera County"; the City of Porterville, on behalf of the Porterville Public Library, hereinafter "Porterville" Tulare County, on behalf of the Tulare County Library, hereinafter "Tulare County"; and finally, the City of Tulare, on behalf of the Tulare Public Library hereinafter "City of Tulare";

## WITNESSETH:

WHEREAS, the California Library Services Act, contained in the California Education Code, Section 18700 et seq. (hereinafter "the Act") was enacted by the California Legislature to improve library services through joint cooperation by public libraries within the State; and

WHEREAS, the County of Fresno heretofore entered into a contract with the State of California, Department of Education, relating to the improvement of certain public library services to the residents of Fresno County and other participating counties and cities in the San Joaquin Valley; and

WHEREAS, the above-mentioned contract provides for the establishment of a cooperative library system (hereinafter "System") pursuant to Section 18740 of the Act; and

WHEREAS, support for reference services, delivery

1 services, communication services, administration, inter-  
2 library loan, and equal access provided by System will be  
3 furnished by the State of California pursuant to "The Act"  
4 and additional funds necessary for the operation of System  
5 shall be collected annually from the governing authority  
6 of each participant public library in an amount and manner  
7 described herein; and

8 WHEREAS, Education Code Section 18747 establishes an  
9 Administrative Council to administer System as well as  
10 to develop a "Plan of Service" for the operation of System;  
11 and

12 WHEREAS, System has improved the library services of  
13 those agencies which have participated therein; and

14 WHEREAS, all participants wish to clarify the duties,  
15 functions and responsibilities for the operation of System;  
16 and

17 WHEREAS, each of the parties is a public agency,  
18 presently operating a public library system; and

19 WHEREAS, each of the parties is authorized to enter  
20 into such an agreement by the laws of the State of California.

21 NOW, THEREFORE, the parties do hereby mutually covenant  
22 and agree as follows:

23 1. Common Powers: The common powers to be exercised  
24 pursuant to this agreement are the powers of each party to  
25 provide public library services, and the common powers shall  
26 be exercised so as to establish, aid, assist, extend,  
27 improve and enlarge public library services of every kind and  
28 description in the territorial jurisdiction of each of the  
29 parties.

30 2. Purpose of the Agreement. The purpose of this  
31 agreement is to provide for the establishment of a cooperative  
32 library system to improve and coordinate the public library

1 functions of the parties. The System shall perform  
2 cooperative library functions as necessary to fulfill  
3 this purpose including, but not limited to, the following:

4 (a) Receipt of State appropriations under Chapter 4  
5 of Part 11 of Division 1 of the Education Code  
6 of the State of California as the same may be  
7 amended from time to time.

8 (b) Receipt of such other monies and benefits,  
9 including but not limited to monies made  
10 available by the federal government as System  
11 is eligible to receive.

12 (c) Coordination of reference and research services.

13 (d) Providing for interavailability of books, films,  
14 information and materials among all service outlets  
15 of the parties to this agreement.

16 (e) Coordination of interchangeable borrowing  
17 privileges among libraries of the parties.

18 (f) Making applications and contracts for grants  
19 from public or private entities to carry out  
20 the purposes of the System.

21 (g) Undertaking other cooperative library projects  
22 which may be recommended by a majority of the  
23 Administrative Council of the System.

24 3. Administrative Council: An Administrative Council  
25 shall be established for System. This Administrative Council  
26 shall consist of the head librarian of each jurisdiction in  
27 the System. The duties of the Administrative Council shall  
28 include: general administrative responsibility for the System

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1 modification of System's "Plan of Service", submission of  
2 annual proposals to the State for implementation of the  
3 California Library Services Act, and advice on actions  
4 necessary to carry out the purpose of this agreement.  
5 The Administrative Council shall meet at such times and  
6 places as it shall determine. Unless otherwise specified  
7 herein, the Administrative Council shall act only upon  
8 affirmative vote of a majority of its members. The  
9 Administrative Council shall act on all matters as specified  
10 in this agreement.

11 4. Effect of Agreement: All previous agreements  
12 between the participants are hereby revoked and the  
13 rights of all parties to this agreement are henceforth  
14 to be determined solely by reference to the provisions  
15 hereof.

16 5. Effective Date of Agreement: This agreement  
17 shall become binding upon ratification by the governing  
18 board of all parties. The effective date hereof shall be  
19 inserted in the appropriate blanks in the first sentence  
20 of this agreement.

21 6. Term of Agreement: This agreement shall  
22 automatically be renewed annually without further action as  
23 to each library participant. Withdrawal by a library  
24 participant hereto or termination of this agreement shall  
25 be solely in accordance with Paragraph 13 contained herein.

26 7. Title to Property: The System shall retain title  
27 to all materials, equipment and data, purchased or acquired  
28 for use in connection therewith, except that:

29 (a) Title to "library materials" purchased by System,  
30 which term is defined to include books, newspapers,  
31 periodicals and films, shall be conveyed to a

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particular library participant on deposit of such items therewith.

(b) Should an individual library participant wish to dispose of System property, it shall notify the Administrative Council in writing and secure the approval thereof. Upon approval by the Administrative Council, the individual participant may dispose of such property. The Administrative Council may direct any participant to transfer possession of System property to another System participant when necessary.

8. Maintenance of System Property: Each party entrusted with System property shall be charged with the duty of its day-to-day ordinary maintenance. The decision to repair or replace seriously damaged or destroyed property shall be left in the discretion of the Administrative Council and such repair and replacement shall be at System expense.

9. Additional Parties: By a unanimous vote of the Administrative Council, and upon meeting the conditions established by the Administrative Council, any public entity which possesses the requisite legal capacity and which is eligible under the laws of the State of California to do so may join the System. Any such public entity so joining shall become subject to the terms of this agreement and shall be entitled to representation on the Administrative Council in accordance with Paragraph 4 above. The Administrative Council shall establish such conditions for entry into the System as will be fair to both the proposed member and all other parties to this agreement.

10. Financing of System:

(a) Sources of Funding: The System's source of

revenue shall include:

1. All State appropriations made to the System by the State of California pursuant to Chapter 4 of Part 11 of Division 1 of the California Education Code (Section 18700 et seq.).
2. Contributions from parties to this agreement, as necessary, for the operation of System.
3. Any other monies, including those received from the federal government to carry out the purposes of the System.

(b) Budget Cycle:

1. Prior to January 30th of each year the Administrative Council shall adopt a tentative budget for the expenditures of the System during the succeeding fiscal year and the local contribution of each library participant will be submitted to the respective parties for review.
2. After March 1 but prior to April 1, of each year, the Administrative Council shall adopt a preliminary budget for the expenditures of the System during the succeeding fiscal year.
3. 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

1 preliminary budget and, in amount  
2 budgeted, shall not exceed the maximum  
3 budget amount specified in the preliminary  
4 budget; provided, however, that the  
5 preliminary budget may be augmented  
6 for grants and state allocations received  
7 after its adoption.

8 (c) Contributions from Participants:

- 9 1. Contributions from each participant may  
10 be required for the operation of the  
11 System. If so, the proportionate  
12 contribution made by each participant is  
13 to be computed based upon the same  
14 percentage its population bears to the  
15 population contained within the entire  
16 System. (Note: Population shall be  
17 based on the latest available figures from  
18 the California Department of Finance  
19 or the United States Census Bureau  
20 corrected for any duplication of service  
21 area by two or more parties thereto.)  
22 2. Upon the adoption of any tentative budget  
23 for System, the Administrative Council  
24 shall determine whether contributions  
25 appear necessary. If so, then the  
26 estimated amount shall be computed  
27 according to the above formula and each  
28 party hereto informed of its estimated  
29 share. After the final budget is  
30 adopted the fiscal agent for the System  
31 shall notify each library participant of its  
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1 required contribution and that such  
2 contributions are due on or before  
3 November 1.

4 11. Administration of the System: Subject to  
5 the supervision, policies, and decisions of the Administrative  
6 Council, the System shall be administered by the County of  
7 Fresno through its agent the Fresno County Free Library  
8 (hereinafter "FCFL"). In addition to all other administrative  
9 responsibilities, the FCFL shall prepare and submit  
10 applications for System grants upon the direction and with  
11 the approval of the Administrative Council.

12 Fresno County is hereby designated the fiscal agency  
13 for the System. Fresno County shall receive all funds  
14 accruing to the System, hold such monies in trust for  
15 the System, and pay and distribute such monies to the parties  
16 or contractors providing goods and services in accordance  
17 with the System's budget. However, Fresno County shall  
18 not be required to make any payment on behalf of the System  
19 for which there are insufficient funds in the System's  
20 account. In the administration of its duties hereunder,  
21 Fresno County shall not be required to incur any expense  
22 for which funds have not been provided in the System's budget.

23 12. Reduction in System Services: Should it become  
24 necessary for financial reasons for any party to  
25 this agreement to need to reduce its level of contributions  
26 of System or, if a majority of the Administrative Council  
27 determines that for financial reasons an overall reduction  
28 in services provided System is appropriate, the Administrative  
29 Council shall determine the services to be reduced or  
30 eliminated and the manner of such reduction or elimination.

31 13. Withdrawal and Termination: Any party to this  
32 agreement may withdraw from System by resolution of its  
33 governing board and written notification to the Administrative



1 Council. Such withdrawal shall be made by the January 1  
2 preceeding the fiscal year in which it wishes its withdrawal  
3 from the System to become effective. However, if Fresno  
4 County is the party seeking to withdraw from System this  
5 agreement shall terminate at the end of the fiscal year  
6 in which Fresno County notifies System of its intended  
7 withdrawal. Finally, this agreement may be terminated  
8 by the resolutions of the governing boards of a majority  
9 of the parties to this agreement. Upon termination, all  
10 just claims against System shall be paid, distribution  
11 made to the State and Federal government if required by  
12 applicable law, and the remaining assets distributed among  
13 all existing members of the System in proportion to the  
14 total contributions made by such parties to the System.

15 14. Liability of System Participants Each party to  
16 this agreement, whether individually or collectively, does  
17 not assume, nor shall any party be deemed to assume,  
18 liability for:

- 19 a. Any act or omission of any other party to this  
20 agreement in performance of this agreement; or  
21 b. The payment of worker's compensation as indemnity  
22 to officers, agents or employees of any other  
23 party to this agreement for injury or illness  
24 arising out of performance of this agreement.

25 15. Obligation to Accept Services: It is understood  
26 and agreed between the parties hereto, that System-wide  
27 programs shall be accepted by each party. Each party shall  
28 have an affirmative obligation to cooperate in the performance  
29 and execution of all System-wide programs and System policies.

30 DATED: Feb 22, 1980 APPROVED AS TO FORM:

*Brian J. McCully*  
BRIAN J. McCULLY  
Deputy County  
Counsel

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APPROVED:

FRESNO COUNTY

DATED: 3/4/80

BY: *Sharon Henry*  
Chairman, Board of Supervisors

COALINGA LIBRARY DISTRICT

DATED: 1-24-80

BY: *Kenneth L. Spencer*

KINGS COUNTY

DATED: JAN 15 1980

BY: *Jim Weaver*  
Chairman, Board of Supervisors  
JAN 15 1980

MADERA COUNTY

DATED: 2-19-80

BY: *Shirley D. Smith*  
Chairman, Board of Supervisors

CITY OF PORTERVILLE

DATED: Dec. 18, 1979

BY: *Theodore G. Emmler*

TULARE COUNTY

DATED: Nov. 20, 1979

BY: *Charles R. Bould*  
Chairman, Board of Supervisors

CITY OF TULARE

DATED: January 2, 1980

BY: *La Harmon*

ATTEST:

ALLAN COLMAN, Clerk of  
the Board of Supervisors

By *Elaine L. Motley*  
Deputy

AGREEMENT

FOR PARTICIPATION IN THE  
SAN JOAQUIN VALLEY LIBRARY SYSTEM

(County of Kern - San Joaquin Valley Library System)

THIS AGREEMENT is made on October 30, 1984 by and between the COUNTY OF KERN, a political subdivision of the State of California, on behalf of the Kern County Library (hereafter referred to as "Kern County"), and the SAN JOAQUIN VALLEY LIBRARY SYSTEM, a joint powers entity established and existing between and among Fresno County, Kings County, Madera County, Tulare County, the Coalinga Library District, the City of Porterville and the City of Tulare (hereafter referred to as "San Joaquin Valley System");

W I T N E S S E T H :

WHEREAS:

1) The California Library Services Act, California Education Code section 18700 et seq. authorizes the establishment of cooperative regional library systems among public library systems; and

2) The San Joaquin Valley System was established to provide cooperative library services by means of a joint powers agreement executed by its constituent members on November 20, 1979; and

3) It has been determined that it is in the best interests of Kern County that its library system participate in the San Joaquin Valley System and become party to the joint powers agreement dated November 20, 1979; and

4) The present constituent members of the San Joaquin Valley System have expressed their willingness to have Kern County become a party to the November 20, 1979 joint powers agreement by means of a

unanimous vote of those constituent members inviting Kern County's membership;

NOW, THEREFORE, IT IS AGREED as follows:

1. Participation in the Joint Powers Agreement. Upon execution of this agreement, Kern County shall be deemed to be an "additional party" pursuant to Section 9 of the November 20, 1979 San Joaquin Library System Agreement and all rights, obligations, powers and duties imposed by that agreement on its signatories shall inure to the benefit of Kern County effective on July 1, 1985. A copy of the San Joaquin Valley Library System Agreement, dated November 20, 1979, is attached hereto as Exhibit A and incorporated herein by reference. The provision of services to Kern County under this agreement is contingent on the receipt of State funds by San Joaquin Valley System on behalf of Kern County.
2. Computer Agreement Participation. The existing members of the San Joaquin Valley System are joint obligees under the terms of an agreement for computer services dated May 1983 (hereafter "Computer Agreement" which is attached hereto as Exhibit B and incorporated herein by reference. Kern County shall be classified as a nonparticipant under the Computer Agreement and shall not be responsible for an liabilities created by the Computer Agreement, except as to benefits actually received or until such time as the computer systems are linked between the members of the San Joaquin Valley System and a communication network financing plan is adopted by the Administrative Council of the San Joaquin Valley System.

Pending linkage of the constituent members' computer systems, Kern County shall participate in the coordination of automation programs and participate in the ULISYS/ONTYME Message System. If the equipment

required to participate in the message system is not possessed by Kern County, such equipment shall be provided by the San Joaquin Valley System.

3. Interlibrary Loans and Deliveries. Kern County shall utilize the resources of system members as the first source outside of Kern County for interlibrary loans or such other interlibrary services established by the Administrative Council of the San Joaquin Valley System. The parties recognize that due to the unique needs of Kern County and the present state of development of the data base and automation of the San Joaquin Valley System, the needs of Kern County may be more appropriately served by the Ohio College Library Council. In the event that interlibrary loans from system members can be used without reducing delivery speed or selection to Kern County residents, interlibrary loans shall be first processed through the San Joaquin Valley System rather than through the Ohio College Library Council.

Kern County shall participate in a systems test to sample the interlibrary loan fill rates and speed of delivery in the San Joaquin Valley System in comparison with the same services provided by the Ohio College Library Council. The testing method to determine the comparative efficiency of the two interlibrary loan systems shall be agreed upon by the parties.

If the San Joaquin Valley System fails this test, then when the data base for the six member libraries is complete and circulation system fully operational, the test of interlibrary loan fill rates and speed of delivery shall be conducted again. The results of this second test shall govern future Kern County interlibrary loan policy.

Kern County shall participate in the twice per week system delivery program, augmented, as necessary, by U.S. Postal Service and United Parcel Service deliveries.



4. Reference System Development. Kern County shall cooperate with the other members of the San Joaquin Valley System in developing second and third level research and reference capabilities through the use of the systems reference center.

5. Committee Participation. Kern County shall participate in all appropriate San Joaquin Valley System Committees and cooperate in the evaluation of such committees. This participation shall include the formation of a visual media service program for the entire system with a proposed level of service for Kern County equivalent to the existing service level.

6. Authorization. The parties executing this agreement represent and warrant that they are authorized and empowered to act on behalf of their respective entities.

APPROVED AS TO CONTENT:  
County Library

By R. B. Cannon

APPROVED AS TO FORM:  
Office of Kern County Counsel

By [Signature]

APPROVED AS TO FORM:  
Office of Fresno County Counsel

By Michael Smith

JMG:sm

COUNTY OF KERN

By [Signature]  
Chairman, Board of Supervisors

"Kern County"

SAN JOAQUIN VALLEY LIBRARY SYSTEM,  
a joint powers entity

By [Signature]  
(title) Chair, Administrative Council

"San Joaquin Valley System"

AMENDMENT NO. 1

SAN JOAQUIN VALLEY LIBRARY SYSTEM - KERN

THIS AGREEMENT, made and entered on January 2, 1990, by and between the County of Kern, a political subdivision of the State of California (hereafter "County"), and the San Joaquin Valley Library System, a joint powers agency composed of Fresno County, Kern County, Kings County, Madera County, Tulare County, the Coalinga Library District, the City of Porterville, and the City of Tulare (hereafter "SJVLS");

WHEREAS:

1. This joint powers agency was established by and among various governmental entities to share library resources and services; and

2. County and SJVLS previously entered an agreement dated October 10, 1984, outlining the use of such services; and

3. County and SJVLS wish to amend Section 2 of said agreement adding the ability for Kern County and the other members of the system to participate in the same computer system, and it is in the best interests of all parties for this Amendment No. 1 to be executed; and

4. The San Joaquin Valley Library System, including Kern County, has issued a request for proposal for an integrated on-line automated system;

NOW, THEREFORE, it is agreed by the parties hereto as follows:

1. Section 2 on pages 2 and 3 of said agreement dated

October 10, 1984, is hereby amended to read in its entirety as follows:

2. Computer Agreement Participation. Kern County shall, at its sole option and election, be considered a new user under the terms of the May 1983 agreement for computer services, attached hereto as Exhibit B and incorporated herein by reference, under the same terms and conditions as is provided therein for any agency considered a full participant thereunder.

2. All other provisions of said agreement not herein amended shall remain in full force and effect.

IN WITNESS WHEREOF, this agreement has been executed on the date shown above in Bakersfield, California.

APPROVED AS TO CONTENT:

By Diane Duquette  
Diane Duquette, Director

COUNTY OF KERN

By Pauline DeWood  
Chairman, Board of Supervisors

"County"

APPROVED AS TO FORM:  
Office of County Counsel

By [Signature]  
Deputy

SAN JOAQUIN VALLEY LIBRARY SYSTEM

By Wau K. Edelman  
Vice-Chair "SJVLS"  
Administrative Council

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AGREEMENT  
FOR PARTICIPATION IN THE  
SAN JOAQUIN VALLEY LIBRARY SYSTEM

(County of Mariposa - San Joaquin Valley Library System)

THIS AGREEMENT is made on Feb. 15, 1994 by  
and between the COUNTY OF MARIPOSA, a political subdivision  
of the State of California, on behalf of the Mariposa County  
Library (hereafter referred to as "Mariposa County"), and  
the SAN JOAQUIN VALLEY LIBRARY SYSTEM, a joint powers entity  
established and existing between and among Fresno County,  
Kings County, Madera County, Tulare County, the Coalinga  
Library District, the City of Porterville, the City of  
Tulare and Kern County (hereafter referred to as "San  
Joaquin Valley Library System" or "System");

W I T N E S S E T H :

WHEREAS:

1) The California Library Services Act,  
California Education Code section 18700 et seq., authorizes  
the establishment of cooperative regional library systems  
among public library systems; and,

2) The System was established to provide  
cooperative library services by means of a joint powers  
agreement ("JPA") executed by its constituent members on  
November 20, 1979. The Kern County Library was added to the  
System through a Participation Agreement dated October 30,  
1984; and,

3) It has been determined that it is in the best  
interests of Mariposa County that its library system

1 participate in the System and become party to the JPA; and

2 4) The present constituent members of the System  
3 have expressed their willingness to have Mariposa County  
4 become a party to the JPA by means of a unanimous vote of  
5 those constituent members inviting Mariposa County's  
6 membership;

7 NOW, THEREFORE, IT IS AGREED as follows:

8 1. Participation in the Joint Powers Agreement.

9 Effective July 1, 1994, Mariposa County shall be deemed to  
10 be an "additional party" as that term is used in Section 9  
11 of the JPA and all the rights, obligations, powers and  
12 duties imposed by that JPA on its signatories shall innur to  
13 the benefit of Mariposa County. A copy of the JPA is  
14 attached hereto as Exhibit A and incorporated herein by  
15 reference. The provision of services to Mariposa County  
16 under this Agreement is contingent on the receipt of State  
17 funds by the System on behalf of Mariposa County.

18 2. Computer Agreement Participation. The existing  
19 members of the System are joint obligees under the terms of  
20 an agreement for computer services, dated May 1983  
21 (hereafter "Computer Agreement"). The Computer Agreement is  
22 attached hereto as Exhibit B and incorporated herein by  
23 reference. Mariposa County shall be classified as a Partial  
24 Participant under the Computer Agreement until such time as  
25 Mariposa County exercises its option to become a full  
26 participant under the terms of said Computer Agreement.  
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1           As a Partial Participant, Mariposa County shall  
2 participate in the bibliographic data base, messaging  
3 function, and interlibrary loan program. The equipment  
4 required as a Partial Participant shall be provided by the  
5 System.

6           3.       Interlibrary Loans and Deliveries. Mariposa  
7 County shall utilize the resources of System members as the  
8 first source outside of Mariposa County for interlibrary  
9 loans or such other interlibrary services established by the  
10 Administrative Council of the System.

11                   Mariposa County shall participate in the System  
12 delivery program as approved in the annual Plan of Service  
13 adopted by the Administrative Council.

14           4.       Reference System Development. Mariposa County  
15 shall cooperate with the other members of the System in  
16 developing second and third level research and reference  
17 capabilities through the use of the system reference center.

18           5.       Committee Participation. Mariposa County shall  
19 participate in all appropriate System Committees and  
20 cooperate in the evaluation of such committees.

21           6.       Authorization. The parties executing this  
22 agreement represent and warrant that they are authorized and  
23 empowered to act on behalf of their respective entities.  
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APPROVED AS TO CONTENT:

Mariposa County Library

By: Maurice H. Loefer

APPROVED AS TO FORM

Office of Fresno County  
Counsel

By: [Signature]  
APPROVED AS TO FORM:

Office of Mariposa County  
Counsel

By: [Signature]

SAN JOAQUIN VALLEY LIBRARY SYSTEM  
a joint powers entity

By: Dwain G. Lewis  
Chair, Administrative Council  
San Joaquin Valley Library System