This agreement made and entered into this \[\text{day}\] of \[\text{year}\], 19\[\text{year}\], 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
services, communication services, administration, inter-
library loan, and equal access provided by System will be
furnished by the State of California pursuant to "The Act"
and additional funds necessary for the operation of System
shall be collected annually from the governing authority
of each participant public library in an amount and manner
described herein; and

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

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

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

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

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

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

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

2. **Purpose of the Agreement**: The purpose of this
agreement is to provide for the establishment of a cooperative
library system to improve and coordinate the public library
functions of the parties. The System shall perform cooperative library functions as necessary to fulfill this purpose including, but not limited to, the following:

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

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

(c) Coordination of reference and research services.

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

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

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

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

3. **Administrative Council**: An Administrative Council shall be established for System. This Administrative Council shall consist of the head librarian of each jurisdiction in the System. The duties of the Administrative Council shall include: general administrative responsibility for the System
modification of System's "Plan of Service", submission of annual proposals to the State for implementation of the California Library Services Act, and advice on actions necessary to carry out the purpose of this agreement. The Administrative Council shall meet at such times and places as it shall determine. Unless otherwise specified herein, the Administrative Council shall act only upon affirmative vote of a majority of its members. The Administrative Council shall act on all matters as specified in this agreement.

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

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

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

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

(a) Title to "library materials" purchased by System, which term is defined to include books, newspapers, periodicals and films, shall be conveyed to a
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
preliminary budget and, in amount
budgeted, shall not exceed the maximum
budget amount specified in the preliminary
budget; provided, however, that the
preliminary budget may be augmented
for grants and state allocations received
after its adoption.

(c) Contributions from Participants:

1. Contributions from each participant may
be required for the operation of the
System. If so, the proportionate
contribution made by each participant is
to be computed based upon the same
percentage its population bears to the
population contained within the entire
System. (Note: Population shall be
based on the latest available figures from
the California Department of Finance
or the United States Census Bureau
corrected for any duplication of service
area by two or more parties thereto.)

2. Upon the adoption of any tentative budget
for System, the Administrative Council
shall determine whether contributions
appear necessary. If so, then the
estimated amount shall be computed
according to the above formula and each
party hereto informed of its estimated
share. After the final budget is
adopted the fiscal agent for the System
shall notify each library participant of its
required contribution and that such contributions are due on or before November 1.

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

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

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

13. Withdrawal and Termination: Any party to this agreement may withdraw from System by resolution of its governing board and written notification to the Administrative
Council. Such withdrawal shall be made by the January 1
preceeding the fiscal year in which it wishes its withdrawal
from the System to become effective. However, if Fresno
County is the party seeking to withdraw from System this
agreement shall terminate at the end of the fiscal year
in which Fresno County notifies System of its intended
withdrawal. Finally, this agreement may be terminated
by the resolutions of the governing boards of a majority
of the parties to this agreement. Upon termination, all
just claims against System shall be paid, distribution
made to the State and Federal government if required by
applicable law, and the remaining assets distributed among
all existing members of the System in proportion to the
total contributions made by such parties to the System.

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

a. Any act or omission of any other party to this
   agreement in performance of this agreement; or

b. The payment of worker's compensation as indemnity
   to officers, agents or employees of any other
   party to this agreement for injury or illness
   arising out of performance of this agreement.

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

DATED: 76-22-1980  APPROVED AS TO FORM:
BRIAN J. MCCULLY
Deputy County Counsel
DATE: 3/4/80

FRESNO COUNTY

BY: MARVIN LEWIS
Chairman, Board of Supervisors

DATE: 1/24/80

COALINGA LIBRARY DISTRICT

DATE: JAN 15 1980

BY: J. MILLER
Chairman, Board of Supervisors

DATE: 2/19/80

KINGS COUNTY

DATE: DEC. 13, 1979

MADERA COUNTY

DATE: NOV. 20, 1979

BY: THEODORE C. EMMER
Chairman, Board of Supervisors

DATE: JANUARY 2, 1980

CITY OF PORTERVILLE

DATE: JAN 15 (80)

CITY OF TULARE

DATE: JAN 15 (80)

ATTEST:

ALLAN COLMAN, Clerk of
the Board of Supervisors

By: ELAINE L. WITZEN
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");

WITNESSETH:

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 any 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 C. S. Cannon

APPROVED AS TO FORM:
Office of Kern County Counsel
By

APPROVED AS TO FORM:
Office of Fresno County Counsel
By Michael Smith

COUNTRY OF KERN
By
Chairman, Board of Supervisors
"Kern County"

SAN JOAQUIN VALLEY LIBRARY SYSTEM, a joint powers entity
By
(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 online 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, Director

APPROVED AS TO FORM:
Office of County Counsel

By Deputy

COUNTY OF KERN
Pauline Edwood
Chairman, Board of Supervisors
"County"

SAN JOAQUIN VALLEY LIBRARY SYSTEM

By Wally E. DeLong
Vice-Chair "SJVLS"
Administrative Council

89.6210.04
AGREEMENT
FOR PARTICIPATION IN THE
SAN JOAQUIN VALLEY LIBRARY SYSTEM

(County of Mariposa - San Joaquin Valley Library System)

THIS AGREEMENT is made on \today, 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");

WITNESSETH:

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

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

NOW, THEREFORE, IT IS AGREED as follows:

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

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

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

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

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

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

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:
Mariposa County Library
By: [Signature]

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: [Signature]
Chair, Administrative Council
San Joaquin Valley Library System