

JOINT POWERS AGREEMENT
FOR BELVEDERE-TIBURON LIBRARY

This Joint Powers Agreement (hereinafter "Agreement") is entered into by Belvedere and Tiburon for the purpose of establishing a new entity to construct, own, and operate, and maintain a new public municipal library under the authority of Education Code Section 18900 et seq.

NOW, TI-IEREFORE, the parties hereto do agree as follows:

1. Purpose of Agreement. The Joint Powers Agreement (hereinafter "Agreement") is entered into for the purpose of establishing an agency to construct, own, operate, and maintain a new public library conveniently located for the residents of Belvedere and Tiburon

2 Administering Agency. Pursuant to California Government Code Section 6500 et seq. there is hereby created a public entity to administer and execute this Agreement. This entity shall be known as the Belvedere-Tiburon Library Agency (hereinafter the "Library Agency").

3. Powers of Library Agency, The Library Agency shall have all necessary powers and authority provided to municipal libraries under Education Code Section 18900 et seq. and all other powers necessary to operate and maintain a library, including but not limited to:

- (A) The power to own or lease property and to plan, construct and hold title to a library (located at the corner of Mar West and Tiburon Boulevard and or other appropriate sites.)
- (B) The power to incur debt or borrow money as necessary for the needs of the Agency; to accept donations, gifts or other funds from all sources; and to invest and deposit funds of the Agency in accord with adopted investment policies.
- (C) The power to contract with the Marin County Library System and/or with any other entities for professional library services and for other services if appropriate.
- (D) The power to appoint or employ officers, employees, and agents and establish the terms of their employment.
- (E) The power to contract for professional and other services as may from time to time appear reasonable and appropriate.

- (F) The power to establish a volunteer system which permits volunteers to serve in any role deemed appropriate by the Board.
- (G) The power to prepare and administer an annual budget using a combination of public, private, and fee-for-service funds.
- (H) The power to pursue and receive funds from private sources and through the Peninsula Library Foundation.
- (D) The power to sue or be sued in its own name.
- <D> The power to purchase personal property, including books and other necessary materials.

4. Membershio of the Library Board: The governing board (Library Board of Trustees) shall consist of seven members, residents of Belvedere and Tiburon, appointed as follows:

- (a.) The Town Council of the Town of Tiburon shall appoint three (3) members of the Library Board, one of whom shall be chosen from a list submitted by the Peninsula Library Foundation.
- (b.) The City Council of the City of Belvedere shall appoint three (3) members of the Library Board, one of whom shall be chosen from a list submitted by the Peninsula Library Foundation.
- (c.) A seventh member who is designated an "at large" member and shall be recommended by the Reed Union School District Board of Trustees and approved by the Parties hereto.
- (d.) Each member shall be subject to removal and replacement at the pleasure of the appointing government body(ies). It will require action by both councils to 'remove the at-large member.
- (e.) For the initial seven members three members (including the at-large member) shall serve only until the end of the first fiscal year after the creation of the Joint Powers Agency, two shall serve until the end of the second fiscal year and two until the end of the third fiscal year. (Initial appointments will be eligible for two additional full terms.)
- (f.) Initial appointments should give due consideration to the selection of individuals who have made significant efforts toward making the new library a reality.

5. Compensation. The members of the Library Board shall serve without compensation.

6. Term. The term of office for each Library Board member shall be three (3) years. The terms of the members shall be staggered so that no more than three terms expire during any one year. Members may be reappointed for only one successive term at the discretion of the appointing authority.

7. Library Board Officers. The Library Board shall select a chairperson and vice chairperson whose terms shall run for one (1) year, commencing on the first meeting of the fiscal year. The Library Board shall hold regular meetings at least monthly, and special meetings as may be called pursuant to the Bylaws. Four members shall constitute a quorum.

8. Bylaws. The Library Board shall adopt Bylaws which make provision for the calling and conduct of meetings, casting of votes, appointment of officers and other matters normally contained in Bylaws, all to be consistent with the Ralph M. Brown Act (Section 54900, et seq. of the Government Code) and all other applicable state statutes.

9. Financial Responsibility. The Library Agency shall be responsible for all debts, liabilities and obligations arising from the exercise of the Agency's powers.

10. Annual Reports. The Library Agency shall submit an annual written report on the state of the library to the two appointing parties. In addition, the minutes of all Library Agency meetings will be forwarded to Belvedere and Tiburon.

11. Treasurer and Controller. Pursuant to the provisions of Government Code Section 6505.6, the Treasurer of the Library Board shall be an officer or an employee of the Library Board. The treasurer shall receive and have custody of all monies of the Library Board, shall be responsible for the safekeeping and disbursement of all such monies and shall pay all sums due when appropriately presented to the Library Board. All withdrawals from the Agency's bank accounts shall be made by check signed by officers or employees designated by the Library Board by resolution. Pursuant to this section, the Treasurer shall cause an independent annual audit to be made by a certified public accountant, or public accountant in compliance with Government Code Section 6505.5. The Treasurer shall obtain a public official surety bond. The premium for this bond shall be *paid* by the Library Board.

12. Independent Contractors. The Library Board may, within its discretion, contract with independent consultants or individuals to perform administrative and/or operational functions of the Library Board.

The Library Board may in its discretion require independent contractors to provide liability insurance in appropriate amounts.

13. Budget. The Library Board shall prepare an annual budget using a July 1 through June 30 fiscal year. This budget will identify proposed revenues and proposed expenditures.

14. Transfer of funds. All public funds provided by the county tax collector for library purposes, including any portion of the property tax levied for library purposes shall be transferred by the parties as soon as received and without diminution to the Library Agency.

15. Liability of Library Board and Board Members, Employees and Indeopendent Contractors. The Library Agency shall obtain appropriate liability insurance for the Agency, Board Members, employees, volunteers and independent contractors. Notwithstanding the above, the Agency may in its discretion require independent contractors to indemnify, defend and hold harmless the Agency.

16. Term: Termination. This agreement shall be for an indefinite term, and may be terminated only with at least one year's written notice by either party to the other party.

17. Disoosition of Assets Uoon Termination. While this Agreement is in effect all property and monies received by the Library Agency shall be held by the Library Agency. If this Agreement is terminated as provided for in paragraph 13, the building, its contents, and all other assets of the Library Agency will be held in trust by the Peninsula Library Foundation or its successor local non-profit organization. If the building ceases to be used as a library, the facility and all other assets should continue to be used to provide cultural, educational, and recreational benefits to the residents of Belvedere and Tiburon at the sole discretion of Belvedere and Tiburon.

18. Entire Agreement. This document constitutes the entire agreement between the parties as to the subject matter thereof, and may be altered or amended only be an agreement in writing duly executed by both parties.

19. Successors. This Agreement shall be binding upon and shall inure to the benefit of successors to the parties hereto.

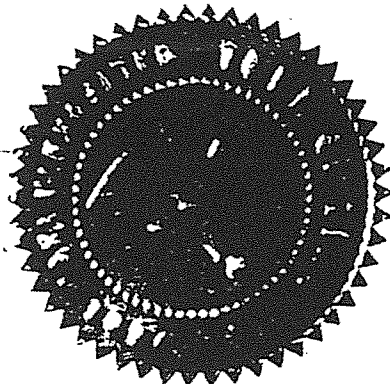
20. Modification or Susoension. In the event State or Federal laws or regulations enacted after the effective date of this Agreement, prevent or preclude compliance with one or more provisions herein, such provisions shall be modified or suspended as may be necessary to comply with such laws or regulations.

20. Notice Pursuant to Government Code §6503.5. Within thirty (30) days after the adoption of this agreement, the parties shall cause a notice of the Agreement to be prepared and filed with the Office of the Secretary of State, as required by California Government Code §6503.5.

21. Effective Date. This Agreement shall become effective on the first day of the month immediately following adoption of this Agreement by the governing bodies of Belvedere and Tiburon.

22. Assumption of Liability by Agency . Pursuant to Government Code Section 895.4, the parties agree that the Agency shall be solely liable for any damages or liabilities arising out of the performance of this agreement and shall indemnify, defend and hold harmless Belvedere and Tiburon.

I do hereby certify that the foregoing Agreement for Joint Exercise of Powers was approved by the Town Council of the Town of Tiburon on April 19, 1995



Andrew Thompson

Mayor, Town of Tiburon

[Signature]

Town Clerk, Town of Tiburon

do hereby certify that the foregoing Agreement for Joint Exercise of Powers was approved by the City Council of the City of Belvedere on May 1, 1995.



Seal

[Signature]

Mayor, City of Belvedere
[Signature]

City Clerk, City of Belvedere