



ADMINISTRATIVE COUNCIL AGENDA
Friday, September 16, 2022, at 10:00 a.m.
Goleta Valley Library

Presiding: FY 2022/23 Chair Allison Gray, GO

* Item accompanies the agenda.

<ul style="list-style-type: none"> • Agenda and business meeting addenda (compiled PDF) @ http://ats.blackgold.org • Auxiliary Receive and File addenda PDFs @ http://ats.blackgold.org 	
Symbol	Key
<i>M</i>	Move to approve
*	PDF accompanies posted agenda
<i>p.</i>	Associated addendum page number(s) located @ top center of compiled agenda PDF.
**	Item to be provided later
▶	Item updated in the Administrative Council Notebook @ http://ats.blackgold.org

1. **10:00a.m. CALL TO ORDER**
2. *M* - **ADOPTION OF AGENDA**
3. **PUBLIC TESTIMONY**
4. *M* - **CONSENT CALENDAR**
 - a. *Administrative Council Minutes – 08.19.22 (*page 3*)
 - b. *Net Borrowing/Lending – July 2022, August 2022 (*page 5*)
5. **AUXILIARY RECEIVE AND FILE** — [posted @ <http://ats.blackgold.org>]
 - a. Departmental Resources
 - i. Circulation - ATS Checkout & Renewal Statistics – August 2022
 - ii. Cataloging – August 2022
 - iii. Hoopla Recap – August 2022
6. **STATE LIBRARY REPORT** – September Report – Bev Schwartz
7. **NEW BUSINESS**
 - a. *M* – ***Evaluation of mobile apps** – The libraries have all viewed both Capira v3 and myLibro demos. The ATS Ops Committee has compared and discussed both products and want our patrons to experience the features that they offer. And is recommending to the Admin Council that Black Gold continue with Capira and upgrade the app to Capira v3. (*page 11*)
 - b. *M* – **Delivery to SLO and SB** – Admin Council had previously agreed to make once-a-month stops to SLO and SB for three months to return materials to their home libraries. September was the third month of delivery. Does Council see a need to continue having a monthly deliver? If yes, how long would they like to continue?
 - c. *M* – ***Review JPA/Bylaws** – Council needs to begin the process of reviewing the current JPA and Bylaws to bring them up-to-date and make any changes needed for the benefit of the Cooperative and its members.
 - i. First Draft Proposal (*page 13*)
 - ii. Signed JPA agreement (*page 20*)
 - iii. Bylaws (*page 43*)
 - iv. Admin Regs (*page 54*)

Black Gold Cooperative Library System Administrative Council

- d. *M* - Decide to hold a (AB 361) virtual meeting as allowed by Gov. Code § 54953 (e) (1) option C which states: The legislative body holds a meeting during **a proclaimed state of emergency** and **has determined**, by majority vote, pursuant to subparagraph (B) that, **as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees.**
8. **BLACK GOLD OPERATIONS DIRECTOR REPORT**
9. **OPPORTUNITIES FOR COLLABORATION/NEW SERVICES**
10. **ROUNDTABLE** – Remarks by Library Directors
11. *M* – **ADJOURNMENT**

Distribution - Email notice of web-posted agenda to Ned Branch, SP; Sarah Bleyl, LM; Dawn Jackson, SM; Angelica Fortin, PR; Allison Gray, GV; Jody Thomas, CC; Glynis Fitzgerald, BG.



ADMINISTRATIVE COUNCIL MINUTES
Friday, August 19, 2022, at 10:00 a.m.
Grossman Gallery- Lompoc Public Library
Presiding: FY 2022/23 Chair Allison Gray, GO

Attending: Ned Branch, SP; Sarah Bleyl, LM; Dawn Jackson, SM; Angelica Fortin, PR; Jody Thomas, CC; Allison Gray, GO; Bev Schwartzberg, State Library; Glynis Fitzgerald, BG, Kristina Uvalle, BG.

1. **10:00a.m. CALL TO ORDER**
2. **M - ADOPTION OF AGENDA** 1st AF/2nd NB. Roll call: SP – yes, LM – yes, SM – yes, PR- yes. CC – yes, GO – yes. Approved.
3. **PUBLIC TESTIMONY - N/A**
4. **M - CONSENT CALENDAR**
 - a. *Administrative Council Minutes – 07.22.22
 - b. * Financial Reports – April 2022, May 2022, June 20221st NB/2nd SJB. Roll call: SP – yes, LM – yes, SM – yes, PR- yes. CC – yes, GO – yes. Approved.
5. **AUXILIARY RECEIVE AND FILE** — [posted @ <http://ats.blackgold.org>]
 - a. Departmental Resources
 - i. Circulation - ATS Checkout & Renewal Statistics – July 2022
 - ii. Cataloging – July 2022
 - iii. Hoopla Recap – July 2022
6. **STATE LIBRARY REPORT – August Report** – available on the ATS website
7. **OLD BUSINESS**
 - a. **M - *Pension Liability Payment** – Discuss the proposed reallocation of departed member's unpaid UAL for FY22-23. Review with Directors the possibility of making the unpaid portion of the unfunded liability into a reimbursable divided amongst the current jurisdictions.

GF (BG) reported that currently the unfunded liability has been paid, and that SLO and SB's share was paid out of reserves. AG (GO) stated that her city cannot reimburse reserves with this year's budget. They insist on pursuing SB and SLO to pay their portion of the liability. SJB (LM) stated that her city is good either way. She did email both George and Ryder at SB County to update them on the situation. Ryder contacted Glynis for details and thinks that SB and SLO both have an obligation to pay. GF (BG) is in contact with Jorge Luna who is an attorney familiar with pension liability issues. He is going to do some research but stated that the statute of limitations will probably exclude Ventura and Thousand Oaks. However, CalPERS could possibly hold them liable down the road. NB (SP) is in contact with Assemblyman Bennett's office to pursue possible legislation in the new session. AF (PR), DJ (SM), NB (SP) are willing to either pay from reserves or as a reimbursable. GF (BG) stated she will review the Bylaws to see if there is a minimum needed to carry in the reserves.

A motion was made to defer a decision until December to gather more information on the impact this will have on reserves and next year's budget.

1st AF/2nd SJB. Roll call: SP – yes, LM – yes, SM – yes, PR- yes. CC – yes, GO – yes. Approved.

8. **NEW BUSINESS**
 - a. **M - Operations Director Review-** Operations Director did not get a performance review last year and has not received the next salary step for FY 2021-22. Council suggested skipping the FY2021-22 review and proceed with the FY 2022-23 on schedule and the step increase retroactively for the FY 2021-22.

A motion was made to approve the step increase and pay retroactively for the Director of

Operations and to schedule one review to cover the 2021 and 2022 employment dates.

1st AF/2nd SJB. Roll call: SP – yes, LM – yes, SM – yes, PR- yes. CC – yes, GO – yes. Approved.

- b. **M – **Surplus Items Disposal** – A list of items from the BG office for potential disposal with approval from the Council. This is the first step in reducing the current office space from two suites to one.

A motion was made to make the list presented to Council as surplus and be disposed by the Director of Operations as needed.

1st SJB/2nd NB. Roll call: SP – yes, LM – yes, SM – yes, PR- yes. CC – yes, GO – yes. Approved.

- c. **M – *Discuss the Advantage Plus plan for OverDrive--** Decide if Black Gold will activate Advantage Plus and member libraries share some of their Advantage collections. This option was discussed by the ATS committee and determined to be a good option to enhance the Black Gold OverDrive collection.

A motion was made to move forward with the Advantage Plus plan for Overdrive. Details to be worked out by the RAS Committee.

1st NB/2nd DJ. Roll call: SP – yes, LM – yes, SM – yes, PR- yes. CC – yes, GO – yes. Approved.

ACTION ITEM: GF (BG) to check how Advantage Plus works with SORA.

- d. **M -** Decide to hold a (AB 361) virtual meeting as allowed by Gov. Code § 54953 (e) (1) option C which states: The legislative body holds a meeting during **a proclaimed state of emergency and has determined**, by majority vote, pursuant to subparagraph (B) that, **as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees.**

1st AF/2nd NB. Roll call: SP – yes, LM – yes, SM – yes, PR- yes. CC – yes, GO – yes. Approved.

9. **BLACK GOLD OPERATIONS DIRECTOR REPORT**

GF (BG) reported that we are making progress with Bywater concerning the EDI setup in Koha but are still running into issues. Some of which have to do with problems that Baker & Taylor have been having with their email server.

Circ reports are not available as yet. There was an error with someone logging in under the BG sign in instead of their own library. Reports will be sent once we determine where the circ stats under BG need to be assigned.

NY Times will be accessible for 72 hours starting August 22nd.

Gary Shaffer from SCLC contacted Glynis to see if she would be interested in doing their accounting. Both their interim director and their controller have left, and they need help handling reports for five systems. Glynis declined but did offer to help with the interview process for the new controller.

The Early Learning Hub grant is scheduled to roll out at the end of August.

Audits are scheduled to start in September.

ACTION ITEM(S): GF ((BG) to have a checklist for the JPA review ready for the September meeting.

GF (BG) to investigate purchasing an external mic to allow a call-in option for future council meetings.

10. **OPPORTUNITIES FOR COLLABORATION/NEW SERVICES – N/A**

11. **ROUNDTABLE – N/A**

12. **M – ADJOURNMENT at 11:57 a.m.**

1st AF/2nd NB. Roll call: SP – yes, LM – yes, SM – yes, PR- yes. CC – yes, GO – yes. Approved.

July 2022

Black Gold Cooperative Library
NON-OWNED ITEMS CIRCULATED

Owning Library

CIRC LIB	CC	GBV	GL	GO	GS	GU	GY	LC	LM	LV	MA	MB	MC	MG	MM	MO	PR	PRS	SP	Total	Borrowed	
CC	0	1	0	122	10	11	0	0	38	7	3	0	2	6	67	13	45	1	110	436	436	
GBV	2	0	0	64	8	13	1	86	0	11	3	1	0	1	0	21	2	9	0	4	140	54
GL	0	0	0	0	1	0	0	1	0	0	0	0	0	0	1	0	0	0	1	3	2	
GO	65	24	3	0	207	175	5	414	0	294	73	28	12	14	23	447	90	331	6	495	2292	1878
GS	6	2	1	152	0	25	0	180	0	53	8	4	1	3	5	78	42	55	0	106	541	361
GU	3	1	0	87	13	0	1	102	0	29	6	3	2	1	4	58	18	48	0	80	354	252
GY	0	0	0	3	10	0	0	13	0	0	0	0	0	0	1	0	0	0	0	0	14	1
		27	4	306	239	213	7															
LC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LM	13	1	0	94	13	21	0	45	0	50	95	4	4	5	9	189	24	61	0	144	677	582
LV	5	0	0	20	5	2	0	1	35	0	36	0	0	6	1	28	3	11	2	30	149	113
								46	35	50												
MA	0	0	0	5	1	0	0	0	4	0	0	1	0	0	16	6	23	2	0	9	44	21
MB	0	0	0	1	0	0	0	0	6	0	0	0	0	0	10	1	11	0	0	1	19	8
MC	1	0	0	7	2	0	0	0	2	0	0	0	0	1	36	7	44	4	0	7	67	23
MG	1	0	1	6	3	4	0	0	5	2	1	1	0	0	29	10	41	14	0	4	81	40
MM	19	1	0	192	46	45	0	0	124	23	25	38	24	55	0	2911	3053	241	3	230	3977	924
MO	1	0	1	7	2	4	0	0	7	0	1	1	3	1	55	0	61	16	0	5	104	43
											27	41	27	57	146	2935						
PR	11	2	0	119	33	21	0	0	71	18	8	0	7	6	279	41	0	17	17	157	790	773
PRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
																	0	17				
SP	4	2	0	56	6	9	0	0	12	6	2	1	5	2	43	8	39	5	0	200	200	
	131	34	6	935	360	330	7	46	691	196	80	61	71	113	1358	3176	876	34	1383	9888	5711	
LENT	131	7	2	629	121	117	0	0	656	146	53	20	44	56	1212	241	876	17	1383	5711		

CIRC LIB = Borrowing Library
OWNING LIBRARY = Lending Library

Black Gold Cooperative Library
Non-Owned Items Circulated
CIRC LIB
Calculated from July 2022 Statistics

		Books Borrowed	Books Lent	% of Books Borrowed	% of Books Lent	Net -- Lent less Borrowed
Santa Barbara Carpinteria	bc	436	131	7.63%	2.29%	(305)
Goleta Book Van	gbv	54	7	0.95%	0.12%	(47)
Goleta Los Olivos	gl	2	2	0.04%	0.04%	0
Goleta Valley Library	go	1878	629	32.88%	11.01%	(1,249)
Goleta Solvang	gs	361	121	6.32%	2.12%	(240)
Goleta Buellton	gu	252	117	4.41%	2.05%	(135)
Goleta Santa Ynez	gy	1	0	0.02%	0.00%	(1)
		<u>2548</u>	<u>876</u>	<u>43.67%</u>	<u>15.22%</u>	<u>(1,672)</u>
Lompoc Charlotte's Web	lc	0	0	0.00%	0.00%	0
Lompoc Main	lm	582	656	10.19%	11.49%	74
Lompoc Village	lv	113	146	1.98%	2.56%	33
		<u>695</u>	<u>802</u>	<u>12.17%</u>	<u>14.04%</u>	<u>107</u>
Santa Maria Los Alamos	ma	21	53	0.37%	0.93%	32
Santa Maria Bookmobile	mb	8	20	0.14%	0.35%	12
Santa Maria Cuyama	mc	23	44	0.40%	0.77%	21
Santa Maria Guadalupe	mg	40	56	0.70%	0.98%	16
Santa Maria Main	mm	924	1,212	16.18%	21.22%	288
Santa Maria Orcutt	mo	43	241	0.75%	4.22%	198
		<u>1,059</u>	<u>1,626</u>	<u>18.54%</u>	<u>28.47%</u>	<u>567</u>
Paso Robles	pr	773	876	13.54%	15.34%	103
Paso Robles Study Center	ps	0	17	0.00%	0.30%	17
		<u>773</u>	<u>893</u>	<u>13.54%</u>	<u>15.64%</u>	<u>120</u>
Santa Paula	sp	200	1,383	3.50%	24.22%	1,183
Net of interbranch		<u>5,711</u>	<u>5,711</u>	<u>100%</u>	<u>100%</u>	<u>0</u>
						0

Black Gold Cooperative Library
SUMMARY OF NON-OWNED ITEMS CIRCULATED
Net (Borrowed)/Lent based on Monthly Circ Reports
Aug 2021 - July 2022

		Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Total
Santa Barbara Carpinteria	bc	(292)	(339)	(417)	(318)	(256)	(424)	(182)	(131)	(180)	(315)	(321)	(305)	(3,480)
Goleta Book Van	gbv	0	1	(9)	(19)	(29)	(62)	(54)	(58)	(39)	(46)	(72)	(47)	(434)
Goleta Los Olivos	gl	0	0	0	0	0	0	0	0	0	0	1	0	1
Goleta Valley Library	go	(802)	(1,107)	(870)	(1,021)	(997)	(1,382)	(1,571)	(1,137)	(814)	(1,166)	(1,249)	(1,249)	(13,365)
Goleta Solvang	gs	(138)	(250)	(242)	(214)	(223)	(277)	(258)	(326)	(215)	(240)	(225)	(240)	(2,848)
Goleta Buellton	gu	121	133	195	192	83	1	40	(28)	(35)	(121)	(29)	(135)	417
Goleta Santa Ynez	gy	0	0	0	0	0	0	0	1	1	0	0	(1)	1
		(819)	(1,223)	(926)	(1,062)	(1,166)	(1,720)	(1,843)	(1,548)	(1,102)	(1,573)	(1,574)	(1,672)	(16,228)
Lompoc Charlotte's Web	lc	(3)	(1)	(1)	0	(2)	0	2	(1)	(1)	0	0	0	(7)
Lompoc Main	lm	35	253	235	127	337	111	98	101	41	114	120	74	1,646
Lompoc Village	lv	(59)	(44)	(41)	(94)	(21)	(31)	(22)	5	(61)	5	46	33	(284)
		(27)	208	193	33	314	80	78	105	(21)	119	166	107	1,355
Santa Maria Los Alamos	ma	62	43	55	34	39	38	27	4	8	44	41	32	427
Santa Maria Bookmobile	mb	(41)	(43)	(46)	(10)	(22)	(18)	(7)	0	3	(2)	(7)	12	(181)
Santa Maria Cuyama	mc	25	18	14	(7)	15	17	3	(12)	(4)	24	31	21	145
Santa Maria Guadalupe	mg	55	1	56	57	58	58	41	(7)	26	42	10	16	413
Santa Maria Main	mm	2,515	2,600	2,523	2,135	1,804	2,405	1,559	408	431	322	183	288	17,173
Santa Maria Orcutt	mo	344	448	330	314	244	322	246	(10)	43	204	206	198	2,889
		2,960	3,067	2,932	2,523	2,138	2,822	1,869	383	507	634	464	567	20,866
Paso Robles	pr	886	999	1,294	1,033	864	845	240	(336)	109	165	215	103	6,417
Paso Robles Study Center	ps	26	20	27	21	20	14	18	18	6	5	18	17	210
		912	1,019	1,321	1,054	884	859	258	(318)	115	170	233	120	6,627
Santa Paula	sp	1,812	1,877	2,033	1,715	1,357	1,626	1,134	607	502	965	1,032	1,183	15,843
Net of interbranch		4,546	4,609	5,136	3,945	3,271	3,243	1,314	(902)	(179)	0	0	0	24,983

NOTE: During the prior 12 month period, this was the net amount lent by BG libraries to the departed members

24,983

August 2022

Black Gold Cooperative Library
NON-OWNED ITEMS CIRCULATED

Owning Library

Circ Library	CC	GBV	GL	GO	GS	GU	GY	LC	LM	LV	MA	MB	MC	MG	MM	MO	PR	PRS	SP	Total	Total Borrowed	
CC	0	3	0	98	11	9	0	0	39	10	8	2	1	3	48	16	54	1	157	460	460	
GBV	6	0	0	92	6	15	0	113	8	7	1	1	0	0	20	2	4	0	10	172	59	
GL	0	0	0	3	0	0	0	3	0	0	0	0	0	0	1	0	0	0	1	5	2	
GO	126	20	3	0	234	204	1	462	290	57	18	9	14	21	434	77	315	7	568	2398	1936	
GS	15	6	0	160	0	22	0	188	43	13	3	1	4	4	69	25	55	3	109	532	344	
GU	23	5	0	88	17	0	0	110	29	5	4	2	1	2	70	24	63	0	88	421	311	
GY	0	0	0	0	4	0	0	4	0	0	0	0	0	0	0	0	0	0	0	4	0	
		31	3	343	261	241	1															
LC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
LM	24	4	0	120	20	33	0	25	0	64	89	8	3	5	7	262	135	0	183	923	834	
LV	11	0	0	17	3	10	0	0	28	0	28	0	4	1	13	7	11	2	27	134	106	
								25	28	64												
MA	0	0	0	6	3	2	0	0	2	0	0	0	0	1	8	3	12	6	0	10	41	29
MB	2	1	0	4	2	1	0	0	4	0	0	0	0	0	8	0	8	1	0	1	24	16
MC	6	0	0	4	0	4	0	0	2	1	6	1	0	1	28	5	41	2	0	4	64	23
MG	3	0	0	6	0	1	0	0	2	1	2	1	1	0	23	16	43	9	0	6	71	28
MM	47	1	0	200	39	44	0	0	135	24	26	35	17	35	0	3015	3128	221	4	217	4060	932
MO	0	0	0	10	0	6	0	0	8	1	5	0	3	2	29	0	39	9	0	6	79	40
											39	37	21	39	96	3039						
PR	44	3	1	97	30	28	0	0	61	14	11	2	1	4	290	42	0	11	11	151	790	779
PRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
																	0	11				
SP	22	2	0	67	9	10	0	0	14	5	3	1	0	1	37	4	43	2	0	220	220	
Total Lent	329	45	4	972	378	389	1	25	665	202	95	58	51	82	1340	3266	928	30	1538	10398	6119	
Total Lent	329	14	1	629	117	148	0	0	637	138	56	21	30	43	1244	227	928	19	1538	6119		

CIRC LIB = Borrowing Library

OWNING LIBRARY = Loaning Library

Black Gold Cooperative Library
Non-Owned Items Circulated
CIRC LIB
Calculated from July 2022 Statistics

		Books Borrowed	Books Lent	% of Books Borrowed	% of Books Lent	Net -- Lent less Borrowed
Santa Barbara Carpinteria	bc	460	329	7.52%	5.38%	(131)
Goleta Book Van	gbv	59	14	0.96%	0.23%	(45)
Goleta Los Olivos	gl	2	1	0.03%	0.02%	(1)
Goleta Valley Library	go	1936	629	31.64%	10.28%	(1,307)
Goleta Solvang	gs	344	117	5.62%	1.91%	(227)
Goleta Buellton	gu	311	148	5.08%	2.42%	(163)
Goleta Santa Ynez	gy	0	0	0.00%	0.00%	0
		<u>2652</u>	<u>909</u>	<u>42.38%</u>	<u>14.63%</u>	<u>(1,743)</u>
Lompoc Charlotte's Web	lc	0	0	0.00%	0.00%	0
Lompoc Main	lm	834	637	13.63%	10.41%	(197)
Lompoc Village	lv	106	138	1.73%	2.26%	32
		<u>940</u>	<u>775</u>	<u>15.36%</u>	<u>12.67%</u>	<u>(165)</u>
Santa Maria Los Alamos	ma	29	56	0.47%	0.92%	27
Santa Maria Bookmobile	mb	16	21	0.26%	0.34%	5
Santa Maria Cuyama	mc	23	30	0.38%	0.49%	7
Santa Maria Guadalupe	mg	28	43	0.46%	0.70%	15
Santa Maria Main	mm	932	1,244	15.23%	20.33%	312
Santa Maria Orcutt	mo	40	227	0.65%	3.71%	187
		<u>1,068</u>	<u>1,621</u>	<u>17.45%</u>	<u>26.49%</u>	<u>553</u>
Paso Robles	pr	779	928	12.73%	15.17%	149
Paso Robles Study Center	ps	0	19	0.00%	0.31%	19
		<u>779</u>	<u>947</u>	<u>12.73%</u>	<u>15.48%</u>	<u>168</u>
Santa Paula	sp	220	1,538	3.60%	25.13%	1,318
Net of interbranch		<u>6,119</u>	<u>6,119</u>	<u>100%</u>	<u>100%</u>	<u>0</u>
						0

Black Gold Cooperative Library
SUMMARY OF NON-OWNED ITEMS CIRCULATED
Net (Borrowed)/Lent based on Monthly Circ Reports
Sept 2021 - Aug 2022

		Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Total
Santa Barbara Carpinteria	bc	(339)	(417)	(318)	(256)	(424)	(182)	(131)	(180)	(315)	(321)	(305)	(131)	(3,319)
Goleta Book Van	gbv	1	(9)	(19)	(29)	(62)	(54)	(58)	(39)	(46)	(72)	(47)	(45)	(479)
Goleta Los Olivos	gl	0	0	0	0	0	0	0	0	0	1	0	(1)	0
Goleta Valley Library	go	(1,107)	(870)	(1,021)	(997)	(1,382)	(1,571)	(1,137)	(814)	(1,166)	(1,249)	(1,249)	(1,307)	(13,870)
Goleta Solvang	gs	(250)	(242)	(214)	(223)	(277)	(258)	(326)	(215)	(240)	(225)	(240)	(227)	(2,937)
Goleta Buellton	gu	133	195	192	83	1	40	(28)	(35)	(121)	(29)	(135)	(163)	133
Goleta Santa Ynez	gy	0	0	0	0	0	0	1	1	0	0	(1)	0	1
		(1,223)	(926)	(1,062)	(1,166)	(1,720)	(1,843)	(1,548)	(1,102)	(1,573)	(1,574)	(1,672)	(1,743)	(17,152)
Lompoc Charlotte's Web	lc	(1)	(1)	0	(2)	0	2	(1)	(1)	0	0	0	0	(4)
Lompoc Main	lm	253	235	127	337	111	98	101	41	114	120	74	(197)	1,414
Lompoc Village	lv	(44)	(41)	(94)	(21)	(31)	(22)	5	(61)	5	46	33	32	(193)
		208	193	33	314	80	78	105	(21)	119	166	107	(165)	1,217
Santa Maria Los Alamos	ma	43	55	34	39	38	27	4	8	44	41	32	27	392
Santa Maria Bookmobile	mb	(43)	(46)	(10)	(22)	(18)	(7)	0	3	(2)	(7)	12	5	(135)
Santa Maria Cuyama	mc	18	14	(7)	15	17	3	(12)	(4)	24	31	21	7	127
Santa Maria Guadalupe	mg	1	56	57	58	58	41	(7)	26	42	10	16	15	373
Santa Maria Main	mm	2,600	2,523	2,135	1,804	2,405	1,559	408	431	322	183	288	312	14,970
Santa Maria Orcutt	mo	448	330	314	244	322	246	(10)	43	204	206	198	187	2,732
		3,067	2,932	2,523	2,138	2,822	1,869	383	507	634	464	567	553	18,459
Paso Robles	pr	999	1,294	1,033	864	845	240	(336)	109	165	215	103	149	5,680
Paso Robles Study Center	ps	20	27	21	20	14	18	18	6	5	18	17	19	203
		1,019	1,321	1,054	884	859	258	(318)	115	170	233	120	168	5,883
Santa Paula	sp	1,877	2,033	1,715	1,357	1,626	1,134	607	502	965	1,032	1,183	1,318	15,349
Net of interbranch		4,609	5,136	3,945	3,271	3,243	1,314	(902)	(179)	0	0	0	0	20,437

NOTE: During the prior 12 month period, this was the net amount lent by BG libraries to the departed members

20,437

MEETING DATE:	September 16, 2022	ESTIMATED TIME FOR ITEM:	
TITLE OF ITEM:	Mobile App – Capira or myLibro	PRIORITY LEVEL: (1-Low 3 – High)	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3
SUBMITTED BY:	Glynis Fitzgerald		
TYPE OF ITEM:	<input type="checkbox"/> For Discussion <input checked="" type="checkbox"/> For Decision/Request Motion <input type="checkbox"/> Other: _____		
BACKGROUND STATEMENT			
BACKGROUND: <i>Describe why you are bringing this item before council. What problem are you trying to solve? List information that would be helpful for decision making such as committee recommendations, pros/cons.</i>	<p>The libraries have all viewed both Capira v3 and myLibro demo's. The Capira v3 product has the features comparable to myLibro Digital. The ATS/Ops Committee has compared and discussed both products and want our patrons to experience the features that they offer.</p> <p>The committee has recommended to the Admin Council that Black Gold continue with Capira and upgrade the app to Capira v3. They have told us that we can be slated for a Feb-March 2023 migration date.</p> <p>The committee discussed that this upgrade would not disrupt the patrons' use of the app, whereas a change to myLibro would be disruptive and confusing. The committee expressed that there have been so many changes in the last year for patrons and want to avoid yet another change.</p> <p>On the next page you will see a cost comparison of the two products. Capira v3 is substantially less costly than myLibro Digital.</p>		
OUTCOME(S)			
DESIRED OUTCOME(S): <i>Describe your desired outcome(s)</i>	The group needs to make a decision between the two products. For cost savings and patron experience as well as staff training time, Capira v3 seems to be the better choice.		
OTHER COMMENTS:			

Capira v3 vs myLibro
Cost Comparison

Library	CapiraMobile V3	If all member libraries want to contract for MyLibro, then we would get a 20% Group Discount, and each library's share would be based on the Contribution formula. ----->>>	myLibro Digital
	based on Contribution Formula		based on Contribution Formula
Goleta Valley	\$ 2,417		\$ 4,181
Lompoc	\$ 1,390		\$ 2,404
Santa Maria	\$ 3,159		\$ 5,464
Paso Robles	\$ 1,139		\$ 1,971
Santa Paula	\$ 863		\$ 1,492
Carpinteria	\$ 624		\$ 1,080
Total	\$ 9,592		\$ 16,592

		myLibro		
		Starter	Digital	All Access
		-----	Quoted	-----
	GOL	\$ 3,245	\$ 3,685	\$ 4,125
If individual libraries wished to contract for my Libro seperately, then these prices would apply ----->>>	LOM	\$ 2,400	\$ 2,900	\$ 3,400
	SM	\$ 3,000	\$ 3,450	\$ 3,900
	PR	\$ 2,750	\$ 3,300	\$ 3,850
	SP	\$ 2,100	\$ 2,550	\$ 2,925
	CC	\$ 2,100	\$ 2,550	\$ 2,925
	List Price	\$ 15,595	\$ 18,435	\$ 21,125
Group Discount	10%	\$ 14,036	\$ 16,592	\$ 19,013
August Close Disc.	20%	\$ 12,476	\$ 14,748	\$ 16,900

Group Discount applies if all libraries participate. Libraries will be set up with their own individual mobile experience.

August Close Discount applies if agreement is signed no later than 8/31/22

myLIBRO Starter...includes ILS Connection for search/hold/renew & account management, Full Scheduling Features for library appointments, Blogs, Notification System & Social Media Channel Connections

myLIBRO Digital...includes all features in Starter Package plus events/program calendar connection, Overdrive/CloudLibrary audio & eBook connection

myLIBRO Full Access...includes all of the above plus Live Chat, Self Check and all other features as added during the subscription period

**THE AMENDED JOINT POWERS AGREEMENT
OF THE BLACK GOLD COOPERATIVE LIBRARY SYSTEM**

[JAS Note: Language which the statute explicitly requires be in the JPA Agreement is highlighted in yellow. Language which the statute suggests being included is highlighted in red. The balance of the text is both what I have found typical for such agreements and/or seems advisable given the circumstances at BGCLS.]

THIS AGREEMENT is made and entered into this ____ day of _____, by and between the undersigned signatories' representative for each County, City and Special District as a Member of the Black Gold Cooperative Library System (each such entity hereinafter referred to as a "Member").

WITNESSETH

WHEREAS, the MEMBERS, or some of them, having previously entered into an agreement effective July 1, 1975 to form, and having thereby formed, the Black Gold Cooperative Library System, as a separate joint powers agency, which 1975 Agreement was superseded by an amended joint powers agency agreement dated October 1, 1984 (hereinafter, "the 1984 Agreement"); and

WHEREAS, due to amendments to applicable laws found in the California Library Services Act (Education Code section 18700 et seq.) and the Joint Exercise of Powers Act (Government Code section 6500 et. seq.) as well as other changes the Members deem it advisable to amend and restate the 1984 Agreement.

NOW THEREFOR IT IS HEREBY AGREED BY THE MEMBERS AS FOLLOWS, effective the date first signed by any two Members hereto:

1. NAME AND POWERS

- A. Pursuant to Government Code section 6507 the Members hereby create a separate public entity to administer this Agreement. The official name of the entity shall be the Black Gold Cooperative Library System, also referred to herein as "the Agency."

The Agency shall have all the powers granted to such library systems under the Government and Education Codes of the State of California and such other powers as may be necessary to accomplish the purpose of this Agreement, including, without limitation, to make and enter contracts, to employ agents or employees, to contract for legal services, to acquire, hold or dispose of property, and to sue or be sued on its own name and any other power provided by Government Code section 6508. *[JAS Note: The JPA law at Section 6509 requires that "Such power is subject to the restrictions upon the manner of exercising the power of one of the contracting parties, which party shall be designated by the agreement." As a practical matter you will want to designate the member which has the broadest general authorities, such as a county or city.] Pursuant to Government Code section 6509 the exercising of these powers*

by the Agency is subject to the same restrictions on exercising such powers governing the _____.

- B. The execution of this Agreement makes inoperative, and revokes, the 1984 Agreement, which this Agreement shall supersede. All other previous agreements between the Agency and the Members are hereby revoked. Provided, however, the policies, rules, regulations and decisions of the Council duly adopted prior to the formation of this Agreement and which are not in conflict with a provision hereof shall remain in effect until modified or revoked by the Council formed hereunder.

2. PURPOSE *[JAS Note: Government Code section 6503 provides: The agreements shall state the purpose of the agreement or the power to be exercised. They shall provide for the method by which the purpose will be accomplished or the manner in which the power will be exercised.]*

- A. The purpose of this Agreement is to provide for the exercise of the common power of each of the Members hereto to provide library services, through an existing and separate public agency known as Black Gold Cooperative Library System which shall be responsible for administering this Agreement. 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, §18700 *et. seq.*), hereinafter referred to as "Library Services Act", and in such a 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 Agreement 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. This Agency 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, held by its members, and those powers designated in Government Code section 6508, and as more specifically set forth herein.
- B. It is further intended by the Members hereto that a purpose of their entering into this Agreement is to enjoy the joint sharing of benefits and costs in any and all activities the Agency is authorized to undertake including, without limitation, system-wide activities.
- C. The Members shall have equal access to the full range of services available from the Agency and jointly make decisions regarding the implementation and management of the Agency, in accordance with the terms of this Agreement, to the maximum extent provided by law.

3. ADMINISTRATIVE COUNCIL

The Administrative Council (hereinafter referred to as "Council") is the governing body

of the Agency. The powers, composition, duties, officers, activities, and procedures for conducting the business of the Council shall be established herein and in the Bylaws of the Agency, supplemented by the current version of Roberts Rules of Order. All meetings of the Administrative Council shall comply with the Brown Act, Government Code section 54950 et seq. The Administrative Council shall have the power to interpret and implement this Agreement and the Bylaws and, upon majority approval of the Members at a Council meeting, to adopt rules and regulations concerning the business of the Agency which, upon adoption, shall govern. Unless the Council designates otherwise the Agency's fiscal year shall be July 1 to June 30 of each year. The Council shall maintain a current inventory of the property owned by the Agency and provide for an annual audit of the accounts and records of the Agency by a certified public accountant or public accountant. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to generally accepted auditing standards.

4. BYLAWS

The Agency shall operate pursuant to the Bylaws, a copy of which is attached to this Agreement as Exhibit A, and which must be adopted by each Member upon the Member's adoption of this Agreement. Provided, this Agreement shall control, in the event of any inconsistency between it and the Bylaws.

5. TREASURER/FISCAL AGENT

Pursuant to Government Code section 6505.5, the Treasurer of _____ (Member) is designated as the Treasurer of this agency. *[JAS Note: Section 6505.6 gives us the option of using an Agency employee(s) to perform Treasurer/auditor functions. If you decide to take that path we will need to modify some of the language in this paragraph.]*

The Treasurer shall have charge of, handle and have access to the funds and other property of this agency and shall file an official bond in the amount to be determined by the Members. There shall be strict accountability of all funds and reports of all receipts and disbursements. The Treasurer shall also perform the functions of Controller and Auditor. The Treasurer shall do all of the following:

- (a) Receive and receipt for all money of this agency and place it in the treasury so designated to the credit of this agency.
- (b) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all agency money so held by him or her.
- (c) Pay, when due, out of money of the agency or entity held by him or her, all sums payable on outstanding bonds and coupons of this agency.
- (d) Pay any other sums due from the agency from agency money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller who has been designated by the agreement.
- (e) Verify and report in writing on the first day of July, October, January, and April of each year to the agency or entity and to the contracting parties to the agreement the amount of money he or she holds for the agency or entity, the amount of receipts since his or her last report, and the amount paid out since his or her last report.

(f) Any costs of audit, including contracts with, or employment of certified public accountants or public accountants, in making an audit pursuant to applicable legal requirements shall be borne by this Agency and shall be a charge against any unencumbered funds of this Agency available for the purpose.

The Member governing body employing the Treasurer shall determine charges to be made against this Agency for her or his services of treasurer and auditor.

6. RESPONSIBILITIES OF MEMBERS

Members of the Agency agree to:

- A. Fully participate in the Agency's programs, including in those which are required by the California Library Services Act.
- B. Pay all monies owed to the Agency when due, including annual membership fees determined by the Council.
- C. Regularly participate in the meetings and deliberations of the Council.

A Member's failure to comply with these provisions, the Bylaws, and/or the rules and regulations adopted by the Council will constitute a breach of this Agreement and shall be subject to the remedial provisions of the Agreement.

7. MANAGEMENT AND CONTROL OF INDIVIDUAL LIBRARIES' PROPERTY AND ASSETS

Except as to Member participation in Agency system wide programs, which is required, nothing herein shall limit the right of members to administer, manage, direct and control their own 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 joint powers agreements, bylaws and their governing bodies. Nothing contained herein shall operate or be interpreted as a pledge by members of their own assets or property to the Agency.

8. RESPONSIBILITY FOR DEBTS OF AGENCY

Except as required by Government Code section 6508.1, the debts and liabilities of the Agency shall not by virtue of this Agreement become the debts and liabilities of Members other than as provided under section 14.

9. COST ALLOCATION PLAN

The Council shall determine the annual membership fee which shall be contributed by each participating Member for the operation of the activities and programs of the Agency. Each Member's fee shall be according to a formula, which the Council determines to be fair and equitable. This formula shall be reviewed annually. Exhibit B, attached hereto and made a part hereof, is the existing formula, which shall be used until modified or amended by the Council.

10. CORRECTIVE AND REMEDIAL MEASURES

Whenever a majority of the Council by resolution determines that a Member has committed a remediable breach of any material obligation set forth in this Agreement, the Bylaws, or in rules and regulations adopted by the Council, the Council may give the Member written notice to that effect with reasonable specificity. The Member shall use its best efforts to promptly remedy the breach and shall inform the Council of such efforts. When a breach is not remedied within thirty (30) days after notice to the Member, the Council may seek relief under Section 12.

11. APPLICABLE LAW

This Agreement shall be governed by, subject to, and construed according to the laws of the State of California.

12. DISPUTE RESOLUTION PROCEDURE

If any Member considers that any act or decision by the Agency is unfair and injurious to it, or if the Council determines that a member's material breach has not been remedied, the process for resolving disputes will be mediation, then if necessary, binding arbitration pursuant to Code of Civil Procedure section 1280 *et. seq.*, with each side to bear its own attorney's fees but with the non-prevailing member to pay the arbitrator's fees. If mediation does resolve the dispute, each side will share expenses for mediation equally.

13. ADMISSION OF NEW MEMBERS

Any California Public Library may join this Agency upon the application of its governing body and upon the consent of the Council, provided that the applicant's governing body has by duly adopted resolution agreed to abide by all the terms of this Joint Powers Agreement and Bylaws. The Council shall prescribe the amount of money, if any, that shall be paid by the new agency as a prerequisite to it becoming a participant.

14. MUTUAL HOLD HARMLESS AND INDEMNIFICATION

It is agreed that each Member hereto shall defend, hold harmless and indemnify the Agency and its officers, agents and/or employees from any and all claims for injuries to persons or damage to property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of such Member, its officers, agents and/or employees, except to the extent the Agency has insurance indemnifying it from such claim or injury.

It is further agreed that the Agency shall defend, hold harmless and indemnify any Member, its officers, agents and/or employees from any and all claims for injuries to persons or damage to property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of the Agency, its officers, agents and/or employees, except to the extent such Member has insurance indemnifying it from such claim or injury.

In the event of concurrent negligence of a Member, its officers and/or employees, and the Agency, its officers, agents and/or employees, which results in liability for any and all claims for injuries to persons or damage to property which arise out of the terms of this Agreement, such liability shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

15. AMENDMENTS

This Agreement and/or the Bylaws may be amended by approval of two-thirds of the governing bodies of the members hereto.

16. DISSOLUTION

The Agency shall be dissolved by approval of two-thirds of the governing bodies of the members hereto. Disposition of assets or debts of the Agency as determined by the Council shall be made in accordance with the process set forth in the Bylaws. **After the completion of its purpose any surplus money of the Agency on hand shall be returned to the members in proportion to the contributions they have made.** For the purposes of this Agreement the "conclusion of its purpose" shall occur upon dissolution of Agency.

17. WITHDRAWALS

Any member wishing to withdraw from this Agreement must do so effective on July 1, of the year following the giving of notice of withdrawal, provided that written notice thereof must be provided to the Council at least nine months prior to the effective date of withdrawal. Notice shall be in the form of a resolution adopted by the governing body of the member wishing to withdraw and presented in writing to the Agency. Provided, withdrawal shall not be effective until the withdrawing Member has satisfied any debts owed to Agency. Withdrawing member shall not be entitled to any refund of its contributions, nor to any share of Agency assets.

18. TERM

This Agreement shall continue perpetually until modified or terminated by the Members hereto. **Within 30 days of the effective date hereof, the Agency shall file any notices and/or other papers required by Government Code section 6503.5, 6503.6 and/or 6503.7.**

APPROVED

MEMBER

By: _____
Member Authorized Officer

Etc.

Exhibit A. Agency Bylaws

Exhibit B. Agency Cost Sharing Formula

October 1, 1984

AMENDED JOINT POWERS AGREEMENT CREATING
AS A SEPARATE LEGAL ENTITY
THE BLACK GOLD COOPERATIVE LIBRARY SYSTEM

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October 1, 1984

AMENDED JOINT POWERS AGREEMENT CREATING
AS A SEPARATE LEGAL ENTITY
THE BLACK GOLD COOPERATIVE LIBRARY SYSTEM

This Agreement is entered into by and among the County of Ventura, Santa Paula Union High School Public Library District, City of Santa Barbara, City of Lompoc, City of Santa Maria, County of San Luis Obispo, City of El Paso De Robles, and City of Thousand Oaks (hereinafter collectively "the parties"). This Agreement shall be effective October 1, 1984, provided that by said date it has been executed by not less than six of the agencies identified above.

WITNESSETH

WHEREAS, in accordance with the California Library Services Act (Education Code Sections 18700, et seq., hereinafter "Library Services Act"), the parties have established and operated a Cooperative Library System pursuant to a Joint Powers Agreement dated July 1, 1975, and prior agreements;

WHEREAS, the parties desire to continue in effect the Cooperative Library System heretofore established through the procedure of creating a public entity separate from the parties in accordance with Article 1, Chapter 5, Division 7, Title 1 of the California Government Code, and in particular Section 6507 thereof; and

WHEREAS, the parties intend that this Amended Joint Powers Agreement shall supersede and be a novation of the

October 1, 1984

Agreement of July 1, 1975;

NOW, THEREFORE, the parties do agree as follows:

1. Effect of Agreement.

This Agreement shall supersede and be a novation of the Agreement among the parties dated July 1, 1975, and entitled Joint Powers Agreement for Black Gold Cooperative Library System.

2. Purpose.

The purpose of this Amended Joint Powers Agreement is to provide for the exercise of the common power of each of the parties to provide public library services. This power shall be exercised in a manner consistent with and in furtherance of the objectives of the Library Services Act. The System shall perform cooperative library functions as necessary to fulfill this objective including, but not limited to, the following:

- (a) Receipt of monies under the Library Services Act as the same may be amended from time to time;
- (b) Receipt of such other monies and benefits as the System is eligible to receive;
- (c) Making applications and contracts for grants from public or private entities to carry out the purposes of the System;
- (d) Undertaking cooperative library projects which may be recommended by the Administrative Council of the System.

The foregoing, however, shall not be deemed to limit the extent of the powers conferred on the System. The System shall possess all the powers, preogatives and authority necessary to plan, operate, and administer a Cooperative Library System, and

October 1, 1984

those powers necessary to establish, improve, and extend library services.

Nothing contained herein shall be deemed to limit the right of the parties 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.

3. Creation of the Black Gold Cooperative Library System as a Separate Public Entity.

Pursuant to the provisions of Section 6507 of the California Government Code, the Black Gold Cooperative Library System (heretofore and hereinafter "System") is hereby established as a public entity separate from the parties to this Agreement.

4. Governing Body of System.

A. Composition of Administrative Council. The System will be governed by an Administrative Council (hereinafter "Council") consisting of the head librarian of each of the parties hereto.

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 2 hereof:

- (1) To make and enter into contracts;
- (2) To employ agents and employees;
- (3) To acquire, construct, manage, maintain or

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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 party hereto;

(6) To solicit and receive funds from any source;

The Council shall have such further powers as are common to the parties and are reasonable and necessary to effectuate the purpose of this Amended Agreement.

The Council shall have general administrative responsibility with respect to the Cooperative Library System provided for by the Library Services Act, shall adopt a System plan of services, 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 adopt by-laws or other

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rules for conducting its meetings, for the establishment of 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.

5. 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.

6. Advisory Board.

In accordance with Education Code Section 18747(b) the System shall establish an Advisory Board consisting of as many members as there are parties to this Agreement. The governing body of each party hereto shall appoint one member, from among its residents, to the Advisory Board.

Except to the extent that the law may otherwise provide, the future existence and composition of an Advisory Board shall be determined by the Council.

7. 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 powers of the Santa Paula Union High School Public

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Library District as set forth in Chapter 8, Part 11, Division 1, Title 1, Sections 19400, et seq., of the Education Code.

In the event of the withdrawal of the Santa Paula Union High School Public Library District from the System the Council shall, or in the event that said District's enabling legislation is significantly altered, the Council may select another member of the System in lieu of said District, provided that two-thirds of the remaining members of the System have consented thereto. Such consent shall be presumed in the event that a member has failed to object within thirty days of its receipt of written notice of the Council's proposed designation.

8. Funding.

Those assets identified in Exhibit "A" hereto together with a cash balance as of June 30, 1984 of \$344,877.20 in Ventura County Account No. 01620-0010 and a separate cash fund of \$100 have been acquired by the parties pursuant to the Joint Powers Agreement of July 1, 1975. Said assets, including cash, as they may be modified prior to October 1, 1984, in the ordinary course of conducting the cooperative library system provided for by said agreement are hereby transferred to the System, subject to such liens and encumbrances as may exist with respect thereto.

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

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agreed upon between the Council and the agency whose services are to be utilized.

On or before April 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 revenue.

The Council shall determine the share of the total that shall be contributed by each member agency according to a formula or formulas which it determines to be fair and equitable, considering such factors as population, number of titles added during the prior fiscal year by each party, number of volumes owned by each party, the value of services rendered, the costs of providing services and other related matters.

Said contribution shall be made in cash unless otherwise provided by the Council and agreed to by the contributing agency. Contributions shall be payable in equal installments quarterly, the first installment being due August 1 of the year for which contribution is made, or alternatively in such other manner or at such other time or times as the Council shall determine to be appropriate.

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, Sections 53600, et seq., of the Government Code.

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9. 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 in which each of the member agencies is located. 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.

10. Fiscal Year.

The System fiscal year shall be from July 1 through June 30.

11. Indemnification and Insurance.

The System shall indemnify and hold harmless each member agency, and its officers, agents and employees, from all claims, demands or liability arising out of, or encountered in connection with this Agreement and the activities conducted hereunder, and shall defend them and each of them against any claim, cause of

October 1, 1984

action, or damage resulting therefrom.

The System shall secure and keep in effect during the term of this 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 primary insureds without offset against their existing insurance, 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 primary insureds without offset against their existing insurance, with a bodily injury or death limit of ten million dollars (\$10,000,000) per occurrence combined single limit.

Certificates of insurance for the insurance required under this article shall be furnished to each member agency within 30 days of the effective date of this Agreement. Each policy of insurance shall provide for a 30 day written notice of cancellation, reduction of coverage or nonrenewal, 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.

October 1, 1984

If, notwithstanding the provisions set forth above, any party to this Agreement suffers any loss because of an injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement such loss shall be allocated among the member agencies according to the following formula:

$$L = \frac{A}{B}$$

where:

L = the fraction such loss to be borne by the party in question.

A = the population of the geographic area in which the party in question is providing library services independently of this Agreement; and

B = the population of the entire geographic area in which the System is providing library services pursuant to this Agreement.

Population and geographic areas served by a party shall be deemed to include areas served by such party pursuant to contract with a public entity not a party to this Agreement and shall be determined annually as of the commencement of the System's fiscal year in which the debt, liability, or obligation becomes due. Population shall be based upon the latest figures available from the California Department of Finance or the United States Census Bureau.

12. Additional Members.

Other public agencies may be admitted into the System provided they meet the requirements of System membership as

October 1, 1984

established by the Council and by the laws of the State of California. All such applications must be approved by all members of the Council. The governing body of any admittee shall, as a condition precedent to admission, agree to become a party to this Agreement, including such amendments as may exist at the time of admission.

13. Obligation to Accept Service.

It is understood and agreed among the parties 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.

14. 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 from the System by resolution of its governing body. Written notice of such withdrawal shall be given to the Council prior to February 1 of the calendar year in which it is to become effective and shall become effective only as of July 1 of the calendar year in which the withdrawal is made. 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 terminated by all of the remaining parties or until the withdrawal of all parties except one. In the event of ter-

October 1, 1984

mination of this 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 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.

15. Disposition of Property.

In the event of the termination of this 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. Distribution shall be made among the then member agencies in such proportion as the Council determines fairly represents each agency's financial contribution to the System.

16. Notice

Within 30 days after the effective date hereof notice of this 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 Counties of Ventura, Santa Barbara, and San Luis Obispo in compliance with Government Code Section 53051.

17. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

October 1, 1984

IN WITNESS WHEREOF the parties have executed this Agreement on the dates set forth below their respective signatures.

DATED: 11/20/84

SANTA PAULA UNION HIGH SCHOOL
PUBLIC LIBRARY DISTRICT

Donna Mae Nelson

ATTEST:

William Suching
Secretary

APPROVED:

Counsel

DATED: _____

CITY OF LOMPOC

ATTEST:

Secretary

APPROVED:

City Attorney

IN WITNESS WHEREOF the parties have executed this Agreement on the dates set forth below their respective signatures.

DATED: _____

SANTA PAULA UNION HIGH SCHOOL
PUBLIC LIBRARY DISTRICT

ATTEST:

Secretary

APPROVED:

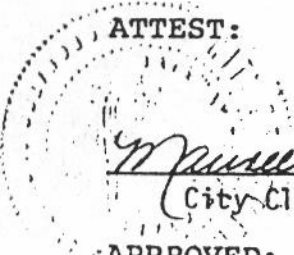
Counsel

DATED: September 24, 1984

CITY OF LOMPOC

Andrew J. ...

ATTEST:



Margaret ...

City Clerk

APPROVED:

John H. ...

City Attorney

October 1, 1984

DATED: 8-21-84

CITY OF EL PASO DE ROBLES

Lang E. Stanger

ATTEST:

John R. McCarthy
City Clerk

APPROVED:

Michael J. Kirby
City Attorney

DATED: _____

COUNTY OF SAN LUIS OBISPO

Chairman of the Board of
Supervisors

ATTEST:

Clerk of the Board
of Supervisors

APPROVED:

County Counsel

Liberty

1 A-1 through A-28

IN THE BOARD OF SUPERVISORS

COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

__Tues__ day _____ September 4 ____, 19__ 84

PRESENT: Supervisors Bill. Coy, Ruth Brackett, Jeff Jorgensen and
Chairman Jerry Diefenderfer

ABSENT: Kurt P. Kupper

In the matter of Consent Agenda:

Consent Agenda Item A-16 is continued one week. Item A-4 is amended to read bid opening date of October 1, 1984, not October 15. On motion of Supervisor Jorgensen, seconded by Supervisor Brackett and on the following roll call vote, to wit:

AYES: Supervisors Jorgensen, Brackett, Coy, Chairman Diefenderfer
NOES: None
ABSENT: Supervisor Kupper

A 26 w.b.

Consent Agenda Items A-1 through A-28 are approved as recommended by the County Administrative Officer and as amended by this Board. Item A-9 is RESOLUTION NO. 84-372. Item A-15 is RESOLUTION NO. 84-372A. Item A-21 is RESOLUTION NO. 84-373. Item A-22 is RESOLUTION NO. 84-374. Said Consent Agenda Items A-1 through A-28, as amended, are on file in the Office of the County Clerk-Recorder and are available for public inspection.

cc: Administration
9/14/84 vml

STATE OF CALIFORNIA, }
County of San Luis Obispo, } ss.

FRANCIS M. COONEY

I, _____, County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of San Luis Obispo, State of California, do

October 1, 1984

DATED: _____

CITY OF EL PASO DE ROBLES

ATTEST:

City Clerk

APPROVED:

City Attorney

DATED: _____

COUNTY OF SAN LUIS OBISPO

Henry Hester

Chairman of the Board of Supervisors

ATTEST:

[Signature]

Clerk of the Board of Supervisors

APPROVED:

Bruce A. Cook, Deputy

County Counsel

A-26
A

October 1, 1984

DATED: 10/5/84

CITY OF SANTA BARBARA

Sheila Lodge
MAYOR

ATTEST:

Grace Gregory
Deputy City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Steven A. Amel
City Attorney

Robert A. Hart
Library Director

DATED: _____

CITY OF SANTA MARIA

ATTEST:

City Clerk

APPROVED:

City Attorney

October 1, 1984

DATED: _____

CITY OF SANTA BARBARA

ATTEST:

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

City Attorney

Library Director

DATED: September 18, 1984

CITY OF SANTA MARIA

George S. H. Jr.
MAYOR

ATTEST:

Mary W. O'Brien
City Clerk

APPROVED:

Allen Brines
City Attorney

CONTENTS:

BY: Jack Buchanan
DEPARTMENT HEAD

BY: USA
CITY ADMINISTRATOR

DATED: October 2, 1984

CITY OF THOUSAND OAKS

ATTEST:

Lee Laxdal
Lee Laxdal, Mayor

Nancy A. Dillon
City Clerk

APPROVED:

Mark Helen
City Attorney #1226

APPROVED:

MSV Lyg
City Manager

DATED: _____

COUNTY OF VENTURA

ATTEST:

Chairman of the Board of Supervisors

Clerk of the Board of Supervisors

APPROVED:

County Counsel

October 1, 1984

DATED: _____

CITY OF THOUSAND OAKS

ATTEST:

City Clerk

APPROVED:

City Attorney

DATED: Sept - 18, 1984

COUNTY OF VENTURA

Ed Jones

Chairman of the Board of Supervisors

CHAIRMAN PRO TEMPORE

ATTEST: RICHARD D. DEAN, County Clerk

By Kathryn M. Olev
Deputy County Clerk

Clerk of the Board of Supervisors

APPROVED:

County Counsel



BLACK GOLD COOPERATIVE LIBRARY SYSTEM

BYLAWS

- Reviewed and Adopted - August 26, 1988
- Reviewed and Adopted - July 28, 1989
- Revised - December 15, 1989
- Revised - July 26, 1991
- Reviewed and Adopted - October 23, 1992
- Revised - April 24, 1998
- Revised and Adopted - August 26, 2005
- Revised and Adopted - February 22, 2008
- Reviewed - July 25, 2008
- Revised and Adopted - August 27, 2010
- Revised and Adopted - August 23, 2013
- Revised and Adopted - September 26, 2013
- Revised and Adopted - December 6, 2013
- Revised and Adopted - January 24, 2014
- Revised and Adopted - June 6, 2014
- Revised and Adopted – September 26, 2014
- Revised and Adopted – June 5, 2015
- Revised and Adopted – June 1, 2018
- Revised and Adopted – October 10, 2018

BYLAWS

OF THE BLACK GOLD COOPERATIVE LIBRARY SYSTEM

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BYLAWS

OF THE

BLACK GOLD COOPERATIVE LIBRARY SYSTEM

PREAMBLE

These several independent public libraries, having formed the Black Gold Cooperative Library System under terms of the California Library Services Act, do hereby accept the following Bylaws for governing the structure, operation and management of the System.

ARTICLE I

NAME

The name of this organization shall be the "Black Gold Cooperative Library System."

ARTICLE II

OBJECTIVES

The objectives of this organization shall be to implement and achieve the Plan of Service agreed upon by the member libraries consistent with the provisions of the California Government Code, sections 6500-6579 (Joint Exercise of Powers). A further objective is to engage in other agreed upon programs that extend and enhance the resource sharing capabilities of the individual libraries in the System.

ARTICLE III

MEMBERSHIP

The membership of the Black Gold Cooperative Library System shall be limited to those libraries that are officially accepted and recognized as members by the California Library Service Board, having met the requirements set forth in the California Education Code, Sections 18700-18766 (California Library Services Act), and the California Administrative Code (Chapter 2, Public Library Services). Additional membership requirements may be established by the Administrative Council.

ARTICLE IV

SYSTEM ADMINISTRATIVE COUNCIL

Section 1.

The Black Gold Cooperative Library System shall be governed by an Administrative Council composed of one voting representative from each member jurisdiction.

Section 2.

- a. Each member library shall have one vote.
- b. In case of unavoidable absence from a meeting, the voting representative may designate an alternate to attend the meeting who shall have full voting power for the member jurisdiction.

ARTICLE IV, SYSTEM ADMINISTRATIVE COUNCIL, continued

Section 3.

The System Administrative Council shall serve the System as defined in Article 5, Section 18747, Paragraph (a), of the California Library Services Act.

Section 4.

The Administrative Council shall have all powers necessary to determine the short and long range objectives and policies of the System and to implement the Plan of Service agreed upon and the further objectives of the System.

ARTICLE V OFFICERS AND DUTIES

Section 1.

OFFICERS

- a. The officers shall be a Chairperson and a Vice-Chairperson. The Chairperson of the Administrative Council is established according to a rotation schedule which automatically moves the Chairpersonship northward geographically throughout the System.
- b. The Vice-Chairperson is established according to the same rotation schedule and is designated as the next person on the list.
- c. The schedule is as follows:
 - Santa Paula
 - Santa Barbara
 - Goleta
 - Lompoc
 - Santa Maria
 - San Luis Obispo
 - Paso Robles
- d. The System Director shall be the Secretary of the Administrative Council.
- e. These officers shall perform all duties prescribed by these Bylaws, the Amended Joint Powers Agreement and by the parliamentary authority adopted by the System.

Section 2.

DUTIES

- a. The Chairperson shall preside at all meetings of the Administrative Council.
- b. The Chairperson shall appoint members to committees authorized by the Administrative Council.
- c. The Chairperson shall serve as the representative of the Administrative Council, to the Gold Coast Library Network.
- d. Vice-Chairperson shall serve as Chairperson in the absence of the Chairperson.
- e. The Secretary shall be responsible for the minutes of the meeting, reports and correspondence.

ARTICLE V, OFFICERS AND DUTIES, continued

Section 3.

The System Director, as Treasurer of the System, shall keep proper financial records, make and account for all receipts and disbursements as approved by the Administrative Council, make financial reports and perform all other duties set forth in the Bylaws and as required in the implementation of the California Library Services Act of the State of California.

Section 4.

The Chairperson and Vice-Chairperson of the System shall assume office at the first meeting of each fiscal year and shall serve for one (1) fiscal year.

Section 5.

If the office of Chairperson becomes vacant, the Vice-Chairperson shall serve for the unexpired term. If the office of Vice-Chairperson becomes vacant, the office shall be rotated according to the schedule set out in Section 1 of this Article.

ARTICLE VI MEETINGS AND QUORUM

Section 1.

The System Administrative Council shall meet no fewer than 6 times throughout the fiscal year. The Executive Committee shall meet on an ad hoc basis.

Section 2.

The Administrative Council may also meet upon call of the Chairperson or upon petition of a majority of the members.

Section 3.

A majority of the members of the Administrative Council shall constitute a quorum.

Section 4.

Notice and agenda of each meeting of the Administrative Council shall be in writing and transmitted at least five (5) days prior to each meeting.

Section 5.

The affirmative vote of the majority of the voting members present, providing a quorum exists, shall be necessary for all action taken, with three exceptions:

- a. For approval of the budget there must be an affirmative vote of a majority of the entire Administrative Council.
- b. For amendment of the Bylaws there must be an affirmative vote of a majority of the entire Administrative Council.
- c. For addition of a System member there must be an affirmative, unanimous vote of the entire Administrative Council.

ARTICLE VII COMMITTEES

Section 1.

The Administrative Council shall establish the Executive Committee with the following objectives and responsibilities.

- Executive Committee: The Committee will provide guidance, direction, and oversight to the ED in matters related to Human Resources, Finance and other policy matters.
 - The Committee will provide the ED with performance feedback and establish goal-setting process in collaboration with the ED.
 - The Committee will help formulate and provide direction on financial strategies and structure, review budgets and provide input on financial and personnel policies.
- a) The Committee shall be comprised of the Council Chair, the Vice Chair, and the Past Chair, plus one At-Large member.
 - b) The current Council Chair shall chair the committee.

Section 2.

The Administrative Council shall establish the following standing member libraries staff committees, indicating their objectives and responsibilities.

- a. ATS Operations Committee
- b. Reference and Adult Services Committee
- c. Youth Services Committee

Section 3.

The Administrative Council shall authorize such ad hoc committees and task force groups as it deems necessary.

ARTICLE VIII SYSTEM STRUCTURE AND ORGANIZATION

Section 1.

HEADQUARTERS

The Administrative Council shall designate a location as the official headquarters of the Black Gold Cooperative Library System.

Section 2.

SYSTEM DIRECTOR

The System Director shall be Secretary and Treasurer of the Administrative Council and shall be responsible for the planning, organizing, coordinating, reporting and budgeting functions of System Administration. The Director shall report and be responsible to Administrative Council. The System Director shall serve as an ex officio member on all Council and member staff committees.

ARTICLE IX PARLIAMENTARY AUTHORITY

Except as otherwise provided herein and by State Law, the latest edition of Robert's Rules of Order shall govern the conduct of business at meetings of this Council.

ARTICLE X AMENDMENTS

These Bylaws may be amended at any meeting of the Administrative Council by a majority of the entire Administrative Council, providing that the amendment has been submitted to the members at least five (5) working days in advance and is part of the call for the meeting.

ARTICLE XI ADMINISTRATION OF THE SYSTEM

Subject to the supervision, policies and advice of the Administrative Council, the System shall be administered in the following manner:

Itemized billings shall be submitted and records shall be subject to review and audit as provided in the Amended Joint Powers Agreement.

The administrative staff shall be under the supervision of the System Director. All records shall be subject to review and audit as provided in the Amended Joint Powers Agreement. The Administrative Office shall be responsible for those duties outlined in Article VIII, Section 2, of these Bylaws.

An Automation and Technical Services department (ATS) shall be maintained. The purpose of Automation and Technical Services shall be to coordinate a system-wide program of automated services including, but not limited to, circulation control, public catalogs, interlibrary loan online, database creation and maintenance, and other online services for use by the member libraries.

The employees of ATS, as authorized in the budget, shall be employed by the Black Gold Cooperative Library System. The employees of Black Gold Automation & Technical Services (ATS), as authorized in the budget shall be supervised by the System Director.

ARTICLE XII BUDGET

Prior to January 30 of each year the Administrative Council shall adopt a tentative budget for the expenditures of the System during the succeeding fiscal year and shall make the tentative budget available to local jurisdictions for budget review. After March 1, but prior to April 1 of each year, acting upon the results of the review, the Administrative Council shall adopt a preliminary budget for the expenditures of the System during the succeeding fiscal year. 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 the total contribution required from all member agencies shall not exceed the amount specified in the preliminary budget; provided, however, that the final budget may be augmented for monies received after its adoption. When significant funding changes take place after adoption of the final budget, an adjusted final budget shall be adopted by the Administrative Council.

ARTICLE XIII HANDLING OF FUNDS

The System shall maintain a separate interest bearing trust account or accounts for all funds received for the System.

Separate ledger accounts shall be maintained for the funds submitted by the member libraries participating in Automation and Technical Services (ATS). Interest earned by the System shall be prorated and a portion of said interest shall be credited to the ATS ledger accounts in accordance with ATS revenue. ATS revenue shall be expended only on ATS costs and in furtherance of the purposes of the ATS program. System funds shall be expended only in furtherance of the purposes of the System. There shall be no crossover between the General and the Special (ATS) funds.

Standard accounting practices shall be used to account for funds received and disbursed for the System and account books shall be open at all times during normal business hours to the inspection of any authorized representative of any party to this agreement, the authorized representative of any official of a government agency that grants or disburses funds to the System for the purposes of this agreement. The System shall be operated on a fiscal year basis beginning July 1 of each calendar year and continuing through June 30 of the succeeding calendar year. A qualified certified public accountant shall be selected by the Administrative Council to conduct the annual audit. The certified public accountant selected shall perform an annual audit of the operations of the System and shall prepare a statement of assets and liabilities, a statement of receipts and disbursements, and such other statements and reports as may be required by the Administrative Council. All parties shall cooperate in supplying the information necessary for the audit. A copy of the audit shall be distributed to the parties to this agreement.

ARTICLE XIV PROTECTION OF PROPERTY

Any party who is entrusted with System property or System funds shall provide an official bond or a public employees' fidelity bond in an amount satisfactory to the Administrative Council, unless this requirement for such bond is waived by the Administrative Council.

The System carries Public Employee Dishonesty insurance coverage. Each party entrusted with System property shall be charged with the duty of its day-to-day maintenance. The decision to repair or replace seriously damaged or destroyed property shall be left to the discretion of the Administrative Council, and such repair and replacement shall be at System's expense.

ARTICLE XV

ATS FUNDING CONTRIBUTION FORMULA

Approved by the Administrative Council on October 10, 2018

Contributions from the member jurisdictions are necessary for the support and operation of Automation & Technical Services (ATS). System members who share in the benefits of Automation & Technical Services (ATS) pay for the program. The determination of which libraries are participants in the program in a given fiscal year shall be made at the time of the tentative budget. The cost of operating the ATS includes all services defined as Core, plus equipment, including hardware, software, maintenance, communication lines, staff and supplies associated with ATS services. Some services may be classified as Supplemental and a separate fee may be charged for them at a rate determined by Council. First, the budget expenditures are determined, then the funds expected from CLSA for Communication & Delivery plus any grants, LAIF interest and any other revenue stream from third parties are totaled and subtracted from the budgeted expenditures. This remaining balance will be supported by the BG members through local funds.

Contribution allocations will be calculated for these local funds according to the following formula:

Base fee = 20% of the local funds to be provided (excluding e-content purchases and subscriptions) and will be shared equally among all Members

Resource fee = Remaining shared local funds (excluding e-content purchases and subscriptions) and shall be allocated to Members based on the following formula:

25% Circulation (reported at the end of the prior fiscal year--excluding downloadable titles)

50% Population (reported by State Library for the prior year end)

25% Network Devices (excluding public internet devices)

E-Content fee = Shareable costs of e-content purchases and subscriptions and is allocated to each Member by % of total usage

Usage fee = Actual Hoopla usage costs (estimated usage will be pre-billed quarterly and then reconciled at the end of each quarter. Additional billing or reimbursement will be made to the member at that time)

Upon adoption of the final budget, contributions shall be payable in equal installments quarterly; the first installment being due August 1 of the year for which contributions are being made. Funds shall be placed in the System's interest-bearing trust account(s) until needed for support of operations.

Every two years the Council examines the contribution formula and decides what changes, if any, are needed. In addition, a review of Core and Supplemental/Fee services and associated costs should be done at the same time.

ARTICLE XVI

3-TIERED CLSA BASE MEMBERSHIP

Libraries wishing to join Black Gold as CLSA members, but not participate in ATS services may opt to join via a CLSA Base Membership, with cost based on Operating Expenditure and Population served. Costs for this membership level are:

TIERS	OPERATING EXPENDITURE	POPULATION SERVED	BASE MEMBERSHIP FEE
1	\$500,000 - \$999,999	25,000 - 49,999	\$500
2	\$1,000,000 - \$2,999,999	50,000 – 199,999	\$1,000
3	\$3,000,000 +	200,000 +	\$2,000
If conflict, tier by Operating Expenditure.			

Base Membership Fee Benefits:

Library CLSA benefits, e.g., universal borrowing

Any system services/programs/training funded with state funds thru CLSA, e.g.

Delivery

Basic administration

Does not include participation in ILS system or cataloging.

Does not include participation in any fee based services, e.g., downloadable services or databases.

ARTICLE XVII

BLACK GOLD DATA BASE, CATALOGS AND SERVICES

It is agreed that the System will maintain a database containing titles possessed by members of ATS. Black Gold system members have access to the network of online services provided by the System subject to the rules and guidelines adopted by the Administrative Council.

Any ATS member library may obtain copies of the database by paying the cost of such copies. Upon approval of the Administrative Council, copies of the Black Gold database may be obtained by non ATS members by paying additional cost to the System for producing the database copies. Upon approval of the Administrative Council, updates to the Black Gold database may be obtained by purchasers of the database by paying the additional cost to the System of producing copies of the updates.

Article XVIII
CREDITING BUDGET SURPLUS TO MEMBERS

At the end of each fiscal year, if there is a budget surplus, the surplus may be credited back to members the following fiscal year. At a meeting of the Budget, Finance and Insurance Committee, the members will review the following parameters in order to make a decision for that year:

1. All reserves must be fully funded;
2. If budget money is taken from Reserves for a special project and not used in full, those funds will be returned to Reserves and not be eligible for credits;
3. Credit would be given after annual audit is complete and the surplus would be calculated from that report;
4. Funds would be split and credited equally the last two quarters of the FY according to the BG formula after the audit is complete.

Approved by Administrative Council June 6, 2014.

BLACK GOLD COOPERATIVE LIBRARY SYSTEM

ADMINISTRATIVE REGULATIONS AND RESOLUTIONS

Approved December 6, 1996; revised December 2002; revised August 25, 2006,
Revised and approved by Administrative Council July 23, 2010.

Modified September 2011 to add Resolution #115;

Modified 12/7/12 to amend Resolution 102;

Modified 2/2013 to rescind Resolutions #113 and #114 and update Regulations
1.1 and 1.2.

Modified to reflect Council approval on January 23, 2015, of an increase for
individual check signing,

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NOTE: Regulations and Resolutions that have been superceded or are no longer valid are maintained in a historical Appendix to the Master Copy in the Black Gold Administrative Office. Judith Segel, November 26, 1996

REGULATIONS: Revisions, Updates and Additions with adoption/approval by the Administrative Council

Authority to Transfer Local Monies

Adopted: February 28, 1986
Revised: June 19, 1987

Reviewed: June 19, 1987

Budget/Finance/Insurance Committee

Adopted: December 21, 1984
Reviewed: June 19, 1987
Revised/added: Insurance Cmte
December 15, 1989
Revised: May 25, 1990

Adopted: April 19, 1996
Benefits (name changed 3-22-02)
Adopted: November 22, 1985
Reviewed: June 19, 1987
Revised: April 28, 1989
Revised: December 15, 1989
Revised: April 24, 1992
Revised: March 22, 2002; Dec. 6,
2002; Oct. 25, 02

Check Signing

Adopted: August 24, 1984
Revised: September 27, 1985
Revised: July 11, 1986
Revised: November 20, 1987
Revised: December 21, 1990
Revised: January 24, 1992
Revised: June 18, 1993
Revised: March 21, 1997
Revised: January 23, 2015

Mileage

Adopted: August 30, 1985
Reviewed: June 19, 1987
Revised: August 26, 1988
Revised: December 15, 1989
Revised: June 1, 1991
Consolidated with Use of Black Gold
Vehicles: December 6, 1996

Deferred Compensation

Adopted: November 22, 1985
Reviewed: June 19, 1987

Smoking Policy

Adopted: July 27, 1990

Disposal of Surplus Equipment

Adopted: June 19, 1987
Revised: November 17, 1989

Travel

For exempt employees:
Adopted: January 24, 1986
For System Employees:
Adopted: March 28, 1987
Reviewed: June 19, 1987
Revised: October 21, 2005

Dollar Limit on Checks

Adopted: August 24, 1984
Reviewed: June 19, 1987
Revised: August 30, 1996
Consolidated with Check signing:
December 6, 1996

Use of Black Gold Vehicles

Adopted: February 26, 1988
Revised: January 26, 1990
Revised: October 25, 2002

Employment

Adopted: November 22, 1985
Reviewed: June 19, 1987

Whistleblower Policy

Adopted April 22, 2005

Insurance Committee

Adopted: November 22, 1985
Revised: August 26, 1988
Abolished: June 16, 1989
Part of the B/F/I: Dec. 15, 1989

**RESOLUTIONS: REVISIONS, Updates and Additions
with adoption/approval by the Administrative Council**

Resolutions

101_	Approved:	October 25, 1985	107_	Approved	Sept 22, 1991
102_	Approved:	July 25, 2017		Rescinded:	Nov 22, 1991
	Amended:	July 25, 2017		To Historical Appendix-12/96	
	Approved:	October 25, 1985	108_	Adopted	May 25, 1995
	Amended:	October 25, 2002	109_	Approved	February 25, 2000
	Amended:	September 23, 2005	110_	Amendment to CalPERS	
	Amended:	January 22, 2010		Contract-Resolution #101,	
	Amended:	December 7, 2012		Approved Oct. 25, 2002	
103	Approved:	May 22, 1987	111_	Approved Aug. 25, 2006	
104_	No copy has been located.				
105_	Approved:	February 28, 1986	112_	Approved Aug. 25, 2006	
	To Historical Appendix-12/96				
106_	Approved:	June 28, 1991	113_	Approved June 4, 2010	
	Rescinded:	Nov 22, 1991		Rescinded January 25, 2013	
	To Historical Appendix-12/96				
			114_	Approved June 4, 2010	
				Rescinded January 25, 2013	
			115_	Approved September 23, 2011	

Authority to Transfer Local Monies

The System Director has the authority to make transfers of local monies internally without needing to consult the Administrative Council.

Council has expressed a desire to be involved with transfer decisions which occur between units of monies such as Operations to Personnel, but decisions that involve all of the unit may be made by the System Director as long as they do not represent a detriment to any one program.

Budget/Finance/Insurance Committee

The Black Gold Cooperative Library System's Budget / Finance / Insurance Committee shall be composed of three persons:

The Past Chair
The Current Chair
The Incoming Chair

The current Council Chair shall chair the Committee.

Insurance Committee

The Black Gold Cooperative Library System's Insurance Committee consists of the current Chair, the past Chair and the incoming Chair of the Black Gold Administrative Council. (JPA p.9)

Check Signing

An individual signature is sufficient for check signing up to and including \$20,000.00. The approved signatures are:

1. System Director
2. Staff member designated by Council.
3. Director of the Library serving the community in which the Black Gold Headquarters is located.
4. Director of the Library that is the next nearest to the Black Gold Headquarters.

In the absence of the System Director, the designated staff member or Director of one of the designated libraries will sign. For amounts over \$20,000.00, two signatures are required from the approved signature list.

Dollar Limit on Checks

There is no top limit on the dollar amount on the checks the signatories are authorized to sign.

Deferred Compensation

It is the intent of the Administrative Council to offer deferred compensation to employees.

Disposal of Surplus Equipment

When assets are declared surplus, they may be disposed of in a manner deemed appropriate by the System Director.

Appropriate disposal of the item may include offering the asset to another library or organization that does not intend to sell the asset for a

profit or may include discarding the item in cases where there is no further practical value for the asset.

Employment

Exclusion of Council Members from System Employment: Administrative Council members are excluded from contract employment or any other type of employment with the Black Gold Cooperative Library System after July 1, 1986.

Insurance Coverage on Rental Cars

Black Gold employees take the Loss Damage Waiver (LDW) Coverage* when renting a vehicle unless the vehicle is being rented because one of the Black Gold vehicles is in the shop, in which case the vehicle is covered by existing insurance policies.

*"Loss Damage Waiver (LDW) protects you for loss or damage to your Avis car. Protects you from any financial responsibility for loss of or damage to your Avis car. Covers collision, theft, vandalism or any other cause. (You're only liable for the "Responsibility" amount [i.e., the cost of the insurance] shown on the front of the Rental Agreement. LDW offers maximum protection while your personal auto insurance or credit card coverage may exclude rental vehicles or contain a deductible. LDW not available in New York or Illinois." -----Avis Rental Agreement, 4/96

Benefits

In order to provide a benefit program for the employees of the Black Gold Cooperative Library System, all employees who work on a regular part-time or regular full-time basis are allocated the following benefit monies in addition to base pay for the fiscal year 1985-1986 and for fiscal years to follow.

1. Management, Full-time & Part-time Employee Benefits:

(Management, full-time and part-time regular employees, as defined in the Employee Handbook)

1.1 Health Benefit Allocations

Black Gold employees who work on a regular part-time or regular full-time basis are allotted an amount determined by the Administrative Council towards a cafeteria plan for health benefits. Extra monies may be spent by the employee on other benefits options or can be retained by the employee.

1.2 Retirement Contributions

Black Gold Cooperative Library System pays the employer portion of the PERS retirement contribution, effective first pay period in fiscal year 2012-2013, July 2012.

2. Management Benefit Allocations

2.1 Extraordinary Health Services

such as physical examination, therapy, counseling, etc., at Black Gold's expense not to exceed \$300.00 per year. Should the employee not use this benefit allocation, the benefit is forfeited by the employee. Eligible employees are reimbursed for actual costs up to \$300.00 per year. The examination, therapy or related work can be performed by any doctor or facility chosen by the employee.

2.2 Personal Leave not to exceed five days. Should the employee not use the benefit allocation of personal leave, the benefit is forfeited by the employee. Personal leave for managers is granted on a calendar year basis, prorated for new employees to the end of the first calendar year in which they are employed and is forfeited if not used during the calendar year.

2.3 Payment of Dues for one State and the National Professional Library Organization membership annually in accordance with the amount authorized in the Final Budget. Should the benefit not be used, it is forfeited by the employee.

3.0 Retirement Coverage

Black Gold participates in the California Public Employee Retirement System (CalPERS). Black Gold's cover-age type is Local Miscellaneous with:

1. 2% at 55 full formula
2. One (1) year final compensation
3. 4th level of 1959 Survivor Benefits
4. Special on job death benefit
5. \$5,000 retired death benefit

Mileage

See: Use of Black Gold Vehicles on next page.

Smoking Policy

The System is committed to providing a healthful, comfortable and productive work environment for its employees. This Smoking Policy is designed to protect the health of System employees by controlling the source of the problem, in this case, air pollutants and fumes from smoking.

- Consistent with the above principles, smoking is not permitted in System facilities, either owned or leased, and in System vehicles. All System facilities and vehicles are smoke-free areas.

- Smoking is permitted outside and external to System buildings and vehicles.

- Signs stating that there is no smoking within the building or in the vehicle will be posted prominently.
- During recruitments and when a job offer is made, candidates will be informed that smoking is prohibited in System facilities and vehicles.

- Failure to comply with the smoking policy constitutes insubordination and as such is subject to disciplinary action.

Travel

1. Travel Policy for Exempt Employees:

The System Director or Administrative Council may, from time to time, require the attendance of an exempt Black Gold employee at a meeting for the specific purpose of representing the System. In these cases, the System will reimburse the employee for expenses incurred. Time spent by the exempt employee in excess of an eight-hour day shall never-the-less be considered and recorded as an eight-hour day. Should non-routine workdays be involved, then compensatory time will apply and will again be recorded as an eight-hour workday regardless of whether time spent is in excess of eight hours.

The System Director will use discretion in the allocation of time and travel monies designated for expenditure in the Black Gold budget.

2. Travel Policy for System Employees

BGCLS will reimburse employees for

reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Executive Director.

Employees whose travel plans have been approved are responsible for making their own travel arrangements.

When approved, the actual costs of travel, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by BGCLS. Employees will be reimbursed up to \$50.00 per day to cover the cost of meals for each full day of travel. Alcoholic beverages are not to be included in the per diem.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by BGCLS may not be used for personal use without prior approval. When traveling, a BG-owned vehicle should be used instead of personal vehicles whenever possible. When a personal vehicle is used mileage will be reimbursed at the prevailing IRS reimbursement rate.

When travel is completed, employees should submit a completed Reimbursement Claim for Travel/Business Related Expenses within 10 days. Claims should be accompanied by original receipts for all individual expenses.

Employees should contact their supervisor for guidance and

assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, or costs not related to System business, can be grounds for disciplinary action, up to and including termination of employment.

On June 3, 2005, the Administrative Council approved the submitted Travel Policy. Revisions approved by Administrative Council on October 21, 2005.

Use of Black Gold Vehicles

Employees of Black Gold are authorized to use Black Gold vehicles in order to perform Black Gold business. The vehicles will remain on the premises specified for parking of Black Gold vehicles. Employees are expected to utilize transportation other than Black Gold vehicles to get to and from the work site.

Employees are required to use a Black Gold vehicle for Black Gold business except under extraordinary circumstances.

Use of a personal car for System business is discouraged. Such use must be approved by the immediate supervisor before a personal car is used for System business. Use of a personal car will not be authorized under normal circumstances when a

System vehicle is available.

Any employee using a personal vehicle for System business must carry the California minimum auto insurance (\$15,000 personal injury; \$30,000 multiple injury; \$5,000 property damage.)

Mileage Reimbursement: Black Gold Cooperative Library System

reimburses mileage traveled for official business at the current business use rate allowed by IRS regulations when the use of a personal vehicle for business has been approved by the employee's supervisor.

Approved revision - Administrative Council, 10-25-05

Whistleblowers are Protected

It is the public policy of the State of California to encourage employees to notify an appropriate government or law enforcement agency when they have reason to believe their employer is violating a state or federal statute, or violating or not complying with a state or federal rule or regulation.

Who is protected?

Pursuant to California Labor Code Section 1102.5, employees are the protected class of individuals. "Employee" means any person employed by an employer, private or public, including, but not limited to, individuals employed by the state or any subdivision thereof, any county, city, city and county, including any charter city or county, and any school district, community college district, municipal or public corporation, political subdivision, or the University of California. [California Labor Code Section 1106]

What is a whistleblower?

A "whistleblower" is an employee

who discloses information to a government or law enforcement agency where the employee has reasonable cause to believe that the information discloses:

1. A violation of a state or federal statute,
2. A violation or noncompliance with a state or federal rule or regulation, or

With reference to employee safety or health, unsafe working conditions or work practices in the employee's employment or place of employment.

What protections are afforded to whistleblowers?

An employer may not make, adopt, or enforce any rule, regulation, or policy

1. preventing an employee from being a whistleblower.

2. An employer may not retaliate against an employee who is a whistleblower.
3. An employer may not retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.
4. An employer may not retaliate against an employee for having exercised his or her rights as a whistleblower in any former employment.

Under California Labor Code Section 98.6, if an employer retaliates against a whistleblower, the employer may be required to reinstate the employee's

employment and work benefits, pay lost wages, and take other steps necessary to comply with the law.

How to report improper acts

If you have information regarding possible violations of state or federal statutes, rules, or regulations, or violations of fiduciary responsibility by a corporation or limited liability company to its shareholders, investors, or employees, **call the California State Attorney General's Whistleblower Hotline at 1-800-952-5225**. The Attorney General will refer your call to the appropriate government authority for review and possible investigation.

Black Gold Cooperative Library System Administrative Council approved the Whistleblower policy on April 22, 2005

RESOLUTIONS

<u>NUMBER</u>	<u>NAME OF RESOLUTION</u>	<u>DATE APPROVED</u>
101	Authorizing PERS Contract	10/25/85
102	Authorizing PERS Health Care Amended Amended Amended Amended Amended	10/25/85 10/25/02 9/23/05 7/13/07 1/22/10 12/7/12
103	Authorizing an Amendment to PERS Contract for Survivor Benefit	5/22/87
104	No copy has been located.	
105	Authorizing Purchase of Van To Historical Appendix	2/28/86 12/96
106	Qualifying Retirement System (Authorizing Alternate Retirement Plan for Temporary Employees) Rescinded To Historical Appendix	6/28/91 11/22/91 12/96
107	Authorizing PARS Temporary Retirement Plan (Superseded 11/22/91, by decision to cover temporary employees under Social Security.) Rescinded To Historical Appendix	9/22/91 11/22/91 12/96
108	Authorizing Adoption of California Public Employees' Deferred Compensation Plan	5/25/95
109	Electing to be Subject to Section 22873 of the Public Employees' Medical and Hospital Care Act	2/25/00
110	Amendment to the California Public Employee's Retirement System	10/25/02
111	Authorizing participation in California Joint Powers Insurance Authority	9/25/06

RESOLUTIONS cont.

<u>NUMBER</u>	<u>NAME OF RESOLUTION</u>	<u>DATE APPROVED</u>
112	Authorizing Coverage of All Officers and Employees Under One Master Faithful Performance Bond	9/25/06
*113	Resolution for Employer Paid Member Contributions Rescinded To Historical Appendix	6/4/10 1/25/13 2/13
*114	Resolution to Tax Defer Member Paid Contributions – IRC 414(h)(2) Employer Pick-up Rescinded To Historical Appendix	6/4/10 1/25/13 2/13
* Resolutions 113 and 114 were previously (prior to 6/4/2010) in effect without a PERs conforming resolution. The 6/4/2010 resolutions were passed to formalize the requirements.		
115	Resolution to apply Governmental Accounting Standards Board, Statement 54 (GASB 54) requirements to financial statements and the Cash Reserve Policy	9/23/11

NOTE: Resolutions that have been superceded or are no longer valid are maintained in an historical Appendix to the Master Copy in the Black Gold Administrative Office. Judith Segel, November 26, 1996

RESOLUTION 101

Authorizing PERS Contract

"It was moved on behalf of the Personnel Committee (Hart) that the Black Gold Cooperative Library System adopt a RESOLUTION AUTHORIZING A CONTRACT PROVIDING FOR THE PARTICIPATION OF THE PUBLIC AGENCY IN THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM MAKING ITS EMPLOYEES MEMBERS OF SAID SYSTEM (FORM PERS CON-21) and that the date of the adoption to be shown as October 25, 1985, and this resolution be known as RESOLUTION 101."

Date of Administrative Council adoption: October 25, 1985

Effective Date: December 29, 1985

RESOLUTION 102

Authorizing Health Care

Amended resolution as of December 7, 2012

"It was moved by Hart on behalf of the Personnel Committee that the RESOLUTION ELECTING TO BE SUBJECT TO PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AND FIXING THE EMPLOYER'S CONTRIBUTION AT AN AMOUNT GREATER THAN THAT PRESCRIBED BY SECTION 22825 OF THE GOVERNMENT CODE be adopted by the Black Gold Cooperative Library System on October 25, 1985.

The amount to be paid for each employee or annuitant shall be the amount necessary to pay the cost of his/her enrollment in a health benefit plan equivalent to the annual amount required under the aforementioned act plus administrative fees and Contingency Fund Assessments.

It is the policy of the Administrative Council to require that each and every regular full-time(30 hours or more), regular part-time, and management employee select and enroll in a health insurance program acceptable to the Executive Director of Black Gold Cooperative Library System.

Except that regular part-time employees shall receive a prorated health benefit allocation and coverage for self is optional.

Resolution Fixing the Employer's Contribution Under the Public Employees' Medical and Hospital Care Act

WHEREAS, (1) Government Code Section 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892(b)(1) of the Act, and

WHEREAS, (2) Black Gold Cooperative Library System is a local agency contracting under the Act; now, therefore be it

RESOLVED, (a) That the employer's contribution for each employee or annuitant shall be the amount necessary to pay the cost of his/her enrollment in a health benefits plan equivalent to the annual amount required under the aforementioned act.

Plus administrative fees and Contingency Fund Assessments;
and be it further

RESOLUTION 102 cont.

RESOLVED, (b) That Black Gold Cooperative Library System has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.

Adopted at a regular meeting of the Black Gold Cooperative Library System Administrative Council at Santa Maria, CA this 7th day of December 2012.

Signed: _____
Mary Housel, FY 2012/12 Administrative Council Chair

Attest: _____
Maureen Theobald, Secretary

RESOLUTION 102 HISTORY (10/25/85 original followed by amendment notes of 10/25/02 9/6/05, 7/13/07, 1/22/10, 12/7/12, 07/25/17)

Authorizing PERS Health Care

"It was moved by Hart on behalf of the Personnel Committee that the RESOLUTION ELECTING TO BE SUBJECT TO PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AND FIXING THE EMPLOYER'S CONTRIBUTION AT AN AMOUNT GREATER THAN THAT PRESCRIBED BY SECTION 22825 OF THE GOVERNMENT CODE be adopted by the Black Gold Cooperative Library System on October 25, 1985. The amount to be paid for each employee or annuitant shall be the amount necessary to pay the full cost of the enrollment including the enrollment of his/her family members in health benefit plan or plans up to a maximum of \$267.00 per month* plus administrative fees and Contingency Reserve Fund assessments."

"It was further moved by Hart on behalf of the Personnel Committee that it be the policy of the Administrative Council to require that each and every regular part-time, regular full-time(30 hours or more) and management employee select and enroll in a PERS Health Insurance program."

Date of Administrative Council Action: October 25, 1985

* Except that regular part-time employees working less than 30 hours per week shall receive a prorated health benefit allocation and coverage for self is optional.

Amended at the October 25, 2002 Administrative Council meeting:
Moved by Personnel Committee, and carried by Council to approve the resolution to amend Black Gold's Health Benefit Allocation to \$411.66 per month, effective January 2003.

Amended at the September 23, 2005 Administrative Council meeting:
Moved by Personnel Committee and carried by Council to amend the resolution so that the title be changed to "Authorizing Health Care," and

That the second paragraph be changed to read as follows:
It is the policy of the Administrative Council to require that each and every regular full-time, regular part-time, and management employee select and enroll in a health insurance program acceptable to the Executive Director of Black Gold Cooperative Library System.

RESOLUTION 102 HISTORY cont.**Amended at the July 13, 2007** Administrative Council meeting:

To approve the resolution to amend Black Gold's Health Benefit Allocation to \$473.40 per month, effective July 2007.

Amended at the January 22, 2010 Administrative Council meeting:

To approve the employer's contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of \$105.00 per month.

Amended at the December 7, 2012 Administrative Council meeting:

Amend Resolution 102 as follows (strike through = deletion, underlined red font = addition).

1. "The amount to be paid for each employee or annuitant shall be the amount necessary to pay the ~~full cost of his/her enrollment including the enrollment of his/her family members in a~~ health benefit plan or plans up to a maximum of \$105.00 per month* equivalent to the annual amount required under the aforementioned act plus administrative fees and Contingency Reserve Fund assessments."
2. "RESOLVED, (a) That the employer's contribution for each employee or annuitant shall be the amount necessary to pay the ~~full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:~~
CODEBARGAINING UNIT CONTRIBUTION PER MONTH
01 \$ 105.00
02 \$ 105.00
03 \$
04 \$
equivalent to the annual amount required under the aforementioned act.
Plus administrative fees and Contingency Fund Assessments: and be it further...""]

Amended at the July 28, 2017 Administrative Council meeting:

"Except that regular part-time employees ~~working less than 30 hours per week~~ shall receive a prorated health benefit allocation and coverage for self is optional."

Adopted by Administrative Council action: July 28, 2017.

RESOLUTION 103

Authorizing an Amendment to PERS Contract for Survivor Benefit

"It was moved/seconded (Hart/Buchanan) that Black Gold adopt a resolution to be numbered Resolution No. 103 and entitled "Resolution of the Administrative Council Authorizing an Amendment to the Contract of the Black Gold Cooperative System and the Board of Administration of the Public Employees' Retirement System." The vote of those present was unanimously in favor."

Adopted by Administrative Council action: May 22, 1987

RESOLUTION 108

Authorizing Adoption of California Public Employees' Deferred Compensation Plan

WHEREAS, the Black Gold Cooperative Library System desires to establish deferred compensation for the benefit of its employees; and

WHEREAS, the Board of Administration (the "Board") of the California Public Employees' Retirement System ("PERS") has established the California Public Employees Deferred Compensation Plan (the "PERS Plan") which may be adopted by a governmental employer the employees of which are members of PERS; and

WHEREAS, the System believes that the PERS Plan and the investment options available thereunder will provide valuable benefits to the System's employees; and

WHEREAS, the Board has appointed State Street Bank and Trust Company and State Street Bank and Trust Company of California, N.A. (collectively, "State Street") to perform administrative services under the PERS Plan and to act as the Board's agent in all matters relating to the administration of the PERS Plan.

NOW, THEREFORE, BE IT RESOLVED that the Black Gold Cooperative Library System adopts the PERS Plan for the benefit of its employees and authorizes and directs the System Director to execute the attached adoption agreement on behalf of the System to provide State Street with the specific terms and conditions of the System's participation in the PERS Plan, and to provide State Street with such information and cooperation as may be needed on an ongoing basis in the administration of the PERS Plan. A copy of this resolution, the agreement, and any attachments thereto shall be on file in the office of Administration of the Black Gold Cooperative Library System.

Adopted by Administrative Council action: May 25, 1995.

RESOLUTION 109

Resolution Electing to be Subject to Section 22873 of the Public Employees' Medical and Hospital Care Act

WHEREAS, (1) Government Code Section 22850 and/or 22850.3 provides the benefits for the Public Employee's medical and hospital Care Act to employees of local agencies contracting with the Public Employees Retirements System; and

WHEREAS, (2) Black Gold Cooperative Library System

hereinafter referred to as Contracting Agency, is a local agency contracting with the Public Employees' Retirement System under the Act; and

WHEREAS, (3) Government code Section 22873 allows a Contracting Agency to provide benefits to the domestic partners of employees and annuitants of local agencies contracting under the Act upon proper application; and

WHEREAS, (4) The Contracting Agency desires to obtain for its employees and annuitants the benefit of Section 22873 and to accept the liabilities and obligations of a contracting agency under the Section; now, therefore, be it

RESOLVED, (a) That the Contracting Agency elect, and it does hereby elect, to be subject to the provisions of Section 22873 of the Government Code.

Adopted at a regular/special-meeting of the Black Gold Cooperative Library System at Lompoc Public Library this 25th day of February 2000.

SIGNED: _____
Brian Reynolds, FY 99/00 Chair, Administrative Council

ATTEST: _____
Judith Segel, System Director

RESOLUTION 110

**Authorizing an
Amendment to the CALPERS Contract**

WHEREAS, the Board of the Administration of the California Public Employees' Retirement System and the Administrative Council of the Black Gold Cooperative Library System entered into a contract effective on December 29, 1985 providing for the participation of said public agency in the California Public Employees' Retirement System; and

WHEREAS, it is now desirable to take advantage of certain benefits provided under said Retirement System and not included in said contract;

NOW, THEREFORE, BE IT RESOLVED, that said governing body authorized, and it does hereby authorize, an amendment to said contract, a copy of said amendment attached hereto and by such reference made a part hereof as though herein set out in full; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the presiding officer of said governing body is hereby authorized, empowered and directed to execute said amendment for and on behalf of said public agency.

Adopted this 25 day of October, 2002

Presiding Officer

Attest:

Clerk/Secretary

(Amendment)
PERS-CON-13 (Rev. 1/98)

RESOLUTION 111

Joint Powers Agreement

Resolution of the Administrative Council of Black Gold Cooperative Library System, County of San Luis Obispo, California, approving Execution of the Joint Powers Agreement Creating California Joint Powers Insurance Authority, and Further Approving Participation in its Joint Protection Program Providing Liability Coverage through Self-Insurance, Loss Pooling and Excess Insurance.

THE ADMINISTRATIVE COUNCIL OF THE BLACK GOLD COOPERATIVE LIBRARY SYSTEM DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

WHEREAS, pursuant to the provisions of Sections 990, 990.4, 990.8 and 6500 of the Government Code, CALIFORNIA JOINT POWERS INSURANCE AUTHORITY ("CALIFORNIA JPIA") has been created by a Joint Powers Agreement; and

WHEREAS, a Joint Protection Program has been developed by said CALIFORNIA JPIA pursuant to the provisions of said Agreement; and

WHEREAS, Article 21 of said Agreement provides for additional members to become parties to the Joint Powers Agreement creating the CALIFORNIA JPIA, after the first year of its operation, and thereupon enter the Joint Protection Program providing General and Automobile Liability Coverage through self-insurance and loss pooling; and

WHEREAS, the self-insurance and loss pooling programs of the CALIFORNIA JPIA, as well as its group insurance coverage programs, offer significant advantages to the Agency in terms of cost, protection, risk management and loss control advice and assistance, and entering such programs would be and is in the best interest of this Agency.

NOW, THEREFORE, THE ADMINISTRATIVE COUNCIL OF THE BLACK GOLD COOPERATIVE LIBRARY SYSTEM DOES HEREBY RESOLVE, ORDER AND DETERMINE THE FOLLOWING:

Section 1. That the Executive Director of the Black Gold Cooperative Library System is hereby authorized and directed to execute the Joint Powers Agreement on behalf of the Black Gold Cooperative Library System binding the Member to the terms and conditions of said Agreement.

RESOLUTION 111 cont.

Section 2. That the Black Gold Cooperative Library System hereby joins the Joint Protection Program of CALIFORNIA JPIA, providing self-insurance and loss pooling for General and Automobile Liability for a period of not less than three (3) years.

PASSED AND APPROVED by the Administrative Council of the Black Gold Cooperative Library System this 25 day of August 2006 by the following vote:

AYES: unanimous

NOES:

ABSENT:

ABSTAIN:

Brian Reynolds, FY 2006/07 Chair, Black Gold Cooperative Library System

ATTEST:

Maureen Theobald, Executive Director

I hereby certify, under the penalty of perjury, that the above and foregoing is a true and correct copy of Resolution No. 111 as adopted by the Administrative Council of the Black Gold Cooperative Library System, on this 25 day of August, 2006.

RESOLUTION 112

Performance Bond

A Resolution of the Administrative Council of Black Gold Cooperative Library System, Approving Coverage of all Officers and Employees Under One Master Faithful Performance Bond

WHEREAS, California Government Code Section 1481 was amended January 1, 1997 with Assembly Bill 3472 to extend master bonding provisions to local public agencies; and

WHEREAS, Assembly Bill 3472 requires the legislative body to adopt a resolution approving coverage of all their officers and employees under one master bond; and

WHEREAS, approval of such resolution eliminates the necessity of writing bonds on specifically named individuals for their term of office, reducing both cost and paperwork,

NOW, THEREFORE BE IT RESOLVED that the Administrative Council of the Black Gold Cooperative Library System authorizes the coverage of all their officers and employees under one master bond.

PASSED, APPROVED AND ADOPTED THIS 25 day of August 2006.

Brian Reynolds, FY 2006/07 Chair

ATTEST:

Maureen Theobald, Executive Director

RESOLUTION 115

Resolution to apply

Governmental Accounting Standards Board, Statement 54
requirements to financial statements and the Cash Reserve Policy

WHEREAS, the Governmental Accounting Standards Board ("GASB") has adopted Statement 54 ("GASB 54"), a new standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years starting after July 1, 2010, and

WHEREAS, Black Gold Cooperative Library System elects to implement GASB 54 requirements, and to apply such requirements to its financial statements beginning with the current fiscal year ending June 30, 2012; and

NOW THEREFORE BE IT RESOLVED THAT Black Gold Cooperative Library System hereby amends the current Cash Reserve Policy as follows:

CASH RESERVE/FUND BALANCE POLICY

Amendment 1, dated September 23, 2011

Fund balance measures the net financial resources available to finance expenditures of future periods.

The Black Gold Cooperative Library System's General Fund Operating Reserve will become the General Operating Fund and be maintained to provide the Cooperative with sufficient working capital and a margin of safety to address emergencies without borrowing. The General Operating Fund balance may only be appropriated by resolution of the Administrative Council. **(Unassigned Fund Balance)**

The Black Gold Cooperative Library System's Administrative Vehicle Reserve will become the Administrative Vehicle Fund and be committed for a replacement Administrative Vehicle in the amount currently funded at \$26,121. **(Committed Fund Balance)**

The Black Gold Cooperative Library System's ILS Equipment Replacement Reserve will become the Equipment Replacement Fund and be committed to the replacement of the Polaris system in the amount currently funded at \$750,000. **(Committed Fund Balance)**

RESOLUTION 115 cont.

The Black Gold Cooperative Library System's General Reserve for PPD's/Deposits will become the Prepaid Expenses/Deposit Non-spendable Fund due to its nature of being in a non-spendable form. **(Non-Spendable Fund Balance)**

Fund Balances of the Cooperative may be committed for a specific source by formal action of the Administrative Council. Amendments or modifications of committed fund balances must also be approved by formal action of the Administrative Council.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, followed by committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

NOW THEREFORE BE IT RESOLVED that Administrative Council commits the following portions of its Fund Balances of \$ 1,411,516, as follows:
\$ 750,000 is committed for future ILS Equipment Replacement **(Committed Fund Balance)**
\$ 26,121 is committed for Administrative Vehicle Replacement **(Committed Fund Balance)**

AND BE IT RESOLVED that the Black Gold Cooperative Library System's financial goal is to have a sufficient balance in the operating fund with sufficient working capital and a margin of safety to address emergencies without borrowing. The Cooperative shall strive to maintain a yearly fund balance in the general operating fund in which the total fund balance is largest of 1) amount adequate to replace all revenues from the State Library of California; or 2) amount adequate to replace all revenues from the largest member library for six months; or 3) amount adequate to pay all operating expenses for three months. **(Unassigned Fund Balance)**

The above Resolution is adopted this 23 day of September, 2011.

(Signature of Official)

(Title of Officer)

RESOLUTION 116

SDI Coverage

It was moved/seconded (Ned Branch/Allison Gray) by Black Gold Cooperative Library System to adopt a resolution to approve filing an application for SDI elective coverage under Section 709 of the CUIA which will replace the current coverage of short-term disability insurance provided by a private insurance company. The vote of those present was unanimously in favor.

Adopted by Administrative Council action: October 11, 2019

Effective Date: October 1, 2019.

HISTORICAL APPENDIX**TABLE OF CONTENTS**

- 104** (No Copy of this has been located and no information about it is available.)
- 105 Authorizing Purchase of Van** **2/28/86**
Text moved to Historical appendix in file copies— 12/96
- 106 Qualifying Retirement System** **6/28/91**
(Authorizing Alternate Retirement Plan for Temporary Employees.)
Rescinded: 11/22/91
Text moved to Historical appendix in file copies — 12/96
- 107 Authorizing PARS Temporary Retirement Plan** **9/22/91**
Superseded 11/22/91, by decision to cover temporary employees under Social Security.
Rescinded: 11/22/91
Text moved to Historical appendix in file copies — 12/96
- 113 Employer Paid Member Contributions** 6/4/2010*
* Resolution #113 was previously in effect (prior to 6/4/10) without a PERs conforming resolution. The resolution was passed to formalize the requirements.
As of July 1, 2012, Black Gold no longer pays the employee portion of CalPERS retirement benefits.
The Administrative Council rescinded Resolution #113 on January 25, 2013,
Text moved to Historical appendix —2/2013
- 114 Tax Defer Member Paid Contributions – IRC 414(h)(2) Employer Pick-up** 6/4/2010*
* Resolution #114 was previously in effect (prior to 6/4/10) without a PERs conforming resolution. The resolution was passed to formalize the requirement.
As of July 1, 2012, Black Gold no longer pays the employee portion of CalPERS retirement benefits.
The Administrative Council rescinded Resolution #114 on January 25, 2013,
Text moved to Historical appendix — 2/2013