

**MEMORANDUM OF UNDERSTANDING**  
by and between the  
**BLACK GOLD COOPERATIVE LIBRARY SYSTEM**  
and the  
**CITY OF CARPINTERIA**

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by the Black Gold Cooperative Library System (“System”) and the City of Carpinteria (“City”), each referred to in the singular as “Party,” and collectively as “the Parties” to this MOU.

**RECITALS**

WHEREAS, the Black Gold Cooperative Library System (“System”) is a Joint Powers Authority (“JPA”), currently consisting of seven member agencies;

WHEREAS, the City of Carpinteria does not currently maintain or manage a City library, but has within its boundaries a branch library (the “Carpinteria Branch” library), presently operated by the City of Santa Barbara, one of the seven JPA members;

WHEREAS, the City desires to operate the Carpinteria Branch library as a City of Carpinteria library and applied to the System for individual membership;

WHEREAS, the System’s Administrative Council approved the City for individual membership on May 21, 2021; and

WHEREAS, the City and the System now desire to enter into an agreement to protect their interests in connection with the City’s anticipated JPA membership;

**PROMISES, COVENANTS, AND CONDITIONS**

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants, and conditions of the Parties as hereafter set forth, the Parties agree as follows:

1. The City, by and through its governing body, agrees to execute and become a party to the 1984 Amended Joint Powers Agreement Creating as a Separate Legal Entity the Black Gold Cooperative Library System (“JPA Agreement”), on or before June 30, 2022. The JPA Agreement is attached as **Exhibit “A”** to this Agreement.
2. The City agrees to bear its own costs, if any, in connection with executing this Agreement and the JPA Agreement.
3. The City agrees to reimburse the System for costs associated with bringing the City into the JPA. This includes network configuration costs, database setup and conversion, and other third-party vendor fees associated with getting the City into the System.
  - a. The System will pay these costs initially, and remit vendor invoices to the City for reimbursement.

- b. The City will reimburse the System for invoiced costs within thirty (30) calendar days of receipt of the invoice from the System.
- c. If invoices are submitted by to the City by U.S. mail, the date of receipt shall be five (5) business days after the date the invoice was sent. If invoices are sent by overnight mail, the date of receipt shall be the first business day following the date the invoice was sent. If invoices are personally delivered, or if they are sent by fax or email, the date of receipt shall be the same date the invoice was personally delivered, faxed, or emailed.
- d. Reimbursements must be submitted by check, and must be received by the System no later than the 30<sup>th</sup> day from the date of receipt of the invoice.
- e. Invoices and reimbursements will be addressed to the attention of:

For the City:

Licette Maldonado  
Administrative Services Director

City Carpinteria  
5775 Carpinteria Avenue  
Carpinteria, CA 93013

Email: [licettem@ci.carpinteria.ca.us](mailto:licettem@ci.carpinteria.ca.us)

For the System:

Glynis Fitzgerald  
Director of Operations

Black Gold Cooperative Library System  
580 Camino Mercado  
Arroyo Grande, CA 93420

Email: [gfitzgerald@blackgold.org](mailto:gfitzgerald@blackgold.org)

- 4. The City agrees to remit to the System an hourly fee for System staff time associated with bringing the City into the JPA. This includes System staff time spent managing the on-boarding process, transferring information to the City, and educating City staff on System local policies.
  - a. The hourly rate for System staff time will be ninety dollars (\$90) per hour.
  - b. The System will invoice the City for staff time used between the date of execution of this Agreement and the date the City executes the JPA Agreement. Any hourly fees assessed after that time will be in accordance with JPA membership fees.
  - c. Fees associated with System staff time will be invoiced to the City on a monthly basis.
  - d. The City will transfer payment to the System for invoiced costs within thirty (30) calendar days of the receipt of the invoice, in accordance with the same conditions set forth in Paragraph 3.
- 5. If the City disputes an invoice for costs or hourly fees (as described in Paragraphs 3 and 4 above), the City will notify the System of the dispute within five (5) business days from the date of receipt.

- a. Notice shall be submitted in writing, by personal delivery, mail, or email to the System contact identified in Paragraph 3(e). The date of receipt by the System shall be as described in Paragraph 3(c).
  - b. Upon receipt of notice of dispute, the System agrees to try, in good faith, to resolve the dispute with the City by mutual agreement. If the Parties mutually agree, they may use and retain a mediator to assist them in the resolution of the dispute during the informal meeting with each Party paying one-half of the mediator's fees.
  - c. If the dispute cannot be resolved by mutual agreement after mediation, the System may, in its sole discretion determine that non-payment of the invoice constitutes a material breach of this Agreement, which shall be grounds to terminate the Agreement.
6. The City will remit to the System, a \$5,000 deposit to be assessed against the costs and hourly fees associated with bringing the City in to the System set forth in Paragraphs 3 and 4 of this Agreement. This City Agrees to remit the full deposit within ten (10) business days of its execution of this Agreement. The System will deduct costs and hourly fees from the deposit, until the deposit is depleted. The System will provide the City with statements demonstrating the assessment against the deposit, and will continue to invoice the City for costs and fees following the depletion of the deposit, as set forth in Paragraphs 3 and 4.
7. Within thirty (30) calendar days from the date this Agreement is executed by the Parties, the Parties will agree upon a Work Plan to facilitate the City's completed transition into the System on or before June 30, 2022. A draft Proposed Work Plan is attached as "**Exhibit B**" to this Agreement.
8. The City agrees to assign its City Librarian to work with System staff during the City's transition to JPA membership. If the City Librarian becomes unavailable to work with System staff during the City's transition into JPA membership, the City will promptly assign another staff member to work with the System to complete the transition within the timelines set forth in in this Agreement.
9. The City agrees to make meaningful and diligent efforts to ensure that the City library is fully staffed on or before April 15, 2022.
10. The City agrees to direct its library staff to attend the System's Integrated Library System ("ILS") platform trainings in March 2022. City library staff will be required to attend three days of training on the Koha ILS Platform, to which the System is transitioning in April 2022.

The System will cover the cost of hiring trainers from ByWater Solutions to present the Koha Platform trainings. The City will be responsible for the costs and expenses of its staff, including any costs associated with travel and per diem for its staff attending the trainings.

11. The City agrees to re-barcode the entirety of the Carpinteria Branch library collection as a City library collection as soon as possible following the execution of this Agreement. To effectuate re-barcoding, the City will contract with a third-party vendor for unique barcodes, at the City's expense; and the City will ensure that the newly obtained barcodes are affixed to the City's available library collection on or before April 15, 2022.

The System understands and acknowledges that some City library titles may be checked-out and unavailable between the date of this Agreement and April 15, 2022. Accordingly, the City will continue to affix newly obtained barcodes to collection titles that it receives back or purchases after April 15, 2022. The JPA will recommend barcoding suppliers, at the City's request.

12. The City agrees to issue new library cards, with City-specific barcodes, to all Carpinteria Branch library patrons who seek to reserve titles through the City's library.

13. In consideration for the promises, covenants, and conditions identified in paragraphs 1 through 12 above, the System will affirm the City's JPA membership no later than July 1, 2022. The City will comply with all funding and contribution requirements, as outlined in the JPA Agreement and System Bylaws, upon the effective date of its membership. System budgeting and funding contributions, are as outlined in the System's Bylaws, attached as "**Exhibit C**" to this Agreement.

14. If any of the covenants, and conditions identified in paragraphs 1 through 12 above are not completed within the timeframes set forth in this Agreement, the entirety of the Agreement shall be null and void.

15. This Agreement, and the timelines contained herein, may not be modified or amended without the mutual, written agreement of all Parties hereto.

16. Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any laws of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING FOR CONDITIONAL JPA MEMBERSHIP, AUTHORIZED BY EACH PARTY'S OFFICERS, AS SET FORTH HEREIN BELOW.

**BLACK GOLD COOPERATIVE LIBRARY SYSTEM**

Date: \_\_\_\_\_ By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF CARPINTERIA**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT "A"

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

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

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

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

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

October 1, 1984

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.

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

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.



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-

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 Euckens  
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 Selzer*  
\_\_\_\_\_

ATTEST:

  
*Margaret Bookings*  
\_\_\_\_\_  
City Clerk

APPROVED:

*John H. Hill*  
\_\_\_\_\_  
City Attorney

October 1, 1984

DATED: 8-21-84

CITY OF EL PASO DE ROBLES

Lang E. Stump

ATTEST:

John P. McCarthy  
City Clerk

APPROVED:

Michael P. Kelly  
City Attorney

DATED: \_\_\_\_\_

COUNTY OF SAN LUIS OBISPO

\_\_\_\_\_  
Chairman of the Board of  
Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board  
of Supervisors

APPROVED:

\_\_\_\_\_  
County Counsel

**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 hereby certify the foregoing to be a full, true and correct copy of an order made by the Board

October 1, 1984

DATED: \_\_\_\_\_

CITY OF EL PASO DE ROBLES

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

APPROVED:

\_\_\_\_\_  
City Attorney

DATED: \_\_\_\_\_

COUNTY OF SAN LUIS OBISPO

*Lenny 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



DATED: 10/5/84

CITY OF SANTA BARBARA

Sheila Lodge  
MAYOR

ATTEST:

Grace Gregory  
Dipity City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Ideven A. Amal  
City Attorney

Robert A. Hart  
Library Director

DATED: \_\_\_\_\_

CITY OF SANTA MARIA

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED:

\_\_\_\_\_  
City Attorney

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. H. Jr.  
MAYOR

ATTEST:

Mary W. O'Brien  
City Clerk

APPROVED:

Allen Brines  
City Attorney

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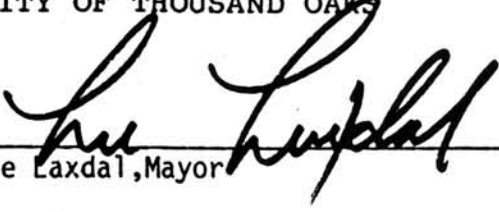
BY: Jack Buchanan  
DEPARTMENT HEAD

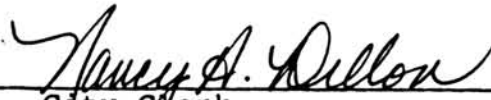
BY: MS  
CITY ADMINISTRATOR

DATED: October 2, 1984


CITY OF THOUSAND OAKS

ATTEST:


  
Lee Laxdal, Mayor

  
Nancy A. Dillon  
City Clerk

APPROVED:

  
Mark Helen  
City Attorney #1226

APPROVED:

  
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



**ADDENDUM TO AMENDED JOINT POWERS AGREEMENT CREATING AS A  
SEPARATE LEGAL ENTITY THE BLACK GOLD COOPERATIVE LIBRARY  
SYSTEM, EFFECTIVE OCTOBER 1, 1984**

In accordance with paragraph 12 of the 1984 Amended Joint Powers Agreement Creating as a Separate Legal Entity the Black Gold Cooperative Library System (“JPA Agreement,” attached as Exhibit A) and paragraph 1 of the Memorandum of Understanding between the City of Goleta (“City”) and the Black Gold Cooperative Library System entered into on July 1, 2018 (“MOU,” attached as Exhibit B), the City hereby executes and agrees to be bound by the terms of JPA Agreement, including such amendment as may exist at the time of execution of this addendum.

DATED: 6/27/18


CITY OF GOLETA

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED:

  
\_\_\_\_\_  
City Attorney

APPROVED:

  
\_\_\_\_\_  
*for* City Manager

## **EXHIBIT "B"**

### **Black Gold / Carpinteria Library Proposed Work Plan**

#### **Network/IT review**

Carpinteria has an existing Cenic connection to the BG server at the data center in San Luis Obispo. This server is dedicated to the shared ILS – currently Polaris and soon to be Koha. All internet connections are then routed out of the data center. All Cenic connections are on a contract with Black Gold. No changes need to be made to the Network at this time.

Carpinteria IT must determine if the access points currently being used at the Carpinteria Library are owned by Santa Barbara or Carpinteria. If Carpinteria own the access points, then they must gain control over these access points based upon what brand they are. If a local controller is required, Black Gold will assist with the network/firewall configuration to allow a controller to connect to the access points.

Black Gold will work with Carpinteria IT to configure computers' access to Polaris for the re-barcoding project. Once moving to Koha, Black Gold will advise on getting the workstations off the domain and onto local accounts for moving forward.

#### **ILS Setup**

Black Gold libraries currently share a single ILS – Polaris. This ILS will be used until our migration to Koha on the GoLive date of April 25, 2022. SB and SLO will not be migrating with the other Black Gold Libraries and will be withdrawing from the Black Gold Cooperative, so Carpinteria will migrate to Koha as its own Black Gold jurisdiction on April 25 in order to accommodate lending with the Black Gold libraries.

The following work will need to be done in Polaris:

- BG will create Carpinteria as a new jurisdiction in Polaris and will move all items and patrons to this new jurisdiction
- Carpinteria will re-barcode all items in the library with Carpinteria specific barcodes
- Carpinteria will issue new patron cards with Carpinteria specific barcodes

#### **Koha transition**

- Library staff must attend weekly implementation sessions with other Black Gold libraries. Sessions will be on Wednesdays at 10am beginning January 19, 2022 through March 9, 2022.
- Live training for Koha will be the week of March 21, 2022. The training session will be held for 3 days. There will be two sessions that week to be split geographically. One session will be at Santa Maria Library for the northern libraries. The other session will be at Goleta Valley Library for the southern libraries. They will be staggered, so if staff cannot attend one of the sessions, they may attend the other if space permits.
- Library will be responsible for mapping branch codes, patron categories, item types, shelving locations and collection codes for the Koha migration. Each jurisdiction, including Carpinteria will be responsible for any other unidentified tasks needed for the migration to Koha.
- Carpinteria will be responsible for reviewing ILS data on the Koha test site and testing transactions before the GoLive date.
- Black Gold currently uses the Aspen Discovery layer over Polaris and it will continue to be used with Koha. Black Gold will create a new website for Carpinteria and will set up the basic structure and work with the library on the customization of this discovery layer.
- Carpinteria is responsible for the individual design and customization of this Aspen Discovery layer website.

**Delivery**

- Black Gold will add Carpinteria as a new courier stop as of July 1, 2022

**Additional Services**

- Black Gold will work with individual vendors, such as OverDrive and Hoopla to add Carpinteria as a new jurisdiction
- Black Gold will work with ITIVA to add Carpinteria to the ILS phone message system as a new jurisdiction
- Black Gold will work with Quipu to add Carpinteria as a new jurisdiction for online registration.
- Carpinteria will supply BG with zip codes for the library’s area of service to be used by Quipu to restrict online registration
- Black Gold will contact Unique Management Services to add Carpinteria’s information on the Past due notices
- Carpinteria will contract with Unique Management for collection services
- Carpinteria will contract with 3<sup>rd</sup> party vendors such as Bibliotecha or Techlogic for RFID equipment and/or support

**BLACK GOLD COOPERATIVE LIBRARY SYSTEM**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF CARPINTERIA**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **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.