

To: Mayor and City Council

From: Alison Foulis, City Clerk

Subject: Approve amendment to the Joint Powers Agreement for the Belvedere-Tiburon Library

Recommended Motion/Item Description

Approve the attached First Amendment to the Joint Powers Agreement for the Belvedere-Tiburon Library and authorize the Mayor to execute the amendment on behalf of the City.

Background

In 1995, the City of Belvedere and the Town of Tiburon entered into a Joint Powers Agreement to form the Belvedere-Tiburon Library. No changes to the agreement have been made since that time.

The Belvedere-Tiburon Library Agency has requested that the JPA be amended to increase the term of office for their board members from three to four years (see attached letter from Library Director Deborah Mazzolini). The proposed amendment would apply to seated members as well as to new appointees. This request for change was approved by the Library Board and is expected to bring greater stability, knowledge and continuity to the Board.

Other amendments proposed for the JPA are minor and intended to clean-up the agreement by eliminating outdated information.

Recommendation

Approve the attached First Amendment to the Joint Powers Agreement for the Belvedere-Tiburon Library and authorize the Mayor to execute the amendment on behalf of the City.

Attachments

- Letter and memo from Belvedere-Tiburon Library Agency Director Deborah Mazzolini.
- First Amendment to the Joint Powers Agreement for the Belvedere-Tiburon Library.
- Joint Powers Agreement for Belvedere-Tiburon Library approved April 19, 1995.



Belvedere
Tiburon
Library

Date: May 23, 2016
To: Belvedere Tiburon Library Agency
From: Deborah Mazzolini, Library Director
Re: Library Agency Board Terms of Office

Agenda: Consideration of making a recommendation to the Tiburon Town Council and the Belvedere City Council that the term limits be changed from three years to four years, effective immediately, for library board members. .

Reasoning: The Joint Powers Agency (JPA) agreement specifies terms of appointment for the Agency. In order to change the terms of office, the Town and City Councils need to vote to make that change to the JPA.

At the request of the Agency Executive Committee, a recommendation is being made to the full Agency Board. Currently an appointment to the Agency is for a three year term. A second three year term can be requested. After discussion, the Executive Committee suggests that the Town and City Councils be approached to change the term limits in the Joint Powers Agreement from three year terms to four year terms. Terms of both Belvedere the City Council and Tiburon Town Council are four years. This term of office coincides with both Tiburon Town Council and Belvedere City Council terms.

The Executive Committee believes that a 4 year term, plus one renewal, allows a new member more time to familiarize herself/himself with the Library structure and issues, and thereby become a more constructive Agency member. The Committee felt that currently just when a Member has gotten up to 'speed' they are required to leave the Board. Changing the terms will support the long term goal of stability and continuity.

Further, the Executive Committee stated that there is much at stake in the next few years and having an Agency that is knowledgeable about the Library, the coming expansion, and the history of the Library, is crucial. Continuity of leadership will be essential during this transition phase for the library.

Note on Belvedere: The City Council has five members. Elections are held in June in even-numbered years. The mayor and vice mayor are chosen by vote of council at the regular July meeting and they serve for one year in that capacity. Council members serve a four-year term. There are no term limits.

Note on Tiburon: The five members of the Town Council are elected for staggered, four-year terms in odd-numbered years. The Town Council appoints one of its members to be Mayor during the December Town Council meeting. It is an honorary position that is rotated each year.



Date: May 17, 2016
To: Claire McAuliffe, Mayor, Belvedere City Council
From: Deborah Mazzolini, Belvedere Tiburon Library Director
Re: Joint Powers Agreement: Agency Request to Change the Term of Office

The Belvedere Tiburon Library Agency is requesting that the term of office of an Agency Board Member be changed from a three year to a four year term.

At the May 16, 2016, meeting of the Belvedere Tiburon Library Agency, an item was placed on the agenda regarding the Agency's term limits as written in the Joint Powers Agreement (JPA). The Agency voted to move forward and ask that the Tiburon Town Council, Belvedere City Council, and the Reed Union School District Board change the term limit from a three year to a four year term. What would remain in the JPA is "each member may be reappointed for only one successive term at the discretion of the appointing authority."

The Agency is also requesting that the lines in the JPA, Agreement, #4 - Membership of the Library Board, sections 'a' and 'b' be updated, eliminating the phrase regarding the Peninsula Library Foundation. This aspect has not been actively applied for fifteen years. The Foundation has been restructured and renamed.

Library Counsel, Riley Hurd, has written an amendment to the JPA for your Council's consideration. Also included, is a copy of the Joint Powers Agreement, and a document from the Agency's meeting explaining the reasoning for this request.

If any further information is required, please contact me.

Thank you.

On behalf of the Belvedere Tiburon Library Agency

Deborah Mazzolini, Library Director

dmazzolini@beltibrary.org

415.789.2656

**FIRST AMENDMENT TO THE
JOINT POWERS AGREEMENT FOR
BELVEDERE-TIBURON LIBRARY**

This First Amendment to the Joint Powers Agreement For Belvedere-Tiburon Library ("Amendment") is entered into by and between the City of Belvedere ("Belvedere") and the Town of Tiburon ("Tiburon") and shall be effective on the date it is fully executed. Belvedere and Tiburon may be referred to herein as the "Parties."

RECITALS

WHEREAS, in 1995 the Parties entered into a Joint Powers Agreement For Belvedere-Tiburon Library ("JPA Agreement") for the purpose of establishing a new entity to construct, own, and operate, and maintain a new public municipal library under the authority of Education Code Section 18900 et seq.;

WHEREAS, the JPA Agreement established a Library Board of Trustees ("Board") with each appointed Board member serving a 3-year term with the opportunity to be reappointed for one successive term;

WHEREAS, the JPA Agreement referenced certain members of the Board being chosen from a list prepared by the "Peninsula Library Foundation," an organization that no longer exists in the same form as the time when the JPA Agreement was first entered into;

WHEREAS, the Parties seek to amend the JPA Agreement such that:

1. Each Board member would instead serve a 4-year term with the opportunity to be reappointed for one successive term,
2. This Amendment regarding 4-year terms would be effective immediately and apply to currently sitting Board members, and,
3. The provision regarding selection of certain Board members from a list submitted by the "Peninsula Library Foundation" is deleted.

AGREEMENT

NOW, THEREFORE, the Parties do hereby agree as follows:

1. That Paragraph 6 of the original JPA Agreement is hereby deleted and replaced with the following:

"6. Term. The term of office for each Library Board member shall be four (4) years. The terms of the members shall be staggered so that no more than three terms expire during any one year. Members may be reappointed for only one successive term at the discretion of the appointing authority."

2. That the 4-year terms of office for Board members shall be effective immediately and apply to currently sitting members of the Board.

3. That Paragraphs 4 (a) and (b) of the original JPA Agreement are amended as follows:

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

(a.) The Town Council of the Town of Tiburon shall appoint three (3) members of the Library Board, ~~one of whom shall be chosen from a list submitted by the Peninsula Library Foundation.~~

(b.) The City Council of the City of Belvedere shall appoint three (3) members of the Library Board, ~~one of whom shall be chosen from a list submitted by the Peninsula Library Foundation.”~~

4. That all other terms of the original JPA Agreement shall remain in full force and effect.

[Original JPA was adopted on April 19, 1995 by the Town Council of the Town of Tiburon, and on May 1, 1995 by the City Council of the City of Belvedere.]

I do hereby certify that the foregoing First Amendment to the Joint Powers Agreement For Belvedere-Tiburon Library was approved by the Town Council of the Town of Tiburon on _____, 2016.

[Seal]

By: _____
ERIN TOLLINI, MAYOR
Town of Tiburon

Attest: _____
Diane Crane Iacopi, Town Clerk

I do hereby certify that the foregoing Joint Powers Agreement For Belvedere-Tiburon Library was approved by the City Council of the City of Belvedere on _____, 2016.

[Seal]

By: _____
CLAIRE McAULIFFE, MAYOR
City of Belvedere

Attest: _____
Alison Foulis, City Clerk

JOINT POWERS AGREEMENT
FOR BELVEDERE-TIBURON LIBRARY

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

NOW, THEREFORE, the parties hereto do agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

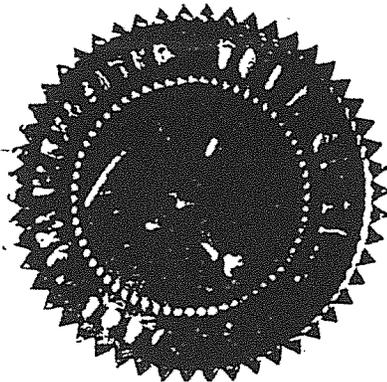
20. Modification or Susoension. In the event State or Federal laws or regulations enacted after the effective date of this Agreement, prevent or preclude compliance with one or more provisions herein, such provisions shall be modified or suspended as may be necessary to comply with such laws or regulations.

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

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

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

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



Andrew Thompson

Mayor, Town of Tiburon

[Signature]

Town Clerk, Town of Tiburon

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



Seal

[Signature]

Mayor, City of Belvedere
[Signature]

City Clerk, City of Belvedere