

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT**

Copy

BY AND BETWEEN THE COUNTY OF SANTA CLARA

AND THE CITIES OF

CAMPBELL

CUPERTINO

GILROY

LOS ALTOS

LOS ALTOS HILLS

MILPITAS

MONTE SERENO

MORGAN HILL

SARATOGA

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This AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT, ("Agreement") is made in accordance with Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with Section 6500), as amended and supplemented from time to time, for convenience dated as of August 9, 2001, by and between the cities of CAMPBELL, CUPERTINO, GILROY, LOS ALTOS, LOS ALTOS HILLS, MILPITAS, MONTE SERENO, MORGAN HILL and SARATOGA bodies corporate and politic, and the COUNTY OF SANTA CLARA, a political subdivisions of the State of California (("County")) (hereinafter collectively referred to as "Members");

W I T N E S S E T H:

WHEREAS, the Santa Clara County Free Library District is comprised of the unincorporated area of the County and the Cities ("Members") relating to the joint exercise of powers of library services and to receive revenue for the operation of libraries throughout the Santa Clara County Free Library District (hereinafter "District"); and

WHEREAS, the Members have independent authority to provide library services within their jurisdictions; and

WHEREAS, the Members agree that providing of library services to the residents of the unincorporated areas of the County and the Cities are enhanced, and made more efficient by a coordinated program among the public entities who comprise the District; and

WHEREAS, each respective Member adopted a Resolution in 1994 consenting to the inclusion of its territory in the formation of a County Library Service Area, pursuant to section 25210.10(a) of the Government Code, and received approval from Local Agency Formation Commission therefore; and

WHEREAS, the Joint Powers Law (Government Code §6500, et seq.) permits public entities, after receiving the prior consent of their respective legislative bodies, to jointly exercise powers common to the contracting parties, including the power to provide for library services, and the Members did create a Joint Powers Authority in 1994 for library services; and

WHEREAS, the Members desire to continue to collect the benefit assessment which expires June 30, 2005, and to revise their contractual relationship by enactment of this Joint Powers Agreement of 2001 to restate and clarify its powers and to explore other funding options, such as a Mello- Roos Community Facilities District or other funding which may replace the current benefit assessment revenues; and

WHEREAS, pursuant to Government Code § 6500 et seq., the agency created under this Agreement (as defined herein) shall possess such common powers of the Members as specifically delegated in this Agreement, and may exercise such powers, as specified in this Agreement, and may exercise any additional powers granted to it pursuant to State law; and

WHEREAS, by this Agreement, the Members desires to amend and restate their intentions concerning the Library Joint Powers Authority for the purposes set forth in accordance with Government Code §6500, and all other relevant State and federal laws to exercise the powers provided herein.

NOW, THEREFORE, the Members, for and in consideration of the mutual agreements and covenants herein contained, do agree as follows:

AGREEMENT

SECTION 1. Definitions.

Unless the context otherwise requires, the terms defined in this section and initially capitalized in the text shall for all purposes of this Agreement have the meanings herein specified. Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa, and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender, as appropriate.

"Agency" shall mean the Library Joint Powers Authority (Library JPA), a joint exercise of powers agency created by the Members hereunder.

"Agreement" shall mean this Joint Exercise of Powers Agreement as it may from time to time be amended by all supplemental agreements entered into pursuant to the terms of this Agreement.

"Brown Act" shall mean the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (Sections 54950 to 54961)), and any subsequent legislation hereinafter enacted.

"Governing Board" shall mean the group of individuals, each of whom has been appointed by the respective Member jurisdictions, and which has the collective authority to exercise jointly the powers of the Agency .

"Member" shall mean each of the cities of Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Milpitas, Monte Sereno, Morgan Hill and Saratoga, and the County of Santa Clara, of which there are ten, together with any additional Member executing this Agreement, and shall include any alternate appointed by the Member, except those that have withdrawn in accordance with the terms of this Agreement.

"Population" shall mean the count based upon the State of California, Department of Finance, annual population estimate as of January 1.

"State" shall mean the State of California.

"Voting Representative" shall mean the elected official who has been designated by each Member to represent the Member.

SECTION 2. Purpose and Method.

SECTION 2.1 Purpose of Agreement. The Members of this Agreement, with the consent of their respective legislative bodies, hereby join together for the purpose of providing library services within their communities by establishing a Library Joint Powers Authority to

exercise the powers described herein. In accordance with Section 6503 of the Government Code, the purpose of this Agreement is to create a separate public agency that will be responsible for the development, administration and operation of an integrated public library system.

SECTION 2.2 Administering Agency as a Separate Public Entity. Pursuant to Government Code § 6500 et seq., the Agency was hereby created and is hereby affirmed, known as the "Library Joint Powers Authority of Santa Clara County" ("Library JPA") As provided in Section 6507 of the Government Code, the Agency is a public entity separate from each of the Members.

SECTION 2.3 Filing of Notice of Agreement. The Agency shall, within 30 days after the effective date hereof, cause a notice of this Agreement in the form attached hereto as Exhibit A, to be prepared and filed with the office of the Secretary of State, as required by Section 6503.5 of the Government Code.

SECTION 3. Powers.

SECTION 3.1 Powers to be Exercised. In furtherance of its purpose as stated above, the Agency shall possess the common powers of the Members, in accordance with Section 6508 of the Government Code, and is authorized, in its own name, to do all acts necessary or convenient for the exercise of such powers, and all other acts authorized by State Law, including but not limited to any or all of the following: to make and enter contracts, to employ agents, or to acquire, construct, manage, maintain or operate any building, works or improvements, or to acquire, hold or dispose of property, including real property, to incur liabilities or obligations, and to sue and be sued in its own name.

SECTION 3.2 Manner of Exercise. The Agency shall exercise such powers authorized in Section 3.1 hereof, in a manner consistent with the purposes in Section 2.1 hereof, all in accordance with Section 6508 of the Government Code.

SECTION 3.3 Restrictions on Agency Power. As required by Section 6509 of the Government Code, the Agreement requires that the exercise of powers provided in Section 3.1 hereof are subject to the restrictions upon the manner of exercising the power of one of the contracting parties hereto which shall be the County of Santa Clara as it is a Member with flexibility in the exercise of its powers.

SECTION 3.4 Term and Termination of Powers. The Agency shall continue to exercise the powers herein conferred upon it until the termination of the Agreement. This Agreement shall become effective as of the date hereof, and shall remain in full force and effect unless and until 60% of all Members (as distinguished from 60% of all Voting Representatives) thereof approve to terminate the Agreement. All participating Members will be notified in writing thirty (30) days prior to the termination of the Agency. The termination of the Agency shall include a termination plan for the disposition of Agency assets as set forth in section 4.2 below, consistent with Section 6511 for the Disposition of Property and 6511 pertaining to the Disposition of Money, however, the Agency may alter the disposition plan set out in Section 4.2

to reflect changes in the Agency and its sources of funding, if prior to termination, the Agency amends Section 4.2 by enacting an amendment to this Agreement.

SECTION 3.5 Joint Funding Authority. The Agency shall have the authority to make any enactment for the collection of revenue to finance the activities of the Agency, including but not limited to a Mello-Roos Community Facilities District, and to levy and collect a special tax.

SECTION 3.6 Withdrawal and Addition of Members.

A) A Member may withdraw from this Agreement upon written notice to the Governing Board. If any Member wishes to terminate their participation in this Agreement, notice of termination must be sent no later than August 1 of any year of its intent to withdraw from the Agency effective on July 1 of the following year. A Member which withdraws shall be subject to all procedural and substantive requirements of law applicable to withdrawal from a joint powers agreement. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Governing Board, which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon filing notice with the office of the Secretary of State of the State, in accordance with the terms of this Agreement.

B) A city may be added as a Member to this Agreement upon: (i) the filing, by such city, of an executed counterpart of this Agreement, together with a certified copy of the resolution of the City Council of such city approving this Agreement and the execution and delivery hereof; and (ii) the adoption of a resolution of the Governing Board by not less than 60 % of all Members thereof approving the addition of such city as a Member. Upon satisfaction of such conditions, the Governing Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon filing with the office of the Secretary of State of California in accordance with the terms of this Agreement.

SECTION 4. Financing and Property of the Agency.

SECTION 4.1 Obligations of the Agency. The debts, liabilities and obligations of the Agency, shall not constitute debts, liabilities or obligations of any of the Members, as provided for by Section 6508.1 of the Government Code.

SECTION 4.2 Property. Library building leases and other agreements relating to library buildings shall remain in full force and effect. Consistent with applicable law, existing library property and library property acquired solely with library district Revenue (as specified in Section 4.3 below) remains the Agency property of the Agency. Property acquired from benefit assessment revenues and proceeds of Mello-Roos or other special tax shall be the property of the Agency, subject to distribution in the Governing Board's discretion to any member city which withdraws from this agreement.

SECTION 4.3 Revenue. The parties to this agreement hereby reconfirm existing revenue sources and commit to their continuance at their current proportion to the extent permitted by law. These revenue sources are:

- a. Property Tax apportioned to the County Library District
- b. Motor Vehicle in-Lieu Tax,
(3.9% of that amount distributed to the County of Santa Clara pursuant to Revenue and Taxation Code Section 11005(B)(2) or its successor provisions)
- c. County retirement levy for county library employees
- d. State Public Library Fund
- e. State and Federal Library Services Act funds
- f. State Grants to the Library JPA
- g. Interest Earnings

SECTION 4.4 Funding Formula. Parties to this agreement hereby reconfirm the "funding formula" for libraries as follows:

Funding of personnel and library materials at each library facility shall be a function of three equally weighted factors: circulation, assessed value component net of any redevelopment agency impact, and population of each library service area, adjusted so as to provide minimum service levels set forth below.

The Library Joint Powers Board may change the foregoing formula, provided minimum service levels are not adversely affected.

SECTION 4.5 Minimum Service Levels. The parties to this agreement agree to minimum service levels as follows, providing revenues are maintained at the 1993-94 fiscal year level and a benefit assessment or succeeding revenue source, including but not limited to a Mello-Roos Community Facilities District special tax which is levied and collected:

- 1. 30 hours, 5 days per week at every community library;
- 2. 20 hours per week at branches such as Woodland;
- 3. bi-weekly bookmobile service;
- 4. administrative, collection and technical services, including support appropriate to public service hours listed above.

SECTION 4.6 System Support. The parties agree that financial support of the library system equipment, acquisitions, administration and central staff support is essential. To that end, the following shall be provided:

- 1. A minimum materials budget proportionately adjusted to the equivalent of a \$1.1 million budget in fiscal year 1995-96.

2. Additional assessments beyond those levied by the Agency levied for enhanced services in a particular community library shall be appropriated by the Board and as approved by the Board member(s) representing the community library's service area for direct services and materials. No more than 10% of such an additional benefit assessment may be appropriated by the Governing Board for central staff support.

SECTION 4.7 Investment of Surplus Funds. As provided in Section 6509.5 of the Government Code, the Agency shall have power to invest in the treasury any money that is not required for the immediate necessities of the Agency, as the Agency determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the Government Code, as amended or supplemented from time to time, for moneys covered thereby.

SECTION 4.8 Fiscal Year. Unless and until changed by a resolution of the Agency, the fiscal year of the Agency shall commence July 1st and terminate June 30th of each year.

SECTION 4.9 Contributions and Advances. Any Member may contract with the Agency for additional services and may contribute or advance public funds, personnel, equipment or property in addition to and those specified in Section 4.3, for any of the purposes of the Agreement. Any such advance may be made subject to repayment, and in such case shall be repaid in the manner agreed upon by the Member making such advance and the Agency, as permitted by Section 6512.1 of the Government Code. The Members may allow the use of personnel, equipment or other items in lieu of other contributions or advances to the Agency.

SECTION 4.10 Disposition of Money. In accordance with Section 6512 of the Government Code, upon the termination of this Agreement, any surplus money in possession of the Agency or on deposit in any fund or account of the Agency shall be returned in proportion to the contributions made under 4.9, as required by Section 6512 of the Law, and any other property of the Agency shall be divided among the Members in such manner as shall be determined by the Agency in accordance with the Law.

SECTION 4.11 Indemnification. Notwithstanding Section 4.1 hereof, and State Law, (Government Code section 895.2) to the extent that liability is imposed or a claim is made on a Member, for any reason whatsoever, directly or indirectly arising out of the activities of a Member (the "Indemnifying Member") to the full extent permitted by law, the Indemnifying Member shall indemnify, defend and hold harmless each of the other Members and their respective officers, directors, employees, and agents against any and all costs, expenses, losses, claims, damages, and liabilities arising out of or in connection with the Indemnifying Member's actions. Notwithstanding the provisions of Section 895.6 of the Government Code of the State of California, no Indemnifying Member shall have any right to contribution from any other Member.

SECTION 4.12 Annual Operating Budget. The Governing Board of the Agency shall consider and adopt the annual operating and capital improvements budgets for the library system.

SECTION 5. Governing Board

SECTION 5.1 Membership. The Agency shall be administered by the Governing Board ("Governing Board"), whose Voting Representatives shall be, at all times, designees of the Members. Each Member shall designate one council member and the County Member shall designate two members of the Board of Supervisors as the Voting Representatives. Each City Member may designate one alternate Voting Representative and the County may designate two alternate Voting Representatives. The selection process for each Voting Representatives and Voting Representative alternate shall be determined by the governing body of the Members.

SECTION 5.2 Term of Service. Each Voting Representative and alternate Voting Representative of the Governing Board shall serve at the pleasure of the Member City or County designating such Voting Representatives and alternate Voting Representatives.

SECTION 5.3 Reimbursement of Expenses. Voting Representatives, and their alternates, may receive compensation if the Agency so provides by Agency action and shall be entitled to reimbursement for any reasonable expenses actually incurred in connection with serving as a Voting Representative or alternate, if the Governing Board shall so determine and there are unencumbered funds appropriated by the Governing Board for such purpose.

SECTION 6. Meetings of the Governing Board.

SECTION 6.1 Regular Meetings. The Governing Board shall hold at least four regular meetings each year, and, by resolution, may provide for the holding of regular meetings at more frequent intervals. The date upon which, and the hour and place at which, each such regular meeting shall be held shall be fixed by resolution of the Governing Board. To the extent permitted by the Brown Act, such meetings may be held by teleconference.

SECTION 6.2 Special Meetings. Special meetings of the Governing Board may be called in accordance with the provisions of Section 54956 of the Brown Act, as amended or supplemented from time to time. To the extent permitted by the Brown Act, such meetings may be held by teleconference.

SECTION 6.3 Notice. All meetings of the Governing Board shall be called, noticed, held and conducted subject to the provisions of the Brown Act.

SECTION 6.4 Minutes. The Secretary of the Governing Board shall cause minutes of all meetings of the Governing Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Voting Representative of the Governing Board.

SECTION 6.5 Quorum. A majority of the Voting Representatives, including the alternate of a Voting Representative in his/her absence, shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time.

SECTION 6.6 Actions by Governing Board The Governing Board shall take no action except upon the affirmative vote of the majority of the Voting Representatives of the Governing Board present, except that a majority of the Governing Board, not of the quorum, shall be required for the levy of any tax.

SECTION 7. Officers.

SECTION 7.1 President, Vice President and Secretary. The Governing Board shall annually elect a President and Vice-President of the Agency from among its Voting Representative and shall appoint a Secretary of the Agency, who need not be a Voting Representative of the Governing Board. In furtherance of its purpose as provided for herein, the Voting Representatives of the Governing Board shall have the power to determine the number such other officers as it may deem necessary.

SECTION 7.2 Fiscal Agent. The Governing Board shall establish a Finance Committee which shall oversee all matters pertaining to the financial structure of the Agency, subject to change as agreed to by the Voting Representatives of the Agency. The Finance Director of the County of Santa Clara shall be the Fiscal Agent who shall be the depository for the Agency. The Fiscal Agent shall have custody of all money of the Agency, from whatever source, in accordance with Section 6506 of the Government Code. The duties of the Fiscal Agent are to:

A) Receive and account for all money of the Agency and place it in the treasury designated to the credit of the Agency.

B) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all money of the Agency, so held by the Fiscal Agent.

C) Pay, when due, all sums payable to the Agency, out of money of the Agency held by Fiscal Agent.

D) Pay any other sums due from the Agency, from agency or entity 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) The Fiscal Agent is responsible for obtaining an Auditor/Controller for the Agency in accordance with Section 6505.5 of the Government Code.

F) Verify and report in writing to the Agency and to the Members on the first day of July, October, January, and April of each year, by the Fiscal Agent for the Agency, all account activity

of the Agency since Fiscal Agent's last report.

G) The Fiscal Agent shall provide for strict accountability of all funds, and report of all receipts and disbursements as required under Section 6505 of the Law. The Fiscal Agent shall provide an audit, or pursuant to Government Code § 6505, contract with a certified public accountant to make an annual audit. An annual audit of the accounts and records of the Agency, as required by Section 6505 of the Law shall be provided in a timely manner. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant, a report thereof shall be filed with each Member. Such report shall be filed within nine (9) months of the end of the fiscal year under examination. Any costs of the audit, including contracts with, or employment of, certified public accountants in making an audit pursuant to this section, shall be specified in the Contract with the Fiscal Agent and shall be borne by the Agency. The Governing Board may, by unanimous consent of the Governing Board Voting Representative, replace the annual audit with other acceptable audit practices.

SECTION 7.3 Officers Having Access to Property. The County Librarian is reaffirmed and designated to have charge of, handle, or have access to any property of the Agency, and he or she shall file an official bond with the Secretary of the Agency in the amount fixed by the Governing Board, all as required by Section 6505.1 of the Government Code. If and to the extent permitted by law, any such officer may satisfy this requirement by filing an official bond obtained in connection with another public office.

SECTION 7.4 Employees. The Governing Board shall have the power to determine the number such other library staff positions as it may deem necessary, and to retain independent accountants, legal, computer systems advisors, and other consultants. The County Librarian, and all library personnel, shall be employees of the County of Santa Clara and subject to the County's labor agreements and personnel rules and merit system rules. The County Librarian is appointed by and reports to the County Executive. Pursuant to this agreement, the County Librarian also reports to the Governing Board which may make recommendations to the County Executive relating to the selection and performance of the County Librarian.

SECTION 7.5 Administrative Staffing. The County of Santa Clara will continue to provide legal, purchasing, payroll, budget, treasury and other services to the library system and shall be reimbursed for the reasonable cost of these services. The Agency may also contract with individual cities or other entities for library services, facilities, and/or administrative support (such as, but not limited to, counsel, purchasing, payroll, budget, etc.).

SECTION 7.6 Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits that apply to the activities of the officers, agents or employees of the Voting Representative when performing their respective functions within the territorial limits of their respective jurisdictions, shall apply to them to the same degree and extent while

engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

SECTION 8. Executive Director

The County Librarian is the Executive Director. The duties of the Executive Director are to:

(A) Work as staff to the Governing Board to coordinate the ongoing operations and to develop and implement standards, policies and procedures consistent with the direction of the Governing Board.

(B) Develop meeting agendas, meeting minutes, and publishing notices of meetings.

(C) Provide reports, as requested by the Governing Board, in a timely manner.

(D) Cause to have publicly posted the notices of meetings of the Agency in order to conform to the Brown Act.

(E) Other duties as assigned by the Governing Board.

SECTION 9. General Responsibilities of the Voting Representatives

SECTION 9.1 Voting Representative is required to:

(A) Adhere to standards, policies, and procedures developed by the Governing Board.

(B) Participate in ad hoc advisory committees that assist the Governing Board in the development of ongoing standards, policies and procedures.

(C) Attend meetings of the Library JPA.

SECTION 10. Accounts and Reports.

SECTION 10.1 Accountability. The Agency shall provide for strict accountability of all funds and report of all receipts and disbursements, in accordance with Section 6505 of the Government Code, and shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any resolution of the Agency. The books and records of the Agency shall be open to inspection at all reasonable times by the Members, and their designated representatives.

The Agency shall maintain during the term of the Agreement appropriate books, records, accounts and files relating to the revenues of, and expenses of maintenance and operation of, the

Agency, all of which shall be open to inspection at all reasonable times by the Members and their designated representatives.

SECTION 11. Library Policies

All policies relating to the provision of library services, including operation hours, organization, staffing levels and type, and other services, shall be determined by the Governing Board. Current policies with respect to the library shall continue in full force and effect until changed by the Board. In addition, libraries are subject to general State laws with respect to libraries, including the provisions of Education Code section 19146 which vests power to select materials in the County Librarian.

SECTION 12. Default

If default shall be made by any Member in any covenant contained in this Agreement, such default shall not excuse any other Member from fulfilling its obligations under this Agreement, and the other Members shall continue to be liable for the payment of all

contributions and the performance of all obligations contained herein. The Members hereby declare that the Agreement is entered into for the benefit of the Agency created hereby, and the Members hereby grant to the Agency the right to enforce, by all lawful means, all of the obligations that the Agency deems appropriate for each Member hereunder. Each and all of the remedies given to the Agency hereunder or by any law, now or hereafter enacted, are cumulative and the exercise of any one right or remedy shall not impair the right of the Agency to any or all other remedies.

SECTION 13. Third Party Beneficiary.

It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Members. Nothing contained in this Agreement shall give or allow any claim of right of action whatsoever by any other third person. It is the express intention of the Members that any such person or entity receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

SECTION 14. Severability.

Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

SECTION 15. Successors; Assignment.

This Agreement shall be binding upon and shall inure to the benefit of the successors of each of the Members. Except to the extent expressly provided herein, no party may assign any right or obligation hereunder without the written consent of the all other Members.

SECTION 16. Amendment of the Agreement.

This Agreement may be amended by a supplemental agreement executed by all of the Members at any time; provided, however that this Agreement may terminate only in accordance with Section 3.4 hereof.

SECTION 17. Waiver of Personal Liability.

No Voting Representative, agent, officer or employee of the Agency or any of the Members shall be individually or personally liable for any claims, losses, damages, costs, injury and liability of every kind, nature and description arising from the actions of the Agency or the actions undertaken pursuant to this Agreement. To the full extent permitted by law, the Governing Board may authorize indemnification by the Agency, or by reservation of rights, of any person who is or was a Voting Representative of the Governing Board, or an officer, employee or other agent of the Agency or of a Member, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Voting Representative, against expenses, judgments, fines, settlements, costs and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Agency and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Agency, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

SECTION 18. Conflict of Interests Code.

The Agency shall adopt a Conflict of Interests Code to the extent required by law.

SECTION 19. Captions.

References to sections shall be to Sections herein. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

SECTION 20. Counterparts.

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

SECTION 21. Governing Law.

This Agreement should be construed in accordance with and governed by the laws of the State.

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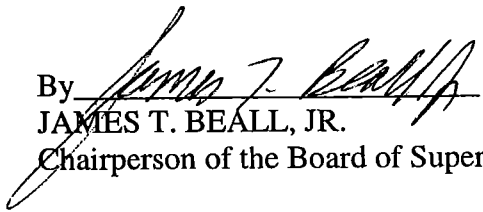
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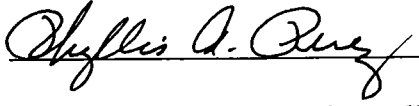
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized proper officers, and their official seals to be hereto affixed, as of the day and year first above written.

COUNTY OF SANTA CLARA

By 
JAMES T. BEALL, JR.
Chairperson of the Board of Supervisors

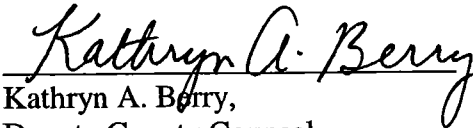
DATE: SEP 11 2001

ATTEST: PHYLLIS A. PEREZ, Clerk
Board of Supervisors



DATE: SEP 11 2001

Approved as to form and Legality:


Kathryn A. Berry,
Deputy County Counsel

DATE: August 23, 2001

(2)

(3)

(4)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized proper officers, and their official seals to be hereto affixed, as of the day and year first above written.

SANTA CLARA COUNTY FREE LIBRARY DISTRICT

By Barbara Nesbet.
BARBARA NESBET
Chairperson of the Joint Powers Authority Board

DATE: Nov. 27, 2001

ATTEST: Susan Fuller, County Librarian

Susan Fuller

DATE: Nov. 27, 2001

Approved as to form and legality:

Kathryn A. Berry
Kathryn A. Berry,
Deputy County Counsel


DATE: _____

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CITY OF CAMPBELL


By: Matthew T. Dean
Its: Mayor

DATE: October 2, 2001

City Clerk


Anne Bybee

DATE: October 2, 2001

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CITY OF Cupertino

By:
Its:

City Clerk

Kimberly Smith

DATE:

DATE: 9/18/01

Sept 10, 2001

Charles T. Kilian

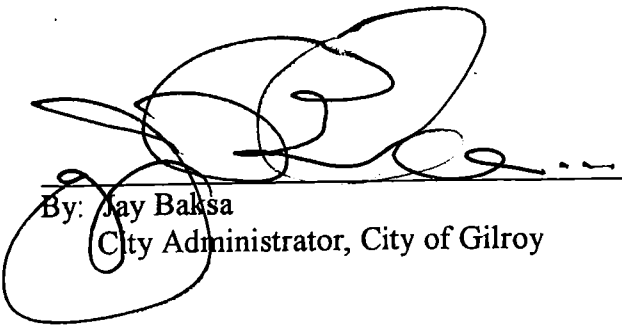
approved as to form

CHARLES T. KILIAN

CITY ATTORNEY

DATE: Shonda L. James
9/19/01

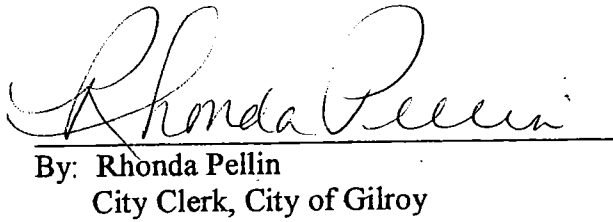
CITY OF GILROY



By: Jay Baksa
City Administrator, City of Gilroy

DATE: 9/25/01

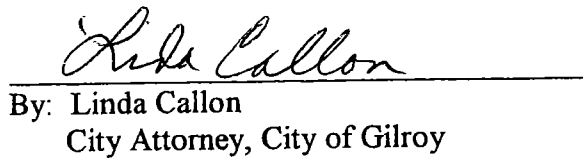
ATTEST:



By: Rhonda Pellin
City Clerk, City of Gilroy

DATE: 9-25-01

APPROVED AS TO FORM:



By: Linda Callon
City Attorney, City of Gilroy

DATE: Sept. 24, 2001

CITY OF Los Altos

King Fran
By: _____
Its: Mayor

DATE: _____

City Clerk

Carol Schary DATE: _____

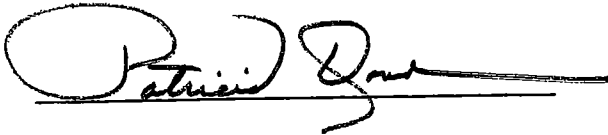
CITY OF Los Altos Hills


By: Toni Casey

Its: Mayor

DATE: September 20, 2001

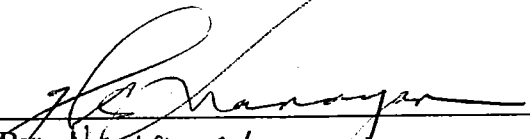
City Clerk


Patricia Zander

DATE: September 20, 2001

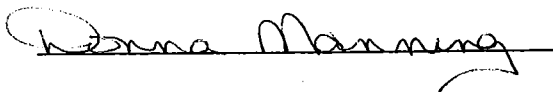
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CITY OF MILPITAS


By: HENRY MANAYAN
Its: MAYOR

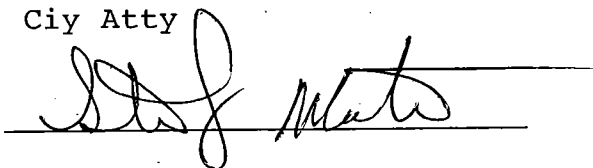
DATE: 7/5/02

City Clerk, Deputy


Donna Manning

DATE: 7/5/02

Ciy Atty


City Attorney

DATE: 7/2/2002

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CITY OF Monte Sereno


By: Brian Loventhal
Its: City Manager

DATE: 9/26/01

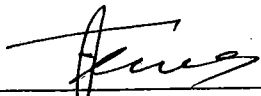
City Clerk



DATE: 9/26/01

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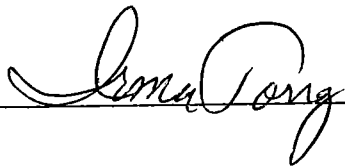
CITY OF MORGAN HILL



By: J. Edward Tewes
Its: City Manager

DATE: October 8, 2001

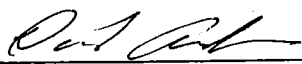
City Clerk



DATE: October 8, 2001

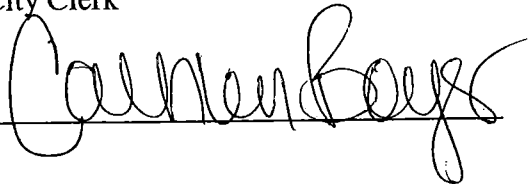
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CITY OF Saratoga


By: Dave Anderson
Its: City manager

DATE: 9-24-2001

City Clerk



DATE: 9-24-01

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