



**DISCUSSION ITEMS**

**Agenda Item # 4**

**AGENDA REPORT SUMMARY**

**Meeting Date:** April 14, 2020

**Subject:** Resolution 2020- 04: North County Library Authority Joint Powers Agreement (JPA) Amendment

**Prepared by:** Chris Jordan, City Manager

**Attachment(s):**

- Resolution 2020-04, with Attachment
- North County Library Joint Powers Agreement
- Questions from City Council

**Initiated by:**

North County Library Authority

**Previous Council Consideration:**

**Fiscal Impact:**

Not Applicable

**Environmental Review:**

Not applicable

**Policy Question(s) for Council Consideration:**

- Does the City Council wish to approve the amendment to the JPA which clarifies that the JPA will pay for certain administrative services directly?

**Summary:**

- The City of Los Altos and the Town of Los Altos Hills formed the North County Library Authority JPA in
- The original JPA indicated that certain expenses would be paid by the City of Los Altos and other expenses would be split between the 2 cities
- The amendment allows for certain expenses to be paid directly by the JPA

**Recommended Motion:**

Move to approve Resolution 2020-04, amending the North County Library Authority Joint Powers Agreement

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**Reviewed By:**

City Manager

*CJ*

City Attorney

*JH*

Finance Director

*SE*

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**Subject:** Resolution 2020- 04: North County Library Authority Joint Powers Agreement (JPA) Amendment

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### **Purpose**

The North County Library Authority (NCLA) is requesting that the Council approve an amendment to the JPA to allow for certain expenses incurred by the JPA to be paid by the JPA, not by the Cities of Los and Los Altos Hills.

### **Background**

In 1985, the Town of Los Altos Hills and the City of Los Altos formed a Joint Powers Agreement (JPA) as a means to provide additional support for libraries in Los Altos. Under section 12 of the original JPA (“Bonding Persons Having Access to Property”) the following language was included:

*“The City of Los Altos shall provide staff and basic services at no cost to the Agency. All costs and expenses of an outside nature such as auditing, legal, consultants or the like, shall be apportioned equally among member agencies.”*

The NCLA Board has approved the following additional language to this section:

*“If Agency Commission chooses by majority vote to hire a consultant or consultants solely for administrative support to serve the Agency, those costs shall be paid for with the Agency’s Operating Fund funded from a special tax or any other lawful revenue sources. Neither Member Entity shall be obligated to pay for such support staff out of its General Fund.”*

The Final First Amendment to the JPA, as approved by the NCLA board, is attached.

### **Recommendation**

The NCLA Board requests the Council approve Resolution 2020-04, approving the amendment to the NCLA Joint Powers Agreement.

**RESOLUTION NO. 2020-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS  
APPROVING THE FIRST AMENDMENT TO THE NORTH COUNTY  
LIBRARY AUTHORITY JOINT POWERS AGREEMENT**

**WHEREAS**, the city of Los Altos and the Town of Los Altos Hills are both members of the North County Library Authority (NCLA) JPA since 1985; and

**WHEREAS**, the board of NCLA has determined that an amendment to the JPA is necessary to properly allocate expenses of NCLA; and

**WHEREAS**, the amendment at Attachment A would allow NCLA to pay directly for consultants and other special services approved by the NCLA Board;

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Los Altos hereby approves the First Amendment to the North County Library Authority Joint Powers Agreement at Attachment A and authorizes the Mayor to sign the Amendment.

**I HEREBY CERTIFY** that the foregoing is a true and correct copy of a Resolution passed and adopted by the City Council of the City of Los Altos at a meeting thereof on the \_\_\_\_ day of \_\_\_\_, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Janis C. Pepper, MAYOR

Attest:

\_\_\_\_\_  
Jon Maginot, CMC, CITY CLERK

**From:** [Jan Pepper](#)  
**To:** [Chris Jordan](#); [Dennis Hawkins](#); [Jon Maginot](#)  
**Cc:** [Marcie Scott](#)  
**Subject:** Fw: JPA Amendment  
**Date:** Tuesday, February 4, 2020 1:41:28 PM  
**Attachments:** [LAH First Amendment to NCLA JPA.pdf](#)  
[FINAL First Amendment to JPA \(1\\_2020\).doc](#)

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Dear Chris,

NCLA has proposed an amendment to the JPA agreement, which requires that each jurisdiction approve the change in the JPA. Los Altos Hills recently approved the change and the Los Altos City Council will also need to consider this change. Attached please find the staff memo, resolution, and amendment to the NCPA JPA agreement. Can you please add this to the next City of Los Altos city council agenda? I think this can be included in the consent agenda.

Thank you,  
Jan

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**From:** Marcie Scott <[msscott@solutions-mrg.com](mailto:msscott@solutions-mrg.com)>  
**Sent:** Tuesday, February 4, 2020 07:05 AM  
**To:** Jan Pepper <[jpepper@losaltosca.gov](mailto:jpepper@losaltosca.gov)>  
**Cc:** [cccarrigan@yahoo.com](mailto:cccarrigan@yahoo.com) <[cccarrigan@yahoo.com](mailto:cccarrigan@yahoo.com)>  
**Subject:** JPA Amendment

Hello Jan,  
Please see attached the staff report from Carl Cahill for the Los Altos Hills agenda item for Council adoption of the NCLA JPA Amendment. I have requested a signed copy from Deborah Padovan, Town Clerk, when it is ready. I am also attaching the unsigned amendment language. Let me know if you need anything from me to move this forward for consideration by Los Altos City Council.

Best,  
Marcie

**Marcie Scott**

Human Resources Consultant  
Municipal Resource Group  
**Mobile: (310) 729-5197**  
[msscott@solutions-mrg.com](mailto:msscott@solutions-mrg.com)

**FIRST AMENDMENT TO THE JOINT POWERS AGREEMENT OF  
NORTH COUNTY LIBRARY AUTHORITY**

This First Amendment to the Joint Powers Agreement (“First Amendment”) is made and entered into on the 13<sup>th</sup> day of January, 2020, by and between the City of Los Altos, a municipal corporation and the Town of Los Altos, a municipal corporation, both situated in the County of Santa Clara, State of California (collectively the “Parties”).

RECITALS

WHEREAS, on August 1, 1985, the City of Los Altos and the Town of Los Altos Hills, both located in Santa Clara County, entered into a Joint Powers Agreement (the “JPA”) to form the North County Library Authority (the “Agency”); and

WHEREAS, pursuant to Government Code sections 6500 *et seq.*, the parties to the JPA desire to amend the JPA to provide clarifying language changes with regard to the use of Agency funds.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

1. Section 12. “Bonding Persons Having Access to Property” is hereby amended as follows:

“Section 12. Bonding Persons Having Access to Property. Officers or person or persons who have charge of, handle or have access to any money of the Agency, shall be required to file an official bond with the Agency in such amount as may be established by the Commission. Should an existing bond of any said officer or officers or person or persons be extended to cover the obligation provided herein, said bond shall be the official bond of said officers or officer or person or persons required to be posted herein. The premium of any such bond or bonds shall be an appropriate expense of the Agency. Any payment to the treasurer or auditor-controller required in the operation of the Agency shall be an appropriate charge against the Agency.

The Administrative Officer shall have the responsibility of any and all property of Agency and shall indicate approval of all claims and demands for the disbursement of Agency funds prior to submittal of said claims and demands to the Commission for approval.

The City of Los Altos shall provide staff and basic services at no cost to the Agency. All costs and expenses of an outside nature such as auditing, legal, consultants or the like, shall be apportioned equally among the Member Entities.

If Agency Commission chooses by majority vote to hire a consultant or consultants solely for administrative support to serve the Agency, those costs shall be paid for with the Agency's Operating Fund funded from a special tax or any other lawful revenue sources. Neither Member Entity shall be obligated to pay for such support staff out of its General Fund.

Section 5: This amendment is effective July 1, 2019.

Section 6: All other provisions and terms of the JPA are to remain unchanged.

Section 7: Counterparts. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. If this Amendment is executed in counterparts, no signatory hereto shall be bound until all the parties named below have duly executed, or caused to be duly executed, a counterpart of this Amendment by an authorized signatory.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

ATTEST:

City Clerk  
City of Los Altos

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

Dated: \_\_\_\_\_

ATTEST:

Town Clerk  
Town of Los Altos Hills

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

Dated: \_\_\_\_\_

City of Los Altos

By \_\_\_\_\_  
Mayor

Town of Los Altos Hills

By \_\_\_\_\_  
Mayor

TOWN OF LOS ALTOS HILLS  
Staff Report to the City Council

January 31, 2020

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SUBJECT: RESOLUTION APPROVING THE FIRST AMENDMENT TO THE JOINT  
POWERS AGREEMENT OF THE NORTH COUNTY LIBRARY  
AUTHORITY

FROM: Carl Cahill, City Manager *C.C.*

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RECOMMENDATION: That the City Council

Adopt the attached resolution approving and authorizing the Mayor to sign the First Amendment to the Joint Powers Agreement of the North County Library Authority.

BACKGROUND:

On August 1, 1985, the Town and the City of Los Altos entered into a Joint Exercise of Powers Agreement (JPA) to form the North County Library Authority (NCLA). Attached is a copy of Resolution 94-85 and the agreement. Section 18 of the Agreement states that the Agreement may be amended in any particular, from time to time, by unanimous action of the member entities.

DISCUSSION:

The NCLA now wishes to amend the agreement relating to Section 12 "Bonding Persons Having Access to the Property." The addition of the following language has been proposed in order to explicitly authorize the NCLA to hire professional administrative support directly from NCLA funds:

"If Agency Commission chooses by majority vote to hire a consultant or consultants solely for administrative support to serve the Agency, those costs shall be paid for with the Agency's Operating Fund funded from a special tax or any other lawful revenue sources. Neither Member Entity shall be obligated to pay for such support staff out of its General Fund."

The original JPA, in Section 7, allows for the NCLA to "appoint or employ an Administrative Officer or any action Administrative Officer who shall perform such duties as may be imposed by the Commission and who shall report to the Commission."

Additionally, the First Amendment adds paragraph 7 allowing for signature counterparts:

"Section 7: Counterparts. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. If this Amendment is executed in counterparts, no signatory hereto shall be bound until all the parties named below have duly executed, or caused to be duly



executed, a counterpart of this Amendment by an authorized signatory.”

FISCAL IMPACT:

There is no fiscal impact as the NCLA will authorize and pay any funds directly.

ATTACHMENTS

1. Proposed Resolution
2. Resolution 94-85 and Agreement
3. First Amendment to the Joint Powers Agreement of the North County Library Authority

**RESOLUTION -20**

**RESOLUTION OF THE CITY COUNCIL  
OF THE TOWN OF LOS ALTOS HILLS  
APPROVING FIRST AMENDMENT TO THE JOINT POWERS AGREEMENT OF  
THE NORTH COUNTY LIBRARY AUTHORITY**

**WHEREAS**, On August 1, 1985, the Town and the City of Los Altos entered into a Joint Exercise of Powers Agreement to form the North County Library Authority (NCLA); and

**WHEREAS**, the NCLA now wishes to amend the agreement relating to Section 12 "Bonding Persons Having Access to the Property" to allow the NCLA to hire support staff directly from NCLA funds;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the Town of Los Altos Hills that the Mayor is hereby authorized and directed to execute the First Amendment to the Joint Powers Agreement of the North County Library Authority on behalf of the Town of Los Altos Hills.

The above and foregoing Resolution was passed and adopted by the City Council of the Town of Los Altos Hills at a special meeting held on the 31<sup>th</sup> day of January 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

BY: \_\_\_\_\_  
Michelle Wu, Mayor

ATTEST:

\_\_\_\_\_  
Deborah Padovan, City Clerk

**FIRST AMENDMENT TO THE JOINT POWERS AGREEMENT OF  
NORTH COUNTY LIBRARY AUTHORITY**

This First Amendment to the Joint Powers Agreement (“First Amendment”) is made and entered into on the 13<sup>th</sup> day of January, 2020, by and between the City of Los Altos, a municipal corporation and the Town of Los Altos, a municipal corporation, both situated in the County of Santa Clara, State of California (collectively the “Parties”).

RECITALS

WHEREAS, on August 1, 1985, the City of Los Altos and the Town of Los Altos Hills, both located in Santa Clara County, entered into a Joint Powers Agreement (the “JPA”) to form the North County Library Authority (the “Agency”); and

WHEREAS, pursuant to Government Code sections 6500 *et seq.*, the parties to the JPA desire to amend the JPA to provide clarifying language changes with regard to the use of Agency funds.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

1. Section 12. “Bonding Persons Having Access to Property” is hereby amended as follows:

“Section 12. Bonding Persons Having Access to Property. Officers or person or persons who have charge of, handle or have access to any money of the Agency, shall be required to file an official bond with the Agency in such amount as may be established by the Commission. Should an existing bond of any said officer or officers or person or persons be extended to cover the obligation provided herein, said bond shall be the official bond of said officers or officer or person or persons required to be posted herein. The premium of any such bond or bonds shall be an appropriate expense of the Agency. Any payment to the treasurer or auditor-controller required in the operation of the Agency shall be an appropriate charge against the Agency.

The Administrative Officer shall have the responsibility of any and all property of Agency and shall indicate approval of all claims and demands for the disbursement of Agency funds prior to submittal of said claims and demands to the Commission for approval.

The City of Los Altos shall provide staff and basic services at no cost to the Agency. All costs and expenses of an outside nature such as auditing, legal, consultants or the like, shall be apportioned equally among the Member Entities.

If Agency Commission chooses by majority vote to hire a consultant or consultants solely for administrative support to serve the Agency, those costs shall be paid for with the Agency's Operating Fund funded from a special tax or any other lawful revenue sources. Neither Member Entity shall be obligated to pay for such support staff out of its General Fund.

Section 5: This amendment is effective July 1, 2019.

Section 6: All other provisions and terms of the JPA are to remain unchanged.

Section 7: Counterparts. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. If this Amendment is executed in counterparts, no signatory hereto shall be bound until all the parties named below have duly executed, or caused to be duly executed, a counterpart of this Amendment by an authorized signatory.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

ATTEST:

City Clerk  
City of Los Altos

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

Dated: \_\_\_\_\_

ATTEST:

Town Clerk  
Town of Los Altos Hills

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

Dated: \_\_\_\_\_

City of Los Altos

By \_\_\_\_\_  
Mayor

Town of Los Altos Hills

By \_\_\_\_\_  
Mayor

## RESOLUTION NO. 94-85

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF  
NORTH COUNTY LIBRARY AUTHORITY JOINT EXERCISE OF POWERS  
AGREEMENT BETWEEN THE CITY OF THE TOWN OF LOS ALTOS HILLS  
AND THE CITY OF LOS ALTOS

RESOLVED, by the City Council of the City of the Town of Los Altos Hills, County of Santa Clara, State of California, that

WHEREAS, the City Council of the City of the Town of Los Altos Hills has read and considered that certain North County Library Authority Joint Exercise of Powers Agreement (herein called the "Joint Powers Agreement" between the City of the Town of Los Altos Hills (herein called the "Town") and the City of Los Altos wherein the North County Library Authority would be created to assist in providing increased public library services and functions and to solve problems related thereto concerning two branch libraries used by residents of the Town but which are located in the City of Los Altos and are operated by the County of Santa Clara; and

WHEREAS, the Town is authorized to enter into an agreement with another public agency including a City to jointly exercise powers which are common to both the Town and the other public agency pursuant to the "Joint Exercise of Powers" Act commencing with Government Code Sec 6500; and

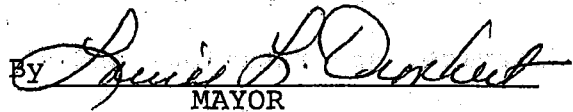
WHEREAS, the providing of public library service is a power which both the Town and the City of Los Altos may exercise,

NOW, THEREFORE, IT IS HEREBY FOUND, ORDERED AND DETERMINED as follows:

1. Public interest and convenience require the entering into of the Joint Powers Agreement, to provide for increased public library services and functions and the Town hereby approves the Joint Powers Agreement.

2. The City of the Town of Los Altos Hills shall enter into, and the Mayor and the City Clerk of the City of the Town of Los Altos Hills be, and they and each of them hereby is authorized and directed on behalf of the Town, respectively, to execute and attest the Joint Powers Agreement between the Town and the City of Los Altos.

REGULARLY passed and adopted this 24th day of July, 1985

BY   
MAYOR

ATTEST:

  
CITY CLERK

NORTH COUNTY LIBRARY AUTHORITY  
JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, dated for convenience as of August 1, 1985, by and between the City of Los Altos, a municipal corporation and the Town of Los Altos Hills, a municipal corporation, both situated in the County of Santa Clara, State of California.

R E C I T A L S

WHEREAS, it will enhance the general welfare and be to the cultural advantage of the inhabitants of each of the parties hereto to provide for the acquisition, operation, maintenance and support of certain public library facilities and the expansion of certain public library activities in connection with the two branch libraries located in the City of Los Altos which are currently being operated by the County of Santa Clara, to the end that the hours of library service may be extended through additional funding to be raised via the levy of special taxes and or charges to be imposed by the proposed Library Commission;

WHEREAS, the parties hereto possess the common power to aid in the provision of increased public library services and functions for the benefit of their respective inhabitants and to provide for solutions to related problems which are of direct concern to the parties hereto in the performance of their constitutional and statutory functions, and to join associations and expend public funds for such purposes, including funds contributed by the parties to this agreement or by any person or any subventions or grants which may be obtained from the federal and/or state governments;



NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein contained, said parties, acting by and through their respective governing bodies, do hereby agree as follows:

Section 1. Definition of Terms.

"ACT" means the provisions of Chapter 5 of Division 7 of Title 1 of the Government Code (commencing with Section 6500) pertaining to joint powers agreements.

"AGENCY" means the North County Library Authority.

"COMMISSION" means the governing board of the North County Library Authority.

"MEMBER ENTITY" means any city party to this agreement.

Section 2. Creation of Agency. There is hereby created a public agency to be known as the "North County Library Authority". The Agency is formed by this Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California relating to the joint exercise of powers common to public agencies. For the purposes of this Agreement, the Agency is a public agency separate from the parties hereto and shall be the agency to administer or execute this Agreement.

Section 3. Purpose. The purpose of this Agreement is to create an agency which will plan, support, acquire, maintain and operate programs and facilities for the extension of public library services for the benefit of the inhabitants within the collective boundaries of the Member Entities.

Section 4. Term and Effect. This Agreement shall become effective when all eligible Member Entities have approved and authorized its execution by their respective governing bodies and shall

continue in full force and effect until such time as the parties agree in writing to terminate the same.

Section 5. Powers. The Agency shall have the power and authority to plan, support, acquire, construct, maintain and operate programs and facilities for the augmentation of public library services for the benefit of the inhabitants of the Member Entities.

The Agency is hereby authorized, in its own name, to do all acts necessary to exercise said power for said purposes, including but not limited to any or all of the following: to make and enter into contracts; apply for and accept grants, advances, and contributions; to employ agents, consultants and employees; to acquire, construct, manage, maintain and operate any buildings, works or improvements; to acquire, hold or dispose of property (real and personal), including but not limited to books, tapes, records, furniture, furnishings and equipment; to sue and be sued in its own name; to conduct elections; to incur debts, liabilities, or obligations; to levy special taxes and/or service charges including but not limited to the power to levy charges and/or to seek approval for the levy of a special tax pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982; to issue revenue bonds, notes, warrants, and other evidences of indebtedness to finance the costs and incidental expenses of the projects of the Agency; to exercise all powers conferred by the Act; and to exercise all other powers common to the Member Entities not herein specifically mentioned which may be necessary to carry out the purpose of this Agreement.

No debt, liability or obligation of the Agency shall constitute a debt, liability or obligation of any Member Entity.

Section 6. Governing Body of the Agency. The Agency shall be governed by the North County Library Commission.

The Commission shall consist of five members each of whom shall have one vote. Each Member Entity shall appoint two commissioners as its representatives on the Commission. A fifth Commissioner shall be appointed by the Los Altos Library Commission. Each Commissioner shall serve for a term of four years, except the first appointees, who shall classify themselves by lot so that two of them shall hold office for two years from the date of organization and three of them shall hold office for four years from the date of organization.

Section 7. Officers and Duties. A President, a Vice-President and a Secretary shall be elected by the Commission from its own members, the term of office for each such office to be one year and until a successor is elected to such office.

The President shall sign all contracts on behalf of the Agency and perform such other duties as may be imposed by the Commission. The Vice-President shall act in the absence of the president. The Secretary shall countersign all contracts on behalf of the Agency; perform such other duties as may be imposed by the Commission; and keep minutes of all meetings and cause a copy of the minutes to be forwarded to each of the members of the Commission and each of the Member Agencies.

The Commission may appoint and employ an Administrative Officer or any acting Administrative Officer who shall perform such duties as may be imposed by the Commission and who shall report to the Commission in accordance with such rules and regulations as the Commission may adopt.

In the absence of an Administrative Officer, the President shall perform the duties of the Administrative Officer.

The Commission shall appoint one of its members or employees, other than the Administrative Officer, as Treasurer of the Agency to be the depository and have custody of all the money of the Agency from whatever source. The Commission shall appoint one of its members or employees, other than the Administrative Officer, as Auditor-Controller of the Agency to draw warrants to pay demands against the Agency when the demands have been approved by the Commission. The same officer or employee may be appointed as both Treasurer and Auditor-Controller and the Treasurer and Auditor-Controller shall have the duties and obligations set forth in Section 6505.5 and 6505.6 of the Government Code of the State of California.

Section 8. Duties of the Commission. The duties of the Commission shall be:

(a) To make all policy decisions and exercise all of the powers of the Agency;

(b) To submit full and regular reports to the Member Entities; and

(c) To adopt from time to time such rules and regulations for the conduct of its affairs as may be required.

The members of the Commission shall receive no compensation except as may be provided by the respective Member Entities which they represent.

Section 9. Meetings of the Commission. Regular meetings of the Commission shall be held at such time and place as shall be established by the Commission by resolution.

All meetings of the Commission including regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, Sections 54950 et seq of the Government Code of the State of California.

Section 10. Quorum. A majority of the members of the Commission shall constitute a quorum. Any action of the Agency shall require the affirmative vote of a majority of the entire membership of the Commission.

Section 11. Accountability of Funds, Reports and Audits. There shall be strict accountability of all funds and a report of all receipts and disbursements of the Agency. The auditor-controller of the Agency shall cause annual audits of the accounts and records of the Agency to be prepared in accordance with the requirements contained in Section 6505 of the Government Code of the State of California. Should the Agency terminate prior to the expiration of any fiscal year, the auditor-controller shall cause a final audit of the accounts and records of the agency to be prepared. The fiscal year of the Agency shall terminate June 30th of each year. The Agency shall establish and maintain all necessary funds and accounts which shall be open to inspection at all reasonable times.

Section 12. Bonding Persons Having Access to Property. Officers or person or persons who have charge of, handle or have access to any money of the Agency, shall be required to file an official bond with the Agency in such amount as may be established by the Commission. Should an existing bond of any of said officer or officers or person or persons be extended to cover the obligation provided herein, said bond

shall be the official bond of said officers or officer or person or persons required to be posted herein. The premium of any such bond or bonds shall be an appropriate expense of the Agency. Any payment to the treasurer or auditor-controller required in the operation of the Agency shall be an appropriate charge against the Agency.

The administrative Officer shall have the responsibility of any and all property of Agency and shall indicate approval of all claims and demands for the disbursement of Agency funds prior to submittal of said claims and demands to the Commission for approval.

The City of Los Altos shall provide staff and basic services at no cost to the Agency. All costs and expenses of an outside nature such as auditing, legal, consultants or the like, shall be apportioned equally among the Member Entities.

Section 13. Bonds. The Agency shall have power and authority to issue and sell revenue bonds in accordance with the following:

(a) Article 2, Chapter 5, Division 7, Title 1 of the Government Code, commencing with Section 6540; and

(b) Chapter 6, Division 2, Title 5 of the Government Code, commencing with Section 54300.

The Agency shall have and exercise all powers conferred on "local agencies" by the provisions of the law with respect to revenue bonds mentioned in (a) and (b) of this section.

Section 14. Elections. For purposes of conducting elections and voting on an Agency-wide basis, the boundaries of the Agency shall be the consolidated boundaries of its Member Entities. All elections shall be conducted pursuant to the Uniform District Election Law and applicable provisions of the Elections Code of the State of California.

Section 15. Operating Fund. An operating fund shall be established and maintained which shall be used to pay all administrative and incidental expenses incurred by the Agency. Revenues for the operating fund shall be derived from the levy and collection of special taxes and/or service charges, contributions from member entities, contributions from the public, grants and subventions, and any other lawful source.

Section 16. Settlement of Disputes. If a dispute arises as to the construction, interpretation or implementation of any provision of this Agreement, the issues in dispute or matter requiring action shall be submitted to binding arbitration. For such purpose, and agreed arbitrator shall be selected by all members of the Commission, or in the absence of unanimous agreement, the Commission, by majority vote, shall select an arbitrator and the members of the Commission in dissent shall select an arbitrator. The two arbitrators so selected shall select a third arbitrator. The arbitrator, or three arbitrators acting as a panel, shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure.

Section 17. Withdrawal or Dissolution. Upon withdrawal of a Member Entity from the Agency or upon dissolution of the Agency, there shall be partial or complete distribution of assets and discharge of liabilities as follows:

(a) Withdrawal. A Member Entity may withdraw from the Agency only with the unanimous consent of the remaining Member Entities and upon mutually agreeable terms and conditions. Upon withdrawal of any Member Entity from the Agency, the withdrawing Member Entity shall receive its proportionate share of the assets of the Agency and shall

contribute its proportionate share toward discharge of any enforceable liabilities incurred by the Agency as the same appear on the books of the Agency.

(b) Dissolution. Upon dissolution of the Agency, each member Entity shall receive its proportionate share of the assets of the Agency and shall contribute its proportionate share toward discharge of any enforceable liabilities incurred by the agency as the same appear on the books of the Agency.

The distribution of assets may be made in kind or assets may be sold and the proceeds thereof distributed to a Member Entity at the time of withdrawal or to all Member Entities at the time of dissolution, provided that all facilities and rights in facilities assigned or transferred by any Member Entity to the Agency shall be reconveyed to said Member Entity free and clear of all encumbrances and liens of any kind.

Upon withdrawal of a Member Entity from the Agency or upon dissolution of the Agency, the responsibility of the Member Entity or Members Entities to contribute to the discharge of enforceable liabilities incurred by the Agency shall be limited to the proportion that the contributions made by each Member Entity bears to the total contributions made by all of the Member Entities to the agency from the effective date of this Agreement to the date of withdrawal or dissolution.

Section 18. Miscellaneous. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.



This Agreement is made in the State of California and under its Constitution and laws, and it is to be so construed.

To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that the Commission may from time to time adopt and implement rules and regulations to further define the rights and obligations of the Member Entities and of the Agency to carry out the purposes of this Agreement.

This Agreement may be amended in any particular, from time to time, by unanimous action of the Member Entities, provided, however, that no authority on which action has been taken by the Agency shall be limited or withdrawn.

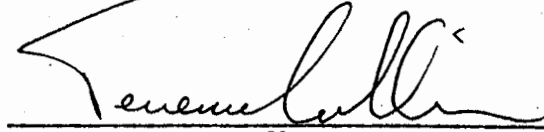
Section 19. Partial Invalidity. If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 20. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

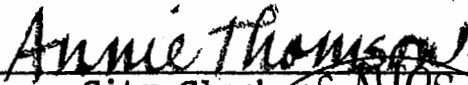
Section 21. Effective Date. The effective date of this Agreement shall be August 1, 1985.

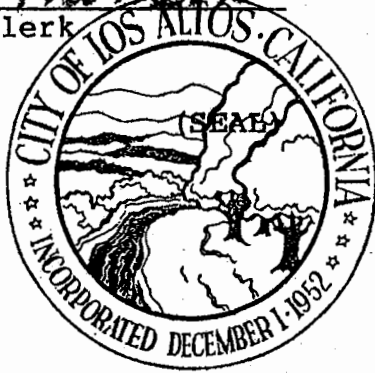
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

CITY OF LOS ALTOS,  
a municipal corporation

  
\_\_\_\_\_  
Mayor

ATTEST:

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



TOWN OF LOS ALTOS HILLS,  
a municipal corporation

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Town Clerk

(SEAL)

**Responses to Council Questions  
City Council Regular Meeting – February 25, 2020**

➤ **Item 5: NCLA JPA Amendment**

Question: The Original JPA says we “provide staff and basic services” at no cost to the Agency. What is the definition of *basic services*?

*Response: There is no definition of basic services in the original JPA. Historically, this has included administrative matters such as posting of agendas and minutes, compilation of staff reports and*

Question: The Amendment it says, “... hire a consultant or consultants solely for administrative support ...” What is the definition of *administrative support*? Is it what staff provides today? Is it specialized services? Is there a specific situation we are seeking to clarify?

*Response: Administrative support would be those tasks typically performed by a staff liaison (posting of agendas and minutes, etc.). These services are currently being provided by a consultant which is being paid by the two cities. This amendment would clarify that these expenses would be paid for by NCLA.*

Question: Are there limits to the amount of legal support provided? If a bond measure were to be placed on the ballot, would the associated legal costs be covered by the JPA? If the JPA is sued, who covers legal costs?

*Response: At this time, there are not limits placed on these costs.*

Question: Is the item asking Council to approve a bond measure?

*Response: No.*

Question: The first bullet is incorrect. It should be the Town of Los Altos Hills.

*Response: Correct, it should read Town of Los Altos Hills.*

Question: Why is the city of Los Altos the only one providing staff and basic services at no cost while Los Altos Hills has no responsibility in this area. Shouldn't the cost be shared equally?

*Response: Apparently, this was a decision made when the original JPA was drafted and adopted in 1985.*

Question: Attachment 3 states that the "Library Commission can levy special taxes". Please clarify if these taxes can be levied without voter approval?

*Response: No – NCLA must follow all relevant state laws regarding the levying of new taxes.*

Question: What does Section 12 under Mutual Understandings saying. What is this section requesting (cost - if so, how much)?

*Response: Section 12 is the section of the original JPA that is being revised to include language that NCLA will pay for administrative support services and not charge those costs back to the two cities.*