



County of Santa Cruz

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BOARD OF SUPERVISORS

701 OCEAN STREET, SUITE 500, SANTA CRUZ, CA 95060-4069

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SECOND DISTRICT

MARDI WORMHOUDT
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FIFTH DISTRICT

AGENDA: 8/10/99

August 2, 1999

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

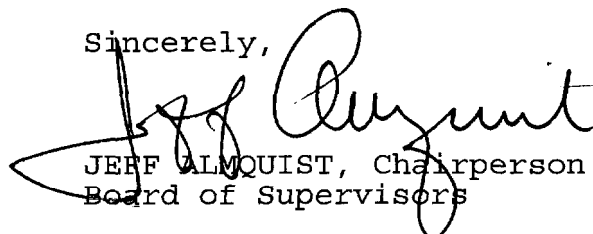
RE: AMENDMENTS TO THE LIBRARY JOINT POWERS AGREEMENT

Dear Members of the Board:

The Library Joint Powers Board recently considered amendments to the Joint Powers Agreement between the City of Santa Cruz and the County of Santa Cruz and the Cities of Capitola and Scotts Valley. The attached memorandum dated May 24, 1999, from John Barisone, City Attorney for the City of Santa Cruz, to Anne Turner, Director of Libraries, provides a discussion of the changes which relate to labor contract negotiations and liability and claims responsibilities. In addition, the Second Amendment to the Joint Powers Agreement attached hereto provides the specific language adopted by the Library Joint Powers Board.

As Board members will recall, Supervisor Beautz and I serve as our Board's appointees to the Joint Powers Board. We both support these amendments and recommend Board concurrence. Accordingly, I recommend that the Board approve the amendments outlined in the Second Amendment to the Joint Powers Agreement and direct the County Administrative Officer to sign the amendment on behalf of the County.

Sincerely,



JEFF ALMQUIST, Chairperson
Board of Supervisors

JA:ted
Attachments

cc: Anne Turner, Director of Libraries
Toni Campbell, Chair, Library Joint Powers Authority Board

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July 20, 1999

Supervisor Jeff Almquist, Chair
Board of Supervisors
701 Ocean Street
Santa Cruz CA 95060

Dear Supervisor Almquist:

I write to request and recommend that the Board of Supervisors approve three amendments to the Library Joint Powers Agreement between the Cities of Santa Cruz, **Scotts Valley**, and **Capitola** and the County of Santa Cruz.

The attached memorandum for the Santa Cruz City Attorney, who worked with the County Counsel to develop the revision language, explains each change. The first revision addresses the Library Joint Powers Board's ability to participate in personnel decisions, and the other two clarify certain liability and claims responsibilities.

Thank you for your early consideration of these matters.

Sincerely,

Toni Campbell, Chair
Library Joint Powers Authority Board

**CITY OF SANTA CRUZ
CALIFORNIA**

CONFIDENTIAL YES X NO

Date May 24, 1999

TO: Anne Turner, Library Director
FROM: John G. Barisone, City Attorney
RE: Library Joint Powers Authority Agreement: Proposed Revisions

An ad hoc committee of the Library Joint Powers Board comprised of Board Members **Campbell**, Beautz and **Rotkin** has met on two occasions with Dwight Herr and myself in order to formulate recommendations for two revisions to the Library Joint Powers Agreement. Those revisions have now been drafted and are provided under cover of this memorandum.

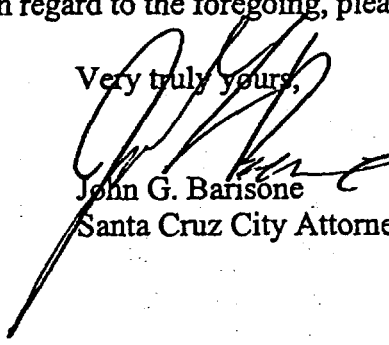
The first proposed revision addresses the committee's concern regarding the Library **Joint Powers** Board's ability to participate in labor contract negotiations when those negotiations, in whole or in **part**, pertain to Library System employees. One of the proposed revisions addresses this concern. It provides that Library employees, like the Director of Libraries, will enjoy "dual employee" status meaning **that** for purposes of the agreement they are employed by both the City of Santa **Cruz** and the Library Joint Powers Authority. By clearly delineating that Library employees are employed by the Library Joint Powers Authority as well as the City, the Library Joint Powers Board will have legal authority to participate in labor negotiations when those negotiations concern the terms and conditions of employment for Library System employees. As proposed, the revision would provide the Library Joint Powers Board with the authority to consult with and advise the City Council regarding negotiations that might pertain to Library employees as well as other City employees (e.g. **SEIU** contract negotiations), but would only provide the Library Joint Powers Board with "approval" authority over such negotiations when those negotiations pertain exclusively to Library employees.

The committee also expressed an interest in making it clearer that when a lawsuit or **claim** is filed against the Library Joint Powers Authority, the Library Joint Powers Board, as the defendant and client, has ultimate authority to make decisions with respect to those claims and lawsuits. The attached revisions entitled "Liability Insurance" and "Uninsured Claims" address this particular concern.

The committee has asked that these proposed revisions be agendized for the Library **Joint Powers** Board's June 6, 1999 meeting. If approved by the Board, the Board would then send a letter to the Authority's four public entity members requesting that the revisions be incorporated into the Library Joint Powers Agreement by way of an amendment to that agreement.

If you have questions or comments with regard to the foregoing, please call.

Very truly yours,


John G. Barisone
Santa Cruz City Attorney

JGB:bp

cc: Toni Campbell
Jan **Beautz**
Mike **Rotkin**
Dwight Herr
Richard C. Wilson, City manager

SECOND AMENDMENT TO THE JOINT POWERS AGREEMENT BETWEEN THE CITY OF SANTA CRUZ AND THE COUNTY OF SANTA CRUZ AND THE CITIES OF CAPITOLA AND SCOTTS VALLEY RELATING TO LIBRARY SERVICES

THAT CERTAIN Joint Powers Agreement Between The City Of Santa Cruz And The County Of Santa Cruz And The Cities Of Capitola And Scotts Valley Relating To Library Services with an effective date of June 24, 1996 (the "Agreement"), and amended on or about June, 1998, is hereby further amended as follows:

1. Section 5.B. of the Agreement is hereby amended to read as follows:

"B. Other Library Staff

Library system employees shall be part of the City of Santa Cruz Civil Service System. As such, they shall be subject to the City of Santa Cruz personnel rules and regulations and shall be represented by employee bargaining units recognized by the City and with whom the City has labor memoranda of understanding, including Service Employees International Union Local 415 and Operating Engineers Local 3. Notwithstanding this provision, Library system employees shall also be considered employees of the Library Joint Powers Authority for whom the Director of Libraries, in accordance with policy direction provided by the Library Joint Powers Board, has day to day supervisory responsibility. In recognition and acknowledgment of the "dual employment" status of Library employees set forth herein, the City of Santa Cruz agrees to generally consult with the Library Joint Powers Board when directing City of Santa Cruz negotiators regarding labor negotiations with bargaining units that include Library employees and to consider comments and advice provided by the Library Joint Powers Board in directing the City's labor negotiators. To this end, the Library Joint Powers Board shall also have the right, but not the responsibility, to confer with City of Santa Cruz labor negotiators during labor contract negotiations which concern the employment terms and conditions of City bargaining units whose membership includes Library employees. With respect to contract negotiations which generally affect the entire bargaining unit (as opposed to just the Library employees within the bargaining unit), the Library Joint Powers Board authority in this regard will be limited to providing advice and its prior approval shall not be a prerequisite to the City of Santa Cruz's ability to agree to the contract or contract amendment. With respect to contract negotiations which specifically and exclusively address the employment terms and conditions of Library employees (as opposed to the broader membership of the subject bargaining unit), the Library Joint Powers Board shall have authority, concurrent with the City of Santa Cruz, to both advise with regard to and to approve the contract or contract amendment; to this end the City of Santa Cruz shall not be authorized to agree to any such contract or contract amendment without the prior written approval of the Library Joint Powers Board."

2. Sections 10.A.(2) and 10.A.(3) are hereby amended to read as follows:

"(2) Liability Insurance

While the **City** of Santa **Cruz** shall not be obligated to purchase liability insurance and coverage for the Library system, it may do so if such insurance can be obtained at a reasonable rate and it is recommended by the Library Joint Powers Board. If such insurance is purchased, the named insured shall be the Library Joint Powers Authority and, accordingly, the Library Joint Powers Board shall have responsibility for exercising all rights conferred by the insurance policy upon the insured and for assuming all responsibilities imposed by the insurance policy upon the insured.

(3) Uninsured Claims

All uninsured costs of providing liability defense, including payments for legal fees and costs and including payment of adjusted and settled claims and judgments, shall be advanced by the City of Santa Cruz and then billed to the Library system. Repayment of such costs shall be made to the City of Santa Cruz within sixty (60) days after they are billed. In accordance with the City's obligation to provide support services including legal counsel pursuant to paragraph 6 of this agreement, the City shall select legal counsel to defend the Library Joint Powers Authority against uninsured claims. Where it is necessary to employ special legal counsel given the nature of the claim, the City, in consultation with the Library Joint Powers Board, shall select said special legal counsel. Legal counsel shall report to the Library Joint Powers Board with respect to said claims in recognition of the Library Joint Powers Authority's status as defendant and client. Legal counsel shall therefore enjoy an attorney-client privilege with the Library Joint Powers Board and the Library Joint Powers Board shall have the authority to make all decisions for which a client is customarily responsible in an attorney client relationship including final decisions with respect to the adjustment and settlement of uninsured claims and the rejection of settlement offers. "

3. Except as expressly amended herein, the terms of the Agreement shall remain unchanged.

4. This amendment to the Agreement may be executed in counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this amendment to the Agreement.

Dated: _____

Approved as to Form
County of Santa Cruz

County Administrative Officer

Dated: _____

Approved as to Form
City of **Capitola**

City Manager

Dated: _____



Approved as to Form
City of Santa Cruz

City Manager

Dated: _____

Approved as to Form
City of **Scotts Valley**

City Manager