

JOINT EXERCISE OF POWERS AGREEMENT BETWEEN CITIES OF BURLINGAME
DALY CITY, MENLO PARK, REDWOOD CITY, SAN BRUNO, SAN MATEO,
SOUTH SAN FRANCISCO, AND THE COUNTY OF SAN MATEO FOR
THE ESTABLISHMENT OF A SHARED
AUTOMATED CIRCULATION SYSTEM

THIS AGREEMENT, made and entered into this 25th day
of May, 1982, by and between the CITY OF BURLINGAME,
CITY OF DALY CITY, CITY OF MENLO PARK, CITY OF REDWOOD CITY, CITY
OF SAN BRUNO, CITY OF SAN MATEO, CITY OF SOUTH SAN FRANCISCO, and
COUNTY OF SAN MATEO,

W I T N E S S E T H

WHEREAS, the CITY OF BURLINGAME, the CITY OF DALY CITY, the
CITY OF MENLO PARK, the CITY OF REDWOOD CITY, the CITY OF SAN
BRUNO, the CITY OF SAN MATEO, and the CITY OF SOUTH SAN FRANCISCO
are municipal corporations of the State of California, and the
COUNTY OF SAN MATEO is a political subdivision of the State of
California, and

WHEREAS, Title 1, Division 7, Chapter 5 of the Government
Code of the State of California authorizes the joint exercise by
agreement of two or more public entities of any powers common to
them; and

WHEREAS, the jurisdictions participating in this agreement
have agreed to undertake the establishment of an automated circu-
lation system to serve the public libraries established by the
cities and the County of San Mateo; and

WHEREAS, the establishment will require the acquisition of
computer hardware and software; and

WHEREAS, the Participating Jurisdictions recognize the ad-
vantages of a shared automated circulation system and are willing
to contribute funds toward the cost of acquisition, implementa-
tion, operation, and maintenance of the automated circulation
system, as hereinafter described; and

WHEREAS, the County has demonstrated leadership in planning
for a shared automated circulation system; and

WHEREAS, representatives of the Participating Jurisdictions have cooperated in the preparation of a request for proposals for the system and in the evaluation and selection of the preferred vendor; and

WHEREAS, there is a necessity to enter into contract negotiations with the preferred vendor in December, 1981 and

WHEREAS, it is deemed necessary for the Participating Jurisdictions to enter into a joint powers agreement:

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Statement of Intent. It is intended by the parties hereto (a) to enter into this Agreement for the joint sharing of benefits and costs related to an automated circulation system for the respective libraries of each Participating Jurisdiction, (b) to recognize the desirability of making such a system available for all public libraries operating in San Mateo County, and (c) to enter into this joint exercise of powers agreement to create an Agency which owns, operates, and manages an automated library circulation system. This Agency shall be known as Library Automated Circulation Agency, hereinafter referred to as "AGENCY." A "PARTICIPATING JURISDICTION" shall be any jurisdiction operating a public library in San Mateo County which has agreed to pay its full share of central start-up costs as set out in Exhibit A and according to the schedule shown in Section 12 of this Agreement, and which has signed this Agreement. The Participating Jurisdictions shall have equal access to the full range of services available from the system and jointly make decisions regarding the implementation and management of the system, in accordance with the terms of this Agreement.

2. Term of Agreement. The Agency shall come into existence and this Agreement shall be in full force and effect when five jurisdictions have executed same, and shall continue perpetually thereafter unless modified or terminated by the Participating Jurisdictions.

3. Withdrawal.

A. Any Participating Jurisdiction wishing to withdraw from this Agreement after four years from the effective date of this Agreement, or on July 1 of any succeeding year thereafter, must provide at least six months written notice to the Governing Board of the Agency. Notice shall be in the form of a resolution adopted by the governing body of the Participating Jurisdiction wishing to withdraw. The signatories to this Agreement recognize that a substantial capital investment is required by each to implement and operate the automated circulation system and that withdrawal from this Agreement will cause substantial hardship for all remaining Participating Jurisdictions.

B. If a Participating Jurisdiction withdraws from the Agreement according to the terms and conditions set forth herein, said jurisdiction shall receive a copy of its bibliographic file, borrower file and item file if such information has been converted and filed in the automated system.

C. If a Participating Jurisdiction withdraws from the system prior to four years from the effective date of this Agreement, the withdrawing party shall reimburse the Agency an amount equal to any unpaid balance of that jurisdiction's share of initial start up costs and its share of central site operating costs for the initial four year period.

D. If the withdrawal from this Agreement results in a decision by the remaining Participating Jurisdictions that the automated circulation system be terminated, it shall be the responsibility of the Agency to dispose of all the equipment and reimburse the remaining Participating Jurisdictions from the proceeds of disposal in accordance with a pro-rata formula based on the initial investment.

4. Ownership of the Automated System. Ownership shall be subject to the terms and conditions of vendor contracts.

It is the intent of the Agency to own all central site hardware, including the central processing unit, consoles, disk drives, tape drives, and associated instruments and equipment.

Title to the central site hardware and associated equipment may be assumed by the Agency at any time that the Governing Board so acts to take ownership, and the Agency is legally constituted, has adequate funds, has adequate insurance, and such action is consistent with the terms and conditions of the vendor contract.

If for any reason the Agency is not able to assume ownership of the central site hardware and associated equipment in accordance with the terms and conditions of the vendor contract, the County of San Mateo, as one Participating Jurisdiction and as the designated Operating Agent under Section 8 of this Agreement, shall assume ownership and maintain all hardware and equipment under inventory control consistent with local practices until such time as the Governing Board assumes ownership.

The rights to all software that is part of the automated circulation system shall reside with the Agency, subject to the terms and conditions of the agreements with any vendor.

The public office or officer who is in charge of property to be acquired under this Agreement on behalf of the Agency shall file an official bond with the Agency in an amount to be fixed by the Governing Board.

All computer terminals, modems, and communication equipment necessary for connection to the central site hardware, and any other hardware that is located in the various service outlets operated by the Participating Jurisdictions to this Agreement shall be owned separately by the individual jurisdictions. It is understood that the jurisdictions acquiring the equipment to connect to the central site hardware will acquire such equipment in accordance with the specifications furnished by the Governing Board of the Agency.

5. Governing Board.

A. Membership. The Governing Board of the Agency shall consist of the City or County Managers from the Participating Jurisdictions or their designated representatives and shall serve as the policy-making board for this Agency. The Director of the

Peninsula Library System and a designee of the County Manager of San Mateo County shall serve as the two non-voting members of the Board.

B. Voting. A majority of the members of the Governing Board shall constitute a quorum for the transaction of business. Each Board member shall have one vote. The affirmative vote of a majority of those voting members present shall be necessary for all action taken except for the following matters, wherein there must be an affirmative vote of a majority of the entire Board:

(1) a declaration that a Participating Jurisdiction has failed to comply with the terms of this Agreement; (2) use of the automated system by other agencies or organizations; (3) decisions regarding system enhancements and/or expansions; and (4) all matters to be referred to the Managers Review Committee as described in Section 6 of this Agreement.

C. Bylaws. At its first meeting the Board shall elect a chair and vice-chair for the Agency from its members, who shall assume the duties of office upon election. Thereafter, the Agency shall provide for annual election and rotation of officers in its Bylaws. The most recently published edition of Robert's Rules of Order shall apply to Governing Board meetings until Bylaws are adopted.

D. Powers of the Governing Board. The Governing Board shall have the following powers:

- (1) To make and enter into contracts;
- (2) To recruit, select, and evaluate the performance of consultants to, and employees of the Agency;
- (3) To adopt an annual budget for the Agency;
- (4) To incur debts, liabilities, and obligations; but no debt, liability, or obligation of the Agency is a debt, liability, or obligation of any Participating Jurisdiction of the Agency except as specified in this Agreement;
- (5) To acquire, hold and dispose of property;

- (6) To receive contributions and donations of property, funds, services, and other forms of assistance from any source;
- (7) To sue and be sued in its own name;
- (8) To lease property;
- (9) To establish policies and procedures for the implementation, operation, and management of the automated circulation system. Such matters include but are not limited to: hours of service, staffing levels, equipment needs, service standards, standardization of operating procedures, and other matters considered relevant by the Governing Board;
- (10) To review the operations of the system, evaluate its performance, and develop plans for modifications;
- (11) To provide for the purchase and maintenance of all central system equipment and the housing of such equipment in a suitable environment;
- (12) To plan for and coordinate the implementation of system modifications and enhancements as may improve the operations or functions of the system;
- (13) To provide for adequate property and liability insurance coverage.

6. Managers Review Committee.

A. There is hereby created a Managers Review Committee, to be composed of five members. The County Manager of San Mateo County shall designate two members. The City Managers of the Participating Jurisdictions shall designate two members. These four members shall designate the one remaining member.

B. The five-member committee shall meet periodically and as required to review and make recommendations to the Governing Board on the following matters:

- (1) The annual operating budget and the cost allocations;

- (2) Upon request by this Review Committee, any changes in the operating budget proposed by the Governing Board;
- (3) Use of the contingency fund of the Agency;
- (4) Costs related to system enhancements, expansions, or replacements;
- (5) Changes in the cost allocation formula described in Exhibit C.
- (6) Matters involving the appeal procedure described in Paragraph 15.

7. Duties and Responsibilities of Each Participating

Jurisdiction. Pursuant to this Agreement, each Participating Jurisdiction shall:

- A. Participate in the use and operations of the automated system under the terms and conditions of this contract and the rules and regulations which may be adopted by the Governing Board.
- B. Be liable for local costs, including acquisition of remote hardware, structural modifications, communications equipment necessary to communicate with the central site, and local conversion expense, including California State Sales Taxes on purchases, where applicable.
- C. Be liable for an annual payment to the Agency for Central System costs based on Exhibit B for the costs of personnel, supplies and materials, utilities, insurance, administrative and accounting services, central hardware and software maintenance, and other operating expenses. The annual payment, as well as those payments specified in Section 7, Paragraph B above, shall be due and payable according to the payment schedule described in Section 12 of this Agreement, except as otherwise provided by Section 22.
- D. Acquire and maintain all remote terminals, modems, and

communications equipment and telephone lines necessary to communicate with the central site. All equipment so purchased must comply fully with the Agency specifications. Any Participating Jurisdiction wishing to purchase hardware not supplied by the vendor or its agent must have prior approval of the Governing Board. The automated system, as installed, should provide sufficient capacity for the addition of terminals and required communications equipment by Participating Jurisdictions. The addition of terminals over and above the number specified in the contract negotiated with the vendor must be authorized in writing by the Agency at least ninety (90) days prior to the anticipated date of installation of said equipment.

- E. Pay all monies owed the Agency when due.
- F. Participate in the cooperative purchasing of supplies and materials required for system operation.
- G. Input all data into the system in a timely fashion and according to the standards for bibliographic data which shall be adopted by the Governing Board.
- H. Have full responsibility for initially getting all its information into a form which can be processed by electronic equipment or to manually key-in all data, according to standards established by the Governing Board.
- I. Regularly participate in the meetings and deliberations of the Governing Board.
- J. Keep those records and statistics which may be required by the Governing Board to document the performance of the system.
- K. Report to the Governing Board the officers of the jurisdictions to receive formal notice of actions of the Governing Board.

FAILURE TO COMPLY with these rules and regulations will con-

stitute a breach of this Agreement by the Participating Jurisdiction and, as such, shall be subject to the remedial provisions of the Agreement.

8. Operating Agent. The County of San Mateo is hereby designated as the Operating Agent for the Agency, and shall have the following duties and responsibilities:

- A. Be responsible for administrative support, such as fiscal and legal services, to the Agency in support of this Agreement, at no cost to the Agency. The Legal Counsel of the County shall be the Legal Counsel of the Agency. The Treasurer of the County shall be the Treasurer of the Agency. The Controller of the County shall be the Controller of the Agency.
- B. Function as the agent to the Governing Board, in accordance with the policies and procedures developed by the Governing Board, for the development, implementation and operation of the automated circulation system.
- C. In the absence of or in conjunction with Agency staff, provide program coordination required to implement and operate the shared automated circulation system.
- D. Employ appropriate staff for the Agency in the unclassified or exempt service, and supervise the day to day operations and implementation in accordance with the approved budget and policies set by the Governing Board.
- E. Develop and otherwise participate in the general training of staff of Participating Jurisdictions, as appropriate and in coordination with the vendor and the Governing Board.
- F. Develop a plan for a substitute method for the loan and recovery of materials in the event of a catastrophic system failure with extended periods of downtime, in coordination with the vendor and the Governing Board.

G. Arrange for emergency substitute back-up staff as appropriate to facilitate smooth operations, such arrangement to be on a reimbursable basis by the Agency at rates to be determined by the Governing Board.

The County of San Mateo, and the County Librarian specifically, is hereby designated as the Operating Agent until July 1, 1984. Thereafter, the Governing Board may review the possibility of making a change of Operating Agent for the Agency and location of the central system. If the Governing Board decides to make a change, such change should take place within one year, and contracts or agreements held by the Operating Agent on behalf of the Agency are assignable as directed by the Governing Board. The Governing Board may arrange for a new Legal Counsel, Treasurer and Controller as necessary.

The Operating Agent shall maintain a special interest bearing fund called the "Library Automated Circulation Fund" into which all monies shall be deposited and from which all monies shall be paid. This fund shall be audited regularly, when the general accounts of the Operating Agent are audited.

The Governing Board shall designate its fiscal year and provide for an annual audit of the accounts and records of the Library Automated Circulation Fund by a certified public accountant or public accountant. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to generally accepted auditing standards. The Agency shall bear the costs of the audit.

9. Location of Central Equipment. The central system hardware and software will be located at the San Mateo County Central Library. The cost for preparing such space shall be included in the budget of the automated circulation system to be shared by the Participating Jurisdictions.

10. Vendor Contract Negotiation Team. The Vendor Contract Negotiation Team shall consist of six members as

follows: three representatives from the County and three representatives designated by the municipal Participating Jurisdictions. Any jurisdiction may designate additional representatives who may attend but not participate in vendor contract negotiation meetings. The Director of the Peninsula Library System shall be an advisory member of the team. The County, as Operating Agent and acting on behalf of the Governing Board, is hereby authorized to sign a contract for purchase, installation, and maintenance of an automated circulation system, upon completion of negotiations and so long as the total cost does not exceed the budgets described in Exhibit A and Exhibit B and upon approval of the Governing Board. If negotiated amounts exceed the budgets, the Managers Review Committee shall be asked to make a recommendation to the Governing Board.

11. Cost Allocation Plan. The cost sharing formula is described in Exhibit C. This formula shall be updated annually as determined by the Governing Board based on the most current data available. The Governing Board shall implement adjustments to this formula after the automated system produces actual use data.

12. Payment Schedules. In consideration of the shared participation in the library automated circulation system, and the performance of services and responsibilities described in this Agreement, Participating Jurisdictions agree to pay to the Agency the following:

- A. The Participating Jurisdiction's share of the central system start-up budget for fixed and variable costs listed in Exhibit A, Column 3. Unless otherwise specified by the Governing Board, the payments shall be payable in three equal installments in 1982 on May 1, July 1 and October 1.
- B. The Participating Jurisdiction's share of the central system on-going budget for fixed and variable costs listed in Exhibit B, Column 3. Unless otherwise specified by the Governing Board, payment shall be due

February 1, 1983, and on that date annually thereafter so long as this Agreement is in effect.

C. A payment schedule for local vendor costs set out in Exhibits A and B shall be developed by the Governing Board, as appropriate and subject to vendor contracts. Exhibits A and B shall be updated annually as of a date certain to be determined by the Governing Board to reflect current costs and financing.

13. Corrective and Remedial Measures. Whenever a majority of the Governing Board believes that a Participating Jurisdiction has committed a remediable breach of any material obligation set forth in this Agreement, it may give the jurisdiction notice to that effect with reasonable specificity. The jurisdiction shall use its best efforts promptly to remedy the breach and shall inform the Governing Board of the nature of the remedial action planned and taken or will respond to any such notice, with an explanation that sets forth reasonable cause of the breach. When a breach does exist that is not remedied within thirty (30) days after notice of it, the Governing Board shall be entitled to seek appropriate relief under this Agreement or otherwise under the law.

14. Applicable Law. This Agreement shall be governed by, subject to, and construed according to the laws of the State of California, with venue to lie in San Mateo County, California.

15. Appeal Procedure. If any Participating Jurisdiction considers that any decision of the Governing Board, or any rule or regulation governing the operation and shared use of the system to be unfair, the Chairperson of the Governing Board shall be notified by the Participating Jurisdiction in writing that the decision is disputed, or rule or regulation is unfair, and the reasons therefore. If the Governing Board cannot then resolve the dispute within thirty (30) days, said jurisdiction may request in writing review by the Managers Review Committee. The Managers Review Committee shall have forty-five (45) days from

the request in which to make a recommendation to the parties involved.

16. Conversion Plan. The Operating Agent shall implement a plan developed with the Governing Board and the vendor to convert records to machine readable form. The plan shall include methods of conversion to be used, training for conversion, and the conversion schedule, and shall be implemented subject to approval by the Governing Board.

17. Standards for Bibliographic Data. The planned automated system has the ability to read and edit bibliographic data in MARC II format. Data will be stored in an abbreviated format. All records input into the system by Participating Jurisdictions shall comply with the specifications established by the Governing Board, and shall be monitored by the Operating Agent.

A majority of the Governing Board may give thirty (30) days written notice to a Participating Jurisdiction whenever the Operating Agent reports that a jurisdiction's bibliographic records fail to meet the minimum standards. If all records are not brought up to the standard within thirty (30) days, the Governing Board may take action to bring the records to standard and all costs of such action shall be borne by the jurisdiction which is out of compliance.

18. Installation. It is understood that the responsibility for the installation of all remote equipment located in the libraries of Participating Jurisdictions shall rest with the vendor or its agent, unless otherwise provided for by agreement of the Governing Board and vendor.

19. Confidentiality of Data. The circulation records of all Participating Jurisdictions are considered CONFIDENTIAL regardless of the source of inquiry. Employees of each participating Library shall have access to such records to provide for the orderly operation of each library; however, such records shall not be made available to anyone else except pursuant to such process, order, or subpoena as may be authorized by law.

Any problems or conditions relating to the privacy of

circulation shall be referred to the Director of the applicable library for resolution.

20. System Maintenance. The Operating Agent, acting on behalf of the Agency, shall maintain all central system hardware and software in good operating condition. Participating Jurisdictions shall maintain all remote equipment in good operating condition. If requested, the Operating Agent shall assist Participating Jurisdictions in acquiring maintenance service of remote site equipment, on a reimbursable basis. Policies relating to the scheduling of system maintenance shall be set by the Governing Board.

21. Service Availability. The automated system will be available for use by Participating Jurisdictions for circulation and other transactions on a schedule of hours to be set by the Governing Board. The Governing Board and the Operating Agent, through its contracts for hardware and software maintenance, shall maintain the equipment in such a fashion as to provide for downtime and response time not exceeding the limits specified in these contracts. No liability shall be assumed by the Governing Board or the Operating Agent, however, if these limits are exceeded. On occasion, it may be necessary to temporarily suspend system availability because of operational or maintenance requirements. Whenever possible, prior notice of system unavailability will be provided to the libraries. Such suspension shall not be deemed an unreasonable prevention or postponement of system use by the Participating Jurisdictions.

22. System Enhancements. The Governing Board shall be advised in writing of any system software or hardware enhancement desired by Participating Jurisdictions. The implementation of all such enhancements shall require the approval by majority vote of the Governing Board.

If the cost of any system enhancement, expansion or replacement would cause an increase in a Participating Jurisdiction's share of expense of 15% or greater than the

previous year's budget, then that Participating Jurisdiction shall have the option to negotiate for a different level of service from the Agency, provided that such a different level of service would not degrade the overall system and the cost of such change would be covered by that Participating Jurisdiction.

23. Admission of New Jurisdictions. A jurisdiction operating a public library in San Mateo County shall have the opportunity to participate in the shared automated circulation system after the effective date of this Agreement and become a Participating Jurisdiction with full membership rights, subject to approval of the Governing Board and provided the following conditions are met:

- A. The jurisdiction agrees to pay an entry fee which consists of the total of (1) the full amount of the jurisdiction's original share of the central start-up costs described in Exhibit A, Column 3, plus 20% of that amount as a late hook-up fee; and (2) the jurisdiction's original share of the central site on-going costs described in Exhibit B, Column 3, prorated from the effective date of this Agreement, to the date of the decision by the governing body to join. Exhibit A may be adjusted annually to reflect cost of living increases, to be determined by the Governing Board after recommendations by the Managers Review Committee.
- B. The jurisdiction agrees to pay the full cost for any modifications to the central system which may be required as the direct result of this new participation.
- C. The Governing Board agrees that the system modifications which may be required will not result in a significant degradation of system performance.
- D. The jurisdiction agrees to all other terms and conditions of this Agreement.

24. Participation of Other Agencies or Organizations.

- A. The Governing Board by a majority vote of the entire board may permit agencies or organizations other than jurisdictions operating public libraries in San Mateo County to use the automated circulation system under such terms and conditions as the Governing Board may determine.
- B. Such users shall be customers of the Agency and not be considered participating jurisdictions.

25. Warranties.

- A. All hardware acquired from the vendor for central site or remote installation shall have warranties by the vendor. The Agency shall maintain a hardware maintenance contract in effect at all times. The Agency and the Operating Agent are not responsible for any incidental or consequential damages of whatever nature resulting from use by Participating Jurisdictions or operation of said remote site equipment or from acts of God, war, civil strife, fire, water damage, smoke damage, or power fluctuations.
- B. All automated system software shall have a warranty by the vendor. The Agency shall maintain a software maintenance contract in effect at all times. The Agency and the Operating Agent shall make every attempt to cause the automated circulation system to operate to the standards specified in this Agreement; however, the Agency and the Operating Agent offer no warranty, expressed or implied, that deviations from these standards will not occur.
- C. Participating Jurisdictions recognize that the Agency and the Operating Agent do not control, therefore cannot warrant, the telephone lines or microwave system used to communicate data between a remote site and the central computer.

D. The Operating Agent will regularly duplicate, at least weekly, all data maintained in the automated system database and store such duplicate tapes or disk packs in a location physically apart from the site of the central automated system. Furthermore, the Operating Agent will maintain a daily tape log in the event that a disk malfunction occurs, so that the day's circulation transactions can be reconstructed. There is the chance, however remote, that some or all of the data may be lost or destroyed. The Agency and the Operating Agent do not warrant that such a data loss will not occur and the Participating Jurisdictions agree to hold the Agency and the Operating Agent and their employees and agents harmless for such a loss not the result of willful, malicious effort.

26. Mutual Hold Harmless and Indemnification.

A. It is agreed that Participating Jurisdictions shall defend, hold harmless and indemnify the Agency and the Operating Agent, their officers, agents and/or employees from any and all claims for injuries to persons or damage to property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of Participating Jurisdictions, their officers, agents and/or employees.

B. It is further agreed that the Agency shall defend, hold harmless and indemnify Participating Jurisdictions, their officers, agents and/or employees from any and all claims for injuries to persons or damage to property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of the Agency, its officers, agents and/or employees.

C. In the event of concurrent negligence of one or more Participating Jurisdictions, their officers and/or

employees, and the Agency, its officers, agents and/or employees, then the liability for any and all claims for injuries to persons or damage to property which arise out of the terms of this Agreement shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

27. Insurance. The Agency shall not commence work under this Agreement until all insurance required under this paragraph has been obtained. The Agency shall maintain certificates of insurance evidencing the required coverage. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or cancelled, the Governing Board, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and recommend to the Participating Jurisdictions the suspension of all further work pursuant to this Agreement.

A. Workers' Compensation and Employer's Liability Insurance: The Agency shall have in effect during the entire life of this agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage, if required.

B. Liability Insurance: The Agency shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from the Agency operations under this Agreement,

whether such operations be by itself or by any sub-contractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence. The Operating Agent and its officers, agents, employees and servants, and all Participating Jurisdictions and their officers, agents, employees and servants, shall be named as additional insureds on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the Operating Agent and the Participating Jurisdictions, and their officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the Operating Agent or the Participating Jurisdictions or their officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

Such liability policy shall also provide errors and omissions coverage for all members of the Agency Governing Board.

The Agency shall be responsible for defending third party actions against the Agency.

C. Property Insurance: The Agency shall acquire and maintain all-risk property insurance to cover full replacement value of all Agency equipment. Such insurance shall include but not be limited to fire and extended coverage, business interruption and extra expense.

28. Time. Time is of the essence of this Agreement.

29. Amendments. This Agreement may be amended by approval of two-thirds of the governing bodies of the parties hereto.

30. Dissolution of Agency. This Agency shall be dissolved by approval of two-thirds of the governing bodies of the parties hereto. Disposition of assets or debts of the Agency as determined by the Governing Board shall be made in such a manner that each Participating Jurisdiction shall share in the proceeds or expenses consistent with the prorata investments and prorata operating costs set out in Exhibits A and B.

IN WITNESS WHEREOF, the governing bodies of the parties
hereto have caused this joint exercise of powers agreement to be
executed and attested by their respective officials.

CITY OF BURLINGAME

ATTEST

BY: 

City Manager



City Clerk

Date: 4/22/82

Date: April 22, 1982

CITY OF REDWOOD CITY

ATTEST

BY: 

City Manager



DEPUTY CITY CLERK

Date:

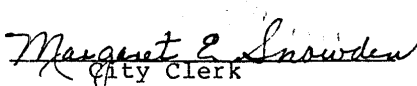
Date: May 6, 1982

CITY OF MENLO PARK

ATTEST

BY: 

City Manager



City Clerk

Date: 5/4/82

Date: 5/4/82

CITY OF DALY CITY

ATTEST

BY: 

City Manager



City Clerk

Date: May 14, 1982

Date: May 14, 1982

CITY OF SAN BRUNO

ATTEST

BY: 

City Manager



City Clerk

Date: 4/28/82

Date: 4-28-82

CITY OF SAN MATEO

ATTEST

BY:

FD. Wong
City Manager

Date:

May 7, 1982

CITY OF SOUTH SAN FRANCISCO

BY:

C. Walter Buhlo
City Manager

Date:

May 12, 1982

COUNTY OF SAN MATEO

BY:

Edward Baccrocco
Chairman
Board of Supervisors

Date:

May 25, 1982

Doris Christensen
City Clerk

Date:

May 7, 1982

ATTEST

Barbara A. Battain
City Clerk

Date:

May 12, 1982

ATTEST

Minerva L. Takis
Clerk of the Board

Date:

May 25, 1982

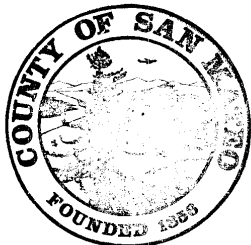
D8-58CS-Pl/21

STATE OF CALIFORNIA)

COUNTY OF SAN MATEO)

Minerva L. Takis, Clerk of the Board of Supervisors, does hereby certify that the above and foregoing is a full, true and correct copy of fully executed joint powers agreement dated May 25, 1982 between the Cities of Burlingame, Daly City, Menlo Park, Redwood City, San Bruno, San Mateo, South San Francisco and the County of San Mateo for the establishment of a shared automated circulation system.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Board this 27th day of May, 1982.



Minerva L. Takis
Minerva L. Takis, Clerk of the Board of
Supervisors