

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: 11-8-99

Approved as to Form
City of Capitola

Kathleen Malloy
City Manager
Acting

Dated: _____

[Signature]

Approved as to Form
City of Santa Cruz

City Manager

Dated: _____

Approved as to Form
City of Scotts Valley

City Manager

