

NORTH BAY COOPERATIVE LIBRARY SYSTEM

EXECUTION OF THE AGREEMENT
ESTABLISHING THE SYSTEM AS A SEPARATE AGENCY

The Annexed Agreement is executed by:

COUNTY OF MARIN

William A. Gross
(NAME OF PARTY)

By: CHAIRMAN OF THE BOARD OF SUPERVISORS
(AUTHORIZED OFFICER)

March 31, 1964

Date of
Execution

ATTEST:
(Seal)

By: [Signature]

CLERK OF THE BOARD

Title

APPROVED AS TO FORM:

By: [Signature]

County Counsel

Title

NORTH BAY COOPERATIVE LIBRARY SYSTEM

SUPPLEMENT TO AGREEMENT OF 1960 ENTITLED

"IN RE NORTH BAY COOPERATIVE LIBRARY SYSTEM"

CONTAINING

A FURTHER AGREEMENT FOR JOINT EXERCISE OF THE POWERS
OF THE CONTRACTING PARTIES

AND

THE ESTABLISHMENT OF THE NORTH BAY COOPERATIVE LIBRARY SYSTEM
AS A SEPARATE AGENCY FOR THE EXERCISE
OF SUCH POWERS

EFFECTIVE MAY 13, 1964

The undersigned public agencies declare:

1. That they are all of the parties who remain parties signatory to the written agreement of 1960, entitled "In Re North Bay Cooperative Library System", including parties who have joined the North Bay Cooperative Library System by agreement and consent under paragraph VII of the said agreement.

2. That the North Bay Cooperative Library System established under the said agreement of 1960, has operated successfully and has proven its advantage to the parties in the manner stated in the said agreement; and that the system should now be established as a separate and permanent agency, to exercise powers common to the parties, in the manner provided in this instrument and as authorized by Article 1, Chapter 5, Division 7, Title 1, of the Government Code of California

3. That each party to this instrument is a public agency, operates a public library, or operates a demonstration library under federal or state law, and is authorized to enter into this agreement.

4. That the parties intend that the public agency created by this instrument shall be eligible to receive monies under the Federal Library Services Act, Public Law 597 of the Second Session of the 84th Congress, as amended, and as the same may be amended from time to time, and that this instrument shall be so understood and interpreted.

5. That the parties intend that the public agency created by this instrument shall be eligible to receive monies under Chapter 1.5 of Division 20 of the Education Code of California, as enacted by Chapter 1802 of the statutes of the Regular Session of 1963, and as the same may be amended from time to time, and that this instrument shall be so understood and interpreted.

6. That the public agency created by this instrument is a "public agency" within the meaning of Section 27113 of the Education Code of California, and is a tax-supported free public library system under the sponsorship of state and local government; that the parties intend that the said agency shall be conducted and operated as an educational institution within the meaning of federal and state law, and that this agreement shall be so understood and interpreted, and further that the said agency shall be operated and conducted in such manner as to be and remain eligible for the benefits of the Federal Property and Administrative Services Act of 1949, as amended, and as the same may be amended from time to time, and of other federal and state legislation of similar import.

Now, therefore, the undersigned parties agree as follows:

I.

EFFECTIVE DATE

The date of the execution of each signature to this instrument shall be affixed opposite the signature of the executing officer, and the last date so

appearing is the effective date of this instrument. The effective date shall be inserted on the title page, preceeding.

II.

PURPOSE OF THIS INSTRUMENT

This instrument supplements the written agreement of 1960, mentioned in the preceeding declarations, and insofar as any provisions of this present instrument shall conflict with or be inconsistent with the provisions of the former agreement, this present instrument shall control and prevail. This instrument is a mutual agreement among and between the parties, made in consideration of the mutual benefits of the operation of the North Bay Cooperative Library System, and the mutual benefits to the parties in the joint exercise of their common powers to establish, maintain and operate library services under the sponsorship and support of local government and the instrumentalities of government. By this instrument the parties have established the North Bay Cooperative Library System as a separate public agency, separate from the parties to this instrument, for the purpose of operating the library system known as the North Bay Cooperative Library System in the territorial jurisdiction of all the parties, as more fully set forth in the following paragraphs.

III.

ESTABLISHMENT OF THE SYSTEM AS A SEPARATE PUBLIC AGENCY

The North Bay Cooperative Library System is hereby established a separate public agency, under the meaning of Sections 6506 and 6507 of the Government Code, with its powers and duties vested in the Council established under paragraph IV of the agreement of 1960, which Council is continued in existence and is now designated as the board of directors of the agency.

For all legal purposes the Council shall be called The Board of Directors of the North Bay Cooperative Library System, but for sake of convenience may be called the Council. The Council is authorized in its own name, as provided in Section 6508 of the Government Code, to do any or all of the following:

- a) to make and enter contracts.
- b) to employ agents and employees.
- c) to acquire, construct, manage, maintain or operate any buildings, works or improvements.
- d) to acquire, hold or dispose of property.
- e) to incur debts, liabilities or obligations which do not constitute the debt, liability or obligations of any of the parties to this instrument.
- f) to sue and be sued.

IV.

COMMON POWERS TO BE EXERCISED

The common powers to be exercised pursuant to this instrument are the powers of each party to provide public library services, and the common powers shall be exercised so as to establish, aid, assist, extend, improve and enlarge public library services of every kind and description in the territorial jurisdictions of all of the parties. By vesting the said common powers in the agency the parties intend also to vest, and do vest, in the agency all powers and rights to do everything convenient or necessary to aid in the exercise of the common powers, or fairly implied by vesting of the common powers, to the fullest extent authorized by law. The agency is authorized to exercise any power allowed to it by any applicable law.

V.

METHOD FOR ACCOMPLISHMENT OF PURPOSES-- MANNER IN WHICH POWERS TO BE EXERCISED

Each party to this instrument shall select a representative to serve on the Council, which is the board of directors of the system, and the Council shall consist of all of the representatives so selected. Each party shall determine its own method of selection and the term of office of its representative.

The Council shall meet at such times and places as it shall determine, shall by majority vote adopt by-laws or other rules for the appointment of its

officers and the conduct of its business, shall acquire such property and engage such employees, agents and consultants as it shall determine necessary to carry out the purposes of this instrument, within the limitations of its financial and other resources, and within the limits of its authorizations in law.

The Council shall adopt in writing such personnel policies, fiscal policies, and other policies as it finds necessary for the conduct of its business.

The Council shall meet, deliberate and act sufficiently enough to carry out the expressed and fairly implied intents and purposes of this instrument, and without intent to limit the generality of the foregoing provisions of this paragraph, the Council is expressly directed to do all of the following:

- a) Adopt and amend from time to time a Plan of Service to comply with Section 27126 of the Education Code and rules and regulations adopted under Chapter 1.5 of Division 20 of the Education Code.
- b) Provide the parties to this instrument with material aid and to provide directly when occasion requires, basic library services, all involving but not limited to book and periodical resources, and including but not limited to the following basic elements:
 - 1) The selection and acquisition of library materials in a consolidated or coordinated manner.
 - 2) The organization of library materials for use, including cataloging, classification and physical preparation, in a consolidated or in a coordinated manner.
 - 3) The lending of library materials for home use, with the return of such materials unrestricted as to service outlet.
 - 4) Reference and research, including assistance to users by library staff, consolidated or coordinated where necessary to provide the maximum utilization of the total resources of all participating libraries.
 - 5) The inter-availability of materials and information among all service outlets in the system on the same basis for all library

users, including a method by which each party to this instrument may ascertain the specific library holdings of the other parties.

- 6) The accomplishment of such library projects as the Council shall determine to be in the best interest of the parties to this instrument.

VI.

OBLIGATIONS OF THE CONTRACTING PARTIES

Each party to this instrument agrees that it will do all of the following:

- a) Develop and adopt a written statement of objectives for its library if such statement does not yet exist.
- b) Develop and adopt a written statement of book selection policies for its library if such does not yet exist.
- c) Prepare and adopt for its library a position classification plan, a pay plan with a scale for each class of position, a chart of administrative organization, and an estimated program of major work projects to be accomplished, if these items do not yet exist.
- d) Be represented by its librarian or a member of its library staff at all or most of workshops and similar meetings undertaken by the cooperative library system herein described.

VII.

CONTRIBUTIONS AND PAYMENTS

Contributions and payments will be made for purposes of this instrument in the manner provided in Section 6504 of the Government Code, and services may be exchanged in the manner provided in Section 6506 of the said Code. Such contributions and payments shall be recommended by the Council from time to time, and reviewed and approved by the legislative bodies and governing boards of the respective parties. Annual budgets for the system shall be reviewed by the said legislative bodies and governing boards.

VIII.

ACCOUNTABILITY OF FUNDS

The Council shall account for all funds received and disbursed by it, no matter from what source or for what purpose, doing so in accordance with standard accounting practices and in a manner of accounting generally acceptable to agencies of local government, engaging for such purpose personnel qualified to maintain the necessary books of account at all times in a current condition. Such books of account shall be open at all times during normal business hours to the inspection of any authorized representative of any party to this instrument, to the authorized representative of the State Librarian, and the authorized representative of any official of a government agency that grants or disburses funds to the Council for the purposes of this instrument . The Council shall adopt a fiscal year period for the purposes of such accounting, and at least once each fiscal year shall engage an independent and qualified accountant or accountants to audit the books of account, and to prepare from such books a statement of assets and liabilities, a statement of receipts and disbursements, and such other statements and reports as the Council shall determine to be necessary or convenient for the dissemination of accounting reports to each party to this instrument, and the Council shall distribute such reports to the parties.

IX.

TERMINATION OF AGREEMENT

Any party to this instrument may withdraw as a party upon written notice to the Council delivered at least thirty days in advance of the date on which it wishes to withdraw. No party shall be entitled by virtue of such withdrawal to receive any payment of money or share of the assets of the agency established by this instrument, except as may be provided by any separate written instrument which has been executed as an agreement between the Council and that party with regard to contributions, payments, or services by that party to the Council. This instrument shall remain in effect as an agreement among the parties until cancelled by all of the remaining parties, or until

the withdrawal of all except one party. In the event of cancellation of this instrument the members of the Council remaining at the date of such cancellation shall continue as the governing board of the agency for the purpose of winding up its affairs, and during the course of such winding up shall exercise all powers granted by this instrument, as may be necessary or convenient in the accomplishment of its duties. When all agency affairs have been finally settled, following cancellations, then this instrument shall terminate and shall be of no further force or effect.

It is understood by all parties that Mendocino County enters this agreement with a demonstration library, and is not assured at the date of this agreement that the said library will be continued in existence. In the event of dissolution of the Mendocino County library demonstration, all of the parties agree that Mendocino County may withdraw from this agreement without notice and without further obligation in which case this agreement shall be terminated as to Mendocino County.

In the event of dissolution of the system, either by consent of all parties, or by withdrawal of the last remaining parties, it is agreed that in connection with the winding up of affairs all assets of the system will be converted to cash, or to forms of property converted for division and distribution, and following the payment of all just claims against the system, shall be distributed as follows:

- a) To the Federal and State governments if any applicable law requires the distribution of assets to these governments.
- b) Any remaining balance will be used to pay each member which has ever belonged to the system the amount of its dues and contributions, and if the balance is not sufficient, such payments shall be made on a pro rata basis.
- c) Any balance yet remaining shall be distributed among the parties which have belonged to the system on a pro rata basis of one point to each member for each full year of membership.

It is mutually agreed that any member of the system which terminates its membership, for any reason, shall have a priority of right for one year after termination of its membership to contract to receive the services of the system by separate agreement between the system and the withdrawn member, to the extent which may be allowed by Federal and State regulations. It is the intention of the parties that the system shall stand ready to negotiate contracts for such services, and that the length of the term shall be limited only by the mutual agreement of the parties, acting within the scope of applicable federal and state regulations.

X.

If any party to this agreement is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of the agreement and pays in excess of its pro rata share in satisfaction of such judgment, such party is entitled to contribution from each of the other parties to this agreement, in accordance with Section 895.6 of the Government Code of California.

XI.

- a) It is the intention of the parties that the system will procure professional and technical services by contract with other public agencies which are parties to this agreement, in those cases in which it is feasible to do so. The parties contemplate, at the time this agreement is executed, that the system will procure legal, accounting, and other services as the system may determine necessary, by contract with the City of Santa Rosa.
- b) The system will appoint a chief administrative officer or coordinator, who, among other duties, will have charge of the hiring, supervision, and discharge of personnel, under the personnel policies adopted by the Council. The Council will adopt a salary plan which follows generally the City of Santa Rosa professional salary scale, for professional employees, and the County of Sonoma salary scale, for clerical employees.
- c) It is the intention of the parties that the system will procure independent quarters for the headquarters of its operation, and that until such quarters are procured, the County of Sonoma will continue to operate

the system's processing center, and the County of Solano will continue to operate the system's film circuit.

- d) The system will either join the State Employees Retirement System, by contract, or will secure retirement coverage through members of the system, whichever method appears to be in the best interest of the system and its employees.
- e) The system will secure and keep in force adequate liability and Workmen's Compensation Insurance coverage for itself, either by its own policies or by coverage through members of the system, whichever appears for the best interest of the system and its employees. The system will furnish upon request of any party to this agreement certificates evidencing such insurance.

XII.

ADDITIONAL PARTIES

Any public agency or instrumentality of government which possesses the legal capacity and the common powers of the parties to this instrument may join the North Bay Cooperative Library System and become a party to this instrument by subscribing and delivering to the Council a written agreement, provided that the Council consents and accepts such agreement by a majority vote of all of its members, and further provided that the Council may establish reasonable conditions under which any new party shall be admitted.

IN WITNESS WHEREOF, the public agencies named below have caused their execution of this instrument to be affixed hereto by their proper officers, duly authorized by the legislative or governing body of each such agency.

LAKEPORT PUBLIC LIBRARY

NAPA CITY-COUNTY LIBRARY

COUNTY OF MARIN

MENDOCINO COUNTY LIBRARY
DEMONSTRATION

MILL VALLEY PUBLIC LIBRARY

CITY OF PETALUMA PUBLIC LIBRARY

ST. HELENA PUBLIC LIBRARY

SANTA ROSA PUBLIC LIBRARY

SAUSALITO PUBLIC LIBRARY

CITY OF SEBASTOPOL PUBLIC LIBRARY

COUNTY OF SOLANO

CITY OF SONOMA

COUNTY OF SONOMA

UKIAH PUBLIC LIBRARY

VACAVILLE UNION HIGH SCHOOL LIBRARY
DISTRICT OF SOLANO COUNTY

VALLEJO PUBLIC LIBRARY

BOARD OF SUPERVISORS OF THE COUNTY OF MARIN

RESOLUTION NO. 6258

RESOLUTION AGREEING TO PARTICIPATE IN NORTH
BAY COOPERATIVE LIBRARY SYSTEM

WHEREAS, the County of Marin, the County of Sonoma, the County of Napa, the County of Solano, the City of Benicia, the City of Vallejo, the City of Napa, the City of St. Helena, the City of Sonoma, the City of Santa Rosa, the City of Ukiah, the City of Petaluma, the City of Cloverdale, the City of Sebastopol, the City of Sausalito, and the Union High School Library District of Vacaville, all of the State of California, and each of them, have been requested to enter into an agreement establishing a North Bay Cooperative Library System which will be eligible for Federal funds pursuant to Public Law 597 - 84th Congress, Chapter 407, Second Session, otherwise known as the Library Services Act; and

WHEREAS, this Board of Supervisors has been requested to adopt a resolution agreeing on behalf of the COUNTY OF MARIN to participate in such cooperative library system;

NOW, THEREFORE, IT IS HEREBY RESOLVED, ORDERED AND DECLARED that this Board of Supervisors does hereby declare its intention to participate in the North Bay Cooperative Library System in conjunction with the public agencies hereinabove named and does further hereby declare its intention to execute an agreement effecting such cooperative library system upon presentation of such an agreement to this Board of Supervisors.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Marin held on the 31st day of May, 1960, by the following vote:

AYES:	SUPERVISORS	Vera L. Schultz, James A. Marshall, William A. Gness, Walter Castro
NOES:	SUPERVISORS	None
ABSENT:	SUPERVISOR	William D. Fusselman
ATTEST:		<u>Walter Castro</u> CHAIRMAN OF THE BOARD OF SUPERVISORS

Walter Castro
CLERK