

AGREEMENT FOR ASSOCIATE MEMBERSHIP IN
THE NORTH BAY COOPERATIVE LIBRARY SYSTEM

THIS AGREEMENT is made this 6th day of March, 1990, between the North Bay Cooperative Library System, a Joint Exercise of Powers Agency, hereinafter referred to as "SYSTEM," and The Marin Institute Resource Center, a non-profit agency incorporated in the State of California, hereinafter referred to as "Agency."

WHEREAS, the SYSTEM is composed of public agencies which have contracted with each other under Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California, for the joint exercise of their common powers to provide library services, which statute applies only to such public agencies; and

WHEREAS, the AGENCY desires to offer and to receive various services and benefits of the SYSTEM to the extent permitted by law and the foregoing Joint Powers Agreement; and

WHEREAS, the SYSTEM desires to secure the participation of all agencies which provide library services, to the end that the broadest possible network of libraries exist within the six-county region of the SYSTEM;

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. ASSOCIATE MEMBERSHIP. On and after the effective date of this AGREEMENT the AGENCY shall be an Associate Member of the SYSTEM, and shall be entitled to the rights and obligations which are established from time to time by the Board of Directors for Associate Members.

2. RIGHTS AND OBLIGATIONS. The rights and obligations of Associate Members shall include, but not be limited to:

a. Attendance at, and participation in, meetings of the Board of Directors, and such Board and staff committees as the Board may establish from time to time, in accordance with the composition of said committees. It is understood that this AGREEMENT does not confer membership or voting rights on the Board of Directors which are not sanctioned by statute.

b. Voluntary participation in the SYSTEM's Cooperative Collection Development Policy, in a manner consistent with the mission of the Associate Member.

c. The mutual sharing of library materials and other information resources with other Members and Associate Members of the SYSTEM, to the fullest extent possible, consistent with any priority of access which a Member or Associate Member may assign to its primary clients.

d. The mutual sharing of information and reference services with other Members and Associate Members of the SYSTEM, to the fullest extent possible, consistent with any priority of access which a Member or Associate Member may assign to its primary clients.

e. The mutual sharing of staff expertise with other Members and Associate Members of the SYSTEM, to the fullest extent possible, consistent with any priority of access which a Member or Associate Member may assign to its primary clients.

3. COMMUNICATION AND DELIVERY SERVICE. The SYSTEM shall facilitate interlibrary borrowing and lending among Members and Associate Members, utilizing electronic transmission, delivery systems or common carriers, and other means within the ability of the SYSTEM to provide, and subject to any necessary cost recovery from Members and Associate Members.

4. VOLUME DISCOUNTS. The SYSTEM shall make available to the AGENCY any volume or other contractual discounts which it is able to obtain for materials, supplies, and services, subject to the approval of the vendors.

5. FEES. The Board of Directors of the SYSTEM shall establish and modify from time to time such membership and service fees as it deems necessary and appropriate to fund services which it provides to Members and Associate Members.

The initial fee or fees for the AGENCY shall be as described in EXHIBIT A attached hereto, and made a part hereof, for the initial period as stated therein.

Nothing in this AGREEMENT, nor any fees paid by the AGENCY, shall be construed to give the AGENCY any interest in the assets of the SYSTEM or rights to participate in their distribution under the provisions of the Joint Powers Agreement.

6. TERMINATION. Either party may terminate this AGREEMENT upon ninety (90) days written notice.

In the event this AGREEMENT is terminated by either party, the AGENCY shall pay to the SYSTEM any fees or reimbursements due to the SYSTEM for goods or services provided to the AGENCY or other costs incurred by the SYSTEM on behalf of the AGENCY at the AGENCY's behest, and the SYSTEM shall reimburse the AGENCY for any prepayments for goods or services which the SYSTEM is unable to procure and deliver to the AGENCY, provided, however, that any annual membership fee paid by the AGENCY shall not be refunded if the effective date of termination is more than thirty (30) days after the commencement of the fiscal year for which paid.

In the event the AGENCY shall have caused to be included in any electronic database maintained by the SYSTEM records of the AGENCY's holdings, the AGENCY shall reimburse the SYSTEM for the

cost of removing such records from the shared database within six (6) months of the effective date of termination.

THIS AGREEMENT is executed the day and year first above written, and shall be effective on the ____ day of _____, 199__.

IN WITNESS WHEREOF, the parties have caused their names to be affixed hereto by the proper officials thereof, as authorized by resolution of each governing body.

The Marin Institute for the Prevention
AGENCY: of Alcohol and Other Drug Problems

ADDRESS: 24 Belvedere Street

San Rafael, CA 94901

By: Michael B. Smith

Title: Executive Director

Date: March 6, 1990

NORTH BAY COOPERATIVE LIBRARY SYSTEM

By: Susan O. Harris
Chairperson

Date: April 17, 1990