

A G R E E M E N T

REQUEST TO JOIN THE NORTH BAY
COOPERATIVE LIBRARY SYSTEM

THIS AGREEMENT executed the _____ day of _____,
_____, between the North Bay Cooperative Library System and the
_____, hereinafter
referred to as Applicant;

WITNESSETH:

WHEREAS, the North Bay Cooperative Library 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 power to provide library services, and

WHEREAS, Applicant desires to join the North Bay Cooperative Library System;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

(1) The Applicant requests permission to join the North Bay Cooperative Library System and agrees to abide by the terms of that certain agreement executed by the public agencies presently composing the North Bay Cooperative Library System, a copy of said agreement marked Exhibit "A" being attached to and made a part of this agreement.

(2) The North Bay Cooperative Library System by a majority vote of all the members of the Board of Directors of said Library System does hereby consent to the admission of Applicant to the North Bay Cooperative Library System, subject to compliance with such conditions as may be determined by the Board of Directors.

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

THIS AGREEMENT executed this _____ day of _____,
_____.

Agency: _____

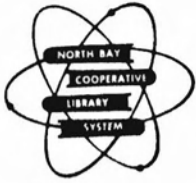
By: _____

Title: _____

NORTH BAY COOPERATIVE LIBRARY SYSTEM

By: _____

Chairperson



IN RE NORTH BAY COOPERATIVE
LIBRARY SYSTEM

WHEREAS, the following public agencies: The County of Marin, the County of Sonoma, the County of Napa, the County of Solano, the Benicia Public Library, the Vallejo Public Library, the Goodman Library of Napa, the St. Helena Public Library, the City of Sonoma, the Santa Rosa Public Library, the Ukiah Municipal Library, the City of Petaluma, the Cloverdale Public Library, the City of Sebastopol, and the Union High School Library District of Vacaville, all of the State of California, and each of them, maintain and operate as a division of agency of local government, a Public Library; and

WHEREAS, each of the public agencies provides the necessary public funds for the operation of its public library; and

WHEREAS, each of the public agencies has the power to approve the expenditure of funds on the part of the public library; and

WHEREAS, each of the public agencies is eligible for monies pursuant to Public Law 597, 84th Congress, Chapter 407, Second Session, otherwise known as the Library Services Act, which monies will largely finance the establishment of the program hereinafter described; and

WHEREAS, the public agencies are authorized to contract with each other for the joint exercise of any common power under Article 1, Chapter 5, Division 7, Title 1, of the Government Code of the State of California; and

WHEREAS, it will be to the mutual advantage of each of the parties hereto to contract for the cooperation of all parties hereto for the functional consolidation of certain library facilities and services with resulting economic gain and savings to each of the parties hereto;

NOW, THEREFORE, THE FOLLOWING CONTRACTING public agencies: The County of Marin, the County of Sonoma, the County of Napa, the County of Solano, the Benicia Public Library, the Vallejo Public Library, the Goodman Library of Napa, the St. Helena Public Library, the City of Sonoma, the Santa Rosa Public Library, the Ukiah Municipal Library, the City of Petaluma, the Cloverdale Public Library, the City of Sebastopol, and the Union High School Library District of Vacaville, and each of them for and in consideration of the mutual premises and agreements hereinafter stated and the performance thereof, and for other valuable and adequate consideration do

hereby promise and agree for and on behalf of themselves and their successors in interest as follows:

I
PURPOSE OF AGREEMENT, COMMON POWER TO BE EXERCISED

This agreement, made under the provisions of Article 1, Chapter 5, Division 7, Title 1, of the Government Code of the State of California, is for the purpose of providing for the creation and establishment of the cooperative library functions as are more fully described hereinafter. The purposes will be accomplished and the common power exercised in the manner hereinafter set forth.

II

The above-mentioned cooperative library functions, in detail, are as follows, to wit:

1. Cooperative book evaluation
2. Cooperative in-service training
3. Subject specialization of book collections, with sharing of specialized resources
4. Sharing of periodical resources according to subject specialization
5. Coordinated reference service, including purchase by the Santa Rosa Public Library of basic reference materials not held by any library in the system, or held in insufficient quantities in libraries, said books to be deposited on a long-term basis in member libraries.
6. Joint film collection, with projection equipment, to be available to all member libraries, and administered by the Solano County Free Library
7. Centralized ordering, cataloging, classification and physical preparation of books for member libraries, to be performed by the Sonoma County Free Library and paid for in part by contributions of member libraries under terms to be determined by the hereinafter defined Council
8. A regional deposit center maintained by the Petaluma Public Library for the use of member libraries for the deposit of little-used

books, periodicals and other library materials

9. Regular and frequent delivery of books and other library materials among member libraries, especially to and from the member library operating the processing center, through use of a delivery truck to be purchased and maintained by the Sonoma County Free Library
10. Teletype or telephone communication among member libraries, to be administered by the Vallejo Public Library
11. Interchangeable borrowing privileges
12. Consultant in children's work, to be available to advise and assist member libraries in developing and improving library service to children, to be employed by the Santa Rosa Public Library for this purpose
13. Cooperatively-developed statements of system objectives and system book selection policies
14. Other cooperative library projects which may be agreed upon

III

Each contracting public agency agrees to:

1. Develop and adopt a statement of objectives for its library if such does not yet exist
2. Develop and adopt a statement of book selection policies for its library if such does not yet exist
3. 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 to be accomplished in the fiscal years covered by this contract, if these items do not as yet exist
4. Be represented by the Librarian or a member of the library staff at all or most of the workshops and similar meetings undertaken by the cooperative library system herein described.
5. Appoint a representative who shall attend all or most of the meetings of a Council of the cooperative library system
6. Accept from the libraries named in Section II above the services specified in paragraphs 5,6,7,8,9,10, and 12 of Section II above.

Withdrawal of one of the public agencies named in Section II above shall not invalidate this agreement as among the remaining participating public agencies

7. Authorize and expend for its Library in the fiscal year ending June 30, 1961, for public library services over and above those described herein, a sum at least the equivalent of that expended for similar public library services in the fiscal year ending June 30, 1960
8. Consider continuation of the program of the cooperative library system at the end of the period financed by the Library Services Act monies if said cooperative library system is deemed to have demonstrated its value

IV

A Council, which shall consist of one representative from each contracting public agency, shall act as the coordinating group in carrying out the purposes and programs contemplated by this agreement, and shall make such rules as are necessary for this purpose.

V

The Council shall fix the times and places of the regular meetings at its first meeting.

VI

This agreement shall remain in force and effect until such time as a majority of the members to this agreement shall agree upon the termination thereof. Any contracting public agency shall have the right to terminate its membership and withdraw from this agreement at any time by resolution of its governing body, which resolution of withdrawal shall be filed with the Council. Such a withdrawal or non-participation by one or more of said public agencies shall not invalidate this agreement as among the remaining participating public agencies.

VII

Any public agency which has a common power, as set forth in this agreement, may join the North Bay Cooperative Library System by agreeing

to abide by the terms of this agreement provided the Council consents, by a majority vote of all members, to the new public agency so joining. The Council shall establish the conditions under which the new member shall be admitted.

IN WITNESS WHEREOF, the public agencies have caused their names to be affixed hereto by the proper officers thereof as will appear by resolution of each governing body. This agreement signed and executed this day of , 1960.

APPROVED AS TO FORM THIS 17th
day of May, 1960

(Signed) Leland H. Jordan
County Counsel

COUNTY OF MARIN
State of California

By: (Signed) Walter Castro

APPROVED AS TO FORM THIS 26th
day of April, 1960

(Signed) Daniel K. York
County Counsel

COUNTY OF NAPA
State of California

By: (Signed) N.D. CLARK

APPROVED AS TO FORM THIS 11th
day of July, 1961

(Signed) Robert A. Rehberg
County Counsel

COUNTY OF SONOMA
State of California

by: E.J. Guidotti

APPROVED AS TO FORM THIS 12th
day of April, 1960

(Signed) James M. Shumway
County Counsel

COUNTY OF SOLANO
State of California

By: (Signed) Raymond E. Church
Chairman, Board of Supervisors

APPROVED AS TO FORM THIS 12th
day of April, 1960

(Signed) James M. Shumway
County Counsel

VACAVILLE UNION HIGH SCHOOL LIBRARY
DISTRICT OF SOLANO COUNTY, State of
California

By: (Signed) Willard Z. Wylie
President

APPROVED AS TO FORM THIS 2nd
day of May, 1960

(Signed) Rolland E. Pope
City Attorney

VALLEJO PUBLIC LIBRARY
State of California

(Signed) Lohn R. Ficklin
City Manager, CITY OF VALLEJO

APPROVED AS TO FORM THIS
22nd day of April, 1960

(Signed) Robert Zeller
City Attorney

THE GOODMAN LIBRARY OF NAPA
State of California

(Signed) H.G. Sawyer, Chairman
Board of Library Trustees

APPROVED AS TO FORM THIS 21st
day of April, 1960

(Signed) Alexander J. McMahon
City Attorney

CITY OF SONOMA
State of California

(Signed) Wm. J. Raymond
Mayor

APPROVED AS TO FORM THIS 13th
day of April, 1960

(Signed) Richard B. Maxwell
City Attorney

APPROVED AS TO FORM THIS 29th
day of April, 1960

(Signed) Harold A. Irish
City Attorney

APPROVED AS TO FORM THIS 2nd
day of November, 1960

(Signed) Edouard E. Robert
City Attorney

APPROVED AS TO FORM THIS 13th
day of April, 1960

(Signed) Edward Dermott
City Attorney

SANTA ROSA PUBLIC LIBRARY
State of California

(Signed) M.L. Bruner
President, Board of Library Trustees

UKIAH MUNICIPAL LIBRARY
State of California

(Signed) Carolyn O. Cook
President Board of Library Trustees

CITY OF PETALUMA
State of California

(Signed) Arthur W. Parent
Mayor

CITY OF SEBASTOPOL
State of California

(Signed) O.E. Dickinson
Mayor

APPROVED AS TO FORM THIS 17th
day of May, 1960.

COUNTY OF MARIN
State of California

By Walter Foster

Leland H. Jolan
County Counsel

APPROVED AS TO FORM THIS 26
day of April, 1960.

COUNTY OF NAPA
State of California

By W.D. Blanks

James H. Lynch
County Counsel

APPROVED AS TO FORM THIS 11
day of July, 1960.

COUNTY OF SONOMA
State of California

By [Signature]

Paul C. Leary
County Counsel

APPROVED AS TO FORM THIS 12
day of April, 1960.

COUNTY OF SOLANO
State of California

By Raymond C. Chard
Chairman, Board of Supervisors

James M. Murray
County Counsel

APPROVED AS TO FORM THIS 12
day of April, 1960.

VACAVILLE UNION HIGH SCHOOL LIBRARY
DISTRICT OF SOLANO COUNTY, State of
California

By Willard J. Wylie
President

James M. Murray
County Counsel

APPROVED AS TO FORM THIS 2
day of May, 1960.

[Signature]
City Attorney

VALLEJO PUBLIC LIBRARY
State of California

[Signature]
City Manager
CITY OF VALLEJO

APPROVED AS TO FORM THIS 22
day of April, 1960.

[Signature]
City Attorney

THE GOODMAN LIBRARY OF NAPA
State of California

[Signature]
Chairman, Board of Library
Trustees

APPROVED AS TO FORM THIS 26th
day of April, 1960.

[Signature]
City Attorney

ST. HELENA PUBLIC LIBRARY
State of California

[Signature]
President, Board of Library
Trustees

APPROVED AS TO FORM THIS 21st
day of April, 1960.

[Signature]
City Attorney

CITY OF SONOMA
State of California

[Signature]
Mayor

APPROVED AS TO FORM THIS 13th
day of April, 1960.

[Signature]
City Attorney

SANTA ROSA PUBLIC LIBRARY
State of California

[Signature]
President, Board of Library
Trustees

APPROVED AS TO FORM THIS 29th
day of April, 1960.

Harold A. [Signature]
City Attorney

UKIAH MUNICIPAL LIBRARY
State of California

Carolyne O. Cook
President, Board of Library
Trustees

APPROVED AS TO FORM THIS 2nd
day of Nov., 1960.

Edward E. Robert
City Attorney

CITY OF PETALUMA
State of California

[Signature]
Mayor

APPROVED AS TO FORM THIS _____
day of _____, 1960..

City Attorney

CLOVERDALE PUBLIC LIBRARY
State of California

President, Board of Library
Trustees

APPROVED AS TO FORM THIS 13th
day of April, 1960.

Edward Demott
City Attorney

CITY OF SEBASTOPOL
State of California

O. E. Dickinson
Mayor

APPROVED AS TO FORM THIS _____
day of _____, 1960.

City Attorney

BENICIA PUBLIC LIBRARY
State of California

President, Board of Library
Trustees

N O R T H B A Y C O O P E R A T I V E L I B R A R Y S Y S T E M

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 13th Day of May, 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:

1.

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, preceding.

II.

PURPOSE OF THIS INSTRUMENT

This instrument supplements the written agreement of 1960, mentioned in the preceding 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.

CITY OF LAKEPORT

NAPA CITY-COUNTY LIBRARY

COUNTY OF MARIN

COUNTY OF MENDOCINO

CITY OF MILL VALLEY

CITY OF PETALUMA

CITY OF ST. HELENA

CITY OF SANTA ROSA

CITY OF SAUSALITO

CITY OF SEBASTOPOL

COUNTY OF SOLANO

CITY OF SONOMA

COUNTY OF SONOMA

CITY OF UKIAH

VACAVILLE UNION HIGH SCHOOL LIBRARY
DISTRICT OF SOLANO COUNTY

CITY OF VALLEJO

N O R T H B A Y C O O P E R A T I V E L I B R A R Y S Y S T E M

SECOND SUPPLEMENT TO AGREEMENT OF 1960 ENTITLED

"IN RE NORTH BAY COOPERATIVE LIBRARY SYSTEM"

AMENDING THE AGREEMENT OF 1964

The Undersigned public agencies declare:

1. That they are all of the parties who remain parties signatory to the, written agreement of May 13, 1964, "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," including parties who have joined the North Bay Cooperative Library System by agreement and consent under paragraph XII of the said agreement.

2. That the North Bay Cooperative Library System as established under the 1964 agreement has operated successfully and has proven its advantage to the parties; and that the system should now be opened to public agencies which operate libraries other than cities, counties and library districts.

Now, therefore, the undersigned parties agree as follows:

Any agency or institution which possesses the legal capacity to enter into an agreement under the provisions of Sections 6500 et seq. of the California Government Code, and which maintains a library or libraries, 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

a) The representative of an agency other than a public library agency may not vote upon the disposition of funds which are restricted by law or the terms of their grant to public library purposes;

b) The public library representatives reserve the right separately to establish membership fees for public library agency members;

c) Member agencies which are not public library agencies are not bound by the provisions of Section V to provide direct public access without restriction to their library collections and services;

d) The Council may establish other reasonable conditions under which any new party shall be admitted.

IN RE NORTH BAY COOPERATIVE
LIBRARY SYSTEM

WHEREAS, the following public agencies: The County of Marin, the County of Sonoma, the County of Napa, the County of Solano, the Benicia Public Library, the Vallejo Public Library, the Goodman Library of Napa, the St. Helena Public Library, the City of Sonoma, the Santa Rosa Public Library, the Ukiah Municipal Library, the City of Petaluma, the Cloverdale Public Library, the City of Sebastopol, and the Union High School Library District of Vacaville, all of the State of California, and each of them, maintain and operate as a division of agency of local government, a Public Library; and

WHEREAS, each of the public agencies provides the necessary public funds for the operation of its public library; and

WHEREAS, each of the public agencies has the power to approve the expenditure of funds on the part of the public library; and

WHEREAS, each of the public agencies is eligible for monies pursuant to Public Law 597, 84th Congress, Chapter 407, Second Session, otherwise known as the Library Services Act, which monies will largely finance the establishment of the program hereinafter described; and

WHEREAS, the public agencies are authorized to contract with each other for the joint exercise of any common power under Article 1, Chapter 5, Division 7, Title 1, of the Government Code of the State of California; and

WHEREAS, it will be to the mutual advantage of each of the parties hereto to contract for the cooperation of all parties hereto for the functional consolidation of certain library facilities and services with resulting economic gain and savings to each of the parties hereto;

NOW, THEREFORE, THE FOLLOWING CONTRACTING public agencies: The County of Marin, the County of Sonoma, the County of Napa, the County of Solano, the Benicia Public Library, the Vallejo Public Library, the Goodman Library of Napa, the St. Helena Public Library, the City of Sonoma, the Santa Rosa Public Library, the Ukiah Municipal Library, the City of Petaluma, the Cloverdale Public Library, the City of Sebastopol, and the Union High School Library District of Vacaville, and each of them for and in consideration of the mutual promises and agreements hereinafter stated and the performance thereof, and for other valuable and adequate consideration do

hereby promise and agree for and on behalf of themselves and their successors in interest as follows:

I

PURPOSE OF AGREEMENT, COMMON POWER TO BE EXERCISED

This agreement, made under the provisions of Article 1, Chapter 5, Division 7, Title 1, of the Government Code of the State of California, is for the purpose of providing for the creation and establishment of the cooperative library functions as are more fully described hereinafter. The purposes will be accomplished and the common power exercised in the manner hereinafter set forth.

II

The above-mentioned cooperative library functions, in detail, are as follows, to wit:

1. Cooperative book evaluation
2. Cooperative in-service training
3. Subject specialization of book collections, with sharing of specialized resources
4. Sharing of periodical resources according to subject specialization
5. Coordinated reference service, including purchase by the Santa Rosa Public Library of basic reference materials not held by any library in the system, or held in insufficient quantities in libraries, said books to be deposited on a long-term basis in member libraries.
6. Joint film collection, with projection equipment, to be available to all member libraries, and administered by the Solano County Free Library
7. Centralized ordering, cataloging, classification and physical preparation of books for member libraries, to be performed by the Sonoma County Free Library and paid for in part by contributions of member libraries under terms to be determined by the hereinafter defined Council
8. A regional deposit center maintained by the Petaluma Public Library for the use of member libraries for the deposit of little-used

books, periodicals and other library materials

9. Regular and frequent delivery of books and other library materials among member libraries, especially to and from the member library operating the processing center, through use of a delivery truck to be purchased and maintained by the Sonoma County Free Library
10. Teletype or telephone communication among member libraries, to be administered by the Vallejo Public Library
11. Interchangeable borrowing privileges
12. Consultant in children's work, to be available to advise and assist member libraries in developing and improving library service to children, to be employed by the Santa Rosa Public Library for this purpose
13. Cooperatively-developed statements of system objectives and system book selection policies
14. Other cooperative library projects which may be agreed upon

III

Each contracting public agency agrees to:

1. Develop and adopt a statement of objectives for its library if such does not yet exist
2. Develop and adopt a statement of book selection policies for its library if such does not yet exist
3. 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 to be accomplished in the fiscal years covered by this contract, if these items do not as yet exist
4. Be represented by the Librarian or a member of the library staff at all or most of the workshops and similar meetings undertaken by the cooperative library system herein described.
5. Appoint a representative who shall attend all or most of the meetings of a Council of the cooperative library system
6. Accept from the libraries named in Section II above the services specified in paragraphs 5,6,7,8,9,10, and 12 of Section II above.

Withdrawal of one of the public agencies named in Section II above shall not invalidate this agreement as among the remaining participating public agencies

7. Authorize and expend for its Library in the fiscal year ending June 30, 1961, for public library services over and above those described herein, a sum at least the equivalent of that expended for similar public library services in the fiscal year ending June 30, 1960
8. Consider continuation of the program of the cooperative library system at the end of the period financed by the Library Services Act monies if said cooperative library system is deemed to have demonstrated its value

IV

A Council, which shall consist of one representative from each contracting public agency, shall act as the coordinating group in carrying out the purposes and programs contemplated by this agreement, and shall make such rules as are necessary for this purpose.

V

The Council shall fix the times and places of the regular meetings at its first meeting.

VI

This agreement shall remain in force and effect until such time as a majority of the members to this agreement shall agree upon the termination thereof. Any contracting public agency shall have the right to terminate its membership and withdraw from this agreement at any time by resolution of its governing body, which resolution of withdrawal shall be filed with the Council. Such a withdrawal or non-participation by one or more of said public agencies shall not invalidate this agreement as among the remaining participating public agencies.

VII

Any public agency which has a common power, as set forth in this agreement, may join the North Bay Cooperative Library System by agreeing

to abide by the terms of this agreement provided the Council consents, by a majority vote of all members, to the new public agency so joining. The Council shall establish the conditions under which the new member shall be admitted.

IN WITNESS WHEREOF, the public agencies have caused their names to be affixed hereto by the proper officers thereof as will appear by resolution of each governing body. This agreement signed and executed this day of , 1960.

APPROVED AS TO FORM THIS 17th
day of May, 1960

(Signed) Leland H. Jordan
County Counsel

COUNTY OF MARIN
State of California

By: (Signed) Walter Castro

APPROVED AS TO FORM THIS 26th
day of April, 1960

(Signed) Daniel K. York
County Counsel

COUNTY OF NAPA
State of California

By: (Signed) N.D. CLARK

APPROVED AS TO FORM THIS 11th
day of July, 1961

(Signed) Robert A. Rehberg
County Counsel

COUNTY OF SONOMA
State of California

by: E.J. Guidotti

APPROVED AS TO FORM THIS 12th
day of April, 1960

(Signed) James M. Shumway
County Counsel

COUNTY OF SOLANO
State of California

By: (Signed) Raymond E. Church
Chairman, Board of Supervisors

APPROVED AS TO FORM THIS 12th
day of April, 1960

(Signed) James M. Shumway
County Counsel

VACAVILLE UNION HIGH SCHOOL LIBRARY
DISTRICT OF SOLANO COUNTY, State of
California

By: (Signed) Willard Z. Wylie
President

APPROVED AS TO FORM THIS 2nd
day of May, 1960

(Signed) Rolland E. Pope
City Attorney

VALLEJO PUBLIC LIBRARY
State of California

(Signed) Lohn R. Ficklin
City Manager, CITY OF VALLEJO

APPROVED AS TO FORM THIS
22nd day of April, 1960

(Signed) Robert Zeller
City Attorney

THE GOODMAN LIBRARY OF NAPA
State of California

(Signed) H.G. Sawyer, Chairman
Board of Library Trustees

APPROVED AS TO FORM THIS 21st
day of April, 1960

(Signed) Alexander J. McMahon
City Attorney

CITY OF SONOMA
State of California

(Signed) Wm. J. Raymond
Mayor

APPROVED AS TO FORM THIS 13th
day of April, 1960

(Signed) Richard B. Maxwell
City Attorney

APPROVED AS TO FORM THIS 29th
day of April, 1960

(Signed) Harold A. Irish
City Attorney

APPROVED AS TO FORM THIS 2nd
day of November, 1960

(Signed) Edouard E. Robert
City Attorney

APPROVED AS TO FORM THIS 13th
day of April, 1960

(Signed) Edward Dermott
City Attorney

SANTA ROSA PUBLIC LIBRARY
State of California

(Signed) M.L. Bruner
President, Board of Library Trustees

UKIAH MUNICIPAL LIBRARY
State of California

(Signed) Carolyn O. Cook
President Board of Library Trustees

CITY OF PETALUMA
State of California

(Signed) Arthur W. Parent
Mayor

CITY OF SEBASTOPOL
State of California

(Signed) O.E. Dickinson
Mayor

N O R T H B A Y C O O P E R A T I V E L I B R A R Y S Y S T E M

SECOND SUPPLEMENT TO AGREEMENT OF 1960 ENTITLED

"IN RE NORTH BAY COOPERATIVE LIBRARY SYSTEM"

AMENDING THE AGREEMENT OF 1964

EFFECTIVE January 9, 1979

The Undersigned public agencies declare:

1. That they are all of the parties who remain parties signatory to the written agreement of May 13, 1964, "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," including parties who have joined the North Bay Cooperative Library System by agreement and consent under paragraph XII of the said agreement.

2. That the North Bay Cooperative Library System as established under the 1964 agreement has operated successfully and has proven its advantage to the parties; and that the system should now be opened to public agencies which operate libraries other than cities, counties and library districts.

Now, therefore, the undersigned parties agree as follows:

Any agency or institution which possesses the legal capacity to enter into an agreement under the provisions of Sections 6500 et seq. of the California Government Code, and which maintains a library or libraries, 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

a) The representative of an agency other than a public library agency may not vote upon the disposition of funds which are restricted by law or the terms of their grant to public library purposes;

b) The public library representatives reserve the right separately to establish membership fees for public library agency members;

c) Member agencies which are not public library agencies are not bound by the provisions of Section V to provide direct public access without restriction to their library collections and services;

d) The Council may establish other reasonable conditions under which any new party shall be admitted.

CALISTOGA FREE PUBLIC LIBRARY

ATTEST:

By Maclon Erick
Mayor Chairman, Library Board

Clerk

Date _____

CLOVERDALE UNIFIED SCHOOL DISTRICT

ATTEST:

By John J. St.
President

Clerk

Date _____

LAKE COUNTY LIBRARY

ATTEST:

By Robert Malone
Chairman, Board of Supervisors

Clerk

Date April 24, 1978

LARKSPUR PUBLIC LIBRARY

ATTEST:

By Philip A. Jerry
Mayor Chairman Library Board

Clerk

Date 9/25/78

MARIN COUNTY LIBRARY

ATTEST:

By Arnold M. Baptista
Chairman, Board of Supervisors

Clerk

Date 8/18/78

MENDOCINO COUNTY LIBRARY

ATTEST:

By Ted Gault
Chairman, Board of Supervisors

Clerk

Date April 4, 1978

MILL VALLEY PUBLIC LIBRARY

ATTEST:

By Richard Hesse
Mayor

Clerk

Date August 2 1978

NAPA CITY-COUNTY LIBRARY

ATTEST:

By Janet Altman
Chairman, Napa City-County
Commission

Clerk

Date _____

ST. HELENA PUBLIC LIBRARY

ATTEST:

By Paul Smith
Mayor

Lynette Denton
Clerk

Date June 21, 1978

SAN ANSELMO PUBLIC LIBRARY

ATTEST:

By Frank Lamb
Mayor

Caroline Foster
Clerk

Date _____

SAN RAFAEL PUBLIC LIBRARY

ATTEST:

By Paul Bettner
Mayor

Jeannette Leoncini
Clerk

Date _____

SAUSALITO PUBLIC LIBRARY

ATTEST:

By R.W. De Bruyn
Mayor

Janet F. Tracy
Clerk

Date 10-23-78

SOLANO COUNTY LIBRARY

ATTEST:

By Larry Asen
Chairman, Board of Supervisors
TEMPORARY

Laurel Anderson
Clerk

Date 12-19-78

SONOMA COUNTY LIBRARY

ATTEST:

By Richard Neuman
Chairman, Sonoma County Library
Commission

Glenn Sweeney
Clerk

Date Jan 9, 1979

VACAVILLE UNIFIED SCHOOL DISTRICT
LIBRARY DISTRICT

ATTEST:

By Constance C. Brown
President

Clerk

Date 12/21/78

**In the Board of Supervisors, County of Solano
State of California**

**IN THE MATTER OF
SECOND SUPPLEMENT TO AGREEMENT
OF 1960 ENTITLED "IN RE NORTH
BAY COOPERATIVE LIBRARY SYSTEM"
AMENDING THE AGREEMENT OF 1964
APPROVED**

**Extract of the meeting
of December 19, 1978**

The Second Supplement to the North Bay Cooperative Library System Agreement of 1960 amending the agreement of 1964 contains a further agreement, for the joint exercise of powers of the contracting parties and establishment of the North Bay Cooperative Library System as a separate agency for the exercise of such powers, including parties who have joined the North Bay Cooperative Library System by agreement and consent under paragraph XII of said agreement.

On motion of Supervisor Scofield and seconded by Supervisor Hewitt, the Board of Supervisors approved the second supplement to the 1960 North Bay Cooperative Library System amending the agreement of 1964, and authorized the Acting Chairman to execute said agreement on behalf of the County of Solano. So ordered by 4-0 vote; Supervisor Brazelton absent.

I, NEIL CRAWFORD, County Clerk of the County of Solano, and ex-officio clerk of the Board of Supervisors in and for said County, do hereby certify the within and aforesaid to be a full, true and correct copy of an order made and entered on the minutes of said board.

Witness my hand and Seal of said Board this

19th day December, 1978

NEIL CRAWFORD, County Clerk

By May J. Clement
Deputy Clerk