AGENDA
Chair Gregg Atkins, presiding

1. Convening/Roll Call
2. Introductions
3. Public invited to address the Board
4. Approval of Agenda
5. Minutes of June 29, 2011 Board Meeting
6. Consent Calendar
7. Closed Session: PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (As per Government Code Section 54950 et seq.)
8. Report from Closed Session
9. Revision of 11/12 budget
10. Recommendation to initiate process to withdraw from Northnet Library System as per Section XIX. Withdrawals of the Joint Powers Agreement of the Northnet Library System (4-28-09).
11. Recommendation to initiate process to dissolve Northnet Library System as per Section XVIII. Dissolution of NLS of the Joint Powers Agreement of the Northnet Library System (4-28-09), and to further authorize the NBCLS Chair to approach both of the other governing bodies to seek action by one or both for dissolution.
12. Consideration of disposal of office equipment and furnishings
13. Board Member Items
   An opportunity for members of the Board to share or request information
14. Next meeting/Agenda Building
15. Adjournment

Support materials for agenda available for review at NBCLS Headquarters Office
AGENDA ITEM #6 CONSENT CALENDAR

A. The statement of expenditure and revenue for October 31, 2011 is in the packet.

AGENDA ITEM #9 REVISION OF 2011/12 BUDGET

As discussed at the June 29, 2011 NBCLS Board meeting, the auditor suggested that the staff to use the NLS budget to reflect all salary and benefit costs. For the past 2 years salary and benefits have been paid from NLS as a contract fee, but the State Library requires that the Plan of Service and Annual report to show the fee as salaries and benefits. The auditor suggested that a simplification of the financial transactions required by eliminating the transfer funds between the two agencies would be beneficial given the staffing level for the year. There will not be an issue about tax or pension reporting as all reports to the IRS and PERS would be filed with the NBC tax number.

The initial 2011/12 NBC budget is then much more streamline. The retiree health benefit, auditor costs, and county fiscal agent fees were the only items shown in the budget. The revised budget in the packet is a January 1 – June 30, 2011 version so that the true cost of operating as a stand alone system is more clearly reflected. The total budget for the year would need to have the July 1 – December 31, 2011 amount added to it in the three cost areas mentioned above.

NBCLS has the following reserve funds:
$ 77,486 – unreserved fund balance is used to cover any shortfall of revenue and is cash flow beginning of the year
$106,620 – reserved for future projects (use requires a resolution from the Board)
$129,447 – reserved to fund retiree medical insurance
$  82,148 – reserved for equipment replacement (e.g. new computers, replacement SuperSearch)

The revised budget has some annotation in the services and supplies section.

Staff breakdown is:
SuperSearch -- .50 FTE working from free location – relocation of a phone line is needed.
Administration -- .50 FTE administrator and .50 FTE account clerk working from free location – relocation of phone line needed.
1. CONVENING:
The North Bay Cooperative Library System (NBCLS) Council of Librarians met this date via WebEx with Chair Danis Kreimeier presiding. The meeting convened at 11:05 a.m.

ROLL CALL:

<table>
<thead>
<tr>
<th>PRESENT</th>
<th>ABSENT</th>
<th>MEMBER LIBRARY</th>
<th>REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td>Benicia Public Library</td>
<td>Diane Smikahl</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>Belvedere-Tiburon Library</td>
<td>Debbie Mazzolini</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>Dixon Public Library</td>
<td>Gregg Atkins</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>Lake County Library</td>
<td>Susan Clayton</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>Larkspur Public Library</td>
<td>Frances Gordon</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>Marin County Free Library</td>
<td>Gail Haar</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>Mendocino County Library</td>
<td>Eliza Wingate for Mel Lightbody</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>Mill Valley Public Library</td>
<td>Anji Brenner</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>Napa City-County Library</td>
<td>Danis Kreimeier, Chair</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>Napa Valley Community College</td>
<td>Rebecca Scott</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>St. Helena Public Library</td>
<td>Jennifer Baker</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>San Anselmo Public Library</td>
<td>Sara Loyster</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>San Rafael Public Library</td>
<td>David Dodd</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>Santa Rosa Junior College</td>
<td>Cherry Li-Bugg</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>Sausalito Public Library</td>
<td>Mary Richardson</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>Solano Community College Library</td>
<td>Rebecca Scott</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>Solano County Library</td>
<td>Lynne Williams for Bonnie Katz</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>Sonoma County Library</td>
<td>Jaime Anderson</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>Sonoma Developmental Center</td>
<td>Vacant</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>NLS System Headquarters – Exec. Dir.</td>
<td>Annette Milliron</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>NLS System Headquarters – Asst. Dir.</td>
<td>Patty Hector</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td>NLS System Headquarters – Admin. Asst.</td>
<td>Kelli Logasa</td>
</tr>
</tbody>
</table>

2. INTRODUCTIONS
No introductions were necessary.

3. PUBLIC INVITED TO ADDRESS THE BOARD
No public were present.

4. APPROVAL OF AGENDA
A Motion to approve the agenda was moved by Gregg Atkins and seconded by Debbie Mazzolini. The Motion passed unanimously.

5. CONSENT CALENDAR
   A. STATEMENT OF REVENUE, EXPENDITURES & ENCUMBRANCE FOR PERIOD ENDING 5/31/11
   B. REVISED FY 2010/11 BUDGET. REVISED REVENUE AND EXPENSE SHEETS TO COVER LAYOFF COSTS
C. FY 2010/11 NBCLS DELIVERY STATISTICS
A Motion to approve the Consent Calendar was moved by Gail Haar and seconded by Lynne Williams. The Motion passed unanimously.

6. MINUTES OF JUNE 9, 2011 BOARD MEETING
Ms. Milliron asked the Board to provide the details of the June 9th NBCLS Board of Directors meeting so the minutes could be completed. The following changes and additions will be made to the June 9, 2011 minutes:
- Bonny White attended the meeting as a representative for Marin County Free Library.
- Danis Kreimeier made all of the motions during the meeting.
- Jennifer Baker seconded all of the motions during the meeting.
- All of the motions passed unanimously.
- The Napa time capsule was buried in 1974.
- Lynne Williams attended the meeting as a representative for Solano County Library.

A Motion to approve the minutes as amended was moved by Lynne Williams and seconded by Gregg Atkins. The Motion passed unanimously.

7. DRAFT NLS – NBCLS 2011/12 CONTRACT FOR STAFF SUPPORT
NorthNet Library System contracts with NBCLS for staff support and that contract is up for renewal. The Board discussed the contract language.

A Motion for Item 1A of the agreement to read “The Agreement is a 6-month contract renewable on a month to month basis and is contingent upon availability of funds but shall not run longer than through June 30, 2012” was moved by Gregg Atkins and seconded by Jennifer Baker. The Motion passed unanimously.

A Motion for Attachment A of the agreement, Item #4 - Reference Services, to read “NBCLS will provide reference services as defined under the CLSA for constituent libraries according to the following arrangements”, remove b) NBCLS staff and limited reference services are available from 8 am to 5pm, Monday through Friday from the contract, remove f) and then re-letter accordingly was moved by Gregg Atkins and seconded by Lynne Williams. The Motion passed unanimously.

A Motion for Attachment A of the agreement, Item #4 - Reference Services, “NLS will contract with Serra for second level reference services for member libraries according” to read a)”NLS constituent libraries will submit at no charge up to the amount budgeted thereafter to a cost of $90 per question. Put in language for limit of reference questions/dollars was moved by Gregg Atkins and seconded by Jennifer Baker. The Motion passed unanimously.

On Attachment B in the Communication and delivery with budget attached section, Ms. Milliron advised the Board that the payoff funds column should show a “0” as the payoff was made out of the 2010/11 budget.

No change needed to Item #5.

Discussion was held on Item #6 as why the SuperSearch Administrative Assistant is listed in the contract, although only participating member libraries fund that position.
A Motion to add language to Item #6, that states “all program costs shall be charged to participating libraries as invoiced by NLS” was moved by Gregg Atkins and seconded by Eliza Wingate. The Motion passed unanimously.

Discussion was held on the procedures and responsibility on the selection and evaluation of NBCLS staff. It was clarified that the staff work for NBCLS and NLS contracts with NBCLS for staff. Discussion ensued. Item #9 which states NBCLS appoints the Executive Director but NLS has to approve the selection was also discussed.

A Motion to change Item #9 to read “NBCLS agrees to provide staff as specified in the appendix, Item #6 was moved by Gregg Atkins and seconded by Diane Smikahl. The Motion passed unanimously.

A Motion to approve the NLS – NBCLS 2011/12 Contract for Staff Support as a whole was moved by Lynne Williams and seconded by Gregg Atkins. The Motion passed unanimously.

8. MEDICAL INSURANCE SEVERANCE UPON LAYOFF
Ms. Milliron stated that she would like to provide a health insurance severance package to the three employees who will lose their jobs as of 7/1/11. They are covered on their health insurance through July 31, 2011. Under the old layoff procedure delineated in the expired MOU, NBCLS would have paid for 6-months of a laid off employee’s health insurance payments, three months of the employer’s cost of the health insurance and then three months of ½ the employer’s cost of health coverage. Discussion ensued.

A Motion to approve NBCLS paying the COBRA payments for August and September for the laid off employees was moved by Gregg Atkins and seconded by Gail Haar. The Motion passed unanimously.

9. PRELIMINARY FY 2011/12 BUDGET
Ms. Milliron presented the preliminary budget to the Board. She noted that the payroll numbers are not included in the NBCLS budget because NLS will now pay for the staff payroll directly to Paychex rather than transfer the money to NBCLS, who in turn would pay Paychex.

A Motion to approve the preliminary FY 2011/12 budget was moved by Gregg Atkins and seconded by Jennifer Baker. The Motion passed unanimously.

10. BOARD MEMBER ITEMS
There weren’t any Board member items.

11. ANNOUNCEMENTS
The Board thanked Ms. Milliron for arranging a staff appreciation lunch for the staff that is being laid off. Eliza Wingate stated that she will be taking Joe Cochrane out to lunch tomorrow to thank him for all of his hard work.

Gail Haar announced that Marin County Free Library hired Margaret Miles as their Branch Manager in Fairfax and she will start August 8th. They have not filled their Branch Manager position in Novato and plan to hold a second recruitment for that position.
Gregg Atkins announced that Katy Curl, who is currently working at Folsom Public, has accepted a position at Richmond Public.

12. **Adjourn**

There being no further business, the meeting was adjourned at 12:23 p.m.

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Annette Milliron DeBacker  
Clerk of the Board  
June 29, 2011
CONSENT CALENDAR
November 28, 2011

A. Statement of Revenue, Expenditures & Encumbrance for period ending October 31, 2011
North Bay Cooperative Library System  
General Ledger  
For the Four Months Ending October 31, 2011

<table>
<thead>
<tr>
<th>Revenues</th>
<th>YTD Budget</th>
<th>YTD Spent/Rec'd</th>
<th>YTD Balance</th>
<th>Remaining %</th>
<th>Current Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue Carried Forward</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>$ 0.00</td>
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<tr>
<td>Fund Balance</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>1700-Interest Earned</td>
<td>3,000.00</td>
<td>1,315.97</td>
<td>1,684.03</td>
<td>56.13</td>
<td>1,315.97</td>
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<tr>
<td>3480-Tech. Serv. Fees</td>
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<tr>
<td>3482-Contract Fee</td>
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<tr>
<td>4025-Sales - Pers. Property</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>4030-Sales - Taxable</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>4040-Miscellaneous</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>4102-Donations/Reimbursements</td>
<td>5,456.00</td>
<td>5,717.61</td>
<td>(261.61)</td>
<td>(4.79)</td>
<td>0.00</td>
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<tr>
<td>Total Revenue</td>
<td>5,456.00</td>
<td>5,717.61</td>
<td>(261.61)</td>
<td>(4.79)</td>
<td>0.00</td>
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<td>4645-Trust To General</td>
<td>23,814.00</td>
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<td>23,814.00</td>
<td>100.00</td>
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<td>Grand Total Revenues</td>
<td>$ 32,270.00</td>
<td>$ 7,033.58</td>
<td>25,236.42</td>
<td>78.20</td>
<td>$ 1,315.97</td>
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### North Bay Cooperative Library System
#### General Ledger
For the Four Months Ending October 31, 2011

<table>
<thead>
<tr>
<th>Salaries &amp; Benefits</th>
<th>YTD Budget</th>
<th>YTD Spent/Rec'd</th>
<th>YTD Balance</th>
<th>Remaining %</th>
<th>Current Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>5900-Payoff Account</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5910-Perm. Positions</td>
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<td>0.00</td>
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<td>0.00</td>
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<tr>
<td>5911-Extra Help</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>5921-Retirement Cont.</td>
<td>0.00</td>
<td>6,514.78</td>
<td>(6,514.78)</td>
<td>0.00</td>
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<tr>
<td>5924-Medicare</td>
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<td>(385.60)</td>
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<td>96.40</td>
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<td>5925-Deferred Comp.</td>
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<tr>
<td>5930-Health Insurance</td>
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<td>15,678.99</td>
<td>11,093.01</td>
<td>41.44</td>
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<tr>
<td>5931-Disability Insurance</td>
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<td>147.52</td>
<td>(147.52)</td>
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<tr>
<td>5932-Dental Insurance</td>
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<td>1,185.30</td>
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<td>5933-Life Insurance</td>
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<td>(86.30)</td>
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<td>5934-Vision Insurance</td>
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<td>154.80</td>
<td>41.20</td>
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<td>5935-Unemployment Insurance</td>
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<tr>
<td>5940-Workers Compensation</td>
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<td>141.66</td>
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<tr>
<td><strong>Total Salaries &amp; Benefits</strong></td>
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<td>24,294.95</td>
<td>2,673.05</td>
<td>9.91</td>
<td>2,279.91</td>
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North Bay Cooperative Library System  
General Ledger  
For the Four Months Ending October 31, 2011

<table>
<thead>
<tr>
<th>Services &amp; Supplies</th>
<th>YTD Budget</th>
<th>YTD Spent/Rec'd</th>
<th>YTD Balance</th>
<th>Remaining %</th>
<th>Current Month</th>
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</thead>
<tbody>
<tr>
<td>6040-Comm. - E Mail</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>6045-Comm. - Telephone</td>
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<tr>
<td>6085-Janitorial Service</td>
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<td>6100-Insurance</td>
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<tr>
<td>6140-Maint. of Equipment</td>
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<tr>
<td>6280-Memberships</td>
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<td>6302-Dept. Revolving</td>
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<tr>
<td>6400-Office Expenses</td>
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<tr>
<td>6410-Postage</td>
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<tr>
<td>6415-Library Materials</td>
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<tr>
<td>6461-Purchases for Members</td>
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<td>0.00</td>
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<tr>
<td>6500-Other Prof Services</td>
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<td>2,956.00</td>
<td>98.53</td>
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<tr>
<td>6516-Data Processing Services</td>
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<tr>
<td>6517-Online Services OCL</td>
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<tr>
<td>6521-County Services</td>
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<td>2,302.00</td>
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<td>6800-Duplicating / Photocopies</td>
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<tr>
<td>6820-Rental of Equipment</td>
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<td>0.00</td>
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<tr>
<td>6840-Building Rent / Lease</td>
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<td>0.00</td>
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<tr>
<td>7000-Special Dept. Expenses</td>
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<tr>
<td>7110-Staff Development</td>
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<tr>
<td>7120-In-Service Training</td>
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<tr>
<td>7301-County Car Expense</td>
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<td>7302-Conferences &amp; Travel</td>
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<tr>
<td>7303-Private Car Expense</td>
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<td>0.00</td>
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<tr>
<td>7320-Utilities</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total Services &amp; Supplies</strong></td>
<td>5,302.00</td>
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| Grand Total Expenditures           | $32,270.00 | $24,338.95     | 7,931.05    | 24.58       | $2,279.91     |
# North Bay Cooperative Library System
## General Ledger
### For the Four Months Ending October 31, 2011

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## Budget FY 2011/12 January 1 - June 30, 2011

**North Bay Cooperative Library System**

### January 1 - June 30, 2011

No state funding – 6 months operations

- **c:/MyFiles/Budget11-12-rev-6-15-No State funding.xls**

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**GRAND TOTAL EXPENDITURES**

| Budget | 20,859 | 17,463 | 138,870 | 116,026 | 274,596 |
REVENUES

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TERMS and AGREEMENT between

NORTHNET LIBRARY SYSTEM and

NORTH BAY COOPERATIVE LIBRARY SYSTEM

This statement of terms constitutes the Agreement whereby NORTH BAY COOPERATIVE LIBRARY SYSTEM (NBCLS) will provide services for NORTHNET LIBRARY SYSTEM (NLS).

1. Effective Date
   a) The Agreement is effective July 1, 2011.
   b) The Agreement will be a one-year contract, renewable annually upon approval of both the NLS and NBCLS Administrative Councils.

2. Alteration

No alteration or variation of terms of this agreement shall be valid unless approved by the NBCLS and NLS Administrative Councils, and made in writing and signed by both parties hereto. Changes in the Agreement may be negotiated at the request of either party.

3. Termination

If either party requests termination of the agreement, such notice must be given at least 180 days prior to the effective date of termination. Either party may terminate this contract without notice upon a material breach of the terms of this agreement.

4. Compensation

A fee as designated in Attachment B will be charged for the services outlined in Attachment A. Any changes in such fee shall be subject to any changes in Attachment A.

5. Payment Schedule

Upon receipt of invoices as approved by the Executive Director.

6. Dissolution of Agreement

In the event that this Agreement is terminated, NBCLS will return to NLS all funds, files and financial records in its custody. NBCLS will cause an audit to take place within ninety days of the expiration of the Agreement. Any remaining funds after all NLS expenditures and obligations are accounted for will be returned to NLS or to its designated entity within 30 days following the acceptance of the Audit by the NLS and NBCLS Administrative Councils.

7. Changes in Legislation

Should the California Library Services Act be legislatively amended or restructured in the future, the Administrative Councils for NLS and NBCLS shall amend this Agreement in compliance with any required changes.
8. Governing Authority

NBCLS agrees that NorthNet should govern all decisions regarding all services provided by NBCLS for NorthNet members. NorthNet agrees to be responsible for all costs associated with such services. The Chair of NorthNet Administrative Council is authorized to serve as liaison with the Chair of NBCLS Administrative Council for any issues pertaining to agreement. The Chair of NBCLS Administrative Council shall serve as a member of NLS Finance and Personnel Committee.

9. Staffing

NBCLS agrees that the approval of the NorthNet Administrative Council shall be required for the following:

a) Appointment of the Executive Director of NBCLS.
b) All personnel related issues for staff providing services to NLS, including the number and classifications of staff, salary ranges, and benefit packages for all current and new employees.
c) All retiree benefits, including health care and retirement contracts, for current and new employees

During the term of this agreement, NLS shall retain the right to hire any staff or contract employees.

10. NLS Operations

During first year of this Agreement, NLS agrees to review options for operations, e.g. continued contracting with NBCLS, establishment of NorthNet as independent operating entity.

11. Independent Contractor

NLS agrees that it is an independent contractor and that its officers and employees do not become employees of NBCLS nor are they entitled to any employee benefits as NBCLS employees as a result of the execution of this agreement.

12. Indemnification

NLS shall indemnify NBCLS, its officers and employees against liability for injury or damage caused by any negligent act or omission of any of its employees or volunteers or agents in the performance of this agreement and shall hold NBCLS harmless from any loss occasioned as a result of the performance of this contract by Contractor. NBCLS shall provide necessary Worker's Compensation insurance at its own cost and expense.

13. Conflict of Interest

No officer, member or employee of NLS and no member of their governing bodies shall have any pecuniary interest, direct or indirect, in this agreement or the proceeds thereof. No employee of NLS nor any member of any employee's family shall serve on NLS board, committee or hold any such position which either by rule, practice or action nominates, recommends, supervises NBCLS' operations or authorizes funding to NLS.

14. Assignment
NLS or NBCLS may not assign or transfer this agreement, any interest therein or claim thereunder without the prior written approval of either party.

15. Title VI

NBCLS assures that it will comply with Title VI of the Civil Rights Act of 1964 and that no person shall, on the ground of race, creed, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement.

16. Scope of Services – Attachment A

The Scope of Services to be provided under this Agreement is attached as Attachment A to this Agreement. Changes in Attachment A require approval by both the Administrative Councils of NBCLS and NLS. Changes in Attachment A do not require amendment of these Terms and Agreement.

17. Budget – Attachment B

The NLS Budget for services to be provided under this Agreement is attached as Attachment B to this Agreement. Changes in Attachment B require the approval of the NLS Administrative Council. Amending the budget does not require amendment of these Terms and Agreement.
18. **Signatures**

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TERMS and AGREEMENT between

NORTHNET LIBRARY SYSTEM and

NORTH BAY COOPERATIVE LIBRARY SYSTEM

ATTACHMENT A

Scope of Services

1. Service Standards
Service standards for CLSA programs will be those required by the California Library Services Act (CLSA).

2. Administrative Services

NBCLS will provide the following services:

a) Preparing a Budget, a Plan of Service, and an Annual Report in compliance with the requirements of the CLSA and the California State Library and subject to approval or adoption by the NLS Administrative Council.

b) Meeting with NLS Administrative Council at their regularly scheduled meetings, and maintaining close contact with NLS Administrative Council Chair as necessary.

c) Preparing quarterly fiscal reports showing revenues and disbursements, quarterly reports showing reference activity, and delivery system statistics, and submitting these to NLS Administrative Council.

d) Maintaining and reporting records or statistics in compliance with CLSA and other applicable state and federal requirements.

e) Supporting special projects and additional activities desired by the NLS Administrative Council at service levels and costs to be negotiated with the NLS Administrative Council and added thereafter as Attachments to this Agreement.

f) Annually developing a budget in collaboration with NLS Administrative Council for programs or services to be provided in the subsequent fiscal year.

g) Arranging for and obtaining necessary insurance coverages of NLS officers and committee members as required in the execution of their duties.

h) Administering all necessary contracts for the provision of all NLS services

i) Maintenance of files and records as required by State or Federal laws and retention policies

j) Maintenance of files and records belonging to the NLS (e.g., Agendas, Minutes, Contracts, records, and other applicable documents)

k) Seek and develop grant opportunities and administer successful grants for NLS.

l) Preparing and distributing documents, grant applications, agendas, minutes, and other official records and reports as required by the organization.

NLS Administrative Council will provide NBCLS with administrative oversight regarding NLS programs and services as follows:

a) Providing NBCLS with meeting schedules, agendas and materials for all NLS committees, as available

b) Maintaining close contact with member libraries to review committee activities and needs
c) Coordinate NLS communities of practice and standing committees (e.g., Steering, Youth Service, Resource Sharing and Technology Committee, Information Services)
d) Monitoring reference and communications and delivery activities and service levels
e) Maintaining close contact with the all parties involved in any specific non-CLSA projects
f) Approving choices of, contracts with, and performance of, any third-party vendors, contractors, or consultants providing services to NLS

3. Fiscal Services

NBCLS will provide fiscal services for NLS as follows:

a) Act as fiscal agent for NLS so that NLS funds remain discreet and not commingled with funds from any other jurisdiction
b) Arranging for appropriate required payments from NLS members e.g. retiree health care costs, PERS contributions
c) Arranging for the receipt and deposit of State funds, Constituent Library Share funds, grant funds and other fees or revenues, whether by grant application, invoice, or other means
d) Making payment to vendors, contractors, or consultants, on behalf of NLS
e) Submitting requests for payment in excess of $5,000 to the NLS Chair for approval
f) Collecting CLSA Transaction Based Reimbursement funds behalf of constituent libraries and disbursing them as requested by those libraries
g) Providing comprehensive revenue, expenditure, and reserve financial reports in accordance with the reporting requirements of CLSA and generally accepted accounting principles, including investment statements.
h) Arranging for an annual independent financial audit of NLS.

NLS Administrative Council will:

a) Approve NBCLS developed budget(s) and/or fees for services to NLS
b) Review quarterly fiscal reports, request any explanations, review and respond to expenditure requests, or budget amendments
c) Address and determine any policy or procedural issues brought forward by NBCLS staff to ensure that financial services are delivered efficiently, accurately, and at the lowest cost, as determined by NLS.

4. Reference Services

NBCLS will provide limited second level” reference services, and other reference services as defined under the CLSA, for constituent libraries according to the following arrangements:

a) NBCLS will provide limited Second Level reference services
b) NBCLS staff and limited reference services are available from 8 am to 5pm, Monday through Friday.
c) NBCLS will provide NLS constituent library reference librarians with at least one annual workshop training in submitting questions and managing the reference referral process.
d) NBCLS will provide a quarterly statistical report on questions submitted and answered
e) NLS will renew online database licenses that are held by NBCLS, MVLS, NSCLS and NLS as funds permit during the fiscal year.
NLS will contract with Serra for second level reference services for member libraries according to the following arrangements:

a) NLS constituent libraries will submit reference questions to NLS in a manner and format to be determined by NLS.
b) NLS constituent libraries will each assign a staff member to participate on the NLS Reference Committee and to participate in the annual reference training provided by NLS.
c) The NLS Reference Committee and Administrative Council will advise on the development of the NLS Reference Plan of Service.

5. Communications and Delivery Services

NBCLS staff will deliver Services for NLS, to include:
a) Arranging for a delivery system for and between NLS constituent libraries, which meets CLSA service levels.
b) Working with the NLS Administrative Council to determine delivery sites, frequency, participating libraries, and costs
c) Continue to review options for delivery system

NBCLS staff will provide Communications Services for NLS, to include:
a) Arranging for communications services as required, including, but not limited to, domain name registration and maintenance, email and email lists, web site and content, WebEx virtual meetings and conference calls.

NLS will
- Monitor delivery services at the constituent library level
- Maintain delivery and pickup areas for easy access
- Participate in collecting delivery statistics
- Provide content for the NLS Web site

6. Staffing

NBCLS will provide the following staffing:

1 FTE Executive Director
.50 Administrative Assistant
.50 Administrative Assistant for SuperSearch program management. Salary by participating member libraries.
A fee of $142,390 will be charged by North Bay Cooperative Library System for the services delivered July 1, 2011 – December 31, 2011 as outlined Scope of Services described in Attachment A.

### NLS Budget with no State Funding
Approved June 9, 2011

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**TOTAL FIXED ASSETS:**

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**GRAND TOTAL EXPENDITURES**

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THE JOINT POWERS AGREEMENT
OF THE NORTHNET LIBRARY SYSTEM

THIS joint powers agreement between cooperative library systems to form the NorthNet Library System (hereinafter called “NLS”) made and entered into this 8th day of May, 2009, by and between the undersigned signatories herein.

W I T N E S S E T H

WHEREAS, the NORTH BAY COOPERATIVE LIBRARY JOINT POWERS AGENCY, the NORTH STATE COOPERATIVE LIBRARY JOINT RESOLUTION AGENCY, the MOUNTAIN-VALLEY LIBRARY JOINT RESOLUTION AGENCY (hereinafter, “the parties”) desire to consolidate some of their activities and form a new joint powers agency for that purpose; and

WHEREAS, Government Code section 6500 et.seq. authorizes several public agencies to form a separate joint powers agency,

NOW THEREFORE IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS, effective the date last signed by any party hereto:

I. PURPOSE

The purpose of this Joint Powers Agreement (“Agreement”) is to provide for the exercise of the common power of each of the parties hereto to provide library services, through a new and separate public agency known as NorthNet Library System (“NLS”), which shall be responsible for administering this Agreement. This common power shall be exercised in a manner consistent with and in furtherance of the objectives of the California Library Services Act (Education Code, §18700 et.seq.), hereinafter referred to as “Library Services Act”, and in such a manner that the entity created hereby shall be eligible for any grant funds that may be payable pursuant to said Act and such other laws of a similar nature both state and federal that now exist or that may from time to time be enacted. This Agreement shall be construed in a manner consistent with these objectives. The foregoing, however, shall not be deemed to limit the extent of the powers conferred on the public entity created hereby. NLS shall possess all the powers, prerogatives and authority necessary to plan, operate, and administer a cooperative library system, and those powers necessary to establish, improve and extend library services, held by its members, and those powers designated in Government Code section 6508, and as more specifically set forth herein.

It is further intended by the parties hereto to enter into this Agreement in order to enjoy the joint sharing of benefits and costs in any and all activities they are authorized to undertake.

The parties shall have equal access to the full range of services available from NLS and jointly make decisions regarding the implementation and management of NLS, in accordance with the terms of this Agreement, to the maximum extent provided by law.

II. NAME AND POWERS

The official name of the entity shall be the NorthNet Library System. Said entity shall have the powers granted to such library systems under the Government and Education Codes of the State of California and such other powers as may be necessary to accomplish the purpose of this Agreement, including, without
limitation, to make and enter contracts, to employ agents or employees, to contract for legal services, to acquire, hold or dispose of property, and to sue or be sued on its own name

III. ADMINISTRATIVE COUNCIL

Administrative Council (hereinafter referred to as “Council”) is the governing body of NLS. The powers, composition, duties, officers, activities, and procedures for conducting the business of the Council shall be established in the Bylaws of the Administrative Council, NorthNet Library System.

IV. BYLAWS

NLS shall operate pursuant to the Bylaws adopted by each party upon its adoption of this Agreement, a copy of which is attached hereto as Exhibit A. The Agreement shall control, in the event of any inconsistency between it and the Bylaws.

V. TREASURER/FISCAL AGENT

(a) The North Bay Cooperative Library System Executive Officer or his/her designee shall act as the Treasurer/Controller and fiscal agent for NLS and shall act as the depository and shall have custody of the money of NLS, and perform those duties required by Government Code sections 6505 and 6505.5.

(b) The Council shall designate its fiscal year, maintain a current inventory of the property owned by NLS, and provide for an annual audit of the accounts and records of NLS 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. NLS shall bear the costs of the audit.

VII. RESPONSIBILITIES OF PARTIES

Parties of NLS:

(a) Agree to participate in the programs which are a requirement of the California Library Services Act.

(b) Shall pay all monies owed NLS when due.

(c) Will regularly participate in the meetings and deliberations of the Council.

FAILURE TO COMPLY with these rules and regulations will constitute a breach of this Agreement by a party and, as such, shall be subject to the remedial provisions of the Agreement.

VIII. MANAGEMENT AND CONTROL OF INDIVIDUAL LIBRARIES, PROPERTY AND ASSETS

Nothing contained herein shall be deemed to limit the right of parties to administer, manage, direct and control their own libraries and library resources, independently, select their own books and other library materials, hire their own personnel, and operate according to the policies and rules established by their own joint powers agreements, bylaws and their governing bodies. Nothing contained herein shall operate or be interpreted as a pledge by parties of their own assets or property to NLS. Except as specifically stated in
IX. FUNDING

NLS shall provide for strict accountability of all funds and reports and disbursements. NLS may apply for and receive such grants as may be provided for by the laws of the state of California and the Federal Government. However, in recognition that start up funding is necessary, within ten (10) days of its execution hereof, each party hereto shall contribute a minimum of the sum of $100,000.00 (one hundred thousand dollars), cash, to the general fund of NLS, which shall be non-refundable except pursuant to Article XVIII.

X. COST ALLOCATION PLAN

The Council shall determine the annual membership fee that shall be contributed by each participating party for the operation of the activities and programs of NLS. Each member’s fee shall be according to a formula which the Council determines to be fair and equitable. This formula shall be reviewed annually. Exhibit B, attached hereto and made a part hereof, is the existing formula which shall be used until modified or amended by the Council.

XI. CORRECTIVE AND REMEDIAL MEASURES

Whenever a majority of the Council believes that a participating party has committed a remediable breach of any material obligation set forth in this Agreement, it may give the party notice to that effect with reasonable specificity. The participating party shall use its best efforts to promptly remedy the breach and shall inform the Council 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 Council may seek relief under Section XIII hereof.

XII. APPLICABLE LAW

This Agreement shall be governed by, subject to, and construed according to the laws of the State of California.

XIII. DISPUTE RESOLUTION PROCEDURE

If any party considers that any act or decision by NLS is unfair and injurious to it, or if the Council determines that a party’s material breach has not been remedied, the process for resolving disputes will be mediation, then if necessary, binding arbitration pursuant to Code of Civil Procedure section 1280 et.seq., with each side to bear its own attorney’s fees but with the non-prevailing party to pay the arbitrator’s fees. If mediation does resolve the dispute, expenses for mediation will be shared by each side equally.

XIV. ADMISSION OF NEW PARTIES

Any California Cooperative Library System operating as a joint powers agency or joint resolution agency may join NLS upon the application of its governing body and upon the consent of the Council, provided that such agency has agreed to abide by all the terms of this Joint Powers Agreement and Bylaws. The Council shall prescribe the amount of money, if any, that shall be paid by the new agency as a prerequisite to its becoming a participant.
XV. MUTUAL HOLD HARMLESS AND INDEMNIFICATION

(a) It is agreed that each party hereto shall defend, hold harmless and indemnify NLS and its 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 any other party, their officers, agents and/or employees, except to the extent NLS has procured liability insurance covering such claim.

(b) It is further agreed that NLS shall defend, hold harmless and indemnify any party, its 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 NLS, its officers, agents and/or employees.

(c) In the event of concurrent negligence of one or more parties, their officers and/or employees, and NLS, 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.

XVI. INSURANCE

NLS shall not commence work under this Agreement until all insurance required under this paragraph has been obtained. NLS 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 NLS of any pending change in the limits of liability or of any cancellation or modification of the policy. Provided, however, NLS can satisfy these insurance obligations by providing for coverage through any of its members.

In the event of the non-fulfillment of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or cancelled, the System Administrator and/or Chair, at her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately suspend all further work pursuant to this Agreement, pending direction from the Council.

(a) Workers’ Compensation and Employer’s Liability Insurance: NLS 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: NLS 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 NLS’s 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. All parties 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 parties, and their officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, such other insurance shall be excess insurance only.
Such liability policy shall also provide errors and omissions coverage for all members of the Council.

Except to the extent required by Article X, NLS, alone or through insurance, shall be responsible for defending third party actions against NLS.

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

XVII. AMENDMENTS

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

XVIII. DISSOLUTION OF NLS

NLS shall be dissolved by approval of two-thirds of the governing bodies of the parties hereto. Disposition of assets or debts of NLS as determined by the Council shall be made in accordance with the process set forth in the bylaws. After the completion of its purpose any surplus money on hand shall be returned to the members in proportion to the contributions made. For the purposes of this Agreement the “conclusion of its purpose” shall occur upon dissolution of NLS.

XIX. WITHDRAWALS

Any party wishing to withdraw from this Agreement must do so effective on July 1, of any succeeding year and must provide at least nine months written notice to the Council. Notice shall be in the form of a resolution adopted by the governing body of the party wishing to withdraw and presented in writing to NLS. Withdrawing party shall not be entitled to any refund of its contributions, nor to any share of NLS assets unless NLS dissolves.

XX. TERMS OF AGREEMENT

This Agreement shall continue perpetually until modified or terminated by the parties hereto. The debts and obligations of NLS shall not be the debts and obligations of the parties hereto except as provided in Section XV.
IN WITNESS WHEREOF the parties hereto have set their hand the day and year written.

NORTH BAY COOPERATIVE LIBRARY SYSTEM ATTEST:
JOINT POWERS AGENCY

By: ___________________________ By: ___________________________
   System Chair                     System Clerk

Date: ___________________________ Date: ___________________________

NORTH STATE COOPERATIVE LIBRARY ATTEST:
SYSTEM JOINT RESOLUTION AUTHORITY

By: ___________________________ By: ___________________________
   System Chair                     System Clerk

Date: ___________________________ Date: ___________________________

MOUNTAIN-VALLEY LIBRARY SYSTEM ATTEST:
SYSTEM JOINT RESOLUTION AUTHORITY

By: ___________________________ By: ___________________________
   System Chair                     System Clerk

Date: ___________________________ Date: ___________________________

NORTHNET LIBRARY SYSTEM
JOINT POWERS AGENCY

By: ___________________________ By: ___________________________
   System Chair                     System Clerk

Date: ___________________________ Date: ___________________________
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 WHEREOF, 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
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 H. 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 H. 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 GOODNAN 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 4th day of May, 1960.
COUNTY OF MARIN
State of California

By [Signature]
County Counsel

APPROVED AS TO FORM THIS 26th day of April, 1960.
COUNTY OF NAPA
State of California

By [Signature]
County Counsel

APPROVED AS TO FORM THIS 11th day of July, 1960.
COUNTY OF SONOMA
State of California

By [Signature]
County Counsel

APPROVED AS TO FORM THIS 12th day of April, 1960.
COUNTY OF SOLANO
State of California

By [Signature]
Chairman, Board of Supervisors

APPROVED AS TO FORM THIS 12th day of April, 1960.
VACAVILLE UNION HIGH SCHOOL LIBRARY
DISTRICT OF SOLANO COUNTY, State of California

By [Signature]
President
APPROVED AS TO FORM THIS 2 day of May, 1960.

City Attorney

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

City Attorney

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

City Attorney

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

City Attorney

APPROVED AS TO FORM THIS 13th day of April, 1960.
UKIAH MUNICIPAL LIBRARY
State of California

CITY OF PETALUMA
State of California

CLOVERDALE PUBLIC LIBRARY
State of California

CITY OF SEBASTOPOL
State of California

BENICIA PUBLIC LIBRARY
State of California
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 11th 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 instru-
ment 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

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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 5504 of the Government Code, and services may be exchanged in the manner provided in Section 5506 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.

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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 895.5 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 file 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 Work-
men'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 certi-
ficates 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 subscrib-
ing 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

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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;
5) 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.
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

- 2 -
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, and 10 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  COUNTY OF HARRI NG State of California  (Signed) Leland H. Jordan  County Counsel

APPROVED AS TO FORM THIS 26th day of April, 1960  COUNTY OF NAPA State of California  (Signed) Daniel K. York  County Counsel

APPROVED AS TO FORM THIS 11th day of July, 1961  COUNTY OF SONOMA State of California  (Signed) Robert A. Rehberg  County Counsel

APPROVED AS TO FORM THIS 12th day of April, 1960  COUNTY OF SOLANO State of California  (Signed) James H. Shumway  County Counsel

APPROVED AS TO FORM THIS 12th day of April, 1960  VACAVILLE UNION HIGH SCHOOL LIBRARY DISTRICT OF SOLANO COUNTY, state of California  (Signed) James H. Shumway  County Counsel

APPROVED AS TO FORM THIS 2nd day of May, 1960  VALLEJO PUBLIC LIBRARY State of California  (Signed) Rolland E. Pope  City Attorney

APPROVED AS TO FORM THIS 22nd day of April, 1960  THE GOODHART LIBRARY OF NAPA State of California  (Signed) Robert Zeiler  City Attorney

APPROVED AS TO FORM THIS 21st day of April, 1966  CITY OF SONOMA State of California  (Signed) Alexander J. McNabon  City Attorney

By: (Signed) Walter Castro  County Counsel

By: (Signed) W.D. CLARK

By: E.J. Guidotti

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

By: (Signed) Willard Z. Wylie  President

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

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

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

(Signed) Richard B. Maxwell
City Attorney

SANTA ROSA PUBLIC LIBRARY
State of California

(Signed) H.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

(Signed) Edward Dermott
City Attorney
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
By Mayor
Chairman, Library Board
ATTEST:
Clerk
Date

CLOVERDALE UNIFIED SCHOOL DISTRICT
By President
ATTEST:
Clerk
Date

LAKE COUNTY LIBRARY
By Chairman, Board of Supervisors
ATTEST:
Date April 24, 1978

LARKSPUR PUBLIC LIBRARY
By Chairman, Library Board
ATTEST:
Clerk
Date 9/25/78

MARIN COUNTY LIBRARY
By Chairman, Board of Supervisors
ATTEST:
Clerk
Date 8/18/78

MENDOCINO COUNTY LIBRARY
By Chairman, Board of Supervisors
ATTEST:
Clerk
Date April 4, 1978

MILL VALLEY PUBLIC LIBRARY
By Mayor
ATTEST:
Clerk
Date August 2, 1978
NAPA CITY-COUNTY LIBRARY

By
Chairman, Napa City-County Commission

ATTEST:
Clerk

Date

ST. HELENA PUBLIC LIBRARY

By
Mayor

ATTEST:
Clerk

Date June 21, 1978

SAN ANSELMO PUBLIC LIBRARY

By
Mayor

ATTEST:
Clerk

Date

SAN RAFAEL PUBLIC LIBRARY

By
Mayor

ATTEST:
Clerk

Date

SAUSALITO PUBLIC LIBRARY

By
Mayor

ATTEST:
Clerk

Date 10-23-78

SOLANO COUNTY LIBRARY

By
Chairman, Board of Supervisors

ATTEST:
Clerk

Date 12-19-78

SONOMA COUNTY LIBRARY

By
Chairman, Sonoma County Library Commission

ATTEST:
Clerk

Date Jan 9, 1979
VACAVILLE UNIFIED SCHOOL DISTRICT
LIBRARY DISTRICT

By Constance O. Brown
President

ATTEST:

Clerk

Date 12/31/78
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.

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