

JOINT POWERS AGREEMENT FOR CONSOLIDATION  
OF PUBLIC LIBRARY FACILITIES AMONG CITIES IN THE  
COUNTY OF SONOMA AND THE COUNTY-WIDE PROVISION OF  
LIBRARY SERVICES BY THE SONOMA COUNTY LIBRARY

AGREEMENT made and entered into under the joint exercise of powers provisions of the Government Code of the State of California, by the COUNTY OF SONOMA, hereinafter called "COUNTY," the CITY OF SANTA ROSA, the CITY OF HEALDSBURG, the CITY OF PETALUMA and the CITY OF SONOMA, all cities situated in the County of Sonoma, State of California.

WHEREAS, the COUNTY and the CITY OF SANTA ROSA are parties to an "Agreement for Library Services" dated December 28, 1964, in accordance with which the functions of the County Free Library have, since July 1, 1965, been administered by the Board of Trustees of the City of Santa Rosa Library within the unincorporated portions of the County and within those cities to which COUNTY is obligated to provide library service, which cities presently include the City of Cloverdale, the City of Cotati, the City of Rohnert Park, and the City of Sebastopol, and

WHEREAS, the City of Sonoma entered into an agreement with the Santa Rosa-Sonoma County Public Library, hereinafter called "CITY-COUNTY LIBRARY," dated May 13, 1969, under which the maintenance and operation of the Sonoma Public Library are presently combined with that of the CITY-COUNTY LIBRARY, and

WHEREAS, the other cities signatory of this agreement are presently maintaining libraries for the purpose of providing free public library service for the inhabitants and taxpayers of their respective cities, and,

WHEREAS, the cities and the COUNTY are desirous of further consolidating the public libraries of the County to the end that a better and more efficient public library system with equalization of tax rates be attained thereby, and

WHEREAS, in pursuance of the above the governing bodies of all parties to this agreement desire to consolidate their existing public library services as a joint exercise of power under Chapter 5, Division 7, Title 1, of the Government Code of California, and

WHEREAS, it is the intention of the parties that the continuing operation of free public library services throughout the County of Sonoma, pursuant to this agreement, be provided by the Sonoma County Library, operating as a County Library, with all of the legal powers and privileges of a County Library; now therefore

BE IT AGREED, by and between the parties hereto as follows:

1. Consolidation. On the operative date of this agreement the Santa Rosa-Sonoma County Free Public Library, and the respective libraries of the Cities which are signators hereto shall be functionally merged into a consolidated public library, to be known as the Sonoma County Library, hereinafter called "Library." This library is deemed to be established pursuant to Chapter 2 (commencing with Section 27151) of Division 20 of the Education Code, and to be a County Free Public Library as defined in Section 2216 of the Revenue and Taxation Code.

2. Public Agency. The Sonoma County Library as so established shall be administered as if it were a separate public agency, under the meaning of Sections 6506 and 6507 of the Government Code and Section 27113 of the Education Code. It shall have all of the corporate powers afforded by law to the County Library and shall be governed by the Library Commission established in the following provision of this Agreement, which shall have exclusive jurisdiction over the maintenance and operation of the library. Its members shall serve without compensation but may be paid actual expenses incurred in the performance of their duties.

3. Commission. The Commission shall consist of seven (7) members to be appointed as follows:

- (a) One member by the Santa Rosa City Council.
- (b) One member by the Petaluma City Council.
- (c) Five members by the Board of Supervisors of Sonoma County.

Of the five, one member shall be a resident of each Supervisorial District of the County as these presently exist or as they may be

changed from time to time. (No one of the five shall be a resident of any City the property in which is not taxed for the support of the Library.)

(d) The members of the Commission appointed by the Board of Supervisors shall be appointed as follows: two for terms of one year each; two for terms of two years each; one for a term of three years. Members of the Commission subsequently appointed by the Board of Supervisors shall hold office for four years.

(e) Members of the Commission appointed by the City Councils shall hold office for four years.

(f) The Board of Supervisors shall give consideration to the appointment of as many current members of the CITY-COUNTY LIBRARY Board of Trustees as is consistent with this Agreement.

(g) Upon the expiration of the term of a member of the Commission, the vacancy shall be filled by the same body which made the appointment of the member whose term has expired.

(h) A vacancy shall be filled for an unexpired term by the same body which made the appointment to the position so vacated.

4. Officers. The Commissioners shall be appointed before the operative date of this Agreement. Within two weeks of this appointment the Commissioners shall meet and organize by the election of such officers as they deem necessary.

5. Transfer of Authority. From the operative date of this Agreement the Commission shall assume the authority and responsibility presently exercised by the Board of Trustees of the CITY-COUNTY LIBRARY. The Commission shall, by delegation of the Board of Supervisors of Sonoma County made by this present agreement, and acting as a body corporate under the joint exercise of powers law of the State of California, administer the said library. Employees of the CITY-COUNTY LIBRARY shall become employees of the Commission, not of the County. Title to all library materials, supplies, furniture and equipment held by the CITY-COUNTY LIBRARY, or in the custody of the CITY-COUNTY LIBRARY shall pass to the Commission.

Library vehicles owned by the City of Santa Rosa but purchased from City-County Library funds, as hereinafter specified, shall become the property of the Commission, and all unused monies received on their account in the City's Equipment and Replacement Fund shall be paid over to the Commission: bookmobile number 141-57; delivery van number 142-72; and bookmobile number 143-66. County agrees to provide housing, maintenance, fuel and depreciation funds, all to be paid for by the Commission from its budget, the same as for all County vehicles.

All library operating and reserve funds or trust funds under the control of the CITY-COUNTY LIBRARY Board shall be paid over to the Commission. The Commission shall assume the rights and obligations of the CITY-COUNTY LIBRARY under all existing agreements, except those enumerated below which are specifically superseded by this Agreement. Existing agreements whose rights and obligations shall be assumed by the Commission include lease agreements for branch library quarters; maintenance and service agreements for buildings and grounds; agreements for custodial services; equipment maintenance and service agreements; equipment rental agreements; bookkeeping and data-processing agreements; agreements for services made with and on behalf of the North Bay Cooperative Library System.

From and after the operative date of this Agreement the Commission shall provide library services to the City of Petaluma and the City of Healdsburg in the manner prescribed in paragraph 18 of this Agreement. The Commission shall have custody and control of the book collection and other personal property presently contained in the Petaluma Public Library and the Healdsburg Public Library which is under the management of the Petaluma Board of Library Trustees and the Healdsburg Board of Library Trustees, respectively.

From and after the operative date of this agreement the Commission shall have the supervision, care and custody of all property for the Library, including rooms or buildings constructed, leased or set apart therefor.

6. General Authority. Subject to any restrictions contained in this agreement, the Commission 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 into 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 issue revenue bonds or revenue-type bonds to the fullest extent not prohibited by law.

(g) To sue and be sued.

7. Director. The Commission shall appoint a library director, who shall meet the qualifications of a county librarian as provided in Section 27209 of the Education Code. The library director shall, subject to the general rules adopted by the Commission, build up and manage, according to accepted principles of library management, a library for the use of the people of the County, and shall, subject to budgetary limitations, determine what books and other library equipment shall be purchased.

8. Employees. The Commission shall adopt policies, rules and regulations for personnel relations, employment and administration, except that the number of employees, classification and compensation (wages, hours and conditions of employment) shall be subject to approval by the Board of Supervisors.

9. Budget. The Commission shall submit annually to the County Board of Supervisors a budget containing estimates in detail of the amount of money necessary for the Library for the ensuing year, together with an estimate of revenues other than tax revenues which are anticipated. The Commission's proposed budget shall be reviewed in standard manner by the County Administrator, who shall make his recommendations in its regard to the Board of Supervisors. The estimate of total expenditures, as finally fixed and adopted by the Board of Supervisors, or as thereafter revised by the Board of Supervisors, constitutes the appropriation for the Library for period to which the budget is intended to apply. The Commission shall have authority to expend funds within the appropriation for the Library as defined in this section, except that the monies specified in the Commission's budget for any of the following major categories shall not be exceeded without a transfer or other appropriate augmentation of said budget category by the Board of

Supervisors: Salaries and Employee Benefits; Services and Supplies; Fixed Assets; and each major sub-category of Fixed Assets.

10. Tax Levy. The Board of Supervisors shall annually levy, in the same manner and at the same time as other county taxes are levied, and in addition to all other taxes, a tax upon all property in the county outside of cities and upon all property within cities which are or elect to become a part of any county free library system, for the purpose of purchasing property for, establishing and maintaining the County Library.

11. Library Fund. The revenue derived from the tax, together with all money acquired by gift, devise, bequest, or otherwise, by or for the Library, shall be paid into the County treasury to the credit of a fund to be designated the "County Library Fund," and shall be paid out for the purposes authorized in this Agreement on the order of the Commission, signed by the chairman and secretary.

The Treasurer of the County of Sonoma shall be the depository and have custody of all the money of the Commission from whatever source, and shall, to the fullest extent not prohibited by law, invest any surplus or trust funds, for the benefit of the Commission.

The Auditor of the County of Sonoma shall account for all funds belonging to the Commission and shall prepare reports of all receipts and disbursements in accordance with standard accounting procedures.

The County Auditor shall make, or cause to be made, an annual audit of the accounts and records of the Commission, which audit shall meet the minimum requirements prescribed by the State Controller under Section 26909 of the Government Code. A report of the audit shall be filed as public records with each of the contracting parties to the agreement and with the County Auditor within twelve months of the end of the fiscal year under examination.

All persons employed by the Commission will be deemed to be persons who have charge over, handle, or have access to the property of the Commission. They shall be required as a condition of employment to qualify for and be covered by the fidelity bond or fidelity insurance

coverage carried by the County of Sonoma, or like coverage afforded directly by the Commission. The parties to this Agreement hereby fix the amount of such coverage as that which is from time to time specified by the County of Sonoma for the blanket fidelity coverage of its officers and employees other than those who are required by law to provide special bonds.

12. Warrants. Upon receipt by the County Auditor of an order of the Commission, he shall issue his warrant upon the County Treasurer for the amount stated in the order, provided, however, that the Commission shall approve no claim, and the auditor shall issue no warrant for any expenditure in excess of the budget appropriation as specified in Section 9 above except as provided by law. The Library Director may be authorized by resolution of the Commission to pay all claims which do not individually exceed a specified amount of money. The Library Director shall, without further authorization by the Commission, make payments under any contract or agreement previously approved by the Commission where the payments are set forth in said agreement.

13. Special Funds. If payment into the County Library Fund is inconsistent with the conditions or terms of any gift, devise, bequest, or agreement the Commission shall provide for the safety and preservation of the latter, and the application thereof to the use of the Library, in accordance with law and the terms and conditions of the gift, devise, bequest or agreement, by the use of trust fund or funds.

14. Administration of Trusts. The Commission may, to the fullest extent not prohibited by law, administer any trust declared or created for the Library, and receive by gift, devise, or bequest and hold in trust or otherwise, property situated in this State or elsewhere, and where not otherwise provided, dispose of the property for the benefit of the Library.

15. Report. The Commission shall, on or before August 31 in each year, report to the Board of Supervisors and to the State Librarian on the condition of the Library, for the year ending June 30th preceding. The reports shall, in addition to other matters deemed expedient by the

Commission, contain such statistical and other information as is deemed desirable by the State Librarian, in accordance with Section 27262 of the Education Code.

16. North Bay Cooperative Library System. In reference to the "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 Agreement for the exercise of such powers," adopted the 13th day of May, 1964, the Library established pursuant to this Agreement is deemed to be the successor of the Santa Rosa-Sonoma County Public Library, and of the libraries of the following agencies which were signatories to the 1964 agreement or subsequently became parties to it: The County of Sonoma, the City of Cloverdale, the City of Healdsburg, the City of Petaluma, the City of Santa Rosa, the City of Sebastopol and the City of Sonoma. The Library is hereby assigned the interests of the parties to this agreement in the North Bay Cooperative Library System.

17. Public Library Services Act. It is the intention of this Agreement that the Library established hereby be assisted in affecting a functional consolidation of any libraries not already so consolidated by procurement of establishment grants under the Public Library Service Act of 1963 and Section 20251 of Title V of the California Administrative Code. The Commission shall take all necessary and proper steps to apply for and receive such grants, and in so doing shall secure the approval of the local library advisory committee in any city the consolidation of whose library qualifies the Commission for such grant.

It is also the intention of this Agreement that the Library established hereby does and continues to qualify under the Public Library Services Act of 1963 in accordance with Section 27131 of the Education Code.

18. Level of Service. It is the intention of this Agreement that the library service presently offered by the parties hereto be continued at least at current levels. For the purpose of this

agreement "levels of service" shall be defined as including, but not limited to, size and quality of collection; hours of service; and qualifications of staff. The Library shall maintain these minimum levels and shall increase them as increased efficiency and budget will permit. Consistent with the equalization of tax rates attained hereby the Library shall endeavour to provide an equal level of service to all residents of the County within its service area in accordance with accepted principles of library management. Such equalization of service shall be based upon the elements, locations and standards recommended in the Report on Alternative Methods of Organizing a County-wide Library System, prepared by the Office of the County Administrator, September, 1973.

19. Current Employees.

(a) The Library shall offer employment to all employees of the Healdsburg and Petaluma City Libraries whose service is terminated by reason of the execution of this agreement. Once employed by the Library such employees shall not be transferred to another place of employment without their consent.

(b) Employees of the CITY-COUNTY LIBRARY and employees described in paragraph (a) above shall be retained in positions similar to those which they presently occupy, at no reduction in salary and with employee benefits which are generally comparable. Continued employment of said employees shall be subject to the Commission's policies, rules and regulations for personnel relations, employment and administration.

(c) The Commission shall enter into a contract with the California Public Employees Retirement System within ninety days of the effective date of this Agreement.

(d) Employees described in paragraph (b) above shall be credited by the Library with any unused vacation or sick leave to which they may be entitled at the termination of their service with their current employer. The Library shall not be liable for

such benefits or for any terminal payments to persons who decline to accept employment in the Library.

- (e) The City of Santa Rosa agrees to provide health insurance coverage at Commission cost under its group plan to all employees described in paragraph (b) above for a period of one year from the effective date of this agreement at the election of the Commission.

20. Central Library Building. In consideration of its unique and important role in the provision of countywide library service, the Library shall have exclusive occupancy and control of the Central Library building and grounds in Santa Rosa, and effective July 1, 1975, shall pay to the owner, the City of Santa Rosa, at such times as payments are due to be made by the City, such sums as are necessary to retire the outstanding bonded indebtedness, both principal and interest, for which the City is liable on account of this building, these amounts being \$1,000,000 and \$355,895 respectively. Upon retirement of all outstanding indebtedness on said building the Library shall continue to occupy and control it without further compensation to the City, so long as the City continues to receive service from the Library.

In the event the City of Santa Rosa terminates its participation in this agreement, and provided the County of Sonoma continues its participation in this agreement, the Commission shall have the right to lease such portions of the Central Library as are essential for the operation of the County Library, under terms which are mutually agreeable to the Commission and the City of Santa Rosa.

21. Regional Library Buildings. The Commission shall, subject to the availability of funds, maintain and operate regional branch library buildings in any or all of the following urban centers: Cloverdale, Cotati-Rohnert Park, Healdsburg, Petaluma, Santa Rosa, Sebastopol and Sonoma, and in the unincorporated community of Guerneville. Any of the above municipalities may construct library buildings to be maintained and operated by the Commission provided the same meet the minimum standards established by the Commission for such facilities. The Board of Supervisors shall provide federal revenue sharing funds in the amount

of \$1,250,000 toward construction of the above facilities, in accordance with a matching-fund formula determined by the County. The Board of Supervisors shall assist local areas to raise the necessary funds through the establishment of special library taxing zones, adoption of ordinances permitting the sale of revenue bonds, or other procedures deemed beneficial by the affected communities.

Title to any new library facility part of whose construction costs are borne by a municipality shall be retained by the municipality.

Each library facility which is constructed under this Agreement shall bear the name of the community in which it is situated, and shall be dedicated, inscribed and otherwise memorialized as the authorities of that community shall prescribe.

In each instance in which a city shall construct a library building under this Agreement, to be maintained and operated by the Commission, the County Library Director shall advise the City in all matters regarding the design, construction and equipment of said building. The local Library Advisory Board shall likewise advise the City on these matters. The architects retained by the cities and the County for the construction of library buildings under this Agreement shall consult with the Director as often as the latter deems necessary to the proper exercise of his responsibilities. Approval of the Commission shall be required for all plans, designs and specifications for said buildings except that building now under design in the City of Petaluma. Upon completion and acceptance each such library facility shall be under the exclusive occupancy and control of the Commission so long as the city in which title to said facility is vested continues to receive service from the Commission. (No city which is a party hereto is bound by this Agreement to provide or participate in the provision of additional buildings for library purposes.)

22. Tax Levies in Cities.

(a) The Board of Supervisors shall continue to levy a county library tax as specified in Section 10 above in the cities of Cloverdale, Cotati, Rohnert Park and Sebastopol, which cities

are currently within the County Library tax and service area.

(b) The cities which are parties to this Agreement shall each, in the fiscal year commencing July 1 on or following the operative date of this Agreement, and in all subsequent years during the life of this Agreement unless and until it joins the County library tax area, levy a library tax or its equivalent upon the property within its boundaries equal in rate to the tax levied by the Board of Supervisors in the area subject to the County library tax, and each city shall pay over the proceeds of its city library tax levy or its equivalent when received to the Commission. As used in this paragraph "proceeds of their city library tax levies" are deemed to include (1) realty and secured property taxes; (2) unsecured personal property taxes; (3) delinquent secured and unsecured property taxes for the prior year; (4) State subventions on account of Homeowners Property Tax Relief and Business Inventory Tax Relief for both secured and unsecured property; and (5) any other State subventions granted for property tax relief.

(c) In the initial year of this agreement the cities of Healdsburg and Petaluma shall each pay over to the Commission an amount equal to the estimated costs which each city would have incurred in the operation of its separate library for the current fiscal year, including employee benefits and other costs which may not be included in its library budget proper, in consideration of its relief of such costs by the operation of this agreement. It is agreed that in the case of Healdsburg such estimated costs are \$40,000, and in the case of Petaluma such estimated costs are \$155,000. In the initial year of this agreement the City of Santa Rosa shall pay over to the Commission when received all monies derived from a library tax rate of 19 cents and, from its Retirement Fund, an amount equal to the estimated cost which the City would have incurred on account of retirement contributions for library employees, said estimated retirement cost being \$60,821. From each of the sums or proceeds specified in this paragraph there shall be deducted any amounts expended by the cities from July 1, 1974 to the operative date of this agreement.

(d) Pursuant to Section 27154 of the Education Code any city in the County may elect to become a part of the county free library system and to be taxed accordingly. When any city has entered the county library tax area it shall no longer be liable for any tax funds for the operation of the County Library.

23. Agreements Superseded. On the operative date of this Agreement, or as soon thereafter as is consistent with law or the terms thereof, the following agreements shall be terminated by this instrument or by action of the Commission as successor to the CITY-COUNTY LIBRARY;

(a) Agreement for Library Service entered into by and between the County of Sonoma and the City of Santa Rosa and its Board of Library Trustees on the 28th day of December, 1964.

(b) Agreement for Functional Consolidation of Library Services between the City Council of the City of Sonoma and its Board of Trustees acting jointly and the Santa Rosa-Sonoma County Public Library, entered into on the 12th day of May, 1969.

(c) Exchange of Services Agreement made and entered into on the 21st day of January, 1963, by and between the County of Sonoma and the City of Petaluma acting by and through its Board of Library Trustees.

(d) Agreement by and between the Board of Trustees of the Santa Rosa-Sonoma County Free Public Library and the Board of Trustees of the Healdsburg Public Library entered into on the 25th day of June, 1974.

24. Advisory Boards. The Commission shall establish advisory boards in regions of the county centering upon the urban areas designated in Section 21 above, and shall maintain these boards so long as they are desired by the communities which they represent. The advisory boards shall organize and meet as they shall each determine, and shall make recommendations to the library director and the Commission on all matters affecting library service in the regions which they represent. The library boards, library advisory boards and library advisory committees which presently exist, and the members thereof,

shall be designated to be the Initial regional Library Advisory Boards established pursuant to this section.

25. Amendment. This Agreement may be amended by unanimous consent of all of the parties to this Agreement.

26. Termination. Any of the signatories may terminate its participation in this Agreement by giving notice to all other parties, in writing: Provided however, that such notice must be given to the other parties prior to the 1st day of January in any fiscal year, and such termination shall be effective on the 30th day of June of said fiscal year.

Upon termination of this Agreement as to any one party ownership of all remaining library books, materials and equipment originating from said party shall revert to said party, and library books and materials acquired after the effective date of this Agreement shall be equitably proportioned to said party according to its assessed valuation in proportion to the total assessed valuation of the remaining parties, all in accordance with the last equalized assessment role, including reimbursable property tax exemptions such as Homeowners Property Tax Relief. Upon such proportionment distribution of library materials shall be made to said party such that it shall have a reasonable cross-section of materials to use in its separate library system.

27. Effective Date. This agreement shall be in full force and effect on the date of the last signature below, which date shall be endorsed following such signature. It shall become operative on the first of the calendar month following 30 days after the date of the last signature appended below.

Signed on January 27, 1975, by

THE CITY OF HEALDSBURG

by *W.P. Lucius*  
Its duly authorized officer whose position is  
that of Mayor

ATTEST:

*James H. Stanford*  
(Seal)

Signed on January 27, 1975, by

THE CITY OF PETALUMA

by *Nelan Putnam*  
Its duly authorized officer whose position is  
that of Mayor

ATTEST:

*Suzanne Linn*  
(Seal)

Signed on January 27, 1975, by

THE CITY OF SANTA ROSA

by *John M. Lowry*  
Its duly authorized officer whose position is  
that of Mayor

ATTEST:

*Conrad Baker*  
(Seal)

Signed on January 27, 1975, by

THE CITY OF SONOMA

by *Mary Gibson*  
Its duly authorized officer whose position is  
that of Mayor

ATTEST:

*Eleanor Cesto*  
(Seal)

Signed on January 27, 1975, by

THE COUNTY OF SONOMA

by *Charles E. Hinkle*  
Its duly authorized officer whose position is  
that of ~~Mayor~~ Chairman

ATTEST:

*Athina Bernia*  
(Seal)

Witnessed on January 27, 1975, by

Lou Beary  
Mayor of the CITY OF ROHNERT PARK.

Witnessed on January 27, 1975, by

Thaswell  
Mayor of the CITY OF SEBASTOPOL.