

**First Amended and Restated Joint Powers Agreement
for the County-Wide Provision of Library
Services by the Sonoma County Library**

This First Amended and Restated Joint Powers Agreement for the County-Wide Provision of Library Services by the Sonoma County Library (“Agreement”) is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Sections 6500 *et seq.*) of the California Government Code relating to the joint exercise of powers among the Parties hereto, and amends the original Joint Powers Agreement dated January 27, 1975 (the “Original Agreement”).

RECITALS

A. In the Original Agreement, the County of Sonoma and the Cities of Santa Rosa, Healdsburg, Petaluma, and Sonoma created a separate joint powers authority entity pursuant to California Government Code Sections 6500, *et seq.* (the “JPA Act”) named the Sonoma County Library, which was established for the purpose of consolidating their existing public library services and continuing the operation of free public library services throughout the County of Sonoma.

B. The Sonoma County Library is a county free library pursuant to California Education Code Sections 19100, *et seq.*, a local agency pursuant to California Revenue and Taxation Code Section 95(m), and a special district pursuant to California Revenue and Taxation Code Section 2216.

C. The Sonoma County Library has been successful in providing county-wide free public library services to the public in the County of Sonoma, providing community education and literacy services, and fulfilling its mission since its creation on January 27, 1975.

D. The Parties to this Agreement hereby desire to continue the Sonoma County Library and the provision of free public library services throughout the County of Sonoma, and to amend the Original Agreement with respect to the terms and provisions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the executing Parties agree to the following terms and provisions:

I. PURPOSE

A. Amended and Restated Agreement. The purpose of this Agreement is to modify and amend the Original Agreement with respect to matters relating to membership, governance, administration, and operations of the Sonoma County Library (“Library”), a JPA Act entity. The terms and provisions of this Agreement replace the Original Agreement in its entirety. Unless expressly stated herein, this Agreement does not affect any of the Library’s contracts, debts, revenues, claims, obligations, policies, procedures, or bylaws that pre-date this Agreement, which will continue to remain in full force and effect in accordance with their terms and/or applicable law.

B. Continuation of the Sonoma County Library as a JPA Act Public Entity. The parties to the Original Agreement created the Library as a distinct public entity, separate and apart from the parties to such agreement, pursuant to the provisions of the JPA Act (Government Code Section 6506) and Education Code Sections 19100, *et seq.* It is the intent of the Parties that, under this Agreement, the Library continue as a distinct public entity under the JPA Act and other applicable law. Pursuant to Government Code Section 6508.1, the debts, liabilities or obligations of the Library shall not be debts, liabilities or obligations of the individual Parties to this Agreement, unless the governing body of a Party expressly agrees in writing to assume any of the debts, liabilities or obligations of the Library.

C. Library Services Provided. The Library shall be responsible for operating, managing, and administering the integrated free public library system in the County of Sonoma, consistent with the terms of this Agreement.

D. Commitment to County-Wide Library System. The Parties to this Agreement agree to collaborate and work cooperatively with one another and the Library in good faith to ensure the provision of library services to Sonoma County citizens across the regional county-wide library system.

II. POWERS

A. General Powers. The Library shall have the powers common to the Parties to this Agreement that are necessary or convenient to the operation of the free public library system in the County of Sonoma, as well as other powers accorded to it by law, subject to the restrictions set forth herein.

B. Specific Powers. The Sonoma County Library is authorized in its own name to perform all acts necessary for the exercise of common powers to carry out this Agreement, including, but not limited to, the following:

1. To make and enter into contracts;
2. To employ agents and employees;
3. To obtain legal, financial, accounting, technical, and other services as needed to carry out its mission;
4. To acquire, construct, manage, maintain and operate any buildings, works, or improvements;
5. To acquire, hold, lease, or dispose of property;
6. To incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code §§ 53850, *et seq.*, and authority under the JPA Act;
7. To issue revenue bonds and other forms of indebtedness;

8. To impose, levy, collect or cause to be collected, to receive and use sales taxes, parcel taxes, Mello Roos taxes, property taxes, special taxes, or any other type of tax or assessment, as authorized by law;

9. To apply for, accept, and receive all permits, grants, loans, or other aids from any federal, state, or local public agency;

10. To receive and administer trusts, gifts, contributions, and bequests, as well as receive donations of property, funds, services and other forms of financial assistance, from any person, entity, or agency;

11. To sue and be sued in its own name;

12. To promulgate, adopt, and enforce any ordinances, policies, rules and regulations as may be necessary and proper to implement and effectuate the terms, provisions, and purposes of this Agreement; and

13. To exercise all powers reasonable or necessary to accomplish the foregoing.

C. Eminent Domain. The Library shall not have the power to acquire property by eminent domain unless the Member having jurisdiction over the subject property has expressly granted it such power in writing. Alternatively, Members may exercise their own eminent domain powers for the benefit of the Library. The Members shall work cooperatively and in good faith with the Library to address any eminent domain issues for the benefit of the regional library system.

D. Restriction on Exercise of Powers. Pursuant to the JPA Act (i.e., Government Code Sections 6508 and 6509), all common powers exercised by the Library shall be exercised in a manner consistent with, and subject to, the restrictions and limitations upon the exercise of such powers as are applicable to the County of Sonoma, a general law county.

III. EFFECTIVE DATE AND TERM

A. Effective Date. This Agreement shall become effective on August 1, 2014, or the date by which the governing bodies of all of the parties to the Original Agreement (the County of Sonoma and the Cities of Santa Rosa, Healdsburg, Petaluma, and Sonoma) have executed this Agreement, whichever is later. Such date shall be the “Effective Date” for purposes identified herein.

B. Term. This Agreement shall remain effective until it is terminated in accordance with the provisions set forth below in Section XI.A, subject to the rights of individual Parties to withdraw from the Library.

IV. MEMBERSHIP

A. Current JPA Members. Prior to the Effective Date of this Agreement, the sole Members of the Sonoma County Library are the County of Sonoma and the Cities of Santa Rosa, Healdsburg, Petaluma, and Sonoma. These parties shall remain Members of the Library after the Effective Date of this Agreement, subject to the terms and conditions herein.

B. Membership Eligibility. After the Effective Date of this Agreement, other incorporated cities within the geographic boundaries of the County of Sonoma may also become Members of the Library. To become a Member, the governing body of a city must: (1) approve of and request membership in writing; (2) execute this Agreement; and (3) present such documents to the Library Commission. Admission of a new Member under this provision shall not require this Agreement to be modified or amended.

C. “Member” Defined. For the purposes of this Agreement and after its Effective Date, the term “Member” shall refer to the County of Sonoma and any incorporated city within the geographic boundaries of the County which: (1) are eligible to join the Library as a Member pursuant to the provisions of this Agreement; (2) have signed this Agreement as a Party; and (3) have satisfied all other requirements to become a Member set forth herein.

V. LIBRARY ADVISORY BOARDS

A. LAB Creation. The Library shall establish a Library Advisory Board (“LAB”) in each city or community in which at least one regional branch library operates. The LABs shall be comprised of, and shall be operated by, the residents of their respective service areas who shall be appointed by the Commission. Each LAB shall set its own procedural rules and operational bylaws, and shall comply with the provisions of the Ralph M. Brown Act, California Government Code Section 54950, *et seq.* As of the Effective Date, all existing LABs shall continue to remain in effect.

B. LAB Purpose. The purpose of the LABs shall be to provide information and make recommendations to the Commission and the Library Director on matters affecting library service based on input from their respective service areas.

C. LAB Liaisons. Each LAB may appoint one LAB member to act as a liaison to the Library Commission, who shall present an annual report on the activities of the LAB to the Library Commission.

D. Annual LAB Meeting. All LABs are encouraged to hold one combined meeting at least once a year to address system-wide library service and related issues.

VI. GOVERNANCE

A. Library Commission. The Library Commission (“Commission”) is the governing and administrative body of the Sonoma County Library. Generally, it shall be responsible for exercising the powers set forth in this Agreement and applicable law to accomplish the purposes of the Library. Specific responsibilities of the Commission are as follows:

1. Provide structure and direction for operational, administrative and fiscal oversight of the Library;

2. Before the beginning of each Fiscal Year (as defined in Section IX.E), adopt, in its sole discretion, either an annual or a multi-year budget for the Library, and revise it periodically as necessary;

3. Ensure strict accountability of all funds and reports of all receipts and disbursements;
4. Identify and pursue additional funding sources for the Library;
5. If approved by a 2/3 vote of the Commission, issue bonds or other forms of indebtedness, and/or impose or levy taxes as authorized by this Agreement and/or applicable law;
6. Approve a strategic plan which addresses existing and proposed new facilities, operations, technology, and budget, at least once every ten years;
7. Adopt a facilities maintenance plan at least once every three years, and revise it as necessary;
8. Contract for, employ or otherwise engage sufficient administrative, technical, support and other staff, consultants and contractors, and provide for necessary direction, management and oversight for all staff, consultants and contractors;
9. Approve employment agreements or memoranda of understanding with employees and/or their representative bargaining units;
10. Adopt personnel rules and regulations;
11. Oversee the Library Director's performance of duties;
12. Adopt rules for procuring supplies, equipment and services, and for the disposal of surplus property;
13. Adopt a conflict of interest code, as required by law;
14. Adopt bylaws, policies, rules and regulations as necessary for the purposes of this Agreement; provided that nothing in the bylaws, policies, rules and regulations shall conflict with this Agreement or applicable law;
15. Review this Agreement once every ten years to determine its continuing effectiveness, and present written findings to Members; and
16. Discharge other duties consistent with the purposes of this Agreement as appropriate or required by statute.

B. Commissioners Appointed by Parties. The governing body of each Member of the Library shall be entitled to appoint one representative to sit on the Commission as a voting member ("Commissioner"). In addition, the County of Sonoma and the City of Santa Rosa shall also be entitled to jointly appoint one additional representative to sit on the Commission as a voting member. When a vacancy for said joint appointment occurs, the City of Santa Rosa and the County of Sonoma will advertise the vacancy, accept applications, review the applications, and forward them to the City of Santa Rosa Mayor and Chair of the Sonoma County Board of Supervisors for consideration. Interviews will be held if deemed appropriate. The Mayor and Chair shall jointly recommend one Commissioner candidate to the Sonoma County Board of

Supervisors and the Santa Rosa City Council, who shall approve the recommended candidate, which said approval shall not be unreasonably withheld. Should such candidate not be approved, then the Mayor and Chair shall jointly recommend subsequent candidate(s) until such time as a candidate is approved by the City Council and Board of Supervisors. Removal of said jointly appointed Commissioner shall only be by joint action of both the Sonoma County Board of Supervisors and the City Council of Santa Rosa.

Commissioners must be Sonoma County residents, and shall be appointed and serve pursuant to the rules of appointment adopted by each Member's governing body.

1. Each Commissioner shall be appointed to serve for a term of four years; provided, however, that ½ of the number of Commissioners initially appointed (as chosen by lots) shall serve for an initial term of two years, though all subsequent appointments shall be for a term of four years. There is no limit on the number of terms a Commissioner may serve.

2. Initial appointments to the Commission by Members shall become effective on the Effective Date, or immediately after a city first becomes a Member of the Library, whichever is later.

3. If a Member's seat on the Commission becomes vacant at any time, the governing body of the Member shall appoint another representative to fill the vacancy within 60 days of the date on which such position became vacant.

4. Commissioners newly appointed to the Commission shall be provided with training for their position by the Commission, Library Director, or other persons, as designated by the Commission.

C. Commission Officers. The Commissioners shall select, from among themselves, a Chair who shall be the presiding officer of all Commission meetings, and a Vice Chair who shall serve in the absence of the Chair. In addition, the Commission shall appoint a Secretary and/or Clerk (who need not be Commissioners) to be responsible for keeping the minutes of all meetings of the Commission and posting agendas.

D. Reimbursement of Expenses. Commissioners shall serve without compensation, but may be paid actual expenses incurred in the performance of their duties.

E. No Personal Liability of Commission Members. Under the JPA Act, no Commissioner shall be personally liable for any debts, obligations or liabilities of the Library, or on any bonds issued by the Library, nor subject to any personal liability or accountability by reason of the Library's incurrence of debts, obligations or liabilities or issuance of bonds.

VII. COMMISSION MEETINGS AND VOTING

A. Regular Meetings. The Commission shall hold its regular meetings on a monthly basis pursuant to a meeting schedule, but may reschedule or dispense with particular meetings as it deems necessary or appropriate.

B. Special Meetings. Special meetings of the Commission may be called by the Chair or as provided for in the bylaws.

C. Call, Notice, and Conduct of Meetings. All meetings of the Commission shall be noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950, *et seq.* As soon as practicable, but no later than the time of posting, the Secretary or Clerk shall provide a copy of the posted agenda to each Member and Commissioner. Commissioners may attend meetings remotely (via telephone, video conferencing, etc.) with full voting rights, to the extent practicable and as permitted by law.

D. Minutes. The Secretary or Clerk shall prepare minutes of all Commission meetings as soon as practicable after each meeting, and shall make the draft minutes available to each Commissioner, the Members, and other interested parties upon request. The Commission shall consider the minutes at the next regularly scheduled meeting for approval.

E. Quorum. A majority of the Commissioners duly appointed to the Commission as of any meeting date shall constitute a quorum of the Commission for the transaction of business. If there is less than a quorum present at a meeting, no Commission action can be taken, and the meeting may be adjourned.

F. Voting. All voting power of the Library shall reside in the Commission. Each Commissioner shall have one vote. No absentee ballot or proxy is permitted. The affirmative vote of at least a majority of the Commissioners attending a meeting is required for the Commission to take any action. However, a 2/3 vote of all duly-appointed Commissioners is required for those actions expressly identified in Section VI.A.5 of this Agreement, and a vote of at least a quorum of all duly-appointed Commissioners is required for any of the following actions: (1) approval of the budget; (2) approval of collective bargaining agreements; (3) approval of new regional branch libraries; (4) decisions to incur debts from public or private lending sources that do not otherwise require a 2/3 vote; and (5) adoption or revision of bylaws.

VIII. OFFICERS, COMMITTEES, AND LIAISONS

A. Library Director. The Commission shall appoint a Library Director who shall meet the qualifications of a “county librarian” as specified in Education Code Section 19142. The Library Director shall report directly to the Commission, and shall serve at the pleasure of the Commission. The Library Director shall be responsible for the day-to-day operation, administration, and management of the Library, and shall perform duties as assigned by the Commission and specified in this Agreement.

1. Subject to the general policies adopted by the Commission, the Library Director shall build up and manage, according to accepted principles of library management, the library for the use of the residents of Sonoma County and shall, subject to budget limitations, determine what materials, furniture, fixtures, and equipment shall be purchased.

2. The Library Director shall have the power to employ staff, consultants and independent contractors as may be necessary to carry out the purposes of this Agreement, subject to the policies, rules and regulations set by the Commission.

3. The Library Director is authorized to make payments for the Library under any contract or agreement previously approved by the Commission where the payments are identified therein. The Commission may also, by resolution, authorize the Library Director to pay claims of the Library which do not exceed amounts identified in the resolution.

4. The Library Director shall apply for and, with the approval of the Commission, accept and administer grants and subventions from outside funding sources, both public and private.

5. The Library Director shall prepare and file all notices with the Secretary of State as required by Government Code Sections 6503.5, *et seq.*, and shall be responsible for preparing and filing any other notices required by law.

6. The Library Director is the custodian of Library property and, pursuant to Government Code Section 6505.1, is required to file an official bond in an amount set by the Commission or as otherwise required by law.

7. Decisions of the Library Director regarding policies, facilities, and materials may be appealed to the Commission pursuant to criteria and procedures established in its bylaws.

B. Chief Financial Officer. The Library Director shall appoint a person, firm or entity to act as the Chief Financial Officer to the Library. The Chief Financial Officer shall be responsible for overseeing the Library's financial activities and shall, in writing, approve the accuracy of figures contained in each recommended budget presented to the Commission. The Chief Financial Officer shall report directly to the Library Director.

C. Treasurer, Controller, and Annual Audit. The Sonoma County Auditor-Controller-Treasurer-Tax Collector shall act as the Treasurer and Controller for the Library. The Treasurer and Controller shall perform all usual and customary duties of their offices for the Library, including but not limited to receiving all deposits, issuing warrants per direction, and other duties specified in Government Code Section 6505.5. The Commission may transfer the responsibilities of the Treasurer and/or Controller to any other person or entity as the law may provide at the time (see e.g., Government Code Section 6505.5). The Commission shall cause an independent annual audit to be made by a certified public accountant, or public accountant, in compliance with Government Code Section 6505.

D. Legal Counsel. The Commission shall appoint a person, firm or entity to act as general legal counsel to the Library.

E. Committees. The Commission may establish any advisory committees it deems appropriate to assist it in carrying out its functions, including both standing and ad hoc committees.

F. Liaisons. The Commission may appoint liaisons to the Commission as it deems appropriate to assist it in carrying out its functions, and to assist with outreach to school districts and other community institutions. In addition, each LAB may appoint one LAB member to act as a liaison to the Commission, per Section V.C of this Agreement.

IX. LIBRARY BUDGET, TAX LEVIES AND REPORTING

A. Budget Requirements. The Library shall operate only under an approved and balanced budget, which must be reviewed, adopted, and/or revised by the Commission each

Fiscal Year. The Commission may revise an adopted budget as may be reasonably necessary to address contingencies, and unexpected expenses or financial circumstances.

B. Budget Process. The Library Director is responsible for preparing the recommended budget to present to the Commission with assistance from the Chief Financial Officer. At least one month prior to the Commission's annual public sessions to be held on the budget, the Library Director and Chief Financial Officer shall hold a public discussion or workshop with respect to the budget.

C. Tax Levies. The County of Sonoma (and any other Member as applicable) shall continue to annually levy, in the same manner and at the same time as other similar taxes are levied, and in addition to all other taxes, the tax upon all property to maintain and improve the Library system. Such library tax revenues shall be deposited with the Library's Treasurer, and paid out for the purposes authorized by this Agreement.

D. Annual Report. The Commission shall comply with Education Code Section 18927, and shall provide an annual report to the State Librarian and the Members on the condition of the Library. The Library Director shall comply with Education Code Section 19169, and shall provide an annual report to the Commission, the Members, and the State Librarian on the condition of the Library.

E. Fiscal Year. The Library's Fiscal Year shall be 12 months commencing July 1 and ending June 30.

X. SERVICES, RESOURCES, AND FACILITIES

A. Services. It is the intention of the Parties that the services the Library presently offers to the public be continued at or above current levels in all of its regional branch libraries. Such services include, but are not limited to, the size and quality of collections, hours of operation, qualifications of staff, and availability of technology. The Library shall endeavor to increase existing levels of services, and the locations in which services are provided, as allowable.

B. Distribution of Resources. The Library shall distribute its personnel, financial and technological resources among the various regional library branches in an equitable fashion, unless such distribution is expressly restricted (such as conditions in a gift or bequest).

1. With respect to hours of operation, an equitable distribution of resources requires that all regional branch libraries be funded in a manner allowing them to remain open to the public the same baseline number of hours, with the exception of the Central Branch in Santa Rosa (which may be funded to allow it to remain open to the public for more hours than the other regional branch libraries).

2. Nothing in this Agreement shall be construed as prohibiting a Member, person, or other entity from providing a gift, devise, endowment, donation or bequest ("endowment or donation") to a particular regional branch library for a specific purpose, or prohibiting a particular regional branch library from accepting such endowment or donation; provided, however, that access to any such conferred benefit at the regional branch at issue must be made be available to all Sonoma County residents, and the endowment or donation not be

used to extend or expand hours of service at the regional branch(es). The Commission may elect to develop policies, procedures and requirements in its bylaws to establish conditions for endowments and donations.

C. Facilities. All facilities used or operated by the Library shall meet minimum standards satisfactory to the Commission.

1. The Library shall enter into and maintain lease agreements for each facility in which it operates, or intends to operate, a regional branch or rural station library, unless the facility is owned by the Library. The Commission shall establish lease agreement standards and requirements in its bylaws, and shall approve Library leases that are consistent therewith.

2. The Library and Members who own library facilities shall work together to plan for the provision and payment of capital improvements and capital repairs to facilities operated by the Library, including but not limited to major repair and replacement of building structures, HVAC systems, plumbing, roofing, ADA improvements, and other structural elements or external features such as parking lots.

3. Any temporary or permanent relocation of a regional branch library shall be mutually agreed upon by the Library and the Member(s) owning the subject library facility or facilities.

a. Notwithstanding the foregoing, in consideration of its unique and important role in the provision of county-wide library services, the Library shall continue to have the exclusive occupancy and control of the Central Library building and grounds in Santa Rosa, California, subject to a written lease. The Library has previously paid the City of Santa Rosa approximately \$1,355,895 to allow it to retire its outstanding bonded indebtedness for which the City was liable on account of the Central Library building. Upon retirement of such indebtedness, the City of Santa Rosa has agreed to allow the Library to continue to occupy and control it without further debt service from the Library.

b. In the event the City of Santa Rosa withdraws from the Library, and provided the County of Sonoma continues to be a Member of the Library, the Library shall have the right to lease such portions of the Central Library building as are essential for the operation of the County library, under terms which are mutually agreeable to the Library and the City of Santa Rosa.

4. Members shall obtain the prior written approval of the Commission with respect to any proposed new library branches and any expansion/remodeling of existing library branches, including approval of plans and specifications. With respect to any library facility owned by a Member, the Commission shall not unreasonably withhold its approval of modifications proposed by that Member if they are required by state or federal law. Any architects retained by a Member for such purposes shall consult with the Library Director as often as the latter deems necessary to the proper exercise of his/her responsibilities.

XI. TERMINATION AND WITHDRAWAL

A. Mutual Termination. This Agreement may be terminated only by the mutual agreement of all of the Parties; withdrawal of all but one of the Parties shall constitute a mutual termination of this Agreement by all Parties as of the end of the Fiscal Year in which the penultimate Party withdraws. Upon termination of this Agreement, Members shall mutually agree upon the disposition of Library funds and assets remaining after satisfaction of all of its debts and obligations, and Members shall retain any real property interests already owned by the Members (i.e. the buildings, underlying land, etc.). If the Members are unable to reach an agreement on such disposition, the Library funds and assets shall be apportioned pursuant to each Member's proportionate share (based on assessed values for library tax purposes), which shall be determined by the Library's Treasurer.

B. Withdrawal. Individual Members may withdraw from the Library without affecting the continuing operation or administration of the Library. Individual Members may withdraw from the Library by complying with all applicable laws and by giving a minimum of one year's written notice to the Commission and all other Members, which withdrawal shall be effective only at end of a given Fiscal Year. Subject to the terms of any lease and Section XC3b, any Member who withdraws from the Library shall retain any real property interests already owned by such Member (i.e. the buildings, underlying land, etc.). Upon withdrawal, the withdrawing Member shall not be entitled to distribution of any Library property or funds; rather, the Library shall retain all property used in the provision of library services at the Member's facilities, including but not limited to furniture, fixtures, technology, equipment, library collections and materials, and the like. Further, a withdrawing Member shall be responsible for satisfying its proportionate share (based on assessed values for library tax purposes) of all outstanding debt and obligations for system-wide costs, and all costs relegated to any regional branch library in the Member's jurisdiction, that exist at the time of withdrawal. Upon withdrawal, all future library tax revenues attributable to the withdrawing Member shall revert to that Member only if it assumes the responsibilities of providing a free public library within its jurisdiction and if otherwise allowed by law. Upon the withdrawal of an Individual Member, the Library may elect to continue to provide library services in the withdrawing Member's jurisdiction as it deems fit, but is not obligated to do so.

XII. MISCELLANEOUS PROVISIONS

A. Privileges and Immunities from Liability. All of the privileges and immunities from liability, applicable to the activities of officers, agents or employees of a public agency when performing their respective functions, shall apply to the officers, agents or employees of the Library to the same degree and extent while performing any of the functions and other duties of such officers, agents or employees under this Agreement. None of the officers, agents or employees directly employed by the Library shall be deemed, by reason of their employment by the Library, to be employed by the Parties to this Agreement or subject to any of the requirements of the Parties.

B. Insurance. The Library shall be required to obtain insurance, or join a self-insurance program(s) in which one or more of the Parties participate, appropriate for its operations. Any and all insurance coverages provided by the Library, and/or any self-insurance programs joined by the Library, shall name each and every Party to this agreement as an

additional insured for all liability arising out of or in connection with the operations by or on behalf of the named insured in the performance of this Agreement. Minimum levels of the insurance or self-insurance program shall be set by the Library in its ordinary course of business. The Library shall also require all of its contractors and subcontractors to have insurance appropriate for their operations.

C. Indemnification of Parties and Participants. The Library shall defend, indemnify, and hold harmless the Parties and each of their respective officers, agents, and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Library.

D. Amendment of this Agreement. This Agreement may be amended only by the written agreement of all Parties.

E. Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

F. Parties to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices directed to the Library shall be addressed to the Chair of the Library Commission, or such other person designated in writing by the Commission, and shall be copied to all Parties.

G. Complete Agreement. This Agreement constitutes the full and complete agreement of the Parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the Parties with respect to the subject matter of this Agreement are merged into this Agreement.

H. Execution in Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all signing Parties had signed the same instrument.

WHEREFORE, the Parties agree to and execute this Agreement as of the dates set forth below.

Signed on _____ 2014, by

CITY OF CLOVERDALE

by _____

its duly authorized officer whose position is that

of _____

Signed on _____ 2014, by

CITY OF COTATI

by _____

its duly authorized officer whose position is that

of _____

Signed on _____ 2014, by

CITY OF HEALDSBURG

by _____

its duly authorized officer whose position is that

of _____

Signed on _____ 2014, by

CITY OF PETALUMA

by _____

its duly authorized officer whose position is that

of _____

Signed on _____ 2014, by

CITY OF ROHNERT PARK

by _____

its duly authorized officer whose position is that

of _____

Signed on _____ 2014, by

CITY OF SANTA ROSA

by _____

its duly authorized officer whose position is that

of _____

Signed on _____ 2014, by

CITY OF SEBASTOPOL

by _____

its duly authorized officer whose position is that

of _____

Signed on _____ 2014, by

CITY OF SONOMA

by _____

its duly authorized officer whose position is that

of _____

Signed on _____ 2014, by

TOWN OF WINDSOR

by _____

its duly authorized officer whose position is that

of _____

Signed on _____ 2014, by

COUNTY OF SONOMA

by _____

its duly authorized officer whose position is that

of _____