

MEMORANDUM OF UNDERSTANDING
By and Between the
TOWN OF GEORGIA SELECTBOARD
and the
GEORGIA PUBLIC LIBRARY

The following Memorandum of Understanding (MOU) is established to define the roles and responsibilities between the **Town of Georgia Selectboard** (“Town”) and the **Georgia Public Library Board of Trustees** (“LBOT”) for the benefit of the **Georgia Public Library** (“Library”). The role of the LBOT is significant regarding the operations of the Library, as it is unique to other Town of Georgia Departments. Defining the roles and responsibilities of all parties will foster collaboration and shared responsibilities between the LBOT and the Town.

Commented [GZC1]: LBOT is asking if Town Attorney is looking out for Town’s best interest or for both Town & Library. LBOT may send MOU off for independent Attorney review

The Library is a “Public Library” as defined under 22 VSA §101; and LBOT for the Library are voted in by the community and are responsible to oversee library operations, ensure adequate library funding, set policies for the Library, oversee personnel and encourage the use and growth of the Library. LBOT manage the public library and any property that shall come into the hands of the municipality by gift, purchase, devise, or bequest for the use and benefit of the library (22 VSA §105 & 22 VSA §143).

The Town is responsible to appropriate money as necessary for suitable facilities and for the foundation of a public library; and shall appropriate money annually for the ~~maintenance, care,~~ and increase of the library in an amount voted at its annual meeting (22 VSA §142). The Library building was originally built as a Regional Library but was subsequently purchased by the Town of Georgia for the specific purpose of housing the Library.

The Town, LBOT and Library desire to continue to maintain a cordial and cooperative working relationship in order to maintain a high-quality ~~free~~ public library for the citizens of Georgia. To this end, the Town and the Library have agreed to the following roles and responsibilities with regards to administration of the Library:

1. Library Director and Staff

- a. Library staff will be deemed Town employees and subject to the rights and responsibilities in the Town Personnel Policy. The LBOT voted to adopt and follow the Town Personnel Policy as approved on June 9, 2025.
- b. The LBOT will be responsible for hiring, evaluating annually and managing the Library Director.
- c. The LBOT will be responsible for creating, adopting, and changing the job description for the Library ~~Director-staff~~ as necessary.
- d. The Library Director will hire library personnel and appoint volunteers in cooperation with the LBOT. The Library Director will oversee library personnel and volunteers.

2. Financial Management and Budgetary Process

- a. The Town will work cooperatively with the LBOT and the Library Director to provide financial management services that include payroll services, process

payments to Library vendors, provide monthly reports, provide ~~assistance with the management oversight~~ of grants, and will include the Library in the annual financial audit.

- b. Consistent with 22 VSA §142, the LBOT will prepare an annual budget indicating what support ~~and maintenance of~~ the Library will be ~~required~~ requesting out of public funds which will be included in the budget presented by the Town on Town Meeting Day. It is understood that the Town retains the right and ability to offer a budget recommendation to the Library on the proposal submitted by the Library.
- c. The LBOT will review the Library's annual budget expenditures and revenues at every regular meeting through financial reports provided by the LBOT Treasurer and Town Treasurer.
- d. The LBOT will work with the Library Director to make adjustments as necessary within the annual budget line items, so long as such adjustments meet the intent of the voter-approved annual budget.
- e. The Library, through the LBOT and Library Director, will adhere strictly to all applicable financial policies, procedures, and regulations established by the Town, as well as all relevant local, state, and federal laws governing financial practices. This includes, but is not limited to, compliance with accounting standards, financial reporting requirements, tax obligations, and anti-fraud measures.
- f. For any potential grant application, the ~~LBOT and Library Director will~~ adhere to Town policy on grants and grant requests, work with the Town in accordance with the Grants Management Policy.
- g. For new construction or capital improvements, the LBOT will meet and confer with the Town. The Town retains the right and ability to offer its own budget recommendations on any capital budget item.
- h. The LBOT will present, with the Library Director, the Annual Report of the Library to the Town and community through the annual Town Report.

Commented [GZC2]: Ask Town Attorney for suggested verbiage

3. Setting Library Policy

- a. The LBOT will work with the Library Director to set policies and procedures that are in the best interest of the residents of the community and that are in compliance with all state and federal laws and regulations.
- b. The LBOT shall follow the Town's policies while setting policies and procedures.

4. Library Facilities & Town Provided Services

- a. The Library Director, ~~and Town Administrator,~~ Public Works Director and LBOT will meet at least annually to review and update the services provided and budgeted amounts for the maintenance categories listed below.
- b. The Town Departments where applicable, ~~may~~ will provide the following maintenance services to the Library:
 - Snow removal from the access road, parking lot and walkways. It shall be noted that this obligation is secondary to maintaining the Town roads which are a priority.
 - Lawn care, including trimming and edging.
 - Heating and cooling maintenance.
 - Plumbing services.

- Building Maintenance
- Water quality testing at required intervals.
- Lighting maintenance.
- Trash and recycling removal and disposal.
- Fire extinguisher and AED machine maintenance.
- ~~Parking lot repainting and restriping, as needed.~~
- c. The Town will schedule and pay for weekly custodial service to include complete bathroom cleaning and basic cleaning of the Library areas. The Town will also provide cleaning supplies, toilet tissue, facial tissues and paper towels and floor mat service.
- d. The Town will include CPR/First Aid/AED Training and other mandated trainings for the Library employees annually.
- e. The Town will provide phone and internet services, Town of Georgia email addresses for Library ~~Director~~ staff and LBOT, security monitoring, select software licenses, and website management should the Library decide to utilize the Town website in the future.
- f. Any other items historically covered, and/or for which there is an advantage for both the Town and Library to properly maintain the building.

Commented [GZC3]: Ask Town Attorney if this section is necessary

5. HR/Background Checks

- a. The Town will provide HR services to the Library, including key cards to the Library building, onboarding new employees, calculating time off, providing yearly insurance benefits information, and trainings in accordance with the Town's Personnel Policy.
- a.b. The Library will organize and fund the background checks for all Library personnel and regular volunteers in accordance with the Town's Personnel Policy.
- b.c. The Town will assist in the collection and filing of the background checks for the Library for maintenance of employee personnel files in accordance with the Town's Personnel Policy.

6. Legal Support

- a. The Town shall provide to the Library support on legal matters concerning questions, claims or suits involving property, casualty, liability and personnel issues.
- b. Requests for legal advice or opinions should be brought to the attention of the Town by the LBOT and approved by the Town prior to receiving services.
- c. The Town shall be made aware, as soon as practically possible, any lawsuits filed against the Library, Library personnel or LBOT except personal civil suits unrelated to the Library or its operations.

7. Risk Management

- a. The Town shall provide property and liability insurance as it does for all other buildings and Departments.

8. Cooperative Agreement with the Town shall be consistent with Vermont State Statutes.

- a. The overriding goal of the agreement herein is to promote the Town and the LBOT working together in the spirit of cooperation and open communication.
- b. The Town shall continue to provide financial, administrative and human resources services in adherence to those policies and procedures as are currently in place and as may be amended from time to time.
- ~~c. The LBOT may delegate to the Town the administration of matters which do not involve discretion or policy with regard to the Library.~~
- ~~d. On matters involving discretion or policy regarding the Library, the LBOT and the Library Director will consult with the Town before taking actions affecting the fiscal interests of the Town or the Library. The LBOT and the Library will seek Town approval when necessary prior to taking any action on such matters.~~

9. This MOU will be reviewed by both entities annually, prior to budget discussions, or when otherwise requested in writing by either party. Any necessary amendments will be considered in a timely manner. The Agreement shall not be modified without the written approval of both parties.

10. The LBOT will meet with the Town semi-annually ~~to~~ for budget, services, capital improvements, goals and strategic planning.

11. This MOU shall remain in effect until substantially modified by the parties, unless terminated earlier by mutual written consent of the parties. Either party may terminate this MOU by providing ~~six months' 90 days~~ written notice to the other party. Termination of this MOU shall not affect any rights or obligations accrued prior to the effective date of termination. This MOU represents the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to its subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of understanding as of the ____ day of _____ 202~~5~~6.

Georgia Public Library Board of Trustees:

Nicole Jamison, Chair

Debbie Mann, Vice Chair

Kollene Caspers, Secretary

Terry Cleveland, Treasurer

Craig Volatile-Wood, Member at Large

Town of Georgia Selectboard:

Kris Senna, Chair

Carl Rosenquist

Brian Dunsmore, Vice Chair

Kellie Bosenberg

Judith Nasca

