

MARSHALL-LYON COUNTY LIBRARY AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of October, 2014, by and between Lyon County, Minnesota ("County"), the City of Marshall, a Minnesota municipal corporation ("City"), and the Marshall-Lyon County Library Board ("Library Board"), as follows:

WHEREAS, Minnesota Statutes §134.07 does provide that the governing body of any city or county may establish and maintain public library services for the use of its inhabitants; and

WHEREAS, Minnesota Statutes §134.07 also does provide that the governing body may levy an annual tax for public library services on all taxable property therein, except counties may not tax property which is already taxed for public library service; and

WHEREAS, the proceeds of said tax shall be known as the Library Fund; and

WHEREAS, Minnesota Statutes §134.12 does grant the authority of the library board to contract with the county board of the county in which the library is situated to loan library materials to residents for the contracting county; and

WHEREAS, Minnesota Statutes §134.12 does also provide that any county board may contract with the board of any city for the use of the library by the residents of the county who do not have the use of a public library, upon the terms and conditions as those granted residents of the city where the public library is located, and to pay the library board an annual amount therefore; and

WHEREAS, pursuant to Minnesota Statutes §134.09, when public library service is established, the mayor of the city, with the approval of the council, shall appoint a board of five, seven, or nine members from among the residents of the city; and

WHEREAS, pursuant to Minnesota Statutes §134.09, if the city library is a member of a regional public library system, the mayor, with the approval of the city council, may appoint to the city library board, residents of the county provided that the county is participating in the regional public library system and the majority of the members of the city library board are residents of the city; and

WHEREAS, pursuant to Minnesota Statutes §134.09, the number of members of the board shall be determined by resolution or ordinance adopted by the council or the board of commissioners; and

WHEREAS, pursuant to Minnesota Statutes §134.09, not more than one council member or county commissioner shall at any time be a member of the library board; and

WHEREAS, pursuant to Minnesota Statutes §134.341, to ensure the availability of public library services to all people, every county shall provide financial support for public library services at no less than the minimum amounts as specified in Minnesota Statutes §134.34; and

WHEREAS, pursuant to Minnesota Statutes §134.341, every county shall participate in the regional library system to which it is assigned by the commissioner of education;

NOW, THEREFORE, the parties agree as follows:

1. Purposes. County, City and Library Board hereby agree to provide public library services to the residents of Lyon County residing in the Marshall-Lyon County Taxing District and in the City of Marshall. The public library shall be known as the Marshall-Lyon County Library. The Marshall-Lyon County Taxing District includes all Lyon County residents situated outside of any city in which is established a free public library.
2. Regional Library System. In order to meet County's legal responsibilities under Minnesota Statutes §134.341, it is agreed that the Marshall-Lyon County Library shall be a member of the regional library system to which County is assigned by the commissioner of education under Minnesota Statutes §134.34, subdivision 3.
3. County Financial Support. County shall provide financial support to the Marshall-Lyon County Library of no less than \$200,000 per year provided the Marshall-Lyon County Library is a member of a Regional Library System and is providing library services in the communities of Cottonwood and Balaton as set forth in this agreement.
4. City Financial Support. City shall provide financial support for the Marshall-Lyon County Library in an amount that is at least equal to twice the County's annual library funding amount.
5. Tax Levy. The County shall levy an annual library tax upon all taxable property in the Marshall-Lyon County Library Taxing District within the limits provided by law.
6. Library Funds. Monthly payments shall be made from the Marshall-Lyon County Library Fund to the Library Board. Said fund proceeds shall be used for the extension of the free use of the library to all residents of the Marshall-Lyon County Library Taxing District and of the City of Marshall.
7. Membership. The Library Board shall be composed of nine (9) members. The appointment of said members shall be for the term of three (3) years with no appointee serving more than two (2) successive three-year terms. The term shall begin on January 1st of the year for which the term shall start and shall end on December 31st of the year in which the term shall end. The City shall appoint six (6) members, and the County shall recommend to the City the appointment of three (3) additional members, each as set forth below:
City Appointees:
One (1) member shall be a city councilmember;
Five (5) members shall be residents of the City of Marshall and shall be appointed by the mayor with city council approval.
The County's recommendation for appointments shall be as follows:
One (1) member shall be a county commissioner;
Two (2) members shall be residents of Lyon County residing outside of the City of Marshall and shall be appointed by the mayor with city council approval.
8. Duties. The Library Board shall be responsible for the extension and use of the library services to all residents of the City of Marshall and to the Marshall-Lyon County Library Taxing District, and shall be responsible for the supervision, control and administration of the funds turned over to the Library Board for such purposes. Said responsibilities shall include the continued operation and maintenance of library services in the communities of Cottonwood and Balaton, Minnesota. Hours of operation for library services for the citizens of each community shall be no less than 20 hours per week.

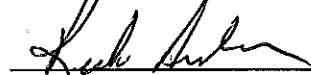
9. **Staffing.** The Library Board shall appoint a qualified library director and other staff as necessary, establish the compensation of employees, and remove any of them for cause.
10. **Annual Report.** As soon as practicable following the end of the fiscal year, the library board shall report to the governing body of the city and county all amounts received during the preceding year and the sources thereof, the amounts expended and for what purposes, the number of library materials on hand, the number purchased and loaned, and such other information as it deems advisable. No later than April 1 of each year the library board shall file this information with the Department of Education on forms supplied by the department.
11. **Budget.** Each year, a joint board shall be established with the responsibility to propose a library budget for the next calendar year. In addition to the one (1) councilmember and one (1) county commissioner appointed to the Library Board, the City Council shall appoint another councilmember and the Board of County Commissioners shall appoint another commissioner to the Marshall-Lyon County Budget Review Board. The Library Board shall, on or before August 1st, submit to the Budget Review Board a preliminary budget for the next calendar year. On or before September 1st of each year, the Budget Review Board shall recommend to the City and County the amount of library funding to be provided by the City and the County to the Library Board for the next calendar year. After receiving the Budget Review Board recommendation, each government unit shall, on or before September 30th of each year, adopt a resolution indicating its maximum level of funding for the Library Board for the next calendar year. Each government unit shall, on or before November 15th of each year, adopt a resolution committing its final funding for the Library Board for the next calendar year. The Library Board shall, on or before December 29th, adopt a final budget for the next calendar year based on the funding levels committed by the City and the County.
12. **Term.** This Agreement shall continue in full force and effect from year to year.
13. **Termination.**
 - (A) The parties may terminate this Agreement by mutual consent through a signed writing.
 - (B) If either the City or the County desires to terminate this Agreement, it must provide the other parties with a written notice to terminate this agreement prior to September 1 of any year. The effective date of the termination of this agreement shall be January 1 of the year immediately following the service of the party's written notice to terminate this Agreement. The withdrawing party must continue to provide funding to the Library Fund, if any of its appropriated amounts remains unpaid, until the end of the calendar year in which it served its notice to terminate this Agreement.
 - (C) This Agreement shall terminate automatically at the moment the library is no longer a member of a regional library system. County shall not be required to make any additional payments after the date of automatic termination.
14. **Ownership on Termination.** If the contract is terminated by either party, all real and personal property related to the operations of the library shall become the property of the City.
15. **Dispute Resolution.** In the case of any disputes under this Agreement, the parties shall first attempt in good faith to resolve their dispute informally. Either party may, upon written notice to the other two parties, submit such dispute to the administrator or director of the other parties. The county administrator, the city administrator, and the director of the library shall meet in an attempt to resolve the dispute by good faith negotiations. If deemed necessary and appropriate, the agreed settlement would be sent to the Board of County Commissioners, the City Council, and the Library Board for their final approval. In the event the parties are unable to

resolve such dispute within thirty (30) days after such notice is received, either party may proceed to submit the dispute to mediation. If such mediation is unsuccessful in resolving the dispute thirty (30) days after such submission, the parties agree to submit the matter to binding arbitration.

16. Severability. If any term, covenant or condition contained herein shall, to any extent, be invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
17. Amendments. This Agreement may only be modified or supplemented by an instrument in writing executed by duly authorized representatives of each party.
18. Entire Agreement. This Agreement constitutes the entire and final agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, representations and communications between the parties relating to the subject matter of this Agreement, which are of no further force and effect.

IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed by their respective duly authorized officers pursuant to authority granted by Lyon County, the City of Marshall, and the Marshall-Lyon County Library Board.

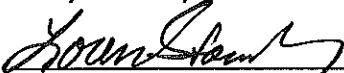
LYON COUNTY



By: Rick Anderson

Its: Chairman of the Board

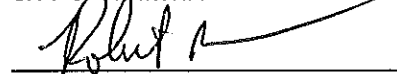
Lyon County Commissioners



By: Loren Stomberg

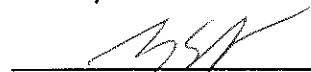
Its: County Administrator

CITY OF MARSHALL



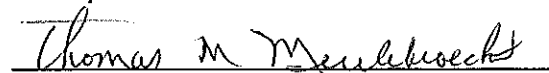
By: Robert J. Byrnes

Its: Mayor



By: Benjamin S. Martig

Its: City Administrator



By: Thomas M. Meulebroeck

Its: City Clerk/Finance Director

MARSHALL-LYON COUNTY LIBRARY BOARD



By: Gwen Sturrock

Its: President


By: Holly Martin Huffman

Its: Director of Marshall-Lyon County Library