

PLUM CREEK LIBRARY SYSTEM AGENCY AGREEMENT (Draft)

This agreement is made pursuant to Minn. Stat. §§ 471.59 and 134.20 and entered into by and among the counties of Cottonwood, Jackson, Lincoln, Lyon, Murray, Nobles, Pipestone, Redwood, and Rock; by the cities within said counties including: Edgerton, Fulda, Hendricks, Ivanhoe, Lake Benton, Lamberton, Marshall, Minneota, Morgan, Mountain Lake, Pipestone, Redwood Falls, Slayton, Tracy, Tyler, Wabasso, Westbrook, and Windom, each of which are political subdivisions organized and existing under the Constitution and laws of the State of Minnesota; and by the libraries established by said counties and cities; hereinafter collectively referred to as “Members”, and individually as “Member” which are signatories to this “Agreement.”

The Members have agreed that the extension and improvement of public library services within these jurisdictions can be accomplished as authorized and described within this agreement.

I. PURPOSE

- A. The signatory Members have come together under Minnesota Statutes to participate in a Regional Public Library System known as Plum Creek Library System, and to extend and improve library services for citizens who live in their jurisdictions. As such, the Members recognize the advantages of this collaborative effort, which include:
 - 1. Shared materials and resources for wider access;
 - 2. Collective purchasing of digital and other materials and resources, particularly those that would be financially difficult for Member Libraries to purchase individually;
 - 3. A stronger voice in advocating to regional, state and national funders and organizations;
 - 4. A forum to create new collaborations for programming and shared collections, as well as learn from each other's experiments, pilots, and explorations of new services, ideas, and processes.
- B. All Member Libraries are required to participate in these Plum Creek Library System collaborative efforts:
 - 1. The shared integrated library system (ILS) and public catalog of materials; and
 - 2. A delivery system to move materials among the member libraries.
- C. In addition, Member Libraries are encouraged to participate in other Plum Creek Library System collaborative efforts which may include, but are not limited to:
 - 1. Specialized collections that rotate among Member Libraries;
 - 2. Shared programming; and
 - 3. Technology support.

II. BOARD OF TRUSTEES

A. Membership

The Board of Trustees of the Plum Creek Library System shall consist of two representatives from each Member County. One of these representatives shall be appointed by the County Commissioners from among its members. The second of these representatives shall be appointed by the boards of the Member Libraries in that county. In counties with a population of greater than 15,000 residents, an additional representative will be appointed by the Member Library boards.

Representatives from library boards shall be determined using a method agreed upon by the library boards in each county.

B. Term of Office

Trustees appointed by County Commissioners shall be appointed for a term of one year and Trustees selected from library boards shall be appointed for a term of 3 years. Trustee terms shall be staggered so approximately an equal number of terms shall expire each year. No Trustee shall serve for more than nine consecutive years. Any Trustee who has served a full nine years may return to the Board of Trustees after at least one full year of non-membership. In the event a Trustee shall cease to be a member of the appointing authority, the Trustee shall resign from the Board of Trustees and a replacement shall be selected by the appointing authority for the remainder of the term. Any Trustee who is unable to attend more than two consecutive Board of Trustee meetings shall notify the appropriate appointing authority, which shall appoint either an alternate or a replacement as the appointing authority deems appropriate.

C. Duties of Trustees

1. Meetings

The Board of Trustees shall hold no fewer than 6 regular meetings per year at such time and place as the Board of Trustees may determine. These meetings shall be open to the public and the approved minutes shall be made available to the public on request. The chairperson of the Board of Trustees or any 5 Trustees may call a special meeting by giving at least 5 days notice to all Trustees; and the Board of Trustees may hold special meetings at any time by unanimous consent, with due public notification as outlined in Minn. Stat. §13D.01.

2. Annual Meeting

The Board of Trustees shall hold an annual meeting at such time and place as the Board of Trustees may determine. The purpose of this meeting shall be to discuss the status of the Plum Creek Library System.

3. Officers of the Board of Trustees

At its final meeting each year, the Board of Trustees shall elect a chair, vice-chair/chair elect, secretary, and treasurer. These officers and the immediate past chair, meeting together, shall compromise the Executive Committee.

a. Executive Committee

The purpose of the Executive Committee shall be to advise the Director. The Executive Committee shall have the authority to act on behalf of the Board of Trustees in cases of emergency in which a meeting of the Board of Trustees is impossible. All actions taken by the Executive Committee shall be approved by the Board of Trustees at its next meeting. All meetings of the Executive Committee shall be posted and open to the public.

b. Compensation of Trustees

Trustees shall serve without compensation from Plum Creek Library System. Plum Creek Library System shall provide mileage reimbursement to those Trustees attending duly noticed meetings or otherwise attending to Plum Creek Library System business, in an amount equal to the Federal mileage allowance set by the IRS each year.

c. Quorum and Voting

A quorum shall consist of a majority of Trustees. A simple majority vote of the Trustees present at a meeting with a valid quorum shall be required for the Board of Trustees to take action, unless otherwise provided in this Agreement or by law. There shall be no voting by proxy, except as otherwise provided in this Agreement or by law. Each Trustee shall have one (1) vote.

4. Specific Authority of the Board of Trustees

The Board of Trustees shall have the authority to carry out and transact all business on behalf of the Plum Creek Library System, including the following:

a. Accepting Funds

The Board of Trustees shall have the authority to accept any county, local, state, or federal funds made available to the Plum Creek Library System and any funds paid to it by Member Libraries, to disburse such funds for the benefit of library service in the region according to such rules and regulations as may cover the use of county, local, state, and federal funds, and are adopted by the Board of Trustees. The Board of Trustees shall also have the authority to accept funds from foundations and other grant sources and donations from individuals and groups.

b. Hiring Personnel

The Board of Trustees shall hire a qualified director, who shall hire any additional staff the Board of Trustees deems necessary to carry out the service programs of

Plum Creek Library System. The Board of Trustees shall have no authority over the staff of any Member Library.

c. Advisory Council

The Board of Trustees shall create an Advisory Council consisting of the head librarian/director (or a designated alternate) of each Member Library. It shall be the function of the Advisory Council to assist the Board of Trustees in identifying necessary services, supervising the management of the programs of the Plum Creek Library System, and providing a forum for idea sharing among the Member Libraries. The Advisory Council shall elect one of its members to serve as a liaison to the Board of Trustees and said liaison shall attend the Board of Trustees meetings.

5. By-Laws

The Board of Trustees shall maintain a set of by-laws governing its operation. Such by-laws shall be established, amended, or repealed by a majority vote of the Board of Trustees.

6. Contractual Agreements

The Board of Trustees shall have the authority to enter into contractual agreements with other entities for the benefit of the Library System. Any agreement having a direct financial impact upon Member Libraries shall be discussed and voted upon by the Advisory Council before action may be taken by the Board of Trustees.

7. Collection and Accumulation of Funds

The Board of Trustees may collect money, subject to the provisions of this Agreement, from its Members and from any other source(s) authorized by law. The Board of Trustees may assess and collect reasonable charges from the Member Libraries. The Board of Trustees may accumulate reserve funds for the purposes herein mentioned and may invest funds of the Plum Creek Library System not currently needed for its operations.

8. Review of Agreement

This Agreement shall be reviewed for possible revision as deemed necessary by the Board of Trustees or a majority of its signatories, but not less frequently than every 10 years.

III. AUDITS

- A. The Board of Trustees shall cause to be made an annual audit of the books and accounts of the Board of Trustees and shall make and file a report to its Members at least once each year. Strict accountability of all funds and report of all receipts and disbursements shall be made.
- B. The Board of Trustee's books, reports and records shall be available for and open to inspection by its Members and to the public at all reasonable times pursuant to Minnesota Statutes, Chapter 13. The Board of Trustees shall maintain financial records which shall be subject to audit for a minimum of six years pursuant to Minnesota Statutes 16C.05, Subd. 5.

IV. FUNDING AND GENERAL ADMINISTRATION

- A. The Board of Trustees shall, in consultation with the Advisory Council, begin preparing its annual budget by January 1. A preliminary budget shall be prepared by the third Wednesday in April and an estimated list of charges shall be released to Member Libraries by the third Wednesday in May, subject to final approval by the Board of Trustees no later than the third Wednesday in June.
- B. Contributions to the general fund are to be used for general administration purposes including, but not limited to: purchase of equipment, purchase of ILS program and licenses, training expenses and reimbursement of salaries, supplies, insurance and bonds. Plum Creek Library System funds may be expended by the Board of Trustees in any manner determined by the Board of Trustees to be for the benefit of the Plum Creek Library System and its Member Libraries.

V. RIGHTS AND RESPONSIBILITIES OF MEMBER LIBRARIES

- A. Each Member Library agrees to the use of its library materials in reciprocal borrowing and interlibrary loans according to the policies established by the Board of Trustees in consultation with the Advisory Council or by state law and regulation. The lending period of such loans shall be the same as that of the borrowing library.
- B. Each Member Library agrees to do the following in order to remain a member in good standing:
 - 1. Remain open to the public an average of at least 20 hours per week.
 - 2. Use the barcode prefix assigned to it by MINITEX and accept the library cards of other system Member Libraries.
 - 3. Abide by ILS policies approved by the Advisory Council and adopted by the Board of Trustees.
 - 4. Maintain and train staff to use the technology necessary for the ILS.
 - 5. Employ a paid library director to work a minimum average of at least 20 hours per week.
- C. Each Member Library agrees to charge a non-resident fee to any patron who does not live or own property in an area which either participates in or which has a reciprocal agreement with the Plum Creek Library System. The amount of such fee shall be fixed from time-to-time by the Board of Trustees in consultation with the Advisory Council.
- D. Member Libraries shall pay charges assessed under Section IV. when due.
- E. Should any Member Library not meet the requirements of this section, such Member Library may not be eligible to participate in the system and its services until the problem is resolved. Correction of the non-compliance shall be completed within six months of the time the Member Library is notified it does not meet the requirements. The Board of Trustees shall determine which, if any, services shall be withheld during this period. A Member Library that fails to correct the non-compliance within 6 months following receipt of notice of non-compliance shall

be considered to have voluntarily withdrawn from the system and thereafter shall not be considered a Member Library as of the date the Board of Trustees had determined to be the end of the 6 month resolution period [see Section IX. Withdrawal].

VI. RIGHTS AND RESPONSIBILITIES OF COUNTIES

- A. Each Member County agrees to provide at least the minimum level of support certified annually by the Minnesota Department of Education's State Library Services. Those counties providing County Aid to Public Libraries (Cottonwood, Lincoln, Murray, Pipestone, and Redwood) shall pay these funds to the local library in May and November of each year according to a formula determined by that county. Upon request, Plum Creek Library System shall assist in determining the amount to be distributed to each library.
- B. Should any Member County not subject to County Aid to Public Libraries (Jackson, Lyon, Nobles, and Rock) not meet the requirements of this section, such Member County and the Library it established may not be eligible to participate in the System and its services until the problem is resolved. Resolution shall take place within six months of the time the County and Library are notified they do not meet the requirements. The Board of Trustees shall determine which, if any, services shall be withheld during this period. A County that fails to meet the requirements within six months and its Library shall be considered to have voluntarily withdrawn from the System [see section IX. Withdrawal]
- C. Notwithstanding any other provisions of this contract, it is understood that in order to be eligible for grants the Plum Creek Library System (PCLS) must abide by the rules and regulations of the Department of Education's State Library Services and it is agreed that PCLS and its Member Counties will be subject to such rules and regulations now existing or hereafter established.
- D. Should any Member County not meet the requirements of this section, such Member County may not be eligible to participate in the system and its services until the problem is resolved. Correction of the non-compliance shall be completed within six months of the time the Member County is notified it does not meet the requirements. The Board of Trustees shall determine which, if any, services shall be withheld during this period. A Member County that fails to correct the non-compliance within six months following receipt of notice of non-compliance shall be considered to have voluntarily withdrawn from the system and thereafter shall not be considered a Member County as of the date the Board of Trustees had determined to be the end of the six month resolution period [see Section IX. Withdrawal].

VII. RIGHTS AND RESPONSIBILITIES OF MUNICIPALITIES

- A. Each Member Municipality agrees that it will provide at least the minimum level of support certified annually by the Minnesota Department of Education under Minn. Stat 134.34 as modified by Minn. Stat. 275.761 or any successor statutes. The amount contributed by the Member County in the form of County Aid to Public Libraries shall not be considered a part of the contribution by the Member Municipality.

- B. Notwithstanding any other provisions of this Agreement, it is understood that in order to be eligible for grants the Plum Creek Library System must abide by the rules and regulations of the Department of Education's State Library Services and it is agreed that the System and its Member Libraries will be subject to such rules and regulations now existing or hereafter established.
- C. A school district which has jointly established a public library with a Member Municipality shall have the same rights and responsibilities as other Member Municipalities within this section.
- D. Should any Member Municipality not meet the requirements of this section, such Member Municipality may not be eligible to participate in the system and its services until the problem is resolved. Correction of the non-compliance shall be completed within six months of the time the Member Municipality is notified it does not meet the requirements. The Board of Trustees shall determine which, if any, services shall be withheld during this period. A Member Municipality that fails to correct the non-compliance within six months following receipt of notice of non-compliance shall be considered to have voluntarily withdrawn from the system and thereafter shall not be considered a Member Municipality as of the date the Board of Trustees had determined to be the end of the six month resolution period [see Section IX. Withdrawal].

VIII. NEW MEMBERS

- A. Public libraries in a participating county may apply to enter into this Agreement and benefit from its services upon adoption of a resolution to abide by its terms. The resolution shall be adopted by the library's Board and the governing body of the municipality that established the library. A library that applies to enter into this Agreement to be a Member of the Plum Creek Library System shall pay for all expenses associated with joining the Plum Creek Library System if its membership is accepted by the Board of Trustees.
- B. A public library may only become a new member of the Plum Creek Library System if the Board of Trustees approves the application by a majority vote.

IX. WITHDRAWAL

- A. A Member Library may withdraw from the System by providing written notice to the Board of Trustees; however, no Member Library may withdraw prior to at least three years' participation as a Member.
- B. The withdrawal process may begin no sooner than 3 months after written notice has been given. During this time, the Chair of the Board of Trustees and the PCLS Director shall meet with the board of the library and the library director in order to identify the reasons for the decision to withdraw and attempt to identify a mutually acceptable resolution to these concerns.
- C. If these meetings fail to identify a mutually acceptable resolution, the State Librarian shall be asked to meet with the Chair of the Board, the Plum Creek Library System Director, the board of

the library, and the county or municipal governing body that established the library in order to attempt to identify a mutually acceptable resolution.

- D. If within three months, no mutually acceptable resolution has been achieved the withdrawal process shall begin. The withdrawal process shall follow a policy reviewed by the Advisory Council and approved by the Board of Trustees. This policy shall not be amended while a library is withdrawing from the system.
- E. The withdrawal shall be complete within six months of the time the process began. The withdrawing library shall be responsible for all expenses incurred during the withdrawal process and identified within the withdrawal policy. The withdrawing Member Library forfeits all interests in any property or assets of the Plum Creek Library System upon the finalization of the withdrawal process and is no longer considered a Member Library for the purposes of this Agreement.

X. DISSOLUTION

This Agreement may be dissolved by mutual consent of all members in good standing at the time of the decision to dissolve the system is made. Agreement with dissolution is evidenced by a resolution approved by the governing body of each Member County, Municipality, and Library within a 90 day time period. The Members may choose to dissolve the Plum Creek Library System completely as outlined in this Agreement or may create and/or designate a successor regional library under the provision of Minnesota law and turning the functions and assets of the Board of Trustees over to the successor organization.

Upon dissolution of the Plum Creek Library System, all property purchased or owned pursuant to this Agreement shall be allocated or sold and the proceeds thereof, together with any monies on hand, shall be distributed to the Members. Such distribution of assets shall be made in proportion of the total contributions by the respective Members over the entire duration of this Agreement. Grant funds shall be returned if required by the terms of the grant to the granting agency or disposed of as required below. All records retained by Plum Creek Library System shall be turned over to the respective Members according to residency in their jurisdictions. The Board of Trustees shall continue to exist after dissolution for such period, no longer than six months, as is necessary to wind up its affairs, but for no other purpose.

XI. DISPOSITION OF GRANT FUNDS

Upon written notification to the Minnesota Department of Education, which administers state aid to public libraries, no later than December 31 of the year prior to the end of the state fiscal year for which the system has received aid funds provided by said office; and by providing said office with a plan for disposition of assets acquired with aid funds. Disposition of assets shall be consistent with *Minnesota Rules Chapter 3530.0200, Subp. 4(C)*.

XII. INDEMNIFICATION AND HOLD HARMLESS

- A. The Plum Creek Library System shall be considered a separate and distinct public entity to which the Members have transferred all responsibility and control for actions taken pursuant to this Agreement. Plum Creek Library System shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466.
- B. The Plum Creek Library System shall fully defend, indemnify and hold harmless the Members against all claims, losses, liability, suits, judgments, costs and expenses by reason for the action or inaction of the Board and/or employees and/or agents of the Plum Creek Library System. This Agreement to indemnify and hold harmless does not constitute a waiver of any participant of limitations on liability provided under Minnesota Statutes § 466.04. To the full extent permitted by law, actions by the Members pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Members that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes § 471.59, Subd. 1a(a); provided further that for purposes of that statute, each Member agreeing to this Agreement expressly declines responsibility for the acts or omissions of the other Member. The Members of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Members.
- C. In order to facilitate the above indemnification requirement, the Plum Creek Library System shall at all times maintain in full force and effect liability insurance sufficient to cover the limitations on liability provided under Minn. Stat. § 466.0. Additionally, Plum Creek Library System shall maintain in full force and effect workers compensation and vehicle insurance as required by law. Plum Creek Library System shall insure all assets against damage or loss so that the investment of the Members into the Plum Creek Library System assets is protected against such damage or loss.

XII. AMENDMENTS

Any Member may petition the Board or the Board may on its own initiative to recommend changes in this Agreement to its Members. An Amendment to this Agreement shall become effective upon approval of two-thirds of the Members as evidenced by a resolution approved by the governing body of at least two-thirds of the Members.

This Joint Powers Agreement between the Members revokes all prior Joint Powers Agreements between these parties concerning the creation and operation of the Plum Creek Library System.