Lake Agassiz Regional Library
Joint Powers Agreement
AGREEMENT

WHEREAS, The Board of County Commissioners of Becker County, Minnesota; and the City Council of the City of Breckenridge, Minnesota; and the Board of County Commissioners of Clay County, Minnesota; and the Board of County Commissioners of Clearwater County, Minnesota; and the City Council of the City of Crookston, Minnesota; and the City Council of the City of Detroit Lakes, Minnesota; and the Board of County Commissioners of Mahnomen County, Minnesota; and the City Council of the City of Moorhead, Minnesota; and the Board of County Commissioners of Norman County, Minnesota; and the Board of County Commissioners of Polk County, Minnesota; and the Board of County Commissioners of Wilkin County, Minnesota, have each officially acted to establish public library service in their respective areas and provided for the financial support of such services; and,

WHEREAS, It is the mutual desire to strengthen and improve public library services for said areas; and,

WHEREAS, It appears advantageous to accomplish this in a practical and economical manner through the operation of the public library services in said areas jointly; and,

WHEREAS, Legal authority for the joint operation of such public library services is provided for in Minnesota Statutes, Sections 134.20 and 471.59,

NOW THEREFORE, We the undersigned, representing the parties indicated do hereby enter into the following AGREEMENT with the full intent of establishing, strengthening, and improving public library services in all of the areas to which we are responsible.

I

PURPOSE:

1. It is the purpose of this agreement to establish, strengthen, and improve public library services in said areas by establishing a regional public library system, and combining its operations with such existing public libraries in the said areas as may wish to join.

II

THE JOINT LIBRARY BOARD:

1. This purpose shall be accomplished through a joint board. For the purposes of governing the joint library services there shall be created a library board to govern the library services as a single library system, to be known as the LAKE AGASSIZ REGIONAL LIBRARY.

2. Said library board shall consist of one member for each 6,000 persons, or major fraction thereof, from each area according to the latest U.S. census. In accordance with the 1980 census, membership on said library board shall be apportioned in the following manner: four (4) members from Becker County, one (1) member from Breckenridge, three (3) members from Clay County, one (1) member from Clearwater County, one (1) member from Crookston, one (1) member from Detroit Lakes, five (5) members from Moorhead, one (1) member from Mahnomen County, two (2) members from Norman County, three (3) members from Polk County, and one (1) member from Wilkin County.
3. Members shall be residents of the political subdivision of the governing body making the appointment. One, and only one, of the members from each area may be a member of the governing body making the appointment. The members from Breckenridge, Crookston, Detroit Lakes, Moorhead, and Polk County shall be appointed from among the members of the local library boards in those areas.

4. Three-year terms shall commence on the 1st day of January, and members shall serve until their successors are appointed and qualified. No person shall be appointed to the joint library board for more than two consecutive three-year terms. Nothing in this provision shall be construed to mean that a former board member may not be reappointed to the joint library board after a lapse of one year.

5. Said library board shall have the powers and duties provided for city and county library boards as specified in Minnesota Statutes, Section 134.20, and as one board shall administer the library system.

6. The by-laws of the joint library board shall set forth the meeting times and the officers to be elected by and from its members. They may provide also for an Executive Committee to transact business between regular meetings of the joint library board.

7. Local public library boards of the public libraries administered as part of the Lake Agassiz Regional Library may continue to function, provided their actions do not conflict with the policies and services determined by the joint library board. Said local boards shall be encouraged to advise the joint library board on matters affecting their local libraries and to work for full cooperation and coordination of services within the regional public library system.

8. No provision in this agreement shall be deemed to limit the right of member cities or counties or their local library boards to control their local library funds and to accept, hold, manage, and properly dispose of property given, granted, conveyed, donated, devised or bequeathed to, or otherwise acquired by them in accordance with Minnesota Statutes, Sections 134.14 and 134.15.

III

1. The Treasurer and Executive Officer of the joint library board shall keep due and strict accounting of all monies received and disbursed by the regional public library system. There shall be an annual audit of all receipts and disbursements.

2. A general operating budget shall be made up annually and maintained as a single budget. Efforts shall be made continually to assure that all areas receive their fair share of the library services. But the joint library board shall not be required to maintain a financial accounting of disbursements within or on behalf of these areas. The annual operating budget shall be arrived at by consultation between members of the joint library board, and shall be filed by the library board with the member counties and cities. The amount required to implement said budget shall be authorized by each member county and city.

3. Should any party approve lower than its just share of the approved budget while other parties exceed the minimum appropriations, library service to that area may be reduced accordingly so as not to restrict the development of library services in the remaining areas.

4. The minimum appropriation to be provided by each member county and city shall be no less than the dollar amount it provided the preceding year. It shall be the goal of each member county and city to appropriate
such additional amounts annually as will maintain the prevailing level of service. In no event shall the
authorization of funds be less than the minimum amounts specified by the state and federal governments. To
the extent allowable by the state and federal governments any amounts appropriated for capital expenditures for
equipment and buildings or special appropriations shall not be included in the appropriation amount which must
be maintained in the succeeding year.

5. Each party's appropriation shall be paid in equal quarterly installments to the regional public library
system on, or before, February 15, May 15, August 15, and November 15.

6. All operating expenses of the regional public library system shall be proper charges, including, but not
restricted to, all salaries and wages of personnel, cost of maintenance and minor repairs and utilities of the
headquarters building, purchase and replacement of books and other library materials and equipment, and any
other proper items of expense.

7. The joint library board may determine a reasonable amount to be set up on the books of account of the
library board, and kept in a separate fund, as depreciation for replacement of bookmobiles and other equipment.
Said fund, and a reasonable amount from the library operating fund, may be deposited and/or invested as may
be determined from time-to-time by the library board.

8. Any further rules and regulations concerning financing and disbursements of funds may be adopted by
the joint library board by resolution, not inconsistent herewith.

IV

1. This agreement shall continue in force until rescinded by action of its parties. Any city may withdraw
from it under any of the following provisions without affecting the total agreement, except that party shall not
withdraw in less than three years from the effective date of their participation in the regional public library
system.

   By giving notice in writing to the other parties at least six (6) months prior to the withdrawal,
   provided that any withdrawal shall not be effective prior to the end of the library’s fiscal
   year; or, By mutual agreement of the parties.

2. Should any city fail to comply with the minimum state-federal requirements for securing state-federal
grants, said party shall give notice in writing to the other parties at least six (6) months in advance and this
notification shall be regarded as voluntary withdrawal from the agreement.

3. In the event of termination or withdrawal, each party shall retain title to any and all assets which it may
have held at the time of its original entry into the regional public library system and all assets it subsequently
acquired by gift or by bequest or by purchase with funds not administered by the joint library board. It is
understood this provision will include the value of any such assets which have been discarded or necessarily
replaced by the joint library board in the usual course of business. All other assets shall be divided among the
parties on the basis of each party’s respective proportion of this financial support provided by its respective
library fund, if said parties continue to support and operate public library service. If any party to this agreement
should discontinue to support and operate public library service after withdrawal from this agreement or after
termination of this agreement, its due share of the assets shall revert to the State Board of Education for use
elsewhere.
4. Nothing in these provisions shall be construed so as to limit the free movement of materials and services between the public libraries of said parties while this agreement is in effect.

V

OTHER PROVISIONS:

1. Said library board, and its personnel hired to administer and operate the public library service herein provided for, shall be responsible to see that all areas shall receive their full and due share of the attention and service, and that the public library service shall be organized and administered in a manner which qualifies said library to receive state-federal grants. And, further, it is the full intention of all concerned to involve the local public libraries in the services of the system to the fullest extent possible, and to work for full cooperation and coordination of services with said libraries.

2. In matters relating to services in specific locations, when there is a division of opinion on the library board, the weight of the decision shall rest with the representatives of the specific area involved.

3. The City of Moorhead shall retain title to the headquarters library facilities in Moorhead and shall be responsible for major repairs and additions to this building and the property on which it is located. The City of Breckenridge, the City of Crookston, the City of Detroit Lakes, and such other cities which have or may establish public libraries administered as part of the Lake Agassiz Regional Library shall retain title to the public library facilities, and they shall pay all costs of maintenance of said facilities, including construction, rent, repairs, upkeep, janitorial services, utilities, general liability insurance, and insurance on the building. The library board may accept responsibility for telephone service plus library furniture and equipment in said libraries and insurance on the library contents.

4. It is the intent of all parties to make this agreement work to the greatest mutual advantage, and to encourage neighboring areas to cooperate toward the formation of a larger public regional library system to the mutual benefit of all. Additional counties and cities through proper action by the governing bodies may become a party to this agreement by means of an addendum which shall be consistent with the provisions of this agreement.

5. Amendments to this agreement may be proposed by the joint library board and shall become effective upon ratification by all member counties and cities.

6. This agreement shall become effective on the 1st day of January, 1990, and it shall supersede the Lake Agassiz Regional Library Agreement dated the 1st day of July, 1974, and addendum dated the 1st day of July, 1975, plus the Lake Agassiz Regional Library Agreement dated the 1st day of January, 1981, and the Lake Agassiz Regional Library Agreement dated the 1st day of January, 1985.
APPROVAL AND EXECUTION:

1. This agreement shall be executed by the appropriate officials in each member county and city.

IN WITNESS WHEREOF, This AGREEMENT has been executed by the parties listed below in the dates indicated.

BOARD OF COUNTY COMMISSIONERS, BECKER COUNTY, MINNESOTA

Chauncey Boyer, Chair  Conrad J. Ohm, Auditor  Date

(SEAL)

CITY COUNCIL, CITY OF BRECKENRIDGE, MINNESOTA

Marvin O. Anderson, Mayor  Beverly R.C. Wilson, Deputy City Clerk)  Date

(SEAL)
CITY COUNCIL, CITY OF DETROIT LAKES, MINNESOTA

Larry G. Buboltz, Mayor

Richard Grabow, City Admin.

(Date)

(SEAL)

BOARD OF COUNTY COMMISSIONERS, MAHNONEN COUNTY, MINNESOTA

Peter J. Haddeland, Chair

Shirley J. Bjerke, Auditor

(Date)

(SEAL)

CITY COUNCIL, CITY OF MOORHEAD, MINNESOTA

Morris L. Lanning, Mayor

Gerald H. Sorenson, Finance Dir.

(Date)

James Antonen, City Manager

(Date)

(SEAL)
LARL AGREEMENT
City of Mahnomen Addendum
(12/11/92)

WHEREAS, the City Council of the City of Mahnomen has officially acted to establish public library service in their respective area and provide for the financial support of such service as a member of Lake Agassiz Regional Library System; and

WHEREAS, the Board of County Commissioners of Mahnomen County on December 8, 1992, resolved that portions of monies allocated to Mahnomen County comes from a local tax levy and the State and Federal grant monies, and that the Mahnomen County Board of Commissioners agree that a fifty-seven percent (57%) City/County Transfer exist between the City and county of Mahnomen for the purposes of a LARL budget; and

WHEREAS, the Lake Agassiz Regional Library Board of Trustees agrees that collection items, equipment and furnishings currently owned by the City of Mahnomen will remain the property of the City of Mahnomen; and

WHEREAS, as a Signatory Library the Mayor of the city of Mahnomen will appoint a Lake Agassiz Regional Library Board member to sit on the LARL Board of Trustees; and

WHEREAS, the City of Mahnomen agrees to adopt the Lake Agassiz Regional Library Agreement (Exhibit A) adopted by other members in 1989 and add this addendum to that document;

NOW THEREFORE, we the undersigned, representing the parties indicated do hereby enter into this AGREEMENT between Lake Agassiz Regional Library and the City of Mahnomen for System Library Service.

IN WITNESS WHEREOF, this AGREEMENT has been executed by the parties listed below on the date indicated.

City Council, City of Mahnomen, Minnesota

Darvin Schoenborn
Mayor

Dean M. Johnson
City Clerk – Administrator

Date

Lake Agassiz Regional Library
Board of Trustees

John P. Schmalenberg
President

Date

M:Board of Trustees/Trustee Manual/LARL Agreement Mahnomen Addendum