



**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 Mahnomen, 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 14,000 persons, or major fraction thereof, from each area according to the latest U.S. census.

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 three 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 bylaws 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 (3) 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, the City of Mahanomen 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. Applicability. The Lake Agassiz Regional Library Joint Powers Board Shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Lake Agassiz Regional Joint Powers Board 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 M.S. 466.

Indemnification and Hold Harmless. The Lake Agassiz Regional Library Joint Powers Board shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or agents of the Lake Agassiz Regional Joint Powers Board. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties 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 Parties.

5. The records, accounts and reports including minutes and the original fully executed Agreement, of the Board shall be subject to the provisions of Minn. Stat. Ch. 13 including requirements of the Minnesota Open Meeting Law and Minnesota Government Data Practices Act. Records, accounts and reports shall be maintained by the Secretary/Treasurer and maintained at the Lake Agassiz Regional Library Regional Office in Moorhead, MN.

6. 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.

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

8. This agreement shall become effective on the 1st day of January, 2022, and it shall supersede the Lake Agassiz Regional Library Agreement dated 1st day of January, 1990, and addendum dated the 11th of December, 1992, plus 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.

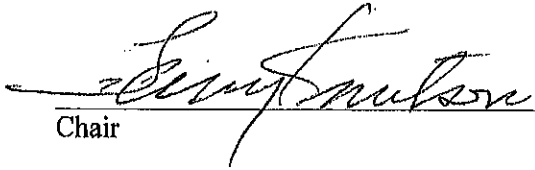
APPROVAL AND EXECUTION:

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.


Signature Page for Becker County

BOARD OF COUNTY COMMISSIONERS, BECKER COUNTY, MINNESOTA


Chair

1/11/2022
Date

Attest:


County Administrator
Title

1/11/2022
Date

Signature Page for the City of Breckenridge

CITY COUNCIL, CITY OF BRECKENRIDGE, MINNESOTA

Russell E. Wilson
Chair Mayor

12-8-2021
Date

Attest:

Renee Smith
City Administrator
Title

12-08-2021
Date

Signature Page for Clay County

BOARD OF COUNTY COMMISSIONERS, CLAY COUNTY, MINNESOTA

Jenny J. Mager

Chair

1/11/2022

Date

Attest:

Steph. J. J. J.

1/11/2022

County Administrator

Date

Title

Signature Page for Clearwater County

BOARD OF COUNTY COMMISSIONERS, CLEARWATER COUNTY, MINNESOTA

Mr. Jan
Chair

11-30-21
Date

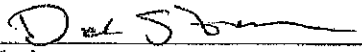
Attest:

Trish Alper
Board Coordinator
Title

11-30-21
Date

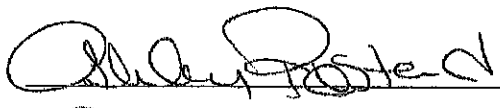
Signature Page for the City of Crookston

CITY COUNCIL, CITY OF CROOKSTON, MINNESOTA


Chair

11/10/2022
Date


Attest:


Deputy City Clerk
Title

11/10/2022
Date



Signature Page for the City of Detroit Lakes

CITY COUNCIL, CITY OF DETROIT LAKES, MINNESOTA


Chair

12-14-21
Date

Attest:



Title

12/14/21
Date

Signature Page for Mahnomen County

BOARD OF COUNTY COMMISSIONERS, MAHNOMEN COUNTY, MINNESOTA


Chair

12-14-21
Date

Attest:

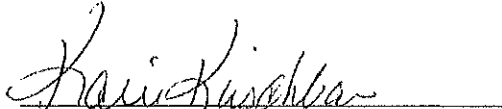


12/9/21
Date

COUNTY ADMINISTRATOR
Title

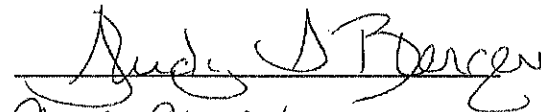
Signature Page for the City of Mahnomen

CITY COUNCIL, CITY OF MAHNOMEN, MINNESOTA


Chair

12-21-2021
Date

Attest:


Asst. City Administrator
Title

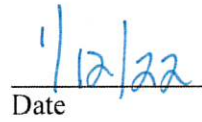
12-21-2021
Date

Signature Page for the City of Moorhead

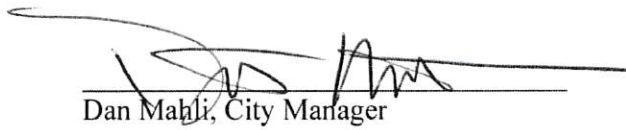
CITY COUNCIL, CITY OF MOORHEAD, MINNESOTA



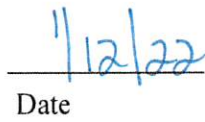
Shelly Carlson, Mayor



Date



Dan Mahli, City Manager



Date

Signature Page for Norman County

BOARD OF COUNTY COMMISSIONERS, NORMAN COUNTY, MINNESOTA

Steve Feiler
Chair

12-3-21
Date

Attest:

Monna Hanson
Auditor-Treasurer
Title

12/3/2021
Date

Signature Page for Polk County

BOARD OF COUNTY COMMISSIONERS, POLK COUNTY, MINNESOTA

Jean K. Lee
Chair

1-4-2022
Date

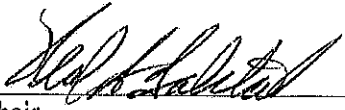
Attest:

Chad W. Lee
County Administrator
Title

1-4-22
Date

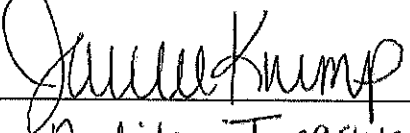
Signature Page for Wilkin County

BOARD OF COUNTY COMMISSIONERS, WILKIN COUNTY, MINNESOTA


Chair

12-14-2021
Date

Attest:


Auditor-Treasurer
Title

12/14/2021
Date