

PIONEERLAND LIBRARY SYSTEM
JOINT POWERS AGREEMENT
Approved by the Pioneerland Library System Board
January 18, 2001

This Agreement is entered into by the political subdivisions organized and existing under the Constitution and laws of the State of Minnesota that are signatories to this Agreement, hereafter sometimes referred to as a Member or Members, to organize the PIONEERLAND LIBRARY SYSTEM, hereafter sometimes referred to as the SYSTEM.

ARTICLE I – AUTHORITY and INTENT

Section 1. The Members establish the PIONEERLAND LIBRARY SYSTEM pursuant to Minn. Stat. 471.59 (the Joint Powers Act) which permits the Members to jointly exercise any common power held by the Members; and Minn. Stat. 134.20, which permits regional library system, and all other statutes and rules applicable to the organization and operation of such systems.

Section 2. The Members intend to establish a new political subdivision of the State of Minnesota, known as the PIONEERLAND LIBRARY SYSTEM, that is a joint powers entity governed by a joint powers board, as those terms are utilized in Minn. Stat. 466.01 and that is separate and distinct from each and any of the Members.

Section 3. The purpose of the System shall be to provide library services on a regional basis to the citizens of the Members in accordance with Minn. Stat. Chap. 134 and all other applicable statutes and rules.

Section 4. This Agreement is being adopted to replace the existing Joint Powers Agreement forming the SYSTEM. The Board in place at the time of the adoption of the Agreement shall remain as the Board for the System pursuant to the terms of the existing Joint Powers Agreement until Bylaws are adopted by the Board pursuant to this Agreement.

ARTICLE II – MEMBERSHIP

Membership in the SYSTEM shall be open to any governmental unit or other political subdivision as set forth in Minn. Stat. 471.59, which has authority concerning a regional library system as forth in Minn. Stat. Chap. 134 or any similar authority, that the Board deems qualified for membership. The Board may impose such conditions on a newly joining Member as it deems appropriate to protect the interests of the SYSTEM and provide benefit for the existing Members. The addition of a Member to the SYSTEM may be made under the conditions established by the Board and upon signature of this Agreement. Approval of the existing Members or the adoption of a new Agreement shall not be necessary to add a new Member.

ARTICLE III – BOARD OF DIRECTORS

Section 1. The SYSTEM shall be governed by a Board of Directors, herein sometimes referred to as the Board, which is empowered to oversee and administer the SYSTEM. The Board is empowered to manage all the affairs of the SYSTEM and to do all things necessary or convenient for the furtherance of the purposes of the SYSTEM. Specifically, the Board may receive and expend funds; enter into contracts, leases and other agreements, renting, leasing, purchasing and otherwise procuring property, real or personal; pursue and secure grants from any source, public or private; employ personnel as employees or by contract; and employ consultants or other persons to provide goods or services. The Board may establish budgets and determine and allocate services within the SYSTEM. (This specific enumeration of duties and powers of the Board shall be deemed as illustrative and not exclusive).

Section 2. The Board shall consist of one person appointed by each MEMBER. In addition each Member shall appoint one additional person for each 6,000 persons residing within the MEMBER.

Section 3. The Board shall designate a chair and such additional officers with the duties and responsibilities that it deems appropriate.

Section 4. The term of office for persons serving on the Board shall be set forth by Minn. Stat. 134.20 Sub. 2: The regional library system board may consist of as many members as the contracting parties deem necessary, appointed in a number from among the residents of the contracting parties and for terms by each party to the contract as determined by the contracting parties, irrespective of the existence of one or more city and county library boards already in existence in the participating cities and counties. Not more than one member from each contracting party shall be a member of the governing body of a contracting party and no member may be appointed to serve more than three consecutive three-year terms.

ARTICLE IV – BYLAWS

The Board shall adopt Bylaws providing for the operation and administration of the SYSTEM. Adoption of Bylaws may be made by the vote of a majority of the members of the Board. Amendment to the Bylaws may be made in accord with the procedures set forth in the Bylaws.

ARTICLE V – TERMINATION OF SYSTEM

Section 1. This Agreement shall remain in effect until: (1) terminated by mutual consent of the Members; (2) suspended or super ceded by a subsequent agreement between the Members; or (3) terminated by operation of law.

Section 2. Distribution of Assets upon Termination of the SYSTEM. In the event that the SYSTEM is terminated pursuant to Section 1. The assets of the SYSTEM shall be distributed as follows:

- (1). Pursuant to the terms of a super ceding subsequent agreement concerning library services; or
- (2). If there is no super ceding agreement then the assets and obligations of the SYSTEM shall be distributed amongst the Members. A Member shall receive title to and possession of all real and personal property that was the property of the Member prior to joining the SYSTEM or that was given to it during the time of Membership in the SYSTEM and shall retain all books and other library materials and equipment that are assigned to the library or libraries within the withdrawing Member's jurisdiction, subject to the provisions of grants or donations. The Board shall determine the equitable distribution of all other assets and obligations pursuant to the terms of the Bylaws and the accounting procedures adopted by the Board.
- (3). Any dispute concerning the disposition of the obligations or assets, including, but not limited to real or personal property, shall be resolved through the dispute resolution procedure set forth in Article VII.

ARTICLE VI – WITHDRAWAL OF A MEMBER

A Member may withdraw from participation in the SYSTEM, effective at the beginning of a calendar year, upon notice to the Board of its intent to withdraw given no later than July 1 of the previous year. The withdrawal of a Member will not affect the continuance of the SYSTEM by the remaining Members. A Member that withdraws will remain liable for all debts, obligations and liabilities which were incurred by the SYSTEM during the term of its Membership in the SYSTEM. The Board shall determine the liability of the withdrawing Member in accordance with the Bylaws and other applicable requirements. A Member that withdraws shall retain title to and possession of all real and personal property that was the property of the Member prior to joining the SYSTEM or that was given to it during the time of Membership in the SYSTEM and shall retain all books and other library materials and equipment that are assigned to the library or libraries with the withdrawing Member's jurisdiction, subject to the provisions of grants or donations. The Board and the withdrawing Member shall define the property to be retained by the Member. Any dispute shall be resolved through the dispute resolution procedure as set forth in Article VII of this agreement.

ARTICLE VII – DISPUTE RESOLUTION

The Board shall be responsible for interpreting the meaning and intent of this Agreement, the Bylaws and all other policies or procedures. A Member or other person aggrieved by the actions of the SYSTEM or the interpretation or application of this Agreement, the Bylaws and all other policies or procedures shall resolve such dispute through the following dispute resolution procedure. The dispute shall be presented in writing to the SYSTEM's Executive Committee. The Executive Committee shall review, and if no resolution is reached, the Executive Committee shall refer the dispute to the appropriate committee or the full board. If there is then no agreement, a neutral dispute resolution committee shall be appointed by the Board. This committee will hear the dispute and report its decision to the Board.

If either party desires further action, such party shall, in lieu of litigation, pursue its claim pursuant to Minn. Stat. 572.

ARTICLE VIII – AMENDMENT

This Agreement shall be amended only by the unanimous consent of the Members, except that the Board, by 2/3rds vote of its members may increase, decrease or eliminate the population standard for additional persons of the Board contained in ARTICLE III, Section 2.

ADDENDUM

Pioneerland Library System Agreement January 18, 2001
Approved by Pioneerland Board February 15, 2001

Article V, Section 2, (3) should state “Any dispute concerning the disposition of the obligations or assets, including, but not limited to real or personal property, shall be resolved through the dispute resolution procedure set forth in Article VII of this Agreement.”