

## PLUM CREEK LIBRARY SYSTEM AGENCY CONTRACT

This contract made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the following named library boards of public libraries, hereafter called parties of the first part, such parties of the first part being as follows, to-wit:

Runals Memorial Library, (Edgerton)  
Fulda Memorial Library  
Ivanhoe Public Library  
Jackson Public Library  
Lake Benton Public Library  
Lamberton Public Library  
Marshall-Lyon County Library  
Meinders Community Library (Pipestone)  
Minneota Public Library  
Morgan Public Library  
Mountain Lake Public Library  
Nobles County Library  
Redwood Falls Public Library  
Rock County Community Library (Luverne)  
Slayton Public Library  
Tracy Library  
Tyler Public Library  
Wabasso Public Library  
Westbrook Public Library  
Windom Public Library

And the following named Counties of the State of Minnesota, hereinafter called parties of the second part, such parties of the second part being as follow, to wit

Cottonwood County  
Jackson County  
Lincoln County  
Lyon County  
Murray County  
Nobles County  
Pipestone County  
Redwood County  
Rock County

And the following named cities or towns of the State of Minnesota, having a library and levying a separate tax for public library services, hereinafter called parties of the third part, such parties of the third part being as follows, to wit:

Edgerton, Fulda, Ivanhoe, Jackson, Lake Benton, Lamberton, Luverne, Marshall, Minneota, Morgan, Mountain Lake, Pipestone, Redwood Falls, Slayton, Tracy, Tyler, Wabasso, Westbrook, and Windom.

WHEREAS, it is official state policy to encourage planning and development of public services on a regional level; and

WHEREAS, each of the parties of the first part operate Public Library services in their respective service areas under the provision of Minnesota Statutes, Sections 134.09 through 134.15, and Sections 375.33; and

WHEREAS, this Library Service Agency contract is authorized under the provisions of Minnesota Statutes 134.11 and 134.12, Subd. 2; and

WHEREAS, the parties of the first part by a library service agency contract dated May 28, 1974, did create the public library service known as Plum Creek Library System.

WHEREAS, the parties are mutually agreed that a regionally supported library service agency is of great benefit to all of the existing public library services and has a strong potential for extending public library services into areas presently lacking such services, and

WHEREAS, certain matters not covered by the original library service agency contract and which should be so covered have come to the attention of the parties herein and certain new laws and regulations have been enacted so that the parties hereto deem it advisable that the contract of July 1, 1979, which replaced the original contract of May 28, 1974, be amended,

NOW, THEREFORE, it is agreed by and between the parties that the existing Plum Creek Library System Agency Contract be amended in its entirety to provide as follows:

**I. BOARD OF TRUSTEES**

**A. MEMBERSHIP.**

The Board of Trustees of the party of the second part shall consist of two representatives from each signatory county. One of these representatives will be appointed by the County Commissioners. The second of these representatives will be chosen from among the board members of the participating libraries.

In counties serving a population of greater than 15,000 residents, an additional representative will be selected from the member libraries' boards. The boards of the member libraries from each county will meet jointly to determine the method of selecting these representatives.

When this new agreement is ratified, all active, current Board members will serve out their present terms, with any changes taking effect as new members are appointed.

## B. TERM OF OFFICE

Members appointed by County Commissioners shall be appointed for a term of one year; and members selected from Library Boards shall be appointed for a term of three years. The membership shall be such that an approximately equal number of terms shall be expiring each year. No Plum Creek Library System board member shall serve for more than nine consecutive years. Any board member who has served a full nine years may return to the board after at least one year of non-membership. In the event any member shall cease to be a member of a local or county library board, said member shall resign and a replacement shall be appointed by the appropriate library board for the remainder of the term. Any Trustee who is unable to attend regularly scheduled board meetings for more than two consecutive meetings shall notify the appointing authority, which shall appoint either an alternate or a replacement as it may deem appropriate.

## C. DUTIES OF BOARD OF TRUSTEES

### 1. MEETINGS.

The Board of Trustees shall be the Governing Board of the Plum Creek Library System and shall hold regular meetings at such time and place as the board may determine. These meetings shall be open to the public, and the approved minutes of these meetings shall be available to the public on request. The chairman of the Board of Trustees or any five board members may call a special meeting by giving at least two weeks' notice to all members; and the Board may hold special meetings at any time by unanimous consent, with due public notification as outlined in Section 471.705 of the Statutes of the State of Minnesota.

### 2. ANNUAL MEETING

The Board of Trustees of the Plum Creek Library System shall hold its annual meeting during the month of September each year. This meeting will be a combined meeting of the Board of Trustees and the Advisory Council of Library Directors.

### 3. OFFICERS

Prior to its annual meeting each year, the Board of Trustees of the Plum Creek Library System shall elect a chairman, a vice-chairman, a treasurer, and a MLA Representative. These officers and the immediate past chair, meeting together, shall comprise the Executive Council, and shall be empowered by the Board of Trustees to transact business on occasions when the full Board is unable to meet for any reason. Actions by the Executive Council must be ratified by the entire Board at its next regular meeting.

#### 4. SPECIFIC AUTHORITY OF THE BOARD OF TRUSTEES

Deleted: DIRECTORS

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

##### 1. ACCEPTING FUNDS.

The Board shall have the authority to accept any County, local, state or federal funds made available to the regional library agency and any funds paid to it by participating 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 shall also have the authority to accept funds from foundations and other grant sources, and donations from individuals and groups.

Deleted: Directors

##### 2. HIRING PERSONNEL

The Board may hire personnel it deems necessary to carry out the service programs it develops, pay salaries, rent, and any expenses deemed appropriate to library development. The Plum Creek Board of Trustees shall have no authority over any participating library, except such authority as may be delegated to it by the library board of a participating library.

##### 3. CREATING ADVISORY COUNCIL

The Board of Trustees shall create an Advisory Council of Library Directors consisting of the head librarian/director (or a designated alternate) from each participating library. It shall be the function of this Council to assist the Board of Trustees in devising plans for library development, in determining how and by whom such plans will be implemented, and in evaluating the results.

Deleted: Directors

##### 4. PROJECTS AND PROGRAMS

The Board of Trustees, with the advice and assistance of the Advisory Council of librarian Directors, may develop a variety of mutually beneficial projects, and offer them to the participating libraries, either as free services paid for by Plum Creek funds, or as a special service for which the benefiting libraries will pay. Among such projects may be specific services that any one or any group of libraries may perform for other participating libraries, and for which the Board reimburses the library performing such services.

##### 5. BY-LAWS

The Board of Trustees at any regular or special meeting may, by a majority vote of the board membership, establish, amend or repeal By-laws as may be appropriate to its needs from time to time.

##### 6. REVIEW OF AGREEMENT

This Agreement will be reviewed for possible revision every five years, or as judged necessary by the Board of Trustees or the signatories.

## II. RIGHTS AND RESPONSIBILITIES OF PARTIES OF THE FIRST PART.

A. Each of the parties of the first part agrees to the use of certain of its library materials in reciprocal borrowing and inter-library loan according to regulations established by Plum Creek Library System Board of Trustees or by state laws or state regulations. The time period of such loans in each case will be the same as that of the library from which the material is actually checked out.

B. Each of the parties of the first part agrees to strive for consistently excellent library service by providing the following:

1. At least 20 hours per week open to the public.
2. Use of the Dewey Decimal System.
3. Distribution and recognition of the Plum Creek Library Card.
4. Participation in continuing education programs for library personnel.
5. Adherence to generally accepted Library Practices.
6. Purchase and maintenance of such technology as is needed to allow access to the Automation System.
7. Compliance, or written plans for compliance, with the ***Essential Level*** of the Standards for Minnesota Public Libraries, (LDS, 1996)

C. Each of the parties of the first part agrees that it will charge a non-resident fee to any patron who does not live or own property in an area which either belongs to the Plum Creek Regional Library System, or has a reciprocal agreement with the Plum Creek System. The amount of such fee will be fixed from time to time by the Board of Trustees of the System.

## III. RIGHTS AND RESPONSIBILITIES OF PARTIES OF THE SECOND PART.

A. Each of the parties of the second part agrees that it will provide at least the minimum level of support certified annually by the Department of Children, Families, and Learning. Those Counties who supply County Aid to Municipal Libraries (Lincoln, Murray, Redwood, and Pipestone counties), shall pay these funds to the Plum Creek Library System in May and November of each year, to be distributed to the local libraries by agreed-upon formula within 60 days of receipt. Bookmobile funds from participating counties shall be paid monthly, according to contract.

Counties will be apprised of the exact amounts distributed to each library within the same time frame.

B. The Counties may request documentation of statistics for circulation programming, or any other aspect of the business of the Plum Creek Library System.

## IV. RIGHTS AND RESPONSIBILITIES OF PARTIES OF THE THIRD PART.

A. Each of the parties of the third part agrees that it will provide at least the minimum level of support certified annually by the Department of Children, Families, and Learning. The amount contributed to the library

from the County in the form of Library Aid will not be considered a part of the contribution from the City.

B. It is further agreed that in no event will the minimum level of support by any participant in any year be an amount less than that provided for in Minnesota Statute 134.34 Subdivision 4.

C. Should any member not meet the requirements of this subsection, such member will not be eligible to participate further in the system and its services.

D. Notwithstanding any other provisions of this contract, it is understood that in order to be eligible for grants that the Plum Creek Library System must abide by rules and regulations of the Department of Children, Families and Learning, and it is agreed that the system and its members will be subject to such rules and regulations now existing or hereafter established.

#### **V. NEW MEMBERS**

Public libraries may enter into this contract as parties of the first part by concurrence, and benefit from its services, under such mutually satisfactory terms as may be set by the Board. Library Board members from new member libraries shall be equally as eligible as older members to serve on the Plum Creek Board of Trustees.

#### **VI. WITHDRAWAL**

Any library which is one of the first parties to this contract may withdraw from participation upon six months written notice to the Board, without affecting other parties, subject, however, to the regulation that no one of the first parties nor any new member can withdraw prior to at least three years participation.

#### **VII. DISSOLUTION**

A. This contract may be dissolved by the mutual consent of the parties under the following provisions

1) By creating and/or designating a successor regional library under the provisions of Minnesota law, and turning functions and assets of the Board of Trustees over to such successor organization, or

2) Upon written notification to the Library Services and Development division of the Department of Children, Families, and Learning, which administers state aid to public libraries, no later than December 31 of the year prior to end of the state fiscal year for which they have received aid funds provided by said office; and providing said office with a plan for disposition of assets acquired with aid funds

IN TESTIMONY WHEREOF, the parties have executed this contract the day and year above written:

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FOR THE PARTIES OF THE FIRST PART:

Runals Memorial Library date

Tracy Public Library date

Fulda Memorial Library date

Tyler Public Library date

Ivanhoe Public Library date

Wabasso Public Library date

Jackson Public Library date

Westbrook Public Library date

Lake Benton Public Library date

Windom Public Library date

Lamberton Public Library date

Marshall-Lyon County Library date

Minneota Public Library

Morgan Public Library date

Mountain Lake Public Library date

Nobles County Library date

Pipestone Community Library date

Redwood Falls Public Library date

Rock County Community Library date

Slayton Public Library date

FOR THE PARTIES OF THE SECOND PART:

\_\_\_\_\_  
Cottonwood County                      date

\_\_\_\_\_  
Jackson County                      date

\_\_\_\_\_  
Lincoln County                      date

\_\_\_\_\_  
Lyon County                      date

\_\_\_\_\_  
Murray County                      date

\_\_\_\_\_  
Nobles County                      date

\_\_\_\_\_  
Pipestone County                      date

\_\_\_\_\_  
Redwood County                      date

\_\_\_\_\_  
Rock County                      date

FOR THE PARTIES FO THE THIRD PART:

\_\_\_\_\_  
City of Edgerton                      date

\_\_\_\_\_  
City of Mountain Lake              date

\_\_\_\_\_  
City of Fulda                          date

\_\_\_\_\_  
City of Pipestone                    date

\_\_\_\_\_  
City of Ivanhoe                        date

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City of Redwood Falls                date

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City of Jackson                        date

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City of Slayton                        date

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City of Lake Benton                  date

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City of Tracy                          date

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City of Lamberton                    date

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City of Tyler                          date

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City of Marshall                        date

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City of Westbrook                    date

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City of Minneota                        date

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City of Windom                        date

\_\_\_\_\_  
City of Morgan                         date