



KITCHIGAMI REGIONAL LIBRARY SYSTEM

Joint Powers Agreement

Kitchigami Regional Library System Headquarters
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ARTICLE I

ENABLING AUTHORITY AND PURPOSE

- 1.1 Minnesota Statutes section 471.59 provides that two or more governmental units may by agreement jointly exercise any power common to the contracting parties. Minnesota Statute Chapter 134 provides cities and counties the authority to enter into a joint powers agreement pursuant to section 471.59 to establish and maintain a public library system.
- 1.2 The purpose of this Agreement is to strengthen and improve public library service through the creation of a regional library system, hereafter called the Kitchigami Regional Library System (KRLS), which will provide joint public library services in the respective areas of the signatories to this Agreement.
- 1.3 The KRLS is established as a governmental unit under the above-referenced authority and requirements of state law.
- 1.4 The purpose of the KRLS shall be to provide access to public library services to all residents of the signatory cities and counties and to increase the efficiency and effectiveness of library services and eliminate unnecessary and wasteful duplication.
- 1.5 KRLS shall encourage the development of local libraries through service agreements with KRL and movement towards such libraries becoming signatories to this agreement.

ARTICLE II

GOVERNING BOARD

- 2.1 The Regional Library Board (Board) shall take such action as it deems necessary and proper to accomplish the purposes of the KRLS, including but not limited to those duties specified in Minnesota Statutes Chapter 134, and any other action necessary and incidental to the implementation of said purpose or action. These activities may be accomplished by entering into contracts, leases or agreements whenever the Board shall deem such action to be advisable. The Board shall administer the library services as a single library system.
- 2.2 Signatory cities and counties, by executing this agreement, recognize the Board as the governing authority. The Board shall hire a chief administrative officer to be the Regional Library System Director.

- 2.3 The Board shall be made up of representatives of the area served and appointed in the following manner:

Every county shall appoint one County Commissioner or citizen as representative to the Board and one alternate. In the event that the County appoints a citizen as representative, it shall not appoint an alternate.

Each signatory city shall appoint one City Council member or citizen as a representative and one alternate. In the event that the City appoints a citizen as representative, it shall not appoint an alternate.

- 2.4 Provisions for alternates to attend Board meetings shall be made in the bylaws in accordance with applicable Minnesota law. As set forth above, Counties and Cities cannot appoint alternates in the event that their representatives on the Board are citizen representatives.
- 2.5 The terms of office of Board Members shall be three years. This revised agreement does not change the terms of elected Board Members presently serving. No Board Member shall serve more than three consecutive full terms. A former Board Member may be reappointed after not serving on the Board for one full year.
- 2.6 The Board shall establish in its by-laws, a schedule for regular meetings and provide for the calling of special meetings.

ARTICLE III

FINANCING AND DISBURSEMENT OF FUNDS

- 3.1 The Board shall have exclusive control over all monies credited to any KRLS library fund and the expenditure of all funds.
- 3.2 The Board may accept any gift provided for KRLS operations as provided in Minnesota Statutes. City Library Boards shall have the authority to accept gifts for their library which shall be the property of the recipient library.
- 3.3 The Board shall adopt an annual operating budget based on recommendations from the Budget Committee. The budget must be approved by 2/3 of appointed representatives to the Board.
- 3.4 The adopted budget, which shall describe projected income and expenditures, shall be filed with the city clerks and county auditors of the signatory members and the Minnesota state agency designated to oversee library services.

- 3.5 Each city council and county board shall establish the revenue that it will provide to the Kitchigami Regional Library, considering the budget request of the KRL board and consistent with the requirements of the state of Minnesota, and notify KRL of the amount no later than December 20 in the year prior to the operating year.
- 3.6 If any signatory jurisdiction provides less than the amount requested by the Board, the direct library service in that jurisdiction may be reduced accordingly so as not to restrict library services in the remaining areas.
- 3.7 Payments to KRLS from signatories shall be paid in full by December 30 of each fiscal year in the year they are due. Payments of no less than one-half of the total amounts due shall be paid prior to June 1 in the year they are due.

ARTICLE IV

RESPONSIBILITIES OF KITCHIGAMI REGIONAL LIBRARY SYSTEM TO PARTICIPATING CITIES AND COUNTIES

- 4.1 The KRLS shall deliver services through city-owned and operated facilities and outreach through the mobile library or alternate distribution methods approved by the Board.
- 4.2 The KRLS will provide to all parties of this agreement public library services including staff, insurance for system-owned equipment and shared assets, library-operations required equipment for the integrated automated system, funding for collections to be owned by individual libraries, and other insurance, services and other expenditures as may be deemed appropriate by the Board to all residents of the parties of this agreement.
- 4.3 The KRLS shall operate one integrated automated library system and related electronic services to residents of the parties to this agreement.
- 4.4 The KRLS shall perform its obligations by equitably distributing those services, material, equipment and all other items herein described to each respective party in order to ensure the extension of library services across the region, consistent with the contribution from the signatory members. The KRLS will work to achieve strategic plan outcomes as determined by the Board's strategic plan for library services.
- 4.5 The KRLS shall provide basic system services as defined in Minnesota Statutes 134.001 Subd. 5.

ARTICLE V

DUTIES OF CITIES

- 5.1 Each city as a party to this agreement will provide to the KRLS financial support as outlined in this agreement and by Minnesota statutes and provide suitable facilities for library service with local conditions mutually acceptable to the Board and the signatory city and the county in which it is located, including maintenance of facilities, utilities and insurance of premises, contents as well as liability insurance.
- 5.2 Each KRLS signatory city will pay for annual equipment replacement and maintenance fees required for effective operation of the integrated automated library system and related electronic services.
- 5.3 Any funds provided by signatories for library services, collections, equipment and or personnel must be provided to and distributed through the Board or after fully informing the Board of such activity, which must conform to Minnesota Statutes.
- 5.4 Cities may form and use local library advisory committees in any manner or in accordance with a city charter in those areas of responsibility that do not conflict with the duties and powers granted to the Board in this agreement or by Minnesota Statutes.

ARTICLE VI

OWNERSHIP OF ASSETS

- 6.1 Collections shall be owned by the city libraries where they are located. Collections located in the mobile libraries and other vehicles are owned by the KRLS.
- 6.2 All furniture, equipment and fixed assets located at a city library shall be designated as the property of that local library. The exception to this shall be system owned equipment related to the automated integrated library system, which shall be the property of the KRLS.
- 6.3 The Kitchigami Regional Library Headquarters and all equipment and other property located within it shall be the property of the KRLS.
- 6.4 The mobile libraries and other vehicles shall be the property of the KRLS.
- 6.5 The Board shall designate ownership of assets when they are purchased, consistent with the provisions of this Article.

- 6.6 The KRLS shall only be responsible for insuring property owned by the KRLS. Collections, equipment and other assets owned by local libraries will not be insured by the KRLS.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD

- 7.1 The Board shall have the exclusive authority to determine library services to be provided under this agreement. The Board may hire such staff, including the employment of a Regional Library Director, as it sees fit.
- 7.2 The Board shall adopt and follow such by-laws as may be appropriate and consistent with this agreement and law. By-laws shall be adopted by and amended by a 2/3 majority of the Board.
- 7.3 Any additional rules concerning the financing of the KRLS and the disbursement of funds may be adopted by the Board providing they are not inconsistent with the provisions contained in this agreement or state statutes.
- 7.4 The fiscal year of the KRLS shall be January 1 through December 31.
- 7.5 The Board may enter into service agreements to provide entities within the region eligible for County levy funding that meet the definition of public library, but are not signatories to this agreement, library services for an equitable fee.
- 7.6 The Board may enter into such contracts, leases and or agreements whenever the Board shall deem such action to be advisable. The Board may take such actions that it deems are necessary and incidental to the implementation of the purposes of this agreement.

ARTICLE VIII

RIGHT TO WITHDRAW

- 8.1 If any signatory wishes to withdraw from this agreement, written notice to the Board must be received by July 1 the year prior to the end of the fiscal year in which the withdrawal is finalized, providing at least 18 months for the withdrawal process.
- 8.2 Withdrawal must occur at the close of the KRLS's fiscal year or by mutual agreement between the Board and the withdrawing party.

- 8.3 If any party exercises its right to withdraw, this agreement shall remain in full force and effect between the remaining parties. The withdrawing party shall retain title to any and all assets which it has been assigned by or provided to it by the KRLS including all fixed assets on the premises at the time of notification of withdrawal.
- 8.4 All system-owned assets which have not been permanently assigned to the withdrawing party shall be divided among the parties by a plan voted for by the Board
- 8.5 Transfer of assets following withdrawal shall follow Minnesota Rules 3530.0200 Subp.4 (C)

ARTICLE IX

DISPUTE RESOLUTION

- 9.2 Unresolved disagreements in interpretations of this agreement shall be resolved by engaging the services of a mediator at such time that informal negotiations between the parties have failed to resolve the issues.
- 9.2 In the event that the parties are unable to resolve their differences through mediation, the parties shall submit the matter to an arbitrator at such time that the Board determines that the parties have reached an impasse in negotiations to resolve the dispute. The decision of the arbitrator shall be final. In rendering the decision, the arbitrator shall determine whether the costs of arbitration services shall be paid by the KRLS or by the other party in the disagreement or split equally between the parties.

ARTICLE X

PROCEDURE TO JOIN REGIONAL LIBRARY

- 10.1 If a city or county wishes to join the KRLS as a signatory member, it may make written application to the Board no later than July 1 the year prior to membership beginning effective January 1. The applicant library must meet the definition of a public library set forth in state law to be eligible.
- 10.2 Membership shall be authorized upon majority vote of the full membership of the Board. The Board shall have the sole discretion to approve the application.

ARTICLE X

INDEMNIFICATION AND HOLD HARMLESS

- 11.1 The KRLS shall be considered a separate and distinct public entity that 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.
- 11.2 The KRLS shall fully defend, indemnify and hold harmless the signatory members and Board Members against all claims, losses, liability, suits, judgments, costs and expenses by reasons of the action or inaction of the employees or agents of the KRLS. This agreement to indemnify and hold harmless does not constitute a waiver by any Party of limitations on liability under Minnesota Statutes section 466.04.
- 11.3 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, all as set forth in Minnesota Statutes section 471.59, subdivision 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.
- 11.4 The Parties to this Agreement are not liable for the acts or omissions of the other Party to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Party.

ARTICLE XII

TERM OF AGREEMENT

- 12.1 The effective date of this agreement is the 1st day of January 2010.
- 12.2 Amendments or revisions of this agreement will be considered upon written request from a signatory to the Board.
- 12.3 This agreement may be amended only by agreement of all parties to it.
- 12.4 This agreement shall continue in full force and effect until rescinded by all of the signatories to this agreement.
- 12.5 Upon withdrawal by any party, if lawful and permitted by this agreement, any such rescission shall not serve to abrogate this agreement as to the remaining parties to this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties by the authority in them vested.

Name of City or County

City Mayor or County Board Chair

City Clerk or Manager or County Administrator/Coordinator/Auditor

Kitchigami Regional Library System Board President

Date

Kitchigami Regional Library System Board Secretary

Date

RRM#136547