



AGREEMENT

WHEREAS, The Board of County Commissioners of Aitkin County, Minnesota; and the Board of County Commissioners of Chisago County, Minnesota; and the Board of County Commissioners of Isanti County, Minnesota; and the Board of County Commissioners of Kanabec County, Minnesota; and the Board of County Commissioners of Mille Lacs County, Minnesota; and the Board of County Commissioners of Pine County, Minnesota; have each officially acted to establish public library service in their respective counties and provided for the financial support for such service; and ,

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

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

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

NOW THEREFORE, We the undersigned, representing

The counties of Aitkin, Chisago, Isanti, Kanabec, Mille Lacs, and Pine acting through their respective Boards of Commissioners do hereby enter into the following AGREEMENT with the full intent of establishing, strengthening and improving public library services in all the areas to which we are responsible and do hereby agree as follows:

I

PURPOSE:

It is the purpose of this AGREEMENT to maintain, strengthen and improve public library services in said Counties by maintaining a regional public library system to be known as East Central Regional Library, and combining its operations with such existing public libraries in the said counties as may wish to join.

THE JOINT LIBRARY BOARD:

1. This purpose shall be accomplished through a Joint Library Board. For the purposes of governing the joint library services there shall continue in existence a library board, to be known as the East Central Regional Library Board of Trustees, to govern the library services as a single library system.
2. Said Joint Library Board shall be constituted and appointed in the following manner:

There shall be eighteen (18) members; three (3) of whom shall be Appointed by the Board of County Commissioners of Aitkin County, Minnesota; and three (3) of whom shall be appointed by the Board of County Commissioners of Chisago County, Minnesota; and three (3) of whom shall be appointed by the Board of County Commissioners of Isanti County, Minnesota; and three (3) of whom shall be appointed by the Board of County Commissioners of Kanabec County, Minnesota; and three (3) of whom shall be appointed by the Board of County Commissioners of Mille Lacs County, Minnesota; and three (3) of whom shall be appointed by the Board of County Commissioners of Pine County, Minnesota.

The term of these members is three years and each shall serve until his successor is appointed and qualified. Terms of members shall be staggered with one (1) member appointed each year from each county. No appointee shall be eligible to serve more than three (3) 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 (1) year. Not more than one (1) county commissioner from each county shall be a member. Members shall be residents of the county making the appointment.

3. Said Joint Library Board shall have all powers and duties provided for county library boards as specified in Minnesota Statutes, Section 134.09, 134.10, 134.11 and 134.12 and as one Board shall administer the library services as a single library system.
4. Upon organization of the Joint Library Board, officers shall be elected who shall function according to currently approved or subsequently amended bylaws. The bylaws of the Joint Library Board shall set forth the meeting times and 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.

II

FINANCING AND DISBURSEMENT OF FUNDS:

1. A general operating budget shall be established annually and maintained as a single budget. Said budget shall be arrived at by consultation between members of the Joint Library Board, and shall be filed by the Joint Library Board with the County Auditors

or Coordinators of said counties. The amount required to implement said budget shall be approved by each member county. The total amount budgeted shall then be prorated in equitable shares among the member counties according to the following formula:

Tax capacity	1/3
Population	1/3
Borrower circulation, by county of residence	1/3

beginning with the 2011 budget. When two thirds of the current members have approved the budget, it shall be considered implemented by the East Central Regional Library Board. Should any member approve lower than its required share of the approved budget, library service to that member shall be reduced correspondingly, so as not to restrict development of library services in the remaining member counties. The method of said limitation shall be arrived at by consultation between members of the Joint Library Board. Authorization of funds by member counties will at least meet the minimum state-federal requirements for securing available state-federal grants.

2. Each county's appropriation shall be paid in equal installments to the regional public library system on or before January 15 and July 15 of each calendar year.
3. When and as the funds to be credited to the library fund from federal, state, or private sources become available then the said funds, shall be paid into the joint library fund administered by the Treasurer of the Joint Library Board.
4. All operating expenses for library service shall be proper charges against the operation and maintenance of said library, including, but not being limited to, all salaries and wages of personnel, cost of maintenance, 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 as determined by the Joint Library Board.
5. Any and all disbursements from said joint library fund shall be made by check-warrant which shall become a negotiable instrument when signed by duly authorized agents of the Joint Library Board, in accordance with currently approved or subsequently amended bylaws. Personnel shall be paid according to current payroll procedures after, in the first instance, the Joint Library Board has duly adopted a resolution authorizing the same and fixing the amount of said salaries and wages.
6. Said Joint Library Board shall 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 capital improvement projects.
7. Any further rules and regulations concerning financing and disbursements of funds may be adopted by the Joint Library Board by resolution, not inconsistent herewith.
8. The East Central Regional Library System will annually have their financial records audited by an accredited accounting firm. A copy of the audit will be filed with the Clerk of each County Commission. All of the funds available to the Joint Library

Board and examined in the audit will be considered by the Joint Library Board and the member County Commissions in determining the Library's annual budget.

III

PROVISION FOR TERMINATION:

1. This AGREEMENT shall continue in force until rescinded by action of all of its parties by mutual written agreement, or in accordance with the terms of section III of this agreement.
2. Any party which is current in its payments to the library fund may withdraw from this agreement under either of the following provisions; a) by giving notice in writing to the County Commission representing the other parties and the Chair of the East Central Regional Library Board of Trustees at least six (6) months prior to the beginning of the next budget year. b) by mutual written agreement of the parties.
3. Should any party to this AGREEMENT fail to comply with the minimum state and federal requirements for securing state and federal grants this shall constitute withdrawal from the AGREEMENT.
4. In the event of termination of the regional library system, each party shall retain title to any and all original assets which it may have held at the time of the effective date of participation in the regional library and which have not been replaced in the usual course of business because of age or condition. All other assets, including books and other library materials, shall be divided among the parties on the basis of each county's respective proportion of the financial support provided by its respective library fund for the previous five (5) years.
5. In the event of withdrawal from the regional library system of any county party to this agreement, its due share of assets shall remain with the regional library system except each party shall retain title to all original assets which it may have held at the time of the effective date of participation in the regional library, and which have not been replaced in the usual course of business because of age or condition.
6. Notwithstanding the terms of paragraphs four (4) and five (5) above, any asset acquired through the use of state and federal grant funds shall be disposed of upon termination or withdrawal in accordance with the terms of any grant agreements required as a condition for the receipt of such grants.
7. Any party which has withdrawn from this agreement under the provisions of the above paragraphs may petition to rejoin the system. Such re-affiliation will be

subject to the limitations of this agreement, appropriate Minnesota Statutes, and such reasonable conditions as are established by the East Central Regional Library Board of Trustees.

IV

INDEMNIFICATION AND HOLD HARMLESS

1. Applicability: The East Central Regional Library 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. East Central Regional Library 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.
2. Indemnification and Hold Harmless: The East Central Regional Library 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 the agents of the East Central Regional Library. 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.
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 purpose 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.

V

OTHER PROVISIONS:

1. Said Joint 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 attention and service, and that in all areas to which the Joint Library Board is responsible the services shall be encouraged to grow along with all other services of the library system, and that the public library system should be organized and administered in a manner which qualifies said library to receive state and 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. This AGREEMENT shall be reviewed by the East Central Regional Library Board of Trustees at its first meeting in each even-numbered year beginning in 1988 in order to insure compliance with all provisions on a continual basis.
3. This AGREEMENT shall become effective on the 1st day of January, 2011, and it shall supersede all previous agreements among the parties with respect to library service.

VI

APPROVAL AND EXECUTION:

1. This AGREEMENT shall be executed by
 - The Chairman and County Administrator on behalf of the Aitkin County Board of Commissioners; and
 - The Chairman and County Administrator on behalf of the Chisago County Board of Commissioners; and
 - The Chairman and County Administrator on behalf of the Isanti County Board of Commissioners; and
 - The Chairman and County Coordinator on behalf of the Kanabec County Board of Commissioners; and
 - The Chairman and County Administrator on behalf of the Mille Lacs County Board of Commissioners; and
 - The Chairman and County Coordinator on behalf of the Pine County Board of Commissioners.

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

BOARD OF COUNTY COMMISSIONERS, AITKIN COUNTY, MINNESOTA By:

Chairman Administrator Date

BOARD OF COUNTY COMMISSIONERS, CHISAGO COUNTY, MINNESOTA By:

Chairman Administrator Date

BOARD OF COUNTY COMMISSIONERS, ISANTI COUNTY, MINNESOTA By:

Chairman Administrator Date

BOARD OF COUNTY COMMISSIONERS, KANABEC COUNTY, MINNESOTA By:

Chairman Coordinator Date

BOARD OF COUNTY COMMISSIONERS, MILLE LACS COUNTY, MINNESOTA By:

Chairman Administrator Date

BOARD OF COUNTY COMMISSIONERS, PINE COUNTY, MINNESOTA By:

Chairman Coordinator Date