

JOINT AGREEMENT OF GOVERNMENTAL POWERS ESTABLISHING A JOINT
SCHOOL/COMMUNITY LIBRARY

This agreement is made and entered into this ___ day of _____, 2010, by and between the City of White, a municipal corporation, hereafter referred to as "City" and the Deubrook Area School District #05-6 of Brookings and Deuel County, South Dakota, hereafter referred to as "School".

WHEREAS, the parties to this agreement are public agencies as defined by SDCL 1-24-1; and

WHEREAS, the City is presently providing a community library, established in accordance with SDCL 14-2-29(1) and 14-2-29(3), in White, South Dakota, currently located in the school library and

WHEREAS, the School is presently providing a K-12 library at its school attendance centers in White, Toronto, and Norfeld Colony South Dakota; and

WHEREAS, the parties desire to provide more extensive library services, including expanded availability of resources and increased hours of service to their respective residents; to endeavor to increase the educational opportunities for all of the residents of the community of Deubrook Area, including children, students and adults, and to encourage the use of library facilities by all members of the community; and

WHEREAS, the parties desire to enter into an agreement for the joint exercise of power pursuant to SDCL 1-24 and SDCL 14-2-29(3), as amended, to establish a joint school/community library in White, South Dakota; and

WHEREAS, in consideration of mutual covenants, the parties agree as follows:

1. TERM:

This agreement shall continue in full force and effect and may be reviewed and updated every five years.

2. PURPOSE:

The purpose of this agreement is to continue joint operation of a school/community library in Deubrook Area School, Brookings and Deuel County

3. BOARD OF SCHOOL/COMMUNITY LIBRARY TRUSTEES:

A board of school/community trustees shall be appointed by the respective parties to oversee the operation of the joint library. The initial board shall consist of nine trustees, four representing the School, three representing the City of White and two representing the City of Toronto.

- a) Method of Selection and Duration of Term: One trustee shall be a duly elected member of the City Council of the City of White, One trustee shall be a duly elected member of the City Council of the City of Toronto and one trustee shall be a duly elected member of the School Board. Each shall serve a one-year term. The Mayor of the City of White shall appoint the City Council member, the Mayor of the City of Toronto shall appoint the City Council member and the President of the School Board shall appoint the school board member. In addition, the City Council of White shall select and appoint two members to the board of trustees and the City Council of Toronto shall select and appoint one member to the board of trustees, who will each serve three-year terms. These members shall be selected from the residents of the city and may not be members of the City Council. Two members of the board of trustees shall be selected by the School Board, who will each serve three year terms. They shall be selected from residents of the School District and may not be members of the School Board. Each trustee shall serve until his or her successor has been appointed and qualified.
- b) Length of Term:
Six trustees for three year terms.
Three trustees for one year terms. (These are the school board and city council members.)
Each trustee may serve unlimited consecutive terms.

In the event of a vacancy on the board of trustees, a successor shall be appointed, and shall serve the duration of the unexpired term of the absenting trustee.

- c) Powers of Trustees: The board of library trustees may:
- 1) Accept any gift, grant, devise or bequest made or offered by any person, private agency, agency of state government, the federal government or any of its agencies, for library purposes. Each donation shall be administered in accordance with the terms;
 - 2) Promote fundraising efforts on behalf of the board and to promote the goodwill of the combined library including the coordination of yearly fundraising activities to supplement and provide for new library programs to the residents of the community and school district; and
 - 3) Develop short-term and long-term planning goals for the library which could include suggestions for improvements of the library facilities, the budget, new acquisitions of books, periodicals, equipment, fixtures, etc. to the City Council and School Board.

Duties of Trustees: The board of library trustees shall:

- 1) Prepare a budget request and a final budget within the funds approved.

- 2) Prepare and submit a school library report and community library report to the State of South Dakota (SDCL 14-2-40(6)) on such forms as may be provided by the State Library.
- 3) Adopt bylaws for the conduct of their business and adopt policies for the selection of library materials, the governance of the library, and the use of public library services and materials.
- 4) Meet at least once during each quarter of the year.

4. LIBRARIANS:

It is intended that the joint library shall be supervised by two librarians, one being the School Librarian and the other being the Community Librarian. Each of these librarians shall be responsible for the operation of their respective portions of the combined library, and shall be accountable to their respective public agencies. They will cooperate and coordinate with each other to best utilize available funds and provide the most beneficial service to patrons. It is understood that the respective librarians shall be and remain an employee of their respective public agencies.

- a) Duties of Librarians: The librarians of the combined library shall serve as non-voting, ex-officio members of the board of library trustees and shall provide such information to the board concerning the operations of the combined library as may from time to time be requested. In addition, the librarians shall have such duties as may from time to time be delegated to them by the board of trustees and carry out any activities authorized by law that the board of trustees consider appropriate in the development, improvement, and provision of library services. The community librarian shall serve as secretary of the board of trustees.

5. OWNERSHIP OF LIBRARY MATERIALS AND EQUIPMENT:

Each of the parties shall retain ownership of their respective books, periodicals, equipment, and other items used in the operation of their libraries.

6. PURCHASE OF NEW MATERIALS:

Each of the parties shall be responsible for the on-going purchase of new and replacement books, periodicals, equipment and other items used in the operation of the joint library within the respective budgetary guidelines as established by the governing bodies of the respective parties. It is understood that the school, through its librarian, will follow its normal procedures in purchasing new and replacement materials, subject to final school board approval and purchase. The community librarian shall select and purchase new and replacement books, periodicals, equipment and other items to be used in the joint library. The community library is issued an annual amount of funds from the City Finance Offices and other government agencies, which is deposited into a Checking Account for dispersal to the Community Library to provide materials and services to the community library. Furthermore, the purchase of the South Dakota Library Network remote membership will be purchased by the school library.

7. GIFTS:

In the event that any funds are received by the board of trustees, these funds shall be utilized and expended as determined and directed by the board of trustees and within the terms of the grant, gift, or bequest (SDCL 14-2-41 (1)). Any library books, periodicals, equipment and other items purchased shall become the property of the joint library.

8. FISCAL OPERATION OF THE LIBRARY:

The School shall be responsible for the day-to-day operating expenses of the library including utilities, janitorial service, maintenance, snow removal, and any other expenses in connection with the operations of the joint library. The school shall pay all bills incurred as part of the library relating to school services and the Community Library Board shall pay all bills related to community library services.

9. INSURANCE:

The parties hereto agree to obtain insurance as follows:

- a) Building: The School shall carry fire, wind, and extended insurance against loss or damage by the elements on the library structure. Said insurance policy or policies shall be in an amount sufficient to reasonably replace the library portion of the school facility. In the event that any payments are made for a loss under said insurance policy or policies, the school agrees to apply and contribute the proceeds to rebuild, repair or replace any such structure or improvement, which was so insured.
- b) Contents: The school shall maintain an insurance policy or policies as it deems appropriate or as may from time to time be required by applicable law insuring the contents of the structure.
- c) Liability: The School shall maintain such public liability insurance policy or policies as it deems appropriate or as may from time to time be required by applicable law. The cost of said insurance shall be borne by the school.

10. SUCCESSOR IN INTEREST:

In the event that the School shall dissolve or shall merge with another school district, then all of the rights and obligations as set forth in this contract shall be binding upon and succeed to the successor school district.

11. TERMINATION:

Upon the termination of this agreement, each of the respective public agencies shall retain ownership of such books, periodicals, equipment, and other items used in the operation of their portion of the library. In the event that either of the public agencies chooses not to continue to provide library services, then the discontinuing agency shall offer to the continuing agency the right to buy its portion of the library contents on such terms and conditions as may be agreed upon by the parties.

12. CHOICE OF LAW:

This agreement shall be governed by and constructed in accordance with the laws of the State of South Dakota.

13. MODIFICATION:

This agreement may be modified by the parties involved. Said modifications shall be effective when approved by each of the respective public agencies and the State Library, and any changes or modifications shall be in writing and attached as an addendum to this agreement.

14. SEVERABILITY:

This Joint Powers Agreement Establishing a Joint School/Community Library embodies the entire agreement between the parties. If any provision is determined to be invalid, it shall be considered deleted and shall invalidate the remaining provisions.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this contract to be duly executed in duplicate and acknowledge receipt of an executed original thereof.

DEUBROOK AREA SCHOOL DISTRICT 5-3
BROOKINGS-DEUEL COUNTY
SOUTH DAKOTA

Sheryl Brown, Finance Officer

Kristine Andrews, Business Manager

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