

# Library Branch Agreement

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Princeton, a municipal corporation, hereinafter collectively referred to as "CITY," and East Central Regional Library, a public regional library system established under Minnesota Statutes, hereinafter referred to as "ECRL."

WHEREAS, the Princeton City Council, by written action, has established a branch library of the East Central Regional Library System in the City of Princeton.

NOW, THEREFORE, the parties hereto wish to commit in writing the terms and conditions under which the CITY will be affiliated with ECRL, and in consideration of the premises, the parties do hereby agree as follows.

1. **SERVICES.** Throughout the term of this agreement ECRL agrees to provide basic system services as defined in Minnesota Statute 134.001, Subdivision 5. These services shall include, but shall not be limited to, communication among parties, resource sharing, delivery of materials, reciprocal borrowing, and cooperative reference service. In addition, the following specific services shall be provided:
  - A. Determination and development of services to be provided with input from citizens of the communities.
  - B. Development and carrying out of all library policies. ECRL maintains uniform policies for all library services, and to minimize confusion, no individual policies for the Princeton location will be maintained.
  - C. ECRL administrative staff determines hours of service with input from local residents. ECRL will provide staffing for a minimum of 20 open hours per week or the minimum number of hours necessary to qualify for Regional Library Telecommunication Aid.
  - D. The ECRL staff is responsible for selection of library materials for all ECRL libraries. All materials purchased for any library are to be ordered through ECRL regardless of the source of funds. Local citizens are encouraged to make suggestions for collection development and ECRL staff will evaluate those recommendations utilizing the library's Collection Development Policy. Gift materials, monetary donations, and equipment will be accepted under the provisions of ECRL policies.
  - E. Personnel administration: ECRL is responsible for the selection, training and employment of all branch personnel. The ECRL Board is responsible for maintaining a region-wide pay schedule and personnel policy for all ECRL personnel. All decisions relating to promotion, demotion, hiring or termination are the responsibility of ECRL.
  - F. ECRL will insure all building contents, including materials, which are owned by ECRL.
  - G. Miscellaneous services: telephone service, delivery service, purchase of essential operating supplies and all other responsibilities not directly associated with the provision and maintenance of physical facilities. Services beyond established ECRL base-level services as defined in Exhibit B will be the responsibility of the CITY.
  - H. Automation equipment, software and licenses required to perform assigned ECRL functions.

ECRL maintains a centralized integrated library automation system and is a MnLINK participant. Computers are to be used for library purposes only. No hardware or software can be added to any ECRL computer without the authorization of library administration.

- I. All library Internet access will be provided through ECRL, to assure compliance with the state and federal regulations and funding requirements. ECRL will provide an Internet connection to operate the ECRL- sponsored integrated library system as well as public computing stations and public wireless services.
2. **EQUIPMENT AND FURNISHINGS.** In connection with the location of a branch library in the City of Princeton, the City of Princeton will provide appropriate equipment and furnishings for the library as determined by ECRL and CITY. City-owned equipment is outlined in Exhibit A. It is the understanding of the parties hereto that the title to the said equipment and furnishings will remain with the CITY throughout the term of this agreement. If during the term of the agreement the equipment and furnishings shall be deemed to be obsolete or shall need replacing, then the original furnishings and equipment shall be returned to the City of Princeton for sale or other disposition. In the event that the equipment provided by the City of Princeton becomes inadequate for the provision of library service, the CITY shall have one (1) year or a time frame established through mutual agreement of both the CITY and ECRL to provide an acceptable plan for replacement of equipment before this agreement may be terminated.
3. **LIBRARY FACILITY.** Throughout the term of this agreement, the City of Princeton will provide a facility to serve as the location of the ECRL branch library.

All costs associated with operation and upkeep of the building including, but not limited to custodial services, utilities, insurance, and building maintenance will be paid for by the CITY without offset or reimbursement to or from the ECRL funds or appropriations. The CITY, its employees and agents, will be allowed to access the said building in order to provide janitorial services and maintain the building. Janitorial and trash removal services will be provided at least weekly, more frequently for larger facilities or facilities that are open five or more days per week. See Schedule A for agreed upon service levels. The CITY will make necessary arrangement to provide for all necessary maintenance and repair of the buildings and grounds including, but not limited to, raking, lawn mowing and timely snow removal. The facility needs to meet the following requirements:

- Adequate air conditioning and heating.
  - Adequate space to meet its service, operation and storage needs.
  - Complies with local or state ADA parking requirements, whichever is greater.
  - Complies with federal, state and local restroom requirements.
  - Has an exterior book drop in a well-lit area. If the book drop empties into the interior of the library, it must meet state fire code regulations.
  - New buildings or facility remodels of the library will be done with mutual agreement of both ECRL and the CITY.
  - Meet uniform building code, pass ECRL safety audit standards and meet library insurance carrier requirements.
  - Complies with ECRL policies and includes ECRL branding for building identification and internal signage.
  - Interior space is well maintained to reasonable standards and presents a modern, fresh and clean appearance including walls, paint, wiring and flooring.
4. **ADDITIONAL CITY RESPONSIBILITIES.** In connection with the operation of a branch in the City of Princeton, the CITY shall be responsible for the following:

- A. The host location must meet state maintenance of effort requirements throughout the term of this agreement. Libraries must receive financial support sufficient to qualify for state and federal aid;
  - B. Development and interpretation of policies related to meeting room use that comply with ECRL policy as detailed in Exhibit B (if applicable);
  - C. Support of special programming by providing space for discussion groups, lectures, art exhibits and children's programming, etc.;
  - D. Support for provision of adequate funding for regional library service programs with local, state, and federal authority;
  - E. Development of additional local funding (taxes, gifts, etc.) for supplementary equipment and facilities; and
  - F. Approval of ECRL Behavior Policy as detailed in Exhibit B; this will be enforced by the City or County Law Enforcement. Additional "Rules of Behavior" of the site (if necessary) must be approved by ECRL.
  - G. Libraries must abide by the policies established by the ECRL Board of Trustees.
5. **FIRE AND EXTENDED COVERAGE INSURANCE.** CITY at its sole cost and expense, shall keep the building and all improvements appurtenant thereto, and all fixtures and equipment therein, insured for the benefit of the CITY against loss or damage by fire and against such other risks as are or shall be customarily covered with respect to buildings similar in construction, general location, use, and occupancy including, but not limited to, windstorm, hail, explosion, vandalism, riot and civil commotion, damage from vehicles, smoke damage, and such other damage as may be deemed necessary by the CITY.
6. **PERSONAL PROPERTY INSURANCE.** ECRL shall maintain insurance coverage upon all personal property owned by ECRL including library materials and equipment. The CITY shall maintain insurance coverage upon all other personal property owned by CITY.
7. **GIFTS AND ENDOWMENTS.** After the execution of this agreement, all property, except library materials and equipment, given, granted, conveyed, donated, devised, or bequeathed to, or otherwise acquired by the CITY shall vest in, and be held in the name of the City of Princeton. All library materials and equipment so acquired by the CITY will be handled in accordance with the provisions of ECRL policy.
8. **EMPLOYEES.** ECRL will employ such individuals as it deems appropriate to provide the necessary library services associated with operating the branch library. The salary, employment schedule and job description for all employees will be established by ECRL. Any employees will serve under the terms of the ECRL Personnel Rules and Policies.
9. **TERMINATION OF AGREEMENT.** This Agreement shall remain in full force and effect until terminated by either party, by providing written notice of resignation at least three (3) full calendar months prior to the end of the calendar year. If a party fails to fulfill its obligations under this Agreement in a proper and timely manner, or otherwise violates the terms of this Agreement, the other party has the right to terminate this Agreement.

The ECRL Board of Trustees, at a regular meeting, by a two-thirds (2/3) vote of those present and

voting (assuming a quorum), may terminate the operations of any library in violation of any requirements of this agreement, provided that notice of such meeting shall specifically state that such termination shall be one of the items of business to be considered at the meeting.

If the agreement is terminated, the CITY agrees to:

- A. Allow ECRL staff and Internet service provider to remove all telecommunications equipment owned by ECRL but located on site.
- B. Return all materials, equipment or other items received from ECRL for which the ownership has not been transferred whether owned by ECRL or by other persons or facilities.

Cities terminating the agreement cannot re-apply for services until a minimum of three years has passed from the date of termination.

Upon termination of this Agreement by ECRL, CITY shall be relieved of any further obligations to ECRL. Termination does not relieve the CITY of any current obligations to ECRL. Cities that terminate services can make no future claims against ECRL.

Upon termination of this Agreement by either party, the operation of the branch library will cease. Each party will be responsible for removing its property from the facility. ECRL will remove its property from the branch facility within 30 days of the closing of the branch location.

10. **NOTICES.** All communications and notices required to be given or served hereunder shall be in writing and shall be deemed to have been duly given or served if delivered in person or deposited in the United States Mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to a party to this agreement at the address hereafter stated:

Executive Director  
East Central Regional Library  
111 Dellwood St. N  
Cambridge, MN 55008

City Administrator  
City of Princeton  
705 Second Street North  
Princeton, MN 55371

11. **BINDING EFFECT.** This agreement shall be binding on and shall inure to the benefit of the parties hereto and to their assigns and successors in interest.
12. **AMENDMENT, MODIFICATION, AND WAIVER.** No amendment, modification, or waiver of any condition, provision, or term hereof shall be valid or of any effect unless made in writing, signed by parties hereto and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.
13. **SEVERABLE PROVISIONS.** Each provision, section, sentence, clause, phrase, and work of this agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or work hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the agreement.
14. **MINNESOTA LAW.** This agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

15. **ASSIGNMENT.** Neither party may assign its interest hereunder without the express written consent of the other party.
16. **INDEMNIFICATION.** ECRL and the CITY mutually agree to defend, indemnify and hold each other, its officials, officers, employees and agents harmless from any claims, demands, actions or causes of action, (including reasonable attorney's fees and expenses), arising out of any act or omission arising from their own negligent acts, its subcontractors, agents or employees in the performance of, or with relation to, any of the work or services to be performed or furnished by ECRL or the CITY under this Agreement.
17. **MEDIATION.** By mutual agreement of the parties, any claim or controversy arising out of or relating to this agreement or the breach thereof may be settled by mediation. This shall not be construed to prevent any party from seeking legal redress to enforce the provisions of this agreement.

**IN WITNESS WHEREOF,** the parties have caused this agreement to be executed the day and year first above written.

**CITY OF PRINCETON**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator

**EAST CENTRAL REGIONAL LIBRARY**

\_\_\_\_\_  
Library Executive Director

\_\_\_\_\_  
President, ECRL Board of Trustees

\_\_\_\_\_  
Secretary, ECRL Board of Trustees

## Schedule A – Cleaning Agreement

Cleaning schedule: Monday, Wednesday, and Friday after the facility is closed.

Tasks:

Location	Daily	Weekly
Office Area	<ul style="list-style-type: none"> <li>• Dump all garbage</li> <li>• Dust all horizontal ledges as needed</li> <li>• Wipe down coffee area</li> <li>• Wipe down conference tables, dust underneath as needed</li> <li>• Vacuum carpeted areas</li> <li>• Mop hard surface floors</li> <li>• Dry and clean Drinking Fountain using Stainless Steel Cleaner or Bar Keepers</li> </ul>	<ul style="list-style-type: none"> <li>• Edge Vacuum carpeted areas</li> <li>• Dust cobwebs in ceiling corners and behind doors</li> <li>• Dust entire chairs</li> </ul>
Lunch Room	<ul style="list-style-type: none"> <li>• Dump garbage</li> <li>• Clean counter and sink area</li> <li>• Clean table tops and chairs</li> <li>• Clean microwave inside and out</li> <li>• Vacuum or mop floors</li> </ul>	<ul style="list-style-type: none"> <li>• Scour sink</li> </ul>
Entry	<ul style="list-style-type: none"> <li>• Spot clean fingerprints on glass</li> <li>• Dust window ledges</li> <li>• Mop floors</li> <li>• Vacuum as needed based on outside conditions</li> </ul>	<ul style="list-style-type: none"> <li>• Clean glass on both sides of doors</li> <li>• Lift mats; sweep and mop underneath</li> </ul>
Bathrooms	<ul style="list-style-type: none"> <li>• Clean bowl of urinal/toilet; scrub extra under the rim</li> <li>• Clean outside of urinal/toilet; top to bottom and around floor edge</li> <li>• Clean/wipe down walls around urinal/toilet, handicap bars, and toilet paper dispensers</li> <li>• Clean/wipe down walls by sink and soap dispensers</li> <li>• Clean/wipe down walls under and around paper towel dispensers</li> <li>• Check all dispenser for refill and wipe down</li> <li>• Mop floor; dump water down floor drains</li> <li>• Dump garbage</li> <li>• Dump feminine product garbage in bath stalls</li> <li>• Spot clean bathroom stall walls as needed</li> </ul>	<ul style="list-style-type: none"> <li>• Dust stall wall tops, ceiling vents, &amp; tile wall ledges.</li> </ul> <p><i>Monthly:</i></p> <ul style="list-style-type: none"> <li>• Wipe down bathroom stall walls, top to bottom</li> </ul>
Community Room	<ul style="list-style-type: none"> <li>• When scheduled, empty garbage, wipe down tables, counters, bathrooms</li> </ul>	<ul style="list-style-type: none"> <li>• When scheduled, vacuum</li> </ul>

## **Exhibit A – City-Owned Equipment**

Listing of city-owned assets – chairs, desks, shelving, etc.

DRAFT

## Exhibit B – Related ECRL Policies

### ECRL Acceptable Behavior Policy (approved 8/12/19)

**Scope:** This policy applies to the library building, its surrounding parking lot and sidewalks. In ECRL locations that are co-located with City facilities, the scope of this policy applies only within dedicated library spaces.

**Purpose:** East Central Regional Library encourages the public to use its facilities, materials and services to fulfill their informational, educational and recreational needs. To best serve all library users and staff, certain standards and rules of library behavior have been established to ensure that the library is a safe and welcoming environment for all. Library users are expected to be courteous, considerate and understanding of other users and library staff and respectful of library property and the property of others.

The Library recognizes and welcomes users of differing abilities. Nothing contained in this policy is meant to discourage library use by such individuals. Additionally, users should be advised that different areas of the library have different levels of activity and noise and act accordingly to allow for enjoyment of the library by all.

***In accordance with the above, behavior becomes unacceptable when it interferes with the appropriate use of the library, the safety and security of library users or staff, staff's ability to do their job or when it could result in damage to property.***

The following is not intended to be an exhaustive list.

The library does not allow:

- Any behavior that is disruptive to library use
- Shouting, running, fighting and roughhousing
- Obscene or threatening language
- Verbal or physical harassment of library staff or other users
- Intimidation through stalking or staring
- Use of tobacco products (cigarettes, cigars, pipes, e-cigarettes, chewing tobacco)
- Engaging in sexual and/or obscene acts
- Consumption of alcoholic beverages or controlled substances, or being under the influence in a manner that causes a public disturbance
- Use of sporting equipment inside the library facility
- Sleeping and/or snoring
- Not wearing proper attire, including shirt and shoes

The following policies further address more specific behaviors:

- Animals in the Library Policy
- Unattended Children Policy
- Solicitation Policy
- Photo and Video Policy
- Acceptable Internet Use Policy

**Enforcement:** Enforcement of this policy will be conducted in fair and reasonable manner. Library staff will intervene to stop unacceptable behavior. Failure to comply with the Library's policies or staff directives may result in removal from the library, suspension or revocation of library privileges and/or prosecution to the fullest extent of the law. Staff may tell any user who is in violation of this policy to immediately leave the Library for the day. Failure to leave at staff's direction will be



considered trespassing resulting in notification of law enforcement. Suspensions or revocation of library privileges for periods longer than a day will be made in writing by ECRL Administration.

**Appeals:** Appeals to suspension or revocation of library privileges may be appealed in writing to the Executive Director

**ECRL Community Meeting Room Policy** – Approved 7/13/20

Community Meeting Rooms are provided by East Central Regional Library, in cooperation with the City/County that owns the library facilities, as gathering places for the dissemination and discussion of ideas. Allowed uses may vary based on the owning entity's guidelines. Specifics about costs, hours, occupancy, available technology and the reservation process are found in the appendices. These may be updated without notice as circumstances require.

1. Use of the Community Rooms shall be open to all groups and citizens on an equal and equitable basis. All users of the Community Rooms must provide access to the general public to all meetings at all times. Only groups which allow free and equal access to their meetings will be allowed to use the room.
2. Reservations are available on a first-come, first-served basis. No group has an automatic right to a given date or time on a regular basis. The exceptions to this rule are:
  - a. Meetings or programs which East Central Regional Library sponsors or co-sponsors.
  - b. Meetings of the government agency (City or County) that owns the building.
  - c. All other governmental organizations and agencies are restricted to the regular access policies for the meeting space.
3. For-profit organizations may use the room with the following restrictions:
  - a. No items or services shall be sold in the community room, nor shall orders be taken, or money exchanged in the room.
  - b. For-profit users may be charged rent, payable when the room is booked for all the hours that the room is used, **including set-up time**.
4. The room may be used by religious groups on a free and equitable basis. Religious meetings must allow individuals to attend the meeting and may not ask for offerings or contributions unless the group wishes to rent the room.
5. Library policies for the building as a whole must be followed. Specifically
  - a. There is no tobacco use (smoking, smokeless, or e-cigarette) allowed whatsoever in the building
  - b. Generally, there shall be no meetings for which admission is charged. Exceptions may be made by the owning entity.
  - c. Soliciting is strictly prohibited. Gambling and alcoholic beverages may be allowed provided the user has obtained appropriate licenses and approval from the owning entity.

- d. Animals are not permitted in the library facility. Service animals are permitted in accordance with Minnesota Statute 363A.19 and ECRL's Service Animal Policy. If an animal is part of a program to be presented at the facility, proof of liability insurance must be provided at the time of application.
6. Use of equipment belonging to ECRL may require preapproval and must be left in working order.
7. Renters are responsible for access to the building during those times that they are in the building and the library is closed.
  - a. The outside doors to the library will be locked when the library is not open.
  - b. When meetings begin prior to the library opening, or continue after the library closes, a representative must be present to accept responsibility and remain throughout the meeting.
  - c. Users must provide a representative who will supervise access if additional guests are expected. The exterior door is not to be propped open at any time.
  - d. Renters leaving after the library has closed for the evening shall ensure that the facility is left according to local procedures, and the building is empty before securing the doors.
8. Room users shall be responsible for set-up and general clean-up and orderliness of the room when they are done with meetings, including leaving the kitchen area in an acceptable condition and trash placed in the preferred receptacles. The room must be returned to the original set-up or charges may apply. If additional effort beyond normal cleaning is required, a fee for personnel costs associated with the cleaning may be charged. Users should not affix items to the walls or other surfaces that might cause damage. Any damage or breakage to the meeting room or its furnishings is the financial responsibility of the renting person or organization.
9. ECRL will not be responsible for the care or storage of materials belonging to groups using the Community Room. Equipment or other supplies used by the renting organization must be removed at the conclusion of the meeting or activity unless other arrangements have been made in advance.
10. Nonalcoholic refreshments and snacks may be served during meetings. Groups are responsible for providing all of their own supplies. Kitchen facilities are intended only for serving food. Cooking is not permitted.
11. Showing a movie in library facilities requires a public performance license. Groups wishing to do so must provide proof that they have purchased performance rights for the movie to be shown.
12. Violation of this policy, general and location-specific procedures may result in the denial of future use of the community room.

## **Exhibit C – Facility Map**

Map of facility space provided by the lease.

DRAFT