

**THIRD AMENDED AND RESTATED AGREEMENT  
CREATING METROPOLITAN LIBRARY SERVICE AGENCY**

**Adopted by Members:** 1969  
**Amended by Members:** January 27, 2000  
February 1, 2003  
September 1, 2009

This Third Amended and Restated Agreement ("Agreement") is made and entered into by and among Anoka County, Carver County, Dakota County, Hennepin County, Ramsey County, Scott County, Washington County and the City of St. Paul ("Members") pursuant to Minn. Stat. §§ 471.59 and 134.20.

The Members have determined that the extension and improvement of public library service within the Members' respective jurisdictions can be accomplished by MELSA as authorized and described herein.

In consideration of the mutual promises and benefits that each Member shall derive here from and by the authority granted by Minn. Stat. §§ 471.59 and 134.20, the Members agree to amend the Second Amended and Restated Agreement creating the Metropolitan Library Service Agency by deleting it in its entirety and restating it as follows:

**ARTICLE I**

**PURPOSES**

The Members have executed this Agreement for the general purposes of improving public library services within the jurisdictions of the Members and coordinating public library service in any ways, which the Members deem mutually satisfactory and appropriate. Such coordination may consist of but is not limited to the following activities:

- \* establishing catalogs of materials, such as Union Catalog
- \* establishing communication networks
- \* arranging for interchange of materials and services
- \* reviewing the location of public library services
- \* coordinating the selection of emphasis in materials selection
- \* coordinating the coverage of subject fields

## **ARTICLE II**

### **TERM**

The term of this amended Agreement shall commence on September 1, 2009 and continue in full force and effect until terminated pursuant to Article VIII of this Agreement.

## **ARTICLE III**

### **METROPOLITAN LIBRARY SERVICE AGENCY**

- A. Creation. Composition and Appointing Authority. A joint powers library board, known as the Metropolitan Library Service Agency (MELSA), is established for the purposes contained herein with the powers set forth in this Agreement. The Board of MELSA shall consist of one representative from each Member. The Board of Commissioners of each Member that is a county shall appoint, by resolution, its representative to the Board. The mayor and city council of the City of Saint Paul shall select the City of Saint Paul's representative to the Board. No representative may be an employee of any of the Members' library systems.
- B. Terms. Each representative to the Board shall be appointed for a three-year term and may be appointed to no more than three consecutive terms. A representative may continue to serve until a successor has been appointed pursuant to the provisions of section A above. Removal of any representative with or without cause during the term for which the representative was appointed shall be done only by the appointing authority of the Member.
- C. Vacancies. If an appointment of a representative to the Board is vacated before the end of the term, the vacancy shall be filled by appointment by the same method as identified in section A above for the remainder of the term. A vacancy shall be deemed to have occurred when any of the conditions specified in Minn. Stat. § 351.02 exist or if a representative who is an elected official fails to qualify or act as such official.
- D. President, Vice President, and Secretary/Treasurer. The Board shall elect a President, Vice President, and Secretary/Treasurer from its membership for one-year terms. The President shall preside at all meetings of the Board and shall perform other duties and functions as may be determined by the Board. The Vice President shall preside over meetings of the Board and act as the President in the absence of the President. The Secretary/Treasurer shall preside over meetings of the Board in the absence of the President and Vice President, and act as President in the absence of the President and Vice President.

## **ARTICLE IV**

### **POWERS OF THE BOARD**

- A. The Board shall have all of the powers and duties of city and county library boards as provided in Minn. Stat. §§134.11, 134.12 and 134.13.
- B. The Board shall have the power to adopt and amend such bylaws that it may deem necessary or desirable for the conduct of the business of the Board. Such bylaws shall be consistent with this Agreement and any applicable laws or regulations.
- C. The Board shall have exclusive control of the expenditure of moneys collected for or placed to the credit of the MELSA library fund established pursuant to Article VI, and of interest earned on all moneys collected for or placed to the credit of such library fund.
- D. The Board may provide for the employment, discipline or discharge of personnel required to accomplish the purposes of this Agreement.
- E. The Board may enter into any contract necessary for the exercise of its powers or the fulfillment of its duties, including contracts with library systems within and outside the seven-county metropolitan area.
- F. Consistent with applicable state law, the Board may apply for and accept gifts, grants, or loans of money, other property or assistance from the United States Government, the State of Minnesota, or any person, association or agency for any MELSA purposes; enter into any agreement in connection therewith; and hold, use, and dispose of such money, other property or assistance in accordance with the terms of the gift, grant or loan relating thereto.
- G. The Board may disburse funds in a manner which is consistent with this Agreement and with the method provided by law for the disbursement of funds by the Members.

## **ARTICLE V**

### **RESERVATION OF AUTHORITY**

All responsibilities not specifically set out to be jointly exercised by the Board under this Agreement are hereby reserved to the Members.

## **ARTICLE VI**

### **MELSA LIBRARY FUND**

- A. Establishment. The MELSA library fund is established for the purposes contained herein. It shall include all money collected for or placed to the credit of the MELSA library fund and the interest on all such funds. All money received for the Board, if paid into the treasury of any Member, shall be credited to the MELSA library fund and kept separate from other money of the Member.
- B. Procedures. Money in the MELSA library fund shall be paid out only upon approval by the Board.
- C. Budget. The Board shall adopt an annual budget and shall make it available to all Members and their library boards.
- D. Budget and Accounting Services. The MELSA library fund shall be deposited in such bank or banks as may be determined by the Board in accordance with Minn. Stat. § 11A.
- E. Accountability for Funds. All funds in the MELSA library fund shall be accounted for according to generally accepted accounting principles. The Secretary/Treasurer shall report monthly to the Board on all receipts to and disbursements from the MELSA library fund and shall make it available to all Members and their library boards.

## **ARTICLE VII**

### **INDEMNIFICATION AND HOLD HARMLESS**

- A. Applicability. MELSA 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. MELSA 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.
- B. Indemnification and Hold Harmless. MELSA 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 MELSA. 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.

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.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

## **ARTICLE VIII**

### **WITHDRAWAL AND TERMINATION**

- A. Withdrawal. Any Member may withdraw from this Agreement by giving written notice to the Board at least six (6) months prior to the effective date of withdrawal. In the case of a Member that is a county, notice shall be a certified copy of a resolution of the Board of Commissioners indicating its intent to withdraw from this Agreement. In the case of a Member that is a city, notice shall be a certified copy of a resolution or minutes of the appointing authority indicating its intent to withdraw from this Agreement. Upon receipt of notice, the President shall forward a copy to each Member. In the event of withdrawal, by any Member, this Agreement shall remain in full force and effect as to all remaining Members.
- B. Effect of Withdrawal. Withdrawal by any Member shall not terminate this Agreement except as provided in Article VIII, section C.
- C. Termination. This Agreement shall terminate upon the occurrence of any one of the following events:
1. When enough Members withdraw pursuant to Section A so that, in the judgment of the Board, it becomes impractical to continue.
  2. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction.
  3. When a majority of Members agree to terminate the Agreement.
- D. Effect of Termination. Termination shall not discharge any liability incurred by the Board or by the Members during the term of this Agreement. Upon a decision to terminate pursuant to Section C, and prior to the effective date of termination, the Board shall wind up its business, including the prosecution and defense of any claims. Property or surplus money held by the Board shall then be distributed to the Members in proportion to contributions of the Members or as required by law. The Board shall approve a final report of its activities and affairs prior to the effective date of termination.

## **ARTICLE IX**

### **MISCELLANEOUS**

- A. Amendments. This Agreement may be amended only by unanimous written Agreement of the Members.
- B. Records, Accounts and Reports. The Board shall establish and maintain such funds and accounts as may be required by good accounting practices. The books and records of the Board shall be subject to the provisions of Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) and Minn. Stat. § 16C.05, subd. 5.
- C. The Board shall obtain liability, property and other appropriate insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this Agreement.
- D. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- E. The Board may adopt bylaws for the governance and conduct of the business of the organization.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the date(s) indicated below.

**County of Hennepin**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_