

SELCO – RICE COUNTY AGREEMENT FOR LIBRARY SERVICE

This Agreement made and entered into effective, by and among Southeastern Libraries Cooperating, a non-profit corporation as organized under Minnesota Statutes 317A, also designated as a regional public library system as recognized in Minnesota Statutes 134.20 (hereinafter referred to as "SELCO"), the County of Rice, State of Minnesota (hereinafter referred to as the "County") and the Cities of Faribault, Lonsdale and Northfield operating public libraries established under Minnesota Statutes 134.08, Subd. 3 (hereinafter referred to as the "Libraries").

RECITALS:

- A. The State of Minnesota requires the County, pursuant to the provisions of Minnesota Statutes 134.34 and 134.341 to participate in a regional public library system, as assigned by the Minnesota Department of Education.
- B. SELCO is a regional public library system created pursuant to Minnesota statutes and is designated to serve the County.
- C. SELCO and the Libraries have the authority and responsibility to determine library services to be provided to the County's residents, as per this agreement.
- D. SELCO, the County and the Libraries wish to set forth their relative responsibilities in connection with their relationship under Minnesota statutes. All parties shall provide employment and services to all people without discrimination and shall comply with all federal, state, and local laws, or ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on the basis of race, color, creed, religion, national origin, sex, marital status, or status with regard to public assistance, disability, sexual orientation, or age.
- E. The Board of Commissioners of the County has the continuing authority and responsibility to determine how to distribute the County property tax dollars, a portion of which is to pay for public library services.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. The County will participate in SELCO.
- 2. The County will levy and collect funds on lands not otherwise taxed for library services for the support of library services in the County in accordance with Minnesota Statutes 134.34.
- 3. The County agrees to provide funding to the Libraries at levels determined through negotiation.
- 4. The Libraries and SELCO shall provide library service to the residents of the County at no additional fee beyond those imposed on all library users. By way of illustration, these services may include:
 - a. Onsite use of all library materials, equipment and resources, including public access Internet computers;
 - b. Onsite and remote access to licensed online electronic resources;
 - c. Checkout/circulation privileges for all circulating materials. These may include, but are not necessarily limited to, such items as books, audio and video media, and magazines;
 - d. Walk-in privileges at Minnesota public libraries;
 - e. Interlibrary loan service, accessing items in the 11 county area, as well as statewide access to MnLINK;
 - f. Access to children's services including school visits, pre-school storytimes and summer library programs;
 - g. Onsite reference service;
 - h. Ease of return – check out material from any library and return to any SELCO library;
 - i. Programs for various age groups; and

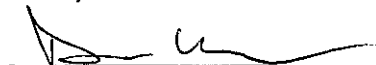
- j. Commitment to cooperate with other community groups.
5. The County shall process quarterly equal payments for distribution to the Libraries.
 6. SELCO shall collect necessary data from the County and the Libraries to report to the Minnesota Department of Education by July 1 of each year. The Commissioner of Education will certify to the County and the Libraries the minimum level of support required by Minnesota Statutes 134.34.
 7. The Libraries agree to provide the County and SELCO with statistical data based on information gathered by the Minnesota Department of Education as referenced in Minnesota Statutes 134.13.
 8. The County may appoint a representative to the SELCO Board of Directors pursuant to Minnesota Statutes 134.341. A vacancy in this position shall be filled in the same manner as the original appointment was made.
 9. The term of this Agreement shall be for a period of five (5) years commencing January 1, 2021. The parties agree to negotiate additional terms in good faith beginning a minimum of six (6) months prior to the termination date. If the parties fail to complete negotiations before the expiration of this Agreement, this Agreement shall remain in effect on a month-to-month basis until such negotiations are completed.
 10. This Agreement may be terminated by written consent of the Parties.
 - a. By written notice from SELCO to the County with notification sent by registered mail, return receipt requested, six (6) months prior to such termination;
 - b. By written notice from the County to SELCO with notification sent by registered mail, return receipt requested, six (6) months prior to such termination.
 10. This document states the entire Agreement among the parties about its subject matter. No agreement affecting the subject matter of this Agreement shall be entered into by any of the Parties, unless all Parties are signatories to such agreement. This Agreement may only be changed, modified, or amended through a written instrument signed by all of the parties to it expressly referencing this Agreement. Nothing in this Agreement is intended to limit or restrict County participation in individual city projects related to community infrastructure which may benefit individual libraries.

Southeastern Libraries Cooperating (SELCO)

President of SELCO Board of Directors

Date

County of Rice



County Board of Commissioners, Chair

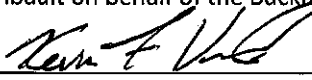
8-17-2020
Date

In Witness Whereof, Resolution of the Board of Commissioners of Rice County, Minnesota

Sara Solsted
County Administrator

8-17-2020
Date

City of Faribault on behalf of the Buckham Memorial Library

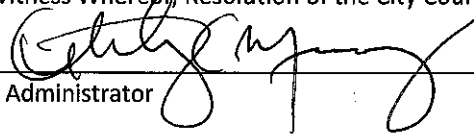


Mayor

9/8/2020

Date

In Witness Whereof, Resolution of the City Council of Faribault, Faribault, Minnesota



City Administrator

9/8/2020

Date

Lonsdale Public Library



Library Board President

9/15/2020

Date

City of Northfield on behalf of the Northfield Public Library

Mayor

Date

In Witness Whereof, Resolution of the City Council of Northfield, Northfield, Minnesota

City Administrator

Date