

RESOLUTION NO. 2023-10

A Resolution to Approve the 2023 North Shore Library Agreement.

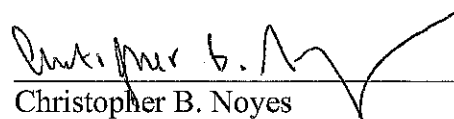
WHEREAS, a 2023 Amended and Restated Fox Point - Bayside – Glendale – River Hills (“Member Agencies”) Joint Library Agreement has been prepared for consideration and approval by each of the four communities that are Parties to the 1985 Agreement that created the North Shore Library as well as the 2022 Amended and Restated North Shore Library Agreement; and

WHEREAS, the Joint Library Service Agreement Amended and Restated June 7, 2023 (hereinafter "the 2023 Agreement"), attached to and made a part of this Resolution, requires that each of the governing bodies of the Member Agencies adopt a Resolution approving the 2023 Agreement and authorizing its execution.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of River Hills that the 2023 Agreement as attached is hereby approved and that the proper officials are authorized to execute the 2023 Agreement; and further the Village Board directs the Village Clerk to provide a certified copy of this Resolution to the North Shore Library.

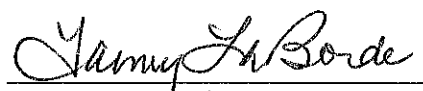
PASSED AND ADOPTED by the Village Board of River Hills this 19th day of July, 2023.

VILLAGE OF RIVER HILLS



Christopher B. Noyes
Village President

Countersigned:



Tammy LaBorde
Village Clerk

JOINT LIBRARY SERVICES
AGREEMENT

VILLAGES OF BAYSIDE, FOX POINT, RIVER HILLS, AND THE CITY OF GLENDALE

Amended and Restated June 7, 2023

THE AMENDED AND RESTATED
FOX POINT-BAYSIDE-GLENDALE-
RIVER HILLS JOINT LIBRARY
AGREEMENT

This Agreement is an Intergovernmental Cooperation Agreement pursuant to Sections 66.0301 and 43.53, Wis. Stats., made and entered into as of the 7th day of June 2023 (hereinafter referred to as either "this Agreement" or "the 2023 Agreement" by and between the Village of Bayside (hereinafter referred to as "Bayside"), City of Glendale (hereinafter referred to as "Glendale"), Village of Fox Point (hereinafter referred to as "Fox Point"), and Village of River Hills (hereinafter referred to as "River Hills"). Each of the four communities shall be referred to hereinafter as a "Member Agency". Collectively, the four communities shall be referred hereinafter to as the "Member Agencies".

Whereas, Bayside, Fox Point, Glendale, and River Hills have operated and funded the North Shore Library pursuant to the Joint Library Agreement that the Member Agencies entered into as of January 1, 1985 ("1985 Agreement") and the Amended and Restated Joint Library Agreement entered into as of June 27, 2022 ("2022 Agreement") to serve the needs of the public, and

Whereas, Bayside, Fox Point, Glendale, and River Hills have mutually benefited, both financially and through the provision of services, and

Whereas, Bayside, Fox Point, Glendale, and River Hills have found it advisable to continue the operation and funding of the North Shore Library with the changes and amendments as set forth in this 2023 Agreement,

NOW, THEREFORE, for and in consideration of the following mutual covenants and terms contained herein, the Member Agencies agree as follows:

1. LIBRARY BOARD The 1985 Agreement created and established a Joint Library Board ("Board") for the purpose of operating a public library to be known as the "North Shore Library" ("Library"). The Member Agencies will agree to the location of the facility. The Board shall operate the facility for use by residents and others. The Board shall administer all future contractual relationships between the Member Agencies and the Milwaukee County Federated Library System for continuing library privileges for the public.

1.1 BOARD MEMBERS The Board shall have ten (10) members, each of whom shall be a resident of the Member Agencies with exception of the school district representative. Four members shall be appointed by the Mayor of Glendale and confirmed by the Glendale Common Council; Two members shall be appointed by the Village President of Fox Point and confirmed by the Fox Point Village Board; Two members shall be appointed by the Village President of Bayside and confirmed by the Bayside Village Board; One member shall be appointed by the Village President of River Hills and confirmed by the River Hills Village Board. One school district representative shall be appointed by the Mayor or Village President and confirmed by the Common Council or Village Board of the member agency in which the library physically resides. Each Member Agency shall appoint one member of its governing body to serve as one of its appointed members of the Board for three-year terms to expire April 30 of any year.

1.2 TERMS OF OFFICE The ten-member board shall be divided into three classes as provided in Wisconsin Statutes Section 43.54(1)(b). Each appointment shall be for a three-year term, provided that if, after such appointment, the appointee changes their residence to a location outside the Member Agency which appointed them, the term shall immediately expire, and a successor shall be appointed, Otherwise, members shall serve until successors are appointed.

Vacancies on the Board shall be filled by appointment for any unexpired term by the appointing authority in the same manner as original appointments are made.

1.3 OFFICERS The Board shall elect a President, Vice President, Secretary/Treasurer, and such other officers as they deem necessary, The Board shall conduct an organizational meeting for the election of officers at its annual May meeting.

1.4 MEETINGS Meetings of the Board shall be held not less frequently than once per month, and otherwise upon the written request of a least three Board members. Meeting locations shall rotate between the Library and the Member Agency City/Village Hall(s). A majority of the members of the Board shall constitute a quorum for the transaction of any business at a meeting of the Board, and the Board shall determine Rules of Order to adopt for conducting business. The act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Board.

1.5 COMPENSATION No compensation shall be paid to members of the Board for their services.

1.6 POWERS Except as limited by this 2023 Agreement or amendments hereto, the Board shall have all the powers and duties authorized for library boards by Chapter 43, Wisconsin Statutes. Among others, the Library Director, subject to Library Board approval, shall have the following powers and duties:

1.6.1 Provide library services to Member Agencies and others.

1.6.2 Purchase, install, and maintain programming, technology, equipment, collection and circulation materials and services as necessary to provide services associated directly with the joint library operation within approved budget allocations.

1.6.3 Manage, operate, and administer the personnel and operations of the Library.

1.6.4 Repair, maintain, and renew the physical assets of the Library Including, but not limited to, its premises, equipment, and collection.

1.6.5 Prepare and adopt an annual budget for the Library's annual operating expenses as well as a capital budget.

1.6.6 Establish and make public rules and regulations governing the use of facilities operated by the Board pursuant to § 43.52, Wisconsin Statutes.

1.6.7 Discontinue library privileges to any person who violates the rules and regulations adopted and published by the Board.

1.6.8 The Board created by this Agreement shall not be considered a separate legal entity, unless specifically required by State Statute.

2. OPERATING EXPENSE BUDGET Member Agencies shall pay their share of the operating expense budget related to the joint library operation as specified by formula allocation contained in Section 6 (the "Member Agency Cost Allocation"). For purposes of this Agreement, operating expenses shall include the usual and ordinary cost of operation of the Library and the repair and renewal of the Library's physical assets including without limitation expenses of and ordinary additions to the collection and the purchase, installation, and maintenance of technology and programming necessary to provide library services to the Member Agencies. Annual operating expense budget increases shall not exceed the average of the Member Agencies' previous year's levy limits percentage increases, plus one percent (1%), for operating expenses of the Library. Should a Member Agency's levy limit exceed the other Member Agencies' levy limits by more than one percent (1%), that Member Agency's levy limit increase shall be removed from the calculation. The Board, moreover, is not required to seek or obtain Member Agencies' approval if the Board presents and adopts an operating expense budget within the 1% limit. Member Agencies, by written unanimous consent, may increase the budgeted allocation beyond the allowable annual increase set forth in this Section 2.

2.1 The Board shall provide the fiscal agent with its annual operating and capital expense budget and Member Agency Cost Allocation, by September 15 each year.

2.2 No expenditures shall be made or contracted for by the Board or any Library employee with respect to any current or proposed item of operating expense until such time that it has been approved by the Board.

2.3 All annual unspent operating monies shall be placed in an operating fund balance account with the fiscal agent.

2.4 Should a significant community specific event occur or be requested by a Member Agency served by the Library, and the Library incurs additional costs related to the event, the Member Agency involved shall be responsible for any additional costs incurred.

3. CAPITAL EXPENSE BUDGET The Library shall prepare and adopt an annual budget for the Library's capital expenses and a five-year capital improvement plan, by September 15, each year. For purposes of this Agreement, capital expenses are expenses, other than operating expenses, that are intended to provide a long-term benefit, such as the purchase of real property or fixtures attached to real property, and physical equipment with an expected useful life of more than five (5) years.

3.1 No expenditures shall be made or contracted for by the Board or any Library employee with respect to any current or proposed item of capital expense until such time that it has been approved by the Board.

3.2 Upon unanimous approval of the annual capital improvements budget by the governing bodies of the Member Agencies, the Library may make or contract for approved capital project expenditures of up to approved budget amount for each specific capital funding request.

3.3 A designated Capital Reserve Fund shall be established and funded annually at the same percentage as the respective Member Agency's current Member Agency Cost

Allocation. This Capital Reserve Fund shall be used for current, anticipated, unforeseen, or future major capital purchases. The Library will include an annual report of capital fund related activities by June 30, annually. The Capital Reserve Fund balance will be capped at \$100,000, as of September 1 each year. If the Capital Reserve Fund balance exceeds \$100,000 on September 1 of any year, the Library Director shall provide the fiscal agent with the appropriate allocation to reduce the community contribution proportionally in the subsequent year(s) by the then current Member Agency Cost Allocation.

3.4 All annual unspent capital monies shall be placed in the Capital Reserve Fund with the fiscal agent.

4. EMPLOYEES The Board shall appoint a Library Director. The Library Director shall appoint other employees within the prescribed duties, compensation, and approved Library budget. The Library Director and other employees appointed by the Director shall be employees of the fiscal agent.

4.1 The power to control the activities of those employees and to establish their compensation shall be delegated to and exercised by the Library Director, subject to approval by the Library Board. Said employees shall be entitled to such fringe benefits as are provided administrative employees of the fiscal agent, including, where applicable, group, life, health, and dental insurance and FICA and participation in the Wisconsin Retirement System.

4.2 The Library Director shall develop and maintain personnel policies for Library employees and as necessary, shall budget accordingly, subject to approval by the Library Board. All personnel costs of Library employees shall be included in the annual budget referred to within this Agreement and shared by the Member Agencies as specified within this Agreement.

5. FISCAL AGENT The fiscal agent shall be established by a separate Memorandum of Understanding ("MOU"), which shall include terms and compensation deemed necessary by the Board as necessitated by Library operations, between the Library and a Member Agency, currently the Village of Bayside. The fiscal agent is designated to pay all expenditures approved by the Board and to receive all Library revenues. Said fiscal agent may co-mingle Library funds with other funds of their Member Agency but shall keep separate records of all Library receipts and expenditures.

5.1 The fiscal agent shall provide payroll and accounts payable services in an electronic method as well as other services in a manner that enhances the efficiency of the administration of the Library.

5.2 The fiscal agent shall procure and maintain for the Library, at Library expense, during the term of this Agreement, insurance to cover this operation. Such insurance shall include, but not be limited to property, workers' compensation, general and auto liability, energy systems, errors and omissions, and employee dishonesty insurance coverage. Such liability policies shall name each of the Member Agencies as an additional insured.

5.3 The fiscal agent shall keep complete and provide accurate records of all receipts expenditures of the Board as well as an annual audit, which shall be available for public inspection.

6. MEMBER AGENCIES CONTRIBUTION The Member Agencies shall bear and pay the net operating expenses and capital expenditures of the Library as established according to the following formula.

a. Each Member Agency shall pay a fixed allocation of five (5) percent of the annual Library budgets.

b. The remaining ninety-five percent (95%) contribution of each Member Agency shall be proportional to the population of each Member Agency as determined by the most recent decennial United States Census.

6.1 The Board shall provide the fiscal agent with its annual operating and capital budget and Member Agency Cost Allocation, by September 15 each year. The Library Director shall provide the Member Agencies their community allocation within three business days of approval by the Board. Member Agencies shall have ten (10) business days after receipt of the annual operating and capital budget to object to the implementation of the formula allocation of the budget. The Board shall resolve any such objections by a majority vote of the Board. After the objection period concludes, the Member Agency Cost Allocations shall be considered final and accepted by each Member Agency.

7. PAYMENTS Operating budget payments shall be made in advance for each calendar quarter fifteen (15) days prior to the last day of the first, fourth, seventh, and tenth month of the year. Capital contributions shall be due and payable by Member Agencies by January 31, unless modified annually through written mutual agreement by the Board and the Member Agency.

7.1 If a Member Agency fails to pay in full any payment to be made by it as provided by this Agreement on the due date, the Member Agency shall be Indebted to the Library for the payment due, plus interest at an annual percentage rate of eighteen percent (18%), from the due date until full payment. In the event a Member Agency commences legal action regarding payments due under this Agreement, the prevailing party in such action shall be entitled to its costs, disbursements, and reasonable attorney's fees.

7.2 On September 15 of each year, the Library Director shall compute the amount of revenue received by the Library from non-resident usage fees during the preceding year. If non-resident usage fees are greater than \$1,000 in the preceding fiscal year, the fiscal agent shall credit the amount of such revenues against the amounts due from the Member Agencies in accordance with the Member Agency Cost Allocation In effect during the preceding year for the upcoming year.

8. MILWAUKEE COUNTY FEDERATED LIBRARY SYSTEM The Library shall participate in the Milwaukee County Federated Library System (hereinafter "MCFLS") until such time as the Member Agencies shall unanimously agree that such participation should cease or this 2023 Agreement is terminated, Nothing contained in this 2023 Agreement shall require any participating Member Agency to continue its participation in the MCFLS provided, however, that in the absence of unanimous agreement by the Member Agencies, the decision of any participating Member Agency to cease its participation in the MCFLS shall not affect the Library's continuing participation in the MCFLS and further provided that the Library shall make whatever reductions in service to the residents of such non-participating Member Agency as may be required as a result of such Member Agency's decision to cease its participation in the MCFLS by the provisions of the agreement or agreements governing the Library's continuing participation in the MCFLS.

8.1 The Board has the power to recommend to the governing bodies of the Member Agencies as to the desirability of continuing the contractual relationships of the Member Agencies with the MCFLS, and to make such recommendations it deems appropriate with respect to the specific terms of such continuing contractual relationships.

9. COMMUNITY COORDINATION COUNCIL A Community Coordination Council ("CCC") is created and shall be composed of a representative of the fiscal agent; the Chief Administrative Officer, or designee, of each Member Agency; and the Library Director. The CCC is advisory in nature and shall discuss and provide input and recommendations on matters that enhance the service delivery, efficiency, and facility management between the Library and Member Agencies. Meetings of the CCC shall be held not less frequently than once each calendar quarter, and otherwise upon the written request of a least two CCC members.

10. OWNERSHIP OF ASSETS Physical assets acquired by the Board shall be owned by the Library, subject to the provisions for division of assets on termination of this Agreement. The Member Agencies entered into an Amendment to the 1985 Agreement as of the date of December 18, 2015 (hereinafter "2015 Amendment") for the purpose of acquiring ownership of a portion of the space that was being leased for library purposes. Nothing in this 2023 Agreement shall be construed to amend or supersede the 2015 Amendment. The remainder of the existing facility at 6800 N. Port Washington Road is two condominiums, one owned by the City of Glendale and the other by the City of Glendale and Villages of Bayside, Fox Point and River Hills. Any future physical facility, excluding the existing Library at 6800 Port Washington Road, Glendale, WI 53217, in which the Library is located, shall be owned and operated by the North Shore Library, subject to execution of a separate agreement.

11. PARTICIPATION Should municipalities not currently a Member Agency contract for the services of the Library, contribute assets, capital, revenue, or personnel, or make any other contribution which reduces the cost to the Library for its services, a credit shall be issued to the Member Agencies. The credit shall be the reasonable estimated amount of the pro-rata cost savings of such contribution both for a reduction in on-going operating costs allocation and operating cost budget. Adding an additional municipality would require an amendment of this Agreement.

12. TERM OF AGREEMENT AND WITHDRAWAL This Agreement shall take effect upon the effective date stated herein after adoption by the governing body of each Member Agency of a resolution approving the Agreement and authorizing its execution. This Agreement shall remain in effect in perpetuity subject to the following:

12.1 Any Member Agency wishing to withdraw from the 2023 Agreement may do so any time after January 1, 2042, with at least three (3) years written notice delivered to the Clerk for and addressed to the governing bodies of each of the other Member Agencies. Any notice to withdraw shall specify a withdrawal date of December 31, of the year that the Member Agency intends to withdraw so that a withdrawing Member Agency shall continue to participate for at least three full calendar years after delivering its notice of withdrawal.

12.2 Withdrawal of any participating Member Agency without the express written consent of each of the other Member Agencies shall not result in dissolution of the Library and no withdrawing Member Agency shall ever have any claim against any of the assets used by the Library or the proceeds thereof.

12.3 Should any Member Agency withdraw from the 2023 Agreement, it shall be obligated for its share of any debt service (principal and Interest) incurred while that Member Agency was under the Agreement, unless such debt is assumed by another Member Agency or some third person or entity. This section shall not apply to any new debt incurred during the withdrawal notice period.

12.4 The fact that a Member Agency is paying or is required to pay on debt service (principal

and interest) incurred while that Member Agency was a member of the Library shall not entitle a terminated Member Agency after termination to any of the services provided by the Library.

12.5 This Agreement may be terminated and unilaterally dissolved only by express written agreement of all of the Member Agencies which are participating in this Agreement and which have maintained in a current status their financial obligation hereunder. Upon such dissolution, the assets used by the Library shall be divided among the Member Agencies, then participating in accordance with the ratio of expense sharing in existence in the year of termination. In the event of a dispute with respect to such distribution, all assets shall be sold with proceeds thereof distributed on the same basis.

12.6 All notices of withdrawal issued prior to the effective date of the 2023 Agreement are rendered null and void upon the full execution of the 2023 Agreement.

13. WARRANTIES AND DAMAGES Member Agencies agree that there are no warranties, express or implied, by this Agreement or otherwise, as to the service and as to any parts of any systems design, program, implementation, modification or other service provided by the Library. There is no implied warranty of merchantability or fitness for a particular purpose. There is no warranty of any other kind. Nothing herein is intended to limit or preclude any claims Member Agencies may have against any third parties, including manufacturers, sellers, dealers, repairers, service providers, installers or others, nor shall this provision be construed as relating to, or defining in any way, liability as to third parties.

14. THIRD PARTY LIABILITY It is expressly understood by and between the parties that each party shall be responsible, in the event of a claim, or judgment by a court of competent jurisdiction, for liability to a third party, to the extent liability of the party shall be found. Nothing in this Agreement shall be construed to limit the right of contribution of any party against the other in the event of liability to a third party. This Agreement is intended to be solely between the parties hereto and its terms shall not be construed to add, supplement, or grant any rights, benefits or privileges of any kind whatsoever to any third party or parties.

15. DISPUTE RESOLUTION The parties agree that in the event of any dispute over the terms, performance, or administration of this Agreement they will submit first to mediation through the Wisconsin Policy Forum, or a mediator mutually agreed upon by all parties. In any litigation thereafter, the substantially prevailing party shall be entitled to its attorneys' fees and costs.

16. AMENDMENTS Any amendments to this Agreement or any exhibit hereto shall be approved by the governing bodies of all Member Agencies.

17. HOLD HARMLESS Any uninsured liability, costs of damages for personal injury, property damage, or any other loss of whatever nature incurred by the Library shall be the liability of the Library, subject to the contributions of the Member Agencies herein described. Any such uninsured liability, costs, or damage shall be paid proportionately by each of the Member Agencies in accordance with the Member Agency Cost Allocation.

18. ASSIGNMENT This Agreement may not be assigned.

19. SEVERABILITY If any provision of this Agreement shall be held or declared invalid, illegal, or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Agreement without impairing or prejudicing the validity, legality, and enforceability of the remaining provisions hereof.

20. WISCONSIN LAW This Agreement is to be interpreted in accordance with the laws of the State of Wisconsin.

21. NO WAIVER OF IMMUNITIES Nothing in this Agreement shall constitute a waiver in whole or in part, of any immunities of the Member Agencies under § 893.80 Wis. Stats. or any other statutory or common law.

22. ACKNOWLEDGMENT Member Agencies acknowledge by the signature of its duly authorized representative below that Member Agency or its authorized agent has read and understands all the terms and conditions of this Agreement as set forth herein, and Member Agency fully understands that the Library is a provider of equipment and service and not an insurer, and Member Agency agrees to be bound by such terms and conditions.

23. ENTIRE AGREEMENT This document, including any and all attachments, unless specified as illustrative, constitutes the entire agreement between Member Agencies on this subject matter and is intended as a final expression of the agreement of the parties and the complete and exclusive statement of the terms of the agreement. This 2023 Agreement is intended to amend and restate the 1985 and the 2022 Agreement except for the current lease described in Section 9.2 of the 1985 Agreement (and documents that show, evidence, or discuss the current lease) and the 2015 Amendment to the 1985 Agreement described in Section 10 of the 2023 Agreement. The items excepted shall continue in force undisturbed. No provision of this Agreement shall be deemed waived, amended or modified by any party unless such waiver, amendment or modification is in writing signed by the party sought to be bound by the waiver, amendment or modification.

24. PRESUMPTIONS This Agreement is the result of negotiations between the parties, each of whom was represented by counsel. No party may claim or enjoy any presumption with regard to the interpretation of this Agreement based on its draftsmanship.

25. AUTHORITY The undersigned represent and warrant that they are duly authorized to enter into this Agreement on behalf of the respective parties.

In witness whereof, this Agreement has been executed to take effect as of the day and year set forth above by the respective officers of the respective Member Agencies, being duly authorized by their respective governing bodies so to do.

SIGNATURE PAGE FOLLOWS ON THE NEXT PAGE

Village of Bayside

Village President

Village Clerk

Village of Fox Point

Village President

Village Clerk

City of Glendale

Mayor

City Clerk

Village of River Hills

Village President

Village Clerk