VOL: 17 PG: 326 DOC: 00073853
WILLISTON, VT TOWN CLERK'S OFFICE
Received Jun 26,2020 01:35P
Recorded in VOL: 17 PG: 326- 330
Of Williston Land Records
ATTEST: Sarah Mason, Town Clerk

MEMORANDUM OF UNDERSTANDING
By and between the
Town of Williston
and the
Dorothy Alling Memorial Library Board of Trustees

THIS AGREEMENT, made this 16th day of March, 2020, by and between the **TOWN OF WILLISTON**, (hereinafter referred to as the "TOWN") and the **TRUSTEES OF THE DOROTHY ALLING MEMORIAL LIBRARY**, (hereinafter referred to as the "TRUSTEES").

WHEREAS, the land under the existing library building, located at 21 Library Lane, is owned by the Champlain Valley School District, successor in interest to the Town of Williston School District ("District") and leased to the TOWN, acting by and through the TRUSTEES, as described below; and

WHEREAS, the building housing the library ("Library Building") is jointly owned by the Town and the District, subject to reversionary conditions; and

WHEREAS, the Library Building is subject to an Agreement between the Dorothy Alling Memorial Library and the Williston Historical Society; and

WHEREAS, The Town and the Trustees wish to specify their respective roles and responsibilities concerning the operation and maintenance of the Library Building and the Dorothy Alling Memorial Library.

NOW THERFORE, in consideration of their mutual promises and other good and valuable consideration, the parties hereto agree as follows:

1. BUILDINGS AND GROUNDS:
The TOWN shall:

   a. Building Maintenance – be responsible for repairing and making necessary improvements to the physical structure of the Library Building including the roof; external and internal load bearing walls; masonry; paint and insulation; windows and doors; existing exterior steps and ramps; existing interior partitions (exclusive of paint and ornamentation); existing flooring (exclusive of carpeting or non-permanent floor coverings); its foundations; and adjacent grounds. Input from the TRUSTEES will be considered in prioritizing repairs and initiating improvements.
   b. Heating Systems - maintain the heating system and pay for fuel.
   c. Electrical System - maintain the existing electrical service and pay the metered charges for electricity.
   d. Snow Removal - keep the public sidewalks, driveways, and parking areas adjacent to the building reasonably free from snow.

e. Water, Wastewater and Stormwater Systems - maintain existing systems in accordance with standard service levels.
f. The TRUSTEES shall cause the Library to be operated so as to minimize heating fuel consumption and to minimize unnecessary consumption of water and electricity. It shall not permit or suffer there to be any damage, waste or destruction of the interior or exterior of the Library Building, reasonable wear and tear excepted.

2. LEGAL SUPPORT: The Town will provide to the Library support on legal matters concerning questions, claims or suits involving property, casualty, liability and personnel issues. Requests for legal advice or opinions should be brought to the attention of the Town Manager by the Library Director or Library Trustees. The Manager's Office shall also be made aware of, as soon as practically possible, any lawsuits filed against the library, library personnel or TRUSTEES except personal civil suits unrelated to the library or its operations.

3. RISK MANAGEMENT: The Town shall:
   a. Property Insurance - in conjunction with its coverage of other municipal buildings and facilities, maintain property insurance sufficient to protect the Library from significant loss as a result of fire or other property damage.
   b. Liability Insurance - extend the Town's liability coverage to protect the Library, its Trustees, Director and staff against liability for damage claims through public use of, or arising out of accidents occurring in or on, Library property to the amount of the maximum limits set for Town government as a whole.
   c. Directors' & Officers' Insurance - extend insurance protection to the TRUSTEES, individually and collectively, against liability for or defense costs related to loss, damages or injury as a result of alleged wrongful acts by them in their capacity as TRUSTEES.
   d. The Town may conduct periodic safety inspections as a means of preventing personal injuries or property losses. Recommendations resulting from these inspections shall be addressed as soon as practical in collaboration with library and town staff or vendors.

4. FINANCIAL MANAGEMENT: The Town's Finance Manager shall be responsible for maintaining bank accounts, tracking funds, and providing monthly statements to the Library Director. The Finance Manager shall work with the Library Director to develop the annual budget and bring financial concerns to the TRUSTEES.
   a. The TRUSTEES shall annually recommend to the TOWN an amount of support to be sought from the voters at Town Meeting for the operation of the Library in the next fiscal year by submitting annually a Capital and Operating Budget for the Library. The TOWN shall make the final decision as to the amount of support to be recommended to the voters at Town Meeting.

b. Any Library fundraising or donations by the Friends of the Library or other like group will supplement funding from the Town's General Fund rather than supplant it and cannot be used for any non-library purposes.
c. The Town will provide payroll and accounts payable services, and Human Resources services including compensation and benefits administration, on-boarding assistance of new employees, and as needed, recruitment assistance.
d. The Library personnel shall follow the Town Purchasing Policy for purchases made for the Library.

5. LIBRARY DIRECTOR AND PERSONNEL:
   a. Library Director – The Library Director shall be appointed by the Town Manager with the advice and consent of a majority of the TRUSTEES. Compensation for the Library Director shall be set by the Town Manager in consultation with the TRUSTEES. The compensation shall be consistent with the Town's Pay and Classification System. An annual evaluation of the Library Director shall be completed by the Town Manager in consultation with the Library TRUSTEES and Library employees. The Manager shall be responsible for reviewing and updating the job description of the Library Director in consultation with the TRUSTEES on a periodic basis. The Library Director will be subject to the Town's Personnel Policy and is a Department Head. The Library Director shall be included in all staff meetings at the Department Head level and other pertinent meetings as required.
   b. Employees of the Library are employees of the Town and shall receive the same benefits as Town employees. Compensation of all Library Employees shall be based on the Town Pay and Classification System. The Library Director, in consultation with the Manager shall be responsible for the hiring, disciplining, terminating, directing, supervising, evaluating and setting compensation rates for all Library employees in accordance with the Town's Personnel Policy. For grievance appeals under the Town's Personnel Policy, appeals of the Town Manager's decision shall be handled by the Selectboard, in consultation, as needed, with the TRUSTEES as provided for in the Town's Personnel Policy. The TRUSTEES must authorize all new positions posted for hire.

6. ROLE OF THE TRUSTEES: The operation of the Library shall be supervised by the elected seven-member Board of Trustees. The TRUSTEES shall adopt bylaws; establish a library policy and receive, control and manage property which shall come into the hands of the TOWN (for the benefit of the Library) or the Library directly by gift, purchase, devise or bequest. The TRUSTEES shall be responsible for conducting the business outlined in this Memorandum of Understanding and the TRUSTEES' Bylaws, mission statement and policies. Examples of policy matters to be handled by the TRUSTEES include, but are not limited to:

a. Setting library hours;
b. Developing a strategic plan;
c. Set priorities and make recommendations on facility maintenance and upgrade matters;
d. Serve as a link to the community and engage in activities such as advocacy and promoting library use;
e. Prepare an annual budget recommendation to the SELECTBOARD;
f. Provide input into Library Director evaluation;
g. Use policies of all Library materials (loans);
h. Building use, patron use and library behavior rules;
i. Exhibitors policy;
j. Collections;
k. Technology use by patrons;
l. Privacy rules;
m. Non-discrimination policies; and
n. Prepare and submit an Annual Report to the SELECTBOARD.

7. REVIEW: The TOWN and the TRUSTEES shall review this Memorandum every three years and as a result of this review make updates or changes if needed.

The TOWN and the Library TRUSTEES hereby adopt this Memorandum of Understanding, which shall supersede and control over any prior agreements between the TOWN and TRUSTEES.

IN WITNESS WHEREOF, the parties have executed this Agreement at Williston, in the County of Chittenden, and State of Vermont, the day and year first above written.

FOR THE TOWN OF WILLISTON BY ITS SELECTBOARD:

_____ Selectboard, Chair

_____ Selectboard, Vice-Chair

_____ Selectboard member

_____ Selectboard member

_____ Selectboard member

FOR THE DOROTHY ALLING MEMORIAL LIBRARY BY ITS TRUSTEES:

_____ Trustee, Chair

secretary

Trustee, ~~Vice Chair~~

Trustee ~~Secretary~~ Treasurer

Trustee

Trustee

Trustee

Trustee

Original document signed

END OF DOCUMENT