

**AGREEMENT BETWEEN
THE WILLIAMSTOWN SELECTBOARD
AND
THE AINSWORTH PUBLIC LIBRARY BOARD OF TRUSTEES**

The Parties to this Agreement, The Williamstown Selectboard, on behalf of Williamstown, and the Ainsworth Public Library Board of Trustees, on behalf of Ainsworth Public Library, ("Parties") acknowledge that the Ainsworth Public Library ("Library") is a municipal library organized and existing under 22 V.S.A. § 141, et seq. and as such, that the Ainsworth Public Library Board of Trustees, ("Library Trustees") has the full power to manage its affairs under 22 V.S.A. § 143(a) and is directly accountable to the voters of Williamstown.¹ The Parties recognize that the residents of Williamstown are best served when the overlapping duties of town officials and other municipal entities are exercised in a spirit of cooperation for the efficient daily administration of the Town.

The Parties therefore agree as follows:

1. The Town Treasurer will hold the funds appropriated by the voters to the Library in the Library's operating account.
2. The Town Treasurer will hold the Library contingency reserve fund (having a balance of approximately \$12,152.23 as of September 9, 2022) in a separate Library account.
3. The Town Treasurer will deposit any grant funds received for the benefit of the Library into the Library operating account.
4. The Town Treasurer will provide detailed income and expense reporting of any grants received for the benefit of the Library Trustees.
5. The Town Treasurer will present adequate documentation showing that any funds to be deducted or retained by the Town from the Library's account are in fact due.
6. On the date of receipt, the Treasurer will submit bills for expenses that are shared between the Town and the Library, such as for liability insurance, workers compensation insurance, unemployment taxation, and health and dental insurance to the Library Trustees for the approval of payment of the Library's portion of these bills. The Library Trustees will issue its warrant to approve payment to the full extent that the Library's portion of the bills have been correctly allocated.
7. The Library will bear the expenses of its payroll, and the employers' share of deductions and any other benefit expenses incurred exclusively for Library employee(s). The Town Treasurer will manage the expenses of the Library once the Library Trustees authorize payment by warrant.

¹ *Hartford Bd. of Libr. Trustees v. Town of Hartford*, 174 Vt. 598, 600, 816 A.2d 512, 515 (2002).

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8. The Town will not pay or deduct funds from the Library's accounts unless authorized by a warrant of the Library Trustees.
9. A Library warrant will be approved when signed by a majority of the Library Trustees then sitting unless the Library Trustees adopt a different method of approval by resolution.
10. When warrant(s) for the Library's accounts payable have been approved by Library Trustees and presented to the Town Treasurer, the Treasurer will promptly make the approved payments.
11. The Library Trustees will retain copies of all records submitted to the Treasurer to authorize payments.
12. If there are insufficient funds in the Library's account to cover a warrant, the Treasurer will immediately notify the Library Trustees.
13. Monthly reports of Library expenditures will be prepared by the Treasurer and delivered to the Trustees on a timely basis.
14. The Town Treasurer will provide accounting for the Library income and expenses using the New England Municipal Resource Center's Municipal Accounting Software and in compliance with the standards of the Governmental Accounting Standards Board. The Library Trustees may meet with the Treasurer to resolve any questions that may arise about the accounting.
15. The Library Trustees are responsible to the voters of the Town to keep the Library's expenditures within its resources and approved budget. When appropriate, the Library Trustees may expend money in excess of the approved budget from the contingency reserve fund.
16. Unless otherwise directed by the voters, if at the end of the Town's fiscal year, funds in the Library's operating account have not been committed or expended, then at the direction of the Library Trustees, the Treasurer will transfer the uncommitted and unexpended balance of the funds into the Library contingency reserve account.
17. All funds under the control of the Library will be disclosed and submitted to the auditing firm auditing Williamstown's accounts, unless the Library Trustees elect to retain a separate firm to audit the Library's books and records. The Town will notify the Library at least 15 days before the production of the Library's books and records will be required.
18. The Library Trustees are responsible for managing the Library's employees. For the sake of administrative efficiency, the Library Trustees and the Town have agreed to treat the Library Employees as Town Employees for purposes of payroll

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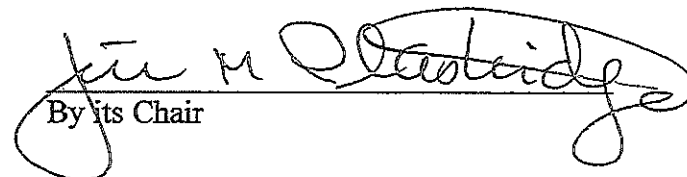
administration and providing employment benefits such as workers' compensation and unemployment insurance. The Library Trustees may choose to adopt the Town's personnel policies for the Library's employees in whole or in part. The Library Trustees may choose to amend the Town's personnel policies before applying them to Library's employees or it may adopt its own policies.

19. All interactions between the Library Trustees and employees and Town officials and employees will be conducted in a professional and respectful manner.
20. This Agreement will be effective on the first day of the first month after it is approved both by the Williamstown Selectboard and the Library Trustees. It will be effective until the last day of Fiscal Year 2026-27 and will be renewed for additional 3- year terms unless either party withdraws from it on written notice at least 180 days' before a renewal date.
21. This Agreement may be executed in several counterparts and by each party on a separate counterpart, each of which, when so executed and delivered, will be an original, but all of which together will constitute one and the same instrument.

WILLIAMSTOWN SELECTBOARD

Dated: April 13 2023 
By its Chair

**AINSWORTH PUBLIC LIBRARY
BOARD OF TRUSTEES**

Dated: 4-14-2023 
By its Chair