



RESOURCE SHARING AGREEMENT MISSOURI EVERGREEN

I. Name and Definition of the Consortium

The Missouri Evergreen Consortium is an independent association of Missouri Public Libraries. The Consortium is an outgrowth of efforts to improve resource sharing between Missouri's public libraries. The members of the Consortium have agreed to share resources.

II. Purpose of the Consortium

The purpose of the Missouri Evergreen Consortium, hereinafter "the Consortium" is to encourage resource sharing among and between Missouri Public Libraries.

III. Membership

Membership in the Consortium shall be open to any Missouri Public Library, as defined by the Missouri State Library, that wishes to join, who agrees to the rules established by the Consortium, is willing to share its resources with other Public Libraries, and whose Board of Trustees have authorized the signing of this agreement.

IV. Organization

The Executive Board of the Consortium shall be the governing body. The Executive Board shall be elected from the Membership of the Consortium.

The Executive Board shall conduct an annual meeting of the membership for the purpose of electing officers, approving an annual budget, and such other business that may come before the membership.

V. Ownership

While individual library entities retain autonomy over their local operations, participation in the Consortium requires collaboration in developing certain common policies and shared decision making. Membership represents the expectation of active and continuing participation by each member institution. As a consideration for acceptance the designated library entity agrees to abide by the terms and conditions of this agreement.

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VI. Cost Allocation Formula

A cost allocation formula will be developed by the Executive Committee. This formula may be revised as needed with the approval of the membership.

VII. Confidentiality of Records

All patron and circulation records contained in the Consortium's databases shall be deemed exempt from public disclosure pursuant to Missouri Revised Statutes, 1994, Section 182.817. The members of the Consortium believe that such information is submitted to the Consortium in confidence; and that the public interest would suffer by any disclosure of such records. The members recognize that in receiving such information they oblige themselves not to disclose any such information except as otherwise required by law.

VIII. Responsibilities of the Consortium, Including Service Standards, Protocols and Rules

The members acknowledge that it will be necessary to make decisions as to the services provided. Such matters shall be determined by the Executive Board by adoption of by-laws and service rules and policies. These bylaws and service rules and policies shall only be adopted after approval of the membership. These policies may include but are not limited to the following:

- a. The extent and nature of the information to be included in the bibliographic database;
- b. The operation of any automated system and the input and deletion of information;
- c. Training programs and operational manuals for persons using the automated system;
- d. Interlibrary Loan;
- e. Determination of the costs of operation of the system and apportionment of such costs;
- f. Regulations and policies for access to and security of the bibliographic database;
- g. Maintenance and statistical data;
- h. Standards of confidentiality;
- i. Admission of new members;
- j. Planning for and coordination of system modification, enhancement, and/or replacement;
- k. Communications protocol.

Members agree to hold the Consortium or its agents harmless for any negligence, injuries, or other damages or liability arising out of or from claims

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concerning data loss and/or down time of the system hardware, software, peripherals, and other property of the Consortium.

IX. Responsibilities and Duties of the Members

Each member agrees to:

- a. Pay applicable costs according to the schedule established annually by the Executive Committee;
- b. Train its own staff to use the system and designate one staff member whom the Consortium may contact concerning the operation of the automated system at that library;
- c. Input and share bibliographic and patron records;
- d. Participate in the Consortium in an active and ongoing fashion;
- e. Abide by the by-laws and policies of the Consortium;
- f. Honor all other existing policies of the member libraries as they pertain to resource sharing;
- g. Keep such records as may be required by the Consortium or as may be required by any governmental agency, and provide such records upon request.
- h. Participate in the State-wide courier system at a minimum level to be determined.

No member shall alter the automated system or any part thereof, nor use the system in any manner except as authorized.

X. Personnel

Each member of the Consortium will provide, through its own personnel, such on-site services as may be required for the operation of the system within its building. Each member will pay a proportional cost of the fees of any organization hired to administer the system or systems selected by the Consortium to carry out resource sharing.

XI. Admission of New Members

Members may be admitted from time to time. Upon admission, any new member to this agreement shall be required to pay a portion of the contracted automated costs as determined and a pro rata share of the operating costs for the remainder of the fiscal year in which such new member is admitted. And any such costs associated with transferring their data to the shared database. These costs are the responsibility of said new member. Any new member shall sign this agreement and any amendment of or addendum thereto, and be subject to the terms as if it were an original member.

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XII. Duration and Termination of the Agreement

The Consortium will continue until the members vote to dissolve it. The Consortium may be dissolved by a vote of at least three-fourths (3/4) of the full membership.

XIII. Termination of Membership

Each member of the Consortium shall remain as a member and contribute its proportional share of the costs of the Consortium until it withdraws. Should a member withdraw mid-year, said member shall remain responsible for the cost allocations set forth herein during the entire year. If the withdrawal occurs after the Consortium contracts for services, then the member attempting to withdraw shall continue to contribute its proportional share of the cost of the Consortium for the remainder of that year. After the first year, any member may withdraw from the Consortium at the end of the Consortium's fiscal year upon giving notice in writing at least ninety (90) days before the beginning of the next fiscal year. A party which has given notice of withdrawal from participation in this agreement shall not cast votes on any budget items during the remainder of their membership term. All payments made by withdrawing party shall remain the property of the Consortium. Withdrawing members may extract a copy of any records they input into the shared bibliographic database. Or they may agree to pay the contracted Vendor for the cost of extracting a copy of their records from the database and purging data and transactions unique to that library from the remaining Consortium database. The contracted vendor will provide such records as are requested by the withdrawing member within 90 days of receipt of the request. All remote site components purchased by the withdrawing member remain the property of that member.

XIV. Indemnification

The Consortium shall indemnify and hold harmless its officers and members for all claims arising out of actions taken by them pursuant to this agreement, provided however, that said actions were consistent with, permitted and mandated by this agreement and the by-laws and policies of the Consortium, and were reasonable, prudent, and not in excess of the authority granted by this agreement under the circumstances.

XV. Arbitration

Claims, disputes or other matters in question between the parties to this agreement arising out of or relating to this agreement or breach thereof shall be subject to and decided by appealing to the Executive Board of the Consortium or the Vendor's governing body. Should such appeal fail to produce a workable solution then the dispute shall be resolved by arbitration in accordance with the rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise in writing.

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Demand for arbitration shall be filed in writing with the other party to this agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation. No arbitration arising out of or relating to this agreement shall include by consolidation, joinder or in any other manner, an additional person or entity not a party to this agreement except by written consent containing a specific reference to this agreement signed by parties to the agreement and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XVI. Governing Law

This agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Missouri.

XVII. Severability

In the event any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this agreement which shall remain in full force and effect and enforceable in accordance with its terms.

XVIII. Entire Agreement

This agreement supersedes all previous contracts and constitutes the entire agreement among the parties. No party shall be entitled to benefits other than those specified herein. No oral statements or prior written material not specifically incorporated herein shall be recognized unless incorporated herein by amendment as provided herein, such amendment to become effective on the date specified by such amendment as approved by the membership. All parties specifically acknowledge that in entering into and executing this agreement they rely solely upon the representations and agreements contained in this agreement and no other.

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XIX. Authorization

As legally authorized representatives of the Library entity by appropriate action of the Library Board, we agree by signing this document to abide by all of the terms and conditions stated in this agreement.

Accepted by:

Missouri Evergreen Executive Board

By: _____, Chair
(Name)

(Printed Name) (Date)

_____, Secretary
(Name)

(Printed Name) (Date)

Library Name: _____

By: _____, Board President
(Name)

(Board President's Printed Name) (Date)

_____, Director
(Name)

(Director's Printed Name) (Date)