



MEMORANDUM OF UNDERSTANDING - RESOURCE SHARING AGREEMENT
MISSOURI EVERGREEN Revised 2023

1. Name and Definitions
 - 1.1. The Missouri Evergreen Consortium hereinafter “The Consortium,” is an association of Missouri public libraries registered with the Missouri Secretary of State and organized under IRS section 501(c) 3 as a charitable organization with the purpose of statewide resource sharing amongst member libraries.
 - 1.2. The _____ Library is a public library as defined by the State Library of Missouri, hereinafter referred to as “The Library.”
2. Purpose of the Consortium
 - 2.1. The purpose of the Consortium is to promote resource sharing between Missouri Public Libraries.
3. Organization
 - 3.1. The Executive Board shall be the governing body. The Executive Board shall be elected from the Membership of the Consortium.
 - 3.2. The Executive Board shall, at a minimum, conduct an annual meeting of the Membership for the purpose of electing officers and recommending an annual budget.
 - 3.3. Any changes in Consortium policies or bylaws shall be proposed by the Executive Board for adoption by the General Membership.
4. Membership
 - 4.1. Membership in the Consortium shall be open to any Missouri public library, as defined by the State Library of Missouri.
 - 4.2. Participation in the Consortium requires collaboration in developing certain common policies and shared decision-making. The General Membership will adopt such policies.
 - 4.3. Notwithstanding practices and policies developed as outlined in 4.2, The Library retains autonomy over its local operations.
 - 4.4. Membership represents the expectation of active and continuing participation by each member institution.
 - 4.5. As consideration for acceptance and continuation of membership in the Consortium, the Library agrees to abide by the following terms and conditions:
 - 4.5.1. Abide by the bylaws of the Consortium.
 - 4.5.2. Conform to established policies, procedures, protocols, and regulations developed and adopted by the Consortium.
 - 4.5.3. Honor all other existing policies of the member libraries pertaining to resource sharing.
 - 4.5.4. Pay all applicable costs according to the schedule established annually by the Executive Board.
 - 4.5.5. Provide on-site services as required for the operation of the

- Consortium within the Library's building(s), and pay a proportional cost of the fees of any organization hired to administer the system(s) selected by the Consortium to carry out resource sharing.
- 4.5.6. Participate in the Consortium by doing the following.
 - 4.5.6.1. Attending at least 50% of the General Membership meetings in a rolling twelve-month period.
 - 4.5.6.2. Responding to communications from the Consortium members in a timely fashion.
 - 4.5.6.3. Providing staff representation and service to various committees, task forces, training programs, and forums.
 - 4.5.7. Operate the automated system or any part thereof only as authorized.
 - 4.5.8. Input, maintain, and share bibliographic holdings and patron records on a continual basis, according to the standards developed and adopted by the Consortium.
 - 4.5.9. Maintain privacy of patron and circulation records in accordance with Missouri Revised Statutes, 1994, Section 182.817. (Shortened from "Confidentiality of Records" section.)
 - 4.5.10. Restrict the creation of data records and operations of the Library to authorized and trained personnel.
 - 4.5.11. Designate a staff member to serve as the Consortium contact concerning general communication and Consortium operations.
 - 4.5.12. Lend library materials to patrons of all participating libraries in accordance with the Missouri Evergreen Circulation Policy.
 - 4.5.13. Process resource-sharing requests and transactions within a maximum of four (4) working days when materials are available.
 - 4.5.14. Keep such records as may be required by the Consortium or any governmental agency, and provide such records upon request.
 - 4.5.15. The Library is expected to direct employees to participate in training and continuing education offered by the Consortium as needed.
 - 4.5.16. The Library must create a succession plan so that Consortium services may continue following changes in personnel at The Library.

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- 4.5.17. Participate in the statewide courier system in accordance with Consortium standards (see chart below) or as advised by the Executive Board, whichever is less. The initial volume level is calculated at the first-year anniversary of membership and then annually when membership fees are due.

Service Days/Week	Avg Monthly Volume	Annual Volume
1	0-19	0-199
2	20-499	200-5,999
3	500-849	6,000-9,999
4	850-1,249	10,000-14,999
5	≥ 1,250	≥ 15,000

- 4.6. If the Library is found to be in violation of any provision, policy, or requirement, the Executive Board will supply written notice of the violation to the library director. The director has sixty (60) days to make corrections or will be considered in default under the terms of this agreement. If default should occur, the Executive Board may require the member library to obtain additional training, pay a fine, incur a temporary suspension of privileges, and/or cease participation in the Consortium.
5. Database – Bibliographic Records and Holdings
- 5.1. The Library shall be deemed to have retained title to its databases and component parts at all times.
- 5.2. The Library shall incur all costs to remove bibliographic records and holdings information from the database in the event the Library chooses to withdraw from the Consortium or is asked to cease participation due to a violation of any provision, policy, or requirement that is not corrected within sixty (60) days after written notice of the violation is given.
6. Responsibilities of the Consortium, Including Service Standards, Protocols and Rules
- 6.1. The Library acknowledges that it will be necessary for the Consortium to make decisions as to the services provided.
- 6.2. Such matters shall be determined by the Executive Board by the adoption of bylaws and service rules and policies.
- 6.3. Bylaws, service rules, and policies shall only be executed after approval of the Membership. These policies may include but are not limited to the following.
- 6.3.1. The extent and nature of the information to be included in the bibliographic database
- 6.3.2. The operation of any automated system and the input and deletion of information
- 6.3.3. Required training programs and operational manuals for persons using the automated system
- 6.3.4. Interlibrary Loan

- 6.3.5. Determination of the costs of operation of the system and apportionment of such costs
 - 6.3.6. Regulations and policies for access to and security of the bibliographic database
 - 6.3.7. Maintenance and statistical data
 - 6.3.8. Standards of confidentiality Confidentiality of Records
 - 6.3.9. Admission of new members
 - 6.3.10. Planning for and coordinating system modification, enhancement, and/or replacement
 - 6.3.11. Communications protocol
7. Admission of New Members
- 7.1. Members may be admitted from time to time.
 - 7.2. 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.
 - 7.3. Any such costs associated with transferring the Library's data to the shared database are the responsibility of said new member.
 - 7.4. 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.
 - 7.5. The library shall be encouraged to submit a migration grant to the State Library of Missouri to pay for expenses incurred in the process of migrating to the Consortium.
8. Termination of Membership (Voluntary or Involuntary)
- 8.1. Each member of the Consortium shall remain as a member and contribute its proportional share of the costs of the Consortium until it withdraws.
 - 8.2. Should the Library withdraw mid-year, said Library shall remain responsible for the cost allocations set forth herein during the entire year.
 - 8.3. 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.
 - 8.4. 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.
 - 8.5. The Library which has given notice of withdrawal from participation in this agreement shall not cast votes on any budget items during the remainder of its membership term.
 - 8.6. All payments made by the withdrawing party shall remain the property of the Consortium.
 - 8.7. A withdrawing Library may extract a copy of any records they input into the shared bibliographic database or may agree to pay the contracted vendor for the cost of extracting a copy of its records from the database and purging data and transactions unique to the Library from the remaining Consortium database.
 - 8.7.1. The contracted vendor will provide such records as are requested by the withdrawing Library within 90 days of receipt of the request.
 - 8.8. All remote site components purchased by the withdrawing Library remain the property of that member.

9. Indemnification
 - 9.1. The Consortium shall indemnify and hold harmless its officers for all claims arising out of actions taken by them pursuant to this agreement, provided that said actions were consistent with, permitted, and mandated by this agreement and the bylaws and policies of the Consortium, and were reasonable, prudent, and not in excess of the authority granted by this agreement under the circumstances.
 - 9.2. The Library agrees to hold the Consortium or its agents harmless for any negligence, injuries, or other damages or liability arising out of or from claims concerning data loss and/or downtime of the system hardware, software, peripherals, and other property of the Consortium.
10. Arbitration
 - 10.1. 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 or the vendor's governing body.
 - 10.2. 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.
 - 10.2.1. Demand for arbitration shall be filed in writing with the other party to this agreement and with the American Arbitration Association.
 - 10.2.2. Fees for arbitration will be shared equally between all parties involved.
 - 10.2.3. A demand for arbitration shall be made within a reasonable time after the claim; dispute, or other matter in question has arisen.
 - 10.2.4. 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.
 - 10.2.5. 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.
 - 10.2.6. 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.
 - 10.2.7. 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.
 - 10.2.8. 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.

11. Statement of Authority and Choice of Law
 - 11.1. 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.
12. Duration and Termination of the Agreement
 - 12.1. 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.
13. Amendment and Replacement
 - 13.1. Both parties to this Memorandum of Understanding acknowledge that circumstances may evolve over time, necessitating updates and modifications to the terms outlined herein. Both parties agree to permit immaterial changes to the MOU. In such cases, those changes may be executed by the parties' executive management. However, changes with consequential affect will use the following processes, adopted by the Membership and executed by both parties.
 - 13.2. Either party may propose amendments to this MOU in writing, detailing the proposed changes and the rationale behind them. Both parties shall engage in good faith negotiations to consider the proposed amendments and reach a mutually acceptable resolution.
 - 13.3. In the event that the parties mutually determine that a new MOU is required to better reflect their evolving needs and objectives, they shall initiate discussions to draft a replacement MOU.
 - 13.4. During the negotiation and drafting of a replacement MOU, the terms and conditions of this existing MOU shall remain in full effect, unless both parties agree otherwise in writing.
14. Entire Agreement
 - 14.1. This agreement supersedes all previous contracts and constitutes the entire agreement among the parties.
 - 14.2. No party shall be entitled to benefits other than those specified herein.
 - 14.3. 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.
 - 14.4. All parties expressly acknowledge that in entering into and executing this agreement, they rely solely upon the representations and agreements contained in this agreement and no other.
15. Severability
 - 15.1. In the event that any provision or clause is determined to be or becomes invalid, illegal, or unenforceable, this shall not affect or impair the validity, legality, or enforceability of the remaining provisions or clauses of this MOU.
 - 15.2. The rest of this MOU shall continue to remain in full force and effect, and the parties shall make good faith efforts to continue to implement the remaining terms and provisions.

16. Acceptance of Agreement

16.1. As legally authorized representatives of The Library 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:

Consortium: Missouri Evergreen Consortium

By:

Consortium
Chair

(Signature)

(Consortium Chair Printed Name)

(Date)

Consortium
Secretary

(Signature)

(Consortium Secretary Printed Name)

(Date)

Library:

By:

Library Board
President

(Signature)

(Library Board President Printed Name)

(Date)

Library
Director

(Signature)

(Library Director Printed Name)

(Date)