

## **TRAVERSE DES SIOUX LIBRARY COOPERATIVE Membership Agreement**

This Membership Agreement (“Agreement”) dated \_\_\_\_\_, 20\_\_\_\_,  
 (“Effective Date”) is made and entered into by and between \_\_\_\_\_  
 \_\_\_\_\_ Library, located in \_\_\_\_\_ City or  
 County (“Member Library”) and Traverse des Sioux Library Cooperative (“TdS”), a  
 Minnesota Cooperative, with a principal place of business at 1400 Madison Avenue,  
 Suite 622, Mankato, Minnesota, 56001. Member Library and TdS shall be referred to as  
 “Party” and collectively as “Parties.”

This agreement is effective as of the date of signing and automatically renews on  
 January 1 of each year. This agreement supersedes prior membership agreements.

A signed membership agreement must be in effect to enter into service agreements with  
 TdS.

WHEREAS Multitype Library Systems exist to serve the needs of participating member  
 libraries, and,

WHEREAS libraries of all types can extend and improve their services by providing  
 cost-effective cooperative efforts and sharing of information and ideas, and,

WHEREAS the Traverse des Sioux Library Cooperative uses funding from the State of  
 Minnesota to provide planning for cooperative services and serves all types of libraries  
 in Blue Earth, Brown, Faribault, LeSueur, Martin, Nicollet, Sibley, Waseca, and  
 Watonwan Counties;

THEREFORE, Traverse des Sioux Library Cooperative offers this Membership Contract  
 to all libraries in the Traverse des Sioux region. No fees are charged for membership in  
 TdS, but additional fee-based contracts may be entered into for specific services.

### **Article I: Definitions**

For purposes of this agreement:

1. TdS is a federated regional library system designated by the Minnesota State  
 Board of Education to strengthen, improve, and promote public library services in  
 southcentral Minnesota; and
2. TdS is a multi-type library system designated by the State of Minnesota in  
 Minnesota Statute 134.351, and is encouraged by Statute to develop services  
 including, but not limited to,
  - a) Referral of users;
  - b) Intrasystem reciprocal borrowing;
  - c) Cooperative collection development;
  - d) Cooperative reference services;
  - e) Staff development;

- f) Research and development;
  - g) Cooperative storage facilities; and
  - h) Publicity and community relations.
3. Member Library is a library of one of the following types:
- a) A public library as defined by Minnesota Statute 134 that provides free access to all residents of a city or county without discrimination and receives at least half its financial support from public funds;
  - b) A school library or media center in a public school district or a private school with at least one building in the TdS region;
  - c) An academic library at a college or university that has a physical campus in the TdS region; or
  - d) A special library within the TdS region.
4. “Advisory Council(s) of Member Library Directors” mean a group or groups made up of Member Library directors or their assigned representatives. Advisory Council(s) meet to share information, recommend regional policies and procedures, and determine best practices to better serve library users in the region. Recommendations from the Advisory Council(s) are approved by a simple majority vote of those in attendance at a meeting and are referred to the TdS Board of Directors for discussion and appropriate action.

## **Article II:**

TdS agrees to:

1. Keep Member Libraries informed of services and programs through appropriate communications;
2. Engage with the Advisory Council(s) of Member Library Directors for feedback and recommendations on matters of policy, procedure, budget, and problem resolution that will affect the libraries in the region, to be taken to the Board of Directors for final approval.
3. Notify Member Libraries of final approval and decisions made on policies, procedures, budgets, and problem resolutions that affect the region as a whole or Member Libraries individually.
4. Provide a forum to create new collaborations for programming and shared collections, as well as to learn from each other’s experiments, pilots, and explorations of new services, ideas, and processes;
5. Offer coordinated collective purchasing of equipment, materials, and/or resources, particularly those that would be financially difficult for members to purchase individually;
6. Provide professional development opportunities, including continuing education, training workshops, special programs, and other events to the TdS Membership at little or no cost;
7. Notify Member Libraries when a member of the TdS Board of Directors representing their type of library is to be selected;
8. Retain membership in Minitex in good standing;
9. Investigate the feasibility of adding new subsystems and/or products or service to Member Libraries; and

10. Comply with all state and federal laws relating to libraries.

### **Article III:**

The Member Library agrees to the following:

1. Maintain a bibliographically-organized collection of materials that are available for reading, listening, and/or viewing by its patrons;
2. Provide designated, trained staff responsible for development and maintenance of the Member Library;
3. Provide relevant information to TdS about its library resources, staffing, and hours of service as well as contact information for the Member Library, and allow such information to be published in either print or online format;
4. Fulfill financial obligations of other contracts entered into with TdS;
5. Maintain financial support of its own library at a level that is not reduced because of participation in TdS;
6. Participate in the appointment or election of the TdS Board of Directors in accordance with the TdS By-Laws;
7. Share resources with other TdS members consistent with its current circulation policies;
8. Send a representative to appropriate TdS meetings and planning sessions, including those of the Advisory Council(s) of Member Library Directors, as allowed by the Member Library's budget and policies; and
9. Comply with all state and federal laws relating to libraries.

### **Article IV: Further Agreements**

Further contracts may be developed as mutually desirable between TdS and Member Libraries for services such as the following:

1. Delivery services of library materials and other items between Member Libraries;
2. Interlibrary Loan of library materials between libraries in the region and beyond;
3. Automation services, including the shared regional integrated online catalog and enhancements, circulation, reporting, cataloging, serials control, acquisitions, fund accounting, shared bibliographic and patron databases, training, and technical support;
4. Equipment support for computers, peripherals, and connectivity; and
5. Other services which provide efficiency or additional services to a number of libraries in the TdS region.

### **Article V: Withdrawal and Termination**

1. Withdrawal
  - a) A Member Library without any service agreements with TdS must notify the TdS Board of Directors of its intent to withdraw from this Agreement by giving at least 60 days' written notice.
  - b) A Member Library with service agreements with TdS must notify the TdS Board of Directors of its intent to withdraw from this Agreement by giving notice according to the withdrawal terms of those other contracts.

- c) The Board of Directors shall officially act on the withdrawal application at a regular board meeting.
- 2. Termination
  - a) The TdS Board of Directors may vote at a regular board meeting to initiate termination proceedings of any library not in compliance with the terms of Article III of this agreement.
  - b) The Board of Directors shall act on the termination at a subsequent regular board meeting. A two-thirds ( $\frac{2}{3}$ ) vote of those present and voting shall be required to approve the termination.
- 3. In the event of withdrawal or termination of a Member, this Agreement shall remain in full force and effect as to all remaining Members.
- 4. If a library's membership is terminated or a library withdraws, the library agrees to:
  - a) Return or make restitution for all items borrowed from other libraries or library systems.
  - b) Meet all other obligations as separately contracted with TdS for other services by paying the total of the Member Library's share through the end of the contract, or the actual costs incurred by TdS through the Vendor by Member Library's early termination, whichever is less.
- 5. Libraries that terminate membership can make no future claims against TdS.

**Article VI: Counterparts**

- 1. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

For Traverse des Sioux Library Cooperative:      For Member Library:

\_\_\_\_\_

Board Chair

Librarian or Equivalent

\_\_\_\_\_

Date

Date