

INTERGOVERNMENTAL LIBRARY AGREEMENT

THIS AGREEMENT dated as of _____, 2017 is by and between the units of local government enumerated in Exhibit A (“each a “Member Library” and in the aggregate “Member Libraries”) (“Agreement”). The Agreement becomes effective on the date on which all the Member Libraries have approved this Agreement and adopted it in the manner required by law.

WHEREAS, Illinois units of local government are authorized, under the provisions of Article VII, Section 10 of the Constitution of the State of Illinois, the Intergovernmental Cooperation Act, to enter into intergovernmental agreements to jointly exercise any power or powers, privileges, functions, or authority exercised by a public agency of the State of Illinois unless expressly prohibited by law; and

WHEREAS, the Member Libraries provide library services to their respective communities; and

WHEREAS, the Member Libraries are seeking to memorialize and document their activities with respect to the joint purchase and provision to their respective communities of certain e-content known as My Media Mall on the Overdrive platform; and

WHEREAS, the Member Libraries continue to have an individual and joint interest in leveraging their purchasing power and authority to provide online electronic content to their respective patrons; and

WHEREAS, the Member Libraries wish to memorialize their individual and joint rights and responsibilities in regard to contracting and delivering e-content; and

WHEREAS, the Member Libraries find it to be in each of their respective interests to enter into this Agreement to form a consortium to jointly contract for and deliver electronic content;

NOW, THEREFORE, in consideration for the foregoing recitals, and the mutual covenants and promises contained below, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

SECTION ONE: THE CONSORTIUM

1.1 The Member Libraries hereby establish a consortium of local government library entities to be known as the Electronic Content Consortium (“ECC”). Member Libraries may join as an individual unit or choose to be represented under an umbrella organization. The initial membership of the consortium shall be comprised of the units of local government enumerated in Exhibit A.

1.2 The purpose of the ECC is to achieve economies of scale by jointly negotiating and purchasing electronic content as may be deemed appropriate and authorized by the Member Libraries.

1.3 Each Member Library, regardless of whether the Member Library is an individual member or a member under an umbrella organization, shall appoint a representative to ECC and each individual Member Library shall have one vote on all ECC matters.

1.4 Upon the date of adoption of this Agreement by the 60th Member Library (“Formation Date”), the Member Libraries of ECC shall proceed to elect an Executive Committee consisting of nine (9) individuals from the Member Libraries. An election administrator (“Election Administrator”) shall be chosen by the Member Libraries to conduct the election. Each Member Library shall have 21 days from the Formation Date in which to send to the Election Administrator a nomination for the Executive Committee slate. If the number of nominees for the election of the first Executive Committee exceeds the number of seats on the Executive Committee, there will be an all Member Library election to determine the members of the Executive Committee. The Election Administrator shall manage the election as described hereafter. Said first Executive Committee election will be held within 21 days of the close of the nominations and may be performed by electronic means with each Member Library having one vote. The members of the first Executive Committee will be those candidates receiving the highest number of votes. In the event of a tie, a runoff election will be held within five (5) days of the close of the election. The runoff may be performed by electronic means with each Member Library having one vote.

1.5 The members of the Executive Committee shall appoint a Chair, Vice-Chair, Treasurer, and Secretary. The Chair, Vice-Chair, Treasurer and Secretary shall each serve two-year terms and their successors shall be determined in the same manner of election as the initial Chairperson, Treasurer and Secretary.

- 1.6 The Executive Committee shall have the following duties:
- A. To develop bylaws or other organizational documents that will govern how the business of the ECC will be conducted.
 - B. To identify opportunities and negotiate contracts on behalf of the Member Libraries and present such contracts for acceptance by in person or electronic vote.
 - C. To review the operation of ECC and recommend to the Member Libraries any operational changes to ECC it deems necessary or advisable.
 - D. The Executive Committee shall meet no less frequently than once per calendar quarter.
- 1.7 Each member of the Executive Committee shall have one vote on matters considered by that Committee. Two-thirds of the members of the Executive Committee shall constitute a quorum for the transaction of business at any meeting of that Committee. Any matter approved by a majority vote at a meeting of the Executive Committee shall be presented to the membership for in person or electronic approval.
- 1.8 An annual meeting of the membership shall be held each year on the first Thursday of March. The Chairman of the Executive Committee shall preside over said annual meeting.
- 1.9 Following the election of the initial Executive Committee and the subsequent appointment of the Chair, Vice-Chair, Secretary, and Treasurer, the members of ECC shall enact bylaws governing the operations of ECC and its committee(s) and officers.

SECTION TWO: MEMBER LIBRARY RESPONSIBILITIES

Each Member Library shall:

- 2.1 Pay the ECC or its agent, any other amounts due for online electronic content agreements ECC has entered into with approval by the Member Libraries. In the event any Member Library fails to timely pay its obligations for online electronic content within ten (10) days of the due date, the Executive Committee may suspend that Library Member's membership status. If said Library Member fails to pay the full amount due in accordance with the provisions of the Illinois Local Government Prompt Payment

Act, the Executive Committee may recommend to the membership any action it may deem appropriate, including termination of said Member Library's membership in the ECC.

2.2 Utilize all online electronic content made available to Library Members under the terms of this Agreement only as authorized in the respective online electronic content agreements which have been executed by ECC.

SECTION THREE: LIBRARY MEMBER MEETINGS AND MEMBERSHIP

3.1 The Annual Meeting of the Members shall be held on the first Thursday in March.

Written notice of each meeting of the Library Members, stating the date, time, and place of the meeting shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting. Notice of the meeting may be delivered by mail or electronic means. The Chair shall preside over the annual meeting of Library Members.

SECTION FOUR: INDEMNIFICATION

4.1 Each member of ECC shall indemnify and hold harmless the other members of ECC for its acts and omissions arising out of this Agreement.

SECTION FIVE: TERM OF AGREEMENT

5.1 Library Members may voluntarily terminate membership at anytime after one year of participation in ECC by providing written notice to the Chair of the Executive Committee no less than ninety (90) days prior to the proposed termination date.

5.2 This Agreement may be terminated by an affirmative vote of 2/3 of the Library Members of the ECC.

5.3 Termination of this Agreement shall not eliminate or reduce any obligation for Library Members to pay amounts due under ECC contracts signed during the terminating Library Member's membership in ECC.

SECTION SIX: RESIDUAL RELATIONSHIPS

6.1 Non-members will be allowed to continue to participate in the My Media Mall platform through the end of any contract signed before the date of this Agreement (the "Non-Member Libraries"). The

Non-Member Libraries will be liable for any payments under existing contracts but do not have voting or management rights with respect to the ECC.

SECTION SEVEN: BINDING EFFECT

7.1 This Agreement shall be binding upon and inure to the benefit of the successors and assignees of the parties as if they too were parties to this Agreement.

7.2 No party shall have the right, however, to assign this Agreement without the prior written consent of the Chair of the Executive Committee following approval by a 2/3 majority of ECC members.

SECTION EIGHT: SEVERABILITY OF PROVISIONS

8.1 The invalidity of any provision of this Agreement shall not render invalid any other provision herein. If for any reason any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed and this Agreement shall remain in full force and effect with that provision severed or modified by court order.

8.2 The failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute, or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

8.3 The Waiver by either party of a breach of any term, covenant or condition herein shall not be deemed a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein.

SECTION NINE: NOTICES

9.1 All notices required hereunder (other than notice of the Annual Meeting) shall be in writing and shall be served personally or by registered or certified mail, return receipt requested, upon the other at the party's principal administrative offices.

SECTION TEN: GOVERNING LAW

10.1 This Agreement shall be governed, interpreted and construed according to the laws of the State of Illinois.

SECTION ELEVEN: EXECUTION OF COUNTERPARTS

11.1 This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION TWELVE: AMENDMENT

12.1 Except as is specified herein, this Agreement contains the entire agreement of the parties and shall supersede any prior written or oral agreements or understandings. This Agreement may only be altered, modified or amended upon the written consent and agreement of the parties hereto duly adopted by the affirmative vote of 2/3 of the members.

12.2 This Section shall not be interpreted to preclude or limit, however, the amended or modifications of regulations, procedures or policies established by the parties hereto.

By:

President

Attest:

Secretary