

# Northern NH Library Cooperative Agreement

## **ARTICLE I. Name**

The name of this association shall be the Northern NH Library Cooperative (the "Cooperative").

## **ARTICLE II. Purpose**

The purpose of the Cooperative shall be to improve library services of member libraries through shared catalogue access, wider distribution of materials with less duplication, increased convenience for patrons to borrow and return library materials, sharing up-to-date technical expertise and staff training, increased purchasing power, and implementation of other actions members may agree upon. To facilitate expanded service, the Cooperative will acquire and maintain computer software for an Integrated Library System (ILS).

Actions of the Cooperative shall not affect existing town-library relations, priority of service to town residents, or ownership of library resources.

## **ARTICLE III. Membership**

Section 1. Current membership includes the Madison Library, Madison NH, the Cook Memorial Library, Tamworth NH, and the Jackson Public Library, Jackson NH (collectively, the "Member Libraries").

Section 2. Each Member Library shall have one vote.

Section 3. Each Member Library shall annually demonstrate commitment to its community to adequately fund its own library as set forth in RSA 202 A: 4-a: "Any city or town having a public library shall annually raise and appropriate a sum of money sufficient to provide and maintain adequate public library service therein or to supplement funds otherwise provided." Upon entering this Agreement, each Member Library agrees that the adequate funding of its library includes funds sufficient to meet its obligations under this Agreement.

Section 4. Each Member Library shall be responsible for:

- (a) One-third (1/3) of the cost of an initial legal review of this Cooperative Agreement;
- (b) The proportionately divided cost of data migration for each individual Member Library's holdings to the Integrated Library System ("ILS");
- (c) The equally divided cost for the installation and implementation of the ILS system;

- (d) The cost, equally divided among the Member Libraries, for hosting, maintenance, and technical support of the ILS system as set forth in the agreement with the ILS vendor ("ILS Agreement").
- (e) The cost, equally divided among the founding Member Libraries, for initial training on the ILS system as set forth in the agreement with the ILS vendor ("ILS Agreement"). If any Member Library needs additional training, beyond what is set forth in this agreement, it must contract individually for that training.
- (f) Any additional costs incurred by Member Libraries related to the ILS system shall be borne by each Member Library individually.

Section 5. The Cooperative welcomes inquiries from libraries interested in participation in the Cooperative. These inquiries will be reviewed at the Cooperative's annual meeting.

#### **ARTICLE IV. Governance and Administration**

Section 1. The Library Directors of the Member Libraries are required to fully participate in the management of the Cooperative.

#### **ARTICLE V. Meetings**

Section 1. The Cooperative shall meet at least quarterly and may meet with greater frequency as necessary. Each library shall be expected to be represented at meetings by a delegate.

Section 2. The Cooperative shall hold an annual general meeting each April. Agenda items for the annual general meeting should be submitted by March 1<sup>st</sup> to the then appointed Secretary, which position will rotate between the Member Libraries from year to year.

Section 3. No action shall be taken on agenda items at any Cooperative meeting without the presence of at least one representative of each Member Library.

Section 4. A simple majority of the Member Libraries shall be sufficient to constitute a passing vote.

#### **ARTICLE VI. Committees / User Groups**

Section 1. Special or standing committees shall be appointed by the Member Libraries.

Section 2. Committees or User Groups shall be appointed by the Library Directors, as the Cooperative shall from time to time deem necessary to carry out the work of the Cooperative, which may include library staff with representation from each Member Library.

Section 3. If discretionary funds are being considered for future development and improvement of software or cooperative buying

opportunities, an Executive Committee consisting of the Trustee Chairs (or designees) of all Member Libraries shall be assigned to determine if such funds are available.

### **ARTICLE VII. Parliamentary Authority**

The rules contained in the current edition of *Robert's Rule of Order Newly Revised, at the time of application*, shall govern the Cooperative in all cases to which they are applicable and in which they are not inconsistent with this agreement and any special rules of order the Cooperative may adopt.

### **ARTICLE VIII. Amendment of Agreement**

The Cooperative Agreement can be amended at the annual meeting of the Cooperative by a majority vote, provided that the amendment has been submitted in writing by March 1<sup>st</sup> to each of the Board of Trustees of the Member Libraries.

### **ARTICLE IX. Exit**

In order to withdraw from the Cooperative, the exiting Member Library must give twelve months' notice to the Cooperative before its commitment under the ILS Agreement ends. All expenses of withdrawing, including withdrawing records and any contract balance owed, will be the responsibility of the withdrawing Member Library.

<Signature Page Follows>

APPROVED BY:  
Madison Library, Madison, New Hampshire  
Peter Stevens, Chair  
Board of Trustees

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Date: \_\_\_\_\_

Mary Cronin, Director  
Madison Library

\_\_\_\_\_

Date: \_\_\_\_\_

Cook Memorial Library, Tamworth, New Hampshire  
Sharon Malenfant, Chair  
Board of Trustees

\_\_\_\_\_

Date: \_\_\_\_\_

Jay Rancourt, Director  
Cook Memorial Library

\_\_\_\_\_

Date: \_\_\_\_\_

Jackson Public Library, Jackson, New Hampshire  
Sarah Duffy, Chair  
Board of Trustees

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Date: \_\_\_\_\_

Susan Dunker-Bendigo,  
Director  
Jackson Public Library

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Date: \_\_\_\_\_