

MORE Participation Agreement with IFLS as Service Provider for a Fee
1/18/08

MORE (My Online Resource) automation consortium is an Indianhead Federated Library System service in which IFLS area libraries may choose to participate based on this agreement.

Article I: General

The Boards of the Indianhead Federated Library System (IFLS) and the _____ Library Board do hereby enter into an agreement for the purpose of the library participating in the shared automated information system called MORE offered by IFLS, which provides, but is not limited to, the following functions: controlling circulation; managing data base content; sharing resources; maintaining the system hardware and software; managing of online web-accessible public access catalog; and evaluating MORE staff and services. Participating libraries will be billed for a one-time start-up fee and an annual membership fee, as reflected in Appendix A and Appendix B respectively, for their share of the cost for this service minus any subsidies provided by IFLS.

Article II: Definitions

For the purposes of this agreement:

1. Indianhead Federated Library System Board is the body established by the Boards of Supervisors of Barron, Chippewa, Dunn, Eau Claire, Pepin, Pierce, Polk, Price, Rusk and St. Croix in accordance with Section 43.19 of the Wisconsin Statutes.
2. Indianhead Federated Library System, also referred to as IFLS, is the agency established under Section 43.15 of the Wisconsin Statutes and operating under the IFLS Board of Trustees to provide and administer the public library system for the 10 counties noted above.
3. The _____ Public Library Board is the body, established under the provisions of Section 43.54 of the Wisconsin Statutes, which administers the _____ Public Library. For purposes of this agreement, the term public library shall include municipal, county or joint public libraries as defined under Wisconsin Statutes.
4. A. For Public Libraries
The _____ Public Library is the agency established under Section 43.52 of the Wisconsin Statutes by the [City, Village, Township] of _____ to provide municipal public library service.

B. For other type Libraries

The _____ Library is the library of the _____ institution established by the _____.

5. The shared automated information system, also known, as My Online Resource (MORE) is a service offered by IFLS to provide a shared, integrated library automation system for all participating libraries on a fee for service basis.
6. The MORE host site is where the MORE server and related hardware and software are housed.
7. The MORE Administrator is the person responsible to oversee the operation of MORE under the supervision of the IFLS Director and IFLS Board.
8. The MORE System Administrator is the person who maintains the technical integrity of the MORE system hardware and software.
9. Standardized records are machine-readable bibliographic cataloging records that are structured in accordance with national library and MORE standards, and machine-readable patron records that are structured in accordance with national library and MORE standards.
10. A MORE member library is any library that has signed this participation agreement, and paid the initial start-up fee.

Article III: Indianhead Federated Library System Responsibilities

It is mutually agreed that IFLS shall:

1. Abide by the terms specified in this agreement and the MORE Bylaws.
2. Appropriate funds for the annual cost of maintaining and upgrading the MORE System.
3. Provide a start-up and annual subsidy for IFLS member libraries participating in MORE.
4. Charge libraries joining MORE on January 1, 2005 and thereafter a one time start-up fee for membership in MORE based on the formula stated in Appendix A.
5. Charge members an annual membership fee according to the formula stated in Appendix B.
6. Draft and submit grant applications for financial aid in developing and maintaining the MORE system.

7. Acquire, maintain, repair and upgrade licenses, software and hardware required for the effective operation of the MORE system with the exception of that expressed in Article IV, par. 2.
8. Manage and maintain a wide area network that is adequate to support consortium operations.
9. Provide overall administration of the MORE system; invoice participating member libraries for one-time start-up fees, annual membership fees, local equipment, or services ordered, and maintain segregated records for the financial and contractual aspects of the program.
10. Configure and maintain system parameters and web pages as required for the Online catalog.
11. Provide for ongoing training of the staff of member libraries in the use of the MORE software and hardware.
12. Hold title to all MORE host site equipment.
13. Provide staff services to member libraries participating in MORE in areas including, but not limited to, system installation, operation, training, cataloging, database creation and maintenance, and system hardware and software maintenance.
14. Administer and enforce MORE standards for cataloging and classification, authority control, circulation and patron records, brief entries, network security, web browsers, and other areas relating to the efficient and effective operation of the MORE system. Issues concerning standards will be presented to the MORE Directors Council.
15. Require the MORE Administrator to report regularly to the MORE Directors Council and IFLS Board on MORE activities.
16. Recruit new members in accordance with the timetable set by the MORE Directors Council and the IFLS Board.
17. Hire or contract for the staff of MORE. MORE staff will be subject to IFLS personnel policies and supervision. IFLS will be the service provider and the agency that can hire or contract. The services of host site employees will be included in the host site contract.
18. Approve the MORE annual budget.

Article IV: Member Library Responsibilities

It is mutually agreed that the _____ Library shall:

1. Abide by the terms specified in this agreement and the MORE bylaws.
2. Take the necessary action to acquire, maintain, repair, and upgrade all local equipment and software required to participate in the MORE system.
3. Adopt and abide by MORE standards for cataloging and classification, authority control, circulation and patron records, brief entries, network security, web browsers, and other areas relating to the efficient and effective operation of the MORE system. Issues concerning standards will be presented to the MORE Directors Council.
4. Pay to IFLS a one time start-up fee according to the formula stated in Appendix A.
5. Pay to IFLS an annual membership fee according to the formula stated in Appendix B.
6. Require member library staff to acquire training on all appropriate system software and functions.

Article V: The MORE Directors Council Responsibilities

1. The MORE Directors Council shall be made up of the directors of all member libraries.
2. The director of each member library or his or her designated proxy shall attend all MORE Directors Council meetings as specified in Appendix C, Bylaws.
3. The MORE Directors Council shall set policies, standards and plans for the MORE system. The decisions of the Directors Council will be final unless appealed to the IFLS Board by a Directors Council member. The appeals process is outlined in Appendix C, Bylaws.
4. The MORE Directors Council shall set the budget for the funds from the MORE members for MORE operations and resources for final approval by the IFLS Board.

Article VI: Mutual Understandings

It is mutually understood and agreed that:

1. IFLS has legal authority for the establishment and administration of MORE.

2. IFLS will provide a host site facility for the MORE system.
3. IFLS shall retain ownership, and authority for the updating, operation, and maintenance of the MORE system.
4. Members have the right to use the MORE system.
5. Members own the MORE database and have the right to extract their records upon termination of MORE membership.
6. Implementation of this agreement is consistent with the provisions of Wisconsin law. Should any part of this agreement become inconsistent with any state law, the laws of the State of Wisconsin shall control the interpretation of the agreement.
7. This agreement shall become effective September 24, 2004 and shall continue in force until superseded by a new agreement.
8. This agreement may be altered or amended by approval of the IFLS Board and a three-quarter ($\frac{3}{4}$) majority vote of the member institutions plus a three-quarter ($\frac{3}{4}$) majority of all votes based on access points, provided that the text of the amendment(s) is made available to all member institutions sixty (60) days prior to the meeting at which the amendments are to be decided.
9. Capital debt, exceeding the funds available in the existing reserve fund, must be approved by the IFLS Board and a three-quarter ($\frac{3}{4}$) majority vote of the member institutions plus a three-quarter ($\frac{3}{4}$) majority of all votes based on access points.
10. Appendices are binding parts of this agreement.
11. Member libraries will abide by the terms specified in this agreement and the Bylaws of MORE attached hereto as Appendix C.

Article VII: Termination of Membership by a Member Library

1. A minimum of one (1) year notice must be given if a member wishes to terminate its membership in MORE. Notice must be given in writing to the IFLS Board. All withdrawals will be effective December 31 of the year following the date on which written notice is given.
2. A member terminating its membership in MORE shall do so according to a schedule mutually agreed upon by the member, the MORE Administrator, and the MORE System Administrator such that all required data is extracted from the system by the December 31 deadline.

3. Members terminating their participation in MORE shall pay IFLS the cost of:
 - i. extraction of a copy of its records from the database, and
 - ii. purging the library's data from the remaining database
4. A member terminating its participation in MORE shall not cast votes during their remaining time of membership on issues having future budget impact.
5. All payments made to MORE by the member terminating its participation in MORE shall remain the property of IFLS.
6. The member terminating its participation in MORE shall be liable for the membership fees through December 31 of the year of effective withdrawal as described in Article VII, par. 1. Notwithstanding the fact that there is no vote for the member as specified in Article VII, par. 4, the fees remain due.
7. A library that has terminated its membership in MORE shall have no claim on, or rights or obligations with respect to the components of the automated system, or any substitutions, replacements, improvements, or additions thereto provided that the property described in Article IV, par. 2, and Article VII, par. 2 and 3 above shall remain the property of the withdrawing library.
8. IFLS shall have no claim on or rights or obligations with respect to any local equipment, software, or assets owned by any library terminating its membership in MORE or any substitutions, replacements, or improvements thereto provided that the property described in Article III, par. 7 and 12 above shall remain the property of IFLS.
9. Members that terminate their membership in MORE forego all monetary interest in MORE assets, including hardware and software at the time of withdrawal, notwithstanding any provision for general dissolution of MORE, as provided by this document or the MORE bylaws. No payback of equity will be made to any institution that terminates its membership in MORE.

Article VIII: Termination of Membership by IFLS

1. Membership in MORE of any member library may be terminated for cause and will require the approval of the IFLS Board and a three-quarter ($\frac{3}{4}$) majority vote of the member institutions plus a three-quarter ($\frac{3}{4}$) majority of all votes based on access points. Such cause is limited to failure to pay MORE related debts owed IFLS or failure to adhere to the terms of this agreement, MORE Bylaws, or the policies of MORE.

2. A minimum of one (1) year notice must be given to a member that is to be terminated for cause. Notice must be given in writing by the IFLS Board to the Board of the member to be terminated.
3. A library having its membership so terminated shall do so according to a schedule agreed upon by the MORE Administrator and the MORE System Administrator such that all required data is extracted from the system by the date of termination.
4. IFLS shall have claim on any debts or fees owed it by the member so terminated.
5. In all other respects the termination of membership by the IFLS Board and the Directors Council shall be handled according to the provisions of Article VII above.

Article IX: Dissolution of MORE

1. Dissolution of MORE will require the approval of the IFLS Board and a three-quarter ($\frac{3}{4}$) majority vote of the member institutions plus a three-quarter ($\frac{3}{4}$) majority of all votes based on access points.
2. A minimum of one (1) year notice must be given to all member libraries that MORE will be dissolved. Notice must be given in writing by the IFLS Board to the Board of each member library. Failure to give proper notice will postpone the dissolution of MORE by one year.
3. Dissolution of MORE shall be carried out on a schedule mutually agreed upon by the IFLS Board and the Directors Council, such that dissolution is complete by the date of dissolution specified in the notice required in Article IX, par. 2. The MORE Administrator and MORE System Administrator shall be expected to make recommendations as to this schedule.
4. In the event of dissolution, each member of MORE shall pay IFLS for:
 - i. cost of extraction of a copy of its records from the database, and
 - ii. a proportionate share of the cost of closing down the database itself based on the number of access points assigned to the member
6. All members shall be liable for their annual membership fees for the remaining time of MORE's existence.
7. The property described in Article IV, par.2 and Article VII, par. 2 and 3 above shall remain the property of each member.
8. The property described in Article III, par. 7 and 12 above shall remain the property of IFLS.

9. At the time of dissolution, member libraries shall retain a monetary interest in MORE reserve fund assets. Outstanding debt owed by MORE will be paid from the reserve fund. Remaining assets will be distributed between the members based on the percentage of the annual total budget paid by each library during the last complete fiscal year of operation.

Signatures:

FOR the _____ Library:

(Public Library Board or Institution President)

(Date)

FOR the Indianhead Federated Library System:

(Board President)

(Date)