

Interlocal Agreement

Between All Indiana Library Districts Listed on Exhibit A as Participants at the Onset of this Agreement and All Other Government Entities Subsequently Amended to this Agreement.

WHEREAS, it is to the advantage of Indiana Library Districts participating in this Interlocal Agreement (hereinafter referred to as "Library Members") to join together to explore new and emerging technologies, seek out best technology practices, obtain training, negotiate pricing of technology hardware and software purchases and technology support services for the benefit of Library Members, and otherwise cooperate in the sharing of knowledge, data and information which will be to the mutual benefit of the Library Members. The foregoing language in this paragraph shall be hereinafter referred to as the "Purpose" of this Interlocal Agreement, and

WHEREAS, the Library Members are desirous of working together in this regard and do,

HEREBY, agree between them, on behalf of their respective library districts, to participate in this Interlocal Agreement pursuant to the following terms and conditions:

1. Each Library Member (Exhibit A) must agree to terms of this Interlocal Agreement by resolution of its governing body and cause this Interlocal Agreement to be executed on its behalf in the form attached hereto. This Interlocal Agreement may be referred to by and between its members and with other third parties as the Northern Indiana Computer Consortium of Libraries. The Northern Indiana Computer Consortium of Libraries shall hereinafter be referred to in this document by the acronym "NICCL".
2. Administration of this Interlocal Agreement shall be provided by a Joint Board comprised of one representative from each Library Member. Each Library Member agrees to designate one individual who shall act as its representative on the Joint Board. Such representative of a Library Member shall hereinafter be referred to as such Library Member's "Designated Representative". Each Library Member shall also designate one individual who shall act as its Information Technology Representative to NICCL and who shall be hereinafter referred to as such Library Member's "IT Representative". Designation of a Designated Representative and IT Representative shall be made by each Library Member providing written notice sent through the United States Postal Service and by e-mail to the Accounts Payable Library Member as that term is defined below. A Library Member may choose to have its Designated Representative and its IT Representative be the same person. Any and all actions taken by the Joint Board may be taken only upon a majority vote of the Designated Representatives present at a meeting of the Joint Board the time and location of which meeting shall have been given to the Designated Representative of each Library member at least fourteen (14) days prior to such meeting. At a meeting of the Joint Board, only Library Members who were Library Members on the date such meeting shall be entitled to have their Designated Representative participate by vote at such meeting. The Joint Board may adopt such rules as it considers necessary for the conduct of its proceedings and the carrying out of its

duties and shall have the power to pursue the Purpose of NICCL as defined herein consistent with the terms of this Interlocal Agreement and with applicable law. The Joint Board shall appoint an Advisory Committee consisting of three (3) Designated Representatives from Library Members other than the Accounts Payable Library Member, three (3) IT Representatives, and the Designated Representative from the Accounts Payable Library Member, who shall have the authority to take, by majority vote of such individuals present at a meeting of the Advisory Committee, such action as specifically provided in this Interlocal Agreement and also, as directed from time to time by action of the Joint Board. The Joint Board may also appoint such other committees or authorize the Advisory Committee as it deems necessary to study and evaluate those specific issues as it shall identify for purposes of advising the Joint Board on same. The Joint Board shall meet not less frequently than quarterly at such times and locations as shall be determined at the first meeting of the Joint Board in a calendar year. The date, location and time of the initial meeting of the Joint Board for a calendar year shall be determined by the Accounts Payable Library Member. The Advisory Committee shall meet not less frequently than quarterly. The date, location and time of the meetings of the Advisory Committee shall be as determined by the Accounts Payable Library Member. Special meetings of the Joint Board and Special Meetings of the Advisory Committee may be called by the Accounts Payable Library Member or by at least ten (10%) per cent of the Designated Representatives.

3. One participating Library Member shall be designated as the Accounts Payable Library Member which will handle administrative responsibilities for NICCL including but not limited to bookkeeping, recordkeeping, investment and safekeeping of all funds paid by Library Members for the benefit of NICCL, communication, and negotiations of pricing for hardware, software and technology support services . The Accounts Payable Library Member shall have authority as granted by the Advisory Committee to hire professional services and to conduct any other business as needed on behalf of NICCL.
4. A separate fund shall be established to facilitate transactions on behalf of NICCL. The Accounts Payable Library Member shall provide reports at least seven (7) days prior to any meeting of the Joint Board listing all NICCL (Group) Fund activities and balances since the date of the last such report.

The Accounts Payable Library Member may resign upon providing 60 days written notice to all Library Members. A successor of the Accounts Payable Library Member shall be selected upon the majority vote of the Designated Representatives present at a meeting of the Joint Board with notice and voting eligibility as provided at Paragraph 2 above.

5. Annual dues of \$50 per Library Member shall be due and payable upon signing the Interlocal Agreement (prorated on a quarterly basis) and by each January 31 thereafter. Dues shall be submitted to the Accounts Payable Library Member for placement in a Group Account.

Any interest accrued on monies held by the Accounts Payable Library Member shall remain the property of NICCL and shall be placed in the Group Account and used for Group expenses.

Invoices for expenses incurred by the Accounts Payable Library Member in conducting Group business including but not limited to bookkeeping, recordkeeping, communication and pricing negotiation shall be submitted as needed to the Advisory Committee who shall have authority to consider and approve or disprove same as they deem necessary and proper.

Modification of compensation rates or terms for the Accounts Payable Library Member may be made at any time by majority vote of the members of the Advisory Committee present at a meeting where the vote is taken.

6. A Library Member may withdraw from NICCL upon 30 days written notice to the Accounts Payable Library Member. The term of this Interlocal Agreement shall be perpetual provided however, that the Interlocal Agreement shall terminate in the event that the Joint Board determines by majority vote to terminate the Interlocal Agreement or, there are less than ten (10) Library Members. Any funds remaining in the Group account at the termination of this agreement shall be divided equally among those Library Members remaining at the time of termination. This Interlocal Agreement may be modified by majority vote of the Designated Representatives present at a meeting of the Joint Board but such modification shall not be effective until sixty (60) days after the date of such vote.
7. Except as may be provided by applicable law, All Library Members agree that the Accounts Payable Library Member shall not be liable in any way to any party hereto except for such obligations as shall be expressly provided herein.

This agreement becomes effective on January 1, 2012, and shall remain in effect until modified or terminated as provided above. The Middlebury Public Library is the Accounts Payable Government Entity effective January 1, 2010.

Each Library Member represents and warrants that execution by Library Member is duly authorized by the Library Member's governing body.

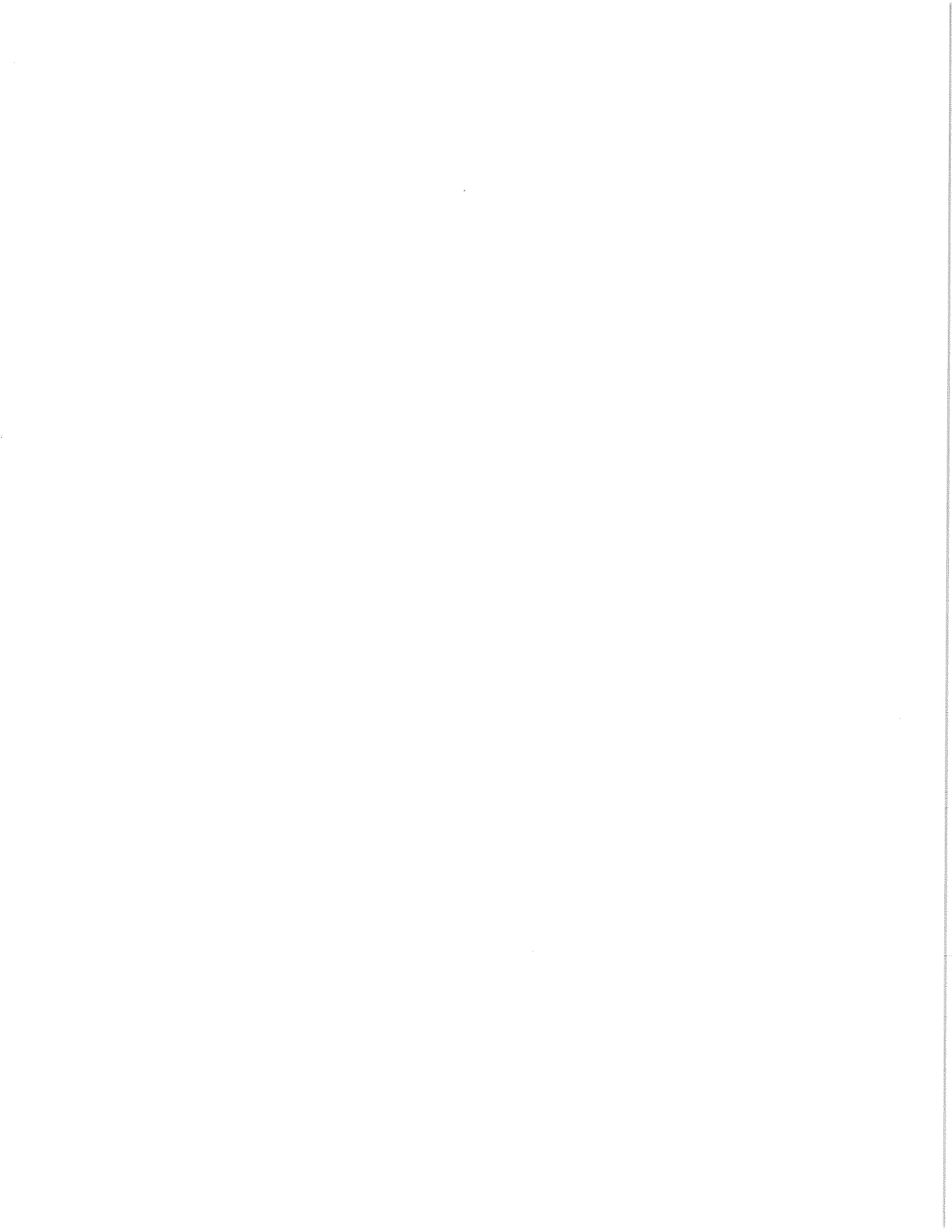
Library Member Name

Duly Authorized representative of
Library Member identified immediately above

Date

Accounts Payable Library Member
Middlebury Public Library

Date



Northern Indiana Computer Consortium of Libraries (NICCL)
Accounts Payable Library: Middlebury Community Public Library
101 East Winslow Street
Middlebury, IN 46540

**COMMITMENT TO JOIN
NOTHERN INDIANA COMPUTER CONSORTIUM of LIBRARIES (NICCL)**

WHEREAS, the Board of Trustees of the _____
recognizes the advantage of joining together with other libraries to explore new and
emerging technologies, seek out best technology practices, obtain training,
negotiate pricing of technology hardware and software purchases and technology
support services, and otherwise cooperate in the sharing of knowledge, data and
information which will be to the mutual benefit of consortium members, and

WHEREAS, the Board of Trustees of the _____
desires the library, to be part of the Northern Indiana Computer Consortium of
Libraries (NICCL);

THEREFORE, be it resolved, that the Board of Trustees of the
_____ does hereby pass this resolution at the public
library board of trustees meeting and agree to all the terms of the Interlocal
Agreement of the NICCL Consortium.

Adopted this ___ day of _____, 201

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NAY

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ATTEST:

Secretary, Library Board

