

DANIEL BOONE REGIONAL LIBRARY CONTRACT

Pursuant to Sections 70.210 through 70.320, Revised Statutes of Missouri, this Daniel Boone Regional Library Contract is made and entered into this 12 day of June, 2008, by and between the Boone County Library Board, acting for and on behalf of the Boone County Library District; the Callaway County Library Board, acting for and on behalf of the Callaway County Library District; and the Columbia Library Board, acting for and on behalf of the city of Columbia Library District.

Now, therefore, for and in consideration of the mutual promises and covenants herein contained, the parties hereto mutually agree as follows:

1. It is hereby mutually agreed that this Contract shall supersede and replace the current Regional Library Contract entered into on May 12, 2005 by and among the contracting parties, and said prior May 12, 2005, Regional Library Contract shall be null and void and of no further legal effect upon the execution of this Contract by all parties hereto.
2. It is further expressly agreed and stipulated that the purpose of this Contract is to operate and provide a common library service for the benefit of all the residents of the respective library districts during any such time in which a contracting library district is a party to this agreement. Pursuant to that objective, the parties mutually agree that the residents of each library district party hereto shall have all rights and privileges of access during any such time in which a library district is an actual party to this agreement. It is further agreed the said library system shall continue to be known as the Daniel Boone Regional Library, the same constituting a separate legal entity with said entity having all of the powers set forth herein and in Section 70.260 and as otherwise provided or implied by law.
3. The Daniel Boone Regional Library shall be governed by a Board of Trustees, hereafter referred to as the Regional Board consisting of nineteen (19) members, with said board consisting of the five (5) members of the Boone County Library District Board, the five (5) members of the Callaway County Library District Board, and the nine (9) members of the Columbia Library District Board. Except as provided otherwise in this Contract, a majority of the total membership of the Regional Board, to include at least one member from each of the three (3) boards, shall constitute a quorum. A majority vote of those present constituting a quorum shall be binding on each party to this Contract except where other action for approval is required by other provisions of this Contract, or otherwise by law.
4. The Regional Board shall have those powers, authorities, privileges and responsibilities as are set forth and designated in Section 70.260, Revised Statutes of Missouri, as amended, and such other powers and authorities as are reasonably necessary or implied so as to enable the Regional Board to accomplish the lawful purposes of the library and to provide library services

for the benefit of the residents of each of the library district party hereto. The Regional Board shall have the power and authority to establish such bylaws, rules, and regulations as it deems appropriate and necessary, consistent with the laws of the State of Missouri and consistent with the powers and responsibilities placed upon said board through the provisions of this Contract.

5. Upon the execution of this Contract, as soon thereafter as possible, the bylaws of the Daniel Boone Regional Library shall be revised as necessary to conform to the terms of this Contract. All bylaws or any revisions thereof shall be effective as of the date of their adoption. Such bylaws shall be consistent with the purpose of providing the best possible library service for the benefit of the greatest possible number of residents of each of the contracting library districts.
6. The Regional Board shall elect such officers, with such duties and terms, as may be set forth in bylaws adopted by the Regional Board. Vacancies in any office shall be filled as provided in the bylaws adopted by the Regional Board. The Regional Board shall meet at such times as may be necessary properly to conduct its business. Notice of regular and special meetings shall be as set forth in the bylaws.
7. Committees of the Regional Board shall be described in the bylaws. The committees shall have such authority as is delegated to them in the bylaws or by the Regional Board.
8. The Regional Board shall employ and appoint a Library Director who shall be employed under such terms and conditions as are prescribed by the Regional Board. The term of the Director's Contract shall run from July 1 through June 30 of the following calendar year.
9. The parties agree this Contract shall be terminated at the end of the Daniel Boone Regional Library fiscal year in any year that the voters in any library district, party to this Contract, vote to lower or terminate the total library tax in such district. Otherwise, this Contract shall remain in full force and effect until terminated at the end of a fiscal year by mutual consent of the parties hereto, or by at least one party giving the other parties at least six (6) months written notice, prior to the end of the Daniel Boone Regional Library's fiscal year, of its intention to so terminate this Contract.
10. During the term of this Contract the Finance Committee shall develop an annual budget prior to the DBRL Board of Trustee's regular November board meeting. The Finance Committee shall consist of the presidents of the respective member boards, plus, preferably, the immediate past presidents of the respective member boards, or if the current president or immediate past president is unavailable a member designated by that district board. The warrant officer of the Regional Board shall serve as ex officio member and

chair of the committee and vote only in the event of a tie among the other committee members.

11. All expenses as defined in the Daniel Boone Regional Library's operating budget shall be shared among the parties through the total annual operating income. Total annual operating income shall include actual operating tax levy receipts, delinquent taxes, state aid, intangible tax, railroad tax, unrestricted gifts, and all miscellaneous receipts from each of the respective parties.
12. Title to all property currently owned or hereafter acquired by any of the contracting parties shall vest exclusively in the party owning or acquiring the same as the sole and separate property of such party, whether such property is acquired by purchase, eminent domain, devise or gift, but normal building maintenance and repair costs of any building owned by a member district of the regional library shall be budgeted out of joint operating funds. All property jointly acquired by the contracting parties in any manner shall be jointly owned by those parties. All property, real or personal, owned or acquired by each of the respective parties shall be subject to the joint use of the contracting parties in order to further the purposes of this Contract.
13. Each year's budget shall appropriate a portion of annual operating income to the savings fund balance for future capital outlay and for future implementation of the Strategic and Master Facilities Plans.
14. In the event of termination of this Contract, property jointly owned by the contracting parties shall be divided among those parties in proportion to the average pro rata operating tax income basis in effect during the five (5) years prior to termination of the Contract, as more fully described on Exhibit A, which is attached to this Contract and is incorporated into this Contract by reference. In the event disputes arise concerning the distribution of assets, then such disputes shall be submitted first to mediation, and if not resolved by such mediation, then by submission of such dispute to binding arbitration, in the manner described in paragraph J as it appears in such Exhibit A.
15. Any terms of this Contract which are in conflict with the laws of Missouri shall be superseded by the law. If any part of this Contract is invalid, the remaining parts will not be held invalid and shall continue in full force and effect.
16. The Regional Board hereof shall be deemed as carrying out the purposes of and acting on behalf of and pursuant to the obligation of providing the governmental purposes of each of the parties hereto, and the Regional Board and all members thereof shall be entitled to and shall enjoy the immunities of officers of political subdivisions, and shall be entitled to the privileges and immunities and charged with the responsibilities of and as enjoyed by appointed officials of the respective library districts from which the members are serving.

17. The parties hereto have, by duly adopted resolution, approved and adopted this Contract and have executed the same on the date hereof, causing the same to be executed by a duly authorized officer of each respective party. Each party does acknowledge and agree that this Contract and the rights and responsibilities of each party hereto shall not be assigned by any party. This Contract shall be modified only if such modification shall be reduced to writing and if such modification shall have been approved by all parties hereto.

In witness whereof, the parties hereto have caused this Contract to be signed by the respective presidents and attested to by the respective secretaries thereof by and with the authority of their respective Library Boards the day and year first above written.

BOONE COUNTY LIBRARY BOARD

Attest: _____ By _____
Terri Brunner
13450 E Route D
Centralia, MO 65240
Secretary
Jessica Robinson
262 E. High Point Lane
Columbia, MO 65203
President, Party of the First Part

CALLAWAY COUNTY LIBRARY BOARD

Attest: _____ By _____
Mary Fennel
412 St. Eunice Rd.
Fulton, MO 65251
Secretary
Michael Luebbert
220 Collier Lane
Fulton, MO 65251
President, Party of the Second Part

COLUMBIA LIBRARY BOARD

Attest: _____ By _____
David McDonald
101 W. Parkway
Columbia, MO 65203
Secretary
Rosie Gerding
101 S. Fifth St., Apt #1
Columbia, MO 65201
Vice President, Party of the Third Part

Signed before me, Lauren Z. Williams, a Notary in the State of Missouri, County of Boone this _____ day of _____ 2008.

My commission expires _____.