

**AMENDMENT AND RESTATEMENT OF
DANIEL BOONE REGIONAL LIBRARY CONTRACT**

THIS AMENDMENT AND RESTATEMENT of the Daniel Boone Regional Library Contract (“this Agreement” or “this Contract”) is made and entered into, effective January 1, 2018 (“the Effective Date”), even if it is not approved or executed until subsequent to such date, by and between **the Columbia and Boone County Library District**, acting by and through its Board of Trustees (“the Columbia and Boone County Library District”), and **the Callaway County Library District**, acting by and through its Board of Trustees (“the Callaway County Library District”), with the Columbia and the Boone County Library District and the Callaway County Library District being sometimes referred to herein, collectively, as “the Parties” and individually as a “Party,” and with the Parties entering into this Agreement in view of the following facts, matters and circumstances:

BACKGROUND RECITALS
[“Recitals”]

This Agreement is entered into by the Parties in view of the following facts, matters and circumstances:

The Daniel Boone Regional Library (“the Regional Library”) is a regional library, which has been formed pursuant to and is in existence pursuant to Sections 70.210 through 70.320 of the Revised Statutes of the State of Missouri (hereinafter referred to as “the Act”). The Regional Library has been in existence for a substantial number of years, and is currently in existence under and pursuant to a “Daniel Boone Regional Library Contract,” dated June 13, 2013 (“the Current Contract”). At the time of the execution of the Current Contract, and prior to the Effective Date, the constituent library districts making up the Regional Library were as follows:

- The Columbia Library District (“the Columbia Library District”);
- The Boone County Library District (“the Boone County Library District”);
- The Callaway County Library District (“the Callaway County Library District”).

Effective as of the close of business on December 31, 2017, immediately prior to the Effective Date, the Columbia Library District and the Boone County Library District were, pursuant to the provisions of Section 182.291 of the Revised Statutes of Missouri, merged into a single, unified library district, known as “the Columbia and Boone County Library District,” which is a Party to this Agreement.

The Parties, therefore, desire to, without revoking the Current Contract, totally and completely amend and restate the Current Contract, in order to reflect the unification/merger of the Columbia Library District and the Boone County Library District, and in order to establish agreements for the ongoing operations of the Regional Library.

The Parties, accordingly, enter into this Agreement.

AGREEMENTS

NOW, THEREFORE, in view of the foregoing Recitals, and in consideration of the mutual promises, covenants and agreements of the Parties, as hereinafter set forth in this Agreement, the Parties do hereby mutually promise, declare, covenant, state and agree that the Current Contract shall be and it is hereby (without revoking same) totally and completely amended and restated by striking therefrom all provisions of sections/paragraphs 1 through 15 thereof, both inclusive, and all parts and portions thereof, and by substituting in lieu thereof the following provisions:

1. Definitions and Preliminary Agreements. All terms defined in the foregoing Recitals for this Agreement shall, unless such terms are otherwise defined in this paragraph 1 or elsewhere in this Agreement, have those meanings ascribed thereto in the foregoing Recitals for this Agreement, and the following terms shall, for purposes of this Agreement, have the following meanings, and the following preliminary agreements shall be in effect:

A. The “Board of Trustees” shall mean and refer to the Board of Trustees of the Daniel Boone Regional Library, which such Board of Trustees shall be established pursuant to the following provisions of this Agreement and the following terms are hereby agreed to.

B. “Constituent District’s Annual Operating Income” shall mean, for each of the Constituent Districts, all that Constituent District’s receipts of funds from every source whatsoever, as described in subparagraph F below of this paragraph 1.

C. “Constituent Library Districts” or “Constituent Libraries” (such terms being synonymous) shall mean and refer to the Columbia and Boone County Library District and the Callaway County Library District, and each of them; the Columbia and Boone County Library District and the Callaway County Library District being the ongoing and continuing Constituent Member Districts of, the Daniel Boone Regional Library (the Regional Library) provided for by this Agreement.

D. “Executive Director” shall mean and refer to the Executive Director of the Regional Library, who shall be selected by and appointed by the Board of Trustees, and who shall have all powers and authorities conferred upon the Executive Director by the Board of Trustees and, unless otherwise limited, shall have those powers and authorities conferred upon the Executive Director by the following provisions of this Agreement.

E. “Facilities” shall mean and refer to all real estate, buildings, improvements to real estate and buildings, and physical components of all buildings and improvements to real estate now titled in the name of or owned or leased by each of the Constituent Districts or by the Regional District; the Facilities of each of the Constituent Districts, the Columbia and Boone County Library District and the Callaway County Library District, and of the Regional District, being those which are scheduled and described on Schedule A, which is annexed to this Agreement and is incorporated into this Agreement by reference the same as though fully set forth herein verbatim.

F. “Regional Library’s Annual Operating Income” shall mean and refer to all of the Annual Operating Income of each of the Constituent Districts; it being intended and agreed that all of the Annual Operating Income of each of the Constituent Districts shall be the Annual Operating Income of, and the funds and property of, the Regional

Library, meaning that the Regional Library's Annual Operating Income shall include all actual operating tax levy receipts of each of the Constituent Districts, and all delinquent tax receipts of each of the Constituent Districts, and all state aid, grants, intangible taxes, railroad taxes, unrestricted gifts and all other receipts from every source of each of the Constituent Districts, as all of same shall be part of the total Annual Operating Income of the Regional Library and shall be paid over to and be expended or retained by the Regional Library and shall be subject to the direction, control and supervision of the Regional Library.

G. The "Regional Library" shall mean and refer to the Daniel Boone Regional Library, being that regional library, by such name, which has been in existence for a substantial period of time, and which shall continue in existence and shall continue to be known as the "Daniel Boone Regional Library."

H. "Tangible Personal Property" shall mean and include all books, magazines, periodicals, papers, publications, electronically received and stored and hard copy received and stored written materials of every kind, nature and description whatsoever, and all furniture, furnishings, shelving, computers and data processing equipment, data processing hardware and software, and other tangible personal property of every kind, nature and description whatsoever, without limitation, it being agreed that all Tangible Personal Property of the Regional Library, and of each of the Constituent Library Districts, and all Tangible Personal Property located within each of the Facilities, shall, during the Term of this Agreement, be treated as if owned by the Regional Library and to be the Tangible Personal Property of the Regional Library, subject to its exclusive possession, use and control.

2. General Purpose of Regional Library. The Regional Library shall continue to exist, and shall exist for purposes of operating and providing common library services for the benefit of the residents of each of the respective Constituent Library Districts, as if the Constituent Library Districts constituted a single library district having geographic boundaries of the combined geographic boundaries of each of the Constituent Library Districts. The Constituent Library Districts agree that the residents of each of the Constituent Library Districts shall have all rights and privileges of access to and use of the Facilities, and Tangible Personal Property, of each of the Constituent Library Districts, as if all of the Facilities and Tangible Personal Property were a part of a single, combined Library District, to continue to be known as the Daniel Boone Regional Library.

3. Separate Legal Entity. The Daniel Boone Regional Library, the Regional Library provided for by this Agreement, shall continue to be a separate legal entity, having all of the powers and authorities provided for in this Agreement and those provided for by Section 70.260 of the Revised Statutes of Missouri, and all such powers and authorities as may otherwise be provided or implied by law.

4. Board of Trustees. The Regional Library shall be governed by a Board of Trustees, herein referred to as "the Board" or "the Board of Trustees" or the "the Regional Board." The Board of Trustees shall consist of fourteen (14) members, five (5) of whom shall be the five (5) members

of the Callaway Library District's Board of Trustees, and nine (9) of whom shall be the nine (9) members of the Columbia and Boone County Library District's Board of Trustees. The Board Year shall begin on July 1 of each year and end on June 30 of the following year. Any term of a Board member shall expire on June 30 and his or her successor shall assume office on the immediately following July 1. There shall be no restrictions on the number of terms a Board member may serve. With respect to the Board of Trustees, it is further agreed as follows:

A. Quorum Requirement. Unless otherwise provided by this Agreement to the contrary, a majority (present and voting) of the total membership of the Board of Trustees, meaning eight (8) or more members, shall constitute a quorum for purposes of transaction of all business by the Board of Trustees; provided, however, that such quorum must include at least one (1) member from the Board of Trustees of each of the Constituent Districts.

B. Majority Vote. Subject to such quorum requirement, a majority vote of those members of the Board of Trustees present and voting at a meeting of the Board of Trustees at which a quorum is present shall constitute an action of the Regional Library and shall be binding upon the Regional Library and each of its Constituent Districts, unless a greater vote is required by any of the provisions of this Agreement or by law.

C. Powers. The Board of Trustees shall have all of those powers, authorities, privileges, duties and responsibilities as are provided for by Section 70.260 of the Revised Statutes of Missouri, as amended, and as from time to time replaced or supplemented, and shall have all other powers and authorities as are provided for by this Contract or as are reasonably necessary or implied so as to enable the Board of Trustees to accomplish all lawful purposes of a Library, a single Library, providing library services for the residents of each of the Constituent Library Districts.

D. Bylaws. The Board of Trustees shall have the power and authority to establish, amend and replace such bylaws, rules and regulations as such Board from time to time finds to be appropriate and necessary, provided that same shall be consistent with the provisions of this Agreement and with law. In particular, as soon as is practicable following the execution of this Agreement by the Constituent Library Districts, the current Bylaws of the Regional Library (which shall continue in effect as the Bylaws of the Regional Library until amended) shall be revised or replaced, as necessary to conform with the terms and provisions of this Agreement. By way of an expression of intention, it is intended that it is agreed that Bylaws of the Regional Library shall be consistent with the purposes of providing the best library services for the benefit of the best possible number of residents of each of the Constituent Library Districts.

E. Officers. The Regional Library's Board of Trustees shall designate and elect such officers with such duties, terms of office and responsibilities as shall be provided for by the Regional Library's Bylaws. Vacancies in any office shall be filled as provided for by the Regional Library's Bylaws.

F. Committees. The Regional Board shall appoint such committees which shall have such authorities and powers as are described in or delegated to such committees by the Bylaws of the Regional Library or by the Regional Library's Board of Trustees.

5. Executive Director. The Regional District's Board of Trustees shall employ and appoint an Executive Director who shall be the "Executive Director of the Daniel Boone Regional Library," and who shall be employed for such compensation, and for such benefits, and pursuant to such terms and provisions as are prescribed by the Regional Library's Board of Trustees. The term of employment of the Executive Director shall, unless the Executive Director is removed by the Regional Library's Board of Trustees for reasonable cause, or the Executive Director resigns, or otherwise becomes unavailable to serve in the capacity of Executive Director, run from July 1 of each calendar year through June 30 of the following calendar year. The Executive Director shall have such powers, authorities and responsibilities, and shall be subject to such limitations upon the Executive Director's authorities, as shall be determined by the Regional Library's Board of Trustees, provided, however, that in the absence of contrary determinations by the Regional District's Board of Trustees, the Executive Director shall:

- a. Serve in the same capacity as chief operating officer and general manager of the Regional Library and of all of its Facilities, all of its employees, and all of its day to day operations and affairs;
- b. Hire, set the terms and conditions and compensation of employment of, and supervise, and have charge of the supervision, direction, control and, if appropriate, discipline, of all of the Regional Library's employees;
- c. Employ for the Regional Library such employees as are reasonably required for the proper and efficient day to day operations of the Regional Library and of each of its Facilities and the library operations to be carried out within each of the Facilities and the overall operations of the Regional Library;
- d. Report to the Board of Trustees of the Regional Library. All other employees of the Regional Library shall report to the Executive Director and shall be subject to the supervision, direction and control of the Executive Director.
- e. Attend all meetings of the Board of Trustees;
- f. Otherwise manage and direct all business and activities and operations of the Regional Library.

6. Fiscal Year. The fiscal year/accounting year for the Regional Library shall begin on the 1st day of January of each calendar year and shall end on the 31st day of December of each calendar year.

7. Finance Committee. The Regional Library's Board of Trustees shall appoint a "Finance Committee," consisting of:

- a. The president of the Board of Trustees of each of the Constituent Library Districts;
- b. If available, the immediate past president of each of the Boards of Trustees of the Constituent Library Districts;
- c. If the current president of a Board of Trustees of a Constituent Library District or an immediate past president of such Board of Trustees is unavailable, a member of such Board will be designated by the Constituent Library District's Board of Trustees to serve in the place and stead of the unavailable president or past president.

8. Annual Budget. The Annual Budget for the Regional Library which is in effect for that Fiscal Year of the Regional Library which includes the Effective Date of this Agreement shall continue in effect and shall continue to be observed by the Regional Library and its Constituent Library Districts and Board of Trustees until the first day of that Fiscal Year of the Regional Library which begins after the Effective Date of this Agreement (January 1, 2019). For such first full Fiscal Year which begins January 1, 2019 and for each subsequent Fiscal Year thereafter, the Finance Committee shall recommend an “Annual Operating Budget” for the Regional Library by November (with such “Operating Budget” to be in effect for the entirety of that Fiscal Year of the Regional Library for which it is adopted). Such recommended Budget shall, prior to the first day of the Fiscal Year, be adopted, as recommended by the Finance Committee, or shall be amended and adopted. The Board of Trustees of each of the Constituent Districts must approve each Annual Operating Budget and any amendments to any Annual Operating Budget which has been previously adopted by such Boards of the Constituent Districts. All of the Regional Library’s Total Operating Income shall be available to the Regional Library, subject to the direction, supervision and control of the Executive Director, to pay the Regional Library’s expenses, all of which such expenses shall, absent approval by the Boards of Trustees of each of the Constituent Districts, be in conformity with the applicable Annual Operating Budget for the applicable Fiscal Year.

9. Title. While title to all of the Facilities and Tangible Personal Property currently owned by each of the Constituent Library Districts or hereafter acquired by each of the Constituent Library Districts shall continue to be vested in or shall vest exclusively in the Constituent Library District which owns or acquires such Facility or Tangible Personal Property, all of such Facilities and Tangible Personal Property, for so long as the Regional Library provided for by this Agreement exists, shall be subject to the exclusive use, possession and control of the Regional Library. Each of the current Facilities which is titled in the name of one of the Constituent Library Districts is described on Schedule A to this Agreement. Any Tangible Personal Property, if any there is, which is currently owned by one of the Constituent Library Districts, is described on Schedule B, which is annexed to this Agreement and is incorporated into this Agreement by reference. All other Tangible Personal Property (other than that described on such Schedule B) currently located within, or attached to, each of the Facilities, and all Tangible Personal Property (other than that described on Schedule B) currently in the possession of, and being used by the Regional Library, constitutes the property of and is owned by and shall continue to be owned by the Regional Library. If additional Tangible Personal Property is acquired in the future, unless it is acquired by way of a gift to a Constituent Library District, then such Tangible Personal Property shall be owned by and shall be the property of the Regional Library.

10. Exclusive Control. So long as the Regional Library provided for by this Agreement exists, all of the Facilities, and all Tangible Personal Property, and all funds of the total Annual Operating Income of the Regional Library, and of each of the Constituent Library Districts, shall be in the possession of, and subject to the exclusive use of and expenditure by, the Regional Library, and shall be used and expended by the Regional Library so as to provide, for all residents of the Constituent Library Districts (with the Regional Library’s boundaries to be the combined boundaries of the Constituent Library Districts), the best possible library services (for the benefit of the greatest possible number of residents) as can reasonably be provided by the Regional Library, taking into consideration its available Facilities, Tangible Personal Property, and economic resources.

11. Term of Regional Library. This Agreement, and the Regional Library, shall be in effect for a term which shall end as follows:

- a. The term shall end as of the last day of any Fiscal Year of the Regional Library within which the voters of a Constituent Library District votes to lower or terminate the library tax levy of that Constituent Library District;
- b. The term shall conclude at the end of any Fiscal Year of the Regional Library within which one of the Constituent Library Districts has given to the Regional Library, its Board of Trustees and the other Constituent Library District, not less than six (6) months written notice of the intention of the Constituent Library District to withdraw from the Regional Library.

12. Setting Aside of Reserves. The Board of Trustees of the Constituent Districts shall, for each Fiscal Year, appropriate a portion of the available Annual Operating Income of the Regional Library to funds to be reserved for capital outlays and for keeping on hand reasonable operating fund reserves, and for use for the future implementation of any strategic plans approved by the Regional Library's Board of Trustees.

13. Allocation/Distribution of Assets in the Event of an End to the Term of the Regional Library. If the term of the Regional Library and of this Agreement shall end, in the manner provided for by paragraph 11 of this Agreement, then the following provisions shall be in effect:

A. Ownership of Facilities. The Facilities (collectively, meaning the land, buildings and other improvements on the land containing the buildings) of each of the Constituent Library Districts, together with all systems and components of such Facilities, and all fixtures attached to such Facilities, shall be and remain a part of the property of the Constituent District in whose name the Facility is titled. If, however, any Facility is titled in the name of the Regional Library, then such Facility shall be the property of the Regional Library, which shall be allocated in accordance with the following provisions of this paragraph 13.

B. Tangible Personal Property. If any Tangible Personal Property or item of Tangible Personal Property is the property of a Constituent Library District, or is identified as the property of a Constituent Library District pursuant to the provisions of paragraph 9 of this Agreement, then such items shall be allocated and set over to that Constituent District as its sole and separate property.

C. Allocation of Assets of, or Title in the Name of, or Deemed to be Owned by, the Regional Library. All of the assets and properties of the Regional Library, which shall include any Facilities titled or leased in the name of the Regional Library, and all Tangible Personal Property which is or is deemed to be Tangible Personal Property of the Regional Library, and all funds on hand, which shall be deemed to be the funds of the Regional Library, shall be allocated between the Constituent Library Districts on a pro rata basis, based upon their relative "Average Annual Operating Income Contributions" to the Regional Library during the last five (5) complete Fiscal Years of the Regional Library which expired on and prior to the last day of the Term of the Regional Library as provided for by paragraph 11 of this Agreement. As stated above in this Agreement, the "Annual Operating Income Contribution" of a Constituent Library District shall mean all funds contributed, on an annual Fiscal Year basis by each Constituent Library District to the Annual Operating Income of the Regional Library. The total Annual Operating Income for

the Regional Library shall constitute the total Annual Operating Income of each of the Constituent Library Districts, and shall include:

- a. Actual operating tax levy receipts;
- b. Receipts of delinquent taxes;
- c. Receipts of state aid;
- d. Intangible tax receipts;
- e. Railroad tax receipts;
- f. Unrestricted gifts;
- g. Grants;
- h. All other receipts and revenues,

all of which are, pursuant to the provisions of paragraph 1F of this Agreement, to be the Annual Operating Income of the Regional Library.

D. Average of Annual Operating Fund Contributions of Parties for Previous Five Fiscal Years. If the Term of the Regional Library and this Agreement ends pursuant to paragraph 11 of this Agreement, then the Annual Operating Contributions made by each of the Constituent Library Districts to the Regional Library's Annual Operating Income for each of the last five (5) Fiscal Years which expired on and prior to the last day of the Term of this Agreement shall be determined, and such total amount of the Annual Operating Income Contributions for each Constituent Library District for such five (5) year period shall be divided by the numeral "5", thereby obtaining the Average of each Constituent Library District's Annual Operating Income Contribution to the Regional Library's Annual Operating Income over such five (5) Fiscal Year period. The resulting amount determined by such five (5) Fiscal Year averaging shall be totaled for the Constituent Library Districts. Each individual Constituent Library District's "Pro Rata Share" shall then be determined by dividing such Constituent Library District's five year Average Annual Operating Contribution to the Regional Library's total Annual Operating Income by the total of the five year Averages of the Annual Operating Income Contributions of both the Constituent Library Districts to the Regional Library's Annual Operating Income. For example, if the Columbia and Boone County Library District's five year Average Annual Operating Income Contribution is \$6,000,000, and the total of the five year Average Annual Operating Income Contributions by the Constituent Library Districts for such period is \$10,000,000, the Columbia and Boone County Library District's "Pro Rata Share" would be 60%.

E. Tangible Personal Property. Each of the Constituent Library Districts shall receive and retain all of the furniture, furnishings, books and other written materials, and all materials and Tangible Personal Property located within the Facilities, and each Facility which is allocated to such Party pursuant to paragraph A above and paragraph J below, and such Constituent District shall retain same as such Constituent District's sole and separate property. All such property shall be "valued" in the manner hereinafter described in this paragraph 13.

F. Valuation of All Tangible Personal Property. All Tangible Personal Property and funds owned by the Regional Library shall also be valued in the manner hereinafter described in this paragraph 13.

G. Total Value. The value of all and each item of the Tangible Personal Property owned by the Regional Library or used in connection with the operation of all or any of the Facilities shall be based on historical book values. That is to say that the value of each item shall be deemed to be that value initially reflected on the books and records of the Regional Library at the time when the item was acquired (meaning the cost of the item). All Tangible Personal Property shall continue to be valued at historical costs, meaning its cost of acquisition, without depreciation or amortization.

H. Allocations of Tangible Personal Property Between Constituent Library Districts. Each Constituent Library District shall be entitled to receive, following the last day of the Term of this Agreement as described in paragraph 11 of this Agreement, Tangible Personal Property of the Regional Library, and any funds remaining on hand of the Regional Library which have a total value equal to the total value of all Tangible Personal Property and funds owned by the Regional Library, as described in subparagraph G above, multiplied by such Constituent District's "Pro Rata Share" as hereinabove described in this paragraph 13. If a Constituent District, by receiving and retaining as its property, the Tangible Personal Property located within and used in connection with the operations of the Library Facilities retained by it pursuant to subparagraph A above and subparagraph J below, receives Tangible Personal Property or funds which have a value more than its Pro Rata Share of the entire value of all Tangible Personal Property and funds owned by the Regional Library, then it shall immediately compensate the Regional Library for the difference, by a cash payment or delivery of Tangible Personal Property, in a value of the sum of the excess, which such sum shall be allocated among all of the Parties in accordance with their Pro Rata Shares as described in this paragraph 13. If a Constituent District so receives Tangible Personal Property and funds having an aggregate value less than its Pro Rata Share of the aggregate value of all Tangible Personal Property owned by the Regional Library, then it shall be compensated by the Regional Library for the difference (either in cash or Tangible Personal Property), with each of the Constituent Library Districts being assessed for their respective Pro Rata Shares of such deficiency.

I. Intention. The intention is that each of the Constituent Library Districts will retain the Tangible Personal Property located within and used in connection with each Facility, the building and land for which is owned by or leased by it, and is allocated to it pursuant to subparagraph J below, and that each of the Constituent Library Districts shall receive, in value, their respective Pro Rata Shares of all of the Tangible Personal Property and funds owned by the Regional Library, with any excesses or deficiencies being made up in cash or Tangible Personal Property, so that each Constituent Library District will receive Tangible Personal Property and funds equal to and only equal to their respective Pro Rata Share of the total value of the Regional Library's Tangible Personal Property and funds, with all such Tangible Personal Property being valued on an historical cost basis as hereinabove described in this paragraph 13.

J. Allocation of Any Real Estate Owned by Regional Library. If the Regional Library now owns or hereafter acquires or leases, in its name, any Facility, or any land or

other building or real estate (all, collectively, “the Facilities”), then each such Facility shall be allocated to that Constituent District within the geographic boundaries of which such Facility is located. Such Constituent District shall be deemed to have received property having a “value” equal to the difference between the “value” of the Facility and any indebtedness which is collateralized or secured by a lien or encumbrance on the Facility. Leased property shall be valued at the cost of any leasehold improvements made by the Regional Library. Any lien or encumbrance or lease shall be assumed by the Constituent District to which the Facility is allocated, which such Constituent District shall also assume the indebtedness or lease, and shall pay and perform all duties and obligations with respect to the indebtedness or lease, and shall indemnify, defend, save and hold harmless the Regional Library and the other Constituent Library District from all suits, actions and causes of action arising out of such indebtedness or lease, or any failure of timely payment of any payment required by such indebtedness or lease. The Facility shall be valued at historical costs (but leased Facilities shall be valued only at the cost of leasehold improvements), meaning its cost of acquisition, without depreciation or amortization, in the same manner in which Tangible Personal Property is to be valued pursuant to paragraph G of this paragraph 13. The Facility shall otherwise be treated as if it is Tangible Personal Property (even though it is real estate), and shall, as if it were Tangible Personal Property, be included in the allocation and provisions set forth in paragraphs E through I of this paragraph 13.

K. Resolution of Disputes and Disagreements by Mediation and Arbitration. If there are disputes or disagreements concerning the dissolution of the Regional Library, or the termination of the Contract, or the allocation of the land or buildings of, or the Facilities of the Regional Library, or the Tangible Personal Property of the Regional Library, then all such disputes must be resolved by a process of mediation and arbitration, and not by judicial litigation. The processes of mediation and arbitration shall be compulsory and not optional. All such disputes shall be first submitted to mediation, and only if such mediation is unsuccessful in resolving the dispute shall then the dispute be submitted (and must then be submitted) to binding arbitration. The disputing parties must select a disinterested mediator, by mutual agreement, but if they are unable to agree upon the identity of such a mediator, then such a mediator shall be selected by the head or director of the Alternative Dispute Resolution Service or Alternative Dispute Resolution Section of the School of Law of the University of Missouri at Columbia. If mediation fails to achieve an agreement on the resolution of the disputes, then the disputes must be submitted to binding arbitration before an arbitrator agreed to by the disputing Parties and in the absence of such agreement, then to an arbitrator selected by the American Arbitration Association, acting through its office which has jurisdiction over Columbia, Missouri. Such arbitration shall be conducted under the auspices of the American Arbitration Association pursuant to the then effective rules of the American Arbitration Association for resolution of commercial disputes.

14. Further Explanation of Authorities and Obligations and Immunities of Board of Trustees. The Regional Library’s Board of Trustees shall be charged with carrying out the purposes of this Agreement and acting on behalf of and pursuant to the obligations of providing governmental services for the Regional Library and each of Constituent Library Districts, and all members of the Board of Trustees for the Regional Library and all officers of the Board of Trustees, shall, therefore, be entitled to and shall enjoy all of the immunities of officers of political subdivisions of the State of

Missouri, and shall be entitled to the privileges and immunities and charged with the responsibilities of, and as enjoyed by, governmental officials, of the respective Constituent Library Districts and of the Regional Library.

15. Current Bylaws. Until amended by the Board of Trustees of the Regional Library in the manner provided for by subparagraph D of paragraph 4 of this Agreement, the Bylaws of the Regional Library and its Board of Trustees shall be those Bylaws, dated effective January 1, 2018, which are attached to this Agreement as Exhibit 1 and are incorporated into this Agreement by reference as though fully set forth herein verbatim.

IN WITNESS WHEREOF, this Agreement has been executed by the Constituent Library Districts, acting through their respective Boards of Trustees, who have authorized their respective presidents to execute this Agreement in the name of and on behalf of such Constituent Library District.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

CONSTITUENT LIBRARY DISTRICTS:

Columbia and Boone County Library District:

By: The Board of Trustees of the Columbia and Boone County Library District

By: _____

Name Printed: _____,

its president, by authority granted to such president by such Board of Trustees

Date of Signature: _____

Callaway County Library District:

By: The Board of Trustees of the Callaway County Library District

By: _____

Name Printed: _____,

its president, by authority granted to such president by such Board of Trustees

Date of Signature: _____

Exhibit 1 - Bylaws

Schedule A - Facilities

Schedule B - Tangible Personal Property