



SELCO – Southeastern Libraries Cooperating Public Library Membership Agreement

This Agreement is made between the _____ Library (hereinafter referred to as the "Library"), which seeks to improve library service to its users by participating in Southeastern Libraries Cooperating (hereinafter referred to as "SELCO"). SELCO is a non-profit corporation organized under Minnesota Statutes 317A designated as a regional public library system and recognized in Minnesota Statutes 134.20. SELCO's purpose, as specified in Minnesota Statutes 134.34, is to strengthen, improve, and promote library services in the participating areas. The Library must meet certain minimum requirements for location, financial support, and service hours as stated in the SELCO Bylaws to qualify for membership.

I. Library Membership Requirements. In consideration for no membership fee, the Library, as identified in Minnesota Statutes 134.001 and 134.07, wishes to participate in SELCO and agrees to the following terms and conditions. The Library agrees to:

- A. Operate according to the requirements for public libraries in Minnesota Statutes Chapter 134.
- B. Maintain a bibliographically organized collection of materials that are available for reading, listening, and/or viewing by its users.
- C. Share resources consistent with its current circulation policies. For example, the Library may not borrow material types it is not willing to lend to its users.
- D. Provide relevant information about its resources, programming, staffing, and hours of services, as well as contact information for the Library, and allow for such information to be published in both print or electronic format.
- E. Work towards the development of shared bibliographic information or other contributions that are mutually agreed upon by the Library and SELCO.
- F. Maintain financial support of its own library at a level, which in no way is reduced because of participation in SELCO.
- G. Charge a non-resident fee, not less than the fee established, from time to time, by SELCO's Board of Directors, to all users not residing within or paying property taxes in the State of Minnesota.
- H. Provide full, accessible, and non-discriminatory service to regional residents, participate in regional resource sharing, and accept the terms of the Reciprocal Borrowing Compact.
- I. Promptly pay, when due, any dues, fees, or assessments set by SELCO's Board of Directors.
- J. Have a representative attend two-thirds of the Advisory Committee meetings held during the fiscal year.
- K. Participate in the SELCO Integrated Library System (ILS) or maintain a separate ILS. Notification must be given to the SELCO Board of Directors of any intentions to purchase or create a new separate ILS from the SELCO ILS. Any direct system-to-system connection between ILS in the region requires an agreement between the members on appropriate technology, costs, and procedures, as well as determining financial responsibilities.
- L. Complete and submit an annual report as required by the State of Minnesota.
- M. Participate in the SELCO strategic planning process.

II. SELCO Responsibilities. SELCO programs and services will be based on the available funds appropriated by the State Legislature. Every attempt to provide the services listed below will be made; provided, however, SELCO retains the right to modify the range of services. SELCO will:

- A. Provide professional development opportunities, including continuing education opportunities, training workshops, special programs, and other professional development events at little or no cost.
- B. Offer grants and scholarships to assist members in their special needs.
- C. Host member Websites, if desired.
- D. Provide professional resources for member libraries, including an online directory of member libraries, staff, and contact information.
- E. Enhance resource sharing and support reciprocal borrowing.
- F. Provide regional delivery service.
- G. Keep members informed of services and programs through appropriate notifications and meetings.
- H. Administer a relevant strategic plan based on member input
- I. Provide advocacy support for member libraries, if desired.
- J. Administer special grant funds.

III. Compliance with Public Library Membership Requirements. All member libraries, including the Library, must comply with the membership requirements to be members in good standing and to receive the benefits of SELCO services.

If the Library fails to adhere to a membership requirement, it will be considered out of compliance. Upon Library's noncompliance, the SELCO Executive Director will meet with the Library Director to create a plan to return to compliance. This plan will be presented to the SELCO/SELS Board of Directors for approval.

The Library's failure to resolve issues of compliance will result in termination of its membership as described in Section IV below.

IV. Termination. The Library may voluntarily terminate its membership upon sixty (60) days prior written notice to SELCO.

Upon the termination of Library's SELCO membership, the Library will promptly return all materials, equipment, and other items received from SELCO within the last three years. Library will also promptly return any items borrowed from other participating libraries and pay any owning library for any lost or damaged items.

Termination of its membership shall not relieve the Library of any current financial obligations.

Subject to the provisions of Section III above, the SELCO Board of Directors will, at its meeting, by a two-thirds ($\frac{2}{3}$) vote of those present and voting (assuming a quorum), terminate the Library's membership upon its failure to come back into compliance with any requirement of this Agreement. Notice of such meeting shall specifically state that such termination shall be one of the items of business to be considered at the meeting.

V. Indemnification. To the extent permitted by law, the Library and SELCO agree to indemnify and hold each other and its officers, Board members, agents, and employees harmless from any liability, loss, or damage it may suffer as a result of claims, demands, costs or judgments against it arising out of the activities to be carried out pursuant to the obligations of this Agreement.

This Membership Agreement shall commence July 1, 2025, and automatically renew each year.

IN WITNESS WHEREOF, the undersigned have executed this Membership Agreement as of the latest of the dates set forth below.

Name of Library

City

County

Signature and Title of Library Board Chair or Authorized Local Government Official

Date

Signature of Library Director

Date

Mildred A. Halverson

3-10-2025

Signature of SELCO/SELS Board President

Date

