

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made between El Paso Area Libraries Consortium (“EPAL”), 812 N. Virginia, Ste. A, El Paso, Texas 79902 and Gadsden Independent School District, 4950 McNutt, Santa Teresa, NM (“Organization”) (collectively “the Parties).

El Paso Area Libraries Consortium

1. Legal Status: El Paso Area Libraries Consortium (EPAL) is a non-profit organization corporation. The period of its duration is perpetual. The corporation is organized exclusively for charitable, educational, or scientific purposes within the meaning of section 501 (c) (3) of the Internal Revenue Code. The purpose of the corporation includes, but is not limited to strengthening the delivery of and resources for, information and research through the development of cooperative programs and services of libraries in the El Paso region and surrounding areas and for access by the global community.

2. Membership: EPAL membership includes Members, Associate Members and Partners. Members are academic, research, corporate or public institutions or organizations in the El Paso region which maintain library or information services. They pay dues, have voting status, and a representative serves on the EPAL Board. Associate Members are institutions, organizations, or businesses of an educational, non-profit or other nature. They pay dues and have a non-voting status. Partners are institutions or organizations that assist EPAL with selected projects and operations. They do not pay dues and have a non-voting status.

3. Vision and Mission: The vision for EPAL is a united community that enriches residents’ quality of life through equal access to information and resources. Its Mission is to promote life-long learning by providing equal access to information and resources.

4. Strategic Plan: The Strategic Plan guides the development and conducting of specific educational programs and activities that allow EPAL to fulfill its purpose, achieve its vision and accomplish its mission. The Plan is revised periodically.

5. Funding: Funding for EPAL is provided by Members, Associate Members and Partners in the form of dues, other cash funding or in-kind contributions. Dues will be set by the EPAL Board each year, the dues will be automatically renewed, and the dues are due no later November 30, each year. Any Member, Associate Member or Partner of EPAL may from time to time submit grant applications on behalf of EPAL after coordination with the Board of Directors. In addition, EPAL will seek grant funding, contributions, and other support from individuals, businesses, organizations, foundations, and from local, state and federal governmental funding sources to accomplish its activities.

6. Management: The management of the affairs of EPAL is vested in the Board of Directors. The Board may develop Professional Service Contracts for an Executive Director and other staff to carry out the business of EPAL. The fiscal year for EPAL shall begin September 1 of one calendar year and end August 31 of the following calendar year.

- a. The Board shall consist of one voting representative (the director or the director's designated representative) from each EPAL Member institution.
- b. The Board will elect a President and other officers. The term of service and obligations of office shall be published in the EPAL Bylaws.
- c. Each EPAL Member institution shall have one vote.
- d. The Board shall develop and maintain Bylaws governing EPAL activities and services that are not inconsistent with any ordinance or other law that applies to the governing bodies of the members of EPAL.
- e. The Board shall be responsible for all EPAL funds and shall approve budgets and expenditure plans.
- f. The Board shall set policies for EPAL and its relationship with member institutions.
- g. The Board shall establish advisory groups or ad-hoc committees as needed.

7. Dissolution: EPAL will continue in existence as long as at least three (3) Members recognize the need for EPAL and agree to keep it in operation as described in the EPAL Bylaws. In the event EPAL is dissolved, all debits and obligations will be met and to the extent allowed by Texas law, the remaining assets shall transfer back to the Member institutions and organizations. Otherwise the EPAL Board shall execute the transfer of remaining assets to one or more suitable nonprofit organizations.

Agreement to Terms and Conditions

1. EPAL Duties: EPAL agrees to develop programs and services that support its purpose, vision, and mission as described herein. Copies of the EPAL Certificate of Formation, Bylaws and current Strategic Plan will be made available upon request.

2. Organization Duties: Organization is a (check 1) Member ____, Associate Member ____, or Partner ____ of EPAL. It agrees to pay dues or other fees and obligations as described herein in a timely fashion and to support the purpose, vision, and mission of EPAL by assisting with the development and carrying out of the EPAL Strategic Plan.

3. Term and Termination: This MOU shall become effective on the Activation Date indicated below and will be in effect until the following August 31. This MOU shall be automatically renewed thereafter on a year to year basis and remain in effect until terminated by the mutual consent of the parties or by effective written notice of withdrawal by either Party. If the first year of participation is not for a full year, dues and other fees may be prorated. Either party may terminate this MOU by submitting a written notification of termination to the other party at least 30 days prior to the date of termination. No Member, Associate Member, or Partner shall receive reimbursement of its contributions to EPAL upon its withdrawal.

4. Warranty and Indemnity: No Member, Associate Member or Partner of EPAL gives any warranty, expressed or implied, as to the fitness for a particular purpose for any item product, or service, nor will any party be liable for any damages, including but not limited to, incidental or consequential damages arising from any matter covered by or related to this MOU, other than those provided by law.

5. Law Governing Memorandum of Understanding: For purposes of determining the law governing the same, this MOU is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

6. Entire Agreement: This MOU constitutes and expresses the entire agreement of the parties hereto in reference to any of the matters herein provided for or herein discussed, all promises representations and understanding relative hereto being herein merged. No amendment, consent or waiver of terms of this MOU shall bind any party unless in writing and signed by both parties.

7. Notices: Any notice to be given under this MOU shall be sufficient if sent by certified mail, return receipt requested, to the other Party at the address listed above or the last known address if otherwise notified in writing.

8. Activation Date: This MOU shall become effective on (date of activation) _____.

Signatures

The parties, by the signature below of their authorized representatives, acknowledge having read and understood this Memorandum of Understanding and to be bound by its terms and conditions.

Organization Authorized Representative Name and Title (print or type)

Signature _____, **Date** _____

EPAL Authorized Representative Name and Title (print or type)

Signature _____, **Date** _____