

AGREEMENT BETWEEN THE RAPID CITY PUBLIC LIBRARY BOARD OF TRUSTEES AND THE
RAPID CITY SOCIETY FOR GENEALOGICAL RESEARCH

This Agreement is made effective the ____ day of _____, 2020, by and between the Rapid City Public Library Board of Trustees, of 610 Quincy Street, Rapid City, SD 57701 (the “Library”), and the Rapid City Society for Genealogical Research, a South Dakota nonprofit corporation, of PO Box 1495, Rapid City, SD 57709 (the “Society”).

WHEREAS, the Society owns and maintains a collection of books, records, microfilm, atlases, and other historical and genealogical materials (“the collection”) and desires to better serve those researching family and local history by providing genealogical and historical materials and services; and

WHEREAS, the Society and the Library recognize the value to the community of familial and historical research; and

WHEREAS, the Society and the Library have enjoyed a cooperative relationship over the past decades; and

WHEREAS, the Society and the Library desire to continue their relationship as provided in this Agreement.

NOW THEREFORE, it is agreed by the parties as follows:

1. Purpose. The purpose of this Agreement is to outline the cooperative relationship between the Library and the Society related to the housing and use of the Society’s collection of materials at the Rapid City Public Library.

2. Library Obligations. Pursuant to this Agreement, the Library agrees that it will
 - a. Provide space and designate shelving in an appropriate public area of the library for the use and housing of the Society’s collection at no cost to the Society;
 - i. The size and location of shelving will be based upon the Library’s space availability, its relevant policies, and the needs of the Library as determined by Library management.
 - ii. The Society will be notified in writing when changes in location of the Collection housed at the Rapid City Public Library are needed.
 - b. Catalog each entry with a searchable descriptive field, identify within the Library catalog that the items are owned by the Society, apply security tags, and organize the Society’s collection;

- c. Maintain usage statistics for the Society's collection based upon accepted library policies and practices, including tracking in-library use of materials consistent with existing library practice;
 - d. Include a link to the Society's website on the Library's website;
 - e. Maintain a current and relevant Collection Development Policy; and,
 - f. Treat the collection as a non-circulating reference collection.
3. Society Obligations. Pursuant to this Agreement, the Society agrees that it will
- a. Link to the genealogy materials in the Library's catalog on the Society's website;
 - b. Maintain collections housed at the Library based on the Rapid City Public Library's Collection Development Policy, and maintain collections and materials not housed at the Library as the Society deems necessary;
 - c. Not re-shelve materials;
 - d. Inform the Library contact in writing when items are added or removed from the collection, in order to ensure accuracy of the catalog; and,
 - e. Conduct an annual inventory of the collection and advise the Library in writing of any items to be added or withdrawn.
4. Capacity. The Society's collection housed at the Rapid City Public Library shall not exceed the capacity of the designated space and shelving.
5. No liability. The Library shall not be liable for the loss, damage, or theft of any material owned by the Society. The Society shall not be liable for the loss, damage, or theft of any material owned by the Library. The parties agree to release each other from any such liability, and further agree to make no claims against each other for such liability.
6. Contacts. The Library and Society agree to designate one contact person from each organization to serve as a contact for communication regarding this Agreement. All designations shall be in writing and emailed to the other party. The Library and Society will also identify a designated contact for the purposes of collection and collection development discussions. Those designated contacts will present an annual report to each Board.

7. Term. This Agreement shall begin _____, 2020, and remain in effect for two years, until _____, 2022, at which time the Agreement may be continued or terminated by agreement of the parties. This Agreement may be terminated in advance of such expiration date by either party, by providing ninety days' notice in writing.

8. Relationship between the Parties. The relationship of the parties is that of independent contractors. The parties are not, by virtue of this Agreement or otherwise, in an employer-employee, principal-agent, joint venture or partnership relationship with each other, and each party agrees not to represent to any other person, or to assert in any form or forum to the contrary. Neither party is authorized to act as an agent for, or legal representative of, the other party and neither party shall have the authority to assume or create any obligation on behalf of, in the name of, or binding upon the other party.

9. Integration. This Agreement and the agreements and documents referred to herein (including any Library policies incorporated herein) contain the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, negotiations, and understandings, whether written or oral. This Agreement may only be amended by a written document duly executed by all parties.

10. Third Parties. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein shall give or be construed to give any person or entity, other than the parties hereto, their respective successors, and permitted assigns, any legal or equitable rights hereunder.

11. Counterparts. This Agreement may be executed in counterparts; each such counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one Agreement.

RAPID CITY PUBLIC LIBRARY BOARD OF TRUSTEES

By _____
Fay Bice, Chair

RAPID CITY SOCIETY FOR GENEALOGICAL RESEARCH

By _____
(signature)

(printed name)
Its _____
(title)

ADDENDUM TO THE
AGREEMENT BETWEEN THE RAPID CITY PUBLIC LIBRARY BOARD OF TRUSTEES AND THE
RAPID CITY SOCIETY FOR GENEALOGICAL RESEARCH

This Addendum is made effective the ____ day of _____, 2020, by and between the Rapid City Public Library Board of Trustees, of 610 Quincy Street, Rapid City, SD 57701 (the “Library”), and the Rapid City Society for Genealogical Research, a South Dakota nonprofit corporation, of PO Box 1495, Rapid City, SD 57709 (the “Society”), for the purposes of defining the operational actions to achieve the intent of the Agreement between the Library and the Society.

1. The Society’s collection housed in the Library as of March 13, 2020, will be inventoried and maintained until December 31, 2020, with the following agreements:
 - a. The Society’s representatives will complete an inventory of their collection by September 15, 2020;
 - b. The Society will determine items of local interest that would be retained as reference (non-circulating) copies, and work with the Library contact to move those to the available shelving in the Local History Room;
 - c. The Library will move the Society’s collection to temporary shelving as of October 1, 2020;
 - i. The Society will be informed as to the schedule and location of the move, and may have representatives present to assist at their choosing;
 - d. Throughout the remainder of 2020, and forward, the Society will identify which items in their collection have digitized records available and may be removed;
 - e. Those items with digitized records will be removed from the Society collection housed at the Library;
 - f. Effective January 2, 2021, the Society collection will be moved to the designated shelving identified by the Library; the Society will be informed as to the schedule and location of the move, and may have representatives present to assist at their choosing.
2. The Library will provide training to assigned Society members on use of the public digitizing equipment;
 - a. The Society will designate titles for digitization that are not already available in digital format;

- b. The Society will digitize those titles, adhering to relevant copyright laws, and make links publicly available for those digitized titles.

RAPID CITY PUBLIC LIBRARY BOARD OF TRUSTEES

By _____
Fay Bice, Chair

RAPID CITY SOCIETY FOR GENEALOGICAL RESEARCH

By _____
(signature)

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Its _____
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