

LIBRARY SERVICES AGREEMENT

This Agreement is made effective May 17, 1993 between the Branch District Library System (BDLS) and the Township of Bronson (the "Township") and the City of Bronson (the "City") to provide for the continuation of a Branch Library at Bronson, Michigan.

WHEREAS, BDLS is a District Library organized and existing pursuant to Act 24 of the Public Acts of 1989; and

WHEREAS, the Township owns the facility located at 207 North Matteson, Bronson, Michigan 49028, and is desirous of BDLS continuing to operate a branch library at that location; and

WHEREAS, such library facility is subject to a Decree entered August 9, 1949 in Branch County Circuit Court (the "Decree"), which Decree provides for certain rights of the City; and

WHEREAS, the City wishes to approve this agreement;

NOW, THEREFORE, subject to the Decree, the parties agree as follows:

1. The Township shall recommend one appointee to the Branch District Library Board to be appointed by the Branch County Board of Commissioners.

2. A branch library advisory board is established by the Township to be responsible, in general, for the branch buildings, grounds, and their furnishings. The board shall act as liaison between the Township board and BDLS. The Board may administer gift monies, memorial funds and local government appropriations for the Township.

3. The Township shall continue to provide the physical facilities at 207 North Matteson, Bronson, Michigan 49028 or such other facilities as are adequate and agreeable (the "Facility") to BDLs and the Township for use as a branch library, together with adequate parking space for employees and patrons.

4. The Township shall continue to provide heat and light as well as exterior maintenance of the Facility.

5. The parties shall cooperate in the internal maintenance and repair of the Facility, including, but not limited to, wall covering and carpeting as shall be mutually agreed. Monies for such projects shall come from the BDLs Capital Improvements Fund.

6. The Township shall carry, at its own expense, such insurance as is required by law on related public properties and to protect its own interest. BDLs shall provide, at its own expense, such insurance as it deems necessary to protect library personnel and property.

7. In the event of fire and other casualty resulting in the destruction of the Facility provided by the Township:

A. The Township shall repair the premises within 90 days, or

B. The Township within 90 days shall provide other premises adequate for library purposes and acceptable to BDLs. If no repair is made, or alternative premises provided, BDLs will have no obligation to continue this Agreement, and, at its option, may terminate this agreement.

8. Gift monies such as Memorial Funds and the income

therefrom, grant monies, and local government appropriations shall be used for the branch library at the discretion of the Township or its Library Board. Unless otherwise agreed to in writing, these monies will remain the property of and under the control of the Township or its Library Board.

9. The branch librarian and branch clerk shall be appointed by the BDLs in consultation with the Township. Such persons shall be employees of and be paid by the BDLs.

10. BDLs shall keep each branch library open the number of hours necessary for adequate library service in proportion to the population served, providing there are sufficient funds available to the system. Any changes will be made at the discretion of the BDLs in consultation with the Township. Generally, such changes will be pro-rated based on the amount of services generated by each service unit.

11. The BDLs shall provide the following in connection with continued library services to the Township:

A. Books and library material.

B. Library supplies, equipment and furniture. (All items in A and B above, shall be considered on "permanent loan" to the branch but shall remain the property of BDLs.)

C. Necessary support services essential to library operations including, but not limited to: technical services, acquisitions, collection development and control, district-wide program services, delivery and any other services which are deemed essential to promote and develop the growth and quality of library services in the Branch District Library System area.

12. The materials, furniture and equipment now belonging to the Township shall remain the property of the Township. All future gifts to that branch shall become the property of the Township unless the donor specifies otherwise. Trade fixtures placed upon the branch library premises by BDLS shall remain the property of the BDLS and may be installed or removed in its discretion. In the event installation or removal shall cause any damage to the structure itself, the same will be repaired at the expense of BDLS.

13. Any person registered and in good standing at any branch may, upon presentation of his or her identification card, borrow books from any other branch of the Branch District Library System.

14. This Agreement may be terminated at the end of any Branch District Library System fiscal year by either party, upon ninety days written notice of termination to the other party. Both parties agree that such action would be precipitous without mutual discussion and general agreement on the terms of such discontinuance. In the event such intent to discontinue shall be noticed, each party shall, by its respective board, conduct such discussions with the opposite party and will ensure that all reasonable alternatives have been fully explored. Final determination of any proposed discontinuance shall remain, however, with the party giving notice of intent to discontinue.

15. This Agreement contains the entire agreement between the parties, and all prior agreements and negotiations relating hereto are deemed merged herein, except for the Decree. This agreement may be amended only in a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 17 day of May, 1993 effective as of the date first above written.

For Branch District Library System:

By: Richard Sharland
Richard Sharland
Its Chairman

By: Carol Brown
Carol Brown
Its Secretary

For Bronson Township:

By: Ken W Carpenter
Its Supervisor

By: Gloria Kessler
Its Clerk

For City of Bronson:

By: Leonard W Koles
Its Mayor

By: Gerald A. Hollister
Its City Manager/Treasurer

Prepared by:
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