

LIBRARY SERVICES AGREEMENT

This Agreement is made effective July 6, 1993 between the Branch District Library System (BDLS) and the Township of Algansee (the "Township") to provide for the continuation of a Branch Library at Algansee, Michigan.

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

WHEREAS, the Township provides the facility located at Dow's Store, and is desirous of BDLS continuing to operate a branch library at that location;

NOW, THEREFORE, the parties agree as follows:

1. The Township shall continue to provide the physical facilities at Dow's Store or such other facilities as are adequate and agreeable to the Branch District Library System Board and the Township for use as a branch library, together with adequate parking space for employees and patrons.

2. The Township shall provide heat and light as well as exterior maintenance of the facility.

3. The parties shall cooperate in the internal maintenance and repair of the facility, including but not limited to wallcovering and carpeting as shall be mutually agreed. Monies from such projects shall come from the BDLS Capital Improvements Fund.

4. 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. The BDLS shall provide, at its own

expense, such insurance as it deems necessary to protect library personnel and property.

5. In the event of fire and other casualty resulting in the destruction of the premises provided for the library services by the Township either:

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.

6. Gift monies such as Memorial Funds and the income therefrom, grant monies, and local governmental appropriations shall be used for the branch library at the discretion of the second party or the branch library advisory board, if any. Unless otherwise agreed to in writing, these monies will remain the property of and under the control of the second party or the branch library advisory board.

7. The branch clerk shall be appointed by BDLS in consultation with the Township. Such clerk shall be an employee of and shall be paid by the BDLS party.

8. The BDLS shall keep the 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 service generated by each service unit.

9. BDLS shall provide the following in connection with continued library services to the Township:

A. Books and library materials.

B. Library services, 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.

10. 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 or is otherwise agreed to by the parties. Trade fixtures placed upon the branch library premises by the BDLS shall remain the property of the BDLS and may be installed or removed at its pleasure. In the event the installation or removal shall cause any damage to the structure itself, the same will be repaired at the expense of BDLS.

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

12. This Agreement may be terminated at the end of any Branch District Library System fiscal year by either party hereto, 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.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 6th day of July, 1993 effective as of the date first above written.

For Branch District Library
System:

By: Richard S. Sharland
Richard Sharland
Its Chairman

By: Carol A. Brown
Carol Brown
Its Secretary

For Algansee Township:

By: John Shilling
Its Supervisor

By: Suzanne R. Preston
Its Clerk

Prepared by:
Andrew J. Van Doren (P35506)
Biringer, Hutchinson and Van Doren, P.C.
Century Bank and Trust Building
Coldwater, Michigan 49036-1897 ksb
517-279-9745
g378.5