

## LIBRARY SERVICES AGREEMENT

**THIS AGREEMENT** made the 17th day of April, 2012, and effective July 1, 2012, by and between the Benton Harbor Library Board, hereinafter referred to as "Library Board", and Benton Charter Township, a Michigan Municipal Corporation, hereinafter referred to as "Township":

### WITNESSETH

**WHEREAS**, the Township and Library Board desire to enter into an agreement for the purpose of making library services available to Benton Charter Township residents, and;

**WHEREAS**, the Township and Library Board wish to provide for Township representation on the Library Board, and;

**WHEREAS**, the Township and Library Board desire to set forth their agreement in writing pursuant to Act 164 of the Public Acts of 1877; MCL 397.213; as amended;

**NOW THEREFORE**, in consideration of the mutual promises hereinafter set forth, the parties hereto do hereby agree as follows:

1. Library Services. The Library Board shall provide to all residents of the Township complete library services on the same basis as is available from the Library Board to the residents of the City of Benton Harbor. The Library Board shall issue to each resident of the Township, upon request, a library card entitling that resident to the same rights and privileges as the holder of a Benton Harbor Library card.

2. Term. The term of this Agreement begins on July 1, 2012 and expires on June 30, 2015.

3. Penal Fines. The Township shall and hereby agrees to pay to the Library Board all the Township's annual penal fine monies returned to it pursuant to Act 59 of the Public Acts of 1964; MCL 397.31; as amended; and also any state aid that the Township may receive pursuant to Act 89 of the Public Acts of 1977; MCL 397.551; as amended. Township shall request the Berrien County Treasurer and the Library of Michigan to make the respective penal fine payments and state aid payments directly to the Library Board.

4. Additional Township Contribution. In addition, the Township shall and does hereby agree to annually budget for library purposes the sum of One Hundred Fifteen Thousand Dollars (\$115,000.00) for the years 2012, 2013 and 2014. Payment of said sums shall be made semi-annually by the Township to the Library Board beginning July 1, 2012 and thereafter on or before January 1 and July 1 of each year.

5. Township Representatives. The Township shall appoint two (2) representatives as members of the Library Board, which representatives shall be full voting members with all the rights and privileges as the Library Board members appointed by the City of Benton Harbor. The Township's representatives shall be recommended by the Township Supervisor and approved by the Township Board of Trustees.

The terms of office for each of the Township's representatives shall be three (3) years, beginning on the 1<sup>st</sup> day of July 2012 and ending on the termination of this contract. Upon the expiration of said term and/or in the event of a vacancy in either of the positions, the Township shall appoint a successor for the balance of the unexpired term.

Upon ratification of this agreement by both parties, and in accordance with the terms and provisions of the previous library services agreement, the term of office of the current township representatives shall expire on June 30, 2012 and the Township shall appoint two (2) new representatives as members of the Library Board with all the rights and privileges as set forth above.

6. Library Board Member Removal. It is further agreed that the Library Board may remove a township board representative member for cause by a two-thirds (2/3) vote of the members of the Library Board.

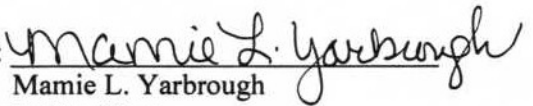
7. Library Property. It is further agreed that all books, fixtures, furnishings, buildings, or other property presently owned by the Library Board shall remain the sole property of the Library Board subject only to the rights of the residents of the Township to use such facilities as provided in the Agreement.

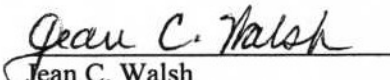
8. Termination. This Agreement may be terminated by either party by giving six (6) months written notice to the other of its intention to terminate the Agreement and setting forth the date of said termination.

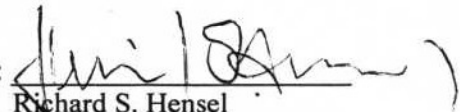
Signed in the presence of:

**BENTON HARBOR LIBRARY BOARD**

  
Frederick J. Kirby  
Library Director

By:   
Mamie L. Yarbrough  
Its President

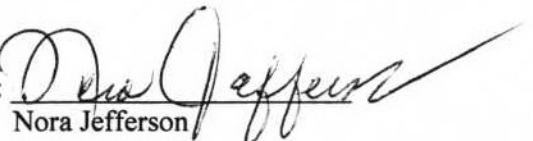
  
Jean C. Walsh  
Director's Secretary


By:   
Richard S. Hensel  
Its Vice-President

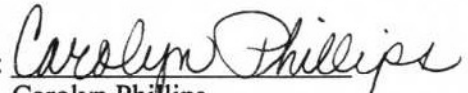
Signed in the presence of:

**BENTON CHARTER TOWNSHIP**

  
Kelli L. Nelson

By:   
Nora Jefferson  
Its Supervisor

  
Donald D. Dettman

By:   
Carolyn Phillips,  
Its Clerk



1725 Territorial Road, Suite B  
Benton Harbor, MI 49022

Tel: (269) 925-0616

Fax: (269) 925-7134

[www.bentonchartertwp.org](http://www.bentonchartertwp.org)

July 3, 2013

Benton Harbor Public Library  
Mr. Frederick J. Kirby, Director  
Mamie Yarbrough, President  
213 E. Wall Street  
Benton Harbor, MI 49022

Re: Library Services Agreement

Dear Mr. Frederick and Ms. Yarbrough:

Due to financial concerns facing Benton Charter Township we can no longer continue to make an annual contribution of \$115,000 plus the township's penal fines to the Benton Harbor Library. We would support your efforts to raise a district wide millage to replace the \$115,000 in lost revenue.

Per our agreement, either party may terminate by giving six months' notice to the other party. This letter is notification of our intent to terminate the agreement as of December 31, 2013. However, during the next six months, we are willing to discuss millage requests, reduced contributions or other funding methods to help support the Benton Harbor Library. We will continue to make payments as required for 2013.

Sincerely,

Elden Piontek, Superintendent  
Benton Charter Township

EP/cc

**received**  
7-8-13 *EP*