

This Agreement made and entered into by and between ST. JAMES TOWNSHIP, CHARLEVOIX COUNTY, STATE OF MICHIGAN, and PEAINE TOWNSHIP, CHARLEVOIX COUNTY, STATE OF MICHIGAN, pursuant to Act 164 of the Public Acts of 1955, as amended; being MCLA 397.271 et seq; MSA 15.1780(1) et seq.

WHEREAS, the Townships of St. James and Peaine are empowered by law to establish and maintain libraries and library services, and

WHEREAS, the Townships of St. James and Peaine are authorized by Act 164 of the Public Acts of 1955, as amended, to cooperatively develop a plan and unite for the establishment and operation of a district library; and

WHEREAS, the fundamental purpose in establishing a district library is to improve library services to all citizens of Beaver Island; and

WHEREAS, a proposal to establish and maintain a district library has been heretofore submitted to the Townships of St. James and Peaine; and

WHEREAS, the Townships of St. James and Peaine are desirous of entering into an Agreement to cooperatively develop a plan and unite for the establishment and operation of a district library.

NOW THEREFORE in consideration of the mutual covenants, conditions, and promises contained herein the Townships of St. James and Peaine understand and agree as follows:

1. Beaver Island District Library

The legislative bodies of St. James and Peaine Twps. hereby establish a District Library, which shall be designated the Beaver Island District Library, and which shall have as its district, all of Beaver Island.

2. Contributions: The operation of the District Library shall be financially supported by contributions and other fund sources until a millage takes over.

3. Board Members: There will be a District Library Board of Trustees of the Beaver Island District Library. The District Board shall consist of eight (8) members. The St. James Twp Board shall appoint four (4) members. Two members to be appointed for a two year term. Two members to be appointed to a four year term. The Peaine Twp. Board shall appoint four (4) members. Two shall be appointed to a two year term. Two members to be appointed to a four (4) year term.

Said Board shall elect a Chairperson, and such other officers as it deems appropriate. Said Board shall meet not less than monthly and shall be a public body subject to the Open Meetings Act. Majority of five (5) members shall constitute a quorum.

4. The District Library Board shall be solely responsible for the operation and management of the District Library, subject to Public Act #164 of 1955, as amended, and to the provisions of this Agreement. The Board shall have the following powers:

- a. To establish, maintain, and operate a public library for the district.

- b. To direct a librarian and the necessary assistants.
- c. To purchase books, periodicals, equipment and supplies.
- d. To, upon approval of the governing bodies, purchase sites and erect buildings and lease suitable quarters, and to have supervision and control of the property.
- e. To enter into a contract to receive service from or give service to a library within or without the district and to give service to municipalities within or without the district which do not have a library.
- f. To have exclusive control of the expenditures of all money collected to the credit of the library fund; and
- g. To make by-laws and regulations not inconsistent with this act as may be expedient for the Board's own government and that of the library.

5. Budget: The District Library Board will prepare and adopt a budget.

6. Location and Housing: The Beaver Island District Library shall reside on Beaver Island. The St. James Twp. and the Peaine Twp. Boards agree to provide the Beaver Island District Library with suitable quarters equal to or better than the current quarters consisting of space within the St. James Twp. Hall.

7. Existing Library Contracts: All existing contracts pertaining to a Public Library to the extent allowable by law and by the terms of particular agreements, are hereby assigned to the District Library Board. Such contracts shall include all penal fines contracts.

8 - Termination: Subject to the provisions of Section 6 of Act 164 of the Public Acts of 1955, as amended, is recognized that the withdrawal of either St. James or Peaine Township from this district library shall constitute a final termination of the district library and both St. James and Peaine Townships shall then be entitled to receive Fifty (50%) percent of the net assets of the district library, whether the same constituted of real, personal, or intangible property, and whether the same were made by contributions of property by the Townships or charitable contributions to the district library. Upon withdrawal of either St. James or Peaine Township from the district library, the district library shall cease to exist and the board of trustees of said district library shall be dismissed.

9. Non-Discrimination: The Parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

10. Entire Agreement: This agreement together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein.

11. Amendments: The parties agree to permit modifications of this agreement from time to time, but such modifications shall be in writing by both parties.

12. Assignment: The parties agree there shall be no assignment or transfer of this Agreement or any part thereof unless mutually agreed to in writing by both parties.

13. Venue: Any and all suits for any and every breach of this agreement may be instituted and maintained in any court of competent jurisdiction in the County of Charlevoix, State of Michigan.

14. Interpretation; This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of Consultant, or if a person of Masculine or Feminine gender joins in this Agreement on behalf of Consultant, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires.

15. Authority to Execute: The parties agree that the signatories appearing below have the authority and are duly authorized to execute this agreement on behalf of the party to the Agreement.

16. Hold Harmless: The parties agree to hold each other harmless and their agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorneys' fees arising out of the performance of this Agreement which is caused in whole or in part by other party's negligent act of omission, or that of anyone employed by them.

SIGNATURE

*Cheresa M. Hart*

DATE

9/20/86

SIGNATURE

*R. E. Dunt*

DATE

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