

04

AGREEMENT

BETHLEHEM PUBLIC LIBRARY,
INC.

AND

BETHLEHEM TOWNSHIP

A G R E E M E N T

AGREEMENT made and entered into this ^{14th} day of *August*, 1978, [this Agreement to become effective January 1, 1979] by and between the BETHLEHEM PUBLIC LIBRARY, INC., a Pennsylvania Non-Profit Corporation with its principal office located at 11 West Church Street, Bethlehem, Pennsylvania, hereinafter called the "Library" and BETHLEHEM TOWNSHIP, Northampton County, Pennsylvania, hereinafter called the "Contracting Municipality".

WITNESSETH:

WHEREAS, the Bethlehem Public Library was organized as a free public nonsectarian library for the residents of the City of Bethlehem, and is primarily maintained through the tax support of said residents; and

WHEREAS, the Contracting Municipality is desirous of providing its residents with the privileges of the Library;

NOW, THEREFORE, in consideration of the promises and intending to be legally bound, it is hereby agreed as follows:

1. The Contracting Municipality will make payments to the Library on a per capita basis, said per capita contribution will be equal to the City of Bethlehem's per capita cost. The City of Bethlehem's per capita cost shall be determined by dividing the City of Bethlehem's total population into the City of Bethlehem's total budget allocation and that amount annually expended by the City of Bethlehem for insurance and data processing costs for the Library. All population figures will be based on the latest Federal census.

2. Payments for any year shall be payable in twelve (12) equal installments due on the fifteenth (15th) day of each month.

3. All matching funds received by the Contracting Municipality from the Commonwealth of Pennsylvania on behalf of residents of the Contracting Municipality for library purposes shall be paid to the Library.

4. The Library shall issue resident library privilege identification cards to residents of the Contracting Municipality without charge, at their request. Such cards shall entitle the holders thereof to all the privileges with respect to library services available to residents of Bethlehem who are holders of library cards. The use of said cards shall be subject to all the rules and regulations of the Library.

5. The Contracting Municipality may appoint a representative to the Board of Trustees of the Library. Such representative will have one-half (1/2) vote.

6. The Contracting Municipality shall not be responsible nor liable for loss or damage to property or materials of the Library, but such responsibility shall be that of individual card holders.

7. Regular bookmobile service will be provided consistent with the budgetary capabilities of the Library. If bookmobile service is provided, it will be provided to all Contracting Municipalities.

8. This Agreement shall continue in force from year to year but may be cancelled by either party giving to the other party notice of intent to cancel at the end of any calendar year, which notice must be given no later than November 15th of that year.

IN WITNESS WHEREOF, the parties hereto have hereunto
set their hands and seals the day and year first above written.

BETHLEHEM PUBLIC LIBRARY, INC.

By: [Signature]
President

ATTEST:

[Signature]
Secretary

BETHLEHEM TOWNSHIP

By: [Signature]

ATTEST:

[Signature]
Secretary