

AGREEMENT

AGREEMENT made and entered into this 10th day of December 1991, (this Agreement to become effective January 1, 1992) by and between the BETHLEHEM AREA PUBLIC LIBRARY, INC., a Pennsylvania Non-Profit Corporation with its principal office located at 11 West Church Street, Bethlehem, Pennsylvania, hereinafter call the "Library" and HANOVER TOWNSHIP, Northampton County, Pennsylvania, hereinafter called the "Contracting Municipality".

WITNESSETH

WHEREAS, the Bethlehem Area 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 contained herein and intending to be legally bound, it is hereby agreed as follows:

1. The Contracting Municipality will be charged for the Library Service on a per capita basis, said per capita contribution to 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 together with 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.

* The 1992 fee will be \$76,353.00

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

3. In addition to the charges specified in paragraph one (1), 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 and shall be conditioned upon the continuance in force of this Agreement.

5. The Contracting Municipality may appoint a representative to the Board of Trustees of the Library. Such representative will have one 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 canceled by either party giving to the other party written notice of intent to cancel at the end of any calendar year, which notice must be received no later than November 15th of the current contract year.

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

BETHLEHEM AREA PUBLIC LIBRARY, INC.

ATTEST:

Jane M. Salt

BY Sharon Allegro

HANOVER TOWNSHIP (Northampton County)

ATTEST:

Linda J. Steiner

BY Stephen R. Sawyer