

AGREEMENT FOR THE PROVIDENCE/RIVER HEIGHTS LIBRARY

This agreement is made and entered into this day by and between **CACHE COUNTY**, a political subdivision of the State of Utah, which shall be called the "COUNTY" in this agreement, and the Cities of **PROVIDENCE CITY/RIVER HEIGHTS CITY**, which shall be called "CITIES" in this agreement.

This agreement is made and entered into by and between the parties based upon the following recitals and understanding:

A. The COUNTY entered into a contract with the State for Library services of the Bookmobile program. As part of the Bookmobile program, a Library physical facility has been established at 15 North Main Street in Providence, Utah, to serve the citizens of Cache County.

B. CITIES agree to provide the building and utilities for the Providence/River Heights Branch Library. Utilities include the following: water, sewer, gas, electricity, garbage, heating, air-conditioning, and ventilation.

C. COUNTY agrees to assume responsibility for the day to day operation of the library as part of the Cache County Library system. The COUNTY believes that this action is part of the purpose and necessary services of the COUNTY and will be beneficial to, and is in the best interests of the COUNTY.

NOW THEREFORE in consideration of the mutual terms contained in this agreement, the parties do hereby agree as follows:

1. FACILITY:

The CITIES shall maintain, repair and provide at no cost to the County the physical facility, HVAC, plumbing, electrical and mechanical and the CITIES shall also pay for or provide utilities, parking, snow removal, grounds maintenance, and janitorial services at 15 North Main in Providence. The CITIES shall be responsible for the insurance on the building and fixtures.

2. PROJECT FUNDING:

a. The annual Library budget will be jointly determined by representatives from the CITIES and COUNTY. The CITIES shall pay the COUNTY an initial sum of \$14,120.65 (see attached Budget) to support the services provided to the patrons of the Library. The COUNTY shall fund the Library operations annually at the rate of \$3,600.00. One payment shall be made to the COUNTY by Providence on or about July 1, for the amount agreed to by the parties hereto. At the end of each fiscal year, representatives of the CITIES and the COUNTY shall review the expenditures and adjust the budget based upon actual expenditures. If expenditures are less than the amount of the Agreement, all excess funds shall be credited against the subsequent years Agreement. If the expenditures exceed the proposed budget, the CITIES and the COUNTY shall negotiate to determine the responsibility and if any additional support shall come from the CITIES. It is understood that the CITIES shall divide the payment as follows: Providence City 72% and River Heights City 28% of the total.

3. EMPLOYEES:

COUNTY shall employ and assume responsibility for employees of the Library (excluding Bookmobile staff), subject to reimbursement by the CITIES under the budget agreed to by the parties hereto. It is understood that employees hired by the Library are considered part-time ^{non merit} and as such should normally work ~~no more~~ ^{less} than twenty (20) hours per week. *ML*

4. TERMINATION:

This agreement may be terminated by either of the parties to this contract upon 90 days' written notice. Compensation shall be adjusted in that event upon the basis of services performed by the COUNTY.

5. NOTICE:

Any notices to be given or correspondence sent relevant to this agreement be sent to the parties through the following persons:

A. Notice to the COUNTY

M. Lynn Lemon
Cache County Executive
120 North 100 West
Logan, UT 84321

B. Notice to the CITIES

Alma Leonhardt
Mayor
15 South Main
Providence, UT 84332

6. GOVERNING LAW:

This agreement shall be governed by and interpreted under the laws of the State of Utah.

7. SUBCONTRACTS:

No part of this agreement shall be subcontracted by the CITIES to another party without the prior specific written consent of the COUNTY.

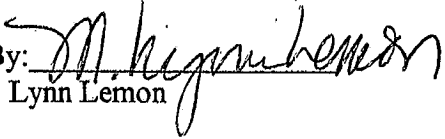
8. EFFECTIVE DATE:

The effective date of this agreement shall be July 1, 1997 and it will expire June 30, 1998. The period of the agreement may be extended by mutual agreement in writing signed by both parties.

IN WITNESS WHEREOF, The parties have executed this agreement in duplicate, each of which shall be deemed an original, on the dates indicated by the signature line for each party.

CACHE COUNTY

By:


Lynn Lemon


PROVIDENCE CITY

By:


Alma Leonhardt

RIVER HEIGHTS CITY

By:


Robert Davis

PROPOSED
LIBRARY BUDGET
1997-1998

BUDGET				
CATAGORY	AMOUNT	COUNTY	PROVIDENCE	RIVER HEIGHTS
Salaries and Wages*	\$9,919.00			
Fringe Benefits**	\$1,487.85			
Office Supplies	\$3,600.00			
Utilities	\$1,980.00		\$1,980.00	
Telephone				
Janitorial	\$780.00		\$780.00	
Professional and Tech	\$105.00			
Grounds Maintance	\$600.00		\$600.00	
Miscellaneous	\$1,409.00			
Equip. Supplies & Main	\$1,200.00			
Total	\$21,080.85		\$3,360.00	
Amount due County	\$14,120.85			
Amount payable:	\$17,480.85			
Providence			\$9,226.21	
River Heights				\$4,894.64
County		\$3,600.00		
Total Cost		\$3,600.00	\$12,586.21	\$4,894.64
*Librarian	988 hrs @ \$6.75	\$6,669.00		
Asst Librarian	520 hrs @ \$6.25	\$3,250.00		
total		\$9,919.00		
** based on 15% of salaries		\$1,487.85		
Cache County Contract	\$14,120.85			

19 Hrs/Week
10 Hrs/Week