



PUBLIC MEETING AGENDA
KALAMAZOO PUBLIC LIBRARY BOARD OF TRUSTEES

August 15, 2023 5:00 p.m.

Van Deusen Room, Central Library

315 S. Rose St. Kalamazoo, MI 49009

Participate through this Zoom link:

<https://kpl-gov.zoom.us/j/89422246986>

or by calling

+1 309-2055-3325

Approval of Agenda

- I. ROLL CALL**
- II. PERSONS REQUESTING TO ADDRESS THE BOARD**
- III. REPORTS AND RECOMMENDATIONS**
 - A. [Texas Township Contract](#) (action)
- IV. BOARD DEVELOPMENT WORKSHOP**
- V. COMMENTS BY TRUSTEES**
- VI. ADJOURNMENT**

Beginning January 1, 2022, The KPL Board of Trustees Meetings will be held in-person to comply with the Michigan Open Meetings Act. Safety precautions will be in place to adjust to pandemic circumstances. Meetings will continue to be streamed virtually, with attendees having the ability to provide public comments in person and online during those points on the agenda. In person and online public commenters have a time limit of three minutes.

Online Public Comment Guidelines

*During "Public Comment" online participants will have the opportunity to address the Board and will be unmuted. There will be an opportunity to speak at the beginning of the meeting and at the end of the meeting. Public commenters are asked to state their name, address, and to keep comments to three minutes during each Public Comment period. To provide public comment, please use the following tools in the Zoom meeting. Use the "Raise Hand" (Press *9 for phone audio) to be called upon by the Board Chair, please state your name and address. Use the "Q&A" window with your name and public comment and the Board Chair or designee will read it out loud. The Board Chair will ask if there are any remaining participants who would like to address the Board before continuing.*



MEMO

TO: Library Trustees

FROM: Terry New
Interim Library Director

RE: **Contract for Library Services
with Texas Township**

DATE: August 28, 2023

Recommendation:

I recommend Board approval of the terms of the attached Library Services Agreement between Kalamazoo Public Library and the Charter Township of Texas.

Executive Summary:

In June of this year, the KPL Board of Trustees approved an extension of a contract with the Charter Township of Texas until September 30, 2023 for full library services for residents of the Mattawan and Schoolcraft school districts within Texas Township. The original contract was the result the library and Township agreeing on a solution for the situation caused by the library not providing library services to those residents from 1999-2015, while still receiving penal fine and state aid revenue during that time. This original contract period of December 2019 – June 2022 was amended to extend through June 30, 2023 due to COVID-related library closures.

To provide a continuation of library services for residents of this township service area at the end of this contract period, Kalamazoo Public Library will provide a basic level of library services which enables users to continue to check our physical print and AV materials from the library and from the Michigan Electronic Catalog (MeLCat). Residents within this service area would be able to have up to three items on hold.

Residents within this township service area will have the option to purchase a digital services card for one-half the cost of a non-resident KPL card. This card will enable residents to access Kalamazoo Public Library's digital resources to include Overdrive, Hoopla, Kanopy, and Freegal.

During the period of this contract, Kalamazoo Public Library will continue to receive penal fine and state aid revenue assigned for this area.

LIBRARY SERVICES AGREEMENT

An AGREEMENT made this 30th day of September 30, 2023, by and between the Kalamazoo Public Library (the "Library") and the Charter Township of Texas (the "Township").

WHEREAS, the Library is a duly authorized and established library in the State of Michigan pursuant to the District Library Establishment Act, 1989 PA 24 ("DLEA");

WHEREAS, Section 12 of the DLEA authorizes the Library to enter into service contracts with other municipalities to provide library service;

WHEREAS, the Library and the Township have determined, it is in the best interests of the health, safety and welfare of their residents to enter into this Agreement.

THEREFORE, the parties agree as follows:

1. **Provision of Library Service.** During the term of this Agreement, the Library shall provide (1) basic library service (the "Basic Library Services") to include access to MeLCat for Township residents who reside within the Mattawan School District and the Schoolcraft School District ("Township Service Area"). Basic Library Service includes the ability to check out physical print and AV materials from the library and through the Michigan Electronic Catalog (MeLCat). Residents within the Township Service Area which have the option to purchase a digital services card for one-half the cost of a non-resident KPL card. This card will enable residents to access Kalamazoo Public Library's digital resources to include OverDrive, Hoopla, Kanopy and Freegal.

2. **Funding.** In consideration of this Agreement and in exchange for Library Services, the Township agrees as follows:

- a. *Penal Fines.* The Township also agrees to assigns 100% of the penal fines allocated to the Township for the Township Service Area under the provisions of Act 59 to the Library during the term of this Agreement.

3. **Term.** The Agreement shall begin on October 1, 2023 and end on June 30, 2025.
4. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter hereof.
5. **Amendments.** No modification of this Agreement shall be binding unless signed by all the parties hereto.
6. **Applicable law.** The validity, construction, interpretation and performance of this Agreement shall in all ways be governed and determined in accordance with the laws of the State of Michigan (without regard to conflicts of law principles).
7. **Authority.** Any party executing this Agreement on behalf of an entity warrants and represents to the other parties to this Agreement that he/she is duly authorized and has the requisite authority to execute this Agreement on behalf of said entity.
8. **Severability.** If any part of this Agreement is held to be invalid or unenforceable under the laws of any jurisdiction where this Agreement is to be performed or sought to be enforced, the remaining provisions shall be enforceable to the maximum extent permitted by law; provided, however, that such remaining provisions effectuate fully the intent of the parties as manifested herein.

CHARTER TOWNSHIP OF TEXAS

By _____

Its _____

Date _____

KALAMAZOO PUBLIC LIBRARY

By _____

Its _____

Date _____