

CAPITAL AREA DISTRICT LIBRARIES BOARD MEETING

5:30 PM, WEDNESDAY, JULY 23, 2025
CONFERENCE ROOM
401 S CAPITOL AVE., LANSING, MI 48933
517-367-6300

Mission Statement:

Empowering our diverse communities to learn, imagine and connect.

AGENDA

CALL TO ORDER

ROLL CALL

COMMUNICATIONS

APPROVAL OF AGENDA (action)

PUBLIC COMMENTS ON AGENDA ITEMS

CONSENT AGENDA (action)

- a. [Approval of Minutes June 25, 2025](#) (enc – action)
- b. Approval of Closed Session Minutes June 18, 2025 (distributed separately)
- c. [Disbursements for June 2025](#) (enc – action)

CHAIRPERSON'S COMMENTS

PRESENTATION

- a. Strategic Plan Draft (distributed separately) – Jan Davidson, MCLS

NEW BUSINESS

General

- a. Library Cooperative Discussion
- b. Legislative Update
- c. Community Contacts

Finance

- a. [June 2025 Financial Report](#) (enc – action)
- b. [2nd Quarter Budget Adjustments](#) (enc – action)
- c. [HUM 221 Non-Union Administrative Employee Policy Manual](#) (enc – action)

- d. [MERS 457 Authorization Recommendation](#) (enc – action)
- e. [T-Mobile Hotspot Agreement](#) (enc – action)
- f. [Firewall and Managed Security Services Recommendation](#) (enc – action)
- g. [Email Security Recommendation](#) (enc – action)

DIRECTOR'S REPORT

POLICIES – No changes, for review only (enc)

- a. [GOV 211 Non-District Municipality](#)
- b. [GOV 251 Aurelius Township Agreement](#)
- c. [GOV 252 Ingham Township Agreement](#)
- d. [GOV 253 Leroy Township Agreement](#)
- e. [GOV 254 City of Mason Agreement](#)
- f. [GOV 255 Foster-City of Lansing Agreement](#)
- g. [GOV 256 South Lansing-City of Lansing Agreement](#)
- h. [GOV 257 City of Williamston Agreement](#)
- i. [GOV 258 Meridian Charter Township Agreement](#)
- j. [GOV 259 Delhi Charter Township](#)
- k. [GOV 260 City of Leslie Agreement](#)
- l. [GOV 261 Stockbridge Township](#)

PUBLIC, STAFF, AND BOARD MEMBER COMMENTS

CLOSED SESSION

Closed Session to consider material exempt from disclosure pursuant to MCL 15.268(h) and MCL 15.243(l)(g).

ADJOURNMENT

CAPITAL AREA DISTRICT LIBRARIES BOARD MEETING

June 25, 2025

Members Present: Brian Baer, Debora Bloomquist, Sandy Drake, Quinn O'Donnell, Ashley Smith, Mark Stewart

Members Absent: Julie Vandenboom

Staff Present: Jolee Hamlin, Sheryl Knox, Julie Laxton, Jenny Marr, Miriam Mattison, Michael Moore, Thais Rousseau

Others Present:

CALL TO ORDER

The Chairperson called the meeting to order at 5:30 p.m.

ROLL CALL

Baer – Present

Bloomquist – Present

Drake – Present

O'Donnell – Present

Smith – Present

Stewart – Present

Vandenboom – Absent with notice

Quinn O'Donnell made a motion to approve the absence of Julie Vandenboom from the June 25, 2025 Board meeting. Ashley Smith seconded the motion. The motion carried.

COMMUNICATIONS

There were no communications.

APPROVAL OF AGENDA

Quinn O'Donnell made a motion to change the title of New Business item F from "MMLC Membership" to "Resolution to Withdraw from MMLC Membership." Ashley Smith seconded the motion. The motion carried.

Quinn O'Donnell made a motion to move New Business items A, B, C, D & E and Finance items A & B to the Consent Agenda. Ashley Smith seconded the motion. The motion carried.

Ashley Smith made a motion to approve the Agenda as amended. Mark Stewart seconded the motion. The motion carried.

PUBLIC COMMENTS ON AGENDA ITEMS

There were no public comments on agenda items.

CONSENT AGENDA

Mark Stewart made a motion to approve the Consent Agenda. Ashley Smith seconded the motion. The motion carried.

- a. Approval of Minutes May 28, 2025
This item was approved by consent.
- b. Disbursements for May 2025
This item was approved by consent.

CHAIRPERSON'S COMMENTS

Board Chair Brian Baer commented on being in the midst of annual report season. He felt the annual report has been well received and expressed gratitude to all involved.

NEW BUSINESS

General

- a. SER 102 Circulation Policy
Language in the policy was updated to reflect current job titles and clarify terminology, and language related to ECF funding and suspension of computer access was removed.

This item was approved by consent.
- b. SER 105 Internet Access
Language was added to the policy to specify internet filter practices on patron computers, wireless internet in library facilities, and via borrowed mobile hotspots. Language clarifying the types of content the library is not able to filter was also updated.

This item was approved by consent.
- c. SER 105B Wireless Access Policy
Language in the policy was updated to reflect applications for mobile hotspot use, specifically the language related to financial subsidy and content filtering.

This item was approved by consent.
- d. SER 107 Meeting Rooms Policy
Language was added to the policy to better articulate the purpose of the policy and to clarify acceptable use of meeting rooms and the process for reserving meeting rooms.

This item was approved by consent.
- e. HUM 112 Inclement Weather Closing Policy
Language in the policy was updated to reflect current job titles of staff.

This item was approved by consent.

f. Resolution to Withdraw from Membership in the Mideastern Michigan Library Cooperative

Ashley Smith made a motion to withdraw from membership in the Mideastern Michigan Library Cooperative ("MMLC") as follows:

WHEREAS,

1. CADL is a Member of the MMLC pursuant to Public Act 89 of 1977, prior resolution, and MMLC's Plan of Service;
2. Pursuant to Section E. of the MMLC's Plan of Service, any Member may withdraw from MMLC by providing a written resolution of its governing board at least ninety (90) days prior to October 1; and
3. This Board has determined it is in CADL's best interest to withdraw from MMLC;

NOW THEREFORE, BE IT RESOLVED THAT:

1. CADL hereby states its intent to withdraw from membership in MMLC effective October 1, 2025.
2. The Library Director is authorized and directed to transmit a copy of this resolution timely to MMLC and the Library of Michigan in accordance with MMLC's Plan of Service.

Quinn O'Donnell seconded the motion. There was discussion, and a roll call vote was held:

Baer - Yes
Bloomquist - Yes
Drake - Yes
O'Donnell - Yes
Smith - Yes
Stewart - Yes
Vandenboom - Absent

The motion carried.

g. Legislative Update

The Library of Michigan has been told they will receive 2026 funds from IMLS (Institute of Museum and Library Services), but there are no guarantees for the following year. If IMLS funds were eliminated, the Library of Michigan's priority is MeLCat because of the infrastructure that has taken so much effort to develop and sustain over the years.

Federal programs related to digital inclusion are under threat. Technology Director Sheryl Knox provided an update on the following programs that would impact CADL: General E-rate, E-rate for Hotspots, Digital Equity Act Grants (the MITTEN grant program in Michigan), and BEAD (The Broadband Equity, Access and Deployment program).

h. Community Contacts

Debora Bloomquist attended the Vevay Township StoryWalk installation and the Delhi Township annual report presentation. She also attended the Downtown Lansing program with Marvel artist Jerry DeCaire as well as the memorial service for former CADL Executive Director Sue Hill.

Sandy Drake attended annual report presentations for Village of Webberville, Leroy Township and Lock township. She attended the Williamston Summer Reading Challend kickoff, the Stockbridge Messy Art program, and the Dansville coffee shat program along with the Aurelius Friends booksale.

Quinn O'Donnell attended annual report presentations at Village of Webberville, Vevay Township, and City of Lansing.

Mark Stewart attended the City of Leslie annual report presentation.

Brian Baer attended the Village of Dansville and Alaiedon Township annual report presentations. Along with Julie Vandenboom and Jenny Marr, he also met with the City of Lansing regarding property and parking.

Finance

a. May 2025 Financial Report

There were no changes to the May 2025 Financial Report that was presented at the May 21, 2025 Committee of the Whole meeting.

This item was approved by consent.

b. 2025 Tax Rate Request – L-4029

There were no changes to the 2025 Tax Rate Request that was presented at the May 21, 2025 Committee of the Whole meeting.

This item was approved by consent.

DIRECTOR'S REPORT

- The Summer Reading Challenge is underway.
- CADL is coordinating with Michigan State University and East Lansing Public Library on the One Grand Read community reading program. A press release earlier in the week announced that Better Living Through Birding by Christian Cooper is the chosen title with an author visit scheduled for September 20.
- A draft of CADL's next strategic plan has been received and is being reviewed by staff. It will be presented to the Board in July.
- CADL Human Resource staff represented CADL at the Lansing Juneteenth Job and Community Resource Fair on June 21.
- On behalf of CADL Cares, several staff members assisted with a Greater Lansing Food Bank food distribution event at Tabernacle of David.
- The September 24 CADL Board Meeting will take place at the Okemos branch.

- In May, Executive Director Jenny Marr attended the MLA ThinkSpace Conference at Mackinac Island. She also attended an MLA meeting in June, which was the first meeting she led as MLA President. Registration is open for MLA's annual conference which will take place in Lansing at the end of October.
- Vevay Township published a whole newsletter regarding library events.
- Fourteen annual report presentations with municipalities have been completed.
- The wall is up for the meeting room renovation at Okemos.
- The Leslie High School art club created a mural for the Leslie branch library.
- Twenty feet of cracked lead pipe in the sewer line at Downtown had to be replaced.
- A new full-time facilities employee has been hired.
- Three vehicles with cracked windshields were repaired.

PUBLIC, STAFF, AND BOARD MEMBER COMMENTS

Debora Bloomquist requested that a copy of the comments Julie Laxton made at Sue Hill's memorial be shared with the Board.

ADJOURNMENT

Ashley Smith made a motion to adjourn the meeting. Quinn O'Donnell seconded the motion. The motion carried. The meeting adjourned at 6:47 pm.

07/09/2025

CHECK REGISTER FOR CAPITAL AREA DISTRICT LIBRARIES
CHECK DATE 06/01/2025 - 06/30/2025

Check Date	Check	Vendor Name	Description	Amount
Bank MAIN MAIN CASH				
Check Type: EFT Transfer MAIN				
06/06/2025	3039(E)	ACRISURE/44 NORTH	BALANCE OF MEDICAL CLAIMS W/E 5/22/25	2,684.24
06/06/2025	3040(E)	ALERUS FINANCIAL	5/2025 RETIREMENT CONTRIBUTIONS	21,158.70
06/06/2025	3041(E)	AMAZON	AMAZON INVOICES	1,931.58
06/06/2025	3042-3048(E)	INGRAM LIBRARY SERVICES	BOOKS	8,014.78
06/06/2025	3049(E)	INGRAM LIBRARY SERVICES	18 BOOKS FOR RR BACKPACK REFRESH REPLACEMI	218.60
06/06/2025	3050(E)	KANOPY INC	5/2025 PLAY CREDITS	2,703.85
06/06/2025	3051(E)	LAGARDA SECURITY	SECURITY SVCS W/E 5/18/25	3,066.44
06/06/2025	3052(E)	LAUREN CLARKE	MILEAGE 5/28/25	16.94
06/06/2025	3053(E)	MERS	5/2025 RETIREMENT CONTRIBUTIONS	88,793.25
06/06/2025	3054(E)	MICHIGAN FLEET FUELING SOLUTION	VEHICLE FUEL 5/16-5/31/25	869.33
06/06/2025	3055(E)	MIDWEST COMMUNICATIONS	PEOPLE BASED CAMPAIGN Q2 ADVERTISING	3,541.33
06/06/2025	3056(E)	MIDWEST TAPE	DVD,MUSIC,AUDIOBOOKS,DIGITAL CONTENT	47,605.51
06/06/2025	3057(E)	MISSION SQUARE	5/2025 RETIREMENT CONTRIBUTIONS	511.44
06/06/2025	3058(E)	OCLC INC	WEBDEWEY RENEWAL 6/1/25-5/31/26	379.74
06/06/2025	3059(E)	STAPLES ADVANTAGE	OFFICE SUPPLIES	2,261.06
06/06/2025	3060(E)	TASC	BENEFITS FUNDING	679.30
06/06/2025	3061(E)	MISSION SQUARE	5/2025 RETIREMENT CONTRIBUTIONS	2,758.80
06/13/2025	3062(E)	ACRISURE/44 NORTH	MEDICAL CLAIMS	2,338.91
06/13/2025	3063(E)	ANDERSON, LINDSAY	MILEAGE 5/12-5/17/25	30.80
06/13/2025	3064(E)	BOARD OF WATER & LIGHT	401 4/5-5/11/25	5,705.35
06/13/2025	3065(E)	BS&A SOFTWARE, INC.	5/2025 CC FEES	101.73
06/13/2025	3066(E)	CASSIDY GOULD	MILEAGE 4/1-5/30/25	84.70
06/13/2025	3067(E)	CONSUMERS ENERGY	3500 107B 4/17-5/15/25	18.93
06/13/2025	3068(E)	DELHI CHARTER TOWNSHIP	UTILITIES 1/1-3/31/25	3,684.82
06/13/2025	3069(E)	DELTA DENTAL PLAN OF MICHIGAN	6/2025 DENTAL PREMIUM	221.13
06/13/2025	3070-3078(E)	INGRAM LIBRARY SERVICES	BOOKS	9,710.16
06/13/2025	3079(E)	JULIE LAXTON	MILEAGE 4/4-6/6/25, WELLNESS PRIZES	415.70
06/13/2025	3080(E)	LAGARDA SECURITY	SECURITY SVCS W/E 5/25/25	2,475.32
06/13/2025	3081(E)	LAUREN CLARKE	MILEAGE 6/4/25	15.40
06/13/2025	3082(E)	LIBRARY DESIGN ASSOCIATES INC	EXTRA SHELVING UNIT	39,030.00
06/13/2025	3083(E)	MIDWEST TAPE	DVD,MUSIC,AUDIOBOOKS	3,545.33
06/13/2025	3084(E)	MML WORKERS' COMPENSATION FUN	W/C PREMIUM 7/1/25-7/1/26	33,661.00
06/13/2025	3085(E)	STAPLES ADVANTAGE	OFFICE SUPPLIES, FURNITURE	2,536.14
06/13/2025	3086(E)	TASC	BENEFITS FUNDING	943.67
06/13/2025	3087(E)	BOARD OF WATER & LIGHT	427 1FL 4/7-5/9/25	74.43
06/13/2025	3088(E)	BOARD OF WATER & LIGHT	123 4/7-5/7/25	9,711.41
06/13/2025	3089(E)	BOARD OF WATER & LIGHT	3500 108 4/7-5/8/25	1,134.73
06/13/2025	3090(E)	BOARD OF WATER & LIGHT	3500 1/2 4/7-5/8/25	173.62
06/13/2025	3091(E)	CONSUMERS ENERGY	4321 3 4/14-5/13/25	234.44
06/13/2025	3092(E)	CONSUMERS ENERGY	4321 4 4/14-5/13/25	246.53
06/13/2025	3093(E)	CONSUMERS ENERGY	4321 1 4/14-5/13/25	304.49
06/13/2025	3094(E)	CONSUMERS ENERGY	201 4/14-5/13/25	320.87
06/13/2025	3095(E)	CONSUMERS ENERGY	4321 2 4/13-5/13/25	540.89
06/13/2025	3096(E)	CONSUMERS ENERGY	1379 4/16-5/15/25	142.24
06/13/2025	3097(E)	CONSUMERS ENERGY	427 4/15-5/14/25	18.00
06/13/2025	3098(E)	CONSUMERS ENERGY	401 4/15-5/14/25	20.79
06/13/2025	3099(E)	CONSUMERS ENERGY	145 4/16-5/15/25	712.00
06/13/2025	3100(E)	CONSUMERS ENERGY	3500 109B 4/17-5/15/25	20.79
06/13/2025	3101(E)	CONSUMERS ENERGY	126 4/17-5/18/25	296.09
06/13/2025	3102(E)	CONSUMERS ENERGY	3500 109A 4/17-5/15/25	90.33
06/13/2025	3103(E)	T-MOBILE	MOBILE HOTSPOTS 4/21-5/20/25	4,026.72
06/19/2025	3104-3108(E)	RAMP BUSINESS CORPORATION	*See next page	11,834.63

06/20/2025	3109(E)	ACRISURE/44 NORTH	6/2025 BUNDLE FEE, INT'L PHARMACY	3,017.25
06/20/2025	3110(E)	AMAZON	AMAZON INVOICES	2,352.71
06/20/2025	3111(E)	ANDERSON, LINDSAY	GIFT CARDS SRP PRIZES	40.00
06/20/2025	3112(E)	BAKER & TAYLOR BOOKS	BOOKS	10,234.84
06/20/2025	3113(E)	BOLING JANITORIAL SERVICE INC	5/2025 JANITORIAL SVCS	15,063.17
06/20/2025	3114(E)	CENGAGE LEARNING INC/GALE	BOOKS	88.77
06/20/2025	3115(E)	CONSUMERS ENERGY	115 4/22-5/20/25	19.87
06/20/2025	3116-3119(E)	INGRAM LIBRARY SERVICES	BOOKS	5,131.63
06/20/2025	3120(E)	JULIE CHRISINSKE	SUPPLIES FOR BOTB PARTY,REIMBURSE GUESSING	129.36
06/20/2025	3121(E)	LAGARDA SECURITY	SECURITY SVCS W/E 6/1/25	2,561.52
06/20/2025	3122(E)	MICHIGAN FLEET FUELING SOLUTION	VEHICLE FUEL 6/1-6/15/25	820.06
06/20/2025	3123(E)	MIDWEST TAPE	DVD, MUSIC, AUDIOBOOKS	2,438.67
06/20/2025	3124(E)	OVERDRIVE INC	CONTENT PURCHASE	30,000.00
06/20/2025	3125(E)	PHARMACY DATA MANAGEMENT INC.	PRESCRIPTION CLAIMS 5/16-5/31/25	5,563.74
06/20/2025	3126(E)	STAPLES ADVANTAGE	OFFICE SUPPLIES	1,053.44
06/20/2025	3127(E)	VISION SERVICE PLAN	6/2025 VISION PREMIUM	882.26
06/20/2025	3128(E)	PHARMACY DATA MANAGEMENT INC.	PHARMACY CLAIMS 6/1-6/15	7,128.71
06/30/2025	3129(E)	ABRAHAM WASHINGTON LLC	7/2025 PARKING	4,520.00
06/30/2025	3130(E)	ACRISURE/44 NORTH	7/2025 METLIFE	1,711.49
06/30/2025	3131(E)	AT&T	4 PHONE BOOKS 6/2025	24.00
06/30/2025	3132(E)	BAKER & TAYLOR BOOKS	BOOKS	2,287.51
06/30/2025	3133(E)	BOYNTON FIRE SAFETY SERVICE LLC	FIRE EXTINGUISHER INSPECTION SL, MS	315.00
06/30/2025	3134(E)	BRAD LANCASTER	COLOR YOUR WORLD MAGIC SHOW	425.00
06/30/2025	3135(E)	BRIAN BAER	BOARD STIPEND 1/15-6/9/25	420.00
06/30/2025	3136(E)	CDW GOVERNMENT INC	JAMF PRO SUB RENEWAL 2025-26	4,634.10
06/30/2025	3137(E)	DELTA DENTAL PLAN OF MICHIGAN	5/2025 DENTAL CLAIMS	3,102.00
06/30/2025	3138(E)	DTE ENERGY	117 5/6-6/4/25	173.51
06/30/2025	3139(E)	GRANGER CONTAINER SERVICE INC	6/2025 TRASH SVC	12.94
06/30/2025	3140-3145(E)	INGRAM LIBRARY SERVICES	BOOKS	10,855.51
06/30/2025	3146(E)	LAGARDA SECURITY	SECURITY SVCS W/E 6/8/25	3,066.44
06/30/2025	3147(E)	MIDWEST TAPE	DVD, MUSIC, AUDIOBOOKS	3,523.62
06/30/2025	3148(E)	PHYSICIANS HEALTH PLAN	7/2025 HEALTH INS PREMIUM	46,959.04
06/30/2025	3149(E)	PULLING, DANIELLE	WATER FOR STORYTIME	3.99
06/30/2025	3150(E)	STAPLES ADVANTAGE	OFFICE,PROGRAM SUPPLIES	624.18
06/30/2025	3151(E)	SUSEELA EYAL	MILEAGE 5/9-6/12/25	41.30
06/30/2025	3152(E)	TASC	BENEFITS FUNDING	361.00
06/30/2025	3153(E)	WEIR, JACOB	REIMBURSE CHAUFFER LICENSE FEE	51.04
06/30/2025	3154(E)	ACRISURE/44 NORTH	MEDICAL CLAIMS	1,943.53
06/30/2025	3155(E)	GRANGER CONTAINER SERVICE INC	6/2025 TRASH SVC	108.33
06/30/2025	3156(E)	GRANGER CONTAINER SERVICE INC	6/2025 TRASH SVC	150.41
06/30/2025	3157(E)	GRANGER CONTAINER SERVICE INC	6/2025 TRASH SVC	285.62
06/30/2025	3158(E)	GRANGER CONTAINER SERVICE INC	6/2025 TRASH SVC	91.00
06/30/2025	3159(E)	TASC	BENEFITS FUNDING	1,740.59
Total EFT Transfer:				495,574.13

Check Type: Paper Check MAIN

06/18/2025	56977	A & L LOCKSMITH, LLC	11 KEYS	31.35
06/18/2025	56978	ANDREWS HOOPER PAVLIK PLC	BAL 2024 AUDIT	9,100.00
06/18/2025	56979	ANN ARBOR DISTRICT LIBRARY	LOST BOOK	22.95
06/18/2025	56980	BLACKSTONE PUBLISHING INC	AUDIOBOOKS	529.20
06/18/2025	56981	CAZ PRODUCTIONS, LLC	COMEDY AND MAGIC SHOW AT DA 6-5-25	550.00
06/18/2025	56982	CENTRAL BUSINESS SYSTEMS INC	PRINT COLLECTIONS/COPIES HO, SL	660.08
06/18/2025	56983	CENTRAL SECURITY ALARM INC	FIRE MONITORING 7/25-9/25	245.85
06/18/2025	56984	CHICAGO DISTRIBUTION CENTER	BOOKS-PROFESSIONAL COLLECTION	260.88
06/18/2025	56985	CITY PULSE	MAY AD (SUMMER READING)	672.00
06/18/2025	56986	CLARISSA MARTIN	MILEAGE 4/25-5/16/25	144.83
06/18/2025	56987	COLE, RODNEY	BUILDING A BUG OUT BAG AT WE 6-12-25	200.00
06/18/2025	56988	DELTA TOWNSHIP DISTRICT LIBRARY	LOST BOOK	34.95
06/18/2025	56989	EASTPOINTE MEMORIAL LIBRARY	LOST BOOK	50.00
06/18/2025	56990	FISH WINDOW CLEANING	2025 DL/SL SPRING FISH WINDOW CLEANING	715.00

06/18/2025	56991	GARLICK, MICHAEL	DOCTOR SLIME AT HA AND HO - SUMMER 2025	1,100.00
06/18/2025	56992	GOODYEAR COMMERCIAL TIRE & SER	OIL CHANGE 123X598, VIN 9439, VIN 0816	198.14
06/18/2025	56993	GREATER LANSING CONVENTION & VI	ANNUAL DUES 7/1/25-6/30/26	125.00
06/18/2025	56994	GUNDERMAN, HAROLD	BALLOON TWISTING EVENT	240.00
06/18/2025	56995	HASLETT PUBLIC SCHOOLS	UTILITIES/CLEANING 4/25-6/25	8,818.62
06/18/2025	56996	HOME DEPOT CREDIT SERVICES	2025 WM EVENT ROOM BASE CABINET PROJECT	376.21
06/18/2025	56997	IOA RE, LLC	2025 AGGREGATE STOP LOSS COVERAGE	4,525.00
06/18/2025	56998	JACKSON COLLEGE	LOST BOOK	40.95
06/18/2025	56999	KATHRYN SHAW	MILEAGE 5/1-5/30/25	30.24
06/18/2025	57000	KENT DISTRICT LIBRARY	LOST BOOK	14.95
06/18/2025	57001	KIWANIS CLUB OF HASLETT-OKEMOS	KIWANIS DUES-T MOORE 10/24-9/25	175.00
06/18/2025	57002	LANSING WELDING, INC.	WELD SSCC STORYWALK	482.89
06/18/2025	57003	LAURA DELIND	INTRODUCTION TO RELIEF PRINTING AT OK 6-26-25	80.00
06/18/2025	57004	MARISELA GARZA	7/1/25-6/30/26 ALA/PLA ANNUAL DUES	210.00
06/18/2025	57005	MARK BUZZITTA	MILEAGE 4/14-5/21/25	229.53
06/18/2025	57006	MARK CRILLEY	MARK CRILLEY AT CADL HA 7-10-25	350.00
06/18/2025	57007	MCBRIDE, BRIDIE	REIMBURSE FOR POTTERY	102.00
06/18/2025	57008	MIDWEST COLLABORATIVE FOR LIBRA	RIDES RENEWAL 7/1/25-6/30/26,STRATEGIC PLAN 2	69,561.24
06/18/2025	57009	MURPHY & SPAGNUOLO PC	5/2025 LEGAL SVCS	465.50
06/18/2025	57010	MUSIC MANOR	3/4 SIZED GUITARS	874.86
06/18/2025	57011	PLYMOUTH DISTRICT LIBRARY	LOST BOOK	41.95
06/18/2025	57012	POSTMASTER	PO BOX 7/1/25-6/30/26	110.00
06/18/2025	57013	POSTMASTER-STOCKBRIDGE	STK PO BOX 7/1/25-6/30/26	74.00
06/18/2025	57014	RICOH USA INC	5/2025 B/W & COLOR COPIES	406.98
06/18/2025	57015	ROTARY CLUB OF LANSING	QTR DUES FOR ROTARY	300.00
06/18/2025	57016	ROYAL OAK PUBLIC LIBRARY	LOST BOOK	14.95
06/18/2025	57017	SAVAGE, ANITA	MILEAGE 4/1-5/22/25	99.54
06/18/2025	57018	SCHINDLER ELEVATOR CORPORATION	6/1-8/31/25 MAINTENANCE CONTRACT	2,837.01
06/18/2025	57019	SLOMOVITS, SANDOR	GEMINI AT AU 6-25-25 FOR TWO PROGRAMS	800.00
06/18/2025	57020	TALEWISE LLC	SCIENCE HEROES AT ST AND WM - 7-9-25	750.00
06/18/2025	57021	THAIS ROUSSEAU	MILEAGE 1/24-5/9/25	122.22
06/18/2025	57022	TOWNSQUARE MEDIA LANSING	5/2025 SUMMER READING ADS - WFMK AND WJIM	1,190.00
06/18/2025	57023	TRANE U.S. INC	DL CHILLER CONTACTOR REPLACEMENTS (2)	4,143.00
06/18/2025	57024	UAW LOCAL 2256	5/2025 UNION DUES	3,915.74
06/18/2025	57025	UNIQUE	5/2025 PLACEMENTS, CHAT SERVICE	1,193.85
06/18/2025	57026	UNITED STATES TREASURY	2023 & 2024 HRA PCORI	806.27
06/18/2025	57027	UNIVERSITY OF MICHIGAN HEALTH-SI	WORK SCREEN J WEIR	49.00
06/18/2025	57028	WAYNE STATE UNIVERSITY	LOST BOOK	25.00
06/18/2025	57029	WILX	4/2025 STUDIO 10 SPOTS	1,200.00
06/18/2025	57030	WLAJ	5/2025 SUMMER READING ROTATOR ADS	100.00
06/18/2025	57031	WLNS	5/2025 SRP ROTATOR ADS	900.00
06/18/2025	57032	WSYM LANSING FOX47	5/2025 SUMMER READING ADS - FOX47	350.00
06/18/2025	57033	WT COX INFORMATION SERVICES	OK SPORTS ILLUSTRATED 6/1/25-5/31/26	71.16

Total Paper Ct

120,717.89

MAIN TOTALS:

Total of 178 Checks:	616,292.02
Less 26 Void Checks:	0.00
Total of 152 Disbursements:	616,292.02

07/09/2025

CHECK REGISTER FOR CAPITAL AREA DISTRICT LIBRARIES
CHECK DATE 06/01/2025 - 06/30/2025

Check Date	Check	Vendor Name	Description	Amount
06/19/2025	3104-3108(E)	RAMP BUSINESS CORPORATION	SRC STORYTIME LAWN SIGNS	179.27
			WATER DELIVERY FO	7.85
			WATER DELIVERY, COOLER RENTAL DA	36.05
			6/2025 WATER COOLER RENTAL	95.00
			WATER DELIVERY STK	11.25
			WATER DELIVERY LE	21.05
			SMALL PORTABLE FOLDING TABLE	75.99
			5/1-7/31/25 QRTL SVC	1,284.00
			2.25 BUTTON MAKERS FOR LOT	1,743.26
			PEST CONTROL	71.00
			PEST CONTROL	66.00
			PEST CONTROL	86.00
			ANNUAL MTG REGISTER-H BUTLER	50.00
			TRAINING MEETING JUNE 6; J LAXTON	80.00
			W/S 3/14-4/15/25	66.96
			FIND THE BULLDOG EVENT	50.00
			WEBINAR 6/10/25; HOMELESS PATRONS-M COLE	25.00
			JW FULL CONF REGISTRATION APRIL 10 & 11	275.00
			TRASH SVC 7/1-9/30/25	55.00
			TRASH SVC 7/1-9/30/25	55.00
			POPLAR BOARD	57.80
			ROUTER BITS	84.91
			KEYRACK,GLOVES,HEX HEADS,TAPE,PAINT	187.31
			DEWALT CASES AND FOAM FOR BUTTON MAKERS	107.43
			PAINT&SUPPLIES DL BASEMENT&THIRD FLR TRIM/D	158.67
			POWER WASHER GUN AND PAINT STICKS FOR DLV E	167.59
			MYLAR JACKETS/"NEW" LABELS	102.49
			BATH TISSUE	44.00
			PAPER TOWEL, BATH TISSUE	117.25
			PAPER TOWEL	35.50
			BATH TISSUE	44.00
			PAPER TOWEL, BATH TISSUE, SOAP	683.60
			PAPER TOWEL, BATH TISSUE	336.00
			PAPER TOWEL, BATH TISSUE	81.50
			HAND SOAP	19.58
			5/2025 MAT SERVICE	598.72
			LENS FILTER AND CAP	36.93
			BOOK DEPOT CART NEWCOMBEK	565.26
			LOCAL HISTORY MAKER STATION ADOBE CREATIVE I	30.00
			2.25" PINBACK BUTTON SET - 297-250	54.74
			6/2025 DIGITAL PHONE LINES AT DL	73.32
			ANNUAL MEMBERSHIP ALSC-M GARZA	55.00
			5 BOXES SHREDDING	15.00
			SMARTY ADDRESS VALIDATION API ACCESS	54.00
			WEBSITE HOSTING CHARGES	311.70
			HOSTING MINECRAFT SERVER 6/6-7/5/25	29.94
			VINTAGE POSTCARD	7.99
			VINTAGE FARM PHOTO	17.00
			VINTAGE FARM PHOTO	4.99
			VINTAGE POSTCARD	1.19
			MAY 2025 FOOD FOR BOARD AT COW	34.47
			FOOD FOR STRATEGIC PLANNING RETREAT 6/4	216.80
			SUBSCRIPTION 6/2-7/2/25	59.90
			5/2025 CLOUD STORAGE	69.92
			DOLL HEAD REPLACEMENTS	146.45

VENDOR BOOTH FEE	90.00
BRANCH LABELS (VARIOUS)	1,014.00
DISABILITY PRIDE MONTH BOOKMARK FILE	4.00
WORDPRESS HOSTING FOR ONE GRAND READ	238.80
BOOKMARKS FOR BRANCHES-DISABILITY PRIDE	279.95
DIPPIN' DOTS AT WILLIAMSTON - 6-7-25	322.80
EVENT CHAMP WORDPRESS THEME FOR ONE GRAN	82.00
KONA ICE AT OKEMOS 6-6-25	400.00
LESLIE MURAL FRAME MATERIALS & OKEMOS KIDS A	198.94
2025 WM FAIRY GARDEN PROGRAM MENARDS FLOV	41.85
ST PAINTING SUPPLIES AND MS VENT COVER MATEF	27.56
20250612 MS VENT MATERIALS #2	4.99
RAMP CASHBACK	(302.42)
	<hr/>
	11,834.63

07/15/2025

BALANCE SHEET REPORT FOR CAPITAL AREA DISTRICT LIBRARIES

Balance As Of 06/30/2025

GL Number	Description	YTD Balance 06/30/2024	YTD Balance 06/30/2025
Fund: 101 GENERAL FUND			
*** Assets ***			
Account Type: Cash			
CASH		14,954,199.51	17,375,781.98
IMPREST CASH		2,312.00	1,345.02
INVESTMENTS		4,471,172.67	4,623,792.15
Cash		19,427,684.18	22,000,919.15
Account Type: Other Assets			
ACCOUNTS RECEIVABLE		0.00	3,912.95
INTEREST RECEIVABLE		104,897.97	154,835.06
PREPAID EXPENSE		80,211.27	91,250.31
TAXES RECEIVABLE		100,721.74	74,033.46
Other Assets		285,830.98	324,031.78
Total Assets		19,713,515.16	22,324,950.93
*** Liabilities ***			
Account Type: Accounts Payable			
ACCOUNTS PAYABLE		261,799.24	366,171.34
ACCRUED SALARIES PAYABLE		3,141.83	(1,937.63)
Accounts Payable		264,941.07	364,233.71
Account Type: Liabilities-ST			
DEFERRED REVENUE		100,721.74	74,033.46
Liabilities-ST		100,721.74	74,033.46
Total Liabilities		365,662.81	438,267.17
*** Fund Equity ***			
Account Type: Unassigned			
FUND BALANCE AUTOMATION		1,000,000.00	1,000,000.00
FUND BALANCE CAPITAL PROJECTS		2,299,999.66	3,249,999.66
FUND BALANCE CONTINGENCY		5,342,849.10	5,342,849.10
FUND BALANCE DONATIONS RESTRICTED		555,255.95	528,491.29
FUND BALANCE DONATIONS UNRESTRICTED		512,955.93	460,478.21
FUND BALANCE OPERATIONS		715,550.00	965,550.00
FUND BALANCE PENSION RESERVE		1,560,000.00	1,560,000.00
FUND BALANCE UNDESIGNATED		814,140.31	910,784.56
Unassigned		12,800,750.95	14,018,152.82
Total Fund Equity		12,800,750.95	14,018,152.82
Total Fund 101 GENERAL FUND:			
TOTAL ASSETS		19,713,515.16	22,324,950.93
BEG. FUND BALANCE		12,800,750.95	14,018,152.82
+ NET OF REVENUES & EXPENDITURES		0.00	0.00
= ENDING FUND BALANCE		12,800,750.95	14,018,152.82
+ LIABILITIES		365,662.81	438,267.17
= TOTAL LIABILITIES AND FUND BALANCE		13,166,413.76	14,456,419.99
OUT OF BALANCE		6,547,101.40	7,868,530.94

BOARD FS FOR CAPITAL AREA DISTRICT LIBRARIES

Balance As of 06/30/2025

*NOTE: Pct Budget does not reflect amounts encumbered.

GL Number	Description	Activity For 06/30/2025	YTD Balance 06/30/2025	2025 Amended Budget	% Bdg't Used
Fund: 101 GENERAL FUND					
Account Category: Revenues					
MILLAGE INCOME					
402	Property Tax Revenue	677,513.84	13,969,720.14	14,006,000.00	99.74
404	Renaissance Zone Reimbursement			40,000.00	0.00
437	Industrial Facilities Tax		40,246.40	38,000.00	105.91
	MILLAGE INCOME	677,513.84	14,009,966.54	14,084,000.00	99.47
PENAL FINES					
658	Penal Fines Ingham County			120,000.00	0.00
659	Penal Fines Eaton County			7,500.00	0.00
	PENAL FINES	0.00	0.00	127,500.00	0.00
STATE AID					
410	PPT Reimbursement		135,150.92	135,150.00	100.00
553	State Aid Direct		65,547.82	125,000.00	52.44
554	State Aid Indirect		65,547.82	125,000.00	52.44
	STATE AID	0.00	266,246.56	385,150.00	69.13
LIBRARY FEES					
630	Printing Revenue	4,489.14	27,659.80	42,000.00	65.86
631	Non Resident Fees	3,150.00	13,525.00	26,000.00	52.02
	LIBRARY FEES	7,639.14	41,184.80	68,000.00	60.57
DONATIONS					
674	Donation Income-Friends/Restricted	97.19	18,337.23	11,000.00	166.70
677	Donation Income-Unrestricted	678.75	24,429.07	24,400.00	100.12
	DONATIONS	775.94	42,766.30	35,400.00	120.81
GRANTS					
540	Grants		7,500.00	7,500.00	100.00
543	Grants-MMLC			15,000.00	0.00
550	Grants-LSTA	76.60	19,921.60	19,845.00	100.39
	GRANTS	76.60	27,421.60	42,345.00	64.76
OTHER INCOME					
542	MMLC Reimbursement			125,000.00	0.00
628	Universal Service Fund Income			8,000.00	0.00
632	Lost and Paid Books	3,647.06	17,840.48	30,000.00	59.47
665	Interest Income	74,959.81	362,533.76	300,000.00	120.84
673	Sale of Fixed Assets		1,540.18	5,000.00	30.80
675	Misc Income	641.95	5,571.97	9,000.00	61.91
680	Sponsorship Revenue		3,000.00	0.00	100.00
682	Insurance Claim Income			1,000.00	0.00
	OTHER INCOME	79,248.82	390,486.39	478,000.00	81.69
DUE FROM FUND BALANCES					
966	Due from Pension Reserve			360,000.00	0.00
	DUE FROM FUND BALANCES	0.00	0.00	360,000.00	0.00
	Revenues	765,254.34	14,778,072.19	15,580,395.00	94.85
Account Category: Expenditures					
SALARIES AND BENEFITS					
702	Salaries	537,113.98	3,152,525.39	7,350,000.00	42.89
714	Unemployment Insurance			1,000.00	0.00
715	FICA EMPLOYER SHARE	40,381.93	237,313.93	562,280.00	42.21
716	HEALTH INSURANCE	50,685.87	343,993.22	850,000.00	40.47
717	Life & Disability Insurance	408.06	2,402.57	6,000.00	40.04
718	Retirement	73,769.65	413,517.65	960,000.00	43.07
719	Prescription Expense	19,855.96	100,860.07	300,000.00	33.62
720	DENTAL INSURANCE	3,010.43	25,160.89	48,000.00	52.42
721	VISION INSURANCE	910.72	6,275.43	12,000.00	52.30
722	Workers Comp Insurance	16,830.50	38,757.50	34,000.00	113.99
724	Parking Main Library	4,525.05	31,658.85	54,500.00	58.09
	SALARIES AND BENEFITS	747,492.15	4,352,465.50	10,177,780.00	42.76
MATERIALS					
727	Books	76,042.41	489,724.79	1,061,780.00	46.12
728	Periodicals	(150.34)	32,647.64	34,560.00	94.47
729	DVD	16,943.79	96,413.87	222,700.00	43.29
730	Library of Things	3,677.27	22,884.94	52,500.00	43.59
731	Audiobooks	49,197.59	302,962.16	638,250.00	47.47
732	Music	3,093.19	15,012.35	41,440.00	36.23

BOARD FS FOR CAPITAL AREA DISTRICT LIBRARIES

Balance As of 06/30/2025

*NOTE: Pct Budget does not reflect amounts encumbered.

GL Number	Description	Activity For 06/30/2025	YTD Balance 06/30/2025	2025 Amended Budget	% Bdg't Used
Fund: 101 GENERAL FUND					
Account Category: Expenditures					
MATERIALS					
733	Databases		94,625.40	100,530.00	94.13
734	Subscription Services	221.52	74,306.60	105,010.00	70.76
735	Processing Supplies	139.48	12,428.75	31,100.00	39.96
736	Processing Fees	5,741.75	32,267.23	68,000.00	47.45
MATERIALS		154,906.66	1,173,273.73	2,355,870.00	49.80
SUPPLIES					
740	Office Supplies	7,073.65	36,036.37	85,000.00	42.40
741	Postage Expense	129.00	2,478.71	5,000.00	49.57
776	Janitorial Supplies	1,267.29	7,782.05	17,700.00	43.97
862	Gas-Delivery Vehicles	1,620.70	9,778.01	23,000.00	42.51
SUPPLIES		10,090.64	56,075.14	130,700.00	42.90
PROFESSIONAL SERVICES					
820	Membership Fees	623.54	18,779.58	25,780.00	72.85
822	CONTRACTUAL SERVICES	32,016.80	33,693.73	35,000.00	96.27
823	Bank Fees & Services	1,394.08	8,246.97	16,000.00	51.54
824	Cooperative Membership Fee		65,547.82	125,000.00	52.44
825	Collection Agency Fees	(64.00)	2,029.60	6,500.00	31.22
826	Payroll & Print Service	3,277.44	23,458.75	46,000.00	51.00
827	Web Chat Service	895.00	5,370.00	11,000.00	48.82
828	Melcat Delivery Charges	24,755.62	48,424.17	51,000.00	94.95
829	Tutoring Services		2,250.00	3,000.00	75.00
831	Marketing	23,443.19	65,063.43	151,000.00	43.09
832	Programs	7,192.52	32,680.04	112,820.00	28.97
PROFESSIONAL SERVICES		93,534.19	305,544.09	583,100.00	52.40
GOVERNANCE					
805	Legal Services	465.50	8,011.50	40,000.00	20.03
806	Per Diem	1,590.00	1,920.00	10,000.00	19.20
807	Memberships - Board		77.34	1,250.00	6.19
808	Conferences - Board			10,000.00	0.00
809	Audit	9,100.00	21,100.00	22,000.00	95.91
GOVERNANCE		11,155.50	31,108.84	83,250.00	37.37
STAFF DEVELOPMENT					
810	Staff Training	655.98	6,096.31	39,250.00	15.53
811	Recruiting Expense			500.00	0.00
812	Hospitality		168.66	5,000.00	3.37
813	Employee Recognition			5,000.00	0.00
STAFF DEVELOPMENT		655.98	6,264.97	49,750.00	12.59
MAINTENANCE AND UTILITIES					
801	Custodial Services	19,758.62	112,035.90	237,970.00	47.08
802	SECURITY SERVICES	11,760.84	77,181.88	157,220.00	49.09
850	Telephone	1,717.32	10,303.89	22,260.00	46.29
864	Vehicle Maintenance - Delivery	2,864.72	4,976.38	10,000.00	49.76
922	Steam and Gas	3,191.93	70,224.07	110,300.00	63.67
923	Electricity	16,570.25	81,910.62	208,600.00	39.27
924	Water and Sewer	1,590.67	10,069.43	27,700.00	36.35
925	Trash	908.30	4,322.11	10,570.00	40.89
930	Building Maintenance	6,760.02	55,271.40	108,700.00	50.85
MAINTENANCE AND UTILITIES		65,122.67	426,295.68	893,320.00	47.72
OTHER EXPENSE					
861	Local Travel	2,031.12	7,502.88	15,000.00	50.02
955	Millage Income Refund		1,886.81	60,000.00	3.14
956	Property & Liability Insurance		40,971.52	68,000.00	60.25
957	Miscellaneous Expense	194.00	1,305.00	6,000.00	21.75
958	Sales/Use Tax		164.82	1,000.00	16.48
960	Donation Expense Restricted	3,152.29	27,392.83	22,070.00	124.12
961	Donation Expense Unrestricted	513.43	14,060.46	10,000.00	140.60
OTHER EXPENSE		5,890.84	93,284.32	182,070.00	51.24
TECHNOLOGY EXPENSES					
878	Firewall Upgrade Project		11,982.71	79,850.00	15.01
895	Internet Access		4,294.80	9,000.00	47.72
896	Internet Access - Hotspots	8,017.19	38,585.50	91,770.00	42.05
898	Computer System Services	511.72	14,721.80	34,350.00	42.86
905	Computer Software	3,964.58	56,738.97	75,000.00	75.65

BOARD FS FOR CAPITAL AREA DISTRICT LIBRARIES

Balance As of 06/30/2025

*NOTE: Pct Budget does not reflect amounts encumbered.

GL Number	Description	Activity For 06/30/2025	YTD Balance 06/30/2025	2025 Amended Budget	% Bdgt Used
Fund: 101 GENERAL FUND					
Account Category: Expenditures					
TECHNOLOGY EXPENSES					
906	Computer Hardware	9,127.57	29,323.37	51,500.00	56.94
907	III Software & Hardware Maintenance	437.10	161,859.84	168,040.00	96.32
911	Mobile Training Lab			51,000.00	0.00
	TECHNOLOGY EXPENSES	22,058.16	317,506.99	560,510.00	56.65
CAPITAL OUTLAY					
873	Building Upgrades			25,000.00	0.00
889	Okemos Renovation Project			10,000.00	0.00
914	HOLT REMODEL			100,000.00	0.00
915	STOCKBRIDGE REMODEL	(401.23)	86,281.92	125,000.00	69.03
967	Outreach Projects	9,334.32	27,788.43	70,000.00	39.70
980	Staff Furn & Equipment	842.31	6,306.64	46,550.00	13.55
982	BUILDINGS			175,000.00	0.00
987	GRANT EXPENSES		27,345.00	27,345.00	100.00
	CAPITAL OUTLAY	9,775.40	147,721.99	578,895.00	25.52
DEBT SERVICES					
929	SBITA/LEASE PRINCIPAL PAYMENTS			141,850.00	0.00
	DEBT SERVICES	0.00	0.00	141,850.00	0.00
	Expenditures	1,120,682.19	6,909,541.25	15,737,095.00	43.91
Fund 101 - GENERAL FUND:					
TOTAL REVENUES		765,254.34	14,778,072.19	15,580,395.00	94.85
TOTAL EXPENDITURES		1,120,682.19	6,909,541.25	15,737,095.00	43.91
NET OF REVENUES & EXPENDITURES:		(355,427.85)	7,868,530.94	(156,700.00)	

2025 2nd Qtr. Budget Adjustment Recommendations

	Original Budget	YTD Actual	Requested Adjustment	Revised Budget	
<u>Revenue</u>					
Donations					
674 - Donation Income Restricted	11,000	18,337	7,500	18,500	Higher than expected
Other Income					
665 - Interest Income	300,000	362,534	80,000	380,000	Higher than expected
680 - Sponsorship Revenue	-	3,000	3,000	3,000	Not Budgeted
Total Revenue	<u>300,000</u>	<u>365,534</u>	<u>90,500</u>	<u>390,500</u>	

<u>Expenditures</u>					
Salaries and Benefits					
722 - Workers Comp Ins.	34,000	38,758	4,800	38,800	Higher than expected
Professional Services					
831 - Marketing	151,000	65,063	1,000	152,000	Sponsorship Revenue
832 - Programs	112,820	32,680	2,000	114,820	Sponsorship Revenue
Other Expenses					
960 - Donation Exp Restricted	22,070	27,393	8,500	30,570	Higher than expected
961 - Donations Exp Unrestricted	10,000	14,060	5,000	15,000	Higher than expected
Total Expenses (Under)/Over	<u>329,890</u>	<u>177,954</u>	<u>21,300</u>	<u>351,190</u>	

Requested (use)/return of Undesignated Fund Bal.	<u><u>69,200</u></u>
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Undesignated Fund Balance 1.1.25	2,160,785
1st Qtr Adjustment	(151,850)
2nd Qtr Adjustment	69,200
3rd Qtr Adjustment	
4th Qtr Adjustment	
Projected Fund Balance 12.31.25	<u><u>2,078,135</u></u>

1 **CAPITAL AREA DISTRICT LIBRARIES**
2 **HUM 221 Non-Union Administrative Employees**
3 **Policy Manual**
4 ~~DECEMBER 20, 2023~~ **JULY 23, 2025**

5
6 **Welcome**

7
8 Welcome to Capital Area District Libraries! We are the 5th largest public library serving more
9 than 230,000 people in Michigan.

10
11 Capital Area District Libraries was created when the Ingham County Board of Commissioners
12 entered into a District Library Agreement with the City of Lansing March 10, 1997 to establish
13 a District Library pursuant to the District Library Establishment Act, 1989 PA 24. The major
14 source of funding for Capital Area District Libraries is a millage approved by voters.

15
16 The Capital Area District Libraries' Board of Trustees ("Board") has seven members. Five (5)
17 members are appointed by the Ingham County Board of Commissioners, and two (2) members
18 are appointed by the City of Lansing.

19
20 The Board is the body legally responsible for performing the duties assigned to it by state and
21 local laws. The Board determines how the revenue of the Library will be spent. In addition,
22 the Board appoints the Capital Area District Libraries Executive Director ("Director"),
23 establishes all Capital Area District Libraries' (CADL) policies, and is authorized to contract for
24 Library services in and outside of Ingham County.
25

Purpose and Intent

The purpose of this Policy Manual is to provide a general reference of the policies Capital Area District Libraries adheres to and a general outline of the benefits CADL has to offer. THIS IS NOT A CONTRACT. Nothing in this Manual is or should be construed as a binding term or condition of employment.

All Managerial non-union administrative employees (NUA employees) of CADL serve at the will of CADL and can be terminated at any time upon the recommendation of CADL's Executive Director and within the sole discretion of a majority of the Board of Trustees of CADL.

The following NUA employees of CADL are not in managerial positions (Administrative Assistant; Accounting/Finance Assistant; Purchasing Assistant; Human Resources Assistant; Office Clerk), serve at the will of CADL, and can be terminated at any time within the sole discretion of the Executive Director.

This Manual constitutes the employment policies of CADL, and it shall not be altered or amended without the concurrence of the majority of the Board of Trustees of CADL. The Board of Trustees reserves the right to unilaterally change CADL's personnel policies within its sole discretion.

This Manual supersedes all prior manuals as well as employment relationships, whether oral or written, between CADL and NUA Employees. Previous manuals and employment relationships, if any, whether oral or written, are canceled.

No Employee and/or Board Member and/or agent of Capital Area District Libraries is authorized to make an oral representation or promise to an NUA Employee which changes the policies set forth in the NUA Employee Manual. Oral expressions or promises made to an NUA Employee shall not be interpreted to create a contractual relationship between an NUA Employee of CADL and CADL, nor shall such communications alter the "at will" employment conditions of CADL. No other statement in this manual shall be construed in any manner to alter the "at will" status of NUA Employees of CADL.

Employment Policies

At-Will Status

As previously indicated, all managerial non-union administrative employees of CADL serve at the will of CADL and can be terminated at any time upon the recommendation of CADL's Executive Director and within the sole discretion of a majority of the Board of Trustees of CADL. NUA employees of CADL not in managerial positions (Administrative Assistant; Accounting/Finance Assistant; Purchasing Assistant; Human Resources Assistant; Office Clerk) serve at the will of CADL and can be terminated at any time within the sole discretion of the Executive Director.

Professional Membership

Managerial NUA Employees are encouraged to join and participate in professional organizations. CADL will pay membership fees up to a total of \$250.00 per year per NUA Employee subject to the approval of the Executive Director. Participation on work time in any organization's events/meetings, etc. must be approved in advance by the Executive Director. Time off to participate will be given at the sole discretion of the Executive Director or designee.

All other NUA staff members are encouraged to join and participate in professional organizations. In order to help achieve this goal, at the request of the employee, the Employer will pay for the basic membership fee for the employee to join the Michigan Library Association or other association approved for that employee in advance by the Executive Director or designee.

Graduate Degrees

CADL encourages NUA Management staff members to obtain a graduate library degree from a school approved by the American Library Association or a graduate business degree from an accredited school of higher education by providing financial support.

Individuals who would like to receive financial support for these programs must submit a proposal to the Executive Director prior to enrolling. The Executive Director's decision to approve financial support will be based on the courses showing a direct benefit to the Employer and on available funds. Financial support will be limited to the amount of tuition not including application, registration, or activity fees. Payment will be limited to \$2,500 per employee per year.

Payment will be based on the successful completion of the classes. Employees must receive a "B" (3.0 on a 4.0 scale) or better, or a satisfactory or passing grade in the event that no letter grade is available for the course, to receive any payments.

Class attendance and homework must be completed on the employee's own time and not during work hours.

Employees who leave their employment with the Employer (whether by voluntary or involuntary separation/termination) within two years of completing the classes must agree to reimburse the Employer for 50% of the amount paid by the Employer for those classes.

An NUA Management staff member who utilizes the tuition benefit stated in this paragraph will still be considered to be an "at will" employee. The conferring of said tuition benefit shall in no way alter the "at will" status of the employee.

Salary and Benefits

All new Managerial NUA Employees negotiate their pay rate at the time of hire. All other NUA Employees are subject to the CADL NUA Employee pay scale. See Appendix B.

NON-UNION ADMINISTRATIVE EMPLOYEES MERIT PAY PLAN

The goals of CADL's Non-Union Administrative (NUA) Merit Pay Plan are the following:

1. Recognize and reward degrees of performance by Non-Union Administrative employees
2. Support and contribute to the accomplishments of organizational goals
3. Provide for flexibility in the context of department/library needs
4. Promote fairness

Under this plan, NUA employees will be given the opportunity to enhance their pay by up to 5% annually based on their completion of job duties and behavior goals set by their supervisor.

In January of each year, the NUA employee will work with their supervisor to set performance goals for the year. These goals may be modified or changed during the year if necessary.

In December of each year, the NUA employee and their supervisor will meet to review the goals and the employee's performance during the year. Based on this information, the supervisor will determine the merit increase for the employee from 0 – 5%.

January 1st – NUA employee's pay increase takes effect

Merit pay increases will be added to the NUA employee's base salary until the salary reaches the ceiling of the authorized salary range for that position. Any merit pay increase that exceeds the salary range ceiling will be paid in the form of a lump sum and not be included in the base salary.

Probationary NUA employees will continue to be evaluated at 3 months and 6 months (non-professional) and 6 months and 1 year (professional) during their 1st year.

Probationary NUA employees who have not been employed a full year will receive a merit increase based on their performance, however, their probationary status will be considered.

Executive Director's Merit Pay Enhancement – At the sole discretion of the Executive Director, a NUA employee may be given a merit pay lump sum bonus up to an additional 3% annually.

The money will not be included in the employee's base salary. The amount of the payment is based on the employee's performance including special assignments and additional responsibilities. The Merit Pay enhancement is not guaranteed year to year.

Vacation and Personal Leave

NUA Employees are eligible to accrue vacation time. Full-time NUA employees accrue vacation at the completion of each pay period when 80.0 hours of time is recorded on the time record including holiday time, vacation time, medical time, compensatory time and hours worked. Part-time NUA employees accrue pro-rated vacation at the completion of each pay period when twice the number of hours they are regularly scheduled to work in a week, are recorded on their time card as paid time including holiday time, vacation time, personal time, sick time and hours worked.

Managers accrue twenty (20) days of vacation per year. All other NUA Employees accrue based on the following scale:

First year	3.0770 hours per pay period up to 10 days per year
Second year	3.3847 hours per pay period up to 11 days per year
Third year	3.6924 hours per pay period up to 12 days per year
Fourth year	4.0000 hours per pay period up to 13 days per year
Fifth	4.6154 hours per pay period up to 15 days per year
Sixth year	4.9231 hours per pay period up to 16 days per year
Seventh year	5.2308 hours per pay period up to 17 days per year
Eighth year	5.5385 hours per pay period up to 18 days per year
Ninth year	5.8462 hours per pay period up to 19 days per year
Tenth year	6.1539 hours per pay period up to 20 days per year

All full-time NUA Employees receive sixteen (16) hours of personal leave annually on January 1st. New NUA Employees who begin working after July 1st will receive eight (8) hours for their first year and sixteen (16) every year thereafter. All part-time NUA employees will receive a prorated amount based on their regularly scheduled hours.

Accumulation of vacation for full-time NUA employees is limited to 240 hours. This amount is prorated for part-time employees. When this limit is reached, the NUA Employee will stop accruing vacation time. (Under special circumstances, the Executive Director may allow an NUA Employee to accrue additional time.)
Vacation cannot be used without advanced approval by the NUA Employee's supervisor.

Vacation and personal leave cannot be used in less than fifteen (15) minute segments.

Vacation and personal leave will not be allowed in advance of being earned or in anticipation of future medical leave credit.

Upon resignation or dismissal, accrued vacation up to five weeks (200 hours) will be paid in to NUA Employees who have completed their initial probationary period. This amount is prorated for part-time employees.

Medical “Sick” Leave

Medical Leave is a means of insuring that an eligible NUA Employee will not suffer loss of income in the event of personal illness or the illness of the NUA Employees’ spouse, children, parents, or persons for whose financial or physical care the NUA Employee has been principally responsible. Medical leave may also be used for visits to physicians, dentists, counselors, therapists, etc. by the NUA Employee or by those mentioned above.

All full-time NUA Employees earn medical leave credit at a rate of 4.0 hours at the completion of each pay period when 80 hours of time is recorded including holiday time, vacation time, medical time, compensatory time and hours worked. All parttime NUA employees accrue medical leave on a prorated basis.

Medical leave credit for full-time employees may be accumulated to a maximum of 130 days (1040 hours). This amount is prorated for part-time employees.

Medical leave credit may not be used in less than 15-minute segments.

Full-time NUA Employees having over 240 hours of unused medical leave may convert up to a maximum of 80 hours of medical leave into vacation leave at the rate of 16 medical hours to 8 vacation hours as long as their medical hours do not fall below a total of 240 hours. Part-time employees are eligible to convert hours on a prorated basis.

Medical leave will not be allowed in advance of being earned or in anticipation of future medical leave credit. If an NUA Employee does not have sufficient medical leave credit to cover a period of absence due to illness or injury, the time will be charged against vacation time and personal leave credits, until these are exhausted.

Upon resignation, dismissal or retirement from service all medical leave credit shall be canceled and shall not be reinstated or paid for.

Family Medical Leave

The Family Medical Leave Act (FMLA) provides up to 12 weeks of unpaid leave to “eligible” NUA Employees for certain family and medical reasons. NUA Employees are eligible if they have worked for at least one year and for 1,250 hours over the previous 12 months.

Unpaid leave may be granted for any of the following reasons:

1. The birth of the NUA Employee’s child and to care for the newborn child

2. Placement with the NUA Employee of a child for adoption or foster care
3. To care for the NUA Employees' spouse, son, daughter, or parent with a serious health condition
4. Because the NUA Employee has a serious health condition that makes the NUA Employee unable to perform the functions of the NUA Employee's job.

Detailed information regarding a leave of absence under the Family Medical Leave Act is available from the Human Resources Office.

Unpaid Leaves of Absence

An unpaid leave of absence is defined as authorized absence from work for a specific period of time. During this time, an NUA Employee is not on pay status, but retains the right to a job when he/she returns. An unpaid leave of absence is granted at the sole discretion of the Executive Director and is usually granted in response to unusual circumstances. It is not a fringe benefit to which any employee is entitled. Any accrued vacation or personal leave time, or sick time cannot be used during any unpaid leave of absence. Any request for an unpaid leave of absence must be submitted, in writing, to the Executive Director at the earliest possible time.

If necessary, the NUA Employee may pay the entire cost of his/her health insurance coverage while on a leave of absence up to a period of eighteen months. Payment for each month's coverage must be received by the 25th of the preceding month. No vacation time, sick leave or retirement credit is earned during a leave of absence without pay.

Bereavement Leave

Full-time NUA Employees shall be allowed five days leave with pay for absence due to the death of the employees legally married spouse, domestic partner, child, stepchild, parent, stepparent, or a legal guardian.

A full-time employee shall be allowed up to two (2) working days pay for absence due to the death of the employee's sister, brother, uncle, aunt, grandparent, or grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, legally married spouse's or domestic partner's grandparent, niece, nephew, niece in law or nephew in law. Part-time NUA employees receive this benefit on a prorated basis. Additional time may be taken from accumulated sick, personal or vacation time, if needed.

Upon request, days off may be granted by the NUA Employee's supervisor in the case of the death of other family members or persons for whom financial or physical care the NUA Employee has been principally responsible. This time may be taken from accumulated sick, personal or vacation time.

279 **Holidays**

280

281 The following are authorized paid holidays for NUA Employees:

282

283 New Year's Day

Thanksgiving Day

284 Martin Luther King Day

The Day After Thanksgiving

285 Memorial Day

Christmas Eve

286 Juneteenth

Christmas Day

287 Independence Day (July 4th)

New Year's Eve

288 Labor Day

289

290 Part-time NUA employees receive Holiday pay on a prorated basis.

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Benefits

Medical Benefits

CADL will participate in the Ingham County Health Coalition Committee which researches ways to reduce health care cost and to avoid and reduce potential copays for both CADL and NUA employees.

CADL will select and provide a health plan offered through the Health Coalition. In the event that the Health Coalition, provides options of health plans, CADL will maintain the current plan or provide another health plan offered through the Health Coalition. CADL reserves the right to take advantage of any supplemental benefit offered through the Health Coalition which may lower the cost of the premiums.

CADL will offer the prescription drug plan offered through the Health Coalition. In the event, that the Health Coalition, provides options of prescription drug plans, CADL will maintain the current plan or provide another prescription drug plan offered through the Health Coalition. CADL reserves the right to take advantage of any supplemental benefit offered through the Health Coalition which may lower the cost of the premiums.

All non-union administrative employees will be required to pay the cost of their health insurance premiums above the annual caps set by the state for public employees. The money will be automatically deducted through payroll deduction.

An employee who is eligible for medical/hospitalization insurance via another source and who executes an affidavit to that effect may elect not to be covered by the medical insurance provided under this Article. The decision to waive coverage shall be made once per calendar year. A waiver agreement drafted by CADL shall be executed by the employee. In the event the employee elects to forego medical insurance, CADL shall pay an amount based upon the coverage to which the employee is otherwise eligible at the time of election (full family, two-person, single subscriber) directly to the employee as a taxable compensation.

The amounts payable, based on applicable coverage shall be as follows:

Full Family	=	\$100 per month
2-Person	=	\$100 per month
Single	=	\$100 per month

NUA employees losing medical coverage from another source shall notify the Human Resources Department immediately so that the employee and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following the loss of alternate coverage.

Dental Benefits

CADL shall provide dental insurance for regular full-time NUA employees and their legal dependents on the first of the month following their date of hire. The coverage is as follows:

<u>Class I Benefits</u>	<u>Insurance Pays</u> (Usual, Customary and Reasonable Fees)	<u>Employee or Patient Pays</u>
Diagnostic	100%	-0-
Preventative	100%	-0-
Emergency Palliative	100%	-0-
<u>Class II Benefits</u>	<u>Insurance Pays</u> (Usual, Customary and Reasonable Fees)	<u>Employee or Patient Pays</u>
Radiographs	50%	50%
Oral Surgery	50%	50%
Restoration	50%	50%
Periodontics	50%	50%
Endodontics	50%	50%
<u>Class III Benefits</u>	<u>Insurance Pays</u> (Usual, Customary and Reasonable Fees)	<u>Employee or Patient Pays</u>
Bridges, Partial And Dentures	50%	50%
<u>Class IV Benefits</u>	<u>Insurance Pays</u>	<u>Employee or Patient Pays</u>
Orthodontics	50%	50%

Payment under this provision is limited to one thousand dollars (\$1,000) maximum per person per contract for Class I, Class II and Class III Benefits. Payment for Class IV Benefits will not exceed a lifetime maximum of \$1,000 per eligible person. Employees must contribute \$1 per month for the dental benefit.

Vision Benefits

CADL shall provide vision insurance to regular full-time NUA employees and their legal dependents on the first of the month following their date of hire. The coverage is as follows:

Standard Eye Examination and Glasses

- | | |
|--------------------|--|
| - Eye Examination | Once each 12 months from last date of service.
Examination covered in full less \$10.00 co-pay. |
| - Spectacle Lenses | 1 each 24 months from last date of service |
| - Frames | 1 each 24 months from last date of service |

There is a \$25.00 co-pay for lenses and/or frames.

- | | |
|--------------------------------|---|
| - Contact Lenses –
Elective | Eye examination covered less \$10.00 co-pay.
Maximum allowance of \$105.00 |
| Medically Necessary | Covered in full under certain conditions. |

Life Insurance

CADL shall provide life insurance coverage in the amount of \$20,000.00, for regular full-time NUA employees effective the first day of the month following the date of hire.

NUA employees may have the option to purchase, at their expense, additional life insurance coverage in amounts and for the cost as allowable and determined by the carrier and Employer. The total cost of such optional coverage shall be paid for by the employee through payroll deduction. The above is contingent upon the carrier accepting and approving any such additional coverage and complying with CADL's requirements.

Disability Insurance

CADL will provide a short-term disability plan as follows for regular full-time NUA employees.

- (A) Upon proper medical determination for disability due to a non-work related illness or injury. The disability carrier will provide fifty (50%) of the NUA employees' gross salary to a maximum of \$1,300 per month to age 65. See the UNUM Disability Plan Document for more information.

- (B) The disability payments shall not commence until the completion of a ninety (90) calendar day elimination period after sustaining the non-work related illness or injury.
- (C) A regular full-time employee may use sick time accumulations during the ninety (90) calendar day elimination period and also may use vacation and compensatory time accumulations. If the employee's total accumulation exceeds ninety (90) calendar days, the short-term disability payment shall commence on the 91st day, at the option of the employee, with the remaining accumulations to stay on record.
- (D) Benefits, such as but not limited to, health insurance, life insurance, dental insurance, shall cease while the employee is being paid disability payments. NUA employees on disability may, however, pay group rates for hospitalization/medical coverage for a maximum of one hundred four (104) weeks.
- (E) "Disability" shall be defined through CADL's disability carrier's contract.

Medical Expense Reimbursement Account

All regular NUA employees are eligible to participate in a Medical Expense Reimbursement account. During open enrollment period, NUA employees can reduce pre-tax compensation by up to the maximum allowed by law, per year and use the money to pay for qualifying medical care expenses incurred by the employee or dependents during the plan year.

Dependent Care Account

All regular NUA employees are eligible to participate in a Dependent Care Reimbursement Account. NUA employees can reduce pre-tax compensation up to the maximum allowed by law per year and use the money to pay for qualifying dependent care expenses during the plan year.

Direct Deposit

All NUA employees must participate in direct deposit or must sign up for the Chase Visa card through our payroll provider.

Retirement

All eligible NUA employees will participate in the Municipal Employees Retirement System (MERS) non-union defined benefit plan.

CADL and NUA employees shall abide by all the terms and conditions of that plan set forth below.

CADL will contribute 18% of the employees' gross salary to the MERS defined benefit plan and NUA employees will be responsible for the remainder through payroll deduction. The amount of the NUA employee's contribution will be set annually based on plan performance and will take effect on January 1st of each year.

Beginning on January 1, 2020, the NUA defined benefit plan for employees is as follows:

B-2, V-6, FAC5 w/ F55/I5, E2
(Please see MERS Handbook for complete details and for information pertaining to previous plan details.)

NUA employees in the defined benefit plan will be subject to fully vesting after 6 years and eligibility requirements outlined in the plan.

All eligible NUA employees who enroll in the MERS defined benefit plan hereby authorize CADL to make the appropriate payroll deduction for the employee's percentage amount of the Defined Benefit plan as calculated by MERS.

All Technical, Clerical and Para-professional NUA employees who work ~~10 eight-hour days~~ **80 HOURS** per month and all Professional NUA employees who work ~~10 four-hour days~~ **40 HOURS** per month qualify for retirement benefits.

All unused and accumulated vacation time will be paid to any full-time NUA employee up to 200 hours, or 5 weeks, upon their retirement. All unused and accumulated vacation time will be paid to any part-time NUA employees at a pro-rated basis up to 200 hours, or 5 weeks, upon their retirement. All unused and accumulated sick and personal leave will be forfeited by the employee upon their retirement.

Upon retirement, any person covered under this agreement, whether such person was hired through Ingham County, the Lansing School District, or directly with CADL, shall not be entitled to any health benefits from CADL or any other benefits from CADL.

DEFERRED COMPENSATION

ALL NUA EMPLOYEES (BOTH FULL AND PART-TIME) ARE ELIGIBLE TO PARTICIPATE IN THE MERS 457 SUPPLEMENTAL SAVINGS/DEFERRED COMPENSATION PLAN ACCORDING TO THE TERMS AND CONDITIONS OF THE PLAN.

BEGINNING ON JULY 1, 2025, ALL EXISTING PART-TIME NUA EMPLOYEES WILL AUTOMATICALLY RECEIVE THE FOLLOWING AMOUNTS DEPOSITED INTO THEIR PLAN ACCOUNTS:

JANUARY 1ST OF EACH YEAR - \$75 WILL BE DEPOSITED

JULY 1ST OF EACH YEAR - \$75 WILL BE DEPOSITED

FOR ALL PART-TIME NUA EMPLOYEES HIRED AFTER JULY 1, 2025, EACH SUCH EMPLOYEE WILL RECEIVE THE \$75 DEPOSITED AT THE NEXT INTERVAL (JANUARY OR JULY) FOLLOWING THEIR DATE OF HIRE.

UPON TERMINATION OF ANY NUA EMPLOYEE'S EMPLOYMENT (BOTH FULL AND PART-TIME), THE EMPLOYEE WILL BE ELIGIBLE TO RECEIVE ANY MONIES IN THEIR PLAN ACCOUNT ACCORDING TO THE TERMS AND CONDITIONS OF THE PLAN.

Employer's Right to Change and/or Modify Benefits

CADL retains the right to unilaterally change the method of providing, including changing carriers, and funding the benefits herein. The benefits provided shall meet the minimum requirements set forth in this Article. CADL may elect to provide benefits in excess of the minimum listed in this Article. Providing such benefits in excess of the required minimums shall not become a term and condition of employment, and CADL is free to unilaterally change these benefits to those benefits minimally required.

CADL reserves the right to establish a self-insurance program which will provide substantially the same or equivalent benefits insofar as is possible except as to the administration of such insurance. The Library may change carriers and/or plans provided the new plan provides the same or substantially equivalent benefits in so far as is possible.

All insurance premiums shall be paid by CADL commencing at the time of the next regular payment made in accordance with CADL's procedures following the month of employment. NUA Employees who are laid off or go on an unpaid leave of absence shall assume full cost of such premiums commencing the first full month following their layoff or commencing their leave of absence.

NUA Human Resources Policies and Procedures

NUA employees must abide by the human resources policy and procedure manual which is located on the staff intranet.

MERS 457 Authorization Recommendation
July 23, 2025

Recommendation: Authorize Jenny Marr to sign the MERS 457 Participation Agreement/Employer Contribution Addendum

Background: We have three (3) part-time Administrative Staff positions: Administrative Assistant, HR Assistant, and Finance Clerk who do not receive any retirement benefit from CADL. This change would provide them with the same benefit all part-time union staff receive: \$75 on January 1 and July 1 of each year deposited into a MERS 457 Account.

The MERS 457 account would allow them to invest the money deposited into a variety of options of their choice and is managed by them or by MERS. When they leave employment with CADL, they are eligible to receive any monies in their account.

T-Mobile Hotspot Agreement

July 23, 2025

Recommendation: Authorize the Executive Director to sign an agreement to purchase hotspot equipment and data plans from T-Mobile for a 1-year term for up to \$33,776.40. This includes purchasing 138 data plans for existing hotspot devices, as well as purchasing 72 additional, new devices and data plans.

Background: In March, CADL completed a bid process to support our E-rate application for hotspots, awarded the bid to T-Mobile and filed our e-rate application. Since then, this E-rate program has been mired in delays due to congressional attempts to rescind it and inaction at the FCC and USAC. The new pricing plan was designated to begin on July 1, 2025, but a condition of the agreement is CADL having received a Funding Commitment Decision Letter (FCDL).

The new E-rate rate plan from T-Mobile is less than half of what we currently pay. In light of the threat to the program and delays, T-Mobile is offering applicants an alternative agreement that can begin as soon as it is signed, so that even though E-rate subsidy remains in doubt, overall savings can be realized.

The new, alternative agreement

- Charges an effective monthly rate of \$11.00 per active line of service (compared to \$11.97 per line in the E-rate offer and \$29.75 per line that we currently pay).
- Charges the same amount for the same new devices as in the E-rate offer (\$84 each).
- Does *not* include monitoring of data usage with alerts about inactive lines and automatic suspension after 90 days of no use. This service is required in the E-rate program rules.
- Offers these rates for 1 year. At the end of the year term, with 30 days notice, the price can change to 'standard list pricing' or a new agreement can be offered/negotiated.
- Otherwise honors our current master agreement and status quo operations of our T-Mobile hotspot collection.
- If and when we do receive an FCDL for our E-rate application, T-Mobile can, at our request, activate the originally offered E-rate eligible plan. We could then receive the additional E-rate subsidy on what remains of the E-rate service year. This additional E-rate subsidy could be roughly \$2,000 per month.

Analysis: While it is unfortunate that the E-rate program that supports hotspot lending is in jeopardy and our ability to gain any assistance from it is uncertain, entering into this alternative agreement with T-Mobile enables us to maximize savings on the costs of our hotspot lending program now, while leaving open the opportunity to continue our participation in the E-rate program should it survive.

FIREWALL & MSSP RECOMMENDATION

JULY 23, 2025

Recommendation: Purchase a Checkpoint 3970 gateway and managed security services from CyberForce|Q (CFQ) for a 3-year term. The device, licensing, and manufacturer support and maintenance costs for the 3-year term are \$36,378.92. Also contract with CFQ for managed security services for \$18,965/year.

Background: CADL has been selected to participate in the E-rate Cybersecurity Pilot Program (CPP). All procurements made as part of the CPP must be made through new competitive bidding. Thus, we recently conducted an RFP process to purchase a refreshed, next generation enterprise firewall device and managed security services equivalent to or better than our current solution. Our current firewall and security services agreement consists of a physical, CADL-owned, firewall that scans and allows/blocks all incoming & outgoing Internet and internal traffic based on a security ruleset. This is complemented by CFQ's managed security services, wherein suspicious Internet traffic alerts, phishing reports, and firewall software maintenance updates are analyzed and mitigated by CFQ's Security Operations Center (SOC) in collaboration with the CADL systems administrator.

Analysis: The table below summarizes the responding vendors' proposed costs for a 3-year term.

Vendor and Product	Firewall & License/ Support Cost	Integration Fee	Managed Security Svcs Cost per year	3-Year CPP Eligible Cost
Acrisure Meraki MX105	\$18,300.00	\$5,400.00	N/A**	\$23,700.00**
CFQ Checkpoint 3970 + Managed Svcs	\$36,378.92	N/A	\$18,965.00	\$93,273.92
Concourse Checkpoint 3970 + Managed Svcs	\$32,349.49	\$19,523.37	\$55,805.63	\$219,289.75
Lumen Fortinet 100F + Managed Svcs	\$13,975.00	\$15,600.00	\$73,944.00	\$251,407.00

**Acrisure did not include managed services in their proposal. This renders their response incomplete.

CFQ has offered the most cost-efficient combined package of firewall hardware and managed security services. We have been customers of CFQ for several years and are satisfied with their service. They manage a collaborative security operations center that combines the resources of its members for greater impact for all its clients and focuses on the specific needs and improvement objectives of its members. This contrasts with the services from large corporate providers like Checkpoint and Lumen where we would be very small fish in a very large, expensive pond.

The CPP program provides a 90% subsidy of eligible costs, so of the estimated \$93,273.92 total 3-year cost of CFQ's proposal, we would expect to be reimbursed approximately \$83,946.53, bringing our annual cost down to approximately \$3,100 for this crucial cybersecurity functionality.

EMAIL SECURITY RECOMMENDATION

JULY 23, 2025

Recommendation: Purchase Proofpoint Essentials Advanced email security from Rainbow Secure for a 3-year term for \$3.00/user/month plus a \$1,500 setup and configuration fee. In addition, purchase Proofpoint Essentials Security Awareness training platform for a 3-year term for \$1.10/user/month.

Background: CADL has been selected to participate in the E-rate Cybersecurity Pilot Program (CPP). All procurements made as part of the CPP must be made through new competitive bidding. Thus, we recently conducted an RFP process to purchase email security services equivalent to or better than our current solution that scans all incoming and outgoing email for spam, malware, and malicious content, provides protection from malicious web links in email, and maintains email access for up to 30 days when network connectivity or email servers experience failure. We were also interested in security-awareness training that includes simulated phishing functionality. Although this end user training functionality is not directly eligible for CPP funding, we feel that re-investing some of the savings from the CPP program back into staff training would have a significant positive impact on our cybersecurity posture.

Analysis: Below are tables summarizing the responding vendors' proposed costs for a 3-year term assuming 220 users.

Email Security Solutions					
Vendor and Product	Charge per user per month	Integration Fee	Security Awareness charge per user per month	3 Year CPP Eligible Cost	Total 3 Year Cost with Security Awareness
Acrisure Barracuda Premium Plus	\$7.45	N/A	N/A	\$59,004.00	N/A
Concourse Checkpoint Harmony	\$3.13	N/A	\$0.74	\$24,789.60	\$30,650.40
Rainbow Secure Proofpoint Essentials Advanced	\$3.00	\$1,500	\$1.10	\$25,260.00	\$33,972.00

The Barracuda solution is not price-competitive, has far more features than we requested and lacks a security-awareness feature. CADL has used Proofpoint Essentials email security for many years and finds it effective and easy to use. This offering adds a few desirable features and security-awareness training. Checkpoint Harmony offers about the same functionality and is well-rated, although the security-awareness content and functionality is less robust. Concourse and Rainbow Secure are both new vendors to CADL and to E-rate. However, based on the proposals, we felt far more confident in Rainbow Secure's integration expertise and ability to implement smoothly.

The CPP program provides a 90% subsidy of eligible costs, so of the estimated \$33,972 total 3-year cost of Rainbow Secure's proposal, we would expect to be reimbursed approximately \$22,734, bringing our annual cost down to approximately \$3,750 for this crucial cybersecurity functionality.

CAPTIAL AREA DISTRICT LIBRARIES
GOV 211 SERVICE TO NON-DISTRICT MUNICIPALITIES
SEPTEMBER 17, 2014

Concerning the issue of contract services being offered to non-district municipalities, the Policy Committee recommends:

1. Capital Area District Libraries exists to serve the needs of its member libraries and their communities. Therefore, CADL will not provide library services on a contract basis to libraries outside Capital Area District Libraries system except as provided in 2. and 3. below.
2. Capital Area District Libraries has, as part of its Mission Statement, a commitment to patron service. Should a non-member municipality by resolution request to join Capital Area District Libraries system, library services may be offered by CADL to that municipality on a short-term basis until the municipality passes a millage to support entry into CADL.
3. The Board may waive this policy if it is cost-effective and in the best interest of patrons to do so.

CAPITAL AREA DISTRICT LIBRARY

LIBRARY AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 1998, by and between the CAPITAL AREA DISTRICT LIBRARY BOARD, "CADL" AND AURELIUS TOWNSHIP "Municipality".

THE PARTIES RECOGNIZE THAT CADL has available certain library services and that the Municipality wishes to utilize those library services for the benefit of its residents.

THE PARTIES AGREE, as follows:

FIRST: A library shall be established and operated by the CADL within the territorial limits of the Municipality which shall be know as the Aurelius Library, the "Community Library".

SECOND: CADL shall provide the Community Library with a Head Librarian and any additional staff which CADL believes the Community Library requires. CADL shall be solely responsible for selecting, appointing, supervising, and paying the Community Library's staff.

THIRD: The Community Library shall be open to the public at least 25 hours per week, excluding holidays. The times that the library is open shall be determined exclusively by the CADL.

FOURTH: CADL shall provide a collection of books and other materials for the Community Library, all of which shall remain the permanent property of CADL. It shall be CADL's exclusive responsibility to select, order, catalog, process, and discard books and other materials for the Community Library

FIFTH: It shall be CADL's exclusive responsibility to establish policies, rules, and regulations governing the Community Library. CADL shall provide the Municipality with copies of proposed policies, rules, and regulations which might be applicable to the operation of the Community Library. CADL shall provide the Municipality with a financial report for the six month period ending June 30th and December 31st each year.

SIXTH: The Municipality, at its sole expense, shall provide quarters, suitable to CADL, for the Community Library, on the ground floor of a building, which meets all federal, state, and local laws, ordinances, regulations, and codes, including handicapper accessibility. The Municipality shall be responsible for maintaining the building and its associated plumbing, electrical, heating, and air-conditioning systems in good working order. The Municipality shall also maintain the exterior of the building including landscape maintenance and snow removal.

SEVENTH: CADL shall be responsible for the Community Library's utilities including telephone, gas, electricity, water, and sewer, and trash removal. CADL shall also be responsible for customary custodial maintenance. CADL shall either pay for these separately metered services directly or reimburse the Municipality for these services using a formula that is agreeable to both parties. CADL shall be responsible for the costs of installing telephone lines, computer cables, and for any changes to the electrical system needed for additional equipment. Any changes to the building shall be approved in advance by the Municipality.

EIGHTH: The Municipality shall retain ownership of all Community Library furniture and equipment that it currently owns and shall maintain that furniture and equipment for Community Library use. An inventory of furniture and equipment owned by the Municipality is attached to this contract. The Municipality shall be responsible for repair and replacement of this furniture. Property owned by CADL and placed in the Community Library shall remain the permanent property of CADL.

NINTH: The Municipality shall, at its own expense, protect, defend, indemnify and save harmless the CADL Board, CADL, and their employees, and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, loss or damage to CADL's property incurred as a direct or indirect result of any activities, omissions, errors or negligence of the Municipality or its agents and employees.

The Municipality's indemnification responsibilities under this section shall include damages, costs and expenses in excess of those paid out on behalf of or reimbursed to the CADL Board, CADL, and their employees, and agents by the insurance coverage maintained by the Municipality pursuant to the requirements of this agreement.

CADL shall, at its own expense, protect, defend, indemnify and save harmless the Municipality, its Board and its employees and agents, from all claims, damages, lawsuits, costs and expenses, including, but not limited to, loss or damage to the Municipality's property incurred as a direct or indirect result of any activities, omissions, errors or negligence of CADL or its agents and employees. CADL's indemnification

responsibilities under this section shall include, but not be limited to, damages, costs and expenses in excess of those paid out on behalf of or reimbursed to the Municipality and its agents, servants and employees by the insurance coverage maintained by CADL pursuant to the requirements of this Agreement. Each party shall assume the sole responsibility for risk of loss to its property during the terms of this Agreement, except as provided above.

TENTH: Each party shall procure and pay the premium on and keep and maintain during the term of this Agreement adequate personal injury and property damage insurance covering injuries, death and property damage arising out of their respective duties and obligations under this Agreement.

ELEVENTH: The Municipality shall assume the sole responsibility for the risk of loss to its property during the terms of this agreement.

TWELFTH: This Agreement shall become effective on the date on which it is signed by all the authorized representatives of both parties and remain in effect until terminated by either or both parties.

THIRTEENTH: Either party may terminate this Agreement by giving at least ninety (90) days written notice to the other party.

FOURTEENTH: No failure or delay on the part of either party to this Agreement in exercising any right, power, or privilege shall operate as a waiver, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercises of any other right, power or privilege.

FIFTEENTH: Modifications, amendments, or waivers of any provision of this Agreement shall be effective only by the written mutual consent of the parties.

SIXTEENTH: If any provision of this Agreement is determined to be invalid, the remainder of this Agreement shall not be affected, except where the invalidity of a provision would result in the illegality or unenforceability of this Agreement.

SEVENTEENTH: The persons signing on behalf of the parties certify by their signatures that they are authorized to sign this Agreement on behalf of the parties and that this Agreement has been authorized by the parties.

WITNESSING THIS DOCUMENT, the authorized representatives of the parties have signed this Agreement on the day and year above written.

WITNESSED:

CAPITAL AREA DISTRICT LIBRARY

Date

By: L. Robert McConnell

Name: L. Robert McConnell

Title: Chairperson

MUNICIPALITY

Carolyn Slusser
Date

By: Larry Silsby

Name: Larry Silsby

Title: Supervisor

Carolyn Slusser
Date

By: Donna Lawson

Name: Donna Lawson

Title: Clerk

**CAPITAL AREA DISTRICT LIBRARY
LIBRARY AGREEMENT WITH AURELIUS TOWNSHIP
ADDENDUM A**

CADL shall pay for the following maintenance services:

1. Trash Removal at \$6.00 per month.
2. Electrical Services at 29% of the total cost of heating and lighting the building and lighting the parking lot.
3. Custodial Services at \$20.00 per hour for 2.5 hours per week. Custodial services include cleaning, equipment, and all supplies.

Aurelius Township will bill the Capital Area District Library quarterly and provide copies of all electrical bills.

Rates will be reviewed annually and revised as needed.

CAPITAL AREA DISTRICT LIBRARY

LIBRARY AGREEMENT

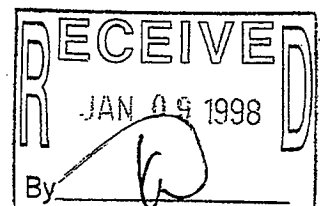
THIS AGREEMENT, made and entered into this 15th day of
December, 1997, by and between the CAPITAL AREA DISTRICT
LIBRARY BOARD, "CADL" AND Ingham Township,
"Municipality".

THE PARTIES RECOGNIZE THAT CADL has available certain library services and
that the Municipality wishes to utilize those library services for the benefit of its
residents.

THE PARTIES AGREE, as follows:

FIRST: A library shall be established and operated by the CADL within the territorial
limits of the Municipality which shall be know as the _____
Community Library, the "Community Library".

SECOND: CADL shall provide the Community Library with a Head Librarian and any
additional staff which CADL believes the Community Library requires. CADL shall be
solely responsible for selecting, appointing, supervising, and paying the Community
Library's staff.



THIRD: The Community Library shall be open to the public at least _____ hours per week, excluding holidays. The times that the library is open shall be determined exclusively by the CADL.

FOURTH: CADL shall provide a collection of books and other materials for the Community Library, all of which shall remain the permanent property of CADL. It shall be CADL's exclusive responsibility to select, order, catalog, process, and discard books and other materials for the Community Library

FIFTH: It shall be CADL's exclusive responsibility to establish policies, rules, and regulations governing the Community Library. CADL shall provide the Municipality with copies of proposed policies, rules, and regulations which might be applicable to the operation of the Community Library. CADL shall provide the Municipality with a financial report for the six month period ending June 30th and December 31st each year.

SIXTH: The Municipality, at its sole expense, shall provide quarters, suitable to CADL, for the Community Library, on the ground floor of a building, which meets all federal, state, and local laws, ordinances, regulations, and codes, including handicapper accessibility. The Municipality shall be responsible for maintaining the building and its associated plumbing, electrical, heating, and air-conditioning systems in good working order. The Municipality shall also maintain the exterior of the building including landscape maintenance and snow removal.

SEVENTH: CADL shall be responsible for the Community Library's utilities including telephone, gas, electricity, water, and sewer, and trash removal. CADL shall also be responsible for customary custodial maintenance. CADL shall either pay for these separately metered services directly or reimburse the Municipality for these services using a formula that is agreeable to both parties. CADL shall be responsible for the costs of installing telephone lines, computer cables, and for any changes to the electrical system needed for additional equipment. Any changes to the building shall be approved in advance by the Municipality.

EIGHTH: The Municipality shall retain ownership of all Community Library furniture and equipment that it currently owns and shall maintain that furniture and equipment for Community Library use. An inventory of furniture and equipment owned by the Municipality is attached to this contract. The Municipality shall be responsible for repair and replacement of this furniture. Property owned by CADL and placed in the Community Library shall remain the permanent property of CADL.

NINTH: The Municipality shall, at its own expense, protect, defend, indemnify and save harmless the CADL Board, CADL, and their employees, and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, loss or damage to CADL's property incurred as a direct or indirect result of any activities, omissions, errors or negligence of the Municipality or its agents and employees.

The Municipality's indemnification responsibilities under this section shall include damages, costs and expenses in excess of those paid out on behalf of or reimbursed to the CADL Board, CADL, and their employees, and agents by the insurance coverage maintained by the Municipality pursuant to the requirements of this agreement.

TENTH: Each party shall procure and pay the premium on and keep and maintain during the term of this Agreement adequate personal injury and property damage insurance covering injuries, death and property damage arising out of their respective duties and obligations under this Agreement.

ELEVENTH: The Municipality shall assume the sole responsibility for the risk of loss to its property during the terms of this agreement.

TWELFTH: This Agreement shall become effective on the date on which it is signed by all the authorized representatives of both parties and remain in effect until terminated by either or both parties.

THIRTEENTH: Either party may terminate this Agreement by giving at least ninety (90) days written notice to the other party.

FOURTEENTH: No failure or delay on the part of either party to this Agreement in exercising any right, power, or privilege shall operate as a waiver, nor shall a single or

partial exercise of any right, power, or privilege preclude any other or further exercises of any other right, power or privilege.

FIFTEENTH: Modifications, amendments, or waivers of any provision of this Agreement shall be effective only by the written mutual consent of the parties.

SIXTEENTH: If any provision of this Agreement is determined to be invalid, the remainder of this Agreement shall not be affected, except where the invalidity of a provision would result in the illegality or unenforceability of this Agreement.

SEVENTEENTH: The persons signing on behalf of the parties certify by their signatures that they are authorized to sign this Agreement on behalf of the parties and that this Agreement has been authorized by the parties.

WITNESSING THIS DOCUMENT, the authorized representatives of the parties have signed this Agreement on the day and year above written.

WITNESSED:

CAPITAL AREA DISTRICT LIBRARY

By:

Name: L. Robert McConnell

Title: Chairperson

MUNICIPALITY

By:

Name: Dana E. Rorer

Title: Clerk

By:

Name: Wayne H. Stein

Title: Supervisor

CAPITAL AREA DISTRICT LIBRARY

LIBRARY AGREEMENT

THIS AGREEMENT, made and entered into this 3rd. day of February, 1998, by and between the CAPITAL AREA DISTRICT LIBRARY BOARD, "CADL" AND Leroy Township, "Municipality".

THE PARTIES RECOGNIZE THAT CADL has available certain library services and that the Municipality wishes to utilize those library services for the benefit of its residents.

THE PARTIES AGREE, as follows:

FIRST: A library shall be established and operated by the CADL within the territorial limits of the Municipality which shall be know as the Webberville Community Library, the "Community Library".

SECOND: CADL shall provide the Community Library with a Head Librarian and any additional staff which CADL believes the Community Library requires. CADL shall be solely responsible for selecting, appointing, supervising, and paying the Community Library's staff.

THIRD: The Community Library shall be open to the public at least 35 hours per week, excluding holidays. The times that the library is open shall be determined exclusively by the CADL.

FOURTH: CADL shall provide a collection of books and other materials for the Community Library, all of which shall remain the permanent property of CADL. It shall be CADL's exclusive responsibility to select, order, catalog, process, and discard books and other materials for the Community Library

FIFTH: It shall be CADL's exclusive responsibility to establish policies, rules, and regulations governing the Community Library. CADL shall provide the Municipality with copies of proposed policies, rules, and regulations which might be applicable to the operation of the Community Library. CADL shall provide the Municipality with a financial report for the six month period ending June 30th and December 31st each year.

SIXTH: The Municipality, at its sole expense, shall provide quarters, suitable to CADL, for the Community Library, on the ground floor of a building, which meets all federal, state, and local laws, ordinances, regulations, and codes, including handicapper accessibility. The Municipality shall be responsible for maintaining the building and its associated plumbing, electrical, heating, and air-conditioning systems in good working order. The Municipality shall also maintain the exterior of the building including landscape maintenance and snow removal.

SEVENTH: CADL shall be responsible for the Community Library's utilities including telephone, gas, electricity, water, and sewer, and trash removal. CADL shall also be responsible for customary custodial maintenance. CADL shall either pay for these separately metered services directly or reimburse the Municipality for these services using a formula that is agreeable to both parties. CADL shall be responsible for the costs of installing telephone lines, computer cables, and for any changes to the electrical system needed for additional equipment. Any changes to the building shall be approved in advance by the Municipality.

EIGHTH: The Municipality shall retain ownership of all Community Library furniture and equipment that it currently owns and shall maintain that furniture and equipment for Community Library use. An inventory of furniture and equipment owned by the Municipality is attached to this contract. The Municipality shall be responsible for repair and replacement of this furniture. Property owned by CADL and placed in the Community Library shall remain the permanent property of CADL.

NINTH: The Municipality shall, at its own expense, protect, defend, indemnify and save harmless the CADL Board, CADL, and their employees, and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, loss or damage to CADL's property incurred as a direct or indirect result of any activities, omissions, errors or negligence of the Municipality or its agents and employees.

The Municipality's indemnification responsibilities under this section shall include damages, costs and expenses in excess of those paid out on behalf of or reimbursed to the CADL Board, CADL, and their employees, and agents by the insurance coverage maintained by the Municipality pursuant to the requirements of this agreement.

TENTH: Each party shall procure and pay the premium on and keep and maintain during the term of this Agreement adequate personal injury and property damage insurance covering injuries, death and property damage arising out of their respective duties and obligations under this Agreement.

ELEVENTH: The Municipality shall assume the sole responsibility for the risk of loss to its property during the terms of this agreement.

TWELFTH: This Agreement shall become effective on the date on which it is signed by all the authorized representatives of both parties and remain in effect until terminated by either or both parties.

THIRTEENTH: Either party may terminate this Agreement by giving at least ninety (90) days written notice to the other party.

FOURTEENTH: No failure or delay on the part of either party to this Agreement in exercising any right, power, or privilege shall operate as a waiver, nor shall a single or

partial exercise of any right, power, or privilege preclude any other or further exercises of any other right, power or privilege.

FIFTEENTH: Modifications, amendments, or waivers of any provision of this Agreement shall be effective only by the written mutual consent of the parties.

SIXTEENTH: If any provision of this Agreement is determined to be invalid, the remainder of this Agreement shall not be affected, except where the invalidity of a provision would result in the illegality or unenforceability of this Agreement.

SEVENTEENTH: The persons signing on behalf of the parties certify by their signatures that they are authorized to sign this Agreement on behalf of the parties and that this Agreement has been authorized by the parties.

WITNESSING THIS DOCUMENT, the authorized representatives of the parties have signed this Agreement on the day and year above written.

WITNESSED:

Susan J. Hill

4-15-98

Date

CAPITAL AREA DISTRICT LIBRARY

By: L. Robert McConnell

Name: L. Robert McConnell

Title: Chairperson

MUNICIPALITY

Robert M. Hamlin

2/3/98

Date

By: Neil R. West

Name: Neil R. West

Title: Supervisor

Derald Arch

2/3/98

Date

By: Wilma J. Whitehead

Name: Wilma J. Whitehead

Title: Clerk

**CAPITAL AREA DISTRICT LIBRARY
LIBRARY AGREEMENT WITH THE CITY OF MASON**

THIS AGREEMENT, made and entered into this 9 day of April, 2014 by and between the CAPITAL AREA DISTRICT LIBRARY, a Michigan Non-Profit Corporation organized pursuant to Public Act 24 of 1989, MCL 397.171 *et seq.*, hereunder referred to as "CADL" and the City of Mason, a municipal corporation, hereunder referred to a "Municipality."

WHEREAS,

1. The parties recognize that CADL has available certain library services and that the Municipality wishes to utilize those library services for the benefit of its residents;
2. The parties previously entered into a Library Agreement on January 15, 2001 establishing a library operated by the CADL within the territorial limits of the Municipality, known as the Mason Branch Library;
3. The previous Library Agreement expired by its own terms;
4. The parties wish to continue their arrangement to operate and maintain the Mason Branch Library;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained it is mutually agreed as follows:

1. **Participating Municipality.** The Mason Branch Library shall continue to be operated by CADL as a branch library of the CADL system and the City of Mason shall continue to be a Participating Municipality as that term is defined in CADL's District Library Agreement, dated March 10, 1997 as last amended by an amendment dated in 2008, and filed April 17, 2009, with the State Librarian (the District Library Agreement). As a Participating Municipality, the Municipality is bound by the terms of the District Library Agreement.
2. **Library Staff.** CADL agrees to provide the Mason Branch Library with a Head Librarian and any additional staff which CADL, within its sole discretion, shall determine the Mason Branch Library requires. CADL shall be solely responsible for selecting, appointing, supervising, and paying the Mason Branch Library's staff. The employees, servants, and agents of CADL shall in no way be considered to be and shall not hold themselves out as employees, servants, or agents of the Municipality.
3. **Hours of Operation.** The Mason Branch Library shall be open to the public at least forty-nine (49) hours per week, excluding nationally established holidays. The Mason Branch Library hours of operation open to the public shall be determined by the CADL, within its sole discretion.
4. **Books and Materials.** CADL shall continue to provide a collection of books and other materials for the Mason Branch Library, all of which shall remain the permanent property of CADL. Such materials are not and shall not be the property of the Municipality or any of its employees, servants, or agents. It shall be CADL's exclusive responsibility to select, order, catalog, process, and discard books and other materials for the Mason Branch Library, and CADL may do so within its sole discretion.


5. **Rules and Regulations.** It shall be CADL's exclusive responsibility to establish policies, rules, and regulations governing the Mason Branch Library and CADL may do so within its sole discretion. CADL shall provide the Municipality with the opportunity to review and comment upon any of the proposed policies, rules, and regulations which might be applicable to the operation of the Mason Branch Library prior to the adoption of said policies, rules, and regulations. CADL shall provide the Municipality with a financial report for the Mason Branch Library on a semi-annual basis (June 30th and December 31st.)
6. **Branch Library Building.** The Municipality, at its sole expense, shall provide property and quarters for the Branch Library, suitable to CADL, for the Mason Branch Library. All public accommodations shall be on the ground floor of a building, which meets all federal, state, and local laws, ordinances, regulations, and codes, including ADA accessibility requirements. The Municipality shall be solely responsible for maintaining the building and all of its associated plumbing, electrical, heating, and air conditioning systems in good working order and otherwise generally ensure the building is in suitable condition for the operation of a library. The Municipality shall also maintain the exterior of the building including landscape maintenance and snow removal. CADL shall have no responsibility for the library building or grounds.
7. **Utilities.** CADL shall be solely responsible for the Mason Branch Library's utilities including telephone, gas, electricity, water and sewer, and trash removal. CADL shall also be responsible for customary custodial maintenance of the building. CADL shall pay for any separately metered services directly. CADL shall be responsible for the costs of installing telephone lines, computer cables, and for any changes to the electrical system needed for additional equipment. Any changes to the building must be approved in advance by the Municipality.
8. **Furniture and Equipment.** The Municipality shall retain ownership of all original Mason Branch Library furniture and equipment that it currently owns and shall maintain that furniture and equipment for library use. The Municipality shall be responsible for any necessary repair and replacement of this furniture. Property owned by CADL and placed in the Mason Branch Library pursuant to this and all prior agreements shall remain the permanent property of CADL and CADL shall be responsible for any necessary repair and replacement of such property.
9. **Indemnification.** The Municipality shall, at its own expense, protect, defend, indemnify and hold harmless the CADL Board, CADL, and all its elected and appointed officers, employees, agents, volunteers, or other representatives from all claims, damages, litigation expenses, costs and expenses including, but not limited to loss or damage to CADL's property incurred as a direct or indirect result of any activities, omissions, errors or negligence of the Municipality or its agents, representatives, or employees. CADL shall, at its own expense, protect, defend, indemnify, and hold harmless the Municipality and its elected and appointed officers, employees, agents, volunteers, or other representatives from all claims, damages, litigation expenses, costs, and expenses, including but not limited to, loss and/or damage to the City's property that may be incurred as a direct or indirect result of any activities, omissions, errors, or negligence of the CADL, and its Officers, Directors, employees, and agents. Each party's indemnification responsibilities under this section shall include damages, costs and expenses in excess of those paid out on behalf of or reimbursed by the insurance coverage maintained by the respective party pursuant to the requirements of this Agreement.
10. **Insurance.** Each party to this Agreement shall procure, pay all premiums on, and keep and maintain during the term of this Agreement adequate personal injury and property damage insurance covering injuries, death and property damage arising out of their respective duties and obligations under this


Agreement. CADL shall be named as an additional insured on the insurance policies obtained by the Municipality.

11. **Risk of Loss.** Unless otherwise provided for in this Agreement, each party shall assume the sole responsibility for the risk of loss to its property during the terms of this Agreement.
12. **Term.** This Agreement shall become effective on the date on which it is signed by all the authorized representatives of both parties. The Term of this Agreement shall be one year from the effective date. This Agreement shall automatically renew for additional one year periods under the same terms of this Agreement, unless either party gives written notice to the other party at least 30 days prior to the expiration of the term that it wishes not to renew.
13. **Termination.** Either party may terminate this Agreement by giving at least ninety (90) days written notice to the other party, for any reason or for no reason at all. Upon termination of this Agreement, each party shall immediately deliver to the other party all property in its possession, or under its care and control, belonging to the other party.
14. **Force Majeure.** Neither party shall be responsible or liable to the other for any failure or delay in carrying out the terms of this Agreement resulting from any cause or circumstance beyond its reasonable control, including, but not limited to, any Act of God, fire, flood, war, explosion, natural disaster, interruption of transportation, civil commotion, terrorism or the threat of terrorist activity, and acts of any governmental authority; provided, however, that the Party so affected shall have given prompt written notice to the other Party hereto of any such event which has or which may have the effect of preventing or delaying its performance under this Agreement, and shall use reasonable efforts to minimize the scope, extent and duration of the circumstance.
15. **Assignment.** This Agreement is not assignable. Neither party shall assign any rights or obligations under this Agreement and any attempted assignment will be null and void.
16. **Miscellaneous Terms.**
 - 16.1. **Incorporation.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof.
 - 16.2. **Headings.** All headings are provided for reference only and shall not be interpreted as part of this Agreement.
 - 16.3. **Waiver.** No failure or delay on the part of either party to this Agreement in exercising any right, power, or privilege shall operate as a waiver, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercises of any other right, power or privilege. No waiver or any breach of this Agreement may be construed as a continuing waiver or consent to any subsequent breach hereof.
 - 16.4. **Modification.** Modifications, amendments, or waivers of any provision of this Agreement shall be effective only by a written agreement signed by appropriate representatives of each party.

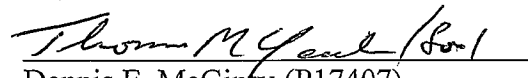
- 16.5. **Severability.** Should any provision of this Agreement be adjudicated by a court of competent jurisdiction as void, invalid, or inoperative, such decision will not affect any other provision hereof, and the remainder of this Agreement will be effective as though such void, invalid, or inoperative provision had not been contained herein, unless grave injustice would result.
- 16.6. **Authority.** The persons signing on behalf of the parties certify by their signatures that they are authorized to sign this Agreement on behalf of the parties and that this Agreement has been authorized by the parties.
- 16.7. **Jurisdiction.** This Agreement is made under the laws of the State of Michigan and its validity, construction, performance, and breach will be governed by the laws of the State of Michigan applicable to agreements made and to be wholly performed herein. Municipality agrees to submit to the jurisdiction of the state courts located in Ingham County with regard to any action or dispute which may arise out of this agreement and said courts will have exclusive jurisdiction over all disputes between CADL and the Municipality pertaining to this Agreement and all matters related thereto.
- 16.8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

WITNESSING THIS DOCUMENT, the authorized representatives of the parties have signed this Agreement on the day and year written.


Capital Area District Library
By: MARGARET A. BOSSENBERG
Its: CHAIRPERSON
Date: 4-9-2014


City of Mason
By: MARTIN A. COLBURN
Its: City Administrator
Date: 2-17-2014

Approved as to Form:


Dennis E. McGinty (P17407)
Mason City Attorney

**AGREEMENT BETWEEN CITY OF LANSING
AND
CAPITAL AREA DISTRICT LIBRARY BOARD
RE: FOSTER STREET LIBRARY**

THIS AGREEMENT ENTERED INTO, as of this ____ day of December 2019,
by and between the City of Lansing, Michigan, hereinafter referred to as the "CITY" and Capital
Area District Library Board, a Michigan Non-Profit Corporation organized pursuant to Public Act 24
of 1989, MCL 397.171 *et seq.*, hereinafter referred to as the "CADL", collectively referred to as the
"Parties";

WITNESS THAT:

WHEREAS,

1. The Parties herein recognized that CADL has available certain library services and that the CITY wishes to utilize those services for the benefit of Lansing residents;
and
2. The parties previously entered into a Library Agreement on March 15, 2015 establishing a library operated by the CADL within the territorial limits of the CITY, known as the Foster Street Library;
3. The previous Library Agreement will expire February 28, 2020 if either party sends notice of intent not to permit its automatic renewal;
4. The Parties wish to continue their arrangement to operate and maintain the Foster Street Library;

WHEREAS, the CITY and CADL, in their desire to evidence by this Agreement their mutual obligations, covenants hereinafter set forth, agree as follows:

SECTION 1 - MUTUAL PROVISIONS

- 1.1 General Statement of Intent. In the manner and for the term as more specifically provided for in this Agreement and for the Parties' mutual benefit, the CITY shall provide space to CADL to establish and operate a library within the jurisdictional boundaries of the CITY for the benefit of the residents of the CITY. Subject to the Condition Precedent in Section 1.5, CADL may provide computer training and robotics training.
- 1.2 Locations. The **Foster Street Library**, hereinafter referred to as "Foster Library", located at 200 North Foster Street, Lansing, Michigan, on the ground level of the Foster Community Center, Room No 9.

- 1.3 Retention of CADL. The CITY agrees to engage CADL, and CADL agrees to perform, those services as set forth under "Scope of Services" in this Agreement.
- 1.4 Performance and Interpretation of Obligation. CADL and the CITY shall perform their respective obligations hereunder in accordance with the provisions of this Agreement
- 1.5 Term of Agreement. This Agreement shall become effective on the date on which it is signed by all the authorized representatives of both parties. The Term of this Agreement shall be one year from the effective date; provided, however, subject to the happening of Condition Precedent below, the first term of this Agreement shall be five years. After the first term, this Agreement shall automatically renew for additional one-year periods under the same terms of this Agreement, unless either party gives written notice to the other party at least 60 days prior to the expiration of the term that it wishes not to renew.

CONDITION PRECEDENT: The initial term of this Agreement will be five years based on the condition that CADL agrees to be I-Tech's successor and will be responsible to take over, administer and perform for not less than (5) five continuous years, computer training and robotics training previously performed by I-Tech; before December 31, 2019, CADL will execute this Agreement with the City for the lease of the Foster Street Library which includes CADL embarking upon the performance of the condition to take over, administer and perform the I-Tech functions as stated above. CADL agrees to further provide the City a scope of services for the I-Tech function agreed to through a written acknowledgment by the City Attorney.

- 1.6 Termination. Either party may terminate this Agreement by giving at least one hundred eighty (180) days written notice to the other party, for any reason or for no reason at all. Upon termination of this Agreement, each party shall immediately deliver to the other party all property in its possession, or under its care and control, belonging to the other party.
- 1.7 Performance Review, Coordination and Modification. During the Term of this Agreement, representatives of the CITY and CADL may meet at mutually agreeable times, in order to discuss any problems arising related to the performance of any obligations hereunder. Significant deviations from the obligations of CADL hereunder may be subject to approval by the CITY.
- 1.8 Change of Circumstances. In the event of any changes in circumstances during the term of this Agreement, the parties shall negotiate in good faith appropriate revisions to this Agreement. Such changes, including any increase or decrease in the amount of hours the Foster Library is to remain open, which are mutually

agreed upon by and between the CITY and CADL, shall be incorporated in written amendments to this Agreement within 90 days.

SECTION 2 - SCOPE OF SERVICES FOR THE CITY

The SCOPE OF SERVICES for the performance of the CITY'S obligations hereunder shall include those services referenced in Section 1 hereof, and, shall further include the following:

- 2.1 CITY Responsibilities. In the course of the performance of this Agreement, the CITY, at its sole expense, shall:
 1. Provide quarters for the Foster Library which meet all federal, state, and local laws, ordinances, regulations, and codes including handicapper accessibility;
 2. Furnish quarters for the Foster Library that are clean, painted, and in good repair;
 3. Maintain the buildings and associated plumbing, electrical, heating and cooling, if provided; and
 4. Maintain the exterior of the building, including landscape maintenance and snow removal.
- 2.2 CITY Charter. Nothing contained in this agreement shall impair or prejudice any rights or authority otherwise accruing to the CITY Council of the CITY or the Mayor of the CITY by virtue of the provisions of the Charter of the CITY of Lansing.

SECTION 3 - SCOPE OF SERVICES FOR CADL

The SCOPE OF SERVICES for performance of CADL's obligations hereunder shall include those services referenced in Section 1 hereof, and, shall further include the following:

- 3.1 Hours of Operation. The Foster Library shall remain open to the public at least 32 hours per week, excluding holidays. The times in which the Foster Library will open shall be determined exclusively by CADL.
- 3.2 Foster Library Materials. CADL shall provide a collection of books and other library materials for the Foster Library, all of which shall remain the permanent property of CADL. It shall be CADL's exclusive responsibility to select, order, catalog, process, and discard books and other materials for the Foster Library.
- 3.3 Personnel. CADL shall secure at its own expense, a Head Librarian and any

additional staff which CADL believes that the Foster Library require. In performing these obligations under this Agreement, CADL shall be solely responsible for selecting, appointing, supervising, and paying the Foster Library's staff.

- 3.4 Tax Obligations, Employee Benefits and Liabilities. CADL shall be responsible for compliance with applicable state, local, and municipal income, as well as, other taxes and charges, such as Worker's Compensation, State and/or Federal Unemployment Taxes or insurance coverage and general liability coverage against losses or injury arising out of activities of any employee or other personnel working under the control or supervision of CADL.
- 3.5 Insurance. CADL shall comply with all Federal, State and CITY laws and ordinances applicable to the services rendered under this Agreement.

CADL shall comply with the Worker's Compensation Law of the State of Michigan and shall carry at least the following minimum amounts of insurance.

CADL will be responsible for providing one or more certificates of insurance to the CITY which prove the firm has not less than \$1,000,000.00 coverage for Personal Liability and Property Damage and proof of Worker's Compensation insurance. The Personal Liability and Property Damage certificate shall name the CITY as an additional insured party and shall carry a thirty (30) day Notice of Cancellation. Proof of Insurance, as stipulated above, shall be provided to the CITY within ten (10) working days after the execution of this agreement by the CITY.

- 3.6 Policies, Rules, and Regulations for the Foster Library. CADL shall have exclusive responsibility to establish policies, rules, and regulations governing the Foster Library, and with a financial report for the twelve (12) month periods ending on December 31st each year.
- 3.7 Utilities. CADL shall reimburse the CITY for gas, electricity, water, and sewer services using a formula based on the ratio of square footage of the Foster Library to the total square footage of the building in which the Foster Library is housed. CADL shall also be responsible for all customary custodial maintenance and trash removal on a daily basis.

CADL shall be responsible for the costs of installing telephone lines, computer cables, and any other changes to the electrical system needed for additional equipment. Any changes to the building shall only be made with prior written approval of the CITY and at the sole expense of CADL.

- 3.8 Property. Property owned by CADL and placed in the Foster Library shall remain the permanent property of CADL. Further, CADL shall be responsible for all repairs and replacement of this property.

SECTION 4 - GENERAL PROVISIONS

- 4.1 Compliance with Applicable Law. In the performance of their respective obligations hereunder, CITY and CADL shall comply with all applicable statutes, laws, ordinances, administrative regulations or rules and the provisions of any permit, license or governmental approval pertaining to the subject of this Agreement. If in the event an administrative, governmental or judicial termination or suspension of a permit, license or approval necessary for the performance of such obligations contained within this Agreement occurs, then this Agreement shall be suspended for a period conterminous with the period during which such permit, license or approval is suspended. Such termination or suspension shall not constitute a default hereunder.
- 4.2 Equal Employment Opportunity. In the performance of its obligations hereunder, CADL shall comply with all federal, state, and local laws (including, but without limitation, City of Lansing Ordinance Section 206.21) the purposes of which are to ensure that employees and applicants for employment are not discriminated against on any illegal basis, including race, color, religion, sex, or national origin.
- 4.3 Assignments. CADL shall not assign any interest in this Agreement and shall not transfer any interest in the same (where by assignment nor novation), without the prior written consent of the CITY.
- 4.4 Indemnification. CADL shall be solely responsible for and shall indemnify, defend, and hold harmless the CITY, its elected officials, agents, officers and employees from and against any and all claims, suits damages, and losses, specifically including, but not limited to those for the loss of use of property, for damage to any property, real or personal, for injury to or death of any person including but not limited to employees and officers of the CITY and for all other liabilities whatsoever including related expenses and actual attorney fees in any way sustained or alleged to have been sustained, directly or indirectly, by reasons of or in connection with:
1. The negligent performance of the work by or any other activities of CADL its employees or agents or officers including but not limited to the use of any equipment or material furnished by CADL.
 2. The presence of CADL, its employees, agents or officers on the premises of the CITY, whether such claims, suits, damages, losses and liabilities are based upon or result in whole or in part from the active or passive negligence of the CITY, its elected officials, employees, agents, or officers or the CITY's strict liability in tort, breach of warranty, breach of contract, duty to indemnify or any other basis whatsoever, whereby the CITY might be held liable; provided however, that the foregoing shall not be construed to be an agreement to indemnify the CITY against liability for damages

caused by or resulting from the sole negligence of the CITY, its agents, employees, or officials, under circumstances whereby said Agreement would be in violation of the Michigan Public Act 1966 No. 165, Section I (MCLA Section 691.991) if applicable. This provision shall extend beyond the term of this Agreement.

3. Any tax, charge, or claim arising out of any negligent errors, acts or omissions of any employee, agent or other person acting under the supervision or direction of CADL or otherwise performing services on behalf of CADL under this agreement.
 4. Each party shall procure and pay the premium on and keep and maintain during the term of this Agreement adequate personal injury and property damage insurance covering injuries, death, and property damage arising out of their respective duties and obligations under this Agreement.
- 4.5 Mutuality, Integration, Modification, and Binding Effect. Upon execution of this Agreement by both parties, this Agreement shall be deemed mutually drafted. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. No modification or revision of this Agreement shall be valid unless reduced to writing and executed by an authorized representative of each party. Except as otherwise provided herein, if any portion of this Agreement is determined to be unenforceable by a Court having jurisdiction, then the remaining portions shall remain in force and effect.
- 4.6 Severability of Provisions. Except as otherwise provided herein, if any clauses, sections, provisions, or parts of this Agreement are held invalid, or if any portion of any clauses, sections, provisions, or parts of this Agreement are held invalid, then the remainder of the Agreement shall not be affected thereby, if such remainder of this Agreement would then continue to conform to the terms and requirements of applicable law.
- 4.7 Effective Date. This Agreement shall become effective on the date on which it is signed by all the authorized representatives of both parties.
- 4.8 Failure or Delay. No failure or delay on the part of either party to this Agreement in exercising any right, power, or privilege shall operate as a waiver, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercises of any other right, power, or privilege.
- 4.9 Notice. All notices, request and approvals under this Agreement shall be sufficiently delivered if sent by certified mail to the following addresses of the parties, or such other address as may be designated from time to time in writing to the other party.

City: CITY OF LANSING
c/o: City Clerk's Office
Attention: City Clerk City Hall,
9th Floor
124 W. Michigan Avenue
Lansing, MI 48933

CADL: Capitol Area District Library
c/o: Scott Duimstra, Director of CADL
Lansing Library
401 South Capitol Avenue
Lansing, MI 48933

- 4.10 Ambiguity. If this Agreement or any of its terms and conditions are determined to be ambiguous, this Agreement and all its terms and conditions shall be considered as if drafted by both parties.
- 4.11 Entire Agreement. This Agreement supersedes all previous and contemporaneous contracts, including the Parties March 15, 2015 agreement for the Foster Street Library and space, and constitutes the entire agreement between the Parties. No party shall be entitled to benefits other than those specified in this Agreement. No oral statement or prior or contemporaneous written material not specifically incorporated or referenced herein shall be of any force and effect.
- 4.12 Authorized Signatures. The persons signing on behalf of the parties certify by their signatures that they are authorized to sign this Agreement on behalf of the parties and that this Agreement has been authorized by the parties.

WITNESSING THIS DOCUMENT, the authorized representatives of the parties have signed this Agreement on the day and year above written.

LANDLORD: CITY OF LANSING

WITNESSED:

Andy Schor, Mayor

Date Signed: _____

Brett Kaschinske, Parks & Recreation Director

Date Signed: _____

Chris Swope, City Clerk

Date Signed: _____

TENANT: CAPTIAL AREA DISTRICT LIBRARY

Debora Bloomquist, CADL Board Chairperson

Date Signed: _____

DeYeya Jones, CADL Board Secretary

Date Signed: _____

Approved as to form only:

V.P. Spagnuolo
Vincent P. Spagnuolo, Attorney

Date Signed: 12.27.2019

Approved as to form only:

Certification as to availability of funds:

, City Attorney

City Controller

Account #: _____

#3

South Lansing

RECEIVED BY
PARKS & RECREATION

MAR 21 2006

**AGREEMENT BETWEEN
CITY OF LANSING
AND
CAPITAL AREA DISTRICT LIBRARY BOARD**

THIS AGREEMENT ENTERED INTO, as of this 22 day of MARCH,
by and between the City of Lansing, Michigan, hereinafter referred to as the "CITY" and Capital Area
District Library Board, hereinafter referred to as the "CADL";

WITNESS THAT:

WHEREAS, the parties herein recognize that CADL has available certain library services and
that the City wishes to utilize those services for the benefit of Lansing residents; and

WHEREAS, the City and CADL, in their desire to evidence by this Agreement their mutual
obligations, covenants hereinafter set forth, agree as follows:

SECTION 1--MUTUAL PROVISIONS

- 1.01 General Statement of Intent. In the manner and for the term as more
specifically provided for in this Agreement and for the parties' mutual benefit,
the City shall provide the space to CADL to establish and operate a library
within the jurisdictional boundaries of the City for the benefit of the residents
of the City.
- 1.02 Location. The South Lansing Library, hereinafter referred to as the "South
Library", located at 3500 S. Cedar, Suite 108, Lansing, Michigan.
- 1.03 Retention of CADL. The CITY agrees to engage CADL, and CADL agrees
to perform, those services as set forth under "Scope of Services" in this
Agreement.
- 1.04 Performance and Interpretation of Obligation. CADL and the CITY shall
perform their respective obligations hereunder in accordance with the
provisions of this Agreement.
- 1.05 Term of Agreement. This Agreement shall commence on the date executed
and signed by all of the authorized representatives of both parties and shall
continue until July 31, 2009 unless the CADL millage does not pass. In that
event, the termination date of this Agreement would be December 31, 2006.
Either party may elect not to renew this Agreement by giving at least ninety
(90) days written notice to the other party before the expiration of this
Agreement; however, if neither party provides such notice, this Agreement
shall automatically be renewed for another three (3) years.

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- 1.06 Performance Review, Coordination and Modification. During the Term of this Agreement, representatives of the CITY and CADL shall meet at mutually agreeable times, in order to discuss any problems arising related to the performance of any obligations hereunder. Significant deviations from the obligations of CADL hereunder shall be subject to approval of the CITY.
- 1.07 Change of Circumstances. In the event of any change in circumstances during the Term of this Agreement, including but not limited to changes in the Lease Agreement, dated May 24, 2004, between the City and DTN Management Co, as agent for the Everett Plaza Associates, the parties shall negotiate in good faith appropriate revisions to this Agreement. Such changes, including any increase or decrease in the amount of hours the South Library is to remain open, which are mutually agreed upon by and between the CITY and CADL, shall be incorporated in written amendments to this Agreement.

SECTION 2 - SCOPE OF SERVICES FOR THE CITY

The SCOPE OF SERVICES for the performance of the City's obligations hereunder shall include those services referenced in Section 1 hereof, and, shall further include the following:

- 2.01 CITY Responsibilities. In the course of the performance of this Agreement, the CITY, at its sole expense, shall:
1. Provide quarters for the South Library which meet all federal, state; and local laws, ordinances, regulations, and codes including handicapper accessibility;
 2. Furnish quarters for the South Library that are clean, painted and in good repair;
 3. Ensure that the buildings and associated plumbing, electrical, heating, and air-conditioning systems are in good working order; and
 4. Ensure that the exterior of the building, including landscape maintenance and snow removal are maintained.
- 2.02 City Charter. Nothing contained in this Agreement shall impair or prejudice any rights or authority otherwise accruing to the City Council of the CITY or the Mayor of the CITY by virtue of the provisions of the Charter of the CITY of Lansing.

SECTION 3 - SCOPE OF SERVICES FOR CADL

The SCOPE OF SERVICES for the performance of CADL's obligations hereunder shall include those services referenced in Section 1 hereof, and, shall further include the following:

- 3.01 Hours of Operation. The South Library shall remain open to the public at least 49 hours per week, excluding holidays. The times in which the South Library will open shall be determined exclusively by CADL.
- 3.02 Library Materials. CADL shall provide a collection of books and other library materials for the South Library, all of which shall remain the permanent property of CADL. It shall be CADL's exclusive responsibility to select, order, catalog, process, and discard books and other materials for the South Library.
- 3.03 Personnel. CADL shall secure at its own expense, a Head Librarian and any additional staff which CADL believes that the above-mentioned South Library require. In performing these obligations under this Agreement, CADL shall be solely responsible for selecting, appointing, supervising, and paying the South Library's staff.
- 3.04 Tax Obligations, Employee Benefits and Liabilities. CADL shall be responsible for compliance with applicable state, local and municipal income, as well as, other taxes and charges, such as Worker's Compensation, State and/or Federal Unemployment Taxes or insurance coverage and general liability coverage against losses or injury arising out of the activities of any employee or other personnel working under the control or supervision of CADL.
- 3.05 Insurance. CADL shall comply with all Federal, State and City laws and ordinances applicable to the services rendered under this Agreement.
- CADL shall comply with the Worker's Compensation Law of the State of Michigan and shall carry at least the following minimum amounts of insurance.
- CADL will be responsible for providing one or more certificates of insurance to the CITY which prove the firm has not less than \$500,000 coverage for Personal Liability and Property Damage and proof of Worker's Compensation insurance. The Personal Liability and Property Damage certificate shall name the CITY as an additional insured party and shall carry a twenty (20) day Notice of Cancellation. Proof of Insurance, as stipulated above, shall be provided to the CITY within ten (10) working days after the execution of this Agreement by the CITY.
- 3.06 Policies, Rules, and Regulations for the South Library. CADL shall have exclusive responsibility to establish policies, rules, and regulations governing the South Library. CADL shall provide the City with copies of proposed

policies, rules, and regulations, which may be applicable to the operation of the South Library, and with a financial report for the six month periods ending June 30th and December 31st each year.

- 3.07 Utilities. CADL shall pay for separately metered gas, electricity, water, and sewer services directly. CADL shall also be responsible for all customary custodial maintenance and trash removal on a daily basis.

CADL shall also be responsible for the costs of installing telephone lines, computer cables, and any other changes to the electrical system needed for additional equipment. Any changes to the building shall only be made with prior written approval of the City and at the sole expense of CADL.

- 3.08 Property. Property owned by CADL and placed in the South Library shall remain the permanent property of CADL. Further, CADL shall be responsible for all repairs and replacement of this property.

SECTION 4 - GENERAL PROVISIONS

- 4.01 Compliance with Applicable Law. In the performance of their respective obligations hereunder, CITY and CADL shall comply with all applicable statutes, laws, ordinances, administrative regulations or rules and the provisions of any permit, license or governmental approval pertaining to the subject of this Agreement. If in the event an administrative, governmental or judicial termination or suspension of a permit, license or approval necessary for the performance of such obligations contained within this agreement occurs, then this Agreement shall be suspended for a period coterminous with the period during which such permit, license or approval is suspended. Such termination or suspension shall not constitute a default hereunder.
- 4.02 Equal Employment Opportunity. In the performance of its obligations hereunder, CADL shall comply with all federal, state and local laws (including, but without limitation, City of Lansing Ordinance Section 206.21) the purposes of which are to ensure that employees and applicants for employment are not discriminated against on any illegal basis, including race, color, religion, sex or national origin.
- 4.03 Assignments. CADL shall not assign any interest in this Agreement and shall not transfer any interest in the same (where by assignment or novation), without the prior written consent of the CITY.
- 4.04 Indemnification. CADL shall be solely responsible for and shall indemnify, defend and hold harmless the City, its elected officials, agents, officers and employees from and against any and all claims, suits damages and losses, specifically including, but not limited to those for loss of use of property, for

damage to any property, real or personal, for injury to or death of any person including but not limited to employees and officers of the CITY and for all other liabilities whatsoever including related expenses and actual attorney fees in any way sustained or alleged to have been sustained, directly or indirectly, by reasons of or in connection with:

1. The negligent performance of the work by or any other activities of CADL its employees or agents or officers including but not limited to the use of any equipment or material furnished by CADL.
 2. The presence of CADL, its employees, agents or officers on the premises of the CITY, whether such claims, suits, damages, losses and liabilities are based upon or result in whole or in part from the active or passive negligence of the CITY, its elected officials, employees, agents, or officers or the CITY'S strict liability in tort, breach of warranty, breach of contract, duty to indemnify or any other basis whatsoever, whereby the CITY might be held liable; provided however, that the foregoing shall not be construed to be an agreement to indemnify the CITY against liability for damages caused by or resulting from the sole negligence of the CITY, its agents, employees or officials, under circumstances whereby said Agreement would be in violation of the Michigan Public Act 1966 No. 165, Section 1 (MCLA Section 691.991) if applicable. This provision shall extend beyond the term of this Agreement.
1. Any tax, charge or claim arising out of any negligent errors, acts or omissions of any employee, agent or other person acting under the supervision or direction of CADL or otherwise performing services on behalf of CADL under this agreement.
 2. Each party shall procure and pay the premium on and keep and maintain during the term of this Agreement adequate personal injury and property damage insurance covering injuries, death and property damage arising out of their respective duties and obligations under this Agreement.

4.05

Mutuality, Integration, Modification and Binding Effect. Upon execution of this Agreement by both parties, this Agreement shall be deemed mutually drafted. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. No modification or revision of this Agreement shall be valid unless reduced to writing and executed by an authorized representative of each party. Except as otherwise provided herein, if any portion of this Agreement is determined to be unenforceable by a Court having jurisdiction, then the remaining portions shall remain in force and

effect.

4.06 Severability of Provisions. Except as otherwise provided herein, if any clauses, sections, provisions, or parts of this Agreement are held invalid, or if any portion of any clauses, sections, provisions, or parts of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, if such reminder of this Agreement would then continue to conform to the terms and requirements of applicable law.

4.07 Effective Date. This Agreement shall become effective on the date on which it is signed by all the authorized representatives of both parties.

4.08 Failure or Delay. No failure or delay on the part of either party to this Agreement in exercising any right, power, or privilege shall operate as a waiver, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercises of any other right, power or privilege.

4.09 Notice. All notices, request and approvals under this Agreement shall be sufficiently delivered if sent by certified mail to the following addresses of the parties, or such other address as may be designated from time to time in writing to the other party.

City: CITY OF LANSING
c/o: City Clerk's Office
Attention: City Clerk
City Hall, 9th Floor
124 W. Michigan Avenue
Lansing, MI 48933

CADL: Capital Area District Library
c/o: Susan Hill, Director of CADL
Lansing Library
401 South Capitol Avenue
Lansing, MI 48933

4.10 Ambiguity. If this Agreement or any of its terms and conditions are determined to be ambiguous, this Agreement and all its terms and conditions shall be considered as if drafted by both parties.

4.11 Authorized Signatures. The persons signing on behalf of the parties certify by their signatures that they are authorized to sign this Agreement on behalf of the parties and that this Agreement has been authorized by the parties.

WITNESSING THIS DOCUMENT, the authorized representatives of the parties have

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signed this Agreement on the day and year written.

CAPITAL AREA DISTRICT LIBRARY

Quenda Story
Quenda Story, Board Chairperson

Date Signed: _____

Alma Staton
Alma Staton, Board Secretary

Date Signed: 3/8/06

CITY OF LANSING

Virg Bernero
Virg Bernero - Mayor

Date Signed: 3/22/06

Chris Swope
Chris Swope - City Clerk

Date Signed: 5/5/06

Murdock Jemerson
Murdock Jemerson, Director
Parks and Recreation Dept.
Date Signed: 4-10-06

APPROVED AS TO FORM:

Vincent P. Spagnuolo
CADL - Attorney

Date Signed: 3/8/06

APPROVED AS TO FORM:

John M. Roberts Jr.
John M. Roberts Jr. - Interim City Attorney

Date Signed: 4/12/06

CERTIFICATION OF FUNDS

Jerry Ambrose
Jerry Ambrose - Finance Director

Account# N/A

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID V# CAPIT11	DATE (MM/DD/YYYY) 03/22/06
PRODUCER LYMAN & SHEETS INSURANCE 2213 East Grand River P.O. Box 15127 Lansing MI 48901 Phone: 517-482-2211 Fax: 517-371-4881		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Capital Area District Library Mr. Pat Taylor 401 S Capital Ave Lansing MI 48933		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Indiana Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	CBP8063817	08/18/05	08/18/06	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA8062317-	08/18/05	08/18/06	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	CU8064417	08/18/05	08/18/06	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
A		WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC8062217	08/18/05	08/18/06	<input checked="" type="checkbox"/> WC STAFF-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500000 E.L. DISEASE - EA EMPLOYEE \$500000 E.L. DISEASE - POLICY LIMIT \$500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Lansing is named as additional insured with respects to general liability. Re: Lease Agreement.

APPROVED AS TO FORM ONLY

Carol Monroe
CITY ATTORNEY

CERTIFICATE HOLDER

City of Lansing Parks & Recreation 124 W Michigan Ave City Hall Lansing MI 48933	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Carol Monroe</i>
--	--

ACORD 25 (2001/08)

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CAPITAL AREA DISTRICT LIBRARY

LIBRARY AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January 1998, by and between the CAPITAL AREA DISTRICT LIBRARY BOARD, "CADL" AND the City of Williamston, "Municipality".

THE PARTIES RECOGNIZE THAT CADL has available certain library services and that the Municipality wishes to utilize those library services for the benefit of its residents.

THE PARTIES AGREE, as follows:

FIRST: A library shall be established and operated by the CADL within the territorial limits of the Municipality which shall be know as the Williamston Library, the "Community Library".

SECOND: CADL shall provide the Community Library with a Head Librarian and any additional staff which CADL believes the Community Library requires. CADL shall be solely responsible for selecting, appointing, supervising, and paying the Community Library's staff.

THIRD: The Community Library shall be open to the public at least 41 hours per week, excluding holidays. The times that the library is open shall be determined exclusively by the CADL.

FOURTH: CADL shall provide a collection of books and other materials for the Community Library, all of which shall remain the permanent property of CADL. It shall be CADL's exclusive responsibility to select, order, catalog, process, and discard books and other materials for the Community Library

FIFTH: It shall be CADL's exclusive responsibility to establish policies, rules, and regulations governing the Community Library. CADL shall provide the Municipality with copies of proposed policies, rules, and regulations which might be applicable to the operation of the Community Library. CADL shall provide the Municipality with a financial report for the six month period ending June 30th and December 31st each year.

SIXTH: The Municipality, at its sole expense, shall provide quarters, suitable to CADL, for the Community Library, on the ground floor of a building, which meets all federal, state, and local laws, ordinances, regulations, and codes, including handicapper accessibility. The Municipality shall be responsible for maintaining the building and its associated plumbing, electrical, heating, and air-conditioning systems in good working order. The Municipality shall also maintain the exterior of the building including landscape maintenance and snow removal.

SEVENTH: CADL shall be responsible for the Community Library's utilities including telephone, gas, electricity, water, and sewer, and trash removal. CADL shall also be responsible for customary custodial maintenance. CADL shall either pay for these separately metered services directly or reimburse the Municipality for these services using a formula that is agreeable to both parties. CADL shall be responsible for the costs of installing telephone lines, computer cables, and for any changes to the electrical system needed for additional equipment. Any changes to the building shall be approved in advance by the Municipality.

EIGHTH: The Municipality shall retain ownership of all Community Library furniture and equipment that it currently owns and shall maintain that furniture and equipment for Community Library use. An inventory of furniture and equipment owned by the Municipality is attached to this contract. The Municipality shall be responsible for repair and replacement of this furniture. Property owned by CADL and placed in the Community Library shall remain the permanent property of CADL.

NINTH: The Municipality shall, at its own expense, protect, defend, indemnify and save harmless the CADL Board, CADL, and their employees, and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, loss or damage to CADL's property incurred as a direct or indirect result of any activities, omissions, errors or negligence of the Municipality or its agents and employees.

The Municipality's indemnification responsibilities under this section shall include damages, costs and expenses in excess of those paid out on behalf of or reimbursed to the CADL Board, CADL, and their employees, and agents by the insurance coverage maintained by the Municipality pursuant to the requirements of this agreement.

TENTH: Each party shall procure and pay the premium on and keep and maintain during the term of this Agreement adequate personal injury and property damage insurance covering injuries, death and property damage arising out of their respective duties and obligations under this Agreement.

ELEVENTH: The Municipality shall assume the sole responsibility for the risk of loss to its property during the terms of this agreement.

TWELFTH: This Agreement shall become effective on the date on which it is signed by all the authorized representatives of both parties and remain in effect until terminated by either or both parties.

THIRTEENTH: Either party may terminate this Agreement by giving at least ninety (90) days written notice to the other party.

FOURTEENTH: No failure or delay on the part of either party to this Agreement in exercising any right, power, or privilege shall operate as a waiver, nor shall a single or

partial exercise of any right, power, or privilege preclude any other or further exercises of any other right, power or privilege.

FIFTEENTH: Modifications, amendments, or waivers of any provision of this Agreement shall be effective only by the written mutual consent of the parties.

SIXTEENTH: If any provision of this Agreement is determined to be invalid, the remainder of this Agreement shall not be affected, except where the invalidity of a provision would result in the illegality or unenforceability of this Agreement.

SEVENTEENTH: The persons signing on behalf of the parties certify by their signatures that they are authorized to sign this Agreement on behalf of the parties and that this Agreement has been authorized by the parties.

WITNESSING THIS DOCUMENT, the authorized representatives of the parties have signed this Agreement on the day and year above written.

WITNESSED:

Susan J. Hill 5-6-98
Date

CAPITAL AREA DISTRICT LIBRARY

By: L. Robert McConnell

Name: L. Robert McConnell

Title: Chairperson

Susan J. Hill 5/6/98
Date

By: Kathryn A. Peyton

Name: Kathryn A. Peyton

Title: Secretary, CADL

Alan M. Dolley 4/28/98
Date
Alan M. Dolley
Clerk/Treasurer

MUNICIPALITY

By: Dale R. Soumis

Name: Dale R Soumis

Title: City Manager

Date

By: _____

Name: _____

Title: _____

CAPITAL AREA DISTRICT LIBRARY

LIBRARY AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January 1998, by and between the CAPITAL AREA DISTRICT LIBRARY, "CADL" AND MERIDIAN TOWNSHIP, "Municipality".

THE PARTIES RECOGNIZE THAT CADL has available certain library services and that the Municipality wishes to utilize those library services for the benefit of its residents.

THE PARTIES AGREE, as follows:

FIRST: Two libraries shall be established and operated by the CADL within the territorial limits of the Municipality which shall be know as the Haslett Library and the Okemos Library, the "Community Libraries".

SECOND: CADL shall provide each Community Library with a Head Librarian and any additional staff which CADL believes the Community Library requires. CADL shall be solely responsible for selecting, appointing, supervising, and paying the Community Library's staff, all of whom shall be employees of CADL and not of the Municipality.

THIRD: Each Community Library shall be open to the public at least 57 hours per week, excluding holidays. The times that the library is open shall be determined exclusively by the CADL, after reasonable consultation with the Municipality.

FOURTH: CADL shall provide a collection of books and other materials for each Community Library, all of which shall remain the permanent property of CADL. It shall be CADL's exclusive responsibility to select, order, catalog, process, and discard books and other materials for the Community Library

FIFTH: It shall be CADL's exclusive responsibility to establish policies, rules, and regulations governing the Community Libraries subject to the policies, rules and regulation of the Municipality for the building. CADL shall provide the Municipality with copies of proposed policies, rules, and regulations which might be applicable to the operation of the Community Library. CADL shall provide the Municipality with a financial report for the six month period ending June 30th and December 31st each year.

SIXTH: The Municipality, at its sole expense, shall provide quarters, suitable to CADL, for each Community Library, on the ground floor of a building selected by the Municipality, which meets all federal, state, and local laws, ordinances, regulations, and codes, including handicapper accessibility. The Municipality shall be responsible for maintaining the buildings and their associated plumbing, electrical, heating, and air-conditioning systems in good working order. The Municipality shall also maintain the

exterior of the buildings including landscape maintenance and snow removal. CADL shall be responsible for any damage to the building caused by its employees or agents.

SEVENTH: CADL shall be responsible for the Community Library's utilities including cable television, telephone, gas, electricity, water, and sewer, and trash removal. CADL shall also be responsible for customary custodial maintenance. CADL shall either pay for these separately metered services directly or reimburse the Municipality for these services using a formula that is agreeable to both parties. CADL shall be responsible for the costs of installing cable television, telephone lines, computer cables, and for any changes to the electrical system needed for additional equipment. Any changes to the buildings shall be approved in advance by the Municipality.

EIGHTH: The Municipality shall retain ownership of all Community Library furniture and equipment that it currently owns and shall maintain that furniture and equipment for Community Library use. An inventory of furniture and equipment owned by the Municipality is attached to this Agreement. The Municipality shall be responsible for repair and replacement of this furniture unless this repair or replacement is required because of damage, excluding reasonable wear and tear, caused by CADL, its employees, or agents. Property owned by CADL and placed in the Community Library shall remain the permanent property of CADL and shall be promptly removed by CADL upon termination of this Agreement.

NINTH: The Municipality shall, at its own expense, protect, defend, indemnify and save harmless the CADL Board, CADL, and their employees, and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, loss or damage to CADL's property incurred as a direct or indirect result of any activities, omissions, errors or negligence of the Municipality or its agents and employees.

The Municipality's indemnification responsibilities under this section shall include damages, costs and expenses in excess of those paid out on behalf of or reimbursed to the CADL Board, CADL, and their employees, and agents by the insurance coverage maintained by the Municipality pursuant to the requirements of this Agreement.

CADL shall, at its own expense, protect, defend, indemnify and save harmless the Municipality, its employees, and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, loss or damage to the Municipality's property incurred as a direct or indirect result of any activities, omissions, errors or negligence of CADL, its agents and employees.

CADL's indemnification responsibilities under this section shall include damages, costs and expenses in excess of those paid out on behalf of or reimbursed to the Municipality, its employees, and agents by the insurance coverage maintained by CADL pursuant to the requirements of this Agreement.

TENTH: Each party shall procure and pay the premium on and keep and maintain during the term of this Agreement adequate personal injury and property damage insurance covering injuries, death and property damage arising out of their respective duties and obligations under this Agreement. Each party shall provide the other with a certificate of insurance evidencing this insurance coverage.

ELEVENTH: Except as otherwise provided in this Agreement, each party shall assume the sole responsibility for the risk of loss to its property during the terms of this Agreement.

TWELFTH: This Agreement shall become effective on the date on which it is signed by all the authorized representatives of both parties and remain in effect until terminated by either or both parties.

THIRTEENTH: Either party may terminate this Agreement by giving at least ninety (90) days written notice to the other party.

FOURTEENTH: No failure or delay on the part of either party to this Agreement in exercising any right, power, or privilege shall operate as a waiver, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercises of any other right, power or privilege.

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WITNESSING THIS DOCUMENT, the authorized representatives of the parties have signed this Agreement on the day and year above written.

WITNESSED:

CAPITAL AREA DISTRICT LIBRARY

Susan J. Huel 2-4-98
Date

By: L. Robert McConnell

Name: L. Robert McConnell

Title: Chairperson

Susan J. Huel 2-4-98
Date

By: Monte Shuck

Name: Monte Shuck

Title: Secretary

TOWNSHIP OF MERIDIAN

Sharon L. Goch 6-19-98
Date

By: Bruce A. Little

Name: Bruce A. Little

Title: Supervisor

Tina M. Burris 6-10-98
Date

By: Mary M. G. Helmbrecht

Name: Mary M. G. Helmbrecht

Title: Clerk

■ *Haslett Library Inventory* ■

12	<i>tables</i>
62	<i>chairs</i>
1	<i>service desk</i>
5	<i>file cabinets</i>
2	<i>desks</i>
1	<i>cassette tape storage unit</i>
1	<i>three section storage unit</i>
1	<i>sink and two kitchen countertops</i>
53	<i>single sided book shelves</i>
20	<i>double sided book shelves</i>
6	<i>kitchen cupboards</i>
4	<i>double sided book racks</i>
2	<i>fire extinguishers</i>
1	<i>wall heater</i>
4	<i>wooden book shelves</i>
1	<i>wooden cubical storage rack</i>
1	<i>water heater</i>
1	<i>furnace</i>
1	<i>air conditioner</i>
1	<i>ladder</i>
1	<i>vacuum cleaner</i>
1	<i>mop and bucket</i>
3	<i>wood wall shelves in utility room</i>
4	<i>brooms</i>
1	<i>buffer</i>
1	<i>toilet plunger</i>
1	<i>dust pan</i>
1	<i>coat rack</i>
3	<i>paper towel dispensers</i>
9	<i>trash cans</i>
1	<i>picnic table</i>
2	<i>sinks and toilets</i>
1	<i>bike rack</i>
11	<i>book shelves on brackets</i>
1	<i>wall clock</i>
1	<i>wall coat rack and shelf combo</i>
1	<i>alarm system</i>
1	<i>flag & pole</i>

■ *Okemos Library Inventory* ■

4 *file cabinets*
20 *chairs*
1 *chair cart*
19 *tables*
1 *display case*
4 *wood magazine racks*
2 *metal magazine racks*
5 *trash cans*
1 *service cart*
168' *of wall mounted book shelves*
6 *double sided wood book shelves*
2 *file cabinets*
1 *roof mounted air conditioner*
7 *one sided wood book shelves*
1 *triangular book shelf*
1 *counter top*
17 *bracketed wall mounted book shelves*
1 *10' step ladder*
1 *4' shelf near service desk*
1 *wood cassette rack*
1 *wood c.d. rack*
1 *vacuum cleaner*
1 *misc. janitorial supplies*
1 *bike rack*
2 *wall clocks*



DELHI CHARTER TOWNSHIP

2074 AURELIUS ROAD
PHONE: (517) 694-2136

HOLT, MICHIGAN 48842-6320
FAX: (517) 694-1289

May 22, 1998

Susan J. Hill, Director
Capital Area District Library
706 Curtis Street

Dear Ms. Hill:

Enclosed are both copies of the Contract Agreement. I noticed that the date of signing, the witness and the second signature have not been filled in by the Capital Area District Library. When the agreements are complete, please send us a copy .

In Paragraph Eighth, there is reference to inventory being enclosed. We are still waiting for an inventory list to come from Allied Distributors. As soon as we receive it, we will forward the library inventory on to you to be attached to the contract.

Thank you!

Inge M. Kyler
Assistant to the Township Manager

encl

CAPITAL AREA DISTRICT LIBRARY

LIBRARY AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January 1998, by and between the CAPITAL AREA DISTRICT LIBRARY BOARD, "CADL" AND DELHI CHARTER TOWNSHIP, "Municipality".

THE PARTIES RECOGNIZE THAT CADL has available certain library services and that the Municipality wishes to utilize those library services for the benefit of its residents.

THE PARTIES AGREE, as follows:

FIRST: A library shall be established and operated by the CADL within the territorial limits of the Municipality which shall be know as the Holt-Delhi Library, the "Community Library".

SECOND: CADL shall provide the Community Library with a Head Librarian and any additional staff which CADL believes the Community Library requires. CADL shall be solely responsible for selecting, appointing, supervising, and paying the Community Library's staff.

THIRD: The Community Library shall be open to the public at least 49 hours per week, excluding holidays. The times that the library is open shall be determined exclusively by the CADL.

FOURTH: CADL shall provide a collection of books and other materials for the Community Library, all of which shall remain the permanent property of CADL. It shall be CADL's exclusive responsibility to select, order, catalog, process, and discard books and other materials for the Community Library

FIFTH: It shall be CADL's exclusive responsibility to establish policies, rules, and regulations governing the Community Library. CADL shall provide the Municipality with copies of proposed policies, rules, and regulations which might be applicable to the operation of the Community Library. CADL shall provide the Municipality with a financial report for the six month period ending June 30th and December 31st each year.

SIXTH: The Municipality, at its sole expense, shall provide quarters, suitable to CADL, for the Community Library, on the ground floor of a building, which meets all federal, state, and local laws, ordinances, regulations, and codes, including handicapper accessibility. The Municipality shall be responsible for maintaining the building and its associated plumbing, electrical, heating, and air-conditioning systems in good working order. The Municipality shall also maintain the exterior of the building including landscape maintenance and snow removal.

SEVENTH: CADL shall be responsible for the Community Library's utilities including telephone, gas, electricity, water, and sewer, and trash removal. CADL shall also be responsible for customary custodial maintenance. CADL shall either pay for these separately metered services directly or reimburse the Municipality for these services using a formula that is agreeable to both parties. CADL shall be responsible for the costs of installing telephone lines, computer cables, and for any changes to the electrical system needed for additional equipment. Any changes to the building shall be approved in advance by the Municipality.

EIGHTH: The Municipality shall retain ownership of all Community Library furniture and equipment that it currently owns and shall maintain that furniture and equipment for Community Library use. An inventory of furniture and equipment owned by the Municipality is attached to this contract. The Municipality shall be responsible for repair and replacement of this furniture. Property owned by CADL and placed in the Community Library shall remain the permanent property of CADL.

NINTH: The Municipality shall, at its own expense, protect, defend, indemnify and save harmless the CADL Board, CADL, and their employees, and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, loss or damage to CADL's property incurred as a direct or indirect result of any activities, omissions, errors or negligence of the Municipality or its agents and employees.

The Municipality's indemnification responsibilities under this section shall include damages, costs and expenses in excess of those paid out on behalf of or reimbursed to the CADL Board, CADL, and their employees, and agents by the insurance coverage maintained by the Municipality pursuant to the requirements of this agreement.

TENTH: Each party shall procure and pay the premium on and keep and maintain during the term of this Agreement adequate personal injury and property damage insurance covering injuries, death and property damage arising out of their respective duties and obligations under this Agreement.

ELEVENTH: The Municipality shall assume the sole responsibility for the risk of loss to its property during the terms of this agreement.

TWELFTH: This Agreement shall become effective on the date on which it is signed by all the authorized representatives of both parties and remain in effect until terminated by either or both parties.

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WITNESSING THIS DOCUMENT, the authorized representatives of the parties have signed this Agreement on the day and year above written.

WITNESSED:

CAPITAL AREA DISTRICT LIBRARY

Susan J. Hill

4-15-98
Date

By:

L. Robert McConnell
Name: L. Robert McConnell

Title: Chairperson

Susan J. Hill

4-15-98
Date

By:

Monte Shuck
Name: Monte Shuck

Title: Secretary

DELHI CHARTER TOWNSHIP

Dym Gj

5-18-98
Date

By:

Harry R. Ammon
Name: Harry R. Ammon

Title: Supervisor

Barbara Prater

5/22/98
Date

By:

Virginia Farr
Name: Virginia Farr

Title: Clerk

CAPITAL AREA DISTRICT LIBRARY

LIBRARY AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 1997, by and between the CAPITAL AREA DISTRICT LIBRARY BOARD, "CADL" AND the CITY OF LESLIE, "Municipality".

THE PARTIES RECOGNIZE THAT CADL has available certain library services and that the Municipality wishes to utilize those library services for the benefit of its residents.

THE PARTIES AGREE, as follows:

FIRST: A library shall be established and operated by the CADL within the territorial limits of the Municipality which shall be know as the Leslie Community Library, the "Community Library".

SECOND: CADL shall provide the Community Library with a Head Librarian and any additional staff which CADL believes the Community Library requires. CADL shall be solely responsible for selecting, appointing, supervising, and paying the Community Library's staff.

THIRD: The Community Library shall be open to the public at least _____ hours per week, excluding holidays. The times that the library is open shall be determined exclusively by the CADL.

FOURTH: CADL shall provide a collection of books and other materials for the Community Library, all of which shall remain the permanent property of CADL. It shall be CADL's exclusive responsibility to select, order, catalog, process, and discard books and other materials for the Community Library

FIFTH: It shall be CADL's exclusive responsibility to establish policies, rules, and regulations governing the Community Library. CADL shall provide the Municipality with copies of proposed policies, rules, and regulations which might be applicable to the operation of the Community Library. CADL shall provide the Municipality with a financial report for the six month period ending June 30th and December 31st each year.

SIXTH: The Municipality, at its sole expense, shall provide quarters, suitable to CADL, for the Community Library, on the ground floor of a building, which meets all federal, state, and local laws, ordinances, regulations, and codes, including handicapper accessibility. The Municipality shall be responsible for maintaining the building and its associated plumbing, electrical, heating, and air-conditioning systems in good working order. The Municipality shall also maintain the exterior of the building including landscape maintenance and snow removal.

SEVENTH: CADL shall be responsible for the Community Library's utilities including telephone, gas, electricity, water, and sewer, and trash removal. CADL shall also be responsible for customary custodial maintenance. CADL shall either pay for these separately metered services directly or reimburse the Municipality for these services using a formula that is agreeable to both parties. CADL shall be responsible for the costs of installing telephone lines, computer cables, and for any changes to the electrical system needed for additional equipment. Any changes to the building shall be approved in advance by the Municipality.

EIGHTH: ~~The Municipality shall retain ownership of all Community Library furniture~~ and equipment that it currently owns and shall maintain that furniture and equipment for Community Library use. An inventory of furniture and equipment owned by the Municipality is attached to this contract. The Municipality shall be responsible for repair and replacement of this furniture. Property owned by CADL and placed in the Community Library shall remain the permanent property of CADL.

NINTH: The Municipality shall, at its own expense, protect, defend, indemnify and save harmless the CADL Board, CADL, and their employees, and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, loss or damage to CADL's property incurred as a direct or indirect result of any activities, omissions, errors or negligence of the Municipality or its agents and employees.

The Municipality's indemnification responsibilities under this section shall include damages, costs and expenses in excess of those paid out on behalf of or reimbursed to the CADL Board, CADL, and their employees, and agents by the insurance coverage maintained by the Municipality pursuant to the requirements of this agreement.

TENTH: Each party shall procure and pay the premium on and keep and maintain during the term of this Agreement adequate personal injury and property damage insurance covering injuries, death and property damage arising out of their respective duties and obligations under this Agreement.

ELEVENTH: The Municipality shall assume the sole responsibility for the risk of loss to its property during the terms of this agreement.

TWELFTH: This Agreement shall become effective on the date on which it is signed by all the authorized representatives of both parties and remain in effect until terminated by either or both parties.

THIRTEENTH: Either party may terminate this Agreement by giving at least ninety (90) days written notice to the other party.

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WITNESSING THIS DOCUMENT, the authorized representatives of the parties have signed this Agreement on the day and year above written.

WITNESSED:

CAPITAL AREA DISTRICT LIBRARY

Date

By: *L. Robert McConnell*

Name: L. Robert McConnell

Title: Chairperson

MUNICIPALITY

Patricia L. Christ
Patricia L. Christ

1-6-98
Date

By: *Peter C. Von Drak*

Name: Peter C. Von Drak

Title: Leslie City Manager

Patricia L. Christ
Patricia L. Christ

1-6-98
Date

By: *Vyrna Dotte Weideman*

Name: Vyrna Dotte Weideman

Title: Leslie City Clerk

CAPITAL AREA DISTRICT LIBRARY

LIBRARY AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of

_____, 1998, by and between the CAPITAL AREA DISTRICT

LIBRARY BOARD, "CADL" AND

Township of Stockbridge

"Municipality".

THE PARTIES RECOGNIZE THAT CADL has available certain library services and

that the Municipality wishes to utilize those library services for the benefit of its residents.

THE PARTIES AGREE, as follows:

FIRST: A library shall be established and operated by the CADL within the territorial limits of the Municipality which shall be know as the *Stockbridge* Community Library, the "Community Library".

SECOND: CADL shall provide the Community Library with a Head Librarian and any additional staff which CADL believes the Community Library requires. CADL shall be solely responsible for selecting, appointing, supervising, and paying the Community Library's staff.

THIRD: The Community Library shall be open to the public at least _____ hours per week, excluding holidays. The times that the library is open shall be determined exclusively by the CADL.

FOURTH: CADL shall provide a collection of books and other materials for the Community Library, all of which shall remain the permanent property of CADL. It shall be CADL's exclusive responsibility to select, order, catalog, process, and discard books and other materials for the Community Library

FIFTH: It shall be CADL's exclusive responsibility to establish policies, rules, and regulations governing the Community Library. CADL shall provide the Municipality with copies of proposed policies, rules, and regulations which might be applicable to the operation of the Community Library. CADL shall provide the Municipality with a financial report for the six month period ending June 30th and December 31st each year.

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WITNESSED:

CAPITAL AREA DISTRICT LIBRARY

By: *L. Robert McConnell*

Name: L. Robert McConnell

Title: Chairperson

MUNICIPALITY

Judith L. Fay

1-27-98
Date

By: *Township of Stockbridge*

Name: *Judith L. Fay*

Title: *Supervisor*

Mary Curtis

1/24/98
Date

By: *Township of Stockbridge*

Name: *Mary Curtis*

Title: *Treasurer*