

Resolution Number
2009-257

BE IT RESOLVED that the Municipal Council of the Borough of Ringwood hereby approves the Library Operations Agreement for a three-year term commencing August 1, 2009 through July 31, 2012.

WALTER J. DAVISON, MAYOR

I hereby certify that the above Resolution was adopted by the Municipal Council of the Borough of Ringwood at its Business Meeting of August 20, 2009.

KELLEY A. ROHDE, RMC
BOROUGH CLERK

Council Member	Motion	Second	Ayes	Nays	Abstain	Absent
Davison			X			
Anderson	X		X			
Conley			X			
Marsala		X	X			
Schaefer			X			
Speer						X
Taukus			X			

Reso book, Mgr, Dir PW

THIS AGREEMENT is made by and between the BOROUGH OF RINGWOOD, a municipal corporation of the State of New Jersey with offices at 60 Margaret King Avenue, Ringwood, New Jersey, hereinafter referred to as "Borough" and the LIBRARY ASSOCIATION OF RINGWOOD, INC., a non-profit corporation of the State of New Jersey with offices at 30 Cannici Drive, Ringwood, New Jersey, hereinafter referred to as "Association."

In consideration of the mutual covenants set forth herein, it is AGREED by and between the aforementioned parties as follows:

1. SERVICES PROVIDED: Association shall provide public library operations to the citizens of Ringwood, New Jersey at the public library building situated at 30 Cannici Drive, Ringwood, New Jersey.
2. TERM OF AGREEMENT: This agreement shall commence on August 1, 2009 for a three year term through July 31, 2012.
3. FINANCIAL AFFAIRS OF ASSOCIATION: Association shall keep and maintain financial records in accordance with recommendations of the Borough Auditor and such records shall be made available to the Borough for review and inspection. The Association Executive Board shall meet at least once a month, keep reasonable comprehensive minutes, approve all expenditures, and exercise all other fiscal responsibilities. Prior to November 1 of each year, the Association shall present a proposed budget for the following year to the Municipal Manager.
4. PAYMENT BY BOROUGH: The Municipal Council of the Borough of Ringwood shall cause to be paid to the Association for the operations provided in Paragraph 1 above such sums, as the Municipal Council, in its discretion, deems appropriate.
5. MEETINGS OF ASSOCIATION: All regularly scheduled meetings of the Association membership, Executive Board of Trustees or Friends of the Library shall be public upon at least seven (7) days notice to the Borough Manager.
6. EMPLOYEES OF ASSOCIATION: Association is an independent contractor and neither the employees of the Association nor its officers, trustees or members shall be deemed employees, officers or agents of the Borough of Ringwood.
7. OWNERSHIP OF PROPERTY: All property situated at the public library site, Cannici Drive, Ringwood, New Jersey, of whatsoever type or description, including, but not limited to, books, furnishings, furniture, equipment and fixtures shall be the property of the citizens of Ringwood, the title for which shall be held by the Borough of Ringwood. However, the right to the use and control of the library collection (including, but not limited to the books, videos, compact discs, software and other collections items) shall be held by the Association in trust for the citizens of Ringwood. All items purchased with private funds and donated to the Association shall be the property of the Association.
8. MAINTENANCE: Borough shall maintain the premises and make all necessary repairs, including, but not limited to, janitorial services, repair and replacement of lighting, electrical, plumbing and HVAC system, windows, doors, landscaping, snow-plowing and painting.
9. ALTERATIONS BY ASSOCIATION: No alterations, additions or improvements shall be done by Association without the written consent of Borough unless such alteration, addition, or improvement is a part of standard library operations.
10. ADMINISTRATION: All matters pertinent to the administration of the public library building and premises, except for public library operations, shall be under the jurisdiction of the Municipal Manager.
11. INSURANCE BY ASSOCIATION: Association shall maintain at its own cost and expense and keep in force general liability insurance, such insurance to be written by an insurance company or companies authorized to do business in New Jersey against death or personal injuries in or about the premises in the amount of at least \$1,000,000.00 against loss for death or injuries to one person and \$2,000,000.00 for loss for death or injuries to

more than one person, together with property damage insurance in an amount of at least \$150,000.00. The Borough shall be designated as an additional insured on the above policies. Certificates of insurance shall be submitted to the Borough on such insurance together with proof of payment of premium. Association shall also provide Workman's Compensation insurance for its employees.

IN WITNESS WHEREOF, the parties hereto have signed this agreement this _____ day of _____, 2009.

BOROUGH OF RINGWOOD

LIBRARY ASSOCIATION OF RINGWOOD, INC

Kelley A. Rohde, Borough Manager

Gerilyn Okin, President

Attest:

Susan Rohdieck, Deputy Borough Clerk

Secretary