

THIS AGREEMENT

1972 Budget
& Contract

Made and entered into this day of December, 1971,

by and between

BUFFALO AND ERIE COUNTY PUBLIC LIBRARY, a domestic
corporation, with head office in the City of Buffalo,
County of Erie, State of New York,

Party of the first part,

and

GRAND ISLAND MEMORIAL LIBRARY, an association
library of the Town of Grand Island,
County of Erie and State of New York,
hereinafter known as the "Public Library",

Party of the second part

W I T N E S S E T H

WHEREAS, the "Public Library" was granted ^{an absolute} ~~a provisional~~
charter by the Board of Regents of the State of New York on the 24th
day of October, 1969, and said "Public Library" having been duly
registered with the Board of Regents of the State of New York on the
6th day of February, 1948, and

WHEREAS, the "Public Library" is now furnishing library
privileges to the people of the County of Erie, New York, pursuant
to a contract with the Buffalo and Erie County Public Library dated
the 14th day of December, 1970, and

WHEREAS, the Buffalo and Erie County Public Library was organized pursuant to the provisions of Chapter 768 of the Laws of 1953 of the State of New York, and has received its charter from the Board of Regents of the State of New York and is authorized by the provisions of said Chapter 768 of the Laws of 1953 of the State of New York to enter into this contract with the "Public Library":

NOW, THEREFORE

For and in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

FIRST: The "Public Library" will furnish free library privileges to the people of the County of Erie during the term of this agreement.

SECOND: The books and pamphlets constituting the circulating and reference library of the "Public Library" shall be loaned in accordance with the rules and regulations of the Buffalo and Erie County Public Library in force from time to time, to any person holding a library card duly issued by the Buffalo and Erie County Public Library or any other library within the County of Erie, which, by contract with the Buffalo and Erie County Public Library, has agreed to furnish library privileges to the people of the County of Erie. A copy of

the existing rules and regulations will be delivered to the "Public Library" with this contract and whenever a change in said rules and regulations is made a copy of such change will be delivered to the "Public Library".

THIRD: The "Public Library" will cooperate with the Buffalo and Erie County Public Library by accepting for return, under such rules and regulations as may be promulgated by the Buffalo and Erie County Public Library, books issued by any library within the County of Erie which has, by agreement, contracted with said Buffalo and Erie County Public Library to furnish library privileges to the people of the County of Erie.

FOURTH: The "Public Library" will cooperate with the Buffalo and Erie County Public Library by accepting for return, under such rules and regulations as may be promulgated by the Buffalo and Erie County Public Library, books of said "Public Library" returned to any library within the County of Erie, which has, by agreement, contracted with said Buffalo and Erie County Public Library to furnish library privileges to the people of the County of Erie.

FIFTH: The Buffalo and Erie County Public Library shall furnish to the "Public Library" all books, pamphlets, periodicals, audio-visual and other library material as may be requisitioned from time to time during the contract period by the "Public Library" to the extent of the funds set forth in "Exhibit A" (Item 207, Books) and included in the budget of the Buffalo and Erie County Public Library

for such purpose. The Buffalo and Erie County Public Library shall furnish equipment requisitioned from time to time during the contract period by the "Public Library" to the extent of the funds set forth in "Exhibit A" (#200 items, except #207, Books) and included in the budget of the Buffalo and Erie County Public Library and as approved by the Buffalo and Erie County Public Library Director. The Buffalo and Erie County Public Library also shall furnish necessary supplies (such as office, janitorial and electrical supplies) requisitioned from time to time during the contract period by the "Public Library" and as permitted by the budget of the Buffalo and Erie County Public Library and as approved by the Buffalo and Erie County Public Library Director. All such purchases of books, pamphlets, magazines, library material and equipment of every nature and description whatsoever shall become the property of the County of Erie, provided, however, that the "Public Library" shall have the custody and use thereof so long as it shall continue to render public library service to the people of the County of Erie.

SIXTH: The printed books, pamphlets and other documents constituting the circulating and reference library of the "Public Library" shall be made available for use and distribution by the other libraries within the County of Erie, which, by agreement with said Buffalo and Erie County Public

Library, have contracted to furnish library privileges to the people of the County of Erie. The loan and use of the aforesaid books, pamphlets and other documents of the "Public Library" shall at all times be subject to its decisions, rules and regulations: and it may accept books from the aforesaid libraries on loan or otherwise to augment the various services it now renders to the public.

SEVENTH: The "Public Library" has submitted to the Buffalo and Erie County Public Library an itemized estimated budget in the form required by the Buffalo and Erie County Public Library and the Erie County Budget Director of the sum of money deemed necessary to meet the expenditures of the "Public Library" for the calendar year 1972. Such estimate submitted by the "Public Library" sets forth in detail all estimated income of said "Public Library" from all sources.

EIGHTH: The Buffalo and Erie County Public Library has examined the itemized estimated budget submitted by the "Public Library" as recited in Paragraph "Seventh" of this agreement, and has approved the same with modifications, and a summary of said budget is hereto annexed and made a part of this agreement and marked "Exhibit A".

NINTH: The Buffalo and Erie County Public Library shall pay or cause to be paid to the "Public Library" the sum of **FIFTY-THREE THOUSAND ONE HUNDRED SIXTY-NINE AND 89/100 DOLLARS (\$53,169.00)** in equal quarterly installments

in advance on January 1st, 1972, April 1st, 1972, July 1st, 1972 and October 1st, 1972 to be used for the express purpose set forth in the annexed budget summary (Exhibit A) for the year commencing January 1st, 1972 and ending December 31, 1972, as specified in budget items #110, Salaries, #111, Wages, and #400 Expenses, with the exception of #405.08, Retirement Contributions. It is mutually agreed by the parties hereto that payment by Erie County to the New York State Retirement Fund for the employees of the "Public Library" shall be deducted from the amount provided in the budget of the "Public Library" for such purposes (Item #405.08) in the attached budget.

TENTH: Income from endowment funds for the year 1972 may be expended by the "Public Library" for any purpose except salaries or wages, and if not so expended may be retained by the "Public Library".

ELEVENTH: All transfers of funds within the said budget of the "Public Library" shall be made only after obtaining the written approval of the Buffalo and Erie County Public Library.

TWELFTH: All unencumbered funds in the custody of the "Public Library" shall be returned to the County of Erie before January 15th of the year following the expiration of this contract.

THIRTEENTH: The Comptroller of the County of Erie and his deputies and the Director of the Buffalo and Erie County Public Library and his deputies shall at all times have access to the books, records and accounts of the "Public Library" for the purpose of examination and audit.

FOURTEENTH: The Buffalo and Erie County Public Library may survey the work of the "Public Library" and may make recommendations with respect to personnel, book collections, space and scope and character of its services to the public so that all libraries in the County of Erie will be coordinated, and duplication of services eliminated. The "Public Library" shall assist in making any such survey by furnishing necessary personnel and making available its records. No such recommendations, however, shall be enforceable unless accepted and acted upon by the Board of Trustees of the "Public Library".

FIFTEENTH: Before any vacant position listed in the "Public Library's" budget under #110, Salaries, shall be filled, said "Public Library" shall apply to the Director of the Buffalo and Erie County Public Library for authorization. The Director of the Buffalo and Erie County Public Library shall, if he deem it necessary, cause the nature of the position to be investigated and the "Public Library" if requested, shall provide a list of the duties of the position. The Director of the Buffalo and Erie County Public Library shall either grant or deny the request by a certificate in writing within ten days, provided, however, that in the event he denies the request, the "Public Library" may appeal to the Board of Trustees of the Buffalo and Erie County Public Library which may, after a hearing either grant or deny such request. All persons hereafter appointed to the staff of the "Public Library", or promoted to a higher grade, shall receive for the year covered by this contract the minimum salary of the grade to which appointment or promotion is made except as otherwise

provided by the Buffalo and Erie County Public Library. However, to the extent permitted by law and Civil Service Regulations, any employee of Buffalo and Erie County Public Library, or any library contracting with the Buffalo and Erie County Public Library, may transfer from one library to another in the same grade of position and shall receive the same salary paid by the former library, including any earned increments. Prior approval to such transfer shall be given in writing by both libraries concerned and notice thereof given to the Director of the Buffalo and Erie County Public Library. The salary ranges for all grades are attached to and made a part of this contract and marked "Exhibit A". The "Public Library" shall adhere to the salary scale contained in said "Exhibit A" unless permitted to depart therefrom by the Buffalo and Erie County Public Library. Within five days after the end of each pay period of the "Public Library" said library shall forward a copy of its payroll to the Director of the Buffalo and Erie County Public Library.

SIXTEENTH: The "Public Library" agrees that it is bound by all the terms and conditions of the current collective negotiations agreement between the Buffalo and Erie County Public Library and the Librarians Association.

SEVENTEENTH: It is mutually agreed by the parties hereto that the Buffalo and Erie County Public Library shall order, catalogue, classify, finish, bind and repair the books and periodicals for use by the "Public Library".

EIGHTEENTH: If the "Public Library" intends to request the Buffalo and Erie County Public Library to provide funds for equipment, book collections, and increased operating expenses for a new or expanded building, the "Public Library" shall consult with the Buffalo and Erie County Public Library concerning site, size, floor plans, design and equipment. Failure to receive prior approval in such matters shall relieve the Buffalo and Erie County Public Library from any financial obligations in the provision of equipment, library materials, and operational costs for said new or expanded "Public Library's" building.

NINETEENTH: This contract shall continue in force for the calendar year 1972.

THIS AGREEMENT is made and executed pursuant to a resolution of the Board of Trustees of the Buffalo and Erie County Public Library duly adopted on the 30th day of September, 1971, and pursuant to a resolution of the Board of Trustees of the "Public Library" duly adopted on the day of December, 1971.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized officers

and their corporate seals to be hereunto affixed the day and
year first above written.

BUFFALO AND ERIE COUNTY PUBLIC LIBRARY

by

Chairman of Board of Trustees
Party of First Part

by

President, Board of Trustees
Party of Second Part

(L.S.)