

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of October, 1977, by and between the Scott County Library Board, Scott County Courthouse, Shakopee, Minnesota, party of the first part and the City of Shakopee, a municipal subdivision located within the County of Scott, State of Minnesota, party of the second part,

WITNESSETH:

WHEREAS, first party, through its Board of County Commissioners, has voted to establish a county library system as authorized by Minnesota Statutes 375.33, and has previously appointed a county library board which is the managing and directing authority for said library system, and

WHEREAS, second party desires to maintain a branch of the county library system within the boundaries of the second party,

NOW THEREFORE, in consideration of the mutual covenants herein contained, and pursuant to the authority granted by Minnesota Statutes 471.59 known as the Minnesota Joint Powers Act, it is agreed by and between the parties hereto as follows:

1. That first party shall establish a branch of its library system within the corporate limits of second party in the building known as Shakopee Community Library located at 235 South Lewis Street, Shakopee; That first party shall provide the necessary books, personnel, furniture, shelving, equipment, audio-visual equipment and supplies as deemed necessary by first party, all of which shall be in such quantities or amounts as determined from time to time by the first party.

2. That said first party shall provide all necessary insurance coverage concerning the furnishings and material contained within said library building.

3. That the management and control of said branch library shall vest in first party.

4. That said second party shall provide space in the building for library purposes and shall at its own expense, provide all necessary utilities including air-conditioning and janitorial services and all other miscellaneous services to maintain the premises in a functional condition.

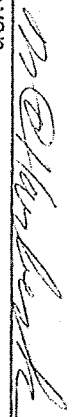
5. That said second party shall provide all necessary insurance coverage concerning the library building.

6. That this contract shall be binding upon each of the parties for a period of one (1) year commencing on the 25<sup>th</sup> day of OCTOBER, 1977, and shall renew itself annually upon the expiration of each term unless six (6)

months prior to the expiration thereof, either party has notified the other of its intent to cancel the contract, said notice to be in writing and addressed to the other party at its legal mailing address.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its appropriate officials the day and year first above written.

CITY OF Shelburne

By   
Mayor

By   
City Administrator

SCOTT COUNTY LIBRARY BOARD

By   
President

By   
Secretary