

Policies of the Albion Municipal Library and Heritage Center  
Section 1 – Library Governance

**Policy Section 1.2b Marshall County Agreement of Services Contract between existing Public Libraries**

WHEREAS, it is mutually desired by the parties hereto that the services of the six existing libraries of Marshall County, Iowa, to wit: Albion, Gilman, LeGrand, Marshalltown, Melbourne and State Center, be available to any resident of Marshall County living in these six towns and to all residents living outside of incorporated cities and towns.

NOW, THEREFORE, under authority granted the parties hereto under provisions of our local library ordinances and 358B.18 Sec. 1 of the Code of Iowa, this contract is entered into by and between the trustees of Albion, Gilman, LeGrand, Marshalltown, Melbourne, and State Center libraries hereinafter known and described as “The Libraries” as parties of the first part and Marshall County, Iowa, as party of the second part witnesseth:

That the libraries herein mentioned shall give service to any resident of Marshall County, Iowa, under the terms and regulations as are now enforced by the libraries or may hereafter be adopted by the libraries for the furnishing of books to the residents of the towns and cities of which libraries are located.

It is further agreed that the libraries entering into this agreement will make such arrangements as between themselves will most effectively carry into effect the mutual desire expressed above; that the library service be extended to not only the residents of any of the aforementioned communities but also the residents of Marshall County living outside of incorporated cities and towns.

It is further agreed that the libraries herein have been receiving funds from the cities and towns from which they are located for the operation of their facilities and for the carrying out of their services.

It is further agreed that said respective cities and towns shall contribute to the libraries herein an amount equivalent to or greater than the amount requested from the County Board of Supervisors. In the event that any said city or town would fail to pay an amount equivalent to or greater than the amount requested from the County this contract will be null and void without the necessity of any written notice being served upon any of the parties to this contract.

As compensation to the libraries for their service to the residents of Marshall County living outside of incorporated cities and towns, the County of Marshall will allocate funding annually.

It is further agreed between parties of the first part and party of the second part that an itemized request for necessary funds will be submitted to party of the second part each fiscal year prior to December 1.

It is further agreed that this contract may be by mutual consent of the parties hereto terminated on written notice given sixty days before the end of the calendar year in the year in which notice is given and said notice shall be served upon all the parties to this agreement. In the absence of said notice this contract shall continue from year to year as long as the parties here to comply with the foregoing provisions of this contract.

It is further understood and agreed that the parties hereto shall review this contract before the annual county organizational meeting of the first party in each year that this contract continues in force but in any event if no written notice is given this contract shall continue on the terms set forth above as long as the cities and towns of the respective libraries continue to pay sums of money equivalent to the amounts they have paid prior to the execution of this agreement.

Policies of the Albion Municipal Library and Heritage Center

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**Policy Section 1.2b Marshall County Agreement of Services Contract between existing Public Libraries, cont.**

IN WITNESS THEREOF the parties have hereunto affixed their signatures this 16<sup>th</sup> day of June, 1983.

Board of Supervisors: Marshall County

Joseph C. Ambrecht  
Richard C. Blahnik  
Virtus Brockmann

ATTEST: Marshall County Auditor

Sherrill Snider

Sent to each library: 6/23/83

Copy to Board of Supervisors: 6/23/83

Public Library, Albion, Iowa

Patty Tomlinson, President  
Doris Holroyd, Secretary

Public Library, Gilman, Iowa

Diana Mumm, President  
Pauline Ryan, Secretary

Public Library, LeGrand, Iowa

\_\_\_\_, President  
Cathy Naumann, Secretary

Public Library, Marshalltown, Iowa

R.A. Rathke, President  
George Hinshaw, Secretary

Public Library, Melbourne, Iowa

Mrs. Dorothy Harrison, President  
Larry Stone, Secretary

Public Library, State Center, Iowa

Joan Fisher, President  
\_\_\_\_, Secretary