

AGREEMENT

THIS AGREEMENT is made between the Town of Durham, a municipal corporation of the State of New Hampshire ("Town") and the University System of New Hampshire, a body corporate and politic of the State of New Hampshire ("UNH").

WHEREAS, UNH owns and operates and has extensive library facilities including the Dimond Library;

WHEREAS, the Town enjoys, contributes and maintains and has use of library materials in the Dimond Library;

WHEREAS, the Town and UNH entered into an agreement in 1906 to affiliate their library and library materials;

WHEREAS, the Town's and UNH's library needs have matured to the point that this agreement is no longer to the mutual benefit of the Town and UNH;

WHEREAS, the Town desires to have a more public oriented library and more accessible library services for town residents;

WHEREAS, UNH wishes to gain additional space for university library needs; and

WHEREAS, the Town and UNH each believe it is now appropriate and each believe substantial gains will be realized by both parties if the Town were to remove the Town's Public Library from the Dimond Library to a community library located off the UNH campus.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree:

1. The agreement which affiliated the Town and UNH libraries is void, canceled and non-enforceable. All rights, obligations, duties, claims and entitlements under the agreement are void, including but not limited to the following: financial contributions and or book/library donations from the Town to UNH, UNH's duty to account to the Town, and UNH's right to manage and administer the Town's library materials and resources.

2. UNH shall provide to the Town a total of Two Hundred Fifty Thousand Dollars (\$250,000.00) to aid in providing library services to Town of Durham residents. Payment will be made on the following terms:

- (a) \$100,000.00 upon the signing of this agreement; and
- (b) Three equal installments of \$50,000.00, the first to be paid contemporaneous with the execution of this agreement, the second on 1 July 1997, and the third on 1 July 1998.

3. UNH shall transfer all books located in the Children's and Browse Rooms in the Dimond Library to the Town's possession which the Town requests be transferred in writing, except certain volumes purchased by specific gift funds as identified in addendum A attached hereto. After the transfer, neither party shall have ownership claims or rights in the other's collection. UNH shall make available the card catalog for the Town's collection both in hard copy and in tape form.

4. UNH shall transfer all shelving and furniture located in the Children's and Browse Rooms in Dimond Library to the Town upon written request by the Town. UNH shall in addition provide a truck, and a driver, at its expense, for moving the Town's books, shelving, furniture and other materials from Dimond Library. The Town shall supply the labor required to execute the move.

5. UNH and the Town agree that each shall use its best efforts to intervene in any law suits brought against the other challenging the validity of the present agreement.

6. UNH shall provide to Durham residents, and teachers and students in the Oyster River School District full access to stacks, reference materials, non fee based computer services and book check-out services provided by Dimond Library. UNH agrees, acting in its proprietary capacity, that these services shall be provided free of charge to Durham residents, and students and teachers in the Oyster River School District perpetually, or for as long as such library services are provided by UNH. All UNH students residing in Durham shall have full access to the Town's Public Library. Other UNH students identified as having specific course-related needs for Durham's Public Library materials shall be identified by the UNH and shall be allowed access for the duration of the identified need. A book drop shall be provided at the Town Library for UNH books, and at Dimond Library for Town Library books. UNH shall provide van service for transfer of materials returned to book drops. Inter-library loan services shall be provided through normal channels available to all New Hampshire

public libraries. Consistent with applicable surplus property law and policy, UNH shall attempt to increase Durham Public Library access to Dimond Library excess property.

7. Town and UNH agree that the covenants contained herein are binding upon the parties and their successors and assigns.

8. The parties agree that if any provisions of this agreement, or portions of any provisions of this agreement shall be held invalid by a court of competent jurisdiction, the remainder of the agreement or the remainder of those portions of the agreement shall not be affected, provided that it is reasonably possible to separate the same from the invalid part or parts.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 10th day of December, 1996.

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

Town of Durham

By: [Signature]
William J. Gealy, Jr.
Chairman, Durham Town Council
Duly Authorized

By: [Signature]
Laurence Shaffer
Town Administrator
Duly Authorized

**University System of
New Hampshire**

By: [Signature]
Duly Authorized

By: [Signature]
Duly Authorized

**Bradford K. Perry
Vice Chancellor for Financial Affairs
and Treasurer**

ADDENDUM TO DURHAM-UNH LIBRARY AGREEMENT

The following is a listing of items presently in the Children's Room in Dimond Library which will remain in Dimond Library. These are reference volumes about children's literature, authors and illustrators.

- Something About the Author - this is a long series and the subscription for it would need to be taken on by the Public library if you wanted to keep it.
- Index to Fairy Tales
- Master Index to Summaries of Children's Books
- Illustrators of Children's Books (5 vols)
- Yesterday's Authors of Books for Children

The following items are part of the transfer between Dimond Library and Durham. However, Dimond Library staff have suggested that these may be better suited for retention by Dimond. The Town will decide whether to accept these or allow them to remain at UNH.

- Multiethnic Children's Literature
- Guide to Folktales in the English Language
- Index to Children's Plays in Collections
- The Best in Children's Books : The Univ. of Chicago Guide to Children's Literature, 1979-1984
- The Aging Adult in Children's Books & Nonprint Media
- A to Zoo
- The Storyteller's Sourcebook
- The Family Storytelling Handbook
- Who's Who of Children's Literature
- More Notes from a Different Drummer
- The Way of the Storyteller
- The Story Vine
- Storytelling Folklore Sourcebook
- Behind The Covers
- Index to Poetry for Children and Young Adults