

LIBRARY SERVICES AGREEMENT

This Agreement is made effective June 17, 2010, between the Branch District Library System (BDLS) and the Township of Union (the "Township") to provide for a Branch Library at Union City, Michigan.

WHEREAS, BDLS is a District Library organized and existing pursuant to Act 24 of the Public Acts of 1989; and

WHEREAS, BDLS and the Township are parties to an April 19, 1993 Library Services Agreement, governing the delivery of library services at physical facilities located at 221 North Broadway, Union City, Michigan; and

WHEREAS, the Township intends to build a new library facility on land located at 105 W. High Street, Union City, Michigan, and is desirous of BDLS commencing operation of the branch library at that location following completion of an appropriate library building at that site;

NOW, THEREFORE, the parties agree as follows:

1. The terms of the April 19, 1993 Library Services Agreement shall continue in force for the provision of library services at 221 North Broadway until the new facility is completed and approved for occupancy, together with the additional terms of this agreement specifying the obligations of the parties during construction of the new library facility.

2. The Township shall recommend one appointee to the Branch District Library Board to be appointed by the Branch County Board of Commissioners.

3. A branch library advisory board may be established by the Township to be responsible, in general, for the branch buildings, grounds, and their furnishings. Such advisory board shall act as liaison between the Township board and BDLS. The advisory board may administer gift monies, memorial funds and local government appropriations for the Township.

4. The Township shall provide the physical facilities at 105 W. High Street, Union City, Michigan (the "Facility") to BDLS and the Township for use as a branch library, together with adequate parking space for employees and patrons.

5. The Township shall provide heat and light as well as exterior maintenance of the Facility.

6. The Facility shall be known as the Lucille E. Dearth/Union Township Library or any variation of that name requested by the Trustee of the Lucille E. Dearth Trust.

7. Subject to BDLS Board approval of specific expenditures during construction, BDLS shall provide up to the total amount of current funds in the BDLS Capital Improvements Fund reserved for Union Township for the purchase of bookcases, tables, chairs, computers, desks, and for other uses as agreed.

8. The parties shall cooperate in the internal maintenance and repair of the Facility, including, but not limited to, wall covering and carpeting as shall be mutually agreed. Monies for such projects shall come from the BDLS Capital Improvements Fund, established and maintained as specified in the BDLS Plan of Service.

9. The Township shall carry, at its own expense, such insurance as is required by law on related public properties and to protect its own interest. BDLS shall provide, at its own expense, such insurance as it deems necessary to protect library personnel and property.

10. In the event of fire and other casualty resulting in the destruction of the Facility provided by the Township:

- A. The Township shall repair the premises within 90 days, or
- B. The Township within 90 days shall provide other premises adequate for library purposes and acceptable to BDLS. If no repair is made, or alternative premises provided, BDLS will have no obligation to continue this agreement, and, at its option, may terminate this agreement.

11. Gift monies such as Memorial Funds and the income therefrom, grant monies, and local government appropriations shall be used for the branch library at the discretion of the Township or its advisory board. Unless otherwise agreed to in writing, these monies will remain the property of and under the control of the Township or its advisory board.

12. The branch librarian and branch clerk shall be appointed by BDLS in consultation with the Township and any advisory board. Such persons shall be employees of and be paid by the BDLS.

13. BDLS shall keep each branch library open the number of hours necessary for adequate library service in proportion to the population served, in accordance with the BDLS Plan of Service, providing there are sufficient funds available to the system. Any changes will be made at the discretion of the BDLS in consultation with the Township. Generally, such changes will be pro-rated based on the amount of services generated by each service unit.

14. The BDLS shall provide the following in connection with continued library services to the Township:

- A. Books and library material, including but not limited to all furnishings and fixtures supplied under paragraph 7 of this agreement.
- B. Library supplies, equipment and furniture (all items in A and B above, shall be considered on "permanent loan" to the branch but shall remain the property of BDLS.)
- C. Necessary support services essential to library operations including, but not limited to: technical services, acquisitions, collection development and control, district-wide program services, delivery and any other services which are deemed essential to promote and develop the growth and quality of library services in the Branch District Library System area.

15. The materials, furniture and equipment now belonging to the Township shall remain the property of the Township. All future gifts to that branch shall become the property of the Township unless the donor specifies otherwise. Trade fixtures placed upon the branch library premises by BDLS shall remain the property of the BDLS and may be installed or removed in its

discretion. In the event installation or removal shall cause any damage to the structure itself, the same will be repaired at the expense of BDLS.

16. Any person registered and in good standing at any branch may, upon presentation of his or her identification card, borrow books from any other branch of the Branch District Library System.

17. This agreement may be terminated at the end of any Branch District Library System fiscal year by either party upon ninety days written notice of termination to the other party. Both parties agree that such action would be precipitous without mutual discussion and general agreement on the terms of such discontinuance. In the event such intent to discontinue shall be noticed, each party shall, by its respective board, conduct such discussion with the opposite party and will ensure that all reasonable alternatives have been fully explored. Final determination of any proposed discontinuance shall remain, however, with the party giving notice of intent to discontinue.

18. Union Township agrees in perpetuity to hold Branch District Library System harmless from any and all liability claims and claims for damages from patrons, District Library staff, or other third parties arising from alleged exposure to toxins or contaminants at the proposed library site, as specified in any reports on the site referenced as MERA #12000009, EPA Region 5 Docket No. V-W-99-511, CERCLIS MID980992523/Schafer Manufacturing/Hawkens Furniture/105 W. High Street, Union City, Michigan, ASTI Environmental Baseline Environmental Assessment dated April 28, 2010, or any additional reports prepared by any entity from tests performed during construction on that site.

19. If for any reason construction of the library on the proposed above-referenced site is determined at any future date to have resulted in the harmful or potentially harmful exposure of

patrons, District Library staff, or other third parties to toxins or contaminants identified in the prior reports or discovered during construction, Branch District Library shall be relieved immediately of its obligation to provide library services to Union Township at the proposed site, and this agreement shall be null and void.

20. This agreement contains the entire agreement between the parties, and all prior agreements and negotiations relating hereto are deemed merged herein. This agreement may be amended only in a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 17 day of June, 2010, effective as of the date first above written.

BRANCH DISTRICT LIBRARY SYSTEM

By: Dorothy Cherry
Its: President

TOWNSHIP OF UNION

By: Ralph Strong
Its: Supervisor