

**Intergovernmental Agreement Between Leelanau Township (“Township”) and Leelanau
Township Public Library (“Library”)**

This Lease Agreement (“*Agreement*”) is made as of the 28 day of MARCH, 2023, (“*the Effective Date*”) by and between **Leelanau Township**, a Michigan municipal corporation (“*Township*”) with offices located at 119 E. Nagonaba, Northport, Michigan 49670, and **The Leelanau Township Public Library (“*Library*”)**, located at 119 E. Nagonaba Street, Northport, Michigan 49670, and agree as follows:

1. **The Premises and Term.** The Library and the Township are both located and operate on property addressed as 119 E. Nagonaba Street, Northport, Michigan 49670. The Library acknowledges that the Township owns the exterior building they share. Library shall have a permanent lease and unencumbered control of all of the interior space that the Library currently occupies as of the effective date of this Agreement.
2. **Use of Premises.** The Library shall use its dedicated area only for the purposes set forth in the Library’s Articles of Incorporation.
3. **Consideration.** The only consideration for this Agreement is the continuation of public library services provided by the Library to the Township constituents. There is no monetary consideration.
4. **Assignment and sublease.** The Library shall not assign this Agreement or sub-lease all or any part of the Library’s dedicated area without the Township’s consent.
5. **Termination by Default/Abandonment.** Except for an act of God, termination of this Agreement shall occur if the Library ceases functioning as a library continuously open to the public for a period of one-hundred twenty (120) days. Additionally, the Library’s failure to maintain its interior dedicated space in reasonable condition and repair shall constitute a material breach of this Agreement and shall result in the termination of their Agreement upon written notification of the Township to the Library. Upon written notice of termination from the Township to the Library, the Library shall vacate the premises within forty-five (45) days and remove all property it owns therefrom.
6. **Building Maintenance and Repairs, and Capital Improvements.** The Library shall carry out and be responsible for all necessary, routine and appropriate upkeep, repair and

maintenance of the Library's interior dedicated area, and shall pay all of the costs thereof. Failure to maintain the Library's interior dedicated area in reasonable condition and repair shall constitute a material breach of this Agreement, subject to termination.

7. **Utilities** – The Township and Library will share all utility expenses based on their pro rata respective square footage. Township will pay all utilities and bill Library on a monthly or quarterly basis, at the Township's discretion, for its share. The library share shall be 59% and the township share shall be 41%

8 Right of Access. The Township may access or enter onto the Library's dedicated area (i) to inspect or examine the dedicated area, on at least 48 hours' prior notice; or, (ii) for any emergency reason, on at least 24 hours' prior notice or, if access is necessary or appropriate within such 24-hour period, as soon as reasonably possible after such entry. Any such access or entry shall be scheduled to suit the reasonable convenience of the Parties. During any such access or entry, the Township shall not interfere with Library's business operations and Library shall have the right to accompany the Township.

8. **Equipment.** All equipment and other physical personal property assets belonging to the Library shall be transferred from the Township to the Library.
9. **Shared Facilities.** Library shall have access to Township Conference Room and Bathrooms. Access to bathrooms will be on an "as needed" basis for Library patrons during normal Library business hours. Township Conference Room may be reserved for Library functions as available, but NOT on an exclusive basis when used. Library acknowledges that the Conference Room may be accessed as necessary by Township during times when the Library has scheduled use of the Conference Room and such access shall not be encumbered. **If there are circumstances when an emergency Township Board meeting must be called during a time the Library has scheduled the Township Hall the township board reserves the right to cancel the library's use of the Township Hall.** Library also acknowledges that when Library is using shared facilities, security is of the utmost importance, **and will ensure the Township Hall is locked and secure at the end of the Library's scheduled hours** especially during those times that Township offices are closed.
10. **Insurance.** The Township will maintain insurance of the building exterior and its own interior dedicated space. The Library will insure its interior dedicated space and contents,

including Personal Property, Liability, Errors and Omissions, Directors and Officers Liability and other statutory insurance needs.

11. **Employment.** All current library employees shall be terminated as of March 31, 2023. Library will assume employment of all current employees as of April 1, 2023. The Library will provide Worker's Compensation, Unemployment Insurance and all other customary and required insurance for its employees.
12. **Accounting and Bookkeeping.** The Library will assume at its own expense all accounting, bookkeeping, payroll, purchase orders, bill payment and other fiduciary responsibilities currently provided by the Township. Library will maintain its own bank accounts and will receive collected taxes from the Township within 15 days of Township's receipt of said taxes. Library will directly receive any donations, grants, or other funds customarily available to Library. Library will be responsible for complying with all state mandated fiduciary functions including, but not limited to, audits, etc.
13. **Transfer of Funds.** The Township shall transfer to The Library all Township reserved funds belonging to The Library in its current accounts on or before April 1, 2023.
14. **Indemnity.** The Library agrees to indemnify and hold the Township harmless from any and against all claims, any and all demands, causes of action, judgments, damages, liabilities, fines, penalties, and other costs and expenses, including reasonable attorneys' fees suffered or incurred by the indemnified party by reason of the negligence or intentional misconduct of the Library or its employees, agents, contractors, guests or invitees, or other breach of any covenant, representation, or warranty contained in this lease for all claims occurring on or in the premises that is not covered by the Township's municipal insurance policy.

The Township agrees to indemnify and hold the Library harmless from any and against all claims, any and all demands, causes of action, judgments, damages, liabilities, fines, penalties, and other costs and expenses, including reasonable attorneys' fees suffered or incurred by the indemnified party by reason of the negligence or intentional misconduct of the Township or its employees, agents, contractors, guests or invitees, or other breach of any covenant, representation, or warranty contained in this lease for all claims occurring on or in the premises that is not covered by the Library's municipal insurance policy.

15. **Return of interior-designated area to the Township.** Upon termination of this Agreement, the Library shall return the interior designated area in the same condition as when possession was taken, ordinary wear and tear excepted.

16. **Entire Agreement; Amendment.** This Agreement comprises the entire Agreement of the Township and the Library with respect to the subject matter hereof, and there are no other conditions, understandings or agreements, whether oral or written, relating to the subject matter. This Agreement may be amended by a written amendment, if the amendment is agreed to and signed by both the Township and the Library.

17. **Governing Law.** Michigan law shall control any disputes arising from the terms of this Agreement and litigated through the Leelanau County Circuit Court.

18. **Effective Date.** this Agreement of Lease shall be effective on the effective date of the Agreement between the Library and the Township as follows:

Whereof, the Parties have executed and entered into this Agreement as of the date first written above.

Leelanau Township,
a Michigan municipal corporation

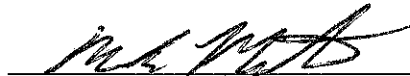


By: Richard Cross

Its: Supervisor

Whereof, the Parties have executed and entered into this Agreement as of the date first written above.

Leelanau Township Library



By: Mark Morton

Its: President, Library Board of Trustees