

OPERATIONS AGREEMENT: UPRLC, Inc. and SUPERIORLAND LIBRARY  
COOPERATIVE

1. The Upper Peninsula Region of Library Cooperation, Inc. (hereinafter known as UPRLC) seeks a service provider to manage its automated system(s), and to provide technical support and training to member libraries. The Superiorland Library Cooperative (hereinafter known as SLC) has offered to provide this this service. Therefore, UPRLC and SLC enter into the following agreement:
2. SLC will provide space, electrical, telecommunications services, and other equipment needed to support the automated system(s). The SLC central site is located at 1615 Presque Isle Ave. Marquette MI.
3. SLC will make the normal operation of the automated system(s) available for UPRLC-ALS member libraries' 24/7 except for periods when the automated system(s) are down for routine maintenance or emergencies.
4. SLC will provide necessary trained personnel for financial and contract management, technical support, training, and operations of the automated system, based on the UPRLC budget and ability to reimburse SLC for these services. SLC will not discriminate in the treatment or employment of an individual or group of individuals on the grounds of race, color, religion, national origin, age, sex or disability unrelated to job performance, either directly, indirectly or through contractual or other arrangements
5. UPRLC will reimburse SLC for all documented expenses associated with operation of the automated system, including but not limited to, expenses for labor, insurance, utilities, office equipment maintenance, building operations expenses, accounting and telecommunications. SLC will make all relevant invoices available for review by the UPRLC Board and /or the Automated Library System (ALS) User Council members. Other expenses will be prorated, based on the percentage of SLC staff hours dedicated to the administration of the automated system(s).
6. UPRLC agrees to reimburse SLC for automated system(s) associated staffing and overhead costs on a monthly basis. SLC will provide UPRLC with monthly itemized invoices and documentation of all costs.
7. Prior to the expiration of this agreement, UPRLC shall remove its equipment at its expense. In doing so, UPRLC shall not cause any damage to SLC's premises and shall restore premises to their original condition.
8. UPRLC will carry property insurance for all UPRLC owned property located on the SLC premises. Both UPRLC and SLC shall each maintain or cause to be maintained general liability and data security insurance. Each party shall provide the other with evidence of coverage. SLC shall be a named insured party in the UPRLC insurance policy.
9. It is the policy of both UPRLC and SLC to preserve the privacy of library patrons, records and staff to the fullest extent permitted by law. To that end, information related to patron records and member libraries shall only be released or disclosed as provided by law.
10. SLC shall maintain worker's compensation for their employees involved in activities related to this Agreement. UPRLC shall reimburse SLC for worker's compensation

insurance based on the percentage of SLC's payroll billed to operations, technical support and training under this Agreement.

11. SLC shall have no right, title, or interest in UPRLC system components that have been purchased and paid for the UPRLC. UPRLC shall have no right, title, interest in components of the system that SLC has purchased to provide Central Site capacity.
12. UPRLC shall indemnify SLC against any and all liability, claims, demands, action, or judgments during the term of this Agreement from injury to persons or personal property caused by any act or omission of UPRLC, its officers, employees, or agents.
13. SLC shall indemnify UPRLC against any and all liability, claims, demands, action, or judgments during the term of this Agreement from injury to persons or personal property caused by any act or omission of SLC, its officers, employees, or agents.
14. The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, transportation problems, and/or any other cause whatsoever beyond the reasonable control of parties.
15. In the event if either party is in default under the terms and provisions of the agreement and the default continues for a period of 90 days after written notice of the default, then the agreement may be terminated at the option of the injured party.
16. In the event of any disputes arising out of the interpretation of the agreement or its implementation, the disputes are to be resolved by arbitration in Marquette, Michigan in accordance with the rules of the American Arbitration Association.
17. This agreement is effective upon signing and automatically renews every three years except upon notice by either party to terminate the agreement. Notice shall be given at least 180 days prior to September 30<sup>th</sup> in the year the agreement is to be terminated.

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SLC Representative, Title

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Date

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UPRLC Representative, Title

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Date