

OPERATIONS AGREEMENT: UPRLC, Inc. and SUPERIORLAND LIBRARY
COOPERATIVE

1. The Upper Peninsula Region of Library Cooperation, Inc. (hereinafter known as UPRLC) seeks a central site to house its automated system(s), technical support and training. The Superiorland Library Cooperative (hereinafter known as SLC) has offered to host the automated system(s), technical support and training on behalf of the UPRLC. Therefore, UPRLC and SLC enter into the following agreement:
2. SLC will provide space and electrical requirements needed to house the telecommunications equipment, web servers, and system(s) hardware/software in a Central Site located at 1615 Presque Isle Ave., Marquette.
3. SLC will make the normal operation of the automated system(s) available for UPRLC-ALS member libraries' use during all hours of operation of the member libraries, except for periods when the Central Site is 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 Sirsi system, the Internet server, other servers, and the telecommunications network, 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/ALS will reimburse SLC for all documented expenses associated with operation of the automated system from the Central Site at SLC Headquarters, including, but not limited to, expenses for labor, insurance, utilities, office equipment maintenance, building operations expenses, **accounting**, and telecommunications. SLC will charge UPRLC actual costs for labor. UPRLC will reimburse SLC actual costs for phone lines dedicated to UPRLC business. SLC will make telecommunications bills available for review by UPRLC. Other expenses will be prorated, based on the percentage of hours of UPRLC staff in the building to the total number of personnel in the building.
6. The UPRLC/ALS agrees to establish a deposit account at SLC in order to pay for contract labor and telecommunications two months in advance based on estimated annual fees. Other expenses will be reimbursed as they occur.
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 Central Site hardware and software located on the SLC premises. Both UPRLC and SLC shall each maintain or cause to be maintained general liability insurance. Each party shall provide the other with evidence of coverage. SLC shall be a named insured party in the UPRLC insurance policy.

9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. In the event 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.
15. 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.
16. This agreement is effective upon signing and automatically renews each year except upon notice by either party to terminate the agreement. Notice shall be given at least 180 days prior to September 30th in the year the agreement is to be terminated.

SLC Representative, Title

Date

UPRLC Representative, Title

Date