

**SECOND AMENDMENT TO AGREEMENT  
FOR LIBRARY SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT FOR LIBRARY SERVICES dated August    , 2020, by and between the BOARD OF DIRECTORS OF BALDWIN PUBLIC LIBRARY of Birmingham, Michigan (hereinafter called “Baldwin”) and the CITY OF BLOOMFIELD HILLS, a Michigan municipal corporation (hereinafter called the “Contracting Community”).

WHEREAS, the Contracting Community has no public library facilities and desires to provide library service for its residents, and is authorized by law to do so.

WHEREAS, Baldwin operates an established public library and is willing to make library services available to residents of the Contracting Community during the period of time set forth below, upon payment of the sum hereinafter set forth; and

WHEREAS, Michigan Public Act 92 of 1952, as amended, and Public Act 164 of 1877 authorizes contracts for the furnishing of library services by Baldwin to other municipal corporations; and

WHEREAS the parties hereto entered into an Agreement for Library Services dated July 18, 2011 to provide for library services by Baldwin to the Contracting Community and the parties entered into an Amendment to Agreement for Library Services dated June 10, 2014 to continue the furnishing of library services by Baldwin to the Contracting Community, which Amendment to Agreement for Library Services expires on November 14, 2020.

NOW THEREFORE, the parties agree as follows:

1. During the six (6) year period of November 15, 2020 to November 14, 2026, Baldwin agrees to make available to residents of the Contracting Community the facilities, physical and electronic collections and all other services of Baldwin on the same basis as the same

are available to the residents of the City of Birmingham. Upon application and proper identification, residents of the Contracting Community will be issued library cards, and will be entitled to the same library services at Baldwin as residents of the City of Birmingham.

2. As used in the Agreement, the term “Residents of the Contracting Community” shall include all persons residing within the corporate limits of the Contracting Community, all owners of real property located within the corporate limits of the Contracting Community and all employers and employees of business establishments located within the corporate limits of the Contracting Community.

3. In exchange for the library services to be furnished to the residents of the Contracting Community, the Contracting Community agrees to assign to Baldwin all of the penal fines and state aid grants to which the Contracting Community is entitled pursuant to Michigan Public Act 59 of 1964 and Michigan Public Act 89 of 1977 and all book fines or other charges or fees (per Baldwin’s “Fines & Fees Schedule” as approved by the Baldwin Public Library Board from time to time) collected by Baldwin with respect to the residents of the Contracting Community and to pay the following amount:

- a. The Contracting Community agrees to pay \$318,852.00 for the first year of services, to be increased each subsequent year by the inflation rate or 3%, whichever is less. The rate of inflation shall be determined based on the U.S. Consumer Price Index for all urban consumers. The original figure in the Agreement for Library Services dated July 18, 2011 of \$268,681.00 was determined by calculating the average household cost in fiscal year 2011-12 for Baldwin Public Library operation expenses (\$180.44) and then multiplying that dollar amount by the number of households in the City of Bloomfield Hills, as listed in the 2010 census (1,489 households). The

average household cost is the weighted average for the communities of Birmingham, Beverly Hills and Bingham Farms. The new figure of \$318,852.00 for the first year of services was determined by taking the original figure of \$268,681.00 and increasing it by the rate of inflation as stated in the Agreement for Library Services, Amendment to Agreement for Library Services and as stated herein above.

- b. The Contract Amount due from the Contracting Community to Baldwin will be payable as follows during such calendar year:

25% thereof February 15 (November 15 through February 14)

25% thereof May 15 (February 15 through May 14)

25% thereof August 15 (May 15 through August 14)

25% thereof November 15 (August 15 through November 14)

4. After November 14, 2026, this Agreement will be automatically renewed for successive two year periods unless terminated by either Baldwin or Contracting Community providing six (6) months advance written notice.

5. This Agreement does not guarantee residents of the Contracting Community access to or use of the same or similar library services at any library other than Baldwin.

6. The Contracting Community shall indemnify, defend and hold Baldwin, its officers, agents, employees and officials harmless from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses, including attorney fees, of any nature ("claims") arising out of or resulting from the Contracting Community's participation in this Agreement.

7. This Agreement is contingent upon the voters of the City of Bloomfield Hills approving a millage of up to .52 mills for a period of six years at the election to be held on August

4, 2020. Should the millage fail to receive a majority vote, then this Agreement shall be considered null and void. In the event the August 4, 2020 millage prevails, and inasmuch as it is a six year millage, the provisions of paragraph 4 of this Agreement pertaining to renewal for successive two year periods shall only be effective if the millage is renewed or a new library millage is adopted at a subsequent City election.

8. In the unlikely event of any controversy or claim arising out of or relating to this Agreement, or the breach thereof, said controversy or claim shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48<sup>th</sup> District Court or by arbitration as provided herein. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators, in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48<sup>th</sup> District Court.

9. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The parties agree to perform all their obligations provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

10. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

11. Baldwin agrees to provide to Contracting Community on a quarterly basis a statistical report which shall include circulation information pertaining to the checking out of physical and electronic collections and other materials. In addition, said statistical report shall include the number of Contracting Community's cardholders. Provided, however, no private information of individual cardholders shall be disclosed.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective officials thereunto duly authorized, the date and year hereinafter written.

BOARD OF DIRECTORS  
BALDWIN PUBLIC LIBRARY

Date: \_\_\_\_\_

\_\_\_\_\_  
By:  
Its:

CONTRACTING COMMUNITY  
CITY OF BLOOMFIELD HILLS

Date: \_\_\_\_\_

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_

\_\_\_\_\_  
By:  
Its: