

Over a year ago, at the request of the Sherwood Village President at the time, Sheryl Watson, we began looking into modifying the service agreement between the Library and the Village. We at BDL had actually been interested in revisiting all our agreements, since most of our branch agreements are about 30 years old, so we took this opportunity to ask our attorney, Anne Seurnyck at Foster Swift Collins & Smith to help us. The process was delayed for sometime due to unexpected personal delays from our attorney and due to revisions. Initially Anne wanted two separate agreements, one for the building and one for services, but then she decided on a draft similar to the one you see here.

I sent the first draft to Sheryl Watson in early October 2024. The Village requested some changes, which the Public Services Committee was able to look at and respond to by the end of October. I then sent the Committee's draft recommendation to the Village on November 5. There was some further delay after that caused by the election, where BDL Sherwood Branch Manager and Sherwood Resident, Traci Counterman, ran for Village President and won. By now, the Village Board has looked the agreement over and had a couple meetings with me where we discussed a few minor tweaks and questions that our Committee had.

The draft presented here is nearly the same as the one last sent to the Village from our Committee. There was one change requested by the Village Board that you should note: page 4, item J originally read as follows:

The Village shall maintain fire and extended coverage (or similar) insurance on the Sherwood Branch building in an amount at least equal to the full replacement value of the Sherwood Branch, naming the Library as an additional or named insured.

That last clause was a sticking point for them, and they asked for it to be removed, so it has been in the draft in this packet.

I asked our insurance agent, Ryan Brown from the Decker Agency, to weigh in on what Anne had put in her draft, both item J and I before it. Ryan said "This is a solid quid pro quo agreement, and there is nothing out of the ordinary. I like the ability to ask for certificates, as well as the option to name both the Village and the Library as 'additional insureds'. Thanks for running this by us, and our recommendation is that this agreement is very well prepared."

I did communicate this to the Village. At their meeting of June 2, 2025, the Board showed me an opinion from their legal counsel about item J, which stated that in the event of a catastrophic loss, the Village "would be liable to the library for anything above and beyond what their own contents insurance (on page 3) does not cover."

I ran that thought by Ryan Brown again, and here's what he had to say:

I'm curious as to why this is such a sticking point for the attorney as it is very standard language.

At a practical level though, your thought is exactly correct. The contents limits that you have more than cover the needs of Sherwood Branch, and the blanket limit of your total contents coverage gives you that much more of a cushion.

Removing that section of language is certainly a possibility, and doesn't put you in a dangerous position. It just makes it very clear that there is no overlap between the Village's coverage and yours. If it is a make or break issue for the Village to move the agreement forward, removing that language is certainly the quickest option, and as I said, doesn't lessen the coverage you currently have.

So that's basically it. Please read through it carefully so we can discuss, but pay particular attention to this one last "sticking point". Can you live with this proposed change from Anne's original draft, or do you feel more discussions are required on this topic are needed?

Submitted by John Rucker

Draft Sherwood Branch Agreement

This Agreement (the “Agreement”) between Branch District Library, a Michigan district library, 10 E. Chicago St., Coldwater, MI 49036 (the “Library”) and the Village of Sherwood, a Michigan municipal corporation, 118 Sherman St., Sherwood, MI 49089 (“Village”) is entered into this 7th day of July, 2025 (the “Effective Date”).

Witnesseth:

WHEREAS, since 2000, the Village has had a library service agreement with the Library in exchange for maintenance of a Library branch located in Sherwood, Michigan (“Sherwood Branch”) and the conduct of services including, but not limited to, providing books, media resources and research facilities for use by residents of the Library (collectively referred to as the “Library Services”); and

WHEREAS, the Library and the Village desire to continue with a library service agreement for the Sherwood Branch.

NOW, THEREFORE the parties to this Agreement agree to the following:

I. Library Space.

A. Library Space. In consideration of the Library Services provided by the Library, the Village shall provide suitable space and facilities for the Sherwood Branch. The Sherwood Branch shall have suitable floor and window coverings. The Village shall provide access to such facilities, space and equipment as may be necessary or appropriate for the Library to provide Library Services at the Sherwood Branch. Currently, the Sherwood Branch is located at 118 Sherman St., Sherwood, MI 49089. The Village shall own or lease the real estate where the Sherwood Branch is located and be responsible for any real estate and/or personal property taxes assessed to the Sherwood Branch.

B. Division of Space. The space shared by the Village and Library is comprised of the space from the easternmost fire wall of the building at 118 Sherman St. to the easternmost exterior wall. The Village uses the eastern half of the Sherwood Branch (depicted as “Village Space” in attached Exhibit A) as its Village Hall and for events like public meetings. The Library has dedicated space in the western half of the Sherwood Branch (depicted as “Library Space” in the attached Exhibit A). The Village and Library agree to the use of the Sherwood Branch as follows:

1. Village Space.

a. The parties understand that the Village will be conducting Village business in the Village Space. To the extent possible, the Village agrees to conduct its business outside of Library’s hours of operation. The Village agrees to notify the Library with as much notice as possible if there is need to use the Village Space

during regularly scheduled Library hours of operation. If there is a conflict, the Village has the right to use the Village Space.

b. When not in use by the Village for Village business, the Village Space may be used by the Library for Library Services. However, the Library may not hang any items from the ceiling and all furniture or other Library items must be removed from the Village Space after use.

c. The Library may use areas adjacent to the walls of the Village space to place shelves of Library materials; however, areas immediately adjacent to exits and HVAC equipment should be free from Library materials.

2. *Library Space.* The Library Space is used exclusively for Library services.

C. Rent. In consideration for the Library Space, the Library agrees to pay \$1,000 per year.

II. Library Responsibilities

A. Collection. The Library shall provide the Sherwood Branch with a suitable collection of books, periodicals, and other materials, as well as equipment (such as computers), to provide Library Services. Except for certain current or historical local materials, the Library owns all books, periodicals, materials and equipment, including computers and other related materials, if any, located at the Sherwood Branch. With input and direction from the librarian at the Sherwood Branch, the Library has the exclusive authority to determine the collection of books, periodicals and other materials, as well as computers and other equipment, for the Sherwood Branch.

B. Staff. The Library shall provide the staffing necessary for the operation of the Sherwood Branch to provide the Library Services. All staff shall be employees of the Library and shall be under the direction and supervision of the Library.

C. Hours of Operation. The Library shall operate the Sherwood Branch, which shall be open for such hours as determined by the Library after consultation with the Village.

D. High Speed Internet. The Library shall also provide high speed internet access and phone service to the Sherwood Branch and be solely responsible for the costs.

E. Furnishings. The Library owns all furnishings located in the Library Space at the Sherwood Branch. The Library also owns the bookcases and shelves located in the Village Space. As used in this Agreement, "furnishings" shall mean the following: all cabinets, desks, display cases; furniture, seating, shelving units, tables, work surfaces and similar items. The Library shall be responsible for all furnishings at the Sherwood Branch and shall replace furnishings from time to time; provided, however, that the Library has sufficient funds for the new furnishings and that the Library reasonably determines that the Sherwood Branch needs new furnishings. The Library has provided and owns certain computer and networking equipment. The Library may remove all furnishings or computer or networking equipment upon expiration or termination of this

Agreement. The Village may also provide furnishings for the Sherwood Branch at its expense upon approval of the Library, and such furnishings shall remain at the Sherwood Branch upon the expiration or termination of this Agreement.

F. Maintenance; Janitorial Service. The Library shall not perform or permit any acts or carry on any practices which may injure the building and structures on the Sherwood Branch, and shall keep the Sherwood Branch, or cause the Sherwood Branch to be kept clean, and free from rubbish, and dirt. The Library shall provide at its expense janitorial services and waste removal for the Sherwood Branch.

G. Public Liability Insurance. The Library shall maintain, or cause to be maintained, at all times during the Term, its own public liability insurance for personal injury, bodily injury, death or property damage to any person or property, if any, occurring on, in or about the Sherwood Branch (including, without limitation, the library building and the adjoining parking areas), in each case with limits of liability of not less than \$1,000,000 per occurrence, and naming the Village as an additional or named insured. The Library will, upon request of the Village, provide proof of such insurance.

H. Contents Insurance. The Library shall maintain property and casualty insurance on its personal property and contents at and in the Sherwood Branch, in an amount reasonably determined by the Library and its insurance advisor. The Library, upon request of the Village, will provide proof of such insurance.

I. Minor Repairs. The Library shall be responsible for any minor repair to the interior of the Library. Minor repairs include damage to the interior of \$1,000 or less. The Library shall notify the Village before making such repairs. The Library is not responsible for repairs for damages that occurred in the Village Space or Library Space while the Village is using the Sherwood Branch for Village purposes.

J. Interior Floor and Wall Coverings. The Library shall maintain the interior wall coverings and floor coverings in good repair and shall replace such wall and floor coverings at its own expense as it deems necessary. In such case, the Library shall notify the Village in writing prior to making such repairs or replacements.

III. Building Owner Responsibilities

A. Responsibility for Sherwood Branch. The Village shall be responsible at its expense for all reasonably necessary repairs, replacements, renovations, modifications, and improvements to the Sherwood Branch except for the repairs of maintenance specifically identified in Section II above. The Village shall always maintain at its expense the Sherwood Branch in good repair and condition.

C. Fixtures. The Village shall reasonably maintain at its expense all existing fixtures on the Sherwood Branch (including, but not limited to, electrical, heating and cooling, and plumbing systems) in a safe and working condition.

D. Parking Areas. The Village shall provide and maintain in good condition at its expense any parking areas necessary for the operation of the Sherwood Branch. The Village shall be responsible for prompt snow removal from parking and sidewalk areas on the Sherwood Branch at its expense.

E. Compliance with ADA. The Village shall comply with all applicable federal, state, and local laws and regulations related to the Sherwood Branch, including the Americans with Disabilities Act (“ADA”). This includes ensuring that there is access to restrooms and other mandatory facilities during public library hours.

F. Utilities. The Village shall pay for all utilities necessary for the operation of the Sherwood Branch including, without limitation, heat and air conditioning, gas, electric, and water and sewerage services.

G. Capital Improvements. The Village understand that they will need to plan capital improvements, as with any building, and will consult with the Library and develop a plan for such capital improvements and methods of funding the improvements.

H. Library Records. The parties acknowledge that confidential library records, as defined by the Michigan Library Privacy Act, MCL 397.601, et seq., including the handling and disclosure of same, shall remain under the exclusive control the Library and shall not be disclosed except as permitted by controlling law and policy.

I. Public Liability Insurance. The Village shall maintain, or cause to be maintained, at all times during the Term, its own public liability insurance for personal injury, bodily injury, death or property damage to any person or property, if any, occurring on, in or about the Sherwood Branch (including, without limitation, the library building and the adjoining parking areas), in each case with limits of liability of not less than a reasonable amount. The Library shall be listed as a named or additional insured on such insurance. The Village shall provide, upon request, the Library evidence of such insurance.

J. Insurance. The Village shall maintain fire and extended coverage (or similar) insurance on the Sherwood Branch building in an amount at least equal to the full replacement value of the Sherwood Branch. The Village shall provide the Library evidence of such insurance upon request.

K. Taxes. The Village believes that the Sherwood Branch building is exempt from property taxes. If at any time the Sherwood Branch becomes subject to property taxes, the Village shall pay the real property taxes, and the Village shall pay all personal property taxes applicable to the Library’s personal property located at the Sherwood Branch.

L. Furnishings. The Village owns the furnishings attached as Exhibit B located in the Village Space at the Sherwood Branch. As used in this Agreement, "furnishings" shall mean the following: all cabinets, desks, display cases; furniture, seating, shelving units, tables, work surfaces and similar items. The Village shall be responsible for its furnishings in the Village Space

at the Sherwood Branch and such furnishings shall remain at the Sherwood Branch upon the expiration or termination of this Agreement.

IV. Term and Termination

A. Term. This Agreement shall begin on the Effective Date and remain in full force and effect until terminated by any party upon one (1) year advance written notice to the other parties (the “Term”) or as otherwise provided in this Agreement; provided, however, that if the Branch District Library millage expires without being renewed, any party may terminate this Agreement, with the Effective Date of the termination to be three (3) months after the notice of termination is sent to all parties. Within three (3) months before or after each five (5) year anniversary of the Effective Date, the parties will meet to discuss and review this Agreement and the operations pursuant to this Agreement.

B. Termination. No party may terminate this Agreement by default. Parties are liable for costs covered under this Agreement even if they default. Obligations under this Agreement remain for as long as the Agreement remains in effect; provided, however, that money obligations due prior to the termination of this Agreement shall remain due and payable and shall be paid promptly.

C. Notice; Default. Notwithstanding the foregoing, if the Library fails to meet its obligations under this Agreement, the Village may agree to terminate the Agreement. The Village must first give written notice to the Library of the finding of default. If the Library fails to cure the default within ninety (90) days of receipt of notice of such default, the Village may terminate the Agreement effective on the 90th day. Notwithstanding the foregoing, if the Village fail to meet its obligations under this Agreement, the Library may give written notice of default to the Village. If the Village fail to cure the default within ninety (90) days of receipt of such notice, the Library may terminate this Agreement on the 90th day; provided, however, that if the default arises from a failure to maintain or repair any part of the Sherwood Branch, the Library may perform the maintenance and repair at any time after thirty (30) days after sending the written notice, and the Village shall immediately (upon presentation of an invoice and proof of work) reimburse the Library for the reasonable costs of maintenance or repair.

IV. Miscellaneous

A. Termination of Prior Agreements. Upon the execution of this Agreement and by mutual agreement of the Library and the Village, all prior agreements (including the penal fines agreements) relating to the subject matter hereof are terminated.

B. Amendments. This Agreement may be amended only by written agreement of the parties.

C. Indemnification. To the extent permitted by law, each party will indemnify the other parties against all losses, costs and claims that may arise as a result of such party's negligence relating to the Sherwood Branch or this Agreement.

D. Severability. If any provision of this Agreement is rendered invalid, the invalid portion is to be severed and all remaining portions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

E. Notices. Any written notice or other communication shall be deemed to be given and received on the date when such notice or communication is given by e-mail, and confirmed electronically as received by the other Party, or the date received if given by overnight courier, registered or certified mail, postage prepaid, addressed to:

If to the Library:

Director
Branch District Library
10 E. Chicago St.
Coldwater, MI 49036

Phone: 517-278-2341

Email: director@branchdistrictlibrary.org

If to Village:

Village President

118 Sherman St./PO Box 182
Sherwood, MI 49089

Phone: 517-741-4186

Email: _____

F. Nonwaiver. The failure of a party to enforce any of the terms and conditions, or to exercise any right or privilege in this Agreement, shall not be construed as a waiver of any such terms and conditions or rights or privilege and the same shall continue to remain in force and effect as if no such failure to enforce or exercise had occurred. No waiver by a party shall be valid unless expressly stated in writing.

G. Applicable Law. This Agreement is being executed and delivered in the State of Michigan and shall be construed and enforced in accordance with the laws of Michigan, without regard to conflicts of laws principles. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the State of Michigan, Branch County, and each party waives the right to change of venue. Furthermore, the parties expressly agree that the terms of this written document shall govern the relationship of the parties.

H. Headings. The headings for each paragraph of this Agreement form no part of the Agreement and are inserted solely for convenience.

I. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement by the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be its original signatures for any purpose whatsoever.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is executed and effective as of the Effective Date first written above.

BRANCH DISTRICT LIBRARY

By: _____
Print Name: Benjamin Jewell
Its: President

THE VILLAGE OF SHERWOOD

By: _____
Print Name: Traci Counterman
Its: President

Exhibit A

Sherman St.

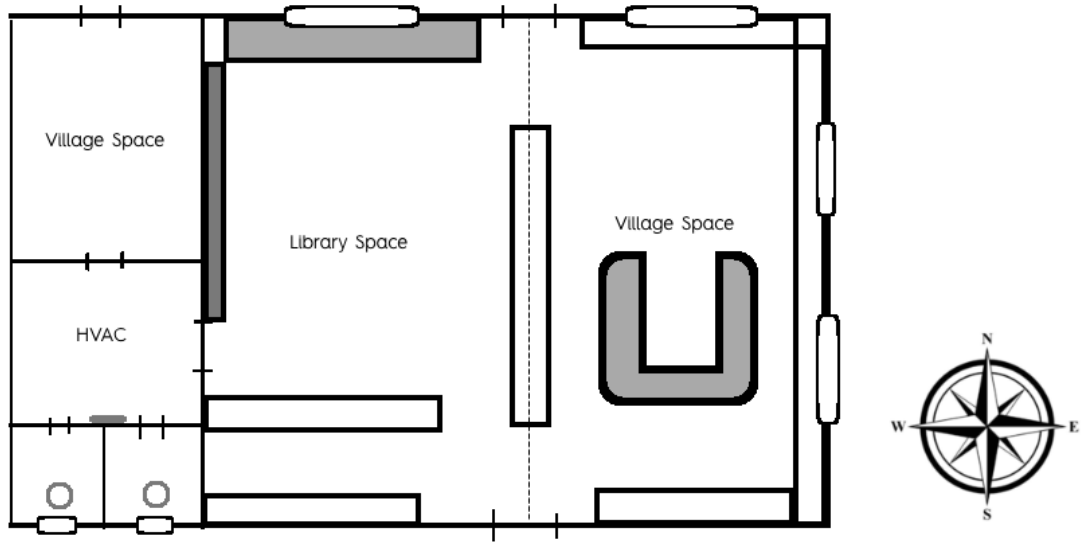


Exhibit B – Village Furnishing in the Village Space

1. Sectional conference table
2. Rolling office chairs, qty. 9
3. Veterans memorial wall display
4. Flag pole and flag
5. Metal folding chairs

DRAFT