

FIRST ADDENDUM TO BRANCH LIBRARY AGREEMENT

This First Addendum (“Addendum”) to the Branch Library Agreement (the “Agreement”) is made effective this ____ day of _____, 20____, by and between the Van Buren District Library, of 200 Phelps Street, Decatur, Michigan 49045 (the “District Library” or “Library District”), and _____, of _____ (“Local Unit”). The parties agree:

1. The parties are parties to the Agreement dated _____, _____. The parties wish to add a provision to the Agreement as set forth in this Addendum.

2. The parties add new section 3. ____ to the Agreement as follows:

“3. ____ Notwithstanding Section 3.1, for calendar year 2026, the District Library shall, in its sole discretion, contribute an amount not to exceed \$25,000 for maintenance costs associated with operating the Library Premises (“Maintenance Funds”). In any subsequent calendar year in December, the District Library shall, if funds are available, contribute an amount not to exceed \$7,500 in Maintenance Funds. Maintenance Funds paid by the District Library to the Local Unit shall only be used for costs incurred to maintain the Library Premises and for any other lawful library purpose in compliance with Public Act 24 of 1989, as amended, also known as the District Library Establishment Act. “Maintenance of the Library Premises” is defined as an expenditure intended solely to repair, restore, sustain, beautify, or improve the library facility and its grounds including lawns, gardens, landscaping, and adjacent entry or egress zones, paths, or routes including parking areas and walkways. Beginning in 2028, if the payment is made, it shall be increased in accordance with inflation as measured by the Consumer Price Index since the previous payment was made by the Library District, or 3% annually since the previous payment was made by the Library District, whichever is less. The Local Unit shall also hold the Maintenance Funds until the Local Unit needs the Maintenance Funds for maintenance work on the Library Premises as defined in this Addendum or other lawful library purposes in compliance with Public Act 24 of 1989 as amended. If more than one (1) Local Unit is a party to this Agreement, the Local Units direct the Library to remit any Maintenance Funds to _____, who will be responsible for maintaining financial and other records related to the funds. The District Library or its representatives may at any time ask the Local Unit for, and the Local Unit will produce, documents such as paid receipts, financial ledgers, and bank statements to substantiate that the expenditure of all Maintenance Funds are in compliance with this Addendum and with Public Act 24 of 1989, as amended.

While it is the intention of the Library District to remit maintenance funds annually, the parties understand that with changing economic variables, climate, potential funding challenges, or other financial commitments, the

District Library may not pay Maintenance Funds for the Library Premises in any given year, and such non-payment will not be considered a breach of this Agreement.

3. Capitalized terms not defined in this Addendum have the meaning given the terms in the Agreement.
4. This Addendum may be executed in counterparts, which taken together constitute one Addendum. Electronic signatures on this Addendum have the same force and effect of original signatures.
5. Any prior Addenda are hereby superseded and repealed. Except as specifically modified in this Addendum, the terms of the Agreement remain in full force and effect.

VAN BUREN DISTRICT LIBRARY

By: _____

Print Name: _____

Its: _____

LOCAL UNIT

By: _____

Print Name: _____

Its: _____

LOCAL UNIT

By: _____

Print Name: _____

Its: _____

LOCAL UNIT

By: _____

Print Name: _____

Its: _____