

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is made this _____ day of March, 2020, by and between the Township of Cranberry, Butler County, Pennsylvania, a municipal body politic (the “Township”) and the Cranberry Public Library, a non-profit corporation (the “Library”) (collectively, the “Parties”).

Recitals:

WHEREAS: the Township applied for, and received, a Keystone Grant from the Commonwealth of Pennsylvania on behalf of the Library to fund physical construction and the operation of a makerspace program in the Library called *The Forge at Cranberry Library* (referred to hereafter as the “Makerspace Program” or “*The Forge*”). The Makerspace Program includes: (1) the physical space in the Township administration building that accommodates the Makerspace Program within the Library’s leased premises; and, (2) equipment such as 3-D printers and similar devices that are owned by the Library and operated by members of the public in the Makerspace Program; and, (3) programming, courses, and activities offered by the Library that involve the use of Makerspace Program equipment; and,

WHEREAS: the Parties view the operation of the Makerspace Program as an excellent learning opportunity for the public and a mutually-beneficial expansion of the services provided to the public by the Library; and,

WHEREAS: the Parties acknowledge that the operation of the Makerspace Program involves additional risks not presented by the Library’s current programs; and,

WHEREAS: the Parties desire to account for these additional risks and to ensure that the Library operates the Makerspace Program in a safe and effective manner, consistent with the terms of the Keystone Grant; and,

WHEREAS: the February 21, 1991 Lease Agreement between the Township and the Library (the “Lease Agreement” hereafter, attached hereto as Exhibit “A”) includes a provision, Paragraph 6, under which the Library, its employees, agents, and invitees agree to comply with “all reasonable rules and regulations” and “reasonable changes or additions thereto” adopted by the Township; and,

WHEREAS: Paragraph 11 of the Lease Agreement requires both the Township and the Library to maintain comprehensive general liability insurance; and,

WHEREAS: Paragraph 7(E) of the Lease Agreement includes an indemnification provision wherein the Library indemnifies and holds the Township harmless “from and against any and all claims, demands, damages, costs and expenses, arising out of or in any manner related to the conduct or management of [the Library’s] business in the leased premises or from any breach on the part of [the Library] of any conditions of this Lease, or from any act or negligence of [the

Library], its agents, contractors, employees, sub-tenants, or licensees in or about the leased premises;” and,

WHEREAS: Paragraph 20 of the Lease Agreement includes an exculpation clause which provides that the Township “shall not be liable for any injury or damage to any property at any time of the leased premises from any cause whatsoever . . . excepting any injury or damage resulting from the negligent, willful, or illegal conduct of [the Township], its employee’s, agents or invitees;” and,

WHEREAS: the Parties desire to reaffirm the promises and commitments contained in the Lease Agreement, and to acknowledge additional duties and responsibilities as set forth in this Agreement;

THEREFORE, for good and valuable consideration, the sufficiency of which is mutually acknowledged, and intending to be bound, the Parties agree as follows:

Terms:

1. **Recitals.** The Recitals are incorporated as though fully set forth herein.
2. **Lease Agreement.** The Library reaffirms its commitments as stated in the Lease Agreement. All terms and conditions of the Lease Agreement remain in effect except where specifically modified by this Agreement.
3. **Library Employees and Volunteers.**
 - a. **Training.** The Library shall ensure that its employees and volunteers engaged with the Makerspace Program shall complete sufficient training to safely and effectively operate and all Makerspace equipment, including, at a minimum, any training recommended by the manufacturer(s). The Library shall maintain records of training provided to all Library employees and volunteers who participate in the Makerspace Program.
 - b. **Clearances.** The Library shall ensure that its employees and volunteers engaged with the Makerspace Program have provided all criminal history and child abuse clearance reports as mandated by the Child Protective Services Law, 23 Pa.C.S. §§ 6344 – 6344.4, and shall maintain records of the employees’ and volunteers’ clearances as required by the Child Protective Services Law.
4. **Supervision of Makerspace Program.** The Library shall ensure that there is sufficient supervision by Library staff and/or volunteers of the Makerspace Program during all hours in which the Makerspace Program is open. The Library shall ensure that the Makerspace Program space is physically secured so that members of the public cannot access the Makerspace Program equipment except during the Makerspace Program’s

hours of operation. The Library shall post the Makerspace Program's hours of operation in a prominent location.

5. **Makerspace Program Policy.** The Library shall enact rules and regulations for the Makerspace Program (referred to hereafter as the "Policy"). The Policy shall govern the public's access and use of the Makerspace Program equipment and participation in Makerspace Program courses and programs. The Library shall ensure that its Policy:
 - a. Provides rules for the safe operation by the public of Makerspace Program equipment;
 - b. Prohibits Library employees, volunteers, or members of the public from utilizing the Makerspace Program equipment in violation of state or federal laws, including violating any copyright, trademark, patent, or other legally-protected intellectual property rights;
 - c. Prohibits Library employees, volunteers, or members of the public from utilizing the Makerspace Program equipment to fabricate or create any dangerous equipment or devices, including, but not limited to, firearms, explosives, and weapons.
 - d. The Library shall ensure that all members of the public who intend to use the Makerspace Program shall be provided a copy of the Policy and sign an acknowledgement that they are subject to the Policy's rules and regulations, including having their privileges terminated for violating the Policy.
6. **Release/Waiver Forms.** The Library shall require all persons who utilize the Makerspace Program execute a release/waiver form that releases: (1) the Library, its officers, directors, employees and agents; and, (2) the Township, its officials, employees and agents; from all claims related to the use and operation of the Makerspace Program equipment, to the greatest degree permitted under the law. The Library and the Township shall work together to prepare the release/waiver form.
7. **Compliance with the Keystone Grant.** The Library shall operate the Makerspace Program in accordance with the terms of the Keystone Grant Agreement, a copy of which is attached hereto as Exhibit "B."
8. **No Fixtures.** The Parties agree that no Makerspace Program equipment shall be made a fixture to the Township's administration building, and that all equipment utilized in the Makerspace Program shall be removable by the Library from the Makerspace Program area.
9. **Makerspace Program as a Permitted Use.** The Makerspace Program shall constitute a permitted use by the Library of the leased premises, pursuant to Paragraph 5 ("Use Clause") of the Lease Agreement.

10. **Insurance Requirements.** The Library shall, at its own expense, maintain a minimum of comprehensive general liability insurance covering all occurrences within the leased premises with limits of coverage of not less than \$1,000,000/\$2,000,000 for bodily injury and \$500,000 for damage to the leased premises, and shall name the Township as an additional insured on the policies. The Library shall further maintain a minimum of \$1,000,000 of commercial umbrella liability coverage, and shall name the Township as an additional insured on the policy. All other terms of Paragraph 11 of the Lease Agreement regarding the parties' mutual insurance obligations shall remain in effect.
11. **Governing Law.** This Agreement is governed by the laws of the Commonwealth of Pennsylvania.
12. **Amendment/Modification.** No amendment, modification, or alteration of this Agreement shall be binding unless reduced to writing and duly executed by the Parties.
13. **Entire Agreement.** This Agreement and the Lease Agreement attached as Exhibit "A" constitute the entire agreement between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CRANBERRY PUBLIC LIBRARY

By: _____

S. J. Hollman, President

Date: _____

3/13/2020

TOWNSHIP OF CRANBERRY

By: _____

Date: _____