

EXHIBIT A

AGREEMENT

Between the Lorain Public Library and
City of Avon, Ohio

This Agreement, dated as of _____, 2015 is by and between the City of Avon, Ohio (the "City") and the Board of Library Trustees (the "Board") of the Lorain Public Library (the "Library"); and

WHEREAS, the Library provides free public library service to the people of the City; and

WHEREAS, pursuant to Ohio Revised Code Section 3375.42, the Library and the City are desirous of entering into an agreement, pursuant to which agreement the Library will operate and pay the current operating expenses of the Avon Branch of the Library and provide library service to all inhabitants of the City on equal terms without cost to the City and pursuant to which the Library will receive for such purpose all funds derived from an operating tax levy passed for such purpose as a supplemental revenue to the Library.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed by and between the parties as follows:

1. The City agrees to submit, on the ballot at the March 15, 2016 election, the question of a renewal tax levy within the City at a rate not exceeding one and two tenths (1.20) mills for each one dollar of valuation, which amounts to twelve cents (\$0.12) for each one hundred dollars of valuation, for five (5) years (the "Tax Levy") for the purpose of paying the current operating expenses of the Avon Branch of the Library. The Library shall reimburse the City for costs of the election as certified by the Board of Elections of Lorain County, and legal fees associated with the election.

2. The City shall appropriate and pay to the Library each year funds derived from any tax levy heretofore or hereafter passed for the purpose of paying the current operating expenses of the Library, including the Tax Levy. The Library shall use all funds raised and paid to the Library from the collection of the Tax Levy for the current operating expenses of the Avon Branch of the Library. The Library shall not alter the allocation of revenues other than the Tax Levy in the budget of the Avon Branch of the Library as a result of any moneys received from the Tax Levy to be used for the current operating expenses of the Avon Branch of the Library.

3. The Library will provide library service to all inhabitants of the City without cost to the City during the effective period of this Agreement.

4. The Library will provide to the City each year during the effective period of this Agreement an annual report in writing as referred to in Ohio Revised Code Section 3375.42 that itemizes the expenditure of the moneys derived from the Tax Levy and other detailed financial information as required by the City and as requested by the City Finance Director for preparation of the City's annual budget.

5. The Library and the City agree that any equipment or materials purchased by the Library from the moneys derived from the Tax Levy shall remain the property of the Library for use within the City by the Avon Branch of the Library.

6. In the event that the Library shall consolidate with or transfer all of its assets to another public library system governed by the provisions of Ohio Revised Code Chapter 3375, the rights and obligations of the Library under this Agreement shall inure to and become the rights and obligations of the resulting public library system for the benefit of the branch or branches of the resulting public library system located in the City.

7. This Agreement will be effective from the date of its execution and shall continue to be effective throughout the duration of the Tax Levy, unless the voters of the City shall have failed to pass an operating tax levy for the current operating expenses of the Avon Branch of the Library between the date of this Agreement and March 15, 2016, in which case this Agreement will terminate on March 16, 2016.

This Agreement executed this ____ day of _____, 2015.

LORAIN PUBLIC LIBRARY

By: _____
President

By: _____
Fiscal Officer

CITY COUNCIL
CITY OF AVON
LORAIN COUNTY, OHIO

By: _____
Mayor

By: _____
Fiscal Officer

CERTIFICATE OF FISCAL OFFICER OF LORAIN PUBLIC LIBRARY

I, as the Fiscal Officer of the Board of Library Trustees of Lorain Public Library, Lorain County, Ohio, certify that the moneys required to meet the obligations of the Board of Library Trustees of the Lorain Public Library during the year 2015 under the attached Agreement have been lawfully appropriated by the Board of Library Trustees of the Lorain Public Library for that purpose and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: 9/8, 2015


Fiscal Officer
Board of Library Trustees of the
Lorain Public Library

CERTIFICATE OF FISCAL OFFICER OF CITY OF AVON, OHIO

I, as the Fiscal Officer of the City of Avon, Lorain County, Ohio, certify that the moneys required to meet the obligations of City during the year 2015 under the attached Agreement have been lawfully appropriated by the City Council of the City for that purpose and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: _____, 2015

Finance Director
City of Avon
Lorain County, Ohio