

AGREEMENT

This Agreement is between The Mid-Hudson Library System, located at 103 Market Street, Poughkeepsie, New York 12601, hereinafter referred to as the MHLS, and the Town of Union Vale, located at 249 Duncan Road, LaGrangeville, New York 12540, hereinafter referred to as the TOWN.

WHEREAS, the MHLS and the TOWN have agreed to affiliate for the purpose of paying for public library services to residents of the TOWN; and

WHEREAS, the TOWN does not provide public library services to their residents and public library services are provided to the residents of the TOWN by member libraries of the MHLS, in particular the Beekman, Millbrook Free, LaGrange Association, and Dover Plains Libraries; and

WHEREAS, the MHLS and the TOWN desire for residents of the TOWN to enjoy the full, direct and on-site access provided by member libraries of the MHLS without restrictions based on residency;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The term of this Agreement shall commence on January 1, 2012 and end close of business on December 31, 2012. This Agreement, however, may be extended for one-year successive periods upon mutual, written consent of both parties.
2. The TOWN shall pledge \$25,000 to the MHLS for the term of this Agreement. Such monies shall be paid to the MHLS in the first quarter of 2012 and within thirty (30) days of receipt of such monies, the MHLS will distribute the funds to the libraries within the Town including Beekman, Millbrook Free, LaGrange Association and Dover Plains libraries accordingly, based on the formula enumerated in Schedule A, annexed hereto.
3. The TOWN acknowledges that the amount of support pledged by MHLS is subject to change and may not be the amount promised in future years should the parties agree to renew this Agreement for successive one-year periods. The TOWN acknowledges that the amount pledged is below the minimum level of support expected for the services received by the Town's residents.
4. The TOWN hereby agrees to defend, indemnify, and save harmless the MHLS from and against any and all liability, loss, damage, suit, claim, demand, costs, attorney's fees, and expenses of whatever kind or nature which the MHLS might incur, suffer or be required to pay by reason of the intentional or negligent act or omission of the TOWN, its agents, employees or contractors with respect to the rendering of services pursuant to this Agreement. The MHLS hereby agrees to defend, indemnify, and save harmless the

TOWN from and against any and all liability, loss, damage, suit, claim, demand, costs, attorney's fees, and expenses of whatever kind or nature which the TOWN might incur, suffer or be required to pay by reason of the intentional or negligent act or omission of the MHLS, its agents, employees or contractors with respect to the rendering of services pursuant to this Agreement. This provision shall survive termination of this Agreement.

5. The parties agree not to assign, transfer, convey, or otherwise dispose of this Agreement or any of its contents, or its right title, or interest therein, or of its power to execute such contract to any other person, corporation, agency, or other entity.
6. This Agreement is the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, expressed or implied, not incorporated into this Agreement are superseded. This Agreement may not be amended, modified or supplemented in any way, except in writing, dated, and signed by authorized representatives of both parties.
7. In the event either party wishes to terminate this Agreement, it shall give thirty (30) days written notice of intention to cancel the Agreement.
8. If, for any reason, any provision of this Agreement is held unenforceable, all of the other provisions of this Agreement will remain in full force and effect, and the unenforceable provision shall be replaced by a mutually acceptable and enforceable provision in accordance with the parties' original intent.
9. Claims, disputes, or other matters in question between the parties to this Agreement, arising out of or relating to the Agreement or breach thereof, shall be subject to and decided in accordance with the laws of the State of New York, and any such claims or causes arising out of or in connection with the Agreement shall be commenced in Supreme Court of the State of New York in Dutchess County.

The signatures affixed to this Agreement reflect the willingness and ability of the parties to abide by the terms contained herein.

THE MID-HUDSON LIBRARY SYSTEM

BY: _____

TITLE: _____

DATE: _____

TOWN OF UNION VALE

BY: _____

TITLE: _____

DATE: _____

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2012 Agreement between The Mid-Hudson Library System and the Town of Union Vale

DISTRIBUTION SCHEDULE

Libraries	Distribution Based on Circulation	Distribution Based on Patrons	Total Distribution
Beekman Library	\$7,698.02	\$2,561.77	\$10,259.79
Dover Plains Library Association	\$106.71	\$399.71	\$506.42
LaGrange Association Library	\$5,548.38	\$2,274.71	\$7,823.09
Millbrook Free Library	\$4,146.89	\$2,263.81	\$6,410.70
TOTALS	\$17,500	\$7,500	\$25,000

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