

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 fall within the service area of a chartered public library and public library services for residents of the TOWN are provided 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 agree to insure that no resident of the system will be excluded from direct or on-site access to the resources of any of the system's member libraries on the basis of age, cultural, economic or civic status; and

WHEREAS, the TOWN is authorized to enter into a contract for library services for TOWN residents with MHLS pursuant to the provisions of Education Law Section 256;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The term of this Agreement shall commence on May 1, 2015, and end close of business on December 31, 2015. This Agreement, however, may be extended for successive one-year periods upon mutual, written consent of both parties. The TOWN and MHLS acknowledge that the amount of support pledged to MHLS by the TOWN is subject to change based upon budgetary appropriations from fiscal year to fiscal year.
2. The TOWN shall pledge \$30,000 to the MHLS for the term of this Agreement. Such monies shall be paid to the MHLS on or before June 1, 2015, and within thirty (30) days of receipt of such monies, the MHLS will distribute the funds to the Beekman Library, the Dover Plains Library, the Millbrook Free Library, and the LaGrange Association Library accordingly, based on the formula enumerated in Schedule A, annexed hereto.
3. Residents of the TOWN shall be entitled to obtain a library card from MHLS member libraries without charge and shall be authorized to utilize the library services of the MHLS under the terms and conditions of the *Mid-Hudson Library System Direct Access Plan* except as modified by this Agreement.
4. The TOWN acknowledges the amount pledged is below the median local funding expended by municipalities to provide area residents with public library services, therefore, a set of exceptions to services, as authorized by the *Mid-Hudson Library System Direct Access Plan* will be in effect for residents of the TOWN. The following exceptions are limited to library resources purchased or supplied with local funds only:
 - a. MHLS member libraries may give preference to the residents of their taxing district for attendance at library programs.

- b. MHLS member libraries may give preference to the residents of their taxing district for the use of computers and Internet resources.
 - c. MHLS member libraries may restrict the loan of special, experimental or pilot collections or services purchased with local funds to the residents of the Town of Union Vale (such as museum passes, eBook readers, equipment, and electronic content), in compliance with Mid-Hudson Resource Sharing Standards.
 - d. MHLS member libraries may restrict the loan of non-print materials (e.g., DVDs CDs, video games, etc) to the residents of the Town of Union Vale.
5. 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.
6. 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.
7. 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.
8. In the event either party wishes to terminate this Agreement, it shall give thirty (30) days written notice of intention to cancel the Agreement; in the event of a termination of this agreement, the amount of payment set forth in paragraph 2 shall be refunded to the TOWN prorated from the date of termination to the end of the term of this Agreement.
9. 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.
10. 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 lawsuit regarding such claims or causes arising out of or in connection with the Agreement shall be venued in the 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: Tom Sloan

TITLE: MHLS Executive Director

DATE: Aug. 3, 2015

TOWN OF UNION VALE

BY: Rivette Hitsman

TITLE: Supervisor

DATE: 8.4.2015

Schedule A

2015 Agreement between the Mid-Hudson Library System and the Town of Union Vale

Distribution Schedule Based on Circulation – 3 Year Average

Library	% of Circulation to Union Vale Resident	Distribution of Union Vale Funds
Beekman	36%	\$10,800
Dover Plains	7%	\$2,100
LaGrange	31%	\$9,300
Millbrook	26%	\$7,800
TOTAL	100%	\$30,000