

AGREEMENT FOR PUBLIC LIBRARY SYSTEM FUNDING

This Agreement ("Agreement") is made by and between the Mid-Hudson Library System, with offices at 103 Market Street, Poughkeepsie, New York 12601 (hereinafter the "MHLS"), and the Town of Union Vale, with offices at 249 Duncan Road, LaGrangeville, New York 12540 (hereinafter the "TOWN").

WHEREAS, MHLS is a cooperative public library system chartered by the New York State Board of Regents pursuant to the provisions of section 255 of the Education Law, serving the counties of Columbia, Dutchess, Greene and Putnam, and a portion of the county of Ulster; and

WHEREAS, the Town of Union Vale is located within Dutchess County, so is within the area served by the MHLS; and

WHEREAS, MHLS receives funding from the State of New York pursuant to Education Laws § 273; and

WHEREAS, the New York State Commissioner of Education has approved the Mid-Hudson Library System Direct Access Plan ("Direct Access Plan"), in effect until December 31, 2021; and

WHEREAS, residents of the TOWN obtain public library services from member libraries of the MHLS, in particular the Beckman, Millbrook, LaGrange Association, and Dover Plains Libraries; and

WHEREAS, the TOWN does not fall within the chartered service area of a member library of the MHLS, and residents of the TOWN who are MHLS cardholders or cardholders at a library within MHLS are considered to be "non-resident borrowers" as such term is defined under 8 NYCRR § 90.3(a)(6) and the Direct Access Plan; and

WHEREAS, excessive use of the resources of a member library by non-resident borrowers may cause serious inequities and hardships upon resident borrowers of a member library; and

WHEREAS, the Town Board on behalf of the TOWN desires to enter into a contract to make a financial contribution to the MHLS to address inequities and hardships that may result from the use of library resources by TOWN residents; 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; and

WHEREAS, the MHLS and the TOWN agree to ensure 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;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The term of this Agreement shall be for one year commencing on January 1, 2019, and ending on December 31, 2019.
2. The TOWN shall provide \$76,407 in funding to the MHLS for calendar year 2019.

3. Notwithstanding the terms of paragraph 2, nothing in this Agreement shall be construed to conflict with or limit the TOWN's obligation to comply with the provisions of Education Law § 259(1)(b)(1).
4. The TOWN shall make the annual payment referenced in paragraph 2 above in one lump sum on or before March 1, 2019. The TOWN agrees to pay late payment charges of one percent (1%) per month, to the extent permitted by law.
5. Within thirty (30) days of receipt of the annual payment, MHLS will distribute the funds to the Beekman Library, the Dover Plains Library, the Millbrook Library, and the LaGrange Association Library pro-rata based on each library's prior three year average of circulation to TOWN residents.
6. Residents of the TOWN, as residents of the MHLS, shall be entitled to obtain a library card from the MHLS or one of its member libraries without charge and shall be authorized to utilize the library services of the MHLS as permitted under the terms and conditions of the Direct Access Plan or any subsequent direct access plan that may be in effect during the term of this Agreement.
7. The TOWN acknowledges and agrees that under the terms of the current Direct Access Plan and any subsequent direct access plan that may be in effect during the term of this Agreement, MHLS member libraries may impose the following restrictions on access to library resources purchased or supplied with local funds:
 - 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 their taxing district, (such as museum passes, eBook readers, equipment, and electronic content), in compliance with Mid-Hudson Resource Sharing Standards.
8. MHLS agrees that effective three business days after receipt by MHLS of the annual payment of \$76,407 required under paragraph 2 above, and through the remainder of the term of this Agreement (provided that the TOWN timely fulfills the payment obligation set forth in paragraphs 2 and 4 of this Agreement), MHLS will not impose restrictions on or authorize restrictions by member libraries on the loan of non-print materials and equipment, and printed materials less than one-year-old, including fiction and nonfiction books and periodicals, on the basis of residency in Union Vale.
9. 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.

- 10. 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.
- 11. 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.
- 12. 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.
- 13. The Supervisor of the TOWN has been duly authorized by the Board of the TOWN to execute this Agreement on behalf of the TOWN.
- 14. ~~15.~~ **TIME IS OF THE ESSENCE AS TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT AS FOLLOWS.** This Agreement must be fully executed, with copies provided to each party, no later than September 25, 2018, or the Agreement shall have no effect. Copies of the fully executed Agreement provided electronically to a party shall be deemed originals for purposes of meeting this deadline. A fully executed original of the Agreement shall also be provided to each party and this may occur after this deadline.

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: *Richard Smith*
 TITLE: Executive Director of the Mid-Hudson Library System
 DATE: 9/20/2018

TOWN OF UNION VALE
 BY: *Jeremy C. Moas*
 TITLE: Supervisor of the Town of Union Vale
 DATE: 9/24/2018