

## AGREEMENT

This agreement (the “Agreement”), made as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Croton Free Library, an association library located at 171 Cleveland Drive, Croton-on-Hudson, New York (the “Library”), and the Village of Croton-on-Hudson, a municipal corporation, with its principal office located at 1 Van Wyck Street, Croton-on-Hudson, New York, (the “Village”).

## WITNESSETH

WHEREAS, the Village and Library have had a longstanding relationship throughout the years; and

WHEREAS, it is the desire of the Village and Library to continue to work collaboratively for the joint benefit of their taxpayers; and

WHEREAS, the Library provides many benefits to the taxpayers of the Village and the Village therefore desires to assist the Library and provide certain services for the benefit of the Library in exchange for the services provided by the Library.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

### 1. Maintenance of Facilities

1.1. The Village hereby agrees to provide snow removal services to the Library at the property owned by the Library at 171 Cleveland Drive, Croton-on-Hudson, NY. These services shall include the plowing and salting of the driveway and parking lot areas. Snow and ice removal at all other areas of the Library property not mentioned above shall be the responsibility of the Library.

### 2. Use of Equipment

2.1. Upon request by the Library Director, the Village shall make available the use of Village equipment, and, where required, Village employees or contractors to operate such equipment, for the performance of non-routine maintenance work. Such equipment shall include, but not be limited to, the use of the sewer vacuum truck and the use of the street sweeper vehicle. Such use shall be contingent upon the approval of the Superintendent of Public Works, or, in the absence of the Superintendent of Public Works, the General Foreman and shall be coordinated with the Superintendent or the General Foreman.

2.2. The Library agrees to reimburse the Village for any labor costs resulting from the use of equipment outlined in Section 2.1. Such reimbursement shall include the cost of an employee’s fringe benefits. Payment shall be made to the Village within 30 days of the receipt of an invoice.

### 3. Use of Facilities

- 3.1. Both parties agree to make their facilities available for use by the other party for meetings, classes, programs and events free of charge. Such usage shall include, but is not limited to, board and committee meetings, recreational and library programs and lectures. Subject to the rules, regulations and policies of those facilities.
- 3.2. Usage of such facility shall be requested at least one week in advance to the Library Director, Village Manager or their designees. Approval of such request shall not be unreasonably withheld if space in the facility is available and such requests conforms to the room-use policy or rules of each facility, except as stated herein.

### 4. Term

- 4.1. The term of the Agreement shall be for a period of five years. The Village and Library shall begin discussing the renewal of this Agreement 90 days prior to its expiration date.

### 5. Indemnification

- 5.1. Each party (the “Indemnifying Party”) hereby agrees to release, defend, indemnify, and save harmless, the other party (the “Indemnified Party”) and its respective officers, directors, trustees, contractors, volunteers, agents, and employees, from and against any and all liability (statutory or otherwise), claims, suits, demands, damages, judgments, costs, interest and expenses (including but not limited to, attorneys’ fees and disbursements incurred in the defense of any action or proceeding), arising out of or in connection with any breach of this agreement by the Indemnifying Party, and/or all losses, claims, actions and damages suffered by any person or entity by reason of or resulting from any breach of this agreement by the Indemnifying Party, or arising from any act, omission, or negligence of the Indemnifying party or any of said party’s officers, directors, agents, volunteers, contractors, employees, subtenants, licensees, or invitees, unless caused by the Indemnified Party’s negligence or willful misconduct. Further, it is expressly understood that such indemnity shall not be limited by reason of enumeration of any insurance coverage provided.

### 6. Insurance

- 6.1. Each party shall provide the other with a certificate of insurance with respect to their general liability policies naming each other as an additional insured in accordance with the requirements outlined in Appendix A of this Agreement.

### 7. Termination

- 7.1. Either party shall have the ability to terminate the Agreement at any time upon 30 days’ notice to the other party.

8. Notices

8.1. Except as otherwise in this license specifically provided, a notice or communication which either party is required to give to the other shall be in writing by personal delivery or by U.S. Mail, addressed to the other at the address set forth below:

To the Village:

Village Manager  
Village of Croton-on-Hudson  
1 Van Wyck Street  
Croton-on-Hudson, New York 10520

To the Library:

Library Director  
Croton Free Library  
171 Cleveland Drive  
Croton-on-Hudson, New York 10520

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

VILLAGE OF CROTON-ON-HUDSON

CROTON FREE LIBRARY

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title: