

AGREEMENT

AGREEMENT made this 10th day of November 2022 by and between

TOWN OF MARILLA
1740 Two Rod Road
Marilla, New York 14102

hereinafter referred to as the "TOWN", and

MARILLA FREE LIBRARY
11637 Bullis Road
Marilla, New York 14102

hereinafter referred to as the "ORGANIZATION".

WHEREAS, the Organization is furnishing services for the public benefit of the residents of the Town, including: sponsoring, implementing and providing a cultural and recreation program by providing free library services, conducting reading workshops for youth, facilitating cultural development, promoting literary arts and providing public meeting rooms for other cultural and educational organizations, and the library, (organization) provides, maintains a safe, welcoming and pleasant environment.

WHEREAS, the Town Board of the Town of Marilla, pursuant to the authority granted to it has appropriated the sum of TWENTY FIVE THOUSAND DOLLARS and 00/100 (\$25,000.00) to the Organization to provide such services for the benefit of the residents of the Town for the 2023 calendar year,

NOW THEREFORE, in consideration of the promises mutually made and contained herein, the parties do hereby agree as follows:

1. **SERVICES:** The organization agrees to maintain and provide the services enumerated above for the public benefit of the residents of the Town for the 2023 calendar year. The Organization shall apply funds received from the Town under this contract only to provision of the services specified herein and no funds granted under this contract shall be applied to any purpose other than that which is provided in this Agreement.

2. **PAYMENT:** In consideration for such services, the Town agrees to pay to the Organization, subject to the terms and conditions contained herein the sum of TWENTY-FIVE THOUSAND DOLLARS and 00/100 (\$25,000.00) upon execution of this agreement.

3. This contract shall be deemed executory only to the extent of monies available to the Town for the performance of the terms hereof and appropriated by the Town Board, now or in the future, and no liability on account thereof shall be incurred by the Town beyond such monies.

4. RECORDS/ACCOUNTS: The Organization agrees to keep, and upon request, make available to the Town, its financial and other records of the funds paid to it and the services performed by it hereunder. The Organization agrees to furnish accounts of its disbursements of the funds paid to it by the Town, verified by invoices or such other detail as may be required by the auditor for the Town. The Organization agrees to furnish to the Town any independent auditor's report made for it or for another, and available to it which reflects the receipt and use of funds to it hereunder within sixty (60) days after receipt of the report.

5. AUDIT: Any expenditures of funds paid to it by the Town and determined by audit to be inappropriate with the purpose stated herein shall be disallowed and subject to refund. The Town agrees that no refund shall be sought for any expenditure made at the request of the Town or which had been previously reviewed by an official or officials of the Town, acting with apparent authority to determine the appropriateness of the expenditure and believed at the time to be appropriate.

6. REFUND: The Organization agrees to refund to the Town any unused amount of money paid to it hereunder unencumbered by any current operating expenses. In the event the unencumbered revenue of the Organization exceeds its expenses for the Organization's fiscal year, the amount refunded by the Organization to the Town under the provisions of this paragraph shall be that part of the surplus which bears the same ratio to the total surplus as the amount actually paid to the Organization by the Town bears to the total revenue of the Organization. Upon a showing that such a refund would cause hardship to the Organization, the Town Board may authorize the Organization to retain any funds which it would otherwise be required to refund to the Town under this paragraph if the Town Board determines that such retention is in the public interest and is consistent with the purpose and intent of this Agreement.

7. INDEMNIFICATION AND RELEASE: The Organization agrees to hold the Town harmless from any liability as a result of its activities, including activities in furtherance or execution of the purposes stated herein, and to maintain insurance throughout the term of this Agreement in an amount sufficient to indemnify the Town for all losses resulting from claims, demands, suits or judgments for bodily injury or property damage arising out of the performance of the Organization's obligations under this Agreement with the Town named as an additional insured. Upon a showing that the acquisition or maintenance of insurance coverage as required by this paragraph would cause an undue hardship to the Organization, the Town Board may, in the public interest, and consistent with the purpose and intent of this Agreement, waive such requirement or request other security in lieu thereof.

8. APPLICABLE LAWS: The Organization agrees to comply with all applicable laws of the State of New York and the United States, including laws against discrimination, and with all rules and regulations of pertinent authorities having jurisdiction.

9. VERIFICATION: The Organization shall be fully accountable for its performance under this contract and it and its officers agree to answer all questions relative to the performance hereof, and to any transaction, act or omission, had, done or omitted in connection herewith if called before any judicial, town, state or federal agency or body empowered to investigate this contract or its performance. The Organization shall within one hundred twenty (120) days after the close of the Organization's fiscal year submit to the Town a report of its activities for the preceding year.

10. ASSIGNMENT: Neither this contract nor any rights or obligations hereunder may be assigned by the Organization without the express written consent of the Town.

This Agreement is made and executed pursuant to a resolution adopted by the Town Board of the Town of Marilla on November 10, 2022

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

TOWN OF MARILLA

By Earl Gingerich Jr. 8/31/23

Earl Gingerich Jr., Supervisor

Marilla Free Library.

By _____
Rachelle Walker, President