

MEMORANDUM of UNDERSTANDING

THIS AGREEMENT is dated this ___ day of November, 2022, by and between the Town of Ticonderoga, a municipal corporation with a business address at 132 Montcalm Street, Ticonderoga, New York 12883 (hereinafter “TOWN”), and the Black Watch Memorial Library, a municipal library with a business address at 99 Montcalm Street, Ticonderoga, NY 12883 (hereinafter “LIBRARY”), witnesses the following:

WHEREAS, the LIBRARY is chartered under the name Ticonderoga Black Watch Memorial Library by the New York State Board of Regents and operated by a Board of Trustees (hereinafter “BOARD”) which oversees Library Board composition, voting guidelines; meeting schedules, hours of operation, internal budget and planning, staff assignment, staff evaluations, and other aspects of operation, and which operates within the Black Watch Memorial Library By-Laws; and

WHEREAS, the LIBRARY and associated facilities are the property of the TOWN which employs a number of library staff subject to town policy and procedure, including the Town of Ticonderoga Employee Handbook and associated policies; and

WHEREAS, the TOWN and LIBRARY seek to establish clear roles and responsibilities for both the efficient operation of both organizations and their respective staff; and

NOW THEREFORE, by virtue of this agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Hours of Operation: The hours of operation are as follows. These may be adjusted with the authority of the BOARD with notification to the TOWN:

Sunday: CLOSED

Monday: CLOSED

Tuesday: 10:00 AM – 7:00 PM

Wednesday: 10:00 AM – 5 PM

Thursday: 10:00 AM – 5 PM

Friday: 10:00 AM – 5 PM

Saturday: 10:00 AM – 3 PM

2. Library Closing: The BOARD determines open and closing times. The LIBRARY will communicate all closings outside normal operating hours to the TOWN within a reasonable time so that the TOWN may inform the public.

- a. Emergency Closing: Emergency closing may occur due to adverse weather conditions (existing or predicted), emergency situations, or staffing issues.
- b. Monday Holiday Closing: The LIBRARY will close on Tuesday for holidays occurring or celebrated on a Monday when the library is normally closed. Full-time library staff will be paid based on the number of hours that would have been worked for that Tuesday.
- c. Weekend Holiday Closing (Saturday): The LIBRARY will close on a Saturday for holidays occurring on a Saturday when the library is normally open. Full-time library staff will be paid based on the number of hours that would have been worked for that Saturday.
- d. Weekend Holiday Closing (Sunday): The LIBRARY will close on Tuesday for holidays occurring on a Sunday when the library is normally closed on Sunday and Monday. Full-time library staff will be paid based on the number of hours that would have been worked for that Tuesday.
- e. Other Closing: It should be noted that library staff are public employees and are paid by the public to be available in their respective offices and on the job unless extenuating circumstances prevail. Therefore, closing outside normal operating hours may require full-time library staff to submit leave requests to the TOWN for approval and may result in the mandatory use of leave.

3. Closing Notification Process: In the event library closure is required, the LIBRARY will notify the TOWN using the following guidance:

- a. Library Manager will inform Town Clerk, Town Supervisor, BOARD President, and Town Board representative to the BOARD.
- b. Library Manager will post the closure on the Library's Facebook page and when possible, post notice on both library doors or otherwise complete notification as current operating procedures dictate.
- c. Town Clerk or delegate will inform community using Everbridge if time permits, and logistics allow.
- d. TOWN will inform community using social media and town website.

4. Library Budget: The TOWN develops and adopts the Town of Ticonderoga annual budget which includes the annual library appropriation. Upon request by the TOWN, the Library Manager or delegate will provide the library budget request to the TOWN. Other internal budgeting matters are at the discretion of the BOARD.

5. Library Manager Hours: The Library Manager will work a 35-hour work week each week of the 2-week pay period (Sunday – Saturday). The TOWN agrees that adherence to this work schedule will entitle the Library Manager to fulltime benefits. Working hours outside the 35-hour work week requires coordination with the BOARD and approval by the TOWN (Town Supervisor) as follows:

- a) The BOARD has authority to set all staffing hours for the LIBRARY. This authority includes hours during and outside normal operating hours. Assignment must comply with this Agreement and with TOWN restrictions and guidance for town staff.
- b) Exceeding 35 hours/week but less than 40 hours/week: Employee is paid at normal rate for those additional hours.
- c) Exceeding 40 hours/week: Constitutes overtime. Employee will be paid at one and one-half times their hourly rate for the number of approved overtime hours worked.

d) Less than 35 hours/week: Requires the use of vacation, sick, or personal leave to supplement the difference in accordance with the Town of Ticonderoga Employee Handbook policy.

6. This agreement has been duly authorized by resolution adopted by the Town Board of the Town of Ticonderoga.

7. Any notice or other communication (“notice”) required or permitted under this Agreement must be provided in writing and sent by email or certified mail, return receipt requested to the addressee’s designated address above. A notice will be deemed “provided” three (3) business days after it is emailed or mailed. A party may designate a substitute address by giving notice pursuant to this section.

8. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

9. If any clause, sentence, paragraph, subdivision, section, or part of this Agreement or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this Agreement, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

10. A waiver of any provision of this Agreement by any party shall not prevent any party from enforcing that provision or any other provision hereof.

11. All questions concerning the construction, validity and interpretation of this Agreement, and the performance of the obligations imposed by this Agreement, shall be governed by the law of the State of New York.

12. The parties acknowledge that it has the power to execute, deliver and perform this Agreement. The execution, delivery, and performance of this Agreement by the parties has been duly authorized.

13. Any litigation regarding this Agreement shall be brought in a court located in Essex County, New York.

14. This Agreement constitutes the complete and exclusive statement of the agreement among the parties. It supersedes all prior written and oral statements. This Agreement may not be amended except by written instrument signed by all the parties.

15. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties have caused this contract to be executed by their duly authorized officers as of the day and year first written above.

Town of Ticonderoga

Library Board of Trustees

Mark A. Wright, Supervisor

Steve Boyce, President

EXHIBIT A
TOWN BOARD RESOLUTION