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TOWN OF WEST SENECA

TOWN SUPERVISOR  
SHEILA M. MEEGAN  
TOWN COUNCIL  
EUGENE P. HART  
WILLIAM P. HANLEY, JR.

To: The Honorable Town Board

From: John J. Fenz, Esq.  
Town Attorney

Date: August 9, 2018

Re: Facilities Use Memorandum of Understanding  
West Seneca Public Library

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Kindly adopt a resolution authorizing the Supervisor to execute the attached Facilities Use Memorandum of Understanding for the West Seneca Community and Library with the West Seneca Public Library.

**FACILITIES USE**  
**MEMORANDUM OF UNDERSTANDING**

This is a Memorandum of Understanding (“MOU”) executed on the \_\_\_ day of \_\_\_\_\_, 2018, to be effective \_\_\_\_\_, 2018, by and between the Town of West Seneca, with offices located at 1250 Union Road, West Seneca New York (the “Town”) and the West Seneca Public Library (the “Library”) with offices located at 1300 Union Road, West Seneca, New York (collectively, the “Parties”).

WHEREAS, the Town and the Library share a mission to optimize educational and recreational resources for the citizens of the Town; and

WHEREAS, the Town provides facilities to the Library in exchange for the Library providing on-site operational programming; and,

WHEREAS, the Library desires to increase its resources and facilities to promote its programming throughout the municipality and the County of Erie; and

WHEREAS, the Town renovated the existing library structure at 1300 Union Road, West Seneca, New York to increase resources for the community, including but not limited to: a library; a children’s library; a maker space; storage and a community program room; and

WHEREAS, in light of their respective goals to promote education and recreation throughout the municipality, the Town and the Library desire to formalize a partnership to memorialize the legal availability of these resources; and

NOW THEREFORE, upon the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Town shall continue to provide certain facilities to the Library in exchange for the Library providing onsite programming.

2. The Library shall have exclusive use and control to those areas listed in **Schedule A** as: Library, Director’s Office, Friends Office, Work Room, Staff Break, Sr. Clerk Office, Study 1 through 5, Library Storage, Maker Space and Children’s Library (the “Library Facilities”) as well as the Community Program Room, Conference 107A, Storage 108, and Utility Room 108B ( the “Community Room”). In addition to those individuals designated by the Town, the Director of the Library shall be entitled to possess any and all keys which would grant access to the Library Facilities.

3. The Town of West Seneca requires the use of the are listed in Schedule A as the Community Room in order to perform and provide required town services. Therefore, the Town and Library shall coordinate any and all uses of the Community Room based on the following terms:

a.) For purposes of scheduling uses by the Town, the Library and prospective community groups, the Town shall create an email address and calendar to which the Library will be granted full and unimpeded access (the “Shared Calendar”). It is intended that the email address shall be the central repository for any and all requests to use the Community Room and only those requests which are sent to the email address shall be honored.

b.) The Town shall have priority to use the Community Room at those times when a Town Board Meeting, Planning Board Meeting or Zoning Board of Appeals Meeting as scheduled at the organizational meeting of the Town held in January of each calendar year. Thereafter, all other uses for the Community Room shall be on a first-come first-served basis.

c.) Upon receiving a request from a third-party user for use of the Community Room, each of the respective parties shall instruct the requestor to send an email request to the Shared Calendar. Upon receipt, and provided there is not a conflict with a scheduled use by the Town or Library, the party receiving the request shall note the tentative scheduled use of the Community Room on the Shared Calendar and such use shall be subject to the requirements set forth herein.

d.) Upon noting the tentative use, the party receiving the request shall inform the third-party user that to confirm their use the third-party user is required to enter into a license agreement with the Town to use the Community Program Room. A copy of the License Agreement is affixed hereto as **Schedule B**. The third-party user shall not be granted use of the Community Room until the License Agreement has been approved as to form by the Town Attorney.

e.) In the event simultaneous requests are received then preference shall be given to a group promoting programming of the West Seneca Public Library, thereafter, to a group which provides services to the West Seneca community.

f.) In addition to those individuals designated by the Town, the Director of the Library shall be entitled to possess any and all keys which would grant access to the Community Room.

g.) The Town shall be responsible for providing staff for the cleaning as well as the set-up and tear down of furniture utilized by any group conducting a function in the Community Room. There shall be no charge to the Library for providing these services. Third-party users utilizing the Community Room may be charged for cleaning, set-up and tear down of the at the then applicable town rates.

4. When using the Library Facilities and Community Room, the Library agrees to comply with all applicable state, federal or local laws and regulations, and with any policies and regulations of the District pertaining to the use and occupancy of the Library Facilities and Community Room.

5. The Parties agree and understand that this MOU will be binding upon the Parties and their respective agents for a period of ten (10) years following its execution, and shall be automatically renewed for a term of ten (10) years upon the mutual written consent of the Parties.

6. The Parties shall work in harmony with one another to ensure that their respective use shall not directly interfere with the other's.

7. The Library agrees to indemnify and hold harmless the Town from any and all liability, damages, expenses, causes of action, suits, judgments and claims of any nature arising out of or in any manner connected with injury to persons or property which results from the Library's use and access of the Library Facilities and Community Room, only to the extent that such liability, damages, expenses, causes of action, suits, judgments and claims do not arise out of the Town's negligence. The Library shall maintain insurance with combined single limit coverage of at least one million dollars (\$1,000,000.00) per occurrence, and at least three million dollars (\$3,000,000.00) in the aggregate, naming the Town as an additional insured.

8. The parties agree that the Library shall have the right to accept donations within the guidelines of the Buffalo and Erie County Public Library System for the benefit of providing library services. The Library shall also have the right to recognize the generosity of donors by erecting placards or other forms notice within the areas under the exclusive control of the West Seneca Library during the term of this MOU Agreement.

8. Each of the Parties acknowledges that it is not an agent for the other, and the Parties will not make any such assertions. In the event any provision of this MOU is determined to be invalid or unenforceable, the remainder shall remain in force as if such provision were not a part. This MOU sets forth the entire understanding between the Parties and may be amended solely upon the written mutual agreement of the Parties.

**TOWN OF WEST SENECA**

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By: Sheila Meegan, Supervisor  
Dated:

**WEST SENECA PUBLIC LIBRARY**

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By: William R. Josefiak  
Dated: