

AGREEMENT

THIS AGREEMENT, made this **25th** day of **April, 2022**, by and between **MONROE COUNTY LIBRARY SYSTEM**, a public library system established by the Board of Supervisors and chartered by the Board of Regents of the University of the State of New York, with offices at 115 South Avenue, Rochester, New York 14604, (hereinafter referred to as "**MCLS**"), and **Patricia Uttaro**, with an address of **36 Alger Drive, Rochester NY 14624**, (hereinafter referred to as the "**Director**").

WITNESSETH:

WHEREAS, the Director is an employee of the City of Rochester; and

WHEREAS, MCLS and RPL have entered into an agreement (the "**Agreement**") whereby MCLS annually pays RPL for one-third (1/3) of the administrative costs and expenses (the "**Admin Costs**"); and

WHEREAS, pursuant to the Agreement the Admin Costs will be used to pay a portion of the Director's salary allocated for her duties to MCLS; and

WHEREAS, the parties desire to memorialize their respective duties and obligations; and

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

A. The DIRECTOR shall:

- 1.) Serve as the chief administrative officer of MCLS and will oversee the operations of the MCLS including the supervision of the following staff working on MCLS matters whether those staff are employed by MCLS or RPL:
 - a. Senior Management staff; including but not limited to Finance Director, Personnel/Communications Director, and Assistant Library Directors;
 - b. Technology Systems staff;
 - c. MCLS personnel; and
 - d. Any other employees or volunteers performing MCLS work;

- 2.) Oversee all MCLS financial matters, including but not limited to existing and future resources, expenditures, accounting, and operation of MCLS under the financial conditions set forth in the annual budget;
- 3.) Schedule and coordinate regular MCLS Board meetings and prepare minutes for each such meeting;
- 4.) Coordinate with RPL any mutual duties, responsibilities, and obligations whenever possible;
- 5.) Provide administrative services necessary to fulfill MCLS responsibilities to its member libraries in all matters of library management, programs, and services and shall promote resource-sharing and operational economies in accordance with mutually agreed upon contractual obligations and legal requirements;
- 6.) Serve as liaison with the government elected officials and personnel, including but not limited to those from Division of Library Development of the New York State Education Department, Monroe County, City of Rochester, Federal government;
- 7.) Keep MCLS informed of the applicable Federal, State, County and local laws, regulations and pending and proposed legislation related to libraries;
- 8.) Provide individual assistance and group training opportunities for MCLS staff and trustees;
- 9.) Recommend and help develop policies which are in compliance with applicable laws and regulations, to the MCLS Board;
- 10.) Implement and ensure MCLS policies and procedures are carried out in a timely manner and in compliance with applicable laws and regulations;
- 11.) Maintain official MCLS records in compliance with all applicable laws and regulations;
- 12.) Lead the development of a strategic plan for MCLS as well as the development of annual goals and plans to implement such a strategic plan;
- 13.) Maintain and foster relationships with the Friends & Foundation of the Rochester Public Library, cultural and educational institutions, the public, media, governmental entities, and other grantor agencies, foundations and funding sources in order to promote library services and increase awareness of libraries; and
- 14.) Oversee and participate in all required governmental activities and procedures to obtain funding and services from the County of Monroe and the City of Rochester, State of New York, and Federal government.

B. MCLS shall:

- 1.) Conduct a performance evaluation of the Director based upon the MCLS Board approved performance plan and then conduct through the MCLS Personnel Committee, a review of the Director's salary and benefits, all within eighteen (18) months from the commencement date of this Agreement;
- 2.) Within thirty (30) days of the aforementioned review, make written recommendations to the RPL Personnel Committee on the requested adjustments to the Director's salary and/or benefits;
- 3.) Participate, through the MCLS Personnel Committee, in joint sessions with the RPL Personnel Committee to formalize the Director's salary and benefits; and
- 4.) Recognize that the Director performs his or her duties subject to the requirements of and in accordance with the applicable City of Rochester employee policies and procedures set forth in the City of Rochester Code, all applicable publications, including but not limited to the Administrative, Professional & Technical Handbook (collectively the "Policies and Procedures"); and
- 5.) Neither expects nor causes the Director to act contrary to the Policies and Procedures or to impair the Director's ability to comply with the Policies and Procedures.

II. TERM OF CONTRACT

This Agreement shall commence on **January 1, 2022** and terminate on **December 31, 2024**. The parties may terminate this agreement prior to December 31, 2024 by written agreement, with the written consent of RPL. Termination of the Director for cause shall not be deemed a breach of this agreement by MCLS, as long as such termination is agreed to in writing by RPL.

III. PAYMENT FOR SERVICES

The parties agree and acknowledge that all payments for the Director's salary and benefits shall be through RPL. No payments shall be made by MCLS to the Director.

IV. AMENDMENT

The provisions of the Agreement may be waived or modified only by a written amendatory agreement approved by both parties.

V. ASSIGNMENT PROHIBITED

This Agreement or any of the rights granted hereunder may not be sublet, conveyed, transferred, assigned, mortgaged, pledged, or hypothecated, in whole or in part, by either party, nor shall any security interest be granted by either party, without the prior written consent of the other party.

VI. JURISDICTION

This Agreement shall be construed and enforced in accordance with federal laws and the laws of New York State without regard to the conflict of laws provision thereof. As a matter of convenience, this Agreement was prepared by MCLS. It shall not be construed for or against any party on that account. Each party hereby submits itself and its permitted assigns to the jurisdiction, including personal jurisdiction, of the Courts of New York in Monroe County.

VII. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

VIII. NON-ENFORCEMENT

In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent that party from enforcing each and every term of this Agreement thereafter.

IX. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided.

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

Monroe County Library System

By: _____
Name: Suzanne Stockman
Title: President

Name: Patricia Uttaro
Title: Library Director

[Acknowledgments on next page]

State of New York)
County of Monroe) ss:

On the 25th day of April in the year **2022** before me, the undersigned, a Notary Public in and for said State, personally appeared **Suzanne Stockman**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
County of Monroe) ss:

On the 25th day of **April** in the year **2022** before me, the undersigned, a Notary Public in and for said State, personally appeared **Patricia Uttaro**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signatures on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public