

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is an Agreement between the Woodbury Public Library (hereinafter referred to as “Library”), with offices located at 16 County Route 105, Highland Mills, New York 10930 and 23 Smith Clove Road, Central Valley, New York 10917 and The Town of Woodbury (hereinafter referred to as “Contractor”), with offices located at 615 Route 32, Highland Mills, New York 10930.

The purpose of this Agreement is as follows:

- I. To clarify the scope of the Contractor’s right to access the CCTV (surveillance camera) system placed within the Library buildings when certain specific incidents, described below, occur on Library property, which poses an imminent danger and/or articulable and significant threat to the health, welfare or safety of the persons on Library property.

This Agreement does not cover incidents that occur outside of the Library setting and/or which do not create an immediate and/or substantial disruption to the Library environment.

The parties agree as follows:

1. The Town shall place the CCTV (surveillance camera) system inside the buildings occupied by the Library.
2. The Library shall immediately report, by the most expeditious means possible, to the Contractor the occurrence of any of the following incidents on Library properties;
  - i. Active shooter situation;
  - ii. Library lockdown (not a drill);
  - iii. Intruder/hostage situation;
  - iv. Shelter-in-Place situation (not a drill);
  - v. Other articulable and immediate threat to health and safety of building occupants.
3. The Library may report to the Contractor the occurrence of any incident occurring on Library properties, deemed by the Library Director or their designee, to pose an imminent danger to and/or articulable and significant threat to the health, welfare and safety of the patrons, employees, and/or other persons or any other potential

criminal offense that may substantially affect the order or security of the Library or other persons or property.

4. When a situation exists that poses a significant threat to the health welfare or safety to patrons, or other persons, as described in paragraphs 2 and 3 of this Agreement, and there is an immediate need to avert or defuse the situation, the Library authorizes the Contractor to access the CCTV (surveillance camera) system, to the extent necessary to avert or defuse the situation.
5. The Contractor shall not be authorized to access the CCTV (surveillance camera) system without the consent of the Library Director in situations that do not pose an imminent danger and/or articulable and significant threat to the health welfare and safety to patrons, employees, and/or other persons, as described in paragraph 2 and 3 of this Agreement.
6. The Contractor shall be allowed to access the CCTV (surveillance camera) system periodically, upon consent of the Library Director, in order to test its ability to access the Library's computer system and database in the event of an emergency situation as referenced in this Agreement. The Contractor shall provide the Library with no less than 48 hours' written notice that it will be conducting a test of the system, and the Library shall have the right to withhold its consent for the Contractor to conduct the test, or to re-schedule the date of the test as the Library sees fit.
7. None of the signatories to this Agreement may assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other signatories to this Agreement.
8. The terms and conditions of this Agreement may only be modified by a written Agreement signed by both parties hereto. Any notice, whether it is for an amendment or modification of this Agreement or the termination thereof, must be in writing to the other party appearing as a signatory hereto, or the designee or successor thereof.
9. The Contractor acknowledges that CCTV surveillance footage that records personally identifiable details regarding patron specific use of Library services, which footage is archived and stored by the Contractor may, in some circumstances, constitute a Library record protected from disclosure under New York Civil Practice Laws and Rules ("CPLR"), § 4509. To the extent such recorded and stored footage constitutes a Library record protection under

CPLR, § 4509, Contractor shall keep any such discovered Library records confidential and shall not disclose those records unless in compliance with CPLR. § 4509.

- 10. This Memorandum of Agreement shall be effective when executed by both parties and through the \_\_\_\_ day of \_\_\_\_\_, 2022, and it shall thereafter be extended from year to year thereafter unless terminated. This Memorandum of Agreement may be terminated by either party upon notice given to the other.
  
- 11. Contractor shall defend, indemnify and hold harmless the Library, its officers, employees and agents from and against any and all suits, judgments, claims, damages, losses or expense arising out of or relating to the performance of the Contractor's services under this Agreement.
  
- 12. This Agreement is subject to the approval of the Woodbury Public Library Board of Trustees and the governing board of the Town of Woodbury.

The signatures below acknowledge each of the party's approval of the terms included in this Agreement.

Woodbury Public Library

By: \_\_\_\_\_

The Town of Woodbury

By: \_\_\_\_\_

Date: \_\_\_\_\_