

**LIBRARY SERVICES AGREEMENT
BETWEEN
EASTERN SHORE PUBLIC LIBRARY SYSTEM
AND
THE TOWN OF CAPE CHARLES, VIRGINIA**

This Library Services Agreement (this “Agreement”) is made as of xxxxxxxx, 2018 between the Eastern Shore Public Library System (“ESPL”) and the Town of Cape Charles, Virginia (“Cape Charles”).

RECITALS

ESPL is the regional library system serving Accomack County, Virginia and Northampton County, Virginia. ESPL is political subdivision of the Library of Virginia and complies with Commonwealth of Virginia regulations regarding library services. Cape Charles, through the Cape Charles Memorial Library (“CCML”), formerly known as the Northampton Memorial Library, provides library services at Cape Charles, Virginia. Both libraries were formed under Virginia law 42.1-33 and the Town of Cape Charles is authorized under Virginia law 42.1-34 to enter into contractual agreement for library service. ESPL provides certain library services to CCML in the interest of serving the citizens of Cape Charles and southern Northampton County. ESPL and Cape Charles wish to set forth their agreement with respect to those services, acknowledging the needs of ESPL and CCML may change from time to time, and that this Agreement may be modified accordingly.

AGREEMENT

1. Services Provided by ESPL. So long as funding remains available from public and/or private sources, ESPL agrees that it will continue to:

(a) Lend books and other library materials to patrons of CCML on the same terms as to its own patrons;

(b) Provide cataloging and book processing services for CCML books, and add such books to the system-wide online catalog which includes materials of ESPL, CCML, and the Chincoteague Island Library in Chincoteague, Virginia;

(c) Support the costs of the integrated online catalog computer system subscription;

(d) Support access to Library of Virginia electronic resources and include CCML in other electronic resources that may include language learning databases, e-books, literacy programs, etc.;

(e) Provide a permanent copy to CCML of each best-selling and local book of which ESPL purchases multiple copies;

(f) Provide courier service at least twice a week to deliver and pick-up materials shared among the Eastern Shore libraries and interlibrary loans;

(g) May from time-to-time purchase equipment for CCML and will maintain it and provide supplies;

(h) Furnish specialized libraries supplies such as library cards;

(i) Purchase fifteen (15) books per month selected by CCML;

(j) Provide CCML management Library of Virginia and professional information and some administrative services by acting as the liaison to the state library and provider of system services.

2. Library Facilities. Cape Charles will continue to own the building housing CCML. Cape Charles will pay for the costs of operating CCML, including, without limitation, utilities, mechanicals, security system, Internet and phone service, maintenance and insurance.

3. Furnishings. All furnishings, including shelving, tables, and chairs, are the property of CCML. Cape Charles will be responsible for insuring and maintaining these furnishings.

4. CCML Staff and Volunteers. Cape Charles, through CCML, will provide such staff and volunteers as may be necessary to provide library services to patrons at a minimum of 42 hours per week. CCML staff will be responsible for the security of patron registrations and receipt of library fines and fees.

5. Library Materials. CCML will lend books and other library materials to patrons of ESPL and Chincoteague Island Library on the same terms as to its own patrons.

6. Library Registrations. CCML will register patrons in the ESPL online system following ESPL registration policies. CCML patrons will have the same library privileges as ESPL patrons and equal access to library resources;

7. Reporting and Handling of Funds. CCML agrees to provide statistics as requested by ESPL and any such reports as are needed for the Library of Virginia's annual reports and for planning of system services. CCML will contribute to ESPL all fines and material or registration related fees its collects. Equipment use fees, such as copier fees, will be kept by Cape Charles.

8. Library Contractual Agreements. Neither party shall commit to contractual agreements that affect library system services without consulting the other party to review impacts of the agreement on the other party;

9. Insurance and Liability. Subject to any limitations and restrictions imposed by Virginia law, ESPL shall indemnify, defend, and hold harmless Cape Charles and its Council members, officers, and employees for, from, and against all claims, actions, liabilities, losses, fines, penalties, and expenses (including without limitation attorney's fees and expenses) asserted by

one or more third parties and arising out of or resulting ESPL's breach of this Agreement or the negligence or intentional misconduct of ESPL or its authorized agents, employees, and/or contractors. Subject to any limitations and restrictions imposed by Virginia law, Cape Charles shall indemnify, defend, and hold harmless ESPL and its governing officials, officers, and employees for, from, and against all claims, actions, liabilities, losses, fines, penalties, and expenses (including without limitation attorney's fees and expenses) asserted by one or more third parties and arising out of or resulting Cape Charles's breach of this Agreement or the negligence or intentional misconduct of Cape Charles or its authorized agents, employees, and/or contractors.

Each of the parties hereto shall maintain liability insurance with limits of at least \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate for personal injury, wrongful death, and property damage claims arising out of the negligent acts or omissions of the parties' respective authorized agents, employees, and contractors.

10. Term; Amendments. This Agreement shall be in effect for one year after the Effective Date. Thereafter, this Agreement shall automatically renew for additional terms of one year each, unless and until either party shall give the other party written notice, at least sixty (60) days before the anniversary date of the Effective Date, that it does not wish to renew this Agreement. This Agreement may be amended from time to time, but only by written amendment approved by the ESPL Board of Trustees and the Cape Charles Town Council. Upon dissolution of this Agreement, both ESPL and Cape Charles will negotiate in good faith to make the library materials and furnishings appropriated so that library patrons in the Cape Charles area will continue to be served.

11. Entire Agreement; Governing Law. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof, and there are no oral agreements between the parties with respect hereto. This Agreement shall be governed by the Law of the Commonwealth of Virginia.

Witness the following signatures as authorized by each entity's governing body,

EASTERN SHORE PUBLIC LIBRARY

TOWN OF CAPE CHARLES, VIRGINIA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____