

**LIBRARY SERVICES AGREEMENT
BETWEEN
EASTERN SHORE PUBLIC LIBRARY SYSTEM
AND
CHINCOTEAGUE ISLAND LIBRARY**

This Library Services Agreement (this “Agreement”) is made as of July 1, 2019 between the Eastern Shore Public Library System (“ESPL”) and Chincoteague Island Library (“CIL”).

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. ESPL was formed under Virginia law 42.1-33 and is authorized under Virginia law 42.1-34 to enter into contractual agreement for library service. ESPL provides certain library services to CIL in the interest of serving the citizens of Chincoteague and northern Accomack County. ESPL and CIL wish to set forth their agreement with respect to those services, acknowledging the needs of ESPL and CIL 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 CIL on the same terms as to its own patrons;
 - (b) Provide cataloging and book processing services for CIL books, and add such books to the system-wide online catalog which includes materials of ESPL, CIL, and the Cape Charles Memorial Library in Cape Charles, Virginia;
 - (c) Support the costs of the integrated online catalog computer system (ILS) subscription and access to the Internet, excluding equipment;
 - (d) Support access to Library of Virginia electronic resources and include CIL in other electronic resources that may include language learning databases, e-books, literacy programs, etc.;
 - (e) Provide a permanent copy to CIL of each best-selling and local book of which ESPL purchases multiple copies as budget allows.

(f) Provide a minimum of 24 hours per week of ESPL library staff assigned to CIL, at the same rate of pay and provided benefits to as compensated to other ESPL employees in comparable positions. The goal is to provide paid staff during all hours of operation. These employees will be provided the opportunity to work additional hours at other library locations or events.

- (g) Provide courier service at least twice a week to deliver and pick-up materials shared among the Eastern Shore libraries and interlibrary loans;
- (h) May from time-to-time purchase equipment for CIL and may maintain it and provide supplies;
- (i) Furnish specialized libraries supplies such as library cards;
- (j) Provide CIL 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. The Board of Directors of the Chincoteague Island Library will continue to own the building housing CIL. The CIL Board will pay for the costs of operating CIL, including, without limitation, utilities, mechanicals, security system, and phone service, maintenance and insurance. If this Agreement is terminated, ESPL and CIL will negotiate in good faith to divide the personal property used in the operation of CIL so that library patrons in the Chincoteague Island area will continue to be served.

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

4. CIL Volunteers. CIL may provide volunteers to provide library services to patrons to supplement the hours per week ESPL staff are assigned to work at CIL. These volunteers must meet minimum training requirements to operate the ILS and must sign an ESPL confidentiality agreement.

5. Library Materials. CIL will lend books and other library materials on the same terms to all patrons holding ESPL patron registration. CIL will follow the ESPL fee schedule for overdue and damaged/lost materials.

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

7. Reporting and Handling of Funds. CIL 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. CIL keep all fines and material or registration related fees, as well as equipment use fees, its collects.

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 the CIL Board 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, CIL 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 CIL's breach of this Agreement or the negligence or intentional misconduct of CIL 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 CIL Board of Directors. Upon dissolution of this Agreement, both ESPL and CIL will negotiate in good faith to make the library materials and furnishings appropriated so that library patrons in the Chincoteague 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

By: _____

Name: _____

Title: _____

Date: _____

CHINCOTEAGUE ISLAND LIBRARY

By: _____

Name: _____

Title: _____

Date: _____

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Revised draft February 12, 2019.