

EASTERN SHORE PUBLIC LIBRARY (ESPL) CIRCULATION POLICY

Patrons are asked to present their library card or a valid photo identification when checking out materials to ensure the correct patron account is used. Library users must have a library account in good standing when checking out library materials and using some library eResources. Borrowing library materials without presenting a library card can be approved by library staff if they are able to verify the patron's identity, which may include presenting photo identification.

Most circulating materials may be checked out for a period of 28 days. Video recordings and new books are checked out for 14 days. Most items may be renewed twice; however, items on hold for another patron may not be renewed.

There may be a limit on the number of items that may be checked out. Out-of-state cardholders see ESPL Registration Policy. There is a limit of ten DVDs that may be checked out at a time.

Books which are not in the library's collection may be requested for purchase by the library or borrowed through interlibrary loan. Ask library staff how to submit a request.

Reserving materials: Holds may be placed on all circulating items. There is no charge to place a hold. Using the online catalog, a patron can access many features including the ability to create holds and renew items. A personal identification number (PIN) is needed to access a patron account. Library staff will assist in the creation of the PIN at the library or by phone. When an item is ready for pickup, patrons will be called or emailed if a valid email is on file. The item will be held for patron pickup for five working days.

Overdue notifications and fees: The library's book drops are unlocked at all times, and all library materials may be returned in the drop. All items may be returned to or renewed at any branch of the library system. Patrons may also call the library to renew their items or may renew their items online by logging into their accounts.

If the patron has a valid email on file, the patron will receive overdue notifications by email three days prior, then every 7 days thereafter. Two print notices will be mailed to patrons who have not returned or renewed library materials by the date on which they are due. The first print notice will be mailed 30 days after the date due. The second print notice will be mailed 60 days after the first notice. No one receiving a second notice will

be allowed to continue borrowing library materials until these materials are returned or the replacement cost has been paid.

There are no fines for the late return of materials, although it is helpful if patrons keep their accounts current by returning materials on or before the due date. When an item is more than 90 days overdue or a patron has reported an item as lost, the full retail value of that item will be added to the borrowing patron's account. If the retail cost cannot be determined, the following costs will be incurred:

Adult Hardback	\$30.00
Adult Softback	\$15.00
Children's Hardback	\$15.00
Children's Softback	\$10.00
Videorecording	\$15.00
Paperback (Mass Market)	\$ 7.00
Magazine	\$ 5.00

Borrowing privileges will be blocked for patrons with a balance that exceeds \$20.00 for lost or damaged library materials. Block status cannot be overridden without the approval of the Library Director or their designee. If at least 10% of the amount due is paid at each transaction, patrons can have up to two items checked out at a time. Any patron with a blocked card is still free to use library materials and computers while visiting the library, but may not have access to some of the library's eResources.

Damaged materials: Patrons who return library materials in such damaged condition that they are irreparable and will have to be discarded will be charged full retail cost as listed above. If a patron claims that they have returned materials or never checked them out, the staff will search the shelves and other records in an attempt to find them. If the matter cannot be resolved, the staff will make a claims returned notation on the patron's record. Patrons are allowed only one claims returned item on their accounts. The Library Director may grant additional claims returned items on a patron-by-patron basis.

No fine will be reduced without the approval of the Library Director or Manager unless a system error contributed to the creation of the fine. Patrons can request receipts at check-out. Account balances can be reviewed online or requested at the public service desk.

4.11 Holiday Pay and Emergency Closings

Holiday Pay

The Eastern Shore Public Library (Library) observes the following paid holidays:

New Year's Eve, New Year's Day (January 1); Martin Luther King Day (Third Monday in January; Presidents' Day (Third Monday in February); Memorial Day Saturday, Memorial Day (Last Monday in May); Juneteenth (June 19); Independence Day (July 4); Labor Day Saturday, Labor Day (First Monday in September); Election Day (first Tuesday after November 1); Veteran's Day (November 11); Thanksgiving (Fourth Thursday in November); Christmas Eve (December 24); Christmas Day (December 25).

Full-time staff receive three floating holidays each year and must provide two weeks notification of selected days to the Director. Floating holidays cannot be accrued.

When the Library is closed in observance of a holiday, employees who do not have to report to work will be compensated for their regularly scheduled hours. Part-time employees are eligible for pro-rated holiday time. Holiday pay will be calculated based on your straight time pay rate times the number of hours you would have otherwise worked on that day. Holiday pay is not counted for the purpose of calculating an employee's overtime hours of work.

Emergency Closings

At times, emergencies such as severe weather or power failure may require the closing of the library.

In general, the library will close if and when the County offices are closed. The Library Director retains the authority to close the library in response to an emergency or unsafe or unsanitary work conditions.

Part-time employees will be compensated for their regularly scheduled hours. In the event of a long-term closure due to unusual circumstances, the Library Director reserves the right to adjust the hours and/or pay of part-time employees.

A salaried employee who arrives late to work or who does not report to work due to weather related transportation difficulties may use annual leave for the missed hours. Part-time employees who do not report to work as scheduled will adjust their timesheets to time actually worked.

Lease Agreement

This LEASE AGREEMENT (the "Lease") is dated the [redacted] day of [redacted], 2020, between COUNTY OF ACCOMACK, a political subdivision of the Commonwealth of Virginia, as Grantor ("Landlord"), and the EASTERN SHORE LIBRARY BOARD OF TRUSTEES, as Grantee ("Tenant").

WITNESSETH:

For and in consideration of the terms, conditions, covenants, promises and agreements herein made, Landlord leases to Tenant the following property or premises (the "Premises"), together with full rights of ingress and egress, in the County of Accomack, Virginia. The Premises are more particularly described as:

Tax Map Parcel Numbers 78A1-6-A, B, B-1, C, D, E, F, &G, consisting of 1.83 acres, more or less, known as 24313 Bennett Street, Parksley, VA 23421, including the one-story building thereon containing approximately 21,252 square feet (the "Building"), and 55 parking spaces.

1. **USE OF PREMISES.**

(a) Permitted Uses. The Premises shall be used as a public library/heritage center and general offices or for such purposes as the Occupant(s) may now or hereafter be empowered or authorized by law to use same, provided that such uses are consistent with the zoning regulations and ordinances applicable to the Building.

2. **TERM.** The initial term of this Lease (the "Initial Term") shall be Twenty (20) years, beginning on [insert date] (the "Commencement Date") and terminating on [insert date] (the "Termination Date").

3. **RENT.**

(a) Amount and Payment. Tenant shall pay Landlord the sum of One Dollar (\$1.00) as rent (the "Rent") for the Initial Term.

(b) Maintenance, Utilities, and Service. The Landlord shall perform building maintenance (including HVAC equipment maintenance), grounds maintenance, parking lot maintenance, pest control, and snow removal on a reimbursement basis in accordance with a standing agreement between Landlord, Tenant, and Northampton County entitled REGIONAL LIBRARY AGREEMENT BETWEEN ACCOMACK COUNTY, VIRGINIA AND NORTHAMPTON COUNTY, VIRGINIA dated December 1, 2008 which provides for the apportionment of expenses. The Tenant is responsible for all fees related to insurance for contents, utilities, refuse disposal, water, sewer, telephone and

internet services, janitorial services, security system (burglar and access control) monitoring and maintenance, fire alarm and suppression (sprinkler and clean agent) monitoring and maintenance, and any other materials, equipment, or services needed or desired by Tenant and not specifically covered under this section.

- (c) Security Deposit. No security deposit shall be required.
- (d) Furniture. Tenant shall provide, assemble, and install any furniture that may be required.

4. POSSESSION AND CONDITION OF PREMISES.

- (a) Quiet Possession and Enjoyment. Landlord shall deliver quiet possession of the Premises to Tenant on the Commencement Date and shall provide quiet enjoyment of the Premises to Tenant during the Initial Term, and any renewals or extensions thereof.
- (b) Landlord Entry. Landlord's employees, agents, and contractors are authorized entry into the Building, without prior notice. Landlord, and its employees, agents and contractors shall at all times be respectful of the privacy of the Occupant's staff.
- (c) Access. Tenant shall have access to the Building 24 hours per day, 365 days per year.

5. DAMAGE OR DESTRUCTION OF THE PREMISES.

- (a) Termination. If the Building is damaged by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature or other casualty loss, and, in the reasonable opinion of either party, it is thereby rendered substantially untenable or unusable, this Lease shall terminate, at the option of either party, effective on the date of the casualty, upon written notice to the other party, given within thirty (30) days following the casualty.
- (b) Obligation to Repair and Restore. Neither party has an obligation to repair and restore.

6. ALTERATIONS.

- (a) Tenant's Right to Make Alterations. Tenant, at its sole cost and expense, may make alterations and additions to the Premises as Tenant deems proper. Tenant, however, shall not make any structural alterations of the roof, foundation or exterior walls of the Building, or make any alterations to flooring or plumbing fixtures, without the prior written consent of Landlord. Tenant, at its sole cost and expense, may install fixtures, interior signage, partitions and make such other improvements as Tenant may deem proper. The title and ownership of materials

used in such alterations and additions, and all fixtures, partitions, and other improvements made and/or installed by Tenant shall remain in Tenant. Upon termination of this Lease, Tenant may, at its option, remove the fixtures, partitions and other improvements made under this Section, in which event any damage to the Premises caused by removal, other than nominal damage (such as screw holes, bracket marks, etc.) shall be repaired by Tenant at its expense. If Tenant elects not to remove any of the improvements, it shall have no further responsibility for them or their removal, and such improvements shall thereafter be the property of Landlord.

- (b) Naming of Premises. The naming of the Premises, including parts thereof (e.g. wings, interior rooms), must be approved by Landlord.

7. **UTILITIES AND SERVICES; INSURANCE.**

- (a) Utilities and Services. Tenant shall provide, at Tenant's expense, the following utilities and services for the Premises: electricity, gas (if available and required), water and sewer, and refuse disposal. Landlord shall also permit Tenant, or a telecommunications company, to install telecommunications connections from the public right of way through the Building to the Premises.

- (b) Insurance. Landlord, at Landlord's expense, shall keep the Premises and the Building insured against damage by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature and casualty loss, under a broad form extended coverage or similar property loss policy. The policy shall cover at least eighty percent (80%) of the replacement cost of the Building. In addition, Landlord shall maintain broad form general commercial liability insurance sufficient to ensure reasonable financial responsibility in the event of liability for injury, loss or damage at the Premises. Any other insurance desired by Tenant shall be procured by Tenant and be at Tenant's expense. The Tenant shall list the Landlord as an additional insured on any insurance Tenant procures.

8. **DISCLOSURES.**

- (a) Choice of Law. This Lease shall be governed by, and construed according to, the laws of the Commonwealth of Virginia. The parties choose Accomack County, as the venue for any action instituted pursuant to the terms of this Lease.

9. **TERMINATION AND CONDITION.**

- (a) Termination. This lease will terminate upon the certificate of occupancy and transfer of library contents to the new library in Parksley, Virginia.
- (b) Condition of Premises. At the termination of this Lease, Tenant shall peaceably deliver the Premises in the same condition as originally accepted, except for damage

by accident or fire, reasonable wear and tear, and subject to any provisions herein to make repairs and restoration.

10. **NOTICES.**

- (a) To Tenant. All notices to Tenant required or permitted under this Lease shall be given in any manner set out in subsection (c) of this Section, to Tenant addressed to:

Eastern Shore Public Library Board of Trustees
Attn: Chairperson
P.O. Box 360
Accomac, VA 23301

- (b) To Landlord. All notices to Landlord required or permitted under this Lease shall be given in any manner set out in subsection (c) of this Section, to Landlord addressed to:

Accomack County Finance Department
23296 Courthouse Avenue, Suite 204
PO Box 620
Accomac, VA 23301-0620

- (c) Manner of Delivery. Wherever a notice is required under this Lease, notice shall be deemed to have been duly given if in writing and either: (i) personally served; (ii) delivered by prepaid nationally recognized overnight courier service; or (iii) forwarded by Registered or Certified mail, return receipt requested, postage prepaid.

- (d) Date of Delivery. Each such notice shall be deemed to have been given to or served upon the party to which addressed on the date the same is received by the party or delivery is refused.

- (e) Change of Address. Each party to this Lease shall notify the other party of a new address at which to mail notices, which notice shall be given in the manner provided above, and unless and until such notice of new address is given, notices to a party hereto shall be sufficient if mailed to such party's address as specified in this Section.

- (f) Alternative Methods. Where notice is sent by an alternative method, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is addressed.

11. **BINDING EFFECT; AMENDMENTS.** The covenants, agreements, and rights contained in this Lease shall bind and inure to the respective heirs, personal representatives, successors and assigns of Landlord and Tenant. This Lease constitutes the

entire, full and complete understanding and agreement between Landlord and Tenant, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this Lease and shall be null, void and without legal effect. This Lease shall not be effective or binding unless and until signed by all parties. No amendment or modification of any of the terms of this Lease shall be binding on Tenant unless in writing and executed by all parties to this Lease with the same formality as this Lease.

12. **DEFAULT.**

- (a) Permitted Termination. The termination of this Lease by Tenant pursuant to the provisions contained herein shall not be a default hereunder.
- (b) Breach; Rights; No Additional Obligations. If either party shall breach any provision of this Lease, the non-breaching party shall give written notice thereof to the breaching party. The breaching party shall have thirty (30) days (which shall be extended to the extent reasonably necessary if a cure shall reasonably require more than thirty (30) days, provided the breaching party promptly commences the cure and diligently pursues completion thereof) from the receipt of the notice to cure the breach and, if not so cured, the non-breaching party may, at its option, exercise such rights as may exist at law or in equity, except that Landlord shall not take possession of the Premises by any self-help remedy. The provisions of this subsection shall not be construed as imposing any additional obligations on the non-breaching party to the extent that this Lease permits the non-breaching party to take certain actions as a result of a breach by the other party.

13. **PRESUMPTIONS.** No presumption shall be created in favor of or against any of the parties to this Lease with respect to the interpretation of any term or provision of this Lease due to the fact that this Lease, or any part hereof, was prepared by or on behalf of one of the parties hereto.

14. **ASSIGNMENT.** Tenant may not assign this Lease, or sublet the Premises, without the written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

15. **HEADINGS.** The heading of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals.

LANDLORD: COUNTY OF ACCOMACK
a political subdivision of the Commonwealth of Virginia

By: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The foregoing Lease Agreement was acknowledged before me this _____ day of _____, 20__ by _____ acting in his capacity as _____, on behalf of the County.

My commission expires: _____
Registration No. _____

Notary Public

TENANT: EASTERN SHORE LIBRARY BOARD OF TRUSTEES

By: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The foregoing Lease Agreement was acknowledged before me this _____ day of _____, 20__ by _____ acting in his/her capacity as _____ of the Eastern Shore Library Board of Trustees.

My commission expires: _____
Registration No. _____

Notary Public

DONOR RECOGNITION POLICY

Purpose

The Eastern Shore Public Library (the “**ESPL**”) acknowledges with gratitude the generosity of its donors, past and present. To ensure appropriate recognition of donors, especially in the future, the ESPL Board of Trustees (the “**Trustees**”), in cooperation with the Eastern Shore Public Library Foundation (the “**Foundation**”), have approved the following donor recognition policies:

General Donor Recognition Policies

1. **Ongoing/Annual Donor Recognition:** ESPL will provide for ongoing recognition of donors in the form of an annual report honor roll, periodic special communications, print pieces, donor features in media releases (with the donor’s permission), or in such other manner as the Trustees may approve from time to time.
2. **Central Donor Recognition:** ESPL will provide a central physical space for recognizing donors who have made annual or special gifts at levels established from time to time by the Trustees, in consultation with the Foundation.
3. **Ongoing Program Sponsorship:** On an ongoing basis, ESPL will recognize sponsors of programs, collections, special events or other resources in such manner as the Trustees may determine.

Naming and Commemorative Options

1. **Responsibility:** The Trustees, in consultation with the Foundation, shall approve naming and commemorative options (an “**Option**”) including physical spaces (library buildings, rooms, and spaces within and outside the library), collections, programs and funds. The Trustees will work collaboratively with the Foundation to establish the donation amounts required for each Option, promote and secure donors for the Options, and work with the donor to determine the wording on the donor panel.

Naming and commemorative options at the library in Parksley must also comply with the Accomack County Naming Policy as long as the County owns the property. Applicable options must be approved by the ESPL Board of Trustees before being submitted to the County for approval.

2. **Selection of Option:** When donors make a gift or make a pledge, they may select an Option in recognition of their gift or to commemorate or honor others. The selected Option will not be available to others unless a pledge is not honored. The person to be honored or memorialized by the gift will be mutually agreed upon by the Trustees and the donor.
3. **Combined Donors:** One, two or three donors may elect to make a joint gift for a single Option. A donor may be an individual, a family or group of relatives, a civic group, a business or other group.
4. **Grandfathering:** Buildings, rooms, areas or other tangibles currently bearing a name approved by the Trustees prior to the adoption of these policies shall be reviewed and honored appropriately.
5. **Duration:** The duration of an Option shall be as follows:

A building shall be named for the life of the building.

A room or area shall be named until the building is renovated or for the life of the building, whichever comes first.

A tangible item shall be named for the life of that item.

A fund shall be named for the life of the activity it funds, or, if an endowment fund, in perpetuity.

- 6. Identification:** Named buildings, areas or items will be identified by an appropriate sign or plaque following guidelines provided by the Trustees. Named funds will be identified formally in print, and their use and impact will be communicated annually.

Special Fundraising Efforts and Campaigns

A special fundraising effort or campaign (a “**Campaign**”) means the raising of more significant funds than ordinarily required for maintenance, renovation, programs, collections, endowments, staffing and operations, as determined by the Trustees. In a Campaign, contributions and pledges will be solicited and secured through the Foundation, upon the request of the Trustees. Funds will be deposited by the Foundation in a pass-through account and shall be designated for the Campaign. The purpose of the pass-through account is to permit the Foundation to make immediate distribution of the funds, or to invest the funds if time permits.

Endowment Funds

The Trustees will work with the Foundation to establish a general endowment fund for the ESPL, to be used to maintain facilities, and to finance improved library services, collections, and programs in perpetuity. Donors may contribute to this general endowment fund, and will also have options to name additional general or restricted endowment funds at levels established by the Trustees from time to time. Donors may also contribute to other previously established general or restricted endowment funds.

The purpose of an endowment fund is to ensure that a donor’s gift to the ESPL provides revenue and support forever. The principal of the ESPL endowment funds will never be spent but will be invested and used in accordance with policies developed by the Trustees.