

LIBRARY FUNDING AGREEMENT

This LIBRARY FUNDING AGREEMENT (the “Agreement”) is made this _____ day of _____, 2023, by and between the COUNTY OF WARREN, VIRGINIA, a political subdivision of the Commonwealth of Virginia, (the “County”) and SAMUELS LIBRARY, INCORPORATED, a Virginia non-stock corporation (the “Library”).

I. PURPOSE, TERM

The Library is a non-profit organization and is organized exclusively for charitable and educational purposes, including the operation of Samuels Public Library that serves County taxpayers. The operations of the Library are managed by Library Trustees (collectively, the “Trustees”, individually, each, a “Trustee”) who have the authority to appoint officers, employ personnel, and make decisions on how the Samuels Public Library operates. The Warren County Board of Supervisors (the “Supervisors”) governs the County. The purpose of this Agreement is to establish the terms and conditions upon which the Library shall receive County funds, as County taxpayers currently contribute three quarters of the Library’s operational funding.

II. 2023-2024 FUNDING

After the complete execution of this Agreement, the Supervisors shall appropriate all funds that have been previously budgeted by the Supervisors for the Library for the fiscal year which begins July 1, 2023 and ends June 30, 2024 (the “Funds”). In accordance with County practice, the Funds shall continue to be disbursed to the Library quarterly upon written request on the County’s budget form from the Library.

III. TERM

The period of performance shall commence upon the date of this Agreement and end on June 30, 2025. Future budgets shall be determined based on the County’s discretion and financial position. County funding shall not fall below the prior year funding, as this will jeopardize State Aid Funds as outlined in the Library of Virginia State Aid Requirements Document: “*Local operating expenditures from taxation or endowment for any library, or library system shall not fall below that of the previous year*”. This Agreement will automatically renew for one-year terms beginning July 1 and ending June 30 from year to year unless notice of non- renewal is provided by the County or the Library at least ninety days prior to any current term expiration date.

IV. LIBRARY GOVERNANCE

The Supervisors shall appoint, in accordance with the By-Laws of Samuels Library, a representative Trustee from the County Board. Such representative Trustee shall be appointed to and be a member of the Executive Committee.

The Supervisors shall, from time to time as necessary, recommend candidates to open Trustee positions on the Library’s Board. Such potential candidates shall be required to

adhere to the Bylaws of Samuels Library, Inc. Nominees shall engage in the review process as outlined by the Committee on Trustees. The process shall include consideration of residence to include full representation from each of the five magisterial districts.

Board of Trustees open board positions shall be publicly advertised.

V. FUNDING CRITERIA

The Library will submit its fiscal year funding request to Warren County's Financial Department during the second quarter of each County fiscal year or as notified by Warren County's Finance Department. The Trustees will submit a Warren County Budget Preparation Form: Partner Agency Documentation Form that describes the requested funding.

Samuels Public Library will continue its not-for-profit fundraising efforts to supplement county/public annual funding and accommodate contingencies that are outside of the budget.

The Library and County agree to work together to identify opportunities to share resources to provide cost savings for the Library without reduction in the County appropriation.

VI. CONSIDERATIONS FOR FUNDING

The County has the responsibility to ensure that the taxpayers' dollars are being appropriated in a manner that serves all the citizens of Warren County. The Library shall recognize that Warren County taxpayers' interests will be considered in how the Board of Trustees establishes their library policies while protecting the rights of all citizens.

To that end, Library staff and/or Trustees shall give a presentation before the Board of Supervisors at mid-year and year-end to provide an update on the Library's income and expenses, annual audit, financial condition and performance measurements for the Fiscal Year.

1) Library Material Collection:

Samuels Public Library will continue to comply with the existing Virginia Administrative Code: 17VAC15-110-10, Requirements and Federal Laws when curating its collection. As outlined in the **Collection Development Policy**, the Library will take responsibility for providing a well-rounded collection of benefit to all residents of Warren County.

The Library shall continue to utilize several book collection associations and maintain a reasonable ratio for selecting books and other media that represents the make-up of the community and demand for a title, as outlined in the **Collection Development Policy**. **(Exhibit A)**

The Library shall continue to be responsive to public concerns as exhibited by recent

changes to the Library's collection with the addition of the **New Adult** section for ages 16 and older housing mature content. This collection shall be housed in the Adult area of the Library.

The Library shall continue to make available on its website how Warren County citizens can file objections to the Library's material collection. (About Us/Policies & More, Request for Reconsideration Form)

2) Patron Registration Policy

Samuels Public Library Patron Registration Policy shall continue to include parent and/or caregiver consent for checking out library materials. Children under the age of 18 must have a parent or legal guardian sign the Samuels Public Library Cardholder Statement of Agreement allowing their minor children access to materials they deem appropriate for their minor children.

The Library shall comply with the Patron Registration Policy attached as Exhibit B, which was adopted by the Library on July 10, 2023, and which reflects the addition of Limited Cards providing for additional parental controls.

3) Warren County Public Participation:

All Library Board meetings shall be open to the public as required by the Virginia Freedom of Information Act (§ 2.2-3700 et seq. of the 1950 Code of Virginia, as amended) and as outlined in the Library's Bylaws.

In addition, under the Library Bylaws and the guidelines set forth therein, citizens of Warren County may present comments and information to the Board regarding any item that is or is not on the agenda for that meeting.

The Library agrees that it is a public body for purposes of The Virginia Freedom of Information Act (the "Act") and that it shall comply with the Act.

VII. LEGAL

This Agreement may be modified in whole or part by mutual consent of the Library and the County. Any dispute concerning the performance or interpretation of this Agreement must be adjudicated in the General District or Circuit Courts of Warren County, Virginia. This Agreement constitutes the entire understanding and agreement among the parties with respect to the matters set forth herein and supersedes all prior or contemporaneous understandings or agreements among the parties with respect to the subject matter hereof, whether oral or written. If any provision of this Agreement is invalid, illegal or unenforceable, the balance of this Agreement remains in full force and effect. If, however, the provision of the Agreement held invalid, illegal or unenforceable is material to the whole Agreement then the entire Agreement is of no force or effect, unless the parties otherwise unanimously agree in writing. This Agreement constitutes a fully negotiated agreement among sophisticated parties, with the assistance of legal counsel, and must not be construed and interpreted for or against any party thereto. This Agreement is not

intended to benefit third parties, and no third-party beneficiary shall have standing to bring suit related to this Agreement. All payments and obligations of the County beyond June 30, 2024 are subject to appropriation.

This **Library Funding Agreement** has been duly authorized and approved by the Board of Supervisors of Warren County, Virginia and the Trustees of Samuels Library, Incorporated, and the representatives executing this Agreement are authorized to execute the same.

Warren County, Virginia

By: _____
Edwin C. Daley, County Administrator

Date: _____

Samuels Library, Incorporated
By: _____
Its: _____

Date: _____

Approved as to Form

By: _____
Jason J. Ham, County Attorney

Date: _____