

**MEMORANDUM OF UNDERSTANDING**  
**For Delivery of Services to the Partlow Ruritan Club**

This MEMORANDUM OF UNDERSTANDING is entered into this 13th day of February, 2019, by and between the following parties: the **SPOTSYLVANIA COUNTY** (hereafter, "County"), a body politic and corporate and **CENTRAL REGIONAL RAPPAHANNOCK LIBRARY** (hereafter, "CRRL"), an organization created to promote literacy and educational opportunities for citizens of its localities.

**WHEREAS**, the County seeks to partner with groups to promote its purposes of assisting in the health, well-being and safety of citizens of Spotsylvania County by assisting local and regional libraries in their missions;

**WHEREAS**, CRRL seeks to partner with the County to provide additional library services in areas of the County that do not currently have a branch library available within a reasonable distance;

**WHEREAS**, both parties agree to promote the use of the Partlow Ruritan Club, located at 3229 Partlow Road, Partlow, Virginia 22534, for such endeavor. A separate agreement has been reached between CRRL and the owners with regard to use of this facility, which includes terms relating to indemnity and insurance related to said use. The County has no responsibility for the upkeep of the facility nor any duty of care to patrons who make use of the facility.

**WHEREAS**, the County and the CRRL find it mutually beneficial to create a Memorandum of Understanding to memorialize the duties and obligations of all parties;

**NOW THEREFORE, BE IT UNDERSTOOD:**

(1) The County and CRRL shall work together to provide library services in the Partlow area of Spotsylvania County.

(2) CRRL agrees to provide said library services at no additional cost to the County, including but not limited to, items listed below:

- a. items requested by customers
- b. selection of browsing materials
- c. reference and referral services
- d. instruction on how to use a computer, tablet, eReader, or smartphone through its CRRL Lobby Stops program
- e. such other items, materials, or services which may be deemed desirable from time to time

(3) CRRL agrees to provide a minimum number of public access computers that will allow access to the library's electronic databases, books and other digital materials. Further, CRRL agrees to provide no less than 3 hours of library services each week at the facility listed above, but reserves the right to expand the availability of services and hours of operation as deemed necessary from time to time.

(4) The County has installed wireless internet access capabilities to the above noted facility, through its Crossroads Connections public wireless access system. The County agrees to maintain said capabilities and upgrade as deemed necessary from time to time, as circumstances arise. Further, the County agrees to provide wireless internet access, at no cost, to this facility for CRRL to deliver the aforementioned services, and such other services as may be mutually agreed upon from time to time.

(5) CRRL agrees to assume all responsibility for use of the facility and internet services, within their current library system policies, procedures, guidelines, rules and other such governing documents.

(6) The County and CRRL agree that this Memorandum of Understanding contains all the terms and conditions as currently understood by all parties.

(7) The County and CRRL agree that this Memorandum of Understanding may be revised or terminated by a written agreement stating the proposed change or termination. Either party must provide at least sixty days (60) written notice prior to such revision or termination event.

(8) The County and CRRL agree that this Memorandum of Understanding shall continue in perpetuity until terminated by a written agreement stating the termination.

(9) If any section of this Memorandum of Understanding is determined to be unconstitutional or in conflict with the Code of Virginia or any case law thereunder, the offending section shall be severed and the validity of the remaining sections shall not be affected, unless so doing would operate a manifest injustice on any party.

WITNESS the following signatures:

CRRL

SPOTSYLVANIA COUNTY

BY: Martha M. Hutzal

Martha M. Hutzal, Library Director

Date: 1/24/19

BY: \_\_\_\_\_

Mark B. Taylor, County Administrator

Date:

SEEN and ACKNOWLEDGED:

PARTLOW RURITAN'S CLUB

BY: Dale M. How PRESIDENT

Date: 1-30-19

APPROVED AS TO FORM:

Shelia Sue Weiner 1-30-19  
Senior Assistant COUNTY ATTORNEY