

MEMORANDUM OF UNDERSTANDING
BETWEEN THE BOARD OF TRUSTEES OF THE PAMUNKEY REGIONAL LIBRARY
AND KING WILLIAM COUNTY
REGARDING CLOSURE OF LIBRARY BRANCHES IN KING WILLIAM COUNTY

WHEREAS King William County ("King William") is a participating jurisdiction in the Pamunkey Regional Library ("the Library") through an agreement for the creation and operation of a regional library system as provided for in the Title 42.1 of the Code of Virginia, adopted in 1996 by Hanover County, Goochland County, King and Queen County, and King William County, and most recently amended in 2024, via resolutions authorizing King and Queen County to withdraw from the Library ("the Agreement"); and

WHEREAS King William notified Hanover County and Goochland County that it wished to withdraw from the Agreement, and it sought the consent of Hanover County and Goochland County to its early withdrawal, effective as of July 1, 2025; and

WHEREAS Hanover County and Goochland County have agreed to that early withdrawal, such that King William will cease to be a member of the Library effective June 30, 2025; and

WHEREAS the Library operates two branches in King William: the Upper King William Branch ("UKW Branch") and the West Point Branch ("West Point Branch") (collectively "the Branches"); and

WHEREAS the Library Board of Trustees has agreed to the closure of the UKW Branch and the transfer of the West Point Branch to King William, provided that (1) King William continues to meet its financial obligations for the general operation of the Library for the fiscal year ending June 30, 2025; (2) agrees to pay the Library staff for hours worked at the Branches through the fiscal year June 30, 2025; and (3) agrees to pay other costs associated with the closure of the Branches; and

WHEREAS the Library Board of Trustees and King William (together, "the Parties") agree that this Memorandum of Understanding ("MOU") is necessary to (i) establish a feasible schedule for closure of the Branches in King William, and (ii) ensure the orderly transition of Library responsibilities to King William.

NOW, THEREFORE, the Parties hereby agree as follows:

1. King William residents shall be able to access and use Library facilities other than those as indicated in paragraph 2 of this MOU, including online programs, through June 30, 2025, in the same manner as they have used Library facilities prior to King William's request to withdraw from the Library.
2. On June 21, 2025, the UKW Branch will close to the public at the end of the business day. The Library shall operate at its current schedule, including closures for Library holidays, until that time. On June 21, 2025, the West Point Branch will close to the public at the end of the business day. The Library shall operate at its current schedule, including closures for Library holidays, until that time.
3. The disposition of Library property in the Branches shall be as follows:
 - a. The Library will retain ownership of: (i) all computers, including hotspots, used by either patrons or staff; (ii) network equipment; (iii) printers; and (iv) self-checkout machines. The Library will remove these items from the Branches on or before June 27, 2025, with the timing set at the Library's sole discretion.
 - b. The Library shall by June 2, 2025, deliver to King William a written inventory ("the inventory") of those materials, fixtures, audio and video equipment, and furnishings that shall be transferred pursuant to subparagraph 3.d., below. The inventory of materials will not include MARC records or patron data.
 - c. King William shall deliver to the Library, on or before June 6, 2025, (1) a written acknowledgment and acceptance of the inventory and (2) a schedule for the removal of all items from the UKW Branch. Should King William fail to respond in writing by the close of business on June 6, 2025, it shall be deemed to have accepted all items in the inventory.
 - d. The Library shall, on or before June 21, 2025, transfer ownership of all materials, fixtures, audio and video equipment, and furnishings to King William at no cost, in accordance with the inventory.
 - e. King William shall, on or before June 27, 2025, remove from the UKW Branch every material, fixture, audio and video equipment, and furnishing transferred to it pursuant to subparagraph 3.c., and leave the UKW Branch in broom clean condition, excluding any minor damages necessitated by the removal of equipment from the Branch

- f. King William shall, on or before August 1, 2025, ensure that every material, fixture, audio and video equipment, and furnishing transferred to it pursuant to subparagraph 3.d. is relabeled or marked with new barcodes to indicate that those materials, fixtures, audio and video equipment, and furnishings are owned by King William.
4. The Library shall terminate the leases for the copiers in the Branches effective on or before June 27, 2025, and shall be responsible for ensuring retrieval of the copiers by Ricoh on or before that date.
5. The Library shall terminate all contracts providing utility, information technology, and other services to the Branches effective on or before June 27, 2025.
6. The Library shall terminate newspaper and magazine subscriptions with delivery to the Branches such that those cease on June 30, 2025. Magazine subscriptions that have been paid for through any date after June 30, 2025 shall not be renewed.
7. The Library shall terminate the ground and building lease for the UKW Branch effective June 30, 2025. King William shall be solely responsible for any lease charges which accrue after that date as a result of any continued occupancy of the UKW Branch. The Library shall relinquish any ownership claim to the West Point Branch effective June 30, 2025. King William thereafter shall be solely responsible for the upkeep and maintenance of the West Point Branch.
8. The employment of Library staff at the Branches shall be as follows:
 - a. The Library has provided employment opportunities, as the Library budget and operations permit, to staff currently employed at the Branches to work at other Library facilities. Such staff remain free to seek employment with King William or its agent.
 - b. On or before June 16, 2025, King William shall inform the Library of its intentions with respect to retention of Library staff employed at the Branches as of that date ("remaining Library staff"), for positions, effective no later than July 1, 2025 and provide documentation regarding any offer of employment to remaining Library staff.

- c. In the event that King William chooses to not employ Library staff members who accept such employment King William will reimburse the Library a maximum of \$10,000.00 for the payment of unemployment compensation for those employees.
- 9. The Parties agree, pursuant to the Library's policy "Registration for Library Cards" ("the Policy") that residents of King William ("residents") shall not be eligible to obtain Library cards or use Library services that require a Library card for the period between July 1, 2025, and December 31, 2026.
 - a. Residents' eligibility to obtain Library cards or use Library services after December 31, 2026, shall be at the sole discretion of the Library Board of Trustees, consistent with the policies and regulations of the Library.
 - b. The Library shall post a clear and concise statement summarizing the Policy at all of its branches and on its website. King William shall post a similar statement at its County facilities and on its website for a period of one month beginning July 1, 2025.
 - c. A copy of the statement regarding the Policy will be sent by the Library to all residents who have Library cards and an email address on file. King William will provide a copy of the statement regarding the Policy to residents through the use of social media, email, or other communications it determines to be appropriate.
- 10. Nothing in this MOU shall be construed as amending any prior duly approved and executed agreements relating to the Library, or modifying King William's obligations under any prior duly approved and executed agreements relating to the Library.
- 11. This MOU may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Any signature required on this MOU may be made electronically, and any such signature shall have the same legal effect as an original.
- 12. The terms of this MOU constitute the entire agreement of the parties relating to the subject matter hereof. This MOU may be modified or amended only by written instrument executed by all parties.
- 13. Exclusive jurisdiction and venue for any litigation arising out of or involving this MOU shall be in the Circuit Court of Hanover County.

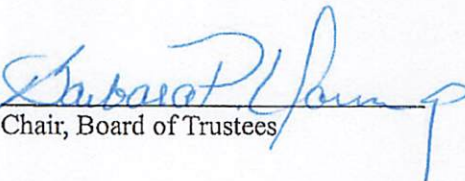
The signatures of the authorized representatives of the parties are set out below in acknowledgement of this Memorandum of Understanding.

Date of Execution:

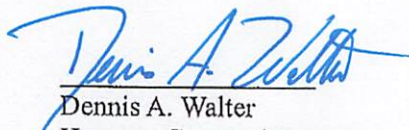
Pamunkey Regional Library Board of Trustees

06 / 04 / 2025

By:


Chair, Board of Trustees

Approved as to form:


Dennis A. Walter
Hanover County Attorney
Counsel to the Board of Trustees

Date of Execution:

KING WILLIAM COUNTY, a political subdivision
of the Commonwealth of Virginia

6 / 3 / 25

By: Stacy H. Overport
County Administrator

Approved as to form:

Mark Flynn

Mark Flynn
King William County Attorney