

**AGREEMENT FOR SHARING THE COSTS OF THE PRINCE WILLIAM
PUBLIC LIBRARY SYSTEM LIBRARY SERVICES**

THIS AGREEMENT, made this 5th day of APRIL, 2016, but effective retroactively to July 1, 2015, by and among the **BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA** (the "County"), the **CITY OF MANASSAS, VIRGINIA** ("Manassas"), and the **CITY OF MANASSAS PARK, VIRGINIA** ("Manassas Park") (Manassas and Manassas Park are also referred to together as the "Cities" and individually as a "City"), is undertaken for the purpose of defining how the parties will share the costs of operating the evolving Prince William Public Library System (the "Library System"). The parties, in cooperation with each other for many years, have funded the Library System by Manassas and Manassas Park paying the County for library services provided by the County on a per capita local cost basis formula. The parties wish to continue this cooperative effort with this Agreement. The parties agree that this Agreement shall supersede all other written agreements previously made by them with respect to funding the Library System, including, but not limited to, that Agreement between the County and Manassas, dated April 12, 1976, and that Agreement between the County and Manassas Park, dated January 23, 1979.

For and in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Term of this Agreement

The initial term of this Agreement shall commence retroactive to July 1, 2015 once it is signed by all parties and shall continue through midnight on June 30, 2020. Thereafter, this Agreement shall automatically renew for successive five-year terms unless it has been terminated by one or all of the parties as provided in Section 5, below.

2. Services of the Library System

The County agrees to continue to provide the same library services to citizens of Manassas and Manassas Park as it provides to citizens of the County.

3. Costs of Library Services

a.) Per Capita

The parties agree that Manassas and Manassas Park pay to the County for the costs of operating the Library System, exclusive of those costs set forth in Section 3b. below, on a per capita basis.

The parties agree that the term “per capita” as used in this Agreement shall mean the percentage that the population of each jurisdiction is of the total population of all three jurisdictions participating in the Library System. The percentage shall be based on the most recent estimate of population prepared by the Weldon Cooper Center for Public Service of the University of Virginia available at the beginning of the fiscal year involved.

Payments shall be made on the basis of the budgeted cost figures for any given fiscal year (including both direct and indirect costs) and paid to the County in monthly installments by Manassas and Manassas Park as billed by the County in 1/12 increments. Based on audited figures for actual costs, and in conjunction with the next year’s billing cycle, any amounts owed by (excess calculated costs) or owed to (calculated credit) Manassas and Manassas Park shall be adjusted as necessary, without interest. Manassas and Manassas Park shall pay their share of excess calculated costs, or receive their share of any calculated credit, as part of the subsequent year’s billing cycle.

b.) New County Libraries

Except as otherwise provided for in this Agreement, or agreed upon by the parties in a new written agreement, the parties agree that the costs of library services to be shared under this Agreement shall specifically exclude the capital and operating costs of any new library(ies) built by the County after January 1, 2015, to include, but not limited to, the Haymarket-Gainesville and Montclair regional libraries, ("New County Libraries").

c.) Capital Improvements to Existing Facilities

In the event that capital costs are incurred at libraries other than New County Libraries for improvements that have a useful life that extends beyond June 30, 2020, and this Agreement is not extended or is subsequently terminated by one or both Cities as provided in Section 5 below, then the City (or Cities) will be entitled to a rebate or credit based upon the amortized annual cost of the capital improvement that the City (or Cities) has paid in excess of the amortized cost attributable to the period the improvement existed under this Agreement.

d.) Federal or State Monies

The parties agree that upon receipt by any party of any federal or state monies in connection with equipping and operating a new library constructed solely within said party's boundaries, such monies shall remain with said party and shall not be taken into account in determining the actual costs of rendering library services under this Agreement.

The parties further agree that upon receipt by any of the three jurisdictions participating in the Library System of any federal or state monies in connection with library services provided by the Library System, other than those received to construct,

equip and operate new libraries in said jurisdiction, such monies shall be remitted forthwith to the County and shall be taken into account in determining the actual local costs of rendering-library services under this Agreement.

e.) Books and Records

Each party shall make available to the other parties its books and records related to the obligations of the parties under this Agreement at all reasonable times at the place where such records are customarily kept.

4. Membership on the Prince William Public Library System Board of Trustees

Manassas and Manassas Park shall continue to appoint one representative each to the Prince William Public Library System Board of Trustees.

5. Termination Following Expiration of Initial Term

Any party may terminate its participation in this Agreement on or after July 1, 2020, by providing one (1) year's prior written notice to the chief administrative officer of the two other parties.

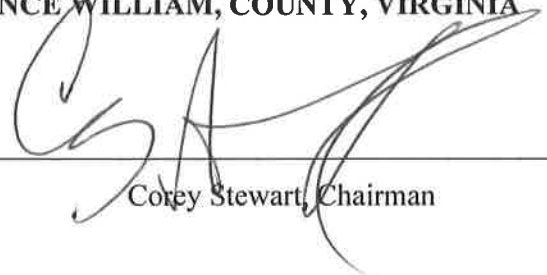
6. Future Libraries and/or Future Renovations

Except as otherwise provided for in this Agreement, the parties agree to enter into good faith discussions regarding the construction of future libraries and/or renovations of the existing libraries, including Central Library, and potential replacements therefor in each of the Cities. The parties intend to examine at least the following three possible alternatives: (a) the renovation or replacement of the Central Library at the existing site, (b) construction of one or more new library(ies), with the potential of at least one library being located in each City, and (c) closure of Central Library. Any decision will be memorialized in a future agreement or amendment to this Agreement, to include cost sharing.

The parties agree that they shall establish a joint working group to facilitate communication about the alternatives listed above. Each party shall supply information that is reasonably required in order for the parties to make a decision as to which alternative will be selected. The joint working group shall hold its first meeting on or before July 1, 2016 with future meetings to be determined as necessary, and will strive to make a recommendation to the parties by July 1, 2018.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, who have been duly authorized to do so, and their seals are attached to this Agreement.

**BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM, COUNTY, VIRGINIA**

By: 
Corey Stewart, Chairman

ATTEST:


Clerk

THE CITY OF MANASSAS


By: _____
Harry J. Parrish, II, Mayor

ATTEST:

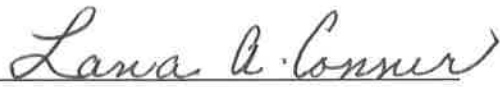
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page 7

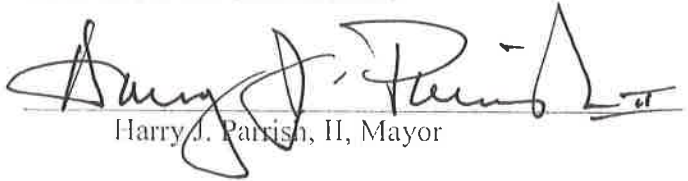
THE CITY OF MANASSAS PARK

By: 
Francis C. Jones Jr., Mayor

ATTEST:


Clerk

THE CITY OF MANASSAS

By: 
Harry J. Parish, II, Mayor

ATTEST:


Clerk