

FONTANA REGIONAL LIBRARY INTER-LOCAL AGREEMENT

This INTER-LOCAL REGIONAL AGREEMENT (the “Agreement”) is entered into by and among the following North Carolina counties: JACKSON COUNTY, MACON COUNTY, and SWAIN COUNTY and the Fontana Regional Library, Inc. (“Fontana Regional Library”);

WHEREAS, the mission of the Fontana Regional Library is to provide the public of Jackson, Macon, and Swain counties with excellent service and convenient access to resources for their educational, informational and recreational needs; and

WHEREAS, the Boards of County Commissioners of Jackson, Macon, and Swain Counties recognize that collaboration provides the most effective and efficient means to provide public library service to the residents of said counties by unifying the administration of the participating libraries, providing professional library specialists, cooperating in the selection of books and other materials, and crossing county lines for the benefit of all; and

WHEREAS, this collaboration provides opportunities for service and resource allocations otherwise beyond the financial and service capacities of the individual county governments and libraries; and

WHEREAS, this Regional Agreement is up for the mandatory ten year review pursuant to Article X, B. of the Regional Agreement last adopted by the parties hereto in January, 2013.

NOW, THEREFORE, pursuant to resolutions duly adopted by their governing boards, the Boards of the County Commissioners of Jackson, Macon, and Swain Counties hereby renew their commitment for the organization of and participation in the Fontana Regional Library upon the terms set forth herein, effective the date last signed by a party as set forth below, hereby amending, restating and replacing the existing Regional Agreement by and among the parties with respect to the Fontana Regional Library.

I. Governments Involved

The participating local government units of the Fontana Regional Library are as follows:

- A. Jackson County
- B. Macon County
- C. Swain County

II. Purpose Statement

This Agreement is to promote and perpetuate excellent library services to the residents of the areas included within the jurisdictions of the aforementioned governing bodies through their collaborative and collective efforts under the legal authority of N.C.G.S. §153A-270 and N.C.G.S. Chapter 160A, Article 20, Part 1. To this end, the Fontana Regional Library shall operate the county libraries and branches of the participating local government units in accordance with governing statutory authority, North Carolina law and this Agreement.

III. Structure of the Fontana Regional Library Board of Trustees

The Fontana Regional Library Board of Trustees shall be the governing body of the Fontana Regional Library.

A. Membership

1. There shall be nine members of the Fontana Regional Library Board of Trustees, all of whom shall be full-time, year-round residents of the county from which they are appointed.
2. Each county shall have equal representation on the Fontana Regional Library Board of Trustees composed of three members from each county, [one of whom shall be a sitting member of that county's duly elected Board of Commissioners at the time of appointment and throughout the member's service on the Board of Trustees-]
3. Members shall serve no more than two consecutive full terms and no single term shall be longer than three years.
4. Members shall be appointed in staggered terms to promote consistency as well as to accommodate change.
5. The Members from each county shall be appointed by the County Commissioners. County Commissioners may select from the recommendations made by the County Library Board.
6. Vacancies on the Fontana Regional Library Board of Trustees shall be filled by appointment from the County Commissioners for said seat for the remaining term of the member that created the vacancy.

B. Open meetings, Public Records and Public Comment

1. All Library Board meetings shall be conducted in accordance with the North Carolina Open Meetings laws set forth in Chapt. 143, Art. 33C, §§143-318.9 through 318.18. and subject to the Public Records laws of Chapt. 132 of the North Carolina General Statutes. All meetings shall be recorded by video and placed on Fontana Regional Library's website.
2. There shall be a public comment period at the beginning of each library board meeting with no less than 3 minutes allowed per speaker. The comment period will be limited to 30 minutes. The library board may allow for additional time for public comments at the end of the meeting in the board's discretion.

C. Powers and Duties

1. Governance - Bylaws

The Fontana Regional Library Board of Trustees shall adopt bylaws and rules for its own governance as may be necessary and in conformity with the law and this agreement. These bylaws may be amended or repealed and new bylaws adopted by the affirmative vote of a majority of all the members of the Board of Trustees then holding office, provided that notice of the proposed action shall be stated in the call for the meeting and is given at least fifteen days prior to the meeting.

2. Policies

The Fontana Regional Library Board of Trustees is hereby delegated the power to adopt policies for the administration and operation of the Fontana Regional Library.

3. Director

The Fontana Regional Library Board of Trustees is hereby delegated the power to select, appoint, remove, determine salary and other terms of employment of a Regional Director and to delegate to the Regional Director executive powers. [\[The Regional Director shall devote full professional effort to the Fontana Regional Library and shall not simultaneously hold a Director position or comparable executive role in any other participating county library system or library entity within the region.\]](#)

1. These actions shall require a majority vote of the Fontana Regional Library Board of Trustees at which a quorum is present.
2. The Fontana Regional Library Director shall:
 - a. Have a valid North Carolina Public Librarian Certificate.
 - b. Be the chief executive and administrative officer of the Fontana Regional Library.
 - c. Function in accordance with the approved policies of the Fontana Regional Library and administer the Fontana Regional Library consistent with the policies adopted by the Board of Trustees.
 - d. A job description of the Director shall be placed on Fontana Regional Library's website.

4. Budget

The Fontana Regional Library Board of Trustees is hereby delegated the power to and shall adopt an annual budget which shall:

1. Be administered under the same provisions as units of local government (N.C.G.S. §159), with all state funds administered by the Fontana Regional Library and expended throughout the region as described in 07 NCAC 021.0202.
2. Be a composite of the separate budgets of each county library, with an agreed upon amount paid by each county for the materials, salaries and operating expenses that are shared within the region which shall be sent to the Finance Officer in monthly installments.
3. Include a specified amount of funding for each library's operating costs with gifts, special memorials, endowment and trust income, and appropriations for capital outlay earmarked for the designated purpose.
4. A proposed annual budget shall be posted on Fontana Regional Library's website for 30 days prior to approval vote, and final approved budget posted until replaced by a future budget.

5. Finance Officer

The Fontana Regional Library Board of Trustees is hereby delegated the power to appoint a regional Finance Officer as defined in N.C.G.S. §159-24. The Finance Officer shall:

- a. Be responsible for keeping the accounts of the Fontana Regional Library in accordance with generally accepted principals of governmental accounting and for disbursing all funds in strict compliance with N.C.G.S §159, the Local Government Budget and Fiscal Control Act, and 07 NCAC 021.0202.
- b. Ensure expenditure of funds consistent with the budget adopted, by the Fontana Regional Library Board of Trustees.
- c. Report directly to the Regional Director and the Fontana Regional Library Board of Trustees.
- d. A Fontana Regional Library budget report for each County Library Board shall be sent to the Chair of each County Library Board upon final approval for review.

6. Compliance

The Fontana Regional Library Board of Trustees is hereby delegated the power to assure compliance with all applicable state and federal law and eligibility requirements for the receipt of state and federal funds.

7. Facilities

The Fontana Regional Library Board of Trustees is hereby delegated the power to make recommendations to the counties concerning the construction and improvement of the physical facilities of the libraries within the Fontana Regional Library region; however, construction and facility maintenance shall be the responsibility of the local counties unless the Fontana Regional Library Board of Trustees negotiates and approves a collaborative effort.

8. Reports

The Fontana Regional Library Board of Trustees is hereby delegated the power to report to the participating local governmental units. The Fontana Regional Library Board of Trustees shall make regular reports, or delegate to the Regional Director the authority to make the reports, related to services and operations to each county.

9. Audit

- a. The Fontana Regional Library Board of Trustees shall obtain an annual independent audit of the Fontana Regional Library accounts consistent with generally accepted accounting principles.
- b. The Fontana Regional Library Board of Trustees is hereby delegated the power to provide a copy of the Fontana Regional Library's annual audit to the State Library of North Carolina.
- c. The Audit shall be posted on Fontana Regional Library's website within 30 days of completion and review and approval by the Fontana Regional Library Board of Trustees.

IV. Financial Structure

- A. All monies from both state and local governmental units will be paid into the Fontana Regional Library as a public authority which will comply with the provisions of the N.C.G.S §159, the Local Government Budget and Fiscal Control Act.
- B. Each county will provide facilities necessary for the Fontana Regional Library to carry out its mission. Provision of these facilities will include utilities, building and grounds maintenance, improvements or rent for those facilities.

- C. Each county will pay the Fontana Regional Library an adequate amount of money necessary for the Fontana Regional Library to carry out its mission of providing the public of Jackson, Macon, and Swain counties with excellent service and convenient access to resources for their educational, informational, and recreational needs. These funds will allow the Fontana Regional Library to pay for library materials and for operating expenses for libraries within that county. Funds from each county will also be used to contribute to joint operations. At the end of the year, upon completion of the audit and calculation of payables, any remaining funds in excess of operational costs will be reimbursed to the counties that allocated the funding in proportion to their respective contributions.
- D. All state funds will be used for salaries and benefits of employees serving the whole Fontana Regional Library region, for library materials; for telecommunications or telephone services and any other region-wide service.
- E. The Finance Officer will account for all expenditures by source of funds.

V. Terms of Property Ownership

A major benefit of regional cooperation is that scarce resources may be shared among the various county residents without wasteful duplication; however, certain ownership restrictions shall apply:

- A. All real property, buildings, grounds and other facilities of each library shall be acquired and owned by their respective county, and occupied by each library in accordance with a facility lease between Fontana Regional Library and each county.
- B. All other property, including library materials, technology, furnishings, fixtures and equipment, vehicles, or other resources, purchased with state, regional, or county funds shall be owned by Fontana Regional Library excepting what is provided for in Section V.C.
- C. The Hudson Library facility and all library materials, furnishings, and fixtures acquired by Hudson Library, Inc. shall be owned by Hudson Library of Highlands, North Carolina, Incorporated, a private non-profit corporation.
- D. All library materials, furnishings, and fixtures acquired by Fontana Regional Library and located at Hudson Library of Highlands, North Carolina, Incorporated shall be owned by Fontana Regional Library.
- E. As included under N.C.G.S. Chapter 160A, Article 20, Part 1, Joint Exercise of Power, real property if purchased by the Fontana Regional Library is owned jointly as tenants in common by the participating counties.
- F. See also Section VIII hereof regarding the distribution of property in the event of withdrawal of a participating local governmental unit and Section IX hereof regarding the dissolution of the Fontana Regional Library.

VI. Insurance Coverage and Indemnification

A. Insurance Coverage

- 1. Each county shall maintain insurance coverage for the real property, buildings, grounds and other facilities for each of their individual libraries, including general liability insurance, except as indicated in Section VI. A. 3. below.
- 2. The Fontana Regional Library shall maintain insurance coverage for all other property, including library materials, technology, furnishings, fixtures and

equipment, vehicles, or other resources, except as indicated in Section VI. A. 3. below.

3. Hudson Library, Inc. has stipulated liability and property insurance coverage as set forth in the governing Lease Agreement between Hudson Library, Inc. and Macon County. Said Lease Agreement and any Amendments thereto or subsequent Lease Agreements between Hudson Library, Inc. and Macon County shall continue to require said liability and property insurance coverage and is herein incorporated by reference.

B. Indemnification

The Fontana Regional Library Bylaws contain indemnification provisions regarding board members, officers, employees and volunteers, which provisions may be amended from time to time.

VII. Provisions for Amendment

- A. This Agreement may be amended providing that all parties accept and agree to those amendments.
- B. Recommendations for amendments shall be forwarded to each of the counties in writing with a thirty-day period for consideration given. The proposed amendments will be forwarded to the County Commissioners and shall be posted for 30 days on Fontana Regional Library's website. At the next regular meeting of the county boards after this thirty-day period, the amendments shall be voted on by those boards.
- C. Disagreements related to this Agreement shall be resolved first by a committee representatives of two commissioners from each county and the Fontana Regional Library Board of Trustees, and then by their legal counsels if necessary.

VIII. Provisions for Withdrawal

- A. A participating local governmental unit proposing to withdraw from the Fontana Regional Library shall, in accordance with NCAC 07 02I .0308 give written notice on or before July 1 to the Fontana Regional Library Board of Trustees, the other counties' Boards of Commissioners and the State Library of North Carolina. The withdrawal shall be effective the following June 30.
- B. Should that participating local governmental unit decide within this time period to rescind the proposal, that participating local governmental unit shall remain a part of the Fontana Regional Library under the same conditions and requirements as of the agreement currently in effect. under which they became a member.
- C. Should that participating local governmental unit fully withdraw, the following asset allocations would go into effect: Furniture and fixtures purchased by the Friends of the Library within the withdrawing county will remain with their respective library, and books and audiovisual materials will also remain with each library. Notwithstanding the aforementioned, assets located in the local library facility that were purchased by Fontana Regional Library with Fontana Regional Library funds and intended for Fontana Regional Library regional support services will remain assets of Fontana Regional Library.

IX. Provisions for Dissolution

- A. The Fontana Regional Library may be dissolved if two of the three participating local governmental unit parties withdraw in accordance with the procedures stated above.
- B. As included under N.C.G.S. Chapter 160A, Article 20, Part 1, Joint Exercise of Power, property if proved to be purchased by the Fontana Regional Library may be owned jointly as tenants in common by the participating counties; therefore, if the Fontana Regional Library is dissolved, the counties of Jackson, Macon, and Swain shall divide the joint assets equally among themselves.
- C. The distribution of properties and resources, if jointly owned, shall be accomplished by a committee composed of representatives from each county, a representative of the State Library of North Carolina, and the current Fontana Regional Director.
- D. After all outstanding debts are resolved, any remaining funds from the member counties shall be returned to them and the distribution of any remaining State or Federal funds shall be determined by the State Library. Any land and building property, if owned by the Fontana Regional Library, shall be sold and the proceeds distributed to the counties, or the property may be distributed to the counties on an equitable basis as agreed upon by the committee of representatives. Other property such as the bookmobile, outreach van, computers and other technology, books, and any other assets shall be sold at auction and the proceeds divided among the counties, or property may be distributed in some other equitable manner as agreed upon by the committee of representatives.

X. Term, Provisions for Periodic Review and Automatic Renewal

- A. This Agreement may be reviewed at any time by any county or the Fontana Regional Library Board, and amendments may be made according to the procedures stated in Section VII.
- B. This Agreement shall have an initial term of ten years from the date of this Agreement and thereafter shall automatically renew for successive periods of ten years each, unless otherwise terminated as set forth herein. This Agreement shall be reviewed ten years from the date of this Agreement, and every ten years thereafter, by the Fontana Regional Library Board of Trustees and the Boards of the County Commissioners of Jackson, Macon, and Swain Counties. If modifications are deemed reasonable and necessary, amendments may be made according to the procedures stated in Section VII. If modifications are not deemed to be reasonable and necessary, this Agreement shall automatically renew and remain in full force and effect.

XI. Provisions for Termination of this Agreement

This Agreement may be terminated in accordance with Section IX above.

XII. Miscellaneous

- A. This Agreement constitutes the entire agreement between the parties relating to the subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter.
- B. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

- C. This Agreement shall be effective upon acceptance by all the parties hereto as indicated by the date of the last party to sign this Agreement as set forth below.
- D. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.
- E. All By-Laws, and Policies & Guidelines of Fontana Regional Library shall be revised to reflect the changes in this Agreement. If there is an ambiguity between this Agreement and the Fontana Regional By-Laws, this Agreement shall control.

IN WITNESS WHEREOF, this Agreement has been executed by the principal official of the governing board of each party hereto, pursuant to authority of each respective board.

Attest:

JACKSON COUNTY

Clerk to the Board

by _____
Board of Commissioners, Chair

Date: _____

MACON COUNTY

Clerk to the Board

by _____
Board of Commissioners, Chair

Date: _____

SWAIN COUNTY

Clerk to the Board

by _____
Board of Commissioners, Chair

Date: _____

FONTANA REGIONAL LIBRARY, INC

Secretary to the Board

by _____
Board of Trustees, Chair

Date: _____