

AGREEMENT FOR JEFFERSON-MADISON REGIONAL LIBRARY

THIS AGREEMENT is made and entered into this 1st day of January, 2013, by and among the **CITY OF CHARLOTTESVILLE, VIRGINIA** ("Charlottesville"), **ALBEMARLE COUNTY, VIRGINIA** ("Albemarle"), **GREENE COUNTY, VIRGINIA** ("Greene"), **LOUISA COUNTY, VIRGINIA** ("Louisa"), and **NELSON COUNTY, VIRGINIA** ("Nelson"), each of which is hereinafter referred to as a "Participating Locality", and all of which are hereinafter collectively referred to as "Participating Localities".

RECITATIONS:

R-1 The Participating Localities are members of the Jefferson-Madison Regional Library ("Regional Library"), a regional free library system for the areas ("Region") of the Participating Localities, established by an agreement of the Participating Localities dated August 11, 1972.

R-2 The Participating Localities have heretofore amended the August 11, 1972 agreement for the funding and operation of the Regional Library by further agreements executed in 1974, 1982, and 1991.

R-3 The Participating Localities have concluded that it would be to their mutual benefit to enter into a new Agreement for the terms and conditions on which the Regional Library shall be funded and operated and to address other relevant matters.

R-4 The Participating Localities make and enter into this Agreement for the purpose of evidencing the terms and conditions agreed to among them for the establishment, operation and maintenance of a regional free library system.

WITNESSETH: That for and in consideration of the mutual and reciprocal benefits inuring to the parties hereunder, and in further consideration of the duties imposed on the parties hereby, the parties covenant and agree as follows:

- 1. CREATION OF REGIONAL LIBRARY:** The Participating Localities, each of which has qualified for participation in the Commonwealth of Virginia's regional library program, all of which have heretofore been recognized as a Region by the State Library Board, and each of which has heretofore made the minimum local appropriation of funds recommended by the State Library Board, hereby exercise their statutory authority to enter into this Agreement to ratify and reaffirm their creation of the Regional Library and the Board of Trustees for the Jefferson-Madison Regional Library ("Board of Trustees") to administer and control the Regional Library services within the Region.
- 2. MEMBERSHIP OF BOARD OF TRUSTEES:**
 - a. The members of the Board of Trustees shall be appointed by the respective governing bodies of the Participating Localities pursuant to § 42.1-39 of the Code of Virginia.

- b. The Participating Localities have agreed that there shall be nine (9) members on the Board of Trustees, appointed as follows: three (3) members appointed by the governing body of Charlottesville; three (3) members appointed by the governing body of Albemarle; one (1) member appointed by the governing body of Greene; one (1) member appointed by the governing body of Louisa; and one (1) member appointed by the governing body of Nelson. Each Participating Locality may appoint one alternate member who may attend all meetings but may vote only in the absence of a voting member of that Participating Locality.
- c. The members currently serving on the Board of Trustees are confirmed and shall continue for the four (4) year terms or the remainder of the four (4) year unexpired term for which they have been appointed.
- d. No member shall be eligible to serve more than two (2) consecutive terms; however, if a member is appointed to fill an unexpired term, that appointee shall be eligible for appointment to two (2) full, successive terms.
- e. A member of the Board of Trustees may be removed for misconduct, or neglect of duty, by the governing body which appointed that member. After conclusion of each Fiscal Year, the Board of Trustees shall provide to the governing body of each Participating Locality a report of the Board of Trustees' meetings conducted, and the attendance at each such meeting by the Board of Trustees members from the Participating Locality to which such report is submitted, for the immediately-preceding Fiscal Year.
- f. The Board of Trustees shall recommend qualifications for candidates for appointment to the Board of Trustees and shall provide orientation information for new appointees to the Board of Trustees

3. POWERS AND DUTIES OF BOARD OF TRUSTEES:

- a. The Board of Trustees shall have all of the powers vested in such boards by law, and shall have the authority to determine all matters of policy for the Regional Library not otherwise limited by this Agreement.
- b. The Board of Trustees shall elect officers, and adopt such By-Laws, rules and regulations for their own guidance and for the governing of the Regional Library, as may be expedient. It shall determine hours and places of library service and all Regional Library policies, in accordance with State statutes and State library regulations. Policies shall govern the selection, emphasis and distribution of library books, periodicals, and other library materials, the provisions of supplementary services to schools and other institutions, the use of public meeting rooms, and every other question of service, policies, or expenditures within the limits of annual appropriations by Participating Localities.

- c. The Board of Trustees shall have the right to accept donations and bequests of money, personal property, or real estate for the establishment and maintenance of the Regional Library, or endowments therefore, or for use or benefit of the particular library branch or locality designated by the donor.
- d. The Board of Trustees shall employ a Regional Library Director who meets state certification requirements and shall maintain an ongoing performance appraisal process for the Regional Library Director.
- e. The Board of Trustees shall adopt personnel policies and provide an adequate salary scale and fringe benefits for all Regional Library employees.
- f. The Board of Trustees shall maintain, in force at all times, a policy of broad form general public liability insurance issued by an insurer qualified to do business in Virginia, having a single limit coverage of at least three million dollars (\$3,000,000). Such policy shall name each Participating Locality, and its officers and employees, as additional named insureds for branch libraries of that Participating Locality.
- g. The Board of Trustees shall maintain, in force at all times, a policy of public officials liability insurance with coverage deemed adequate by it to protect the interests of the Board of Trustees.

4. BUDGET AND COSTS FOR THE REGIONAL LIBRARY:

- a. The Board of Trustees shall submit the annual budget request for the Regional Library to each Participating Locality by January 15th of each year in a format generally in accordance with the Uniform Financial Reporting System of the Auditor of Public Accounts for the Commonwealth of Virginia. In preparation of its budget request, and by no later than October 15th of each year, the Regional Library Director shall convene and meet with a committee consisting of at least one member of the executive branch of each Participating Locality to explain the Library's anticipated financial requirements for the upcoming year, to determine the level of funding that may be available from the Participating Localities, and to discuss potential means and methods to adequately fund the Regional Library (the "Strategic Planning Meeting"). Each Participating Locality shall consider the budget request as part of its normal budget process.
- b. Funding requests by the Board of Trustees pursuant to this section shall be in the amount determined by the Board of Trustees to provide library services for the Participating Localities on as equitable a basis as possible, consistent with the service levels requested by the Participating Localities, and to the extent reasonably necessary to maintain the Regional Library's eligibility for State aid.
- c. All costs of operating the Regional Library shall be designated as either a regional cost, Charlottesville-Albemarle cost, or a local cost.

- d. Regional costs shall include all costs of providing regional reference services, book purchasing, cataloging and automation services, financial management, branch coordination and related expenses, fiscal agent fees, and the fair market rental value of space (which shall be based upon the current assessed value for that space) required in any library to provide the foregoing regional services. Unless otherwise agreed to by the Participating Localities, regional reference service costs shall equal ten percent (10%) of the costs of the reference service costs of the Central Library branch. A separate cost accounting of the Central Library branch reference services shall be established and maintained for this purpose.
- e. Charlottesville-Albemarle costs shall include all costs of providing facilities to house the collections at the Central Library, Gordon Avenue Library, and Northside Library branches, which shall be deemed local libraries serving Charlottesville and Albemarle, and shall include the compensation and related expenses for personnel who work in those three branches, except those personnel working in the Central Library branch or any other branch library who are engaged primarily in rendering the services described in subparagraph 4(d), above.
- f. Local costs, which shall be borne by the Participating Locality incurring said costs, shall include all costs of housing local book collections in all branches of the Regional Library other than the Central Library, Gordon Avenue Library, and Northside Library branches, and shall include compensation and related expenses for personnel who work in such other branches.

5. FUNDING REQUEST FOR THE REGIONAL LIBRARY:

- a. Regional costs shall be determined by the Board of Trustees consistent with this Agreement. Each Participating Locality shall pay a percentage of the regional costs equal to the percentage of the circulation by its residency of the Regional Library system's total circulation.
- b. Charlottesville-Albemarle costs shall be determined by the Board of Trustees consistent with this Agreement. These costs shall be allocated between Charlottesville and Albemarle in direct proportion to their respective shares of the percentage of the circulation by their residency at the Central Library, Gordon Avenue Library, and Northside Library branches.
- c. Local costs shall be determined by the Board of Trustees consistent with this Agreement. Local costs shall be paid by the Participating Locality for which they are incurred.
- d. Bookmobile and other extension services shall be contracted separately by a Participating Locality and the Board of Trustees. The costs of these services shall

be allocated upon such terms and conditions as the Participating Locality and the Board of Trustees find mutually agreeable.

- e. For purposes of this Agreement, the term "circulation" shall be defined as the total number of items checked out from any branch library, bookmobile, or other point of circulation within the Regional Library system, including but not limited to, books and electronic media. The circulation percentage to be used for any fiscal year shall be based on the circulation figures for the previous three fiscal years. Circulation from University of Virginia students shall be classified by their place of local residence. Circulation for users whose residence is from out of the Region shall not be included in the calculation of circulation unless and until an "Out-of-Area Library Card Fee" has been established pursuant to paragraph 8 of this Agreement. Thereafter, the circulation for users of local branches whose residence is from out of the region shall be included in the calculation of the participating locality's circulation in which the local branch is located; provided, however, the circulation for users of the Central Library, Gordon Avenue Library, and Northside Library branches whose residence is from out of the Region shall be included in the calculation of Albemarle's circulation.
- f. The Board of Trustees will retain all fines and fees, excluding Out-of-Area Library Card Fees, in a separate equipment fund to be used for maintenance, replacement, and purchase of equipment, and purchase of books and other library materials.
- g. Non-recurring capital items identified for a Participating Locality branch library or for a Charlottesville-Albemarle branch library shall be submitted to the Participating Locality as a part of its Capital Improvement Program (CIP). Capital items include (i) land acquisition, and construction of new facilities; (ii) renovations to existing facilities; (iii) major additions or rehabilitations of buildings; (iv) major studies such as facility assessments, engineering or feasibility studies related to facility needs; and (v) equipment requirements. Funding for capital items shall be subject to approval by the Participating Locality. Each Participating Locality shall be responsible for its facility capital costs for its branch library or libraries. Charlottesville and Albemarle shall be jointly responsible on an equal basis for the capital costs for the Central Library and Gordon Avenue Library. Project management costs for Charlottesville-Albemarle capital item projects shall be governed by a separate Memorandum of Understanding between Charlottesville and Albemarle.
- h. The Regional Library may retain a year-end fund balance not to exceed five percent (5%) of the total annual operating budget. The Board of Trustees will, after each Fiscal Year audit, return to each Participating Locality its share of any carryover funds in excess of those amounts necessary to fund the reserve fund. The return of such funds to each Participating Locality will be prorated on the same basis in which the funds were contributed for Regional, Charlottesville-Albemarle and Local costs. In lieu of returning such funds, the Board of Trustees

may formally request alternative uses for such carryover funds, subject to the approval of the Participating Locality.

- i. In conjunction with the submittal of the annual budget request as stated in Paragraph 4(a), the Regional Library Director or his designee will report to each Participating Locality statistics of use, status of programs, results of an annual audit, and a summary of Regional Library activities for the prior Fiscal Year.

6. FUNDING BY PARTICIPATING LOCALITIES:

- a. Participating Localities shall provide funding consistent with this Agreement; provided, however, any funding by a Participating Locality shall be subject to its annual appropriation to the Regional Library.
- b. Subject to final approval by each governing body, it shall be the intent of each Participating Locality to appropriate their proportional share of regional costs at an amount equal to the budget request for the Regional Library provided such costs are reasonable, justifiable and in general conformance with the level of funding anticipated to be available pursuant to the committee process set forth in Section 4(a) or as otherwise determined by the governing bodies of the Participating Localities. If a Participating Locality does not fund its proportional share of regional costs, the Regional Library Director shall present to the executive branch representative for that Participating Locality a plan for how the Regional Library intends to modify services funded as local costs or in the case of Charlottesville or Albemarle, services funded as local costs or Charlottesville-Albemarle costs, in order to provide services within the funding level to be appropriated by the Participating Locality. The governing body of the Participating Locality may make an evaluation and indicate the particular areas of service it wishes to be reduced. Final decisions regarding service reductions shall rest solely with the Board of Trustees; however, the Board of Trustees shall give consideration to the Participating Locality's request for service reductions required to reduce Charlottesville-Albemarle and/or local costs to meet the funding level provided for such Charlottesville-Albemarle and/or local cost services. No Participating Locality shall be required to fund regional or Charlottesville-Albemarle costs at an amount greater than its proportional share as determined pursuant to Section 5 unless such Participating Locality elects to provide supplemental funding on a non-matching basis.
- c. In making funding determinations, Participating Localities shall make a good faith effort to maintain the Regional Library's eligibility for State Aid.

7. OWNERSHIP OF REGIONAL LIBRARY FACILITIES:

- a. Each Participating Locality shall own or lease the real property within that Participating Locality which is used for Regional Library purposes.

Charlottesville-Albemarle branch facilities may be jointly owned or leased by Charlottesville and Albemarle. Such real property shall be provided for use by the Regional Library at no cost to it pursuant to separately executed lease agreements with the exception of the Northside branch which shall be a sub-lease to the Regional Library and funded as a Charlottesville-Albemarle cost.

- b. Each Participating Locality shall, during the term of this Agreement, maintain in force general public liability insurance and property insurance for the properties owned or leased by it for use by the Regional Library in amounts equivalent to coverage for its other public buildings and facilities or such greater amounts deemed necessary, and shall name the Regional Library as an additional named insured. The cost of this insurance shall be the responsibility of each Participating Locality. The Board of Trustees shall maintain in force an insurance policy providing contents coverage for all Regional Library materials, fixtures, and equipment in such amounts as shall be adequate to insure replacement coverage for such items.

8. OUT-OF-AREA LIBRARY CARD FEE:

- a. The Board of Trustees shall establish an "Out-of-Area Library Card Fee" effective no later than January 1, 2013. This fee shall be required to be paid annually by any person who is not a resident of the Region prior to the issuance of a Regional Library card to that person. The minimum annual fee for such card shall be thirty dollars (\$30).
- b. Out-of-Area Library Card Fees shall be separately identified and accounted by the branch library location at which the fees are collected.
- c. Out-of-Area Library Card Fees shall be credited to the Participating Locality at whose local branch the fee was collected, except that the fees collected at the Central Library, Gordon Avenue Library, and Northside Library branches shall be credited to Albemarle.
- d. Out-of-Area Card Fees collected during the Fiscal Year shall be credited toward the budgeted second quarter payment of the ensuing Fiscal Year for each Participating Locality due such fees.

9. FISCAL AGENT:

- a. Charlottesville shall act as the fiscal agent for the Regional Library. As fiscal agent it shall act as the Regional Library's accounting and disbursing office, provide personnel services and maintain personnel and payroll records, provide information technology services, provide procurement services and maintain purchasing accounts and monthly statements, and contract for annual audits.

- b. Charlottesville shall be paid an annual sum equal to two percent (2%) of the annual operating budget of the Regional Library for fiscal services rendered.
- c. Each Participating Locality shall pay its share of the Regional Library's approved costs, as provided for in this Agreement, on a quarterly basis.

10. WITHDRAWAL FROM THE REGIONAL LIBRARY:

- a. No Participating Locality shall have the right to withdraw as a member of the Regional Library without providing two years' notice, pursuant to § 42.1-42 of the Code of Virginia, to each Participating Locality except by consent of all the Participating Localities.
- b. In the event of withdrawal by a Participating Locality, the withdrawing locality shall retain for its use or disposal all library books and other media permanently assigned to its local branch library at the time the notice to withdraw is given. For the Central Library, Gordon Avenue Library, and Northside Library branches, Charlottesville or Albemarle shall be entitled to a pro rata distribution of such books and media based on its percentage of contribution for the acquisition of such property. In addition, the withdrawing locality shall be entitled to a pro rata distribution of the personal property purchased during the operation of the Regional Library based on its percentage of contribution for the acquisition of such property, unless otherwise agreed to by such locality. Buildings and property shall remain under the ownership of the locality owning or jointly owning such property unless otherwise agreed to by such locality.
- c. Upon receiving notice by a Participating Locality of its intent to withdraw from the Regional Library, the chief executive officer of each Participating Locality shall appoint one member to a joint committee to oversee the withdrawal and distribution of assets as provided for in this Agreement or as otherwise provided by unanimous mutual agreement.

11. REGIONAL LIBRARY AGREEMENT REVIEW COMMITTEE:

- a. A Regional Library Agreement Review Committee ("Review Committee") shall be convened and shall meet no less than once every five (5) years beginning in calendar year 2017. The Review Committee shall meet to review this Agreement and recommend any amendments that it may propose thereto.
- b. The Review Committee shall also be convened and meet at any time that a request is received from a new locality to become a member of the Regional Library or there is a proposal to add additional library facilities that are not local branch libraries. The Review Committee shall meet to review such requests and make recommendations as to the merits of the proposal.

- c. The chief executive officer of each Participating Locality shall appoint one (1) member to the Review Committee. The Regional Library Director shall provide all necessary information and support required for the Review Committee to perform its functions.
- d. The Review Committee shall report its recommendations to the governing bodies of the Participating Localities and to the Board of Trustees.

12. EFFECTIVE DATE OF AGREEMENT:

- a. On January 1, 2013, all terms and conditions hereof shall become effective, whereupon all terms and conditions of the 1991 Amended Regional Library Agreement shall automatically terminate.
- b. Until January 1, 2013, the Regional Library shall continue to be operated under the current agreement and practices.

13. CONTROLLING LAW: The parties acknowledge that the terms and conditions hereof shall be interpreted, construed and enforced under the laws of the Commonwealth of Virginia.

14. MODIFICATIONS OR AMENDMENTS: The parties agree that any modification or amendment of this Agreement shall be in writing and signed by all parties before such modification or amendment shall have force or effect.

15. BINDING AGREEMENT: The terms and conditions of this Agreement shall be binding on the parties hereto, their assigns and successors in title.

IN WITNESS WHEREOF, each Participating Locality has caused this Agreement to be duly executed on its behalf in counterparts, with the express provision that the five (5) separate signature pages hereto, taken together, shall constitute one complete document, binding among all parties.

[SEE ATTACHED SIGNATURE PAGES]

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

On behalf of Albemarle County, Virginia, the undersigned signature constitutes the duly authorized execution of the Agreement dated January 1, 2013, by and among the City of Charlottesville, Albemarle County, Greene County, Louisa County, and Nelson County, which Agreement consists of fourteen (14) pages.

ALBEMARLE COUNTY, VIRGINIA

By: Thomas C. Foley
Name: Thomas C. Foley
Title: County Executive
Date: 12/17/12

Approved as to form:

Joy W. Davis
County Attorney

On behalf of the City of Charlottesville, Virginia, the undersigned signature constitutes the duly authorized execution of the Agreement dated January 1, 2013, by and among the City of Charlottesville, Albemarle County, Greene County, Louisa County, and Nelson County, which Agreement consists of fourteen (14) pages.

CITY OF CHARLOTTESVILLE, VIRGINIA

By: Maurice Jones
Name: Maurice Jones
Title: City Manager

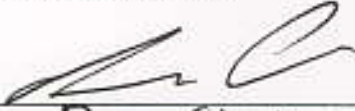
Date: 10-18-12

Approved as to form:

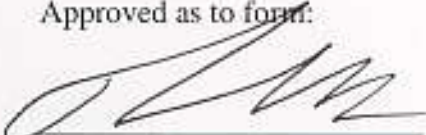

Deputy City Attorney

On behalf of Greene County, Virginia, the undersigned signature constitutes the duly authorized execution of the Agreement dated January 1, 2013, by and among the City of Charlottesville, Albemarle County, Greene County, Louisa County, and Nelson County, which Agreement consists of fourteen (14) pages.

GREENE, VIRGINIA

By: 
Name: Barry Clark
Title: County Administrator
Date: November 13, 2012

Approved as to form:


County Attorney

On behalf of Louisa County, Virginia, the undersigned signature constitutes the duly authorized execution of the Agreement dated January 1, 2013, by and among the City of Charlottesville, Albemarle County, Greene County, Louisa County, and Nelson County, which Agreement consists of fourteen (14) pages.

LOUISA COUNTY, VIRGINIA

By: Robert Dubé

Name: Robert Dubé

Title: County Administrator

Date: 10/30/12

Approved as to form:

County Attorney



On behalf of Nelson County, Virginia, the undersigned signature constitutes the duly authorized execution of the Agreement dated January 1, 2013, by and among the City of Charlottesville, Albemarle County, Greene County, Louisa County, and Nelson County, which Agreement consists of fourteen (14) pages.

NELSON COUNTY, VIRGINIA

By: Stephen A. Carter

Name: Stephen A. Carter

Title: County Administrator

Date: 10/29/2012

Approved as to form:

William R. Payne
County Attorney