

THE GREAT STATE OF NORTH CAROLINA
Counties of Avery, Mitchell, Yancey
and the Town of Spruce Pine

Contract for the AMY Regional Library

WHEREAS, the mission of the Avery-Mitchell-Yancey Regional (AMY) Library is to be an integral part of the lives of the people in the three counties by providing them with excellent educational, recreational, informational and cultural services and;

WHEREAS, recognizing the diverse communities served and the specific individual needs of their residents, four governments and their four libraries collaboratively are committed to the education, economic development and quality-of-life contributions that libraries uniquely are able to provide and;

WHEREAS, this collaboration provides for the most effective and efficient use of local resources for the benefit of their residents and;

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

NOW, THEREFORE, pursuant to resolutions duly adopted by their governing boards, the parties, on this the Fiftieth Anniversary of the original agreement, hereto renew their commitment for the organization of the Avery-Mitchell-Yancey Regional Library upon the terms set forth below therein for a term extending from 1 July 2011 through 30 June 2021.

I. Governments Involved

- a. Avery County
- b. Mitchell County
- c. Yancey County
- d. Town of Spruce Pine

II. Purpose statement

- a. This agreement is to perpetuate excellent library and information 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. 160A, Article 20, Part 1.

III. Board of Trustees

- a. The Board of Trustees shall be the governing body of the Regional Library.
- b. Membership
 - i. There shall be 12 members of the Board of Trustees providing equitable representation of each participating governmental unit.
 1. Avery County: 4 members appointed by the Avery County Board of Commissioners.
 2. Mitchell County: 2 members appointed by the Mitchell County Board of Commissioners.
 3. Yancey County: 4 members appointed by the Yancey County Board of Commissioner.
 4. Spruce Pine: 2 members appointed by the Spruce Pine Board of Alderman.
 - ii. Members shall be appointed from the membership of the local library boards according to bylaws and policies approved by each governing body for that library.
 - iii. Members shall be appointed in staggered terms to promote consistency as well as to accommodate change. Regional Bylaws shall clearly define the

term limits and how staggered terms shall be accomplished among the counties and town. Members shall serve no more than two consecutive terms with no single term longer than three years.

- iv. Vacancies on the Board shall be filled with appointments by the appropriate governing body for the length of the term of the member creating the vacancy.
- c. Powers and Duties delegated to the Regional Library Board of Trustees by the Counties of Avery, Mitchell, and Yancey and the Town of Spruce Pine.
 - i. The Board of Trustees shall be delegated the power to adopt bylaws and rules for its own governance.
 - ii. The Board of Trustees shall be delegated the power to adopt policies for the regional library system's administration and operation.
 - iii. The Board of Trustees shall be delegated the power to select, appoint, remove, determine salary and other terms of employment of a regional library director.
 1. These actions shall require a majority vote of the Board at which a quorum is present.
 2. The AMY Regional Library Director shall:
 - a. Have a valid North Carolina Public Librarian Certificate;
 - b. Be the chief executive and administrative officer of the AMY Regional Library and function in accordance with the approved policies of the AMY Regional Library Board.
 - iv. The Board of Trustees shall develop and approve an annual budget which shall:
 1. Be administered under the same provisions as units of local government (G.S. 159), with all state funds administered by the 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 or quarterly payments as negotiated by the Finance Officer and the local county or town;
 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.
 - v. The Board of Trustees shall be delegated the power to appoint a regional finance officer who shall:
 1. Ensure expenditure of funds consistent with the budget adopted by the Board;
 2. Report directly to the Regional Library Director and at all meetings of the Board.
 - vi. The Board of Trustees shall be delegated the power to assure compliance with all applicable State and Federal law and eligibility for the receipt of State and Federal Funds.
 - vii. The Board of Trustees shall be delegated the power to make recommendations to the governing units concerning the construction and improvement of the physical facilities of the libraries within the region; however, construction and facility maintenance shall be responsibility of the local governing unit unless the Regional Board negotiates and approves a collaborative effort.

- viii. The Board of Trustees shall make regular reports related to services and operations to each governing body as conveyed by approved reports of the Regional Library Director.
- ix. The Board of Trustees shall obtain an annual independent audit of regional library accounts consistent with generally accepted accounting principles, and submit a copy of this audit to the State Library of North Carolina.

IV. Terms of Property Ownership

- a. 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:
 - i. All buildings, grounds, and other facilities of each library shall remain the property of their respective county or town.
 - ii. All books, technology, or other resources paid for with local funds shall remain the property of the respective county or town.
 - iii. All books, technology, or other resources paid for with Regional or State funds shall remain the property of the Regional Library System.

V. Insurance Coverage and Indemnification

- a. Insurance Coverage
 - i. The local government units shall maintain insurance coverage for the building and grounds and other facilities for each of their individual libraries including general liability insurance.
 - ii. The Regional Library shall maintain insurance coverage for the contents of the buildings, the Regional Library Office, and the vehicles used to provide service.
- b. Indemnification
 - i. The Regional Library shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, board member, or employee against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the corporation; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

VI. Provisions for Amendment

- a. This agreement can be amended providing that all parties accept those amendments in a regular meeting of those parties.
- b. Recommendations for amendments shall be forwarded to each of the county and town governments in writing with a thirty-day period for consideration given. At the next regular meeting of the county and town boards after this thirty-day period, the amendments shall be voted on by those bodies.
- c. Disagreements related to this agreement shall be resolved first by a committee of representatives from each governmental unit and then by their legal councils if necessary.

VII. Provisions for Withdrawal

- a. A member proposing to withdraw from the AMY Regional Library System shall give written notice on or before July 1 to the Regional Library Board, the other

participating local governmental units and the State Library of North Carolina. The withdrawal shall be effective the following June 30.

- b. Should that member decide within this time period to rescind the proposal, that member shall remain a part of the Regional Library System under the same conditions and requirements as the agreement under which they became a member.
- c. Should that member fully withdraw, the Terms of Property Ownership as stated in Section IV shall apply.
- d. The AMY Regional Library System may be dissolved if three of the four parties withdraw in accordance with the procedures stated above.
- e. As included under NCGS 160A, Article 20, Part 1, Joint Exercise of Power, property purchased by the region is owned jointly as tenants in common by the participating counties; therefore, if the AMY Regional System is dissolved, the counties of Avery, Mitchell, and Yancey and the Town of Spruce Pine shall divide the joint assets equally among themselves.
- f. The distribution of properties and resources jointly owned shall be accomplished by a committee composed of representatives from each governmental unit, the current Regional Library Director, and a representative from the State Library of North Carolina.
- g. After all outstanding debts are resolved, any remaining State or Federal Funds previously distributed to the Regional Library shall be returned to the State Library and remaining funds from local governmental units shall be returned to them. Any land and building property owned by the Regional Library shall be sold and the proceeds distributed to the local governmental units. 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 units or distributed in some other equitable manner as agreed upon by the committee of representatives.

VIII. Review and Termination.

- a. This agreement shall continue to be in effect for Ten Years from the dated signatures on the contract unless reasonable cause is presented in writing to each of the local governmental units and the State Library of North Carolina.
- b. The agreement may be reviewed at any time by any local governmental body or the Regional Library Board and, if modifications are deemed reasonable and necessary, amendments may be made according to the procedures stated above.
- c. At the end of the ten-year agreement period, the Regional Library Board shall review the agreement, recommend any modifications, and submit it for review and renewal to each of the local governmental units which shall review, suggest modifications, and vote to extend or rescind the agreement.
- d. The agreement may be terminated if reasonable cause is presented in writing by a local governmental unit to the other members of the region, the Regional Library Board, and the State Library of North Carolina.
- e. The effective dates for termination shall be the same as a withdrawal from the System.
- f. If the agreement terminates, and no successor agreement is to be executed, the AMY Regional Library System shall be dissolved and joint assets distributed as described above in Section VII.

This AGREEMENT shall be effective upon acceptance by all parties.

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:

AVERY COUNTY

_____ by _____
Clerk to the Board **Board of Commissioners, Chair**

MITCHELL COUNTY

_____ by _____
Clerk to the Board **Board of Commissioners, Chair**

YANCEY COUNTY

_____ by _____
Clerk to the Board **Board of Commissioners, Chair**

TOWN OF SPRUCE PINE

_____ by _____
Clerk to the Board **Board of Commissioners, Chair**