

**THIS CONTRACT** is made and entered into this 17<sup>th</sup> day of April, 2013, by and among the **CITY OF FRANKLIN, VIRGINIA** ("Franklin"), **ISLE OF WIGHT COUNTY, VIRGINIA** ("Isle of Wight"), **SOUTHAMPTON COUNTY, VIRGINIA** ("Southampton"), **SURRY COUNTY, VIRGINIA** ("Surry"), and **SUSSEX COUNTY, VIRGINIA** ("Sussex"), each of which is hereinafter referred to as a "Participating Locality", and all of which are hereinafter collectively referred to as "Participating Localities", and the **BOARD OF TRUSTEES FOR THE BLACKWATER REGIONAL LIBRARY** ("Board of Trustees").

**RECITATIONS:**

- R-1** The Participating Localities are members of the Blackwater Regional Library ("Regional Library"), a regional free library system for the areas ("Region") of the Participating Localities.
- R-2** The Participating Localities have heretofore contracted for the funding and operation of the Regional Library.
- R-3** The Participating Localities have concluded that it would be to their mutual benefit to contract for the terms and conditions on which the Regional Library shall be funded and operated, the membership of the Board of Trustees shall be determined, and other relevant matters shall be addressed.
- R-4** Because the Participating Localities have heretofore established a regional free library system, the Board of Trustees must agree to the terms hereof.
- R-5** The Participating Localities and the Board of Trustees make and enter into this contract for the purpose of evidencing the terms and conditions agreed to among them for the future establishment 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 upon the parties hereby, the parties covenant and agree as follows:

1. **EFFECTIVE DATE:** The terms and conditions hereof shall be effective on July 1, 2013, and shall thereafter remain in effect until this Contract is terminated, or revised, in accordance with the terms and conditions hereof.
2. **CREATION OF REGIONAL LIBRARY:** The Participating Localities, each of which has qualified for participation in the State'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 contract to ratify and reaffirm their creation of the Board of Trustees to administer and control the Regional Library services within the Region.

**3. 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.
- b. The Participating Localities have agreed that there shall be fifteen (15) members on the Board of Trustees, appointed as follows: six (6) members by the governing body of Isle of Wight; three (3) members by the governing body of Southampton; three (3) members by the governing body of Franklin; one (1) member by the governing body of Surry; and two (2) members by the governing body of Sussex.
- c. Appointments shall be made prior to the expiration of the term of office of each Trustee, and each such appointment shall be made by the Participating Locality whose governing body appointed the Trustee whose term is expiring.
- d. Each appointment made to fill a vacancy created by an expired term of office shall be made for a term of four (4) years. When a term of office expires that office shall remain vacant until the vacancy is filled through appointment by the appropriate locality.
- e. Each appointment made to fill an unexpired term of office shall be for the remaining term of the vacant office.
- f. No member shall be eligible to serve more than two (2) successive 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.
- g. A Fiscal Agent shall be selected by the Board of Trustees, and the Fiscal Agent selected shall be compensated an amount determined by agreement between the Fiscal Agent and the Board of Trustees.

**3. POWERS AND DUTIES OF BOARD OF TRUSTEES:**

- a. No member shall receive a salary for service on the Board of Trustees.
- b. 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 for 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.

- c. The members of 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 free library system, as may be expedient.
- d. The Board of Trustees shall have control of expenditure of all monies credited to the regional free library fund.
- e. 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 free library system, or endowments therefor.
- f. The Board of Trustees shall have the authority to execute contracts with the State Library Board, with the library boards (if any) of the Participating Localities, and any and all other agencies for the purpose of administering a public library service within the Region, including contracts concerning allocation and expenditure of funds, to the same extent as the library board of any one of the Participating Localities would be so authorized.
- g. The Board of Trustees shall have the authority to sell surplus assets, including real estate, of the Board of Trustees. Any proceeds from such sales (unless restricted by the donor thereof) must be expended equitably for the benefit of the Regional Library's entire service area.
- h. The Board of Trustees shall employ a Regional Library Director who meets state certification requirements, shall provide adequate salary scale and fringe benefits for all Regional Library employees, shall adopt personnel policies, shall recommend qualifications and candidates for appointment to the Board of Trustees and advise each Participating Locality of pending appointments, shall provide orientation information for new appointees to the Board of Trustees, and shall maintain an ongoing performance appraisal process for the Regional Library Director.
- i. The Board of Trustees shall have the authority to determine all matters of policy for the regional library system (e.g., days and hours of operation).

**4. FUNDS AND EXPENSES OF REGIONAL LIBRARY:**

- a. The Participating Localities have agreed on a formula ("Cost Sharing Formula") which shall be used to apportion among them the expenses of the Regional Library. As used herein, the word "expenses" ("Expenses") shall mean all costs which the Board of Trustees has authorized the Regional Library to incur.
- b. The Board of Trustees shall prepare and present to the Participating Localities a yearly revenue and expenditure budget in accordance with the formatting requirements of the Participating Localities, generally in

accordance with the Uniform Financial Reporting System of the Auditor of Public Accounts for the Commonwealth of Virginia.

- c. The population figures for the Cost Sharing Formula shall be taken from the Federal Census or statistics from the Weldon Cooper Center for Public Service, whichever is more current as of January 1 of each year.
- d. The circulation figures for the Cost Sharing Formula shall be the actual annual circulation for the most recent Fiscal Year. The circulation figures shall include the actual Bookmobile circulation for each Participating Locality.
- e. The Cost Sharing Formula shall be used to apportion costs among the Participating Localities for each Fiscal Year, beginning with FY14 (eg., the Fiscal Year beginning July 1, 2013, and extending through June 30, 2014). The term "Fiscal Year" shall mean a one year term beginning on July 1, and ending on the next-following 30<sup>th</sup> day of June. The share of each Participating Locality's costs for each Fiscal Year shall be determined as follows: [(Participating Locality's circulation for prior Fiscal Year) divided by (Regional Library's total circulation for prior Fiscal Year) times (2)] PLUS [(Participating Locality's population) divided by (total population of all Participating Localities)] DIVIDED BY [3] EQUALS [Participating Locality's share of Regional Library costs].
- f. The Cost Sharing Formula set forth in paragraph 4.e. hereof shall remain in effect until modified by the Participating Localities, as follows:
  - i. If the Participating Localities agree upon a modified Cost Sharing Allocation, the modified Cost Sharing Formula shall become effective on the first day of the next-following July, or such other date as is determined by agreement of all Participating Localities.
  - ii. If a Participating Locality seeks a modification of the Cost Sharing Formula, the then-current Cost Sharing Formula shall remain in effect unless and until terms of a modified Cost Sharing Formula have been approved by all Participating Localities.
- g. The Board of Trustees shall designate a fiscal agent ("Fiscal Agent") which shall have custody of those funds of the Regional Library which are not designated and/or set aside in specific funds (e.g., an endowment created by gift for a specific purpose). The Board of Trustees shall have custody and control of all funds which are so designated and/or set aside. Restricted and/or designated funds shall remain under the control of the Board of Trustees, and invested pursuant to directives of the Board of Trustees. The Treasurer for Southampton currently serves as the Fiscal Agent, and shall continue to serve in that capacity unless and until the Board of Trustees acts

to change the Fiscal Agent. The Board of Trustees shall maintain effective agreements which designates a Fiscal Agent, sets forth the duties of that Fiscal Agent, and sets forth the compensation to be paid for the services of the Fiscal Agent, with the term of each Fiscal Agent to be determined by Contract. Each such agreement with a Fiscal Agent shall provide that if a new agreement has not been finalized at least three (3) months prior to the scheduled termination date, all terms and conditions of the then current agreement shall be automatically extended for an additional term of one (1) year. Each such one-year renewal term shall have a termination date of June 30.

- h. The Treasurers, or other financial officers of the Participating Localities, shall transfer quarterly to the Finance Director/Director of Operations for the Regional Library ("Finance Director"), all monies collected, or appropriated, by such Participating Localities for library services. The Finance Director shall forward such funds to the Fiscal Agent.
- i. Each Participating Locality shall process the Regional Library funding request through its normal annual budget procedures with appropriate notice of any public hearings being given to the Board of Trustees and, in the event a recommendation to appropriate funds at a level less than requested is being made or anticipated, the Participating Locality shall provide an opportunity to the Board of Trustees to be heard.
- j. In the event any Participating Locality chooses to appropriate funds at a level lower than requested, the Board of Trustees shall have the right to reduce or freeze service levels within the Participating Locality proportionately in accordance with the funding reduction. The governing body of the Participating Locality may make an evaluation and recommend the particular areas of service it wishes reduced or frozen, but final decisions concerning reduction shall rest solely with the Board of Trustees. To the extent possible, any reduction or elimination of services to a Participating Locality shall be imposed proportionally among all Regional Library branches operated in such Participating Locality.
- k. If during any Fiscal Year a Participating Locality elects to reinstate services theretofore eliminated because that Participating Locality did not provide "full funding", then the Participating Locality shall have the right to increase its funding and request that the Board of Trustees restore the newly funded services to that Participating Locality. The Participating Locality shall pay the actual cost of the services reinstated for the remainder of the current fiscal year. Such Participating Locality's share of its proportionate share of contributions for the ensuing Fiscal Year shall be determined by the Board of Trustees, subject to approval by the Participating Locality.

- l. The Board of Trustees shall furnish a detailed report of the receipts and disbursements of all funds at a regular meeting of the governing body of every Participating Locality after the close of the Commonwealth's Fiscal Year.
- m. The Board of Trustees shall furnish the same report to The Library of Virginia.
- n. The Finance Director of the Regional Library shall be bonded in an amount determined by the Board of Trustees. The Board of Trustees shall authorize payment of the bond premiums from Regional Library funds, and may authorize payment of the bond premiums from state aid library funds.
- o. Donations of money or property which are conditioned on use by, or at, a specific branch may be accepted as conditioned, and once accepted such condition shall be honored by the Board of Trustees.

**5. WITHDRAWAL FROM THE REGIONAL LIBRARY:**

- a. No Participating Locality shall have the right to withdraw as a member of the Regional Library without affording two (2) years' notice to the other Participating Localities, and to the Board of Trustees.
- b. If a Participating Locality withdraws from participation as a member of the Regional Library, it shall not be entitled to possession or ownership of any Regional Library assets, even though the withdrawing locality may have contributed to the acquisition cost of such Regional Library asset.
- c. The Participating Localities hereby covenant and agree that except for interest in real estate, all Regional Library assets are owned by the Regional Library, and the Participating Localities have no ownership interest therein.

**6. JOINDER BY NEW LOCALITY:** The Regional Library will entertain requests from new localities to become a member of the Regional Library. The Board of Trustees shall determine the terms and conditions on which such new locality may become a member of the Regional Library. The proposed joinder shall be conditioned on the new locality accepting all terms and conditions hereof, as now in effect and as hereafter revised, and shall require approval by the Board of Trustees, and by the governing body of each Participating Locality.

**7. OWNERSHIP/MAINTENANCE 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 ("Library Real Estate"). Such Library Real Estate shall be provided for use

by the Regional Library at no cost to it (e.g., the Participating Localities shall pay all costs incurred for such Real Property, including liability insurance, repairs, maintenance, provision of utility service, provision of janitorial service, maintenance of parking and other exterior areas, etc.).

- b. Each Participating Locality shall report to the Regional Library, as soon as possible following the conclusion of each Fiscal Year, all costs incurred by such Participating Locality for Regional Library purposes during such Fiscal Year. Such costs shall be reported by the Regional Library to the State Library Board as "in-kind" support, which shall be used to calculate the state aid due to the Regional Library.

**8. PARTICIPATING LOCALITIES' RIGHT TO ADD NEW LIBRARY FACILITIES AND EXPAND OR REPLACE EXISTING FACILITIES:**

- a. Each Participating Locality shall have the right to provide new Regional Library facilities (i.e., Real Property and Personal Property, hereinafter together collectively referred to as "Facilities"), or to expand or replace existing Facilities. The Participating Locality which provides such new/expanded/replacement Facilities shall bear all cost increases incurred in connection with such new/expanded/replacement Facilities for the remainder of the Fiscal Year in which such new/expanded/replacement Facilities begin operation, and shall continue to bear all such costs until such time as state aid, administered through the State Library, begins providing reimbursement for such Participating Locality's costs arising from the new/expanded/replacement Facilities.
- b. For so long as the Participating Locality is bearing the costs referred to in paragraph 8.a. hereof, the circulation increase generated at such new/expanded/replacement Facilities shall not be included in the computation of that Participating Locality's share of Regional Library costs.
- c. Once such Participating Locality's duty to pay all such cost increases have ended, all costs thereafter incurred in connection with such new/expanded/replacement Facilities shall be apportioned among the Participating Localities.

**9. EFFECTIVE DATE OF CONTRACT; TERMINATION OF PRIOR CONTRACTS; TRANSITIONAL PROVISIONS:**

- a. On July 1, 2013, all terms and conditions hereof shall become effective, and all such terms and conditions shall thereafter remain in full force and effect until a Participating Locality has withdrawn from this Contract in accordance with the terms and conditions hereof, or until the terms and conditions hereof are changed by the Participating Localities.

b. Until July 1, 2013, the Regional Library shall continue to be operated under current contracts and practices.

10. **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.

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

12. **BINDING AGREEMENT:** The terms and conditions of this contract shall be binding on the parties hereto, their assigns and other successors in title.

**IN WITNESS WHEREOF,** each Participating Locality, and the Board of Trustees, has caused this contract to be duly executed on its behalf in counterparts, with the express provision that the six (6) separate signature pages hereto, taken together, shall constitute one complete document, binding among all parties.

**[SEE ATTACHED SIGNATURE PAGES]**

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On behalf of the City of Franklin, Virginia, the undersigned signature constitutes the duly authorized execution of the contract dated April 17, 2013, by and among the City of Franklin, Virginia, Isle of Wight County, Virginia, Southampton County, Virginia, Surry County, Virginia, Sussex County, Virginia, and the Board of Trustees for the Blackwater Regional Library, which contract consists of fourteen (14) pages.

CITY OF FRANKLIN, VIRGINIA

By:

*R. Daborn Ashburn*

Title:

*Mayor*

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On behalf of Isle of Wight County, Virginia, the undersigned signature constitutes the duly authorized execution of the contract dated April 17, 2013, by and among the City of Franklin, Virginia, Isle of Wight County, Virginia, Southampton County, Virginia, Surry County, Virginia, Sussex County, Virginia, and the Board of Trustees for the Blackwater Regional Library, which contract consists of fourteen (14) pages.

ISLE OF WIGHT COUNTY, VIRGINIA

By: Joseph W. Hall  
Title: Chairman

Approved as to form:

Mark C. Popovich  
Mark C. Popovich  
County Attorney

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On behalf of Southampton County, Virginia, the undersigned signature constitutes the duly authorized execution of the contract dated April 17, 2013, by and among the City of Franklin, Virginia, Isle of Wight County, Virginia, Southampton County, Virginia, Surry County, Virginia, Sussex County, Virginia, and the Board of Trustees for the Blackwater Regional Library, which contract consists of fourteen (14) pages.

SOUTHAMPTON COUNTY, VIRGINIA

By: 

Title: COUNTY ADMINISTRATOR

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On behalf of Surry County, Virginia, the undersigned signature constitutes the duly authorized execution of the contract dated April 17, 2013, by and among the City of Franklin, Virginia, Isle of Wight County, Virginia, Southampton County, Virginia, Surry County, Virginia, Sussex County, Virginia, and the Board of Trustees for the Blackwater Regional Library, which contract consists of fourteen (14) pages.

SURRY COUNTY, VIRGINIA

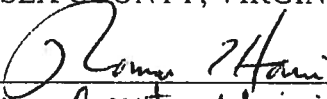
By: Tyronne W. Franklin

Title: Surry County Administrator

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On behalf of Sussex County, Virginia, the undersigned signature constitutes the duly authorized execution of the contract dated April 17, 2013, by and among the City of Franklin, Virginia, Isle of Wight County, Virginia, Southampton County, Virginia, Surry County, Virginia, Sussex County, Virginia, and the Board of Trustees for the Blackwater Regional Library, which contract consists of fourteen (14) pages.

SUSSEX COUNTY, VIRGINIA

By:   
Title: County Administrator

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On behalf of the Board of Trustees for the Blackwater Regional Library, the undersigned signature constitutes the duly authorized execution of the contract dated April 17, 2013, by and among the City of Franklin, Virginia, Isle of Wight County, Virginia, Southampton County, Virginia, Surry County, Virginia, Sussex County, Virginia, and the Board of Trustees for the Blackwater Regional Library, which contract consists of fourteen (14) pages.

BOARD OF TRUSTEES FOR THE  
BLACKWATER REGIONAL LIBRARY

By: *Marion C. Neighloun*  
Title: BOARD CHAIRMAN

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