

AMENDED REGIONAL LIBRARY AGREEMENT

1991

WHEREAS, the City of Charlottesville and the Counties of Albemarle, Louisa, Nelson, and Greene have heretofore established, pursuant to law and subject to the provisions of an agreement among the city and counties dated **August 11, 1972**, a regional library system known as the Jefferson-Madison Regional Library; and

WHEREAS, that agreement was modified by a further agreement executed by the city and the counties in 1974 and 1982; and

WHEREAS, the parties to that contract now desire further to amend the agreement for operation of the library system;

NOW, THEREFORE, in consideration of the mutual promises in this agreement, the city and counties hereby agree as follows:

1. The management and control of the Regional Library shall continue to be vested in the Jefferson-Madison Regional Library Board created and appointed by the governing bodies of the city and counties pursuant to *Chapter 2, Title 42.1, Code of Virginia (1950)*, as amended. The Board shall have all of the powers vested in such boards by law. Charlottesville shall appoint three (3) members to the Board; Albemarle, three (3) members; Louisa, one (1) member; Nelson, one (1) member; and Greene, one (1) member. Each jurisdiction is authorized to appoint one alternate member who may attend all meetings but may vote only in the absence of the principal member. The members currently serving on the Board are confirmed and shall continue in office for the terms for which they have been appointed.

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2. The Library Board shall provide and regulate library services to the residents of the City of Charlottesville and the Counties of Albemarle, Louisa, Nelson, and Greene on as equitable a basis as is practicable, consistent with the wishes of the governing bodies of those jurisdictions.
3. All costs of operating the Regional Library shall be considered to fall into one of three categories defined as follows:
 - (a) Regional costs shall include all costs of providing reference services, book purchasing, cataloging and automation services, financial management, branch coordination and related expenses, and the fair rental value of space required in the Central Library, 201 East Market Street, Charlottesville, Virginia to provide the foregoing regional services.
 - (b) Charlottesville-Albemarle costs shall include all costs of providing facilities to house the collections at the Central Library, Gordon Avenue, and Northside Branches, which shall be deemed local collections jointly serving those two jurisdictions, and the compensation and related expenses for personnel who work in those three facilities, except those personnel working in the Central Library who are engaged primarily in rendering the services described in subparagraph (a) above.
 - (c) Local costs shall include all costs of housing local book collections in all branches of the library other than the Central Library, Gordon Avenue, and Northside Branches, and compensation and related expenses for personnel

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who work in such other branches.

4. The costs described above shall be determined and allocated among the participating jurisdictions as follows:
 - (a) Regional costs shall be determined by the Library Board. Each jurisdiction shall pay a percentage of the regional costs equal to its percentage of the Regional Library system's total circulation. The percentages to be used in any fiscal year shall be determined by the circulation figures for the previous two fiscal years. Regional reference costs, may be determined on actual use for the prior fiscal year, with a minimum of one percent (**1%**) of the regional reference costs.
 - (b) Charlottesville-Albemarle costs shall likewise be determined by the Regional Library Board. These costs shall be allocated between the City of Charlottesville and Albemarle County in direct proportion to their respective shares of the total circulation at the Central Library, Gordon Avenue, and Northside Branches. The circulation figures shall be determined in the same manner as those used to allocate regional costs.
 - (c) Local costs shall be determined by the Regional Library Board, and paid by the jurisdiction for which they are incurred. The type of facility to be used to house a local collection shall be determined by the governing body of the city or county in which that collection exists. However, the Regional Library Board may refuse to permit local collections to be housed in facilities it

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determines to be inadequate to provide minimal protection to the collections.

(d) Bookmobile, Books-By-Mail, and other extension services shall be contracted separately by each jurisdiction with the Regional Library Board upon such terms and conditions as the Board and the contracting jurisdiction find mutually agreeable.

5. The Regional Library Board shall designate one of the participating jurisdictions as the fiscal agent of the regional library system. The fiscal agent shall act as the system's accounting and disbursing office, maintaining personnel, payroll records, purchasing accounts and monthly statements, and contracting for annual audits. All fund balances shall be invested and earnings accrued to each fund. Each jurisdiction shall pay its share of the costs, determined as provided above, to the fiscal agent on a quarterly basis. The fiscal agent shall be paid an annual sum equal to two percent (2%) of the annual operating budget of the Regional Library Board system for the services rendered.
6. The Regional Library Board shall determine hours and places of library service and determine all policies, in accordance with state statutes and the state library regulations. The Regional Library Board's policies, formulated on recommendation of its member and the Director, 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

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meeting rooms, and every other question of service, policies, or expenditures within the limits of annual appropriations. Regulations concerning all services, including branch libraries and bookmobiles, shall be promulgated by the Regional Library Board.

7. All library employees, whether engaged in local or regional cost activities, shall receive compensation and benefits established by the pay and classification plan adopted by the Regional Library Board.
8. The Regional Library Board will submit the annual budget request by **January 15th** of each year and each jurisdiction will consider the Regional Library budget as part of the normal budget process.
9. Gifts of money, books, or other useful donations may be accepted by the Regional Library Board for general use in the library system, or for particular use in the library branch or jurisdiction designated by the donor.
10. The Regional Library will retain all fines and fees in a separate equipment fund to be used for maintenance, replacement, and purchase of equipment.
11. The Regional Library will retain a year-end fund balance not to exceed five percent (**5%**) of the total annual operating budget.

The Regional Library Board will report annually to each jurisdiction regarding the statistics of use, status of programs, and summarizing of activities of the fiscal year.

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The Regional Library Board will, after each year's audit, return to each jurisdiction its share of any carryover funds in excess of those amounts necessary to fund the reserve fund. The return of such funds to each locality will be prorated on the same basis in which they contributed the costs. The Board may formally request uses for these returned carryover funds.

12. The Regional library has the authority to establish a capital fund to be funded by annual budget allocations.
13. In the event any participating jurisdiction determines to dissolve this agreement as provided by the *Code of Virginia, Section 42.1-42*, as amended, the distribution or allocation of buildings, books, furnishings, and equipment shall be negotiated by a joint committee appointed by all the participating jurisdictions. However, any library books or other media, permanently assigned to any particular local collection at the time that negotiation for dissolution begins, shall remain in the jurisdiction responsible for that local collection for its use or disposal.
14. This agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all of such counterparts taken together shall constitute one and the same agreement. This agreement shall be in force and effect upon its approval by all participating jurisdictions.

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IN WITNESS WHEREOF, the governing bodies of the participating jurisdictions have caused this agreement to be executed and attested by their duly authorized officials.

ATTEST:

COUNTY OF ALBEMARLE
BY _____

DATE OF GOVERNING BODY APPROVAL:

ATTEST:

CITY OF CHARLOTTESVILLE
BY _____

DATE OF GOVERNING BODY APPROVAL:

ATTEST:

COUNTY OF GREENE
BY _____

DATE OF GOVERNING BODY APPROVAL:

ATTEST:

COUNTY OF LOUISA
BY _____

DATE OF GOVERNING BODY APPROVAL:

ATTEST:

COUNTY OF NELSON
BY _____

DATE OF GOVERNING BODY APPROVAL:
