

**Pettigrew Regional Library
2022 Regional Agreement
Plymouth, North Carolina 27962**

The Boards of County Commissioners of Chowan, Perquimans, Tyrrell and Washington Counties, pursuant to G.S. 153A-270 and G.S. 160A, Article 20, Part 1, hereby enter into this Agreement for the joint operation of the Pettigrew Regional Library, a multicounty library system, 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.

Pursuant to resolutions duly adopted by their governing boards, the participating counties identified below renew their commitment to the Pettigrew Regional Library based upon the terms set forth below for a term extending from July 1, 2022 through June 30, 2032.

Participating Counties

The Pettigrew Regional Library will operate the following county libraries:

Shepard-Pruden Memorial Library, Edenton	Chowan County
Perquimans County Library, Hertford	Perquimans County
Tyrrell County Public Library, Columbia	Tyrrell County
Washington County Library, Plymouth	Washington County

Board of Trustees

The Pettigrew Regional Library will be governed by a library board of trustees composed of twelve members, three from each participating county.

Members of the Pettigrew Regional Library Board will be appointed from the membership of the local advisory library boards by each Board of County Commissioners.

Members will be appointed in staggered terms to promote consistency as well as to accommodate change. No member will be appointed to more than two consecutive terms, and no single term will be longer than six years.

Trustees missing three consecutive board meetings without reasons acceptable to Board of Trustees will be considered to have resigned and will be replaced. Vacancies on the board of trustees will be filled by appointment from the local library board in the county from which the vacancies occur.

Powers and Duties of the Board

The Boards of County Commissioners hereby delegate to the Regional Library Board of Trustees the following powers and duties:

- 1) to adopt such bylaws and rules for its own governance as may be necessary and in conformity with the law;
- 2) to adopt policies for the regional library system's administration and operation;
- 3) to appoint a Regional Library Director. Such Library Director will have a valid North Carolina Public Librarian Certificate. The Board will delegate to the Library Director executive powers and all library personnel will be under the administration of the Library Director;
- 4) to designate a Regional Library Finance Officer to serve as prescribed by G.S. 159-24. Such Finance Officer may be a person or a firm and will report to the Regional Director and the Regional Library Board of Trustees. The Finance Officer will ensure expenditure of funds consistent with the budget adopted by the Board;
- 5) to prepare the annual budget of the Regional Library in line with the needs of each unit and the grants anticipated from the State Aid to Public Libraries Funds, and to present such budgets for approval and to be included in the budgets of the participating local governmental units;
- 6) to have its accounts audited as soon as possible after the close of each fiscal year as prescribed by G.S. 159-34. Copies of this audit will be submitted to the State Library and to the four county managers when accepted by the North Carolina Local Government Commission;
- 7) to assure compliance with all applicable State and Federal law and eligibility requirements for the receipt of State and Federal funds.
- 8) to make recommendations to the Boards of Commissioners of the counties concerning the construction and improvement of physical facilities of the libraries in the region;
- 9) to report quarterly to the participating counties and to report annually to the State Library as required by G.S. 125-5.

Finances

Monies from both State and local governments paid into the Pettigrew Regional Library as a public authority will be administered in compliance with provisions of the Local Government Finance Act (G.S. 159).

Each county will pay into the Regional Library account the amount of money necessary for operation of its facilities, including, but not limited to rent, utilities, custodial services, maintenance and repair of building interiors and exteriors, parking lots, grounds, and landscaping unless otherwise furnished; for salaries and employer share of benefits for personnel working exclusively in the county; and for materials or equipment exclusively for that county. Each county may also contribute to joint operations as mutually agreed on.

All State funds will be used according to current Rules and Regulations for the allocation of State Aid to Public Libraries as issued by the North Carolina Department of Cultural Resources. The Finance Officer will account for all expenditures by source of funds.

Property Ownership

All buildings, grounds, facilities, furniture, equipment, books, materials, technology, resources, or other library assets owned or purchased by or for each participating county will remain the property of that county.

All furniture, equipment, books, materials, technology, resources or other library assets directly paid for or purchased with State, Federal or shared local funds will remain the joint property of the Pettigrew Regional Library, as included under G.S. 160A, Article 20, Part 1. No real property will be owned by or titled in the name of the Pettigrew Regional Library. Regional Library offices will be located at a site suitable to the Regional Board of Trustees and by mutual agreement of the Boards of County Commissioners; the benefits of the proximity of the Regional staff will be deemed proper compensation.

If one county should withdraw from the Regional Library, it forfeits any rights to the joint property except as set out under the Provisions for Withdrawal and Dissolution. If the Agreement is terminated, the joint property will be divided equitably or sold and the receipts divided equitably among the counties.

Insurance and Indemnification

Each county will maintain insurance coverage for the building and grounds and other library facilities located within that county and for the contents of said building and library facilities.

Pettigrew Regional Library will maintain insurance coverage for the Regional Office and vehicles used to provide service.

The Pettigrew Regional Library will, 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 will be provided for any such person with respect to any matter as to which he or she will have been finally adjudicated in any proceeding not to have acted in good faith or in the reasonable belief that such action was in the best interests of the Pettigrew Regional Library and further provided that any compromise or settlement payment will be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

Provisions for Withdrawal and Dissolution

If any county, or counties, participating in the Regional Library wishes to withdraw from the Region, it must give written notice on or before July 1 to the Regional Library Board, the other participating counties and the State Library of North Carolina that it wishes to withdraw from the Regional Library on June 30 of the following year. If the withdrawal does not result in the dissolution of the Regional Library, the Regional Library Board will give the withdrawing library its portion of books and other materials when the loss of these materials to the Region will not impoverish the regional collection. The Library Director's opinion may be used to determine which materials can be spared.

If the withdrawal results in dissolution of the Regional Library or the Regional Agreement is otherwise terminated for any reason, the books and other materials purchased jointly by the Region will be divided equitably among the counties. All other property, such as vehicles and equipment, will be sold by sealed bids and the proceeds equitably divided among the counties.



Provisions for Amendment

This Agreement may be amended by resolution of each Board of County Commissioners and recorded in its minutes. The amendment will be in effect after the last county has approved it, or at the time specified in the amendment. Requests for amendment may come from either a Board of County Commissioners or from the Regional Library Board of Trustees.

Disagreements related to this Agreement will be resolved by a committee of representatives from each county and the Pettigrew Regional Library.

Provisions for Termination

This Agreement will become effective on September 4, 2022 and continue to be in effect for a period of ten (10) years unless sooner terminated as set forth in this section.

The participating counties may, either by amendment to this Agreement or by approval of a new interlocal agreement, extend the term of this Agreement for such period as they may mutually agree upon.

The Agreement may be terminated if reasonable cause is presented in writing by a participating county to other members of the region, the Pettigrew Regional Library Board and the State Library of North Carolina.

Effective dates for termination will be the same as a withdrawal from the Pettigrew Regional Library.

If the Agreement terminates, and no successor agreement is to be executed, the Pettigrew Regional Library will be dissolved, and joint assets distributed as described under Provisions for Withdrawal and Dissolution.



**Pettigrew Regional Library
2022 Regional Agreement
Plymouth, North Carolina 27962**

The Boards of County Commissioners of Chowan, Perquimans, Tyrrell and Washington Counties, pursuant to G.S. 153A-270 and G.S. 160A, Article 20, Part 1, hereby enter into this Agreement for the joint operation of the Pettigrew Regional Library, a multicounty library system, 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.

Pursuant to resolutions duly adopted by their governing boards, the participating counties identified below renew their commitment to the Pettigrew Regional Library based upon the terms set forth below for a term extending from July 1, 2022 through June 30, 2032.

Participating Counties

The Pettigrew Regional Library will operate the following county libraries:

Shepard-Pruden Memorial Library, Edenton	Chowan County
Perquimans County Library, Hertford	Perquimans County
Tyrrell County Public Library, Columbia	Tyrrell County
Washington County Library, Plymouth	Washington County

Board of Trustees

The Pettigrew Regional Library will be governed by a library board of trustees composed of twelve members, three from each participating county.

Members of the Pettigrew Regional Library Board will be appointed from the membership of the local advisory library boards by each Board of County Commissioners.

Members will be appointed in staggered terms to promote consistency as well as to accommodate change. No member will be appointed to more than two consecutive terms, and no single term will be longer than six years.

Trustees missing three consecutive board meetings without reasons acceptable to Board of Trustees will be considered to have resigned and will be replaced. Vacancies on the board of trustees will be filled by appointment from the local library board in the county from which the vacancies occur.

Powers and Duties of the Board

The Boards of County Commissioners hereby delegate to the Regional Library Board of Trustees the following powers and duties:

- 1) to adopt such bylaws and rules for its own governance as may be necessary and in conformity with the law;
- 2) to adopt policies for the regional library system's administration and operation;
- 3) to appoint a Regional Library Director. Such Library Director will have a valid North Carolina Public Librarian Certificate. The Board will delegate to the Library Director executive powers and all library personnel will be under the administration of the Library Director;
- 4) to designate a Regional Library Finance Officer to serve as prescribed by G.S. 159-24. Such Finance Officer may be a person or a firm and will report to the Regional Director and the Regional Library Board of Trustees. The Finance Officer will ensure expenditure of funds consistent with the budget adopted by the Board;
- 5) to prepare the annual budget of the Regional Library in line with the needs of each unit and the grants anticipated from the State Aid to Public Libraries Funds, and to present such budgets for approval and to be included in the budgets of the participating local governmental units;
- 6) to have its accounts audited as soon as possible after the close of each fiscal year as prescribed by G.S. 159-34. Copies of this audit will be submitted to the State Library and to the four county managers when accepted by the North Carolina Local Government Commission;
- 7) to assure compliance with all applicable State and Federal law and eligibility requirements for the receipt of State and Federal funds.
- 8) to make recommendations to the Boards of Commissioners of the counties concerning the construction and improvement of physical facilities of the libraries in the region;
- 9) to report quarterly to the participating counties and to report annually to the State Library as required by G.S. 125-5.

Finances

Monies from both State and local governments paid into the Pettigrew Regional Library as a public authority will be administered in compliance with provisions of the Local Government Finance Act (G.S. 159).

Each county will pay into the Regional Library account the amount of money necessary for operation of its facilities, including, but not limited to rent, utilities, custodial services, maintenance and repair of building interiors and exteriors, parking lots, grounds, and landscaping unless otherwise furnished; for salaries and employer share of benefits for personnel working exclusively in the county; and for materials or equipment exclusively for that county. Each county may also contribute to joint operations as mutually agreed on.

All State funds will be used according to current Rules and Regulations for the allocation of State Aid to Public Libraries as issued by the North Carolina Department of Cultural Resources. The Finance Officer will account for all expenditures by source of funds.

Property Ownership

All buildings, grounds, facilities, furniture, equipment, books, materials, technology, resources, or other library assets owned or purchased by or for each participating county will remain the property of that county.

All furniture, equipment, books, materials, technology, resources or other library assets directly paid for or purchased with State, Federal or shared local funds will remain the joint property of the Pettigrew Regional Library, as included under G.S. 160A, Article 20, Part 1. No real property will be owned by or titled in the name of the Pettigrew Regional Library. Regional Library offices will be located at a site suitable to the Regional Board of Trustees and by mutual agreement of the Boards of County Commissioners; the benefits of the proximity of the Regional staff will be deemed proper compensation.

If one county should withdraw from the Regional Library, it forfeits any rights to the joint property except as set out under the Provisions for Withdrawal and Dissolution. If the Agreement is terminated, the joint property will be divided equitably or sold and the receipts divided equitably among the counties.

Insurance and Indemnification

Each county will maintain insurance coverage for the building and grounds and other library facilities located within that county and for the contents of said building and library facilities.

Pettigrew Regional Library will maintain insurance coverage for the Regional Office and vehicles used to provide service.

The Pettigrew Regional Library will, 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 will be provided for any such person with respect to any matter as to which he or she will have been finally adjudicated in any proceeding not to have acted in good faith or in the reasonable belief that such action was in the best interests of the Pettigrew Regional Library and further provided that any compromise or settlement payment will be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

Provisions for Withdrawal and Dissolution

If any county, or counties, participating in the Regional Library wishes to withdraw from the Region, it must give written notice on or before July 1 to the Regional Library Board, the other participating counties and the State Library of North Carolina that it wishes to withdraw from the Regional Library on June 30 of the following year. If the withdrawal does not result in the dissolution of the Regional Library, the Regional Library Board will give the withdrawing library its portion of books and other materials when the loss of these materials to the Region will not impoverish the regional collection. The Library Director's opinion may be used to determine which materials can be spared.

If the withdrawal results in dissolution of the Regional Library or the Regional Agreement is otherwise terminated for any reason, the books and other materials purchased jointly by the Region will be divided equitably among the counties. All other property, such as vehicles and equipment, will be sold by sealed bids and the proceeds equitably divided among the counties.



Provisions for Amendment

This Agreement may be amended by resolution of each Board of County Commissioners and recorded in its minutes. The amendment will be in effect after the last county has approved it, or at the time specified in the amendment. Requests for amendment may come from either a Board of County Commissioners or from the Regional Library Board of Trustees.

Disagreements related to this Agreement will be resolved by a committee of representatives from each county and the Pettigrew Regional Library.

Provisions for Termination

This Agreement will become effective on September 4, 2022 and continue to be in effect for a period of ten (10) years unless sooner terminated as set forth in this section.

The participating counties may, either by amendment to this Agreement or by approval of a new interlocal agreement, extend the term of this Agreement for such period as they may mutually agree upon.

The Agreement may be terminated if reasonable cause is presented in writing by a participating county to other members of the region, the Pettigrew Regional Library Board and the State Library of North Carolina.

Effective dates for termination will be the same as a withdrawal from the Pettigrew Regional Library.

If the Agreement terminates, and no successor agreement is to be executed, the Pettigrew Regional Library will be dissolved, and joint assets distributed as described under Provisions for Withdrawal and Dissolution.

