

**GUILFORD COUNTY CONTRACT NO. 36460-08/15-152
CITY OF GREENSBORO**

NORTH CAROLINA

GUILFORD COUNTY

**INTERLOCAL AGREEMENT REGARDING ADDITIONAL
FUNDING FOR THE GREENSBORO PUBLIC LIBRARIES**

THIS INTERLOCAL COOPERATION AGREEMENT, hereinafter referred to as the "Interlocal Agreement Regarding Additional Funding for the Greensboro Public Libraries," is hereby made, entered into, and effective as of the 1st day of July, 2015, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and the CITY OF GREENSBORO, hereinafter referred to as the "CITY," and also collectively referred to as the "Parties."

W I T N E S S E T H :

THAT WHEREAS, since 1997, the COUNTY has appropriated grant funds to the CITY each fiscal year for the CITY OF GREENSBORO to carry out its Library Programs and Activities; and,

WHEREAS, the CITY has requested funding from the COUNTY in addition to the base annual Library appropriation as set forth in the Interlocal Agreement on Public Libraries between the Parties (GUILFORD COUNTY Contract No. 36460-03/11-171), in order to carry out the programs and activities of the GREENSBORO Library, regardless of whether the citizens live inside or outside the CITY OF GREENSBORO; and,

WHEREAS, on June 18, 2015, the GUILFORD COUNTY Board of Commissioners approved this additional allocation to the CITY OF GREENSBORO through approval of the 2015-2016 GUILFORD COUNTY budget. The CITY and the COUNTY have determined that it is in the public's best interest and benefit to enter into this new Interlocal Agreement Regarding Additional Funding for the GREENSBORO Public Libraries; and,

WHEREAS, the GUILFORD COUNTY Board of Commissioners has appropriated the total sum of \$1,356,847 for the fiscal year ending June 30, 2016, to support this purpose. The Interlocal Agreement on Libraries between the Parties (GUILFORD COUNTY Contract No. 36460-03/11-171) provides for an allocation of \$1,302,286 for Fiscal Year 2015-2016 based on the formula set forth in the above referenced contract, therefore, the additional amount allocated for the GREENSBORO Public Libraries under this Agreement shall not exceed **\$54,561**. This Interlocal Agreement Regarding Additional Funding for the GREENSBORO Public Libraries is made as a supplement to the Interlocal Agreement on Public Libraries between the Parties (GUILFORD COUNTY Contract No. 36460-03/11-171), and shall not supersede the Interlocal Agreement or vice versa; and,

WHEREAS, it is desirable and necessary to enter into this Interlocal Agreement in order to set forth the terms and conditions for receiving said funds from the COUNTY; and,

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right; and,

WHEREAS, the CITY and the COUNTY agree that this Interlocal Agreement shall continue for one (1)

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year, from July 1, 2015 to June 30, 2016, unless amended or terminated pursuant to the terms herein; and,

WHEREAS, the governing bodies of the CITY and COUNTY have ratified this Interlocal Agreement by approvals being recorded in their respective Minutes; and,

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained in this Interlocal Agreement herein accruing to the benefit of each of the respective Parties hereto and other good and valuable consideration, receipt and sufficiency of which is acknowledged by the CITY and the COUNTY, the Parties agree as follows:

1. **The GREENSBORO Public Libraries.** The CITY, pursuant to the authority granted in N.C.G.S. §153A-261, et. seq., and in compliance with all applicable laws, shall continue to support a public library system for the benefit of all citizens of GUILFORD COUNTY. This Public Library System shall be entitled, "The GREENSBORO Public Libraries." It shall be operated as the CITY deems to be in the public's best interest and benefit.
2. **Term of Agreement.** This Interlocal Agreement shall continue for one (1) year, from July 1, 2015 to June 30, 2016, unless amended or terminated pursuant to the terms herein.
3. **Annual Payments to CITY.** In consideration for the performance of the CITY's Library Services, the COUNTY shall pay to the CITY the lump sum of **\$54,561** under the terms of this Interlocal Agreement for Fiscal Year **2015-2016**. The payment hereunder shall be made in a lump sum, payable by December 31 of the Fiscal Year.

The GUILFORD COUNTY Board of County Commissioners has appropriated the total sum of \$1,356,847 for the fiscal year ending June 30, 2016, to support the purpose of Library Services provided by the CITY OF GREENSBORO. The Interlocal Agreement on Public Libraries between the Parties (GUILFORD COUNTY Contract No. 36460-03/11-171) provides for an allocation of \$1,302,286 for Fiscal Year 2015-2016, therefore, the additional amount allocated for the GREENSBORO Public Libraries under this Interlocal Agreement Regarding Additional Funding for the GREENSBORO Public Libraries shall not exceed \$54,561.

This Interlocal Agreement Regarding Additional Funding for the GREENSBORO Public Libraries is made as a supplement to the Interlocal Agreement on Public Libraries between the Parties (GUILFORD COUNTY Contract No. 36460-03/11-171), and shall not supersede the Interlocal Agreement or vice versa.

4. **Additional Payments to CITY.** At the time that any future, additional payment amounts are appropriated by the GUILFORD COUNTY Board of Commissioners or are otherwise provided by any other funding sources, new written agreements hereto will be entered into and executed between the Parties. Any such agreements for additional funding will serve as supplements hereto, and shall not replace or supersede this Interlocal Agreement or vice versa.
5. **Appropriation of Funds.** The Parties acknowledge that this Contract is subject to appropriation of funds by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.
6. **"Clawback" for Non-Performance or Violation.** If the CITY fails to perform its obligations under this Agreement, or if the CITY shall violate any of the provisions of this Agreement, the COUNTY shall have the right to terminate this Agreement by giving written notice to the CITY of such

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termination at least thirty (30) days before the effective date of such termination. In such event, all unexpended funds at the time of such termination shall be promptly repaid to the COUNTY. Furthermore, the COUNTY reserves the right to require the CITY to repay funds expended in violation of the terms and conditions of this Agreement.

7. **Notice.** Notices under this Interlocal Agreement shall be deemed sufficient upon the mailing to the Parties by certified or registered mail at the following locations:

GUILFORD COUNTY
County Manager
P.O. Box 3427
Greensboro, NC 27402

CITY OF GREENSBORO
City Manager
P.O. Box 3136
Greensboro, NC 27402.

8. **Amendment.** The terms of this Agreement may only be amended with a written Contract Amendment executed by both Parties.

9. **Performance.**

The COUNTY shall be entitled to conduct program evaluations of the GREENSBORO Public Libraries' activities, particularly as related to the accomplishments of established goals and objectives and the quality and impact of services being delivered.

10. **Books, Records and Accounting.** All accounts, books, ledgers, journals and other records of the GREENSBORO PUBLIC LIBRARIES shall be maintained by the CITY in accordance with generally accepted accounting principles, practices and procedures for a period of at least three (3) years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the CITY.

11. **Audit.** A copy of the current audit of the comprehensive annual financial report (CAFR) and current management letter for the CITY will be submitted to the GUILFORD COUNTY Internal Audit Office within six (6) months of the CITY's fiscal year end. Included in the CITY's CAFR will be the funding passed through the CITY to the GREENSBORO Public Libraries. The COUNTY shall be entitled to audit the financial records and operations of the GREENSBORO Public Libraries. The GREENSBORO Public Libraries shall provide the COUNTY's Internal and External Auditors, during regular business hours, access to the GREENSBORO Public Libraries' books and records. A copy of the financial records and operations of the GREENSBORO Public Libraries shall be provided by the CITY at the COUNTY's discretion.

12. **Drug-Free Workplace.** The CITY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace of 1988 41 U.S.C.701).

13. **Indemnification.** As a condition of receiving funds from GUILFORD COUNTY, the CITY agrees to fully indemnify and hold harmless GUILFORD COUNTY, its officers, agents, and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries, and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this Agreement.

14. **Independent Contractor.** The COUNTY is in no way responsible for the administration or supervision of the CITY's officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.

15. **Assignment.** The CITY shall not assign any interest in this Agreement and shall not transfer

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any interest in this Agreement without prior written approval of the COUNTY.

16. Non-Discrimination. In connection with the performance of this Agreement, the CITY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin.

17. Meetings. Meetings of the GREENSBORO Public Libraries' Board of Directors, Advisory Board or Governing Board must be open to the public.

18. Governing Board. The Board of Commissioners may, in its discretion, place an ex-officio member on the Governing Board of the GREENSBORO Public Libraries, to the extent allowed by law.

19. Entire Agreement. This Contract, along with the Interlocal Agreement on Public Libraries between the Parties (Guilford County Contract No. 36460-03/11-171), including the Exhibits and/or Attachments, sets forth the entire Agreement between the Parties regarding the matters set forth herein. All other prior conversation or writings on the subject of libraries between the Parties hereto or their representatives prior to the start of the 2011-2012 - 2015-2016 Fiscal Years are merged within and extinguished.

This Contract shall not be modified except by a Contract Amendment or separate Agreement subscribed to by both Parties. The Parties agree that, in addition to this Interlocal Agreement Regarding Additional Funding for the GREENSBORO PUBLIC LIBRARIES, other Contracts or Contract Amendments regarding Library Services may be entered into by the Parties during the term of this Agreement, as provided herein.

20. Jurisdiction. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the Parties have executed this INTERLOCAL AGREEMENT REGARDING ADDITIONAL FUNDING FOR THE GREENSBORO PUBLIC LIBRARIES in their respective names and titles, by their proper officials, all by the authority of appropriate resolutions of the governing bodies of each of the taxing units, duly adopted, as of the day and year first written above.

ATTEST:

GUILFORD COUNTY

By: Robina B. Keller
Guilford County Clerk to Board

By: Marty K. Lawing 9-18-15
Marty K. Lawing, Guilford County Manager



This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: David Baker III 9/16/15
Guilford County Finance Director

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ATTEST:

CITY OF GREENSBORO

By: _____
Greensboro City Clerk

By: _____
Jim Westmoreland, Greensboro City Manager

(CITY SEAL)

APPROVED AS TO FORM & LEGALITY:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Greensboro City Attorney

By: _____
Greensboro City Finance Director



**City of Greensboro
Contract Signature Authorization Sheet
Libraries**

Vendor: Guilford County

Tracking number: 10.304

Contract Number:

Change Order Number:

Service, Item or Project Description:

Interlocal Agreement Regarding Additional Funding for the Greensboro
Public Libraries.

Signatures

_____ Date: _____
Department Head Recommendation/Authorization

This instrument has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.

_____ Date: _____
Deputy Finance Officer

_____ Date: _____
City Attorney: Approved as to form

_____ Date: _____
Assistant City Manager: Authorized

_____ Date: _____
Mayor: Executed

_____ Date: _____
City Clerk: Attested