

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF GREENSBORO AND THE COUNTY OF GUILFORD
FOR THE PROVISION OF PUBLIC LIBRARY SERVICES**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT ("Interlocal Agreement" or "Agreement") made this the ____ day of _____, 2017, and effective as of the 1st day of July, 2017, by and between the **CITY OF GREENSBORO**, a municipal corporation in the State of North Carolina ("CITY"), and **GUILFORD COUNTY**, North Carolina, a body politic and corporate ("COUNTY"), and also collectively referred to as the "Parties."

WITNESSETH

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, since 1993, the CITY and COUNTY have agreed to jointly fund the Greensboro Public Library System to support its programs and activities for the benefit of all citizens of Guilford COUNTY, regardless of whether the citizens live inside or outside the City of Greensboro; and

WHEREAS, the CITY and COUNTY have determined that it is in the public benefit and interest to formalize this Interlocal Agreement; and

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

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:

Greensboro Public Library System. The CITY, pursuant to the authority granted in G.S. 153A-261, et. seq., and in compliance with all applicable laws, shall continue to operate and support a public library system for the benefit of all citizens of Guilford County. This public library system shall be entitled the Greensboro Public Library System. It shall be operated and controlled in all aspects exclusively by the CITY as the CITY deems to be in the public interest and benefit.

1. Term of Agreement. This Interlocal Agreement shall continue for five (5) years, from July 1, 2017 to June 30, 2022, unless terminated pursuant to the terms herein.
2. Annual Payment to CITY. For the fiscal year 2017-2018, the COUNTY will pay to the CITY for the provision of library services the amount of \$1,356,847. For the fiscal year 2018-2019, the COUNTY will pay to the CITY for the provision of library services the

amount of \$1,467,294. For the fiscal year 2019-2020, the COUNTY will pay to the CITY for the provision of library services the amount of \$1,586,732. For the fiscal year 2020-2021, the COUNTY will pay to the CITY for the provision of library services the amount of \$1,715,667. Beginning in fiscal year 2021-2022 the COUNTY'S payment shall be the percentage of the net annual budget for library services equal to the portion of materials checked out by Guilford County residents that use the city's library services, but live outside the limits of the CITY. This percentage shall be updated biannually based on the previous fiscal year's usage data and through methodology agreed to by CITY and COUNTY staffs, such methodology incorporated by reference herein as "Exhibit A" and "Exhibit B." The annual net budget calculations shall include direct library expenditures minus revenues, excluding Historical Museum expenditures and revenues and debt service for related library facilities. Annual payments are to be payable by December 1 of each fiscal year.

3. Audit. The CITY shall provide the COUNTY'S Internal and External Auditors, during regular business hours, access to the Greensboro Public Library system's books and records.
4. Termination. This Interlocal Agreement may be terminated by either party by providing twelve months notice prior to the start of the next fiscal year. Notice 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

5. Entire Agreement. This Interlocal Agreement contains the entire agreement regarding the matters set forth herein. This Interlocal Agreement shall not be modified or amended except by an instrument in writing signed by an authorized representative of the parties herein.
6. Prior Agreements. This Agreement cancels, revokes and supersedes all prior agreements written or oral between the parties concerning library services.
7. Comprehension of Documents. In entering this Agreement, the parties herein represent that each has chosen to either enter this Agreement in full comprehension of the terms herein and their implications, or each has voluntarily chosen to do so in disregard of any risk of failure to comprehend the terms and conditions of this Agreement.
8. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina, which the parties agree shall be the sole and exclusive jurisdiction for any suit or cause of action based upon or arising out of this

Agreement. The parties further agree that the venue for any suit or cause of action based upon or arising out of this Agreement shall be Guilford County, North Carolina.

9. Additional Documents. The parties agree to cooperate fully with the other and to execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to fully effect and give force to the terms and intent of this Agreement.
10. Severability. If, after the date hereof, any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future law, the remaining provisions of this agreement shall be fully enforceable.
11. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.
12. Iran Divestment Act Certification. As of the date of this Agreement, the Parties certify that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 and that the Parties will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Agreement on behalf of the Parties certify that they are authorized by the Parties to make this certification.
13. E-Verify. The Parties certify that they currently comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, they will continue to comply with these requirements. The Parties also certify that they will require that all of their subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

SEE NEXT PAGE FOR SIGNATURES

IN WITNESS THEREOF, the parties have executed this Interlocal Agreement 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:

THE CITY OF GREENSBORO

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM

THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND
FISCAL CONTROL ACT

By: _____
City Attorney

By: _____
City Finance Officer

ATTEST:

GUILFORD COUNTY

By: _____
Clerk to Board

By: _____
Chairman

APPROVED AS TO FORM

THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND
FISCAL CONTROL ACT

By: _____
County Representative

By: _____
County Finance Director

Exhibit A

Payment under the Agreement beginning in fiscal year 2021-2022 shall be calculated as follows:

Determine the percentage of items checked out by COUNTY residents not residing within CITY limits based on the Greensboro Public Library Usage Mapping Project Methodology referenced in Exhibit B. Multiply that figure by the adopted net budget for library services. See the example below for further explanation.

Percentage of items checked out to COUNTY residents not residing within CITY limits:

$$= 25\%$$

Annual net budget for library services:

Total budgeted expenditures related to library services		\$8,000,000
Minus total budgeted revenues related to library services	-	<u>\$500,000</u>
Total net budget	=	\$7,500,000

Total payment due from the COUNTY to the CITY for library services:

Percentage of items check out to COUNTY residents		25%
Multiplied by the total net budget	×	<u>\$7,500,000</u>
Total payment due	=	\$1,875,000

Exhibit B

Greensboro Public Library Usage Mapping Project Methodology

The usage mapping project is an effort to identify what proportion of library materials are being circulated to various groups of library customers.

In order to determine this information, the following process has been developed.

- 1) At some point after the middle of each month, addresses are collected for each item that is in a status of “checked out”. It is possible for individual addresses to have more than one entry. This would occur if multiple residents of a single address each have items checked out or if an individual resident has multiple items checked out. Each address represents a single item that was checked out by a library customer.
- 2) City GIS worked with the library to develop a method to randomly sample the data collected in item 1. The sample (200 items a month/2400 a year) insures a result that provides a 2.2% margin of sampling error with a 95% confidence interval. This means that on average, 95 out of 100 times that data is sampled in this manner it would be expected that the results would fall within the 2.2% margin of error.
- 3) Addresses collected from the random sample are reviewed and corrected for accuracy if needed.
- 4) The random samples for each month are retained for an annual report. At the end of the fiscal year all of the addresses are forwarded to the city’s GIS specialists for processing.
- 5) GIS determines the location of each address (Inside the city limits, inside the county line, but outside the city limits, etc.). After that GIS returns the results to the library in the form of a map and text summary describing the results.