

COUNTIES OF ASHE, WATAUGA, AND WILKES, NORTH CAROLINA
AMENDMENT TO INTERLOCAL AGREEMENT
FOR THE APPALACHIAN REGIONAL LIBRARY SYSTEM

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR THE APPALACHIAN REGIONAL LIBRARY SYSTEM (hereinafter "Amendment") is made and entered into effective as of that date set forth hereinbelow, by and between the **COUNTY OF ASHE**, a body politic, party of the first part; the **COUNTY OF WATAUGA**, a body politic, party of the second part; and the **COUNTY OF WILKES**, a body politic, party of the third part;

WITNESSETH:

WHEREAS, the Counties of Ashe, Watauga, and Wilkes, through their respective Boards of Commissioners, approved an Interlocal Agreement for the Appalachian Regional Library System with an effective date of June 1, 2022 (hereinafter the "2022 Interlocal Agreement"); and

WHEREAS, said Counties now wish to amend the same as hereinafter set forth;

NOW, THEREFORE, the parties hereto, acting through their respective Boards of Commissioners under the authority of NCGS §153A-270 and Chapter 160A, Article 20, Part 1, do hereby agree as follows:


SECTION III. of the 2022 Interlocal Agreement, "**Board of Trustees**," subsection B., "Membership," is amended by adding a new paragraph 6 to read as follows:

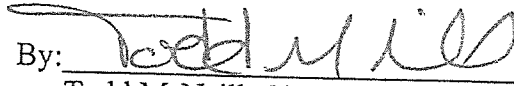
6. In the event an ARLB member is unable to attend a meeting of the ARLB, the chair of the local library board for the county from which said ARLB member was appointed may designate a substitute member to attend such meeting. The substitute member shall be a member of that county's local library board and shall have all of the rights and privileges of an ARLB member while serving as a substitute member at such meeting. The chair of a local library board, upon designating a substitute member for an ARLB meeting under this paragraph 6, shall notify the chair of the ARLB of such designation as far in advance of said meeting as is practicable. If the chair of the ARLB is the one for whom the substitute member is designated, the chair of the local library board shall notify either the ARLB vice chair or the ARL Director.

IN WITNESS WHEREOF, this Amendment has been executed by the principal official of the governing body of each party hereto, pursuant to authority of each respective governing body.

ASHE COUNTY:

Attest:

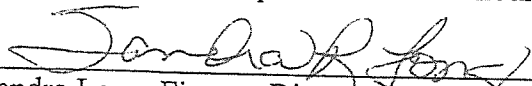

Missy Seivers, Clerk to the Board

By: 
Todd McNeill, Chairman
Ashe County Board of Commissioners

Date: 5-3-23

PRE-AUDIT CERTIFICATE
Ashe County

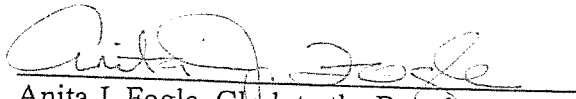
This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act, up to the annual amount of the appropriation by Ashe County for ARL.

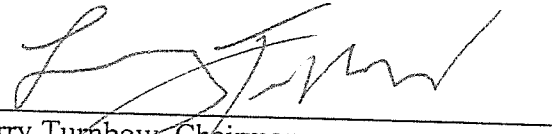
By: 
Sandra Long, Finance Director, Ashe County

IN WITNESS WHEREOF, this Amendment has been executed by the principal official of the governing body of each party hereto, pursuant to authority of each respective governing body.

WATAUGA COUNTY:

Attest:


Anita J. Fogle, Clerk to the Board

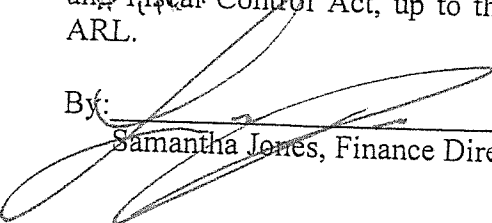
By: 
Larry Turnbow, Chairman
Watauga County Board of Commissioners

Date: 5/2/2023



PRE-AUDIT CERTIFICATE
Watauga County

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act, up to the annual amount of the appropriation by Watauga County for ARL.

By: 
Samantha Jones, Finance Director, Watauga County

IN WITNESS WHEREOF, this Amendment has been executed by the principal official of the governing body of each party hereto, pursuant to authority of each respective governing body.

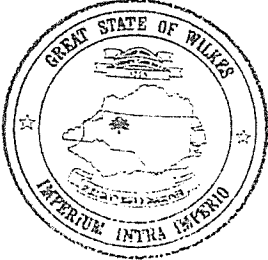
WILKES COUNTY:

Attest:

Sarah D. Call
Sarah D. Call, Clerk to the Board

By: Gideon K. Elmore
Gideon Keith Elmore, Chairman
Wilkes County Board of Commissioners

Date: 4-18-2023



PRE-AUDIT CERTIFICATE
Wilkes County

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act, up to the annual amount of the appropriation by Wilkes County for ARL.

By: Chris Huffman
Chris Huffman, Finance Director, Wilkes County

COUNTIES OF ASHE, WATAUGA, AND WILKES, NORTH CAROLINA
INTERLOCAL AGREEMENT
FOR THE APPALACHIAN REGIONAL LIBRARY SYSTEM

THIS INTERLOCAL AGREEMENT FOR THE APPALACHIAN REGIONAL LIBRARY SYSTEM (hereinafter “Agreement”) is made and entered into effective as of that date set forth hereinbelow, by and between the **COUNTY OF ASHE**, a body politic, party of the first part; the **COUNTY OF WATAUGA**, a body politic, party of the second part; and the **COUNTY OF WILKES**, a body politic, party of the third part;

WITNESSETH:

WHEREAS, the mission of the Appalachian Regional Library (ARL) is to be an integral part of the lives of the people in the three counties by promoting the power of knowledge, the joy of reading, and the spirit of imagination; supporting and encouraging life-long learning; and contributing significantly to the sense of community and the economic well-being of Ashe, Wilkes, and Watauga Counties;

WHEREAS, recognizing the diverse communities served and the specific individual needs of their residents, three governments and their three libraries collaboratively are committed to the education, economic development, and quality-of-life contributions that libraries uniquely are able to provide and;

WHEREAS, this collaboration provides for the most effective and efficient use of local resources for the benefit of their residents and;

WHEREAS, this collaboration provides opportunities for service and resource allocations otherwise beyond the financial and service capacities of the individual governments and libraries;

NOW, THEREFORE, the parties hereto, having previously entered into an Interlocal Agreement in 2012 for the purposes set forth herein (referred to hereinafter as “the 2012 Interlocal Agreement”), and desiring to renew their commitment for the organization of the Appalachian Regional Library upon the terms set forth below, do hereby agree as follows:

SECTION I. Governments Involved

The local governments constituting the parties to this Agreement, which are hereinafter referred to as the member counties, are:

- A. Ashe County
- B. Watauga County
- C. Wilkes County

SECTION II. Purpose Statement

The purpose of this Agreement is to perpetuate excellent library and information services to the residents of the areas included within the jurisdiction of the member counties in compliance with NCGS §153A-270 and Chapter 160A, Article 20, Part 1.

SECTION III. Board of Trustees

A. The Appalachian Regional Library Board (ARLB) shall be the governing body of the ARL.

B. Membership

1. The membership of the ARLB shall consist of twelve (12) members, four (4) each to be appointed by the Boards of County Commissioners of Ashe County, Watauga County, and Wilkes County upon the approval of this Agreement. All members appointed to the ARLB by a Board of County Commissioners under this subsection B shall be appointed from that county's local library board. Should an ARLB member cease to be member of the local library board for any reason, his or her membership on the ARLB shall terminate and the vacancy shall be filled in accordance with the provisions of paragraph 5 below.
2. Appointments by the Boards of County Commissioners under paragraph 1 above shall be in August of each year with an effective date to be the annual meeting of the ARLB in September.
3. Those members of the ARLB duly appointed under the 2012 Interlocal Agreement and serving as of the effective date of this Agreement shall continue to be eligible to serve the remainder of the term to which they were appointed, it being the intent of this Agreement to retain the same staggered terms as existed under the 2012 Interlocal Agreement. As the term of each member ends, or as vacancies occur under paragraph 5 below, the reappointment of existing members and appointment of new members shall be made in accordance with this Section III.B.

4. The term of an ARLB member appointed or reappointed hereunder shall be four (4) years. Subject to paragraph 5 below, no individual will be appointed to more than two (2) consecutive terms.
5. In case of a vacancy on the ARLB, whether due to death, resignation, failure to qualify under paragraph 1 above, or other cause, the Board of County Commissioners of the member county for which the vacancy occurs shall appoint a new member to serve the remainder of the unexpired term. ARLB members who are appointed to fill unexpired terms are eligible to be appointed for one (1) additional full term; provided, that if the new member is fulfilling an unexpired term for less than 24 months, that member is eligible to serve two (2) consecutive full terms. All ARLB members shall serve until their successors have been appointed.

C. Powers and Duties delegated to the ARLB by the Counties of Ashe, Watauga, and Wilkes

1. The ARLB shall be delegated the power to adopt such bylaws, rules, and regulations for its own guidance and for the government of the library as may be necessary and in conformity with law.
2. The ARLB shall be delegated the power to adopt policies for the regional library system's administration and operation.
3. The ARLB shall be delegated the power to select, appoint, remove, determine salary and other terms of employment of a regional library director (the ARL Director), and delegate to that person executive powers. The ARL Director shall:
 - a. Have a valid North Carolina Public Librarian Certificate; and
 - b. Be the chief executive and administrative officer of the ARL System and function in accordance with the approved policies and bylaws of the ARLB. In addition to such other provisions as may be approved by the ARLB with respect to said policies and bylaws, the same shall require that the ARL Director consult with the local library board of each member county for its review and input in the selection and appointment of a county librarian for that county; provided, that such review and input shall be considered by but shall not binding upon the ARL Director.

4. The ARLB shall develop and approve an annual budget which shall:
 - a. Be administered under the provisions of NCGS Chapter 159 and be subject to an independent audit in that ARL is a local governmental agency pursuant to NCGS§159-7(10) with all state funds administered by the regional library and expended throughout the region as described in 07 NCAC 02I.0202;
 - b. Include the separate budgets of each member county library, with the understanding that funds appropriated by each separate member county will be spent for that county; it will include an agreed upon amount paid by each member county for the materials, salaries, and operating expenses which shall be sent to the ARL Finance Officer in monthly or quarterly payments as negotiated by the ARL Finance Officer and the member county; prior to ARLB approval of the annual budget, the separate budget of each member county shall be submitted to that county's local library board for its review and input, which shall be considered by but shall not binding upon the member county and the ARLB; and
 - c. Include a specified amount of funding for each library's operating costs with gifts, special memorials, endowment and trust income, and appropriations for capital outlay earmarked for the designated purpose.
5. The ARLB shall be delegated the power to appoint a regional library finance officer (the ARL Finance Officer) who shall:
 - a. Ensure expenditure of funds consistent with the budget adopted by the ARLB;
 - b. Report directly to the ARL Director and the ARLB; and
 - c. Attend and report at all meetings of the ARLB.
6. The ARLB shall be delegated the power to assure compliance with all applicable State and Federal laws and eligibility for the receipt of State and Federal funds.

7. The ARLB shall be delegated the power to make recommendations to the member counties concerning the construction and improvement of the physical facilities of the libraries within the region; however, construction and maintenance of the physical facilities within each member county shall be the responsibility of that county unless the ARLB negotiates and the member counties approve a collaborative effort.
8. The ARLB shall make regular reports related to services and operations to the governing body of each member county as conveyed by approved reports of the ARL Director.
9. The ARLB shall obtain an annual independent audit of ARL accounts consistent with generally accepted accounting principles, and submit a copy of the audit to the State Library of North Carolina and to the finance officer of each member county.
10. The ARLB, staff, employees, or other agents shall not have the authority to incur any debt, obligation, liability, or other expense, not otherwise provided for in its existing appropriations, which would purport to place any liability for such debt upon the member counties without an express vote of approval from each member county's Boards of Commissioners approving such indebtedness.

SECTION IV. Terms of Property Ownership

A major benefit of regional cooperation is that scarce resources may be shared among the various county residents without wasteful duplication; however, certain ownership restrictions shall apply:

- A. All buildings, grounds, facilities, furniture, equipment, books, materials, technology, resources, or other library assets owned or purchased by or for each member county or member county library shall be and remain the property of that county.
- B. All buildings, grounds, facilities, furniture, equipment, books, materials, technology, resources, or other library assets owned or purchased jointly by two or more member counties or member county libraries and not otherwise provided for under subsection A above shall be and remain the joint property of said counties, or, in the case of real property, shall be owned by said counties as tenants in common. The percentage ownership or interest of each county under this subsection B shall be as they may agree upon at the time of purchase or assumption of ownership.

- C. All furniture, equipment, books, materials, technology, resources or other library assets directly paid for or purchased with Regional or State funds and not owned or purchased by one or more of the member counties under subsection A or subsection B above shall be and remain the property of ARL. No real property shall be owned by or titled in the name of ARL, but shall instead be governed by the provisions of either subsection A or subsection B above.

SECTION V. Insurance Coverage and Indemnification

A. Insurance Coverage

1. Each member county shall maintain insurance coverage for the building(s) and grounds and other library facilities located within that county.
2. ARL shall maintain insurance coverage for the contents of the buildings, the ARL Regional Office, and vehicles used to provide service.

B. Indemnification

1. ARL shall, 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 shall be provided for any such person with respect to any matter as to which he or she shall 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 Appalachian Regional Library System; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

SECTION VI. Provisions for Amendment and Dispute Resolution

- A. This Agreement may be amended by instrument duly approved and executed by all of the member counties, subject to the requirements of this Section VI.

- B. Recommendations for amendments to this Agreement may be made by the ARLB or by any member county. Such recommendations shall be forwarded to the governing body of each member county in writing with a minimum thirty (30) day period for consideration provided. At any regular meeting of the governing body of each member county after expiration of said thirty(30) day period, the proposed amendments may be voted on by the governing body.
- C. Disagreements related to this Agreement shall be resolved first by a committee of representatives appointed by the governing body of each member county, with the assistance of their respective legal counsel if necessary. Should resolution by this method be unsuccessful, the governing bodies of the member counties may authorize resolution by such means as they may deem appropriate.

SECTION VII. Provisions for Withdrawal and Dissolution

- A. A member county proposing to withdraw from the ARL System shall give written notice on or before July 1 to the ARLB, the other member counties, and the State Library of North Carolina. The withdrawal shall be effective June 30 of the following calendar year.
- B. The withdrawing member county shall establish eligibility for grants to public libraries according to 07 NCAC 02I.0201 on or before the effective date of withdrawal.
- C. Should the withdrawing member county, following its written notice of withdrawal under subsection A above and prior to the effective date thereof, decide to rescind said notice, it shall do so by written notice to the other member counties and the State Library of North Carolina, whereupon it shall remain a part of the ARL System under all of the terms and conditions of this Agreement.
- D. Should that member fully withdraw, the Terms of Property Ownership as stated in Section IV shall apply.
- E. Unless the remaining member counties shall agree otherwise as set forth below, upon the withdrawal of only one member county this Agreement shall continue in full force and effect as between the remaining two member counties and said remaining counties shall remain a part of the ARL System.
- F. The ARL System shall be dissolved if at least two of the member counties withdraw in accordance with the procedures stated above, or if all of the member counties then comprising the ARL System should so agree by instrument duly approved and

executed by their respective governing boards, or in any event upon expiration of the term of this Agreement as set forth in Section IX below. Any written instrument of dissolution entered into by the member counties may, but shall not be required to, include provisions for the resolution of outstanding debts and distribution of properties and resources, including appointment of a committee to accomplish the same as provided for in subsection H below.

- G. Upon dissolution, the disposition of all buildings, grounds, facilities, furniture, equipment, books, materials, technology, resources, and other library assets (collectively referred to for purposes of this subsection G as “property”) shall be governed by the following provisions:
 - 1. Property owned or purchased by or for a member county or member county library pursuant to Section IV. A. above shall remain the property of that county.
 - 2. Property owned or purchased jointly by two or more member counties or member county libraries pursuant to Section IV. B. above shall be divided among the member counties according to the percentage ownership or interest of each, or, should said member counties so agree, shall remain jointly owned.
 - 3. Property directly paid for or purchased with Regional or State funds pursuant to Section IV. C. above and falling under the provisions thereof shall be divided equally between the member counties or, if required by law, shall revert to the State or such other entity as said law may require.
- H. The resolution of outstanding debts and the distribution of properties and resources jointly owned may be accomplished by a committee composed of representatives from each governmental unit, the current ARL Director, and a representative from the State Library of North Carolina.
- I. After all outstanding debts are resolved, any remaining funds from the member counties shall be returned to them and the distribution of any remaining State or Federal funds shall be determined by the State Library.

SECTION VIII. Effective Date

This Agreement, in order to become effective, shall require the approval of the governing bodies of the member counties and shall become effective as of the date on which all of said approvals are complete. Immediately upon this Agreement becoming effective, the 2012 Interlocal Agreement shall terminate and be of no further force or effect; provided, that appointments to the

ARLB made pursuant to the 2012 Interlocal Agreement shall remain in effect, as set forth in Section III.B.3. above.

SECTION IX. Term and Termination: Review

- A. This Agreement shall, following the effective date hereof, continue to be in effect for a period of ten (10) years unless sooner terminated as set forth in Section VII above. The member counties may, either by amendment to this Agreement pursuant to Section VI above or by approval of a new interlocal agreement, extend the term hereof for such period as they may mutually agree upon.
- B. Upon the expiration of the term of this Agreement under subsection A above, the member counties shall immediately proceed with dissolution under Section VII and, upon completion of the same, this Agreement shall be considered terminated.
- C. This Agreement may be reviewed at any time by any of the member counties or the ARLB and, if modifications are deemed reasonable and necessary, amendments may be made according to the procedures stated above.

IN WITNESS WHEREOF, this Agreement has been executed by the principal official of the governing body of each party hereto, pursuant to authority of each respective governing body.

ASHE COUNTY:

Attest:

Ann Clark
Ann Clark, Clerk to the Board

By: Todd McNeill
Todd McNeill, Chairman
Ashe County Board of Commissioners

Date: 5-2-22



PRE-AUDIT CERTIFICATE
Ashe County

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act, up to the annual amount of the appropriation by Ashe County for ARL.

By: Sandra Long
Sandra Long, Finance Director, Ashe County

WATAUGA COUNTY:

Attest:

Anita J. Fogle
Anita J. Fogle, Clerk to the Board

By: John Welch
John Welch, Chairman
Watauga County Board of Commissioners

Date: 5/17/2022

PRE-AUDIT CERTIFICATE
Watauga County

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act, up to the annual amount of the appropriation by Watauga County for ARL.

By: Misty Watson
Misty Watson, Finance Director, Watauga County

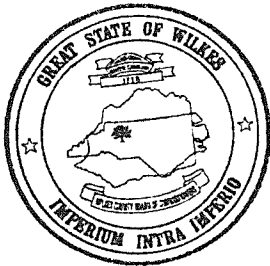
WILKES COUNTY:

Attest:

Sarah D. Call
Sarah D. Call, Clerk to the Board

By: Gideon Keith Elmore
Gideon Keith Elmore, Chairman
Wilkes County Board of Commissioners

Date: 6-1-22



PRE-AUDIT CERTIFICATE
Wilkes County

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act, up to the annual amount of the appropriation by Wilkes County for ARL.

By: Chris Huffman
Chris Huffman, Finance Director, Wilkes County