

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (this “**Agreement**”) dated as of June __, 2010, is made by and among the Public Library of Charlotte and Mecklenburg County (the “**Library**”), the Town of Cornelius, North Carolina (“**Cornelius**”), the Town of Davidson, North Carolina (“**Davidson**”), the Town of Huntersville, North Carolina (“**Huntersville**”), the Town of Matthews, North Carolina (“**Matthews**”) and the Town of Mint Hill, North Carolina (“**Mint Hill**”).

Background Statement

A. The Library is a corporate body, created and continued in existence by special acts of the General Assembly of North Carolina (collectively, its “**Charter**”).¹

B. Cornelius, Davidson, Huntersville, Matthews and Mint Hill (collectively, the “**Towns**”) are North Carolina municipalities.

C. Pursuant to its Charter, the Library provides free library service to the citizens of Mecklenburg County, North Carolina, through a system that includes branch library facilities in the Towns, the City of Charlotte (the “**City**”) and the unincorporated area of Mecklenburg County (the “**County**”).

D. According to the Charter, the “governing bodies of [the City], [the County] and such other municipalities or counties as may agree or contract with [the Library] for provision of

¹ Chapter 16 of the 1903 Session Laws, as amended and restated in Chapter 366 of the 1939 Session Laws, Chapter 710 of the 1965 Session Laws, Chapter 368 of the 1979 Session Laws, Chapter 368 of the 1979 Session Laws, and Session Law 2007-70.

library service may make such appropriations to [the Library] for its support and maintenance as are permitted under the General Statutes of North Carolina.”²

E. The Library has traditionally received the major portion of its funding from the County. As a consequence of its own reduced revenues, the County has adopted a budget for FY2011 that significantly reduces the level of funding for the Library.

F. The City has agreed to provide one-time, supplemental funding in the amount of \$1,400,000 to assist the Library in the operation of its system of libraries in FY2011. The City’s commitment is conditioned on the Library’s receiving financial and/or in-kind support from at least four of the Towns.

G. The Towns have agreed to provide support for the Library, upon the terms and conditions set forth in this Agreement.

Agreement

1. Funding Commitments. Each of the Towns agrees to support the Library by making a one-time, financial commitment in the amount specified in Schedule A for FY2011 (each a “**Town Commitment**”). Each of the Town Commitments in the form of a stipulated cash amount shall be paid to the Library, or to the County for the benefit of the Library, in quarterly installments, on the first day of each quarter beginning on July 1, 2010. To the extent stated in Schedule A, the Town Commitment may consist of the Town’s commitment to (a) use its best efforts to solicit and collect contributions for that purpose from private sources, (b) forgive or defer rental payments, or (c) make in-kind contributions. The Town Commitments are conditioned on satisfaction of the contingencies that were made a part of the City’s \$1,400,000 commitment.

² Articles 9 and 20 of the General Statutes of North Carolina authorize the City, the County and the Towns to levy property taxes to “establish and maintain public libraries” and enter into interlocal cooperation agreements to accomplish that purpose.

2. Minimum Service Level. In consideration of each Town Commitment, the Library agrees to operate the existing branch library in the applicable Town according to a schedule for FY2011 that provides for the minimum number of days and hours set forth below, subject only to fire, casualty, holidays and other causes beyond its control (the “**Minimum Hours**”).

(a) The schedule for the North County regional library in Huntersville will be integrated with the schedules for the neighborhood libraries in Cornelius and Davidson; and the schedule for the Independence regional library will be integrated with the schedules for the community libraries in Matthews and Mint Hill (each such area grouping being sometimes referred to as a “**Pod**”).

(b) The North County and Independence regional libraries shall be open and operated at least 34 hours and 4 days each week; the community libraries in Matthews and Mint Hill and the neighborhood libraries in Cornelius and Davidson shall be open and operated at least 32 hours per week and 4 days each week.

The actual, detailed schedule shall be substantially as set forth in Schedule B, subject to such reasonable adjustments and alterations (*e.g.*, reversing the Saturday schedules for Cornelius and Davidson) as may be considered appropriate by the Library.

3. Enhanced Service Levels. The Library agrees to operate the existing branch in each Town according to a schedule that provides for days and hours of service in excess of the Minimum Hours (the “**Additional Hours**”), up to and including the number of days and hours of service being provided by the Library on the date of this Agreement (*i.e.*, 43 hours and 5 days per week for regional libraries, and 41 hours and 5 days for community and neighborhood libraries), upon the following terms and conditions:

(a) acting alone or collectively with other members of its Pod, each Town requesting and receiving Additional Hours shall have recruited and provided, for the branch library within its jurisdiction, qualified, dependable volunteers in accordance with the numbers, hours, job descriptions, qualifications and other guidelines set forth in Schedule C (the “**Volunteer Guidelines**”);

(b) the Library shall be responsible for training, scheduling and managing the volunteers provided by each such Town for service in the library facilities located in that Town;

(c) the Library shall, as soon as practicable, begin preparation for the training and use of volunteers, but the Library shall not be required to provide Additional Hours for a Town library until (i) the Town has identified and made available for training the necessary volunteers, and (ii) the Library is satisfied, in its reasonable discretion, that such volunteers have been adequately trained and are in numbers sufficient to allow scheduling and operating the Additional Hours in accordance with the standard of service established under this Agreement; and

(d) the requisite number of volunteers shall have substantially performed their obligations in accordance with the Volunteer Guidelines.

In lieu of volunteers, a Town at its sole cost and expense may make available one or more of its employees to provide comparable service to the Library in accordance with the Volunteer Guidelines.

Each Town seeking Additional Hours shall provide for the services of a qualified employee or volunteer to (i) manage the recruitment and furnishing of its volunteers and (ii) assist the Library’s volunteer coordinator in the qualifying, scheduling, training and use of the Town’s volunteers.

4. Miscellaneous.

(a) The nature and quality of service during the Minimum Hours and Additional Hours shall be comparable to the nature and quality of service provided by the Library as of the date of this Agreement.

(b) This Agreement contains the entire agreement between the parties with respect to the subject matter thereof, and supersedes any prior oral or written understandings. No modification of this Agreement and no waiver of any of its terms or conditions shall be effective unless made in writing and duly executed by the Library and the Town or Towns affected thereby.

(c) This Agreement may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties, but all of which shall be construed together as a single instrument. Counterparts of this Agreement or its signature pages may be delivered via facsimile; provided, however, that an original counterpart of such signature page is promptly forwarded to the other party.

(d) This Agreement shall not confer any rights or remedies on any person other than the parties and their respective successors.

(e) Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed as of the date hereof, pursuant to authority duly given.

[Signatures begin on following page]

PUBLIC LIBRARY OF CHARLOTTE AND
MECKLENBURG COUNTY

By: _____

Name:

Title:

TOWN OF CORNELIUS, NORTH
CAROLINA

By: _____

Name:

Title:

TOWN OF DAVIDSON, NORTH CAROLINA

By: _____

Name:

Title:

TOWN OF HUNTERSVILLE, NORTH
CAROLINA

By: _____

Name:

Title:

TOWN OF MATTHEWS, NORTH
CAROLINA

By: _____

Name:

Title:

TOWN OF MINT HILL, NORTH CAROLINA

By: _____

Name:

Title:

Schedule A

Town Commitments

Town	Commitment
Cornelius	Contribute \$175,000 in cash to the Library or to the County for the benefit of the Library
Davidson	Forgive semi-annual lease payment due October 1, 2010 in the amount of \$36,581.06; exercise its best efforts to solicit and obtain, not later than June 30, 2011, cash contributions for FY2011 to the Library from private donors or its own resources in a minimum amount equal to the difference between the rent forgiven and \$175,000.
Huntersville	<p>Make in-kind contributions as follows:</p> <ul style="list-style-type: none"> • Offer certain Parks and Recreation Department programs at the library, directly or in collaboration with the Library • Promote Library-sponsored programs in Parks and Recreation Department newsletter • Designate a town staff representative to serve as Library's liaison or representative in connection with meetings of the Huntersville Destinations Round Table • Offer Internet Safety Program, conducted by its Crime Prevention Officer, at the library • Provide additional police/security presence in and around the North County library
Matthews	Amend its lease with the Library to eliminate the equal monthly installments of rent due on July 1, 2010 and on the first day of each month thereafter through June 30, 2011, in the aggregate amount of \$204,609, and require instead the payment of like monthly installments beginning on July 1, 2018 and continuing through June 30, 2019.
Mint Hill	Contribute \$175,000 in cash to the Library or to the County for the benefit of the Library.

Schedule B (4 Day / 4 Day)

Geographic Area	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hourly/Week	FTE Staffing Needed	Service points	sq. ft.	stack/service point/ft ²	% A./staff	Apr 2010 CVD	Apr 2010 CVD	May 2010 CVD	May 2010 CVD	Apr 2010 Computer use	Apr 2010 Door Count
Northern Mecklenburg County																			
Regional Library	12 N-9 PM	Closed	12 N-9 PM	10 AM-7 PM	10 AM-5 PM	10 AM-5 PM	Closed	34	16.0	3	23800	2.7	1488	48571	37420	36918	3638	18904	
Neighborhood Library	Closed	10 AM-7 PM	10 AM-7 PM	Closed	10 AM-5 PM	10 AM-5 PM	Closed	32	3.5	1	5570	3.5	1591	7691	8372	7702	1201	8602	
Neighborhood Library	Closed	10 AM-7 PM	10 AM-7 PM	Closed	10 AM-5 PM	10 AM-5 PM	Closed	32	3.5	1	6100	3.5	1743	10583	11856	10948	799	7198	
Northwest Mecklenburg County																			
Regional Library	12 N-9 PM	Closed	12 N-9 PM	10 AM-7 PM	10 AM-5 PM	10 AM-5 PM	Closed	34	20.0	3	25000	3.3	1250	58464	62737	54884	5855	30897	
Community Library	Closed	10 AM-7 PM	10 AM-7 PM	Closed	10 AM-5 PM	10 AM-5 PM	Closed	32	7.0	2	18000	3.5	1457	7905	8161	7980	3669	13840	
Community Library	Closed	10 AM-7 PM	10 AM-7 PM	Closed	10 AM-5 PM	10 AM-5 PM	Closed	32	8.0	2	18000	4.0	2090	17726	19913	16625	9897	17605	
West/Urban/Northeast Mecklenburg County																			
Regional Library	12 N-9 PM	Closed	12 N-9 PM	10 AM-7 PM	10 AM-5 PM	10 AM-5 PM	Closed	34	9.0	2	20000	2.3	2222	9124	9772	8445	4026	17450	
Community Library	Closed	10 AM-7 PM	10 AM-7 PM	Closed	10 AM-5 PM	10 AM-5 PM	Closed	32	7.0	2	18000	3.5	2286	18776	20138	18271	2435	10451	
Community Library	Closed	10 AM-7 PM	10 AM-7 PM	Closed	10 AM-5 PM	10 AM-5 PM	Closed	0	0.0	0	12850	0.0	0	2100	2983	2050	1564	4857	
Community Library	Closed	10 AM-7 PM	10 AM-7 PM	Closed	10 AM-5 PM	10 AM-5 PM	Closed	32	5.0	2	12500	3.0	2083	3091	5748	4359	4628	3272	10026
Center City/Urban																			
Special/Regional Library	Closed	10 AM-7 PM	10 AM-7 PM	10 AM-7 PM	10 AM-5 PM	10 AM-5 PM	1-5 PM	45	34.0	7	157000	2.2	5085	20438	22293	19189	10860	35550	
Special/Regional Library	Closed	10 AM-7 PM	10 AM-7 PM	10 AM-7 PM	10 AM-5 PM	10 AM-5 PM	1-5 PM	45	22.0	4	102000	5.5	4636	9587	6983	8778	4941	29085	
South/Southwest Urban																			
Regional Library	12 N-9 PM	Closed	12 N-9 PM	10 AM-7 PM	10 AM-5 PM	10 AM-5 PM	Closed	34	17.0	3	20000	2.8	1412	39221	40010	40802	39672	4550	21189
Neighborhood Library	Closed	10 AM-7 PM	10 AM-7 PM	Closed	10 AM-5 PM	10 AM-5 PM	Closed	32	3.5	1	5750	3.5	1643	11001	12505	11178	11600	0	6720
Neighborhood Library	Closed	10 AM-7 PM	10 AM-7 PM	Closed	10 AM-5 PM	10 AM-5 PM	Closed	32	5.0	1	8354	5.0	1871	15160	16521	14993	15660	2328	13236
Southeast Mecklenburg County																			
Regional Library	12 N-9 PM	Closed	12 N-9 PM	10 AM-7 PM	10 AM-5 PM	10 AM-5 PM	Closed	34	13.0	2	18570	3.3	1486	20477	22463	19578	20807	4945	24142
Community Library	Closed	10 AM-7 PM	10 AM-7 PM	Closed	10 AM-5 PM	10 AM-5 PM	Closed	32	12.0	2	15000	6.0	3250	42671	43950	41543	40802	4621	17583
Community Library	Closed	10 AM-7 PM	10 AM-7 PM	Closed	10 AM-5 PM	10 AM-5 PM	Closed	32	8.0	2	12000	4.0	1500	23609	24677	23273	23949	2308	13465
South/Southwest Mecklenburg County																			
Regional Library	12 N-9 PM	Closed	12 N-9 PM	10 AM-7 PM	10 AM-5 PM	10 AM-5 PM	Closed	34	21.0	3	33500	3.5	1585	7368	75979	70572	69419	5919	35615
Community Library	Closed	10 AM-7 PM	10 AM-7 PM	Closed	10 AM-5 PM	10 AM-5 PM	Closed	32	9.0	2	15000	4.5	1667	29657	29793	27230	28436	5141	17720
Neighborhood Library	Closed	10 AM-7 PM	10 AM-7 PM	Closed	10 AM-5 PM	10 AM-5 PM	Closed	32	4.0	1	5450	4.0	1382	9268	11221	9185	10379	1119	10041

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*Retirees scheduled to be complete in 2011.
 (NOTE: Additional reductions necessary in other COAE areas.)

Schedule C

Volunteer Guidelines

1. Minimum Qualifications. Each person serving as a Library volunteer must satisfy the following requirements:

- Complete the Library's standard volunteer application form.
- Satisfactorily complete the Library's standard interview and screening process
- Pass a standard Library background check
- Be at least 14 years old
- Possess the skills necessary for the tasks assigned, as prescribed on Library website³
- Complete such orientation and training as may be required for specific volunteer tasks
- Sign and abide by confidentiality agreement⁴

2. Commitment. While the Library welcomes short-term and sporadic volunteer commitments, the volunteers needed by the Library to provide consistent and reliable Additional Hours must commit to provide, and actually provide, significant blocks of time on a regular basis. A typical satisfactory commitment might be for 2 hours on one day of each week; 8 hours per month. The number of hours and the frequency of service cannot be definitively defined, but the Library will use reasonable efforts to accept and accommodate volunteer service to satisfy the requirements for opening and operating a library branch facility, so long as it may do so without jeopardizing the safety of its patrons and the level of service reasonably expected by its patrons. A spirit of cooperation and commitment will be essential to the success of this expanded, experimental volunteer program.

³ For example, the requirements and job description for a "Circulation Volunteer Assistant" are stated as follows:

Hours: To Be Determined

Responsibilities: • Assist Circulation Department with processing paperbacks, pulling books reserved by patrons online, shelving, and shelf-reading, pulling expired hold items, searching for items on trace status. • Perform various other duties if needed

Qualifications: Minimum of two years of high school.

Knowledge: • Basic understanding of the Dewey Decimal System-must possess excellent alpha-numeric skills • Ability to understand and follow directions • Accuracy, patience, and a tolerance for meticulous work • Good vision • Ability to get along well with others and communicate pleasantly and effectively with patrons and library staff • Neat appearance • Ability to exert 20 pounds of force occasionally and 10 pounds of force frequently. Job requires lifting, pushing and pulling loaded bins, as well as stooping and standing for long periods of time.

Training: • expand your social horizons • serve in your own community • keep up with the latest books • help, and be appreciated for it • contribute to the success of your public library

As Volunteers: • acquire new skills and gain recognized work experience

⁴ The text of the confidentiality agreement reads as follows:

I understand that it is the Library's policy to protect the privacy of those who use the library. I agree to hold information about patrons in complete confidence and to access this information only in the course of performing my volunteer assignments. In addition, I understand that a breach of confidentiality is grounds for dismissal from the volunteer services program. I also understand that background checks may be necessary for some positions. My submission of this application to the Library indicates an agreement with these terms and conditions.

3. Volunteer Hours. Until the Towns and the Library have actual experience with the use of volunteers under these circumstances (reduced staff and expanded volunteer involvement), the parties will be unable to say with certainty how many volunteer hours will be required to provide the intended level of library service. However, the applicable parties agree to cooperate with each other to determine the actual number of volunteer hours reasonably required to qualify for, and adequately support, Additional Hours. Based on information available to and provided by the Library staff, the parties consider the following to be reasonable approximations of the volunteer hour requirements.

To enable the Library to operate each branch during the Minimum Hours and 3 or 4 Additional Hours each week, the applicable Town (alone or in concert with other members of its Pod) must recruit qualified, dependable volunteers willing and able to provide at least the total number of hours of volunteer service each month set forth below:

Town (Classification)	Volunteer Service Hours/Month
Cornelius (Neighborhood)	144
Davidson (Neighborhood)	144
Huntersville (Regional)	400
Matthews (Community)	400
Mint Hill (Community)	200

The required number of volunteer service hours has been projected based primarily on (a) the actual number of volunteer hours used in current months to sustain the current schedule and (b) the expectation that Library staff for the applicable locations will be reduced in FY2011. For example, 13 volunteers in Cornelius provided a total of 104 service hours during the month of March 2010. The Library estimates that at least that number of volunteer hours per month will be required to operate the Minimum Hours in FY2011. Therefore, to open the branch for 3 to 4 additional hours each week is expected to require at least 40 more volunteer service hours, or a total of 144 volunteer service hours. Thus, Cornelius would need to recruit approximately 18 volunteers willing to provide 8 hours of service each month to enable the Library to operate the Minimum Hours and the Additional Hours.

The foregoing assumes that each such volunteer shall be able to perform, at a minimum, the tasks described in the Library’s job descriptions for a “Circulation Volunteer Assistant” or “Technical Assistant.” However, the Library agrees to be flexible in the acceptance and use of qualified and dependable volunteers (*i.e.*, other combinations of skills and abilities), as long as the fundamental requirements for the professional operation of the library branch are not compromised.

The Library cannot overemphasize how important will be the consistency and regularity of service by a volunteer, as it values consistency and regularity of its own employees.

4. Dismissal. The Library reserves the right, at all times and its sole discretion, to dismiss a volunteer that is unable to fulfill the needs of the Library or satisfy its basic requirements.