

AGREEMENT

THIS AGREEMENT, made this 13th day of July, 19 93, by and among the City of Fredericksburg, the County of Spotsylvania, the County of Stafford, and the County of Westmoreland, all political subdivisions of the commonwealth of Virginia and hereinafter designated as participating localities, all of which are parties hereto.

WHEREAS, the parties hereto are members of the Central Rappahannock Regional Library, pursuant to an Agreement dated November 8, 1989 ("1989 Agreement"), and

WHEREAS, as members they have contracted to cooperate in providing public library services in each of their respective jurisdictions through their joint efforts, and

WHEREAS, those library services have included the operation of a headquarters facility in Fredericksburg, several branch facilities throughout the region, and bookmobile service to areas not otherwise serviced, and

WHEREAS, by said 1989 agreement Westmoreland County was intending to withdraw from the Regional System but is now desirous of continuing its association with the system, and

WHEREAS, the parties hereto are desirous of modifying the said 1989 Agreement to enable Westmoreland County to remain part of the system and have reached a modification agreement which is hereby reduce to writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto do mutually agree to modify the said 1989 Agreement and to adopt the agreement herein set forth as the sole agreement relating to the matters contained herein as follows:

1. Authority for Regional Library

The Central Rappahannock Regional Library ("Library") shall hereafter operate according to the rules and regulations for regional libraries set forth in Section 42.1-33, et seq., of the Code of Virginia (1950), as amended.

2. Board of Trustees/Membership.

a. Pursuant to Section 42.1-39 of the Code of Virginia (1950), as amended, the Library shall be governed by a Board of Trustees ("Board") whose membership shall be as follows:

Two (2) members shall be appointed by the City of Fredericksburg, two by Spotsylvania County, two by Stafford County and one by Westmoreland County. All appointments shall be for terms of four (4) years.

b. All appointed Board members shall be residents of the jurisdiction which they represent and may be private citizens, members of the governing bodies, or employees of the governing bodies, as the governing bodies shall so designate, in conformity with Section 42.1-39 of the Code of Virginia (1950), as amended.

3. Salaries and Expenses.

No Board member shall receive a salary or other compensation for services, but necessary expenses may be reimbursed by the appointing jurisdiction in its sole discretion.

4. Removal.

A Board member may be removed for misconduct or neglect of duty by the governing body making the appointment.

5. Powers and Duties.

The Board shall elect officers and maintain current by-laws, rules, and regulations for the functioning of the Board and administration of the Library. The Board shall have control of the expenditure of all monies credited to the Library accounts.

6. Donations.

The Board shall have the right to accept donations and bequests of money and personal, real, tangible, and intangible property for the establishment, maintenance, and expansion of the Library and endowments for the same and to perform all other lawful acts attendant with the receipt of property.

7. Contracts and Budget Authority.

The Board shall have the authority to execute contracts with the Virginia State Library, participating localities, and other legal entities and to budget for and expend funds received for services, supplies, facility and vehicle maintenance, utilities, and other matters necessary and appropriate for the operation and administration of the Library and related services in the region. The Board shall have the authority to budget for and expend any funds which it raises through its own efforts or receives by donation. The Board shall follow the appropriate provisions set forth in Section 42.1-33, et seq., of the Code of Virginia (1950), as amended, with regard to the maintenance and

operation of all Library facilities. The parties specifically agree there shall be no acquisition of real estate for, nor relocation of, the regional administrative, technical or services coordination facilities currently located in the City of Fredericksburg with funds contributed by any of the parties hereto without the prior written approval of the City of Fredericksburg, the County of Spotsylvania, and the County of Stafford. The parties further agree that Westmoreland County will not be requested to contribute to any renovation, capital improvement, or relocation of said regional administrative, technical or services coordination facilities during the County's participation in this Agreement.

8. Local Funding.

Expenses for the operation, maintenance and improvement of the Library shall be apportioned as follows:

a. The Board shall prepare and present to all participating localities a yearly revenue and expenditure budget in accordance with the formatting requirements of the member jurisdictions and generally in accordance with the Uniform Financial Reporting System of the Auditor of Public Accounts for the Commonwealth of Virginia.

b. The circulation figures used in the funding formulas set forth below shall be the actual annual Library circulation for the preceding calendar year. For the purposes of this Agreement, the term "circulation" shall be defined as the total number of items checked out from the headquarters Library

and all other branches, bookmobiles, mail, nursing homes, jails, and other existing methods of circulation within the Library system.

c. The funding formula for the City of Fredericksburg, Stafford County, and Spotsylvania County shall be as follows:

$$\text{City or County Contribution} = (\text{Circulation}) \times (\text{Total Local Budget minus Westmoreland's contribution})$$

where

Circulation = The percentage of total Library circulation attributed to residents of that city or county.

Total Local Budget = The difference between total Library operating revenues approved for the fiscal year and those received from Commonwealth of Virginia as regular operating revenues.

d. The base rate for Westmoreland County for fiscal year 1993-94 shall be One Hundred Sixteen Thousand Twenty Seven and no/100 Dollars.

e. From July 1, 1994, and each fiscal year thereafter the new base rate for Westmoreland County shall be as follows:

$$\begin{array}{l} \text{Contribution} = (\text{Base Rate} \quad (\text{Most recent} \quad (\text{Regional system's} \\ \quad \& \quad \text{from} \quad + \quad \text{calendar year's} \quad + \quad \text{increase in salaries} \\ \text{New Base Rate} \quad \text{immediately} \quad \text{CPI\%age of} \quad \text{for employees working} \\ \quad \text{preceding} \quad \text{previous year's} \quad \text{in Westmoreland Cty.}) \\ \quad \text{fiscal year}) \quad \text{base rate}) \end{array}$$

Each year the previous year's base rate will be increased by the Consumer Price Index for the most recent calendar year and salary increase for employees working in Westmoreland County for

the new fiscal year to create Westmoreland County's contribution and the new base rate. In addition, each year, the current contribution being paid by Westmoreland County will be reviewed by the library board for comparison of all revenues realized by the Regional Library system due to Westmoreland's participation including the formula contribution paid by Westmoreland County for services, the state and federal aid to the system based upon Westmoreland's participation, any regular grant monies received by the system due to Westmoreland's participation and any other regular monies received by the system due to Westmoreland's participation with the costs to the system to provide the current services to Westmoreland County. In the event it is determined that Westmoreland's contribution from all sources does not cover the costs of the services being provided to Westmoreland County, then the base rate will be adjusted upward in the upcoming fiscal year to equal the cost of those services.

f. The City of Fredericksburg and Stafford as of this date have met the required completion date for Branch facilities described in paragraphs 10 and 11 below. In the event that Spotsylvania County fails to meet its deadline for the substantial completion of the branch facilities described in Paragraph 11 below, such county shall pay directly to the City of Fredericksburg an annual Library surcharge prorated monthly for any period less than a year that Spotsylvania fails to meet its deadline for the substantial completion of the branch facilities

in addition to its jurisdictional share of the budget, such surcharge to end when Spotsylvania has completed its contracted for branch facilities.

$$\text{Surcharge} = \left(\frac{\% \text{age of year}}{\text{deadline not met in months}} \times (\text{Circulation}) \times (\text{Annualized project cost}) \right)$$

where

Circulation = The percentage of circulation of Wallace Library attributable to residents of the jurisdiction paying the surcharge.

Annualized project cost = The total debt service cost to the City, during the proceeding fiscal year, for the design and construction of Project.

g. Each participating locality shall process the Library's funding request through its normal annual budget procedures, with appropriate notice of any public hearings being given to the Board. In the event a recommendation to appropriate funds at a level less than requested is being made or anticipated, the member jurisdiction shall provide the Board an opportunity to be heard.

h. In the event any participating locality chooses to appropriate funds at a level lower than requested, the Board shall have the right to reduce or freeze service levels, other than by imposing a book limit, within such jurisdiction proportionately in accordance with the funding reduction. The governing body of such jurisdiction shall make evaluation and indicate the particular areas of service it wishes reduced or

frozen, but final decisions concerning service reductions shall rest solely with the Board.

i. The sums appropriated by each governing body shall be paid quarterly in advance by the disbursing officer of each jurisdiction to the fiscal agent of the Library as designated by the Board.

9. Branches and Regional Facilities.

a. In the event of development of library branches, stations, or other fixed library collections in any participating locality (excluding the renovation of Wallace Library, which is specially funded according to the terms of this Agreement) other than the portion of the regional facility designated for administrative, technical or regional services coordination, the locality developing such branch, station, or other fixed Library collection shall assume the full cost of the construction, renovation, and major maintenance of the building or premises housing the collection, as well as the furnishings, utilities, and appropriate property insurance for said facilities. The Board and the respective locality may contract for the lease of each branch facility or incorporation of the same into the Library system.

b. Branch development shall be in response to and in compliance with the size, location and service level needs designated by the board to provide effectively for public library services for participating localities, subject to the financial

resources available to each locality and the Board to fund such services.

c. The construction, relocation, or expansion of any regional facility designated for regional, administrative, technical, or other Library coordination services shall be funded equally by the City of Fredericksburg, Stafford County, and Spotsylvania County.

10. Renovation of Wallace Library.

The City of Fredericksburg agreed to undertake and complete the renovation of Wallace Library by June 30, 1991. This obligation has been met. The renovated building shall house the City's branch library and the regional headquarters of the Library.

11. Construction of New Stafford and Spotsylvania Branches

a. Stafford County agreed to locate, design, and complete construction of an enlarged facility in the northern portion of the county within three (3) years of the execution of this Agreement. This obligation has been met.

b. Spotsylvania County agrees to locate, design, and complete construction of a new branch library facility consisting of at least 10,000 square feet within three (3) years after the City of Fredericksburg has completed its facility; which required completion date is February, 1994.

12. Withdrawals from Library System.

a. This agreement shall remain effective for all participating jurisdictions including the City of Fredericksburg,

Stafford County, Spotsylvania County and Westmoreland County without any requirement for contract renewal.

b. No county or city participating in the Library hereby established shall withdraw therefrom without two years' notice in writing to the chief elected officials of the other participating localities. In the event of an adopted resolution of consent from the other participating localities, the two-year notice of withdrawal may be waived for any jurisdiction.

13. Extent of Agreement.

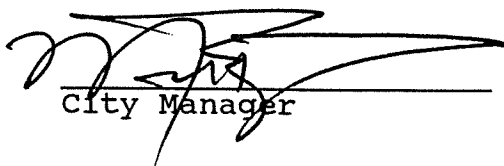
No amendments, modification, or supplements to this Agreement shall be valid or effective unless the same shall be reduced to writing and signed by all of the parties hereto.

14. Original Agreements.

This agreement and any and all subsequent modifications, amendments, or supplements shall be executed in as many counterparts as there are parties hereto, and each shall constitute a duplicate original.

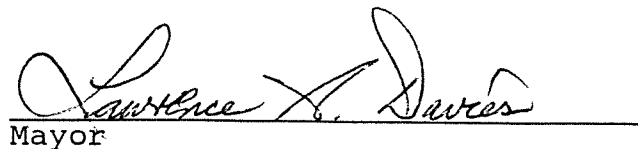
WITNESS, the following signatures and seals affixed hereto by the officers shown below pursuant to the authority of resolutions adopted by the several governing bodies, an attested copy of each being attached hereto, incorporated herein and made a part hereof:

CITY OF FREDERICKSBURG:



City Manager

(SEAL)



Mayor

(SEAL)

COUNTY OF SPOTSYLVANIA

L. Kimball Cameron (SEAL)
County Administrator

John W. Jones (SEAL)
Chairman, Board of Supervisors

COUNTY OF STAFFORD:

[Signature] (SEAL)
County Administrator

John Roy Smith (SEAL)
Chairman, Board of Supervisors

COUNTY OF WESTMORELAND

Tom Reese (SEAL)
County Administrator

William O. Sydnor (SEAL)
Chairman, Board of Supervisors

Approved as to form:

D.M. Palm
Fredericksburg City Attorney

Alda L. White
Stafford County Attorney

James M. Davis
Spotsylvania County Attorney

[Signature]
Westmoreland County Attorney