

A REGIONAL LIBRARY AGREEMENT BETWEEN
HANOVER, GOOCHLAND, AND KING WILLIAM COUNTIES

PAMUNKEY REGIONAL LIBRARY

WHEREAS the 1950 Code of Virginia providing for the establishment and maintenance of a regional free library system was amended effective July 1, 1970, and

WHEREAS Section 42.1-37 of the Code of Virginia provides for the establishment and maintenance of a regional free library system under the terms of a contract between two or more political subdivisions, and

WHEREAS the Boards of Supervisors of the Counties of Hanover, Goochland, King and Queen and King William entered into an agreement, most recently amended in 1996, for the operation of a regional free library system to serve in the area embraced by these Counties in accordance with the laws of the Commonwealth of Virginia; and

WHEREAS the Board of Supervisors of King and Queen County has notified the Boards of Supervisors for Hanover, Goochland and King William Counties that it wishes to leave the regional free library system governed by the 1996 agreement, effective June 30, 2024; and

WHEREAS the Boards of Supervisors of Hanover, Goochland, and King William Counties have determined that it is in the regional free library system's best interest for the 1996 agreement to be modified in such a way as to (i) remove King and Queen County from the regional free library system, (ii) for the representation of the remaining jurisdictions to be modified to better reflect (1) the financial and other contributions made by the three jurisdictions and (2) the relative populations of the participating jurisdictions, and (iii) for certain services and obligations among the parties to be better defined;

NOW, THEREFORE, BE IT RESOLVED that in consideration of the mutual benefits of a regional free library system, the undersigned Counties do hereby agree as follows:

1. To operate a regional free library system, called the Pamunkey Regional Library (hereinafter "the Library"), pursuant to the provisions of Title 42.1-37 et seq. of the 1950 Code of Virginia, as amended, under the administration and control of a regional library Board of Trustees ("the Board of Trustees").

2. The Board of Trustees shall consist of nine (9) members appointed by the Board of Supervisors of each County, as follows:

- a. Five (5) persons selected from the residents at large of Hanover County by the Hanover County Board of Supervisors;

- b. Two (2) persons selected from the residents at large of Goochland County by the Goochland County Board of Supervisors; and
- c. Two (2) persons selected from the residents at large of King William County by the King William County Board of Supervisors of that County.

All members shall be appointed for terms of four years and are eligible to serve for the maximum permissible number of successive terms set forth in the Code of Virginia.

3. Subject to lawful appropriations, each County will make funds available to the Library in the amount necessary to provide library services to all the residents of the participating Counties; however, in no event shall the amount provided by the participating Counties be less than that needed for the Library to meet the minimum annual requirements for Commonwealth of Virginia grants-in-aid. To the extent practicable, appropriations and in-kind contributions shall be in proportion to the population of each County based on the most recent census data as updated annually by the Weldon Cooper Center.

4. In its administration and control of the Library, the Board of Trustees shall have all rights, powers and authorities including, but not limited to, hiring and evaluation a Library Director, overseeing Library operations and planning for future Library services and programs, and managing the Library's policies, rules and regulations, granted by the Code of Virginia or other law; provided, at all times, the Board of Trustees will apportion services between the three (3) Counties in proportion to the appropriations made by each County for annual operating expenses.

5. Library facilities shall be provided through one of the following methods:

- a. For buildings that are owned by a County and will be used, in whole or in part, by the Library, that County shall be responsible for the upkeep, maintenance, and repair of the buildings and adjacent grounds, planned for and managed by each County through its budget process. Requests for improvements such as carpet, paint, and window treatments will be considered by each locality through its annual budget process. The Library will be responsible for the costs of shelving and furniture in the building.
- b. For buildings that are leased, the Board of Trustees shall enter into the lease and be responsible for upkeep, maintenance, and repair of the building and adjacent grounds (unless the obligation for upkeep, maintenance, and repair is provided for differently in the lease for the building and adjacent grounds). In situations where a facility is leased, the cost of such lease shall be apportioned to the locality in which the facility is located, above and beyond the contributions apportioned for general operations of the library system.

- c. Costs associated with regional administrative offices that are leased shall be borne by all jurisdictions as part of general operations of the Library.
- d. For facilities that are owned by the Library, the cost of upkeep, maintenance, and repair of the building and adjacent grounds shall be a cost borne by the Library as part of the general operating expenses of the Library.
- e. For facilities occupied solely by the Library, the cost of operational expenses associated with electricity, water, sewer, telecommunications, custodial services, etc. shall be borne by the Library.

6. As provided for in the agreement dated November 1, 2000 between the Pamunkey Regional Library and Hanover County, the Library will be given the option of having Library employees participate in certain programs offered by Hanover County and to have Hanover County provide certain services, including the following:

- a. Library employees may participate in Hanover County health insurance, Virginia Retirement System, and other employee benefit programs subject to the standard practices of processing, administering, and accounting for such benefit programs prescribed by Hanover County.
- b. The Library may use Hanover County contracts for certain services, including those of the auditor and insurance consultant, for which direct purchase orders may be issued to the Library, and for which the Board of Trustees shall take all appropriate steps to perform its duties in a timely manner.
- c. The Library may use Hanover County facilities for vehicle maintenance and gasoline purchases, with the costs of such maintenance and purchases being itemized and included in the cost of general operations of the Library.
- d. The Library may use Hanover County as its fiscal agent, including having Hanover County process the Library's payroll, revenues and expenditures, and other financial services, in compliance with standard processing policies and procedures used by Hanover County.
- e. The Library may use Hanover County information technology services for facilities located in Hanover County and for all employees; provided, such services will only be provided within Hanover County.
- f. Hanover County will provide assistance from the Hanover County Attorney, the Hanover County Department of Finance and Management Services, the Hanover County Department of Human Resources, the Hanover County Department of General Services, and other Hanover County departments as requested. The Hanover County Attorney's Office shall serve as legal counsel to the Library Board, to the extent permitted by resources.

- g. Library employees may participate in Hanover County employee activities and programs.

7. As a condition of accepting the services outlined in paragraph 6, the Board of Trustees of the Library and Library staff shall:

- i. Adhere to requirements and provide documentation as requested by Hanover County departments providing services to the Library.
- ii. Provide timely submissions of payroll information (for the purpose of processing paychecks and other information required for benefits).
- iii. Provide timely financial information to Hanover County so that its auditor may complete its work in a timely manner.
- iv. Provide copies of the Library's budget, fiscal audit report, and management letter to each County, upon request.
- v. Provide information to the County Administrators for Hanover County, Goochland County, and King William County, in a timely manner so that each County may incorporate the needs of the Library into its annual budget.

8. The cost of the services outlined in paragraph 6 shall be determined on an annual basis (\$496,497 for FY22) and shall be in-kind services made by Hanover County to the Library and not included in the funding formula. Should Hanover County decide to not permit Library employees to participate in the County programs outlined in paragraph 6, or to not provide any other services provided in that paragraph, it shall notify the other Counties on or before December 31st of the year preceding the year when those services will be discontinued. Any changes to the services provided by Hanover County shall be effective on July 1st, unless the Counties agree otherwise.

9. If a County wishes to withdraw from the regional library system, it must provide (i) notice in the amount provided for in the Code of Virginia or (ii) two years' notice, whichever is greater; provided, a shorter notice period may be permitted upon the consent of the other two Counties.

10. The 1996 Amendment to the Agreement creating the Pamunkey Regional Library shall be terminated when this Agreement is fully executed and King and Queen County shall withdraw from the regional library system effective June 30, 2024. The term of office for the King and Queen representative on the Board of Trustees shall expire on June 30, 2024.

11. The 2000 agreement between the Library and Hanover County shall be terminated when this Agreement is fully executed, and the obligations set forth therein shall continue as provided for in this Agreement.

12. The terms of office of the members of the Board of Trustees shall continue and will expire on the date provided for when they were appointed. The Hanover County Board of Supervisors shall make the additional appointments provided for in this Agreement in a timely manner.

13. Any modifications to this agreement must be in writing and shall only become effective after adoption by all of the boards of supervisors.

Exhibit A

Population of Participating Counties Based on 2020 Census Data and Proposed Number of Representatives on Library Board of Trustees

Proposed Representation (Hanover Representation Increased by 1)

Locality	2020 Pop.	% Total Pop.	FY24 Budget	% Total Local Budget FY24	% Total Local Budget FY25	Proposed Representatives	Proposed % of Vote
Goochland	24,727	16.2%	\$593,803	14%	16%	2	22%
Hanover	109,979	72.1%	\$3,369,976	70%	72%	5	56%
King William	17,810	11.7%	\$602,907	11%	12%	2	22%

Notes:

1. King & Queen County represented 5% of the shared operating budget in FY24 (withdrawing 6/30/24).
2. Current Representation Hanover 4, Goochland 2, King William 2, King & Queen 2.
3. The percentage of total budget does not include the in-kind services provided by Hanover County as stated in paragraph 6 of the agreement. Utilizing the value of the FY22 in-kind services would increase Hanover County's share of the total Locality budget by approximately 5.8% in FY24.

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BOARD OF SUPERVISORS OF HANOVER COUNTY

By _____
Chairman

Attest: _____ Date: _____
Clerk

Approved as to form:

Hanover County Attorney or designee

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BOARD OF SUPERVISORS OF GOOCHLAND COUNTY

By _____
Chairman

Attest: _____ Date: _____
Clerk

Approved as to form:

Goochland County Attorney or designee

DRAFT

BOARD OF SUPERVISORS OF KING WILLIAM COUNTY

By _____
Chairman

Attest: _____ Date: _____
Clerk

Approved as to form:

King William County Attorney or designee

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