

**NORTH CAROLINA
CHATHAM COUNTY**

THIS LIBRARY INTER-INSTITUTIONAL AGREEMENT (this "Agreement") made and entered into this _____ day of November, 2023, by and between Chatham County, a body politic and corporate of the State of North Carolina (the "County"), whose mailing address for notices is Post Office Box 1809, Pittsboro, North Carolina, 27312 and the Trustees of Central Carolina Community College, a body corporate of the State of North Carolina (the "College"), whose address for notices is 764 West Street, Pittsboro, NC 27312-8822. The County and the College may be referred to herein as a "party" or "institution" or collectively as the "parties" or "institutions";

WITNESSETH

WHEREAS, the County has authority to establish, operate, and support public libraries and library systems; and

WHEREAS, the College is a Community College created and administered pursuant to Chapter 115D of the General Statutes of the State of North Carolina and has authority to establish operate, and support libraries for students, faculty, staff, and public users of the College, and

WHEREAS, the County and College have heretofore established a Library, owned by the County, and located on County owned real estate adjacent to the College's Chatham County Campus in Pittsboro, North Carolina, known as the "Chatham Community Library" (the "Library"); and

WHEREAS, the Library serves the residents of Chatham County and the students, faculty, staff, and public users of the College; and

WHEREAS, the Library serves as the headquarters of the Chatham County Public Library System; and

WHEREAS, the Library is jointly funded by the County and the College, and the parties wish to enter into this Agreement to provide for the seamless and unified operation of the Library and the respective responsibilities of the County and the College with respect to the operation, administration, funding, and continuing development of the Library;

NOW, THEREFORE, for and in consideration of the premises and the mutual benefits flowing to the parties, the County and the College agree as follows:

1. **Mission.** The mission of the Library is to provide information resources and services to support the programs of the Chatham County Public Library System and Central Carolina Community College, Chatham County Campus, Pittsboro, North Carolina.
2. **Goals and Objectives.** The goals of the Library are to (1) support the information needs

as determined by the goals and objectives of each institution; (2) develop collections, provide convenient access to them, and assist and instruct users in their use; (3) extend accessibility of information resources through participation in area, state, and national library networks; and (4) provide an environment conducive to study and research. In support of these overall goals, the Library will integrate and build on existing library resources and services to develop a seamless comprehensive program of services to be available to users of each institution and the community. This integration will alleviate duplication and provide a broader base of service to the constituent communities of each institution. Appropriate computer technology and other advances in information sciences will be planned and implemented as desirable and feasible to serve the mission of each population using the Library. Planning for growth, development, and expansion of the library shall be continuous in order to meet the goals and objectives of each institution.

3. Administration. The administrative authority and responsibility for the Library is hereby vested in the Chatham County Public Library System. The Director of the Chatham County Library System, hereinafter referred to as the "Director", shall serve as the Director of the Library, and shall be advised in the exercise of his/her authority and responsibility by the Joint-Use Library Advisory Committee when it pertains to matters concerning the Library.

4. Joint-Use Library Advisory Committee. The Joint-Use Library Advisory Committee shall advise the Director of the Library on all administrative matters relating to appropriate interpretation(s) of this Agreement, review(s), and recommendation(s) regarding library cooperative efforts, budget, operations, mission objectives, structure, and any other aspects of management or operation of the Library. This committee shall be composed of seven members. Four (4) members shall ~~be appointed by the~~ represent the interests of Chatham County ~~Manager, including the Branch Manager, the Director of Libraries, a designee appointed by the County Manager, and Chatham Community Library's Reference and Instructional Librarian/Liaison, or their respective designees, a liaison from the Chatham County Public Library Advisory Board, a staff member representing County Government, and two (2) community representatives of Chatham County.~~ Three (3) members shall ~~represent the interests~~ be appointed by the President of the College, to represent the interests of the College. ~~The College's appointees shall~~ including the Associate Director of Library Services at Central Carolina Community College, the Chatham Campus Provost ~~of the campus in Pittsboro, or his/her designee,~~ and the Vice ~~President of the SGA for the College's Pittsboro campus~~ Student Services, or their respective designees. A non-voting student member may be appointed by the Chatham Campus Provost to voice the interests of the student body. A majority of the voting members of the Committee then in office shall constitute a quorum for the taking of any action with respect to the Library. Chatham County and the College may invite other individuals to participate in meetings as needed to provide subject matter expertise.

The best interests of all participating institutions shall be protected and nurtured, and it shall be the Director's responsibility to keep each institution apprised of progress, planning, services, and needs on a regular basis. Should any institution feel that its best interests are not being served, this should be brought to the attention of the Joint-Use Library Advisory

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Committee. The Director, with the advice of the committee, shall attempt to bring about resolution of the issue(s).

Should resolution of issues or conflict not be possible in the manner noted above, the institutions shall bear the joint responsibility of cooperatively resolving the issue(s) through an interpretation or amplification of this Agreement, or a renegotiation of, or amendment to part(s) of this Agreement. The appropriate officers, or their appointees, from each institution shall attempt to bring about such resolution. In the event these officers are unable to agree to the resolution of the issue(s), the ultimate authority and responsibility for the resolution shall be vested jointly in the County Manager of the County and the President of the College if the County Manager and the President are unable to resolve an issue, the use of a mediator or mediation service shall be secured.

Meetings of the Joint-Use Library-Advisory Committee shall be held ~~or~~ on an as needed basis, but not less frequently than annually. Recommendations and actions of the Joint-Use Library-Advisory Committee shall be by majority vote, provided a quorum is present.

5. Organization.

The institutions believe that as of the date of this Agreement that the Library is appropriately organized to carry out its mission in pursuit of the stated goals. The Library organization provided in this Agreement is with the understanding that suitable changes may be made with the advice and approval of the Joint-Use Library-Advisory Committee as conditions warrant.

The Director of the Library is responsible for the administration of the Library. The Director shall be a County employee and report to the County Manager. The library staff reports to the Director and shall provide operational support to the library, and shall be subject to the policies and procedures of the Library and Chatham County. All staff members are employees of the County.

Library functions are organized into two broad categories or units, each supervised by a department head who reports to the Director. The Public Services unit is supervised by the Branch Manager. The Technical Services unit is supervised by the Tech Services Manager. The responsibilities of these units are defined below:

Public Services: The responsibilities of this unit include circulation, reference, bibliographic instruction, online services, interlibrary loan, children's services, and other user services. The Reference Librarian serves as the contact person for student services, and provides bibliographic instruction, reference services, and other services.

Technical Services: The responsibilities of this unit include acquisitions, cataloging, and technical processing of all library materials, automation system management, and other technical services. Materials purchased by the College for the Pittsboro Campus shall be sent to the Library for processing and cataloging once the

materials have been cataloged in the College's Library catalog system.

6. **Hours of Operation.** The Director of the Library, in consultation with the Joint-Use Library-Advisory Committee, and the appropriate officials from each institution, shall establish the work calendar, hours of operation, and the extent of services.

7. **Acquisition of Property.** For purposes of this Agreement, property is hereby defined as books, serials, non-print materials, periodicals, equipment and furniture. The Director in cooperation with the Joint-Use Library-Advisory Committee shall develop operational policies. The Director, with assistance from department heads and the library staff, shall develop specific guidelines and procedures for the acquisition of books, serials, and non-print materials, equipment, and furnishings. These guidelines and procedures shall detail the mechanics, staff roles and responsibilities, and institutional responsibilities for the acquisition of property in accordance with each institution's respective selection, procurement, and fiscal rules and systems.

The institutions cooperatively agree to the assignment of financial responsibility for the purchase of specific serial subscriptions in order to prevent unwarranted duplication and to provide appropriate materials in accordance with each institution's programs and service needs.

All purchases shall be tracked separately for each institution. The shelf list, automated acquisition system of records, or property inventory record, is the "audit trail" and shall detail the items purchased and the total initial cost.

Existing collections shall remain the property of the individual institutions as identified in the Library records. New purchases shall remain the property of the individual institution as identified as such in the Library automation system. Library users shall have free use of both collections. The collections shall be combined into a single collection and are cataloged using the Dewey Decimal Classification System.

8. **Replacement/Disposal of Property.** Policies and procedures for the replacement and disposal of property shall be developed, approved, and implemented in the same manner as outlined above for the acquisition of property. Such policies and procedures shall be in accordance with each institution's respective rules and procedures for replacement and disposal of property.

9. **Property Accountability.** Property in the Library is considered to be held in trust for the institutions by the Library so long as this Agreement remains in force, and all such property is identified as "Library." Accountability to the respective participating institutions for such property is hereby vested in the Director. In the unlikely event this Agreement is terminated, property purchased by each institution shall be returned the owning institution. The documentation for determining ownership shall be the records of purchase for each institution, acquisition tapes, shelf list, or property inventory set out in the Library records as appropriate.

10. **Operating Expense.** Books and Other Library Collections: Each institution shall add to its share of the combined collection of books, periodicals, and non-print materials in accordance with its program needs and service emphases through allocations budgeted for that purpose. Specific materials for College course support will be purchased with funds allocated to the College by the State of North Carolina and shall be identified as "State Material" in the Library catalog system.

Appropriations for expense items (i.e., supplies, telephones, shipping, travel, maintenance, service contracts, etc.) are apportioned on the basis of terms set forth in paragraph 18 "Maintenance and Operations Supplement" that includes language indicating whether certain expenses are paid for exclusively by one institution or prorated in accordance with an agreed upon formula.

Equipment: New and/or replacement equipment and furniture needs shall be met as funds are available for this budget category. The need for furniture and equipment items shall be reviewed by the [Joint-Use Library Advisory](#) Committee and approved by that body before submission to appropriate budget authorities of each institution for inclusion in the annual operating budget.

11. **Payment Procedures.** The College agrees to reimburse the County for its portion of the budget on a schedule reasonably agreed upon by both parties. These payments cover personnel expenses and other agreed upon expenses as described in the Maintenance and Operation paragraph.

12. **Accounting Methodology.** Accounting functions shall be supplied by the County in accordance with state accounting rules.

13. **Review and Modification.** This Agreement shall be reviewed [on a 3-year cycle every odd numbered year](#) or as needed in its entirety by the Director and the [Joint-Use Library Advisory](#) Committee. Proposed amendments shall be prepared and submitted to the President of the College and County Manager. In addition, the County Manager or President may request a review or amendments to this Agreement at any time in order to appropriately respond to disproportionate enrollment surges, availability of appropriated funds, or other unanticipated developments. Such amendments shall be set out in an addendum to this Agreement and shall become effective when signed by both parties.

14. **Automation.** The Library shall use the automation system operated by the Chatham County Public Library System exclusively. The Library shall provide data from all circulation transactions daily to the College Library for updating in its automation system, and, shall upon request provide other reasonably available data and statistics.

15. **Collection Development and Weeding.** Since the College and Chatham County Public Library System serve two (2) diverse populations, each institution shall follow individual collection development and weeding policies for their respective libraries. Since involvement of faculty is essential for accreditation of the College's Libraries, addition or

disposal of library materials shall be at the discretion of each institution.

16. **CCLINC and Other Institutional and Regional Consortia.** Library users shall have access to CCLINC through a cooperative procedure between the College and the Chatham County Public Library System. Materials owned by other campuses of the College will be delivered to the Library via the College courier service.

Interlibrary loan services are available at no charge to all students through the Central College Libraries. Public patrons will be charged a nominal fee for OCLC interlibrary loans through the Chatham Community Library.

17. **Reference Librarian.** The College agrees to pay the salary for a full-time librarian, credentialed at the Master's degree level in library science, to be employed by the County for the Library (the "Reference Librarian"). This position will serve the students, faculty, and staff of the Chatham Campus and other instruction sites within Chatham County by providing reference services, library instruction, interlibrary loan, and reserve services. The Reference Librarian will also work cooperatively with librarians at the College's other locations to maintain consistency in library instruction between campuses, and to ensure that library instruction classes meet SACS standards. The Reference Librarian will also serve as a liaison for collection development of the College's collection with the Director of Library Services at the Sanford campus.

The College also agrees to pay the cost of a part-time librarian, who shall also be a County employee, to cover evening and weekend hours as needed to supplement services rendered by the full-time librarian position cited above.

The Library shall also provide a separate service area (i.e. reference desk) for the Reference Librarian. This Reference Librarian shall also serve community users of the Library in the areas of reference services and interlibrary loan.

The personnel and related costs to be paid to the County for the above positions will be mutually agreed to by both parties.

18. **Maintenance and Operations.**

(a) Library Maintenance and Facility Operations. The College shall manage the facility operations, maintenance, and custodial care of the Library. The costs incurred by the College in carrying out these functions shall be reimbursed to the College based on quarterly invoices submitted to the County. The College accepts the responsibility to operate and maintain the Library in accordance with the College's maintenance and custodial guidelines and subject to expense reimbursement by the County. The College's financial records shall be open to the County for inspection at reasonable times upon request. The County gives the College the right to access and enter upon the facilities without notice at any time during regular business hours or in the event of an emergency.

(b) Scope of Work

(i) **Maintenance:** The College, through its Physical Plant Department, shall provide maintenance services necessary to ensure that heating, cooling, and water systems are in good working order. Efforts shall be made to promote maximum operating efficiency for all systems. In addition to the site manager for the College's Chatham campuses and his staff, support will be provided by the college-wide maintenance team, which includes specialists in heating and air, and electrical work. The College manages preventative maintenance contracts with vendors who specialize in certain types of systems to keep the systems operating properly and to minimize mechanical breakdowns.

(ii) **Housekeeping:** Housekeeping will be carried out by a combination of College staff and contracted vendors. A document entitled "Custodial Services - Typical Scope of Work" is used by the College's maintenance department to standardize the work being performed. This document is customized for each building maintained by the College.

(iii) **Utilities:** All utility accounts will be kept in the College's name and paid promptly. The College shall include utility costs in the quarterly reimbursement billing to the County. As part of operational oversight, the College works with utility providers to determine the most economical rate plans, equipment, etc., to minimize utility costs.

(iv) **Security:** The College shall provide security services in and around the facilities. At the request of Library personnel, College security personnel may provide security services ordinarily within the scope of duties that they would otherwise provide to the College, including but not limited to general surveillance, locking and unlocking facilities, responding to disturbances, and creating incident reports.

(v) **Legal:** In the event that legal action needs to be taken regarding the operations of the Library, Chatham County and College personnel shall consult with their respective legal counsels, who will work together to issue a mutually acceptable joint response. This provision shall not preclude either party from consulting with legal counsel on an independent basis provided that no legal action is taken without mutual consent, nor shall it preclude either party from taking legal action necessary to respond to an emergency situation.

~~The College accepts the responsibility to operate and maintain the Library in accordance with the College's maintenance and custodial guidelines and subject to expense reimbursement by the County.~~

19. **Notices.** Notices given pursuant to this Agreement shall be in writing, delivered in person, by overnight delivery, or by certified or registered mail, return receipt requested, postage or fees prepaid, addressed to a party at the address provided for notice at the beginning of this Agreement, and shall be deemed effective upon the date received via personal delivery, five (5) business days after being deposited in the United States Mail,

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postage prepaid, by certified or registered mail, or one (1) day after delivery to an overnight delivery service (Federal Express), with delivery charges thereon prepaid. The parties hereto shall be responsible for notifying each other of any change of address.

20. **Term & Termination.** The initial term of this Agreement shall be for one (1) year, after which time this agreement shall automatically renew for success one-year renewal terms. Either party may terminate this agreement with or without cause with one hundred eighty (180) days prior notification. It is anticipated that this Agreement shall continue in perpetuity. However, either institution may give one hundred eighty (180) days advance written notice to the other institution requesting that this Agreement be amended in a specified way, or that a successor agreement be executed. Failure to execute amends this Agreement or an acceptable successor agreement shall constitute a recommendation to dissolve the Agreement and relationship set forth herein. A decision to terminate the Agreement and relationship shall require minimum specific notice of termination at least of one hundred eighty (180) days prior notification.

21. **Amendments.** This Agreement may only be amended with the mutual written consent of both parties.

20.22. **Insurance.** Both parties shall maintain sufficient insurance as required by law, including but not limited to commercial general liability, workers' compensation, and automobile insurance. Insurance coverage for the Library, including but not limited to coverage for the structure and for the contents of the Library, shall be the responsibility of Chatham County. Either party shall produce proof of insurance upon request by the other party.

IN WITNESS WHEREOF, the parties have caused this Inter-Institutional Agreement to the executed as of the day and year first written above.

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