

COMMONWEALTH OF VIRGINIA  
COUNTY of CHARLES CITY



## BOARD OF SUPERVISORS

Richard M. Bowman  
C. Hill Carter, Jr.  
Henry O. Hollimon, Jr.

## COUNTY ADMINISTRATOR

Lloyd O. Jones

## VIRGINIA:

At the regular meeting of the Board of Supervisors of Charles City County, Virginia held at the Courthouse thereof on Tuesday, May 28, 1985 at 9:00 a.m., in the 209th year of the Commonwealth, and in the 351st year of the County.

PRESENT: Henry O. Hollimon, Jr., Chairman  
C. Hill Carter, Jr.  
Richard M. Bowman

RE: CHARLES CITY-NEW KENT HERITAGE LIBRARY FOUNDATION, INC.

On motion duly made by C. Hill Carter, Jr., seconded by Richard M. Bowman and unanimously carried,

WHEREAS, the Counties of New Kent and Charles City have negotiated a contract with the Charles City-New Kent Heritage Foundation, Inc. trading as the Heritage Library and located at Providence Forge, Virginia to provide free public library service within the two Counties; and,

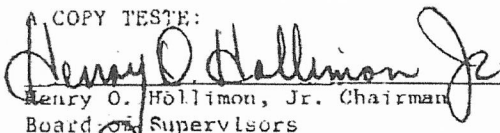
WHEREAS, the two Counties wish to confirm the Heritage Library as the sole official free public library of the two Counties; and,

WHEREAS, the Board of Supervisors wishes to approve the contract previously negotiated between the parties and to appoint a member or members of the Board of Trustees of the library as set forth in the aforementioned contract;

NOW, THEREFORE, BE IT RESOLVED, that this Board hereby approves the contract between Charles City County, New Kent County, and the Charles City-New Kent Heritage Foundation, Inc. with all terms contained therein;

BE IT FURTHER RESOLVED, that the Board of Supervisors of Charles City County does confirm the Heritage Library as the sole official free public library serving the County of Charles City.

A COPY TESTE:

  
Henry O. Hollimon, Jr. Chairman  
Board of Supervisors

## A G R E E M E N T

This Agreement made this 20th day of May, 1985, by and between the CHARLES CITY-NEW KENT HERITAGE FOUNDATION, hereinafter referred to as Heritage Foundation, and the COUNTY OF CHARLES CITY, VIRGINIA, and the COUNTY OF NEW KENT, VIRGINIA, hereinafter referred to as participating localities;

WHEREAS, the participating localities desire to enter into a contract with the Heritage Foundation to establish, maintain and operate a free public regional library serving the participating localities;

NOW, THEREFORE, THIS CONTRACT WITNESSETH, that the Heritage Foundation and the participating localities hereby covenant and agree as follows:

1. Pursuant to the provisions of Section 15.1-21 and Title 42.1 of the Code of Virginia of 1950, as amended, there is hereby established a regional library which shall conform to standards now and hereafter prescribed by the State Library Board of Virginia.

2. The Board of Trustees of the Heritage Foundation shall consist of twelve (12) members. Five trustees shall be selected by the Heritage Foundation in accordance with its bylaws. Four members of the Board of Trustees of the Heritage Foundation shall be appointed by the Board of Supervisors of New Kent County and three members of the Board of Trustees of the Heritage Foundation shall be appointed by the

Board of Supervisors of Charles City County. The members of the Board of Trustees shall be appointed to serve four year staggered terms. Initial terms on the Board of Trustees shall be determined by drawing lots. Vacancies shall be filled for unexpired terms as soon as possible by the appointing authority. The participating localities may from time to time agree to alter the number of representatives on the Board of Trustees from each locality taking into consideration the proportionate use by each locality and the financial contribution from each locality. Under no circumstances shall any participating jurisdiction be represented by less than two members. No appointed member shall be eligible to serve more than two successive terms and a member shall not receive a salary or other compensation for services as a member, but may receive necessary expenses actually incurred if so determined by the Board of Trustees. A member of the Board of Trustees may be removed or replaced by the appointing authority. The Board of Trustees shall elect officers and adopt such bylaws, rules and regulations for their own guidance and for the government of the regional free library system as may be necessary. They shall have control of the expenditure of all monies credited to the regional free library fund. The Board shall have the right to accept donations and bequests of money, personal property or real

estate for the establishment, expansion and maintenance of the regional free library. The Heritage Foundation agrees to amend its bylaws to conform with this contract.

3. The Board of Trustees shall have the authority to enter into contracts with the State Library Board or with other library boards and with any other agencies for the purpose of administering public library services within the participating localities, including contracts concerning allocation and expenditure of funds.

4. The regional free library hereby established shall have its headquarters at Route 60 and Route 155 in Providence Forge, Virginia 23140.

5. The expenses of the regional library system shall be apportioned among the participating localities on a per capita basis subject to a annual approval of appropriations by the governing bodies of the participating localities. The amount so approved shall be appropriated annually on a fiscal year basis and such appropriation shall be paid no less frequently than quarterly, in advance, to the fiscal officer of the Heritage Foundation. Additional advances of approved funds may be made by the governing bodies of the participating localities upon request of the Heritage Foundation. For the fiscal year beginning July 1, 1985, each participating locality agrees to provide \$1.75 per capita which

totals \$16,100 for New Kent County and \$11,725 for Charles City County. Continued funding and the level of the same will be determined annually by the governing bodies.

6. By December 31st of each year, the Board of Trustees shall submit to the participating localities copies of its proposed budget for the following fiscal year. By May 1st of each year, each participating locality shall notify the Heritage Foundation of its approved appropriation for the ensuing fiscal year.
7. No participating locality shall withdraw without two fiscal year's notice to the other parties hereto unless it receives the consent of the other participating political subdivision.
8. (a) In the event either or both participating localities shall withdraw from this agreement and the Heritage Foundation shall continue to operate a free public library, then all assets whether purchased by funds contributed from participating localities or otherwise, shall remain the property of the Heritage Foundation as long as the same are used for free public library purposes within the participating localities.

(b) Should Heritage Foundation for any reason cease to exist, or withdraw from participation in this agreement, or cease to provide free public library services to the participating localities, then at the option of the participating localities all assets of the free regional public library system may be transferred to a successor organization for the purpose of providing a free public regional library service.

(c) If the Heritage Foundation or a successor organization should cease for any reason to provide free public library service and should either County wish to continue to conduct a free public library service for its citizens only, then in such event the withdrawing locality shall be paid a percentage of the value of the assets of the public library equal to its percentage of the total contributions to the public regional library system but not to exceed the amount contributed.

(d) In the event neither of the participating localities nor the Heritage Foundation wish to continue the operation of a free public library then all assets of the library system shall be liquidated and, after the payment of all debts, the proceeds shall be divided among the participating counties in proportion to the contributions of the participating localities to the regional library system.

9. This agreement shall continue in effect until the withdrawal of any of the parties hereto in accordance with the terms hereof or it may be dissolved upon written agreement of the parties.
10. No amendments, additions or supplements to this agreement shall be valid or effective unless the same shall have been reduced to writing and formally approved by all the parties hereto.
11. The Board of Trustees shall cause an audit to be performed annually at the end the of each fiscal year by a certified public accountant and shall provide copies of the same to each governing body. The Board of Trustees shall provide appropriate bonding for the fiscal officer of the Heritage Foundation.
12. This agreement and any and all subsequent modifications, amendments or supplements shall be executed in as many copies as there are signatory parties.

WITNESS the following signatures and seals affixed hereto by the Officers shown below pursuant to the authority of resolutions adopted by the governing body and an attested copy of each being attached to and made a part hereof:

CHARLES CITY-NEW KENT HERITAGE  
FOUNDATION, INC.

BY: Mary Thomas Caswell  
President

August 1, 1985

ATTEST:

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COUNTY OF CHARLES CITY

BY:

Henry O. Hallinan Jr.  
Board Chairman

ATTEST:

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COUNTY OF NEW KENT

BY:

Paul C. Robinson  
Board Chairman

ATTEST:

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