

Albemarle Regional Library
Adopted May 1, 1952
Amended January 10, 1989
Amended April 24, 1996
Amended January 22, 1997
Amended October 27, 1998
Amended May 17, 2006
Amended July 25, 2007
Amended January 23, 2008
Amended April 25, 2012

BY-LAWS

Article I – Name

The name of this organization shall be Albemarle Regional Library Board of Trustees.

Article II – Organization

The Albemarle Regional Library is organized and shall be operated within the framework of North Carolina General Statutes Chapter 160A.

Article III – Membership

Membership of this Board of Trustees shall consist of representatives from Bertie, Gates, Hertford and Northampton Counties, the Town of Aulander, the Town of Ahoskie, and the Town of Murfreesboro as per regional contract. Such members shall be appointees of the County Commissioners/Town Councils of each county/municipality and shall be a member of a local board. Members shall serve no more than two (2) consecutive six-year terms effective with the January 10, 1989 adoption date of the by-laws.

Members of Albemarle Regional Library Board of Trustees adhere to a Code of Ethics for Public Library Trustees.

Article IV – Meetings

The regular quarterly meeting of the library board shall be held during the following months: January, April, July and October at the time and place designated. Notice of all meetings shall be mailed to all members by the regional office at least five days before the meeting. All meetings are subject to North Carolina's Open Meetings Law (G.S. 143-318.9 through -318.18). Notification of regular meetings must be sent to area newspapers and posted in all branch libraries at least ten days prior to the meeting date. Notification of meetings that are held at a time or place inconsistent with the regular schedule

must be made at least forty-eight hours prior to that meeting. Non-members attending board meetings may or may not address the board at the discretion of the board.

Article V – Attendance

A vacancy shall be deemed to exist on the Albemarle Regional Library Board of Trustees whenever a member of the Board misses attendance at three consecutive regularly scheduled meetings unless these absences are excused. Excused absences will be accepted when the Board member notifies the Library Administrative office before the meeting that he/she cannot attend due to personal or family illness or due to an unavoidable conflict with business commitments or vacation plans. A total of three absences at regularly scheduled meetings during a calendar year for any reason will automatically create a vacancy on the Board that must be filled.

Any member missing three (3) consecutive Board meetings shall be considered to have resigned, and the County Commissioners/Town Council shall appoint a new member to serve the remainder of the unexpired term upon notification by the Chairman of the Regional Library Board of Trustees to the applicable local board chair. The local board will recommend a replacement to the appropriate County Board of Commissioners or Town Council from its current members.

Article VI – Officers

Officers shall be elected during the April meeting for a three-year term beginning July 1. Officers may succeed themselves only once. The officers are Chairperson and Vice-Chair; the Director or her/his designee shall serve as Secretary.

The Chairman shall:

- Call all Board meetings.**
- Preside at all Board meetings.**
- Appoint Committees.**
- Perform other duties pertaining to this office.**

The Vice Chairman shall perform the duties of the Chairman in the latter's absence.

The Secretary shall:

- Keep a record of attendance of Board meetings.**
- Record the official actions of the Board.**
- Perform other duties pertaining to this office as delegated by the Board.**

Article VII – Committee

Special committees for the study and investigation of special problems may be appointed by the chairman to serve until they have completed the work for which they were appointed.

Article VIII – Quorum

A quorum for the transaction of business shall be a simple majority of the board members. In the event that a quorum cannot attend a meeting then a simple majority vote via email will suffice for the transaction of routine business.

Article IX – Librarian

The regional director shall be considered the executive officer of the regional board and shall have charge of the administration of the regional library system under the direction and review of the board. The evaluation form for the library director shall be distributed to all trustees and the director at the regular July meeting. The first evaluation will be on the hire date anniversary designated in the hiring contract and thereafter the director's performance evaluation shall be held during the regular October meeting. The library director is to complete the evaluation form and submit a copy to the Trustee Chairperson a minimum of two weeks prior to the regular October meeting. The board chair will meet with the library director to discuss the results of the evaluation within two weeks following the regular October meeting. The director shall be held responsible for the care of the equipment and buildings, for the employment and direction of regional and branch staff, for the efficiency of the libraries' services to the public and for the operation of the regional library system under the financial conditions set forth in the annual budget. The director shall attend all board meetings except those at which his/her appointment or salary is to be discussed or decided. A copy of the job description for the regional director shall be an attachment to the by-laws of the board.

Article X – Finance Officer

The finance officer shall have the authority to make budget amendments within the same fund of the expenditure side of the budget. Budget amendments are not to exceed \$3500 and are to be reported to the board at its next regular meeting.

Albemarle Regional Library Agreement

WHEREAS, The mission of the Albemarle Regional Library is to improve the quality of life in Bertie, Gates, Hertford, and Northampton counties by providing the best library services, collections, and programs in accordance with the library's role as an educational institution;

WHEREAS, recognizing the diverse communities served and the specific individual needs of their residents, seven governments and their seven libraries collaboratively are committed to the education, economic development and quality-of-life contributions that libraries are uniquely able to provide and;

WHEREAS, this collaboration provides for the most effective and efficient use of local resources for the benefit of their residents and;

WHEREAS, this collaboration provides opportunities for services and resource allocations otherwise beyond the financial and service capabilities of the individual governments and libraries;

NOW, THEREFORE, pursuant to resolutions duly adopted by their governing boards, the parties, on this date, hereto renew their commitment for the organization of the Albemarle Regional Library upon the terms set forth below therein for a term extending from July 1, 2012 through June 30, 2022.

I. Governments involved


- a. Bertie County**
- b. Gates County**
- c. Hertford County**
- d. Northampton County**
- e. Town of Ahoskie**
- f. Town of Aulander**
- g. Town of Murfreesboro**

II. Purpose Statement

A. This agreement is to perpetuate library and information services to the residents of the areas included within the jurisdictions of the aforementioned governing bodies through their collaborative and collective efforts under the legal authority of N.C.G. S. 153A-270 and N.C.G.S. 160A, Article 20, Part 1.

III. Board of Trustees

- a. The Albemarle Regional Library Board of Trustees shall be the governing body of the Albemarle Regional Library**
- b. Membership**

- i. There shall be 12 members of the Board of Trustees providing equitable representation of each participating governmental unit.**
 - 1. Bertie County: 7 members appointed by the Bertie County Board of Commissioners.**
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2. **Gates County: 3 members appointed by the Gates County Board of Commissioners.**
 3. **Hertford County: 1 member appointed by the Hertford County Board of Commissioners.**
 4. **Northampton County: 3 members appointed by the Northampton County Board of Commissioners.**
 5. **Town of Ahoskie: 1 member appointed by the Ahoskie Town Council**
 6. **Town of Aulander: 1 member appointed by the Aulander Town Council**
 7. **Town of Murfreesboro: 1 member appointed by the Murfreesboro Town Council**
- ii. **Members shall be appointed from the membership of the local advisory library boards according to bylaws of the local library boards and/or board appointment guidelines of each funding agency.**
 - iii. **Members shall be appointed in staggered terms to promote consistency as well as to accommodate change. Regional Bylaws shall clearly define the term limits and how staggered terms shall be accomplished among the counties and town. Members shall serve no more than two consecutive terms with no single term longer than six years.**
 - iv. **Vacancies on the Board shall be filled with appointments by the appropriate governing body for the length of the term of the member creating the vacancy, which does not count toward the 2 term limit.**

c. Powers and Duties delegated to the Regional Library Board of Trustees by the participating government units

- i. **The Board of Trustees shall be delegated the power to adopt bylaws and rules for its own governance.**
- ii. **The Board of Trustees shall be delegated the power to adopt policies for the regional library system's administration and operation.**
- iii. **The Board of Trustees shall be delegated the power to select, appoint, remove, determine salary and other terms of employment of a regional library director.**
 1. **These actions shall require a majority vote of the Board at which a quorum is present.**
 2. **The ARL Regional Library Director shall:**
 - a. **Have a valid North Carolina Public Librarian Certificate;**
 - b. **Be the chief executive and administrative officer of the ARL Regional Library and function in accordance with the approved policies of the ARL Regional Library Board.**

iv. The Board of Trustees shall develop and approve an annual budget which shall:

1. **Be administered under the same provisions as units of local government (G.S. 159), with all state funds administered by the**

regional library and expended throughout the region as described in 07 NCAC 021.0202.

2. Each county/municipality will pay into the Regional Library a mutually agreed upon amount necessary to operate its facilities, including but not limited to utilities, building maintenance or rent, salaries; and all other benefits afforded to employees of that county or municipality; and materials and equipment exclusively for that county/municipality. Each county/municipality may also contribute to joint operations as mutually agreed upon. The funds shall be sent to the regional library finance officer in monthly or quarterly payments as negotiated by the finance officer and the county/municipality.
 3. The Regional Library Finance Officer will receive, deposit and disburse all funds in accordance with generally accepted accounting principles and account for all expenditures by source of funds.
- v. The Board of Trustees shall be delegated the power to appoint a regional finance officer who shall:
1. Ensure expenditure of funds consistent with the budget adopted by the Board;
 2. Report directly to the Regional Library Director and at all meetings of the Board.
- vi. The Board of Trustees shall be delegated the power to assure compliance with all applicable State and Federal law and eligibility for the receipt of State and Federal Funds.
- vii. The Board of Trustees shall be delegated the power to make recommendations to the governing units concerning the construction and improvement of the physical facilities of the libraries within the region; however, construction and facility maintenance shall be responsibility of the local governing unit unless the Regional Board negotiates and approves a collaborative effort.
- viii. The Board of Trustees shall make regular reports related to services and operations to each governing body as conveyed by approved reports of the Regional Library Director; or as deemed necessary.
- ix. The Board of Trustees shall obtain an annual independent audit of regional library accounts consistent with generally accepted accounting principles, and submit a copy of this audit to the State Library of North Carolina.

IV. Terms of Property Ownership

a. A major benefit of regional cooperation is that scarce resources may be shared among the various county residents without wasteful duplication; however, certain ownership restrictions shall apply:

i. All buildings, grounds, and other facilities of each library shall remain the property of the county or municipality.

ii. All books, technology, or other resources paid for with local funds shall remain the property of the county or town.

iii. All books, technology, or other resources paid for with Regional or State funds shall remain the property of the Regional Library System.

V. Insurance Coverage and Indemnification

a. Insurance Coverage

v. The local government units shall maintain insurance coverage for the building and grounds and other facilities for each of their individual libraries including general liability insurance to include local advisory boards and volunteers, flood insurance as required and building contents.

vi. The Regional Library shall maintain insurance coverage for the Regional Library Office and its contents, general liability for the Regional Board of Trustees, staff, volunteers and the vehicles used to provide service.

b. Indemnification

The Regional Library shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, board member, or employee against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the corporation; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

VI. Provisions for Amendment

a. This agreement can be amended providing that all parties accept those amendments in a regular meeting of those parties.

b. Recommendations for amendments shall be forwarded to each of the county and town governments in writing with a thirty-day period for consideration given. At the next regular meeting of the county and town boards after this thirty-day period, the amendments shall be voted on by those bodies.

c. Disagreements related to this agreement shall be resolved first by a committee of representatives from each governmental unit and then by their legal councils if necessary.

VII. Provisions for Withdrawal

a. A member proposing to withdraw from the Albemarle Regional Library System shall give written notice on or before July 1 to the Regional Library Board, the other participating local governmental units and the State Library of North Carolina. The withdrawal shall be effective the following June 30.

b. Should that member decide within this time period to rescind the proposal, that member shall remain a part of the Regional Library System under the same conditions and requirements as the agreement under which they became a member.

c. Should that member fully withdraw, the Terms of Property Ownership as stated in Section IV shall apply.

d. The withdrawal of any participating governmental agency shall result in review of the regional library agreement. The Albemarle Regional Library may be dissolved if two or more of the participating governmental units withdraw in accordance with stated procedures.

e. As included under NCGS 160A, Article 20, Part 1, Joint Exercise of Power, property purchased by the region is owned jointly as tenants in common by the participating counties and towns; therefore, if the ARL Regional System is dissolved, the counties of Bertie, Gates, Hertford and Northampton and the Towns of Ahoskie, Aulander and Murfreesboro shall divide the joint assets.

f. The distribution of properties and resources jointly owned shall be accomplished by a committee composed of representatives from each governmental unit, the current Regional Library Director, and a representative from the State Library of North Carolina.

g. After all outstanding debts are resolved, any remaining funds from local governmental units shall be returned to them and the distribution of any remaining State and Federal funds shall be determined by the state library. ARL property, such as the outreach van, computers and other technology, books, and any other assets shall be sold at auction and the proceeds divided about the units or distributed in some other equitable manner as agreed upon by the committee of representatives.

VII. Review and Termination

a. This agreement shall continue to be in effect for ten years from the dated signatures on the contract unless reasonable cause is presented in writing to each of the local governmental units and the State Library of North Carolina.

b. The agreement may be reviewed at any time by any local governmental body or the Regional Library Board and, if modifications are deemed reasonable and necessary, amendments may be made according to the procedures stated above.

c. At the end of the ten-year agreement period, the Regional Library Board shall review the agreement, recommend any modifications, and submit it for review

and renewal to each of the local governmental units which shall review, suggest modifications, and vote to extend or rescind the agreement.

d. Changes to any section of the contract does not negate the contract in its entirety.

e. The agreement may be terminated if reasonable cause is presented in writing by a local governmental unit to the other members of the region, the Regional Library Board, and the State Library of North Carolina.

f. The effective dates for termination shall be the same as a withdrawal from the System.

g. If the agreement terminates, and no successor agreement is to be executed, the Albemarle Regional Library System shall be dissolved and joint assets distributed as described above in Section VI.

This AGREEMENT shall be effective upon acceptance by all parties.

IN WITNESS WHEREOF, this agreement has been executed by the principal official of the governing board of each party hereto, pursuant to authority of each respective board.

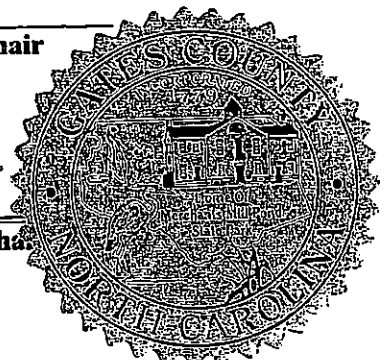
Attest:

BERTIE COUNTY

[Signature] by [Signature]
Clerk to the Board Board of Commissioners, Chair

GATES COUNTY

[Signature] by [Signature]
Clerk to the Board Board of Commissioners, Chair



HERTFORD COUNTY

[Signature] by [Signature]
Clerk to the Board Board of Commissioners, Chair

NORTHAMPTON COUNTY

[Signature] by [Signature]
Clerk to the Board Board of Commissioners, Chair



TOWN OF AHOSKIE

[Signature] by [Signature]
Clerk to the Board Town Council, Chair



TOWN OF AULANDER

Johnna R. Brown by Jeannette A. Tankham
Clerk to the Board Town Council, Chair



TOWN OF MURFREESBORO

Carolyn Brown by John A. Venton
Clerk to the Board Town Council, Chair

