

**GUILFORD COUNTY CONTRACT NO. 89760-04/11-011
AMENDMENT 2
TOWN OF GIBSONVILLE**

NORTH CAROLINA
GUILFORD COUNTY

**AMENDMENT NO. 2 TO THE INTERLOCAL
AGREEMENT REGARDING FUNDING FOR
FOR THE GIBSONVILLE PUBLIC LIBRARY**

THIS AMENDMENT TO THE INTERLOCAL AGREEMENT REGARDING FUNDING FOR THE GIBSONVILLE PUBLIC LIBRARY, hereinafter referred to as the "Interlocal Agreement" or the "Agreement," is hereby made, entered into and effective this 1st day of July, 2016, by and between the TOWN OF GIBSONVILLE, a municipal corporation in the State of North Carolina, hereinafter referred to as the "TOWN," and GUILFORD COUNTY, North Carolina, a body politic and corporate, hereinafter referred to as the "COUNTY", and also collectively referred to as the "Parties."

W I T N E S S E T H :

THAT WHEREAS, since 1993, the COUNTY has appropriated grant funds to the TOWN each fiscal year for the Gibsonville Public Library to carry out its programs and activities; and,

WHEREAS, on May 19, 2016, the GUILFORD COUNTY Board of Commissioners approved this Interlocal Agreement with the TOWN OF GIBSONVILLE and the Agreement was entered into between the Parties on July 1, 2016. The TOWN and COUNTY have determined that it is in the public benefit and interest to enter into this Amendment No. 2 to the Interlocal Agreement Regarding Funding for the Gibsonville Public Library, effective July 1, 2016; and,

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right; and,

WHEREAS, the TOWN and the COUNTY agree that this Interlocal Agreement, as amended, shall continue for five (5) years, from July 1, 2016, to June 30, 2021, unless amended or terminated pursuant to the terms herein; and,

WHEREAS, the governing bodies of the TOWN and COUNTY have ratified this Interlocal Agreement by approvals being recorded in their respective Minutes.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained in this Interlocal Agreement herein accruing to the benefit of each of the respective Parties hereto and other good and valuable consideration, receipt and sufficiency of which is acknowledged by the TOWN and the COUNTY, the Parties agree as follows:

1. The Gibsonville Public Library. The TOWN, pursuant to the authority granted in N.C.G.S. §153A-261, et. seq., and in compliance with all applicable laws, shall continue to support a public library system for the benefit of all citizens of Guilford County. This public library system shall be entitled, "The Gibsonville Public Library". It shall be operated as the TOWN deems to be in the public interest and benefit.

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2. **Term of Agreement.** This Interlocal Agreement shall continue for five (5) years, from July 1, 2016, to June 30, 2021, unless amended or terminated pursuant to the terms herein.

3. **Annual Payments to TOWN.** In consideration for the performance of the TOWN'S Library Services, the COUNTY shall pay to the TOWN the lump sum of **\$55,500.00** under the terms of this Interlocal Agreement for the first fiscal year 2016-2017.

The COUNTY'S ensuing annual payments to the TOWN for the remaining four (4) years of this Interlocal Agreement shall be determined by the per capita formula, agreed upon by the Parties. It is understood that the per capital amount, total TOWN population, and/or the total amount to be paid may vary from year to year during the term of this Agreement, and that a new Agreement or Amendment will not be necessary each year solely for the purposes of stating the new per capita amount, TOWN population, and/or the total amount to be paid for that particular year. These annual payments hereunder shall be made in lump sums, payable by December 31 of the Fiscal Year, following receipt of performance report forms acceptable to the COUNTY.

This allocation of funding may be combined with additional funding, as may be authorized in separate Interlocal Agreements between the COUNTY and the TOWN for Fiscal Year 2016-2017 and future fiscal years, to represent the COUNTY'S total fiscal year appropriation to the TOWN.

4. **Additional Payments to TOWN.** At the time that any future, additional payment amounts are appropriated by the GUILFORD COUNTY Board of Commissioners or are otherwise provided by any other funding sources, new written Agreements hereto will be entered into and executed between the Parties. Any such Agreements for additional funding will serve as supplements hereto, and shall not replace or supersede this Interlocal Agreement and vice versa.

5. **Appropriation of Funds.** It is the Parties' desire that, during the term of this Contract, it be an ongoing Contract, continuing from year to year (crossing the County's fiscal years) without the necessity of re-execution, subject to continued appropriation by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.

6. **"Clawback" for Non-Performance or Violation.** If the TOWN fails to perform its obligations under this Agreement, or if the TOWN shall violate any of the provisions of this Agreement, the COUNTY shall have the right to terminate this Agreement by giving written notice to the TOWN of such termination at least thirty (30) days before the effective date of such termination. In such event, all unexpended funds at the time of such termination shall be promptly repaid to the COUNTY. Furthermore, the COUNTY reserves the right to require TOWN to repay funds expended in violation of the terms and conditions of this Agreement.

7. **Termination.** This Interlocal Agreement may be terminated by either Party by providing twelve (12) months written notice prior to the start of the next fiscal year.

8. **Notice.** Notices under this Interlocal Agreement shall be deemed sufficient upon the mailing to the Parties by certified or registered mail at the following locations:

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Guilford County
County Manager
P.O. Box 3427
Greensboro, NC 27402

Town of Gibsonville
Town Manager
129 West Main Street
Gibsonville, NC 27249

9. Amendment. The terms of this Agreement may only be amended with a written Contract Amendment executed by both Parties.

10. Performance. The TOWN must establish and provide to the COUNTY criteria that will be used in monitoring the accomplishment of established goals and objectives along with performance measures. The TOWN shall submit to the COUNTY an annual performance report and an annual status report of all program activities, including a summary of the accomplishment of stated goals and objectives.

The COUNTY shall be entitled to conduct program evaluations of the Gibsonville Public Library's activities, particularly as related to the accomplishments of established goals and objectives and the quality and impact of services being delivered.

11. Books, Records and Accounting. All accounts, books, ledgers, journals and other records of the Gibsonville Public Library shall be maintained by the TOWN in accordance with generally accepted accounting principles, practices and procedures for a period of at least three (3) years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the TOWN.

12. Audit. Audit of the Gibsonville Public Library's financial records and operations will be included as part of the TOWN'S annual audit, which will be performed by an independent certified public accountant, with a copy of the current audit and current management letter being submitted to the GUILFORD COUNTY Internal Audit Office within six (6) months of the TOWN'S fiscal year end. The COUNTY shall be entitled to audit the financial records and operations of the Gibsonville Public Library. The TOWN shall provide the COUNTY'S Internal and External Auditors, during regular business hours, access to the Gibsonville Public Library's books and records. A copy of the financial records and operations of the Gibsonville Public Library shall be provided by the TOWN at the COUNTY'S discretion.

13. Drug-Free Workplace. The TOWN must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace of 1988 41 U.S.C.701).

14. Indemnification. As a condition of receiving funds from GUILFORD COUNTY, the TOWN agrees to fully indemnify and hold harmless GUILFORD COUNTY, its officers, agents, and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries, and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this Agreement.

15. Independent Contractor. The COUNTY is in no way responsible for the administration or supervision of the TOWN'S officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.

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16. **Assignment.** The TOWN shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement without prior written approval of the COUNTY.
17. **Non-Discrimination.** In connection with the performance of this Agreement, the TOWN shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin.
18. **Meetings.** Meetings of the Gibsonville Public Library's Board of Directors, Advisory Board or Governing Board must be open to the public.
19. **Governing Board.** The Board of Commissioners may, in its discretion, place an ex-officio member on the Governing Board of the Gibsonville Public Library, to the extent allowed by law.
20. **Entire Agreement.** This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties regarding the matters set forth herein. All prior conversations or writings between the Parties hereto or their representatives are hereby merged within and extinguished. This Contract shall not be modified except by a Contract Amendment or separate Agreement subscribed to by both Parties. The Parties agree that, in addition to this Interlocal Agreement Regarding Funding for the Gibsonville Public Library, other Contracts or Contract Amendments regarding Library Services may be entered into by the Parties during the term of this Agreement, as provided herein.
21. **Jurisdiction.** This Contract is subject to the jurisdiction and laws of the State of North Carolina.
22. In accordance with N.C.G.S. §143C-6A-5 and other applicable sections of N.C.G.S. §143C-6A regarding the Iran Divestment Act of 2015, each Party hereby certifies that it is not identified on the State Treasurer's list of persons which the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

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SEE THE FOLLOWING PAGE FOR CONTINUATION AND SIGNATURES.

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IN WITNESS WHEREOF, the Parties have executed this Interlocal Agreement Regarding Funding for the Gibsonville Public Library in their respective names and titles, by their proper officials, all by the authority of appropriate resolutions of the governing bodies of each of the taxing units, duly adopted, as of the day and year first written above.

ATTEST:

GUILFORD COUNTY

By: _____

Clerk to Board

(County Seal)

By: _____

County Manager

THIS INSTRUMENT HAS BEEN PREAUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL
CONTROL ACT.

By: _____

County Finance Director

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ATTEST:

THE TOWN OF GIBSONVILLE

By: _____
Town Clerk

By: _____
Town Manager

(Town Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

THIS INSTRUMENT HAS BEEN PREAUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL
CONTROL ACT.

By: _____
Town Attorney

By: _____
Town Finance Director