

## Amy Harvey

---

**From:** Jeanette Coffin  
**Sent:** Monday, June 01, 2020 10:29 AM  
**To:** jbedford@orangecountync.gov  
**Cc:** Judy Johnson; Allen Buansi; Amy Ryan; Hongbin Gu; Jeanne Brown; Jess Anderson; Karen Stegman; Michael Parker; Pam Hemminger; Tai Huynh; Amy Harvey; Carolyn Worsley; Flo Miller; Laura Selmer; Mary Jane Nirdlinger; Maurice Jones; Rae Buckley; Ralph Karpinos; Ran Northam; Ross Tompkins; Sabrina Oliver  
**Subject:** FW: Proposed amendment  
**Attachments:** 2011-401 Library - Town of Chapel Hill interlocal agreement for funding of .pdf

Thank you for your correspondence with the Town of Chapel Hill. The Mayor and Town Council are interested in what you have to say. By way of this email, I am forwarding your message to the Mayor and each of the Council Members, as well as to the appropriate staff person who may be able to assist in providing additional information or otherwise addressing your concerns.

If your email is related to a development application or a particular issue being addressed by the Council, your comments will be made part of the record. If applicable, we encourage you to attend any public meetings related to the items addressed in your email.

Again, thank you for your message.

Sincerely,

Jeanette Coffin



Jeanette Coffin  
Office Assistant  
[Town of Chapel Hill Manager's Office](#)  
[405 Martin Luther King Jr. Blvd.](#)  
[Chapel Hill, NC 27514](#)  
(o) 919-968-2743 | (f) 919-969-2063

---

**From:** Jamezetta Bedford [mailto:jbedford@orangecountync.gov]  
**Sent:** Sunday, May 31, 2020 6:52 PM  
**To:** Town Council <mayorandcouncil@townofchapelhill.org>; Chapel Hill Public Library <library@townofchapelhill.org>; council@townofcarrboro.org  
**Subject:** Fw: Proposed amendment

**External email:** Don't click links or attachments from unknown senders. To check or report forward to [reportspam@townofchapelhill.org](mailto:reportspam@townofchapelhill.org)

Proposed budget amendment by Commissioner Rich to cut Chapel Hill library funding by \$568,139. The BOCC budget hearing is this coming Thursday at 7:00 via zoom.

---

**From:** Penny Rich

**Sent:** Sunday, May 31, 2020 11:07 AM

**To:** Bonnie Hammersley; Travis Myren

**Cc:** Mark Dorosin; Mark Marcoplos; Sally Greene; Earl McKee; Jamezetta Bedford; Renee Price; Todd McGee; Donna Baker

**Subject:** Proposed amendment

Proposed Amendment to the 20-21 budget.

Amend the Non-Departmental budget on page 285, suspending the \$568,139 proposed for the Chapel Hill Library and use \$500,000 for a COVID focused "Education Fund" to assist students in need of technology and broadband in both districts, in order to prevent the opportunity gap from growing larger during the COVID-19 pandemic. We learned at the 5/28/20 work session that the Article 46 sales tax is projected to decrease by 50%. Article 46 is used in both school districts for technology. We know that our children will not be going back to the same classroom setting and there is a chance that we will see a second wave of this virus in the fall which may force the schools to modify/stop in-person instruction. We need to be prepared to help children/students that do not have proper access to broadband and those in need of basic technology to continue with their education.

The additional \$68,139 will be kept in a fund to assist non-Chapel Hill residents (on a sliding scale) with a household library card if Chapel Hill decides to charge a fee for the use of the library by non-Chapel Hill residents. The current cost of a library card to a non-county resident is \$65. (2016)

### **Background**

In two years, Orange County will be operating a southern branch library and will have to reconsider library spending and duplication of services. This gives the county an opportunity to help our k-12 children with emergency funding for technology/broadband related needs due to the ongoing COVID-19 pandemic, while reconsidering a MOU with Chapel Hill Municipal Library.

September 28, 2012 The county entered an Inter-local Agreement (attached) with Chapel Hill regarding funding for the municipal library. According to the agreement, it was to continue each fiscal year to July 1, 2015 with the understanding that it can be renewed beyond July 1, 2015, with a written agreement between both parties. Refer to **2. County Contributions to Library Expenses** for detailed operating expense contributions. There is currently no written agreement between Chapel Hill and Orange County, however, the county continues to extend funding.

It was brought to our attention at the County/Chapel Hill meeting on October 11, 2019 that Chapel Hill was considering asking the county for an increase in funding. (those minutes were circulated end of October) We requested data to support the increase and the funding request. At this meeting it was mentioned to Chapel Hill that the BOCC would need to know the full impact of the Southern Branch Library before a new funding agreement can be discussed.

Here are the numbers we have from 2016

#### **Chapel Hill Library Cards**

55% CH residents

22% Carrboro residents

1% Hillsborough

16% unincorporated OC

6% out of county

#### **Orange County Library Cards**

51% unincorporated OC  
19% Carrboro  
18% Hillsborough  
7% CH  
5% out of county

The last meeting between the TOCH and the BOCC to discuss the Inter-local agreement was 4/10/2015. There has been no update to the MOU since 2015 and there was no conclusion regarding interoperability between the libraries.

.....  
Commissioner Penny Rich - Chair  
Board of County Commissioners,  
Orange County, NC  
200 South Cameron St.  
Hillsborough, NC 27278  
[prich@orangecountync.gov](mailto:prich@orangecountync.gov)  
[pennyrich.ch@gmail.com](mailto:pennyrich.ch@gmail.com)  
919-960-0220



Email correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.



**INTERLOCAL AGREEMENT BY AND BETWEEN ORANGE COUNTY  
AND THE TOWN OF CHAPEL HILL REGARDING  
FUNDING OF THE CHAPEL HILL MUNICIPAL LIBRARY AND  
IMPROVED INTEROPERABILITY OF LIBRARY SYSTEMS**

**THIS AGREEMENT**, made and entered into this 28<sup>th</sup> day of SEPTEMBER, 2012 between the Town of Chapel Hill, North Carolina, a North Carolina municipal corporation, of Orange County, North Carolina (hereinafter referred to as the "Town"); and Orange County, a body politic and political subdivision of the State of North Carolina (hereinafter referred to as the "County"), for the joint and/or assigned operations and funding responsibilities of the Chapel Hill Municipal Library (hereinafter referred to as the "Municipal Library").

**WITNESSETH**

**WHEREAS**, the County and Town are public bodies, politic and corporate, under the laws of the State of North Carolina and are vested with the power and authority to own and operate libraries for the benefit of the public pursuant to Article 14 of North Carolina General Statutes Chapter 153A and are authorized by Article 20 of North Carolina General Statutes Chapter 160A to enter into this Interlocal Agreement (hereinafter referred to as the "Agreement"); and

**WHEREAS**, the County operates a library system affording services to all residents of Orange County and the Town operates its Municipal Library for the principal benefit of Town residents, while also providing library services to residents of the County beyond its corporate limits; and

**WHEREAS**, the County has historically provided financial support for the Town's operation of the Municipal Library by way of an annual contribution, most recently a sum of approximately \$250,000.00 in FY2010-11; and

**WHEREAS**, Orange County is committed to building and maintaining a robust county library system for all County residents and to supporting library services at the highest level feasible within its fiscal constraints; and

**WHEREAS**, the County and Town (hereinafter referred to jointly as the "Parties") acknowledge that Town residents primarily rely on the Municipal library for library services and, further, that many residents of the southern portion of the County, outside the Town, also rely on the Municipal Library and not the County library system, for library services; and

**WHEREAS**, the Town has historically provided library services to County residents outside of the Town's corporate limits at no charge and on the same basis as such services are provided to Town residents in accordance with N.C General Statute Sec. 153A-264; and

**WHEREAS**, the Parties have not previously instituted a formal written agreement to direct or calculate the County's annual contribution in support of Municipal library operations; and

**WHEREAS**, the Parties recognize the mutual benefit and interest of the Parties hereto, and to the public generally, in the County's continued contribution to the Municipal Library and in the Town's provision of library services to County residents; and

**WHEREAS**, the Parties wish to continue their longstanding relationship under which the County provides annual funding to the Town for library services to ensure such services are available at no charge to County residents; and

**WHEREAS**, the Parties wish, by entering into this Agreement, to establish the terms whereby future County funding of the Municipal Library shall continue and to establish a mechanism or formula whereby such funding may be appropriately calculated; and

**WHEREAS**, the Parties wish to explore opportunities for cooperative inter-library services and operability, whereby residents of the Town and the County may have improved access to library resources provided by both Parties:

**NOW, THEREFORE**, in consideration of the foregoing and on mutual promises and obligations set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. TERM**

- a. This Agreement shall commence January 1, 2012 for the remainder of the 2011-2012 Fiscal year and shall continue each fiscal year thereafter through June 30, 2015.
- b. This Agreement may be renewed beyond July 1, 2015 upon written agreement of the Parties.

**2. COUNTY CONTRIBUTIONS TO LIBRARY OPERATING EXPENSES**

- a. The County contributed to the Town, for general operating expenses of the Municipal Library, a base sum of Three Hundred Forty-two Thousand Nine Hundred Eighty-Six Dollars (\$342,986) for FY 2011 - 2012. The base sum represents 21% of the total operational costs

(\$1,633,269) the County budgeted for its Main Library, Carrboro Cybrary and the Carrboro-McDougle Library for the same fiscal year.

- b. Beginning in Fiscal Year 2011-2012, it is the intent that the County's annual base sum contribution to the Town Library will increase, subject to budget constraints, each fiscal year through June 30, 2015 until the County's contribution to the Town Library equates to 30 % of what the County spends annually for operational costs for the County Library System.
- c. It is the County's intent to increase its contribution to the Town Library by adding three percent (3%) each fiscal year to the base sum currently contributed to the Town. Over the life of this agreement, doing so would increase the County's contribution to the Town's Library from its current 21% of total County Library System operational costs to 30% in the fiscal year ending June 30, 2015. Additional extensions of the agreement could result in additional County contributions.
- d. It would be the intent of the County to increase its funding of County Library operational costs, by a proportional increase, and then to increase funding provided to the Town library by the previously agreed upon percentage of the library system increase, not to exceed three percent (3%) annually. If in any fiscal year the County does not increase its funding to the County Library System by an amount equal to the increase being provided the Town Library via this agreement, the amount contributed to the Town Library will be less than three percent (3%). If in any fiscal year the County reduces funding for County Library System operational costs, no increase will be provided the Town Library during that same fiscal year.
- e. At no time during the term of this agreement would the County's contribution to the Town Library fall below the initial base sum amount provided in this Agreement.
- f. Funding for equipment, facility expansion and debt service associated with facility enhancements of County Libraries are not operational costs and will not be included in calculations of contributions to be provided to the Town Library by the County.
- g. The Town will remain responsible for the day to day operations of the Municipal Library.

### **3. INTEROPERABILITY OF LIBRARY SYSTEMS**

- a. The Parties agree to direct County and Town managers and library staff to examine methods and determine the most appropriate methods of interoperability between the Orange County Library System and the Town of Chapel Hill Library, to be determined during the term of this Agreement.
- b. Upon staff mutually determining the most appropriate methods for a transition to interoperability, County and Town management shall make a recommendation to the governing boards of the County and Town

before November 2012. This recommendation will include a description of costs and benefits of options considered.

- c. Upon adoption of an agreement implementing interoperability, which may be adopted by way of Amendment to this Agreement, such interoperability shall be phased in over an appropriate period of time.

#### **4. LIBRARY BOARD OF TRUSTEES/ADVISORY BOARD**

The Board of County Commissioners shall appoint a county commissioner to serve as liaison to the Town's Library Board of Trustees. The liaison may attend Board of Trustees meetings and may make recommendations to the Board of Trustees.

#### **5. REVIEW OF AGREEMENT**

- a. During the initial three year term, this Agreement shall be reviewed by staff of the Municipal Library and Orange County Library and County and Town Management, in consultation with a representative group of elected officials, each year beginning no later than October 15, 2012 with a report generated for the Town and County governing boards describing:
  - i. The cost/benefit of the County's funding contribution to the Municipal Library;
  - ii. Any difficulties encountered in implementing the terms of this Agreement;
  - iii. Verification that funding provided is being utilized as proposed;
  - iv. Consideration of ways by which the County may offset the demand on the Municipal Library;
  - v. Any other issues that need to be examined.
- b. The Agreement shall be reviewed by staff annually with a report generated for the Town and County governing boards describing the same items set out in subsection (a) of this section.

#### **6. AMENDMENTS**

This Agreement may be amended by mutual written consent of the County and Town.

#### **7. TERMINATION**

This agreement may be terminated by either Party hereto upon one year advance written notice to the other Party or at any time by mutual written agreement of the Parties.

**8. NOTICE**

Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

To the County:

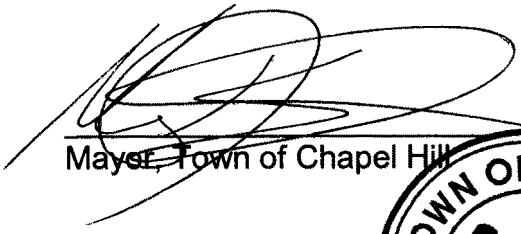
Orange County  
County Manager  
200 S. Cameron Street  
Hillsborough, NC 27278

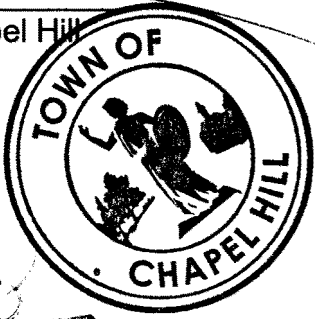
To the Town:

Town of Chapel Hill  
Town Manager  
405 Martin Luther King, Jr. Blvd.  
Chapel Hill, NC 27514


**9. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement of the parties hereto and is effective the date first above recorded.

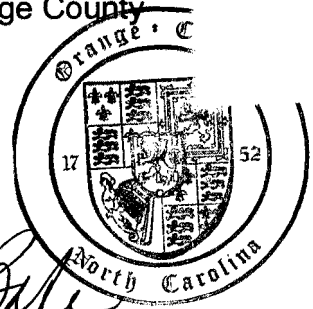
  
Mayor, Town of Chapel Hill



ATTEST:

  
Town Clerk

  
Chair, Board of Orange County  
Commissioners



ATTEST:

  
Clerk to the Board