

**FINANCIAL MANAGEMENT AGREEMENT
BETWEEN THE LOUDOUN COUNTY BOARD OF SUPERVISORS
AND THE
LOUDOUN COUNTY LIBRARY BOARD OF TRUSTEES**

WHEREAS, pursuant to Section 42.1-35 of the Code of Virginia of 1950, as amended, hereafter "the Code" the management and control of a free public library system shall be vested in a board of not less than five members or trustees; and

WHEREAS, pursuant to a resolution adopted by the Loudoun County Board of Supervisors dated March 20, 1973, the Board of Supervisors established the Loudoun County Library System, to be governed by a Library Board composed of one citizen from each magisterial district to be appointed by the Board of Supervisors; and

WHEREAS, pursuant to Section 42.1-35 of the Code, the members of the Library Board shall adopt such bylaws, rules and regulations for their own guidance and for the government of the free library system as may be expedient, and they shall have control of the expenditures of all monies credited to the Loudoun County library fund; and

WHEREAS, pursuant to Title 15, Chapter 11 of the Code, the Board of Supervisors has authority over the location, character and extent of all public facilities under its comprehensive planning authority and commission permit responsibilities; and

WHEREAS, pursuant to Section 15.1-491(a) of the Code, the Board of Supervisors has legislative authority to accept proffers of sites for public facilities as part of rezoning approvals, which authority is vested solely in the Board of Supervisors; and

WHEREAS, pursuant to Section 15.1-163.1, the Board of Supervisors has, by resolution, consolidated the financial accounting of the library system with the General Fund of the County; and

WHEREAS, pursuant to Section 42.1-35 of the Code, it is the responsibility of the Board of Supervisors, in its sole discretion, to determine the size and composition of the Library Board within the parameters established therein; and

WHEREAS, pursuant to Section 15.1-20.2 of the Code the Board of Supervisors has the authority to review the use of funds by the Library Board and

the method of management, control and organization of the library system; and further to combine administrative functions or activities of the Library Board with those of the County in lieu of an appropriation to the Library Board for such functions or activities; and

WHEREAS, the Board of Supervisors and the Library Board are mutually desirous of entering into an agreement for the financial management of the County library system, it is hereby mutually agreed as follows:

ARTICLE I. TERM OF AGREEMENT

This agreement shall commence on June 17, 1996, and shall terminate on June 30, 2000. This agreement shall automatically renew for successive four-year terms unless either party notifies the other party of its intent not to renew at least ninety (90) days prior to any expiration date. Modifications or revisions to the agreement shall be by mutual consent.

ARTICLE II. SCOPE OF AGREEMENT

This agreement provides for the financial management of the Loudoun County Public Library System and its capital facilities, and outlines the privileges and responsibilities of the parties thereto.

A. Ownership of Capital Facilities

It is acknowledged that Loudoun County is the owner, co-owner or lease holder of the land and improvements constituting the library system and of any library built in the future and incorporated into the Loudoun County Public Library System. Following consultation with the Library Board, the Board of Supervisors will continue to have final responsibility for siting, construction and funding of future facilities. The parties agree, however, that the design of future facilities is a core responsibility of the Library Board pursuant to its "management and control" mandate under Section 42.1-35 of the Code.

The Library Board shall be responsible for preparing service plans for the library system which shall be forwarded to the Board of Supervisors for final approval. The Board of Supervisors shall consider those service plans in developing or amending its comprehensive plan for the County. The parties agree that the Board of Supervisors shall be guided by the County's comprehensive plan in its actions regarding the location, character and extent of library facilities, including its

review of Commission Permits under Section 15.1-456 of the Code, and the acceptance of proffers pursuant to Section 15.1-491 (a) of the Code.

It is further acknowledged that the County is the sole owner of a leasehold interest in the land, building, contents and books of the Eastern Loudoun Library and reserves the right to purchase said assets in accordance with the terms of the lease-purchase agreements entered into between Loudoun County and the Crestar Leasing Corporation on September 15, 1990, and the Certificates of Participation, Series 1990E, issued for the purpose of financing that facility.

B. Financial Management

Financial management and control of the operations of the Loudoun County Public Library System shall be exercised by the Library Board through the Department of Library Services in full accord and cooperation with the policies, practices and financial controls of Loudoun County.

The Library Board acknowledges that the County has exercised its authority under Section 15.1-163.1 of the Code to consolidate the financial accounting of the library-system operations with the General Fund of the County.

The Library Board further acknowledges that the County maintains accountability for certain other funds related to the Library System including but not limited to trust funds, proffer funds, etc.

The Library Board shall provide the County with full information as to its budget needs, anticipated revenues and expenditures, and shall submit its operating and capital budget requests and service plans to the County as prescribed by the Board of Supervisors through the County Administrator. The County shall process such budget requests under its normal procedures and shall make budgetary revenue estimates and appropriations of funds accordingly. All anticipated revenues from all sources shall be included in the budgetary process.

All receipt, use and expenditure of funds from all sources, including payrolls and procurements, shall be accomplished through normal County policies, procedures and practices.

C. Insurance

The County shall maintain the following coverages, either commercially insured or self-insured, in full force and effect and in such amounts as are normally maintained as to the facilities, property and valuable papers of the Loudoun County Public Library System: general liability, property damage, vehicle liability and collision (bookmobiles and other vehicles). The named insured of said policies shall be the parties hereto as their respective interest may appear under this agreement.

D. Maintenance and Capital Improvements

The County shall provide normal maintenance for the land, buildings and equipment of the public library system.

The County shall be under no obligation to make capital improvements to the facilities of the public library system.

E. Books, Furnishings, Vehicles and Other Library Materials

Except as otherwise provided herein, the County is the sole owner and holder of title of all books, library furnishings, vehicles and other library materials of the public library system. Such library materials shall include all books and other reading matter, and other audio materials, maps, video tapes and other visual materials, computers and other electronic equipment, and any library furnishings, provided such furnishings have been or shall be hereafter purchased with any source of funds for which the County maintains accountability.

F. Legal Services

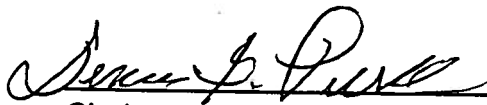
The Library Board shall be represented by the office of the County Attorney. The Library Board shall direct its Director of Library Services to request legal services from the County Attorney as needed. In the event of a conflict of interests between the Library Board and the Board of Supervisors, the County Attorney will be guided by the ethical canons of the Virginia Code of Professional Responsibility. When, in its sole discretion and for any reason the Library Board wishes to employ outside counsel, it may do so at its own expense.

ARTICLE III. BREACH OF AGREEMENT

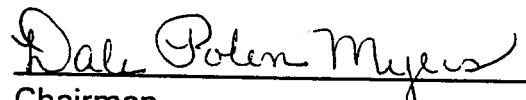
In the event of breach by either party to this agreement, the other party may give written notice to the party deemed to be in breach specifying the manner in which the agreement has been breached. If the party receiving the notice has not substantially corrected the breach within thirty (30) days of receipt of the written notice, the party sending the notice shall have the right to terminate this agreement.

ARTICLE IV. TERMINATION

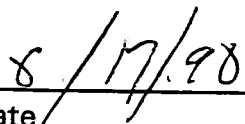
In the event of termination of this agreement, either under Article I or Article III herein, the parties shall continue to exercise their respective statutory duties and responsibilities.



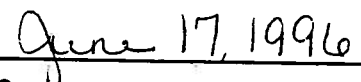
Chairman
Library Board of Trustees



Chairman
Loudoun County Board of Supervisors



Date



Date

PERSONNEL AGREEMENT
BETWEEN THE LOUDOUN COUNTY BOARD OF SUPERVISORS
AND THE
LOUDOUN COUNTY LIBRARY BOARD OF TRUSTEES

WHEREAS, employees of the Loudoun County Public Library System have for many years been covered by the Loudoun County Personnel Policies, Procedures and Regulations; and

WHEREAS, the Loudoun County Board of Supervisors, hereafter "the Board of Supervisors" and the Loudoun County Library Board of Trustees, hereafter "the Library Board", wish to extend coverage of the Loudoun County Personnel Policies, Procedures and Regulations to all employees of the Loudoun County Public Library System by formal agreement, it is hereby mutually agreed as follows:

ARTICLE I. TERM OF AGREEMENT

This agreement shall commence on June 17, 1996, and shall terminate on June 30, 2000. This agreement shall automatically renew for successive four-year terms unless either party notifies the other party of its intent not to renew at least ninety (90) days prior to any expiration date. Modifications or revisions to the agreement shall be by mutual consent.

ARTICLE II. SCOPE OF AGREEMENT

This agreement extends coverage of the County Personnel Policies, Procedures and Regulations to all employees of the Department of Library Services. This agreement recognizes that employees of Library Services and other County employees serve all residents of Loudoun County. This agreement also recognizes that the management and control of library personnel is vested with the Library Board, and that the Library Board has delegated that authority to the County Administrator for the purpose of administering County personnel policies and procedures over library employees. Therefore, this agreement seeks to establish a uniform personnel system so that library employees will have the same rights and benefits and will be subject to the same procedures and regulations as other County employees.

A. Personnel

All regular and temporary, full and part-time library employees shall be subject to the personnel policies, procedures and regulations of Loudoun County, including but not limited to, policies and procedures governing hiring, discipline and termination, except as provided herein.

Compensation of all such employees shall be paid directly by the County, and such employees shall be considered County employees for purposes

of classification, performance evaluation, grievance procedures, compensation, withholding taxes, social security, insurance programs or payments therefor, unemployment compensation, leave, retirement benefits, worker's compensation and related matters.

B. Director of Library Services

The Director shall serve under contract to the Library Board, and shall be selected and appointed by the Library Board after consultation with the County Administrator. The Director shall be supervised and evaluated by the Library Board, with input from the County Administrator.

The Director shall be considered a County Department Head, and shall have all authority as designated thereto by the personnel policies and regulations including, but not limited to, the authority to hire and fire employees of the Department of Library Services.

The Director shall act as administrative liaison between the Library Board and the County Administrator, and shall respond to requests made by the County Administrator as administrative agent of the Board of Supervisors.

The Director shall administer the Department of Library Services in accordance with all Loudoun County personnel policies, procedures and regulations.

ARTICLE III. BREACH OF AGREEMENT

In the event of breach by either party to this agreement, the other party may give written notice to the party deemed to be in breach specifying the manner in which the agreement has been breached. If the party receiving the notice has not substantially corrected the breach within thirty (30) days of receipt of the written notice, the party sending the notice shall have the right to terminate this agreement.

ARTICLE IV. TERMINATION

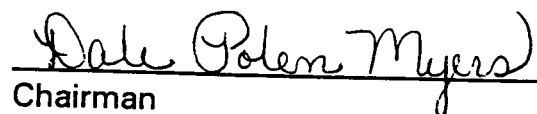
In the event of termination of this agreement, either under Article I or Article III herein, the parties shall continue to exercise their respective statutory duties and responsibilities.

ARTICLE ~~IV~~ V. PERSONNEL RECORDS AND REPORTS

The Loudoun County Division of Human Resources shall maintain the official written records of all employment actions for library personnel except that those

pertaining solely to payroll benefits and leave shall be maintained by the Department of Financial Services. Records and forms shall be submitted in accordance with procedures outlined by the County Administrator.


Chairman
Library Board of Trustees


Chairman
Loudoun County Board of Supervisors

8/17/96
Date

June 17, 1996
Date



PHILIP A. BOLEN
Executive Secretary

COMMONWEALTH OF VIRGINIA
County of Loudoun

OFFICE OF EXECUTIVE SECRETARY

18 EAST MARKET STREET
LEESBURG, VIRGINIA 22075

TELEPHONE: 777-2660
Extension 20

At a meeting of the Board of Supervisors of Loudoun County, Virginia, held in the Meeting Room of the County Office Building, Leesburg, Virginia, on Tuesday, March 20, 1973 at 10:00 a.m.

PRESENT: William C. Crossman, Jr., Chairman
James F. Brownell
Paul J. Walstad
James E. Arnold
John A. Costello
Henry C. Stowers
Frank Raflo

IN RE: LOUDOUN COUNTY LIBRARY BOARD

Upon motion of Mr. Walstad, seconded by Mr. Costello, the following resolution was passed:

R E S O L U T I O N

WHEREAS, Section 42.1-33 of the Code of Virginia gives the power to local governments to establish and support a free public library system; and

WHEREAS, a recent study requested by the Board of Supervisors recommends the establishment of a Loudoun County Library; and

WHEREAS, the establishment of a county library will promote the efficient management of library programs and expenditures and will assist the improvement and future expansion of library facilities and programs throughout the County; and

WHEREAS, a Loudoun County library can provide service through the Purcellville Library, Sterling Public Library and Thomas Balch Library, with future additional facilities to be provided according to need by the Library Board and Board of Supervisors as the resourcer of the County can permit;

NOW, THEREFORE, BE IT RESOLVED, THAT pursuant to Section 42.1-33 of the Code of Virginia, there is established a Loudoun County Library, to be governed by a Library Board composed of one citizen from each magisterial district to be appointed by the Board of Supervisors.

Voting on the motion: Messrs. Walstad, Raflo, Costello and Brownell - Yes; Messrs. Crossman, Stowers and Arnold - No.

A COPY TESTE:


Philip A. Bolen
County Administrator

3/20/73