STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

INTERLOCAL AGREEMENT

This Agreement is made and entered into this the _____ day of _____, 2026, by and between the **TOWN OF FLETCHER**, a North Carolina municipal corporation (the ***Town***), and the **COUNTY OF HENDERSON**, a body corporate and politic of the State of North Carolina (the ***County***).

Circumstances

A. The County and Town desire to collaborate on the planning, construction, funding, and operation of a new public library facility to serve residents of Fletcher and the surrounding area.

B. Both parties recognize the need for enhanced library services based on population growth, increased demand, and strategic community development objectives.

C. Both parties recognize the need to secure the necessary revenue for this project for both capital and operation costs.

Agreement

NOW, THEREFORE, in consideration of the mutual promises and covenants made to one another, the parties agree as follows:

Site Selection and Project Development

1. The Town of Fletcher will identify potentials sites for the Library. Upon mutual agreement, the property will be deeded to Henderson County in accordance with the purpose of this agreement.

2. A Joint Library Steering Committee will be established.

   A. Membership will include two representatives appointed by the County, two representatives appointed by the Town, and one non-voting liaison from the Henderson County Public Library system.

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B. The Steering Committee will oversee design and construction phases, recommend budgets and capital plans, coordinate public input, and monitor compliance with state statutes and procurement requirements.

3. The County will serve as lead construction manager for any construction undertaken. The Town will support permitting, utility coordination, and municipal approvals. Both parties will share responsibilities for community engagement and public outreach. The project will comply with all applicable local, state, and federal regulations.

Financial Commitments

4. The parties agree to review the cost of this project at the end of the schematic design phase. Presuming both parties agree to the proposed pricing at such time, the project will move forward. The parties agree that this project may require a borrowing to allow for adequate funding for the construction and establishing of the library.

5. The parties agree on the outcomes of joint equal payment of the cost of designing and building a library and then establishing the library in accord with the design (that includes furnishings and materials), and ownership of facilities. Operation of library shall be at the sole cost of the County.

Operations and Management

6. The library will be integrated into the Henderson County Public Library system.

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Executed after majority vote of both the Fletcher Town Council and the Board of Commissioners of Henderson County, this the _____ day of November, 2026.

TOWN OF FLETCHER

By:_____
PRESTON BLAKELY, Mayor

Attest:

_____
Town Clerk

Approved as to form:

_____
Town Attorney

COUNTY OF HENDERSON

By:_____
WILLIAM LAPSLEY, Chairman
Board of Commissioners

Attest:

_____
Clerk to the Board of Commissioners

Approved as to form:

_____
County Attorney

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