

MEMBER LIBRARY AGREEMENT
Allegheny County Library Association
A Federated Library System

An agreement between the Allegheny County Library Association, a federated library system, hereinafter called the “Association” and the _____, hereinafter called the “Member Library”.

WITNESSETH THAT:

WHEREAS, the mission of the Association- is to provide and promote the highest quality public library service possible for all residents of Allegheny County through collaboration, cooperation, and coordination; and

WHEREAS, the Association and the Member Library desire to assist in the growth, improvement, and development of public library services; and

WHEREAS, the Association and the Member Library believe that public library services will be enhanced for the Member Library’s constituents through the participation of the Member Library in the Association; and

WHEREAS, the benefits that accrue to Member Libraries include but are not limited to:

- *Funding distributed through the Association: State Aid Subsidy, Table Gaming Funds, Allegheny Regional Asset District (“RAD”) Formula Distribution;*
- *Grant-funded programs coordinated by the Association;*
- *Participation in eiNetwork, the shared technology infrastructure co-owned by the Association and the Carnegie Library of Pittsburgh (“CLP”);*
- *Reciprocal borrowing and lending through a countywide catalog of Member Library holdings;*
- *Delivery and Inter Library Loan systems operated by CLP as the District Center;*
- *Advocacy support;*
- *Continuing education opportunities for library staff and board members;*
- *Library management and Board consulting provided by Association staff;*
- *Consortium discounts and umbrella programs (e.g., public performance rights and HR consulting);*
- *Opt-in programs such as Accounting and Payroll Services;*

NOW THEREFORE:

A. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE ASSOCIATION OPERATING AS A FEDERATED LIBRARY SYSTEM WILL:

1. Be governed by a Board of Directors responsible for all matters relating to the Association and operating in accordance with the Bylaws of the Association and the laws and regulations of the Commonwealth of Pennsylvania.

2. Prepare an overall annual budget and long range plans for review and adoption by the Member Libraries. Make available to the Member Libraries the annual audited financial statements.

3. Consult with the Librarians Advisory Council (the "LAC") or its representatives on matters pertaining to the operation of the Association and the development and improvement of public library services including but not limited to the preparation of the Association's long range plans, adoption of the Association's policies and budgets, and in the choosing of an Executive Director for the Association.

4. Apply for, receive and distribute funds coming to the Association from State, County, RAD and other sources in accordance with any contractual agreements with such funders and any distribution formulas approved by the General Membership and in a manner that is consistent with State Code and Regulations.

5. Apply for grants for the improvement of public library services where the Board in its discretion deems appropriate.

6. Submit reports as required by funders and other agencies.

7. With CLP monitor the operations of the eiNetwork.

8. Advocate for and on behalf of public library service in Allegheny County.

9. Support and assist the Member Library in the development and implementation of capital and relocation plans.

10. Maintain the right upon a two-thirds vote of the Board of Directors to terminate the Member Library's Membership in the Association if, in the judgment of the Board the Member Library is unable or unwilling to meet the requirements of this Agreement or if the Member Library's actions are determined to jeopardize the financial well-being, support, plans, or service goals of the Association; provided, however, that the Member Library is given opportunity to defend its actions prior to any decision of the Board of Directors.

B. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE MEMBER LIBRARY WILL:

1. Retain ownership and control of all its properties, endowments, gifts and other funds raised locally for its support, and retain the right to determine the use of such resources for public library services in its service area. Retain the right to apply for federal, foundation, and other grants for projects and services where the Member Library Board in its discretion deems appropriate.

2. Make its collections and library services available on a nondiscriminatory basis to all residents of Allegheny County as required by the State and RAD. Exceptions may be requested by a Member Library for consideration by the Association's Board of Directors.

3. Designate a voting delegate for matters before the General Membership and participate in the nomination and election of regional representatives to the Association's Board of Directors.

4. Enable its library director or other professional librarian staff member to serve effectively as a member of the LAC.

5. Achieve and maintain standards as established by the Commonwealth of Pennsylvania.

6. Comply with policies set for the good of the System as a whole by the ACLA Board, the eiNetwork Board of Directors and the District Library Center. Operational recommendations from the LAC that have financial implications must be approved by the Board and the General Membership. Member Libraries retain the right to set policies at the local level that do not infringe upon the delivery of service by other Member Libraries or that do not create additional financial or administrative burden to the System, the eiNetwork, or the District Library in overseeing the delivery of Systemwide services.

7. Cooperate with the Association in providing information that will further the development and improvement of public library services throughout Allegheny County.

8. File in a timely fashion with the Association those annual reports, audits, and other reports as may be required by the Board of Directors, Commonwealth Libraries, RAD, or other funding sources.

9. Inform and consult with the Association regarding capital and relocation plans.

10. Furnish a minimum of one year's notice to the Association in the event the Member Library decides to terminate its Membership. Termination would affect benefits provided by the ACLA Member Library Agreement

Association.

C. REMEDY

In the event a Member Library fails to meet the requirements of this Agreement:

1. The Association shall notify the Member Library in writing of concerns. It will provide an opportunity for the Member Library to present within sixty (60) days a defense or explanation of actions that fail to meet or are perceived not to meet the requirements of this Agreement. The Board of Directors may elect to accept such argument and provide a waiver to the Member Library relative to the matter of concern.

2. If the Board of Directors does not elect to accept the Member Library's argument and provide a waiver, it will request that the Member Library provide a Plan for Remedy ("Plan") within ninety (90) days. The Member Library may consult with Association staff, the LAC, or other Member Libraries for assistance in developing and implementing a Plan. Contracts for service with the Association or other Member Libraries may be considered as options toward remedy.

3. The Board of Directors shall, within sixty (60) days, review the Plan and determine its efficacy. If the Board of Directors approves the Plan, the Member Library will be given reasonable opportunity to implement the Plan. Association staff will provide assistance and monitor progress.

4. If the Board of Directors does not approve the Plan, it may suggest other options for the Member Library's consideration.

5. Should the Member Library fail to execute the Plan or fail to present an acceptable Plan, the Board of Directors maintains the right upon a two-thirds (2/3) vote to terminate the Member Library's membership in the Association.

D. TERM AND REVISION OF THIS AGREEMENT

1. The term of this Agreement shall be for five (5) years.

2. Revisions to this Agreement may be proposed in writing to the Board of Directors by any Member Library, the LAC, or the Association's Board of Directors itself.

3. The Board of Directors will review proposed revisions and if a significant change in circumstances warrants revisions to this Agreement prior to the end of the established term, the Board of Directors will recommend revisions to the Agreement and Establish a process for review of those revisions by the Member Libraries for a period of no less than sixty (60) days prior to

adopting a Revised Agreement.

4. In the final year of the term of this Agreement the Board of Directors will solicit recommendations on revisions to be received no later than March 1. The Board of Directors shall recommend a Revised Agreement no later than June 1 of that year and establish a process for review of that Revised Agreement by the Member Libraries for a period of no less than ninety (90) days prior to adopting a final Revised Agreement for execution in the following year. If no revisions are proposed, the existing Agreement will be extended for a further term.

THIS AGREEMENT shall be effective on January 1, 2017 and shall continue in force through December 31, 2021 unless terminated by either party as proscribed in this Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, with intent to be legally bound, the parties do hereby execute this Agreement.

ALLEGHENY COUNTY LIBRARY ASSOCIATION

Board Secretary

Board President

Print Name

Print Name

Signature

Signature

Date

Date

LIBRARY _____

Secretary / Witness

President / Governing Municipal Authority

Print Name

Print Name

Signature

Signature

Date

Date