Bucks County Federated Library System

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Bucks County Federated Library System

System Member Agreement

This agreement, is entered on the _____ day of _____, 202___, by and between the Board of Directors of the Bucks County Free Library and in its capacity as Board of the Bucks County Federated Library System Board

AND

The Library Board/Board of Trustees of _____, a Bucks County Pennsylvania local public library, established in accordance with Pennsylvania's Public Library Code, 24 Pa. C.S. Chapter 93, hereinafter the "System Member."

WHEREAS, the Bucks County Free Library Board of Directors has established a Federated Library System for the benefit of Bucks County residents, in accordance with Pennsylvania's Library Code, 24 Pa. C.S. Chapter 93, and the Pennsylvania Administrative Code, 22 Pa. Code, Chapters 131 and 141, in which wherein local public libraries within the County of Bucks have agreed to participate; and

WHEREAS, the Board of Directors of the Bucks County Free Library, appointed by the Bucks County Commissioners, serves as the Bucks County Federated Library System Board; and

WHEREAS, a written agreement between the System Board and each System Member is required, pursuant to 22 Pa. Code §141.24(c)(3), which states the obligations, services, and contribution of each Party; and

WHEREAS, it is the intent of the System Board and the System Member (together, the "Parties") to enter into this agreement for the purpose of

documenting the mutual understanding of the parties and the roles and responsibilities of the System Board and the System Member in the Federated Library System.

NOW THEREFORE, in consideration of the promises and conditions contained herein, it is mutually understood and agreed between the Parties as follows:

A. BUCKS COUNTY FEDERATED LIBRARY SYSTEM OBLIGATIONS

The Bucks County Federated Library System agrees:

1. To recognize the Bucks County Free Library, designated as the County Library for Bucks County, serves as the Federated Library System's headquarters, with its administrative offices located at 150 South Pine Street, Doylestown, PA 18901;

2. To recognize the Bucks County Free Library has been designated as the District Library Center for the Federated Library System;

3. To meet or exceed state standards for federated library systems, as set forth in the Pennsylvania Library Code and its Regulations;

    - Standards for Pennsylvania systems and system member libraries are appended to this document.

4. To apply on behalf of and to receive and distribute State Aid/Public Library Subsidy funds to the Bucks County Free Library and System Members, based on the internal formula as approved by the System Board;

    - The internal formula used to distribute State Aid for the Federated Library System is appended to this document.

5. To agree to make a good-faith effort to resolve any dispute regarding decisions of the System Board concerning the formula for distribution of State Subsidy funds with the System Member. If a System Member wishes to dispute the decision of the System Board, it may submit a concise request in writing for advisory assistance to the State Aid Office

of the Office of Commonwealth Libraries within 60 days. The Office of Commonwealth Libraries will respond with advice to all Parties involved.

6. To coordinate System submission of Plans for the Use of State Aid, Annual Reports, and other reports, information, or documents required for receipt of State funding or state grants by the Federated Library System and System Members.

7. Provide guidance and advice to System Member Libraries on how to meet federated Library System standards as needed and when possible.

8. To establish, maintain, and provide System Members access to a shared integrated library system.

    - The Integrated Library System Agreement is appended to this Agreement.

9. To offer support, training, and consulting services to System Member staff and Trustees, utilizing Bucks County Free Library staff and resources. To implement a countywide plan to improve and extend library services to the extent that resources allow.

10. To designate the Chief Executive Officer of the Bucks County Free Library, or their designee, as the Administrator of the Federated Library System who will be responsible for the policies of the System Board; manage the coordination, applications, allocations and distributions of State subsidy funds for System Members; the compliance and reporting requirements involving same; coordinate and manage shared services and technologies between the System Members; and offer System Member support as outlined in this Agreement.

B. SYSTEM MEMBER OBLIGATIONS

As a member of the Bucks County Federated Library System, the System Member hereby agrees:

1. To retain ownership, control of and title to all property, endowments, gifts, and other locally raised funds, and dedicate their use to public library service.

2. To meet Quality and Incentive for Excellence Standards as a Federated Library System Member, as well as:

    a. To meet or exceed $5 per capita local financial effort as defined in the Pennsylvania Library Code and its Regulations;

    b. To meet or exceed the full-time equivalency requirements as defined in the Pennsylvania Library Code, its Regulations;

    c. To meet or exceed 12% collection expenditure as defined in the Pennsylvania Library Code and its Regulations;

    d. To submit Plans to the System Board or its Administrator as the System Board's designee for the Use of State Aid, Annual Reports, and other reports, information, and documents required by the State for receipt of state funding or state grants by the Federated Library System or System Members at least one week prior to the due date set by the Office of Commonwealth Libraries;

3. To meet all requirements related to the designated entity type of the System Member library, including but not limited to:

    a. Having/ensuring appropriate clearances for all necessary staff;

    b. Abiding by the Bucks County Free Library's Circulation Services policies;

        - A list of the Circulation Policies is appended to this document.

4. To notify the System Board or its Administrator as the System Board's designee as soon as it is known of any anticipated inability to meet any State standards for System Members of library systems;

5. Where any State standards are at risk of not being met or are not met, to develop Plans to meet those standards, and to provide those plans to the System Board or its Administrator as the System Board's designee;

    - Guidelines for Plans to Meet Standards are appended to this Agreement.

6. To meet all requirements of the Integrated Library System Agreement between the Bucks County Free Library and the System Member.

    - The Integrated Library System Agreement is appended to this Agreement.

7. To agree to make a good-faith effort to resolve any dispute regarding decisions of the System Board concerning the formula for distribution of State Subsidy funds, recognizing that such disputes which cannot first be resolved by the System Board may be appealed to the Office of Commonwealth Libraries.

C. TERMS

1. This Agreement is effective January 1, 2027 through December 31, 2027 and will automatically renew for each successive year, unless or until either Party provides notice of non-renewal or the Agreement is otherwise terminated, as set forth below.

2. Proposals for amendment(s) to this Agreement by either Party may be made in writing, are to be submitted to the Administrator for review by the System Board and will be considered annually.

3. If the System Board adopts any or all of the proposed amendment(s), the amendments will be reflected in a new Agreement between the System Board and the System Member(s), that will become effective for the next calendar year following the date the amendment(s) was approved.

D. TERMINATION OF PARTICIPATION BY SYSTEM MEMBER

1. A System Member that wishes to voluntarily withdraw from participation in this System Member Agreement may do so by notifying the System

Board by both email and certified mail at least one calendar year prior to withdrawal.

2. A System Member that has withdrawn in good standing may be considered by the System Board for reinstatement by requesting such reinstatement by the System, in writing submitted to the Administrator, and providing such information as requested by the System Board for its consideration.

E. TERMINATION OF PARTICIPATION OF SYSTEM MEMBER BY BUCKS COUNTY FEDERATED LIBRARY SYSTEM

1. Any System Member that fails to meet the terms of this agreement will be notified by the System Board in writing. Notification will be made by email and certified mail with return receipt and will indicate the terms of the agreement that are not being met.

2. Upon receipt of the notification, the System Member will have forty-five (45) days to provide, in writing, a Plan to Meet Standards ("Plan") to satisfy unmet terms, directed to the System Board and submitted to the Administrator.

    - Guidelines for a Plan are appended to this Agreement.

3. The System Board, in consultation with the Administrator, will review the Plan and determine its sufficiency, with notification in writing to the System Member, within thirty (30) days of the System Board's receipt of the Plan.

    a. If the Board approves the Plan, the Member Library will submit monthly progress reports by email to the Board until the terms are met.

    b. If the System Board does not approve the Plan, the Administrator will work with the System Member to propose options, for the System Member's consideration, to come into compliance with this Agreement.

c. If the System Board does not approve the Plan, a revised Plan, after consultation with the Administrator, may be submitted for the System Board's consideration at the System Board's next public meeting.

4. If the System Member fails to submit a Plan, or fails to adhere to an approved Plan, the System Board will notify the System Member of the termination of this Agreement by email and certified mail with return receipt within _____ days of its initial non-approval of the System Member's Plan to Meet Standards.

F. REMEDY

If a System Member wishes to challenge the termination of this Agreement, the following procedures will be used:

1. The System Member and Administrator will draft and exchange written position statements regarding the termination of this Agreement, including their objections, support and/or concerns regarding compliance or lack of compliance with this Agreement;

2. The System Member will be notified by e-mail, with a minimum of ten (10) calendar days in advance, that the topic will be discussed and decided at a public meeting of the Bucks County Free Library Board of Directors, serving as the System Board and with a quorum present, and will be made an agenda item;

3. At the public meeting, the System Member and the Administrator will be provided the opportunity and a reasonable period of time, as determined by the Board, to offer proposals, ask questions, provide information, and present their viewpoints;

4. The System Board will deliberate and vote, requiring a majority vote of all System Board members, to terminate this Agreement;

5. The System Board will provide, in writing within 14 days of its vote at the public meeting, the rationale for its vote;

6. Should this Agreement with a System Member be terminated by the System Board's vote, the System Member may submit a letter of appeal to the System Board within 30 days of the vote for termination requesting reconsideration of its decision and providing grounds to support same, whereupon the System Board will make its final decision at a public meeting or special meeting no later than 30 days after the appeal letter is received by the System's Board.

G. PROCESS OF SEPARATION

1. A System Member that voluntarily terminates participation in or has its participation terminated from the Bucks County Federated Library System will no longer receive a monetary distribution from the Federated Library System, or any services and resources extended by the System Board exclusively to System Members.

2. The System Board, in coordination with the Administrator, the former System Member, and the Office of Commonwealth Libraries, and using the Governor's Advisory Council on Library Development's "Guidelines for Libraries Seeking to Expand or Reduce Service Areas," will identify a service area for the former System Member based on the following:

   a. The former System Member provides library service to the municipality or service area within which it is located, and to any municipality that monetarily contributes to the former System Member $5 per capita, as per the definition of "per capita" set forth in 24 Pa.C.S. §9302;

   b. The former member meets State standards for Quality Libraries Aid, or Incentive for Excellence Aid, as an Independent Library;

3. If the required conditions are met, the System Board will cede the service area and the amount of State Aid calculated by the Office of Commonwealth Libraries for the former System Member's new service area to the former System Member library.

H. Grievances

1. Any grievance with the administration of IT services should be forwarded to the BCFL Board President and CEO. Participants shall attempt to

negotiate problems or disputes arising from IT operations, but in the event a resolution cannot be achieved, the problems or disputes shall be arbitrated by the American Arbitration Association in accordance with its rules. The determination of the arbitrator shall be final and binding upon all parties and the arbitration costs shall be paid by the losing party. The venue for any arbitration shall within Bucks County, Pennsylvania. Moreover, the construction, performance, amendment and termination of this Agreement, and the resolution of disputes, as determined through arbitration, shall be governed by the laws of the Commonwealth of Pennsylvania. This Agreement supersedes and replaces any previous version of this Agreement.

The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- A list of all Parties is appended to this Agreement.

[Signatures of the Parties to this Agreement follow on the next page]

Adopted by Board of Directors June 20, 2023
Revised on October ??, 2026
Next Review 2029

Bucks County Federated Library System

By signing this Agreement, the Parties, with the intent to be legally bound, hereby execute this Agreement.

Bucks County Federated Library System Board:

_____ _____
Board President Date

_____
Printed Name

_____ _____
Board Secretary Date

_____
Printed Name

System Member Library _____

_____ _____
Board President Date

_____
Printed Name

_____ _____
Board Secretary Date

_____
Printed Name