

**MEMBER LIBRARY AGREEMENT**  
**Allegheny County Library Association**  
**Federated Library System**

An agreement between the Allegheny County Library Association, hereinafter called the “Association” or “System” and the \_\_\_\_\_, hereinafter called the “Member Library”, a \_\_\_\_\_ Member of the Association.  
(Full, Associate)

WITNESSETH THAT:

WHEREAS, the Association desires to operate as a federation of local, public libraries in the various municipalities of Allegheny County, which have joined together to improve free public library services to all residents of Allegheny County (the “System”); and

WHEREAS, the Association and the Member Library desire to assist in the growth, improvement, and development of free public library services for all citizens of Allegheny County; and

WHEREAS, the Association and the Member Library believe that free and public library services will also be enhanced for the Member Library’s service area through the participation of the Member Library in the System; and

WHEREAS, the Association and the Member Library desire that all residents of Allegheny County shall have free and accessible public library services which are commensurate with the funding available.

A. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT the Association, operating as a federated public library system, will:

1. Be governed by a Board of Directors responsible for all matters relating to the System. The Members of the Board of Directors who are Regional Representatives will be elected by Full, Associate and Provisional Member Libraries within each region of the County, as such members and regions are defined in the Bylaws of the Association, with the remainder of the Board appointed by appropriate agencies in accordance with the Bylaws of the Association and the laws and regulations of the Commonwealth of Pennsylvania.

2. Establish a Librarians’ Advisory Council (the “Advisory Council”) that will advise the Board of Directors on the operation of the System and the development and improvement of public library services. The Advisory Council will consist of a representative of each public library in Allegheny County that is a Full, Associate or Provisional member of the Association. The Advisory Council shall appoint one voting representative to serve as a Director on the Board. Other members of the Advisory Council may attend Board meetings and participate in discussions where appropriate, but without the right to vote. Members of the Advisory Council will also aid the Board in the preparation of plans, policies, and budgets; in securing funds for the System; and in the choosing of a System Administrator.

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3. Apply for, receive and distribute, in a timely fashion, funds coming to the Association from State, County, the Allegheny Regional Asset District and other sources in accordance with

contractual agreements with such funders, and in a fashion such that no Member library will receive less in State aid funds than it would receive as a local library that is not a member of the Association operating as a System.

4. Provide for such library service in Allegheny County with System funds as may be deemed desirable by a vote of the Board of Directors, upon consultation with the Advisory Council;

5. Hold a minimum of no fewer than nine (9) regular meetings of the Board of Directors.

6. Through the Board of Directors, prepare a long-range plan with the advice and assistance of the Advisory Council, subject to the approval of the Membership.

7. Apply for grants for the improvement of public library services and resources where the Board, in its discretion, deems appropriate.

8. Prepare annual budgets and reports for review by the Member Libraries.

9. Maintain the right upon a two-thirds vote of the Board of Directors to terminate the Member Library's Full or Associate membership in the Association if, in the judgment of the Board, the Member Library's actions jeopardize the financial well-being, support, plans, or service goals of the System as delineated in System policies.

**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.

2. Make its present collections and library services available on an equal basis to all residents served by the System.

3. Designate its library director, head librarian or other professional librarian staff member to serve as a member of the Advisory Council, and to enable such person to effectively serve as a member of the Advisory Council.

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4. Participate in the nomination and election process for the regional representative to the Board of Directors from the Member Library's region.

5. If State-aided, maintain its credentials and perform the functions of a local public library in accordance with the Pennsylvania Library Code and regulations thereunder.

6. Continue to receive library services from the District Library Center, as such District Library Center is designated by the State Librarian pursuant to the Pennsylvania Library Code.

7. Retain the right to apply for federal, foundation, and other grants for projects and grants which are consistent with system-wide policies as approved by the Board of Directors.

8. Endeavor to maintain and increase its sources of local support.

9. Support the Association, operating as a System, in securing necessary funds, information, and other resources required for the development and improvement of free public library services to all citizens of Allegheny County.

10. File with the Association and the State Library those annual report and other reports as may be required by the Board of Directors and the State Library.

11. Endeavor to cooperate in mutually beneficial projects with other Members of the Association.

C. THIS AGREEMENT MAY BE AMENDED through the following procedure only:

1. Amendments to this Agreement may be proposed by any Member Library, Library Director, trustee, municipal official, member of the Board of Directors, the System Administrator, or the Advisory Council, and considered at any regular or special meeting of the Board of Directors.

2. A written notice of the planned presentation of the proposed amendment to the Board together with a copy of the proposed change shall be sent to the Board of Directors at least ten (10) days prior to the meeting of the Board.

3. The Board of Directors shall, within sixty (60) days, approve or disapprove the proposed amendment.

4. If the proposed change is disapproved by the Board, the person or member proposing the Amendment may:

a. accept the Board's decision, and let the matter rest, or

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b. present the proposed Amendment, with the Board's decision and the rationale for the decision, for consideration by the Full and Associate Members of the Association at the next regularly scheduled meeting of the Membership or a special membership meeting called in accordance with the Bylaws, so long as the Members have at least thirty (30) days notice, prior to the Membership meeting.

5. If the proposed change is approved by the Board of Directors, such an approval will take the form of a recommendation to the Full and Associate Members for approval of the Amendment at the next regularly scheduled meeting of the Membership, or a special meeting called in accordance with the Bylaws of the Association, so long as the Members have at least thirty (30) days notice of the amendment, and the Board's rationale for approving it.

6. The Amendment will become effective when a simple majority of the Full and Associate Members of the Association eligible to vote approve the proposed change.

THIS AGREEMENT shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2005 and shall continue in force unless terminated by either party, such termination to be preceded by a written notice from the party desiring to terminate sent by certified mail to the office address of the other party six (6) months before the termination date.

IN WITNESS WHEREOF, with intent to be legally bound, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

ATTEST:

**Allegheny County Library Association**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
**Library**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President, Board of Trustees