



## MEMBERSHIP AGREEMENT

**Berks County Public Libraries**, a federated library system, was established in 1986 by the County Commissioners to support and coordinate county-wide development and promotion of public library services. It is the mission of **Berks County Public Libraries**, hereafter referred to as *the System*, to serve as the advocate for the library and information service needs of all the residents of Berks County.

Operating as a department of county government and in cooperation with Reading District Library Center, the System provides leadership and technical assistance for improvement of its member libraries and library resources.

THIS AGREEMENT between the Advisory Board of the System ("System Advisory Board") and the Board of Trustees of \_\_\_\_\_ **Library**, hereafter called *the Member Library*, establishes the responsibilities and commitments of both parties.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the System will:

- 1) Apply for, receive, and distribute state funds (Aid to Public Libraries and disbursements of the Statewide Card Program) in accordance with the Funding Formula developed and approved by the System Advisory Board. The System Advisory Board will review the formula yearly and present any potential changes to Member Libraries two years in advance of those changes;
- 2) Annually seek and distribute funding from the County of Berks to provide support for the improvement of member library collections and programs;
- 3) Establish and maintain an integrated library system (ILS) including a shared database of bibliographic and borrower information;
- 4) Provide professional consulting to library staff and trustees;
- 5) Establish and maintain an intralibrary delivery program;
- 6) Identify and apply for grants to improve services and resources;
- 7) Create outreach opportunities that further develop a library presence in the County;
- 8) Develop and maintain a public relations services and library marketing support (including print and digital formats), based on periodic assessment of member library needs by System staff;
- 9) Develop and maintain a System-wide website available for any Member library to use in accordance with System policy;
- 10) Consult with the System Advisory Board in the preparation of plans and policies and in the securing of funds;
- 12) Review, evaluate, and revise plans for library service development in Berks County on an ongoing basis.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Member Library will:

- 1) Be established, governed, and maintained so as to meet or exceed the standards to qualify for all levels of state aid and county funding as defined by and in accordance with the Pennsylvania Library Code, Act of June 14, 1961, P. L. 324 as most

recently amended (Standards for System members, 22 Pa. Code §141.26 and Branch Libraries 22 Pa. Code §141.27) and as set forth by the System Uniform Requirements and Responsibilities;

2) Retain control of and title to all property, endowments, gifts, and other locally raised funds, and shall determine their use in providing library services;

3) Make its collections and services available on an equal basis to all residents served by the System;

4) Participate in the Access Pennsylvania database and Statewide Card program;

5) Abide by the Pennsylvania Interlibrary Loan Code and System/District interlibrary loan protocols;

6) Adopt borrower policies as required by the shared ILS;

7) Ensure consistent and efficient system-wide customer service by circulating materials through the shared ILS and adopt the System Borrowing Policy;

8) Abide by the System Automation Agreement;

9) Support the System in its efforts to secure funds for the development of county-wide library services and the implementation of this agreement.

#### FAILURE TO MEET MEMBERSHIP AGREEMENT AND/OR STANDARDS

The System Administrator will conduct an annual review of Member Libraries to determine whether a Member Library is in compliance with this agreement. Should the Administrator determine that a Member Library has not met one or more of the responsibilities or standards, the Administrator will inform the Member Library's Board President, Library Director and the System Advisory Board. The Member Library will develop specific actions to correct the deficiency(-ies) and submit a detailed plan and timeline to the Administrator. The Administrator and Advisory Board will review the plan with the Member Library and make recommendations for any necessary changes. The plan must be presented at a System Advisory Board meeting for approval. The Member Library will provide regular updates to the Administrator and System Advisory Board on the plan and timeline status.

Effective January 1, 2022, if the Member Library is not meeting requirements of the plan or timeline and/or the deficiency(ies) has not been rectified by the deadline laid out in the plan and timeline, then \$2,000 of the County and state aid appropriations for the following year may be withheld for each deficiency. The Administrator will report to System Advisory Board about the Member Library's continuing deficiency(-ies). The System Board will decide whether to withhold \$2,000 of the Member Library's county and state aid appropriation for each deficiency. The funds withheld will be distributed to the remaining Member Libraries according to their original pro-rata share of funds received from the appropriate formulas. The System Board may direct that funds distributed to remaining Member Libraries must be spent for a particular purpose. When the Member Library successfully rectifies its deficiency(-ies), it will receive its full appropriation in the following year.

THIS AGREEMENT may be revised or amended through the following procedure:

Amendments or revisions may be proposed at any regular meeting of the System Advisory Board of **Berks County Public Libraries**. A written notice of this action, together with a copy of the proposed change, shall be sent to the Board of the Member Library.

The Member Library shall indicate approval or disapproval. When a simple majority of the member libraries in the System approves the change, the System Board may adopt it at any regularly scheduled meeting by a favorable vote of at least four members.

THIS AGREEMENT shall be effective on the 1st day of January, 2021 and shall continue in force unless terminated by either party, such termination to be preceded by written notice sent by certified mail to the address of the other party six months before the termination date.

In the event any Member Library chooses to withdraw from the System, costs incurred due to the withdrawal of any party will be borne by the Member Library.

THIS AGREEMENT shall be reviewed and updated biennially.

THEREFORE, in consideration of mutual promises contained herein, the parties intending to be legally bound hereby, have caused this agreement to be executed by their respective officers on the day and year indicated above.

FOR **Berks County Public Libraries**

\_\_\_\_\_  
President, System Advisory Board

ATTEST:

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
President, Member Library Board

ATTEST:

\_\_\_\_\_  
Secretary



## Library Automation Agreement

Berks County Public Libraries (the System) seeks to continue support of integrated automation in its member libraries in order to share library resources in the manner most effective for the benefit of all Berks County residents.

Toward that end, \_\_\_\_\_ (Member Library) enters into an agreement for the provision of automated library services delivered through Polaris ILS, provided by the System. \_\_\_\_\_ (Member Library) will be governed by the terms of this agreement.

**Berks County Public Libraries Commitment:** The System agrees to provide automation services and support including, but not limited to:

- Assume the primary financial and contractual responsibility for the operation of an Integrated Library System (ILS) and related electronic library services.
- Provision of an online catalog, circulation, acquisitions, cataloging, and other functionalities necessary to support library services.
- Enter cataloging records to the database for new acquisitions on behalf of the BCPL member libraries.
- Technical support of the network as needed in coordination with the District Library Center.
- Support of member library automation needs during library hours and emergency support as needed.
- Support of member library computers, including troubleshooting problems.
- Maintenance of appropriate files, reports, and other Polaris software applications responsive to member library needs.
- User accounts on the Polaris system.
- Coordinated purchase of supplies such as barcodes, labels, library cards and other associated items.
- Provide training and consultation to member libraries on the operations of Polaris ILS.
- A reference website containing important (non-sensitive) resources and support documentation about the automation system and services.
- Hardware support for member library computer equipment including barcode scanners and receipt printers.
- Hardware support for library local area networks.
- Maintenance and support of a wide area network connecting libraries to the Polaris network.
- Payment of telecommunication fees to connect libraries.

In addition, costs of software maintenance and acquisition of OCLC MARC records will be paid for by the System.

All catalog entries for the \_\_\_\_\_ (Member Library) holdings will be made by Berks County Public Libraries Bibliographic Services following procedures established by the System and based in established library best practices.

### **Member Library Commitment**

- Member library is responsible for the computer hardware at their respective site and network services for connecting to the ILS and related electronic library services.
- Develop and enforce a confidentiality policy that protects the privacy of all library users.
- Follow system standards for the entry of patron information into the shared database.
- Notify BCPL staff of problems with network performance or connectivity as soon as possible after the problem is experienced.
- Notify Polaris Database Administrator, District Consultant and BCPL System Administrator of staff changes.

Implementation of automation on the Polaris ILS requires total compliance by \_\_\_\_\_ (Member Library) with all elements of BCPL circulation policies. Including loan periods, fine schedules, issuance of notices, registration requirements, and the confidentiality of registration data.

\_\_\_\_\_ (Member Library) agrees to comply with all Polaris ILS protocols and operating procedures. Training in these procedures will be conducted by the System for all paid Member Library staff; attendance at these training sessions is mandatory. The Library also agrees to observe all cataloging, processing, and classification requirements and practices established by BCPL.

### **Mutual Agreement/Termination**

All libraries utilizing the Polaris ILS will share a common borrower database and a common library card; preserve the integrity of registration data; and generally work together to provide quality service and convenient access to resources to all library users. This agreement shall be reviewed annually by both parties; it may be amended as necessary by the System.

Should \_\_\_\_\_ (Member Library) elect to withdraw from membership in the Berks County Public Libraries System, all equipment purchased by the System in fulfillment of this agreement shall become the property of the County of Berks. In addition, \_\_\_\_\_ (Member Library) must assume the cost associated with deleting its holdings from the Polaris database.

If \_\_\_\_\_ (Member Library) breaks this agreement, the System will give them 60 days to correct any deficiencies or errors. If the Library does not, the System may elect to remove the Member Library from all automated library services.

\_\_\_\_\_ (Member Library) must assume the cost associated with deleting its holdings from the Polaris database.

For (Member Library):

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Board President

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Date

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Library Director

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Date

For Berks County Public Libraries:

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Advisory Board President

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Date

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System Administrator

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Date