

**Cumberland County Library System
Board of Trustees
Monthly Meeting Minutes
May 21, 2012**

Call to Order

The regular meeting of the CCLS Board was called to order by President Nancy George at 4:00 p.m. in the meeting room of the Cumberland County Library System, Carlisle.

Members Present

Nancy George, William Gould, Jane Graham, Alicia Stine, Elizabeth Stone, Sue Simmons and Kevin Stoner.

Others Present

Carrie Cleary, Jonelle Darr, Sue Erdman, Bonnie Goble, Linda Rice, Susan Sanders, Kevin Stouffer, Denise White and Craig Witmer.

MINUTES & TREASURER'S REPORT

Previous Minutes

The Library System Board unanimously approved the March 19, 2012 board meeting minutes.

Treasurer's Report

The Treasurer reviewed the Balance Sheet and Income and Expense statement for the month of April. The system office netted \$24.90 from an online donation from Linda Hoffer and a \$100 donation from the Capital Area PSEA—Retired. After review, the ***Library System Board unanimously moved to file the April 2012 Treasurer's Report for audit.***

Treasurer, Kevin Stoner, also reviewed and initialed March's and April's bank statements, cancelled check records and reconciliation reports for the system's general, money market, Online Payments and LSTA accounts. The executive director's expense reimbursement request for April 2012 was also reviewed and signed.

2011 Audit Review

Craig Witmer and Kevin Stouffer, CPAs, Smith, Elliott, Kearns & Company, LLC, reviewed the Library System's 2011 audit and reported that the firm had issued an unqualified opinion on the financial statements of governmental activities. Once again, the auditors' management letter reports that the Library System should consider an additional internal control to improve its accounting practices whenever possible. However, they noted that the board's practice of regularly reviewing the check register and reconciliation reports for its financial accounts were excellent practices and should be continued.

Mr. Stouffer said that the Governmental Account Standards Board (GASB) issued GASB Statement No. 63 and GASB Statement No. 65. GASB 63's intent is to improve financial reporting by providing users of financial reports with information about how past transactions will continue to affect future financial statements. GASB 65's intent is to properly classify certain items that were previously reported as assets and liabilities as deferred outflows of resources or deferred inflows of resources. The auditors also complimented staff for their work with the auditors to complete the audit efficiently.

Following the auditors' review of the 2011 audit, the system board unanimously accepted the 2011 audit as presented.

REPORTS

Executive Director's Report

Learning and Innovation

Leadership Development

Trustee Training

The library system received positive evaluations for the trustee training that was provided in late March.

Staff Development Day

The library system plans to hold its annual staff development day on Wednesday, October 24, 2012 at Fredricksen Library. ***The system board unanimously approved closing libraries on October 24, 2012 for its annual county wide staff development day.***

Innovation

Strategic Planning

Mrs. Darr reported that the strategic planning session on May 5, 2012 was successful. All member libraries were represented, and nearly all system board members were present. The planning process' next steps include a:

1. Planning session with member library directors on June 28 to prioritize information obtained on May 5.
2. Survey of board members and library staff to refine priorities.
3. Planning session with member library directors and system board to further refine priorities.
4. Final plan will be drafted by late fall 2012.

Financial Management

Resource Acquisition

Beatrice Kelly

Karen Balaban, estate attorney for Beatrice Kelley reported to Mrs. Darr that the East Pennsboro police has \$3981 cash from Miss Kelley's home stored as evidence. After contacting district attorney Dave Freed, Balaban was permitted to turn the money over to the estate. Balaban will file an inheritance tax return, and once she receives the confirmation of accounting, she will release the funds to the library system.

Resource Acquisition

State Budget

Mrs. Darr reported that the State Senate passed an improved version of Governor Corbett's state budget plan which includes level funding for the Public Library Subsidy. If this is approved by the House and the Governor, funding for the Public Library Subsidy would remain at \$53.5 million.

The news was not as positive with the remaining three line items—Library Access, Library Services for the Visually Impaired & Disabled, and the State Library. All three of these programs remain in line for 5% cuts in the Senate version (S.B. 1466) of the budget as well.

Mrs. Darr said that the Pennsylvania Library Association encourages board members to thank their state senator for their support.

PA Library Code Bill

Mrs. Darr reported that the State Senate has also unanimously approved Senator Dominic Pileggi's Library Code legislation, and sent it to the State House for consideration.

Senate Bill 1225 consolidates and modernizes Pennsylvania's Library Code into a single, up-to-date statute. Among other provisions, S.B. 1225 modernizes certain service requirements, improves flexibility in circumstances when a waiver is needed, adds more librarians to the Governor's Advisory Council on Library Development, and reaffirms provisions for continuing education. The bill also includes language that will enable distribution of library funding in next year's (Fiscal Year 2012-13) budget consistent with this current year's method.

Resource Management

Bankruptcy Procedures

After a year or so of work, the library system now has procedures in place that outline how member libraries should handle account holders who have declared bankruptcy. The procedures may be reviewed at:

<http://cumberlandcountylibraries.org/DocumentView.aspx?DID=2612>

Resource Allocation

Hampden Township Meeting

Mrs. Darr reported that Hampden Township officials contacted Commissioner Eichelberger to request a meeting about library services in their community. Mrs. Darr met on May 3, 2012 at the Township office with Commissioners Al Bienstock, John Thomas and Township Manager Keith Metts. (Unfortunately, Commissioner Eichelberger was unable to attend due to the human services funding crisis.)

Mrs. Darr said that while the meeting was cordial, the Commissioners, especially John Thomas, made it clear that Hampden Township wants the county library system to include plans for a library facility of some type to be located in their municipality sometime in the near future. They mentioned the East Pennsboro Branch as a possible model. Mr. Thomas said that if the county library system does not accommodate them,

the Township will withdraw from the library system and use their money to create their own library.

The commissioners plan to convey this information to the County Commissioners in writing. However, the 'threat' of pulling out of the library system won't be in writing at this point. The commissioners made it clear in the meeting that they must consider this option if the county does not include plans for improved library services in Hampden Township in the near future.

While Hampden officials are threatening to take dire action, they stated that they want to be a team player, and are willing to work with us to find/provide space, perhaps even exploring providing some type of staffing support.

Ms. Darr said that she shared information with the Hampden Commissioners that showed Hampden's residents are making good use of the library system's services already. Further, she made it clear that adding a facility could increase the library system's costs by as much as \$250,000 or more – depending upon the type of facility and services offered. Further, in a climate where the library system has lost about three-quarters of a million dollars (41% cut) from the state, is experiencing slow-growth in tax revenues, and is facing a growing deficit, it is unlikely that the library system could do this without additional financial resources.

Ms. Darr conveyed this information to Commissioner Eichelberger, Chief Clerk Dennis Marion, Fredricksen library director Bonnie Goble and Board President Todd Milano. She said that Hampden asked the system to provide them with the estimated costs for operating the East Pennsboro Branch library sometime this month. Mrs. Darr will work with Mrs. Goble to prepare this information for them.

Customer Services

Online Services

SmartPay Online System

As of the close of April, the library system has received more than 200 payments via its new online payment system. This has yielded \$301.50 in convenience fees.

Integrated Library System Demonstrations

Library staff have seen two integrated library system software demonstrations: Polaris, a New York-based company that has been very progressive about integrating eBook services into its circulation management and online catalog system; and SirsiDynix's Symphony software (the successor to Horizon). Staff will see one more demonstration in late May.

Joint ILS RFP with Dauphin County

In working with Dauphin County on plans for a shared integrated library system, DCLS has notified CCLS that its financial situation will require them to wait to issue an RFP until later this year. DCLS plans to apply for a gaming grant to subsidize the costs of a system upgrade. The grant applications are due in September, and grant notification will be around December.

Mrs. Darr recommended that CCLS delay issuing an RFP and continue to plan for a shared system with Dauphin County. She said that the potential for service improvements and cost savings were too great to pass up this opportunity. Plus, she added that CCLS has confirmed that it can purchase one more year of support for its Horizon Sun server. ***The system board unanimously approve to delay issuing an RFP for a new integrated library system software and server until a date to be determined by staff, with the goal of migrating and implementing to a new system by late 2013.***

Processes and Evaluation

Efficient, Cost-Effective Processes

Moving to New Building

Mrs. Darr reported that construction at 1601 Ritner Highway should be complete in time for a late July 2012 move date. As of May 21, 2012 the total estimated cost for renovation to 1601 Ritner Highway is about \$300,084. About half of these costs are due to hiring outside contractors to handle the dry walling, painting and electrical work. (County maintenance determined that it could not do this work and meet CCLS's move-in deadline of July 31, 2012.)

Mrs. Darr said that moving plans are already underway:

- **June 28-29** - Server room move from Bosler to 1601 Ritner Highway. This will require Horizon and all online services to be down at least 2 days as the network cutover is made.
- **July 17-19** – Move of remaining furniture and items in storage at 19 S. West Street to 1601 Ritner Highway.
- **July 25-26** – Move of library system administrative office from 1250 Ritner Highway to 1601 Ritner Highway.

Strategic Marketing

Fredricksen Library Wins John Cotton Dana Award

Fredricksen Library was notified that it is one of eight recipients that will receive the American Library Association's highest award for public relations: the John Cotton Dana Award. This award carries a \$10,000 cash grant, and is being given to them in recognition for the public relations work that was done to promote its Bee Local Festival. ***The System Board unanimously approved sending a letter congratulating the Fredricksen board and staff for this honor.***

UNFINISHED BUSINESS

Census Population Changes

Documentation on population age demographics was included in the board packets for information purposes.

NEW BUSINESS

Keystone Grant Agreement

The System Board unanimously approved an agreement with Cumberland County

that calls for the library system to manage a \$36,000 Keystone Recreation Park and Conservation Fund grant on behalf of the Bosler Memorial Library to replace the standing seam metal roof on Bosler's original library structure.

Policy Changes

The System Board unanimously approved the following policy changes: (See attached for revisions)

- ***Library Card Services policy***
- ***Placing a Request for Materials policy***
- ***Unclaimed Hold Fee policy (\$.50)***
- ***Circulation policy***
- ***STAR Service policy***
- ***Confidentiality of Library Customer Records policy***
- ***Public Relations and News Media policy***

2012-2013 District Library Services Agreement

The System Board unanimously approved the 2012-2013 District Library Services Agreement. (See attached).

Shippensburg Public Library—Keystone Library Construction Grant

The System Board unanimously approved the submission of a Keystone Recreation Park and Conservation Fund grant application on behalf of the Shippensburg Public Library to Commonwealth Libraries.

UPDATES

The Capital Region workshop (formerly held as a statewide Trustee Institute) for library leadership, library staff, trustees and friends will be held on Friday, August 10 and Saturday, August 11 at the Holiday Inn, Grantville. Topics include eBook Models, Book Sales and Fund Raisers, Getting and Keeping Friends and Financial Planning (Estates). There is no charge for the workshop. Registrations are limited and individuals may register at: <http://www.surveymonkey.com/s/capitalregionworkshop>

News from member libraries was shared.

Adjournment

The meeting adjourned at 5:20 pm. The next meeting of the Cumberland County Library System will be held on Monday, June 18, 2012 at the Cumberland County Library System's administrative office at 4:00 p.m.

Library Card Services

(Creation and revision dates: January 27, 1997; 1/24/2000, 2/26/2001; 7/1/2004; 7/19/2004; approved May 21, 2012)

People who have a valid Cumberland County Library System library card may borrow physical and digital library materials, attend library programs, use library computers, and use the library system's online databases and services.

People who have a valid temporary 30-day account number may use limited services in the library system's catalog and online databases.

Juveniles age 16 and younger who attend school in Cumberland County or the Shippensburg Area School District, may be issued a digital library card to use library web site services.

Who is Eligible

A library card is available at no charge to those who live or pay property tax in Cumberland County or in the Shippensburg Area School District.

Library cards are available at no charge to Pennsylvania residents who visit the library system and have a valid Access Pennsylvania library card.

Library cards are also available for a charge of \$5 per month for Pennsylvania residents who do not have a valid Access Pennsylvania card or for those who do not live in Pennsylvania. Non-resident cards must be purchased in person. (If an individual who paid a non-resident fee permanently moves to Cumberland County or the Shippensburg Area School District, any remaining months for which the fee has been paid will be refunded by the library at which the fee was paid.)

Library cards expire after three years of inactivity. Expired cards may be reinstated by following the registration procedures listed below.

How to Apply

Applicants must provide identification and proof of current address.

If an applicant applies online, they will receive a temporary 30-day account number to use some web site services. To complete their registration, applicants must visit the library and provide identification and proof of current address before the 30-day period expires.

If the applicant's identity is verified, but their current address is not verified, the applicant may borrow a maximum of two items until proof of current address is provided.

For juveniles age 16 or younger, written parent/guardian approval must be obtained as well as proof of parent/guardian identity and current address to obtain a library card with all privileges. Adults who have co-signed for a juvenile card may obtain information regarding the juvenile's library card account.

Juvenile card holders may use all library materials and services, including filtered Internet access. To assist families with providing Internet supervision, parents have the option of blocking their child's library card from using Internet Computers. (Note: Children with blocked Internet access may still use the library's Catalog and Database Computers. These computers have restricted access to web sites listed in the library's catalog and reference databases purchased by the library system.)

If the parent/guardian is not a customer in good standing (or is ineligible to do so), a juvenile library card with all privileges may not be issued.

If a parent/guardian of a juvenile who attends school in Cumberland County or the Shippensburg Area School District is unable to visit the library to provide written consent for a library card, the child may be issued a digital library card to use library web site services.

Library Card Holder Responsibilities

(Creation and revision dates: December 15, 2008; March 15, 2010, approved May 21, 2012)

Card holders agree to present their card each time they borrow materials or use library computer resources. Card holders are responsible for any fines or fees, and for any lost or damaged items borrowed on their card. In addition, card holders agree to abide by the Cumberland County Library System's policies and to report any address, telephone or email changes, or the loss of his/her card immediately.

Card holders may designate someone to act on his or her behalf for checkout of materials by sending his or her library card with another party. However, use of library computers is restricted to the library card holder.

When borrowing library materials, library card holders are responsible for verifying that each item is intact and that all parts are present before leaving the building. If part of an item is missing (such as a disc or accompanying literature), the borrower must report it to public services staff before leaving the building. If the missing item is not reported before leaving the library, the borrower will be responsible for any missing parts and will be charged for the loss of the item.

Placing a Request for Materials

(Creation and revision dates: January 27, 1997; August 18, 1997; 1/24/2000; July 16, 2007; December 15, 2008; March 15, 2010; approved May 21, 2012)

The Cumberland County Library System observes the guidelines of the statewide library card system under the PA Library Law, including those for Interlibrary Loans.

Items Owned by Cumberland County Library System Libraries

If an item is not available and is owned by another Cumberland County Library System facility, library card holders may request the item. This service is free of charge and is limited to 15 requests for individual card holders and 20 requests for STAR card holders. Requests for materials owned by the library that the patron designates as their home library will receive first priority.

Items Not Owned by Cumberland County Library System Libraries

If an item is not owned by any CCLS library, card holders may request the item. The library system reserves the right to limit the use of this service, usually not accepting more than 60 requests annually. Any fees charged by the lending library must be paid by the library card holder.

Unclaimed Hold Fee

(Creation and revision dates: approved May 21, 2012)

If a requested item is not borrowed by the customer within the designated pick-up time, the library card holder will be charged \$.50 for each item. (effective July 1, 2012)

Circulation Policy

General Materials

Circulation Period

(Creation and revision dates: 1/27/97; 1/26/98; 7/20/98; 9/21/98; 1/24/2000; 8/21/00, 2/26/2001; 6/15/2009; 3/15/2010; 8/16/2010; approved May 21, 2012)

The basic loan period for most library materials is fourteen days with three renewals. Renewals are not available when materials are requested by other patrons. Exceptions are listed below:

Item Type	Loan Period	Number of Renewals
Video Recordings	7 days	3
Professional Collection	28 days	3
Interlibrary Loan (from library)	Set by Lender	Set by Lender
Reference Materials ¹	1 day	Library's Discretion
Circulating Reference ²	3 days	Library's Discretion

The number of items available for loan may be limited due to the library's collection size and circulation demands. Card holders are generally limited to 100 items checked out at the same time.

STAR (Service to Adult Readers)

(Creation and revision dates: January 27, 1997; June 15, 2009; August 16, 2010; approved May 21, 2012)

Description of Service

Through a network of trained volunteers, the Cumberland County Library System provides special library services for adults at nursing homes, senior centers, senior apartments, or retirement complexes and adults in Cumberland County or the Shippensburg Area School District who are homebound due to age, illness or disability.

STAR service is also available for hospice patients and family members who are located in Cumberland County or the Shippensburg Area School District.

Service may be requested by contacting the library system's Adult Outreach Services Coordinator.

STAR service is not available for all requesting customers. Reasons for declining service may include:

- Availability of household members to visit the library;
- Short-term nature of the individual's reason for not being able to visit the library regularly;
- Unavailability of volunteers for the assignment; or
- Potential risks to the health and safety of staff or volunteers while visiting the homebound individual's residence.

[Policy continues from this point and remains the same...]

¹ At the discretion of the librarian, non-circulating reference materials may be borrowed overnight.

² Some reference materials (older or duplicate editions of encyclopedias, almanacs, etc.) may be designated by item type as circulating reference materials. These items are loaned for three days.

Confidentiality of Library Customer Records

(Creation and revision dates: May 23, 2005; June 20, 2011; February 27, 2012; approved May 21, 2012)

It is the policy of the Cumberland County Library System to comply with all judicial processes while preserving customer confidentiality to the extent allowed by law. This policy explains customer privacy and confidentiality rights, the steps the Library System takes to respect and protect customer's privacy when using library resources, and how the Library System deals with personally identifiable information that it may collect from its users.

[Policy continues from this point and remains the same...]

Public Relations & News Media Policy

(Creation and revision dates: April 18, 2005; June 20, 2011; approved May 21, 2012)

Purpose of Policy

The public relations goals of the Cumberland County Library System are:

- To increase the public's knowledge of and use of library services;
- To promote the value and importance of the Library System's services among governing officials, civic leaders, and the general public; and
- To maintain open, professional and responsive communications with members of the public and the news media.

The community's perceptions of the Cumberland County Library System's programs and services are based not only upon the service the Library System provides to its customers, but also the reports that appear in the newspaper, on radio or television news, and on the Internet.

Designated Spokespersons

The library system's Executive Director or his/her designee is the System's designated spokesperson for issues that concern the library system or issues that involve more than one library service area in the county. These might include system wide policies and services, computer service issues, finance, trends in library service, future plans, confidentiality of records/information, etc. The President of the Library System Board or his/her designee shall be the board's sole spokesperson for library system board actions or matters of system wide policy. The Library System's Executive Director shall be notified in advance of any news conference held by a member library. The Executive Director shall keep member Library Directors informed of recent news media contacts and issues.

Each member Library Director or his/her designee is the designated spokesperson for their own library's programs and services, finance, plans, etc. The President of the local member library Board or his/her designee shall be the board's sole spokesperson for local member library board actions or matters of local policy. Member Library Directors shall keep the Executive Director and other Library Directors informed of recent news media contacts and issues.

Since good public relations involve every person who has a connection with the Library System and its member libraries, staff and board members shall follow guidelines approved by the Library System. The Library System recommends that member libraries develop public relations and news media policies with their local friends group.

**AGREEMENT FOR THE PROVISION OF
DISTRICT LIBRARY SERVICES
CAPITAL AREA LIBRARY DISTRICT – 2012/2013**

7/1/2012-6/30/2013 (assuming funding)

In lieu of a District Advisory Council, the Capital Area Library District has developed a District Advisory Core Negotiation Team to create the agreement for the provision of district library services. The negotiation team, district consultant, and state library advisor(s) discuss the needs of area libraries and work out an agreement for the expenditure of district library center aid, and the plan for district library center services for the year with continuous input from member libraries.

Signatories:

- DLC Administrator/Executive Director for Dauphin County Library System
- Dauphin County Library System Board President
- Cumberland County Library System Executive Director
- Cumberland County Library System Board President
- Library Directors and Board Presidents of:
 - Bloomfield Public Library
 - Community Library of Western Perry County
 - Hershey Public Library
 - Marysville-Rye Public Library
 - Middletown Public Library
 - Newport Public Library

Conditions: The services outlined in this agreement and the attached budget documents are based on library needs and effective expenditure of the estimated amount of state aid to district library centers being \$355,316. This estimate is based on the Office of Commonwealth Libraries instruction to district centers to budget for a 5% decrease in state aid for the district year based on the current draft of the Governor's budget. *All parties reserve the right to choose to renegotiate this agreement if the actual funds received are greater or lesser than 10% different than this budget shows.* In the event that state funds are not received in a timely fashion or the budget changes before distributions are made, the District Library Center will make prudent operating decisions as needed to maintain core services, and will begin renegotiation promptly.

Provisions: During the term of this agreement, Dauphin County Library System (DCLS) will serve as the District Library Center (DLC) for state aided public libraries in Cumberland, Dauphin, and Perry County under the department name Capital Area Library District (CALD) with this mission statement: The Capital Area Library District coordinates and provides opportunities to 22 public library locations and 2 administrative offices in Cumberland, Dauphin, and Perry counties through services, resources, and collections.

Specifically, CALD shall provide the services and resources described on the following pages with district library center funds and resources:

Consulting

- Serve as a liaison to and from the Office of Commonwealth Libraries when communications are needed.
- Attend or facilitate board meetings or trainings, on request, to address strategic planning, state aid and state standards, the role and responsibilities of board members, or other topics as desired.
- Attend or facilitate committee and group meetings throughout the district as needed to provide coordination and independent consultation to libraries.
- Serve as a source for topical research on policies, procedures, or local practices valid to libraries or boards of trustees.
- Attend library meetings to encourage cooperation. From time to time, the district may host meetings of its own on specific topics.
- Maintain a current district e-mail address so that libraries can communicate with the district group via capitalarealibraries@dcls.org.
- Provide access or referral to managers and supervisors of the DCLS for consultation regarding issues such as personnel, finances, public relations, technology, collection development, etc.
- Maintain basic district communications via <http://capitalarealibrarydistrict.org> and district community space where important resource sharing information can be accessed and hosted.

- Work on other cooperative projects that benefit residents of the district and bring greater cooperation, such as Perry County technology coordination, work on the Optimization Task Force, and collaboration with PALA and the PAFoward project as time allows.

Interlibrary Loan (ILL)

- Borrow items through Access PA or OCLC ILL for all libraries named in district agreement. Process ILL borrowing requests for items not available in local district catalogs.
- Lend from the DCLS DLC collection to Access PA and OCLC libraries.
- Provide delivery for all ILL lending and borrowing requests for all district libraries through IDS site membership purchased for East Shore Area Library. District libraries can send their items that need to be shipped to IDS members libraries to ESA so that they can be shipped from there to any IDS library at no direct cost to lending library.
- Continue to develop and deploy the online ILL form for enhanced resource sharing workflows. This online application, which features custom Work Queues and the ability for customers to track the progress of their request is designed to help your staff do the best work when processing resource sharing requests is hosted at <https://capitalarealibrarydistrict.org/ill>.

Note: Some changes to local ILL policies and procedures may be implemented in 2012/13 in order to increase efficiency or respond to resource sharing changes in the ILL Code.

Delivery within the District

- Provide a core delivery service of one-three days/week to each library named in this district agreement. During district year 2012/13, the core will be analyzed and costs updated after 6 months time.
- Offer additional delivery, beyond the core service, on a fee for service basis according to the provisions of a Delivery Agreement. Note: Actual costs for delivery beyond a determined "core" outside the district budget will be billed to DCLS and CCLS.

Reference and Library Collections

- East Shore Area Library will provide in-house use of library collections and reference assistance to all residents in the Capital Area Library District up to 65 hours/week.
- Encourage the use of cooperative self-mediated district loans from the DLC collection and other library collections in the district as a supplementary collection resource.
- Continue to house a small collection of materials specifically to meet the needs of library professionals, support staff, and trustees as they work towards development of enhanced library services. Expenditures for new titles are limited.
- Provide funds and support throughout the year for the OverDrive platform costs for the provision of downloadable books to all district residents.
- Provide \$18,000 in funds to be used for the District Library Center collection. In addition, all district libraries are encouraged to make a contribution to the shared ebook and downloadable audiobook collection that is meaningful to in so that this collection can continue to grow and meet the needs of ebook readers and digital customers in our area.
- Facilitate meetings of the CALD Electronic Resources Group for collaboration.

Youth Services

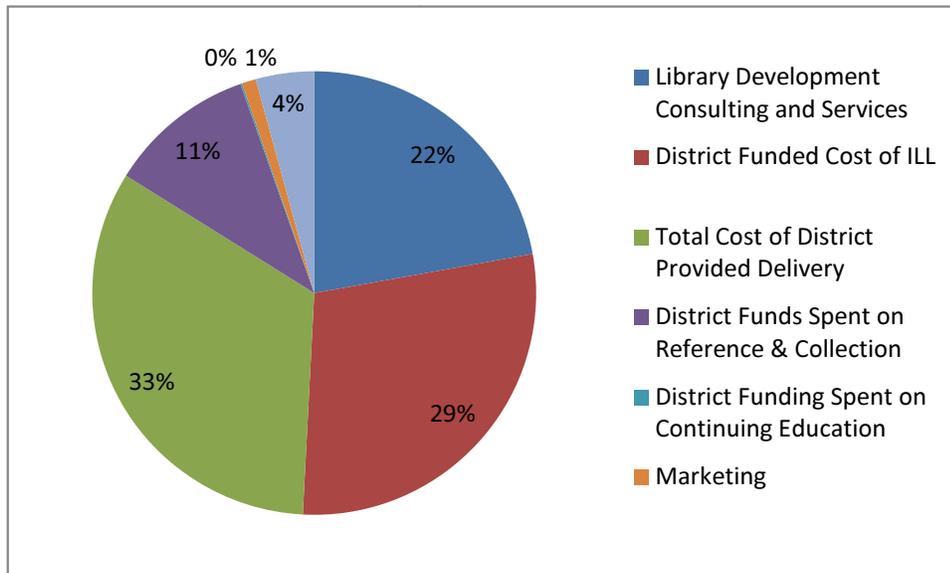
- One staff member from DCLS will attend youth-focused DLC Meetings and share updates. Youth staff in the district can use a mailing list at caldyouth@dcls.org.
- Coordinate group purchases and activities such as trunk sharing to support the One Book Every Young Child initiative.
- Participate in and provide a multi-district/regional Summer Reading Program workshop opportunity, assuming funding the Office of Commonwealth Libraries.

Continuing Education

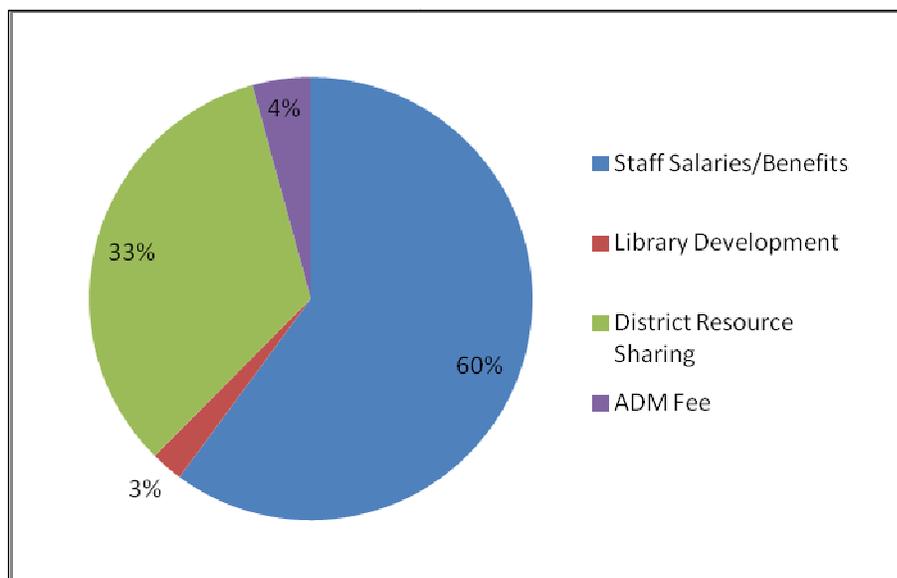
Attachment A

- Promote and arrange for free and low-cost continuing education or service specific workshops during the year for the development of board members and library staff.
- Participate in and provide a Regional workshop opportunities, assuming funding from LSTA funds and the Office of Commonwealth Libraries.
- Attend library board meetings to promote Board Development using tools from the Office of Commonwealth Libraries called "Getting on Board"
- Assist with staff training day planning, local staff meeting training, and provide board trainings when requested.

Full Budget detail worksheets are also distributed for review, but here is a quick summary by major Service Area of \$ **\$417,291** in projected district expenditures, which includes income from the fees paid for 5 day/week delivery by DCLS and CCLS:



This is a budget breakdown of \$417,291 in district expenditures by categories requested in reports to the Office of Commonwealth Libraries:



Service eligibility standards for local libraries

1. Local libraries shall comply with standards for public library service set by Commonwealth Libraries, including qualification for State Aid.

2. Local libraries shall file annual reports and other documents required by Commonwealth Libraries or by the District Center in a timely manner.
3. Local libraries shall agree to comply with policies and procedures affecting district services, including but not limited to interlibrary loan and delivery.
4. Local libraries shall support and participate in District meetings and continuing education programs. Specifically, each library is required to send a representative to at least one district meeting during the twelve-month period covered by this agreement.
5. Local libraries shall participate in district, regional, and statewide initiatives when requested.

Evaluation & Failure to Perform

At anytime, staff or board members can provide feedback on the services and agreement.

In the event a district library believes the DLC is failing to perform in accordance with the terms of this Agreement, a complaint shall first be registered with the District Consultant, who shall attempt to resolve the issue in concert with the DLC Administrator. Should the DLC be unable or unwilling to resolve the issue to the satisfaction of the district library, a Commonwealth Libraries liaison will meet with the complainant, the DLC Administrator, and if deemed necessary, the District Negotiation Team. Failure to resolve the issue at this step shall result in the involvement of the Commissioner of Libraries, with appeal to the Governor’s Advisory Council on Library Development. It is clearly understood that among the consequences of DLC nonperformance are withholding of DLC aid not yet reimbursed, return of DLC aid previously received, and possible loss of DLC designation.

In the event a district library fails to comply with the responsibilities listed above, the DLC, working in consultation with the Commonwealth Libraries liaison, shall have the right to limit or suspend district services to the extent permitted by law.

DISTRICT LIBRARY ENDORSEMENT OF THE AGREEMENT FOR THE PROVISION OF DISTRICT LIBRARIES SERVICES WITHIN THE CAPITAL AREA LIBRARY DISTRICT

The _____ endorses the Agreement for the District Library Services to the Capital Area Library District for 2012/2013 and agrees to abide by its provisions.

Signatures:

Library Director

Date

Library Board President

Date

AGREEMENT

THIS AGREEMENT is entered between the County of Cumberland, a Pennsylvania county with offices at 1 Courthouse Square, Carlisle, Pennsylvania ("County"), and the Cumberland County Library System _____ ("Library"), and is effective upon the last date of execution hereof by the parties.

WHEREAS, the County of Cumberland, on behalf of the Cumberland County Library System, has been awarded funding in the amount of \$36,000.00 under the Keystone Recreation, Park and Conservation Fund grant for project No. FC 4100058512 (Grant) to replace the standing seam metal roof on the Bosler Memorial Library's original library structure constructed in 1899 ("Project"); and

WHEREAS, the Board of Commissioners of Cumberland County desires to subcontract with the Library to develop, distribute bidding documents and oversee the construction ("Services") of the Project; and

WHEREAS, Library has agreed to provide the Services, as set forth in Exhibit "A," attached hereto and incorporated herein, with respect to the Project; and

WHEREAS, Library has agreed to be bound by all of the terms and conditions set forth in this Agreement, the Keystone Recreation, Park and Conservation Fund Grant Agreement ("Keystone Agreement") and all applicable state and federal laws and regulations, as amended from time to time; and

WHEREAS, the parties have agreed to be bound by the following terms and conditions with respect to the completion of the Project.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. RECITALS. The above recitals are incorporated herein.
2. AGREEMENT(S) FOR THE PROJECT. Proposed contracts for the performance of labor or services and the provision of materials for the Project shall be acceptable to the County and shall be submitted to the County for approval prior to execution by the Library. County will review the agreements solely to confirm conformity with the Project description. A written narrative of the Project scope and schedule, shall be provided to the County for its review and approval. The County shall review the proposed contracts, or other submissions, solely to insure compliance with the Project and shall promptly notify Library that it may proceed with the Project or inform Library of the specific provision(s) which are unacceptable to the County. The proposed contracts shall not be executed by the Library and the Project shall not proceed unless the objectionable provision(s) are removed. All construction agreements shall provide for the waiver of mechanics liens.

5. SPECIAL CONDITIONS. In addition to all of the terms and conditions of this Agreement, and not in substitution thereof, the Library covenants and agrees as follows:

A. Library and its contractors/vendors/providers, and their subcontractors shall comply with all terms and conditions imposed upon County under the Keystone Agreement and all applicable laws and regulations, including but not limited to the Pennsylvania Prevailing Wage Act. These terms and conditions are in addition to any performance, reporting or other terms already provided under this Agreement.

B. To the extent that the Keystone Agreement and/or any applicable state or federal grant or contract requires the County to perform or report certain matters relating to this Agreement, the Library, its contractors/vendors/providers, and their subcontractors agree to provide County upon request such information or performance as County requires in order to comply with its statutory or grant/contract obligations. Without limitation of the foregoing, the Library shall provide County monthly reports, on or before the 5th of each month during the course of the Project. Further, the Library grants to the County full and complete access to the site during reasonable business hours for the purpose of inspecting the performance and progress of the Project.

C. Should Library, any of its contractors/vendors/providers, or their subcontractors, breach or fail to perform any term or condition imposed upon County under the Keystone Agreement, or the federal or state grant or contract, which breach or failure results in a claim by a federal or state agency for repayment of any Keystone Agreement funding, it shall promptly pay to County upon demand such

amounts received by it on account of this Agreement. In addition, upon any of such events, County shall have the full and complete right to withhold any further payments under this Agreement and shall be released from any and all liability hereunder.

D. Library, its contractors/vendors/providers and their subcontractors shall comply with all terms and conditions imposed upon County pursuant to the Keystone Agreement and shall comply with applicable Federal, State, and local laws, rules and regulations including, but not limited to:

Davis-Bacon Act; Uniform Relocation Assistance and Real Property Acquisition Act; Clean Air Act, the Flood Disaster Protection Act, Federal Hatch Act; the National Historic Preservation Act; the National Historic Preservation Act; Executive Order 11593, the Archaeological and Historic Preservation Act; provisions of the Older Americans Act, as amended Section 312 and 321(b), Protecting Federal Reversionary Interest in Multipurpose Senior Centers; Act of March 23, 1978, (P.L. 6, No. 3) known as the "Steel Procurement Act"; Act of October 28, 1983 (P.L. 176, No. 45), known as the "Antibid-Rigging Act."; Act of December 20, 1967 (P.L. 869, No. 385), known as the "Public Works Contractors' Bond Law"; Act of August 15, 1961 (P.L. 987, No. 442), known as the "Pennsylvania Prevailing Wage Act"; Act of November 26, 1978 (P.L. 1309, No. 317), known as the "Award and Execution of Public Contract Law"; Act of February 17, 1994 (P.L. 73, No. 7), known as the "Contractor and Subcontractor Payment Act"; Act of January 23, 1974 (P.L. 9, No. 4), referred to as the "Public Contract Bid Withdrawal Act".

6. PAYMENT. Upon completion of the Project and upon full compliance with all of the terms of this Agreement, County shall pay the grant amount of \$36,000.00 to Library.

8. LIABILITY POLICY(IES). At all times during the term of the Project, Library shall maintain one or more policies of general comprehensive liability insurance, in limits acceptable to the County. Such policy(ies) shall insure against any and all claims arising directly or indirectly under this Agreement and the Project. In addition, professional liability insurance, in limits acceptable to the County, shall be maintained by independent professional consultant(s) retained for the project, or by the Library should its professional staff perform any part of the Project. Certificates of insurance and renewals shall be provided to County. Library and its subcontractors shall also maintain policies of workers compensation, motor vehicle and other insurances of types and coverage consistent with municipal standards.

9. POST-PROJECT REQUIREMENTS. Within 30 days following the completion of the Project, Library shall provide the County with written proof that all laborers, service providers, consultants and material providers have been fully paid.

10. PROJECT COMPLETION. Project shall be completed no later than September 30, 2013.

11. COUNTY NOT A PARTY TO LIBRARY AGREEMENT. In no event shall the County be deemed to be a party to any agreement between the Library and any third party vendor or service provider.

12. LIBRARY IS AN INDEPENDENT CONTRACTOR. At all times in the performance of the Project, Library shall be deemed to be acting as an independent contractor and no person acting on its behalf shall be deemed to be an employee of County or a joint employee of the parties for any purpose. Library shall be responsible for all lawful withholdings from the salaries or wages of its employees providing services to or for the Project. In no event shall this Agreement be construed as establishing a partnership, joint venture, or other business or similar relationship between the parties, and nothing herein shall be construed to authorize either party to act as an agent for the other.

13. DEFAULT. Should Library default under the terms and conditions of this Agreement, County shall be entitled to pursue any and all remedies at law or in equity.

14. NONDISCRIMINATION. Library shall perform the Project without regard to race, ancestry, color, religious creed, age, sex, diagnosis, handicap, disability, national origin, sexual orientation or other category protected by law.

15. REPRESENTATIONS AS TO AUTHORITY. Each party represents unto the other that all necessary actions have been taken to approve this Agreement and that this Agreement is a legal, valid and binding obligation of each and legally enforceable in accordance with its terms.

16. ASSIGNMENT PROHIBITED. Library shall not have the right to assign this Agreement, or its rights, duties, obligations or responsibilities hereunder, in whole or in part, without the prior written consent of the County.

17. NO WAIVER. The failure of any party to insist upon strict performance of a covenant hereunder or of any obligation hereunder shall not be a waiver of such party’s right to demand strict compliance therewith in the future.

18. SEVERABILITY. If any provision of this Agreement is held illegal, void, invalid or unenforceable it shall not affect the validity, legality or enforcement of the remaining portions of this Agreement, and if any provision is inapplicable to any person or circumstance it shall nevertheless remain applicable to all other persons and circumstances.

19. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

20. AMENDMENT. No change, modification or amendment of this Agreement shall be valid or binding upon the parties unless such change or modification shall be in writing signed by the party against whom the same is sought to be enforced.

21. ENTIRE AGREEMENT. This Agreement constitutes the full and complete agreement of the parties pertaining to the subject matter hereof and supersedes any and all prior and contemporaneous agreements and understandings of the parties in connection therewith. There are no representations, warranties or agreements other than those set forth in this Agreement.

IN WITNESS WHEREOF, each of the parties have executed this Agreement the date appearing below.

ATTEST:

COUNTY OF CUMBERLAND

DATE: _____

Dennis Marion, Chief Clerk

By: _____
Barbara B. Cross, Chairman

James H. Hertzler, Vice-Chairman

Gary Eichelberger, Secretary

ATTEST:

Cumberland County Library System

DATE: _____

By: _____

By: _____

By: _____