

Agreement between

the Buffalo & Erie County Public Library

and

ORCHARD PARK PUBLIC LIBRARY, a public library  
of the Town of Orchard Park, County of Erie and  
State of New York

2024

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**THIS AGREEMENT**

Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024 by and between BUFFALO AND ERIE COUNTY PUBLIC LIBRARY (B&ECPL), a domestic corporation, with head office in the City of Buffalo, County of Erie, State of New York, party of the first part and

ORCHARD PARK PUBLIC LIBRARY, a public library,  
a public library of the Town of Orchard Park,  
County of Erie and State of New York

Hereinafter known as the “Public Library,” party of the second part.

**WITNESSETH**

**WHEREAS**, the Public Library also known as “Contract Library,” was granted a charter by the Board of Regents of the State of New York on the 26th day of September 1969 and said Public Library was duly registered with the Board of Regents of the State of New York on the 7th day of December 1970; and

**WHEREAS**, the Public Library is now furnishing library privileges to the people of the County of Erie, New York in calendar year 2024 (hereafter referred to as the “Current Year”), pursuant to the contract extension provision contained in Article I - TERM of the calendar year 2023 (hereafter referred to as the “Prior Year”) contract with the B&ECPL which was implemented via Resolution 2023-42 dated the 21 day of December 2023; and

**WHEREAS** the B&ECPL was organized pursuant to the provisions of Chapter 768 of the Laws of 1953 of the State of New York and has received its charter from the Board of Regents of the State of New York and is authorized by the provisions of said Chapter 768 of the Laws of 1953 of the State of New York to enter into this contract with the Public Library.

**NOW THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

**ARTICLE I - TERM**

A. Prior Year Contract Extension

Due to Erie County’s Current Year allocation not being finalized until December of the Prior Year and delays in determining New York State’s aid allocation, to meet the Current Year payroll and other operating expenditure needs of each contracting library, the Board of Trustees of the B&ECPL, on December 21, 2023 approved Resolution Res. 2023-41, implementing the contract extension provision contained in Article I of the contract for the Prior Year into the Current Year until replaced by this agreement, said replacement to be no later than July 31 of the Current Year.

B. Current Term

1. This agreement, including the sums for the Public Library as shown in Exhibit A, which is affixed to this agreement, replaces the contract for the Prior Year as extended.
2. This agreement shall continue in force for the remainder of the Current Year.

C. Next Year Contract Extension

1. For the next fiscal year beginning January 1, 2025 (hereafter referred to as the “Next Year), it is likely that Erie County’s Next Year budget allocation may not be finalized until December of the Current Year and New York State’s aid allocation is unlikely to be known until well into Next Year.
2. Both circumstances would make it very difficult for the B&ECPL and the Public Library to develop, consider and approve a complete annual contract prior to the beginning of the start of the Next Year.
4. Should such circumstances occur, the parties hereto agree to extend all terms and conditions of this contract unless modified herein until replaced by the successor to this agreement. Said replacement shall be no later than July 31 of the Next Year.
5. Notification implementing this provision will be by resolution adopted by the Board of Trustees of the B&ECPL and transmitted to the Public Library. The Public Library will have been deemed to accept this extension unless said Public Library notifies the B&ECPL in writing within 30 days of the date said Resolution is transmitted to the Public Library.

## ARTICLE II – LIBRARY SERVICES

A. Library Privileges

The Public Library will furnish free library privileges to the people of the County of Erie during the term of this agreement as set forth in Article One.

1. **Circulation Policy**

The books, pamphlets, periodicals, audio/video items, and other library materials constituting the circulating and reference library of the Public Library shall be loaned in accordance with the rules and regulations of the B&ECPL, presently in force or as amended, to any person holding a library card duly issued by the B&ECPL or any other library within the County of Erie which, by contract with the B&ECPL, has agreed to furnish library privileges to the people of the County of Erie. A copy of the existing B&ECPL Circulation Policy is attached as Exhibit B.

2. **Acceptance of Issued Materials**

The Public Library will cooperate with the B&ECPL by accepting for return, under such rules and regulations as may be promulgated by the B&ECPL, books and other library materials issued by the B&ECPL or any library within the County of Erie which has by agreement, contracted with said B&ECPL to furnish library privileges to the people of the County of Erie.

### **3. Acceptance of Returned Materials**

The Public Library will cooperate with the B&ECPL by accepting for return, under such rules and regulations as may be promulgated by the B&ECPL, books and other library materials of said Public Library returned to the B&ECPL or any other library within the County of Erie which has by agreement contracted with said B&ECPL to furnish library privileges to the people of the County of Erie.

### **4. Loan and Use of Materials Within B&ECPL System**

The printed books, pamphlets, and other documents constituting the circulation and reference library of the Public Library shall be made available for use and distribution by the B&ECPL and other libraries within the County of Erie which, by agreement with the B&ECPL, have contracted to furnish library privileges to the people of the County of Erie. The loan and use of the aforesaid books, pamphlets, and other documents of the Public Library shall at all times be subject to the decisions, rules and regulations of the B&ECPL. The Public Library may accept books from the aforesaid libraries on loan or otherwise to augment the various services it now renders to the public.

#### **B. Network and Automated Systems**

The Public Library agrees that access to and use of the B&ECPL's network and automated systems, including but not limited to the Online Public Access Catalog (OPAC), circulation system, networked databases, and the Internet are contingent upon the Public Library complying with the rules and regulations pertaining to network and automated system use as promulgated by the B&ECPL. Said rules and regulations include the B&ECPL's Internet Safety and Acceptable Use Policy which is attached as Exhibit C.

1. Failure to comply with said rules and regulations, particularly those concerning system security and unauthorized modification to any networked computer system operating and application files and other software may result, upon notification by the Director of the B&ECPL, in the B&ECPL revoking connection to networked automated services.
2. In the event the B&ECPL has revoked connection to its networked automated services for failure of the Public Library to comply with said rules and regulations, networked automated services will be restored when the Director of the B&ECPL has determined that the Public Library is in full compliance with the B&ECPL's said rules and regulations.

#### **C. Open Hours**

The Public Library will submit to be affixed to this agreement as Exhibit D an addendum setting forth the scheduled weekly open hours, excluding holidays, that all branches of the Public Library will be open to the public including summer months if different as funded by the budget set forth in Exhibit A provided that the Public Library shall have the authority to adjust weekly open hours for each branch during the year if necessary to better serve Erie County residents, as long as the total weekly hours for each branch are not reduced from the totals as set forth in Exhibit D. The Public Library shall have the authority to make temporary adjustments in weekly open hours in the event closure is necessary due to weather or to allow for minor construction,

painting, carpeting, or other similar projects. The Public Library will not otherwise reduce the total of weekly open hours for each branch as set forth in Exhibit D without the written consent of the B&ECPL.

D. System-wide Policies

The Public Library will adhere to the system-wide policies adopted by the B&ECPL. A list of all system-wide policies is set forth in Exhibit E. The B&ECPL shall maintain current policies on the B&ECPL website. Should the policies change during the course of this Agreement the B&ECPL will update the website.

### **ARTICLE III -LIBRARY MATERIALS**

A. Requisition, Furnishment, Use and Ownership of Materials/Equipment/Supplies Furnished by B&ECPL

1. The B&ECPL shall furnish to the Public Library all books, pamphlets, periodicals, audio/video and other library material as may be requisitioned from time to time during the period of this agreement to the extent of that portion of the funds set forth in SAP Account Code #561450, Library Books and Media, as included in the budget of the B&ECPL for such purpose and as approved by the B&ECPL Director.
2. The B&ECPL shall furnish to the Public Library equipment requisitioned from time to time during the term of this agreement to the extent of that portion of the funds set forth in SAP Account Code #561430 (Building & Grounds Equipment), #561420 (Furniture, Fixtures and Office Equipment), and #561410 (Lab and Technical Equipment) as included in the budget of the B&ECPL and as approved by the B&ECPL Director.
3. The B&ECPL also shall furnish to the Public Library necessary supplies (such as office, janitorial and electrical supplies) requisitioned from time to time during the term of this agreement and as permitted by the budget of the B&ECPL and as approved by the B&ECPL Director.
4. All such purchases of books, pamphlets, periodicals, library materials and equipment of every nature and description whatsoever shall become the property of the County of Erie or the B&ECPL provided, however, that the Public Library shall have the custody and use thereof so long as it shall continue to render public library service to the people of the County of Erie.
5. The acquisition of goods and services authorized by the B&ECPL to the Public Library shall conform to the requirements set forth by New York State Law governing use of public funds.

B. Material Processing and Care

It is mutually agreed by the parties hereto that the B&ECPL shall order, catalogue, classify, finish and, as funds permit, restore, bind and repair the books and periodicals for use by the Public Library.

C. Annual Inventory of Fixed Assets

The Public Library will provide to the B&ECPL an annual inventory account of fixed assets owned by the County of Erie or the B&ECPL and in possession of the Public Library with the exception of library materials (i.e., books, media etc.).

## ARTICLE IV- HUMAN RESOURCES

A. Centralized Human Resources

The Public Library participates in the Centralized Human Resources (“CHR”) program.

1. Either party may opt out of the CHR program by providing written notice via certified mail/return receipt no later than 180 days prior to the date desired to opt out, to the other party.
2. Such written notice shall state the reasons for opting out and shall further show how existing service levels can be maintained during and after the transition from CHR and any cost differential associated therewith.
3. Such notice and service level plan shall also be transmitted to the Erie County Fiscal Stability Authority (“ECFSA”) for review if required as a result of Erie County and the B&ECPL as a “covered organization” being in a “control period” subject to NYS Law governing the ECFSA and action pursuant to the provisions of Article VI, Section 1 of this agreement. See Article V, 3(a) and 7.

B. Filling Full-Time or Regular Part-Time Positions

1. **Authorization to Fill**

Before any Full-time or Regular Part-time (RPT) position listed in the Public Library’s budget under Full-time Salaries or Regular Part-time Wages shall be filled, said Public Library shall apply to the Director of the B&ECPL for authorization.

- a. The Director of the B&ECPL shall, if he/she deems it necessary, because the nature of the position to be investigated and the Public Library, if requested provide a list of the duties of the position.
- b. The Director of the B&ECPL shall either grant or deny the request by certificate in writing within ten days provided, however, that in the event he/she denied the request, the Public Library may appeal to the Board of Trustees of the B&ECPL which may, after a hearing either grant or deny such request.

2. **Salary Rules**

- a. Salary Scales - All persons hereafter appointed to the staff of the Public Library, or promoted to a higher grade, shall receive for the year covered by this contract the minimum salary of the grade to which



appointment or promotion is made except as otherwise provided by the B&ECPL. The salary ranges for all grades are attached to and made a part of this contract and marked Exhibit F. The Public Library shall adhere to the salary scale contained in said Exhibit F unless permitted to depart therefrom by the B&ECPL.

- i. To the extent permitted by law and Civil Service Regulations, any employee of the B&ECPL or any library contracting with the B&ECPL may transfer from one library to another in the same grade of position and shall receive the same salary paid by the former library, including any earned increments.
  - ii. Prior approval to such transfer shall be given in writing by both libraries concerned and notice thereof given to the Director of the B&ECPL.
- b. Pay Periods - The Public Library recognizes its employees shall be paid in accordance with a biweekly pay period schedule. If the Public Library is not participating in the CHR program, said Public Library employees shall be paid pursuant to the salary scale contained in Exhibit F on the identical biweekly schedule as B&ECPL employees, thereby maintaining salary equity.

C. Collective Bargaining

1. The Public Library agrees that it is bound by all the terms and conditions of the current collective bargaining negotiations agreement covering those employees represented by the Librarians Association and the Clerical and Maintenance Union of the Buffalo and Erie County Public Library- Contracting Libraries, NYSUT/AFT (hereinafter the "CMU"). These contracts are available on the Trustee website.
2. The Public Library further agrees that it is bound by all the terms and conditions stated in Exhibit G for those employees not represented by the Librarians Association or CMU.

D. Transfer of Librarians

The Public Library accepts the principle of transferability of librarians throughout the B&ECPL System for promotional purposes (it being understood that appointments to librarian positions for service in the Public Library are to be made by the Public Library) and accordingly authorizes the B&ECPL to ask the County Personnel Commissioner to place all professional librarians in the B&ECPL system (whether now or hereafter employed by the B&ECPL, the Public Library or any other library within the County of Erie which has by agreement contracted with said B&ECPL to furnish library privileges to the people of the County of Erie) in a common promotion pool.

E. Equal Employment Opportunity

During the performance of this contract the Public Library agrees to provide and ensure that equal opportunity is extended to all persons in employment, service and contracting matters without regard to gender, race, color, national origin, ancestry, religion, creed, age, disability, familial status, marital status, pregnancy, sexual orientation, gender identity, military status, genetic predisposition, arrest or conviction status, domestic violence victim status, known relationship or association with member of a protected class, or any other basis protected by

federal state or local law. The Public Library acknowledges its legal and ethical obligation to protect the right of all persons to work in an environment free from discrimination, harassment, and retaliation. The Public Library will promote the realization of equal employment opportunity through the adoption of specific practices designed to ensure that all employment decisions shall be nondiscriminatory, including decisions regarding recruiting, hiring, promotions, terminations, and other terms and conditions of employment. Further the Public Library acknowledges its obligation to adhere to the B&ECPL Equal Employment Opportunity and Anti-Harassment Policy and Sexual Harassment Prevention Policy, attached as Exhibit H.

F. Volunteers

The Public Library further agrees that it is bound by all the terms and conditions of the Volunteer Policy as stated in Exhibit I.

## ARTICLE V - BUDGET

### A. Annual Budget Request

The Public Library submitted budget requests and answered questions as needed by the B&ECPL in developing a Current Year itemized budget request in the form required by the B&ECPL and the Erie County Budget Director of the sum of money deemed necessary to meet the expenditures of the Public Library for the Current Year. Such request, submitted by the Public Library, sets forth in detail all estimated public income of said Public Library.

### B. Annual Budget Allocation

The B&ECPL examined the Public Library's itemized budget request as recited in Article V, Section 1 of this agreement, approved the same with modifications, and included the Public Library's modified budget request in the B&ECPL's operating budget request for the Current Year in the sum of \$33,105,584.

#### **1. Budget Allocation Process**

After review by the County Executive and Erie County Legislature, Erie County adopted a Current Year budget that provides the B&ECPL be allocated an annual operating County share budget consisting of \$29,675,375 from the Library Property Tax. On December 21, 2023, the B&ECPL adopted its Current Year operating budget of \$33,105,584 which includes the above noted Library Property Tax allocation, anticipated New York State aid, and other library revenue.

#### **2. Allocation of Budget Funds**

The Director of the B&ECPL shall cause to be affixed to this agreement as Exhibit A addenda setting forth the approved sums to be allocated on behalf of the Public Library in the Current Year which is that portion of the overall B&ECPL Current Year operating budget to be allocated to the Public Library in line-item format for the purposes of funding library services.

#### **3. Exhibit A**

The sums shown in Exhibit A are based upon the Public Library's budget request and have been the basis for determination of Current Year service levels to be funded by the B&ECPL during the contract period.

### C. Operating Expenses

#### **1. Expenses Paid by B&ECPL**

The "System Paid" column of Exhibit A shows the personnel expense paid directly by the B&ECPL on behalf of the Public Library, as long as the Public Library continues to participate in the CHR program. Regardless of whether the Public Library does or does not participate in the CHR program, the "System Paid" column of Exhibit A also details sums allocated within B&ECPL budget accounts to support other costs associated with the operations of the Public Library but incurred and paid by the B&ECPL.

The Current Year budget amounts for the System Paid accounts are as follows:

ACCOUNT TITLE BUDGET COLUMN	CURRENT YEAR "SYSTEM PAID"
Salaries & Wages Full-Time	254,861
Wages, Regular Part-time	34,595
Wages, Part-time	181,605
Personnel Savings Goal	0
Contractual Salary Reserves	0
Employer FICA Total	36,039
Employee Health Insurance	44,736
Dental Plan	1,493
Health Insurance Waiver	2,400
NYS Retirement	50,151
Disability	0
National Gas	6,528
Electricity	12,559
 TOTAL OF ABOVE ACCOUNTS	 \$624,967

- a. Demand on several of these accounts can be impacted by services supported by fundraising, donations, and/or municipal support received directly by the Public Library.
- b. B&ECPL shall provide the Public Library with periodic reports on the expenditures listed above which will include a Year-End Projection for the accounts.
  - i. Should the Public Library be projected to exceed the "System Paid" Budget Total for these accounts, the B&ECPL shall send the Director and Board of Trustees of the Public Library a written invoice via email for a pro-rated share of the projected overage.
  - ii. Should the projected overage be due to unforeseen issues, the Public Library can request additional assistance as outlined below in Art. V, Section H(3).
  - iii. Should the Public Library fail to pay the invoice or demonstrate to the satisfaction of the B&ECPL Director that sufficient corrective action has been implemented to eliminate the projected excess expense within 30 days of receipt of said invoice, the Public Library accepts that the B&ECPL may suspend providing a sufficient number of the services supported by these accounts to offset the projected excess expense, returning the obligation to pay for said services to the Public Library.
  - iv. If the Public Library believes there is an error in calculation or exceptional circumstances to be considered, said Public Library may within 30 days of receipt of said invoice appeal in writing to the Board of Trustees of the B&ECPL, which may, after a hearing

waive, modify or reaffirm the invoiced amount and subsequent service suspension.

**2. Retirement System Expenses**

It is mutually agreed by the parties hereto that payment of the appropriate and County-employer approved percentage of the employees' gross salaries shall be made by the County of Erie to the New York State and Local Employees' Retirement System for all employees of the Public Library who have elected to participate in said System to the New York State and Local Employees' Retirement System. Appropriate and County-employee approved percentage deductions of the gross salary shall be taken from the salary of those employees required to contribute said percentage under New York State and Local Employees' Retirement System rules by the B&ECPL if the Public Library is participating in the CHR program, otherwise such deduction of appropriate and County-employer approved percentage of the employees' gross salaries shall be made by the Public Library at which he/she is employed and a single check therefore shall be mailed by said Public Library directly to the New York State and Local Employees' Retirement System. Former employees of the Public Library who have retired shall have the same benefits as those retired employees of the B&ECPL.

**3. Opting Out of CHR**

Upon receipt of confirmed delivery of notice of the Public Library opting out of CHR as set forth in Article IV, Section 1, the B&ECPL will calculate remaining unexpended balances at the date of transition shown for personnel expenses in the System Paid column of Exhibit A and, subsequent to ECFSA approval if applicable, transfer those balances that would from that point forward be paid by the Public Library to the "Contract Library Direct" column of Exhibit A for use by the Public Library subsequent to the transition. A contract amendment will be processed and executed by both parties to complete the transition.

**4. Remaining Revenue and Expenditures**

The "Contract Library Direct" column of Exhibit A details the remaining revenues and expenditures to be collected and expended directly by the Public Library.

**D. Contractual Payments**

**1. Current Year Quarterly Contractual Payments**

The B&ECPL has or shall pay or cause to be paid to the Public Library the contract sum as shown in SAP Account Code #516010, Contractual Payments, as adjusted if necessary, pursuant to this Agreement in advance in equal quarterly installments on or about January 1, April 1, July 1, and October 1 of the Current Year unless the Current Year contract payment allocation to the Public Library is less than \$10,000, in which case said allocation may be distributed in one installment coincident with what would have been the first quarterly payment.

- a. The Public Library shall use funds paid under this paragraph for the express requisite purposes set forth in the annexed Current Year budget

summary, Exhibit A, for the Current Year commencing January 1st and ending December 31st as specified in the accounts as detailed in Exhibit A.

- b. The Public Library shall adhere at all times to the year-to-date and annual uniform financial reporting procedures established by the B&ECPL and the County of Erie. This shall include but not be limited to attesting that the financial information provided to the B&ECPL and New York State as part of any and all reporting is true and complete.

**2. Next Year Contract Extension Quarterly Contractual Payments**

In the event of an extension of Term pursuant to Art. I, Section C, quarterly contract payments shall be distributed in the same manner as described above, and the quarterly amount shall be based upon one fourth of the Current Year B&ECPL estimated base budget contract payment allocation shown in SAP Account #516010, Contractual Payments, to the Public Library as requested by the Board of Trustees of the B&ECPL pursuant to Erie County’s budget process except that, should local funds for library services be modified from those projected in the above request, then the quarterly amount shall be based upon the modified estimate.

- a. The Public Library shall adhere to the salary scale contained in said Exhibit F for the Current Year, unless permitted to depart therefrom by the B&ECPL.
- b. Notwithstanding any other provision of this agreement, the Public Library and the B&ECPL may amend Exhibit D of this agreement to reflect any hourly change required to adjust to a change from the requested allocation through the B&ECPL that may occur as a result of a change in local funds for library services and library materials allocated in Erie County’s Current Year budget upon adoption, and subsequently through B&ECPL’s Current Year budget or state library aid allocated in New York State’s budget for aid to be provided to the B&ECPL in the Current Year.

E. Other Income

**1. Local Library Services Aid (LLSA)**

Distributions under the Local Library Services Aid (“LLSA”) provisions of section 273 of the Education Law have been provided for in this budget. State aid paid directly to the Public Library shall be reported to the B&ECPL and shall be expended by the Public Library in accordance with the uniform financial reporting procedures of the B&ECPL. Should receipts under the LLSA provisions exceed the amount estimated in the Erie County budget, the unanticipated aid will be distributed under a plan subject to the provisions of the Education Law and the relevant regulations of the Commissioner of Education. Should said receipts under the LLSA provisions fall short of said estimated amount, a reduction in the LLSA funds provided for by this agreement shall be made subject to the provisions of the Education Law and the relevant regulations of the Commissioner of Education. Any reduction amount per this paragraph is included in, not in addition to, any

reduction amount determined in the calculation in the third paragraph of this section.

**2. Income from Endowment Funds, Fundraising, Donations, and Municipalities**

Income from endowment funds, principal, and interest from donations, fundraising, and municipal support provided directly to the Public Library for the Current Year may be expended by the Public Library for any library purpose, and if not so expended may be retained by the Public Library.

- a. Should a Public Library chose to supplement the System Budgeted Personnel Costs, the Public Library should provide an estimate of the supported expenditures which includes the specific accounts listed in Art. V, Section C(1) which will be impacted.
- b. The Public Library should also provide verification of the availability of the funding from Fundraising, Donations, and/or Municipal support to reimburse the B&ECPL for these additional Personnel Costs.

**F. Reporting Budget Transfers**

The Public Library shall inform the B&ECPL of all transfers made within its budget lines on a monthly basis except that written approval of the B&ECPL is required in advance of any transfer after said transfers cumulatively exceed \$5,000 for the Current Year.

**G. Unencumbered Funds**

Except as provided in Art. V, Section E(2) above, all unencumbered funds, in the custody of the Public Library, and/or including interest generated from the deposit or investment of funds provided by this contract, revenue generated by late charges and other fines, and photocopy machine revenues, shall be returned to the B&ECPL before January 31st of the Next Year. As the Public Library is participating in the CHR program, the B&ECPL will be directly paying the personnel expenses shown in the "System Paid" column of Exhibit A, and the revenues directly collected by the Public Library may be expected to exceed the expenditures directly paid by the Public Library. This difference, if any, shall be referred to as the balance owed the B&ECPL. The balance owed will be adjusted to reflect the net of actual revenues directly collected and actual expenditures directly made by the Public Library pursuant to the provisions of this section.

**H. Budgeting for Open Hours**

**1. Emergencies/Unforeseeable Circumstances**

The Public Library agrees to monitor and manage its budget in such a manner as to provide the open hours as stated in Exhibit D and not request additional appropriations from the Erie County Legislature or the B&ECPL during the contract period, or cause the B&ECPL to request additional funds from the Erie County Legislature for operating purposes unless unforeseeable circumstances or emergencies occur which would otherwise require that the Public Library allocate those funds as set forth in Exhibit A for weekly open hours for said emergencies. Unforeseeable circumstances or emergencies are those circumstances whose materiality and unanticipated nature could not reasonably be expected to be accommodated by internal transfers within the approved Public Library's operating budget without affecting open hours, including but not limited to floor/fire damage and major failure of building equipment such as heating and

ventilation, changes in labor pay grades or civil service adjustments mandated by labor agreement or civil service rules but not anticipated at the time the Current Year budget was adopted.

**2. Inability to Fund Open Hours**

In the event unforeseeable circumstances require the Public Library to authorize expenditures that result in a material impact on the Public Library's operating budget and the Public Library anticipates it will be unable to sustain the weekly open hours as set forth in Exhibit D because of lack of sufficient funds, the Public Library agrees to immediately notify the B&ECPL in order to seek assistance or to seek approval of the B&ECPL to a change in weekly open hours as set forth in Exhibit D. The Public Library agrees to only request additional operating funds in the event of said emergencies and will not request additional funds from the Erie County Legislature without prior written notification of said emergency and request for assistance to the B&ECPL. The Public Library agrees that such notification is to occur not less than fifteen days preceding a regularly scheduled meeting of the B&ECPL Board of Trustees. The B&ECPL Board of Trustees agrees to consider such notification and request for assistance at said regularly scheduled meeting and respond to the Public Library no later than fifteen days following said meeting.

**3. Request for Additional Funds**

When situations arise where the B&ECPL desires to provide additional funds to the Public Library, such as to address unforeseeable circumstances, emergencies or to implement a grant of funds awarded subsequent to execution of this contract. This may be accomplished by transmitting to the Public Library a copy of the B&ECPL Board of Trustees resolution specifying the amount of funds and their purpose, together with a revised Exhibit A showing the accounts affected.

- a. The resolution and revised Exhibit A shall be affixed to this agreement. By endorsing and depositing the check containing the additional funds, the Public Library agrees to use the funds for the purpose identified in the resolution, which are subject to the provisions of this agreement. Because the uncertainty of the budget process, as described above, resulted in extending the Prior Year contract with Public Library into the Current Year, and because during said extension state, county, or other additional aid may have been approved for the Public Library, the amount of change in funding (if any) as of the meeting of the B&ECPL Board of Trustees in which this agreement is approved is included in Exhibit A.
- b. All other provisions of this agreement shall remain in full force and effect.

**I. Building/Expansion Related Expenses**

If the Public Library intends to request the B&ECPL to provide funds for equipment, book collections, and increased operating expenses for a new or expanded building, the Public Library shall consult with the B&ECPL concerning site, size, floor plans, design and equipment. Failure to receive prior approval in such matters shall relieve the B&ECPL from any financial obligations in the provision of equipment, library materials, and operational costs for said new or expanded



Public Library's building. The Public Library shall adhere to B&ECPL's New Construction/Library Expansion Policy which is attached as Exhibit J.

Reduction in Funding

Notwithstanding any contrary provision of this agreement or any provision of the Current Year budget adopted by the Erie County Legislature, the B&ECPL may, if required by a shortfall in its anticipated appropriations or revenues or an excess in its anticipated expenses, and after pursuing supplemental appropriations and/or other remedies, reduce the total amount of funds provided for in this agreement. Such reduction shall be made in consultation with the Public Library after giving to the Public Library at least twenty (20) days' written notice of such reduction either personally or by email or registered or certified mail. No such reduction shall be made for the purpose of increasing the budget service level of another library.

**ARTICLE VI - ADMINISTRATIVE REVIEW**

A. Survey by B&ECPL

The B&ECPL may survey the work of the Public Library and may make recommendations with respect to personnel, book collections, space, and scope and character of its service to the public so that all libraries in the County of Erie will be coordinated and duplication of services eliminated. The Public Library shall assist in making any such survey by furnishing necessary personnel and making available its records. No such recommendations, however, shall be enforceable unless accepted and acted upon by the Board of Trustees of the Public Library.

B. Erie County Comptroller

The Comptroller of the County of Erie and his/her deputies and the Director of the B&ECPL and his/her deputies shall at all times have access to the books, records and accounts of the Public Library for the purpose of examinations and audit.

C. Erie County Fiscal Stability Authority (ECFSA)

This agreement may be subject to review by the ECFSA pursuant to Chapter 182 of the New York Laws of 2005 and Public Authorities Law Section 3959(1)(e). The ECFSA may impose a control period over the County of Erie and covered organizations, which it has determined includes the B&ECPL and the Public Library. During such a control period and any subsequent control period ordered by the ECFSA under said sections of law, the ECFSA may review and approve or disapprove contracts or other obligations binding or purporting to bind Erie County or any covered organization pursuant to Public Authorities Law section 3959(2)(h). Should ECFSA enter a control period, ECFSA will determine the extent and value that any contract settlement or other obligation binds or purports to bind the County of Erie or a covered organization shall be reviewed and approved by the ECFSA before it takes effect. Further, should the ECFSA impose a hiring freeze during a control period pursuant to New York Public Authorities Law section 3959(2)© and determines that the Public Library is subject and must adhere to the rules and procedures pursuant to this and any extension modification or re-imposition of a hiring freeze by the ECFSA, the Public Library shall comply and adhere to said rules and procedures.

THIS AGREEMENT is made and executed pursuant to a resolution of the Board of Trustees of the B&ECPL duly adopted on the 20<sup>th</sup> day of June 2024 and pursuant to a resolution of the Board of Trustees of the Public Library duly adopted on the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized officers the day and year first above written.


BUFFALO AND ERIE COUNTY PUBLIC LIBRARY

By  \_\_\_\_\_  
Chair, Board of Trustees

ORCHARD PARK PUBLIC LIBRARY

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

Approved as to Form:

  
\_\_\_\_\_  
Counsel for the Buffalo and Erie County  
Public Library Board of Trustees

## Exhibit E

1. [Accessibility of Library Services Policy](#)
2. [Circulation Policy](#)
3. [Collection Development Policy](#)
4. [Confidentiality of Library Records](#)
5. [EEO & Anti-Harassment Policy](#)
6. [Free Direct Access Plan](#)
7. [Internet Safety and Acceptable Use Policy](#)
8. [New Construction/Library Expansion Policy](#)
9. [Personnel Policies and Procedures Manual](#)
10. [Sexual Harassment Prevention Policy](#)
11. [Trustee Education Policy](#)
12. [Volunteer Program Policy](#)