

MVLS and SALS

Revised Joint Automation Project Agreement

Effective Date: TBD

1. History & Purpose

The Mohawk Valley Library System (“MVLS”) and the Southern Adirondack Library System (“SALS”) have operated the “Joint Automation Project” (the “JA Project” or “Project”) since 1983. The purpose of the Project is to coordinate the operations, policies, and expenses of both Systems’ automation related and Information Technology (“IT”) services to maximize both services and efficiencies.

Major objectives of the Project are:

- Expand the number of materials available to the users of each system, enabling individual libraries to hone local collections to local needs;
- Reduce routine expenses by creating a shared Integrated Library System (“ILS”), Interlibrary Loan (“ILL”) system, and an array of IT assets available to member libraries (websites, email, networking, hardware, and IT security);
- Offer a robust array of IT services by creating a shared IT team;
- Continuously innovate via the collaborative development of IT and ILS policy and services to meet the diverse needs of two participating library systems; and
- Create and amplify a regional spirit of collaboration and efficiency.

Over 40 years into the Project, MVLS and SALS have tracked the metrics related to success and determined they would like to renew the Project, with a focus on how it can be valuable and successful in the future. To that end, the parties adopt the “Revised Joint Automation Project Agreement” (the “Agreement”).

2. Terminology

When referred to together in this Agreement, the parties to this Agreement are the **Project Systems** or the **Systems**. When individually referred to, each party is the **System**. The shared endeavor of the Joint Automation Project is the **JA Project** or the **Project**.

Automation is the term for an Integrated Library System (ILS).

Breach of Data Security shall mean unauthorized access to or acquisition, or access to or acquisition without valid authorization, of computerized data that compromises the security, confidentiality, or integrity of private information maintained by the Systems as part of the JA Project.

Direct Access is the ability of a resident of a System to obtain services at the physical locations of that System’s other member libraries. Direct Access is required by law and regulation and is further governed by each System’s plan for Direct Access.

ILL, or Interlibrary Loan, is a service where library materials are borrowed and loaned between

libraries on behalf of a patron. It is a cooperative arrangement that expands a library's resources beyond its own holdings. MVLS and SALS are each obligated by New York State regulation to provide ILL service between their own member libraries.

ILS, or Integrated Library System, is the software program used by the two Systems to manage library operations including collections, patron accounts, circulation of library materials, cataloging, and acquisitions. It also provides a search interface for patrons for locating library materials and managing their library accounts.

JA Access is the ability of a patron of one System to obtain services at the physical location of the other System's participating member libraries. **JA Access** is required by this contract.

JA Administrative Team is responsible for facilitating long-range planning for continuous improvement and innovation of all JA Services and its members are the Executive Directors of SALS and MVLS and the JA Project Manager.

JA Budget is the distinct budget separately approved by both Systems to support the operation of the JA Project.

JA Council is a shared governance body with membership drawn from the Project Systems.

JA Fiscal Year is January 1 through December 31.

JA Network is the computer network upon which the ILS and JA services operate. The JA Network is managed by the **JA Project Manager** and other designated employees of SALS.

JA Records are those operational records, which may belong to either System, that reflect the collaborative efforts of the Project; in particular, they are records generated by the JA Council and each System in furtherance of Project services and operations. JA Records do not include patron records.

JA Services is the catch-all term for any service provided to the Systems and member libraries in collaboration under this Agreement.

JA ILS Services are the services provided by the Project and related to the ILS, including training.

JA IT Services include JA Email, IT procurement, IT service, website hosting, and training as related to these items.

JA Email is the service by which member library employees and member libraries are provided with email accounts by the Project.

JA Other Services are services other than ILS and IT, such as non-IT procurement, etc. The availability of these services may change from year to year, based on need and budget, as approved by the Systems' boards.

JA Policies are policies approved by both Systems' boards of trustees, which govern all JA Services, and which member libraries participating in the JA are required to follow.

JA Website is the website for the Joint Automation Council's website maintained by the Joint

Automation staff.

Library Records are records that contain names or other personally identifying details regarding the users of the Systems and the member libraries, including but not limited to records related to the circulation of library materials, computer database searches, interlibrary loan transactions, reference queries, requests for photocopies of library materials, title reserve requests, or the use of audiovisual materials, films or records. As required by law (NY CPLR 4509), **Library Records** must be confidential and shall not be disclosed except: a) to the extent necessary for the proper operation of a Member Library or System, b) upon request or consent of the user; or c) pursuant to subpoena, court order or where otherwise required by statute.

3. Ethics

The Project Systems have adopted and strive to uphold the Ethics of the American Library Association:

1. We provide the highest level of service to all library users through appropriate and usefully organized resources; equitable service policies; equitable access; and accurate, unbiased, and courteous responses to all requests.
2. We uphold the principles of intellectual freedom and resist all efforts to censor library resources.
3. We protect each library user's right to privacy and confidentiality with respect to information sought or received and resources consulted, borrowed, acquired or transmitted.
4. We respect intellectual property rights and advocate balance between the interests of information users and rights holders.
5. We treat co-workers and other colleagues with respect, fairness, and good faith, and advocate conditions of employment that safeguard the rights and welfare of all employees of our institutions.
6. We do not advance private interests at the expense of library users, colleagues, or our employing institutions.
7. We distinguish between our personal convictions and professional duties and do not allow our personal beliefs to interfere with fair representation of the aims of our institutions or the provision of access to their information resources.
8. We strive for excellence in the profession by maintaining and enhancing our own knowledge and skills, by encouraging the professional development of co-workers, and by fostering the aspirations of potential members of the profession.
9. We affirm the inherent dignity and rights of every person. We work to recognize and dismantle systemic and individual biases; to confront inequity and oppression; to enhance diversity and inclusion; and to advance racial and social justice in our libraries, communities, profession, and associations through awareness, advocacy, education, collaboration, services, and allocation of resources and spaces.

The Project Systems will consider and uphold these Ethics in all Project decisions. The JA Project will operate in a manner that upholds these Ethics.

4. Legal Compliance

In addition to the Ethics listed in Section 3, the JA Project will be operated to abide by the law and regulations governing participating libraries and library systems.

This includes but is not limited to:

- New York State Education Law Sections 226, 255, 260, 260-a, and 272;
- 8 NYCRR 90.2 and 90.3;
- New York State Finance Law and the Public Officers' Law, to the extent required due to participating libraries and/or the Systems being so subject;
- New York State General Business Law;
- The New York SHIELD Act; and
- Applicable state and federal civil rights laws.

5. Trust and Transparency

The JA Project will continue to be operated in a manner that is open to scrutiny. This includes:

- 5.1. Shared governance (see Section 6 of this Agreement);
- 5.2. Maintaining a current list of JA Council members on the JA Website including contact information for each member;
- 5.3. Maintaining a current list of JA Council committees that identifies the charge, chair, and membership of each committee;
- 5.4. Maintaining a meeting schedule on the JA Website so that the public may attend any meeting;
- 5.5. Publication of meeting materials on the JA Website in advance of each meeting;
- 5.6. Publication of meeting minutes on the JA Website within one week of each meeting;
- 5.7. Publication of financial statements posted every other month and available upon request, and yearly publication of budgets on the JA Website; and
- 5.8. Publication of all JA policies on the JA Website and/or intranet.

6. Shared Governance

Shared governance of the JA Project is coordinated by the JA Council, which operates as set out in Exhibit A, entitled "JA Council."

The assessment and advisory responsibilities of the JA Council include:

- 6.1. Submission of a recommended JA Budget to the Systems by October 1 of each year;
- 6.2. Submission of recommended JA Fees for the upcoming year by February 28;
- 6.3. Timely development and ongoing assessment of JA Project policies;

- 6.4. Recommendations to the MVLS and SALS Boards regarding JA Policies, including adopting new policies, revising current policies, and eliminating obsolete policies;
- 6.5. Ongoing assessment of JA Project services;
- 6.6. As-needed advice to the MVLS and SALS Boards as to possible new JA Services and the needs of participating member libraries; and
- 6.7. Regular review of JA Project-related expenses to inform JA Budget development.

7. Responsibility, Decision-making, and Accountability

As a collaborative initiative between two autonomous collaborative library systems, the responsibility, decision-making, and accountability for the JA Project always remains with the Project Systems.

Areas requiring approval by both boards of trustees of both Project Systems are:

- JA Policies
- JA Fees
- JA Budget
- JA contracts
- JA staffing
- JA assets (purchase and disposition)

It shall be the role of the JA Council to assess, organize, and present proposed decisions and policymaking in the above areas to facilitate orderly, timely, and well-informed decision-making by the respective System boards, but responsibility for the final decision resides exclusively with the System boards.

8. JA Services

JA Services are summarized annually in a list that sets out each service, any added costs for utilization of the service, and how the service is provided. Added fees for JA Services are paid to the Systems and forwarded to MVLS to be attributed to the JA Budget.

9. JA Policies

- 9.1. JA Policies are adopted, amended, and/or revoked by formal action of the Systems' boards of trustees.
- 9.2. JA Policies are routinely reviewed by the JA Council and its committees to ensure the policies are compliant and support the operational needs of the Project, the Systems, and the member libraries.
- 9.3. Adherence to JA Policies is a material requirement of this Agreement and of participating member libraries.

10. JA Fees

JA Fees are paid by participating member libraries to the Systems, with member fees determined each year by the JA Council and two System boards.

11. JA Budget.

- 11.1. The JA Budget is developed with the input of the JA Council and sent to the System boards for approval.
- 11.2. In the event a Budget is not approved by both Systems' boards, the Budget from the previous year shall be due and owing by the Systems and the participating member libraries, and the Systems will continue to work to approve a budget reflective of current needs.

12. Fiscal Management

MVLS is the custodian and accounting agent for the JA Project. To effect this role, the following procedures are used:

- 12.1. The JA Budget approval process for the following JA Fiscal Year is completed each year by December 1.
- 12.2. Budget monies for the JA Project are remitted by the Systems to the designated JA operational accounts within 60 days of the release of New York State library system operating State aid; further shared costs (staffing, procurement) are due within 30 days of receipt of invoice.
- 12.3. Monthly reports setting forth current balances are submitted by MVLS to the JA Council and the Systems' boards.
- 12.4. The JA Project Manager is authorized to expend JA monies per pre-authorized budgets, consistent with the requirements of the MVLS procurement policy and subject to approval of such expenditures by the MVLS board upon properly authenticated vouchers.
- 12.5. Unbudgeted expenses, including but not limited to expenses related to operation, upgrade or maintenance, will be submitted by the JA Manager to the boards of the Systems for approval, and any action to approve an amended Budget in response to such submission will be documented in the meeting minutes of both Systems.
- 12.6. An annual accounting of payments, payables, receivables, and budget analysis will be sent to the Treasurer of each System by February 1.
- 12.7. Audit or review of JA fiscal operations is available to either System as part of its audit or review; SALS may obtain such a review or audit upon three business days' notice to MVLS as the custodian and manager of JA Funds.
- 12.8. The annual budget approved by the System boards will include the in-kind budget amounts from each System as well as the direct expense reimbursements to each of the Systems from the JA Budget. Reimbursements will be included in the JA Budget only where the Systems incur non-personnel related costs that are quantifiable and directly involved in Project operations.

12.9. The JA Project also maintains a JA Fund Balance that is used to pay for IT procurements for member libraries (“JA Procurement Money”). The applicable System reimburses the JA Fund Balance for these expenses and is then responsible for pursuing reimbursement to the degree it deems necessary.

12.10. MVLS shall be responsible for:

- 12.10.1. Billing and collecting monthly service fees from MVLS and SALS (Details of billing to be provided by the Joint Automation Project);
- 12.10.2. Paying SALS for the Joint Automation Project payroll monthly, as invoiced;
- 12.10.3. Reimbursing SALS within thirty (30) days of invoice for other appropriate budgeted costs;
- 12.10.4. Maintaining one or more separate bank accounts, with signatories designated by the MVLS board;
- 12.10.5. Making vendor payments, as directed by the MVLS board, and preparing monthly summaries reported to Joint Automation Council at regular meetings;
- 12.10.6. Maintaining ledger accounts and preparing monthly financial reports, including supporting details, in accordance with generally accepted accounting practices and law;
- 12.10.7. Working with Joint Automation Project staff to file grant applications;
- 12.10.8. Recommending an auditor to the Finance Committee of the Joint Automation Council and facilitating the annual audit or review; and
- 12.10.9. Documenting reimbursement costs by providing necessary bills or documents, including but not limited to postage.

12.11. SALS will be responsible for:

- 12.11.1. Administering payroll and benefits for SALS employees who staff the Joint Automation Project;
- 12.11.2. Sending reimbursement invoice and documentation for appropriate budgeted costs to MVLS for payment. SALS will document reimbursement costs by providing necessary bills or documents (for example, the previous month's energy bill or phone bill);
- 12.11.3. Working with the Automation Project Manager to assist and place purchase orders;
- 12.11.4. Working with the JA staff to file grant applications; and
- 12.11.5. Billing and collecting monthly service fees from SALS participating member libraries (Details of billing to be provided by the Joint Automation Project).

12.12. The Joint Automation Project Manager will be responsible for:

- 12.12.1. Originating and signing purchase orders;
- 12.12.2. Signing invoices;
- 12.12.3. Reviewing warrants and financials for presentation to the System boards;
- 12.12.4. Promptly transmitting to MVLS documentation for items received, to expedite payment of invoices; and
- 12.12.5. Assisting with pertinent grant applications.

13. ILS and JA Network Operations, Quality Assurance, and Evolution

SALS shall provide the facilities, equipment, personnel, and skills for managing the ILS and the JA Network, including the JA Project Manager, who is a SALS employee. The JA Council shall solicit ongoing feedback from member libraries regarding the ILS, with particular attention to:

- Functionality
 - Needs
 - Concerns
 - Ideas for innovation & improvement
- 13.1. The JA Council shall assess feedback every February and present it to the Systems' boards on an annual basis every March, allowing for ample time for review and appropriate administrative action and budgetary response.
 - 13.2. A System may take administrative action to address feedback as part of its usual operations or as may be directed by the Systems' boards.
 - 13.3. SALS shall manage action with respect to personnel, per SALS personnel policies for hiring, evaluation, promotion, and termination.
 - 13.4. SALS shall manage action with respect to facilities and hardware; for action that requires expenditures in excess of the current JA Budget, such action is taken after appropriate budget authorization by the Systems' boards.

14. JA Project Manager

The JA Project Manager is responsible for the routine operations of the ILS, JA IT Services, and the JA Network.

To ensure forward-thinking, responsive, and collaborative operation of the ILS, JA Email, JA IT Services, and the JA Network, the JA Project Manager shall:

- 14.1. Manage and direct the operation of the ILS, JA Email, the JA Network, and IT Procurement;
- 14.2. Prepare the initial budget proposal for review by the JA Council Finance Committee;
- 14.3. Identify and recommend appropriate budget amendments when necessary;
- 14.4. Recommend and implement contracts on behalf of the Joint Automation Project;

- 14.5. Develop Key Performance Indicators and solicit information to track same;
- 14.6. Report the status of the Joint Automation Project, its progress, and concerns to the JA Council at its regular meetings;
- 14.7. Recommend the appointment of and supervise the Joint Automation Project staff; and
- 14.8. Prepare performance appraisals of the JA Project staff.
- 14.9. Carry out the duties specified at paragraph 12.13 with regard to fiscal management.
- 14.10. Other duties as reasonably determined by SALS.

15. JA Project Staff

- 15.1. JA Project staff shall be employed by SALS and shall be supervised by the JA Project Manager or by SALS' Executive Director, in absence of a JA Project Manager.
- 15.2. The costs of JA Project staff compensation and benefits, including unemployment and retirement benefits, shall be part of the annual JA Budget, and shall be charged to the Project monthly, and SALS will be reimbursed from that account.

16. JA Administrative Team

To enable planning, training, and responsive operations, the JA Administrative Team shall annually:

- 16.1. Assess JA Council and member library feedback on emerging best practices to facilitate long-term planning and development of all JA Services;
- 16.2. Identify, prepare, and submit grant applications to enhance JA Services, and administer grant funds to achieve the JA Project's strategic objectives;
- 16.3. Ensure an annual review of data security practices, policies, and insurance coverage;
- 16.4. Develop and continually improve technology plans for JA ILS and IT Services;
- 16.5. With appropriate input from the JA Council, develop documents as required by outside agencies, including but not limited to annual reports, summaries for inclusion in member library annual reports, press releases, and guidance;
- 16.6. With appropriate input from the JA Council and legal counsel, identify needs and initiate proposals for written policy to the JA Council and/or the System boards; and
- 16.7. Communicate with the MVLS and SALS library community on ILS, IT Services, and all other JA Services.

17. JA Data Security

The Systems affirm their commitment to legally compliant and ethically consistent handling of Library Records and JA Records. In the event of a data breach or unauthorized disclosure affecting personal information, JA will respond in accordance with applicable law and established incident response procedures to identify the suspected breach, remediate the breach, and notify appropriate parties.

18. JA Data and Property

- 18.1. The Systems have joint responsibility for the aggregated data on the JA Network and ILS. The inclusion of data on the JA Network or ILS does not eliminate the rights and responsibilities of each member library to its data; however, such data shall also be part of the aggregated data on such resource.
- 18.2. JA Email is a service provided to member libraries, and each library is the sole owner of the content on its email accounts. SALS, as the operator of the system supporting JA Email, is not the owner and shall only provide access to a third party upon the written authorization of the member library, or upon subpoena, court order, or as otherwise required by law.
- 18.3. The hardware purchased and held by SALS to operate the ILS and JA IT Services is the joint property of the Systems, and the relevant license and bills of sale shall reflect such joint purchase and ownership.
- 18.4. All works authored for JA purposes are the joint property of the Systems and may only be reused by another with permission of both Systems.
- 18.5. Library Records on the ILS and JA Network will be disclosed only upon consent of the user or pursuant to subpoena, court order, or where otherwise required by statute. Library Records will be retained only for the time required by the New York State LGS-1.
- 18.6. The Project does not develop or maintain trade secrets.

19. Member Agreements

- 19.1. Every October, each System shall send **Terms of JA Participation & Services** for member libraries to review and accept via board resolution no later than February, using an updated version of the template attached as "B."
- 19.2. Such **Annual Terms of JA Participation & Services** shall list the services offered by the JA Project, the anticipated costs each System pays for same, and further costs member libraries can elect to pay for additional JA Services.
- 19.3. Such **Annual Terms of JA Participation & Services** set out the rights and responsibilities of participating member libraries, and how they may discontinue participation with no less than one full fiscal year's written notice to their System.

20. Insurance

- 20.1. **Minimum Coverages.** The Systems shall maintain, at their own expense, the following insurance coverages with companies authorized to do business in New York State:
 - 20.1.1. **Commercial General Liability (CGL)** covering liability arising from bodily injury, property damage, and personal and advertising injury. Limits of insurance shall be not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. Coverage must be at least as broad as the most recently issued ISO Occurrence Form CG 00 01.
 - 20.1.2. **Cyber Insurance** covering data breach, data loss and restoration due to, but not limited to, ransomware and recovery with limits of

insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

- 20.1.3. **Commercial Umbrella** whose limits must be at least \$10,000,000 for each accident and must follow from overall underlying liability policies including but not limited to the aforementioned Commercial General Liability.
- 20.1.4. **Automobile Liability**/Business Auto Liability with limits of at least \$1,000,000 each accident. Business Auto coverage must include coverage for liability arising out of ownership, maintenance, use, loading, and unloading of all owned, leased, hired, and non-owned automobiles.
- 20.1.5 **Worker's Compensation and Employer's Liability**, as required by law.
- 20.2. **Additional Insureds.** Each System and all other indemnified parties shall be named as additional insureds on the other System's CGL, Cyber Insurance, and Automobile Liability policies. This insurance for the additional insured shall be as broad as the coverage provided for the named insured. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured. The Systems shall ensure that all vendors that provide onsite services to the System for information technology, cloud computing, ILS, and ILL maintain comparable coverage and name both Systems as additional insureds.
- 20.3. **Duration; Cancellation or Material Change.** Each System shall maintain the required coverages for itself and all additional insureds for the duration of the JA Project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after this contract is terminated. All policies shall be endorsed to provide at least thirty (30) days' written notice to the System and all additional insureds prior to any cancellation, non-renewal, or material modification. Notwithstanding the foregoing, or any other provision of this Agreement, the Systems may, upon subsequent written agreement duly reviewed and approved by each System Board and executed by an authorized representative of each System, amend the terms of this Section 20 to expand or limit insurance coverage.

21. JA Records Retention

The JA Project records shall be kept by the Systems per their record retention policies.

22. Term & Renewal

This is a five-year agreement that automatically renews for successive five-year terms unless terminated pursuant to Section 24 hereof.

23. Periodic Review & Amendment

- 23.1. This Agreement shall be annually reviewed by the Systems' boards in September to

ensure no refinements or clarifications are needed.

- 23.2. The Agreement may be amended by mutual agreement of the Systems, in writing, and as adopted by a majority vote of both System boards.

24. Termination

- 24.1. This Agreement may be terminated by mutual agreement of the Systems, in writing, and as adopted by a majority vote of both System boards; or upon 24 months' (two years') written notice by one System board to the other.
- 24.2. The Systems agree that such notice is required to enable sufficient time to budget and plan the transition from shared systems and services to separate operations.

25. Notice of Dispute & Mediation

- 25.1. If a System believes the other has violated this Agreement, written notice shall be sent to the Executive Director and Board of the other System, setting forth in specific detail the nature of the alleged breach.
- 25.2. The System receiving such notice shall have ten days to cure the breach, make a good faith effort and material progress to cure the breach, or to demonstrate to the reasonable satisfaction of the notifying System that such breach has not occurred.
- 25.3. If the response does not resolve the concerns of the notifying System, the notifying System shall send another letter within thirty (30) days of the original notice, demanding mediation under this Agreement.
- 25.4. When a "Mediation Demand" is sent, the Parties shall, within sixty (60) days of the original notice or a later time that is mutually agreed upon, retain a neutral mediator agreed to by both Systems, to attempt to resolve the dispute. Such mediation shall be held within ninety (90) days of the original notice or at a later time that is mutually agreed upon.
- 25.5. The Parties shall mediate in good faith and with transparency, enabling member libraries to stay informed. Information generated for mediation shall not be considered confidential unless so noted.
- 25.6. Proof of having engaged in mediation shall be a requirement prior to litigating a dispute; however, this Mediation requirement shall not apply in the event that a disagreement between the Systems is triggered by a notice of claim, lawsuit, or formal investigation triggered by a third party, including a member library.

26. Choice of Law; Venue for Litigation

This Agreement is governed by the laws of the State of New York. Any action to enforce or for breach of this Agreement shall be brought exclusively in the state or federal courts of the County of Saratoga.

SIGNATURES

Per a resolution by the board approving this contract on _____, signed on this ____ day
of _____ for MVLS: _____

Per a resolution by the board approving this contract on _____, signed on this ____ day
of _____ for SALS: _____

Appendices:

Exhibit A: JA Council Statutes

Exhibit B: Participating Member Cover Letter and Terms of JA Participation & Services

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Exhibit A

JA Council Statutes

1. Membership

Membership in the JA Council should reflect the diversity of the member libraries in the two service areas.

- 1.1. There shall be eleven members who serve without compensation from the Joint Automation Council.
- 1.2. Each System board shall appoint five members, consistent with paragraph 1.4, and the Joint Automation Council shall appoint one unaffiliated member.
- 1.3. A member of the Joint Automation Council may be removed from office by formal action of the appointing body.
- 1.4. Membership shall consist of:
 - 1.4.1. Three representatives who are member library staff to be appointed by the MVLS Board of Trustees, with recommendations from the MVLS Director's Council. One representative shall be from the Central Library. Systems will strive to ensure that all member libraries have access to representation.
 - 1.4.2. Three representatives who are member library staff shall be appointed by the SALS Board of Trustees, with recommendations from the SALS Director's Council. One representative shall be from the Central Library. Systems will strive to ensure that all member libraries have access to representation.
 - 1.4.3. The President or a designated member from the MVLS Board of Trustees.
 - 1.4.4. The President or a designated member from the SALS Board of Trustees.
 - 1.4.5. The System Director of MVLS.
 - 1.4.6. The System Director of SALS.
 - 1.4.7. An unaffiliated party appointed by the Joint Automation Council.
- 1.5. The Joint Automation Project Manager shall be a non-voting ex-officio member of the Joint Automation Council.
- 1.6. The terms of office of member library staff representatives and the unaffiliated party shall be three years. All terms shall commence on January 1.

2. Officers

- 2.1. The Joint Automation Council shall elect at the first meeting of the calendar year a Chair and Vice Chair, one from each System, with the term of office to begin January 1. The two offices shall rotate annually between MVLS and SALS.

- 2.2. A recorder shall be appointed by the Chair to record minutes of meetings.

3. Joint Automation Council Meetings:

- 3.1. The JA Council will meet bimonthly on a schedule determined at the first meeting of the year, with additional meetings scheduled as needed. Meetings shall be open to the public. Meeting dates and Zoom links will be posted on both Systems' websites and calendars.
- 3.2. Quorum will consist of seven members. A motion shall carry with seven or more members present voting in favor.
- 3.3. The Automation Project Manager will draft the agenda in consultation with the two System Directors and the Chair. The agenda will be distributed before the scheduled meeting to all Joint Automation Council members. Agendas, Joint Automation Council minutes and financial reports shall be maintained at the System headquarters of MVLS and SALS. Except as otherwise provided, Robert's Rules of Order (latest edition) shall govern the proceedings.
- 3.4. Special meetings shall be held at the call of the Chair or of any three Joint Automation Council members with notice of at least three (3) days given to all members.
- 3.5. A draft budget will be presented at the September meeting, to be sent to the two System boards by October 1.
- 3.6. JA Project membership fees for the following year will be set by February 28 each year.

4. Committee Composition

- 4.1. A Joint Automation Council member shall chair each committee with appointees reflecting the membership of the two Systems. The Joint Automation Council Chair appoints committee chairs and members.
Committee membership is not restricted to Joint Automation Council members; non-Council membership is encouraged.
- 4.2. The two System Directors and the Presidents, or their designated representatives of the respective boards, shall serve as ex-officio voting members on all committees. They may also serve as committee chairs.

5. Standing Committees

- 5.1. Policy Committee: This committee recommends policy and practice to the JA Council regarding standards and conventions for the Joint Automation Project's participating members and staff.
- 5.2. Finance Committee: This committee provides continuing financial oversight of the Joint Automation Project, reviews the initial budget proposal and recommends an annual budget and fee structures for the operation of the project. The committee considers the MVLS recommendation of an auditor and forwards a recommendation to the Joint Automation Council.

- 5.3. Operations Committee: This committee addresses issues concerning data, standards, and procedures relating to the automation system.
- 5.4. Executive Committee: This committee consists of the Chair and the Vice- Chair of the Joint Automation Council, the two System Directors, and the Presidents of the MVLS and SALS Boards of Trustees, or their designees. The Executive Committee will also act as a Personnel Committee when called by the two System Directors. A majority vote of four shall be binding.

6. Ad Hoc Committees

The Chair may appoint Ad Hoc Committees with the approval of the Joint Automation Council.

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Exhibit B

COVER LETTER & TERMS

October [Insert Day], [Insert Year]

TO: [Insert Library Board]

RE: Annual Agreement - Joint Automation Project Terms of Participation and Services
Please review and approve by board action no later than February __, 20__

Dear [Insert Library Board]

Thank you for your library's participation in the Joint Automation Project (the "JA Project").

The Project has been operating for over 40 years and unites the Southern Adirondack Library System (SALS) and the Mohawk Valley Library System (MVLS) in maximizing their ability to provide a shared Integrated Library System (ILS) with shared Interlibrary Loan (ILL) service, supported email, website hosting, and IT services to participating libraries. The participation of numerous libraries in the Project also enables every participating library to offer a broader array of materials to library users.

The Project is jointly governed by SALS and MVLS, which maintain a **JA Council** of representatives drawn from participating libraries to evaluate services, costs, and policies on an ongoing basis. Meetings of the JA Council are open to all participating library employees and trustees.

Every year in October, the two Systems send a **Terms of JA Participation & Services** to member library boards to review and approve via board resolution. This allows your board to learn about JA Services, to review the anticipated basic costs for the upcoming year, and to see what additional services will be offered. We use this as an opportunity to set forth your library's rights and responsibilities as a participating library, the applicability of the various policies of the System and the JA Project, as well as to invite input.

This year's terms are included in the letter below with my signature.

A model resolution for your Board of Trustees to use to accept these Terms is:

BE IT RESOLVED that the Board of Trustees, upon review and discussion, hereby accepts and agrees to the "Terms of JA Project Participation and Services," including but not limited to the requirement to follow policies related to confidentiality and data security, and authorizes the [Board President or Library Director] to sign the Terms of JA Project Participation and Services on behalf of the Library and provide a signed copy to the System.

Please include this Terms of JA Participation and Services in your board packet and send a signed copy to the System, along with a copy of the meeting minutes, once when the resolution is adopted.

If you have any questions or would like a representative from the JA Council or the JA Administrative Team to further explain the different services and operational structure of the JA Project, please do not hesitate to ask, and we will arrange for someone to come to your board meeting.

The JA Project is for your library and your served community. If you have an idea on how to innovate or improve service, please contact a JA Council member, a system director, or the JA Project Manager so your input can be received and considered.

Thank you,

[Insert Name of Executive Director]

[Insert Name of System]

CONFIDENTIAL

Terms of JA Participation & Services

1. The Library reaffirms and agrees that it is an ongoing participant in the JA Project.
2. The Library agrees to the following budget and costs for the upcoming **[Insert Year]** JA Fiscal Year:

Total JA Budget for [Insert Year]	[Insert Year]
Name System Contribution	Insert
Contribution of your library	Insert
Services offered as part of base rate	Insert
Other JA Services available	Insert
Rates for Other JA Services	Insert
Your library's representation on the JA Council	Insert
Dates for meetings of the JA Council for [Insert Year] NOTE: ALL ARE WELCOME TO ATTEND	Insert
Where you can send comments on JA Services	Insert

3. Your library must follow all JA Policies, which are available online at <https://jacouncil.sals.edu> and <https://japroject.sals.edu>.
4. Participating libraries that do not follow JA Policies may be subject to costs resulting from related damage (for example, a data breach due to password sharing).

While all policies are important, please take time to remind leadership and employees of the special importance of **data security**, including not sharing passwords, and immediately alerting the library system in the event you think a password has been taken or any type of data breach has happened.
5. By approving the Terms of JA Participation and Services, your library reaffirms and agrees to ongoing participation in the JA Project.
6. A library that does not return a signed copy of the Terms of JA Participation and Services by the established deadline shall be considered out of compliance. The

Joint Automation Council, in consultation with MVLS and SALS, may take appropriate action, which may include suspension or termination of access to Joint Automation services, including but not limited to the Integrated Library System (ILS), resource sharing, and technical support. Access to services may be restored upon execution of the Agreement and fulfillment of any conditions set by the Joint Automation Council or the Systems.

7. Your library agrees that if it wants to cease participation in the JA Project, the library must notify the Executive Director of its System in writing no later than January 1 of the year preceding the year in which the library intends to terminate its participation in the JA Project, to give the System a minimum of one full JA Fiscal Year's notice to implement the termination. To notify us of your intent to leave, please send a copy of the board resolution authorizing termination, which should include the desired cessation date, to the Executive Director of both SALS and MVLS.

I hereby certify that the Board of Trustees met on _____ [DATE] at which a quorum was present, and via resolution authorized me to execute this Terms of JA Participation and Services on behalf of the _____ [LIBRARY NAME].

Signature: _____

Printed Name: _____

Title: _____

Date: _____