

# AGREEMENT

The Mohawk Valley Library System (MVLS) 858 Duaneburg Road, Schenectady, New York and Southern Adirondack Library System (SALS), 22 Whitney Place, Saratoga Springs, New York enter into this agreement:

- To create an equal partnership in the operation of a joint automation project.
- To assure equity of access to all aspects of the computer project by members of both Systems, as well as equity of ownership and direction for the project.
- To direct joint automation resources to project purposes.

**VISION:** We will achieve excellence in library and informational services in the communities of the eight counties through the use of technology.

**MISSION:** MVLS and SALS will collaboratively support and provide access to an integrated automated library system through a joint automation project. We will respond to and assist member libraries with technical support, training and resources by utilizing current and emerging technologies.

**HISTORY:** Since 1983, MVLS and SALS have cooperatively provided integrated automation services (See Appendix 1).

## SECTION I: GOVERNANCE

Upon ratification of this agreement by the Boards of Trustees of MVLS and SALS, and execution of this agreement by the two system presidents, the existing Joint Automation Governance Board shall be abolished and a Joint Automation Council shall be established.

- Purpose:** To initiate policies and decisions regarding library automation services to the member libraries, recommend policy and advise the two System Boards on issues related to the provision of library automation services including funding.
- Authority:** The MVLS and SALS Boards of Trustees exercise oversight over the Joint Automation Project and must approve the annual budget, including fee structure, and major policy changes, such as adding or eliminating services. The Joint Automation Council has authority to approve expenditures of funds within the approved budget and to make decisions facilitating the efficient operation of the automation project. Any unbudgeted expenditure of funds related to operation, upgrade, and maintenance must be recommended to the two System Boards, or taken to the Executive Committee. The Joint Automation Council should make referrals to both Boards on specific issues as it deems necessary.
- Membership:** Membership should reflect the diversity of the member libraries in the two service areas.
  1. There shall be eleven members who serve without compensation from the Joint Automation Council.

2. Membership shall be by appointment by the two System Boards of Trustees, except for the disinterested party who is appointed by the Joint Automation Council.
3. A member of the Joint Automation Council may be removed from office by formal action of the appointing body.
4. Membership shall consist of:
  - a. Three representatives who are member library staff shall be appointed by the Board of Trustees of MVLS, with recommendations from the MVLS Directors' Council.
  - b. Three representatives who are member library staff shall be appointed by the Board of Trustees of SALS, with recommendations from the SALS Directors' Council.
  - c. The President or a designated member from the MVLS Board of Trustees.
  - d. The President or a designated member from the SALS Board of Trustees.
  - e. System Director of MVLS.
  - f. System Director of SALS.
  - g. Disinterested party appointed by the Joint Automation Council.
5. The Joint Automation Project Manager shall be a non-voting ex-officio member of the Joint Automation Council.
6. Tenure of office of member library staff representatives and disinterested party: The term of office shall be three years and shall be limited to two full successive terms. The initial member library appointments shall be staggered. All terms shall commence January 1.

**D. Officers:**

1. The Joint Automation Council shall elect, prior to December 1, a Chairperson and Vice-Chairperson, one from each System, with the term of office to begin January 1 of the following year. The two offices shall rotate annually between MVLS and SALS.
2. A recorder shall be appointed by the Chair to record minutes of meetings. The recorder shall rotate annually between MVLS and SALS and need not be a Joint Automation Council member.

**E. Joint Automation Council Meetings:**

1. Meetings will be held a minimum of six times per year; the schedule and locations will be announced at the first Joint Automation Council meeting of the year. Meetings shall be open to the public.
2. Quorum will consist of seven members. A motion shall carry with seven or more members present voting in favor.
3. The Chair will set the agenda with the assistance of the two System Directors and the Automation Project Manager. The agenda will be distributed at least ten days before a scheduled meeting to all Joint Automation Council members by the host system.
4. Agendas, Joint Automation Council minutes and financial reports shall be maintained at the System headquarters of MVLS and SALS.

5. Except as otherwise provided, Robert’s Rules of Order (latest edition) shall govern the proceedings.
6. 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.

**F. Committee Composition:**

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. Lay membership is encouraged.
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.

**G. Standing Committees:**

1. Policy Committee: This committee recommends policy and practice to the Council regarding standards and conventions for the Library Automation Project. It organizes and coordinates the activities of user groups that gather and disseminate information to/from project participants.
2. Finance Committee: This committee provides continuing financial oversight to the Joint Automation Council regarding financial support of the Joint Automation Project. It will review the initial budget proposal. It also recommends an annual budget and fee structure for the operation of the project. It will review the recommendation made by MVLS for an auditor and will forward a recommendation to the Joint Automation Council.
3. Planning Committee: This committee recommends plans for ongoing system upgrades and service enhancements. It interfaces with user groups.
4. Executive Committee: This committee shall consist 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.

**H. Ad Hoc Committees:** Ad Hoc Committees may be appointed by the Chair with the approval of the Joint Automation Council.

**SECTION II: OPERATIONAL RESPONSIBILITY**

**A. The MVLS System Director will:**

1. Oversee the financial status of the Joint Automation Project.
2. Keep the MVLS Board fully informed at all times regarding the status of the Joint Automation Project, its operation and finances.
3. Provide supporting financial documentation and information to the Finance Committee and Automation Project Manager.
4. Provide financial information and reports to the Joint Automation Council.

**B. The SALS System Director will:**

1. Enter into contracts on behalf of the Joint Automation Project.
2. Provide direction to the Automation Project Manager in establishing short-term priorities for the application of resources.
3. Keep the SALS Board fully informed at all times regarding the status of the Joint Automation Project, its operation and finances.
4. Oversee automation housing and equipment.
5. Prepare performance appraisal of Automation Project Manager with appropriate input.

**C. The MVLS and SALS System Directors jointly will:**

1. Prepare grant applications, technology plans and all other such documents as required by outside agencies.
2. Appoint the Automation Project Manager.
3. Provide direct expense reimbursement information for inclusion in the initial budget proposal.

**D. The Automation Project Manager will:**

1. Prepare the initial budget proposal for review by the Finance Committee.
2. Identify and recommend appropriate budget amendments when necessary.
3. Recommend and implement contracts.
4. Ensure that plans for future programs and project direction are executed in a timely and cost-effective manner, once recommended by the Planning Committee, and approved by the Joint Automation Council and both System Boards.
5. Report the status of the Joint Automation Project, its progress and concerns, to the Joint Automation Council at its regular meetings.
6. Appoint and supervise the Joint Automation Project staff.
7. Prepare performance appraisals of the Joint Automation Project staff.

**E. The MVLS and SALS System Directors and the Automation Project Manager will:**

1. Provide leadership for long term planning and development of automation services to member libraries of both systems.
2. Identify needs and initiate proposals for written policy to the Policy Committee.
3. Identify and initiate proposals as appropriate to the Planning Committee.
4. Communicate with the MVLS and SALS library community on automation issues and services.

**SECTION III: OWNERSHIP**

Hardware, bibliographic and patron databases and software licenses shall be jointly owned by both Systems. The licenses and bills of sale shall be in the names of both MVLS and SALS.

**SECTION IV: COMPUTER SYSTEM PERSONNEL**

Computer system personnel shall be hired to work solely for the Joint Automation Project.

Computer system personnel shall be on the SALS payroll and shall be subject to SALS Personnel Policies and Procedures, including cost of living raises and benefits. Their salaries and benefits, including unemployment and retirement benefits, shall be charged to the Joint Automation Project and SALS will be reimbursed from that account.

**SECTION V: FINANCIAL RESPONSIBILITY**

**A.** An annual audit will be conducted, funded through the Joint Automation Council budget. Copies of the auditor’s report will be furnished to both Systems and to the Joint Automation Council.

**B. MVLS will be responsible for:**

1. Billing and collecting monthly service fees from member libraries (Details of billing to be provided by Joint Automation Project).
2. Paying SALS for the Joint Automation Project payroll monthly in advance.
3. Reimbursing SALS within thirty (30) days for other appropriate budgeted costs.
4. Maintaining separate bank account(s) and declaring the designated signator(s).
5. Making vendor payments (including monthly summaries reported to Joint Automation Council).
6. Maintaining ledger accounts and preparing monthly financial reports (including supporting details) in accordance with generally accepted accounting practices and law.
7. Filing grant applications (e.g. e-rate application) working with the Joint Automation employees.
8. Recommending an auditor to the Finance Committee of the Joint Automation Council, and facilitating the annual audit.

**C. SALS will be responsible for:**

1. Administering payroll and benefits for Joint Automation Project employees.
2. Sending reimbursement information for appropriate budgeted costs to MVLS for payment.
3. Assisting with purchase orders, working with Automation Project Manager.
4. Transmitting documentation for items received promptly to MVLS to expedite payment of invoices.

**D. The Automation Project Manager will be responsible for:**

1. Originating and signing purchase orders.
2. Preparing the e-rate application, with assistance as necessary.
3. Assisting with other pertinent grant applications.

**SECTION VI: RESOLUTION OF DISPUTES**

In the event of a dispute, efforts will be made to reach a fair and timely resolution at the earliest possible stage by the two System Directors.

- A. If a dispute cannot be resolved by the two System Directors, action should be requested of the Joint Automation Council. The Joint Automation Council shall issue a written response to the dispute within thirty days of receipt of the request. Should the Joint Automation Council feel that resolution of the particular dispute is beyond the scope of the Joint Automation Council, it should be referred immediately to the two System Boards.
  
- B. Should the Council's written response to the dispute be unacceptable to one or both parties, or should the Council refer the issue to the two Boards, an Ad-Hoc committee of the MVLS and SALS Boards shall attempt to reach an acceptable resolution. Failing cooperative action, a committee to consist of the respective Board Presidents, System Directors, and a representative Library Director from each system shall meet with mediators from a community dispute resolution center to resolve the dispute.

**SECTION VII: CONDITIONS OF OPERATION**

- A. **Limitation of Liability:** MVLS here releases and forfeits any claim that it may have against SALS, on account of any interruptions of service to MVLS as a result of acts of God, disruption of utility service, weather and other conditions pertaining to the housing, maintaining and storing of said computer equipment.
  
- B. **Length of Agreement:** This Agreement shall remain in force until terminated by one or both organizations as described below, but in any case not before five years from the effective date of the agreement, which is the date the two System Presidents execute this agreement. A review of the content of this agreement will be conducted at least biannually by an ad-hoc committee of the two Systems.
  
- C. **Termination of Agreement:** After the initial five year period, this agreement may be terminated, effective December 31, upon 1) mutual agreement of the parties, or 2) either MVLS or SALS may withdraw by giving written notice to the other organization at least two calendar years (January 1 to December 31) in advance of the intended date of withdrawal from this agreement. Both Systems will share equally the remaining expenses or penalties relating to the termination and the expenses pertaining to the operation and maintenance of equipment and/or telecommunications. Both Systems will also share equally in any cash balance, including proceeds from sale of the central site computer system. Upon notice of termination a duplicate copy of the bibliographic and patron database shall be made available to both parties. An ad-hoc committee from the two systems shall manage the termination. Failing a mutually satisfactory financial settlement, the dispute shall be submitted to the mediation procedure.

