

MVLS and SALS

Revised Joint Automation Agreement

Effective January 1, 2026

1. History & Purpose

MVLS and SALS have operated the “Joint Automation Project” (the “Project”) since 1983.

The purpose of the Project is to coordinate the operations, policies, and expenses of the 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 ILL system and array of IT assets available to member libraries (ILS, websites, email, networking, and IT security);
- Offer a robust array of IT services by creating a shared IT team;
- Continuously innovate via the collaborative development of policy and IT and ILS 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

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

When referred to together in this Agreement, the parties to this Agreement are the **Project Systems** or the **Systems**.

The shared endeavor of the Joint Automation Project is the **JA Project** or the **Project**.

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

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

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

ILL is the inter-library loan service. Notably, each System is obligated by state regulation to effect ILL between its member libraries, while ILL between the Systems' participating members is enabled by this Agreement.

ILS is the integrated library system used to coordinate the shared ILL and services of the two Systems. Although vendors may change, the Systems will only terminate a shared ILS if they terminate the JA Project.

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 audio-visual 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 such 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.

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 law and regulation and is further governed by each System's plan for Direct Access.

JA Access is the ability of a resident 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 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 records that may belong to either system and 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 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, web hosting, and related training.

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, which govern all JA Services, and which member libraries participating in the JA are required to follow.

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 “3” above, 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; and
- All state and federal civil rights laws applicable to a chartered not-for-profit education corporation.

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 that includes 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 JA Council Statutes attached as “A.”

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 Boards regarding JA Policies (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 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.
- 6.8. As a joint advisory body with no decision-making authority, the JA Council is not subject to the Open Meetings Law per Education Law 260-a, but JA Council meetings may be attended by any participating library trustee or employee.
- 6.9. When JA Council meetings are held remotely, the meeting link shall be available upon request so any participating library trustee or employee may observe the meeting.
- 6.10. The agenda, minutes, and JA Council packets shall be posted on a publicly accessible website.

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 resolves 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 decisions and policymaking on the above areas to enable orderly, timely, and well-informed decision-making by the respective System boards, but responsibility for the final decision resides solely and individually with the Systems.

8. JA Services

JA Services are summarized in an annual list that sets out the service, any added costs for utilization, 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 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 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 passed by the System boards.
- 11.2. In the event a Budget is not agreed upon, the Budget from the previous year shall be due and owing, and the Systems will continue to work to pass a budget reflective of current needs.

12. Fiscal Management

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

- 12.1. Budget moneys for the upcoming JA Fiscal Year are approved every year by December 1.
- 12.2. Budget moneys 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 invoiced and due within 30 days.
- 12.3. Routine reports setting forth current balances are submitted by the MVLS to the JA Council and system boards.
- 12.4. The following positions are authorized to expend JA moneys per pre-authorized budgets: JA Project Manager.

- 12.5. Unbudgeted expenses are submitted to the boards of the Systems by the JA Project Manager and action based on such submission is documented in the minutes of both Systems; when an adjustment is approved, a new annual budget is confirmed.
- 12.6. An annual accounting of payments, payables, receivables, and budget analysis are 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; because MVLS is the custodian and manager of JA Funds, SALS may upon three business days' notice request such a review or audit.
- 12.8. As part of the annual budget approved by the System boards, the boards will approve the in-kind budget amounts from each System as well as the direct expense reimbursements to each of the Systems from the JA Budget.
- 12.9. 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.
- 12.10. Any unbudgeted expenditure of funds related to operation, upgrade, or maintenance must be recommended to the System boards for approval.
- 12.11. The JA 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.
- 12.12. MVLS shall be responsible for:
 - 12.12.1. Billing and collecting monthly service fees from MVLS and SALS (Details of billing to be provided by Joint Automation Project);
 - 12.12.2. Paying SALS for the Joint Automation Project payroll monthly, as invoiced;
 - 12.12.3. Reimbursing SALS within thirty (30) days for other appropriate budgeted costs;
 - 12.12.4. Maintaining one or more separate bank accounts and declaring designated signatories;
 - 12.12.5. Making vendor payments (including monthly summaries reported to Joint Automation Council at regular meetings);
 - 12.12.6. Maintaining ledger accounts and preparing monthly financial reports (including supporting details) in accordance with generally accepted accounting practices and law;
 - 12.12.7. Working with Joint Automation employees to file grant applications;
 - 12.12.8. Recommending an auditor to the Finance Committee of the Joint Automation Council and facilitating the annual audit or review; and

12.12.9. MVLS will document reimbursement costs by providing necessary bills or documents (for example, postage).

12.13. SALS will be responsible for:

- 12.13.1. Administering payroll and benefits for Joint Automation Project employees;
- 12.13.2. Sending reimbursement information 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);
- 12.13.3. Working with Automation Project Manager to assist and place purchase orders;
- 12.13.4. Working with JA employees to file grant applications; and
- 12.13.5. Billing and collecting monthly service fees from SALS participating member libraries (Details of billing to be provided by Joint Automation Project).

12.14. The Automation Project Manager will be responsible for:

- 12.14.1. Originating and signing purchase orders;
- 12.14.2. Signing invoices;
- 12.14.3. Reviewing warrants and financials;
- 12.14.4. Transmitting documentation for items received promptly to MVLS to expedite payment of invoices; and
- 12.14.5. Assisting with pertinent grant applications.

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

SALS shall provide the facilities, equipment, 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:

- Function
- Needs
- Concerns
- Ideas for innovation & improvement

- 13.1. The JA Council shall assess feedback every February and shall present to the System boards on an annual basis every March, with 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 may be directed by the System 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 System 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 Automation Project Manager shall:

- 14.1. Manage and direct the operation of the ILS, JA Email, the JA Network, 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. Appoint and supervise the Joint Automation Project staff; and
- 14.8. Prepare performance appraisals of the JA Project staff.

15. JA IT Personnel

- 15.1. JA IT Personnel shall be employed by SALS to work solely for the Project and shall be supervised by the JA Project Manager.
- 15.2. The costs of JA IT Personnel 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 and 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'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 Policy Committee 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. The ILS, JA Network, and JA Email may contain Library Records as well as Personal Information and Private Information, as defined by the New York State General Business law:

Personal information is any information concerning a natural person which, because of name, number, personal mark, or other identifier, can be used to identify such natural person, and **Private information** is either: (i) personal information consisting of any information in combination with any one or more of the following data elements, when either the data element or the combination of personal information plus the data element is not encrypted, or is encrypted with an encryption key that has also been accessed or acquired:

- (1) social security number;
- (2) driver's license number or non-driver identification card number;
- (3) account number, credit or debit card number, in combination with any required security code, access code, password or other information that would permit access to an individual's financial account;
- (4) account number, credit or debit card number, if circumstances exist wherein such number could be used to access an individual's

financial account without additional identifying information, security code, access code, or password; or

(5) biometric information, meaning data generated by electronic measurements of an individual's unique physical characteristics, such as a fingerprint, voice print, retina or iris image, or other unique physical representation or digital representation of biometric data which are used to authenticate or ascertain the individual's identity; or

(6) medical information, meaning any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or

(7) health insurance information, meaning an individual's health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual or any information in an individual's application and claims history, including but not limited to, appeals history; or

(ii) a user name or e-mail address in combination with a password or security question and answer that would permit access to an online account.

Breach of the Data Security shall mean unauthorized access to or acquisition of, 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.

- 17.1. In the event of a Breach of Data Security to a JA-controlled resource, the Systems and impacted member libraries shall follow General Business Law to assess the situation, take remedial action, and send the required notice to those persons whose private information was accessed or obtained.
- 17.2. Because of this obligation under law, notification of actual or suspected breach is required within two hours of its discovery.
- 17.3. Notification shall be sent to each member of the JA Administrative Team, who shall direct whatever further response is merited by the situation and required by law and policy.

18. JA Property

- 18.1. To the extent such content is subject to ownership, the Systems are the joint owners of the aggregated data on the JA Network and ILS. The inclusion of data on the JA Network or ILS does not remove the property right of a member library of its data; however, such data shall also be part of the overall 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 duly executed authorization, court order, or duly issued subpoena.
- 18.3. The hardware purchased and held by SALS to operate the ILS and JA IT Services are the joint property of the Systems, and the 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 are the property of the library user they belong to and are only retained for the time required by the New York State LGS-1.
- 18.6. The Project does not develop nor keep 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, 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 notice to their System.

20. Insurance

The Systems shall maintain the following insurance coverages:

- 20.1. **Commercial General Liability** (CGL) with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - 20.1.1. CGL coverage shall be written on ISO Occurrence form CG00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
 - 20.1.2. The System and all other indemnified parties shall be included as insureds on the CGL, using ISO Additional Insured Endorsement or CG2010 (10/93) AND CG 20 37 or CG2033 AND CG2037 or an endorsement providing equivalent coverage to the additional insured. This insurance for the additional insured shall be as broad

as the coverage provided for the name insured contractor. 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.

- 20.1.3. The Systems shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after this contract is terminated.
- 20.1.4. Under no circumstances shall the System's liability insurance or umbrella liability insurance include exclusions for injuries to employees of contractor or subcontractors if any.
- 20.2. **Cyber Insurance**, either as part of GCL or stand-alone, covering data breach, data loss and restoration due to ransomware, and recovery with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
- 20.3. **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.
- 20.4. **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.
- 20.5. **Worker's Compensation and Employer's Liability**, as required by law.
- 20.6. The Systems shall ensure that all vendors that provide on-site services to the System for information technology, cloud computing, ILS, and ILL maintain comparable coverage and name both Systems as additional insured.

21. JA Records Retention

JA 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.

23. Periodic Review & Amendment

- 23.1. This Agreement shall be annually reviewed by the System 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 with 24 months (two years) notice.
- 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 out the alleged breach.
- 25.2. The System receiving such notice shall have ten days to cure the breach and/or respond.
- 25.3. If the response does not resolve the concerns of the notifying party, the complaining board shall send another letter within thirty days of the original notice, demanding mediation under this Agreement.
- 25.4. When a “Mediation Demand” is sent, the Parties shall retain a neutral mediator to attempt to resolve the dispute within ninety days of the original notice or 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 litigation a dispute per Section 22, below; 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. For avoidance of any appearance of bias, venue for any dispute is the County of Onondaga.

27. Annual Review

The Systems will annually review this Agreement to assess if amendment by mutual consent per Section 19.2 of this Agreement is desired.

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:

A: JA Council Statutes

B: Participating Member Notice and Terms

“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. Membership shall be by appointment by the two System boards of Trustees, except for the unaffiliated party who is appointed by the Joint Automation Council.
- 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 shall be appointed by the Board of Trustees of MVLS, 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 Board of Trustees of SALS, 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 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 set the agenda with the assistance of the two System Directors and the Chair. The agenda will be distributed at least ten days before a 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. Fees for the following year will be set by February 28.

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 Council regarding standards and conventions for the Library Automation Project.
- 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 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.

6. Ad Hoc Committees

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

“B”

COVER LETTER & TERMS

October __, ____

TO: INSERT LIBRARY BOARD

RE: Annual Notice

Joint Automation Project Participation and Service Terms

Please review and acknowledge by board action on December 15

Dear NAME LIBRARY BOARD:

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

The Project has been operating for over 40 years and unites SALS and MVLS in maximizing their ability to provide interlibrary loan, supported e-mail, web 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 systems send a **Terms of JA Participation & Services** for member library boards to review and acknowledge 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 also use this as an opportunity to emphasize your library's rights and responsibilities under the various policies of the System and the JA, as well as to invite input.

This year's terms are in this letter, below my signature.

A model resolution for acknowledging these Terms is:

BE IT RESOLVED that the board has reviewed the "Terms of JA Participation and Services" and accepts the terms, including the requirement to follow policies related to confidentiality and data security.

Please include this Annual Notice in your board packet and send a copy of the minutes to the System once when the resolution is adopted. No signatures are needed.

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, please do not hesitate to ask, and we will arrange for someone to come to your board meeting.

The JA is for your library and for 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,

NAME
Executive Director
NAME System

Terms of JA Participation & Services

1. The Library is participating in the JA Project for the current JA Fiscal Year.
2. The budget and costs for the upcoming INSERT YEAR JA Fiscal Year are:

Total JA Budget for YEAR	INSERT
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 YEAR	INSERT
NOTE: ALL ARE WELCOME TO ATTEND!	
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.ed> 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 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. If your library would like to cease participation in the JA, you must give the system one full JA Fiscal Year's worth of notice. 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.