

**ACTION MEMO #24-02**

To: Member Library Directors & Board Presidents  
From: Rebekkah Smith Aldrich, MHLS Executive Director  
Date: February 29, 2024  
Re: Memo of Understanding

**Background:**

The Mid-Hudson Library System (MHLS) is a cooperative public library system, chartered by the New York State Board of Regents, working in partnership with our member libraries. To define the relationship between MHLS and member libraries we have operated under two documents that outline the parameters and expectations of the relationship: the “Document of Understanding,” which is over twenty years old, and the “Automation Agreement,” which is approximately seven years old. Recognizing that both documents have elements that are out-of-date from several perspectives (e.g. terminology, contractual obligations, and state regulations), the MHLS Staff, Directors Association, and Board of Trustees collaborated in a 13-month effort to update and merge these two documents, resulting in the attached “Memorandum of Understanding (MOU).”

The basis of the MOU is not a major departure from the original two documents, it simply merges them; removes or updates out-of-date language and concepts; and clarifies issues that have become questioned in recent years.

In November 2023 the MHLS Directors Association unanimously approved this new MOU. In December 2023 the MHLS Board unanimously approved this new MOU.

**Issue:**

The MOU will need to be signed by each member library board president and director in order to re-establish clear lines of communication about the relationship between MHLS and member libraries.

**Action:**

Please sign and return the Memo of Understanding to MHLS.

**Deadline:**

Tuesday, April 30, 2024

*For an introduction to the document and an opportunity ask questions about it please sign up for the Memo of Understanding Introduction presented by Rebekkah Smith Aldrich, MHLS Executive Director, an online event which will be recorded. This will be held on Tuesday, March 5th at 5:00pm. You can register through the MHLS Calendar: <https://midhudson.org/events/an-introduction-to-the-new-memo-of-understanding/>*

# Memorandum of Understanding Between the Mid-Hudson Library System and Member Libraries

This memorandum sets forth the responsibilities and expectations of the Mid-Hudson Library System ("System") and its member libraries ("Member Libraries") in the cooperative provision of public library service to the residents of the Mid-Hudson Valley. To facilitate a strong cooperative approach to meeting mutual expectations for service, the following are understood by both the Member Libraries and the System.

## Definitions

*Mid-Hudson Library System:* a cooperative public library system chartered by the New York State Board of Regents to serve Columbia, Dutchess, Greene, Putnam and Ulster Counties.

*Member Library:* association and public libraries chartered by the New York State Board of Regents who have been granted membership to the Mid-Hudson Library System by its board of trustees.

*Directors Association:* The Directors Association (DA) of the System is composed of the director or manager of each Member Library as defined by §90.8 of Commissioner's Regulations. As per the DA bylaws, the purpose of the DA shall be to address the needs and concerns of member libraries; provide a forum for the exchange of ideas; encourage the dissemination of information in the field of library management; forward recommendations to the staff and board of MHLS on issues pertaining to the management of services provided by MHLS including, but not limited to, collective agreements and cost sharing for services.

*Membership:* A library's membership in the System grants access to all services outlined in this memorandum; a seat on the Directors Association; and one vote at the Annual Membership Meeting of the System.

*MHLS Board of Trustees:* The System board is elected by the membership to govern the System as per New York State Education Law and Education Commissioner's Regulations.

*Resource Sharing Standards:* These are the policies and procedures adopted by the DA to govern the effective sharing of resources.

*Free Direct Access Plan:* The Free Direct Access Plan (FDAP) is a State approved agreement between the Mid-Hudson Library System and the State Education Department's Division of Library Development of the New York State Library and is required by Commissioner's Regulations §90.3 (a) through (d)(4). This document reflects MHLS's commitment that no resident in the area served by MHLS will be excluded from direct or on-site access to the resources of any of the system's member libraries on the basis of age, cultural, economic or civic status. The document provides the process for member libraries to identify and place restrictions on excessive and unfair use of resources that have a negative impact on services a member library provides their resident borrowers.

### **General Roles and Responsibilities**

The mission of the System is to uphold the public's right to free and equitable access to information and library resources, to facilitate cost-effective resource sharing, and to promote professional and inclusive library services in partnership with the Member Libraries.

Member Libraries are chartered to serve the public directly and the System serves the Member Libraries.

**A. The MID-HUDSON LIBRARY SYSTEM will, as determined appropriate by the System and consistent with applicable provisions of the Education Law and the Regulations of the Commissioner of Education:**

1. Maintain and operate an integrated library system (ILS) which supports circulation; bibliographic and patron database management; metadata; a public catalog; other resource sharing functions; a physical delivery service for the purpose of sharing materials between the member libraries; shared digital collection platform(s); support for interlibrary loan services and delivery within our region and outside of the region, as appropriate. The choice of ILS vendor and scheduling of deliveries will be done with input from the member libraries.
  - This will include:
    - Assuming the primary financial and contractual responsibility for the operation of the ILS, ILS modules, digital collection platform, and related services.
    - Researching and leading contract negotiations to purchase software as service, equipment, and supplies at the request of the MHLS Directors Association when joint purchase results in savings or efficiencies.
    - Acquiring, creating, and enhancing bibliographic records for new acquisitions as well as managing quality control and updates to the existing bibliographic records on behalf of member libraries.
    - Assisting member libraries in achieving compliance with MHLS Directors Association approved Resource Sharing Standards.
    - Carrying out the implementation of the Procedures for Resource Sharing Standards Violations, as approved by the MHLS Directors Association.
    - Supporting member libraries with local ILS installation and managing the parameters and ILS configurations to meet their needs as they evolve.
    - Maintaining the ILS and modules through upgrade installations and acting on behalf of member libraries to resolve issues as they are reported.
    - Acting as an advocate with the ILS and digital collection platform vendors to develop and enhance these services and other software to meet the needs of our member libraries.

- Acting on behalf of member libraries to integrate services and support third-party vendor integrations.
  - Providing automated library services that are consistent with accepted library standards.
  - Establishing and maintaining financial records and other supporting evidence in accordance with New York State auditing practices.
2. Maintain the confidentiality of patron records as per New York State Civil Practice Law and Rules §4509.
  3. Arrange training and provide consulting to member libraries on: the minimum standards for registration of public and association libraries as defined in §90.2 of Commissioner's Regulations; ILS, cataloging, and digital services centrally purchased through MHLS; issues related to services, technology, management and governance as defined in the System's five-year Plan of Service. The MHLS Directors Association (DA) will provide input on the Plan of Service and related action plans prior to approval by the MHLS Board of Trustees and State Library.
  4. Provide advocacy for libraries in the region at the state, and national levels; at the local level upon the request of a member library board; and at the county level upon the request of a county directors/library association.
  5. Carry out the Free Direct Access Plan as defined in §90.3 of the Commissioner's Regulations and approved by the State Library.
  6. Administer and provide support for state aid as mandated by the Education Commissioner's Regulations as well as any grants received by the System for the benefit of members. This includes but is not limited to Coordinated Outreach Services as mandated by section §90.3; Central Library Services Program Aid as mandated in §90.4; and State Aid for Library Construction as mandated in §90.12.
  7. Invoice member libraries based on the annual member assessment adopted by the DA.

8. Provide a means for the mutual exchange of ideas and plans for service, such as the DA, advisory committees, and listservs.
9. Communicate directly, in a timely manner, with any Member Library or libraries wishing to discuss issues.

**B. Each MEMBER LIBRARY will:**

1. Maintain its registration with the State Library via compliance with the minimum standards detailed in §90.2 of Commissioner's Regulations.
2. Employ a paid director or interim director as per §90.2 of Commissioner's Regulations.
3. Maintain the confidentiality of patron records as per New York State Civil Practice Law and Rules §4509.
4. Ensure library directors are active participants in the DA which includes staying abreast of current topics of conversation, providing feedback to their county's representatives to DA advisory committees, and regular participation at DA meetings as local conditions allow.
5. Assume responsibility for its portion of the annual member assessment, including the Members Capital Fee, and for its portion of any ILS enhancement or product, based on recommendation by the DA, for MHLS to license through a cost-share agreement.
6. Adhere to the Resource Sharing Standards, including but not limited to purchasing levels.
7. Uphold that the ILS database is intended to contain all the Member Library's materials and registered borrowers, and to that end, agree to the following:
  - To enter or supply data for entry into the ILS database of patron and bibliographic information.

- To enter data only by properly trained personnel with the understanding that MHLS reserves the right to correct, add, modify, or delete bibliographic records and holdings information in keeping with professional standards and established procedures.
  - Keep patron and item records current and edit and delete holdings as necessary.
8. Provide borrowing privileges to patrons of other libraries in the System area as per New York State Education Law §272(g) and as provided for in the System's state-approved Free Direct Access Plan.
  9. Participate in the Interlibrary Loan Service within the System area.
  10. Purchase, install and maintain equipment and internet connectivity as specified by the Integrated Library System (ILS) vendor. This includes a static IP and adequate bandwidth to support the ILS given staff and patron needs.
  11. Maintain password control of access to the ILS and ensure that patron data and transactional information extracted from the ILS is securely stored, transferred and posted using currently acceptable secure methods. Extraction of personally identifiable information is limited to the patron or transactional information necessary for the operation of the library.
  12. Pay for any contractual obligations, e.g., additional user licenses and specialized services, that the Member Library chooses to add beyond MHLS's obligations as outlined above.
  13. Monitor the MHLS-Notices and MHLS-Alerts listservs for MHLS Action Memos and critical calls to action and respond by stated deadlines.
  14. Provide the various reports required by the New York State Library by stated deadlines.
  15. Ensure its trustees and staff are informed about events and services available from the System and keep the System informed of the services they desire.

**C. TITLE TO SYSTEM DATABASE:** The ILS bibliographic and patron database is understood to be the collective property of MHLS and all MHLS Member Libraries. A Member Library shall have the right to acquire, at its own expense, a machine-readable copy of its own holdings in the database, including title, item, current transactions, and patron records as they relate to the Member Library's chartered service area. Requests for machine-readable copies of parts of the database other than a Member Library's own holdings must be made in writing, explaining the intended use, to MHLS and any affected Member Library for their approval.

**D. COMPLAINT PROCESS:**

The System and Member Libraries agree to implement and adhere to the following process, to help ensure a fair and efficient resolution of any concerns by Member Libraries regarding compliance by the System or another Member Library with the agreements set forth in this Memorandum of Understanding. The following process shall be used to assist resolution of any complaint by a Member Library against the System or another Member Library, regarding any issue or issues governed by this Memorandum of Understanding; provided, however, that Member Libraries are required to follow the "Approved Procedures for Resource Sharing Standards Violation" found in the Resource Sharing Standards (incorporated herein by reference and cited below as Exhibit B), with regard to any Resource Sharing Standards Violation.

**a. Complaint Against a Member Library:**

The library director of a Member Library should first reach out to the Member Library in question to informally seek a resolution. If the complaining Member Library is not satisfied with the results of that effort, the library director may, with the approval of the Member Library's board of trustees, submit a written complaint to the MHLS Executive Director to request assistance. The written complaint should include the nature of the complaint, detailed information including evidence of the concern, and the outcome desired by the complaining Member Library. A copy of the written complaint should be provided to the Member Library that is the subject of the complaint. That Member Library should provide a written response to the MHLS Executive Director, with a copy to the complaining Member Library, within two weeks of receipt of the written complaint. The MHLS Executive Director will work with both Member Libraries, and their boards of trustees as appropriate, toward a resolution of the concern.



**b. Complaint Against MHLS:**

The director of a Member Library should first reach out to the MHLS Executive Director to informally seek a resolution. If a Member Library is not satisfied by the results of these efforts, the Member Library's board of trustees may submit a written complaint to the MHLS Executive Director, with copies to the MHLS Board President and the Chair of the DA. If the Member Library's board of trustees is not satisfied by the response from MHLS, the complaining Member Library's board of trustees may request a meeting with the MHLS Board to discuss and seek a resolution.

**E. ARBITRATION:** In the event that informal efforts to resolve disputes pursuant to paragraph D are unsuccessful, any dispute, controversy or claim arising out of or relating to this Memorandum of Understanding shall be determined not in a court of law, but instead by a single neutral arbitrator agreed upon by the complaining Member Library or Libraries, any Member Library that is a subject of the complaint, and MHLS (collectively, the "Parties to the Arbitration"), in Dutchess County, State of New York, in binding arbitration pursuant to the arbitration rules of the American Arbitration Association then in effect. The written decision of the arbitrator shall be final and binding in all respects and may be entered and enforced in any court of competent jurisdiction. The cost of arbitration shall be shared equally by the Parties to the Arbitration. Each of the Parties to the Arbitration shall pay its own fees and expenses, unless otherwise determined by the Arbitrator.

**F. INDEMNIFICATION WAIVERS:** Liability: Each Member Library agrees that in the absence of gross negligence on the part of MHLS, MHLS shall not be liable for failures, delays, inconveniences or otherwise relating to the operation of the ILS Automated library services, or for errors in or incompleteness of data, reports, listings or otherwise provided by MHLS, or for the failure by MHLS to perform any of the obligations of MHLS as provided in this Agreement. The System agrees that in the absence of gross negligence on the part of a Member Library, a Member Library shall not be liable for compromising the integrity of the ILS.

**G. TERMINATION:** This Memorandum of Understanding is ongoing until superseded pursuant to paragraph I, and may be terminated with respect to a Member Library and its participation in MHLS, by the Member Library or by MHLS, only pursuant to the following conditions for termination:

1. Termination by MHLS: MHLS may terminate this agreement upon six (6) months' written notice to a Member Library if MHLS reasonably concludes that:
  - a. A Member Library is, at the time of the written notice, more than two member assessment payments in arrears on outstanding obligations owed to MHLS;
  - b. A Member Library has breached any material operation procedure(s) or rule(s) for participation in MHLS, including Resource Sharing Standards, and has failed to correct this situation after review and recommendation by the DA; or
  - c. A Member Library has ceased to function as a chartered organization.
2. Termination by a Member Library: A Member Library may terminate this agreement by providing written notice to MHLS six (6) months prior to the anniversary date of MHLS signing the ILS contract. Such termination shall not relieve a Member Library from the obligation to complete payment of all outstanding obligations to MHLS.
3. If MHLS ceases to exist, in which case property of the System will be distributed as required by Education Commissioner Regulations.

**H. APPLICABLE LAW:** The laws of the State of New York apply to the performance and interpretation of this Agreement. This agreement supersedes all previous agreements related to System services, including automated circulation.

**I. RENEWING AGREEMENT & EFFECTIVE DATE:** By signing this document a Member Library is renewing its MHLS membership, including but not limited to its agreement for automated library services provided through the MHLS. This Memorandum of Understanding, with attached exhibits, constitutes the entire agreement of the parties and supersedes and replaces any previous Memorandum or Document of Understanding an Automation Agreements between the parties This Agreement is in effect as of May 1, 2024, and remains in effect unless superseded by a subsequent written agreement approved by the MHLS Board of Trustees. Any Member Library failing to sign this document by April 30, 2024, forfeits its participation in MHLS, including but not limited to access to automated library services provided through MHLS.

**J. REVIEW OF AGREEMENT:** This Memorandum of Understanding (MOU) will be reviewed triennially, or sooner if conditions warrant, by the DA’s System Services Advisory Committee (SSAC). The SSAC will report triennially, or sooner if conditions warrant, to the DA on the SSAC review of the MOU. Any recommended changes by the DA to the MOU will be forwarded by the DA to the MHLS Executive Director for consideration of and approval by the MHLS Board. It is recommended that library boards review this document at least every three years to ensure expectations are clear. All new directors will receive an orientation to the MOU from the MHLS Executive Director. If no changes have been instituted by the MHLS Board within a ten-year period, the document will be re-signed to confirm all directors and boards have agreed to it.

**K. SIGNATORS:** The undersigned hereby agree as stipulated above:

----- Board President Signature	----- Library	----- DATE
----- Library Director Signature		----- DATE
----- Board President, MHLS		----- DATE
----- Executive Director, MHLS		----- DATE

Approved by the MHLS Directors Association: November 15, 2023  
Approved by the MHLS Board of Trustees: December 6, 2023

*Memorandum of Understanding Exhibits*

Exhibit A: [Resource Sharing Standards](#)

Exhibit B: [Resource Sharing Standards Violation: Approved Procedures](#)

Exhibit C: [Free Direct Access Plan](#)