APPROVED MINUTES
CLIFTON PUBLIC LIBRARY
BOARD OF TRUSTEES MEETING
NOVEMBER 20, 2024

The monthly meeting of the Trustees of the Clifton Public Library was held at the Main Library, 292 Piaget Avenue, Clifton, NJ. The meeting was called to order at 6:32 P.M. by President Patricia Vasilik. Library Counsel read an announcement which stated that pursuant to the Open Public Meetings Act, notice of the meeting had been given in the annual meeting notice to the Record, the Herald News, the Clifton Journal, posted on the Clifton Public Library Website and in the Clifton Public Library and filed with the Clifton City Clerk.

ROLL CALL

Present: Thomas Charsky, Barbara Polk, Richard Ruggiero, Vivian Semeraro, Suzanne Sia, Karen Sommers, Tracy Sterni, Rosmunda Kenning, President Patricia Vasilik, Library Director Justine Tomczak, and Library Counsel Michael A. Cerone, Jr. Absent: None.

MINUTES

The Board reviewed the minutes of the October 16, 2024 meeting. On a motion made by Trustee Charsky and seconded by Trustee Semeraro, the minutes of the October16, 2024 meeting were approved on roll call vote. Vote: Yes: Charsky, Polk, Ruggiero, Semeraro, Sia, Sommers, Sterni, Kenning, and Vasilik; No: None.

The Board reviewed the minutes of the October 16, 2024 executive session. On a motion made by Trustee Ruggiero and seconded by Trustee Sommers, the minutes of the October16, 2024 executive session were approved on roll call vote. Vote: Yes: Charsky, Ruggiero, Semeraro, Sia, Sommers, Sterni.; No: None; Abstain: Kenning, Polk and Vasilik.

PUBLIC COMMENT

No one addressed the Board. On motion made by Trustee Polk and seconded by Trustee Sia, the Board, with all present being in favor, closed the public comment portion of the meeting.

DIRECTOR'S REPORT

The Director updated the Board on the progress with the Main Library HVAC project.

Annual fire extinguisher testing was conducted in both buildings.

Upon prior arrangement with all involved, on November 13, the Director and Nick met with the attorney for Lochinvar and three Lochinvar technicians to allow them to inspect the boiler room setup and take water samples. The Lochinvar side has requested further information.

A patron was inadvertently locked in Allwood after closing. He called the police, and the officer on duty at Main let staff know. Maintenance quickly arrived back at Allwood and the responding officer assisted in questioning the patron, checking his bag and sweeping the building before locking up again. The Director spoke with various staff members involved to determine what happened and to review closing procedures.

The Director reported that Administrative Clerk Christine Althawabta and Account Clerk Lisa Bremus continued working with a temporary room booking and website calendar solution while looking into new vendor options.

The Library's tech support installed new software for wireless printing at Main. So far, staff has been happy with it – it seems to be easier to use, and faster. Patrons can send print jobs from home (or anywhere remotely) to the Main print queue for pickup, and patrons in the building using laptops, tablets or even their phones can send print jobs without having to log on to a library computer.

An evacuation drill was held with Christopher Columbus Middle School on October 18 at 9:00 am, and they were done and out of the Main Library before opening. The Director is working on updating the Library's internal procedures document.

On October 24, the Director attended the PALS Plus membership meeting in the morning and an Unhoused Task Force Meeting at city hall in the afternoon.

The Recreation Department made visits to the homes of veterans ahead of Veterans Day. The Library provided them with 100 bundles which contained library services such as how to join, digital offerings and homebound service.

Prior to Early Voting beginning, the Main Library community room had requests for last-minute political gatherings. A controversy arose when one group promoted their meeting as a "rally." Inquiries from the public and city hall needed to be answered. In the end, the meeting was held in a fairly subdued manner.

Early Voting was a madhouse. Many people turned out. Except for mid-week, when lines eased up a bit in the early afternoons, there was a constant line that stretched outside the gallery doors. At the end of the week, lines went out to Piaget Avenue. The parking lot was madness. The phones rang off the hook. The never-closing gallery door created a wind tunnel (and leafy debris) in the building. The maintenance men could not do much besides attend to voting-related building and grounds activity.

Staff were often involved because patrons would question library employees about certain activities, or gray areas would arise due to what activity should be enforced throughout the library. The police pulled their SPOs from library duty to preserve integrity and any appearance of impropriety.

Unofficially there were 10,286 voters at the Library over nine days, an average of over 1,100 people per day. This does not count election workers or children/others accompanying those voters.

City Hall received an OPRA (Open Public Records Act) request regarding an incident that reportedly took place outside on one of the voting days. No one at the Library was aware of the incident, and it is unclear whether it was related to voting or just something that happened in the vicinity of the building. Library Counsel and the Director are working with city hall employees on this matter.

Children's Library Assistant Sonia Ramos attended the Woodrow Wilson Middle School Literacy Night on October 29. The event had a large attendance of students and parents, and the library table had a lot of attention from parents interested in flyers listing events, ESL information, and library card signup information from the Circulation, Young Adult, and the Children's Departments, as well as questions about early voting. Sonia also attended the Fall Festival event at CELA (Clifton Early Learner Academy) on November 4.

Teen Librarian 2 Khusboo Rana reports that on October 23, My College Planning Team presented a Zoom webinar on how to fund your college education for college-bound teens and their parents. Evaluation forms were given to the attendees and the feedback was positive. A Digital SAT Math Workshop for teens with an organization called STEM Sprouts was scheduled for November 14. The workshop informed teens about the foundations of the SAT, time management, and tips and tricks to ace the SAT from top scorers.

On October 23, the Main Library received a visit from the Headless Horseman. Members of Clifton's Community Policing Division organized the event in conjunction with the Library and the Passaic County Sheriff's Department Mounted Division. The police read a kid's version of the classic tale and the Horseman quietly appears from around the library at the end to gasps from the crowd. The kids line up to take pictures and then receive a generous goody bag of candy. It was a quintessential autumn day and parents and kids lingered afterwards to socialize.

Personnel:

Percentage increases and step adjustments per the CWA contract were calculated (including retro) and given to city hall for processing for the November 15 pay period.

Children's Supervisor Gloria Abero and the Director are interviewing for the open full time Children's Librarian 1 position.

DONATIONS

Unrestricted:

$ 8.10 Canister

Restricted:

$ 3,000.00 From Adele Piela for books In Memory of Hilda, Janine, Richard and Mark Piela

Restricted – DEPARTMENTAL:

$ 176.13 Interest earned on EW Fund for juvenile programs

FRIENDS OF THE LIBRARY

Trustee Semeraro reported that the Friends had their semi-annual meeting on November 12 at which time they elected new officers – President, Joyce Frommer, Vice President Ann Shapiro. The Friends presented the Director with a check to the Library in the amount of $3,300. The Director advised that this will be used for museum passes and musical programs for the Children's Department.

FINANCE COMMITTEE

The Board reviewed the Encumbrance List dated November 1, 2024, and the Claims List dated November 20, 2024. On Motion made by Trustee Charsky and seconded by Trustee Ruggiero, the Board, on roll call vote, approved the Encumbrance List dated November 1, 2024, in the amount of $25,650.42, and the Claims List dated November 20, 2024, in the amount of $103,880.23. Vote: Yes: Charsky, Polk, Ruggiero, Semeraro, Sia, Sommers, Sterni, Kenning, and Vasilik; No: None.

PERSONNEL COMMITTEE

On motion made by Trustee Ruggiero and seconded by Trustee Charsky the Board voted to go into Executive Session at 6:51 pm to discuss personnel matters. Vote: Yes: Charsky, Ruggiero, Semeraro, Sia, Sommers, Sterni, Kenning; No: None. Abstain: Polk and Vasilik.

The Board reconvened at 7:09 pm with the same Trustees present. Counsel stated that no action was taken in the executive session.

On motion made by Trustee Charsky and seconded by Trustee Kenning, the Board, on roll call vote, approved the following salaries for the following non-union positions: Administrative Clerk: (2024) $65,750.00, retroactive to January 1, 2024, (2025) $67,723.00, (2026) $69,755.00; Board Attorney: (2024) $22,500.00 retroactive to January 1, 2024; (2025) $23,000.00; Director: (2024) $125,000.00 retroactive to January 1, 2024, (2025)$140,000.00. Vote: Yes: Charsky, Ruggiero, Semeraro, Sia, Sommers, Sterni, Gengaro; No: None. Abstain: Polk and Vasilik

STRATEGIC PLANNNG COMMITEE

The Committee met to refine the survey that will be conducted as part of the strategic plan. The Committee will be meeting on December 4.

UNFINISHED BUSINESS

The Director presented the Board with options for new photocopier leases. The Director recommended that the Library exercise the buyout option with ProCopy and enter into a maintenance agreement which would include parts, labor and supplies. On motion made by Trustee Ruggiero and seconded by Trustee Semeraro, the Board, on roll call vote, approved

exercising the buyout option with Procopy at a cost of $5,531.89 and to enter into a one-year maintenance agreement, including parts, labor and supplies at a cost of $0.011 per Black and White copy and $0.085 per Color Copy. Vote: Yes: Charsky, Polk, Ruggiero, Semeraro, Sia, Sommers, Sterni, Kenning and Vasilik; No: None. Abstain: None.

NEW BUSINESS

The Director informed the Board that the Allwood Branch recently had no heat in the quiet study room. The cost to replace the unit would be in the range of $20,000-$30,000. Garden State Mechanical provided a repair quote of $5,730.00. The Library is in the process of getting a second quote. The Director recommended that the unit be repaired. She will get a second quote, but since the weather is now forecast to be cooler, she recommended that she be allowed to get a second quote and engage a contractor provided that the cost does not exceed $5,730.00. Trustees questioned the Director as to whether a warranty is included and if so the extent of it. The Director said she would follow up on that and report at the next meeting. On motion made by Trustee Charsky and seconded by Trustee Ruggiero, the Board, on roll call, voted to require the Director to get a second quote for the repair of the heat exchange at the Allwood Branch quiet study room, to confirm the extent of any warranty and authorized the Director to engage a contractor to make the repair to the unit at a cost not to exceed $5.730. Vote: Yes: Charsky, Polk, Ruggiero, Semeraro, Sia, Sommers, Sterni, Kenning and Vasilik; No: None. Abstain: None.

The Director stated that the current booking and website calendar vendor announced that it would be going out of business at the end of 2024 and that they would have no money for refunds. The Library had just paid the vendor approximately $1,100 for a year's service. Counsel stated that the vendor is in Boston which would require any litigation to be filed in Massachusetts and that in his opinion, it did not make financial sense to pursue this. The Director presented three options for a new vendor for Public Calendar & Room Booking.

Vendor	Implementation	Annual Subscription	Total
Library Market	$2,500.00	$3,000.00	$5,500.00
LibCal	$3,800.00	$1,109.00	$4,909.00
Assabet Interactive	$450.00	$1,750.00	$2,200.00

The Director stated that Assabet Interactive did not provide services that were responsive to the request for quotes. The Director recommended LibCal as being the lowest responsive quote. On motion made by Trustee Kenning and seconded by Trustee Sterni the Board voted to approve contracting with LibCal to provide the Library with public calendar and room booking platform at a cost of $4,909.00 for implementation and a one year subscription. Vote: Yes: Charsky, Polk, Ruggiero, Semeraro, Sia, Sommers, Sterni, Kenning and Vasilik; No: None. Abstain: None.

The Director presented the following quotes for the fall cleanup at both buildings

Vendor	Cost – Allwood	Cost- Main
Jack Mayo	$2,400.00	$3,250.00
Leon Bros.	$ 570.00	$1,750.00

On motion made by Trustee Polk and seconded by Trustee Sia the Board, on roll call vote, approved hiring Leon Bros. to perform the fall cleanup at the Main Library and the Allwood Branch at a total cost of $2,320.00. Vote: Yes: Charsky, Polk, Ruggiero, Semeraro, Sia, Sommers, Sterni, Kenning and Vasilik; No: None. Abstain: None.

On motion made by Trustee Polk and seconded by Trustee Charsky the Board adopted the attached resolutions - PALS Plus New Shared Services resolution, PALS Plus Shared Services agreement, PALS Plus 2025 Voting Rep resolution. Vote: Yes: Charsky, Polk, Ruggiero, Semeraro, Sia, Sommers, Sterni, Kenning and Vasilik; No: None. Abstain: None.

The Director provided the Trustees with the 2025 list of holidays on which the Library will be closed. These dates are all included in the contract with CWA.

The Director informed the Board that the Clifton Health Department is offering to train staff on how to handle Code Blue situations and tips on how to speak to patrons who are in need of social services. The Director would also like to provide some in-service training for staff. Providing this training will necessitate closing each building for a half day. On motion made by Trustee Semeraro and seconded by Trustee Polk, the Board, on roll call vote, authorized the Director to close the Main Library and Allwood Branch a half day each to allow the Clifton Health Department to provide training to staff and to provide in-service training.

TRUSTEE COMMENTS

President Vasilik welcomed Trustee Kenning to the board.

Trustee Semeraro asked about the status of the fire inspection. The Director noted that there is one item still outstanding – the use of extension cords on extension cords. She stated that the inspector is giving the library time to engage an electrician to add electrical outlets to address the issue.

Trustee Kenning thanked the Board for answering her questions and for hosting students from School 12.

On motion made by Trustee Sia and seconded by Trustee Semeraro the Board, with all present being in favor, adjourned the meeting at 7:55 pm.

Respectfully submitted,

Michael A. Cerone, Jr.

MICHAEL A. CERONE, JR.
Library Counsel

RESOLUTION

WHEREAS, the Clifton Public Library has been a member of PALS Plus, a consortium of Passaic area libraries, since December 1991; and,

WHEREAS, the Shared Services Agreement covering PALS Plus has been amended and a new agreement must be entered into; and,

WHEREAS, the new Shared Services Agreement is in accord with the *Uniform Shared Services and Consolidation Act,* L.2007, c.63, eff. April 3, 2007, §1 through 35 (N.J.S.A. 40A:65-1 through 40A:65-35); and,

WHEREAS, the new Shared Services Agreement including the Bylaws of PALS Plus reflect the current and future needs of its members; and,

WHEREAS, the Shared Services Agreement has been reviewed by members of the PALS Plus Executive Board and Membership;

NOW, THEREFORE, BE IT RESOLVED by The Board of Trustees that the Clifton Public Library shall enter into a new PALS Plus Shared Services Agreement; and it is further

RESOLVED, that the President and Secretary of the Board of Trustees are hereby authorized to execute said agreement, in the form reviewed by the Board of Trustees at its meeting of November 20, 2024.

_____

Patricia Vasilik, President

_____

Barbara Polk, Secretary

AMENDED & RE-STATED SHARED SERVICES AGREEMENT

THIS AGREEMENT made this 20th day of November, 2024, by and between,

PALS Plus, Inc. a non-profit Corporation of the State of New Jersey,
having its main office at the 292 Piaget Ave, Clifton, New Jersey
(hereinafter called the "PALS PLUS"),

And,

The MEMBERS of PALS PLUS,
whose names and addresses are set forth on Exhibit "C",
annexed hereto and made a part hereof,
(hereinafter individually called a "MEMBER"; and,
collectively called the "MEMBERS")

W I T N E S S E T H:

WHEREAS, PALS PLUS has heretofore entered into Interlocal Services Agreements, in accordance with the "Uniform Shared Services and Consolidation Act·. L.2007, c.63, eff. April 3, 2007, §1 through 35 (N.J.S.A. 40A:65-l through 40A:65-35), by and between the MEMBERS thereof, Municipal Corporations, Free Public Libraries, and/or public entities of the State of New Jersey, operating public libraries or reading rooms, including, but not limited to municipalities, counties, local units, boards of education, county colleges, and state colleges, setting forth the allocation and responsibility of the MEMBERS' cost of purchase, annual administrative costs, and other costs incurred by PALS PLUS in connection with the purchase, maintenance, and use of equipment, software and services, in accordance with the Formulas for Annual Operating Assessment and Special Capital Assessment set forth therein, as amended through September, 2023 ("Assessment Formula"), and to pay to PALS PLUS the MEMBER's proportionate cost of purchase, annual administrative costs, and other costs incurred by PALS PLUS in connection with the purchase, maintenance, and use of the equipment, software, and services of PALS PLUS, in accordance with the Assessment Formula (hereinafter, collectively, "SHARED SERVICES AGREEMENT"), revised through February 11, 2021, annexed hereto as Exhibit "A", and incorporated herein as if set forth at length; and,

WHEREAS, PALS PLUS has been duly organized as a corporation not for profit of the State of New Jersey, in accordance with the New Jersey Non-Profit Corporation Act, and pursuant to the Certificate of Incorporation and By-Laws of such organization, filed September 11 , 1990, and as amended December 17, 1998, December 18, 2008, October 11, 2012, September 26, 2013, April 28, 2016, October 28, 2016, and May 23, 2023 (hereinafter, "BY- LAWS"), annexed hereto as Exhibit "B", and incorporated herein as if set forth at length.; and,

WHEREAS, PALS PLUS has adopted and has duly approved amendments to its BY-LAWS, effective May 23, 2023, eliminating the stratification of membership in PALS PLUS, and in the Assessment Formula, reducing all membership to a single class of member, to wit: "Member".

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed as follows:

A. All references to the terms “member”, “partner member”, or “associate member”, as found in the Shared Services Agreement, Assessment Formula, and/or Operating Agreement, be and hereby are amended to read: “Member”, and all stratification of the membership in PALS PLUS, is hereby consolidated to the single term “Member”.

B. The SHARED SERVICES AGREEMENT be and hereby is restated & re- adopted.

C. The SHARED SERVICES AGREEMENT, be and hereby is amended to read as follows:

1. Creation of PALS PLUS. There has been created as of April 1, 1992, pursuant to N.J.S.A. 15A:1-1 et seq., a non-profit corporation, PALS Plus, Inc. (PALS Plus). Each of the Members shall be represented in PALS PLUS as set forth in the By- Laws, as amended through May 23, 2023. PALS PLUS shall be governed in accordance with said By-Laws. The governing bodies of member libraries have authorized the signing of a certificate of incorporation of PALS PLUS. PALS PLUS shall have full power and authority to do all things necessary, as agent for the Members, to perform all of the obligations and to exercise all of the rights of PALS PLUS pursuant to this Agreement.

2. Obligations of PALS PLUS.

(1) PALS PLUS shall enforce and administer the terms of the existing contracts for equipment, software and services and perform all obligations under the contracts. PALS PLUS shall collect from each Member its proportionate share of the costs and maintenance of equipment, software and services in accordance with the Assessment Formula attached. PALS PLUS shall have the authority to solicit bids and award contracts for any new or updated equipment, software or services in accordance with the specifications.

(2) PALS PLUS has entered into an operating agreement with the Members for operation of equipment, software and services and payment of all costs thereof, including but not limited to, direct and indirect personnel costs, supplies, electric power, telephones, insurance, professional fees and all other operating costs.

(3) PALS PLUS as Agent for the Members, shall purchase maintenance and service contracts for the equipment, software and services, and shall insure the assets of PALS PLUS to the full insurable value thereof.

(4) PALS PLUS shall provide space for capital assets and operations and shall enter into a lease of such space, as agent for the Members.

(5) PALS PLUS shall annually establish a budget for payment of all costs required to be paid by it pursuant to this Agreement and shall send a copy of such budget to the

Members of PALS PLUS on or before the 2nd, Fall General Membership Meeting. At least once each year in the succeeding year or years, PALS PLUS shall render a bill to each Member for its proportionate share of the budget so established.

(6) The Assessment Formula, may be modified upon a majority vote of all Members of PALS PLUS, at any, scheduled General Membership Meeting. The formula modification shall be effective as of the Budget year next following the date of adoption.

3. Obligations of the Members.

(1) Each of the Members shall pay their proportional share of the costs for the capital and operating expenses of PALS PLUS according to the Assessment Formula attached hereto.

(2) Each of the Members shall fully fund the obligations of PALS PLUS under this agreement and shall pay to PALS PLUS, within 30 days of a bill rendered by PALS PLUS, the amounts due to PALS PLUS under the Assessment Formula; approved by PALS PLUS Members.

(3) New Members shall be responsible for the costs and expense of installing, maintaining and operating at its local library such peripheral equipment, and /or conversion of its database, records, processes, and procedures to be compatible with PALS PLUS's integrated library system, as it may deem necessary or desirable in connection with its use of the integrated library system;

(4) Each of the Members shall, ratably in proportion to its financial participation in accordance with the Assessment Formula, indemnify and save PALS PLUS harmless from all liability, damage, cost and expense (including reasonable counsel fees and costs) arising in any manner from this Agreement.

(5) Term. This Agreement shall be in full force and effect on the Effective Date and shall terminate seven (7) years after the Effective Date, unless sooner terminated or extended in accordance with this Agreement, and applicable law.

(6) Effective Date. This Agreement shall not become effective until it has been duly approved by the governing bodies of all Members. The effective Date shall be on the first day of the calendar month following the expiration of all applicable appeal periods from the ordinances or resolutions adopted (45 days) of the last of such Members to approve this Agreement.

(7) Extension of the Term. The Term of this Agreement shall be extended for successive terms of not less than one (1) year nor more than seven (7) years in the aggregate upon the vote of a majority of all Members of PALS PLUS taken at least 90 days prior to the expiration of the Initial Term or any Extension Term. If, within 30 days of such a vote, any Member shall have given notice of its withdrawal from the Agreement pursuant to Paragraph (8), PALS PLUS shall determine whether the Agreement will be extended

by a vote of a majority of all Members of PALS PLUS at least 30 days prior to the expiration of the Term.

(8) Withdrawal of a Member. A Member may withdraw from this Agreement on notice to PALS PLUS. Such withdrawal shall be effective upon a date certain to be determined by mutual agreement of Member and PALS PLUS, but in no event greater than six (6) months following notice of withdrawal. Upon withdrawal, the withdrawing Member's obligation for any capital expenses shall continue in full force and effect but the obligation for operating expenses shall cease as of the effective date of the withdrawal.

(9) Addition of Members: Publicly supported entities, including, but not limited to public libraries (both municipal and association libraries), counties, local units, boards of education, county colleges, and state colleges, other than the Members herein, may become Members of PALS PLUS, subject to this Agreement, on the following conditions:

a. The Current Members of PALS PLUS shall first determine that such Additional Member(s) may become a Member(s) in PALS PLUS, without substantially impairing the present and projected future services provided to or to be provided to Current Members, and without incurring any additional costs, beyond those allocated in accordance with the Assessment Formula;

b. The additional Member(s) shall apply for, qualify for, and become, full Members of PALS PLUS, in accordance with the Bylaws of such organization; and;

c. The Additional Member(s) shall enter into a Membership Agreement with PALS PLUS, fixing and setting forth the conditions of membership, including any required monetary contribution to both capital contributions and operating expenses, proportionately to the Current Members' capital contributions and operating expenses.

(10) Non-liability of PALS PLUS. In no event shall PALS PLUS have any liability in direct or consequential damages to the Members for any act or omission occurring in connection with this Agreement. The sole right or remedy of a Member herein shall be to withdraw in accordance with the terms of this Agreement.

(11) Rights upon Termination. Upon termination of this Agreement at the expiration of the Term or any extended Term, PALS PLUS shall retain or dispose of the assets of PALS PLUS and shall provide each Member with a copy of its database and records, in both electronic and physical form ("Records") at cost of the prevailing rates. The proceeds from any such sale shall be divided among the Members in accordance with the contributions under the Assessment Formula.

(12) Counterparts. This agreement may be executed in any number of counterparts, each of which shall be executed by PALS PLUS and the Member affected thereby, and all of which shall be regarded for all purposes as an original.

(13) This Agreement shall be filed with the State of New Jersey, Department of Community Affairs, Division of Local Government Services, in accordance with N.J.S.A. 40A:65-4.b.

(14) Arbitration. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, if the same cannot be settled amicably among the Parties concerned, will be settled by final and binding arbitration, with the costs of arbitration shared equally between the participating parties.

(15) SUPERCEDES ALL PRIOR AGREEMENTS. Except as may be specifically provided herein to the contrary, this Agreement supersedes all prior agreements between PALS PLUS and the Members concerning the equipment, software and services of PALS PLUS, including, but not limited to, the original Central System Agreement, made and entered March 1, 1991, and any amendments, revisions, extensions, or renewals thereto.

4. Miscellaneous.

(1) Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey (without regard to any conflicts of law rule that would require the application of the substantive law of any other jurisdiction).

(2) Submission to Jurisdiction. Each Party hereby submits to the jurisdiction of the Superior Court of New Jersey located in Passaic County, New Jersey in any action to enforce, interpret or construe any provision of this Agreement.

(3) Waiver of Right to Trial by Jury. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT.

(4) Execution in Counterparts. This Agreement may be executed in counterparts each of which shall be an original and both of which taken together shall constitute the same instrument. Transmission by telecopy, facsimile, email or other form of electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

(5) Entire Agreement. This Agreement embodies the entire understanding and agreement between Seller and Buyer with respect to all Confidential Information and supersedes all prior understandings and agreements relating thereto.

(6) Severability. The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

(7) Electronic Records and Signature. It is agreed that, notwithstanding the use herein of the words "writing," "execution," "signed," "signature," or other words of similar import, the use of electronic signatures and the keeping of records in electronic form shall be granted the same legal effect, validity or enforceability as a signature affixed by hand or the use of a paper-based record keeping system (as the case might be) to the extent and as provided for by Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New Jersey Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

IN WITNESS WHEREOF, the parties hereto have interchangeably set their hands and seals and caused these presents to be executed by their proper corporate officials and their proper corporate seals to be hereto affixed, the day and year first above written.

ATTEST:

PALS PLUS, INC.

_____

_____
President

WITNESS/ATTEST:

MEMBERS

THE BOARD OF TRUSTEES OF THE Clifton Public Library
292 Piaget Ave
Clifton, NJ 07011

_____
Barbara Polk, Secretary

_____
Patricia Vasilik, President

EXHIBIT A

Shared Services Agreement, as revised through February 11, 2021, and [Current] Formulas for Annual Operating Assessment and Special Capital Assessment, adopted as of September, 2023

See attached

EXHIBIT B

By-laws of PALS PLUS, Inc., as amended through May 23, 2023

See attached.

EXHIBIT C

Membership List in PALS PLUS, Inc., as of August 1, 2024

THE BOARD OF TRUSTEES OF THE
Belleville Public Library & Information Center
221 Washington Ave
Belleville, NJ 07109

THE BOARD OF TRUSTEES OF THE
Bloomingdale Free Public Library
101 Hamburg Turnpike
Bloomingdale, NJ 07403

THE BOARD OF TRUSTEES OF THE
Caldwell Public Library
268 Bloomfield Ave.
Caldwell, NJ 07006

THE BOARD OF TRUSTEES OF THE
Cedar Grove Public Library
One Municipal Plaza
Cedar Grove, New Jersey 07009

THE BOARD OF TRUSTEES OF THE
Clifton Public Library
292 Piaget Ave
Clifton, NJ 07011

THE BOARD OF TRUSTEES OF THE
Haledon Public Library
510 Belmont Ave
Haledon, NJ 07508

THE BOARD OF TRUSTEES OF THE
Kearny Public Library
318 Kearny Avenue,
Kearny, New Jersey

THE BOARD OF TRUSTEES OF THE
North Haledon Free Public Library
129 Overlook Ave
North Haledon, NJ 07508

Passaic County Community College Library
College Boulevard
Paterson, NJ 07059

THE BOARD OF TRUSTEES OF THE
Passaic Public Library
195 Gregory Ave.
Passaic, NJ 07055

THE BOARD OF TRUSTEES OF THE
Paterson Free Public Library
250 Broadway
Paterson, NJ 07059

THE BOARD OF TRUSTEES OF THE
Pompton Lakes Public Library
333 Wanaque Ave
Pompton Lakes, NJ 07442

THE BOARD OF TRUSTEES OF THE
Ringwood Public Library
30 Cannici Drive
Ringwood, NJ 07456

THE BOARD OF TRUSTEES OF THE
Dwight D. Eisenhower Library
537 Totowa Rd
Totowa, NJ 07512

THE BOARD OF TRUSTEES OF THE

THE BOARD OF TRUSTEES OF THE

Little Falls Public Library
8 Warren St
Little Falls, NJ 07424

THE BOARD OF TRUSTEES OF THE
Verona Public Library
17 Gould St.
Vernona, NJ 07044

THE BOARD OF TRUSTEES OF THE
Wanaque Public Library
616 Ringwood Ave.
Wanaque, NJ 07465

THE BOARD OF TRUSTEES OF THE
Wayne Public Library
461 Valley Road
Wayne, NJ 07470

THE BOARD OF TRUSTEES OF THE
West Milford Township Library
1490 Union Valley Road
West Milford, NJ 07480

THE BOARD OF TRUSTEES OF THE
Alfred H. Baumann Free Public Library
7 Brophy Lane
Woodland Park, NJ 07424

UNION CITY PUBLIC LIBRARY
324 - 43rd St.,
Union City, New Jersey 07087

2025 Voting Representative and Alternate Resolution

WHEREAS, the Clifton Public Library is a Member of PALS Plus, Inc.; and

WHEREAS, the Bylaws of PALS Plus requires that Member libraries designate the Library Director and an alternate representative to represent them at PALS Plus meetings.
"The Board of Governance or the appropriate administrative authority for each Member shall annually designate the Library Director as the Voting Representative to PALS Plus and an Alternate, who shall serve in the absence of the Voting Representative." (Article III – Membership, Section 3 General Membership Voting)

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Library that
Justine Tomczak is hereby appointed as the Library's representative to PALS Plus; AND
Pat John Ferro is hereby appointed as the Library's alternate voting representative to PALS Plus; and it is further

RESOLVED, that a copy of this resolution be transmitted to PALS Plus
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President

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Secretary

ADOPTED: November 20, 2024