



**AGREEMENT FOR
INTEGRATED LIBRARY SYSTEM PARTICIPATION**

This Agreement is entered into as of the _____ day of _____ in the year _____ by and between the Ramapo Catskill Library System (hereinafter referred to as "RCLS") a not-for-profit corporation organized pursuant to the laws of the State of New York, maintaining a place of business at 619 Route 17M, Middletown, New York, and on behalf of those libraries which have agreed to be participants in an integrated library system, and by the _____ (hereinafter referred to as "PARTICIPANT") a library organized pursuant to the laws of the State of New York, maintaining a place of business at _____.

WHEREAS, RCLS has offered its member libraries the opportunity to subscribe to and participate in an integrated library system, hereinafter referred to as "ILS," to include but not be limited to circulation control, collection management, public catalog access system, cataloging and, acquisitions, and other programs as may be approved by the Directors' Association which will be operated by RCLS; and

WHEREAS, the parties wish to formalize their agreement for the provision of these specialized services to the PARTICIPANT; and

WHEREAS, the Board of Trustees of the PARTICIPANT has approved the execution of this agreement and by doing so agrees to abide by the ILS Policies and Procedures

NOW THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. **DEFINITIONS**

- A. **ILS (Integrated Library System):** An automated integrated library system including, but not limited to, circulation and cataloging services, ILS staff and telecommunications operated and maintained by RCLS for the benefit of the PARTICIPANTS. All central site and off-site backup equipment and software is collectively purchased with ILS Support funds and shall be the property of RCLS. All services provided by RCLS at the central site, off-site backup location and locally are paid for by the PARTICIPANTS and/or subsidized by RCLS. ILS is governed by Policies and Procedures recommended by the ILS Committee and approved by the Directors' Association (Schedule A).
- B. **ILS Support Funds:** Include the ILS Operating budget, ILS Unallocated Fund, and the ILS 10 Year Capital Fund.
- a. ILS Unallocated Fund – This fund results from unspent ILS funds from the annual operating budget. These funds are held in trust by RCLS for member libraries and cannot be used unless authorized by the Directors' Association. This fund is typically used to pay for new subscriptions for the first year.
 - b. ILS 10 Year Capital Fund – Member libraries contribute an annual amount to this fund which covers the cost of hardware and software required to maintain the central ILS services site and the infrastructure that support the ILS.
- C. **ILS Committee:** A standing committee of the RCLS Directors' Association charged with oversight of the ILS and is comprised of representatives from member libraries that have contracted to participate in the ILS services provided by RCLS. All Committee recommendations must be approved by the Directors' Association in accordance with its Bylaws.
- D. **Central Site:** Location(s) housing staff, hardware, software, and communications equipment necessary for the operation of ILS.

- E. **Backup Site:** RCLS maintains a warm site backup that receives replication backups of critical systems. This backup site does not store any library centric data and cannot be used as part of a business continuity plan for member libraries.
- F. **Database:** The aggregate of patron, bibliographic and materials holding records contributed to the ILS by the PARTICIPANTS. These records are the collective property of the PARTICIPANTS, and each library shall have the right to acquire a machine-readable copy of its own records, including item and patron records at the pass-through cost for vendor's current fees for PARTICIPANTS requesting exit services.
- G. **Participant:** A library which has contracted to participate in the ILS facilitated by RCLS.

2. **RCLS RESPONSIBILITIES**

- A. Work collaboratively with the ILS Committee on recommendations to improve ILS functionality.
- B. Negotiate and administer contracts with one or more vendors for the purchase and delivery of the ILS, including: central site hardware, software, telecommunications, and maintenance agreements, within the agreed upon ILS budget.
- C. Maintain and supply all Central Site ILS hardware and software.
- D. Adequately insure all central site ILS hardware and software.
- E. Establish and maintain a central site ILS equipment inventory.
- F. Maintain financial records and manage receipts, expenditures and investment of the ILS fund balances separate from RCLS operating funds on behalf of PARTICIPANTS.

- G. Provide PARTICIPANTS with access to a report creation module.
- H. Provide training and consultation regarding the ILS.
- I. Employ a manager who will administer ILS staff and activities.
- J. Maintain bibliographical records including authority records for author, subject, and series (subsidized) except to the extent that this function and/or the cost of providing this function is modified per a recommendation of the Directors' Association.
- K. Own and/or hold license to the collectively purchased ILS hardware and software located at central site and the offsite backup location.
- L. Develop and distribute by July 30 an annual budget for the management of ILS and the ILS Service Support Costs – Schedule B to the ILS Committee for review and recommendation to the Directors' Association.
- M. Issue an ILS annual report of the fiscal operating condition within one hundred and twenty (120) days of the end of its fiscal year.
- N. Update, maintain and post the master copy of the ILS Manual on the RCLS website.
- O. RCLS will provide information about the use of patron-related data collected by PARTICIPANTS, the conditions under which the data will be shared and disposition of the data.
- P. Adopt, update as needed, and post current ILS Policies and Procedures on the RCLS website.
- Q. Monitor and enforce PARTICIPANTS' compliance with the Agreement and/or the Schedules.

1. Notify PARTICIPANT of non-compliance via email outlining the actions required to come into compliance.
2. If, within 15 business days, the PARTICIPANT does not come into compliance or respond to RCLS with an action plan to come into compliance, a letter outlining the actions required to come into compliance will be sent to the Director and Board President. This letter will include a notice, that if the PARTICIPANT does not come into compliance within 30 days access to the ILS will be temporary or permanently suspended and all ILS support will end.
3. RCLS reserves the right to take immediate action if in the sole discretion of RCLS suspected non-compliance would pose an immediate risk to security or privacy. If immediate action is taken under this section, PARTICIPANT will be notified and both parties shall expedite analysis of the concern, which shall be resolved per the Agreement.

3. **RESPONSIBILITIES OF PARTICIPANT**

- A. Ensure compliance with the ILS Agreement and all the Schedules.
- B. Ensure that all staff working with ILS have been appropriately trained and are in compliance with the ILS Manual (Schedule D).
- C. Enter and maintain accurate and current patron records for all library borrowers according to ILS policies and procedures.
- D. Enter and maintain accurate and current item records for all library holdings according to ILS policies and procedures.

- E. Notify RCLS prior to relocation of equipment on the RCLS IT Service Contract inventory if equipment is used to access the ILS by the client software.
- F. Pay annual ILS support costs.
- G. Notify RCLS six (6) months in advance of intention to withdraw from ILS. Withdrawal will not end PARTICIPANT'S obligation to pay annual support costs for the remainder of the term of the agreement (5 years). These charges include telecommunications, licensing fees and any other charges which have been included in contracts signed by RCLS on behalf of each PARTICIPANT for the term of the agreement.
- H. Upon withdrawal, in accordance with Clause J, the PARTICIPANT may request a digital file including all items records, borrower records and transactional records related to its library users. The PARTICIPANT will be responsible for all costs incurred by RCLS including but not limited to staff time, at the current hourly rate, and vendor costs related to the extraction of the data requested. In addition, the PARTICIPANT may request a copy of the bibliographic record for each of its title holdings at a cost per record as outlined in Schedule E.
- I. Inform RCLS immediately of any circumstances that would inhibit ability to fulfill the terms of this agreement.
- J. Ensure that the PARTICIPANT'S Board of Trustees has a written privacy and confidentiality policy which is available to library borrowers upon request. This policy is to include information about the use of the information collected, the conditions under which the data will be shared and information about the disposition of the data.
- K. Agree that only data that is required for the proper management of the library will be collected and that borrowers' social security numbers, driver's license number and details about forms of identification will not be collected.

- L. Ensure that all library employees or others authorized to access records understand and comply with New York Civil Practice and Rules Section 4509 and the library's privacy and confidentiality policy.
- M. The PARTICIPANTS will be responsible to pay all fees and costs for third party contracts until the end of the current Agreement, should RCLS suspend or terminate services due to non-compliance with the ILS Agreement and/or any of the Schedules.
- N. Refer to Schedule A, Section IV, 3rd Party Services, for more information.

4. RESPONSIBILITIES OF ILS COMMITTEE

- A. Work collaboratively with RCLS ILS staff to provide recommendations to improve ILS functionality.
- B. Evaluate ILS functionality and Participants' satisfaction with ILS functionality.
- C. Recommend additions, deletions and modifications to ILS policies and procedures to the Directors' Association for the improvement of the ILS functionality.
- D. Recommend ILS support costs for the operation of the ILS (Schedule B).
- E. Regularly evaluate ILS and/or survey Directors' Association regarding future needs.
- F. Review and make recommendations regarding annual ILS budget by August 31st and recommend budget transfers for approval by the Directors' Association during the year.

- G. Recommend software and equipment purchases related to the ILS operation and functionality.
- H. Recommend resolution of grievances involving violations of any of the terms of this Agreement and/or any of the Schedules (excluding those related to immediate concerns about security and privacy), including operating policies and payment schedules. (See ILS Policies and Procedures Introduction – Schedule A). This shall not be a pre-requisite to action per “2. Q”, above, but shall be the preferred method of dispute resolution for any concerns under this Agreement.
- I. Maintain the current ILS Policies and Procedures passed by RCLS (Schedule A) for distribution via the RCLS website.
- J. Review of this agreement and the attached Schedules to provide periodic proposed modifications as needed.

5. **PAYMENTS**

- A. There is a one-time setup charge of \$5,000 for each new PARTICIPANT to be paid when first agreeing to participate in ILS. Any additional cost from the ILS vendor to transfer data into the ILS software will be billed to the PARTICIPANT.
- B. Annual support for ILS service options will be billed quarterly.
- C. Grievance procedures may be initiated by RCLS to the ILS Committee when a PARTICIPANT is 60 days in arrears in its payments without prior notification of cause. The ILS Committee will attempt to resolve the situation and/or make recommendations to resolve any matter to the mutual satisfaction of the parties. This shall not be a pre-requisite to action per “2. Q”, above, but shall

be the preferred method of dispute resolution for any concerns under this Agreement.

- D. Termination proceedings may be initiated by RCLS when a PARTICIPANT is 90 days in arrears without prior notification of cause; the ILS Committee shall be notified prior to such action whenever possible, so the ILS Committee can try and resolve the dispute.
- E. ILS support costs for the term of the agreement must be paid in full prior to termination by PARTICIPANT, including any obligations of contracts signed by RCLS on behalf of PARTICIPANTS.
- F. Should RCLS suspend or terminate services due to non-compliance with the ILS Agreement and/or any of the Schedules, the PARTICIPANT agrees to pay all fees and costs for third party contracts until the end of the current Agreement (5 years).

6. TERMINATION OF PARTICIPATION

These terms shall commence January 1, 2023, and shall continue unless terminated by one of the parties. Conditions for termination are as follows:

A. Termination by RCLS:

RCLS may terminate this Agreement upon thirty (30) days written notice to PARTICIPANT if: PARTICIPANT is more than ninety (90) days in arrears on outstanding ILS related obligations owed RCLS; and/or the PARTICIPANT breaches the Agreement and/or any of the Schedules, and has failed to correct this situation after review and recommendation by the ILS Committee; fails to execute updated agreement schedules provided by RCLS for

PARTICIPANT'S signature within sixty (60) days of submission; it ceases to function; or it has a receiver or similar officer appointed for it and not dismissed within ninety (90) calendar days.

B. Termination by PARTICIPANT:

This Agreement may be terminated at any time by PARTICIPANT upon giving six (6) months written notice to RCLS. Such termination, however, shall not relieve PARTICIPANT from the obligation to complete payments of all outstanding ILS related obligations to RCLS for the term of the agreement, including the entry charge for all ILS Services for which PARTICIPANT has committed to acquire as of the effective date of the termination and any obligations of contracts signed by RCLS on behalf of PARTICIPANTS. The Parties agree that the charges are a genuine estimate of Provider's actual damages and are not a penalty.

7. TITLE TO DATABASE

To the extent it is proprietary, the bibliographic DATABASE that combines the data of all PARTICIPANTS is the property of RCLS. To the extent it is proprietary, each contributing library retains the ownership of the data originating from that library. Even after the termination of the Agreement, to the extent retained and available, PARTICIPANT shall have the right to acquire a machine-readable copy of its own holdings in the database, including its title, item and patron records, at its own expense. Machine-readable bibliographic records will be available for a fee as per Schedule E. The System shall ensure the privacy and security of the bibliographic DATABASE with respect to third-party contractors and shall endeavor to ensure all third-party agreements maximize individual access and the interoperability of services with other third-party vendors.

8. BUDGET ADMINISTRATION AND FUND BALANCE CAP

RCLS will distribute an ILS annual budget for the management of the ILS to the ILS Committee for review and approval by July 31, and annually, in accordance with its fiscal year. RCLS' management of the ILS will be audited in accordance with generally accepted accounting principles as part of the overall RCLS annual audit. RCLS will issue an annual report of the fiscal and operating condition of the ILS within one hundred and twenty (120) days of the end of its fiscal year.

The ILS Unallocated Fund Balance will be capped at 30% of the ILS Annual Budget. Should the ILS Unallocated Fund Balance reach the 30% threshold, funds above the 30% will be transferred to the 10 Year ILS Capital Fund.

The ILS 10 Year Capital Fund will be considered fully funded when the "Estimated excess/(shortage) of Fund Balance," at 5 years beyond the budget year presented, is 15% of the prior years' "Estimated excess/(shortage) of Fund Balance."

When the ILS Unallocated Fund Balance and the 10 Year ILS Capital Fund reach "fully funded", overages will be used to offset ILS Support annual costs in the 2nd year after the overages or shall be used to implement new ILS services as recommended by the Directors' Association

9. SCHEDULES

The parties recognize that many of the technical requirements of this agreement, fees, operating procedures, and other matters, will be periodically updated based upon modifications in the overall ILS system and/or modifications to the requirements of individual participants. Therefore, the PARTICIPANT agrees that it shall cooperate with RCLS in executing updated schedules as they are periodically modified to conform to modified operating procedures, fee schedules or other changes. Such updated schedules shall be used to keep the agreement current.

10. AMENDMENTS

The PARTICIPANT agrees to execute any amendments to this agreement recommended by the Directors' Association, within 90 days of approval.

RCLS may amend this agreement to conform with any changes to the law or the System Plan of Service upon 90 days written notice to PARTICIPANTS.

11. AUTHORITY TO EXECUTE

PARTICIPANT will provide RCLS at the time of executing this Agreement with a certified copy of a resolution of the Board of Trustees or governing body of PARTICIPANT authorizing participation in the ILS and empowering the library director to execute this Agreement on behalf of PARTICIPANT.

12. SEVERABILITY

If any term, provision, or condition of this Agreement shall have been found to be illegal, invalid, unlawful, contrary to public policy or of no effect by a court of competent jurisdiction or by an administrative agency having jurisdiction pursuant to law, such determination shall have no effect upon the validity or enforceability of any of the other terms, provisions, or conditions of this Agreement. However, the Agreement will only be continued if it remains viable and able to be performed in the opinion of by both RCLS and PARTICIPANT at the time of its signing.

13. NOTICES

All notices required or permitted to be given or delivered under this Agreement shall be via a written instrument (hard copy or electronic) delivered via either email, mail, or personal (hand) delivery to the director or executive director at the primary business address of the PARTICIPANT, or the customary email address of the director, executive director, or committee member(s). Notice is deemed received when sent, however, whenever possible, in reflection of the cooperative nature of the System, the sender will personally request confirmation of receipt.

14. INDEMNIFICATION

PARTICIPANT shall hold RCLS and other PARTICIPANTS harmless and agrees to indemnify RCLS and other PARTICIPANTS against any and all claims, causes of action or judgments made or brought by any vendor or vendors supplying services, materials or labor pursuant to or in accordance with the terms of this Agreement, or such claims, demands or judgments made or brought by any borrowers or users of materials or services of a PARTICIPANT, as a result of the negligent or intentional acts or omissions of the PARTICIPANT.

RCLS shall hold the PARTICIPANT and other PARTICIPANTS harmless and agrees to indemnify the PARTICIPANT and other PARTICIPANTS against any and all claims, causes of action or judgments made or brought by any vendor or vendors supplying services, materials or labor pursuant to or in accordance with the terms of this Agreement, or such claims, demands or judgments made or brought by any borrowers or users of materials or services of RCLS, as a result of the negligent or intentional acts or omissions of RCLS.

15. APPLICABLE LAW

The laws of the State of New York shall apply to the performance and interpretation of this Agreement.

16. INITIAL TERM; RENEWAL

The term of this Agreement shall be five (5) years from January 1, 2023, except in the event of an earlier termination in accordance with the provisions hereof. The PARTICIPANT may, upon six (6) months written notice to RCLS prior to the expiration of the initial term, and written consent of RCLS, renew this Agreement for an additional five (5) year term. This right of renewal shall not apply to a PARTICIPANT which is in material default of the Agreement. After the renewal term, the parties may renew the Agreement further, but only in the event of a mutual agreement.

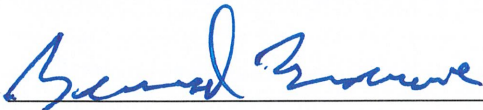
RAMAPO CATSKILL LIBRARY SYSTEM

PARTICIPANT



Acknowledged by
Grace Riario
Executive Director

Acknowledged by
[print] _____
Library Director/Manager



Acknowledged by
Bernard Marone
President, RCLS Board of Trustees

Acknowledged by
[print] _____
President, Library Board of Trustees

Date: 6/21/2022

Date: _____

List of ILS Agreement Schedules

Schedule A:
ILS Policies and Procedures
Current copy available at:
https://guides.rcls.org/ld.php?content_id=67143197

Schedule B:
Participant's ILS Support Costs
(customized for each library)

Schedule C:
ILS Report Fees
https://guides.rcls.org/ld.php?content_id=67143625

Schedule D:
ILS Manual
Current copy available at:
https://guides.rcls.org/ld.php?content_id=67143635

Schedule E:
Cost per Bibliographic Records
https://guides.rcls.org/ld.php?content_id=67143643