

AGREEMENT BETWEEN THE  
NORTH COUNTRY LIBRARY SYSTEM &  
THE XXXXX LIBRARY

WHEREAS

the stated purpose of the North Country Library System is to extend and improve library service in the counties of St. Lawrence, Jefferson, Lewis and Oswego, and

WHEREAS

the North Country Library System has purchased a computer system for the purpose of automating library functions, and

WHEREAS

the North Country Library System which wishes to share this computer system with other libraries and institutions in the North Country Library System service area,

NOW THEREFORE,

the North Country Library System (hereafter NCLS), and the XXXXX Public Library, (hereafter "Library") enter into the following agreement to share in the use and benefits of the SIRSI computer system.

I. DEFINITIONS

All of these terms may not appear in this document but may be used during discussions about this agreement.

**Bibliographic Record** In this context a bibliographic record is synonymous with a MARC (Library of Congress **MA**chine **R**eadable **C**ataloging) record. MARC is a standardized computer-readable format for descriptive records of library materials. The NCLS Union Catalog is comprised of over 450,000 MARC records stored in the SIRSI computer system.

**Cable Modem** A modem used to connect a computer to a cable TV system and the Internet.

**Central Site** The central hardware and software for the SIRSI System, including central processing units (CPU), disc drives, controllers, printers, and communications equipment, among other equipment and software located at the central site. Excluded from central site material are hubs, DSU/CSU's, routers, among other equipment and software located at the participating libraries. The location of the central site is the NCLS Service Center in Watertown.

**Data Lines** Leased telephone lines over which data may be transmitted between the Central Site Equipment and the Library.

**Hardware** All equipment components of the computer and communications systems.

**Hub** A central connecting device in a network that joins communications lines together.

- Item Record This is a record that is created on the computer system during the process of bar-coding a book. It is "linked" to the Bibliographic, or MARC, record. The Item Record contains circulation parameters for a particular book, such as loan period, local call number, date of last activity, due date, temporary location, and circulation status.
- LAN/WAN A LAN (Local Area Network) is a communications network that serves users within a confined geographical area. A WAN (Wide Area Network) is a communications network that covers a wide geographic area, such as a state or country.
- PAC Public Access Catalog. The Library's catalog of holdings may be searched by author, title, subject, keyword or material type. Also referred to as an OPAC (Online Public Access Catalog).
- Router A device that forwards data from one LAN or WAN to another.

## II. GOVERNANCE

- A. NCLS will be the sole administrator of the central site computer hardware and software components, telecommunications equipment or any other peripheral equipment furnished for the computer room at the NCLS Service Center. However, the Library shall have the right to acquire a machine-readable copy of its own database, including the title and item records, at its own expense.
- B. NCLS recognizes that a shared computer system requires shared decision making and agreement on some common issues. Accordingly, NCLS will invite the Director of the Library to join the Joint Automation Board (JAB). Membership in JAB will be extended to all libraries that are online with the Central Site computer at the NCLS Service Center.
- C. Participation in the JAB shall have these purposes:
1. To assist in enhancing and refining the policies and procedures for the shared use of the SIRSI system.
  2. To participate in the operational decisions that affects more than one library.
  3. To render advice and guidance to the NCLS staff concerning the delivery of SIRSI related automation services.
  4. To take part in the continuous planning for the expansion and improvement of the SIRSI system.
  5. To assure mutually beneficial operation of the SIRSI system.

## II. GOVERNANCE continued

- D. All members of the JAB will be afforded adequate opportunity to express the needs and opinions of their respective participating institutions regarding matters under consideration. Notwithstanding the above, members of the JAB agree that:
1. NCLS employees that work on the SIRSI system are subject only to NCLS directions and policies.
  2. The NCLS Board of Trustees serves as the agency to enter into contractual agreements with hardware and software companies on the behalf of JAB, and as such, serves as the ultimate governing authority for the SIRSI system.
- E. Subcommittees may be assigned or appointed to deal with specific questions, problems, or procedural issues. Such subcommittees may consist of volunteers from the JAB or may be appointed by the NCLS convener. Committees shall be representative of participating libraries.
- F. Local autonomy will be retained in policy and procedural matters that do not affect other participants.
- G. JAB may meet as needed. The NCLS Technical Services Manager will convene the meetings.
- H. The NCLS Technical Services Department will serve as contact and liaison with SIRSI.

### III. FUNCTIONS AND PROCEDURES

- A. The Library will have access to the SIRSI system to perform the necessary functions related to circulation, with the goal of progressing to an online public access catalog. The SIRSI system shall be available during all times the library is open to the public.
- B. NCLS agrees to provide staff who will be responsible for the central site operation of the SIRSI system, including but not limited to contact with SIRSI and other vendors, technical assistance, and training programs.
- C. All input and modification of bibliographic records will be entered by the NCLS Technical Services Department. NCLS agrees to maintain a procedure by which JAB participants may request the addition of new bibliographic records or modifications to existing records. JAB participants may change only their own item records.
- D. NCLS will provide sufficient training for the Library staff so that they can make full and efficient use of the SIRSI system.
- E. The input of patron data and the bar-coding of items will be the responsibility of the Library.
- F. JAB, through the NCLS Technical Services Department, will coordinate the purchase of supplies and equipment, such as bar-code labels, bar-code readers, etc. If the Library wishes to purchase such supplies elsewhere, advance approval should be secured from the NCLS Technical Services Manager, to ensure compatibility with the SIRSI system.
- G. Procedures and Tasks Prior to Bar-coding:
  - 1. The NCLS staff will work with the library staff and volunteers and anyone who will assist in barcoding the collection or working at the front desk. The Library staff/volunteers must be comfortable using a computer and demonstrate a working knowledge of searching, before this contract is signed by both NCLS and the Library.
  - 2. The Library Board and Library Staff will meet with members of the NCLS staff to discuss the automation process. Important topics such as data integrity, training schedules, an updated inventory, etc will be emphasized.
  - 3. The Library will weed and update their holdings in the NCLS database by doing a shelf list inventory before starting the bar-coding project.
  - 4. The Library will evaluate the collection's organization. Before beginning a major bar-coding project, the Library should think about the location and segmentation (mysteries, westerns, science fiction, romances, etc.) of the collection.
  - 5. The Library should plan the bar-coding procedure and, if necessary, start to recruit people who will assist with the bar-coding process.
- H. Procedures and Tasks During the Bar-coding Project:

1. The Library should re-register all patrons. This will improve the accuracy of the information entered into the patron database.
2. A review of the Library's policies will be necessary. An NCLS Consultant will discuss the Library's policies and provide assistance in writing or editing policies that may be affected by the move to automated circulation.

#### IV. COSTS

- A. The Library agrees to pay NCLS a fee for online services. The annual fee will be \$1,500 per year plus five cents per circulation. If the Library has more than eight microcomputers attached to the network, or at such time when the Library has more than eight microcomputers attached to the network, one of two fees will apply: (1) a flat fee of \$2,500 or (2) a fee of \$1,500 per year plus five cents per circulation. The larger of the two fees will apply if the Library exceeds eight microcomputers. To aid the Library with budget projections, and in order to keep costs consistent throughout a year, the fee for circulation will be based on the Library's circulation for the previous year.

The fee is to be paid quarterly on the first day of January, April, July, and October. The fee will commence six months from the date of installation. NCLS will invoice the library in advance of the quarter and payment is due within 30 days of the commencement of each quarter. Any increase in the fee will be based upon the rise of actual costs and the library will be given a minimum of 90 days notice of all such increases.

The fee will cover all necessary access to the central site hardware and specified software, telecommunications charges, installation of leased communication lines, central site maintenance and utility costs, central site upgrades to hardware and software, and central site paper, printed reports, backup tapes and other supplies necessary for the library's use of the SIRSI system.

- B. The Library agrees to pay NCLS a one-time start-up fee of \$3,000 to help defray equipment expenses and to contribute to the JAB Capital Fund for future system enhancements and upgrades. The start-up fee will be due when this contract is signed. The equipment provided will include two microcomputers, two bar-code readers, one printer, communications equipment, and any central site equipment necessary for the installation. Patron bar-code labels and item bar-code labels will be included in the start-up fee up to an initial order of \$1,500 for the aggregate of the two. The Library will be responsible to purchase any additional equipment or bar-code labels. The Library will be responsible for the maintenance and replacement of the microcomputers, printers, barcode readers, and any peripherals attached to the microcomputers or added to the network within the Library's building. The equipment received as part of the start-up fee, with the exception of the telecommunications equipment, will be the property of the Library. The telecommunications equipment (router, hub) will be owned and maintained by NCLS.

C. The following costs are not included in the annual fee or the start up fee as specified in Sections IV.A and IV.B. and the Library agrees to be responsible for them:

1. Microcomputers, bar-code readers, printers, and any other in-house equipment (exclusive of communications equipment) beyond the initial purchase of equipment included in the start up fee.
2. Fees for service contracts or extended warranties on equipment. Microcomputers delivered as part of the start up fee will have a three or four year service contract with the manufacturer.
3. Item bar-code labels and patron bar-code labels, beyond those provided in the start-up fee.
4. Patron cards and any other in-house supplies associated with use of the SIRSI system.
5. The cost of collection labeling, and entering of patron data.
6. Any necessary site preparation such as running cables between the network equipment and the PC's, and providing sufficient electrical service.
7. Any other equipment, activity or expense which is strictly local in nature, to include additional furniture, and costs of cables and connectors required to connect additional microcomputers or printers to the communications equipment.

V. The NCLS Information Technology staff shall maintain best efforts to provide a consistently reliable system, and shall maintain best efforts to provide response time according to the Performance Warranties of the contract between NCLS and SIRSI. However, NCLS does not warrant or guarantee the operation or maintenance of the SIRSI system, and shall not be held liable for any damages, loss or delay resulting in or from any malfunction, act of God, or event beyond their control.

VI. AMENDMENTS

This agreement may be amended at any time provided that all parties to the agreement accept the proposed changes.

VII. TERMINATION

This agreement will commence on the date below and will continue in full force and effect thereafter. Any party shall have the right to terminate this agreement upon the provision of one-hundred eighty (180) days written notice to the other.

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Stephen B. Bolton, Director, North Country Library System

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Date

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XXXXXX XXXXXX, Board President XXXXX Library

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Date