

This agreement shall outline the responsibilities of the Finger Lakes Library System (FLLS) and the contracting libraries participating in the Finger Lakes Automated Library Consortium (FALCON) with bylaws listed in Schedule C.

I. GOVERNANCE AND OWNERSHIP

- A. FLLS shall be the sole owner and operator of the central site automation hardware, software, telecommunications hardware and database.
- B. The contracting library shall retain ownership of all local equipment purchased with its own funds.
- C. The contracting library shall appoint a representative to the FALCON Advisory Council and agrees to abide by the official bylaws of the organization, which are appended to this contract. The purpose of the Advisory Council is to provide advice and guidance to the FLLS Board of Trustees regarding the operation of the automated system.
- D. FLLS shall serve as sole contact and liaison with the automation system vendor regarding operations of the automated system. The contracting library agrees not to contact the vendor directly without prior approval by FLLS.
- E. The contracting library shall have local autonomy regarding the establishment of policies and procedural matters that do not affect other libraries participating in FALCON.

II. FUNCTIONS

- A. FLLS will hire sufficient staff to operate the automated system including a Manager, who will direct the day-to-day operations of the automated system and serve as liaison with the contracting library and vendor(s) providing automation services. The Manager shall also be responsible for assisting with policy development, training programs and technical assistance relating to the automated system.
- B. FLLS will ensure that the automated system will be kept up-to-date as new releases become available or required.
- C. FLLS agrees to provide one-time training sufficient to enable the contracting library staff to effectively use the automated system at a basic level. FLLS will provide a procedure manual for the contracting library. FLLS also agrees to provide training for system updates as new functionality becomes available. The contracting library is responsible for training new staff at the basic level. A fee will be charged for additional basic level training for new staff (see Schedule B).

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- D. FLLS and Tompkins County Public Library (TCPL) will maintain bibliographic information in the automated system and will input new records as a by-product for cataloging and processing procedures according to mutually agreed upon cataloging standards and policies. The contracting library agrees to notify FLLS of needed changes in bibliographic records and may, if they choose, make changes to their own item records to reflect changes in holdings information.
- E. The contracting library agrees to input patron data in accordance with the FLLS procedure manual.
- F. In order to ensure total compatibility, the contracting library agrees to purchase equipment and supplies related to the automated system through FLLS. However, the contracting library may purchase such equipment and supplies elsewhere provided advance approval is secured in writing from FLLS.
- G. FLLS agrees to provide the functions and services listed in Schedule A to the contracting library. Such functions may be carried out by System or Contracting library staff as appropriate. Other functions may be available as part of standard software provided by vendor.

III. COSTS

- A. The contracting library agrees to pay FLLS an annual fee for the use of the automated system as specified in Schedule B. The annual fee will be calculated by multiplying the number of dedicated user clients provided, by the per client fee. The contracting libraries that request additional clients will be charged on a prorated basis for the first year. The annual fee shall cover the services listed in Schedule A. Payments will begin upon the successful system capability of all services listed in Schedule A. The total annual fee for the initial year will be prorated.
- B. Six months prior to the upcoming fiscal year, FLLS agrees to submit to the FALCON Advisory Council an annual budget for operating the automated system. Such annual budget shall include income and expenses associated with operating the automated system including, but not limited to: acquisition and maintenance of hardware and software, personnel, supplies, telecommunications, rent and utilities associated with the central computer, an annual contribution to an equipment replacement fund, member fees, grant funds and public aid. Fees as specified in Schedule B will be adjusted only after consultation with the FALCON Advisory Council.
- C. The following costs are deemed to be the responsibility of the contracting library: purchase of computers, optical scanning equipment, printers and any other in-house equipment required by the contracting library to support its participation in the automated system, costs associated with collection labeling, item and patron conversion costs (including the creation of smart barcode labels), building modifications necessary to install circulation equipment, and in-house supplies associated with automation activity.

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- D. New software modules can be purchased by FLLS or the contracting library for addition to the system. The module becomes the property of FLLS. All modules are subject to review by the FALCON Advisory Council and will include a review of the impact of the module on the current operating system. Any maintenance fees associated with the purchase of additional modules will be the responsibility of FLLS.
- E. FLLS will bill the contracting library prior to the beginning of each calendar quarter for client fees with payment due within 30 days of the first day of each quarter. Annual payment in full is at the option of each contracting library. Bills for supplies and equipment ordered through FLLS for local library use will be rendered as necessary and are payable within 30 days of receipt by the contracting library.
- F. Replacement and/or repair of equipment owned by the contracting library is the responsibility of the contracting library but requires advanced approval from FLLS.

IV. OPERATION AND MAINTENANCE

- A. FLLS will notify the contracting library in advance in writing of any major changes that will affect the operation of the automated system. Such changes requiring notification may include: modification of any services outlined in Schedule A, changes in bibliographic utility and other automation vendors, changes in hardware configuration, and changes in software including software updates. In case of emergencies that preclude prior notification, FLLS will notify the contracting libraries as soon as reasonably possible.
- B. The expected uptime for the system is 24 hours per day, 7 days per week except for scheduled downtime. Such scheduled downtime shall be determined by FLLS in consultation with the contracting library.
- C. Scheduled downtime shall be arranged so that interference with the delivery of services listed in Schedule A will be minimized. FLLS will notify the contracting library of all scheduled downtime as soon as possible.
- D. In the event of unscheduled downtime due to problems with hardware, software, electrical supply and other components of the automated system, FLLS shall, as soon as possible, inform the contracting library of the estimated duration of such unscheduled downtime.
- E. In the event of any downtime, FLLS will offer a backup circulation system to the contracting library appropriate to their needs.
- F. If a problem develops during hours that trained FLLS staff is not available, and such problem cannot be handled by standard troubleshooting procedures, a method shall be established to contact authorized FLLS staff who will respond to the problem. FLLS staff shall respond to the call as soon as possible but no later than two hours from the time of such call.

- G. FLLS does not warrant or guarantee the operation or maintenance of the automated system and shall not be liable for any damages, loss or delay resulting in or from any malfunction, or event beyond its control. FLLS will require the automation vendor to adhere to all warranties and service delineated in its contracts with FLLS. Any decision to commence legal action to enforce such warranties or services shall be at FLLS sole discretion.
- H. In the event that unscheduled downtime exceeds 5 consecutive days, the contracting library may withhold one day's client fee payment for each day of such downtime, starting on the sixth consecutive working day of the unscheduled downtime.

V. SYSTEM SECURITY

- A. Public access to the database shall be restricted to the Online Public Access Catalog (OPAC).
- B. Access to assigned functions by FLLS or the contracting library staff, shall be by confidential password. The contracting library shall define status for its own staff.
- C. FLLS will backup all databases weekly and all transactions daily.
- D. FLLS will store data backup media off site. Off site backup media will be updated weekly.
- E. The contracting library is required to notify FLLS when an employee is terminated so the User ID can be removed.
- F. The contracting library will install and maintain an anti-virus program for each computer that accesses the database.

VI. TERMINATION OF AGREEMENT

- A. This agreement shall commence on the date below and shall be automatically renewed on an annual basis unless terminated by the contracting library upon six months written notice to the FLLS Board of Trustees and the FALCON Advisory Council chairperson. The FLLS Board of Trustees shall have the authority to terminate the contract upon 6 months notice and shall notify the FALCON Advisory Council in advance as to the cause of termination. Such cause may include non-fulfillment of contract requirements.
- B. If membership is terminated by either party:
 - 1. The contracting library will receive a refund of the unused portion of any prepaid annual costs within the fiscal year that such termination takes place, provided 6 months notice of termination has been given.
 - 2. Within 30 days after notification of termination the contracting library shall be eligible to receive at its own expense (see Schedule B), a copy of its own bibliographic records in the database in MARC II format and any patron information that resides within the database.
 - 3. FLLS shall reserve the right to retain the contracting library's item records in the database.

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4. The contracting library shall retain ownership of any equipment purchased by the library for its own circulation activity, but shall not be eligible to receive compensation for any shared equipment or software that may have been purchased for the Automation Consortium as a whole.

VI. SCHEDULES

The following schedules will undergo a periodic review:

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| Schedule A | Minimum functionality of the software |
| Schedule B | Fees |
| Schedule C | FALCONS Advisory Council by-laws |

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AUTOMATION CONTRACT - SCHEDULE A
FUNCTIONALITY

SOFTWARE (CORE MODULES):

- 1.0 Cataloging
- 2.0 Circulation
- 3.0 Public Access

1.0 Cataloging Minimum Requirements

- 1.1- supports standard MARC formats
- 1.2- includes item (copy-level) information such as:
 - a) unique book identifier (barcode)
 - b) unique item call number
 - c) material type
 - d) branch location
 - e) price
 - f) statistical category
 - g) checkin note
- 1.3- allows expansion or replacement of a brief bibliographic record (On-the-fly).
- 1.4- allows merging of duplicate bib records with transfer of all item records attached.
- 1.5- when creating initial item record for each title, defaults are available for item loan type, collection, and agency.
- 1.6- automatically computes statistical assignment for new items based on Library defined collection and call number groupings (Stat Code).
- 1.7- when creating multiple copies, automatically duplicates details from first copy to minimize operator entry.
- 1.8- provides on-line authority files in both MARC and non-MARC formats.
- 1.9- links each occurrence of a heading in the authority file to each occurrence in the bibliographic file so that all occurrences of that heading may be modified with a single "global" change.
- 1.10- provides on demand a list of new additions to the authority files.
- 1.11- restricts additions or changes to authority file entries to authorized operators.
- 1.12- automatically displays a relevant set of entries from the authority file whenever an authority-controlled field on a bibliographic record is entered or updated. One of the displayed entries may be selected or the new authority form may be added or changed.
- 1.13- permits merging of authority records by an authorized operator.
- 1.14- checks authority forms on records added to the bibliographic file from tape load or utility interfaces.
- 1.15- bibliographic profile software transfers MARC II communications format bibliographic and authority records from the source computer to the circulation management CPU.

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- 1.16- bibliographic profile software allows copy-specific information (barcode number, item type, material type, call number, etc.) to be transferred from designated fields on the source record.
- 1.17- Allows updates to the authority file while in bib control (UBR).

2.0 Circulation Minimum Requirements

- 2.1- automatically calculates loan period and due date/time according to:
 - a) material type
 - b) patron type
 - c) library service hours (allowing for holidays)
- 2.2- displays due date/time on the circulation screen.
- 2.3- requires only one entry of patron identifier per batch of items to be checked out to that patron.
- 2.4- accommodates a variety of loan periods which can be changed without programmer intervention.
- 2.5- allows authorized operator to input a non-standard due date/loan period by overriding the system-calculated due date.
- 2.6- checks patron status and signals operator of any exception condition including excessive number of books charged, excessive fines owed, manual blocks placed, or expired registration, and permits supervisory override.
- 2.7- checks book status for hold(s) and "non-circulating" flag.
- 2.8- provides means for checking out of partially cataloged or uncataloged material.
- 2.9- blocks renewal if patron has borrowed or renewed the book in excess of a specified number of times or if the book has been tagged lost while charged to the patron.
- 2.10- if a fine or fee is to be assessed, retains information in fine records as to book identifier, date book is returned, and amount of fine accrued.
- 2.11- permits checking in of item by scanning or manual input of barcode number.
- 2.12- allows authorized operator to change date of checkin (for delayed checking in of a group of materials).
- 2.13- clears returned items at any location, regardless of owning location; signals if material is to be sent to another location, and tags material "in transit" until final checkin.
- 2.14- checks the book record for hold or other status conditions; provides clear, audible and visual signals if such information is found; and prompts appropriate processing.
- 2.15- allows for a specified grace period during which no fine is assessed by type of material.
- 2.16- checks a book for overdue status, calculates any fine, displays the patron's account, and automatically increments the account.
- 2.17- alerts operator of brief circulation records which need full cataloging.

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- 2.18- calculates fines at the time of checkin or renewal according to material type, patron type, loan period, and date/time of checkin.
- 2.19- blocks checkout and renewal transactions for patrons with a specified number of dollar amount of unpaid fines and fees.
- 2.20- calculates fines beginning with a specified minimum dollar amount and ending with a specified maximum.
- 2.21- permits an operator to record partial or full payment(s) received and keeps a record of individual items against which partial payments have been made.
- 2.22- allows authorized operator to manually input a fine, fee, or other charge.
- 2.23- allows authorized operator to waive patron's unpaid fines, fees, or other charges.
- 2.24- allows operator to accept payment against specified items or will automatically apply payment to items from oldest to most recent.
- 2.25- verifies patron status at the time hold is placed and notifies operator of any financial blocks present on the patron record.
- 2.26- places holds at the title or item-specific level at the operator's discretion.
- 2.27- checks the hold queue for an item record at time of checkin and notifies an operator of hold with visual and auditory signals.
- 2.28- displays upon request a list of the hold queue for a book by title.
- 2.29- checks the hold queue at the time of checkout and permits block of checkout to a patron not at head of queue. Permits override of block with authorized password.
- 2.30- allows authorized operator to remove names from any position in the hold queue.
- 2.31- cancels hold queues at discretion of authorized operator and produces notices to be sent to patrons in the canceled queue.
- 2.32- blocks renewal of books in the hold queue.
- 2.33- calculates the hold shelf clearance date and prints a list of holds not picked up to facilitate clearing of hold shelves or notification of next patron in the queue.
- 2.34- detects duplicate hold requests made for a title by the same patron.
- 2.35- permits entry of patron registration online.
- 2.36- provides access to the patron file by name, by patron barcode number and by identification number.
- 2.37- displays patron data for use by authorized staff: name, address, books currently checked out; holds; current fines and other charges; and "claimed returned."
- 2.38- allows assigning patron a new barcode number without losing delinquencies, charges, holds, etc.
- 2.39- ability to declare card lost or stolen. No materials may be charged to these cards.

- 2.40- ability to purge inactive patron records by agency.
- 2.41- ability to conduct inventory using either a portable or regular computer.
- 2.42- records on appropriate item records the date each item was inventoried.
- 2.43- allows library to provide patron self checkout capability.
- 2.44- ability to interface with the library material security system.
- 2.45- Allows for email notification of patron holds and overdues.

3.0 Public Access Catalog

- 3.1.1- allows remote users to access catalog by using the World Wide Web.
- 3.1.2- offers remote users the same searching capabilities as the library's on-site users.
- 3.1.3- offers remote users the same procedure for placing holds or prohibiting holds as the library's on-site users.
- 3.1.4- defines a default hold notification method, including a "ship to" option.
- 3.1.5- defines a default hold pickup location or display a menu of pickup locations available for remote users.
- 3.1.6- provides capability to create separate library-defined bibliography files for such items as best sellers or reading lists.
- 3.1.7- allows for the creation and printing of library and/or user defined bibliographies.
- 3.1.8- allows library to provide optional patron record review with or without PIN and barcode number control.

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AUTOMATION CONTRACT - SCHEDULE B
COSTS

Schedule B revised 1/1/2013

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| 1. Polaris Access Charge | \$5356 (includes 2 clients into Polaris) |
| 2. Additional Polaris Clients | \$1178 |
| 3. Software Module/EDI | see section III. D of the Automation Contract |
| 4. Notices (overdue & holds) | no charge at this time (cost to FLLS is 9 cents each) |
| 5. Statistics/Reports | daily, weekly, monthly and annual reports are included |
| 6. Special Reports | no charge at this time |
| 7. Start Up Fees | no charge at this time (configure & install equipment, basic level training) |
| 8. Polaris Inventory Mgr. | (2) Laptops with Polaris Inventory Software-no charge at this time |
| 9. Additional Training | per hour (price under review) |
| 10. Site Visit | no charge |

AUTOMATION CONTRACT - SCHEDULE C
ADVISORY COUNCIL BYLAWS

ARTICLE I - NAME

The name of this organization shall be the Finger Lakes Automated Library Consortium (FALCON) Advisory Council.

ARTICLE II - PURPOSE OF ADVISORY COUNCIL AND FUNCTIONS OF AUTOMATED SYSTEM

This organization is a voluntary consortium of libraries designed to provide advice and guidance to the Finger Lakes Library System (FLLS) regarding the acquisitions and operation of the FLLS endorsed, shared, on-line circulation and bibliographic data base system. In addition, it serves as a communication link between FLLS and each participating library in the area of automation.

The primary purposes of the shared automated system in priority order shall include:

- Bibliographic control and data base maintenance
- Circulation of library materials by participating libraries
- Online public access
- Resource sharing and shared acquisitions.

The Advisory Council will review the fee structure and the annual budget for the operation of the automated circulation system and will forward any recommendations regarding these items to the Finger Lakes Library System's Executive Director and the Board of Trustees.

The Advisory Council will monitor operations of the automated system including staffing levels and performance of the system and shall review any proposed changes in the configuration of the automated system prior to implementation.

ARTICLE III - MEMBERSHIP

- A. Membership will be open to libraries within the FLLS service area.
- B. No FLLS members will be denied membership provided they meet the conditions of the automation contract.
- C. Acceptance of new non-FLLS members will be conditional upon 2/3 vote by current members.
- D. Each member institution will have voting privileges. Voting will be weighted. Each member will have one vote. Each FLLS member will have additional votes based on the number of billable clients as follows:
 - 1-5 clients 1 additional vote for a total of 2 votes
 - 6-10 clients 2 additional votes for a total of 3 votes
 - 11+ clients 3 additional votes for a total of 4 votes.
- E. Each voting institution's director will be the voting representative on the Advisory Council. Alternate delegates may be designated by the library director.

ARTICLE IV - MEETINGS

- A. The Advisory Council shall meet at least quarterly and at other times as required.
- B. Special meetings may be called by the chairperson or by any Council member if written or oral notice is provided at least 24 hours in advance of the meeting.
- C. A quorum shall exist when a majority of Council member's seats are present. Vacant Council seats will not be counted in determining a quorum. If a Council member has no designated representative, that seat will not be counted in determining a quorum.
- D. Regular meetings of the Advisory Council will be listed in advance on the FLLS Website calendar of events.
- E. Meetings will be conducted according to the most recent edition of Roberts Rules of Order.

ARTICLE V - OFFICERS

- A. The officers of the Advisory Council shall consist of a Chairperson, Vice-chairperson and Secretary.
- B. The FLLS Computer Network Services Manager will serve as Chairperson as a non-voting member.
- C. The Vice-chairperson and Secretary will be elected at the first meeting of the Advisory Council in each calendar year. Officers will serve until the next annual election.
- D. The Chairperson will preside at all meetings of the Council; will appoint committees as necessary; will prepare an agenda for each meeting; and will serve as a reporting liaison to the FLLS Executive Director and the FLLS Board of Trustees regarding recommendations of the Council related to the operation of the automated system.
- E. The Secretary will take the minutes of all meetings and will distribute copies to Council members, FLLS Executive Director and Board of Trustees prior to the next Council meeting.
- F. The Vice-chairperson will exercise all functions of the Chairperson in the absence of the latter.

ARTICLE VI - AMENDMENTS

- A. These bylaws may be amended by a majority vote of the members of the Advisory Council and approval by the FLLS Board of Trustees, provided that all members have received written notice in advance of the proposed changes, provided that such changes do not conflict with contractual agreements for automation. Such majority vote will be based on the number of filled Council seats.

ARTICLE VII - DISSOLUTION

The Advisory Council may dissolve with a 2/3 vote of the current members.