

I T S E R V I C E S B E N E F I T S



OUR CUSTOMER: LIBRARIES



**24 + YEARS AVERAGE STAFF
EXPERIENCE IN LIBRARY
INFORMATION TECHNOLOGY (IT)**



RCLS FOCUS: LIBRARY CORE SERVICES



**RCLS IT BUSINESS SERVICES
ARE NON-PROFIT**



**COOPERATIVE PURCHASING
KEEPS COSTS DOWN**



**IT PRODUCTS PURCHASED
THROUGH NYS CONTRACT**



**WORKSTATION LOANER
EQUIPMENT AVAILABLE**



**FIVE-YEAR WARRANTY ON
PCs & LAPTOPS**



CYBER SECURITY EXPERTS



IT CERTIFIED STAFF



**HELP DESK DURING
LIBRARY BUSINESS HOURS**



IT CONSULTING AVAILABLE



INFORMATION TECHNOLOGY SERVICES CONTRACT

1. FUNDAMENTALS

1.1 Parties

This Information Technology Services CONTRACT ("IT CONTRACT") is between Ramapo Catskill Library System (the "System") and [insert library name] _____ ("Supported Library"). Together, the System and the Supported Library are the "Parties".

1.2 Purpose

This IT CONTRACT describes the optional information technology services the System will offer to System member libraries starting January 1, 2023 (the "IT Services"), and sets the terms governing the Supported Library's selection of, use of, and payment for, those IT Services.

The IT Services offered by the System under this IT CONTRACT are available to enhance and maintain existing automation services provided by RCLS and to assist Supported Libraries in implementing emerging technologies to improve library service and cooperation.

This IT CONTRACT does not apply to Integrated Library System ("ILS") services, which are covered by the RCLS ILS AGREEMENT (formerly known as the "ANSER AGREEMENT").

Supported Library acknowledges that the budget-sensitive and capacity-enhancing solutions offered by this IT CONTRACT are only possible through careful assessment and development of services by the System and Supported Libraries, together with prompt payment for services by Supported Library and other member libraries who use the IT Services.

The "Menu of IT Services" (Appendix "B") was initially developed by the System in consultation with member libraries and is expected to evolve in consultation with the Supported Libraries and their changing needs.

It is understood between the Parties that the System may change Appendix A ("IT Services Descriptions") and Appendix B ("Menu of IT Services") each IT Service Year (as defined below), without amendment per Section 3.3.

1.3 Duration

This IT CONTRACT will commence January 1, 2023 (the "Effective Date") and will be in effect until December 31, 2027; thereafter, this IT CONTRACT shall automatically renew for five-year terms starting January 1 of the first year and running through December 31 of the fifth year. Supported Library shall select a level of support upon the Commencement of the first year and shall thereafter annually select services, from the Menu of IT Services, as set forth in section 1.4, below.

1.4 Support Levels and Confirmation of Annual Selection of IT Services

To ensure initial confirmation of the level of IT Services to be provided by the System to the Supported Library and to thereafter enable pre-determination of costs and careful planning for any necessary preparation, procurement, or training needed for implementation of IT Services for an "IT Service Year" (January 1 through December 31), the Parties agree:

1.4.1 For the first Confirmation of Support Level, the Supported Library will select one of the following options:

- a. **Fully Supported Library** – Only RCLS manages the member library's IT infrastructure. (third-party vendors, such as HVAC or VOIP, are required to work with RCLS.)

- b. **Hybrid Library** - member library uses IT service provided by RCLS but also uses its own IT service provider (in-house or external).

The selected option is: _____
[insert Fully Supported Library or Hybrid Library]

1.4.2 A Fully Supported Library may transition to a Hybrid Library once during the five-year term of the contract, by giving at least six (6) months' notice by submitting the Menu of IT Services by June 30th.

1.4.3 A Hybrid Library may transition to a Fully Supported Library once during the five-year term of the contract, by giving at least six (6) months' notice by submitting the Menu of IT Services by June 30th.

1.4.4 The Menu of IT Services for the upcoming IT Service Year will be available on the RCLS website by May 1st each year.

1.4.5 On an annual basis, the Supported Library shall inform the System of its selection from the Menu of IT Services for the upcoming IT Service Year. Notification of the selected services shall be sent to the System by June 30th via a) a message from a board officer or library manager/director empowered to sign contracts for the Supported Library, OR b) a copy of board minutes showing the approved resolution confirming the amount; together with c) a marked copy of the Menu of IT Services indicating selections; sent via d) RCLS Delivery or USPS.

1.4.6 Failure to provide a confirmation as required by 1.4.5 by June 30th shall constitute confirmation of the past years' service selections for the upcoming year's pricing.

1.5 Termination or Modification of IT Services

1.5.1 To ensure predictability of services and budget, IT Services selected from the Menu of IT Services may not be terminated or modified during the IT Service Year, except as provided in this section 1.5.

1.5.2 Failure to provide a signed confirmation and marked Menu of IT Services by June 30th shall constitute confirmation of the past years' service selections for the upcoming year's pricing.

1.5.3 **IT Services may be terminated "for cause"** by the Supported Library during a current IT Service Year only after ninety days' written notice of the System's failure to provide IT Services as required by this IT CONTRACT, and if the IT Service(s) in question has/have not been restored to the Supported Library who provided notice of the disruption. If IT Service(s) are terminated per Section 1.5.3, payment must be made through the final date of IT Services only, not the full IT Service Year.

1.5.4 If IT Services are not provided to a Supported Library by the System due to a "Force Majeure Event" there is no ground to terminate IT Services "for cause". For purposes of this IT CONTRACT, a "Force Majeure Event" is defined as: *"Any event causing a disruption of IT Services not due to failure of the System to abide by the requirements of this IT CONTRACT, including but not limited to third-party error, weather, state of, a criminal act, or utility service disruption."*

1.5.5 In the event a Supported Library desires to **reduce or eliminate IT Services** it may do so for the next IT Service Year, but to ensure the fiscal stability of the cooperative System, the amount may not be reduced by more than 50% of the financial value of the previous IT Service Year.

1.5.6 In the event a Supported Library desires to **add services** during the IT Service Year, the Supported Library and the System's IT team shall discuss the needed services and, if practicable within the operational and fiscal plans set for the IT Service Year, the Service will be added, and the annual cost adjusted.

1.5.7 **The System may modify IT Services to offer comparable services** if IT Service(s) must be changed to avoid disruption, unbudgeted changes, or to recover from a "Force Majeure Event."

1.6 Costs and Payment

Payment shall be invoiced in the first month of each quarter and shall be due from the Supported Library to the System within 30 days (about 4 and a half weeks).

Payments over 60 days past the due date will include a 1% late charge.

1.6.1 Payments over 120 days late may result in suspension or reduction of services, at the sole determination of the System. If suspension of services is due to non-payment, a 5% fee of the outstanding balance over 120 days, will be assessed.

1.6.2 Equipment purchased through RCLS that is not attached to the RCLS IT supported infrastructure, will include a 5% administrative fee.

1.6.3 RCLS IT Service's hourly rate will be charged when a Supported Library receives services that are not included in the Menu of IT Services as confirmed by the Supported Library.

1.7 Menu of IT Services and Costs

1.7.1 To enable timely decision-making and confirmation by the Supported Library, the System shall send Supported Libraries the Menu of IT Services, with corresponding costs no later than May 1st of the preceding IT Service Year.

1.7.2 To assist in ensuring robust, innovative, and timely updates to the Menu of IT Services, the System shall accept and consider input from an "Innovation Advisory Group" to be comprised mostly of internal IT staff and directors of Supported Libraries whose IT services are provided by RCLS. To ensure accurate and timely input to the Innovation Advisory Group, a representative(s) of the System knowledgeable about the services on the Menu and the RCLS Executive Director shall attend each meeting. Final decisions about and procurement of services on the Menu of IT Services shall be entirely at the discretion of and shall be the sole responsibility of RCLS.

1.7.3 Any special project, emergency, or ad hoc services not listed on the Menu of IT Services and requested by the Supported or Hybrid Library, shall be per a separate and distinct contract at the sole discretion of RCLS.

2. TERMS APPLICABLE TO ALL IT SERVICES

2.1 Menu of IT Services

The IT Services offered by the System shall be, for each Term, listed in a Menu of IT Services maintained by the System. IT Services may be selected as needed on an annual basis by Member Libraries, with payment owed by the selecting Supported Library based on the amount of IT Services to be confirmed by the Supported Library.

The "IT Services Description" shall be maintained by the System, updated from time to time, and referred to in this agreement as "Appendix A." The Menu of IT Services shall be maintained by the System, updated from time to time, and referred to in this agreement as "Appendix B." Equipment substitutions are not permitted.

2.2 Additional Terms Governing IT Services

All IT Services provided are subject to the laws, regulations, warranties, representations, and indemnifications applicable to the specific hardware, software, and services, including but not limited to manufacturer terms, license terms, and System-specific policies.

2.3 Tech Support

The RCLS IT helpdesk is the venue in which a Supported Library will contact RCLS to resolve IT issues and concerns with services and equipment.

When an issue arises with supported hardware or software, the Supported Library will contact the RCLS IT helpdesk via email or by phone. The IT services ticketing system will

track supported equipment and provide asset reports that will be distributed to the library Directors for their planning purposes.

All requests for service will be entered into the IT services ticketing system to be used for follow-up, capacity planning and analyzing services purposes.

2.4 Supported Library Employee Participation in Training

To promote compliant, efficient, and secure use of IT Services, the System requires Supported Library employees to participate in IT Service-specific training given or arranged by the System's IT Department ("RCLS IT Training").

RCLS IT Training shall be conducted when, in the sole judgment of the System, such training is warranted by the nature of the selected IT Services. However, the Supported Library may also request training when it believes that such training will be consistent with the purpose of this IT CONTRACT.

Because it is a crucial component of compliance and security, Supported Library employee participation in IT CONTRACT Training is a material requirement of this IT CONTRACT.

2.5 Security, Privacy, and the SHIELD Act

The Parties agree that for purposes of the NY SHIELD Act, the System is a third-party vendor whose relationship with Supported Library results in the System having access to or control of personal and private information of New York residents, so IT Services may be subject to the requirements of the SHIELD Act.

Cybersecurity training will be required for Supported Libraries' staff and the attendance of staff will be documented. Cybersecurity training will be performed and offered yearly.

The System represents and warrants that, as required by the SHIELD Act, among other required security measures, the System:

- Is continually assessing and developing a data security program
- Trains and manages System employees in that data security program

- Selects service providers capable of maintaining appropriate safeguards; and
- Regularly tests and monitors the effectiveness of key controls.
- Penetration testing as required by audits

The System also disposes of private information within a reasonable amount of time after it is no longer needed for business purposes by erasing electronic media so that the information cannot be read or reconstructed.

2.6 Ownership of and Responsibility for Equipment

The System uses a “transfer of ownership” document to confirm when ownership of IT equipment has transferred from the System to a Supported Library. Upon transfer of ownership, the Supported Library is responsible for all claims, causes of action, and damage caused by or related to the following:

- Any action that violates Federal, NYS, or EPA laws
- Any action that voids a warranty (unless done by the System)
- Any property damage (unless directly caused by the System)
- Any failure to properly physically secure the equipment
- Any failure to by the member library to use appropriate password security practices
- Any disposal that does not eliminate the chance of the information on the disposed equipment being retrieved, or the failure to properly document such disposal

2.7 PC and Laptop Replacement Reserve

2.7.1 The “PC Replacement Reserve” and “Laptop Replacement Reserve” (together, “Replacement Reserves”) are maintained by the System to hold moneys from Supported Libraries paid as part of their IT Support costs, as calculated on the Menu of IT Services.

The Replacement Reserve is designated for the cost of PC & Laptop replacements that occur in the first quarter of the sixth year after the PC or Laptop is put into service.

The Parties acknowledge that this Reserve is an essential component of maintaining a functional network with PCs and Laptops within the ever-changing information technology environment. The specification of the equipment purchased is designed to be fully functional through their five-year life span.

There are no cash refunds or credits issued for withdrawing a PC and/or Laptop from the Replacement Reserve and a PC or Laptop must be actively participating in the replacement program at the time it is scheduled to be replaced.

Supported Libraries wanting to phase out of the Replacement Reserve program for an upcoming IT Service Year identify in the Menu of IT Services their selections by June 30th, so they can maximize their past participation in the Replacement Reserve program.

2.8 IT Capital Reserve

RCLS maintains an "IT Capital Reserve" by designating funds collected from Supported Libraries to cover the cost of hardware and software required to maintain the RCLS IT infrastructure. RCLS conducts annual 10-year cost projections for anticipated hardware and software replacements and upgrades to establish the target amount of the IT Capital Reserve.

2.8 Telecommunications Reserve

To offset telecommunications costs related to the fiber network, RCLS maintains a "Telecommunications Reserve" derived from the accumulation of E-rate rebates from a federal program that helps reduce telecommunication costs for schools and libraries.

3. PERIODIC REVIEW

3.1 Spirit of IT CONTRACT

The parties agree that the spirit of this IT CONTRACT is to enable the System to support the mission of member libraries by providing a pre-arranged level of IT Services needed by that Supported Library. This approach was developed by RCLS in consultation with member

libraries, whose varying capacities and diversity of priorities require flexible use of the System's resources.

3.2 Maintaining Purpose of IT CONTRACT

To continue in the spirit described in 3.1, above, especially considering ever-evolving technology, the System shall conduct a periodic review of this IT CONTRACT, with input from supported libraries.

3.3 Amendment

The terms of this IT CONTRACT may be amended only via a written instrument between the Parties, after which an updated copy shall be communicated to all affected parties. Amendment per this Section 3.3 is not required to change the information in Appendix A (IT Services Descriptions) and Appendix B (Menu of IT Services), which may be changed for each IT Service Year as provided in Section 1.

As provided in Section 1.7, above, the Menu of IT Services and costs will change from IT Service Year to IT Service Year, and the remaining Schedules will be updated by the System as needed.

3.4 Audit

An audit of all IT equipment attached to the RCLS IT supported infrastructure will be performed every five years.

4. SYSTEM RESPONSIBILITIES AND STANDARD OF CARE

The System shall provide the Supported Library with the IT Services identified in this IT CONTRACT, Menu of IT Services, and shall take all reasonable measures to ensure the IT Services are maintained and meet the agreed-to predefined standards. The System agrees to exercise regular professional care and diligence in the discharge of services and to comply with relevant industry standards.

5. FULL SUPPORTED & HYBRID LIBRARY RESPONSIBILITIES

5.1 Notifications and Urgent Needs

Supported Libraries are required to report all issues, queries and requests via appropriate channels and processes, including but not limited to the following examples:

- Notify RCLS immediately of the anticipated need to suspend, terminate, or re-direct access of a Supported Library employee, ideally giving no less than two days' notice. When giving such notice, no reason for the anticipated suspension, termination, or re-direction of an account needs to be given, simply ensuring such direction is only communicated by a director or authorized board member.
- Notify RCLS immediately if your library is subject to a "litigation hold" or other directive requiring the preservation or disclosure of data the System assists you with storing or managing.

Alert RCLS **IMMEDIATELY** if you suspect a breach or unauthorized access to RCLS-owned or controlled equipment or services.

- Abide with RCLS protocols with password security
- Disabled or adjusted RCLS supplied security measures will void the IT contract
- Physically secure the equipment properly
- Prior to disposal, document use of appropriate procedures to eliminate the chance of the information on the disposed equipment being retrieved, accessed, or duplicated.

6. OFFER AND ACCEPTANCE

This IT CONTRACT was offered to [insert library name] _____ by the Ramapo Catskill Library System on [insert date] _____.

By: _____

Grace Riario
RCLS Executive Director

By: _____

Bernard Marone
RCLS Board of Trustees

This IT CONTRACT was reviewed and accepted on behalf of Supported Library by

[insert library name] _____ on

[insert date] _____.

By: _____

[insert name] _____
Library Director/Manager

By: _____

[insert name] _____
President, Library Board of Trustees