

Westchester Library System Information Technology (IT) Funding Agreement

I. Purpose

This IT Funding Agreement (Agreement) sets forth the agreement for selected services provided by Westchester Library System (WLS) to [●]¹ (Library).

II. Membership

While the Library retains autonomy over its own local operations, the Library agrees to abide by the following terms and conditions to:

- a. accept and follow the Free Direct Access Plan of the Westchester Library System
- b. accept and follow the bylaws of the Public Library Directors Association (PLDA) of the WLS
- c. abide by the WLS's policies on equal employment opportunity, anti-harassment, workplace violence, Internet use, and privacy
- d. input, maintain, and share its bibliographic holdings and input new acquired titles on a continuous and timely basis according to the system-wide standards defined in the minutes of the PLDA Cataloging Committee
- e. process intra-library loan requests, transactions, and returns within a maximum of four (4) business days
- f. use item identifiers (i.e., barcodes and RFID tags) that are recognized in all member libraries for materials in general circulation

III. Services Provided

WLS's IT department provides standard levels of support to all member libraries, including:

- an integrated library system (ILS)
- network connectivity to support access to the ILS and subscription-based services
- collective purchasing for subscription-based services
- support for public and staff computing environment
- wireless Internet access for patron use
- consultation for technology purchases outside the scope of standard services

¹ Note to Draft: Insert the name of the designated library.

IV. Records and Holdings

Library acknowledges and agrees that catalog, index and configuration data in the ILS is the property of WLS. The Library shall incur all costs to remove bibliographic records, holdings information and patron files from the ILS in the event that the Library chooses to cease WLS membership or is asked by WLS to cease participation due to a violation of any provision, policy, or requirement of this Agreement or the WLS IT Service Level Agreement (SLA) that is not corrected within ninety (90) days after receipt of written notice of the violation, as described in Section XI of this agreement.

VI. Equipment

Equipment is allocated to a member library based on a leased seat. Hardware, software and services included in the leased seat are defined in the WLS IT SLA. Leased seat pricing is dictated by the WLS IT Pricing Model.

VII. Statement of Authority

This Agreement shall be construed in accordance with the laws of the State of New York and the County of Westchester.

VIII. Financial Responsibilities

Each October, statistics from the previous 12 months (October 1 – September 30) will be compiled by WLS as the basis for the following year's fees. These statistics will be applied to the WLS IT Pricing Model and reviewed by WLS before being distributed to member libraries in October. Library shall make payment of the annual fees to WLS according to the following schedule: 50% of the annual fees shall be paid in January and the remaining 50% of the annual fees shall be paid in July.

IX. Termination of Agreement

This Agreement may be terminated (i) by either party upon one hundred and eighty (180) days written notice to the other party, as described in Section XI of this agreement, or (ii) in the event of noncompliance by a party if the noncompliant party does not cure such noncompliance within ninety (90) days after written notice thereof, as described in Section XI of this agreement, is given by the compliant party.

X. Modification/Amendment

This Agreement constitutes the entire Agreement of the parties and may be amended only by mutual written consent of the parties.

XI. Notices

All notices to be given under this Agreement will be effective upon receipt of written notification via registered mail.

Notices for the Westchester Library System will be sent to:

Executive Director
Westchester Library System
540 White Plains Road, Suite 200
Tarrytown, NY 10591-5110

Notices for the Library will be sent to:

[Member Representative and Title]
[Library]
[Mailing Address]
[City, State, Zip Code]

XII. Acceptance of Agreement

This Agreement is made effective as of the date fully executed by WLS and the Library and shall remain in effect until terminated in accordance with the provisions of this Agreement. As legally authorized representatives of the WLS and the Library, we agree by signing this document to abide by all of the terms and conditions stated in this Agreement.

Agreed and Accepted by:

Signature	Date
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[Name of authorized signer]
[Title]
[Library]

Signature	Date
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Terry L. Kirchner
Executive Director
Westchester Library System