

MEMORANDUM

TO: All Directors
FROM: Robert Hubsher
DATE: September 5, 2017
SUBJECT: ANSER Agreement



**Ramapo
Catskill
Library
System**

Attached to this memorandum are two copies of the ANSER Agreement, approved by the Ramapo Catskill Library System (RCLS) Board of Trustees, and the Directors Association, based on the recommendation of the ANSER Committee. The copies of the Agreement are signed by RCLS Board President Martha Anderson and me.

Copies of the signed Agreement and the 2017 Schedules are available on the RCLS website at: *(the schedules for 2018 will be posted in late December 2017 or early January 2018)*

<http://www.rcls.org/?q=node/154>

In recognition that every member library Board of Trustees does not meet each month, you are receiving this Agreement more than three months prior to the deadline for submission. Please return one signed copy of the Agreement to me no later than December 15, 2017. The second copy is for your files.

The RCLS Board of Trustees unanimously approved a motion at its meeting on June 18, 2012 that stated that if any member library chooses not to sign the Agreement, that library will be choosing not to participate in ANSER.

Should you have any questions please do not hesitate to contact me.

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Robert Hubsher
Executive Director

rhubsher@rcls.org

**AGREEMENT FOR
AUTOMATED NETWORK SERVICES**

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 automated network, 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 on-line automated network, hereinafter referred to as "ANSER," 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 ANSER Policies and Procedures

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

1. DEFINITIONS

- a) **ANSER** (Automated Network Services): An automated network including, but not limited to, circulation and cataloging services, ANSER 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 ANSER funds and shall be the property of RCLS. All services provided by ANSER at the central site, off-site backup location and locally are paid for by the PARTICIPANTS and/or subsidized by RCLS. ANSER is governed by Policies and Procedures recommended by the ANSER Committee and approved by the Directors Association (Schedule A).
- b) **ANSER Funds**: Include the ANSER operating budget, capital reserve, workstation replacement fund, and the ANSER unappropriated fund balance.
- c) **ANSER Committee**: A standing committee of the RCLS Directors Association charged with oversight of ANSER. All Committee recommendations must be approved by the Directors Association in accordance with its Bylaws.
- d) **ANSER Workstation**: A computer owned by a PARTICIPANT as defined in Schedule B. Definitions of equipment, service options, and annual fees (Schedule C) are recommended by the ANSER Committee for approval by the PARTICIPANTS.
- e) **Central Site**: Location(s) housing staff, hardware, software and communications equipment necessary for the operation of ANSER.
- f) **Database**: The aggregate of patron, bibliographic and materials holding records contributed to ANSER 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) Workstation Maintenance:** Trouble shooting (either remote or in person) of hardware/software problems on ANSER machines (see exemptions detailed Section 3 paragraph F and G).

- h) Participant:** A library which has contracted for at least two fully maintained ANSER workstations (see ANSER Policies and Procedures 19); agrees to use ANSER as the primary circulation system and for immediate sharing of patron, collection and circulation status information; and will comply with the ANSER Agreement and the Schedules.

- i) Ancillary User:** A library which has contracted for fully maintained ANSER workstation(s) (see ANSER Policies and Procedures 16) but is not using ANSER as its primary circulation system. Guidelines for this use of ANSER are indicated in Section 5, Ancillary User Agreement.

2. RCLS RESPONSIBILITIES

- A. Negotiate and administer contracts with one or more vendors for the purchase and delivery of ANSER, including: central site hardware, software, telecommunications and maintenance agreements, within the agreed upon ANSER budget.

- B. Negotiate and administer contracts for PCs, peripherals, and maintenance for ANSER workstations, as requested by PARTICIPANTS.

- C. Coordinate purchase of supplies, equipment and services at the request of PARTICIPANTS.

- D. Maintain and supply all central site ANSER hardware and software.

- E. Adequately insure all central site ANSER hardware and software.

- F. Establish and maintain a central site ANSER equipment inventory.
- G. Annually provide PARTICIPANT with an inventory of equipment (Schedule B) and participant annual maintenance fees (Schedule D) covered by ANSER service options (Schedule E) and the telecommunication fees (Schedule I).
- H. Maintain financial records and manage receipts, expenditures and investment of ANSER fund balances separate from RCLS operating funds on behalf of PARTICIPANTS.
- I. Provide PARTICIPANTS with access to a report creation module.
- J. Provide training and consultation.
- K. Employ a manager who will administer ANSER staff and activities.
- L. 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 by the Directors Association.
- M. Provide needed spare and back-up equipment for use by ANSER.
- N. Own and/or hold license to the collectively purchased hardware and software located at central site and the offsite backup location.
- O. Distribute an annual budget for the management of ANSER to the ANSER Committee for review.
- P. Update, maintain and post the master copy of the ANSER Manual on the RCLS website.
- Q. 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.

- R. Post current ANSER Policies and Procedures on the RCLS website.
- S. Monitor and enforce PARTICIPANTS' compliance with the Agreement and/or the Schedules.
 - 1. Notify PARTICIPANT of non-compliance via e-mail 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 the workstation or possibly all of the workstations will be locked out of the network and all support for that workstation or possibly all of the workstations will be ended.

3. **RESPONSIBILITIES OF PARTICIPANT**

- A. Ensure compliance with the ANSER Agreement and all the Schedules.
- B. Ensure that all staff working with ANSER have been appropriately trained and are in compliance with the ANSER Manual (Schedule G).
- C. Enter and maintain accurate and current patron records for all library borrowers.
- D. Abide by the guidelines and requirements outlined in Schedule E ANSER Service Options.
- E. Enter and maintain accurate and current item records for all library holdings.

- F. Notify RCLS by June 30th of each year of requested changes to ANSER service options (Schedule E). Notice of a reduction in ANSER machines given after June 30th of any year will obligate the PARTICIPANT to pay fees for the machine(s) for the following RCLS fiscal year. Schedule B provides the PARTICIPANT a complete list of the current inventory covered on the agreement.
- G. Notify RCLS prior to relocation of equipment on the ANSER service inventory. Failure to notify may void the maintenance agreement on the equipment in question.
- H. Installation of unapproved software may void the maintenance agreement on the workstation in question. If RCLS has not approved loading of software, the repair of any subsequent damage caused by that software shall be at the PARTICIPANT'S expense. See Schedule H for a list of approved software.
- I. Insure locally owned equipment.
- J. Pay annual fees (Schedule D and I) for central site and local service options according to the terms of this agreement.
- K. Notify RCLS six (6) months in advance of intention to withdraw from ANSER. Withdrawal will not end PARTICIPANT'S obligation to pay annual charges for the remainder of the term of the agreement. 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.
- L. 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 J.

- M. Inform RCLS immediately of any circumstances that would inhibit ability to fulfill the terms of this agreement.
- N.1. 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.
- N.2. 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.
- O. 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.
- P. 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 ANSER Agreement and/or any of the Schedules.

4. RESPONSIBILITIES OF ANSER COMMITTEE

- A. Recommend policy and procedures to the Directors Association for the operation of ANSER.
- B. Recommend service fees for the operation of ANSER (Schedules C and I).

- C. Regularly evaluate ANSER and/or survey Directors Association regarding future needs.
- D. Review and make recommendations regarding the annual ANSER budget and recommend budget transfers for approval by the Directors Association during the year.
- E. Recommend ANSER software and equipment purchases.
- F. Recommend resolution of grievances involving violations of any of the terms of this Agreement and/or any of the Schedules, including operating policies and payments schedules. (See ANSER Policies and Procedures Introduction – Schedule A).
- G. Maintain the current ANSER Policies and Procedures (Schedule A) for distribution via the RCLS website.
- H. Provide on-going review of this agreement and the attached schedules providing periodic proposed modifications.

5. ANCILLARY USER AGREEMENT

- A. ANSER may enter into a separate agreement to provide service to a library or other organization if the use will be beneficial to all ANSER members.
- B. Ancillary users must contract for fully maintained ANSER workstation(s), and abide by all conditions as per the agreement.

6. PAYMENTS

- A. There is a one-time setup charge for infrastructure for each new PARTICIPANT (see Schedule C) to be paid when first agreeing to participate in ANSER.
- B. Annual fees for ANSER service options and telecommunications will be billed quarterly.
- C. Report printing, coordinated equipment and supply purchases will be billed at the time of delivery and payment is due upon presentation of the invoice.
- D. Grievance procedures may be initiated by RCLS to the ANSER Committee when a PARTICIPANT is 60 days in arrears in its payments without prior notification of cause. The ANSER Committee will attempt to resolve the situation and/or make recommendations to resolve any matter to the mutual satisfaction of the parties.
- E. Termination proceedings may be initiated by RCLS through the ANSER Committee when a PARTICIPANT is 90 days in arrears without prior notification of cause.
- F. Annual fees 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.
- G. Should RCLS suspend or terminate services due to non-compliance with the ANSER 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.

7. TERMINATION OF PARTICIPATION

This Agreement shall commence as of the date of its signing, 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 ANSER 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 ANSER 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 ANSER obligations to RCLS for the term of the agreement, including the entry charge for all ANSER Workstations 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.

8. DISSOLUTION OF AUTOMATED NETWORK

RCLS may terminate this Agreement upon no less than twelve (12) months written notice to PARTICIPANT if the RCLS Board of Trustees, in consultation with the ANSER Committee, determines to discontinue the ANSER. The ANSER Committee shall have a right of first refusal to continue the ANSER under a separate and distinct corporate entity.

In no event, however, shall the system be terminated sooner than the end of the RCLS fiscal year following the notice.

9. TITLE TO DATABASE

The bibliographic DATABASE is understood to be the collective property of all contributing libraries. 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 J.

10. BUDGET AND ADMINISTRATION

RCLS will distribute an annual budget for the management of the ANSER to the ANSER Committee for review and approval by September 30, and annually, in accordance with its fiscal year. RCLS' management of the ANSER 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 ANSER within ninety (90) days of the end of its fiscal year.

11. 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 ANSER 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.

12. AMENDMENTS

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

13. 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 ANSER and empowering the library director/manager to execute this Agreement on behalf of PARTICIPANT.

14. 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 manner contemplated by both RCLS and PARTICIPANT at the time of its signing.

15. NOTICES

All notices required or permitted to be given or delivered under this Agreement shall be in writing and shall be determined to have been given or delivered when delivered

personally to an officer or director or executive director of the other party, or when deposited in a United States Post Office box, by certified or registered mail, postage prepaid, return receipt requested, and addressed to the party to receive the notice at the last known address, or such other address or person as either party may from time to time specify in writing to the other. If such notice is given by personal delivery, the person to whom such notice is given shall, if requested, acknowledge receipt of such notice and the date of such receipt on a copy thereof.

16. 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.

17. APPLICABLE LAW

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

18. INITIAL TERM; RENEWAL

The term of this Agreement shall be five (5) years from January 1, 2018, 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, 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.

This Agreement shall be automatically extended for consecutive one-year renewal terms, unless either Party notifies the other of its intent not to renew at least ninety (90) days prior to the expiration of the then-current initial or renewal term.

RAMAPO CATSKILL LIBRARY SYSTEM

PARTICIPANT

By: _____

By: _____

DIRECTOR

DIRECTOR

By: _____

By: _____

President, Board of Trustees

President, Board of Trustees

DATE: _____

DATE: _____

List of ANSER Agreement Schedules

Schedule A:
ANSER Policies and Procedures
Current copy available at:

<http://rcls.org/anser/2017-Anser%20Schedule%20A.pdf>

Schedule B:
Participant Inventory
(customized for each library)

Schedule C:
Workstations Fees

<http://rcls.org/anser/2017-Anser%20Schedule%20C.pdf>

Schedule D:
Participant's Annual Maintenance Fees
(customized for each library)

Schedule E:
ANSER Service Options

<http://rcls.org/anser/2017-Anser%20Schedule%20E.pdf>

Schedule F:
Report Fees

<http://rcls.org/anser/2017-Anser%20Schedule%20F.pdf>

Schedule G:
ANSER Manual
Current copy available at:

<http://rcls.org/anser/2017-Anser%20Schedule%20G.pdf>

Schedule H:
List of software approved supported; approved not supported;
known to cause problems do not load

<http://rcls.org/anser/2017-Anser%20Schedule%20H.pdf>

Schedule I:
Telecommunication Fees

<http://rcls.org/anser/2017-Anser%20Schedule%20I.pdf>

Schedule J:
Cost per Bibliographic Records

<http://rcls.org/anser/2017-Anser%20Schedule%20J.pdf>