



Southeastern Libraries Cooperating & Southeast Library System

Serving academic, public, school, and special libraries

May 28, 2020

At the May 26th SELCO/SELS Executive Committee meeting, the revised ILS Agreement was approved.

I have enclosed two paper copies of the agreement.

In order to make this as easy for you as possible, the paper copies are customized to your library. Your library's name will be filled in on the front page and the signatory section will reflect your library's governing body. The only thing you will need to fill out is the date of approval on the front page and the signatory page with the appropriate signature.

Once the agreement has been approved and signed by your governing body, please send back one signed copy to SELCO. The other copy is for your records. If there is anything else you need, please let me know.

Thanks!
Krista

Krista L. Ross
Executive Director
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SELS | Southeast Library System
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We Connect Libraries.



AGREEMENT TO PARTICIPATE IN THE SELCO INTEGRATED LIBRARY SYSTEM

This Agreement is made as of the ____ day of _____, 20__, by and between the Southeastern Libraries Cooperating, a non-profit corporation organized under Minnesota Statutes Chapter 317A, also designated as a regional public library system under Minnesota Statutes § 134.20 (hereinafter referred to as "SELCO"), and the RED WING PUBLIC SCHOOLS (hereinafter referred to as the "Participating Library").

1. Purpose. SELCO offers to the Participating Library the opportunity to participate in an online consortium to share resources, and jointly finance the operation of an Integrated Library System (hereinafter referred to as the "ILS"). The purpose of the ILS is to automate the tasks involved in library functions, including by way of illustration but not limitation, circulation of materials, provision of a public access catalog, bibliographic database development and maintenance, acquisition of materials, serials control, authentication for remote information sources via the Internet, and interlibrary loans among Participating libraries within SELCO. In addition, as a designated MNLINK Gateway, SELCO facilitates interlibrary loans among MNLINK sites and MINITEX.

2. Definitions. Terms used herein shall have the following meanings for the purposes of this Agreement:

- (a) Board or has the meaning set forth in Section 7.
- (b) ILS has the meaning set forth in Section 1 and includes any central or remote site software purchased or licensed by SELCO from SirsiDynix.
- (c) Master Agreement has the meaning set forth in Section 3.
- (d) Remote site equipment means the workstations (personal computers, self-charge machines and other related user devices), scanning devices, and printers used with the ILS, and owned and located in each Participating Library.
- (e) Remote telecommunications equipment means the routers, switches, firewalls, and related equipment used with the ILS, purchased and owned by SELCO and provided to and located at the Participating Library.
- (f) SELS means Southeast Library System, SELCO's sister organization, which contracts with SELCO to provide support for all types of libraries in a number of key areas.
- (g) Software means the computer operating programs of SirsiDynix licensed by SELCO.

3. Master Agreement with SirsiDynix. SELCO has executed a long-term agreement with SirsiDynix for the license and maintenance of software, including both central site and remote locations, which such agreement may be amended from time to time (the “Master Agreement”).

4. MNLINK Server Site Agreement. SELCO has executed a MNLINK Server Site Agreement with the Regents of the University of Minnesota DBA Minitex to act as a designated MNLINK Server Site, which such agreement may be amended from time to time. This agreement allows participating member libraries access to the statewide discovery and interlibrary loan system. The MNLINK Server Site Agreement renews every five years. Minitex is a publicly supported network of academic, public, state government, and special libraries working cooperatively to improve library service for their users in Minnesota, North Dakota and South Dakota. MNLINK is a statewide system that serves as a discovery and interlibrary loan interface for library staff and patrons, accessing the catalogs of most libraries in Minnesota.

5. Services Provided by SELCO. SELCO shall perform the following services, subject to changes made by the Board:

(a) Arrange for the safe and secure housing of the ILS and coordinate ILS upgrades with SirsiDynix.

(b) Ensure cloud-based services meet the performance and reliability standards contained in the agreements between SELCO and SirsiDynix, and ensure service agreements address security and patron data privacy.

(c) Ensure the ILS is available for use at all hours, except during scheduled, anticipated periods of ILS maintenance or downtime resulting from unanticipated failures in hardware, software, or telecommunications.

(d) Ensure the ILS meets the performance standards contained in the agreements between SELCO and SirsiDynix.

(e) Provide for necessary staff to administer the ILS.

(f) Provide a Help Desk for technical support as outlined in Rider B, attached hereto.

(g) Coordinate and manage the activities required to maintain the integrity of the databases.

(h) Facilitate patron authentication for remote information sources.

(i) Diagnose remote site equipment malfunctions and coordinate repairs for equipment necessary to utilize the ILS.

(j) Provide training for Participating Libraries' staff members in the use of the ILS, and maintain documentation of procedures and practices.

- (k) Manage financial activities affecting the ongoing operation of the ILS.
- (l) Conduct long range planning and capital development, future upgrades, or ILS migrations.
- (m) Share information with the Participating Libraries using a variety of formats.
- (n) Coordinate special projects and provide progress reports, as appropriate.
- (o) Investigate new technologies and their applications, and provide assistance to Participating Libraries in planning for and adopting new technologies related to the ILS.

6. Responsibilities of the Participating Library. The Participating Library agrees to meet the following obligations:

- (a) Execute this Agreement to participate in the SELCO ILS.
- (b) Ensure that Participating Library staff and volunteers are informed, involved, and knowledgeable in the use of the ILS, as appropriate to their assigned duties.
- (c) Provide release time for staff to attend SELCO provided training to work in the ILS environment and implement procedures and practices.
- (d) Input, maintain, and share bibliographic records following the standardized rules established by SELCO for uniform data entry as outlined in the SELCO Cataloging Manual.
- (e) Input, maintain, and share patron records accessible by the Participating Libraries equally following the standardized rules for uniform data entry as established by the Resource Sharing and Technology and Technology Policy Committees.
- (f) Provide materials within the guidelines of the SELCO interlibrary loan procedures and statewide reciprocal borrowing agreements.
- (g) Work cooperatively with SELCO to diagnose software or remote site equipment malfunctions and coordinate repairs necessary to utilize the ILS.
- (h) As requested, consider serving as test locations for new or expanded ILS features.
- (i) Subject to SELCO's continuing right to determine what equipment and services comply with standards, work cooperatively and communicate with SELCO staff regarding all equipment or services interfacing with the ILS, either obtaining such through SELCO or ensuring compliance with all SELCO specifications.

(j) Work cooperatively and communicate with SELCO staff regarding local ILS exceptions to system-wide defaults.

(k) Elect representatives to or, if elected, serve as an active participant of the Resource Sharing and Technology Committee. The Resource Sharing and Technology Committee advises the SELCO Executive Director and liaisons with the Technology Policy Committee appointed by the Board on issues related to the configuration, operation, maintenance, and continuing development of the ILS.

(l) Work cooperatively with SELCO staff to arrange for the installation and maintenance of the telecommunications equipment according to specifications provided by SELCO.

(m) Follow the established procedures for problem solving as outlined in Rider A: Conflict Resolution, attached hereto.

7. Responsibilities of the Board. Subject to SELCO's/SELS' Articles of Incorporation, Bylaws, policies, and approved budget, the Board of Directors of SELCO/SELS (the "Board") shall perform the following:

(a) Review recommendations from the Resource Sharing and Technology Committee and approve programs concerning the operation of the ILS to further the goals of the Participating Libraries.

(b) Execute and enforce contracts and approve expenditures on behalf of the Participating Libraries for the operation of the ILS.

(c) Consider complaints or problems presented to the Board and act on them after review by the Resource Sharing and Technology Committee and including a report from SELCO staff on the efforts taken to resolve the problem.

8. Payments Made by the Library. In return for the services identified in this Agreement, the Participating Library shall pay SELCO the Basic Technology Fee calculated annually pursuant to Rider B: Integrated Library System Fees, attached hereto. The ILS fee portion of the Basic Technology fee will be used on behalf of the Participating Library for the effective and efficient management of the SELCO ILS or the specific contractual service. If (i) the Master Agreement is terminated; (ii) upon termination of the Master Agreement a majority of the Participating Libraries agree to cease using and operating a Horizon ILS for the automation of library functions; and (iii) a majority of the Participating Libraries do not purchase another ILS to replace the Horizon ILS, then any funds collected under this Agreement remaining after satisfaction of all financial obligations incurred in the performance of this Agreement shall be returned to the Participating Libraries on the same prorated basis upon which they were collected.

9. Title to Equipment. SELCO shall retain title to and ownership of all ILS and all telecommunications equipment purchased by SELCO. The Participating Library shall have no right,

title or interest in or any option or any right to acquire title to or any interest (proprietary or otherwise) in or to any part of such equipment.

10. Database Record Ownership. All item records entered into the ILS by the Participating Library are and shall remain the property of the Participating Library. All bibliographic, patron and other records entered into the ILS are and shall remain held in partnership with the Participating Libraries and SELCO. The Participating Library shall have the right to access bibliographic, item, patron, and other data records in industry standard formats. The Participating Library agrees to pay for all costs associated with a data transfer. SELCO agrees to work cooperatively with SirsiDynix in assisting the Participating Library in making such data transfers.

11. Disclaimer of Warranties. Notwithstanding anything to the contrary contained in this Agreement, SELCO expressly disclaims any and all implied or express warranties and makes no express or implied warranties of merchantability or fitness for any particular purpose of the ILS.

12. Mutual Indemnification. To the extent permitted by law, the Participating Library and SELCO agrees to indemnify and hold the other and its officers, Board members, agents and employees harmless from any liability, loss or damage it may suffer as a result of claims, demands, costs or judgments against it arising out of the activities to be carried out pursuant to the obligations of this Agreement, including, but not limited to, the Participating Library's use of the ILS and liability, loss or damage caused by the Participating Library's or SELCO's negligence.

13. Review of Roles and Responsibilities. Participation in the SELCO ILS requires responsible commitment and cooperation from both parties and their respective library and school administrators, local library staff members, volunteers, library trustees, and school board members, the SELCO Executive Director, SELCO staff, and Board. Due to the constant evolution of technology and to potential staffing changes, it is important to review the roles and responsibilities of SELCO and the Participating Library and this Agreement. This review will be conducted annually at the first meeting of each calendar year by the Resource Sharing and Technology Committee, with findings and recommendations forwarded to the Board.

14. Term; Termination. The term of this Agreement shall be for five (5) years, commencing on January 1, 2020, and terminating on December 31, 2025. Notwithstanding the foregoing, this Agreement may be canceled by six (6) months prior written notice by either party. A timeline for the actual withdrawal of data and equipment will be negotiated by SELCO and the Participating Library; provided, however, the timeline will not be less than six (6) months and not greater than twelve (12) months.

The Participating Library shall have the right to extract data owned by the Participating Library or held in partnership with the Participating Libraries and SELCO in industry standard formats using standard SirsiDynix utilities. The Participating Library agrees to pay for all costs associated with agency withdrawal procedures. SELCO agrees to work cooperatively with SirsiDynix in assisting the Participating Library in making such extracts.

15. Amendment; Riders. This Agreement may only be amended, altered, added to, or repealed as to any or all of its provisions upon recommendation of the Resource Sharing and Technology Committee to the Board. In that event, the Participating Library will be notified of any proposed changes to this Agreement. The Participating Library shall have thirty (30) days following the date of such notice to provide written notification to Board of its concerns with proposed changes. The Board shall review proposed changes to this Agreement no less than thirty (30) days after such notice is provided to the Participating Library.

Upon approval of any proposed changes to this Agreement by the Board, the Participating Library shall have thirty (30) days to provide written notification to SELCO of its intent to terminate this Agreement. Such termination shall follow the Termination Clause of this Agreement.

The Riders attached hereto contain additional provisions of this Agreement and are hereby incorporated in, and made a part of, this Agreement. If any conflicts exist between any of the terms of such Rider and any of the printed terms of this Agreement, the terms of such Rider will take precedence and be controlling. The parties hereto may amend, in writing, a Rider from time to time, and such amended Rider shall supersede and replace in its entirety the prior Rider.

16. Entire Agreement. This Agreement and all Riders constitute the entire agreement between the parties hereto pertaining to the subject matters contained therein and supersede all prior agreements, representations and understandings of the parties.

17. Attorneys' Fees. In the event of any dispute between the parties concerning the terms and provisions of this Agreement and/or the Riders, the party prevailing in such dispute shall be entitled to collect from the other party all costs and expenses incurred in such dispute, including reasonable attorneys' fees.

18. Governing Law. This Agreement will be construed and enforced in accordance with and governed by the laws of the State of Minnesota, without regard to its conflict of laws principles.

19. Headings. The headings in this Agreement are for the purposes of reference only and will not limit or otherwise affect the meaning hereof.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

SELCO:

SOUTHEASTERN LIBRARIES COOPERATING

Approved on this day 5/26/2020 by the SELCO/SELS Board of Directors

By: Krista L Ross
Name: Krista L Ross
Title: Executive Director

PARTICIPATING LIBRARY:

RED WING PUBLIC SCHOOLS

Approved on this day [DATE] _____ by the RED WING SCHOOL BOARD

By: _____
Name: _____
Title: _____

RIDER A: CONFLICT RESOLUTION

- A. The Participating Libraries are responsible for attempting to negotiate resolutions to differences between Participating Libraries. When conflicts arise, the SELCO Executive Director, Director of Resource Sharing Services, or other appropriate regional staff should be contacted. As necessary, SELCO will involve SELCO staff, the Resource Sharing and Technology Committee and/or directors of the Participating Libraries to resolve the issue.
- B. SELCO staff is also expected to discuss problems or local practices inconsistent with the terms of the agreement with the Participating Library and offer assistance in problem solving.
- C. If resolution to a problem cannot be reached within the services provided by SELCO staff or the Resource Sharing and Technology Committee, the Participating Library or Libraries may request mediation by the SELCO/SELS Board of Directors. The SELCO/SELS Board of Directors or its designated committee will meet to hear the complaint, receive information from the SELCO staff and Resource Sharing and Technology Committee, seek an equitable resolution, and to take action to resolve the issue. Its decision will be communicated to the directors and the local library boards of the parties involved in the complaint.
- D. If the Participating Library or Libraries do not comply with the SELCO/SELS Board of Directors decision within the timeframe specified by the Board, the SELCO/SELS Board of Directors may cancel this Agreement with the Participating Library or Libraries involved.

RIDER B: INTEGRATED LIBRARY SYSTEM FEES

1. **ILS Capital Costs.** SELCO will pay for all capital costs associated with the purchase and installation of the ILS, including but not limited to hardware, application software licenses, and installation fees.

2. **Ongoing ILS Operational Costs.** SELCO and the Participating Libraries will support the ongoing expenses of ILS and central site operations. Participating Libraries' monthly Basic Technology Fees include fees associated with the ILS. ILS fees will underwrite a portion of the ILS operational costs not covered by specific categorical or state aid programs or reimbursements including:

- annual remote hardware and software maintenance costs
- staff
- ILS training

3. **Basic Technology Fee.** The components of the basic technology fee structure and calculation factors were approved by the SELCO/SELS Board of Directors in July 2016, effective January 2017, and consist of these factors:

A. **Base Fee.** Each Participating Library will be assessed a base fee determined using a tiered-base structure. Each year, SELCO will gather population numbers from the Minnesota State Demographer's website for public libraries, and enrollment numbers from the Minnesota Department of Education website for schools. The academic and special library populations will be derived from relevant sources and assessed within the multitype enrollment chart.

Public Libraries		
Population Range		Base Fee
From	To	
0	499	500
500	999	2,000
1,000	1,999	3,000
2,000	4,999	3,500
5,000	9,999	7,500
10,000	19,999	15,000
20,000	100,000	20,000

Multitypes		
Enrollment Range		Base Fee
From	To	
0	49	500
50	99	1,000
100	499	2,500
500	999	3,000
1,000	4,999	5,000
5,000	100,000	30,000

B. **Usage Fee.** The usage portion of the Basic Technology Fee will incorporate holdings and circulation data as these are easily identified and understandable measures of use. SELCO will use a 5-year average of circulation and holdings, and calculate the percent of total circulation and holdings of like libraries. For example, a public library's holdings will be calculated as a percent of total public libraries' holdings. Multitype libraries will be calculated against other multitype libraries.

The ILS Fee for new Participating Libraries will include the base fee, and circulation data from manual or other circulation counting methods. In the future, all counts will be based on the second preceding year figures.

SELCO will assess basic technology fees using a 70/30 split between public libraries and multitype libraries.

The overall ILS fee increase shall be capped at not more than 3% in any given fiscal year unless approved by the participating libraries. An individual participating library's increase may fluctuate based on the formula in any given year.

4. **Delivery.** Delivery is essential to this successful consortium model. SELCO will provide Monday – Friday delivery to public libraries funded by statewide regional public library funds. The SELS financial contribution will support two days of delivery to multitype locations during the school year and costs for the third, required day of delivery will be charged to the participating Multitype Online Libraries.

5. **Payments.** All payments due to SELCO shall be made within sixty (60) days of the date of the invoice unless other arrangements have been negotiated and agreed to by the parties in writing.

RIDER C: HELP DESK

1. Scope. The SELCO Help Desk is a tool by which Participating Libraries notify SELCO of issues and questions concerning the Horizon ILS.
2. Hours. The official Help Desk hours are as follows:

Monday-Friday 8:30 am to 7:00 pm
Saturday 9:30 am to 1:30 pm
3. Emergency. For emergencies that occur outside of the official Help Desk hours, Participating Libraries may call the Help Desk. Emergencies are defined as a complete loss of internet, Horizon functionality or a major disruption of patron services. Calls will be routed to the designated SELCO staff who will work to address the issue.

