INFORMATION TECHNOLOGY SERVICE LEVEL AGREEMENT

BETWEEN

WESTCHESTER LIBRARY SYSTEM

AND

Ossining Public Library

Contents

1. Fundamentals

1.1 Parties

This Information Technology Service Level Agreement ("SLA") is between Westchester Library System (the "System") and System member Ossining Public Library ("Supported Library").

Together, the System and the Supported Library are the "Parties".

1.2 Purpose

This SLA describes the optional information technology services the System will offer System members and sets the terms governing Supported Library's selection, use of, and payment for, those IT Services.

The IT Services offered by the System under this SLA are available to assist individual member libraries in achieving the right information technology capacity to serve their missions and areas of service.

This SLA does not apply to resources, such as a union catalog, that the System provides in fulfillment of state regulations governing required services for cooperative System member libraries.

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

The Supported Library further acknowledges that (1) there are services provided to members by the System that is above and beyond the scope of this SLA that contribute to the overall portfolio of member services; and (2) that out-of-scope these services are provided at no additional cost and financially supported by funds raised by the System through advocacy, State and local contracts, governmental aid, grants, and other sources. These out-of-scope services are outlined in Appendix D.

The "menu" of services available was developed by the System in consultation with member libraries and is expected to evolve in consultation with the members and their changing needs.

1.3 Duration

All prior service agreements governing non-regulatory technology services between the parties being terminated as of the effective date of this SLA, this SLA will commence January 1, 2024 (the "Effective Date") and will be valid until December 31, 2024, per the process in 1.4, below.

1.4 Initial and Annual Acknowledgement

To ensure confirmation of the precise IT Services to be provided by the System to the Supported Library for any upcoming IT Service Year, and to enable pre-determination of costs and careful planning for any necessary preparation, procurement, or training needed for implementation, the Parties agree:

a) The IT Services selected by the Supported Library for the Initial Term, and the costs of those IT Services, has already been confirmed in a letter between the parties dated DATE; and

b) Supported Library must submit a "Confirmation of Services" by October 15th of each year.

Such Confirmation of Services must include a) the IT Services selected, and b) the agreed-upon costs of such services.

The Confirmation of Services shall be sent to the System by October 1st via either of the following methods:

- An email from a board officer or director/executive director empowered to sign contracts for the Supported Library, stating "The SLA for the 2024 IT Service Year, is acknowledged by the Ossining Public Library"; or
- Submission, via e-mail or USPS, of a copy of board minutes showing the passing of a resolution to "accept the 2024 IT Service Year's contract with the WLS, for an amount of $48,345.63, as proposed."

Failure to provide a written acknowledgement by October 15th shall constitute notice of termination of service for the following IT Service Year.

1.5 Termination or Modification of IT Services

1.5.1 To ensure predictability of services and budget, IT Services may not be terminated or modified during nor an IT Service Year, except as provided in this section 1.5.

1.5.2 Failure to provide a written acknowledgement by October 15th shall constitute notice of termination of IT Services for the following IT Service Year, however, notice as soon as possible of any intent not to renew IT Services is appreciated as a courtesy.

1.5.3 IT Services may be terminated "for cause" by the Supported Library during a current IT Service Year, with amounts owed paid only through the final date of IT Services, only if, after thirty days' written notice provided as described in "2.2.4", below, of the System's failure to provide IT Services as required by this SLA, the IT Service(s) in question has/have not been restored to the Supported Library who provided notice of the disruption.

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 SLA, 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 Agreement, including but not limited to: third-party error, weather, state of emergency, a criminal act, or utility service disruption."

1.5.5 In the event a member desires to reduce or eliminate IT Services during the IT Service Year, it may do so, but to ensure the fiscal stability of the cooperative System, the amount owed for services for that IT Service Year may not be reduced.

1.5.6 In the event a Supported Library desires to add services during the IT Service Year, the Supported Library and the System 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 by January 1, 2024, and July 1, 2024, and shall be due from the Supported Library to the System by March 1, 2024 and September 1, 2024, respectively.

Payments over 30 days past the due date must include a 1% late charge.

It is expected that the Supported Library shall include the amounts confirmed for IT Services in their annual budgets and IT Services shall only be confirmed once adequate funds have been budgeted.

1.6.1 Late Payment

Payments over sixty days late shall result in suspension or reduction of services, in the sole determination of the System.

If Supported Library experiences an unexpected lack of budgeted funds that could result in late payment, Supported Library shall notify the System in writing as soon as possible. Such notification shall in no way release Supported Library from this SLA and is solely for purposes of informing the System to help mitigate harm caused by late payment.

1.7 Menu of IT Services and Costs

To enable timely decision-making and confirmation by Supported Library, the System shall send members the "Menu of IT Services" with corresponding costs by no later than September 21st of the preceding IT Service Year.

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 an "IT Services Menu" (or "Menu") maintained by the System. IT Services may be selected as needed by members, with payment owed by the selecting member based on the amount of IT Services to be provided.

The Menu for the 2024 IT Service Year is attached hereto as Appendix "A."

2.2 Additional Terms Governing IT Services

All IT Services provided are subject to the laws, regulations, warrantees, 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 Support Through the Helpdesk

The System's "Helpdesk", staffed by the System's IT Department ("WLS IT") will provide support to Supported Library to help employees resolve issues with equipment provided and services rendered by the System per this SLA, as outlined in this section 2.3.

2.3.1 Access to the Helpdesk

Access to the Helpdesk and the System's Technical Support Team during operating hours shall be set by System with the goal of matching Supported Library's hours of operation.

Infrastructure services will be supported on a 24x7x365 basis. "Infrastructure services" are: the data center, servers, networking equipment and software solutions (including e-mail and communications).

Unless there is a "Force Majeure" event, live technical support will be available:

> 9:00 am-9:00 pm ET, Monday through Thursday
> 9:00 am-6:00 pm on Friday and Saturday
> 12:00 pm-5:00 pm on Sunday
> (All listed times exclude System holidays and library summer hours.)

Off-hour phone calls will go to a voicemail system and will be answered the next business day.

Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.

2.3.2 Ticketing System

WLS IT will respond to all faults, queries, and service requests only if a ticket is opened with the Helpdesk system. By enforcing this policy, the System can ensure that all faults are managed effectively and in line with the commitments of this SLA.
Issues can be reported through the Helpdesk portal, by telephone or via email. The supported Library will be regularly provided with up-to-date contact information for these reporting methods.

WLS IT Helpdesk will log, track, assign, and manage all requests, incidents, problems and queries through WLS IT's service ticket system. When the Helpdesk cannot provide a resolution at the time of call logging, the Helpdesk will provide:

• A unique reference number (Incident Ticket)
• The priority assigned to the call.

2.3.3 Response Times

All ILS-related logged requests to the Helpdesk will receive a response based on assigned priority. Priorities are monitored by the Operations Manager and will be based on the impact of service lost to the Supported Library. The higher the percentage of library devices which are either non-operational or cannot access the ILS will help determine the initial priority setting. Library directors can call and speak to the Operations Manager should they wish to discuss increasing the escalation level of an incident. The following response times are for incident tickets requiring technical support:

> **Critical Priority:** The technician will make the initial contact and begin problem resolution within 30 minutes. The goal will be to resolve the problem as soon as

possible after the initial contact. Note: Supported Library staff are encouraged to call in critical priority incidents.

High Priority: The technician will make the initial contact and begin problem resolution within two hours. The goal will be to resolve the problem within six hours after the initial contact.

Medium Priority: The technician will make the initial contact within one business day and the goal will be to resolve the problem within three business days after the initial contact.

Low Priority: The technician will make the initial contact within three business days and will negotiate a schedule for resolution with the library.

2.3.4 Accountability and Procedures

If a service request is not completed to the satisfaction of a Supported Library, the Supported Library should contact the WLS IT management team at the information provided in Appendix "B" and request an escalation of an incident/ticket.

As needed, a meeting between the Supported Library director and/or an authorized representative and the System Operations Manager will occur to address and resolve the issue(s).

Should additional response be needed, the incident will be escalated to a higher level within the System.

Supported Library's director will be provided with access to a reporting platform to review service request incidents to keep library management aware of service incidents.

2.4. Supported Library Employee Participation in Training

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

SLA 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, Supported Library may also request training when it believes that such training will be consistent with the purpose of this SLA.

It is expected that SLA Training shall be required no less than annually for a duration of no less than three hours and depending on the IT Services selected by Supported Library, could be of a greater duration and frequency.

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

2.5 Security, Privacy, and the SHIELD Act

The Parties agree that 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.

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.*

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.

3.   Periodic Review

3.1 Spirit of SLA

The Parties agree that the spirit of this SLA is to enable the System to support the mission of System member libraries by providing a pre-arranged level of IT Services needed by that particular library. This approach was developed in consultation with all System member libraries, whose varying capacities and diversity of priorities require flexible use of the System's resources, and the WLS IT team.

Appendix "B" lists the people who are responsible for maintaining and supervising the WLS IT team.

3.2. Maintaining Purpose of SLA

To continue in the spirit described in 3.1, above, especially in light of ever-evolving technology, System Supported Library priorities, and relevant law, periodic review of this SLA by the System and its member libraries is necessary.

3.3 Responsibility for Arranging Periodic Review

The Business Relationship Manager (see "Document Owner" in 3.5, below) is responsible for facilitating regular reviews of this SLA as follows:

Review Period: Yearly

Review Date: June 30th of a current IT Service Year

3.4 Amendment

The terms of this SLA may be amended only via a written Agreement between the Parties, after which an updated copy shall be communicated to all affected parties. Amendment is not required to change the information on Schedule B or C, and Schedule A may be changed for each term as provided in Section 1.

3.5 Responsibility for Facilitating Review and Amendment

The Document Owner will incorporate all subsequent revisions and obtain mutual written agreements / approvals as required.

As provided in Section 1.7, above, the "Menu of Services and Costs" will change from term to term, and the remaining Schedule will be updated by the System as needed.

Document Owner/Business Relationship Manager: Westchester Library System

4.   System Responsibilities and Standard of Care

The System shall provide the Supported Library with the IT Services identified in this SLA 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. Unless related to a correction of a Force Majeure event, the System will not make changes to the systems/services offered except as provided in this SLA.

5.   Supported 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 the Helpdesk 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 need be given, simply ensure such direction is only communicated by a director or authorized board member.

Notify the Helpdesk 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.

Advise WLS IT if the requirements of the business change and the need for a review of the level of IT Services provided per the SLA is identified.

Alert WLS IT if you suspect a breach or unauthorized access to WLS-owned or controlled equipment or services.

5.2 Equipment-Related Requirements

Supported Library agrees to only use equipment provided under this agreement for ILS and staff usage, and to maintain and enforce its own policy requiring employees to limit their use to authorized Supported Library purposes.

Commencing July 1, 2021, member libraries will only purchase printers listed on the "recommendation list" provided by WLS IT.

Commencing January 1, 2022, Supported Library have agreed to remove all non-WLS equipment from the WLS network.

5.3 Core Security Standard

Supported Library shall incorporate the "Core Security Standard" set forth in Appendix C in any third-party contract for services that can in any way interact with or impact the systems. Appendix C may be updated to reflect evolving security standards, without the need to amend this SLA.

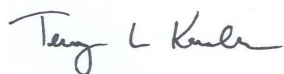*Examples of such third-party services include but are not limited to:*

- *Basic information technology support*
- *Equipment-specific services*
- *Network maintenance*

6.   Offer and Acceptance

This SLA was offered to the Ossining Public Library by the Westchester Library System on September 11, 2023; this offer is open until October 1, 2023:

Signature:

Terry L Kirchner
Executive Director

This SLA was reviewed and accepted on behalf of Supported Library by:

Signature: _____   _____
                                    NAME   *DATE*

                        _____   _____
                                    TITLE   *RESPONDENT EMAIL*

Appendix A: Initial Term IT Services Menu and Costs

ILS Maintenance Service – The ILS, currently Evergreen, administration and maintenance is the core function when subscribing to this service. These services include the library presence on the online library catalog, the ability to circulate items and share materials with other county libraries. Training services and Helpdesk support for ILS issues are included.

Cost: $48,345.63

Network Managed Service – Network administration as well as network hard management and replacement is provided with this service. These services include network security, privacy protection and operation of the day-to-day library network. Training services and Helpdesk network support are included.

Cost:

Device Support and Maintenance Service – This service covers the support and maintenance of any authorized device on the WLS network. This service covers device security, software updates and remote/local support. Device replacement applies to fully funded devices. Training services and Helpdesk device support are included.

Cost: $0.00- 0 devices

Wireless Support – Wireless services covers wireless internet circuits and equipment support. This service covers the cost for the Internet Service Provider, WLS IT support and hardware cost to run the wireless system. Training services and Helpdesk wireless support are included.

Cost: $0.00

Email Maintenance and Support – This service covers the administration and support for email accounts. The tenant may either be on the WLS domain, or a domain provided by a library, which is supported by WLS IT.

Cost: $0.00 - accounts

Appendix B: Organizational Leaders

The following people are responsible for maintaining and supervising the WLS IT team. These individuals will also be part of the process to resolve any disputes with service.

Name	Job Title	Contact Information
Wilson Arana	Manager of IT	warana@wlsmail.org 914-231-3248 914-355-0226
Terry L. Kirchner	Executive Director	tkirchner@wlsmail.org 914-231-3223

Appendix C: Core Security Standard

Patching – Recurring – Keep all software up-to-date to the extent possible and discontinue use of products deemed a security risk by credible sources. Patches deemed critical by vendors, for example Microsoft, should be applied as soon as possible.

Inventory – All devices can be tracked with software or an inventory system.

Cybersecurity – Protection mechanisms should be in place to protect accounts as well as devices from virus, malware or ransomware acts.

Configuration Management – A process should be available to maintain computers, servers and software in a desired, consistent state.

ILS VPN – a secure connection using the agreed standard presented by WLS IT should be in place between a Supported Library and the ILS host vendor.

Appendix D: Explanation of Member Services

Separate from the IT Services in this SLA, the Supported Library is a member of the System. Membership is not contingent on participation in IT Services and is not conditioned upon the terms of this SLA both in terms of the service parameters for the System nor the Supported Library's participation. However, this appendix is included to outline the services provided to the Supported Library as part of its membership in the System.

The services outlined below are provided to the Supported Library at no additional charge and with no guarantee or warranty, express or otherwise. They are categorized below by funding, funders, and function.

Service	Funded by	Funder	Function
Union catalog (not the ILS)	State Aid	New York State	Statutory
Coordinated Outreach	State Aid	New York State	Statutory
Processing of State aid to libraries	State Aid	New York State	Statutory
Centralized e-content purchasing	Cost-sharing	Member Libraries	Value added
Centralized e-content purchasing	State Aid	New York State	Value added
State annual report assistance	State Aid	New York State	Value added
Development (fundraising) consulting	State Aid	New York State	Value added
Catalog record enhancements	WLS advocacy	Westchester County	Value added
Inter-Library loan processing	WLS advocacy	Westchester County	Value added
Youth / Family outreach	WLS advocacy	Westchester County	Value added
Construction grant assistance	WLS advocacy	Westchester County	Value added
HSE / College Prep	WLS advocacy	Westchester County	Value added
Career coach programing	WLS advocacy	Westchester County	Value added
Library delivery service	WLS advocacy	Westchester County	Value added