

*INFORMATION TECHNOLOGY
SERVICE LEVEL AGREEMENT*

BETWEEN

WESTCHESTER LIBRARY SYSTEM

AND

Ossining Public Library

2025

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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 offers System members (the "IT Services"), 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 "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 shall be in place for one-year terms starting January 1 and running through December 31 (a period of time referred to as an "IT Service Year"), per the process in 1.4, below.

1.4 Annual Acknowledgement

To ensure confirmation of the precise IT Services to be provided by the System to the Supported Library at the 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 current year, and the costs of those IT Services, has already been confirmed in a provided email notification prior to the mailing of the SLA to each library; and
- b) Should a Supported Library not be able to return a signed agreement before September 30th of each year, they must submit a "Confirmation of Services" by October 1st 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 2025 IT Service Year, is acknowledged by 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 2025 IT Service Year's contract with the WLS, for an amount of \$50,521.18, as proposed."

Failure to provide a written acknowledgement by October 1st 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 an IT Service Year, except as provided in this section 1.5.

1.5.2 Failure to provide a written acknowledgement by October 1st 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, 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 vendor 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, 2025, and July 1, 2025, and shall be due from the Supported Library to the System by March 2, 2025, and August 30, 2025, respectively.

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

All outstanding balances more than 30 days past due to the System by the Supported Library will be subject to a 1% per month late charge.

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 to negotiate a payment schedule. 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. Notice of such inability to pay on-time should be sent to wlsco@wlsmail.org.

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 1 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 2025 IT Service Years is attached hereto as Appendix "A."

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 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. 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 Helpdesk Administrator 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 Helpdesk Administrator 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 Helpdesk Administrator 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 can be provided with a monthly report outlining all service request incidents to keep library management aware of service incidents upon request.

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 consistent with the purpose of this SLA.

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.

2.6 Group Purchases

2.6.1 – Group Purchases of Electronic Content for Patrons Use

The System agrees to provide electronic content for patron use (ECPU), which may include, but is not limited to, downloadable electronic content licensing and subscription services, database subscriptions, and content delivery platform services.

The Supported Library will be invoiced according to the same schedule set forth in section 1.6 of this agreement. The Supported Library's share of the total cost of ECPU will be calculated by multiplying the total budget for ECPU by percentage of the total population served by the System which is served by the Supported Library. The calculations for population served will be completed using the most recent figures from the Member Library Statistics published on the WLS website (<https://www.westchesterlibraries.org/about-wls/>), which are updated annually.

The total budget for ECPU will be \$300,000 unless otherwise agreed upon between the Executive Director of the System and a majority vote of the Public Library Directors Association (PLDA). The Supported Library agrees to abide by and fund their share of ECPU in accordance with the funding level as set forth in this agreement.

The selection of ECPU will be at the discretion of the System. The System will also consider, but is under no obligation to comply with recommendations from the PLDA with regard to selection of ECPU which are made through the PLDA Electronic Content/Central Library Committee of the PLDA.

2.6.2 Group Purchases of Other Products and Services

From time to time the System may, at the request of the Supported Library, make group purchases of other products and services not otherwise agreed to herein. These products and services include, but are not limited to, software subscriptions from vendors such as Baker and Taylor and OCLC and library supplies such as barcode and spine labels.

The Supported Library agrees to pay the System for services purchased on their behalf by the System as requested by the Supported Library. Purchases under this section of the agreement are subject to a 5% administrative fee. Invoices to the Supported Library as they are incurred by the System and will be subject to the terms of this agreement with regard to payment terms and late charges.

2.7 Transfer of Funds by Automated Clearing House (ACH)

2.7.1 Payments to the Library

The Supported Library receives funds from the System for reasons including, but not limited to, Local Library Support Aid (LLSA) from New York State (NYS), reimbursement for expenses, and refunds on payments for services.

The Supported Library has the option to receive payments from the System through Automated Clearing House (ACH) rather than by check. ACH allows for payments to be sent to the library faster than if by check and is deposited directly into the Supported Library's bank of choice.

The System uses a third-party payment processor. The Supported Library's designated billing contact will receive an invitation to register with the System's third-party payment processor to facilitate electronic payments to the library. Registration with the third-party payment processor is optional and is not required for the Supported Library to receive payments from the System. Any non-electronic payments will be made by check.

The main point of contact for any payments due to the Supported Library is the Chief Financial Officer for WLS:

Robert Caluori
phone: 914-231-3207
email: wlsco@wlsmail.org

2.7.2 Payments to the System

The Supported Library agrees to receive all invoices and account statements by electronic mail (email). Electronic invoices will include information for the library to pay by check. The System may include additional options for payment by electronic check, credit card, or ACH. Additional fees may apply to payments made by electronic means.

The System has the option to and may provide a third-party account portal for the library to view and pay invoices for goods and services. The use of such an account is at the option of the Supported Library and is not required to make payment to the System. If the System provides an electronic means for payment, a "guest" option may be provided by the System should the library wish to make a one-time electronic payment without creating an account with the third-party service. The use of any third-party billing portal and payment services are subject to the terms and conditions of those services and are not within the scope of this agreement.

The Supported Library agrees to supply a name, telephone number and email address for a billing contact to receive delivery of invoices and billing statements and to provide the System with updated contact information in the event it changes before the end of the term of this agreement. This billing contact will be used by the System as the main point of contact for matters related to collection of payments due to the System.

Billing Contact Name: _____

Billing Telephone Number: _____

Billing Email Address: _____

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 agrees 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 Ossining Public Library by the Westchester Library System on September 10, 2024; this offer is open until October 1, 2024:

Signature: 
Terry L Kirchner
Executive Director

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

Signature: _____
NAME DATE

TITLE

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. Day-to-day services library functions such as circulating materials, placing, and filling holds and system reporting are supported by the system. The patron online catalog is part of the ILS support. Training services and Helpdesk support for ILS issues is included.

Library cost: \$50,521.18

Network Managed Service – Network administration as well as network hardware management and replacement is provided with this service. The system will take responsibility to facilitate the administration of a high availability internet circuit, configuration, monitoring of the uptime of the library network. Training services and Helpdesk network support is included.

Library cost:

Device Support and Maintenance Service – This service covers the support and maintenance of any authorized device on the WLS network. Device replacement is inclusive when the device is fully transitioned to a WLS support device. Training services and Helpdesk device support is included.

Library cost: \$.00

Wireless Support – Wireless services covers wireless internet circuits and equipment support. The system will facilitate the acquisition of a high-speed internet circuit. WLS IT will monitor and support issues with the Access Points. Training services and Helpdesk wireless support is included.

Library cost: \$.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: \$.00- accounts

Digital Content Cost share - The figures below represent the distribution of cost, per library, for the group purchase of electronic content for patron use (ECPU) as described in Section 2.6.1. The population-served figures are sourced from the 2022 Member Library Statistics and the distribution is based on a total \$300,000 in member library contributions to the purchase of ECPU.

Library cost:\$11,212.25

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
Michael Petrocelli	Helpdesk Administrator	mpetrocelli@wlsmail.org 914-231-3277
Wilson Arana	Director 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.

Malware protection – Install and maintain current antivirus software.

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.