

AGREEMENT FOR COMPUTERIZED LIBRARY SERVICES

This Agreement for Computerized Library Services (hereinafter referred to as the "Agreement"), entered into this 21<sup>st</sup> day of July, 1977, between the Board of Directors of the Rolling Prairie Libraries, a Library System (hereinafter referred to as "Rolling Prairie") and the Board of Library Directors of the City of Decatur, Illinois (hereinafter referred to as "Decatur") agree as follows:

1. Purpose. Rolling Prairie has been duly organized under the provisions of the Library Systems Act which authorizes Rolling Prairie to contract with library boards of a city in the State of Illinois for the purpose of furnishing library services. Pursuant to that power, Rolling Prairie offers its member public libraries, including Decatur Public Library, the opportunity to jointly finance the acquisition and operation of a computerized circulation control system.

The purpose of the computerized system is to automate the purely clerical tasks involved in the circulation of library materials, including but not limited to, the charging and discharging of library materials, the collection and reporting of circulation statistics, the sending of overdue and reserve notices to library patrons, and the maintenance of patron files including delinquencies. Other benefits are expected as by-products which will facilitate inter-library loan between participating libraries.

It is intended further that additional library clerical tasks (e.g., film booking, booking of materials for the blind and physically handicapped and acquisition of library materials) will be considered for computerization. The extension of such services to participating libraries will be covered under a separate contract or

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- B. Software - all program components of a computer system.
  - C. Program - a set of instructions needed by the computer system to perform various tasks.
  - D. LIBS-100 - This LIBS-100 system is an all inclusive term meaning the total complement of hardware and software making up the computer system.
  - E. Support System - that portion of the LIBS-100, located at Rolling Prairie's office, required to support each terminal.
  - F. Terminals - (also referred to as circulation stations) three kinds are provided by CLSI:
    - (1) Light pen terminals (LP) used for checking books in and out,
    - (2) Cathode Ray Tube (CRT) used for data input and inquiry,
    - (3) Composite terminals combining the features of (1) and (2) above.
  - G. Cluster - Rolling Prairie, Decatur and any other libraries which become a party to this Agreement in the manner hereafter provided.
  - H. Participating Libraries - all libraries participating in the CLSI circulation control system by means of this or future agreements.
  - I. Remote Terminals - a terminal approved by Rolling Prairie and located in a library remote from the central hardware, but linked to the transmission lines for the communication ware by communication ware of data.
  - J. Communication Lines - leased telephone lines over which data may be transmitted between the LIBS-100 and its terminals.
  - K. Materials - books, pamphlets, periodicals, and other printed items stocked and circulated by libraries to the general public as well as visual disc and tape recordings, and other audio visual items stocked and circulated by libraries to the general public.
  - L. Total Capital Contribution - that amount paid or required to be paid for the purchase of or for additions to the Support System.
  - M. Decatur's Capital Contribution - that amount paid or required to be paid by Decatur as its share of the Total Capital Contribution.
- Contributions - that amount  
Prairie as

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3. Contract with C I Systems, Incorporated. Rolling Prairie has executed a System Sales Agreement dated July 30, 1976 with C I Systems, Incorporated (heretofore and hereinafter referred to as

CLSI) to provide for the purchase of a LIBS-100 System as described in said agreement and an Agreement for Maintenance of the System on an annual basis, beginning August 1, 1977, said Sales Agreement and proposed Agreement for Maintenance being attached hereto as Exhibits A and B. The System Sales Agreement at paragraph 16(b) grants to Rolling Prairie the option to be exercised on or before July 31, 1977, to add additional storage capacity to the system in accordance with a price schedule. The cost of upgrading the storage capacity from its present capacity of twenty (20) million characters to sixty-six (66) million characters is \$24,000.00.

4. Use of CLSI Computers. Rolling Prairie shall have the right and responsibility to develop the LIBS-100 computer program for the benefit of participating libraries of the cluster and to notify said participating libraries of the computer system for circulation and Decatur shall have the use of the computer system will be made and control. This use of the LIBS-100 computer system shall be available to Rolling Prairie and Decatur, but, based upon a storage capacity of sixty-six (66) million characters, neither shall be entitled to use in excess of the following:

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	35%	
		<u>Rolling Prairie</u>
Number of terminals	23 million	<u>Decatur</u>
Percentage of total storage	60,000	43 mil
number of characters which	100,000	125
under the current standards	10,000	25
averages the following	10,000	3
maximum numbers of records	10,000	5
to be stored		
Number of titles		
Number of items		
Number of patrons		
Number of circulation		
Monthly circulation		

Rolling Prairie may change hardware, add storage, add programs

price and capacity guaranteed t

If Decatur requires additional storage capacity or desires additional programs or services and such are available, there will be additional charges at the then current CCSI price quoted for such additional capacity or service, and further provided, however, that if such additional programs or services require an additional contribution to the Total Capital Contribution, the monthly maintenance cost shall be adjusted in accordance with paragraph 6C.

5. Obligations of Rolling Prairie.

A. Upon approval and execution of this Agreement by Decatur, Rolling Prairie shall exercise its option under paragraph 16(b) of its contract with CCSI (Exhibit A) to upgrade the storage capacity of the LIBS-100 from its present capacity of twenty (20) million characters to sixty-six (66) million characters at a cost to Rolling Prairie of \$24,000.00.

B. With regard to the support system, Rolling Prairie will house the support system, pay the costs of electric power used in operating the support system, keep the support system adequately supplied, perform daily maintenance functions to the support system as required, and provide necessary clerical staff to perform in-house functions. The staff providing these services shall be Rolling Prairie employees. One copy of print-outs of reserve notices, overdue notices, fine notices, collection notices and statistical and other reports, all as selected by Decatur from the options available, shall be produced on each working day and delivered to Decatur on the next working day after print-out. These services delivered to Decatur on the next working day after print-out. Rolling Prairie has no responsibility to mail said notices.

C. Rolling Prairie agrees that it shall keep current on all indebtedness which it may now have or hereafter incur in order

for this Agreement.

the total support system, and to the extent possible, cover appreciated value, and shall name Decatur as an additional named insured as its interest may appear. Rolling Prairie annually shall furnish Decatur with evidence of such insurance.

6. Obligations of Decatur.

A. Decatur shall purchase the terminals which it will use and shall pay for the installation and maintenance thereof.

B. Decatur shall purchase labels and borrowers' cards and shall convert and maintain its holdings and patron files so that the computerized circulation control system may be used.

C. Decatur shall pay fifty per cent (50%) of the total actual monthly maintenance cost of the support system as billed to Rolling Prairie. In the event additions or modifications are made to the support system which increase the Total Capital Contribution and/or in the event additional participating libraries are admitted, the percentage Decatur shall pay for its share of the monthly maintenance cost shall be adjusted so that said percentage is equal to Decatur's Capital Contribution divided by the Total Capital Contribution.

D. Decatur shall pay the total cost of communication line installations and monthly charges for its terminal or terminals. In the event that Rolling Prairie relocates the support system outside of the City of Decatur, Rolling Prairie shall pay the total cost of relocating the communication line installations and, thereafter, one-half of the monthly charges for Decatur's use of the communication line for its terminal or terminals.

E. Decatur shall provide insurance for its own terminals

Decatur shall pay Rolling Prairie the sum of forty-

(60) equal monthly

G. Rolling Prairie will bill Decatur for any amount it is obligated to pay to Rolling Prairie hereunder on a monthly basis beginning as soon as practical after terminal at Decatur Public Library is installed and operational.

7. Title to Equipment. The support system hardware and software will remain the property of Rolling Prairie through the five (5) year life of this contract. At the end of the five (5) year period, Rolling Prairie and Decatur will each individually have an equity in the support system. The percentage of that equity for each shall be calculated by dividing the Capital Contribution of each by the Total Capital Contribution. The data base consisting of patron information, title information, item records and various files inherent in the circulation system shall be maintained for a period of six (6) months, or such lesser time as may be mutually agreed upon in writing, beyond the effective life of this Agreement.

8. Admission of Additional Libraries. Rolling Prairie shall have the right to determine which library or libraries qualify for admission as additional participating libraries to the LIBS-100 Computer System. If Rolling Prairie determines that a library qualifies for admission as an additional participating library, the library shall be admitted on terms agreed upon by Rolling Prairie and Decatur.

9. Term of Agreement.

A. This Agreement shall be for a period of five (5) years beginning on the date Decatur's first terminal is installed and ready for operation pursuant to paragraph 6(F).

B. Rolling Prairie and Decatur may mutually terminate the term of the five (5) year term