

**FORSYTH COUNTY**  
**BOARD OF COMMISSIONERS**

**BRIEFING  
DRAFT**

MEETING DATE: SEPTEMBER 14, 2017

AGENDA ITEM NUMBER: 7

**SUBJECT: RESOLUTION AUTHORIZING EXECUTION AND RENEWAL OF THE NC CARDINAL MEMORANDUM OF AGREEMENT BETWEEN FORSYTH COUNTY, ON BEHALF OF ITS PUBLIC LIBRARY, AND THE NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES, STATE LIBRARY OF NORTH CAROLINA (FORSYTH COUNTY PUBLIC LIBRARY)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:**

**SUMMARY OF INFORMATION:**

ATTACHMENTS:  YES  NO

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION AND RENEWAL OF THE  
NC CARDINAL MEMORANDUM OF AGREEMENT  
BETWEEN FORSYTH COUNTY, ON BEHALF OF ITS PUBLIC LIBRARY, AND THE  
NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES,  
STATE LIBRARY OF NORTH CAROLINA  
(FORSYTH COUNTY PUBLIC LIBRARY)**

**WHEREAS**, NC Cardinal is a project of the State Library of North Carolina conducted in partnership with North Carolina public libraries to provide North Carolina residents greater access to public resources; and

**WHEREAS**, this collaboration leverages federal and local funds to achieve operational efficiencies and cost savings for public libraries and provide for more effective use of public resources; and

**WHEREAS**, the use of a single, shared online catalog expands resource sharing and cooperative services among public libraries and delivers faster access to a greater number and variety of resources for library patrons;

**NOW, THEREFORE, BE IT RESOLVED** that the Forsyth County Board of Commissioners hereby authorizes the County Manager and the Clerk to the Board to execute, on behalf of Forsyth County and its Public Library, the attached NC Cardinal Memorandum of Agreement with the North Carolina Department of Natural and Cultural Resources, State Library of North Carolina to provide for more effective use of public resources, at an annual cost of \$19,677.20 for Fiscal Year 2017-2018, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

**BE IT FURTHER RESOLVED** that the Forsyth County Board of Commissioners hereby authorizes the County Manager and Clerk to the Board to execute subsequent Memoranda of Agreement or Memoranda of Agreement amendments for this purpose within budgeted appropriations in current and future fiscal years, if these resources continue to be necessary.

Adopted the 14<sup>th</sup> day of September 2017.

State of North Carolina  
County of Wake

**Department of Natural and Cultural Resources  
State Library of North Carolina  
NC Cardinal Memorandum of Agreement  
Contract Number 2323**

This Agreement is hereby made between the North Carolina Department of Natural and Cultural Resources, State Library of North Carolina, 109 East Jones Street, Raleigh, NC (hereinafter referred to as "Department") and the Forsyth County Public Library, 201 N. Chestnut Street, Winston-Salem, NC 27101 (hereinafter referred to as "Library" and together, the "Parties").

WHEREAS, NC Cardinal is a project of the State Library of North Carolina conducted in partnership with North Carolina public libraries;

WHEREAS, this collaboration leverages federal and local funds to achieve operational efficiencies and cost savings for public libraries and provide for more effective use of public resources;

WHEREAS, the use of a single, shared online catalog expands resource sharing and cooperative services among public libraries and delivers faster access to a greater number and variety of resources for library patrons;

NOW, THEREFORE, the Parties hereto, desiring to establish or renew their commitment to NC Cardinal upon the terms set forth below, do hereby agree as follows:

**I. Terms and Conditions**

While the Library retains autonomy over its local operations, participation in NC Cardinal requires collaboration in developing common policies and shared decision making. For acceptance into and continuing participation in NC Cardinal, the Library shall abide by the NC Cardinal Bylaws (Attachment A) and adhere to the following terms and conditions:

**A. General Terms and Conditions**

- 1) Comply with NC Cardinal policies, procedures, and protocols, including regulations approved by the State Library and policies of the NC Cardinal Governance Committee;
- 2) Connect to the network exclusively with equipment that is compatible with NC Cardinal;
- 3) Support the development and implementation of electronic and physical delivery of NC Cardinal materials and services to other members of NC Cardinal;
- 4) Provide in-person services to patrons of all NC Cardinal libraries in the same manner as to the Library's own patrons and local residents;
- 5) Refrain from making internal policy changes that would adversely affect other NC Cardinal libraries;
- 6) Provide Library representation at NC Cardinal General Membership meetings;
- 7) Provide Library representation and service to committees, task forces, and forums sponsored by the NC Cardinal Governance Committee;
- 8) Ensure Library personnel participation in appropriate training and continuing education programs;
- 9) Allow use of the Library's name in NC Cardinal official documents and informational sites;



- 10) Agree to and adhere to the GNU General Public License (GNU GPL) for Evergreen software, a copyleft license which ensures free software rights are preserved when the work is distributed; and
- 11) Make no changes to the Evergreen software code other than alterations of bibliographic holdings data.

**B. Data Terms and Conditions**

- 1) Input, maintain, and share bibliographic holdings with all NC Cardinal libraries;
- 2) Input newly acquired holdings according to the standards developed by the NC Cardinal Cataloging Committee and approved by the NC Cardinal Governance Committee;
- 3) Input, maintain, share, and keep patron records confidential according to applicable federal and State laws, including G.S. § 125-19 of the North Carolina General Statutes;
- 4) Comply with the NC Cardinal cataloging best practices and procedures for item and patron records prior to migrating data into NC Cardinal;
- 5) Restrict the creation of data records and other cataloging-related activity in NC Cardinal to authorized and NC Cardinal certified personnel;
- 6) Enter accurate information for all NC Cardinal transactions and statistics; and
- 7) Adhere to the NC Cardinal membership policies as defined in Appendix A: Bylaws, Section 2, Membership.

**C. Lending and Resource Sharing Terms and Conditions**

- 1) Lend Library materials to patrons of NC Cardinal libraries in the same manner as to the Library's own patrons and local residents. This does not preclude charging standard Interlibrary Loan (ILL) fees if the loan is transacted through ILL rather than in person; and
- 2) Begin sharing Library resources with other NC Cardinal libraries through the Resource Sharing Delivery System within two (2) months of the Library's "GoLive!" date.

**II. Governance Committee**

- A. The Governance Committee provides guidance to the State Library of North Carolina in terms of communications, organizational structure, review of NC Cardinal Bylaws and Memoranda of Agreement, and the recommendation of cost sharing and common, consistent policies.
- B. The State Library has final decision-making authority for all matters pertaining to NC Cardinal and may override a recommendation of the Governance Committee that is determined to be:
  - 1) detrimental to the majority of NC Cardinal libraries;
  - 2) not cost-effective to implement;
  - 3) adversely impacting NC Cardinal project management and support operations; or
  - 4) negatively received by NC Cardinal's hosting vendor or the Evergreen Community at large.

**III. Financial Responsibilities – State Library of North Carolina**

- A. NC Cardinal is a project of the State Library of North Carolina, supported by grant funds from the Institute of Museum and Library Services under the provisions of the Federal Library Services and Technology Act. The Department shall fund the migration costs associated with migrating from the Library's current Integrated Library System into the NC Cardinal Integrated Library System. The Department shall also fund branch costs and shared ILS costs associated with base level access for the Library's participation in

NC Cardinal during the State Fiscal Year (July 1 – June 30) of the Library's migration and one (1) additional State Fiscal Year. Base level access includes access to and use of the NC Cardinal Integrated Library System (ILS) software, hardware maintenance, hardware administration, database administration, Standard Internet Protocol (SIP) services, software upgrades, second-level system support, integral components, and tools related to the statewide resource sharing distribution system.

- B. The Department shall fund and manage project administration for NC Cardinal. Project administration includes project oversight, project schedule development, vendor negotiations and contract administration, budget forecasting, migration management, development and maintenance of communications channels, and coordination of NC Cardinal Committees.
- C. The Department shall fund and manage first-line software support for NC Cardinal. First-line support includes maintaining a help ticket system, providing remote and onsite assistance, training, and facilitating communications with second-level vendor support.
- D. The Department shall fund and manage resource sharing services for NC Cardinal. Resource sharing services include delivery system administration, purchase and distribution of shipping supplies, training, vendor communications, and problem resolution.
- E. The Department retains final financial decision-making authority for all matters pertaining to the NC Cardinal Integrated Library System (ILS) and its users.
- F. The Department shall not exceed \$1,048,962 in total State Fiscal Year 2017-2018 expenditures for NC Cardinal.

**IV. Financial Responsibilities – Participating Library**

- A. Upon the third (3rd) State Fiscal Year of participation in NC Cardinal, the Library shall fund its portion of branch costs and shared ILS costs for base level access to the NC Cardinal ILS. Base level access includes access to and use of the NC Cardinal Integrated Library System (ILS) software, hardware maintenance, hardware administration, database administration, Standard Internet Protocol (SIP) services, software upgrades, second-level system support, integral components, and tools related to the statewide resource sharing distribution system.

The Library's annual cost shall be calculated based upon the following formula:

$$\begin{aligned} & (\# \text{ of Qualifying Branches} * \text{ Cost per Branch}) \\ & \quad \quad \quad + \\ & \quad \quad \quad (\% \text{ of Active Items} * \text{ Shared ILS Costs}) \end{aligned}$$

- B. Qualifying branches are those that incur an annual outlet fee by meeting the following criteria:
  - 1) Open more than 18 hours per week
  - 2) Store and circulate items to the general public
  - 3) Act as a circulating branch as their primary responsibility
- C. Non-optional third party services may be required to support the NC Cardinal ILS and may incur additional annual costs to the Library. Non-optional third party services must be agreed to by a two-thirds majority of all NC Cardinal libraries and approved by the State Library's NC Cardinal Program Manager. Written notification of the implementation

of non-optional third party services shall be given to all NC Cardinal libraries on or before July 1. The new service shall become effective July 1 of the following State Fiscal Year. The Library's annual third party service costs shall be calculated based upon the following formula:

$$\% \text{ of Active Items} * \text{Total Annual Service Cost}$$

- D. The Library shall pay the combined total for its portion of subscription costs, if any, and third party vendor service costs, if any, as detailed in Attachment B for the current State Fiscal Year.
- E. Optional third party services that do not directly support NC Cardinal ILS maintenance may be added at the discretion of the Library. The Library shall not adopt optional third party services that may adversely affect other NC Cardinal libraries.
- F. The Library shall comply with the provisions of subscription agreements made by the Department on behalf of NC Cardinal libraries and shall accept responsibility only for the actions of the Library's own employees related to these agreements.

**V. Availability of Funds**

All terms and conditions of this Agreement are dependent upon and subject to the allocation of funds for the purposes set forth and the Agreement shall automatically terminate if funds cease to be available.

**VI. Withdrawal from NC Cardinal**

A. The Library shall have the right to discontinue participation in NC Cardinal by giving written notice on or before June 30 to the Department. The withdrawal shall be effective September 30 of the following State Fiscal Year. Upon completion of withdrawal, this Agreement shall be considered terminated.

B. Notice shall be made only through written notice to the State Librarian at the following address:

State Library of North Carolina  
4640 Mail Service Center  
Raleigh, NC 27699-4600

- C. In the event of withdrawal, the Library shall:
- 1) lose all rights and benefits to NC Cardinal service delivery and governance;
  - 2) have their patrons withdrawn from NC Cardinal resource sharing, delivery systems, and cooperative fine and fee processes;
  - 3) have sole responsibility for replacement of all services provided through NC Cardinal and the Department's subscription agreements;
  - 4) have sole responsibility for notifying third party software vendors of the Library's effective date of withdrawal from NC Cardinal;
  - 5) pay the cost to remove the Library's complete policy set, circulation rules, hold policies, library settings, staff accounts, item records, and patron records from NC Cardinal at the current rate of its hosting vendor;
  - 6) not be required to return LSTA grant monies so long as the Library is in full compliance of grant requirements; and
  - 7) not receive a refund for any portion of annual subscription costs or third party vendor costs paid by the Library as the effective date of withdrawal shall occur after completion of a full service year.

- D. In the event of withdrawal, the Department shall:
  - 1) discontinue NC Cardinal funding and services for the Library on the designated termination date; and
  - 2) provide up to two (2) data export files of the Library's bibliographic, item, patron, and circulation data at no cost to the Library.

**VII. Default**

- A. A violation of any provision, policy, or requirement that is not corrected by the Library within sixty (60) days after written notice by the Department will constitute default under the terms of this Agreement.
- B. If default occurs, the Department may terminate the Library's participation in NC Cardinal by sending written notice of termination to the Library. The termination shall be effective on September 30 of the following State Fiscal Year.
- C. Upon receiving notice of termination from the Department, the Library shall proceed with withdrawal from NC Cardinal pursuant to Section VI above.

**VIII. Modification/Amendment of Agreement**

This Agreement may be amended at any time upon written agreement of the Parties.

**IX. Term and Termination of Agreement**

- A. This Agreement shall be effective upon final signature of the Parties and shall end on June 30<sup>th</sup> of the next calendar year, unless sooner terminated as set forth in Sections VI or VII above. The Library and the Department may, either by amendment to this Agreement pursuant to Section VIII above or by approval of a new Agreement, extend the term annually by July 1 for each subsequent State Fiscal Year.
- B. If the term of this Agreement is not extended and no successor agreement is to be executed upon the expiration of the term of this Agreement, the Library shall immediately proceed with withdrawal from NC Cardinal pursuant to Section VI above. Upon completion of withdrawal, this Agreement shall be considered terminated.

**X. Agreement Documents**

- A. This Agreement shall consist of the following documents in order of precedence:
  - 1) Amendments to this Agreement, if any;
  - 2) This Agreement;
  - 3) Attachment A: NC Cardinal Bylaws
  - 4) Attachment B: NC Cardinal Annual Costs by Library
- B. In the event of a conflict between or among the terms of the Agreement Documents, the term in the Agreement Document with the highest precedence shall prevail. Amendments to the Agreement, if any, shall have the highest precedence, the Agreement shall have the second highest precedence, and Attachments the third highest precedence. These documents shall constitute the entire agreement between the Parties and supersede all other prior oral or written agreements.

**XI. Severability**

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

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**XII. Governing Law**

This Agreement shall be construed in accordance with the laws of the State of North Carolina.

**XIII. Notices**

All notices issued under this Agreement shall be reduced to writing and a signed original document shall be sent to the Agreement Administrator.

Administrator of the Agreement for the Department: The Agreement Administrators are the persons to whom all required notices shall be given and to whom all matters relating to the administration or interpretation of this Memorandum of Agreement shall be addressed. The Library shall designate a single Agreement Administrator, who shall be the Library's primary contact with the Department for all issues regarding this Contract. The Contractor shall identify its initial Contract Administrator in its proposal and shall confirm the name, title, address, telephone number, facsimile number, and email address of its Contractor Administrator within 5 business days after the Effective Date of the Contract. The Library's Contract Administrator shall be available by phone, facsimile, or e-mail, upon 24-hours notice. DNCR's contract administrators are named below.

**Agreement Administrator for the Library**

<u>Elisabth Keppler</u>		<u>Supervisor, Technical Services Department</u>	
Name		Title	
<u>660 W. 5th Street</u>			
Street Address			
<u>Winston Salem</u>		<u>NC</u>	<u>27101</u>
City		Zip	
<u>keppleep@forsyth.cc</u>			
Email			
<u>336-703-3048</u>		<u>336-727-2549</u>	
Phone		Fax	

**Agreement Administrators for the Department of Natural and Cultural Resources**

For All Day-To-Day Activities	For All Other Agreement Issues
Benjamin Murphy Manager, NC Cardinal Program (USPS) 4640 Mail Service Center Raleigh, NC 27699-4600  (FedEx, UPS) 109 E. Jones Street Raleigh, NC 27601  Telephone: (919) 807-7424 Facsimile: (919) 799-8748 E-mail: <a href="mailto:benjamin.murphy@ncdcr.gov">benjamin.murphy@ncdcr.gov</a>	Roger Odom Director of Procurement and Contract Monitoring NC DNCR, Purchasing Office 109 E. Jones Street Raleigh NC 27601  Telephone: (919) 807-7269 Facsimile: (919) 733-6993 E-mail: <a href="mailto:roger.odom@ncdcr.gov">roger.odom@ncdcr.gov</a>



**XIV. Care of Property**

The Library agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this Contract or purchased by it for this Contract and will reimburse the State for loss of damage of such property.

**XV. Access to Persons and Records**

The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the Library during and after the term of the Contract to verify accounts and data affecting fees or performance).

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Library and the Department have each executed this Agreement in duplicate originals.

**Forsyth County Public Library**

*Sylvia Sprinkle-Hamlin*

Sylvia Sprinkle-Hamlin  
Library Director

*7/19/17*

Date

**Forsyth County Board of Commissioners**

David Plyler  
Chairman

Date

**State Library of North Carolina**

Cal Shepard  
State Librarian

Date

**North Carolina Department of Natural and Cultural Resources**

Staci T. Meyer  
Deputy Secretary

Date

**Approved as to the Availability of Funds**

Budget Code: 4601 / 535830 / 1495425

Dwayne Patterson  
Chief Financial Officer

Date

Roger Odom  
Director of Procurement and Contract Monitoring

Date

# Attachment A: NC Cardinal Bylaws

July 2014

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## **Section 1: Name and Mission**

1. The name of this organization shall be NC Cardinal. NC stands for North Carolina.
2. The purpose of NC Cardinal is to provide North Carolina residents greater access to public resources.

NC Cardinal is a partnership between the State Library of North Carolina and North Carolina public library systems. NC Cardinal uses an open-source integrated library system (ILS) to expand resource sharing and cooperative services development through a single, shared online catalog.

## **Section 2: Membership**

Members are those eligible organizations that have submitted applications and been approved by the State Library. NC Cardinal is supported by the Library Services & Technology Act (LSTA) grant program which, in turn, supports the implementation of North Carolina's current LSTA Five-Year Plan. LSTA funds are awarded to the State Library of North Carolina by the Institute of Museum and Library Services (IMLS).

NC Cardinal Member Libraries must agree to:

1. participate in NC Cardinal and share their bibliographic and patron databases;
2. participate in NC Cardinal decision making and abide by Governance Committee decisions;
3. participate in resource sharing and provide in-person services to all patrons of NC Cardinal libraries in the same manner as to their own patrons; and
4. allow the use of the library name in NC Cardinal official documents and informational sites.

### **Section 2a: Application for Membership**

Prospective members may join NC Cardinal by submitting an NC Cardinal Grant Application. Applicants should understand the annual State Library of North Carolina's LSTA General Information & Provisions and the Program-Specific Information & Guidelines.

#### **Qualifications**

To be eligible for participation in NC Cardinal, public libraries must:

1. qualify for grants from the Aid to Public Libraries Fund; and
2. meet basic hardware and network speed requirements.

#### **Approval of Application**

The State Library of North Carolina may review and approve membership based upon funding and resource capacity, may refuse an application for membership, or may postpone consideration of an application for membership.

Upon approval, the applicant library must execute the NC Cardinal Memorandum of Agreement and adopt the NC Cardinal Bylaws. Failure to do so will disqualify the applicant from participation in NC Cardinal. The State Library may provide funds for the library to migrate its automated system data into NC Cardinal, to receive training in using NC Cardinal, to access the NC Cardinal services subscription, and to make other expenditures determined by the State Library to be necessary for a successful migration.



In the event that funds or program capacity are not available to support all public libraries that apply, applicants will be selected based on the following criteria:

1. expiration date of the library's automated system contract;
2. scope and complexity of the library's migration requirements; and
3. other circumstances affecting the library as determined by the State Library.

### **Section 2b: Membership Activation**

Membership is effective on the date the NC Cardinal Memorandum of Agreement is fully executed.

### **Section 2c: Member Withdrawal**

Prior to terminating or taking action to withdraw from NC Cardinal, the Member Library shall discuss their intentions with authorized representatives of the State Library and the NC Cardinal Governance Committee. Critical issues that the Member Library believes justify such withdrawal must be presented in written form. If discussions with the State Library and the NC Cardinal Governance Committee do not resolve the issues to the Member's reasonable satisfaction, the Member Library shall have the right to discontinue participation in NC Cardinal by give written notice on or before June 30 to the State Library, subject to the terms and conditions of the Memorandum of Agreement.

### **Section 2d: Effective Date of Withdrawal**

The membership of a Member Library giving written notice on or before June 30 will cease on September 30 of the following State Fiscal Year.

### **Section 2e: Default**

A violation of any provision, policy, or requirement that is not corrected by the Member Library within sixty (60) days after written notice by the State Library will constitute default under the terms of their NC Cardinal Memorandum of Agreement and these Bylaws, subject to the terms and conditions of the Memorandum of Agreement.

### **Section 2f: Electronic Balloting**

At the discretion of the State Library or by a consensus vote of the Governance Committee, electronic balloting may be employed. Notice of issues for electronic ballot must be electronically emailed to each member of the Governance Committee no less than one (1) week prior to the designated "ballot start time." Electronic balloting may proceed after approval by the Governance Committee.

## **Section 3: Governance Committee**

The Governance Committee provides guidance to the State Library of North Carolina in terms of communications, organizational structure, review of NC Cardinal Bylaws and Memorandum of Agreement, cost sharing policies, and the approval of common, consistent policies. Powers and Authority for this committee are outlined in Section 3h, Powers and Authority.

### **Section 3a: Number and Composition**

The Governance Committee shall consist of five (5) members from participating NC Cardinal Libraries and two (2) members from the State Library: the NC Cardinal Program Manager and a representative

from the Library Development Section. Governance Committee members must be selected from the Senior Management staff of Member Libraries.

NC Cardinal Member Library representation on the Governance Committee shall be composed of:

1. one (1) member from a Municipal library;
2. one (1) member from a County library;
3. one (1) member from a Regional library; and
4. two (2) members at large.

### **Section 3b: Nomination**

At least sixty (60) days prior to the NC Cardinal General Membership Meeting, the Governance Committee must appoint a Nominations Committee of two (2) or more Members who are not seeking election. The Nominations Committee is required to receive and coordinate nominations for election to the Governance Committee.

### **Section 3c: Election**

An election of Governance Committee members must be held at an NC Cardinal General Meeting to replace those members whose terms of office have expired or will expire at the end of the meeting.

### **Section 3d: Terms**

A term of office shall be two (2) years, to commence at the beginning of the next Quarter after the election with the exception of the first year. Following the election, an announcement of the newly elected officers will be sent to the membership promptly. Committee members may serve two (2) consecutive terms with a two-thirds (2/3) majority vote of the membership. Committee appointments shall be staggered to promote consistency as well as to accommodate change.

### **Section 3e: Vacancies**

Vacancies on the Governance Committee shall be filled by appointment by the Governance Committee until the next election of members.

### **Section 3f: Meetings of Governance Committee**

The Governance Committee shall hold at least two meetings per year, with other meetings scheduled as needed. At least thirty (30) days in advance, the General Membership shall be notified of Governance Committee meetings. Governance Committee meetings are closed and attendance is limited to Committee members, administrative staff of Member Libraries, and invited guests.

Additional meetings may be scheduled:

1. at the request of the State Library;
2. at the request of two Governance Committee members; or
3. upon receipt of a written request signed by at least fifty (50) percent of the membership.

At least one (1) annual meeting will be held for the General Membership. Members will be notified at least thirty (30) days in advance of the annual meeting. Minutes of meetings shall be kept and distributed to the membership.

### **Section 3g: Attendance**

It is expected that Governance Committee members will attend all meetings in person. If a Governance Committee member cannot attend a Committee meeting, the member may make advance arrangements with the NC Cardinal Program Manager and the hosting site to participate electronically, by conference call or other technology.

Governance Committee members will not send a representative to the meeting as a substitution.

If a Governance Committee member cannot actively participate in more than two (2) consecutive meetings, the member may be replaced for the duration of their term by appointment of the other members of the Governance Committee.

### **Section 3h: Powers and Authority**

The Governance Committee shall provide counsel and support to the State Library of North Carolina and Member Libraries in the operation of NC Cardinal by:

1. recommending policy;
2. monitoring current research and trends to determine the best practices;
3. communicating to the entire membership; and
4. reviewing and discussing recommendations from other NC Cardinal Committees and providing a final recommendation.

Topics may cover a wide range of subjects, including information technology, vendor purchases, upgrades, enhancements, support, membership costs, and budget considerations.

NC Cardinal Member Libraries will act upon recommendations approved by the Governance Committee.

### **Section 3i: Voting**

Only Governance Committee members may vote at a Governance Committee meeting. Each Governance Committee member has one (1) vote. This vote must be cast in person. Proxy representation and proxy voting are not allowed. If an elected member cannot attend a Committee meeting, the member has the option of making advance arrangements with the NC Cardinal Program Manager to participate via technology, or forfeit the right to vote at the meeting. A two-thirds (2/3) majority vote among Governance Committee members is required to pass a policy or recommendation.

### **Section 3j: Non-voting Members**

The NC Cardinal Program Manager shall be a non-voting member.

### **Section 3k: Appeal Process**

A Member Library(ies) may request reconsideration of a decision made by the NC Cardinal Governance Committee. A written request for reconsideration must be submitted within fourteen (14) days of the Committee decision. The appeal must include a justification for submitting the request for reconsideration, with supporting facts, and be signed by the submitting Member Library(ies). The Governance Committee will review the request for reconsideration within fourteen (14) days of submission. A written notice of action and/or decision will be distributed by the Governance Committee to the appealing Member Library(ies).



### **Section 3i: Removal**

Should it become necessary to dissolve the Governance Committee, a two-thirds (2/3) majority vote of no-confidence from the NC Cardinal membership shall dissolve the Governance Committee. Should the Governance Committee be dissolved, a nominating committee selected from the membership shall propose new candidates.

### **Section 4: Working Committees**

Category-specific NC Cardinal task forces/committees, for example Cataloging or Resource Sharing, will submit recommendations for approval to the Governance Committee. These recommendations will be voted upon for implementation. Voting will adhere to the procedures as outlined Section 3i of these Bylaws.

#### **Section 4a: Creation of Working Committees**

Recommendations for new committees are submitted by NC Cardinal Member Libraries directly to NC Cardinal Program Staff or the NC Cardinal Governance Committee. Requests for project- or category-specific committees will be vetted and approved by the NC Cardinal Governance Committee. Committee member nominations will be solicited from Member Library Directors. Final member selections will be determined by NC Cardinal Program Staff according to the following composition:

1. at least one (1) member from a Municipal library;
2. at least one (1) member from a County library;
3. at least one (1) member from a Regional library; and
4. other members by level of expertise in the project- or category-specific area.

### **Section 5: Amendment of Bylaws**

The NC Cardinal Bylaws may be amended at any time by a two-thirds (2/3) majority of vote of Member Libraries. Thirty (30) days prior written notice shall be given to Member Libraries of any proposed amendment. Proposed amendments may originate from the NC Cardinal membership with signatures from one-third (1/3) of the Member Libraries.

The Bylaws shall be reviewed every two (2) years by the NC Cardinal Governance Committee at the beginning of new Committee appointments. The Committee shall recommend any modifications and submit the Bylaws for review and renewal to the Member Libraries with thirty (30) days written notice for a vote to extend or rescind the agreement.

### **Section 6: Definitions**

Library System	The organization unit as defined by the Evergreen Software, to be distinguished from branches, book mobiles, etc.
Member Library	A library system that participates in the NC Cardinal program.



**Attachment B – NC Cardinal Annual Costs by Library  
State Fiscal Year 2017-2018**

**Annual Cost Calculations**

A. The Department shall fund the migration costs associated with migrating from the Library's current Integrated Library System into the NC Cardinal Integrated Library System. The Department shall also fund branch costs and shared ILS costs associated with base level access for the Library's participation in NC Cardinal during the State Fiscal Year (July 1 – June 30) of the Library's migration and one (1) additional State Fiscal Year. Base level access includes access to and use of the NC Cardinal Integrated Library System (ILS) software, hardware maintenance, hardware administration, database administration, Standard Internet Protocol (SIP) services, software upgrades, second-level system support, integral components, and tools related to the statewide resource sharing distribution system. Upon the third (3rd) State Fiscal Year of participation in NC Cardinal, the Library shall fund its portion of branch costs and shared ILS costs for base level access to the NC Cardinal ILS.

B. The Library's annual costs for participation in the NC Cardinal ILS shall be calculated based upon the following formula:

**Shared ILS Costs Calculations:**

$$\text{Total Consortial Costs} - \text{Total Branch Costs} = \text{Shared ILS Costs}$$

**Library System Costs Calculations:**

Library's Portion of Branch Costs	( # of Qualifying Branches * Cost per Branch )
+ <u>Library's Portion of Shared ILS Costs</u>	( % of Total ILS Active Items * Shared ILS Costs )
<u><u>Total Library Costs</u></u>	

C. **Total Consortial Costs** are the annually reviewed and negotiated fees charged by the NC Cardinal hosting vendor to maintain and administer the shared ILS software and hardware. These fees provide for:

- 1) maintenance for server administration;
- 2) implementation of software upgrades;
- 3) maintenance of database storage performance optimization;
- 4) upgrade of server configuration; and
- 5) support of software issues and problem resolution.

D. Total Consortial Costs are then divided into two categories:

- 1) **Total Branch Costs** are the sum of all Costs per Branch for all qualifying libraries in the consortium.
- 2) **Shared ILS Costs** are the shared portion of the Total Consortial Costs after Total Branch Costs are deducted. These Shared ILS Costs are divided among all library systems according to each library's percentage of Active Items in the shared ILS.

E. The **Library's Portion of Branch Costs** is composed of the Cost per Branch multiplied by the number qualifying branches in that Library System.

- 1) The **Cost per Branch** is the annual flat fee charged by the NC Cardinal hosting vendor for each Qualifying Branch location within a Library's service area.
- 2) A **Qualifying Branch** meets the following criteria:
  - a. Is open more than 18 hours per week;
  - b. Stores and circulates items to the general public; and
  - c. Acts as a circulating branch as their primary responsibility.
- 3) Library outlets that are not qualifying branches will not incur the annual fee.

F. The **Library's Portion of Shared ILS Costs** is determined by multiplying the Shared ILS Costs by the percentage of total active items in the shared ILS catalog that are owned by the Library.

- 1) An **Active Item** is a catalog record associated with a specific barcode which has not been withdrawn, discarded, or deleted during the fiscal year. The Library's percentage of active items is calculated based on the total number of active items in the NC Cardinal shared catalog. Active item counts for the calculation of annual costs shall be captured on January 1 of each year.

G. The Library will receive an Annual Invoice each fiscal year listing Total Library Costs.

H. Total Library Costs FY 2017-2018

**Forsyth County Public Library**

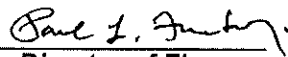
<b>Library's Portion of Branch Costs</b>	<b># of Qualifying Branches</b>	<b>Cost per Branch</b>		
\$10,000	10	\$1,000		
<b>Library's Portion of Shared ILS Costs</b>	<b># of Library Active Items</b>	<b>Total ILS Active Items</b>	<b>% of Total ILS Active Items</b>	<b>Shared ILS Costs</b>
\$9,677.20	664,065	6235918	10.65%	\$90,874.00

<b>Total Library Costs</b>
\$19,677.20

**This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.**

7/31/2017

**Date**

  
**Director of Finance**