



City of Keene  
*New Hampshire*

**FINANCE, ORGANIZATION  
AND PERSONNEL COMMITTEE  
AGENDA  
Council Chambers B  
February 22, 2018  
5:30 PM**

Mitchell H. Greenwald  
Carl B. Jacobs  
Terry M. Clark  
Thomas F. Powers  
Bettina A. Chadbourne

- 
1. FY 17 Audit Presentation - Melanson Heath
  2. Keene Link: Keene State College and City of Keene Agreement on Shared Library Systems and Services
  3. Lease - Jazzlyn Hospitality, LLC. - Economic Development, Initiatives and Special Projects
  4. Capital Improvement Program

Non Public Session  
Adjournment



City of Keene, N.H.  
*Transmittal Form*

January 10, 2018

**TO:** Finance, Organization and Personnel Committee

**FROM:** Nancy Vincent, Library Director

**THROUGH:** Elizabeth Dragon, City Manager

**ITEM:** 2.

**SUBJECT:** Keene Link: Keene State College and City of Keene Agreement on Shared Library Systems and Services

---

**RECOMMENDATION:**

That the Finance, Organization and Personnel Committee authorize the City Manager to negotiate and execute a revised Agreement between Keene State College and the City of Keene concerning Keene Link, the joint library automation system.

**ATTACHMENTS:**

Description

1991 Keene Link Agreement

**BACKGROUND:**

The current agreement was signed in 1991 between the College and the City. It outlines the specific technical services, reciprocal borrowing, and financial agreements put in place for a shared library system. The Keene State College Mason Library and the Keene Public Library operations are automated through the Innovative Interfaces system.

In 1989, both the Mason Library and the Public library recognized the need to automate operations and service. With the close proximity of the libraries, it became apparent that a shared system should be considered. If both collections could be entered into one database and if both collections were open to both communities, it would be a great advantage to all.

With the help of an automation consultant, joint college and city committees began the process of selecting a system – a process that involved the cooperation of library and computer staffs, administrators, trustees and the city council. Innovative Interfaces was selected and since then has been the software provider for Keene Link.

At the time of the purchase, the City could not afford to contribute to the purchase cost which from the outset had been planned to be a shared cost. Keene State College stepped forward and fully paid for the system sized to serve both the College and the City.

The 1991 agreement as to the ongoing responsibilities of both institutions was signed and this agreement remains in place. Through the current agreement, the College agreed to pay 2/3 of the annual maintenance software charges with the City paying the remaining 1/3.

At this time, Innovative Interfaces is in the process of replacing the current product with an upgrade. A joint committee of librarians from the Keene Public Library and Keene State College has reviewed it and recommends moving to the new system. While there is not a specific ending date, the current system will not be supported in the near future. The upgrade offers functionality and services the current system cannot provide.

Innovative Interfaces is offering a five-year contract for implementation of a complete system upgrade at a total cost \$25,000 to be paid as part of the annual fees. With the implementation fee distributed over five years, the yearly expense is slightly below the current annual maintenance fees.

The shared Keene Link system greatly benefits this community. Library users from the public library and all KSC faculty, staff, and students are able to request and borrow most materials from both libraries.

Given that the upgraded systems offer features that will be jointly shared by both libraries, the College is asking that the agreement be renegotiated so that each pays 1/2 of the yearly charges.

Last year, the combined yearly maintenance charge for Millennium was \$59,025. The City paid for access to certain features. With the current agreement that the City pay 1/3 of those costs, the City paid \$17,541.27.

In 2019, the combined maintenance software charges and upgrade implementation fee for Sierra is \$59,000. While the upgrade implementation fee remains the same over the entire 5 year contract, there will be a yearly adjustment of the maintenance fees.

Under the proposed change to the agreement, the City and the College each would pay 1/2 of the charges. The City yearly cost during the 5 year contract: FY 2019-\$29,500, FY 2020-\$29,500, FY 2021-\$30,445, FY2022-\$31,423 and FY2023- \$32,435.



3 Washington Street

*Copy to:*  
MacQueen, Perlunger,  
Perry, Pres. + Vincent  
City of Keene  
Drops  
Kahn  
Leverse  
file library Automation

July 31, 1991

Mr. Jay Kahn  
Keene State College  
229 Main Street  
Keene, NH 03431

Dear Jay:

Enclosed herewith for your files is the executed Agreement between KSC and the City of Keene for the Joint Library Automation System.

Thank you.

Sincerely,

*Pat MacQueen /ehl*  
Patrick MacQueen  
City Manager

/ehl

Enc.



AGREEMENT BETWEEN KEENE STATE COLLEGE

AND

THE CITY OF KEENE

THE JOINT LIBRARY AUTOMATION SYSTEM (KEENE LINK)

THIS AGREEMENT made this 26th day of July, 1991, between Keene State College, a non-profit corporation chartered and existing under the laws of the State of New Hampshire, hereinafter referred to as the COLLEGE, and the City of Keene, a municipal corporation chartered by the State of New Hampshire under the laws of New Hampshire, hereinafter referred to as the CITY;

WHEREAS: The College and the City have over the past two years jointly spent a great deal of time, effort, and money researching and actually requesting proposals for an automation system that would automate both the College Library and the City Library as well as link them together (hereafter known as Keene Link); and

WHEREAS: Due to budgetary concern, the City was not able to purchase its share of the joint system as originally envisioned; and

WHEREAS: The College has made the decision to purchase the entire system itself and has offered to the City use of the system it has purchased;

NOW, THEREFORE, The College and the City mutually agree as follows:

1. It is the goal of both the College and the City Libraries to provide patrons with an online public access catalog (OPAC). At such time as the OPAC and the "online circulation module"

are available to patrons at both the College and the City Libraries, the "access statement" providing reciprocal borrowing privileges (policy attached as Exhibit A) shall become the policy for both the City and College Libraries, and users of either Library will have reciprocal borrowing privileges at the other Library. Reciprocal borrowing privileges may be granted at an earlier date, at the College's behest, once the City Library implements the "online circulation module."

2. Until the OPAC is available, as described in #1 above, patron borrowing requests between the two Libraries will be accommodated through existing practice. This practice will hereafter include a means of compensating each Library for losses of materials.
  
3. Each party acknowledges that its Library has existing policies relating to various aspects of Library operation, including, but not limited to, privacy, confidentiality, book and material selection, and circulation procedures. The College and the City agree that each will recognize and honor, to the fullest extent possible, the policies of the other party's library insofar as they relate to and may affect the operational aspects of Keene Link (see, however, #7 below). To the extent that either party's library operations are severely impacted by virtue of library automation or reciprocal borrowing arrangements, discussion will take place between the parties to find ways to ameliorate the impact. While it is recognized that, with the exception of those peripherals acquired directly by the City, the College will own the automated system, the College agrees to provide mechanisms, during the term of this Agreement, for the City's Library to have reasonable input into Keene-Link policies, procedures, and services.

4. Maintenance costs for Keene Link are recurring charges for the operation of the system's hardware and software components. These costs will be divided as follows:
  - a. The City Library will not be required to pay any system maintenance costs through the warranty period nor will it be expected to pay system maintenance costs in FY92 unless it commences use of the circulation module during that period. The proportion of maintenance costs accruing to the City Library following FY92 will be based on the degree of involvement of that Library in the automation endeavor; however, at no point will the City Library assume responsibility for more than one-third of the maintenance costs without prior amendment to this Agreement.
  - b. Once it is determined that the City Library should begin payment of a share of system maintenance costs, the Libraries will move towards prorating those costs ~~will be prorated~~ on the basis of an index comprised of bibliographic records, circulation transactions, and ports used. *SDM* Abiding by the one-third to two-thirds formula (City Library to College Library), such payment may also be based on the number of automated modules (i.e., subsystems) being utilized.
5. The parties agree to the extent that future system enhancements are determined to be desirable to either or both Libraries, the cost of acquiring such enhancements will be distributed on the basis of the anticipated benefit to each party.
6. The City Library agrees to notify the College Library in writing 60 days prior to implementing use of any additional

software module.

7. The City Library agrees to be thoroughly familiar with and abide by the contract between the College and the current Library automation vendor (Innovative Interfaces, Inc.).
8. The City Library (or its cataloging agency) agrees to input, maintain, and share bibliographic records in a timely manner according to the standards developed by the College Library.
9. The City Library agrees to designate a representative to serve as the Library System Liaison. This individual will participate in day-to-day communications with the College Systems Librarian on matters of system operation and in joint development of detailed plans for required actions.
10. In the event that the College determines to replace its current Library automation vendor (Innovative Interfaces, Inc.) with another vendor, it will notify the City in writing of such decision at least six months in advance of the date of terminating the agreement with Innovative Interfaces, Inc., unless the decision is based on a change in vendor ownership or vendor support for the modules acquired by the College.
11. Each party's respective Library shall retain ownership of its bibliographic, holdings, patron, and circulation transaction records as well as its portion of any and all other databases that may be incorporated in Keene Link.
12. This agreement shall remain in effect through June 2000. In the event that either the College or the City wish to terminate this Agreement, that party shall serve such notice by certified mail on the other party at least eighteen (18)



months in advance of the proposed termination date, unless otherwise agreed upon mutually and in writing by both the City and the College. The parties to this Agreement may amend it in writing at any time.

13. Upon written request from the City Library, the College will provide, within six months, a machine-readable copy, in industry-standard format such as provided by the functions and capabilities of the library-automation system software, of all data relating to the City Library's operation, including, but not limited to, bibliographic, patron, and holdings records. To the extent that the data have been entered into the system in standard format, they shall be reproduced in standard format. The College Library shall inform the City Library in writing of the costs associated with recovering and copying said records, and the City Library shall pay these costs.
14. The College and the City hereby agree that system response time on average will be kept equal for both parties and that a means will be developed to achieve and continue this equivalent response time.
15. The City agrees to release and hold harmless the College from any and all liability and claims of liability for injury and damages, including consequential damages, which arise out of or are related to the City's participation in this Keene-Link agreement. This provision shall survive the expiration or termination of this agreement.



City of Keene, N.H.  
*Transmittal Form*

February 7, 2018

**TO:** Finance, Organization and Personnel Committee

**FROM:** Medard Kopczynski, Director-Economic Development, Initiatives and Special Projects

**THROUGH:** Elizabeth A. Dragon, City Manager

**ITEM:** 3.

**SUBJECT:** Lease - Jazzlyn Hospitality, LLC. - Economic Development, Initiatives and Special Projects

---

**RECOMMENDATION:**

That the Finance, Organization and Personnel Committee recommends that the City Manager be authorized to do all things necessary to negotiate and execute a lease with Jazzlyn Hospitality, LLC for parking at the Wells Street Garage.

**BACKGROUND:**

The lease with Monadnock Economic Development Corporation (MEDC) for 43 parking spaces in the Wells Street Parking Garage has terminated. There are no other renewals under the lease and MEDC has been sub-leasing the 43 spaces to Jazzlyn Hospitality, LLC., which owns the Fairfield Inn (as well as other hotels in Keene) and would like to continue the lease under the same conditions. This lease, however, would be for five (5) years with an option for five (5) years more.