

**RESOLUTION NO. 13/14-14  
CITY OF DAYTON, OREGON**

**Title:** *A Resolution Approving an Intergovernmental Agreement between Chemeketa Community College and the City of Dayton for the Chemeketa Cooperative Regional Library Service (CCRLS).*

**WHEREAS**, in 2008-2009, the City of Dayton entered into a 5-year Intergovernmental Agreement with Chemeketa Community College for the Chemeketa Cooperative Regional Library Service (CCRLS), hereafter called "Agreement"; and

**WHEREAS**, this Agreement was modified annually each following year; and

**WHEREAS**, the CCRLS rewrote the Agreement which is another 5-year Agreement with an annual payment amounts update;

**The City of Dayton resolves as follows:**

- 1) **THAT** the Mayor, City Manager, and staff are hereby authorized to execute the Intergovernmental Agreement, Contract No. 10195300, (attached hereto as Exhibit A and by this reference incorporated herein); and
- 2) **THAT** this resolution shall become effective immediately upon adoption.

**ADOPTED** this 2<sup>nd</sup> day of **June 2014**.

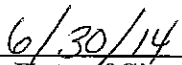
**In Favor:** Bixler, Collins, Frank, Utt, Wytoski

**Opposed:** None

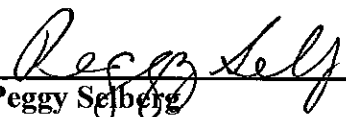
**Absent:** Price

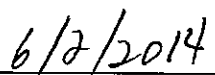
**Abstained:** None

  
\_\_\_\_\_  
Elizabeth Wytoski, Mayor

  
\_\_\_\_\_  
Date of Signing

**ATTESTED BY:**

  
\_\_\_\_\_  
Peggy Selberg  
City Recorder

  
\_\_\_\_\_  
Date of Enactment

**Attachment - Exhibit A**

Chemeketa Cooperative  
Regional Library Service



Community. Literacy. Technology.

P.O. Box 14007, Salem, OR 97309-7070 - Phone: (503) 315-4584 - Fax: (503) 399-7316

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

Contract #10195300, Amendment #01

This Agreement is by and between Chemeketa Community College hereafter known as COLLEGE, and the City of Dayton, hereafter known as CITY.

**Purpose:** The purpose of this amendment is to add funding for the 2014-15 fiscal year and to make changes in the contract consistent with the purchase of a new interlibrary loan system.

- 1) **Attachment A** is deleted in its entirety and replaced by the revised **Attachment A** which is attached to this amendment as **Exhibit 1** and which is incorporated herein by this reference.
- 2) **Attachment A1** is deleted in its entirety and replaced by the revised **Attachment A1** which is attached to this amendment as **Exhibit 2** and which is incorporated herein by this reference.
- 3) This amendment is effective upon signature by both parties. The changes to Attachment A1 are effective for the period July 1, 2014 - June 30, 2015 upon signature by both parties.

Signatures

Parties concur that all other terms and conditions of the original Agreement, and the terms and conditions of any Amendment to the original agreement, shall remain in effect.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below, effective as of the date set forth herein.

For COLLEGE:

John M. Goodyear 6/9/14  
(Signature) (Date)

John Goodyear  
Executive Director  
Chemeketa Cooperative Regional Library Service

For CITY:

Debra Lien 6/4/14  
(Signature) (Date)

Debra Lien  
Librarian

Elizabeth Wytoski 6/5/14  
(Signature) (Date)

~~Jolie White~~ Elizabeth Wytoski  
Mayor

Scott Pingel 6-4-14  
(Signature) (Date)

Scott Pingel  
City Manager

Chemeketa Community College is an equal opportunity/affirmative action employer and educational institution.  
To request this publication in an alternative format, please call 503.399.5192.

**Exhibit 1 to Amendment 01**  
**10195300 Attachment A**  
**Statement of Work/Consideration**

**1) Statement of Work**

a) Under this agreement CITY shall:

- 1) Provide at least the basic level of service to nonresidents within the COLLEGE District. Basic level of service is defined as one checkout and one hold per person at a time, utilizing individual rather than household cards.
- 2) Provide free borrowing privileges to card holding residents/patrons of other participating CCRLS cities (including Silver Falls District) and all currently registered College students who present a valid library card.
- 3) Ensure that in no case shall card-holding residents of the CCRLS district receive less than the basic level of service from CITY.
- 4) CITY may, at its sole option, elect to provide services to persons incarcerated in county, state, or federal jail or prison facilities. CITY may, at its sole option, elect not to allow its owned materials to be circulated to such facilities.
- 5) Notify each current non-resident cardholder within its geographic zone at least 30 days prior to instituting a fee for service above the basic level. No advance notification is necessary for fee increases.
- 6) Provide reference and information services to patrons of the participating libraries of the CCRLS District in cooperation with COLLEGE and other participating libraries.
- 7) Provide for the regular participation of the library director in meetings of the Polk, Yamhill and Marion Library Association (PYM) and as may be necessary in meetings of the CCRLS Advisory Council. Regular participation shall be defined as attendance by the library director at each meeting, unless excused. CITY library director's attendance at the September meeting of the PYM Association is highly encouraged. Library directors will have private secure email for communicating confidential CCRLS information. Directors will provide a chain of command to allow coverage in their absence.
- 8) Provide for the regular participation of library staff at training events provided by COLLEGE.
- 9) Assume full responsibility for the accuracy of data at its entry into the automation system database, and for updating that data accurately to reflect the proper links to the material in its library. Such data includes, but is not limited to Barcode number, library location, volume number, call number, copy number, type of material, status, etc.
- 10) Take reasonable measures to protect equipment in CITY's possession from abuse, theft, and misuse, CITY shall, while in possession of the computer system hardware, including peripheral devices, repair or replace as necessary any such items which are lost, physically damaged, or destroyed as a result of fire, theft, vandalism or other sudden and unforeseen occurrence which would be a peril insurable under a standard form electronic data processing property insurance policy; provided that CITY shall have no obligation under this paragraph with respect to loss resulting from defect in the computer system itself, or from the acts of vandals gaining access to the computer system programs. Or data accessed externally and not by the application of physical force to the tangible components of the system; and, provided further, that the CITY shall not be liable under this Agreement for any consequential damages incident to any loss under this section.

- 11) Prepare, provide, and maintain the furniture and physical location for installation of automated system terminals and equipment in its library. This responsibility includes cable installation, electrical power, and environment, all meeting manufacturer and vendor specifications.
- 12) CITY may purchase equipment and software to expand and enhance its own operations; provided that such equipment and software is acceptable to CCRLS as compatible with the automated system. CCRLS shall not be responsible for maintenance of CITY equipment, but will configure and ensure CCRLS network connectivity. CITY shall not connect or install any such equipment or software without the review and written approval of CCRLS after at least 90 days prior to notice by CITY. To facilitate this approval it is recommended that CITY include CCRLS in the examination and selection process. CCRLS cannot be responsible for making equipment and software work if this process is not followed. Any computer device connected to the CCRLS network must have approved anti-virus security software and a current, secure Operating System. CITY will not alter COLLEGE network or workstation equipment within their building without communication or direction from CCRLS.
- 13) Provide library staff possessing minimum level of technical ability and skill, with available phone access, to provide an onsite interface with CCRLS technical staff.

b) Under this agreement College shall:

1) Provide for the fiscal and administrative management of the CCRLS

a. Maintain the following:

1. The Chemeketa Cooperative Regional Library Advisory Council hereinafter referred to as the CCRLS Advisory Council, through which recommendations on policies of the Service can be expressed. The present membership of the CCRLS Advisory Council which shall be updated as needed and sent electronically for inclusion to all Library Directors and posted on the CCRLS website.
2. An ongoing liaison with Polk, Yamhill and Marion Library Association (PYM) (or their executive committee) through which recommendations on procedures and their implementation can be expressed.

b. Provide operation and maintenance of the CCRLS Automated System and related databases, including:

1. Maintain bibliographic, circulation, and borrower data in an automated database management system. Design, applications, enhancements of, and major changes of operation to the automated system database management system shall be subject to review by the PYM Technology Committee.
2. Manage the CCRLS automated system under the terms of this agreement and other applicable agreements with vendors and participating library so that CITY has access to its bibliographic, circulation, and borrower records during library business hours, and at other times as agreed upon between the City Library Director and the CCRLS Executive Director. The management responsibility for the automated system includes the obligation of CCRLS to monitor and evaluate entries for new materials and retrospective conversion of cataloging of old materials in order to maintain the highest quality bibliographic MARC database.
3. Acquire and provide for effective maintenance and support of all present and future central and remote automated system equipment at its own expense; and provide for secure installation and housing for automated system except such automated system equipment as is acquired by CITY for installation at its library, or as otherwise provided in Attachment A 1) Statement of Work a) 13) of this agreement.
4. Coordinate and assume cost for installation of telecommunications equipment and lines at CITY's central and branch libraries for use with automated system. Parties agree that COLLEGE does not control, and therefore cannot warrant, the telecommunication networks used to communicate data from a remote site, nor does this agreement cover maintenance of telecommunication lines.
5. Acquire and furnish to CITY, at COLLEGE's direct cost, certain necessary supplies, such as utilities, report forms, reserve notices,

bar codes, overdue notices, magnetic tapes, and other supplies except printer paper, cartridges and toner which may be required to provide the services of automated system to CITY.

6. Provide through CCRLS, at CITY request, specialized reports not regularly generated by automation system. CITY shall reimburse COLLEGE for the cost of providing such special reports.
7. Coordinate all service, support, equipment purchases and maintenance necessary to the proper operation of automated system and enforce rules and standards for use of automated system by participating libraries. CITY shall enter, retrieve, modify, and delete data in and from automated system in accordance with those rules and standards.
8. Maintain agreements for hardware maintenance and software support with current provider of library automation service(s) CCRLS shall provide reasonable approved maintenance and support for automated system hardware and software not provided by automation vendor. CCRLS shall provide reasonable prior notice to CITY when system operation must be suspended for operational or maintenance requirements. CCRLS shall exercise its best efforts to schedule such periods of suspension during hours when CITY's libraries are closed. Except for suspension of operation for necessary system maintenance or because security of the CCRLS automated system database or software is compromised or damaged, CCRLS shall not "lock out" CITY terminals from automated system.
9. Provide, through CCRLS, one or more dedicated telephone lines to serve the system, and related telecommunication equipment as provided in the agreement with the vendor for the automation system, and pay all related installation, acquisition, maintenance, and use cost.
10. Except for equipment and software purchased by CITY under Attachment A 1) Statement of Work a) 13), all automated system hardware, software, and other capital equipment shall remain the property of COLLEGE, and CITY shall have no claim thereto other than the right to use thereof under this AGREEMENT.
11. Through automation vendor, provide for regular backup of CCRLS automated system data and store the media containing such backup in a secure facility. In the event of system malfunction or loss of data, CCRLS shall work with automation vendor to restore the most recently backed up data to the system once it is again functioning. No liability is assumed by CCRLS if the automated system experiences down time or loss of data which cannot be recovered.
12. Provide training for at least one CITY staff person at any time the automated system operating systems or procedures are changed, enhanced, or otherwise revised. CCRLS shall provide up-to-date user manuals for CITY's staff. All other training of CITY staff shall be the responsibility of CITY. CITY shall designate one staff position responsible for coordinating training and operations matters with the CCRLS staff person responsible for automation system operations.

13. Provide and maintain appropriate space for the central computer facility serving CCRLS automated system.
14. Provide for general maintenance and utilities to support the CCRLS automated system. This obligation includes janitorial service, maintenance painting as necessary, structural repairs, lighting and electrical system maintenance, and HVAC maintenance.
15. While in possession of the computer system hardware, including peripheral devices, repair or replace as necessary any such items which are lost, physically damaged, or destroyed as a result of fire, theft, vandalism, or other sudden and unforeseen occurrence which would be a peril insurable under a standard form electronic data processing property insurance policy; provided that CITY shall have no obligation under this paragraph with the acts of vandals gaining access to the computer system, programs, or data tangible components of the system; and, provided further, that CITY shall not be liable under this agreement for any consequential damages incident to any loss covered under this section.
16. Provide personnel for the operation of the system. "Operation" includes: use of supplied software to generate reports, notices, lists, and similar documents and files; preparation and sending of overdue notices, hold notices, reports, billings, and other specified documents produced for routine system operation by the vendor(s) of the system and its installation, maintenance, or support of software, or the maintenance, repair or replacement of hardware or firmware.
17. Through its governing board, retain final authority over the policies and decisions relating to budget, operating procedures, system design, participation by other libraries, and other like issues of a general policy nature affecting their operation of CCRLS and automated system. The board, however, shall not take such actions without the recommendation of the CCRLS Advisory Council.
18. In serving card-holding CCRLS district nonresident patrons, abide by each CITY's rules and procedures regarding borrowing privileges. In no case shall card-holding residents of the CCRLS district receive less than the basic level of service from COLLEGE.
19. Provide a monthly accounting and quarterly reporting of expenditures under this program to the CCRLS Advisory Council.
20. Reimburse CITY for library materials borrowed by non-residents under this AGREEMENT and not returned by the borrowers within six months of due date. CITY hereby transfers and assigns all interests in such materials and all rights to unpaid overdue fines and replacement charges with respect thereto.
21. Provide regular courier service between the participating libraries.
22. COLLEGE may coordinate group purchasing of CCRLS related equipment, software or non-essential supplies, as needed, to assist CITY and other participants. Charges for purchased supplies,

equipment, services, maintenance contracts, delivery charges, postage, etc. will be billed to CITY at direct cost and payable to COLLEGE.

- c. **Electronic Payments for Fines, Lost Book Charges, or Other Charges**
  1. Through CCRLS, collect and process electronic payments for fines, lost book charges, or other charges owed to CCRLS member libraries.
  2. Process charges that are paid only through the shared library automation system operated by COLLEGE.
  3. COLLEGE shall not be financially responsible to refund corrected charges to a library patron. Any dispute of charges is the responsibility of CITY to resolve with the patron. Deductions from the merchant banking account will be deducted from the next regular payment to the associated CITY library.
  4. Compile and calculate charges on a monthly basis. However, payment to CITY will be made on a quarterly basis. In the event the amount due to CITY is less than \$15, the payment may be held for the next quarterly payment.
  5. Make payment to CITY in the amount paid on their behalf, minus merchant services for the period. Associated fees will be distributed on a pro-rata basis to each library based on the percentage of total funds collected that month and total fees that month.
  6. COLLEGE shall be credited payments for unidentified charges, or for items which COLLEGE has previously reimbursed CITY.
  7. COLLEGE shall acknowledge responsibility only for the amount of any correction without penalty.

## **2) Consideration**

- a) CITY will be compensated by COLLEGE in the amount shown in Attachment A1 – Compensation Schedule for CITY for providing nonresident library service for the residents of the COLLEGE District. Payments shall be made in four equal installments at the end of each quarter as provided herein.
- b) COLLEGE shall pay CITY for each net loan provided, i.e., the difference between the number of CITY items loaned to and checked out in another library and the number of items owned by other libraries borrowed and checked out by the CITY library. Tabulation of net loans shall be provided by the CCRLS automated integrated library system. Each net loan shall be paid in the amount shown in Attachment A1. Payments shall be made quarterly as provided herein.
- c) Payments issued under this Agreement, either for full or partial payment, shall reference the College contract number written herein.

Revised 5.12.14



**ATTACHMENT A1  
COMPENSATION SCHEDULE  
FY 2014-15**

**Non-Resident Library Service Fee to City by College**

Library	Amount	Quarterly Payment
<b>AMITY</b>	<b>6,002</b>	<b>1,501</b>
<b>CHEMEKETA</b>	<b>6,987</b>	<b>1,747</b>
<b>DALLAS</b>	<b>63,502</b>	<b>15,876</b>
<b>DAYTON</b>	<b>6,782</b>	<b>1,695</b>
<b>INDEPENDENCE</b>	<b>42,366</b>	<b>10,592</b>
<b>JEFFERSON</b>	<b>10,106</b>	<b>2,527</b>
<b>LYONS</b>	<b>10,243</b>	<b>2,561</b>
<b>MCMINNVILLE</b>	<b>138,768</b>	<b>34,692</b>
<b>MONMOUTH</b>	<b>57,971</b>	<b>14,493</b>
<b>MT ANGEL</b>	<b>14,740</b>	<b>3,685</b>
<b>NEWBERG</b>	<b>95,106</b>	<b>23,777</b>
<b>SALEM</b>	<b>559,643</b>	<b>139,911</b>
<b>SHERIDAN</b>	<b>14,075</b>	<b>3,519</b>
<b>SILVER FALLS</b>	<b>76,402</b>	<b>19,101</b>
<b>STAYTON</b>	<b>56,723</b>	<b>14,181</b>
<b>WAGNER LIBRARY (FALLS CITY SD)</b>	<b>4,513</b>	<b>1,128</b>
<b>WILLAMINA</b>	<b>13,807</b>	<b>3,452</b>
<b>WOODBURN</b>	<b>70,324</b>	<b>17,581</b>

**Net Loan Payment to City by College**

The net loan payment rate for fiscal year 2014-15 shall be \$1.50 per item.