

**RESOLUTION NO. 16/17-12  
CITY OF DAYTON, OREGON**

**Title: *A Resolution Approving Amendment #04 of the 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; and

**WHEREAS**, the CCRLS has proposed Amendment #04 for approval by the Dayton City Council.

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

- 1) **THAT** the City Manager and appropriate staff are hereby authorized to execute Amendment #04 of the Intergovernmental Agreement with CCRLS (attached hereto as Exhibit A and by this reference incorporated herein); and
- 2) **THAT** this resolution shall become effective immediately upon adoption.

**ADOPTED** this 5<sup>th</sup> day of **June 2017**.

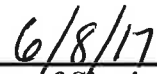
**In Favor: Bixler, Collins, Mackin, Marquez, Price and Wytoski**

**Opposed: None**

**Absent: None**

**Abstained: None**

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

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

**ATTESTED BY:**

  
\_\_\_\_\_  
Rochelle Roaden  
City Recorder

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

**Attachment - Exhibit A**

**Exhibit 1 to Amendment for ~~2016~~2017-2017~~2018~~  
CCRLS Participation Agreement**

**Attachment A  
Statement of Work/Consideration**

**1) Statement of Work**

- a) Under this agreement CCRLS PARTICIPATING ENTITY shall:
- 1) Provide at least the basic level of service to nonresidents within the COLLEGE District and to nonresident staff currently employed with the COLLEGE. Basic level of service is defined as ten checkouts and ten holds 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 CCRLS PARTICIPATING ENTITY.
  - 4) CCRLS PARTICIPATING ENTITY may, at its sole option, elect to provide services to persons incarcerated in county, state, or federal jail or prison facilities. CCRLS PARTICIPATING ENTITY 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. CCRLS depends on member participation. Regular participation shall be defined as attendance by the library director at each meeting, unless excused. CCRLS PARTICIPATING ENTITY 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 subcommittee meetings and training events provided by COLLEGE. CCRLS will reimburse mileage at current college rates; roundtrip from participating library to the meeting/training. Reimbursement will be made biannually.
  - 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 CCRLS PARTICIPATING ENTITY's possession from abuse, theft, and misuse, CCRLS PARTICIPATING ENTITY 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

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 CCRLS PARTICIPATING ENTITY has access to its bibliographic, circulation, and borrower records during library business hours, and at other times as agreed upon between the CCRLS PARTICIPATING ENTITY 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 essential 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 CCRLS PARTICIPATING ENTITY 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 CCRLS PARTICIPATING ENTITY'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 CCRLS PARTICIPATING ENTITY, at COLLEGE's direct cost, certain necessary supplies and services, such as utilities, library cards, bar codes, patron notices, storage media, and other supplies except printer paper, cartridges and toner which may be required to provide the services of automated system to CCRLS PARTICIPATING ENTITY.
  6. Provide through CCRLS, at CCRLS PARTICIPATING ENTITY's request, specialized reports not regularly generated by automation system. CCRLS PARTICIPATING ENTITY shall reimburse COLLEGE for the cost of providing such special reports at College request.
  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. CCRLS PARTICIPATING ENTITY shall enter, retrieve, modify, and delete data in and from automated system in accordance with those rules and standards.

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 CCRLS PARTICIPATING ENTITY 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 CCRLS PARTICIPATING ENTITY shall not be liable under this agreement for any consequential damages incident to any loss covered under this section.

15. 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.
16. 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.
17. In serving card-holding CCRLS district nonresident patrons, abide by each CCRLS PARTICIPATING ENTITY'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.
18. Provide a quarterly financial report to the monthly accounting and quarterly reporting of expenditures under this program to the CCRLS Advisory Council that includes revenue and expense information for the quarter and year to date, compared to a) current year budget and b) prior year for the same period. The report will be made available to CCRLS participating entities.
19. Reimburse CCRLS PARTICIPATING ENTITY for library materials borrowed by non-residents under this AGREEMENT and not returned by the borrowers within six months of due date. CCRLS PARTICIPATING ENTITY hereby transfers and assigns all interests in such materials and all rights to unpaid overdue fines and replacement charges with respect thereto.
20. Provide regular courier service between the participating libraries.
21. May coordinate group purchasing of CCRLS related equipment, software or non-essential supplies, as needed, to assist CCRLS PARTICIPATING ENTITY and other participants. Charges for purchased supplies, equipment, services, maintenance contracts, delivery charges, postage, etc. will be billed to CCRLS PARTICIPATING ENTITY at direct cost and payable to COLLEGE.
22. Coordinate group purchasing of printer and computer management software licenses from Envisonware (or subsequent vendor) and

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 CCRLS PARTICIPATING ENTITY.
7. COLLEGE shall acknowledge responsibility only for the amount of any correction without penalty.
8. COLLEGE shall, at all times during the term of this Agreement, comply with Oregon Revised Statutes Chapter 295 and shall deposit any fines, fees, charges, or other payments collected pursuant to this Agreement in an institution included in the Oregon State Treasurer's list of Qualified Depositories for Public Funds.
9. COLLEGE shall, at all times during the term of this Agreement, comply with all Payment Card Industry Data Security Standards and shall annually provide to CCRLS PARTICIPATING ENTITY a copy of its current PCI compliance certificate, and that of any acquirer, third party provider, or processor that is used in providing services pursuant to this Agreement

## 2) Consideration

- a) CCRLS PARTICIPATING ENTITY will be compensated by COLLEGE in the amount shown in Attachment A1 – Compensation Schedule for CCRLS PARTICIPATING ENTITY 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) CCRLS PARTICIPATING ENTITY will be compensated by COLLEGE CCRLS PARTICIPATING ENTITY for each net loan provided, i.e., the difference between the number of CCRLS PARTICIPATING ENTITY items loaned to and checked out in another CCRLS library and the number of items owned by other CCRLS libraries borrowed and checked out by the CCRLS PARTICIPATING ENTITY 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) City of Salem Only: The City of Salem will be paid a monthly Interlibrary Loan Service Fee by COLLEGE on ~~December 15 of each year~~ a quarterly basis for as long as they fulfill the central role as Referral Center for the CCRLS OCLC ILL Referral Center. The service fee shall be included in the CCRLS budget as an amount sufficient to defray CCRLS PARTICIPATING ENTITY's costs incurred in providing Interlibrary Loan Referrals as described in 2)b) herein. The Interlibrary Loan Referrals fee for each year of this Agreement shall be as found in Attachment A1. Salem Library agrees to provide quarterly ILL statistics to CCRLS.
- d) City of Newberg Only: In consideration for participation in the CCRLS system and in lieu of taxes, since the CCRLS PARTICIPATING ENTITY is outside the area taxed to provide this service, the CCRLS PARTICIPATING ENTITY shall pay to the COLLEGE the sum shown in Attachment A1 on or before December 15 of each year.
- e) CCRLS PARTICIPATING ENTITY will be invoiced by College for services and licensing, provided through group purchases quarterly or annually as more specifically described in subsections of Section 1) b) 1) b. (Including but not limited to §21, 23, 24, 25) and fees described in 1) b) 1).c.

**EXHIBIT 2 TO 2017-2018 CCRLS PARTICIPATION AMENDMENT  
ATTACHMENT A1 COMPENSATION SCHEDULE FY 2017-18**

**Non-Resident Library Service Fee to CCRLS PARTICIPATING ENTITY Library by College**

Library	Amount	Quarterly Payment
AMITY	\$6,194	\$1,548
CHEMEKETA (Chemeketa Community College)	\$7,812	\$1,953
DALLAS	\$78,050	\$19,512
DAYTON	\$7,200	\$1,800
INDEPENDENCE	\$56,885	\$14,221
JEFFERSON	\$15,931	\$3,983
LYONS	\$12,660	\$3,165
MCMINNVILLE	\$161,709	\$40,427
MONMOUTH	\$80,493	\$20,123
MT ANGEL	\$16,349	\$4,087
NEWBERG	\$72,430	\$18,108
SALEM	\$604,005	\$151,001
SHERIDAN	\$15,255	\$3,814
SILVER FALLS (Silver Falls Library District)	\$76,873	\$19,218
STAYTON	\$83,315	\$20,829
WAGNER LIBRARY (Falls City School District)	\$3,343	\$836
WILLAMINA	\$15,759	\$3,940
WOODBURN	\$78,165	\$19,541

**Net Loan Payment to CCRLS PARTICIPATING ENTITY by College:** The net loan payment rate for fiscal year 2017-18 shall be \$1.50 per item.

**Interlibrary Loan Referrals Service Fee (City of Salem Only):** The Interlibrary Loan Referrals payment to the City of Salem for fiscal year 2017-18 shall be \$1791.66/mo., payable quarterly for a \$21,500 annual maximum.

**Participation Payment to College (City of Newberg Only):** The participation payment to College by the City of Newberg for fiscal year 2017-18 shall be \$141,268.

**ATTACHMENT B Council Members 2017-18  
FY 2017-18 Council Members**

**Exhibit 3**

<p><b>Patricia Wallace -Chair</b> Marion County Lay Member PO Box 723 Mt Angel, OR 97362 503.845.2248 (w) <a href="mailto:butte75@hotmail.com">butte75@hotmail.com</a> ◆Term expires: 6/30/20</p>	<p><b>Walter Perry</b> Polk County Lay Member 1415 Saganaw St. S Salem, OR 97302 503.851.9604 (h) <a href="mailto:walterperry3@gmail.com">walterperry3@gmail.com</a> ◆Term expires: 6/30/18</p>
<p><b>Gretchen Freeman</b> Yamhill County Lay Member 1679 NW Medinah Dr. McMinnville, OR 97128 801.503.7201 (cell) <a href="mailto:mgsfreeman@comcast.net">mgsfreeman@comcast.net</a> ◆Term expires: 6/30/19</p>	<p><b>Joan Scherf</b> Rural Lay Member P.O. Box 493 Dallas, OR 97338 503.623.3761 (h) <a href="mailto:joan97338@yahoo.com">joan97338@yahoo.com</a> ◆Term expires: 6/30/19</p>
<p><b>Debra Lien</b> Small Library Representative Dayton Mary-Gilkey Library 416 Ferry Street Dayton, OR 97114 503.864.2221 (w) <a href="mailto:debralien@ci.dayton.or.us">debralien@ci.dayton.or.us</a> ◆Term expires: 6/30/17</p>	<p><b>Jenny Berg</b> Medium Library Representative McMinnville Public Library 225 N.W. Adams Street McMinnville, OR 97128 503.435.5555 (w) <a href="mailto:jenny.berg@ci.mcminnville.or.us">jenny.berg@ci.mcminnville.or.us</a> ◆Term expires: 6/30/17</p>
<p><b>Scott McClure</b> City Manager Representative City of Monmouth 151 Main Street W Monmouth, OR 97361 503.751.0145 (w) <a href="mailto:smcclure@ci.monmouth.or.us">smcclure@ci.monmouth.or.us</a></p>	<p><b>Danny Smith</b> Large Library Representative Salem Public Library 585 Liberty Street SE Salem, OR 97301 503.588.6064 (w) <a href="mailto:DJSmith@cityofsalem.net">DJSmith@cityofsalem.net</a></p>
<p><b>John Hunter</b> PYM Representative Woodburn Public Library 280 Garfield Street Woodburn, OR 97071 503-982-5259 (w) <a href="mailto:john.hunter@ci.woodburn.or.us">john.hunter@ci.woodburn.or.us</a> ◆Term expires: 6/30/18</p>	<p><b>Ex Officio Members</b> <b>TBA</b> Mid-Willamette Council of Governments 100 High Street SE, Suite 200 Salem, OR 97301 503.540.1605 (w)</p>
<p><b>Natalie Beach</b> Chemeketa Community College Representative 4000 Lancaster Drive NE/PO Box 14007 Salem, OR 97309-7070 503.399.5105 (w) <a href="mailto:natalie.beach@chemeketa.edu">natalie.beach@chemeketa.edu</a></p>	<p><b>John Goodyear</b> Chemeketa Cooperative Regional Library Service CCRLS Director 4000 Lancaster Drive NE/PO Box 14007 Salem, OR 97309-7070 503.315.4584 (w) <a href="mailto:jgoodyear@ccrls.org">jgoodyear@ccrls.org</a></p>
	<p><b>Trina Butler - Recording Secretary</b> Chemeketa Cooperative Regional Library Service 503.399.5165 (w) <a href="mailto:trinab@ccrls.org">trinab@ccrls.org</a></p>