RESOLUTION NO. 08/09-09 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 October, 2002, the City of Dayton entered into an 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 has now totally rewritten the Agreement which will now be a 5-year Agreement with an annual payment amounts update;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of Dayton, Oregon:

- 1) THAT the Mayor and City Manager are hereby authorized to execute the Intergovernmental Agreement, Contract No. 102 09, (attached hereto as Exhibit A and by this reference incorporated herein); and
- 2) THAT this resolution shall become effective immediately upon adoption.

ADOPTED this 7th day of July, 2008.

in Favor	Dickson, Evers, Hensley, White	
Opposed	None	
Absent	Blackburn, Hutchins, Webb	
Abstained	None	
Jolie White, N	layor	9/8/2008 Date of Signing
ATTESTED B	Y:	
Peggy Selber City Recorder	g g	7/7/08 Date of Enactment

Attachment - Exhibit A

WKS4\RESOLUTIONS\08-09\R0809.09.ADOPTED



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

INTERGOVERNMENTAL AGREEMENT

Contract No. 102 09

PARTIES TO AGREEMENT

This agreement is entered into between Chemeketa Community College through its Chemeketa Cooperative Regional Library Service (CCRLS) hereinafter called COLLEGE and the City of Dayton, Oregon, an Oregon municipal corporation, hereinafter called CITY. This Agreement is made pursuant to Oregon Revised Statute 190.010.

2. INDEPENDENT CONTRACTOR

This agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership joint venture or association.

CITY, its officers, employees, and or agents are not authorized to act as an agent of COLLEGE with respects to the fiscal and administrative management responsibilities of COLLEGE under this agreement.

3. PURPOSE/STATEMENT OF WORK

The purpose of this agreement is to provide for the participation of the library of CITY in the CCRLS, a cooperative of member libraries in the COLLEGE district, under the terms and conditions set forth herein.

4. TERM AND TERMINATION

- This Agreement shall be effective for the period commencing July 1, 2008 and ending on June 30, 2013 unless sooner terminated or extended as provided herein.
- 4.2 This agreement shall be amended yearly to incorporate a revised compensation schedule for the next fiscal year effective July 1.
- 4.3 This agreement may be terminated by mutual consent of the parties at any time.
- 4.4 COLLEGE may terminate this agreement effective upon delivery of written notice to CITY or at such later date as may be established by COLLEGE under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
- c. If any license, certificate, or insurance required by law or regulation to be held by CITY to provide the services required by this agreement is for any reason denied, revoked or not renewed.
- 4.5 Either party may terminate this agreement upon the other's material breach of any of its terms, by giving written notice to the party in breach at least 60 days in advance of the effective date of termination. Cure of the breach by the party in breach within the 60-day period shall void the notice of termination.
- This agreement may be terminated by either party without breach by the other upon giving written notice to the other party no later than May 1 of any year. Termination shall be effective at midnight on the following June 30. It is the intent of this paragraph that the parties recognize an obligation of good faith to create and continue a long-term relationship by virtue of this agreement.
- 4.7 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 4.8 In the event either party terminates this agreement, COLLEGE shall provide to CITY its current bibliographic, borrower, and circulation records and databases in machine-readable media and format.
- 4.9 In the event that the CCRLS activities of the COLLEGE should cease and the assets and operations of CCRLS are not assumed by a successor providing equivalent service, then all assets of the CCRLS Automated System shall be transferred to participating cities without charge.

5. CONSIDERATION

- 5.1 CITY will be compensated by COLLEGE in the amount shown in Attachment A Compensation Schedule for the CITY 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.
- 5.2 The COLLEGE shall pay the 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 A. Payments shall be made quarterly.

6. RESPONSIBILITIES OF PARTIES

6.1 UNDER THE TERMS OF THIS AGREEMENT, COLLEGE SHALL:

- 6.1.1 Provide for the fiscal and administrative management of the CCRLS.
- 6.1.2 Maintain the following:
 - a. 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 is attached as Attachment B.
 - b. 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.
- 6.1.3 Provide operation and maintenance of the CCRLS Automated System and related databases, including:
 - a. 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 Automation Committee.
 - b. 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 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.
 - c. 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 §6.2.8 of this agreement.

- d. 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.
- e. 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, ribbons and toner which may be required to provide the services of automated system to CITY.
 - CITY may request that COLLEGE through CCRLS, provide specialized reports not regularly generated by automation system. CITY shall reimburse COLLEGE for the cost of providing such special reports.
- f. 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.
- Maintain agreements for hardware maintenance and software support with *Innovative Interfaces*, *Inc.* (or any subsequent provider of library automation service(s)) CCRLS shall provide reasonable approved maintenance and support for automated system hardware and software not provided by *Innovative Interfaces*, *Inc.* 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.
- h. Through CCRLS provide 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.
 - Except for equipment and software purchased by CITY under §6.2.8, 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.

- i. Regularly backup 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 promptly 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.
- j. 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.
- k. Provide and maintain appropriate space for the central computer facility serving CCRLS automated system.
- 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.
- m. 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.
- n. 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 mailing of over due 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.
- o. 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.
- p. 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.
- q. Provide a monthly accounting and quarterly reporting of expenditures under this program to the CCRLS Advisory Council.
- r. 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.
- s. Provide regular courier service between the participating libraries.
- t. COLLEGE may coordinate group purchasing of CCRLS related equipment 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.
- 6.1.4 Electronic Payments for Fines, Lost Book Charges, Donations or Other Charges
 - a. Through CCRLS collect and process electronic payments for fines, lost book charges, donations or other charges owed to CCRLS member libraries.
 - b. Only process charges that are paid through the shared library automation system operated by COLLEGE (currently Innovative Millennium).
 - c. 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.
 - d. Compile and calculate charges on a monthly basis. 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.
 - e. 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.

- f. Be credited payments for unidentified charges, or for items which COLLEGE has previously reimbursed CITY.
- g. Acknowledge responsibility only for the amount of any correction without penalty.

6.2 UNDER THE TERMS OF THIS AGREEMENT, CITY SHALL:

6.2.1 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.

Provide free borrowing privileges to card holding residents/patrons of other participating CCRLS cities (including Silver Falls District).

Ensure that in no case shall card-holding residents of the CCRLS district receive less than the basic level of service from CITY.

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.

Provide full-borrowing privileges for all currently registered COLLEGE students who present a valid library card.

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.

- 6.2.2 Provide reference and information services to patrons of the participating libraries of the CCRLS District in cooperation with COLLEGE and other participating libraries.
- 6.2.3 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.
- 6.2.4 Provide for the regular participation of library staff at training events provided by COLLEGE.
- 6.2.5 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.

- 6.2.6 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.
- 6.2.7 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.
- 6.2.8 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. 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. Any computer device connected to the CCRLS network must have approved anti-virus security software.

7. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon. The venue for any action related to this agreement shall be in the Circuit Court for the County of Marion, Oregon.

8. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

9. HOLD HARMLESS

To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting

from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

10. DATA SECURITY AND PRIVACY

- 10. 1 The parties agree that all circulation data, which would in any way identify a particular library user or the materials borrowed by any user, are confidential and exempt from disclosure under the Oregon Public Records Law. Each party shall refuse disclosure of any and all such data unless ordered by the by a valid subpoena or court order. The parties shall maintain the confidentiality of patron records as required by the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 through 646A.628).
- 10.2 The CITY shall insure that when providing access to the Internet via the CCRLS network, no person is provided anonymous access other than occasional incidental access.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

The parties shall maintain the confidence of student educational records in accordance with the Family Educational Rights and Privacy Act (FERPA) 20 USC S 1232g and corresponding state and federal regulations (34 CFR Part 99; OAR 581-041-0410 through 581-041-0500) and (OAR 589-004-0100 through 589-004-0750).

12. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 through 30.300).

13. AMENDMENTS

The terms of this agreement shall not be waived, altered, modified, changed, supplemented or amended in any manner whatsoever except by written instrument signed by the parties.

14. MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

15. NOTICES

- 15.1 Any notice required to be given CITY under the agreement shall be sufficient if given in writing to the CITY's Library Director.
- 15.2 Any notice required to be given COLLEGE under the agreement shall be sufficient if given in writing as follows:

For COLLEGE:

For CITY:

Jolie White

Mayor

Julie Huckestein Assistant Chief Financial Officer

Chemeketa Community College P.O. Box 14007

Salem, OR 97309-7070

City of Dayton P.O. Box 339 Dayton, OR 97114

With a copy to:

With a copy to:

Gregory P. Nelson Director - CCRLS

Chemeketa Cooperative Regional Library Service

P.O. Box 14007

Salem, OR 97309-7070

Debra Lien Librarian

Mary Gilkey Library

P.O. Box 339

Dayton, OR 97114

16. CONTACT PERSONS FOR THIS CONTRACT

For COLLEGE:

For CITY:

Gregory P. Nelson Director - CCRLS

Chemeketa Cooperative Regional Library Service

P.O. Box 14007

Salem, OR 97309-7070 Phone: 503-399-4584 FAX: 503-399-7613

E-Mail:gpnelson@ccrls.org

Debra Lien Librarian

Mary Gilkey Library

P.O. Box 339 Dayton, OR 97114

Phone: 503-864-2221 FAX: 503-864-2956

E-Mail: debralien@ci.dayton.or.us

SIGNATURES

This contract and any changes, alterations, modifications, or amendments to it shall not be effective until approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

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

FOR: COLLEGE		FOR: CITY		
Signature		C.		
Signature	Date	Signature	Date	
Julie Huckestein, Assistant Chief Financial Officer		Jolie White, Mayor		
Signature	Date	Signature	————— Date	
Greg P. Nelson, Director		Sue C. Hollis, City Manager	Date	
		APPROVED:		
		Signature	Date	
		Debra Lien, Librarian		
		Mary Gilkey Library		

ATTACHMENT A COMPENSATION SCHEDULE FY 2008-09

Compensation in Section 5.1

Library	Amount	Quarterly Payment
Amity Public Library	\$3,092	\$773.00
Chemeketa Library	\$22,604	\$5,651.00
Dallas Public Library	\$53,062	\$13,265.50
Dayton – Mary Gilkey Public Library	\$4,030	\$1,007.50
Independence Public Library	\$30,447	\$7,611.75
Jefferson Public Library	\$8,283	\$2,070.75
Lyons Public Library	\$12,357	\$3,089.25
Mt Angel Public Library	\$9,922	\$2,480.50
McMinnville Public Library	\$111,737	\$27,934.25
Monmouth Public Library	\$62,459	\$15,614.75
Newberg Public Library	\$47,015	\$11,753.75
Sheridan Public Library	\$18,627	\$4,656.75
Silver Falls Library District	\$46,985	\$11,746.25
Salem/W Salem Public Library	\$442,634	\$110,658.50
Stayton Public Library	\$44,094	\$11,023.50
Willamina Public Library	\$10,287	\$2,571.75
Woodburn Public Library	\$63,925	\$15,981.25
Wagner/Falls City School District #57	\$2,335	\$583.75

Compensation is section 5.2

The net loan payment rate for fiscal year 2008-09 shall be \$1.50 per item.

ATTACHMENT B

CHEMEKETA COOPERATIVE REGIONAL LIBRARY SERVICE 2007-08 Council Members

Yvonne Bashor, Chair

Marion County Lay Member 7963 Jackson Hill Road SE

Salem, OR 97306

Phone: (h) 503-370-8776 (w) 503-986-1919

Internet: ymbashor@yahoo.com

◆Term expires: 6/30/08

Natalie Beach

Chemeketa College Representative Director - Chemeketa Library 4000 Lancaster Drive NE/PO Box 14007

Salem. OR 97309-7070

Phone: 503-399-5105

FAX: 503-399-5214

Internet: nbeach@chemeketa.edu

Scott McClure

City Manager Representative Monmouth City Manager 151 Main Street W Monmouth, OR 97361 Phone: (b) 503-751-0145

Internet: smcclure@ci.monmouth.or.us

Louise Mevers

Small Library Representative Director - Jefferson Public Library 128 North Main Street Jefferson, OR 97352 Phone: 541-327-3826

Internet: louise@ccrls.org ♦Term expires: 6/30/08

Pam Pugsley

Medium Library Representative Director - Stayton Public Library 515 North First Avenue

Stayton, OR 97383

Phone: 503-769-3313

FAX: 503-769-3218

Internet: ppugsley@stayton.org ◆Term expires: 6 30 09

Toni Rose

PYM Chair

Director - Sheridan Public Library

142 NW Yamhill Street

PO Box 248

Sheridan, OR 97378

Phone: (b) 503-843-3420 FAX 503-843-2561

Internet: sheridan@cerls.org ◆Term expires: 6-30-08

Steven Rupp, Vice Chair Chair Elect

Rural Lay Representative 1301 NE Hwy 99W =294 McMinnville, OR 97128

Phone: (h) 503-435-2223 Cell: 971-241-9251

Internet: melcor@onlinemac.com

Term expires: 6 30 10

Linda Carol Scott

Yamhill County Lay Member 440 E Street NE/PO Box 257 Willamina, OR 97396

Cell: 971-237-5577 ♦Term expires: 6/30/10

Gail Warner

Large Library Representative Director - Salem Public Library 585 Liberty Street SE/PO Box 14810

Salem. OR 97309

Phone: 503-588-6071 FAX: 503-588-6055

Internet: gwarner@cityofsalem.net

Camila Gabaldon Winningham

Polk County Lay Member 344 Jacobson Court S Monmouth, OR 97361

Phone: (b) 503-838-8653 FAX: 503.838.8645

Internet: gabaldonc@wou.edu ◆Term expires: 6/30/09

Ex Officio Members

Greg Nelson

CCRLS Director

4000 Lancaster Drive NE/PO Box 14007

Salem, OR 97309-7070

Phone: 503-315-4584

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Nancy Boyer

Mid-Willamette Council of Governments 105 High Street SE Salem, OR 97301-3667

Phone: 503-588-6177 FAX: 503-588-6094

Internet: nboyer@mwvcog.org

Recording Secretary

Mary Ann Giovingo. Secretary

4000 Lancaster Drive NE/PO Box 14007

Salem, OR 97309-7070

Phone: 503-399-5165 FAX: 503-399-7316

Internet: maryann@cerls.org

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