

INTERIM AGREEMENT CONCERNING THE USE AND MAINTENANCE OF AN AUTOMATED LIBRARY SYSTEM

THIS AGREEMENT made and entered into this ____ day of _____, 2021, by and among the City of Ketchikan, Alaska, Ketchikan Public Library, whose address is 334 Front Street, Ketchikan, Alaska 99901 (hereafter referred to as the "City") and the Ketchikan Gateway Borough School District, whose address is 333 Schoenbar Road, Ketchikan, Alaska 99901 (hereinafter referred to as "District"), and the University of Alaska Southeast—Ketchikan Campus ((hereinafter referred to as "UAS-K").

RECITALS

(A) An Agreement dated August 26, 1991, between the City and the District set out the conditions for acquiring, using and maintaining an integrated Library system to be shared by the School District Libraries and the Ketchikan Public Library. The two established the First City Libraries (FCL) Consortium. The University of Alaska Southeast – Ketchikan Campus Library (UAS-K Library) later joined FCL and the shared integrated Library system (ILS).

(B) As of July 1, 2021 the UAS-K Library will withdraw from the FCL Consortium, although it will continue to use the ILS through the end of December 2021. This temporary arrangement is covered in this agreement.

(C) From July 1, 2021, through December 31, 2021, the District, the City and UAS-K will agree to share the costs and maintenance of their shared ILS, which is currently a SirsiDynix system located on a server at KPU Telecommunications.

NOW THEREFORE, IT IS AGREED, for and in consideration of the terms, covenants, conditions and provision contained herein, and/or attached and incorporated herein, and made a part hereof, the parties hereto agree as follows:

Section 1: Maintenance and Replacement: The City will operate, maintain, repair and replace the hardware and software as needed, and process payment for the annual maintenance agreement with SirsiDynix. Until the migration of the UAS-K Library system takes place in the summer of 2021, items in the collections of all District, City and UAS-K libraries will be shared via the ILS Holds and Transit functions, with items being delivered to the requestor's home Library via the District courier service. Library responsibility for local maintenance, and the development and revision of local system policies, procedures and coding, will be jointly done by District, City and UAS-K staff.

Section 2: Costs. For the six month period covered by this agreement, half of all annual costs for operating the ILS will be allocated between the City, the District and UAS-K as follows:

$$\frac{\text{Number of titles (bibliographic records) in District libraries}}{\text{Total number of titles in combined District, City and UAS-K libraries}} = \frac{\text{Amount owed by District}}{100\% \text{ of annual cost of ILS}}$$

$$\frac{\text{Number of titles (bibliographic records) in City Library}}{\text{Total number of titles in combined District, City and UAS-K libraries}} = \frac{\text{Amount owed by City of Ketchikan}}{100\% \text{ of annual cost of ILS}}$$

$$\frac{\text{Number of titles (bibliographic records) in UAS-K Library}}{\text{Total number of titles in combined District, City and UAS-K libraries}} = \frac{\text{Amount owed by UAS-K}}{100\% \text{ of annual cost of ILS}}$$

Annual operating costs will consist of the following:

- Cost of system hardware and software.
- The total cost of maintaining the ILS hardware and software, including the costs of any maintenance or service agreements.
- Any increase in the insurance premiums of either party directly attributable to the terms of this agreement or any component of the ILS.
- Those supplies reasonably needed for the use of the system.
- Telecommunications costs for the ILS.
- Such other expenses that the parties agree are reasonable and necessary joint expenses for the ILS.

In addition, all costs that are associated with the migration of the UAS-K Library to its new system, including the removal of UAS-K records from the FCL ILS and any other work needed in the FCL ILS as a result of the UAS-K migration, will be paid or reimbursed by UAS-K.

Notwithstanding the foregoing, the City shall receive, dispense and account for all funds concerning the ILS and shall manage the annual application for the FCL's Federal E-Rate telecommunications discount. The District will provide the courier delivery service to share collections and these items will not be included in the cost allocation formula above, but shall be paid by the party providing the service.

Section 3: Responsibility for Data Entry. Each party shall be responsible for the accurate and complete entry of its own data into the ILS. The parties agree to promptly enter into the ILS any new titles obtained by them and to promptly remove all lost, stolen, destroyed or removed titles. The parties shall understand and follow the policies and procedures of the ILS. Except as otherwise provided for herein, none of the parties shall be liable to another party for any delay, loss, inconvenience, cost, expense or replacement arising from the failure, breakdown, improper or inadequate replacement or maintenance or inadequacy of the ILS hardware or software, or its operation.

The UAS-K Library will enter its data into the ILS until the migration to its new system

begins in the summer of 2021.

Section 4: Compliance with ILS Requirements. The City, District and UAS-K agree to make such changes to the record keeping, coding and other practices and procedures of their libraries as are necessary to make each Library fully compatible with the ILS and to make the ILS work fully and efficiently. The City, the District and UAS-K agree to use their best efforts to make the ILS work fully and efficiently and pledge to each other their mutual cooperation to this end. It is understood and agreed that the ILS hardware and software will be used solely for Library purposes, dealing with the cataloging, circulation and use of Library materials. Other uses of the ILS must be mutually agreed upon by the parties.

The UAS-K Library agrees to make changes to be fully compatible with the ILS until the migration to its new system begins in the summer of 2021.

Section 5: Confidentiality of Data. Pursuant to the requirements of AS 40.25.140, the circulation records contained in the ILS shall be considered confidential. Upon the approval of their respective head librarian, employees of the City Library, District libraries and UAS-K Library shall have access to records as required for the orderly operation of each Library. No decision as to the release, use or disposal of any Library record shall be made without the approval of the appropriate librarian.

Section 6: Budget. The ILS and all services, costs and operations set forth in this agreement shall be operated according to a budget approved by the City Council, the Ketchikan Gateway Borough School Board, and the UAS-K. The budget shall detail expenses for the line items and shall be in form satisfactory to the chief financial officers of the City, District and UAS-K. Expenditures for items and expenses not specified with particularly in the budget shall not be made without the mutual consent of the KPL Director, the District Library representative and the UAS-K Business Manager.

Section 7: Billing. The City Finance Director in consultation with the Ketchikan Public Library (KPL) Director, the District Library representative and the UAS-K Business Manager will calculate the costs and payments for the six month period covered by this agreement, and shall bill the respective parties. Bills shall be submitted to the respective parties by March 31, 2022 and shall be paid on or before June 30, 2022.

Section 8: No Partnership. Except to the extent set forth herein, none of the parties shall have authority to bind any other party to any contract, loan, grant or other obligation. The parties hereto are not to be considered partners, joint venturers or agent for or of each other.

Section 9: Service Availability. The ILS will be available for use by the parties for circulation and other transactions twenty-four (24) hours a day except when maintenance or software upgrades/changes make the ILS unavailable. None of the

parties shall be liable to another for down time and each party shall use its best efforts to minimize down time and to give the other prior notice of ILS unavailability.

Section 10: Insurance – Replacement Due to Loss. Each party shall maintain property damage insurance or self-insure against loss in the amount of the replacement value of all ILS equipment housed within the confines of their respective facilities and each party shall promptly replace any ILS equipment in the confines of their facilities that is damaged or lost.

Section 11: Terms of Agreement. This agreement shall be in effect from July 1, 2021 through December 31, 2021.

Section 12: Vendor Obligations. All reasonable efforts shall be made to assure that the ILS and software vendor fulfills its obligation to service ILS problems and maintain ILS function for the District and the UAS-K on the same basis and level of service as said vendor does the City. The City, District or UAS-K Library representative shall promptly convey to the vendor matters of concern to the parties regarding the ILS.

Section 13: Non-Appropriation. Any party may opt out of and terminate this agreement on the basis of non-appropriation of revenues needed to continue participation in the ILS and notice within fifteen (15) days of such non-appropriation being promptly given to the other parties.

Section 14: Notice. Any notice, request or other communication required or permitted to be given under this agreement shall be deemed properly given or made when mailed first-class mail, in the ordinary course, postage prepaid, addressed as follows:

CITY

Ketchikan Public Library
1110 Copper Ridge Lane
Ketchikan, Alaska 99901
Attention: Library Director

DISTRICT

Ketchikan Gateway Borough School District
333 Schoenbar Road
Ketchikan, Alaska 99901
Attention: District Library Automation Coordinator

UAS-K

University of Alaska Southeast Ketchikan – Business Manager
2600 Seventh Avenue
Ketchikan, Alaska 99901
Attention: Chris Hoyt

Section 15: Administration. The KPL Director, District Library representative and UAS-K Library representative shall have the primary obligation, within the scope of their authority and subject to the terms of this agreement, to administer this agreement and determine the policies, practices and procedures for the ILS. They will consult with each other and other area librarians as necessary and appropriate. Every effort will be made by them to determine matters on the basis of consensus and in the spirit of cooperation. Any dispute concerning the ILS that is not decided by such consensus shall be brought to the attention of the City Manager, Superintendent of Schools and UAS-K Campus Director for resolution by them.

Section 16: Additional Terms and Conditions. This agreement is subject to each of the additional terms and provisions attached hereto as Exhibit A and incorporated herein.

Section 17: Good Faith, Mutual Benefits and Cooperation. It is the overriding intent of this agreement that the ILS be available to all parties and the community as in integrated and functioning system. Therefore, all parties agree to act in good faith and in the spirit of mutual benefit and cooperation to achieve this goal.

Section 18: Remedies. All disputes, claims, counter-claims and other matters in question between the parties relating to this agreement or breach thereof shall be decided in a court of competent jurisdiction.

WHEREFORE, the parties have entered into this Agreement the date and year first above written at the City of Ketchikan, Alaska.

The persons, whose signatures are affixed and dated below, possess requisite authority to bind the parties to the obligations of this contract.

CITY OF KETCHIKAN

Karl R. Amylon
City Manager

ATTEST

Kim Stanker
Acting City Clerk

**KETCHIKAN GATEWAY BOROUGH
SCHOOL DISTRICT**

By: _____

Name: _____

Title: _____

**UNIVERSITY OF ALASKA SOUTHEAST
KETCHIKAN CAMPUS**

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **KARL R. AMYLON** and **KIM STANKER** to me known to be the **City Manager** and the **City Clerk** of the **CITY OF KETCHIKAN**, a municipal corporation, the corporation which executed the above and foregoing instrument; who on oath stated that they were duly authorized to execute said instrument and who acknowledged to me that they signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

NOTARY PUBLIC FOR ALASKA

My Commission Expires:_____

**SHARED SERVICES DURING THE SIX MONTH TERM OF THIS AGREEMENT
Exhibit A**

During the period covered by this agreement, or, until the migration of the UAS-K Library system makes it impossible to do so, whichever comes first, the following services will continue to be provided using the shared ILS:

- UAS-K students, faculty and staff will search for and check out UAS-K Library materials using the shared ILS;
- UAS-K Library staff will acquire, catalog and make accessible new Campus Library materials using the shared ILS;
- UAS-K students, faculty and staff will put holds on Ketchikan Public Library and KGBSD Library materials for delivery to the UAS-K Library via the District courier;
- UAS-K students, faculty and staff will use their individual Library accounts in the shared ILS to check out materials at the Ketchikan Public Library;
- UAS-K Library will provide interlibrary loan services to students, faculty and staff of the UAS-K Campus;
- Public Library patrons and patrons of the District Libraries will use their Library accounts in the shared ILS to check out materials from the UAS-K Library, and to place UAS-K Library materials on hold for delivery to their home Library via the District courier.



To: Karl R. Amylon, City Manager/KPU General Manager; Lacey Simpson, Assistant City Manager/KPU Assistant General Manager

Melissa Johnson, interim Superintendent, Ketchikan Gateway Borough School District; Katie Parrott, Business Manager, Ketchikan Gateway Borough School District; Kim Hodne, President, Ketchikan Gateway Borough School Board; Caitlin Jacobson, KGBSD Library Automation Coordinator

Priscilla Schulte, University of Alaska Southeast – Ketchikan Campus Director; Christopher Hoyt, University of Alaska Southeast – Ketchikan Campus Business Manager

From: Pat Tully, Ketchikan Public Library Director

Re: Interim Agreement to Share First City Libraries ILS (Integrated Library System)

Date: May 27, 2021

Background: In 1991 the Ketchikan Gateway Borough School District Libraries (KGBSD) and the Ketchikan Public Library (KPL; a department of the City of Ketchikan), agreed to share an online library system in an Agreement dated August 26, 1991, creating the First City Libraries (FCL) Consortium. The University of Alaska Southeast – Ketchikan Campus Library (UAS-K) joined FCL shortly thereafter. Since then the FCL has provided access to its collections via a shared online system, giving Ketchikan residents efficient access to books and other library materials using a single library card/account.

UAS-K contract termination: Christopher Hoyt, Business Manager at UAS-Ketchikan Campus, sent a letter to the Ketchikan Public Library on March 3, 2021, indicating that they are terminating their agreement with the City of Ketchikan effective July 1, 2021. He further indicated that they would like to negotiate an agreement for use of the FCL Consortium SirsiDynix ILS, for a period of 6 months from July 1, 2021 through December 31, 2021, to give them time to migrate their catalog to the Alaska Library Catalog (ALC) used by the University of Alaska Southeast.

The remaining partners--the Ketchikan Gateway Borough School District Libraries (KGBSD) and the Ketchikan Public Library (KPL)—will negotiate a new FCL agreement to divide the cost of the shared SirsiDynix online library system and OCLC Services. The SirsiDynix online library system provides essential circulation, patron registration, item acquisition, inventory and collection sharing functions for Ketchikan’s libraries.

Timeline:

July 2020-June 2021: FCL agreement is in force and all three partners—UAS, KGBSD, and KPL—share the costs of the FCL online catalog and OCLC Services. In the City’s UAS Division budget, all lines, including personnel and systems, are reimbursed by UAS as normal.



July 2021-December 2021: FCL agreement with UAS ends on July 1; a new interim agreement with UAS for FCL systems services is in place and UAS pays their percentage of FCL systems expenses as well as any expenses incurred by FCL for the UAS migration to ALC. An updated FCL agreement is negotiated between the KGBSD and KPL for systems and other services. The City's UAS Division budget is no longer in force; personnel and other costs in this Division will be assumed by UAS, with the exception of the 5% of the Ketchikan Public Library Director's compensation (salary and benefits amounting to \$7,114) to be assumed by the City of Ketchikan.

January 2022-June 2022: Interim agreement between UAS and FCL ends with the UAS Library system migrated to UAS-Juneau's Alaska Library Catalog. All FCL systems and OCLC costs are shared by KGBSD and KPL per the new FCL agreement.

Cost: See accompanying spreadsheet for detailed costs.

Time period	UAS	School District	City	Total
July-December 2021	\$8,617.65	\$9,230.70	\$12,211.65	\$30,060.00
January-June 2022	\$0	\$11,824.73	\$15,643.39	\$27,468.12
2021-22 Annual Total	\$8,617.65	\$21,055.43	\$27,855.04	\$57,528.12

Starting in 2022 when UAS has fully withdrawn from First City Libraries, the annual systems cost for the School District and the City will be approximately:

KGB School District: \$23,600, an increase of approximately \$5,100 per year (28%).

City of Ketchikan: \$31,225, an increase of approximately \$6,755 per year (28%).

Agreement: The accompanying interim agreement sets out the conditions of sharing the FCL SirsiDynix system between the School District, the City of Ketchikan, and the UAS Ketchikan Campus, from July 1, 2021 through December 31, 2021. At the end of this period the UAS Ketchikan Campus will have completed its system migration from the FCL system to the Alaska Library Catalog.

Recommended Motion: I move the [governing body] approve the interim agreement between the University of Alaska Southeast, the Ketchikan Gateway Borough School District, and the City of Ketchikan to share the First City Libraries ILS for the period of July 1, 2021 - December 31, 2021 and authorize the _____ to execute the contract on behalf of the [governing body].

First City Libraries System Costs, July 2021-June 2022

July - December 2021: These costs will be split between KPL, KGBSD and UAS-K:

First City Libraries Division 1410-233			2021 budget	Prorated for 6 months	% UAS	Cost for UAS	% KGBSD	Cost for KGBSD	% KPL	Cost for KPL
510.02	Operating Supplies	barcodes	\$ 100.00	\$ 50.00	21.63%	\$ 10.81	33.74%	\$ 16.87	44.63%	\$ 22.32
635.04	Software and Equipment Maintenance	SirsiDynix system	\$ 29,150.00	\$ 14,575.00	21.63%	\$ 3,152.40	33.74%	\$ 4,917.31	44.63%	\$ 6,505.29
635.11	Subscription Services	OCLC Services	\$ 6,500.00	\$ 3,250.00	21.63%	\$ 702.94	33.74%	\$ 1,096.48	44.63%	\$ 1,450.58
650.01	Telecommunications	KPU - FCL contract	\$ 11,470.00	\$ 5,735.00	21.63%	\$ 1,240.41	33.74%	\$ 1,934.87	44.63%	\$ 2,559.72
803.01	Interdepartmental Charges - IT	City IT services	\$ 7,500.00	\$ 3,750.00	21.63%	\$ 811.08	33.74%	\$ 1,265.17	44.63%	\$ 1,673.75
	TOTAL		\$ 54,720.00	\$ 27,360.00	21.63%	\$ 5,917.65		\$ 9,230.70		\$ 12,211.65
One-time cost to remove UAS records from FCL SirsiDynix system after UAS migration (as of 5/11/21)						\$ 2,700.00				

January - June 2022: All costs to be split between KPL and KGBSD; UAS is no longer in FCL:

First City Libraries Division 1410-233			2022 budget	Prorated for 6 months			% KGBSD	Cost for KGBSD	% KPL	Cost for KPL
510.02	Operating Supplies	barcodes	\$ 100.00	\$ 50.00			43.05%	\$ 21.52	56.95%	\$ 28.48
635.04	Software and Equipment Maintenance	SirsiDynix system	\$ 29,366.25	\$ 14,683.13			43.05%	\$ 6,320.93	56.95%	\$ 8,362.20
635.11	Subscription Services	OCLC Services	\$ 6,500.00	\$ 3,250.00			43.05%	\$ 1,399.09	56.95%	\$ 1,850.91
650.01	Telecommunications	KPU - FCL contract	\$ 11,470.00	\$ 5,735.00			43.05%	\$ 2,468.86	56.95%	\$ 3,266.14
803.01	Interdepartmental Charges - IT	City IT services	\$ 7,500.00	\$ 3,750.00			43.05%	\$ 1,614.33	56.95%	\$ 2,135.67
	TOTAL		\$ 54,936.25	\$ 27,468.13				\$ 11,824.73		\$ 15,643.39
Total cost for each FCL partner, July 2021-June 2022:				\$ 57,528.13		\$ 8,617.65		\$ 21,055.43		\$ 27,855.04

If UAS were not leaving FCL:

First City Libraries Division 1410-233			2022 budget		% UAS	Cost for UAS	% KGBSD	Cost for KGBSD	% KPL	Cost for KPL
510.02	Operating Supplies	barcodes	\$ 100.00		21.63%	\$ 21.63	33.74%	\$ 33.74	44.63%	\$ 44.63
635.04	Software and Equipment Maintenance	SirsiDynix system	\$ 29,258.13		21.63%	\$ 6,328.53	33.74%	\$ 9,871.69	44.63%	\$ 13,057.90
635.11	Subscription Services	OCLC Services	\$ 6,500.00		21.63%	\$ 1,405.95	33.74%	\$ 2,193.10	44.63%	\$ 2,900.95
650.01	Telecommunications	KPU - FCL contract	\$ 11,470.00		21.63%	\$ 2,480.96	33.74%	\$ 3,869.98	44.63%	\$ 5,119.06
803.01	Interdepartmental Charges - IT	City IT services	\$ 7,500.00		21.63%	\$ 1,622.25	33.74%	\$ 2,530.50	44.63%	\$ 3,347.25
	TOTAL		\$ 54,828.13			\$ 11,859.32		\$ 18,499.01		\$ 24,469.79

With UAS leaving FCL:

First City Libraries Division 1410-233			2022 budget		% UAS	Cost for UAS	% KGBSD	Cost for KGBSD	% KPL	Cost for KPL
510.02	Operating Supplies	barcodes	\$ 100.00				43.05%	\$ 43.05	56.95%	\$ 56.95
635.04	Software and Equipment Maintenance	SirsiDynix system	\$ 29,258.13				43.05%	\$ 12,595.31	56.95%	\$ 16,662.82
635.11	Subscription Services	OCLC Services	\$ 6,500.00				43.05%	\$ 2,798.18	56.95%	\$ 3,701.82
650.01	Telecommunications	KPU - FCL contract	\$ 11,470.00				43.05%	\$ 4,937.71	56.95%	\$ 6,532.29
803.01	Interdepartmental Charges - IT	City IT services	\$ 7,500.00				43.05%	\$ 3,228.67	56.95%	\$ 4,271.33
	TOTAL		\$ 54,828.13					\$ 23,602.92		\$ 31,225.21

Increase in 2022 system cost for KGBSD and KPL:

\$ 5,103.91 \$ 6,755.42

Entity	# titles, Dec. 2020	% of total	after UAS withdraws	
KPL	64,017	44.63%	64,017	56.95%
UAS	31,022	21.63%		
KGBSD	48,390	33.74%	48,390	43.05%
TOTAL	143,429		112,407	

KGBSD = Ketchikan Gateway Borough School District Libraries
 UAS = University of Alaska Southeast - Ketchikan Campus Library
 KPL = Ketchikan Public Library
 FCL = First City Libraries Consortium