

**KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT  
AGENDA STATEMENT**

No. 11h

**Updated with a corrected "Recommended Action"**

MEETING OF June 9, 2021

Reviewed By

Item Title:

**NEW BUSINESS**

Motion to approve an Agreement with the City of Ketchikan for the First City Library Consortium

Superintendent

Finance

SUBMITTED BY Katie Parrott, Business Manager

Contact Person/Telephone

APPROVED FOR SUBMITTAL

Katie Jo Parrott

247-2116

Name

Phone

**SUMMARY STATEMENT:**

Administration is seeking approval of an ongoing agreement with City of Ketchikan for the First City Library Consortium concerning the use and maintenance of the Automated Library System

ISSUE: Board Policy governs the district’s purchasing and contracting procedures. Board Policy requires Board approval for expenditures and financial obligations over \$25,000. Though this request is technically under \$25,000, because it is close to the \$25,000 threshold and includes an intergovernmental agreement between our entities, the Board is being asked to provide approval.

BACKGROUND: UAS Ketchikan is withdrawing from the First City Library Consortium. See attachments for more details.

**RECOMMENDATION:**

Approval of the ongoing agreement with City of Ketchikan.

**FISCAL NOTE**

|                          |     |                         |                   |                               |
|--------------------------|-----|-------------------------|-------------------|-------------------------------|
| <input type="checkbox"/> | N/A | EXPENDITURE<br>REQUIRED | \$24,000 approx.* | AMOUNT<br>AVAILABLE \$24,000* |
|--------------------------|-----|-------------------------|-------------------|-------------------------------|

\*FY22 costs already budgeted. Future years costs will be included in budgeting.

**EXHIBITS ATTACHED**

- Agreement with City of Ketchikan
- Library Director Memo June 1, 2021
- Ongoing First City Library Cost Split worksheet

**RECOMMENDED ACTION:**

“I move that the Board of Education approve the agreement with City of Ketchikan for the First City Library Consortium concerning the use and maintenance of the Automated Library System.”

## **AGREEMENT CONCERNING THE USE AND MAINTENANCE OF AN AUTOMATED LIBRARY SYSTEM**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between 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"). The City and the District are hereafter referred to collectively as the First City Libraries (FCL) Consortium.

### **RECITALS**

(A) This Agreement replaces the agreement dated August 26<sup>th</sup>, 1991 between the City and the District. The 1991 Agreement 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 by a separate agreement between the City, the District and UAS-K.

(C) As of July 1, 2021, the District and the City 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. Items in the collections of all District and City 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 and City staff.

**Section 2: Costs.** All annual costs for operating the ILS will be allocated between the City and the District as follows:

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

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

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.

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: Additional Library Users.** In the event that other libraries or other persons desire to participate in the ILS, the parties will unanimously decide whether such libraries or persons should be allowed to participate subject to a use agreement setting forth terms, liabilities and costs. The payment of costs set forth herein shall be adjusted proportionately to reflect payment made by any additional libraries or persons.

**Section 4: 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, neither party shall be liable to the other 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.

**Section 5: Compliance with ILS Requirements.** The City and District 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 and the District 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.

**Section 6: 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 or District libraries 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 7: 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 and the Ketchikan Gateway Borough School Board. The budget shall detail expenses for the line items and shall be in form satisfactory to the chief financial officers of the City and District. Expenditures for items and expenses not specified with particularity in the budget shall not be made without the mutual consent of the KPL Director and the District Library representative.

**Section 8: Billing.** The City Finance Director in consultation with the Ketchikan Public Library (KPL) Director and the District Library representative shall annually calculate the costs and payments for the calendar year and shall bill the respective parties. Bills shall be submitted to the respective parties by March 31 of each year and shall be paid on or before June 30.

**Section 9: Additional Equipment, Software and Supplies.** All the costs of all supplies to be located at and used solely by a library shall be borne by that library. Additional hardware and/or software may be purchased and used by either party provided however, that (1) the ILS is compatible with such equipment or software and (2) the purchase and use of such equipment and software is approved by the City and District. Unless otherwise mutually agreed, the party adding hardware and/or software shall pay all of the mutually agreed upon costs arising from the connection, use, maintenance and operation of such equipment and software.

**Section 10: No Partnership.** Except to the extent set forth herein, neither party shall have authority to bind the 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 11: 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. Neither party shall be liable to the other 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 12: 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 13: Terms of Agreement.** This agreement shall be in effect starting July 1, 2021. This agreement shall be automatically renewed for successive one (1) year terms annually at the conclusion of the initial term upon the same terms and conditions set forth herein unless either party shall notify the other in writing to the contrary not less than ninety (90) days prior to the expiration of the term then in force.

**Section 14: 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 on the same basis and level of service as said vendor does the City. The City or District Library representative shall promptly convey to the vendor matters of concern to the parties regarding the ILS.

**Section 15: Non-Appropriation.** Either 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 party.

**Section 16: Termination.** In addition to termination for non-appropriation under the section below, either party may terminate this agreement with one hundred eighty (180) days prior notice to the other party. Upon termination under this section or for non-appropriation under the previous section of this agreement, all hardware and software shall be delivered and title transferred to the non-terminating party as the sole property of such party for its sole use, subject, however, to such restrictions on use as are or may be imposed by the State of Alaska under the terms of its grants for the ILS. Upon termination, each party shall receive at its cost and upon its request a copy of its collection database, borrower, and circulation records.

**Section 17: 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

**Section 18: Administration.** The KPL Director and District 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 and the Superintendent of Schools for resolution by them.

**Section 19: Additional Terms and Conditions.** This agreement is subject to each of the additional terms and provisions attached hereto as Exhibit A and B and incorporated herein.

**Section 20: Good Faith, Mutual Benefits and Cooperation.** It is the overriding intent of this agreement that the ILS be available to both parties and the community as in integrated and functioning system. Therefore, both parties agree to act in good faith and in the spirit of mutual benefit and cooperation to achieve this goal.

**Section 21: 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**

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Karl R. Amylon  
City Manager

ATTEST

\_\_\_\_\_  
Kim Stanker  
Acting City Clerk

**KETCHIKAN GATEWAY BOROUGH  
SCHOOL DISTRICT**

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:\_\_\_\_\_

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 \_\_\_\_\_ to me known to be the

\_\_\_\_\_ of the **KETCHIKAN GATEWAY BOROUGH SCHOOL**

**DISTRICT**, 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 Ketchikan Gateway Borough School District 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:\_\_\_\_\_



## **RESPECTIVE DUTIES Exhibit A**

### **Responsibilities – City**

- Contract with City Department(s)—for example, KPU Telecommunications and/or City IT Department—to house, maintain and operate the SirsiDynix server, maintain hardware in good operating condition with necessary parts and supplies, and troubleshoot hardware problems and work with library and SirsiDynix to resolve problems, maintain connection to the network, and maintain hardware security.
- Sign and administer maintenance contracts with all service vendors relating to the ILS.
- Prepare and submit bills to the District in accordance to the terms of this agreement.
- The KPL Director will apply for annual Federal E-Rate discounts for the FCL network connection for the FCL SirsiDynix server.
- A KPL librarian will serve as a designated contact with SirsiDynix, and software use authority.

### **Responsibilities – District**

- With KPL staff, regularly review the operations of the ILS and develop plans for modifications when necessary.
- Monitor SirsiDynix performance and take action as needed.
- Troubleshoot software problems and work with SirsiDynix and KPL staff to troubleshoot and resolve problems.
- With Public Library staff, conduct periodic training and refresher sessions for staff using the ILS.
- Administer a courier service to deliver items from one FCL library to another.
- A KGBSD librarian will serve as a designated contact with SirsiDynix and software use authority.

## **FCL CONSORTIUM MEMBER EXPECTATIONS**

### **Exhibit B**

The mission of the First City Libraries (FCL) is to provide quick, reliable, online access to the holdings, circulation data, cataloging data, internet and other information sources of this community library consortium. This system is a cooperative effort between the City of Ketchikan and the Ketchikan Gateway Borough School District. It links all of Ketchikan's libraries, thereby allowing all citizens access to materials held within those libraries.

FCL has a shared patron database and a shared catalog, so anyone with a Library account can check out items from any FCL library and return them to the same or another library and the items will be properly accounted for and routed to their home library. This also means a person with a blocked or banned account will not be able to borrow from any FCL library before resolving the problem.

For the FCL Consortium to function properly, all members and their libraries must agree and abide by shared expectations. These are:

- I. Staff Expectations: Each FCL Consortium member shall be responsible for providing staff and staff training, including:
  - a. Professional librarian(s) to oversee collection evaluation, development, inventory, and cataloging, as well as staff training
  - b. Support staff to provide processing of new items and circulation of collection
  - c. Paid time for staff training (introductory and ongoing) for both professional and support staff, including paid time for all staff to attend FCL policy updates once a year
  
- II. Collection Expectations: Each FCL Consortium library shall be responsible for the maintenance and development of its collection, including:
  - a. Purchase of new items and replacement of lost, outdated, or damaged items
  - b. Consideration of the entire FCL collection in evaluation and purchase decisions
  - c. Prompt, accurate, and complete updating of the ILS (Integrated Library System) to reflect the current holdings of that library
  - d. Inventory of each library's collection at least every two years
  
- III. Circulation Expectations: Each FCL library shall be responsible for providing:
  - a. Personnel trained in using FCL circulation system and familiar with cooperative circulation policies of FCL
  - b. Consistent effort to recover overdue and lost items and collect fines for all libraries of FCL
  - c. Each FCL library will run its own courtesy, overdue and lost item notices
  - d. Timely movement of items through the courier system

Each FCL library shall retain the right to determine how its items will circulate, being mindful of the goals of a cooperative library system.

IV. Patron Expectations: Each FCL library shall be responsible for serving the patrons of FCL by:

- a. Promptly adding and deleting patron records registered through that library
- b. Regularly updating patron records

V. Technology Expectations: Each FCL library shall be responsible for providing the labor, hardware, peripherals, and software necessary to communicate with the FCL ILS.



**To:** 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

**From:** Pat Tully, Ketchikan Public Library Director

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

**Date:** June 1, 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. The UAS-Ketchikan Campus has announced it is leaving the FCL online system as of December 31, 2021.

The Ketchikan Gateway Borough School District Libraries (KGBSD) and the Ketchikan Public Library (KPL)—will update the 1991 FCL agreement to divide the cost of operating the shared SirsiDynix online library system. The SirsiDynix online library system provides essential circulation, patron registration, item acquisition, inventory and collection sharing functions for Ketchikan’s libraries.

**Cost:** As was established in the 1991 agreement, the cost will be determined by the percentage of bibliographic records (item titles) in the system for each FCL member. See accompanying spreadsheet for detailed costs.

Starting in January 2022 when UAS has fully withdrawn from First City Libraries, the annual systems cost for the School District and the City increase by 28% to:

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

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

**Agreement:** The accompanying agreement sets out the conditions of sharing the FCL SirsiDynix system between the School District and the City of Ketchikan, beginning July 1, 2021.

**Recommended Motion:** I move the [governing body] approve the agreement between the Ketchikan Gateway Borough School District and the City of Ketchikan to share the First City Libraries ILS for the initial period of July 1, 2021 – June 30, 2022, to be automatically renewed according to the terms of the agreement; and authorize the \_\_\_\_\_ to execute the contract on behalf of the [governing body].

## First City Libraries System Costs, after UAS Withdrawal, starting January 2022

| <i>With UAS leaving FCL:</i>                  |                                    |                    |                     |                |                       |              |                     |
|---|------------------------------------|--------------------|---------------------|----------------|-----------------------|--------------|---------------------|
| <i>First City Libraries Division 1410-233</i> |                                    |                    | <i>2022 budget</i>  | <i>% KGBSD</i> | <i>Cost for KGBSD</i> | <i>% KPL</i> | <i>Cost for KPL</i> |
| 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         |
|   | <b>TOTAL</b>                       |                    | <b>\$ 54,828.13</b> |                | <b>\$ 23,602.92</b>   |              | <b>\$ 31,225.21</b> |

***Increase in 2022 system costs for KGBSD and KPL, compared to 2021:*** **\$ 5,103.91** **\$ 6,755.42**

| Entity       | # titles, Dec. 2020 | % of total |
|--------------|---------------------|------------|
| KPL          | 64,017              | 56.95%     |
| KGBSD        | 48,390              | 43.05%     |
| <b>TOTAL</b> | <b>112,407</b>      |            |

KGBSD = Ketchikan Gateway Borough School District Libraries

KPL = Ketchikan Public Library

FCL = First City Libraries Consortium