

**Chemeketa Cooperative
Regional Library Service**



Community. Literacy. Technology.

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**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR LIBRARY PARTICIPATION IN CHEMEKETA COOPERATIVE REGIONAL
LIBRARY SERVICE (2015-2016)**

Contract #10196100, Amendment #04

This Agreement is by and between Chemeketa Community College hereafter known as COLLEGE, and the City of Salem, by and through its Salem Public Library, hereafter known as CCRLS PARTICIPATING ENTITY.

Purpose: The purpose of this Amendment #04 is to add funding for the 2016-17 fiscal year and to replace Attachment A. Statement of Work Consideration with a revised attachment.

- 1) **Attachment A Statement of Work/Consideration** is deleted in its entirety and replaced by the revised **Attachment A Statement of Work/Consideration** which is attached to this Amendment #04 as **Exhibit 1** and which is incorporated herein by this reference.
- 2) **Attachment A1 Compensation Schedule 2015-2016** is deleted in its entirety and replaced by the revised **Attachment A1 Compensation Schedule 2016-2017** which is attached to this Amendment #03 as **Exhibit 2** and which is incorporated herein by this reference.
- 3) **Attachment B Council Members 2015-2016** is deleted in its entirety and replaced by the revised **Attachment B Council Members 2016-2017** which is attached to this Amendment #04 as **Exhibit 3** and which is incorporated herein by this reference. This Attachment will be updated in September 2016 and may be further updated during the amendment period from time to time. A revised Attachment B. will be sent via e-mail.
- 4) This Amendment #04 is effective upon signature by both parties. If the parties sign on separate dates, the latter date shall be the effective date. The changes to Attachment A1 are effective for the period July 1, 2016 - June 30, 2017, upon signature by both parties.

**Signatures
(see next page)**

Parties concur that all other terms and conditions of the original Agreement, and the terms and conditions of Amendments #01, #02 and #03 to the original Agreement, shall remain in effect.

In witness whereof, the parties hereto have caused this Amendment #04 to be executed on the date set forth below, effective as of the date set forth herein.

For College:

For CCRLS PARTICIPATING ENTITY:

(Signature) (Date)

John Goodyear, Executive Director
Chemeketa Cooperative Regional Library Services

Signature of Library Director

(Signature) (Date)

Printed Name of Library Director

Printed Title of Library Director

Signature of Authorized Entity Signer

(Signature) (Date)

Printed Name of Authorized Entity Signer

Printed Title of Authorized Entity Signer

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Exhibit 1 to Amendment for 2016-2017 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

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

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

b) Under this agreement College shall:

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

recommendations on procedures and their implementation can be expressed.

- b. Provide operation and maintenance of the CCRLS Automated System and related databases, including:
 1. Maintain bibliographic, circulation, and borrower data in an automated database management system. Design, applications, enhancements of, and major changes of operation to the automated system database management system shall be subject to review by the PYM Technology Committee.
 2. Manage the CCRLS automated system under the terms of this agreement and other applicable agreements with vendors and participating library so that 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.

8. Maintain agreements for hardware maintenance and software support with current provider of library automation service(s). CCRLS shall provide reasonable approved maintenance and support for automated system hardware and software not provided by automation vendor. CCRLS shall provide reasonable prior notice to CCRLS PARTICIPATING ENTITY 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 CCRLS PARTICIPATING ENTITY'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" CCRLS PARTICIPATING ENTITY terminals from automated system.
9. Provide, through CCRLS, one or more dedicated telephone lines to serve the system, and related telecommunication equipment as provided in the agreement with the vendor for the automation system, and pay all related installation, acquisition, maintenance, and use cost.
10. Except for equipment and software purchased by CCRLS PARTICIPATING ENTITY under Attachment A 1) Statement of Work a) 13), all automated system hardware, software, and other capital equipment shall remain the property of COLLEGE, and CCRLS PARTICIPATING ENTITY shall have no claim thereto other than the right to use thereof under this AGREEMENT.
11. Contract for hosting maintenance and backup of CCRLS automated system data. In the event of system malfunction or loss of data, CCRLS shall promptly arrange for restoration of the most recently backed up data to the system once it is again functioning. No liability is assumed by CCRLS if the automated system experiences down time or loss of data which cannot be recovered.
12. Provide training for at least one CCRLS PARTICIPATING ENTITY staff person at any time the automated system operating systems or procedures are changed, enhanced, or otherwise revised. CCRLS shall provide up-to-date access to on-line user manuals for CCRLS PARTICIPATING ENTITY's staff. All other training of CCRLS PARTICIPATING ENTITY staff shall be the responsibility of CCRLS PARTICIPATING ENTITY. CCRLS PARTICIPATING ENTITY shall designate one staff position responsible for coordinating training and operations matters with the CCRLS staff person responsible for automation system operations.
13. 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.
14. While providing computer network access to the CCRLS automated system, 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 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 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 EnvisionWare (or subsequent vendor) and

will invoice CCRLS PARTICIPATING ENTITY annually for CCRLS PARTICIPATING ENTITY's proportionate share of software licenses.

23. Coordinate group purchasing of such CCRLS-related services on behalf of member libraries including, but not limited to Debt Collect, ORBIS and Cascade Alliance Courier. College will invoice CCRLS PARTICIPATING ENTITY annually or quarterly for the cost of these services on a usage basis.
24. CCRLS will create and co-manage library websites on an acceptable/affordable platform. CCRLS will create a general site template, from which multiple library sites will be derived and customized.

At least one individual at each participating library shall be identified and trained to serve as their library site's principal editor. Subsequently, access to sites will be granted to these individuals, who will then assume primary responsibility for content development and general maintenance.

A CCRLS account will retain "ownership" (a defined role of the platform) of these sites. Relevant training will be delivered by CCRLS staff at the Chemeketa Salem Campus. Attendance will be mandatory for local site editors. Libraries which currently have a registered domain name will need to investigate options for mapping that domain to the new platform. Libraries without a registered domain name will receive an alias under the ccrls.org domain

Upon adoption of the service, participating libraries will be charged a proportionate share of the hosting fees, if any.

c. Electronic Payments for Fines, Lost Book Charges, or Other Charges

1. Through CCRLS, collect and process electronic payments for fines, lost book charges, or other charges owed to CCRLS member libraries.
2. Process charges that are paid only through the shared library automation system operated by COLLEGE.
3. COLLEGE shall not be financially responsible to refund corrected charges to a library patron. Any dispute of charges is the responsibility of CCRLS PARTICIPATING ENTITY to resolve with the patron. Deductions from the merchant banking account will be deducted from the next regular payment to the associated CCRLS PARTICIPATING ENTITY library.
4. Compile and calculate charges on a monthly basis. However, payment to CCRLS PARTICIPATING ENTITY will be made on a quarterly basis. In the event the amount due to CCRLS PARTICIPATING ENTITY is less than \$15, the payment may be held for the next quarterly payment.
5. Make payment to CCRLS PARTICIPATING ENTITY in the amount paid on their behalf, minus merchant services for the period. Associated fees will be distributed on a pro-rata basis to

each library based on the percentage of total funds collected that month and total fees that month.

6. COLLEGE shall be credited payments for unidentified charges, or for items which COLLEGE has previously reimbursed 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 library and the number of items owned by other 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 an Interlibrary Loan Service Fee by COLLEGE on December 15 of each year. The service fee shall be included in the CCRLS budget as an amount sufficient to defray Salem Public Library'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.

- f) Payments made or invoices issued under this Agreement, either for full or partial payment, shall reference the College contract number written herein.

Revised 5/26/2016 gwp

**EXHIBIT 2 TO 2016-17 CCRLS PARTICIPATION AMENDMENT
 ATTAACHEMENT A1 COMPENSATION SCHEDULE FY 2016-17**

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

LIBRARY	AMOUNT	QUARTERLY PAYMENT
Amity	\$ 6,172.00	\$ 1,543.00
chemeketa	\$ 7,852.00	\$ 1,963.00
Dallas	\$ 67,013.00	\$ 16,753.00
Dayton	\$ 6,398.00	\$ 1,599.00
Indepenedence	\$ 67,856.00	\$ 16,964.00
Jefferson	\$ 12,444.00	\$ 3,111.00
Lyons	\$ 11,474.00	\$ 2,869.00
McMinnville	\$ 150,643.00	\$ 37,661.00
Monmouth	\$ 70,731.00	\$ 17,683.00
Mt. Angel	\$ 16,129.00	\$ 4,032.00
Newberg	\$ 85,388.00	\$ 21,347.00
Salem	\$ 579,963.00	\$ 144,991.00
Sheridan	\$ 13,512.00	\$ 3,378.00
Silver Falls (Silver Falls Library District)	\$ 68,264.00	\$ 17,066.00
Stayton	\$ 77,870.00	\$ 19,467.00
Wagner Library (Falls City School District)	\$ 3,503.00	\$ 876.00
Willamina	\$ 16,870.00	\$ 4,217.00
Woodburn	\$ 72,429.00	\$ 18,107.00

Net Loan Payment to CCRLS PARTICIPATING ENTITY by College: The net loan payment for fiscal year 2016-15 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 2016-17 shall be \$29,000.

Participation Payment to College (City of Newberg Only): The participation payment to College by the City of Newberg for fiscal year 2016-17 shall be \$134,893.

CHEMEKETA COOPERATIVE REGIONAL LIBRARY SERVICE
FY 2015-16 Council Members

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