

Presented to Council 7/27/98
72.

WASILLA CITY COUNCIL INFORMATION MEMORANDUM

IM No. 98-79

SUBJECT: FY99 Automation Agreement

PREPARED BY: Administration

DATE: July 21, 1998

FOR AGENDA OF: July 27, 1998


SUMMARY:

Per Council's request, please see the attached FY99 Automation Agreement.

FISCAL IMPACT: No Yes, amount requested: \$

Fund:

RECOMMENDED ACTION: Information only.



Reviewed by: SARAH PALIN, Mayor

Attachments: FY99 Automation Agreement



Matanuska-Susitna Borough

350 EAST DAHLIA AVE., PALMER, ALASKA 99645-6488 • PHONE (907) 745-4801

July 13, 1998

City of Wasilla
Honorable Mayor Sarah Palin
290 E Herning Avenue
Wasilla, AK 99654

RE: FY 99 Automation Agreement

Dear Mayor Palin:

Enclosed is an original and two copies of FY99 Automated Library System Agreement. Please sign all three copies and return to this office. A fully executed copy will be returned for your records.

Should you have any questions, you may contact me at 745-9634.

Yours truly;

A handwritten signature in cursive script that reads "Bruce Urban".

Bruce Urban
Recreational Services Manager

Enclosures

copy: Mary Ellen Baker, Library Director, Wasilla Public Library

AUTOMATED LIBRARY SYSTEM AGREEMENT

between

MATANUSKA-SUSITNA BOROUGH

and

CITY OF PALMER

and

CITY OF WASILLA

This Agreement is made between the Matanuska-Susitna Borough, a municipal corporation (hereinafter the Borough) and the city of Palmer, a municipal corporation and the city of Wasilla, a municipal corporation with respect to the operation and maintenance of an automated library system (hereinafter the System).

Section 1. Definitions. In this Agreement:

A. **Members.** The term Members means the Matanuska-Susitna Borough, the city of Palmer, and the city of Wasilla.

B. **System.** The term System means all hardware and equipment necessary for operating the automated library system that is housed at the Borough's central office.

C. **Borough.** The term Borough means the Matanuska-Susitna Borough.

D. **Council.** The term Council means an interagency group consisting of one representative from each Member.

E. **Operating Year.** The term Operating Year means the period of time July 1 through June 30.

Section 2. Authority.

This intergovernmental Agreement is authorized pursuant to Alaska State Constitution Article X, Section 13 and AS 29.35.010(13) and is for the joint administration and exercise of library powers by the Borough and the Cities recognizing that the borough library powers are non-areawide powers of the Borough.

C. Each such invoice shall be due and payable within thirty (30) calendar days after it is received.

D. Within 30 days following the signing of the Agreement by the Members, each Member shall pay the Borough twenty-five percent (25%) of their total sum set forth in Section 5(A).

E. Thereafter, each Member shall make payments equal to the sum described in Section 5(D) on October 10, 1998 January 10, 1999, and April 10, 1999 providing the reconciliation as described in Section 13(E) paragraph 2 does not change the amount due.

F. Should the Member Library's account fall into arrears more than ninety (90) days, the Matanuska-Susitna Borough may, at its discretion, suspend service to the Member Library until payment is received by the Matanuska-Susitna Borough.

Section 6. Withdrawal and Dissolution.

A. A Member may withdraw from this agreement at any time upon six (6) months notice to the Borough. In the event a Member withdraws, their records shall be removed from the data base. Any and all costs involved will be at the Member's expense.

B. The Members enter into this agreement with the understanding that the legislative intent of the appropriation for the central system hardware requires that the equipment remain dedicated to automated library system in support of community library service. Accordingly, Borough covenants that in the event it elects to withdraw from this agreement, central system hardware shall be provided on long-term loan to one of the other Members.

Section 7. Agreement Administration.

This Agreement shall be administered by an interagency council (the Council) consisting of a representative from each Member. The Council shall meet informally at least once each quarter to discuss maintenance and use of the System. All decisions made by the Council must be by unanimous consent.

Section 8. Arbitration.

Any disputes arising out of this Agreement which cannot be resolved by the Members shall be submitted to arbitration under the rules of the American Arbitration Association.

Section 9. Interpretation and Enforcement.

This Agreement is being executed by the Members following negotiations between the Borough and the cities of Palmer and Wasilla. It shall be construed according to the fair intent of the language as a whole, not for nor against any party. The titles of sections in the Agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 10. Severability. If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Section 11. Ownership.

A. Ownership of the System shall be by the Borough. Any peripheral equipment purchased by borough-obtained grants or borough funds shall remain the property of the borough. Should any member withdraw from this Agreement, all equipment owned by the Borough shall be returned to the Borough.

B. Each Member shall separately purchase, own, and maintain any additional peripheral equipment, including telecommunications equipment, the standards for which shall be established by the Council. Peripheral equipment compatibility shall remain the responsibility of the using Member.

C. Telecommunication line charges shall be the responsibility of the originating Member.

Section 12. System Operation Administration.

A. The Borough shall serve as fiscal and operating agent of the Members in matters involving the vendor. In this capacity the Borough shall:

1. Collect and convey to the vendor questions and comments from the Members regarding system performance and improvement;
2. Execute service agreements, contracts for purchase, and other instruments as authorized by the council;
3. Collect from the Members and remit to the vendor an annual payment for maintenance and operating costs. Contributions by the Members shall be as set forth in *Section 13 Cost Allocation*.

4. Arrange for vendor maintenance, repair, and upgrade; and
5. House and operate the central system hardware, including but not limited to the central processing unit, telecommunication and other input devices, mass storage devices, and backup equipment and files.

B. The Borough, subject to funding by the Members, shall provide a System Technician who shall be a minimum of a half-time employee of the Borough. The administrator shall:

1. Keep the Council informed of the condition, requirements, and performance of the System;
2. Maintain and operate the System as recommended by the Council;
3. Be available to respond to the inquiries and requests from the Members a minimum of 20 hours per week;
4. Provide training to Member staff as directed by the Council;
5. Work closely with the borough's Management Information Systems Division in the operation and maintenance of the System; and
6. Maintain a current set of System documentation.

C. A job description outlining the responsibilities for the Systems Technician shall be prepared by the Borough and agreed upon by the Council. The Members may participate in the interviewing of perspective candidates for the Systems Technician position and make recommendations for hire to the borough.

Section 13. Cost Allocation.

A. Each Member will pay a portion of the Total System Operating Cost proportional to the amount of System usage by that Member.

B. For purposes of this agreement "Total System Operating Cost" is defined as:

1. The sum of the yearly maintenance costs, as supplied by the vendor, of the Central System hardware and software;
2. Total personnel costs for the time devoted to System administration;
3. Other factors may be included in the annual costs with the unanimous concurrence of the Members.

C. Maintenance and operating costs of all Member specific hardware will be the responsibility of the Member where the equipment is physically located.

D. Each Member's annual charges for its portion of the Total System Operating Cost shall be the sum of the following three (3) factors:

1. Terminal Cost: The percentage of the total number of system dedicated terminals held by the Member multiplied by a sum equal to fifty percent of the Total System Operating Cost.

2. Circulation Cost: The percentage of the total annual circulations through the system generated by the Member multiplied by a sum equal to twenty-five (25) percent of the Total System Operating Cost.

3. Title Storage Cost: The percentage of the total number of titles stored by the Member multiplied by a sum equal to twenty-five (25) percent of the Total System Operating cost.

E. Each Member's percentage, as defined in Section 13(D), of the Total Operating Cost will be projected by January 10 of the current Operating Year for the forthcoming Operating Year. The terminals in use, circulation, and title storage totals will be based on the actual figures of the previous twelve (12) months of operation (January 1 through December 31).

On March 15, a reconciliation will be done on the current Operating Year's Total System Operating Cost as defined in Section 13(B). Any necessary adjustments to the Member's payments will be reflected on the April 10 invoice.

Any unexpended or unencumbered funds remaining at the end of the Operating Year (June 30) shall be refunded to the Members on the percentage basis as originally paid.

A projected budget for the forthcoming Operating Year will be presented by the borough to the Members by December 1. The budget shall be approved by the Members no later than January 31. The approved budget would be subject to funding by the Matanuska-Susitna Borough Assembly.

Section 14. Allocation of Ports.

A. Allocation of System ports (terminals) shall be as directed by the Council, subject to the following minimums:

Matanuska-Susitna Borough:	<u>15</u>
City of Palmer:	<u>10</u>
City of Wasilla:	<u>19</u>

B. When allocating ports in excess of the minimum, the Council shall apply the following criteria:

1. The Members to this agreement shall have the highest priority for ports.
2. No Member may add ports without approval of the Council.
3. Other libraries not under the jurisdiction of the Members requesting ports

shall be prioritized according to the degree their collections enrich the data base.

Section 15. Performance.

A. The Members intend that the System be available for use by the Members between 8 a.m. and 10 p.m. Monday through Friday and between 8 a.m. and 6 p.m. Saturday. On the last Monday of each month, the System will be available between 9 a.m. and 10 p.m. Should the last Monday of the month fall on a borough holiday, on the preceding Monday the system shall be available between 9 a.m. and 10 p.m.

B. To the extent possible, the Technician shall schedule maintenance, upgrades, and other support activities during times that are not available to the Members.

C. The Technician shall ensure that all changed files are backed up according to a pre-determined schedule.

D. No Member shall make use of the System, whether for circulation, cataloging, or other support activity, in a manner which unduly interferes with System performance or with access by other Members.

Section 16. Confidentiality of Data.

Each Member shall instruct its employees having access to the System, as to the requirements of AS 09.25.140 regarding confidentiality of library records.

Section 17. Responsibilities of the Members.

A. **Cataloging Standards.** All Members shall conform to the nationally accepted standards for the cataloging of library materials, as implemented by the Western Library Network (WLN). The current editions of the Anglo-American Cataloging Rules (AACR), as interpreted by the Library of Congress, and the Library of Congress Subject Headings will be used for bibliographic description and subject analysis of all records which are anticipated to be long-term entries in the data base. Locally created subject headings will conform to Library of Congress Subject Headings practice.

Brief, temporary, local records will use the current edition of AACR to determine the main entry title. If imprint and physical description are included these will also conform to the practice as determined by AACR.

All Members will use the WLN's Name and Subject Authority files to determine correct entry of indexed headings to avoid multiple entries in the catalog. All Members performing direct entry of records into the system will first check the on-line automated system's authority file to see if a heading has been established. If it has not and there is any doubt, the Member will either check the WLN authority file itself, or if it is not a WLN user, contact the Cataloging Department of one of the network's other libraries to verify the proper heading as soon as possible.

B. **Timely Entry and Deletion.** Entry of new titles and deletion of withdrawn items and titles will be accomplished as quickly as possible and without seriously degrading system response time. It is expected that libraries using the WLN interface method of loading records will have new records completed in the catalog within two weeks of cataloging.

C. **Accurate Linkages.** Each Member shall be responsible for ensuring that the bibliographic record to which an item has been linked accurately reflects the contents of that bibliographic unit. Title, authors, imprint, description, and subjects will match closely enough so that a patron retrieving the record from the catalog will not be misled as to what is on the shelves.

Additionally, each Member shall maintain accurate linkages so that the catalog will truly reflect what is on the shelf at the present time, what is checked out, and what is unavailable due to other reasons (i.e., being mended, temporarily withdrawn, etc.).

D. Patron Registration Requirements. Each Member may enter or modify registration records in the shared patron file. The Member entering the data is responsible for ensuring that the information is complete and accurate, and that the patron has presented adequate identification for the purposes of address verification.

E. Honoring Blocks, Charges, and Due Dates.

1. Members agree to honor blocks on patrons's records for materials overdue or money owed to other participating libraries.

2. Due dates are set by each Member for its own material. Except for standard renewals, libraries will not adjust due dates for another Member's items on a patron's record and will not extend borrowing privileges for the patron that would not be granted by the owning Member.

3. Members shall not forgive fines and charges placed on a patron's record by another Member.

F. Each Member shall be entitled to receive sufficient training from the System Technician for one person in each Member library for the functions of catalog maintenance, patron registration, public access catalog, circulation, community resources, serials, and acquisitions. Each Member shall be responsible for training additional staff.

G. Each Member shall designate a staff member as liaison to the System Technician.

Section 18. Modifications.

The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments executed by all parties.

Section 19. Equal Employment Opportunity.

A. The Members will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam era. The Members agree to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause. The Members will, in all solicitations or advertisements for employees placed by or on behalf of the Members, state that all qualified

applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam era. The Members will cause the foregoing provisions to be inserted in all subagreements for any work covered by this Agreement.

B. The Members shall keep records and submit reports concerning the racial and ethnic origin of applicants for employment and employees as the Borough may require.

Section 20. Officials Not To Benefit.

No member of the legislature or officer of the State of Alaska or the Borough or the Members shall be admitted to any share or part hereof or to any benefit to arise from the Agreement.

Section 21. Jurisdiction; Choice of Law.

Any civil action arising from this agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Palmer. The law of the State of Alaska shall govern the rights and obligations of the parties.

Section 22. Non-Waiver.

The failure of the Borough at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the Borough thereafter to enforce each and every protection hereof.

Section 23. Permits, Laws, and Taxes.

The Members shall acquire and maintain in good standing all permits, licenses, and other entitlements necessary to the performance under this agreement. All actions taken by the Members under this agreement shall comply with all applicable statutes, ordinances, rules and regulations. All taxes required to be paid by law shall be paid by the Members, including federal withholding taxes for employees.

Section 24. Waiver and Indemnity.

The Matanuska-Susitna Borough shall defend and indemnify the other parties for legal actions or claims of any character whatsoever resulting in property damage, personal injury, death, or economic loss which are caused by the Matanuska-Susitna Borough's negligence or intentional violation of the Agreement, misuse of the system or equipment provided by the Agreement.

The city of Palmer shall defend and indemnify the other parties for legal actions or claims of any character whatsoever resulting in property damage, personal injury, death, or economic loss which are caused by the city of Palmer's negligence or intentional violation of the Agreement, misuse of the system or equipment provided by the Agreement.

The city of Wasilla shall defend and indemnify the other parties for legal actions or claims of any character whatsoever resulting in property damage, personal injury, death, or economic loss which are caused by the city of Wasilla's negligence or intentional violation of the Agreement, misuse of the system or equipment provided by the Agreement.

Section 25. Integration.

This written Agreement and any attachments embody the entire Agreement of the Members. There are no promises, terms, conditions, or obligations other than those contained herein, and this instrument shall supersede all previous communications, representations or agreements, either oral or written between the Members.

Section 26. Understanding.

The Members acknowledge that they have read and understand the terms of this Agreement, have had the opportunity to review the same with counsel of the Member's choice, and are executing this Agreement of their own free will.

Dated: _____

Dated: _____

CITY OF PALMER

CITY OF WASILLA

Thomas Smith, City Manager

Sarah Palin, Mayor

Dated: _____

MATANUSKA-SUSITNA BOROUGH

Michael J. Scott, Borough Manager