



City of Grand Island

Tuesday, May 12, 2009

Council Session

Item G14

**#2009-114 - Approving Pioneer Consortium Interlocal Agreement
for Library Services**

Staff Contact: Steve Fosselman

Council Agenda Memo

From: Steve Fosselman, Library Director

Meeting: May 12, 2009

Subject: Approving Pioneer Consortium Interlocal Agreement for Library Services

Item #'s: G-14

Presenter(s): Steve Fosselman, Library Director

Background

Through previous City Council approval, the Grand Island Public Library has been contracting with SirsiDynix (formerly Dynix) since 1993 (along with several libraries statewide) on a variety of automation system needs, including installation of hardware and software to operate the automated circulation of items. Several significant upgrades to this system have also been approved by Council since 1993 in order to stay up-to-date with advanced technologies and user needs.

Discussion

Another major upgrade to the SirsiDynix system is necessary in the near future and while the library is very pleased with SirsiDynix as a proprietary service, a statewide consortium is being developed to investigate the feasibility of migrating our systems to a new Open Source (freely distributed, non-proprietary open source code) library-system technology that could result in significant cost savings, added functionality and ease of operation through a centralized server location with Internet access at each participating library. To aid in the consortium's efforts, the public libraries in the following communities applied for and received \$100,000 in federal grant funds from the Nebraska Library Commission: Bellevue, Grand Island, Gretna, Holdrege, Lincoln, Omaha, and St. Paul.

With the adoption of this Interlocal Agreement in each of these communities, work can commence on a study to determine the best means, features, and start-up and on-going costs of such a centralized system as well as to expend grant funds for hardware and system support services to live-test such a system. During the Interlocal term ending April 30, 2010, our library's grant match share to participate in the Pioneer Consortium is

\$1,666.50. This allows our library to determine the benefits of continued participation in the consortium and to fully migrate from SirsiDynix to the consortium system if it best enables us to provide library services efficiently and effectively.

Future years' cost estimates will be determined during the grant period and this information will be analyzed in determining future consortium involvement. As a frame of reference, upgrading to the latest version of SirsiDynix will range from \$38,000 (library-hosted) to \$62,000 (Sirsi-Dynix hosted). Separately, this year's maintenance fee for SirsiDynix is \$23,000.

An added benefit to participating in this consortium is the ability to collaborate with others on a model of service that if successful will bring in even more participants and bring down costs even more than if shared among seven libraries.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Pioneer Consortium Interlocal Agreement.

Sample Motion

Move to approve the Pioneer Consortium Interlocal Agreement.

PIONEER CONSORTIUM

INTERLOCAL AGREEMENT

This agreement (“Agreement”) is made and entered into by and between the City of Bellevue, Nebraska, City of Grand Island, Nebraska, City of Gretna, Nebraska, City of Holdrege, Nebraska, City of Lincoln, Nebraska, City of Omaha, Nebraska and the City of St. Paul, Nebraska and their respective library boards, pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. Sec. 13-801, et seq.), without creating a separate joint entity, each party hereto maintaining its own employees and budgets in carrying out the terms of this Agreement, and whenever possible, this Agreement shall be construed in conformity therewith.

1.0 PIONEER CONSORTIUM ESTABLISHMENT AND GOALS:

1.1 Pioneer Consortium is a consortium of publicly funded libraries (“Member Libraries,” singularly “member library”) in the State of Nebraska. Its mission is to enrich the collections, share the resources, enhance the services and strengthen support for its Member Libraries. The mission is achieved through supporting an open source unified catalog of library resources, an efficient materials request and delivery system, and other activities that enable its Member Libraries to provide library services efficiently and effectively.

1.2 Startup funds for the Pioneer Consortium project have been provided by a \$100,000.00 grant award from the Nebraska Library Commission. In addition, Member Libraries agree to contribute grant matching funds totaling \$13,333.00 for data processing expenses.

1.3 Each member library's goal shall be to maintain and enhance a strong working relationship with Member Libraries. All Member Libraries shall subscribe to the goals and primary functions of the Pioneer Consortium as noted below.

1.4 The Pioneer Consortium is based on open source integrated library software and computer equipment located at each member library and a central site, and linked via the Internet, which in turn constitutes the automated union catalog system.

1.5 The functions of the Pioneer Consortium are listed below, not necessarily in priority order of importance:

- a. To provide access to the union catalog of the Member Libraries;
- b. To allow patrons to request needed materials from the collections of Member Libraries;
- c. To enhance cooperative electronic and physical document delivery of materials held by Member Libraries;
- d. To provide access to electronic databases other than the union catalog to Member Libraries and their patrons; and

- e. To support cooperative collection development activities by Member Libraries.

1.6 The term of this Agreement shall continue through April 30, 2010, and be subject to renewal every year so long as at least two (2) parties desire to renew this Agreement.

2.0 THE PIONEER COUNCIL AND GOVERNANCE STRUCTURE:

2.1 The Pioneer Consortium is to be governed by a governing board comprised of the library directors from each member library. That board, called the Pioneer Council, shall have the responsibility to cooperate to determine the most efficient and effective methods, materials, contractual relationships and member fees for the benefit of all Member Libraries and cities.

2.2 The Pioneer Council will elect a President. The term of service and obligations of office shall be published in the Pioneer Bylaws.

2.3 Each member library shall have one vote on the Pioneer Council.

2.4 The Pioneer Council shall develop and maintain bylaws governing the Pioneer Consortium's activities and services.

2.5 The Pioneer Council shall approve the Pioneer Consortium's budgets, expenditure plans, and member fees and charges for ongoing expenses beyond the grant project period.

2.6 The Pioneer Council shall set policies for the Pioneer Consortium and its business and contractual relationship with Member Libraries and with any third party vendors.

2.7 The Pioneer Council shall determine expenditures for and repository of Pioneer Consortium central system hardware and software during the grant period. Equipment acquired with grant funds must continue to be used for project purposes for at least five years, or the life of the equipment. Future expenditures for hardware, software and maintenance of the databases shall be determined by the Pioneer Council.

2.8 Any member library leaving the Pioneer Consortium shall forfeit any interest it may have in the property owned by the Pioneer Consortium to the remaining Member Libraries. Except as otherwise provided in this Agreement, in the event all Member Libraries shall agree to disband the Pioneer Consortium, any property owned by the Pioneer Consortium shall be distributed on a pro-rata basis to be figured as a proportion of the number of materials held in each member library compared to the overall total number of materials held by the consortium.

2.9 The Pioneer Council shall determine the reliable central site connectivity for Pioneer Consortium-related telecommunication traffic to and from the central system to each member library, sufficient for access to the union catalog and other databases per Section 1.5.

2.10 The Pioneer Council shall determine a repository for purposes of operating and maintaining a union catalog of the collections of the Member Libraries that are accessible. The individual Member Libraries shall pay for the support and coordination of locally generated data or activities. Neither the member library nor the Pioneer Council shall obligate a member library to pay additional expenses without the member library's prior approval.

2.11 The Pioneer Council shall determine the best means of insuring central site hardware, software and system against loss by fire and other means. Any settlement paid to cover the loss of items jointly owned by the Pioneer Consortium shall be used to replace Consortium property only.

2.12 The Pioneer Council shall create a Technical Advisory Council, consisting of staff designated by each member library, which shall advise the Pioneer Council on technical management issues.

2.13 The Pioneer Council may establish other advisory groups or committees as needed.

3.0 OMAHA PUBLIC LIBRARY AND LINCOLN CITY LIBRARIES DUTIES:

3.1 The Omaha Public Library shall serve as the contracting and business agent for the Pioneer Consortium and shall provide administrative support for the Pioneer Consortium as follows.

3.2 Budget and accounting activities for the Pioneer Consortium shall be maintained by the Omaha Public Library.

3.3 The staff of the Omaha Public Library shall provide the Pioneer Council with all necessary management information including but not limited to financial reports.

3.4 The Lincoln City Libraries shall draft an annual report subject to the approval of the Pioneer Council.

3.5 The Lincoln City Libraries shall be the official repository for the Pioneer Consortium documentation, correspondence, and other business records.

4.0 MEMBER LIBRARIES DUTIES:

4.1 Each member library shall pay grant matching funds in accordance with Section 1.2 as follows:

Omaha Public Library	\$4,000.00
Lincoln City Libraries	\$4,000.00
Grand Island Public Library	\$1,666.50
Bellevue Public Library	\$1,666.50
Holdrege Area Public Library	\$1,000.00
Gretna Public Library	\$ 500.00

4.2 Each member library shall be responsible for purchasing and maintaining its own local system hardware and software.

4.3 Each member library shall provide, at its expense, all costs to link and ensure reliable access from the member library's local system to the Pioneer Consortium central system.

4.4 An annual membership fee will be due each fiscal year after the initial grant contributions according to Sections 1.2 and 4.1. The payment amount for the coming fiscal year shall be determined by the Pioneer Council by March 31st of each year.

4.5 Member Libraries whose initial participation in the Pioneer Consortium was not funded by the original grant shall pay the Pioneer Consortium a pro-rata amount. The payment amount shall be determined by the Pioneer Council.

4.6 The ongoing expenses associated with the delivery of services by the Pioneer Consortium shall be assessed to each member library quarterly based on a pro-rata amount for software maintenance, supplies and equipment reserve costs. The pro-rata costs for annual software maintenance charges will be figured as a proportion of the number of materials held in each member library compared to the overall total number of materials held by the consortium. The payment amount for the coming fiscal year shall be determined by the Pioneer Council by March 31st of each year or more frequently as necessary in re-assessing costs upon approval of additional members as specified in Section 7.1.

4.7 Each member library shall provide to the Pioneer Consortium automation third party vendor a copy of its bibliographic, authority and holdings databases for loading into the central system. Each member library shall be responsible for all expenses associated with the profiling and migration of its database.

4.8 Each member library shall provide to Pioneer Consortium additional records added to the above mentioned databases using mutually acceptable catalog rules and procedures.

4.9 Each member library shall participate in central system interlibrary loan circulation according to each member library's respective current circulation policy. Provision of the widest possible Interlibrary Loan circulation of materials under these policies shall be a goal of the Pioneer Consortium.

4.10 Each member library shall participate in the Pioneer Consortium electronic and physical document delivery services that support the circulation noted in section 4.9 and other cooperative services and activities as approved by the Pioneer Council.

4.11 Each member library shall actively participate in the Pioneer Consortium by maintaining active participation in the Pioneer Council and in additional groups established by the Pioneer Council including but not limited to standing committees, ad-hoc committees, task forces, and advisory bodies.

4.12 Travel costs and other costs to participate in the Pioneer Consortium are the responsibility of each member library.

4.13 The Pioneer Council may terminate a member library's Pioneer Consortium membership only if the member library materially breaches its duties and such duties remain breached for 180 days after notification by Pioneer Consortium or if to continue participation would violate laws of the State of Nebraska.

4.14 Each member library can, at its discretion, withdraw from the Pioneer Consortium. Such withdrawal will be effective upon 60 days written notice to the Member Libraries of the Pioneer Council.

4.15 Each member library shall be responsible for verifying copyright and/or fair use status and/or obtaining copyright permission prior to its placing or introducing any information, text, graphics or data into the Pioneer Consortium database(s). Member Libraries agree they shall be solely responsible and shall indemnify the other parties to this Agreement and hold them harmless from for any claim, loss, liability or expense due to loading of copyrighted materials in the Pioneer Consortium database(s) by the employees or agents of the member library where such loading or subsequent use, viewing, printing, downloading or recopying is alleged to be infringing.

5.0 DATA RIGHTS AND OBLIGATIONS:

5.1 Data obtained by the central site from each member library shall hereby be contributed to Pioneer Consortium for use in achievement of Pioneer Consortium's goals, subject to any third-party license restrictions attached to such data.

5.2 If a member library ceases participation in Pioneer Consortium, the data submitted to the central system at that point must be removed from central system within 120 days at that withdrawing member library's expense.

6.0 MISCELLANEOUS:

6.1 Except as otherwise limited by Nebraska law, to the fullest extent permitted by law, each member library shall mutually indemnify, defend and hold harmless the Member Libraries, their officers, agents, and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of the member library, or anyone for whose acts any of them may be liable. The Member Libraries do not waive their

governmental immunity by entering into this Agreement and fully retain all immunities and defenses provided by law. This section survives any termination of this Agreement.

6.2 This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No amendment, consent or waiver of terms of this Agreement shall bind either party, unless in writing and signed by all parties. Any such amendment, consent or waiver shall be effective only in the specific instance and for the specific purpose given. The parties, by the signature below of their authorized representatives, acknowledge having read and understood the Agreement and to be bound by its terms and conditions.

6.3 Each party to this Agreement shall execute duplicate copies of this Agreement and provide one executed copy to the Pioneer Consortium. The parties agree that the separately executed copies of this Agreement which shall constitute the Pioneer Consortium Interlocal Agreement shall be given full force and effect.

7.0 ADDITIONAL MEMBERS:

7.1 Additional political subdivisions or governmental entities may apply to become members of the Pioneer Consortium by providing the Pioneer Council a letter of application, which shall be considered by the Pioneer Council at its next regular or special meeting following the receipt of the application. Upon receiving the approval of two-thirds (2/3) of the Pioneer Council and the subsequent execution of this Agreement by the applicant member, including any addendum, amendment or modification thereto, the applicant shall become a member of the Pioneer Consortium.

**PIONEER CONSORTIUM
INTERLOCAL AGREEMENT**

DATE: _____

THE CITY OF BELLEVUE, NEBRASKA,
A Municipal Corporation,

ATTEST:

Mayor

City Clerk

Approved as to form: _____

Bellevue City Attorney

PIONEER CONSORTIUM
INTERLOCAL AGREEMENT

DATE: _____

THE CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

Chairman, Library Board

Mayor

ATTEST:

City Clerk

Approved as to form: _____
Grand Island City Attorney

**PIONEER CONSORTIUM
INTERLOCAL AGREEMENT**

DATE: _____

THE CITY OF GRETNA, NEBRASKA,
A Municipal Corporation,

ATTEST:

Mayor

City Clerk

Approved as to form: _____

Gretna City Attorney

PIONEER CONSORTIUM
INTERLOCAL AGREEMENT

DATE: _____

Holdrege Area Public Library, NEBRASKA

President, Library Board

Library Director

ATTEST:

Notary

Approved as to form: _____

William A. Tringe, Esq.
Board of Library Trustees

**PIONEER CONSORTIUM
INTERLOCAL AGREEMENT**

DATE: _____

THE CITY OF LINCOLN, NEBRASKA,
d/b/a LINCOLN CITY LIBRARIES

President, Library Board

Library Director

Approved as to form: _____

Lincoln City Attorney

**PIONEER CONSORTIUM
INTERLOCAL AGREEMENT**

DATE: _____

THE CITY OF OMAHA, NEBRASKA,
A Municipal Corporation,

ATTEST:

Mayor

City Clerk

Approved as to form: _____

Omaha City Attorney

PIONEER CONSORTIUM

INTERLOCAL AGREEMENT

DATE: _____

THE CITY OF ST. PAUL, NEBRASKA,
A Municipal Corporation,

Chairman, Library Board

Mayor

Superintendent, School District

ATTEST:

City Clerk

Approved as to form: _____
St. Paul City Attorney

RESOLUTION 2009-114

WHEREAS, the City of Grand Island, Nebraska desires to enter into an Interlocal Agreement with the City of Bellevue, Nebraska, City of Gretna, Nebraska, City of Holdrege, Nebraska, City of Lincoln, Nebraska, City of Omaha, Nebraska and the City of St. Paul, Nebraska and their respective library boards (the Parties) for purposes of establishing a consortium of publicly funded libraries in the State of Nebraska to support an open source unified catalog of library resources, an efficient materials request and delivery system, and other activities that enable its members to provide library services efficiently and effectively; and

WHEREAS, the Parties have received grant funding in the amount of \$100,000 from the Nebraska Library Commission for start-up funds for a joint Pioneer Consortium project; and

WHEREAS, Grand Island Public Library's grant match share to participate in the Pioneer Consortium grant project specifically for data processing expenses is \$1,666.50; and

WHEREAS, the term of this Agreement shall extend through April 30, 2010 and be subject to renewal every year so long as at least two (2) parties desire to renew this Interlocal Agreement; and

WHEREAS, the Parties agree to individual and consortium responsibilities as provided for in this Interlocal Agreement; and

WHEREAS, the parties shall cooperate to determine the most efficient and effective methods, materials, contractual relationships and member fees for the benefit of all member libraries and cities.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to, on behalf of the City, execute the Interlocal Agreement between the City of Grand Island and the City of Bellevue, Nebraska, City of Gretna, Nebraska, City of Holdrege, Nebraska, City of Lincoln, Nebraska, City of Omaha, Nebraska and the City of St. Paul, Nebraska and their respective library boards, in accordance with the terms and conditions generally described above.

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Adopted by the City Council of the City of Grand Island, Nebraska, May 12, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to form <input type="checkbox"/> _____ May 7, 2009 <input type="checkbox"/> City Attorney
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