

INTERGOVERNMENTAL AGREEMENT OF SAGE LIBRARIES

THIS AGREEMENT made and entered into this 17th day of June, 2014 by each Library in the Sage Library System agreeing to enter into the same by ordinance or resolution, and being collectively referred to herein as "member libraries", now therefore

WITNESSETH:

RECITALS:

1. This is an agreement for intergovernmental cooperation by units of local government and private entities providing library services under ORS 190.010 to ORS 190.111 or as part of the Interstate Library Compact under ORS 357.330 to ORS 357.370 inclusive, in performing functions and providing services which all of the parties have authority to perform and provide.
2. For purposes of this agreement, the organization created by member libraries to perform certain functions and activities herein set forth shall be deemed a consolidated department of all of member libraries who are parties to this agreement to carry the same out by a combination of methods provided for in ORS 190.020. That consolidated department shall operate under the fiscal agency of Baker County Library District.
3. This agreement reduces to writing the terms, conditions, purposes, and objects of services, functions, and activities of the Sage Library System performed as cooperative or joint endeavors.

MEMBER LIBRARIES BECOMING PARTIES HERETO AGREE:

I. ACTIVITIES:

- A. To form and continue an organization for the cooperative provision of shared library services, to perform library purposes and functions as hereinafter set further under the name of the Sage Library System, hereinafter referred to as "Sage".
- B. Sage shall have the following purposes and functions:
 - i. To maintain and provide access to a catalog of library materials owned by member libraries
 - ii. To provide interlibrary loan services which allow patrons to request

- materials from the collections of circulating member libraries.
 - iii. To enhance delivery of library materials held by member institutions.
 - iv. To sponsor workshops, conferences, and other opportunities for professional development.
 - v. To adopt and amend, from time to time, such rules, regulations, constitution and bylaws as are not inconsistent with this agreement.
 - vi. To do any and all other things necessary or proper for the benefit of the member libraries which the libraries themselves might do singly or in cooperation with each other, at the discretion of the User Council.
- C. Sage, through its fiscal agent, may employ such other employees as necessary to carry out Sage purposes, activities, and functions under this agreement.

II. GOVERNANCE AND CONTROL:

- A. Sage is governed by the User Council, as specified by the Sage Bylaws.
- B. The User Council shall:
 - i. Develop and maintain bylaws governing Sage activities and services.
 - ii. Determine strategic priorities.
 - iii. Approve Sage budgets and expenditure plans.
 - iv. Set policies for the Sage and its relationship with member institutions.
 - v. Establish committees, advisory groups, and task forces as needed.
 - vi. Recommend individuals for hire to Sage positions and provide evaluation comments annually to the fiscal agent.
 - vii. Compensate the Sage fiscal agent for all authorized expenditures and administrative costs related to Sage fiscal agency duties.

III. BAKER COUNTY LIBRARY DISTRICT RESPONSIBILITIES:

- A. Baker County Library District, hereinafter referred to as BCLD, shall provide administrative support for the Sage Library System, including serving as fiscal agent to Sage; maintaining budget and accounting activities; serving as the repository for documentation, correspondence, and other business records; and where applicable providing price agreements and negotiating contracts for services. All funds, revenues, and expenditures of Sage shall be audited at least annually, the cost of which shall be borne by the Sage annual budget.
- B. BCLD shall provide or arrange for suitable office spaces for Sage staff, including standard mail and telecommunications services (phone, internet, e-mail, and data storage).
- C. Sage staff shall be BCLD employees or provided via contract between BCLD and another entity. Sage employees working directly for BCLD shall be eligible for standard benefits available to BCLD employees. They shall

- be recruited and evaluated jointly by BCLD and the User Council, according to policies and procedures of BCLD.
- D. Classification and terms of appointment for Sage staff shall be determined by the BCLD, upon User Council recommendation, in accordance with standard BCLD policies and procedures.
 - E. BCLD shall provide payroll services for Sage staff in accordance with their status as BCLD employees.
 - F. BCLD shall provide or arrange for appropriate computer room space and reliable network capacity for Sage. Hardware and bandwidth costs attributable to Sage shall be borne by the Sage annual budget.
 - G. BCLD may provide other services under terms agreed upon by BCLD and the User Council.

IV. MEMBER LIBRARIES:

- A. The basic unit of membership is the institution. Each institution is an independent member of Sage and is expected to participate in Sage services and meet membership obligations.
- B. Each member library shall provide, at its expense, all costs to link and ensure reliable network access from its library to Sage.
- C. Peripheral devices and hardware are owned and maintained by each member library.
- D. Member libraries shall pay entry fees and annual membership fees established by the User Council and calculated for member libraries in respect to services rendered.
- E. Each member library shall contribute catalog records and participate in interlibrary circulation according to policies approved by the User Council. Provision of the widest possible circulation services under these policies shall be a condition of membership.
- F. Each member library shall participate in delivery services that support interlibrary loan services.
- G. Each member library shall contribute to the management of Sage by maintaining active participation in the User Council and in additional groups and committees established to maintain Sage services.
- H. 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 Sage databases. Member libraries agree they shall be solely responsible for any loss, liability, or expense due to loading of copyrighted materials in Sage databases 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. To the extent allowed by Oregon law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, member libraries agree to indemnify other members for the actions covered in this paragraph.
- I. Each member library may, at its discretion, withdraw from membership in

Sage. Notification of intent to withdraw must be received by the User Council prior to the end of the calendar year.

- J. The User Council may unilaterally terminate membership only if the institution materially breaches its duties and such duties remain breached for 90 days after written notification by the User Council.
- K. If a member library ceases participation in Sage, the data submitted to Sage at that point shall be removed from the union catalog at the discretion of the User Council. Database maintenance costs for removal of data shall be borne by the withdrawing member institution.

V. DURATION/TERM:

The term of this agreement shall be perpetual. The entire agreement may be terminated at any time by a two-thirds vote of member libraries. The agreement may be amended at any time, by agreement with each member library participating by ordinance or resolution in the same manner as originally entered into. BCLD may withdraw from its fiscal agent duties for Sage. Notification of intent to withdraw must be received by the User Council prior to the end of the calendar year.

VI. RIGHTS UPON TERMINATION:

Upon termination of the agreement the member libraries then participating shall mutually agree upon the transfer of personnel or the division of assets and liabilities between the parties and in the event that they are unable to agree, then venue shall be established in the Circuit Court of Baker County to determine that transfer or division. Upon termination, the fiscal agent shall not be held responsible for any liabilities incurred by Sage nor personnel employed on its behalf and shall be compensated for any unpaid work it did on behalf of Sage. No member library shall be liable, upon termination, for any dues, charges, assessments, or other liabilities of any kind beyond the year in which such member library ceases to participate or in which the agreement is terminated. The resolution or ordinances of each member library agreeing hereto shall be placed on file with the administrative records of the fiscal agent. Copies shall also posted in a publicly available online repository of Sage governing documents.

VII. EXECUTION: with the original of this agreement.

Member library name: _____

Library authorizing signature: _____

Sage Fiscal agent signature: _____

User Council Chair signature: _____

Date of final signature: _____