



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		July 26, 2010		
Department:		Library Administration		
Department Head		Cathy Ziegler		
Agenda Coordinator (include phone #): Mary Ann Dunnivant (Ext. 4208)				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, terminating the Interlocal Cooperation Agreement By and Between the City of Plano, Texas and the City of Allen, Texas for library automation services; approving its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2009-2010	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no Fiscal impact.				
SUMMARY OF ITEM				
This recommendation is being made to permit Plano Public Library System to pursue a self-service business model employing E-commerce which will allow on-line transactions such as on-line credit card payments for fines and fees. This business model will allow the reduced PPLS staff to meet our customer needs.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
1. Memo from Cathy Ziegler, Director of Libraries				



City of Plano
Library Administration
2501 Coit Road
Plano, TX 75075
Phone: 972.769.4208
Fax: 972.769.4269

Memorandum

Date: July 13, 2010
To: Mary Ann Dunnavant
From: Cathy Ziegler, Director of Libraries
Subject: Termination of Allen Interlocal Cooperation Agreement

I recommend the City Council approve the resolution to terminate the Interlocal Cooperation Agreement with the City of Allen in which Plano Public Library System (PPLS) shares the Polaris online catalog with Allen Public Library. Budget constraints make it necessary for PPLS to pursue a more self-service business model. E-commerce which will allow on-line transactions such as on-line credit card payments for fines and fees will free a now reduced staff to meet other customer needs. E-commerce is not possible while still giving Allen access to Polaris in the current way. Separating the Allen and Plano records in the Polaris database will enable Plano to implement E-commerce. Having separate databases will cost Plano approximately \$3,000 - \$4,000 more annually. Those costs will be absorbed with current operating funds. The termination of the agreement will not result in a requirement to increase the PPLS budget.

A Resolution of the City Council of the City of Plano, Texas, terminating the Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Allen, Texas for library automation services; approving its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City of Plano (PLANO) and City of Allen (ALLEN) entered into an interlocal cooperative agreement wherein PLANO agrees to provide automated circulation and services to ALLEN ("Agreement"), a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, PLANO desires to upgrade its library technology system to include E-commerce which will allow on-line transactions such as on-line credit card payments for library fines and fees; and

WHEREAS, PLANO is not able to implement the E-commerce feature while still giving ALLEN access to PLANO's Polaris database; therefore, PLANO desires to terminate the Agreement between PLANO and ALLEN effective January 31, 2011; and

WHEREAS, upon full review and consideration of the proposal to terminate the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the termination should be approved.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The City Council hereby finds and determines that the Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Allen, Texas should be terminated effective January 31, 2011.

Section II. The Plano City Council hereby authorizes the City Manager or his authorized designee to take such action and execute such documents as necessary.

Section III. This Resolution shall become effective upon its passage.

DULY PASSED AND APPROVED this the 26th day of July, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

Exhibit "A"

CITY OF PLANO, TEXAS AND
CITY OF ALLEN, TEXAS
INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT made and entered into this 13th day of June, 2007
by and between the CITY OF PLANO, TEXAS (hereinafter called "PLANO") and the
CITY OF ALLEN, TEXAS (hereinafter called "ALLEN"), both Texas municipal
corporations, and acting herein through duly authorized agents, officers and employees:

WITNESSETH:

WHEREAS, PLANO is the exclusive owner and custodian of a computer system
from Polaris Library Systems (hereinafter called "System"); and

WHEREAS, PLANO desires to make available to ALLEN access to the System;
and

WHEREAS, ALLEN desires to use the System for the purpose of providing
automated circulation and other automated services now and in the future to its library;
and

WHEREAS, this Agreement is made pursuant to the Interlocal Cooperation Act,
V.T.C.A., Government Code, Chapter 791 (the "Act"); and PLANO and ALLEN wish to
enter into this Agreement to set forth the terms and conditions upon which PLANO will
provide automated library services; and

WHEREAS, ALLEN and PLANO are local governments as defined by the Act
engaged in the provision of governmental services to their respective citizens; and

WHEREAS, providing automated library services is a valid public purpose; and

WHEREAS, expenditures for this project shall only be made from current revenues legally available to each party respectively;

NOW, THEREFORE, for and in consideration of the mutual covenants, obligations, and undertakings set forth herein, the parties hereto agree as follows:

1. **SCOPE OF SERVICES:** **PLANO** shall provide automated library services to **ALLEN**. Such services shall include provision of system hardware and software, contract and system administration, and certain administrative services as follows:

- A. Cataloging, circulation, PAC, acquisitions, serials, and course reserves modules.
- B. Access to the System by telecommunications line.
- C. Initial training needed by **ALLEN** in conjunction with the installation of new software is provided in Schedule A which is attached hereto and incorporated herein for all purposes.
- D. Use of the System via the number of licenses mutually agreed upon by **ALLEN** and **PLANO**. Each license is equivalent to one staff workstation. As of April 2007, **ALLEN** has 31 staff workstations.
- E. **PLANO** shall backup on at least a weekly basis all **ALLEN** patron records, transaction records, bibliographic records, and all other necessary data files to be used in the event of a hardware or software system failure. **PLANO** shall also backup nightly, the day's production of data and transactions. These backups will be recorded to tape or other acceptable media and then stored in a separate facility from the server. **PLANO** will notify **ALLEN** of the

storage location upon request. ALLEN should contact PLANO's Technology Services Director for access to the data.

2. **TERM:** The term of this Agreement shall be for the period of one (1) year beginning on the last date of execution hereof (the "Effective Date") shall thereafter be automatically renewed annually for successive terms of one (1) year each for a period of five years unless sooner terminated by either party.
3. **TERMINATION:** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event of such termination, ALLEN will pay PLANO for all services rendered as of the date of termination, and services pre-paid by ALLEN but not utilized shall be refunded by PLANO, said payment to be made upon the effective date of termination.
4. **PAYMENT OF CHARGES:**
 - A. On October 15, 2007, ALLEN will pay to PLANO \$93,190.07 for the implementation of the System. Items and services purchased are listed in Schedule A.
 - B. ALLEN shall bear full responsibility for:
 - 1) All costs incurred for installation of telecommunication services, equipment, and telephone lines required by ALLEN to gain access to the System;
 - 2) Insurance costs for all hardware located on ALLEN premises;
 - 3) The cost of ALLEN's telecommunications line for the System.
 - C. Insurance costs for all hardware located on PLANO premises will be paid by PLANO.

5. **ON-GOING COSTS OF SERVICES:** ALLEN will pay maintenance charges to PLANO in October of each calendar year beginning October 2008 for its portion of hardware and software maintenance. Notice of any increase in software maintenance charges shall be forwarded to ALLEN as soon as the information is received. Subscriptions for enriched content and authority licenses are based on annual fees. These fees will be included in the annual maintenance invoice. All increased charges for hardware maintenance will reflect actual cost for maintenance charged by hardware vendors. Maintenance and administrative costs will be based on a percentage calculated by the number of licenses in proportion to the total number of licenses. Administrative costs will be based on the total salaries including benefits of the Library Technology Coordinator and the Library System Administrator. ALLEN shall be responsible for payment of maintenance charges on equipment that is owned or leased by ALLEN and located on its premises.
6. **OTHER CHARGES:** The parties agree that expansion and operation of the System may result in additional costs not contemplated by this Agreement including but not limited to replacement of hardware due to normal wear and tear. Any costs for replacement of hardware for system will be shared by the percentage of seats for each entity. In that event, the parties agree that any costs or services not set forth herein shall be negotiated by the parties and provided for in a separate amendment to this Agreement; provided, however, that ALLEN shall not be obligated to assume any additional cost incurred solely for additional PLANO licenses beyond the capacity of the existing System or solely

for the purpose of expanding the System to accommodate a lease entered into with any third party.

7. **CONFIDENTIALITY:** PLANO and ALLEN shall use their best efforts to maintain the confidentiality of information relating to each other's patrons whether or not such data is expressly so designated, subject to the provisions of State and Federal Law.
8. **DATA INPUT:** ALLEN and PLANO each shall create, edit, and delete their own patron records and their own holdings records. All creations, editing, and deletions of the ALLEN Patron Data Base with respect to patrons registered by ALLEN shall be the sole responsibility of ALLEN.
9. **OWNERSHIP OF DATA, EQUIPMENT, AND PROGRAMS:** All original materials or data either written or readable by machine prepared for and/or by ALLEN shall belong to and be the exclusive property of ALLEN although it shall be mutually accessible by both parties. It is further agreed that in the event of the termination of this Agreement, all machine readable bibliographic, authority, holdings, patron and transaction records input into the System by or for ALLEN shall be made available to ALLEN on a mutually agreed upon medium at ALLEN's cost. Except as expressly provided for herein, the parties agree that (1) PLANO owns or licenses all material, hardware, software, trademarks, copyrights and/or rights to obtain trademarks and copyrights associated with the System and that (2) ALLEN shall retain ownership and use of all equipment purchased solely by ALLEN and shall retain the right to add equipment on-site so long as such addition is approved by PLANO and by Polaris Library Systems,

vendor of the automated System. ALLEN may purchase additional equipment through PLANO, at the then-existing manufacturer's price.

10. **MODIFICATIONS TO SYSTEM:** After the initial installation of hardware and software required to accommodate ALLEN's access to the System, there shall be no obligation on the part of PLANO to change, alter, expand, or modify the System hardware or software in any fashion.
11. **SECURITY:** Each party agrees to take all necessary precautions to prevent the loss or alteration of the other party's information and data, and each party assumes full responsibility for loss or alteration of records or damages caused by its own negligence in connection with the operation of the System. The information recorded in the System is confidential, and ALLEN agrees to exercise reasonable control over access to that System so that confidentiality is respected. In particular, staff will not divulge the System access command sequence or passwords assigned to them.
12. **LIABILITY:** Subject to any immunities or defenses available to PLANO and ALLEN: in the event that any data within the Bibliographic Data Base or the Patron Data Base for which ALLEN shall have paid an input fee shall be lost, damaged, or altered, the sole potential liability of PLANO shall be the reinstallation of said lost, damaged, or altered data, it being expressly agreed that PLANO shall not be liable to ALLEN for damages, whether direct, incidental or consequential, as a result of any such loss, damage, or alteration. Likewise, ALLEN shall not be liable to PLANO for damages, whether direct, incidental or consequential, as a result of any lost, damaged or altered data within the Bibliographic or Patron Data Bases. ALLEN's sole potential liability shall be the

reinstallation of said lost, damaged or altered data. Nothing in this section or this contract shall be interpreted as a waiver of any defenses or immunities available to **PLANO** or **ALLEN**.

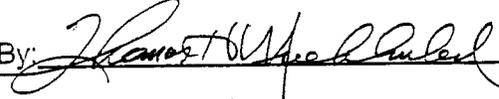
13. **MIGRATION:** If at any time during the initial term of this agreement, **PLANO** moves its machine readable data from one set of hardware and/or software to another ("migrates") then **ALLEN** shall have the option of migrating with **PLANO**.
14. **EQUAL OPPORTUNITY:** The parties to this Agreement specifically agree that in all hiring made possible or resulting from this Agreement there will not be any discrimination against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicapped status.
15. **POLARIS LIBRARY SYSTEMS:** **PLANO** shall make all reasonable efforts to assure that Polaris Library Systems fulfills its obligation to service System problems and System function and that **ALLEN** receives the same level of service from Polaris Library Systems that **PLANO** does. **PLANO** shall convey to Polaris Library Systems matters of concern to **ALLEN** regarding the System, and **ALLEN** may at its option send a representative to any Polaris Library Systems user group meeting.
16. **AVAILABILITY:** **PLANO** shall use its reasonable efforts to cause the Bibliographic Data Base and Patron Data Base to be accessible to **ALLEN** during **ALLEN's** normal business hours; provided, however, that **ALLEN** acknowledges that the System may, from time to time, be unavailable to **ALLEN** due to **PLANO's** routine maintenance or emergency repair of the System. The System will be fully operational ninety percent (90%) of the time during designated hours up to **ALLEN's** communications link.

17. **SUPPORT:** PLANO library staff will meet with ALLEN staff a minimum of two (2) times per year for System update and news. System support will be provided through ALLEN's liaison. Upon request, a spreadsheet containing the status of issues will be generated.
18. **BINDING AGREEMENT:** The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, and permitted successors and assigns.
19. **VENUE:** The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable in Collin County, Texas and the parties agree that exclusive venue shall lie in Collin County, Texas.
20. **SEVERABILITY:** In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
21. **NONWAIVER:** A waiver by either party of a breach of the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any remedy in response to a subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver of relinquishment of any such agreement, covenant, condition or right.
22. **AUTHORITY:** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this

Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or minute orders extending said authority have been duly passed and are now in full force and effect.

ENTIRE AGREEMENT: This Agreement represents the entire agreement between **ALLEN** and **PLANO** and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **ALLEN** and **PLANO** or those authorized to sign on behalf of those governing bodies.

CITY OF PLANO

By: 

Title: City Manager

Date: 5/30/07

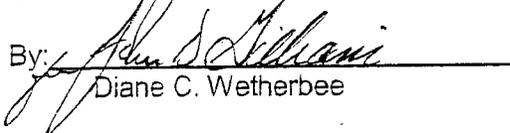
CITY OF ALLEN

By: 

Title: City Manager

Date: June 13, 2007

APPROVED AS TO FORM FOR
CITY OF PLANO

By: 

Diane C. Wetherbee

Title: City Attorney

APPROVED AS TO FORM FOR
CITY OF ALLEN

By: 

Peter G. Smith

Title: City Attorney

Schedule A
City of Allen's Portion of Polaris Migration

Software and Licenses	
Polaris ILS Server Software	\$8,610.00
Client Software	\$23,250.00
Children's PAC Included	\$0.00
Spanish PAC - Included	\$0.00
Simply Reports	\$861.00
Phone Notification	\$2,066.40
Self Check License	\$1,000.00
UMS Interface	\$1,291.50
URL Checker PPLS & APL	\$750.00
Data Migration	
Bib Authority Load	\$826.56
Item Record	\$1,653.12
Patron Records	\$1,632.00
Circulation Transactions	\$2,892.96
Horizon Data Extraction	\$1,205.40
Serials	\$0.00
Authority Control	
Project Management – PPLS & APL	\$430.50
Machine Processing	\$3,139.380
Training	\$172.20
Installation	
Production Server	\$199.50
Test/Training Server	\$99.75
PAC Server	\$99.75
Terminal Servers	\$750.00
Phone Notification Server	\$375.00
On Site Integration of Servers	\$724.85
Implementation	
On Site 4 Days	\$1,136.52
Training – PPLS & APL	\$1,988.91
System Admin Training (2 Staff)	\$438.90
Subscriptions	
ZMARC License	\$650.00
Enhanced Content	\$2,634.66
Subtotal	\$58,878.86
Less Discount	\$-9,937.89
Total Polaris Software	\$48,940.97
Hardware and Staff Support	
Project Management	\$21,506.10
Server Hardware	\$22,743.00
Total Hardware and Staff Support	\$44,249.10
TOTAL MIGRATION COST	\$93,190.07