


TRANSMITTAL MEMORANDUM

9h

TO: The Honorable Mayor & City Council Initials: 

FROM: Shawn Hart, Acting Assistant City Manager File #: MGR25-218

DATE: April 11, 2025 Mtg. #: 04/17/25 MRh

RE: **Update on Deactivated Ketchikan Charter School Library Cards**

Since 1991, the City of Ketchikan Public Library and the Ketchikan Gateway Borough School District have operated under a formal agreement to share an online library system. The current agreement, effective July 2021 and automatically renewed each year, outlines shared responsibilities such as staffing, collection sharing, circulation management, and technology maintenance. This agreement is detailed in the memo from Library Director Pat Tully.

Recently, the Ketchikan Charter School (KCS) principal made the decision to close the school library due to space and cost concerns. As KCS is part of the Ketchikan Library Consortium, this closure impacted not only physical access to materials but also led to the deactivation of student and staff library accounts—causing significant frustration and leaving students without access to any library resources.

In response, a series of meetings were held to resolve the issue. On April 4th, KCS Principal Kayla Livingston, Assistant School Superintendent Melissa Johnson, and District Library Consortium Representative Caitlin Jacobson met to develop a plan. That same day, Caitlin Jacobson also met with City staff to report that a tentative solution had been reached: a KCS administrator will be assigned to manage the school's library accounts. This will allow the accounts to be reactivated as school accounts, which were completed on or around April 8th.

Key steps in the plan include:

- A KCS school administrator will begin training in the library system and take responsibility for account management, including issues like late fees and lost materials.
- Library materials from KCS will be redistributed among other elementary schools but labeled as KCS property for possible future return.

Additionally, for the remainder of the school year, KCS teachers may coordinate with Amie Toepfer, Head of Children's Services, to schedule class visits to the Public Library. A group visit procedure has been shared to help facilitate this, modeled after the Ketchikan Museum's class visit protocol. Over the summer, Public Library and School District administrators will collaborate to refine this process and assess the feasibility of accommodating future class visits while preserving core library services.

The City and School District remain committed to the mission of the Ketchikan Library Consortium and to ensuring equitable access to books and resources for all students. Further details can be found in the memo from Library Director Pat Tully.

To: Ketchikan City Council; Lacey Simpson, Acting City and KPU Manager; Shawn Hart, Acting Assistant City and KPU Manager

From: Pat Tully, Ketchikan Public Library

Re: Update on Charter School library closing

Date: April 7, 2025

Background: Since 1991, the City of Ketchikan / Ketchikan Public Library and the Ketchikan Gateway Borough School District have had a formal agreement to share an online library system and our collections via that system. The current agreement was signed in June 2021, to go into effect in July 2021 and be automatically renewed each year.

Exhibit B of the agreement, FCL Consortium Expectations, sets forth the responsibilities of the Ketchikan Public Library and the Ketchikan Gateway Borough School District libraries. These include responsibilities for library staffing, collection sharing, circulation of materials, managing patron records, and technology maintenance. (See attached copy of the signed 2021 agreement.)

Since the April 3 City Council meeting: On April 4, District Library Consortium Representative Caitlin Jacobson, Assistant School Superintendent Melissa Johnson and Ketchikan Charter School Principal Kayla Livingston met to discuss how Charter School student accounts might be unfrozen so they can again check out materials. They developed a plan to assign a school administrator to be in charge of Charter School library accounts. The administrator will oversee and manage the accounts and distribute library notices to students as necessary. This will suffice for our shared library system to categorize the Charter School as a library. Caitlin Jacobson can then unfreeze the accounts, permitting students and teachers to check out materials.

Pat Tully gave Caitlin Jacobson the Public Library's group visits procedure (see attached) to distribute to Charter School teachers. This procedure is similar to the Ketchikan Museum's procedure for arranging group and class visits. This will enable classes to visit through the end of the school year. During the summer, Public Library and School District administrators will work together to refine this procedure so classes are able to visit while ensuring the Public Library can maintain current services and programs.

AGREEMENT CONCERNING THE USE AND MAINTENANCE OF AN AUTOMATED LIBRARY SYSTEM

THIS AGREEMENT made and entered into this 17th day of June, 2021, by and between the City of Ketchikan, Alaska, Ketchikan Public Library, whose address is 334 Front Street, Ketchikan, Alaska 99901 (hereafter referred to as the "City") and the Ketchikan Gateway Borough School District, whose address is 333 Schoenbar Road, Ketchikan, Alaska 99901 (hereinafter referred to as "District"). The City and the District are hereafter referred to collectively as the First City Libraries (FCL) Consortium.

RECITALS

(A) This Agreement replaces the agreement dated August 26th, 1991 between the City and the District. The 1991 Agreement set out the conditions for acquiring, using and maintaining an integrated library system to be shared by the School District Libraries and the Ketchikan Public Library. The two established the First City Libraries (FCL) Consortium. The University of Alaska Southeast – Ketchikan Campus Library (UAS-K Library) later joined FCL and the shared integrated library system (ILS).

(B) As of July 1, 2021 the UAS-K Library will withdraw from the FCL Consortium, although it will continue to use the ILS through the end of December 2021. This temporary arrangement is covered by a separate agreement between the City, the District and UAS-K.

(C) As of July 1, 2021, the District and the City will agree to share the costs and maintenance of their shared ILS, which is currently a SirsiDynix system located on a server at KPU Telecommunications.

NOW THEREFORE, IT IS AGREED, for and in consideration of the terms, covenants, conditions and provision contained herein, and/or attached and incorporated herein, and made a part hereof, the parties hereto agree as follows:

Section 1: Maintenance and Replacement: The City will operate, maintain, repair and replace the hardware and software as needed, and process payment for the annual maintenance agreement with SirsiDynix. Items in the collections of all District and City libraries will be shared via the ILS Holds and Transit functions, with items being delivered to the requestor's home library via the District courier service. Library responsibility for local maintenance, and the development and revision of local system policies, procedures and coding, will be jointly done by District and City staff.

Section 2: Costs. All annual costs for operating the ILS will be allocated between the City and the District as follows:

Number of titles (bibliographic records) in District libraries = Amount owed by District
Total number of titles in combined District and City libraries = 100% of annual cost of ILS

Number of titles (bibliographic records) in City library = Amount owed by City of Ketchikan
Total number of titles in combined District and City libraries = 100% of annual cost of ILS

Annual operating costs will consist of the following:

- Cost of system hardware and software.
- The total cost of maintaining the ILS hardware and software, including the costs of any maintenance or service agreements.
- Any increase in the insurance premiums of either party directly attributable to the terms of this agreement or any component of the ILS.
- Those supplies reasonably needed for the use of the system.
- Telecommunications costs for the ILS.
- Such other expenses that the parties agree are reasonable and necessary joint expenses for the ILS.

Notwithstanding the foregoing, the City shall receive, dispense and account for all funds concerning the ILS and shall manage the annual application for the FCL's Federal E-Rate telecommunications discount. The District will provide the courier delivery service to share collections and these items will not be included in the cost allocation formula above, but shall be paid by the party providing the service.

Section 3: Additional Library Users. In the event that other libraries or other persons desire to participate in the ILS, the parties will unanimously decide whether such libraries or persons should be allowed to participate subject to a use agreement setting forth terms, liabilities and costs. The payment of costs set forth herein shall be adjusted proportionately to reflect payment made by any additional libraries or persons.

Section 4: Responsibility for Data Entry. Each party shall be responsible for the accurate and complete entry of its own data into the ILS. The parties agree to promptly enter into the ILS any new titles obtained by them and to promptly remove all lost, stolen, destroyed or removed titles. The parties shall understand and follow the policies and procedures of the ILS. Except as otherwise provided for herein, neither party shall be liable to the other party for any delay, loss, inconvenience, cost, expense or replacement arising from the failure, breakdown, improper or inadequate replacement or maintenance or inadequacy of the ILS hardware or software, or its operation.

Section 5: Compliance with ILS Requirements. The City and District agree to make such changes to the record keeping, coding and other practices and procedures of their libraries as are necessary to make each library fully compatible with

the ILS and to make the ILS work fully and efficiently. The City and the District agree to use their best efforts to make the ILS work fully and efficiently and pledge to each other their mutual cooperation to this end. It is understood and agreed that the ILS hardware and software will be used solely for library purposes, dealing with the cataloging, circulation and use of library materials. Other uses of the ILS must be mutually agreed upon by the parties.

Section 6: Confidentiality of Data. Pursuant to the requirements of AS 40.25.140, the circulation records contained in the ILS shall be considered confidential. Upon the approval of their respective head librarian, employees of the City library or District libraries shall have access to records as required for the orderly operation of each library. No decision as to the release, use or disposal of any library record shall be made without the approval of the appropriate librarian.

Section 7: Budget. The ILS and all services, costs and operations set forth in this agreement shall be operated according to a budget approved by the City Council and the Ketchikan Gateway Borough School Board. The budget shall detail expenses for the line items and shall be in form satisfactory to the chief financial officers of the City and District. Expenditures for items and expenses not specified with particularity in the budget shall not be made without the mutual consent of the KPL Director and the District Library representative.

Section 8: Billing. The City Finance Director in consultation with the Ketchikan Public Library (KPL) Director and the District Library representative shall annually calculate the costs and payments for the calendar year and shall bill the respective parties. Bills shall be submitted to the respective parties by March 31 of each year and shall be paid on or before June 30.

Section 9: Additional Equipment, Software and Supplies. All the costs of all supplies to be located at and used solely by a library shall be borne by that library. Additional hardware and/or software may be purchased and used by either party provided however, that (1) the ILS is compatible with such equipment or software and (2) the purchase and use of such equipment and software is approved by the City and District. Unless otherwise mutually agreed, the party adding hardware and/or software shall pay all of the mutually agreed upon costs arising from the connection, use, maintenance and operation of such equipment and software.

Section 10: No Partnership. Except to the extent set forth herein, neither party shall have authority to bind the other party to any contract, loan, grant or other obligation. The parties hereto are not to be considered partners, joint venturers or agent for or of each other.

Section 11: Service Availability. The ILS will be available for use by the parties for circulation and other transactions twenty-four (24) hours a day except when maintenance or software upgrades/changes make the ILS unavailable. Neither party shall be liable to the other for down time and each party shall use its best efforts to

minimize down time and to give the other prior notice of ILS unavailability.

Section 12: Insurance – Replacement Due to Loss. Each party shall maintain property damage insurance or self-insure against loss in the amount of the replacement value of all ILS equipment housed within the confines of their respective facilities and each party shall promptly replace any ILS equipment in the confines of their facilities that is damaged or lost.

Section 13: Terms of Agreement. This agreement shall be in effect starting July 1, 2021. This agreement shall be automatically renewed for successive one (1) year terms annually at the conclusion of the initial term upon the same terms and conditions set forth herein unless either party shall notify the other in writing to the contrary not less than ninety (90) days prior to the expiration of the term then in force.

Section 14: Vendor Obligations. All reasonable efforts shall be made to assure that the ILS and software vendor fulfills its obligation to service ILS problems and maintain ILS function for the District on the same basis and level of service as said vendor does the City. The City or District Library representative shall promptly convey to the vendor matters of concern to the parties regarding the ILS.

Section 15: Non-Appropriation. Either party may opt out of and terminate this agreement on the basis of non-appropriation of revenues needed to continue participation in the ILS and notice within fifteen (15) days of such non-appropriation being promptly given to the other party.

Section 16: Termination. In addition to termination for non-appropriation under the section below, either party may terminate this agreement with one hundred eighty (180) days prior notice to the other party. Upon termination under this section or for non-appropriation under the previous section of this agreement, all hardware and software shall be delivered and title transferred to the non-terminating party as the sole property of such party for its sole use, subject, however, to such restrictions on use as are or may be imposed by the State of Alaska under the terms of its grants for the ILS. Upon termination, each party shall receive at its cost and upon its request a copy of its collection database, borrower, and circulation records.

Section 17: Notice. Any notice, request or other communication required or permitted to be given under this agreement shall be deemed properly given or made when mailed first-class mail, in the ordinary course, postage prepaid, addressed as follows:

CITY
Ketchikan Public Library
1110 Copper Ridge Lane
Ketchikan, Alaska 99901
Attention: Library Director

DISTRICT

Ketchikan Gateway Borough School District
333 Schoenbar Road
Ketchikan, Alaska 99901
Attention: District Library Automation Coordinator

Section 18: Administration. The KPL Director and District Library representative shall have the primary obligation, within the scope of their authority and subject to the terms of this agreement, to administer this agreement and determine the policies, practices and procedures for the ILS. They will consult with each other and other area librarians as necessary and appropriate. Every effort will be made by them to determine matters on the basis of consensus and in the spirit of cooperation. Any dispute concerning the ILS that is not decided by such consensus shall be brought to the attention of the City Manager and the Superintendent of Schools for resolution by them.

Section 19: Additional Terms and Conditions. This agreement is subject to each of the additional terms and provisions attached hereto as Exhibit A and B and incorporated herein.

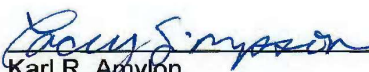
Section 20: Good Faith, Mutual Benefits and Cooperation. It is the overriding intent of this agreement that the ILS be available to both parties and the community as in integrated and functioning system. Therefore, both parties agree to act in good faith and in the spirit of mutual benefit and cooperation to achieve this goal.


Section 21: Remedies. All disputes, claims, counter-claims and other matters in question between the parties relating to this agreement or breach thereof shall be decided in a court of competent jurisdiction.

WHEREFORE, the parties have entered into this Agreement the date and year first above written at the City of Ketchikan, Alaska.

The persons, whose signatures are affixed and dated below, possess requisite authority to bind the parties to the obligations of this contract.

CITY OF KETCHIKAN

for 
Karl R. Amylon
City Manager


Kim Stanker
~~Acting~~ City Clerk

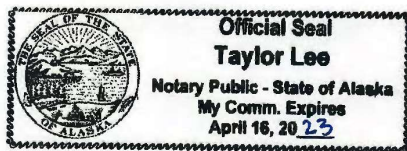
By: Melissa Brooks-Johnson

Name: Melissa Brooks-Johnson

Title: Interim Superintendent

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

WITNESS my hand and official seal the day and year in the certificate first above written.

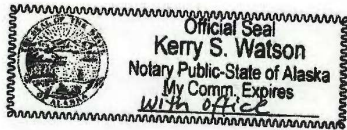


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STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 25th day of June, 2021, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Melissa Brooks-Johnson to me known to be the Interim Superintendent of the **KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT**, which executed the above and foregoing instrument; who on oath stated that they were duly authorized to execute said instrument and who acknowledged to me that they signed the same freely and voluntarily on behalf of Ketchikan Gateway Borough School District for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.



Kerry S. Watson
NOTARY PUBLIC FOR ALASKA
My Commission Expires: with office

RESPECTIVE DUTIES
Exhibit A

Responsibilities – City

- Contract with City Department(s)—for example, KPU Telecommunications and/or City IT Department—to house, maintain and operate the SirsiDynix server, maintain hardware in good operating condition with necessary parts and supplies, and troubleshoot hardware problems and work with library and SirsiDynix to resolve problems, maintain connection to the network, and maintain hardware security.
- Sign and administer maintenance contracts with all service vendors relating to the ILS.
- Prepare and submit bills to the District in accordance to the terms of this agreement.
- The KPL Director will apply for annual Federal E-Rate discounts for the FCL network connection for the FCL SirsiDynix server.
- A KPL librarian will serve as a designated contact with SirsiDynix, and software use authority.

Responsibilities – District

- With KPL staff, regularly review the operations of the ILS and develop plans for modifications when necessary.
- Monitor SirsiDynix performance and take action as needed.
- Troubleshoot software problems and work with SirsiDynix and KPL staff to troubleshoot and resolve problems.
- With Public Library staff, conduct periodic training and refresher sessions for staff using the ILS.
- Administer a courier service to deliver items from one FCL library to another.
- A KGBSD librarian will serve as a designated contact with SirsiDynix and software use authority.

FCL CONSORTIUM MEMBER EXPECTATIONS

Exhibit B

The mission of the First City Libraries (FCL) is to provide quick, reliable, online access to the holdings, circulation data, cataloging data, internet and other information sources of this community library consortium. This system is a cooperative effort between the City of Ketchikan and the Ketchikan Gateway Borough School District. It links all of Ketchikan's libraries, thereby allowing all citizens access to materials held within those libraries.

FCL has a shared patron database and a shared catalog, so anyone with a Library account can check out items from any FCL library and return them to the same or another library and the items will be properly accounted for and routed to their home library. This also means a person with a blocked or banned account will not be able to borrow from any FCL library before resolving the problem.

For the FCL Consortium to function properly, all members and their libraries must agree and abide by shared expectations. These are:

I. Staff Expectations: Each FCL Consortium member shall be responsible for providing staff and staff training, including:

- a. Professional librarian(s) to oversee collection evaluation, development, inventory, and cataloging, as well as staff training
- b. Support staff to provide processing of new items and circulation of collection
- c. Paid time for staff training (introductory and ongoing) for both professional and support staff, including paid time for all staff to attend FCL policy updates once a year

II. Collection Expectations: Each FCL Consortium library shall be responsible for the maintenance and development of its collection, including:

- a. Purchase of new items and replacement of lost, outdated, or damaged items
- b. Consideration of the entire FCL collection in evaluation and purchase decisions
- c. Prompt, accurate, and complete updating of the ILS (Integrated Library System) to reflect the current holdings of that library
- d. Inventory of each library's collection at least every two years

III. Circulation Expectations: Each FCL library shall be responsible for providing:

- a. Personnel trained in using FCL circulation system and familiar with cooperative circulation policies of FCL
- b. Consistent effort to recover overdue and lost items and collect fines for all libraries of FCL
- c. Each FCL library will run its own courtesy, overdue and lost item notices
- d. Timely movement of items through the courier system

Each FCL library shall retain the right to determine how its items will circulate, being mindful of the goals of a cooperative library system.

IV. Patron Expectations: Each FCL library shall be responsible for serving the patrons of FCL by:

- a. Promptly adding and deleting patron records registered through that library
- b. Regularly updating patron records

V. Technology Expectations: Each FCL library shall be responsible for providing the labor, hardware, peripherals, and software necessary to communicate with the FCL ILS.

Ketchikan Public Library - Procedure for children's group / class visits to the Library

The Ketchikan Public Library's mission is to serve all residents of the Ketchikan Gateway Borough. The Library welcomes scheduled visits from classes, scouts, daycares and other children's groups, and will work with you to balance the needs of your group with the needs of other individuals and families who use the Library.

- A children's group is defined as containing at least 8 children under the age of 13, not including members of a single-family unit.
- Please contact the Youth Services Librarian at least ten days before your group intends to visit. This will allow us to work with you to ensure that the Library has the space and staffing to give you the best visit possible.
- If your group includes 25 or more children under the age of 13, you will need to contact and work directly with the Youth Service Librarian at least a month prior to determine the feasibility of the proposed visit.
- Children must be supervised at all times during the group's Library visit.
- A link to our patron behavior policy can be found on our website. Please discuss positive library behaviors with your group before your visit. <https://www.ketchikanpubliclibrary.org/patron-behavior>
- If you would like to conduct a storytime or other program for the group in the Library, please ask the librarian during your initial contact about the availability of a meeting room during your visit.
- If your class or group is hoping to make regular visits to the Ketchikan Public Library part of your schedule, please contact the Youth Services Librarian at least a month prior to the first visit to discuss options and expectations.
- If you would like children to check out materials during your visit please inform the librarian during your initial contact, because special arrangements may need to be made.

We look forward to welcoming your group to the Ketchikan Public Library!