

RESOLUTION NO. 745

A RESOLUTION TO ADOPT THE LINAS AGREEMENT FOR THE LIBRARY INFORMATION NETWORK OF CLACKAMAS COUNTY (LINCC).

WHEREAS, in 1990 the cities of Canby, Estacada, Gladstone, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn, Wilsonville and Clackamas County signed a charter that established the Library Information Network of Clackamas County (LINCC NETWORK) and the Library Network Intergovernmental Board (LNIB); and

WHEREAS, one of the responsibilities of LNIB under the terms of the LINCC charter is to promote communication, resource and information sharing and database management among all libraries in Clackamas County; and

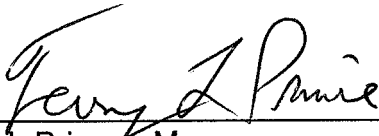
WHEREAS, Clackamas County, on behalf of the LINCC Network, has purchased and installed an automated integrated library system (LINAS) and is desirous to make this system available for use by public libraries in Clackamas County under terms and conditions mutually agreeable to all LINAS users; and

WHEREAS, Clackamas County, through its Department of Public and Government Relations, manages the Library Network Office which administers the LINAS shared automated system; and

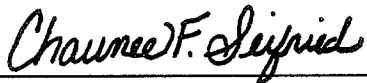
WHEREAS, the LINAS Agreement has been developed and approved by LNIB to define the mutual responsibilities of LINCC members who wish to use LINAS and to specify the services provided by the Library Network Office to LINAS users, and since the City of Canby is a LINCC Member and the Canby Public Library is a LINAS user;

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Canby that the City adopt and execute the LINAS Agreement, a copy of which is attached hereto and incorporated as part of this resolution, and that the Mayor of the City of Canby is hereby authorized and directed to sign the attached Agreement on behalf of the City.

ADOPTED this 7th day of March, 2001, by the Canby City Council.


Terry L Prince - Mayor

ATTEST:


Chaunee Seifried,
City Recorder, Pro-Tem

LIBRARY INFORMATION NETWORK AUTOMATED SYSTEM (LINAS)
MEMORANDUM OF AGREEMENT

November 28, 2000

This agreement is made among the parties that operate public libraries in Clackamas County, namely: Clackamas County, and the cities of Canby, Estacada, Gladstone, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn and Wilsonville.

WHEREAS in 1990 the above parties signed a charter that established the LINCC Network and the Library Network Intergovernmental Board (LNIB); and

WHEREAS one of the responsibilities of LNIB under the terms of the LINCC charter is to promote communication, resource and information sharing and database management among all libraries in Clackamas County; and

WHEREAS Clackamas County, on behalf of the LINCC Network, has purchased and installed an automated integrated library system (LINAS) and is desirous to make this system available for use by public libraries in Clackamas County under terms and conditions mutually agreeable to all LINAS users; and

WHEREAS, Clackamas County, through its Department of Public and Government Relations, manages the Library Network Office which administers the LINAS shared automated system;

Therefore the following agreement has been developed and approved by LNIB to define the mutual responsibilities of LINCC members who wish to use LINAS and services provided to those users by the Library Network Office.

A. **Definitions.** The following definitions shall be used in construing the following phrases, terms and abbreviations in this Memorandum of Agreement:

1. **LINCC Network** - cooperative organization of public libraries in Clackamas County.
2. **LINCC Members** - public libraries in Clackamas County that use the LINAS shared automated system and whose appointed representatives serve on LNIB.
3. **LINAS, Library Information Network Automated System** - an integrated, automated library system offering on-line circulation, public access catalog, cataloging and acquisitions and which includes other software, hardware and associated peripherals.

4. **Library Network Office** - a division of the department of Public and Government Relations, Clackamas County which division is the administrative agency for countywide library services.
5. **PLC, Public Library Council (successor to the Automation Users Board named in the LINCC Charter)**- an advisory board consisting of the directors of the public libraries that are LINCC Members. The PLC advises LNIB and the Library Network on the operation of the automated library system both through its committees and directly.
6. **Library Network Intergovernmental Board (LNIB)** - as defined in the LINCC charter, the recognized advisory board to the County and city governments in the county on county-wide library issues, and the decision-making body relating to Library Network Office programs, operational policies and service levels. Each LINCC member's governing body appoints one representative to LNIB.

B. Library Network Office responsibilities as managers of the LINAS system

With the advice of the PLC and LNIB, and as specified in the LNIB charter, the Library Network Office will:

- Manage the LINAS library automated system, including: central site hardware and software installation and maintenance; pooling of peripheral equipment spares; evaluation and improvement of system performance; monitoring system use; monitoring system security; other duties as mutually agreed upon by the Library Network Office and the member libraries.
- Coordinate and maintain the manual of guidelines and procedures ("LINCC Policies, Guidelines and Services") adopted by the PLC for orderly and efficient use of the system
- Train library staff in effective procedures for using all aspects of the LINAS system.
- Provide daily back-up of LINAS data and software, storing a weekly copy of files off-site.
- Arrange for installation of all telecommunications circuits and equipment necessary for connection to LINAS; monitor and upgrade circuits/equipment as necessary; and serve as the sole point of contact with circuit/equipment providers and their agents.
- Serve as the central point for creating/acquiring MARC-format bibliographic records for inclusion in the shared LINAS database according to PLC-approved standards.

C. Responsibility of LINCC members as users of the LINAS system

LINCC Member Libraries will:

- Recognize that the shared patron database on the LINAS automated system allows all LINCC member library staff access to confidential information about library customers throughout the county, and agree to preserve library customers' right to confidentiality as defined by the American Library Association and Oregon State Law ORS 192.502(22).
- Agree that the confidential and full access to the LINAS system enjoyed by LINCC library staff members will not be used to violate patron confidentiality or any ethical standards as set forth in the manual called "LINCC Policies, Guidelines and Services."
- Designate contact persons to serve on the PLC and Automation advisory committees (required) and other PLC Committees if at all possible.

- Provide site preparation, access and space as determined by Library Network Office for all on-site equipment, including furniture, data cabling and electrical wiring.
- Agree that if they use bandwidth supplied by the Library Network Office to provide patron access to the Internet at their library, they will develop an Internet access policy, obtain approval by their local governing body and/or Library Board, and file a copy of this policy with the LINCC Network Office.
- Advise Library Network Office before purchasing and attaching to LINAS any peripheral equipment not purchased through the Library Network to ensure its compatibility..
- Request permission to connect new workstations with sufficient lead time so that Library Network Office can review overall demands on the shared pool of allocated ports and purchase additional capacity as needed or make other internal adjustments to accommodate additional capacity.
- Adhere to specific procedures developed by PLC committees regarding LINAS inputting standards for the item, patron, and bibliographic record databases and ILL protocols.
- Agree to review the LINCC "Policies Guidelines and Services" Manual and its summary of agreed-upon LINCC policies and allowable local options when developing local policies concerning use of the shared automation system.
- Prohibit the use of the LINAS system for any illegal activity.
- Agree that if any LINCC member fails to adhere to the above listed responsibilities, sanctions may be imposed at the discretion of LNIB. Such sanctions may include, but are not limited to, recovery of costs, fines, reduction of LINAS services and disconnection from the LINAS system.

D. Fiscal Responsibility of LINCC membership

LINCC Members recognize that substantial capital investment has been made by Library Network Office in acquiring the necessary central-site system hardware, software, and telecommunications equipment. LINCC Members further recognize these acquisitions and their associated on-going maintenance agreements have been contracted for in the contemplation that all Members remain participating and integral users of LINAS for the entire five year term of this agreement. In contemplation of the hardship which will be incurred by LINCC and LINCC Member libraries if a LINCC Member terminates or breaches this agreement, except as a LINCC Member may opt out under Section I "LINCC Member Withdrawal," it is agreed by the parties that the LINCC Members shall remain responsible for payment of any share of Library Network Office costs for the duration of any fiscal year in which that member withdraws from LINAS participation and /or LINCC membership, so long as notice of intent to withdraw is received by December 31. If notice is received after that date, the LINCC Member shall be responsible for their share of Library Network office cost for the succeeding fiscal year also.

E. Ownership and Management of LINAS.

It is understood that Library Network Office shall have full ownership of all central site system hardware/software, and the central site portion of the telecommunications hardware and software network. All LINAS automated system terminals, PCs and other peripherals and

equipment (including telecommunications equipment) located on-site at each library are owned by the LINCC Member. Library Network Office will arrange for maintenance contracts on all equipment connected with the automated system that is deemed by the PLC and LNIB to require full maintenance and will maintain a pool of spares for selected types of equipment so that in case of failure, a library may borrow a Library Network Office spare unit while they purchase a replacement or have the unit repaired.

The Clackamas County Board of Commissioners, as the governing body of the Library Network, (a division of the County's Public and Government Relations Department) retains final authority for decision-making related to LINAS and its operation. The Board of County Commissioners will consult with the Public Library Council and Library Network Intergovernmental Board before making decisions that will impact the LINAS system and its users in any significant way.

F. Service Availability

LINAS will be available for use by LINCC Members for circulation and other transactions from 7:00 am-9:00 PM Monday through Friday, 8:00 am-6:00 PM Saturday and 11:00 AM-5:00 PM Sunday except when maintenance or software upgrades/changes make the system unavailable. The LINAS DIALPAC module and any Web-based products designed for accessing the LINAS catalog from home by citizens will be available at all times except when maintenance or software upgrades/changes make the entire system unavailable. Library Network Office staff will be available in the Library Network Office to service LINAS and support member libraries on the best possible schedule given available funding. This schedule will be periodically reviewed and approved by the PLC and LNIB. Unless funding does not allow, telephone and pager service for emergency computer support is available during all additional hours the libraries are open when the Library Network Office is closed.

LINCC or the Library Network Office shall assume no liability, however, if LINAS experiences downtime. The parties recognize that on occasion it may be necessary to temporarily suspend LINAS availability because of operational or maintenance requirements. Library Network Office agrees to provide LINCC Members with prior notice of LINAS unavailability (except for unavoidable downtime due to LINAS failure) if it will affect library operations and/or business hours, and further agrees to make every effort to schedule maintenance when all or most libraries are not open to the public. LINCC Members shall not deem such temporary suspension of LINAS availability an unreasonable prevention or postponement of system use.

G. New LINCC Members or branch libraries of existing members

LINCC Members recognize that the addition of new LINCC Members or new branch libraries means increased demand on the automated system and that an orderly implementation of new computer users is critical to system stability. LINCC Members agree that jurisdictions that have not previously operated a public library must develop a plan for public library service and apply officially to LNIB for LINCC membership and access to LINAS. Libraries that are currently LINCC members may decide to open a branch library. A set of definitions for qualifying sizes

and configurations of branches or new member libraries is attached as Appendix A. Guidelines and policies that define what level of service a branch or new member library may anticipate are from the Library Network Office is available in the LINCC Policies and Guidelines Manual.

The Library Network Office needs lead time to order install, and test whatever hardware and software enhancements may become necessary when growth in the LINCC network occurs. This might happen if a LINCC Member library re-locates to a new larger site, if a new branch library is added, or if a new LINCC member is approved and added to LINAS. Therefore, notification of PLC and LNIB is required by December 31 of intent to add a branch or expand and/or re-locate a facility by more than 25% in the following fiscal year. If a jurisdiction or other entity intends to apply for new member status in LINCC for the following fiscal year, notification of PLC and LNIB by December 31 is required.

H. Liability.

Neither LINCC nor Library Network Office shall be held responsible for any incidental or consequential damages of whatever nature resulting from the LINCC Member's use or operation of any remote site equipment or from force majeure, including but not limited to, acts of God, war, labor problems including strikes and work slowdowns or stoppage, civil strife, fire, water damage, smoke damage, power fluctuations, or air pollution.

I. LINCC Member Withdrawal. Any LINCC Member may withdraw from this Agreement as of July 1 of any year, providing that at least six (6) months written notice has been conveyed to the Library Network Office and LNIB. Any Member who withdraws according to the terms and conditions set forth in this Agreement shall receive, upon request, a copy of its patron, bibliographic and item records for the cost of the tape or disc output. The format of this bibliographic and patron record tape or disc output will be whatever standard output the automated system can create and is not guaranteed to be in any specific format.

Any LINCC Member who withdraws shall not be entitled to reimbursement for any portion of its initial investment or subsequent payments and will be subject to the financial obligations and notification deadlines stipulated in Section D above. If the County voluntarily withdraws from the agreement, the County will additionally be bound by the stipulations in Section J, "LINCC Network dissolution; library property tax reduction or elimination."

J. LINCC Network dissolution; library property tax reduction or elimination

In the event of significant reduction or elimination of property tax revenue allocated to library operations, the PLC and LNIB will work together to prioritize Library Network Office services and to determine which programs and staff are essential. LNIB will then make a recommendation about level of Library Network Offices services deemed necessary and also a recommendation for a cost allocation formula to the Board of County Commissioners. This cost allocation formula would distribute the expenses of Library Network Office operations to LINCC members on a cost recovery basis.

In the event of significant reduction or elimination of property tax revenue, PLC and LNIB will make their recommendations on essential Network programs and services to the County within one hundred and twenty (120) days of notification of revenue problems. They will also, as part of this process, identify those LINCC members that intend to continue to use the LINAS automated system on a cost recovery basis. LNIB will make its best efforts to make the new formula cost allocation determination as part of the annual budgeting process in December of each year and to notify libraries of their cost allocation for the following year by December 31.

If sufficient LINCC members agree to contribute funds, Clackamas County agrees to continue to house and operate the Library Network Office and its essential services on a billed basis for at least one (1) complete fiscal year after the date of non-appropriation. At the end of that year, if funding support continues, Clackamas County could opt to continue to house and operate the Library Network Office, or offer to sell or transfer to a LINCC Member the central site computer and telecommunications network equipment, office and courier equipment.

If it is determined that no LINCC Members wish to continue to use the LINAS system on a cost recovery basis and the LINCC Network is dissolved, the County shall, within ninety (90) days of the final dissolution of the LINCC Network, dispose of the central site computer and telecommunications network equipment, office and courier equipment.

K. Debt Limitation

This Agreement is subject to all applicable public-contracting laws of the State of Oregon and is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and any debt limitations applicable to cities or other users. Any provisions herein that would conflict with law are deemed inoperative to that extent and shall not affect the remainder of this agreement.

L. Term of the agreement

The term of this Agreement will be five years from date of signing.

M. Amendment

This Memorandum of Agreement may only be amended in writing and with the agreement of all parties.

Appendix A - Basic requirements for branch libraries and new LINCC members

Jurisdiction City of Canby

Name Terry L. Prine

Title MAYOR

Date March 7, 2001

Appendix A : Basic requirements for branch libraries and new LINCC members

Branch Libraries

A. Requirements	
Establishment	Must be a branch of a legally established library in Clackamas County, pursuant to ORS 357.
Hours open	Minimum of 10 per week, including some evening and weekend hours
Staffing	One paid staff person on-site all open hours; responsible for supervising any use of the computer system by volunteers.
Collection	Collection size must adhere to the "threshold" standard as specified in the document <u>"Standards for Oregon Libraries: 2000"</u> for the proposed population served. Rotating collections will qualify so long as the rotation schedule and quality provides the equivalent number of titles to the population served on an annual basis. Collection must be classified, current and useful to the population served. Items added must consist of an appropriate balance between adult/juvenile materials, fiction/nonfiction, reference, and print/non-print formats.
B. Responsibilities	
Siting of branch location	Each library service provider agrees to participate, through LNIB, in the regional planning process and further agrees to consider, in local service decisions, the recommendation and advice of LNIB on matters affecting local service delivery, facility planning and siting. Each participating member reserves the right to implement its own short and longer term planning decisions affecting the delivery of library services within its jurisdictional boundaries. A new branch library may be sited outside jurisdictional boundaries only by prior contractual arrangement with the other jurisdiction.
<i>As LINCC members and LINAS users</i>	Will fulfill responsibilities and follow policies as specified in the LNIB charter, LINAS Agreement and LINCC Policies, Guidelines and Services Manual

Standalone Library – New LINCC Member

A. Requirements	
Establishment	Must meet all requirements for a legally established library, pursuant to ORS 357. Must apply to LNIB for membership and be approved. A potential new LINCC member may enter into contractual arrangement with an existing LINCC member and begin service to the public as a branch until they are large enough to qualify as a stand-alone. Policies describing the application process, start-up costs, the formulas for distribution of library operating funds and the services available from the library Network Office to LINCC member libraries are contained in the LINCC Policies and Guidelines Manual.
Hours open	30+ hours per week, including some evening and weekend hours
Staffing	One paid staff person on-site all open hours; responsible for supervising any use of the computer system by volunteers. Recommend ALA-MLS or equivalent combination of training and experience, two years of which must be in a public library.
Collection	Size: Collection size must adhere to the “threshold” standard as specified in the document <u>“Standards for Oregon Libraries: 2000”</u> for the proposed population served. Collection must be classified, current and useful to the population served. Items added must consist of an appropriate balance between adult/juvenile materials, fiction/nonfiction, reference, and print/non-print formats.
Policies	If public Internet access is allowed, a written Internet use policy must be submitted to the LINCC Network Office. LINCC also strongly recommends a written collection development policy be in place and a long-range library development plan.
B. Responsibilities	
Siting of library location	Each library service provider agrees to participate, through LNIB, in the regional planning process and further agrees to consider, in local service decisions, the recommendation and advice of LNIB on matters affecting local service delivery, facility planning and siting. Each participating member reserves the right to implement its own short and longer term planning decisions affecting the delivery of library services within its jurisdictional boundaries. A new library may be sited outside jurisdictional boundaries only by prior contractual arrangement with the other jurisdiction.
As LINCC members and LINAS users	Will fulfill responsibilities and adhere to policies as specified in the LNIB charter, LINAS Agreement and LINCC Policies, Guidelines and Services Manual