

LETTER OF AGREEMENT
FOR LOCATION AND OPERATION OF THE
CHEMEKETA COOPERATIVE REGIONAL LIBRARY SERVICE
AUTOMATED LIBRARY SYSTEM

This letter of agreement is made pursuant to ORS Chapter 197 between CHEMEKETA COMMUNITY COLLEGE DISTRICT, an Oregon community college district, established under ORS Chapter 341 ("College") and the City of Newberg an Oregon municipal corporation ("City") for the purpose of clarifying the responsibility of the college and the city for the location and use of hardware provided for an automated library inventory system available for use by the city through the Chemeketa Cooperative Regional Library Service ("CCRLS").

It is acknowledged that:

1. The City, upon acceptance of the equipment (i.e., installation by Dynix and/or Chemeketa personnel) shall take possession of the equipment, fixtures and/or improvements provided by CCRLS.
2. The City shall insure or self insure and be independently responsible for the risk of its own liability for claims within the scope of ORS 30.260 to 30.300.
3. The City shall repair or replace as necessary the computer system hardware in its possession, including its peripheral devices, when lost, physically damaged or destroyed as a result of fire, theft, vandalism, or other sudden and unforeseen occurrence which would be a peril insurable under a standard form electronic data processing property insurance policy; provided that the city shall have no obligation under this paragraph with respect to loss resulting from defects in the computer system itself or from the acts of vandals gaining access to the computer system, programs, or data through the system's modem and not by the application of physical force to the tangible components of the system.
4. The patron and circulation records involved in the automated system shall be determined to be exempt from public disclosure pursuant to ORS 192.500 (2) (b) and ORS 192.500 (2) (c). The parties recognize that information contained in these records are submitted to CCRLS and the city in confidence; is not otherwise required by law to be submitted; that such information is confidential; and that the public interest would suffer by any disclosure of such records.

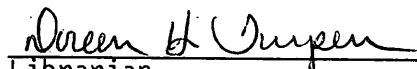
The parties recognize that, in receiving such information, they have obliged themselves not to disclose such information.

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Designated employees shall have access to such records in the course of operating the automated system. However, employees of the college and the city shall be instructed that all such records are exempt from public disclosure and that disclosure is prohibited except as required pursuant to ORS 192.460. Employees shall likewise be instructed that, if requests for disclosure are received, either orally or in writing, CCRLS and library representatives should be contacted for approval.

These clarifications provide expression of principles heretofore implied in agreements between the city and the college in the event any provision of this letter of agreement is adjudged to be invalid ultra vires or otherwise unenforceable, such judgment shall not affect any other provision in the agreement between the city and the college, not specifically so adjudged, it being the intent of the parties that all rights and obligations hereunder are separable one from the other and independently supported by good and sufficient consideration.

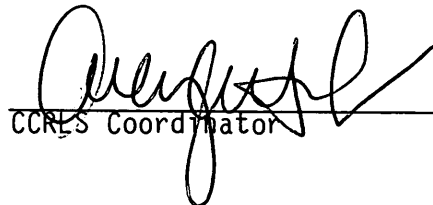
ACKNOWLEDGED AND AGREED:



Librarian



City Manager



CCRLS Coordinator

09/08/86