

CHEMEKETA COOPERATIVE REGIONAL LIBRARY SERVICE
INTEGRATED AUTOMATED LIBRARY SYSTEM AGREEMENT

THIS AGREEMENT is made pursuant to ORS Chapter 197 by and 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 providing an integrated automated library system available for use by the City, the College, and other public libraries within the geographic area of the Chemeketa Community College District who participate in the Chemeketa Cooperative Regional Library Service ("CCRLS").

In Consideration of the mutual benefits and obligations contained in this Agreement, the parties agree:

1. Definitions

- 1.1 CCRLS: Chemeketa Cooperative Regional Library Service, the administrative offices of Chemeketa Community College for providing regional library services to participating libraries.
- 1.2 CCRLS Automated Integrated Library System: On-line circulation, public access catalog, acquisitions and cataloging software, hardware, and associated peripherals ("System").
- 1.3 DYNIX, INC.: Vendor of choice for automated library system, located in Provo, Utah.
- 1.4 ILL: Interlibrary loan, the borrowing and lending of library materials between libraries.
- 1.5 Automation Committee: A committee of PYM Librarians which will advise CCRLS on the operation of the automated library system.
- 1.6 CCRLS Participation Agreement: Agreement outlining the formulas and responsibilities for payments made by or to CCRLS for library participation in CCRLS.
- 1.7 MARC: Machine Readable Cataloging.

2. Risk Apportionment Except as otherwise agreed under paragraph 16 of this agreement.

- 2.1 The City recognizes that substantial capital investment has been made by CCRLS in acquiring the necessary system hardware, software and peripherals and that these acquisitions were necessary for the City to fully participate effectively as an integral part of the CCRLS system. The City further recognizes that these acquisitions have been made in contemplation that all participating cities remain participating and integral units of the CCRLS integrated automated library system for the entire term of this agreement and that failure to participate will cause CCRLS to incur substantial monetary hardship.
- 2.2 On breach of participation by the City, it is agreed that City will surrender any hardware and peripherals owned by CCRLS immediately to CCRLS and any charges for special reports or services will become immediately due and payable as liquidated damages and not as a penalty. Such amount will be determined as the result of reasoned endeavor to ascertain what the damages for breach will be and a reasonable estimate of damage caused by the City's breach of this agreement. Such amount will be deducted from the amount of equalization CCRLS provides to cities under the participation agreement.
- 2.3 On the dissolution, for whatever reason, of this Agreement between CCRLS and the City, City's collection database, borrower, and circulation records shall be provided to the City by CCRLS in machine-readable form.

3. Ownership and Management of the CCRLS Automated System

- 3.1 CCRLS shall have full ownership to all System hardware, software and peripherals at the central site, subject to the terms of the contract between DYNIX, Inc. and Chemeketa Community College. City shall have full ownership of hardware and peripherals at City site, as agreed upon in writing by both parties. CCRLS shall make the services of such a system available to the City according to Appendix B, (Computer Hardware and Software) of this agreement.
- 3.2 All central site System upgrades will remain the property of CCRLS. Any additional off-site purchases by the City shall remain the property of the City.
- 3.3 The Chemeketa Community College Board of Education, as governing board of Chemeketa Community College and CCRLS retains final authority for decision making related to the CCRLS System and its operation.
- 3.4 If funding for regional library services should cease for one year or more, or a successor agency is not named, hardware not already owned by City, software, and administration of the CCRLS System shall be offered to participating cities. If funding for regional library services should resume, hardware, software, and administration may resume under the terms stated in this agreement.

4. Service Availability.

- 4.1 The System will be available for use by the City during its regularly scheduled hours.
- 4.2 CCRLS, through its contracts for hardware and software maintenance, shall maintain the equipment to provide for minimal down time. This does not cover telecommunications lines. No liability is assumed by CCRLS, however, if the System experiences down time.
- 4.3 On occasion, it may be necessary to temporarily suspend system availability because of operational or maintenance requirements. CCRLS will provide City with prior notice of System unavailability except for unavoidable down time and/or System failure, and if such down time will affect library operation or business hours. Every effort will be made to schedule maintenance for periods when libraries are not open.

5. Standards for Bibliographic Records

- 5.1 CCRLS will be responsible for the quality, authority controlled database in MARC format for use by the City for centralizing cataloging.
- 5.2 CCRLS will monitor and evaluate entries for new materials and retrospective conversion in order to maintain the most appropriate and highest quality bibliographic database.
- 5.3 The City shall have full responsibility for linking item information (bar code number, library location, volume number, call number, copy number, type of material, etc) for its holdings to title information contained in the bibliographic database.

6. Automation Committee

A standing committee of the PYM Librarians shall be created for the purpose of advising CCRLS on all matters relating to the operation of the System including standardization and changes in operating procedures, equipment needs and System upgrades, System maintenance, service enhancements, annual fees, security, bibliographic control, training, and management reports. The committee shall meet monthly, or as needed.

7. Installation and Training

- 7.1 The City shall be responsible for site preparation, including cable installation according to vendor specifications, AC wiring, and furniture.

- 7.2 Initially, CCRLS will train at least one staff person from the City for catalog maintenance, patron registration, patron access catalog, and circulation. CCRLS will coordinate training of current staff to insure a common level of understanding and knowledge about the use and operation of the System. Responsibility for training subsequent staff belongs to the City.
 - 7.3 CCRLS shall maintain users manuals provided for central site operation of the System.
 - 7.4 The City shall designate a staff member with whom CCRLS through the Automation Project Librarian deals in installation, conversion, and training matters.
8. Admission of Other Users CCRLS shall have the option of admitting other users to the System provided that:
- 8.1 Any necessary system modifications shall be undertaken to insure response times specified in the contract between CCRLS and DYNIX, Inc. are maintained.
 - 8.2 In order for new users to be admitted to the system, a vote of all PYM libraries, with two-thirds assenting, shall be required.
 - 8.3 Any new users so admitted shall pay full costs for modifications of the System which may be required, pay a System integration fee and be responsible for purchasing terminals and communications equipment necessary for connection to the System, conversion, and other fees as necessary.
9. Duties of CCRLS Pursuant with the agreement with DYNIX, Inc., and with the advice of the Automation Committee, CCRLS shall endeavor to:
- 9.1 Manage the CCRLS System pursuant to the terms and conditions of the Agreement and all agreements concerning System operation.
 - 9.2 Regularly review the operations of the System and evaluate its performance, developing plans for modifications, upgrades, and new services.
 - 9.3 Purchase and maintain all central System equipment and house such equipment in a suitable environment.

- 9.4 Coordinate and act as contact agency for all service vendors relating to System.
- 9.5 Maintain all central System hardware, software, terminals, peripherals, and communications equipment in good order.
- 9.6 Enforce rules and agreements adopted by the Automation Committee necessary to coordinate orderly use of the System by cities.
- 9.7 Coordinate future purchases of remote City equipment, including terminals, modems, and communications and other devices as may be necessary.
- 9.8 Obtain supplies, utilities, forms, reserve notices, barcodes, overdue notices, paper, tapes, cards, postage and all supplies except screen printer paper and ribbons, which may be required to provide the services of the System to City.

10. Duties and Responsibilities of the City

- 10.1 Participate in the use and operations of the System under terms and conditions of this Agreement and the rules and procedures which may be adopted by CCRLS and the Automation Committee.
- 10.2 Regularly review the operations of the System and advise CCRLS in writing when modifications or improvements appear necessary.
- 10.3 Purchase and maintain all remote City equipment for use with System.
- 10.4 Coordinate and assume costs for installation of telecommunications equipment at City library for use with System.
- 10.5 Purchase screen printer paper and ribbons and assume costs associated with reports not regularly generated by the System but which are requested by the City; and reimburse CCRLS for costs directly attributable to City identified in paragraph 9.8 of this Agreement.
- 10.6 The System, as installed, will provide sufficient capacity for the terminals and required communications equipment by the City and other users. The addition of terminals and communications equipment over and above the numbers specified in APPENDIX A, Equipment Schedule, must be authorized in writing by CCRLS at least ninety (90) days prior to the anticipated date of installation of said equipment. Purchase and installation costs (including costs of additional central site equipment needs) shall be paid by City.
- 10.7 Input and delete all data into the System according to the rules and procedures of the Automation Committee.

- 10.8 Regularly participate in the meetings and deliberations of the Automation Committee.
- 10.9 Keep records and statistics which may be required by CCRLS to document the maintenance and performance of the System.
- 10.10 Pay all costs for new bibliographic records which are input for the City library.
- 10.11 Lend library materials subject to ILL procedures adopted by PYM libraries.
- 10.12 Take reasonable measures necessary for protecting equipment in City possession from abuse, theft, or misuse.

11. Corrective and Remedial Measures

Whenever any party believes that another has committed a reasonable breach of any material obligation set forth in this Agreement, it may give the other notice to that effect, and with reasonable specificity. If notice is given, the other party shall attempt to correct the breach within a reasonable period not to exceed thirty (30) days.

CCRLS reserves the right to "lock out" the City from use of terminals and the System when substantial system damage is occurring or the security and/or confidentiality of the database is breached.

12. Liability Except as otherwise specified in this Agreement:

- 12.1 Each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage to or loss of any software or data, including consequential damages arising therefrom; provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.
- 12.2 Each party 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.

13. Confidentiality of Data

- 13.1 The circulation records involved in the System shall be deemed to be exempt from public disclosure pursuant to ORS 192.500 (2) (b) and ORS 192.500 (2) (c). The parties hereto 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.

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

14. Maintenance

- 14.1 Hardware: CCRLS will contract for hardware maintenance on behalf of the City for all remote site equipment including terminals, modems, multiplexors, printers, and other related equipment. The City will be responsible for costs of hardware maintenance for equipment the City purchases. Any equipment the City purchases must be compatible with the System, as determined by CCRLS.
- 14.2 Software: CCRLS shall maintain a software maintenance contract during the life of this Agreement.
- 14.3 Telecommunications: The City recognizes that CCRLS does not control, and therefore cannot warrant, the telecommunication networks used to communicate data from a remote site to the central site.
- 14.4 Interruptions of Service or Loss of Data: CCRLS will regularly duplicate and store tapes and disc packs to back up the central System. CCRLS does not warrant that data loss will not occur and the City agrees to hold CCRLS, its officers, employees, and agents, harmless for such loss not the result of willful, negligent, intentional, or malicious effort.

15. Term This Agreement shall be effective for the period commencing on July 1, 1987, and ending June 30, 1988, unless sooner terminated as provided herein.

16. Non-Appropriation Clause

- 16.1 The City and/or CCRLS may terminate this agreement on July 30, 1988 on the basis of non-appropriation of revenues due to failure to obtain funding from local property taxes without incurring liabilities as provided herein.
- 16.2 Termination under this paragraph shall be exercised upon a determination by either party's governing body that funds and other resources cannot be allocated to continue this Agreement for the ensuing fiscal year without unacceptable reduction in the level of other City or College programs and services.
- 16.3 Within thirty (30) days of receipt of notice from CCRLS of either its exercise of this paragraph by a city, all remaining users agree to meet at such reasonable time and place established in the notice in order to amend operations.

17. Renewal This Agreement may be renewed for additional periods of no more than three (3) years each upon mutual written agreement of the parties.

IN WITNESS WHEREOF, the College has, by direction of its Board of Education, caused this Agreement to be signed by its Division Manager of College Support Services; the City, by its Council, has caused this Agreement to be executed by its Mayor and attested by its Recorder; as of the dates set forth below.

CITY OF NEWBERG

CHEMEKETA COMMUNITY COLLEGE

Elven Hall
Mayor

Craig S.
Division Manager
College Support Services

Date: 8/4/87

Date: 7-8-87

ATTEST:
Jim Watson
City Recorder

Linda Cochrane
CCRLS Coordinator

Approved:

Doreen H. Inger
Library Director

William S. Perkins
College Attorney

Approved as to form:

Barbara D. Miller
City Attorney

6/87

CHEMEKETA COOPERATIVE REGIONAL LIBRARY SERVICE
INTEGRATED AUTOMATED LIBRARY SYSTEM AGREEMENT

Appendix A
Equipment Schedule

NEWBERG PUBLIC LIBRARY

7 Terminals

3 Lightpens

1 Screen Printer

1 8-Channel Multiplexor

INTERGOVERNMENTAL CONTRACT FOR REGIONAL LIBRARY SERVICES

THIS AGREEMENT, made and entered into by and between Chemeketa Community College District, a community college established pursuant to Chapter 341 of the Oregon Revised Statutes, hereinafter referred to as the "COLLEGE" and the City of Newberg, an Oregon municipal corporation, hereinafter referred to as the "CITY";

WHEREAS, the CITY, by resolution of its governing body has participated with the COLLEGE for the past nine years in the Chemeketa Cooperative Regional Library Service, an intergovernmental public library service to residents of Yamhill County, hereinafter referred to as the "SERVICE"; and

WHEREAS, a tax base to finance the SERVICE was approved by the COLLEGE District voters on May 20, 1986; and

WHEREAS, the most economical and effective provision of the SERVICE has been demonstrated to be through contract with established public library facilities; and

WHEREAS, the COLLEGE and the CITY are each willing and able to provide part of the SERVICE as hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and by virtue of the authority granted by the provisions of Chapters 190 and 357.451 of the Oregon revised Statutes, the parties hereto mutually agree as follows:

ARTICLE I: Duties and Responsibilities of the Parties

A. The Duties and Responsibilities of the COLLEGE shall be as follows:

1. Provide for fiscal and administrative management of the SERVICE.
2. Maintain:
 - (a) the Chemeketa Regional Library Service Advisory Committee hereinafter referred to as the "CCRLS ADVISORY COMMITTEE", through which recommendations on policies of the SERVICE can be expressed; and
 - (b) an ongoing liaison with the PYM Library Association (or their designated executive committee) through which recommendations on procedures and their implementation can be expressed. Exhibit "A" as attached includes the present membership of the CCRLS Advisory Committee.
3. Provide regular Courier Service between the participating libraries.
4. Provide reference and information assistance and free reciprocal borrowing privileges to patrons of the SERVICE, subject to the existing rules and procedures of the COLLEGE library.

5. On a quarterly basis, the COLLEGE will make a payment to the CITY as compensation for the agreement of the CITY to provide nonresident library cards for residents of the COLLEGE District at no charge. Such payment in 1987 shall be based upon the actual number of cards issued quarterly, by the CITY, to nonresidents. Payment level shall be \$7.50 per card issued. Payment level may vary in future years depending on the per capita expenditure by the city library budget.
6. Provide a monthly accounting and quarterly reporting of expenditures under this program to the CCRLS Advisory Committee.

B. The Duties and Responsibilities of the CITY shall be as follows:

1. Provide free borrowing privileges to card holding residents of the COLLEGE District subject otherwise to the existing rules and procedures of the COLLEGE Library.
2. Provide reference and information services to patrons and participating libraries in cooperation with the COLLEGE and the other participating libraries.
3. Provide for the regular participation of the Newberg library director in meetings of the Polk, Yamhill and Marion Library Association and as may be necessary in meetings of the CCRLS Advisory Committee. Regular participation shall be defined as attendance at (5) PYM Association meetings. Attendance at the September meeting of the PYM Association is mandatory for the city librarian.
4. Provide an accounting to the COLLEGE's Service Coordinator of the number of the CITY's nonresident library cards issued on a quarterly basis.
5. Pay to the COLLEGE the sum of \$5,090.87 by December 15, 1987, as payment for participation in the SERVICE in lieu of taxes since Newberg is outside the area taxed to provide this SERVICE.

ARTICLE II: Time of Performance

This contract shall commence July 1, 1987, and shall terminate on June 30, 1988.

ARTICLE III: Amendments

This contract may be amended only by joint agreement of the parties herein.

ARTICLE IV: Termination

Either party may terminate this contract upon the other party's material breach of any of the terms and conditions hereof, by giving written notice of termination to the other party at least sixty days in advance of the effective date of termination. Cure of the breach by the party in default within the sixty day period shall void the effect of the termination date.

Upon termination or expiration of this contract, the CITY shall assist the COLLEGE by delivering all necessary records or materials needed for the SERVICE to be continued in an orderly manner.

IN WITNESS WHEREOF, the COLLEGE has, by direction of its Board of Education, caused this contract to be signed in its name by its Division Manager of College Support Services; and the CITY, by resolution of its City Council, has caused this contract to be executed the same by its Mayor, this 4th day of August, 19 87.

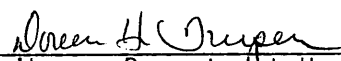
CHEMEKETA COMMUNITY COLLEGE

CITY OF NEWBERG

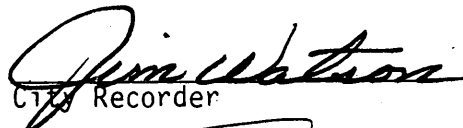

Division Manager-
College Support Services

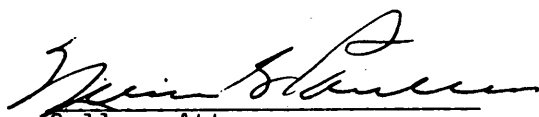

Mayor


CCRLS Coordinator


Library Department Head

Approved as to form:


City Recorder


College Attorney


City Attorney

Attest:

EXHIBIT A

CHEMEKETA COOPERATIVE REGIONAL LIBRARY SERVICE
ADVISORY COMMITTEE

Lay Members

Marilyn Crouser
Yamhill County

Larry Davis
Marion County

Charles Grell
Polk County

Jack Grossnickle
Marion County

Nancy Lehto
Polk County

Martha Stewart
Yamhill County

Ex Officio Members

Joanne Aebischer
Automation Project Librarian
Chemeketa Community College

Linda Cochran
Coordinator, CCRLS
Chemeketa Community College

Diane Edwards
Secretary, CCRLS
Chemeketa Community College

Alan Hershey
Mid-Willamette Valley
Council of Governments

John Webb
Oregon State Library

Professional Members

Rose Marie Caughran
McMinnville Public Library

George Happ
Salem Public Library

Norm Sams
Dallas Public Library

Linda Sprauer
Woodburn Public Library

RESOLUTION NO. 87-1268

A RESOLUTION OF THE CITY COUNCIL OF NEWBERG, OREGON ACTING AS COUNCIL AND CONTRACT REVIEW BOARD AUTHORIZING MAYOR ELVERN HALL TO ENTER INTO AN AGREEMENT AND CONTRACT WITH CHEMEKETA COMMUNITY COLLEGE FOR AN AUTOMATED INTEGRATED LIBRARY SYSTEM AND FOR REGIONAL LIBRARY SERVICES.

WHEREAS, the City has previously contracted with Chemeketa Community College to provide these services through the Chemeketa Cooperative Regional Library Service; and

WHEREAS, the Librarian has reviewed these agreements and wishes to continue to participate in the services; and

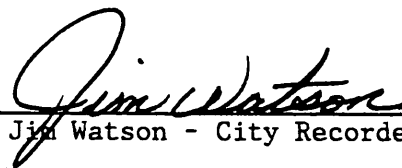
WHEREAS, the services provided through these agreements have been of great value to the citizens of Newberg through the Newberg Public Library.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newberg, Oregon, as follows, to-wit:

1. That the City Council approves the agreement with Chemeketa Community College District to provide an integrated automated library system through Chemeketa Cooperative Regional Library Service and further, authorizes Mayor Elvern Hall to execute the agreement on behalf of the City.

2. The City approves the contract with Chemeketa Community College District for regional library services and authorizing Mayor Elvern Hall to execute contract on behalf of the City.

ADOPTED by the City Council of the City of Newberg on this 3rd day of August, 1987.


Jim Watson - City Recorder