

CONTRACT NUMBER #084 - 97

INTERGOVERNMENTAL AGREEMENT

This agreement is made and entered into the 14 day of January, 1997, by and between CHEMEKETA COMMUNITY COLLEGE hereinafter called COLLEGE and NEWBERG, OREGON, an Oregon municipal corporation, hereinafter called the CITY.

WITNESSETH:

The purpose of this agreement is to provide for the participation of the library of CITY OF NEWBERG in the CHEMEKETA COOPERATIVE REGIONAL LIBRARY SERVICE (CCRLS) under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual obligations and benefits herein set forth:

1.0. TERM AND TERMINATION

- 1.1 Parties agree that the term of this agreement shall be from July 1, 1996 through June 30, 1997 subject to the conditions for renewal and/or termination as provided herein.
- 1.2 Upon amendment of budgeted figures, this agreement shall be automatically renewed for a period of one (1) year at its expiration unless agreement is terminated as provided herein.
- 1.3 This agreement may be terminated by mutual consent of both parties or by either party upon 30 days notice in writing and delivered by mail or in person.
- 1.4 The College may terminate this agreement effective upon delivery of written notice to CITY or at such time, under any of the following conditions:
 - 1.4.1 If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.
 - 1.4.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.

- 1.4.3 If any license or certificate required by law or regulation to be held by CITY to provide the services required by this agreement is for any reason denied, revoked or not renewed.
- 1.5 Either party may terminate this agreement upon the other's material breach of any of its terms, by giving written notice to the party in breach at least 60 days in advance of the effective date of termination. Cure of the breach by the party in breach within the 60 day period shall void the notice of termination.
- 1.6 This agreement, and any subsequent renewal may be terminated by either party without breach by the other upon giving written notice to the other party no later than May 1 of any year. Termination shall be effective at midnight on the following June 30. It is the intent of this paragraph that the parties recognize an obligation of good faith to create and continue by virtue of this agreement and successive renewals, a long term relationship.
- 1.7 In the event either party terminates this agreement, COLLEGE shall provide to CITY its current bibliographic, borrower, and circulation records and databases in machine readable media and format.
- 1.8 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 1.9 In the event that the CCRLS activities of the COLLEGE should cease and the assets and operations of CCRLS are not assumed by a successor providing equivalent service, then all assets of the CCRLS Automated System shall be transferred to participating cities without charge.

2.0 COMPENSATION

- 2.1 The COLLEGE will make the following payments to the CITY as compensation for the CITY providing nonresident library service for the residents of the COLLEGE District. Payments in 1996-97 shall be based on circulation and renewals of CITY materials as counted by the CCRLS automated integrated library system. CITY shall be reimbursed for each circulation and renewal of its materials to district residents outside its CITY boundaries, but within the COLLEGE district. Of the \$588,300.00 designated for reimbursement among CCRLS libraries in 1996-97, \$147,075.00 shall be paid each quarter. CITY'S share of each quarter's reimbursement shall be computed based upon its percentage of the total circulations and renewals made that quarter by CCRLS libraries to district residents.

In consideration for participation in the CCRLS system and in lieu of taxes, since the CITY is outside the area taxed to provide this service, the CITY will pay to the COLLEGE the sum of \$16,428.00 on or before 15 of December.

The CITY shall accept financial responsibility for connection to the CCRLS Wide Area Network, as provided in §3.1.3.d., either by direct payment to the telecommunication provider and/or by reimbursement to CCRLS for costs incurred on behalf of the CITY.

The CITY shall pay the COLLEGE the additional amount of \$1,000.00 as compensation for the equipment and service provided by CCRLS under §3.1.3.d. Equipment provided under §3.1.3.d shall remain the property of CCRLS as provided in §6.4. The CITY will pay to the COLLEGE the sum of \$1,000.00 on or before 15 of December.

3.0 RESPONSIBILITIES OF COLLEGE

3.1 Under the terms of this agreement the COLLEGE shall:

3.1.1 Provide for the fiscal and administrative management of the Service.

3.1.2 Maintain the following:

- a. The Chemeketa Regional Library Advisory Committee hereinafter referred to as the CCRLS Advisory Committee, through which recommendations on policies of the Service can be expressed. Exhibit "A" as attached included the present membership of the CCRLS Advisory Committee.
- b. An ongoing liaison with Polk, Yamhill and Marion Library Association (or their executive committee) through which recommendations on procedures and their implementation can be expressed.

3.1.3 Provide operation and maintenance of the CCRLS Automated System and related databases, including:

- a. COLLEGE, through CCRLS shall maintain bibliographic, circulation, and borrower data in an automated database management system. Design, applications, and enhancement of the automated system database management system shall be subject to review by the Automation Committee any proposed changes in design or operation of the system.

- b. COLLEGE, through CCRLS, shall manage the CCRLS automated system under the terms of this AGREEMENT and other applicable agreements with vendors and participating libraries so that CITY has access to its bibliographic, circulation, and borrower records during library business hours, and at other times as agreed between the CITY Library Director and the CCRLS Coordinator. The management responsibility for the automated system includes the obligation of CCRLS to monitor and evaluate entries for new materials and retrospective conversion of cataloging of old materials in order to maintain the highest quality bibliographic MARC database.
- c. COLLEGE, through CCRLS, shall acquire and provide for effective maintenance and support of all present and future central and remote automated system equipment at its own expense; and provide for secure installation and housing for automated system except such automated system equipment as is acquired by CITY for installation at its library, or as otherwise provided in §6.3 of this agreement.
- d. COLLEGE, through CCRLS, shall coordinate installation of telecommunication equipment and telecommunication lines at CITY's central and branch libraries for use with automated system. Internal station cabling is a CITY responsibility as provided in section 4.1.7. Parties agree that CCRLS does not control, and therefore cannot warrant, the telecommunication networks used to communicate data from a remote site, nor does this agreement cover maintenance of telecommunication lines.
- e. COLLEGE, through CCRLS, shall acquire and furnish at cost to CITY certain necessary supplies, such as utilities, report forms, reserve notices, bar codes, overdue notices, and other supplies except screen printer paper and ribbons which may be required to provide the services of automated system to CITY.
- f. COLLEGE, through CCRLS, shall coordinate all service, support, and maintenance necessary to the proper operation of automated system; and shall enforce rules and standards for use of automated system by participating libraries. CITY shall enter, retrieve, modify, and delete data in and from automated system in accordance with those rules and standards. As part of the obligation to provide for service, support and maintenance, COLLEGE shall maintain agreements for hardware maintenance and software support with AMERITECH LIBRARY SERVICE. CCRLS shall provide reasonable approved maintenance and

support for automated system hardware and software not provided by AMERITECH LIBRARY SERVICE. CCRLS shall provide reasonable prior notice to CITY when system operation must be suspended for operational or maintenance requirements. CCRLS shall exercise its best efforts to schedule such periods of suspension during hours when CITY's libraries are closed. Except for suspension of operation for necessary system maintenance or because security of the CCRLS automated system database or software is compromised or damaged, CCRLS shall not "lock out" CITY terminals from automated system. COLLEGE, through CCRLS shall provide one or more dedicated telephone lines to serve the system, and related telecommunication equipment as provided in the agreement with the vendor for the automation system, and pay all related installation, acquisition, maintenance, and use cost.

- g. COLLEGE, through CCRLS, shall regularly backup CCRLS automated system data and store the media containing such backup in a secure facility. In the event of system malfunction or loss of data, CCRLS shall promptly restore the most recently backed up data to the system once it is again functioning. No liability is assumed by CCRLS if the automated system experiences down time.
- h. COLLEGE, through CCRLS, shall provide training for at least one CITY staff person at any time the automated system operating systems or procedures are changed, enhanced, or otherwise revised. CCRLS shall provide up to date user manuals for CITY's staff. All other training of CITY staff shall be the responsibility of CITY. CITY shall designate one staff position responsible for coordinating training and operations matters with the CCRLS staff person responsible for automation system operations.
- i. COLLEGE shall provide and maintain appropriate space for the central computer facility serving CCRLS automated system.
- j. COLLEGE shall provide for general maintenance and utilities to support the CCRLS automated system. This obligation includes janitorial service, maintenance painting as necessary, structural repairs, lighting and electrical system maintenance, and HVAC maintenance.
- k. COLLEGE shall, while in possession of the computer system hardware, including peripheral devices, repair or replace as necessary any such items which are 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 CITY shall have no obligation under this paragraph with the acts of vandals gaining access to the computer system, programs, or data tangible components of the system; and, provided further, that CITY shall not be liable under this agreement for any consequential damages incident to any loss covered under this section.

- l. COLLEGE shall provide personnel for the operation of the system. "Operation" includes: use of supplied software to generate reports, notices, lists, and similar documents and files; preparation and mailing of over due notices, hold notices, reports, billings, and other specified documents produced for routine system operation by the vendor(s) of the system and its installation, maintenance, or support of software, or the maintenance, repair or replacement of hardware or firmware.
- m. COLLEGE, through its governing board, retains final authority over the policies and decisions relating to budget, operating procedures, system design, participation by other libraries, and other like issues of a general policy nature affecting their operation of CCRLS and automated system. The board, however, shall not take such actions without the recommendation of the CCRLS Advisory Committee.
- n. COLLEGE shall provide free reciprocal borrowing privileges to patrons of the service, subject to the existing rules and procedures of the COLLEGE library.
- o. COLLEGE shall provide a monthly accounting and quarterly reporting of expenditures under this program to the CCRLS Advisory Committee.
- p. COLLEGE shall reimburse CITY for library materials borrowed by non-residents under this AGREEMENT and not returned by the borrowers within six months of due date. CITY hereby transfers and assigns all interests in such materials, and all rights to unpaid overdue fines with respect thereto to COLLEGE.
- q. COLLEGE shall provide regular courier service between the participating libraries.

4.0 RESPONSIBILITIES OF CITY

4.1 Under the terms of this agreement the CITY shall:

- 4.1.1 Provide free borrowing privileges to card holding residents of the College District subject to the existing rules and procedures of the CITY library.
- 4.1.2 Provide for the regular participation of the 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 six (6) PYM Association meetings. Attendance at the September meeting of the PYM Association is mandatory for the CITY library director.
- 4.1.3 Assumes full responsibility for the accuracy of data at its entry into the automation system database, and for updating that data accurately to reflect the proper links to the material in its library. Such data includes, but is not limited to Barcode number, library location, volume number, call number, copy number, type of material, status, etc.
- 4.1.4 Take reasonable measures to protect equipment in CITY's possession from abuse, theft, and misuse, CITY shall, while in possession of the computer system hardware, including peripheral devices, repair or replace as necessary any such items which are 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 CITY shall have no obligation under this paragraph with respect to loss resulting from defect 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; and, provided further, that the CITY shall not be liable under this AGREEMENT for any consequential damages incident to any loss under this section.
- 4.1.5 Prepare, provide, and maintain the furniture and physical location for installation of automated system terminals and equipment in its library. This responsibility includes cable installation, electrical power, and environment, all meeting manufacturer and vendor specifications.

5.0 LIABILITY

- 5.1 Each party agrees to waive, forgive, acquit and discharge any and all claims it may otherwise have against the other or the officers, employees and agents of

the other, for or resulting from damage to or loss provided, however, 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.

- 5.2 Each party shall insure or self-insure, and be independently responsible for, the risk of its own liability for claims within the scope of the Oregon Tort Claims Act.

6.0 MISCELLANEOUS PROVISIONS

- 6.1 CITY performs under this contract as an independent contractor. Neither CITY nor its officers, employees and agents engaged in operation of the system under this article are agents of COLLEGE for any purpose.
- 6.2 City may request that CCRLS provide specialized reports not regularly generated by automation system. CITY shall reimburse CCRLS for the cost of providing such special reports.
- 6.3 City may purchase equipment and software to expand and enhance its own operations; provided that such equipment and software is acceptable to CCRLS as compatible with the automated system. CITY shall not connect or install any such equipment or software without the review and written approval of CCRLS after at least 90 days prior to notice by CITY.
- 6.4 Except as to equipment and software purchased by CITY under §6.3, all automated system hardware, software, and other capital equipment shall remain the property of CCRLS, and CITY shall have no claim thereto other than the right to use thereof under this AGREEMENT.
- 6.5 The parties agree that all circulation data which would in any way identify a particular library user or the materials borrowed by any user are confidential and exempt from disclosure under the Oregon Public Records Law. Each party shall refuse disclosure of any and all such data unless ordered by the District Attorney.

7.0 AMENDMENTS

The terms of this agreement shall not be waived, altered, modified, changed, supplemented or amended in any manner whatsoever except by written instrument signed by the parties.

8.0 NOTICE

- 8.1 Any notice required to be given CITY under the agreement shall be sufficient if given in writing to the CITY's Library Director.
- 8.2 Any notice required to be given COLLEGE under the agreement shall be sufficient if given in writing to the COLLEGE's CCRLS Coordinator.

FOR THE CITY OF NEWBERG:

Duane Cole
City Manager—City of NEWBERG
414 E. First Street
Newberg, Oregon 97132
(503)538-9421

FOR THE COLLEGE:

H. Philip Barth
Director—Business Services
P. O. Box 14007.
Salem, Oregon 97309-7070
(503)399-5079

9.0 CONTACT PERSONS FOR THIS CONTRACT

Leah Griffith
Newberg Library Director
503 East Hancock Street
Newberg, Oregon 97132
(503)537-1256

Linda Cochran
Coordinator—CCRLS
P. O. Box 14007
Salem, Oregon 97309-7070
(503)399-5105

SIGNATURES

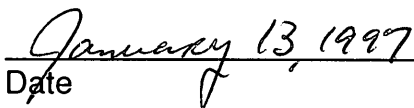
This contract and any changes, alterations, modifications, or amendments to it shall not be effective until approved by the appropriate representative of the parties hereto.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

FOR THE CITY OF NEWBERG:



Signature
Duane Cole
City Manager—City of NEWBERG

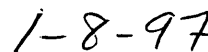


Date

FOR CHEMEKETA COMMUNITY COLLEGE:

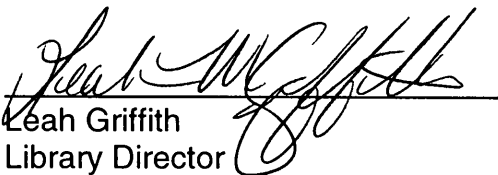


Signature
H. Philip Barth
Director of Business Services



Date

APPROVED:



Leah Griffith
Library Director

CHEMEKETA COOPERATIVE REGIONAL LIBRARY SERVICE
Advisory Committee
1996 - 1997

Ellen D. Levine, Chair
Marion County Lay Member
4039 Oakman Street S.
Salem, OR 97302 (b)399-5239
term expires: 6/30/97 (h)371-3974

Bradley Smith, Vice Chair
Yamhill County Lay Member
2725 Leathers Lane
McMinnville, OR 97128 (b)864-2273
term expires: 6/30/97 (h)472-6401

Margaret Barnes
Director, Dallas Public Library
950 Main Street
Dallas, OR 97338 (b)623-2633
term expires: 6/30/98

Phyllis Bauer
Marion County Lay Member
1190 Randolph Road
Woodburn, OR 97071 (h)981-0907
term expires: 6/30/99

Sue Buel
Yamhill County Lay Member
20625 S.W. Highway 18
McMinnville, OR 97128 (h)843-2009
term expires: 6/30/98

Linda Cochrane, CCRLS Coordinator
Director, Chemeketa College Library
4000 Lancaster Drive/P. O. Box 14007
Salem, OR 97309-7070 (b)399-5105

George Happ
Director, Salem Public Library
585 Liberty Street S.E./P.O. Box 14810
Salem, OR 97309 (b)588-6071

Harvey Jobe
Polk County Lay Member
414 Stadium Dr. S. (b)838-0480
Monmouth, OR 97361 (h)838-5768
term expires: 6/30/98

Kevin G. Marshall
Polk County Lay Member
1048 S. W. Clay Street
Dallas, OR 97338
term expires: 6/30/99 (h)623-5081

Linda Sprauer
Director, Woodburn Public Library
280 Garfield Street
Woodburn, OR 97071 (b)982-5259
term expires: 6/30/97 (h)981-6011

Anne Van Sickle
Director, McMinnville Public Library
225 North Adams (b)434-7433
McMinnville, OR 97128 (h)434-1590
term expires: 6/30/99

Ex Officio Members

Joanne Aebischer
Automated Systems Coordinator
Chemeketa Community College
4000 Lancaster Drive/P. O. Box 14007
Salem, OR 97309-7070 (b)399-5202

Mary Ginnane, Admin. of Library Dev.
Oregon State Library
State Library Building
Salem, OR 97310 (b)378-2112

Sharman Gerdes, PYM Chair
Director, Monmouth Public Library
168 S. Ecols Street
Monmouth, OR 97361

Bob Wells, Assistant City Manager
City of Salem
555 Liberty Street S. E.
Salem, OR 97301 (b)588-6255

Secretary

Eileen Buyserie
Chemeketa Community College
P. O. Box 14007
Salem, OR 97309 (b)399-5039