



**Resolution 2004-053**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY INTER-LIBRARY INFORMATION NETWORK (WILInet) FOR FY 2004-05 THROUGH FY 2008-09**

**WHEREAS**, the City of Sherwood currently has an agreement with Washington County;

**WHEREAS**, this agreement provides funding for the Sherwood Library and the vehicle to share materials with other Washington County libraries to the benefit of Sherwood citizens; and

**WHEREAS**, this is a renewal of an existing agreement;

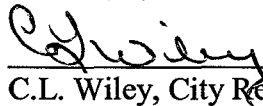
**NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:**

Section 1. The City Manager is authorized to sign the Washington County Inter-Library Information Network (WILInet) Agreement for FY 2004-05 through FY 2008-09.

**Duly passed by the City Council this 22<sup>nd</sup> day of June 2004.**

  
Mark C. Cottle, Mayor

ATTEST:

  
C.L. Wiley, City Recorder

## **Washington County Inter-Library Information Network (WILInet) Agreement**

This Agreement is made by and between Washington County, a home rule subdivision of the State of Oregon hereinafter referred to as "County", on behalf of Washington County Cooperative Library Services, hereinafter referred to as "WCCLS" and the Cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, Sherwood, Tigard and Tualatin, Cedar Mill Community Library Association, Garden Home Community Library Association, Tuality Healthcare and Oregon College of Art and Craft, hereinafter referred to as "WILInet Users."

WHEREAS, the parties hereto are currently participants in the WCCLS Network;

WHEREAS, the parties are either units of local government empowered by ORS 190.010 to enter into an intergovernmental agreement, or are private non-profit agencies operating libraries, and

WHEREAS, WCCLS has purchased and installed an automated integrated library system and is desirous of making this system available for use by libraries in Washington County;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

### **1. DEFINITIONS**

The following definitions shall be used in constructing the following phrases, terms and abbreviations in this Agreement:

- A) WCCLS (Washington County Cooperative Library Services) - An agency of county government which exists to coordinate, contract for or provide a full range of library and information services to all residents of the county.
- B) WCCLS Network – The consortium of public, academic, special and school libraries in Washington County, which exists to provide countywide library service.
- C) WILInet (Washington County Inter-Library Information Network) – An integrated, automated library system, including but not limited to WILLI, which is comprised of the integrated library system software (online circulation, public access catalog, cataloging and acquisitions software), software programs purchased by WCCLS and licensed for use at member libraries, other databases, Internet resources, central site hardware and telecommunications equipment. The necessary equipment, equipment configuration, communication links, and associated hardware and software necessary to provide the Integrated Library System (ILS), Internet access through WCCLS, and other appropriate network functions to member library locations. This includes but is not limited to equipment in the WCCLS office and WCCLS computer room.

- D) Host – Any intelligent device connected to WILInet that is addressable by a network/transport protocol. All workstations, network printers, routers, etc. are hosts.
- E) Broadband Users' Group – A membership organization through which WCCLS procures Internet and firewall network services.
- F) WCCLS Library Directors' Board - The executive body of the WCCLS Network; advisory to the Cooperative Library Advisory Board and the WCCLS Manager.
- G) WILInet Users' Group - A committee of the WCCLS Library Directors Board, advisory to the Automation Program Specialist/Library Systems Administration Supervisor on the operation of the automated library system as defined in the Library Directors' Board by-laws.
- H) Public Library Services Agreement - The Inter-Governmental Agreement between Washington County and library service providers to provide library services to all county residents, containing a reimbursement formula under which WCCLS makes payments to public libraries.
- I) Cooperative Library Advisory Board (CLAB) - The board appointed by the Washington County Board of Commissioners to develop, review and recommend library service policies, representing Public Library Services Agreement contractors and the West Slope Community Library. CLAB is advisory to the Board of Commissioners and to the Cooperative Library Services Manager.
- J) West Slope Community Library – The public library that is a department of WCCLS and managed by the County. For purposes of this Agreement, West Slope is treated as a WILInet Member Library, but is not a signatory to this Agreement.

## 2. TERM OF AGREEMENT

This agreement shall be in effect from July 1, 2004, through June 30, 2009, except as otherwise provided in Section 14 of this Agreement. It is the intent of the parties that this Agreement become effective on July 1, 2004.

## 3. OWNERSHIP AND MANAGEMENT OF WILInet

- A) The Washington County Board of Commissioners, as the governing body of WCCLS, retains final authority for decision-making related to WILInet and its operation.
- B) WCCLS shall have full ownership of all central site system hardware, software, and communications equipment and shall make the system available to the WILInet Users. All central site system upgrades will remain the property of WCCLS. All software and upgrades provided to WILInet Users by WCCLS will remain the property of WCCLS.

- C) Item records owned by WILnet Users, the associated bibliographic and patron records where the patron is registered at the WILnet User Library shall be considered the property of that WILnet User. On termination of this Agreement by either party WILnet User shall pay all reasonable costs associated with data extraction necessary to provide records in machine-readable format.

#### 4. SERVICE AVAILABILITY

- A) WILnet shall be available for use twenty-four (24) hours a day except for routine maintenance and when software, hardware, or telecommunications upgrades/changes necessitate making the system unavailable. WCCLS agrees to provide WILnet User with prior notice of WILnet downtime if it will affect library operations and/or business hours except for unexpected outages due to WILnet failure or other circumstances beyond the control of WCCLS. No liability shall be assumed by WCCLS if WILnet experiences downtime.

- B) WCCLS staff shall be available to service WILnet and to support member libraries. No WILnet staff will be available on days that are official Washington County holidays.

The hours of service will be as follows:

8:00 am – 8:30 pm, Monday – Thursday;

8:00 am – 6:00 pm Friday,

9:00 am – 5:00 pm Saturday, and

10:30 am - 5:30 pm Sunday.

#### 5. DATA RECOVERY

WCCLS will duplicate daily all data maintained in the WILnet database. WCCLS will rotate such tapes between on-site storage in a fire-safe box and off-site storage so that files can be reconstructed if a system malfunction occurs that requires restoring or rebuilding the databases, in whole or in part, from backup tapes. A minimum of one weekly tape will be stored in a location physically apart from the site of the central system in case of major disaster at the central site.

#### 6. DUTIES AND RESPONSIBILITIES OF WCCLS

With the advice of the WILnet Users' Group, WCCLS shall:

- A) Purchase all central system hardware, software, and network equipment, housing such equipment in a suitable environment and maintaining said equipment in good operating condition.
- B) Purchase Integrated Library System client software licenses for WILnet Users and coordinate distribution of licenses.
- C) Provide, or contract for the provision of, maintenance of central site hardware, software, and the Wide Area Network.

- D) Employ personnel needed to maintain and operate WILInet and staff a help desk for in-person WILInet problem reporting and resolution.
- E) Administer contracts for all WILInet related software, network, hardware, and service vendors and organizations.
- F) Provide a source of, and maintain for WILInet Users, MARC bibliographic cataloging records and authority records in WILInet. This includes monitoring and evaluating bibliographic services to insure an appropriate and high quality bibliographic database.
- G) Purchase, and coordinate the use and licensing of, other library-related software licenses or equipment as deemed suitable by the Library Directors' Board.
- H) Purchase item barcodes and patron cards to be used by WILInet Users.
- I) Solicit requests from WILInet Users for group purchases of peripheral equipment when cost effective or desired by WILInet Users. WCCLS staff shall coordinate purchase of said equipment and invoice WILInet Users for cost plus 10%. Invoices will be issued at the time items are delivered or no later than June 1 of the year in which the equipment was purchased.
- J) Provide training and training materials to WILInet Users for WCCLS provided software.
- K) As time permits, assist WILInet User's staff with troubleshooting of Local Area Network cabling, equipment, software, and associated devices within WILInet User's building to which WILInet is connected.
- L) Provide specifications to WILInet Users for installation of peripheral equipment purchased through WCCLS.
- M) Provide documentation for the Integrated Library System.
- N) Provide software updates to WILInet Users for software programs purchased by WCCLS and licensed for use at member libraries.
- O) Regularly review the operations of WILInet hardware, software and network, evaluate performance, and develop plans for modifications, upgrades and new services, as outlined in the WCCLS Long Range Plan or as directed by WILInet Users.
- P) Provide periodic reports to WILInet Users on Wide Area Network performance and Integrated Library System performance.
- Q) Enforce Policies & Procedures adopted by the WILInet Users' Group and the Broadband Users' Group to coordinate orderly and secure use of the system.

- R) Conduct an independent network security audit of WILInet and implement recommendations to maintain the security and integrity of WILInet.
- S) Take steps to maintain WILInet security, up to and including terminating a connection between one or more network Hosts that appear to present a problem that threatens the security, integrity, or performance of WILInet. Prior notification of the impending disconnection will be given to the affected WILInet Users if time permits. Connectivity will be restored when the WCCLS staff determines that the problem is resolved or the threat removed.
- T) Manage WILInet pursuant to the terms and conditions of this Agreement.

## 7. DUTIES AND RESPONSIBILITIES OF WILINET USERS

The WILInet User shall:

- A) Participate in the use and operation of WILInet under the terms and conditions of this Agreement and the Policies & Procedures adopted by the WILInet Users' Group.
- B) Take full responsibility for linking item information for WILInet User's holdings to bibliographic records in the database.
- C) Provide, maintain, and administer Local Area Network cabling, equipment, software, and associated devices within WILInet User's building to which WILInet is connected.
- D) Provide site preparation, access, and environmental conditions necessary for optimal security and functioning of network hosts provided by WCCLS.
- E) Insure that devices configured by WILInet User and accessing WILInet comply at all times with hardware and software requirements deemed necessary by WCCLS staff.
- F) Insure that all Hosts connected to WILInet shall be secured and supervised by library staff during use. Public users shall not use staff workstations.
- G) Insure that any Host or device connected to WILInet shall neither cause, nor have the potential to cause, any network disruption, security breach, nor other deleterious outcome.
- H) Obtain permission from WCCLS before attaching any new type of equipment to WILInet.
- I) Notify WCCLS in advance of adding workstations that will run software programs purchased by WCCLS and licensed for use at member libraries.
- J) Protect system equipment and software from abuse, theft or misuse, and assume financial responsibility for repairing or replacing damaged equipment.

- K) Be responsible for system security by limiting access to non-public accounts to trained, authorized staff and volunteers.
- L) Notify WCCLS of changes in services, including but not limited to acquisition of additional domain accounts, ILS accounts, workstations, email accounts, and deletion of said accounts.
- M) Provide an inventory of WILnet Hosts in WILnet User's facility and connected to the Public Communications Network as needed by the Broadband Users Group.
- N) Conduct an annual inventory of WILnet software licenses in use by the WILnet User as instructed by WCCLS staff. Report inventory results by the November WILnet Users' Group meeting.
- O) Keep records and statistics when required by WCCLS to document system performance.
- P) Pay costs incurred by WCCLS for non-standard reports as defined by the WILnet Users' Group and WCCLS.
- Q) Designate at least one person as the WCCLS contact concerning use of the system.
- R) Reimburse WCCLS on a quarterly basis for the cost of printing and mailing patron notices.

## 9. CONFIDENTIALITY OF DATA

The patron and circulation records in the WILnet database shall be deemed to be exempt from public disclosure pursuant to ORS 192.502(22). All parties agree that they will not disclose patron and circulation information. All parties also agree that only library staff and designated library volunteers shall have access to such records in the course of operating the system. All parties may use patron name and address information for library purposes as long as it is used in accordance with the WILnet Policies & Procedures.

## 10. COST ALLOCATION FORMULA

WILnet Users which are not signatories to the Public Library Services Agreement, chiefly Tuality Health Resource Center and Oregon College of Art and Craft, shall be responsible for ten percent of their share of the cost allocation on an annual basis. These WILnet Users shall be notified of WILnet operating costs by April 1 as determined by the cost allocation formula used in EXHIBIT A "Cost Allocation Formula". These WILnet Member Libraries shall receive an invoice from WCCLS by April 15 for the annual cost, which shall be paid by June 30.

## 11. ADMISSION OF NEW WILnet USERS WHICH ARE NOT SIGNATORIES TO THE PUBLIC LIBRARY SERVICES AGREEMENT

WCCLS shall have the option of admitting other libraries to WILnet provided that any necessary system modification shall be undertaken to insure WILnet's continued security and performance.

Admission of New WILnet Users shall require unanimous approval of present WILnet Users and the Cooperative Library Advisory Board. New WILnet Users will be assessed a share of WILnet operating costs for the first year of membership as determined by the Cooperative Library Advisory Board. The "Cost Allocation Formula" in Exhibit A would be applicable during the second year and thereafter.

## 12. DEFAULT

A) Each of the following shall constitute a default:

1. Material noncompliance with the terms of the Agreement;
2. Misuse of WILnet system operating software, hardware, or peripherals.

B) In the event of a default by a WILnet User or by WCCLS, WCCLS or the WILnet User, respectively, shall:

1. Advise the party in writing of the alleged default and any action required to cure the default;
2. Set forth a time by which the default must be cured, a minimum of thirty (30) days.

## 13. MATERIAL NONCOMPLIANCE

A) In the event a WILnet User shall be found to be in material noncompliance under the terms of this Agreement, WCCLS may, following written notice to the WILnet User:

1. Prohibit WILnet User from the use of the WILnet system;
2. Take any action to cure or stop the default;
3. Recover any costs, expenses or disbursements incurred by WCCLS to cure the default.

B) In the event of an emergency involving, but not limited to, system damage or the breach of security or confidentiality of the database, WCCLS may lock out the WILnet User from the system without notice.

## 14. TERMINATION

A) The County shall have the right to terminate this Agreement in its entirety or as to any individual WILnet User upon sixty (60) days written notice, if it determines, in good faith, through an open, public process, that:

1. The public interest would be served by such termination;
2. Adequate funds are not available.

B) Each WILnet User shall have the right to terminate this Agreement upon sixty (60) days written notice, if the WILnet User determines, in good faith, that the public interest in its jurisdiction or area of service would be served by such termination.

C) County and each WILnet User shall have the right to terminate this Agreement for a default by the other party that has not been cured.



- D) Upon termination of this Agreement as to any individual WILInet User, this Agreement shall continue to be effective as to the remaining parties.
- E) Upon termination, the WILInet User shall be responsible for payment of any costs, expenses, or disbursements incurred by WCCLS to remove or otherwise mask WILInet User's data from WILInet.

## 15. INSURANCE

- A) All parties to this Agreement shall maintain comprehensive general liability insurance or adequate reserves in a program of self-insurance covering personal injury and property damage for the WILInet Users, their employees and agents. The insurance coverage shall be for a minimum of \$200,000 per person, \$500,000 per occurrence and \$50,000 property damage. For WILInet Users who are not units of local government, certification of insurance shall be provided to WCCLS and all such insurance coverage shall name Washington County, its officers, employees and agents as additional insureds.
- B) The County shall maintain insurance adequate to cover the replacement of the central site equipment including but not limited to the central processing unit, uninterruptible power supply and communications equipment. The insurance coverage shall be for a minimum of \$600,000.
- C) WILInet Users shall maintain insurance adequate to cover the replacement of the telecommunications equipment owned by WCCLS and housed at WILInet User's site.

## 16. COMPLIANCE WITH APPLICABLE LAWS

Each party agrees to comply with all local, state, and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

- A) Equal Opportunity County Personnel Rules provide that County shall enter into contractual agreements only with Equal Opportunity Employers. Therefore, WILInet Users hereby agree that employees (and applicants for employment) shall not be discriminated against because of race, color, national origin, religion, physical or mental handicap, sex or age, except in the case of bona fide occupational qualifications as defined and provided by applicable federal or state law.
- B) Compliance with Applicable Provisions of ORS Chapter 279 WILInet Users which are community libraries further agree that they shall comply fully with all applicable provisions of ORS 279.310 through 279.430. These include: ORS 279.310, ORS 279.312 relating to payment of labor, materialmen, the Industrial Accident Fund and the Department of Revenue and prohibiting any lien or claim to be filed against County on account of labor or material furnished; ORS 279.314 authorizing County to pay said claims on behalf of WILInet User; ORS 279.316 relating to overtime and 279.320 relating to medical care. Said provisions are hereby incorporated by reference and the applicable terms contained therein shall be binding upon WILInet Users that are community libraries in the same manner as if they were fully set forth herein.

## 17. INDEMNIFICATION

Each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. If the indemnifying party is a unit of local government, such indemnification shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution.

## 18. DEBT LIMITATION

This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon appropriation of funds.

## 19. NO BENEFITS

No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

## 20. NOTICE

Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

## 21. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

## 22. CAPTIONS

Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the parties hereto.

## 23. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement unless the result of the holding is a failure of consideration of any party.

**24. AMENDMENT**

**This Agreement may only be amended in writing signed by all of the parties.**

**EXHIBIT A - Cost Allocation Formula (updated annually).**

**FOR THE WILINET USER:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**FOR WASHINGTON COUNTY:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Sr. Assistant County Counsel**

Exhibit A: Cost Allocation Formula

Automation Program Benefit Allocation  
FY 02-03

Expenditures	\$983,472	
	<u>Composite</u> <u>Percentage</u>	<u>Total Annual</u> <u>Cost Share</u>
Outreach	0.79	\$7,769
Banks	1.34	\$13,226
Beaverton	25.92	\$254,904
Cedar Mill	13.83	\$136,038
Cornelius	1.58	\$15,554
Forest Grove	6.67	\$65,595
Garden Home	1.43	\$14,060
Hillsboro/Tanasbourne/Books By Rail	25.28	\$248,655
OR College of Art & Craft	0.55	\$5,378
Sherwood	2.58	\$25,336
Tigard	10.55	\$103,708
Tualatin	5.85	\$57,574
Tuality Health Info. Resource Ctr.	0.30	\$2,950
West Slope	3.33	\$32,725
Total	100.00	\$983,472

Note: Shared Operating Cost is Actual  
Automation  
Expenditures FY 02-03 less  
cost recovery items (grant funds, peripherals and  
notices/postage).