

WCCLS Information Network Agreement

This WCCLS Network Agreement, hereafter referred to as "Agreement," is made by and between Washington County, a home rule subdivision of the State of Oregon hereinafter referred to as "County", by and through Washington County Cooperative Library Services, hereinafter referred to as "WCCLS," and the Cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard and Tualatin, Aloha Community Library Association, Cedar Mill Community Library Association, Garden Home Community Library Association, Tuality Healthcare and Oregon College of Art and Craft, hereinafter referred to as "Network Users." County and Network Users are collectively known as "the Parties."

WHEREAS the Parties originally entered into this Agreement in 1986 and the Agreement has had subsequent amendments and renewals including the last one entered into on July 11, 2011.

WHEREAS, the parties to this Agreement 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, the Parties desire to continue to provide residents of Washington County with access to public library services and can provide such access and services, and

WHEREAS, WCCLS has purchased and installed an integrated library system and operates and maintains a secure telecommunications network to facilitate connections between Network Users' libraries and to the Internet, and desires to make 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 that exists to coordinate, contract for or provide a full range of library and information services to all residents of the county.
- B) WCCLS Information Network - The system that includes: the shared integrated library system software (circulation, public access catalog, cataloging, serials control and acquisitions software); the WCCLS.org website and its resources; other databases and e-content provided by WCCLS for Network Users' library staff or public access; wireless Internet access for the public; central site hardware and software; software, hardware or peripheral products provided to Network Users' libraries and supported by WCCLS; and the telecommunications network linking Network Users to the system and for Internet access, hereinafter referred to as the "Network."

- C) Host – Any intelligent device connected to the Network that is addressable by a network/transport protocol. All workstations, network printers, routers, etc. are hosts.
- D) Broadband Users' Group – A membership organization through which WCCLS procures Internet and firewall network services.
- E) WCCLS Policy Group – The board established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Director.
- F) WCCLS Information Network Users' Group - A committee of the WCCLS Policy Group to advise WCCLS and the WCCLS Policy Group on the operation of the automated system as defined in the WCCLS Policy Group Bylaws.
- G) 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 distribution formula under which WCCLS makes payments to public libraries.
- H) WCCLS Executive Board – The board established to advise the Board of County Commissioners and the Cooperative Library Services Director on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long term governance and funding strategies.
- I) 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 Network User.

2. TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2016, through June 30, 2021, except as otherwise provided in Section 14 of this Agreement.

3. OWNERSHIP AND MANAGEMENT OF THE WCCLS INFORMATION NETWORK

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

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

4. SERVICE AVAILABILITY

- A) Network shall be available for use twenty-four (24) hours a day except for routine maintenance and when software, hardware, or telecommunications upgrades or changes necessitate making the system unavailable. WCCLS agrees to provide Network User with prior notice of Network downtime if it will affect library operations or business hours except for unexpected outages due to Network failure or other circumstances beyond the control of WCCLS. No liability shall be assumed by WCCLS if Network experiences downtime.
- B) WCCLS staff shall be available to support the Network and to answer questions about the Network from Network Users. No Network staff will be available on days that are official Washington County holidays.

The hours of service are as follows:

8:00 am – 9:00 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.

Staff will be available for emergency support from 6:00pm to 9:00pm Friday only.

5. DATA RECOVERY

WCCLS will duplicate at least daily all data maintained in the Network database. WCCLS will maintain back-up data on-site and off-site so that files can be reconstructed if a system malfunction occurs that requires restoring or rebuilding data files, in whole or in part. A minimum of one weekly back-up will be stored in a location physically apart from the site of the central system in case of major disaster at the central site. The purpose of the back-up is for emergency recovery is live data or the system is damaged or destroyed and is not for archival purposes.

6. DUTIES AND RESPONSIBILITIES OF WCCLS

WCCLS shall:

- A) Purchase all Network hardware, software, and telecommunications equipment; house such equipment in a suitable environment; and maintain said equipment in good operating condition.
- B) Purchase integrated library system client software licenses for Network Users and coordinate distribution of licenses.

- C) Provide, or contract for the provision of, maintenance of Network hardware, software, and the telecommunications equipment.
- D) Provide and maintain directory services to control access to the Network.
- E) Employ personnel needed to maintain and operate Network and staff a help desk for problem reporting and resolution.
- F) Provide a source of, and maintain for Network Users, MARC bibliographic cataloging records and authority records in the catalog. This includes monitoring and evaluating bibliographic services to maintain quality bibliographic records.
- G) Purchase, and coordinate licensing of, other software, applications or equipment to support Network services.
- H) Purchase item inventory tags, security tags and patron cards to be used by Network Users.
- I) Provide initial training and initial and on-going training materials to Network Users for WCCLS-provided software applications as documentation is provided by vendors.
- J) Provide documentation for the integrated library system as documentation is provided by vendors.
- K) Provide software updates to Network Users for software applications purchased by WCCLS and licensed for use at member libraries.
- L) Regularly review the operations of Network hardware, software and telecommunications, evaluate performance, and develop plans for modifications, upgrades and new services, as outlined in the WCCLS Long Range Plan.
- M) Monitor compliance with Policies & Procedures adopted by the WCCLS Policy Group and the Broadband Users' Group to coordinate orderly and secure use of the Network.
- N) Conduct an independent security audit of the Network and implement recommendations to maintain security and integrity.
- O) Take steps to maintain security, up to and including terminating a connection between one or more network Hosts that presents a problem or threatens security, integrity, or performance of the Network. WCCLS shall notify affected Network Users about an impending disconnection if time permits. Unless WCCLS determines that the problem or threat has resulted in a default under paragraph 11, WCCLS shall restore connectivity when the WCCLS staff determines that the problem is resolved or the threat removed.
- P) Provide and maintain library security gates (RFID enabled).
- Q) Manage the Network pursuant to the terms and conditions of this Agreement.

7. DUTIES AND RESPONSIBILITIES OF NETWORK USERS

Network Users shall:

- A) Participate in the use and operation of the Network under the terms and conditions of this Agreement and the Policies & Procedures adopted by the WCCLS Policy Group.
- B) Take full responsibility for linking item information for Network User's holdings to bibliographic records in the catalog and for meeting cataloging standards as outlined in the Policies & Procedures.
- C) Provide, maintain, and administer cabling, equipment, software, associated devices and Hosts within Network User's building that are connected to the Network. Network Users should meet ANSI/TIA-5568-C or ISO/IEC 11801(Ed2.2) standards when installing new data cabling.
- D) Provide site preparation, access, and environmental conditions necessary for optimal security and functioning of Hosts provided by WCCLS.
- E) Ensure that devices configured by Network User and accessing the Network comply at all times with hardware, software and security requirements deemed necessary by WCCLS staff. Network User shall use WCCLS directory services to access the Network.
- F) Ensure that all Hosts connected to the Network are secured and supervised by library staff during use. Network User shall not allow public users to use staff workstations.
- G) Ensure that any Host or device connected to the Network shall neither cause, nor have the potential to cause, any network disruption, security breach, nor other deleterious outcome.
- H) Obtain permission from WCCLS before attempting to attach any new equipment to the Network.
- I) Obtain permission from WCCLS before adding workstations that will run software applications purchased by WCCLS and licensed for use at Network Users' libraries.
- J) Protect Network 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, using individually-assigned user logon credentials, and following security protocols and procedures as directed by WCCLS to prevent unauthorized access. Examples may be password protection, encryption of sensitive information, or locking workstations when not in use.

- L) Notify WCCLS before requesting additional services, including but not limited to domain accounts, integrated library system staff or volunteer logon accounts, workstations, and staff email accounts.
- M) Notify WCCLS promptly to request that a logon or staff email account be deleted to maintain system security. For example, if a Network User terminates an employee, the Network User shall promptly request that the terminated employee be deleted.
- N) Provide an inventory of Network Hosts in Network User's facility and connected to the Public Communications Network as needed by WCCLS.
- O) Conduct an annual inventory of licenses in use by the Network User as instructed by WCCLS staff.
- P) Keep records and statistics when required by WCCLS to document system performance.
- Q) Designate at least one person as the WCCLS contact concerning use of the Network.

8. CONFIDENTIALITY OF DATA

The patron and circulation records in the catalog are exempt from public disclosure pursuant to ORS 192.502(23). Network Users agree that they will not disclose patron and circulation information or patron's use of library resources and services including, but not limited to, databases, e-content and wireless access. Network Users also agree that only library staff and designated library volunteers shall have access to such records in the course of operating the system. Network Users agree to forward to WCCLS all requests for confidential data from law enforcement or other requestors in accordance with established Policies and Procedures. Network Users may use patron name and address information for library purposes as long as it is used in accordance with established Policies & Procedures.

9. COST ALLOCATION FORMULA

On an annual basis, WCCLS shall calculate the Cost Allocation Formula (EXHIBIT A) based on measures of Network Users' use of the Network: integrated library system licenses, total circulation, number of titles, number of items, number of patrons, and volumes added in the fiscal year. WCCLS uses the Cost Allocation Formula to identify each Network User's percentage share of operational costs to maintain the Network if WCCLS funding ceases.

Network Users that 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 Network Users shall be notified of Network operating costs by April 1 as determined by the Cost Allocation Formula used in EXHIBIT A "Cost Allocation Formula". These Network Users shall receive an invoice from WCCLS by April 15 for the annual cost, which shall be paid by June 30.

10. ADMISSION OF NEW NETWORK USERS THAT ARE NOT SIGNATORIES TO THE PUBLIC LIBRARY SERVICES AGREEMENT

WCCLS may admit other libraries that are not signatories to the Public Library Services Agreement to the Network if WCCLS undertakes the necessary system modification to ensure continued security and performance. Admission of new Network Users shall require unanimous approval of present Network Users and the WCCLS Executive Board. New Network Users are assessed a share of operating costs for the first year of membership as determined by the WCCLS Executive Board. The "Cost Allocation Formula" in Exhibit A applies during and after the second year.

11. DEFAULT

A) Each of the following shall constitute a default:

1. Material noncompliance with the terms of the Agreement or any policies or procedures adopted pursuant to this agreement;
2. Misuse of any Network resources including, but not limited to, system operating software, hardware, or telecommunications.
3. Failure to maintain system security protocols or procedures as directed by WCCLS.

B) If a Network User or WCCLS defaults on the Agreement, WCCLS or the Network User or WCCLS, 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.

C) If a Network User fails to cure the alleged default after WCCLS notifies the Network User of the alleged default, WCCLS may, following written notice to the Network User:

1. Prohibit Network User from the use of the 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;
4. Terminate this Agreement as regards the defaulting Network User.

D) Notwithstanding subparagraph B, WCCLS may lock out a Network User from the system without notice in the event of an emergency involving, but not limited to, system damage or the breach of security or confidentiality of the database.

12. TERMINATION

A) County may terminate this Agreement in its entirety or as to any individual Network 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 Network User may terminate this Agreement upon sixty (60) days written notice, if the Network 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 Network User may 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 Network User, this Agreement between remaining Parties shall remain in effect.
- E) Except for termination under subparagraph A, the Network User shall be responsible for payment of any costs, expenses, or disbursements incurred by WCCLS to remove or otherwise mask Network User's data from the system on termination.

13. INSURANCE

- A) County and each Network User shall maintain comprehensive general liability insurance or adequate reserves in a program of self-insurance covering personal injury and property damage for the Network User, its employees and agents. The insurance coverage shall cover the minimum amount specified in ORS 30.271. For Network 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) WCCLS shall maintain insurance adequate to cover the replacement of the central site equipment including but not limited to central hardware, telecommunications equipment and uninterruptible power supply. The insurance coverage shall be for a minimum of \$600,000.
- C) Network Users shall maintain insurance adequate to cover the replacement of the telecommunications and security equipment owned by WCCLS and housed at Network User's site.

14. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall 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 Network User shall not discriminate against its employees (including applicants for employment) on the basis of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status except in case of bona fide occupational qualifications as defined and provided by applicable federal or state law. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement, in whole or in part, by County.

- B) Public Contracting Statutes ORS 279B.200 through 279B.240 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. The Contractor agrees to:
1. Make payment promptly, as due, to all persons supplying, to Contractor, labor or material for the performance of the work provided for in this Agreement;
 2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the Agreement;
 3. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this Agreement; and
 4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

15. 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 30.302, and the Oregon Constitution.

16. 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 therefor.

17. INDEPENDENT CONTRACTOR

Each party is an independent contractor with respect to each other party and has no control over the work performed by the other. No party is an agent or employer of another party. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

18. 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.

19. 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.

20. 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.

21. 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.

22. AMENDMENT

This Agreement may only be amended in writing and signed by all of the Parties.

FOR THE NETWORK USER:

Signature

Title

Date

FOR WASHINGTON COUNTY:

Signature

Title

Date

APPROVED AS TO FORM:

County Counsel