

**WALLA WALLA AREA LIBRARY NETWORK
(WALNET)
FISCAL AGENT LETTER OF AGREEMENT**

I. PURPOSE

The purpose of this Letter of Agreement is to define the services that the City of Walla Walla is to provide to WALNET as Fiscal agent for WALNET.

II. DURATION OF AGREEMENT

The term of this letter of agreement shall commence on July 1, 2001, shall continue for an initial term which ends on December 31, 2002, and shall continue thereafter until terminated as provided herein. This letter of agreement shall be deemed to be renewed and extended for terms of one (1) year each, unless one of the parties hereto shall notify the other party in writing of its intent not to renew this letter of agreement within one hundred twenty (120) days prior to the expiration of any term or extended term.

III. SERVICES TO BE PROVIDED

As Fiscal Agent for WALNET, the City of Walla Walla will provide the following services:

Finance Department support for all WALNET fiscal activity, included, but not limited to, accounting, purchasing, payment of bills, and billing in accordance with Chapter 43.88 Revised Code of Washington and the City Of Walla Walla Purchasing Manual.

The Fiscal Agent agrees to allow access to public records as governed by Chapter 42.17 Revised Code of Washington.

IN WITNESS HEREOF, the parties hereto caused this letter of agreement to be executed on this ~~19th~~ day of April, 2001

For the Walla Walla Area Library Network:

Martha Van Peet
Chair

April 19, 2001
Date

For Fiscal Agent:

[Signature]
4/19/01
Date

Approved/as to form:

[Signature]
Timothy Donaldson
City Attorney
4/19/01
Date

**WALLA WALLA AREA LIBRARY NETWORK
(WALNET)
INTERLOCAL COOPERATION AGREEMENT**

This amended agreement is made and entered into this 19 day of April, 2001, by and between the City of Walla Walla, the Washington State Community College District No. 20, the Walla Walla County Rural Library District, and the Walla Walla High School Library. This agreement is a modification and revision of any and all prior agreements and replaces any and all prior agreements.

I. WITNESSETH:

WHEREAS, each of the parties hereto:

Provides library services to the citizens of the State of Washington; and
Requires more efficient and effective mean of delivering library services; and
Have determined that such efficient and effective means can most economically and expeditiously be obtained through the joint efforts of the parties hereto;

AND WHEREAS, Chapter 39.34 Revised Code of Washington describes legislative intent regarding interagency agreement to provide better services to the citizens of the State of Washington; and

WHEREAS, all of the parties hereto this Agreement are public entities as permitted by Chapter 39.34 Revised Code of Washington and each of the parties has the power and authority to enter into this agreement by and through their governing bodies;

NOW, THEREFORE, pursuant to Chapter 39.34 Revised Code of Washington, the parties hereto do mutually agree as follows to establish the Walla Walla Area Library Network (WALNET) as a consortium.

I. DEFINITIONS

Agreement: Shall refer to this Interlocal Cooperation Agreement as amended and/or modified from time to time pursuant to the provisions herein.

WALNET: Shall refer to the Walla Walla Area Library Network and shall be synonymous with its governing board.

Member Library: Shall refer to a library which fully participates in the initial capital and annual maintenance costs of WALNET and exercises full membership on the Governing Board.

Customer Library: Shall refer to a library which uses WALNET by payment of a user fee but is not a member of the Governing Board.

System: Shall refer to the automated library system.

Fiscal Agent: Shall refer to the agency and/or organization which shall serve as the Fiscal Agent for WALNET as designated by the WALNET Governing Board.

Operating Agent: Shall refer to the agency and/or organization which shall serve as the operating agent for WALNET as designated by the WALNET Governing Board.

Vendor(s): Shall refer to those companies which have been contracted to provide a system and/or services or equipment to WALNET.

II. DECLARATION OF PURPOSE

The purpose of WALNET is to acquire, own, and operate an automated library system and to plan and implement other cooperative library services. WALNET shall be

responsible for the purchase and installation of a System, governance and operation of said System, establishment of the distribution of support for said System among Member Libraries, establishment of the criteria for new Member Libraries to join WALNET and current Member Libraries to withdraw from WALNET, determination of services to be available to Customer Libraries, planning for and implementation of improvements to the System, and planning for and implementation of other resource sharing activities, consistent with this agreement.

III. DURATION OF AGREEMENT

The Agreement shall be in full force commencing with the signing of the Agreement by the parties hereto. It shall remain in full force perpetually thereafter, unless modified or terminated by the Governing Board pursuant to the terms of this agreement.

IV. CONSORTIUM MEMBERSHIP

Membership in WALNET is limited to member public agencies/libraries who are signatories hereto and to other agencies and/or libraries which may join as Member Libraries or as Customer Libraries as provided for in this Agreement.

V. OWNERSHIP AND MANAGEMENT OF THE AUTOMATED LIBRARY SYSTEM

All central site hardware shall be owned or leased by WALNET or its designee(s). Conveyance of all property owned or leased by WALNET shall require the approval of the Governing Board.

All hardware and/or software purchased by WALNET shall remain the property of WALNET, regardless of its location and/or installation site.

The rights to all software that is part of the System reside with WALNET, subject to the terms and conditions of WALNET's agreement with the Vendor(s) of said System(s), except in the event of termination or modification pursuant to the terms of this Agreement.

WALNET shall designate a Fiscal Agent. The Fiscal Agent shall provide, subject to the direction of the Governing Board, the accounting services necessary to acquire and/or lease the System and to pay or prepay the supply and maintenance costs for the WALNET owned hardware and licensed software. WALNET may, at its option, handle maintenance payments for Member or Customer Library owned software. The Governing Board shall prepare a letter of agreement that specifically defines the services the Fiscal Agent shall provide. If the Fiscal Agent withdraws, the business office support for WALNET must be relocated within twelve (12) months. The allocation of relocation costs shall be the responsibility of the Governing Board.

WALNET shall designate an Operating Agent. The Operating Agent shall provide, subject to the direction of the Governing Board, suitable facilities, security for the central site hardware, and personnel necessary to house and operate the System. The Governing Board shall prepare a letter of agreement that specifically defines the services the Operating Agent shall provide. If the Operating Agent withdraws, the central site hardware must be relocated within twelve (12) months of receipt of the written notice by the Governing Board of the intentions to withdraw. The allocation of relocation costs shall be the responsibility of the Governing Board.

VI. SYSTEM MAINTENANCE AND AVAILABILITY

WALNET shall contract with suitable Vendor(s) for all maintenance of all System hardware and software.

The Operating Agent shall agree to allow access to the central site in accordance with the terms and conditions of the contract(s) with the System and maintenance Vendor(s).

The System shall be available for use by the Member and Customer Libraries on a schedule of hours agreed upon by the Governing Board. WALNET, through its contract(s) for hardware and software maintenance, shall ensure that the equipment is maintained in such a fashion as to provide for System access and response time in accordance with the specifications contained in the contract(s). It is understood that it may occasionally be necessary to temporarily suspend System availability because of operational and/or maintenance requirements.

VII. GOVERNING BOARD

WALNET shall be governed by a Governing Board, which shall be composed of the chief library officer of each Member Library and one other person employed by each Member Library who shall be designated by the chief library officer of the Member Library. Each Governing Board member shall have one vote. It is recommended that the designated person be the library officer responsible for cataloging and bibliographic input to the WALNET database by each of the Member Libraries. All decisions by the Governing Board shall be decided by a two-thirds (2/3) affirmative vote of a quorum of the Governing Board. A quorum is a simple majority of the members of the Governing Board. Each Governing Board member, or an individual designated by a Governing

Board member to attend meetings and to vote, shall have the right and must be present to vote.

The Governing Board shall meet and organize by the election of such officers as they deem necessary, including but not limited to a Chairperson. The Governing Board shall adopt bylaws, rules, and regulations for their own guidance and for the operation of the WALNET System as they deem expedient provided that such bylaws, rules and regulations shall be consistent with this agreement. The Governing Board shall establish and maintain a budget for the operation of the WALNET System. The mailing address of WALNET shall be the address of the Chairperson of the Governing Board. Special meetings of the Governing Board may be called by the Chairperson or by a simple majority of the Governing Board, upon at least twenty-four [24] hours notice to all Governing Board members.

VIII. WITHDRAWAL AND DISSOLUTION

Any Member Library may withdraw from WALNET upon receipt by the Governing Board of a written notice of intention to withdraw. Such written notice must be received by the Governing Board at least one (1) year in advance of withdrawal. Any Member Library which withdraws according to the terms and conditions set forth in the Agreement shall receive a copy of its patrons and materials records and its current transactions records for the cost of the computer run and the tape used. Provision of transaction records will be subject to the capability of the Vendor(s)' system. Any Member Library which withdraws shall not be entitled to reimbursement for any portion of its initial capital investment, subsequent payments or annual maintenance payments.

Any Customer Library may withdraw from WALNET upon receipt by the Governing Board of a written notice of intention to withdraw. Such written notice must

be received by the Governing Board at least ninety (90) days in advance of withdrawal. Any Customer Library which withdraws shall not receive patrons or materials records or transaction records from the System.

The Governing Board may at any time decide to dissolve WALNET upon a two-thirds (2/3) affirmative vote of the entire membership of the Governing Board. All equipment owned by WALNET shall be disposed of in a manner to be determined by the Governing Board upon a two-thirds (2/3) affirmative vote of the entire membership of the Governing Board.

IX. CONFIDENTIALITY OF DATA

The circulation and patron records of the Member Libraries are to be considered CONFIDENTIAL regardless of the source of inquiry. Employees of Member Libraries shall have access to such records to provide for the orderly operations of each Member Library. Other disclosure of circulation and patron records shall be governed by Chapter 42.17 Revised Code of Washington.

Upon receipt of process, order, or subpoena regarding WALNET and/or related records, consultation shall be made with the Member Library's legal officer to determine if such process, order, or subpoena is in good form. If defects are noted, insistence shall be made that such defects be cured before any records be released. The legal process requiring the production of records shall ordinarily be in the form of subpoena duces tecum, requiring an employee of the member library to attend court or a deposition and may require the employee to bring along designated circulation or patron records. The Governing Board, after consultation with appropriate legal counsel, may release records without process, order, or subpoena, if in its judgment, a condition of grave emergency exists which can be remedied by the release of such records. Any problems or conditions

relating to the privacy of circulation and patron records which are not provided for in this Agreement shall be referred to the WALNET Chairperson and to the Director of the applicable Member Library for resolution.

X. COST ALLOCATION

Annual Operations Costs: Each of the Member Libraries shall pay a share of the costs of operating the central site, including, but not limited to, maintenance of hardware, software, telephone costs, supplies, and personnel. Each Member Library's share of the costs shall be determined by the Governing Board by formula which shall be reviewed annually by the Governing Board.

Other Costs: All other costs, including, but not limited to, the purchase and maintenance costs of hardware to be located in the various service centers operated by the Member or Customer Libraries, telephone line charges, the purchase and maintenance of telecommunications hardware used by the respective Member or Customer Libraries, and supplies to be located at or consumed by the various service centers of the member or Customer Libraries shall be borne by the respective Member or Customer Libraries.

Use Fees: Each of the Customer Libraries shall pay a fee for use of the system as set by the Governing Board.

Fiscal Year: The fiscal year of WALNET shall be as determined by the Governing Board.

Payment: The Fiscal Agent shall receive and pay or prepay all WALNET bills for goods, services, equipment, and System maintenance. The Fiscal Agent shall in turn bill each Member or Customer Library for its share of such costs. In the event a Member or Customer Library fails to pay such bills in accordance with the requirements set by this Agreement or by the Governing Board and thirty (30) days after written notice of said

failure to pay is provided to the Member or Customer Library, then the Governing Board may suspend automated library services to said library. Vendor penalties for late payments which are caused by a Member or Customer Library shall be the responsibility of that Member Customer Library and shall be sent by written notice to that member or Customer Library.

Disbursement of Funds: The Governing Board shall adopt an annual budget and shall designate and authorize the Operating Agent and the Fiscal Agent to administer that budget. Unbudgeted expenditures not contained in the budget shall require approval of the Governing Board, making sure that funds are available.

XI. CONTRACTS

The contract(s) with the Vendor(s) of the System shall be between WALNET and the Vendor(s). The Chairperson is the signing authority and shall sign all contracts on behalf of WALNET. The parties hereto agree that the provisions of this Agreement shall take precedence over any contracts that may exist between the parties hereto as separate entities and that Vendor.

Contract(s) with other libraries and other library consortia shall be between WALNET and the other library or consortia.

XII. RESPONSIBILITIES OF MEMBER AND CUSTOMER LIBRARIES

Libraries shall provide WALNET and the Vendor(s) with access to and use of all information and facilities determined necessary by WALNET and the Vendor(s) to provide hardware and software support services.

Libraries shall maintain the operating system procedures needed for the reconstruction of lost or altered files, data, or programs.

Libraries shall follow routine procedures specified in the Vendor(s)' and WALNET's operating manuals for the WALNET System.

Libraries are responsible for the safeguarding of proprietary, confidential and classified information.

Libraries shall provide and maintain telecommunications services necessary to operate the WALNET system.

Libraries shall provide WALNET with written notice thirty (30) days prior to any change in the System hardware and software from the configuration originally approved by WALNET and the Vendor(s).

Libraries shall pay an allocated share of the initial costs and the annual operations costs of the WALNET System.

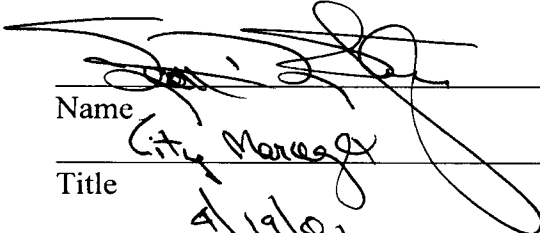
The primary contact person for each Member or Customer Library shall be the Library Director.

XIII. AMENDMENTS

No modification, amendment or revision of this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement through their authorized and appropriate officials the day and year first above written in Walla Walla County, Washington.

For the City of Walla Walla



Name
City Manager

Title
9/19/01

Date

For the Washington State Community College District No. 20

Steve L.V. Quadd

Name

President

Title

April 17, 2001

Date

For the Walla Walla County Rural Library District

Mary Grant Tompkins

Name

chair

Title

April 13, 2001

Date

For the Walla Walla High School Library

Jenise M. Barton

Name

Director, Technology & Library Media

Title

12 April 2001

Date

Approved as to form

Tom Dorn

City Attorney

4/19/01

Date

Attest to by the City Clerk

Lammy D. Hill

City Clerk

4/19/01

Date