JOINT COOPERATION AGREEMENT
BETWEEN
SAINT MARTIN'S COLLEGE LIBRARY
THE EVERGREEN STATE COLLEGE LIBRARY
WASHINGTON STATE LIBRARY

(All hereinafter referred to as "the Libraries")

WHEREAS, each of the Libraries currently provides library service to customers of all three named institutions;

WHEREAS, each of the Libraries requires more efficient and effective means of delivering library services to all of its customers;

WHEREAS, the Libraries have determined that such efficient and effective means can most economically and expeditiously be obtained through the joint efforts of the Libraries;

NOW, THEREFORE, the Libraries do mutually agree as follows:

PART 1

DECLARATION OF PURPOSE

The purpose of this agreement is to exchange for consideration the use of assets and the operation of an automated, integrated library system and to coordinate such services as can best be provided jointly among the Libraries. Actual ownership of assets will remain separate with the respective Libraries. Assets and operations that will be subject to shared use will be identified in Exhibit B. Such contributions, which shall be reasonably equal in value among the Libraries, may include, but are not limited to, computer hardware, computer software and other resources, as well as, related services. Libraries will agree to allocation of maintenance expenses as specified in Exhibit A.

Cooperative activities under this agreement will be known as the Cooperating Libraries in Olympia, or CLIO project.

PART 2

TERM OF AGREEMENT

This Agreement shall commence in full force upon the signing of all Libraries and continue through June 30, 1999, and for one year periods thereafter unless modified by mutual agreement by the Libraries. The Libraries shall meet at least annually to consider cost allocation formulae and any other revisions in the Agreement that are deemed appropriate.

PART 3

COORDINATING COUNCIL

The three Libraries shall constitute a Coordinating Council, and shall be represented by the Library Directors of the institutions. The purpose of the Coordinating Council is to consult with individual Libraries regarding the development of services which may be offered to each Library and to consult with each other regarding the purchase of equipment and software.

Each Library Director may designate an alternate to act as their representative in their absence.

PART 4

PURCHASE, OWNERSHIP AND MANAGEMENT OF THE AUTOMATED SYSTEM

All central site hardware, including the CPU, console, disk drives, tape drive(s), line printer, and associated instruments, and any furniture and equipment used by the Libraries shall be owned or leased by the individual Libraries and remain their sole property. The Libraries agree to consult one another prior to the purchase or lease of new components. However, other Libraries are not bound, legally or financially, for such purchases or lease agreements without their specific written consent.

All CRT terminals, work stations, optical input devices, telecommunications equipment, sidekick printers, portable terminals, and any other hardware that is located in the various service locations operated by the individual Libraries shall also be separately owned or leased by the Libraries.

The rights to all software that is part of the automated system resides with the Library who contracted with the vendor of said system and/or software.

The Libraries hereby designate The Evergreen State College [TESC] as the administrative agent for this agreement with responsibility for supervision of employees and for day to day operations. TESC also shall provide, subject to the advice of the Libraries, the facilities, personnel, and accounting services necessary to support operation of the shared system.

The administrative costs for these services by TESC shall be part of the operating costs allocated to the Libraries by formulae referred to in Exhibit A. Budgets will be developed for each fiscal year (July 1 through June 30) and all parties will jointly approve budgeted expenses, as outlined in Part 6.

TESC agrees to provide suitable space and security for the central site hardware. The Libraries shall reimburse TESC for direct and indirect costs as outlined in Exhibit A.

PART 5

COST ALLOCATION

Reimbursement for the maintenance, operation and insurance of the central computing system housed at TESC shall be based on the distribution of costs outlined in Exhibit A. The identification of TESC's annual operating expenses, and the allocation of these expenses, will be reviewed and agreed upon by the Coordinating Council on an annual basis.

All other costs, including purchase and maintenance costs of hardware to be located in the various service centers operated by the Libraries, software, network line charges, purchase and maintenance of telecommunications hardware used by the respective Libraries, and supplies to be located at and consumed by the various service centers of the Libraries shall be borne by the respective Libraries.

The contract(s) with the vendor(s) of the automated system(s) shall be between individual Libraries and the vendor(s), unless otherwise agreed to by and between the Libraries. The Libraries may, in order to receive more advantageous prices, and subject to purchasing regulations, elect to buy certain supplies jointly.

PART 6

STAFF SUPPORT

As the administrative agent, TESC shall provide for the services of a system manager and other personnel as determined necessary. TESC shall make personnel decisions, such as decisions to hire, terminate or discipline, in consultation with the other Libraries.

PART 7

SYSTEM MAINTENANCE

The individual Libraries shall contract with the suitable vendors for maintenance of all central site hardware and systems and application software associated with the automated system. Agreements to share maintenance costs are specified in Exhibit A. Maintenance of Library-owned data communications equipment and of other Library-owned peripheral devices shall be the responsibility of the individual Library. Nothing in Part 7 shall be deemed to waive TESC's duty of reasonable care for space and security as provided in Part 8.

PART 8

SERVICE AVAILABILITY

The automated system shall be available for use by the Libraries for circulation and other transactions on a schedule of hours agreed upon by the Libraries. Equipment is to be maintained in such a fashion as to provide for down time and response time in accordance with the specifications contained in the contract(s) with the vendor(s). TESC assumes no responsibility for service availability except as is specifically defined in this Agreement. It is understood that it may occasionally be necessary to suspend temporarily the system's availability because of operational or maintenance requirements.

PART 9

WITHDRAWAL

Any Library may withdraw from this Agreement with written notice of intention to withdraw. Such notice must be given at least 365 days in advance of withdrawal, unless another time period is mutually agreed upon by all the Libraries. Any Library who withdraws according to the terms and conditions set forth in this Agreement shall receive a copy of its borrower file, item file and any other library-created files for the cost of the computer run and supplies used. If TESC withdraws, the central site hardware must be relocated within 12 months of receipt of the notice of intention to withdraw.

PART 10

RIGHTS TO DATA FILES

Each Library retains the exclusive right to duplicate and reuse for other purposes the data files and records it has contributed to the automated system. Copies of the data files and records required by any member shall be provided by TESC, as administrative agent, for the cost of the computer run and supplies used.

PART 11

CONFIDENTIALITY OF DATA

The Libraries hold that the privacy of the individual library user is crucial to the continuation of a democratic society. Therefore, library records which disclose, or which could be used to disclose, the identity of a library user are confidential regardless of the source of inquiry, and shall be exempt from public inspection and copying as provided for in RCW 42.17.310. Employees of the Libraries shall have access to such records to provide for the

orderly operations of each Library; however, except as provided below, such records shall not be made available to any other individual or agency.

If an outside individual or agency makes an inquiry for personally identifiable library records in the form of such process, order, or subpoena provided for in the law, then **LIBRARY(S) OF ORIGIN FOR THE LIBRARY USER RECORD** shall take the lead in dealing with the inquiry. Authority to release information as to the existence or content of such library records rests with the individual Libraries, who may or may not grant access to their own, and only their own, records pursuant to such process, order, or subpoena as may be authorized by law.

At some time after receipt of such process, order, or subpoena, and before any disclosure of any personally identifiable record occurs, all Libraries and appropriate legal counsel shall be notified.

PART 12

DISPUTES

Disputes as to the interpretation of this Agreement shall be resolved by the Coordinating Council.

PART 13

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

Dated:
Saint Martin's College

By _David Spangler_
Dr. David Spangler
President

Dated:
The Evergreen State College

By _Jane Jervis_
Dr. Jane Jervis
President

By _Ruta Fanning_
Ruta Fanning
Vice-President for Finance
and Administration

Dated:
Washington State Library

By _Nancy Zussy_
Nancy Zussy
State Librarian

Approved as to form:

College Counsel 2/04/97

Janet Frickelton
AAG   2/21/97

Jean M. Wilkinson
AAG   2-24-97

5

EXHIBIT A

DISTRIBUTION OF OPERATIONAL COSTS

A. The following costs are not affected by the level of use of the system by the respective Libraries and are divided equally among the Libraries:

1. Salaries and benefits for TESC staff;

2. Maintenance on application software modules used by all Libraries;

3. Maintenance on operating system software;

4. Maintenance on the system's tape drive;

5. Subscriber charges and maintenance of dial-in telephone lines and modems used by maintenance contractors and TESC staff for system related activities;

6. TESC staff travel for system related activities;

7. Other miscellaneous goods and services including insurance, telephone charges, office supplies, institutional memberships and staff development activities.

8. The Libraries agree to reimburse TESC at the rate of 17.9%, computed against direct costs, excluding costs of hardware and software acquisition and maintenance, in compensation for the following indirect costs: space rental, routine utilities and custodial service, Office of Employee Relations support in hiring and evaluating System Manager, and Business Office accounting support.

B. The following costs are easily identifiable as arising from the independent activities of the Libraries and are therefore not divided equally among the Libraries, but are assigned to the appropriate Library(s) on an item-by-item basis:

1. Maintenance of central processor ports;

2. Maintenance of application software modules that are not used by all Libraries;

3. Subscriber charges and maintenance of dial-in telephone lines and modems used by the staff and/or users of only one Library;

4. Maintenance of peripheral equipment individually owned by the Libraries such as terminals, scanners, and data communications equipment;

5. Supplies and equipment purchased for the use of only one Library.

C. The following costs are affected by the level of use among the Libraries and are divided using certain formulae intended to insure that the resulting cost shares are congruent with the use of the system by the respective Libraries:

1. Maintenance of central processing units: Costs for CPU maintenance are divided based upon the number and type of user terminals each Library has connected to the automated system.

2. Maintenance of central site disk storage equipment: Costs for disk drive maintenance are divided proportionally to relevant statistical factors, such as each Library's number of titles held or total annual circulation.

3. Maintenance of central site printer: Because the principal use of the central site printers is the production of user notices, costs for printer maintenance are divided in proportion to each Library's annual circulation.

4. Bibliographic data base updates: Costs for data base updates are divided based on each Library's number of titles held.

EXHIBIT B

CONTRIBUTION OF SHARED RESOURCES

Use of the hardware and software assets listed below is to be shared among the Libraries. In each case, the listed assets are and remain the property of the contributing Library(s).

Value of the assets jointly contributed by The Evergreen State College and the Washington State Library shall be no more than $305,000.

Value of the assets contributed by Saint Martin's College shall be no more than $152,500.

Assets contributed by THE EVERGREEN STATE COLLEGE and the WASHINGTON STATE LIBRARY

Assets contributed by SAINT MARTIN'S COLLEGE

HARDWARE:

Digital Alphaserver 4/200 as configured at commencement of this agreement

HARDWARE:

To be determined

SOFTWARE LICENSED FROM INNOVATIVE INTERFACES, INC.:

Database maintenance and report writer
INNOPAC file transfer software
Authority control
Batch WLN interface
Online log of load transactions
Additional batch of records online
Scoping
Program to sort holdings locations
Sychronized locations in biblio records
Two SCAT tables
Online Public Access Catalog
Gateway
Z39.50 client and server
Community information database
Export/create bibliographies
Circulation
Reserve book room
Inventory control
Materials booking
Output to bursar
Software installation services

SOFTWARE LICENSED FROM INNOVATIVE INTERFACES, INC.:

Additional database load table
Scoping by material type
Rotated subject index
Additional review files
WWW-HTTP server software
Graphical user interface for cataloging
Graphical user interface for circulation
Serials control
SISAC serials check-in
Serials claiming
Serials electronic claiming
Serials binding
Graphical user interface for serials control
Acquisition control
Acquisitions electronic ordering
Acquisitions electronic serials invoices
Acquisitions Books in Print interface
Graphical interface for acquisitions control
Software installation services