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JOSEPHINE VELTRI
COUNTY CLERK

DEPUTY

BEFORE THE BOARD OF COMMISSIONERS

FOR TILLAMOOK COUNTY, OREGON

In the matter of an Ordinance)	
Approving and Ratifying an)	ORDINANCE # <u>45</u>
Intergovernmental Entity Known)	
as The Coastal Resource Sharing)	
Network)	

WHEREAS, the County of Tillamook has heretofore approved an Intergovernmental Cooperation Agreement for Shared Information and Library Services, pursuant to which the City of Newport, the County of Tillamook, the City of Lincoln City, the City of Toledo and other units of government will establish a governmental entity under the provisions of **ORS Chapter 190**, to be known and referred to as the "**Coastal Resource Sharing Network**", and,

WHEREAS, **ORS 190.085** requires the ratification of such an agreement by ordinance,

NOW, THEREFORE, THE COUNTY OF TILLAMOOK ORDAINS as follows:

Section 1. It is the intent of the County of Tillamook to create, and join in the creation of, an intergovernmental entity by intergovernmental agreement. A copy of the Intergovernmental Cooperation Agreement for Sharing Information and Library Services, pursuant to which such entity is formed and shall be governed, is attached hereto and incorporated herein.

Section 2. The intergovernmental agreement shall be effective as soon as same has been ratified by ordinance by each of the cities of Newport, Lincoln City and Toledo and by the County of Tillamook.

Section 3. The intergovernmental entity is created for the public purposes set forth in the agreement, including, but not limited to, the provision of enhanced library services to the inhabitants and patrons of each of the cities, counties and other governmental bodies which are parties to the agreement.

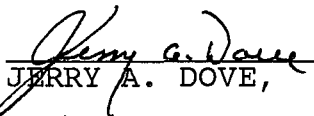
Section 4. The governmental entity shall have the powers, duties and functions as set forth in the said Intergovernmental Agreement as of the date the agreement was executed.

Section 5. The parties shall file with the Secretary of State copies of this ordinance as required by ORS 190.085, together with a statement containing the name of the intergovernmental entity created, the parties to the agreement, the purpose of the agreement and the effective date of the agreement.

Section 6. This ordinance being necessary for the immediate preservation of public peace, health and safety, an emergency is declared to exist, and this ordinance shall, therefore, take effect immediately upon its execution by the Tillamook County Board of Commissioners.

DATED this 15th day of ^{July} ~~June~~, 1992.

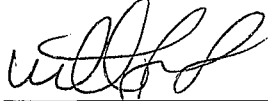
**THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON**


JERRY A. DOVE, Chairman

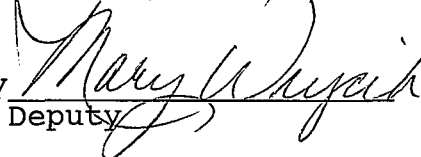

IDA A. LANE, Vice-Chairman


KENNETH M. BURDICK, Commissioner

APPROVED AS TO FORM:


WILLIAM K. SARGENT
County Counsel

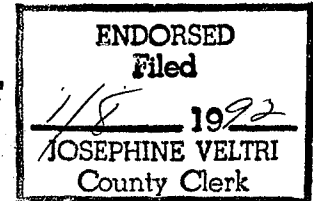
ATTESTED BY:
JO VELTRI, COUNTY CLERK

By 
Deputy

INTERGOVERNMENTAL COOPERATION AGREEMENT

FOR

SHARED INFORMATION AND LIBRARY SERVICES



3:59 PM
[Signature]

#1969

THIS AGREEMENT, made and dated this 11th day of December, 1991, by and between the City of Newport, the County of Tillamook, the City of Lincoln City, the City of Toledo and the Tillamook County School District UH-3J aka Nestucca Union High School, hereinafter referred to as "Parties" or "Members,"

W I T N E S S E T H:

1. PREAMBLE.

Parties to this Agreement are governmental bodies which operate and maintain libraries and provide library services. The parties have determined that it would be of benefit to the persons within the territorial limits of each such governmental body to have available a computerized system to maintain a record and inventory of the books and other materials of the libraries operated by each party, circulation data and other information, and to be able to share the books and other materials of each party with the other parties hereto, and with other Libraries contracting to do so. The parties have applied for and have received the award of a grant in aid through the Oregon State Library, being a Library Services and Construction Act Grant, in the approximate sum of \$215,000.00, to partially fund the design, purchase and implementation of a computer system with terminals at the facility of each party. A portion of said grant is allocable

to the Neskowin Valley School, which is not a party hereto but is contemplated to be a contract user of the system, and a Network Participant, and the remainder of said grant is allocable to the parties to this agreement. A copy of the grant application and of the notification of grant award are attached hereto and made a part of this Agreement.

The parties have made arrangements for the services of a consultant and will be entering into a contract for the purchase and implementation of a computer system and telecommunications network. The total initial cost is estimated to be in the sum of \$ 350,000 of which approximately \$ 215,000 will be paid by the aforementioned grant and \$ 135,000 shall be paid by the parties to this Agreement, as hereafter set forth, and by others who are not parties who are expected to contract for services with the Network. Such costs include consulting services, setup and installation charges, hardware, software and training for the system.

The parties to this Agreement constitute a governmental entity under the provisions of ORS Chapter 190, collectively to be known and referred to as the "Coastal Resource Sharing Network," hereafter referred to as the "Network."

In addition to the materials and services provided by the Network, members may be required to provide space, additional equipment and services in connection with the operation of the system.

Inasmuch as the shared information system is implemented for the purpose of allowing the reciprocal lending of books and materials, members of the Network likewise agree to loan such materials to other Network Participants without charge, but otherwise subject to each member's established inter-library loan policies, to the extent such policies are consistent with Network policies.

2. **TERM.**

This Agreement, and the rights, responsibilities and obligations of the parties hereunder, shall run for a period from the date of execution hereof to and including June 30, 1992. Upon the expiration of the initial one year and each renewal term, this Agreement shall automatically be extended for continuing periods of one year each, corresponding to a fiscal year of July 1 to June 30, commencing immediately upon expiration of the prior term provided, however, that any party may withdraw from the Network as of the expiration date of the initial or any renewal term upon written notice not less than six months prior to such expiration.

3. **MEMBERSHIP.**

The initial parties to this Agreement shall be such of those named above as shall execute this Agreement, or a counterpart hereof, on or before December 15, 1991, and may be referred to as "Members" or "Parties." Other governmental bodies may thereafter be admitted from time to time, upon majority vote,

of the Intergovernmental Council and on such conditions and subject to such requirements as may be imposed as a condition of such admission by the Council. It is contemplated that, upon such admission, any new party to this Agreement would be required to pay a portion of the cost of the system as may appear equitable, a pro rata share of the operating costs for the remainder of the fiscal year in which such party is admitted, and would be subject to such other terms, conditions and provisions agreed upon (including voting rights) as the Council may deem appropriate. All parties shall be members and Network Participants, but other users, as mentioned in Section 8, hereafter, are also Network Participants.

4. ALLOCATION OF COSTS.

The parties acknowledge that there is substantial disparity in the size and resources of the parties to this Agreement. Therefore, the parties shall allocate costs based on the circulation and number of terminals of each member.

Initially, the cost allocation share of each party shall be expressed as a percentage of the total of the costs to be borne by the parties to this Agreement (which may be only a portion of the total costs of the Network, inasmuch as other users may bear a portion of the Network cost). The percentage share of each party shall be the average of such party's share of the system terminals expressed as a percentage and such party's share of the total system circulation expressed as a percentage. The term "share of

the system terminals" shall mean the number of terminals connected to the system by or for such party, whether supplied by the Network or by the party. The circulation component of the initial allocation shall be based upon the circulation figures set forth in the Directory and Statistics of Oregon Libraries published by the Oregon State Library in January of 1991, compiled for the fiscal year commencing July 1, 1989 and ending June 30, 1990. Attached hereto and by this reference made a part hereof is Exhibit A, setting forth the circulation of each party, the total circulation, the number of terminals of each party, the total number of terminals, and the applicable percentages. If not all of the governmental bodies listed shall execute this Agreement and become a party hereto, the percentages shall be adjusted based on the circulation and terminals of those who do become parties.

Inasmuch as the circulation figures for two of the members (the school districts) are not reported through the Oregon State Library, the circulation figures used for the school districts shall be based on their own circulation records for the same time period.

Such cost allocations shall be redetermined on the same basis for each renewal term (fiscal year) of this Agreement, until and unless the parties shall otherwise agree. Such redetermination shall be effective as of the commencement of each renewal term (July 1) and remain in effect to and including the last day of such renewal term (June 30). To assist the parties in their

budgeting activity, it is agreed that the Network shall make such determination within 30 days after the circulation figures are published by the Oregon State Library (which are normally published in January), so that in January or February of each year a redetermination shall be made, based on circulation figures for the (preceding) fiscal year ending on the 30th day of the preceding June, to be used for the (next) fiscal year commencing on the 1st day of the following July.

In the event that any party shall be admitted to this Agreement (the Network) during a fiscal year, as part of the conditions for admission, the parties shall determine the pro rata contribution required of such new party for operation for the remainder of the then-current fiscal year, so that no redetermination of the cost allocation shall be required for the fiscal year of admission. If such member is admitted after the cost allocation for the following fiscal year has been determined for the following fiscal year, such cost allocation shall be redetermined, based on the allocation of a share of the costs to the newly admitted member, thereby reducing the share of the other members.

5. PERSONNEL.

It is not anticipated that the Network shall itself retain any employees, and each member of the Network will provide, through the use of its own personnel, such services as may be

required for the operation of the Network. This shall not preclude, however, the retention of independent contractors for accounting, budgeting, auditing, legal or similar services, nor preclude reimbursement to parties for services provided by employees of such party to the Network. In addition, upon a unanimous vote, the Network may retain temporary or permanent employees, on a part-time or a full-time basis.

6. ORGANIZATION.

Supervision, governance and management of the Network shall be exercised by the Intergovernmental Council. The Intergovernmental Council shall consist of duly authorized representatives of the parties, as hereafter provided. Each such representative shall have one vote. Unless the Network shall approve the employment of a manager, the Intergovernmental Council may appoint an employee or official of one of the parties to serve as Executive Coordinator, to carry out such administrative duties as may be mutually agreed upon, who may or may not also serve as Chairperson. The Intergovernmental Council shall meet periodically, at least quarterly, and shall establish a regular meeting date. The Intergovernmental Council also from time to time may conduct special meetings upon the request of the chairperson, the secretary, or any two representatives to the Council upon such notice as is provided for under the requirements of ORS Chapter 192. Meetings shall be governed by Roberts' Revised Rules of Order except as otherwise provided by law, or by

the provisions of this Agreement or resolution of the Intergovernmental Council.

Initially, members of the Intergovernmental Council shall be established as follows: Tillamook County shall have two such representatives; the cities of Newport, Lincoln City and Toledo shall have one representative; ~~the Neah-Kah-Nie School District 56~~ and the Tillamook County School District UH-3J shall ~~conjointly~~ have one ~~shared~~ representative, ~~to be selected by their mutual agreement.~~

Whenever this Agreement shall refer to determination of any matter by vote, the same refers to a vote of the representatives to the Council, unless otherwise expressly provided.

Upon the admission of a new member (party to this Agreement), such party shall have such representation as may be agreed upon by a majority of the Intergovernmental Council provided, however, that the number of representatives allocated to existing parties shall not thereby be diminished, except and unless by process of amendment of this Agreement, as provided in Section 15.

7. OFFICERS.

The Intergovernmental Council shall, at its first meeting in July of each year, elect from its own number a Chairperson, Vice Chairperson, Secretary and Treasurer. Any person may hold more than one office. The Chairperson shall preside over the meetings of the Intergovernmental Council and shall see that orders and resolutions of the Council are carried into effect.

The Chairperson shall have authority to execute contracts and other documents and instruments as are approved by the Council. The Vice Chairperson shall act as Chairperson in the absence of the Chairperson. The Secretary shall attend all sessions of the Council and shall cause the minutes of all proceedings to be recorded in a book to be kept for that purpose and shall cause notices of meetings to be given as appropriate. Notice and a proposed agenda shall be sent to each representative and to each party to this agreement, at least seven (7) days prior to each meeting (however, business shall not be limited to items set forth in the notice, except as otherwise expressly provided). The funds of the Network may be held in a bank account of the Network, or may be held in trust for the Network by the treasurer of one or more of the governmental bodies which are parties hereto. Such funds may be disbursed upon the joint signature of the Treasurer and one other officer of the Network or, in the absence of the Treasurer, any two officers of the Network. If required by the Council, the Treasurer or any other officer shall give a bond in such sum and with such surety or sureties as the Intergovernmental Council shall deem appropriate.

8. OTHER USERS.

Although only governmental bodies may be parties to this Intergovernmental Agreement, other entities maintaining similar library services (such as a private school) may be allowed to enter into an agreement to utilize and participate in the services

of the Network, upon such terms as the Intergovernmental Council shall approve. Such users shall have no vote nor representation in the Council, but shall be allowed to attend the meetings of the Council and to be heard on matters of concern to such users.

Those other users as have been permitted to establish access to the system by means of a dedicated telecommunications line shall also be considered Network Participants and may participate in the Users' Group as hereafter mentioned.

9. USERS' GROUP.

The Network shall also establish a Users' Group to meet on a regular basis, at least four times a year, to serve as an advisory board to the Intergovernmental Council. The Users' Group shall consist of one representative from each Network Participant. Representatives of the Users' Group shall have the right to be heard by the Intergovernmental Council upon request.

10. BENEFITS AND LIABILITIES.

It is not intended that the Network shall act for profit, and the benefits accruing to the parties hereto are considered to be the benefit of the services provided. It is not anticipated that there shall be any revenues available for distribution to the parties. However, if upon termination of this Network there shall be on hand net assets in excess of all liabilities, including those which are liquidated or contingent, such assets shall be distributed to the members of the Network in the same proportion as each such member shall bear responsibility

for the costs of the Network. However, members withdrawing or expelled prior to final termination and general liquidation shall receive no share of the Network assets.

11. **LIABILITY INSURANCE.**

The Network shall maintain a policy of public liability insurance in such amounts as shall be approved by the Intergovernmental Council, but in an amount not less than limits of tort claims against governmental bodies under the provisions of the Oregon Tort Claims Act. In the event that any claim shall be asserted against any party hereto, acting on behalf of the Network, on account of any wrongful act, to the extent that the same shall not be indemnified by a policy of insurance, the Network shall bear the costs of defense and liability for any damage, loss or claim if the circumstances thereof shall be such that the Network would be required to defend, save harmless and indemnify an officer or employee under ORS 30.285; otherwise, the responsible party shall bear such costs, and shall save, defend and indemnify the Network harmless on account of such claim, to the extent liability shall be attributable to the fault of such party.

12. **FINANCES.**

The Intergovernmental Council shall appoint a budget officer and develop an annual operating budget on a fiscal year basis, in the manner provided by law, commencing each July 1 and ending on June 30 of the following year. The Intergovernmental

Council shall cause a preliminary budget to be prepared not later than the last day of January preceding the fiscal year, and shall consider such preliminary budget and shall provide a copy thereof to each member not later than the last day of February. After hearing the comment, if any, of the parties hereto, the Intergovernmental Council shall authorize the preparation of the budget document and budget message as required by the provisions of the local budget law, and shall proceed to adopt such budget in accordance with such provisions as the Intergovernmental Council may adopt, and applicable requirements of law, if any.

13. COSTS.

The Network and its members hereby have and do agree to assume responsibility for the acquisition, operation and maintenance of a shared information computer system as hereinabove described, subject to the terms and provisions hereof. Attached hereto and by this reference made a part hereof is a copy of the telecommunications proposal of DAI, Oregon and the computer systems proposals of Data Research Associates. However, except as provided below, the Network shall not, except by unanimous vote of all representatives to the Intergovernmental Council, incur any expenditure for purposes other than those above mentioned.

However, nothing herein contained shall be construed to prevent those representatives who favor such an expenditure from proceeding to incur such expenditure as would otherwise be prohibited hereunder, if the same shall be approved by at least a

majority of such representatives, but the parties represented by the dissenting representatives shall under such circumstances have no liability therefore and, to the extent practicable, shall not share in the benefits.

If any representative to the Intergovernmental Council shall be absent at the time any such expenditure for any other purpose is unanimously approved by the representatives present, notice shall be given to any such absent representatives, and each such representative shall conclusively be deemed to have approved such expenditure unless such representative shall give written notice to the contrary within 15 days after receipt of notice of the expenditure. Minutes of the meeting setting forth the action taken and mailed to such party shall constitute adequate notice, whether or not such minutes shall have been finally approved by the Intergovernmental Council.

The parties acknowledge that from time to time there may come before the Intergovernmental Council the matter of expenditures with respect to which it may not be clear whether the same are required to be approved by a majority or required to be approved unanimously. Any matter which is approved by majority vote shall be conclusively presumed to require only majority approval, and not unanimous approval, unless one or more of the representatives not having voted in favor of such proposal shall, within 15 days after such action is taken (if the representative is present) or within 15 days after notice of such action (if the representative

was absent) give written notice that such representative believes that the matter requires unanimous approval.

14. QUORUM OF THE INTERGOVERNMENTAL COUNCIL.

A majority of the representatives to the Intergovernmental Council shall constitute a quorum for the transaction of business by the Intergovernmental Council, except as otherwise provided. Any matter may be approved by a majority vote of such a quorum, except in matters which expressly require a vote greater than a majority.

15. AMENDMENTS.

Any amendment to this Agreement must be submitted to the parties not less than 30 days prior to the date such amendment shall be considered by the Intergovernmental Council, unless each party shall execute a written waiver of such notice. Such amendment must thereupon be approved or ratified by not less than two-thirds vote of the representatives to the Intergovernmental Council. Moreover, any amendment which shall materially increase the financial responsibility or liability of any party hereto must be approved unanimously by all representatives to the Intergovernmental Council (incurring debt, making expenditures, entering into obligations, adjusting the allocation of cost, and other action in accord with the provisions hereof do not constitute an amendment hereof, but are subject to the provisions of Section 13, above). If an amendment is approved by a two-thirds majority, the same shall be deemed conclusively not to require unanimous approval.

unless, within 15 days after the approval of such amendment (with respect to representatives voting against the amendment), or within 15 days after notice of such approval (with respect to representatives not present at the time of approval of such amendment), one or more of the parties not having approved such amendment shall file with the secretary written notice that such party believes the same to require unanimous approval in accordance with this provision.

16. MODIFICATION OF COST ALLOCATION FORMULA.

The parties acknowledge that the initial cost allocation formula, based on number of terminals and circulation, may not meet the changing needs and functions of the Network. Other factors which might reasonably be considered are the number of books maintained by each party, the use of the system by each party, the facilities provided by each party, the use by each party of the materials of other parties, the use of the materials of each party by other parties, the location of each party and associated transportation costs, and other similar factors.

Accordingly, the parties agree that the cost allocation formula shall, from time to time, be subject to modification provided, however, that such modification shall take place in accordance with the following procedure:

a. When any party shall desire consideration of a proposal for modification of the cost allocation formula, at least 30 days prior to the first meeting for the consideration of such

modification of the cost allocation formula, the other parties and their representatives shall be given notice of the date, time and purpose of such meeting.

b. Thereafter, the matter of cost allocation formula shall be maintained on the agenda and open for discussion at no less than two meetings of the Council consecutively following the meeting at which the same was first discussed.

c. When a proposal has been approved by at least a majority of a quorum of the Intergovernmental Council, the same shall be reduced to writing and a copy sent to each party, not less than 30 days prior to the Council meeting at which the same will be considered for final approval, together with a notice as to the time, date and location of the meeting at which the same will be considered for final approval.

d. At such meeting for final approval, the same may be approved by affirmative vote of not less than two-thirds of the representatives to the Intergovernmental Council.

17. SUPPLEMENTAL AGREEMENTS.

Nothing herein contained shall be construed to prohibit the Network from entering into contracts with any of the parties to the Agreement, relating to matters not addressed herein or covering services to be provided as herein contemplated provided, however, that no term or provision of any such contract shall be deemed to supercede or modify any term or provision of this

Intergovernmental Agreement, and in case of conflict, the terms and provisions hereof shall prevail.

18. OWNERSHIP.

It is understood that the Network shall have full ownership of all system hardware, software, peripherals and other property, tangible or intangible, in any way relating to the system, including terminals, except as the parties may otherwise agree. However, personal computers acquired by a party to provide terminal emulation shall remain the property of such party. All data created or developed through this system shall be the property of the Network. However, each party shall have the right to access such data through the terminal provided to it so long as it is a Network Participant. If any party shall elect not to renew (extend) its membership, as provided for in Section 2, such party may have a copy of the data relevant to it, subject to the obligation to pay the cost of producing such data in whatever form is desired by such party.

19. SERVICE STANDARDS, PROTOCOLS AND RULES.

The parties acknowledge that it will be necessary to make decisions as to the scope of the services to be provided, the hours and method of operation, and similar matters. Such matters shall be determined by the Network from time to time by the adoption of service rules and regulations, including but not limited to the following:

- a. Hours of operation.
- b. Standards for access security.
- c. Standards for input data.

- d. Communications protocols.
- e. Maintenance of statistical data.
- f. Training requirements.
- g. Standards of confidentiality.

The Network may also enter into contracts with members and/or other Users respecting the provision of such services and the respective rights, obligations and liabilities associated therewith. No party shall alter the system, or any part thereof, nor use the system in any manner except as authorized.

20. LOCATION OF CPU.

The Central Processing Unit shall be located in the main branch of the Tillamook County Library. Such space will be provided at no charge. The cost of preparing such space for installation of the Central Processing Unit shall be borne by the Network, however, and Tillamook County shall be entitled to reasonable reimbursement for the personnel time expended in servicing the CPU for and on behalf of the Network (exclusive of services required from all parties generally).

21. EXPULSION FOR BREACH OF OBLIGATIONS.

Whenever any party believes that another party has committed a breach of any material obligation set forth in this Agreement, or a breach of the rules and regulations adopted by the Intergovernmental Council, such party may give notice of the alleged breach to all of the parties hereunder, setting forth with reasonable specificity the nature of such breach. The party alleged to have committed such breach shall use its best efforts to promptly remedy the breach and shall give written notice to the

other parties of the remedial actions planned and taken, or shall respond to such notice with an explanation that sets forth reasonable cause for the breach, or that such party denies any breach. When a breach does exist that will not be remedied within 30 days after the party received written notice, the Network (upon vote of a majority of the voting power, excluding the party alleged to be in breach) shall be entitled to seek appropriate relief under this Agreement or otherwise under the law. If any party shall fail to remedy a breach, such party may be expelled from this Agreement, upon vote of not less than two-thirds of the representatives of the other parties. Upon such expulsion, such party:

- a. Shall have no further rights hereunder.
- b. Shall return to the Network such equipment and parts of the common system as are in the possession of such party.
- c. Shall receive no reimbursement or compensation for previous contributions to the Network.
- d. Shall continue to be responsible for such party's share of previously committed contributions and previously incurred liabilities of the Network, but there shall be set-off against such liabilities the fair market value of such party's pro rata share of the fair market value of the assets of the Network, but such party shall not be entitled to any compensation or reimbursement for such share in excess of the pro rata share of costs and liabilities.

The remedy of expulsion shall be cumulative with such other remedies as may be available hereunder, at law or in equity.

22. CONFIDENTIALITY.

The patron and circulation records, until otherwise

determined, shall be deemed to be exempt from public disclosure pursuant to ORS 192.502(2) and (3). The parties believe that such information is submitted to the Network in confidence; is not otherwise required by law to be submitted; should be considered confidential; and that the public interest would suffer by any disclosure of such records. The parties recognize that in receiving such information they oblige themselves not to disclose any such information, except as otherwise required by law. Only designated employees shall have access to such records in the course of operating the system, and shall be instructed as to confidentiality. Employees shall be instructed that if requests for disclosure are received, the Network and legal counsel shall be contacted immediately, and before any disclosure is made.

23. FIRE INSURANCE.

The Network shall maintain fire and casualty insurance on the equipment which is operated and maintained centrally, and each party or user shall maintain fire and casualty insurance on equipment which is installed locally for the party's exclusive use.

24. APPROPRIATION.

The parties recognize that they and their obligations hereunder are subject to the provisions of local budget law, but each party agrees that it shall use its best efforts to appropriate funds to meet its obligations hereunder. In the event, after the exercise of such best efforts to appropriate

funds, a party hereunder is unable to appropriate all or a part of the funds required hereunder, such parties shall have no liability to the extent that such party has been unable to appropriate such funds, but such non-appropriation shall not preclude the Network or other parties from exercising the remedy of expulsion, discontinuance of services, or such other remedy or remedies as may be exist, other than assertion of a claim for payment of the non-appropriated funds.

25. **CONTRACTS.**

Contracts with the consultants, vendors, programmers and other persons or entities providing goods or services to or for the system shall be with the Network.

26. **RESPONSIBILITIES OF PARTIES.**

All parties shall maintain the operating system procedures, keep and observe the rules and regulations of the Network for the operation of the system, and keep and observe all requirements of this Agreement, and shall provide and maintain communications with the Network and other parties as necessary.

27. **SHARED VOLUMES.**

One of the purposes of the establishment of this system is to provide to the patrons of each party access to borrow materials of each and every other party hereto as are generally available for circulation. Accordingly, each party agrees to make such materials available to patrons of the other parties hereto, upon request. The Network shall establish reasonable procedures

for the transportation of materials between parties, and each party shall be responsible for the return thereof to the owner of such materials. The requesting party shall be responsible for the loss or damage of any materials obtained from another party. Such materials shall be deemed lost when the same are more than 60 days overdue. Parties agrees to participate on the same basis with Other User(s), to the extent the contract between the Network and such Other User(s) shall so provide.

28. COMPLIANCE WITH LAW/NON-DISCRIMINATION.

The parties agree to comply with all applicable requirements of Federal and State civil rights statutes, rules and regulations, and with any other applicable requirement of law, in the performance of this Agreement.

29. NOTICES.

Each party has set forth the mailing address of such party below its signature, and any notice required hereunder shall be deemed effective when given to such party by depositing the same in the United States mails, postage prepaid, directed to such party at such address, or to such address as of which such party shall subsequently give notice.

30. ATTORNEYS FEES.

If any party(s) (including the Network) shall commence suit or action to enforce any term or provision of this Agreement, the prevailing party(s) shall be entitled to recover reasonable

attorneys' fees (including any appeal) from the non-prevailing party(s).

31. SEVERABILITY.

If any part, paragraph, section or provision of this Agreement is found or determined to be invalid or unenforceable, such determination shall not affect the validity of any remaining section, part or provision of this Agreement, and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date of execution hereof by such party:

BOARD OF COUNTY COMMISSIONERS FOR
TILLAMOOK COUNTY OREGON

DATE: December 11, 1991

BY _____
County Commissioner

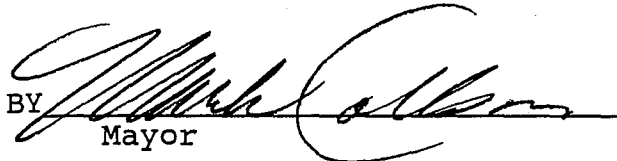
ADDRESS:
201 Laurel Avenue
Tillamook, Oregon 97141

BY Jerry A. Davis
County Commissioner

BY Ida A. Lane
County Commissioner


CITY OF NEWPORT

DATE: Dec. 3, 1991

BY 
Mayor


ADDRESS:
810 S. W. ALDER STREET
NEWPORT, OREGON 97365

ATTEST:


City Recorder

CITY OF LINCOLN CITY

DATE: December 6, 1991

BY 
Mayor

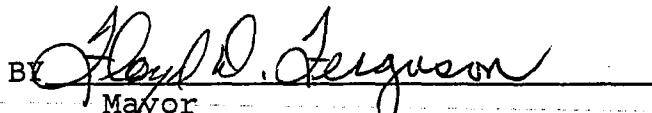
ADDRESS: P.O. Box 50
Lincoln City, Oregon 97367

ATTEST:


City Recorder

CITY OF TOLEDO

DATE: DECEMBER 10, 1991

BY 
Mayor

ADDRESS:
P.O. BOX 220

ATTEST:

TOLEDO OR 97391


City Recorder

CITY OF LINCOLN CITY

DATE: _____

BY _____
Mayor

ADDRESS:

ATTEST:

City Recorder

CITY OF TOLEDO

DATE: _____

BY _____
Mayor

ADDRESS:

ATTEST:

City Recorder

TILLAMOOK COUNTY SCHOOL DISTRICT
UH-3J aka
NESTUCCA UNION HIGH SCHOOL

DATE: _____

BY *William H. Woodman*
Chairperson

ADDRESS:

ATTEST:

Dobi Bentley
Secretary

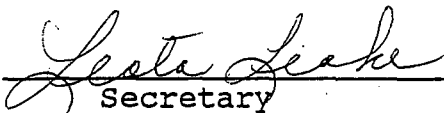
TILLAMOOK COUNTY SCHOOL DISTRICT
UH-3J aka
NESTUCCA UNION HIGH SCHOOL

DATE: _____

ADDRESS:

BY _____
Chairperson

ATTEST:
County Clerk Josephine Veltri



Secretary
Special Deputy

EXHIBIT A

	<u>terminals</u>	<u>% of CRSN terminals</u>	<u>% of total terminals</u>	<u>circulation</u>	<u>% of CRSN circulation</u>	<u>% of total circulation</u>	<u>% of grant funds</u>	<u>% of costs</u>
Newport	9	15.52	15.25	132,051	26.97	26.97	21.25	21.11
Driftwood	8	13.79	13.56	65,964	13.48	13.48	13.63	13.52
Toledo	7	12.07	11.86	57,251	11.7	11.7	11.88	11.78
Tillamook County	23	39.66	38.98	223,213	45.6	45.6	42.63	42.29
Nestucca	6	10.34	10.17	4,000	0.82	0.82	5.58	5.49
Neskowin	5	8.62	8.48	7,000	1.43	1.43	5.03	4.96
CRSN totals	58			489,479				
Linc. Co. Lib. District	1	--	1.7	0	--	0	--	0.85
System totals	59			489,479				