

RESOLUTION NO. 5536-21

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TIGARD-TUALATIN SCHOOL DISTRICT, WASHINGTON COUNTY, AND THE CITY OF TIGARD RELATED TO YOUTH LIBRARY SERVICES.

WHEREAS, the City of Tualatin is an Oregon municipal corporation;

WHEREAS, the Tigard-Tualatin School District, City of Tigard, and Washington County, acting by and through the Washington County Cooperative Library Services, are Oregon government entities;

WHEREAS, ORS 190 authorizes the City to enter into intergovernmental agreements with other government entities to perform cooperative services, as well as to delegate to each other authority to perform their respective functions as necessary;

WHEREAS, the City wishes to partner with the other government entities to facilitate the creation and distribution of the Youth Access Card, which is a special type of library card for children who live or attend school in Washington County.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

Section 1. The City Manager is authorized to execute an Agreement with the Tigard-Tualatin School District, City of Tigard, and Washington County, acting by and through the Washington County Cooperative Library Services, related to youth access cards, which is attached as Exhibit 1 and incorporated by reference.

Section 2. The City Manager is authorized to make administrative modifications to the Agreement to fully implement its intent.

Section 3. This resolution is effective upon adoption.

Adopted by the City Council this ____ day of _____, 2021.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

EXHIBIT 1
Resolution No. 5536-21

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE TIGARD-TUALATIN SCHOOL DISTRICT,
THE CITY OF TIGARD,
THE CITY OF TUALATIN,
AND
WASHINGTON COUNTY

This Memorandum of Agreement (“Agreement”) dated as of _____, and entered into between the Tigard-Tualatin School District (“the District”), City of Tigard (“Tigard”), City of Tualatin (“Tualatin”), and Washington County, acting by and through the Washington County Cooperative Library Services (“WCCLS”), (collectively, “the Parties”).

PURPOSE

The purpose of this Agreement is to facilitate the creation and distribution of the Youth Access Card (“YAC”), a special type of library card for children ages 0-17 who live or attend school in Washington County for use at WCCLS member libraries in person and online at wccls.org.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the terms and conditions hereinafter set forth, the Parties agree as follows:

1. Term. This Agreement shall commence on the date last signed by a party and continue for one calendar year (“Initial Term”). Thereafter, the Agreement shall automatically renew annually for an additional period of one calendar year (each renewal a “Renewal Term”), unless a party gives written notice of non-renewal to all other Parties at least 30 days prior to the end of the Initial Term or a Renewal Term. Each Party’s representative or successor representative identified in section 9 of this Agreement has the authority to consent to the renewal of this Agreement as provided in this section.

2. Responsibilities of WCCLS. WCCLS, by and through its employees and representatives, shall be responsible for the following:

- A. To provide the District with information regarding the YACs, including registration process and use policies for access to WCCLS services through the YACs.
- B. To provide students with a YAC with the following features to all students enrolled within the District, unless that student already has a WCCLS library card:
 - i. Access to checkout e-books and e-audiobooks (limit of 15 total at a time)
 - ii. Access to e-resources at wccls.org, including Tumblebooks and Brainfuse
 - iii. Physical item checkout of books and audiobooks (limit 5 total at a time)
 - iv. No overdue fines on any materials, including materials that currently accrue fines
 - v. Up to five (5) holds placed at a time

- vi. Up to four (4) renewals per physical item, unless there is a hold placed on that item
 - C. To securely transmit electronic student data received from the District to the Quipu Group for the purpose of library card registration.
 - D. To securely destroy student registration information provided to WCCLS by the District in a physical format following data entry into the WCCLS database.
3. **Responsibilities of Tigard & Tualatin**, by and through its employees and representatives, shall be responsible for the following:
- A. To work with WCCLS and its representatives to coordinate communication between WCCLS, other libraries participating in YACs, and the District
 - B. To work with WCCLS representatives to create and distribute the physical YACs
 - C. To provide YACs for students that apply at a District school after the physical YACs have been distributed
4. **Responsibilities of the District**. The District, by and through its employees and representatives, shall be responsible for the following:
- A. To provide WCCLS with the following student information in the format requested by WCCLS in accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA), 88 Stat. 571, 20 USC § 132g, as amended, for the purpose of creating and distributing YACs:
 - i. Student Name (first “legal name”, middle, last)
 - ii. Student ID number
 - iii. Student Date of Birth
 - iv. Student mailing address
 - v. Student home phone number
 - vi. Name of Student’s school
 - vii. Student home language
 - B. To provide updated student information to WCCLS up to twice during each school year to determine if additional YACs need to be created and distributed to students.
 - C. To assist with distribution of the YACs to students after WCCLS registers the students and after Tigard & Tualatin create the YACs and provide them to the District for distribution.
 - D. To communicate with students the policies, terms of use, and renewal information pertinent to the use of the YACs.
5. **YAC Fines or Fees**. The Parties agree and understand that all YAC holders are subject to the following fines or fees:
- A. Lost or damaged items will be assessed at their replacement cost.
 - B. When a YAC holder’s fees accrue to \$20.00 or more, the YAC holder will be blocked from checking out physical items until fees are paid. Online resources and e-books continue to be available during this block.

6. **Indemnification.** Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 *et seq.*, and the Oregon Constitution, Article XI, Sections 7 and 9, the Parties agree to indemnify and hold one another harmless from any loss, damage, injury, claim, or demand arising from their respective activities in connection with this Agreement. Neither party shall be liable for any loss, damage, injury, claim or demand arising from the acts or omissions of the other party or its agents or employees.

7. **Privacy of Records**

Once WCCLS receives the records from District, the records shall be library records protected from disclosure under ORS 192.355(23) and the WCCLS Privacy Policy.

- A. Personally identifiable information obtained by WCCLS from the District in the performance of their services:
 - i. will not be disclosed by WCCLS to third parties-without the signed and dated written consent of the student, or if the student is under eighteen (18) years of age, without the signed and dated written consent of the student’s parents/guardians or consent of the minor pursuant to individual WCCLS member policy and
 - ii. will be used by WCCLS only to fulfill WCCLS’ responsibilities under this Agreement.
- B. The District will only provide access to student information in compliance with FERPA.
- C. The District will not provide WCCLS with student information regarding those students whose parents or guardians have opted out of the disclosure of student information.

8. **General Provisions**

- A. There are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Agreement. This Agreement shall take precedence over any attachments or exhibits hereto.
- B. The laws of the State of Oregon shall govern this contract. Any action or suit commenced in connection with this contract shall be in the Circuit Court of Washington County or the Federal District Court for Oregon. All rights and remedies of the Parties shall be cumulative and may be exercised successively or concurrently. Each party to the Agreement agrees to personal jurisdiction of the courts identified in this section.
- C. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture between WCCLS, the District, the City of Tigard, the City of Tualatin, and students.
- D. Each party to this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement; and (ii) has taken all action necessary to authorize the execution, delivery, and performance of this Agreement.
- E. No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the party waiving the breach.
- F. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and

effect in accordance with its terms and disregarding such unenforceable or invalid provision.

- G. This Agreement is not intended to create any rights or interests for any other person or entity other than the City of Tigard, the City of Tualatin, the District and WCCLS.
- H. This Agreement may be amended only by written agreement signed by the Parties.

9. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when (a) delivered in person or (b) two business days after being deposited in the United States mail, postage prepaid, registered or certified mail, addressed to the applicable party as follows:

DISTRICT:

Attn: David Moore, CFO
Tigard-Tualatin School District
6960 SW Sandburg
Tigard, OR 97223
Telephone: (503) 431-4016

WCCLS:

Attn: Lisa Tattersall, Manager
Washington County Cooperative Library Services
111 NE Lincoln St, MS 58
Hillsboro, OR 97124
Telephone: (503) 846-3222

TIGARD:

Attn: Halsted Bernard, Library Director
Tigard Public Library
13500 SW Hall Blvd.
Tigard, OR 97223
Telephone: (503) 718-2501

TUALATIN:

Attn: Jerianne Thompson, Library Director
Tualatin Public Library
18878 SW Martinazzi Ave
Tualatin, OR 97062
Telephone: (503) 691-3063

[Signature page follows.]

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized as of the date last signed by a party to the Agreement. The Parties, by their signature below, acknowledge having read this Agreement, understand it, and agree to be bound by its terms and conditions.

TIGARD-TUALATIN SCHOOL DISTRICT:

By: _____

Title: _____

Date: _____

WASHINGTON COUNTY:

By: _____

Title: _____

Date: _____

CITY OF TIGARD:

By: _____

Title: _____

Date: _____

CITY OF TUALATIN:

By: _____

_____ Title: _____

_____ Date: _____

Approved as to legal sufficiency:

Tigard City Attorney's Office

Approved as to legal sufficiency:

Tualatin City Attorney's Office