

RESOLUTION NO. 5718-23

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.

INTRODUCED AND ADOPTED this 14th day of August, 2023.

CITY OF TUALATIN, OREGON

BY \_\_\_\_\_  
Mayor

APPROVED AS TO FORM

ATTEST:

BY \_\_\_\_\_  
City Attorney

BY \_\_\_\_\_  
City Recorder

EXHIBIT 1  
Resolution No. 5718-23

**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 upon signature and entered into between the Tigard-Tualatin School District (“the District”); City of Tigard and City of Tualatin (“Partner Libraries”); and Washington County, acting by and through Washington County Cooperative Library Services (“WCCLS”), (collectively, “the Parties”).

PURPOSE

The purpose of this Agreement is to facilitate the creation, distribution, and renewal of the Youth Access Card, (“Student Card”) 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](http://wccls.org). Distribution at the District level is referred to as the WCCLS Student Library Card (“Student Card”) program.

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 Student Cards, including the registration process and use policies for access to WCCLS services through the Student Cards.
  - B. To provide students with Student Cards unless that student already has a WCCLS library card.
  - C. To securely transmit electronic student data received from the District to a contracted vendor for the purpose of Student Card registration.
  - D. To coordinate the secure destruction of student registration information provided to WCCLS by the District in a physical format following data entry into the WCCLS database.

E. To provide access to the digital collections to holders of Student Cards.

3. **Responsibilities of Partner Libraries**, 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 Student Cards, and the District.
- B. To work with WCCLS representatives to create the digital Student Card accounts and distribute the physical Student Cards. To provide Student Cards for students that apply at a District school after the physical Student Cards have been distributed.
- C. To provide access to the physical collections.

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 § 1232g, as amended, for the purpose of creating and distributing Student Cards:
  - i. Student Name (first name, middle name, last name)
  - ii. Student ID number
  - iii. Student grade level
  - iv. Student Date of Birth
  - v. Student mailing address
  - vi. Student home phone number
  - vii. Name of Student's school
- B. To provide any student preference stated for language.
- C. To provide updated, complete, and correctly formatted student information to WCCLS once a year each school year, by an agreed-upon deadline.
- D. To assist with distribution of the Student Cards to students after WCCLS registers the students and after Partner Libraries create the Student Cards and provide them to the District for distribution.
- E. To communicate with parents/guardians and students the policies, terms of use, and renewal information pertinent to the use of the Student Cards.

5. **Student Card Access and Fees**. The Parties agree and understand that:

- A. Student Cards include access to e-books, e-audiobooks, physical items, and e-resources, and that access is not limited by age group.
- B. Public libraries do not act in loco parentis (in the place of a parent) regarding student access to library resources.
- C. WCCLS and its member libraries select materials according to their own collection development policies.
- D. Lost or damaged items will be assessed at their replacement cost.
- E. When a Student Card holder's fees accrue to \$20.00 or more, the Student Card 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**

- A. The District will only provide access to student information in compliance with FERPA.
- B. 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.
- C. As mentioned in Section 2.C., WCCLS securely transmits electronic student data received from the District to a contracted vendor for the purpose of library card registration. Once library card registrations are created, the name, address, telephone number, and library usage information are protected from disclosure under ORS 192.355(23) and the WCCLS Privacy Statement. WCCLS receives personally identifiable information from the District in the performance of WCCLS services and that data:
  - i. Will not be disclosed by WCCLS to additional 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.
- D. WCCLS and member libraries will not disclose student circulation records to third parties and/or parents/guardians without the consent of the student.

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 Partner Libraries, 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 Partner Libraries, 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 St  
Tigard, OR 97223  
(503) 431-4016  
[dmoore@ttsd.k12.or.us](mailto:dmoore@ttsd.k12.or.us)

PARTNER LIBRARIES:

Attn: Halsted Bernard, Director of Library Services  
City of Tigard  
13500 SW Hall Blvd.  
Tigard, OR 97223  
(503) 718-2501  
[HalstedB@tigard-or.gov](mailto:HalstedB@tigard-or.gov)

Attn: Sherilyn Lombos, City Manager  
City of Tualatin  
18878 SW Martinazzi Ave  
Tualatin, OR 97062  
(503) 691-3010  
[slombos@tualatin.gov](mailto:slombos@tualatin.gov)

WASHINGTON COUNTY:

Attn: Rachael Fuller, Interim Assistant County Administrator

Washington County

155 N First Ave.

Hillsboro, OR 97124

(503) 846-8685

[rachael\\_fuller@co.washington.or.us](mailto:rachael_fuller@co.washington.or.us)

[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:** \_\_\_\_\_

**CITY OF TIGARD:**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CITY OF TUALATIN:**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**WASHINGTON COUNTY:**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_