

**RESOLUTION NO. 17/18-21
CITY OF DAYTON, OREGON**

Title: A Resolution Approving Amendment #05 of the Intergovernmental Agreement between Chemeketa Community College and the City of Dayton for the Chemeketa Cooperative Regional Library Service (CCRLS).

WHEREAS, in 2008-2009, the City of Dayton entered into a 5-year Intergovernmental Agreement with Chemeketa Community College for the Chemeketa Cooperative Regional Library Service (CCRLS), hereafter called "Agreement"; and

WHEREAS, this Agreement was modified annually each following year; and

WHEREAS, the CCRLS rewrote the Agreement which is another 5-year Agreement with an annual payment amounts update; and

WHEREAS, the CCRLS has proposed Amendment #05 for approval by the Dayton City Council.

The City of Dayton resolves as follows:

- 1) **THAT** the City Manager and appropriate staff are hereby authorized to execute Amendment #04 of the Intergovernmental Agreement with CCRLS (attached hereto as Exhibit A and by this reference incorporated herein); and
- 2) **THAT** this resolution shall become effective immediately upon adoption.

ADOPTED this 18th day of **June 2018**.

In Favor: Bixler, Collins, Mackin, McGraw, Marquez, Price, Wytoski

Opposed: None

Absent: None

Abstained: None

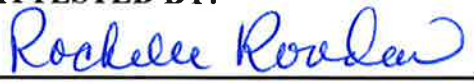


Elizabeth Wytoski, Mayor

7/2/18

Date of Signing

ATTESTED BY:



Rochelle Roaden
City Recorder

6/18/2018

Date of Enactment

Attachment - Exhibit A

Chemeketa Cooperative Regional Library Service

Community. Literacy. Technology.



P.O. Box 14007, Salem, OR 97309-7070 - Phone: 503.315.4584 – FAX: 503.399.7316

Library Participation in Chemeketa Cooperative Regional Library Service (CCRLS)

Contract No: 10425500

1) **Parties to the Agreement**

This Agreement is by and between Chemeketa Community C
Cooperative Regional Library Service (CCRLS), hereafter kn
Dayton, Oregon, an Oregon municipal corporation, by and th
hereafter known as CCRLS MEMBER LIBRARY.

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2) **Agreement Documents and Order of Precedence**

The Agreement Documents consist of the following documents, which are listed, in descending order of precedence:

This Agreement;
Amendments to this agreement, if any;

Attachment A – Statement of Work/Consideration and Exhibits to Attachment A if listed
Exhibit 1 – Compensation Schedule
Exhibit 2 – Additional Compensation Schedule
Attachment B – CCRLS Council Members

A conflict in the Agreement Documents shall be resolved in priority listed above and with this Agreement taking precedence over all other documents. The Agreement Documents are the entire Agreement between the parties and shall supersede any prior representation, written or oral.

3) **Independent Contractor**

This agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership joint venture or association.

CCRLS MEMBER LIBRARY, its officers, employees, and/or agents are not authorized to act as an agent of COLLEGE with respects to the fiscal and administrative management responsibilities of COLLEGE under this agreement.

4) **Purpose of Agreement/Consideration**

The purpose of this agreement is to provide for the participation of the library of CCRLS MEMBER LIBRARY in CCRLS, a cooperative of member libraries in the COLLEGE district, under the terms and conditions set forth herein and as described in detail in Attachment A. Payments under this agreement will be made as described in Attachment A.

5) Term and Termination

- a) Parties agree that the term of this Agreement shall commence July 1, 2018 and shall continue through June 30, 2023 unless earlier terminated or later extended as provided herein.
- b) This agreement shall be amended yearly to incorporate a revised compensation schedule for the next fiscal year effective July 1.
- c) This agreement may be terminated by mutual consent of the parties at any time.
- d) COLLEGE may terminate this Agreement effective upon delivery of written notice to CCRLS MEMBER LIBRARY or at such later date as may be established by COLLEGE under any of the following conditions:
 - i) If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of Work. This Agreement may be modified to accommodate a reduction in funds.
 - ii) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Work is no longer allowable or appropriate for purchase under this Agreement or is no longer eligible for the funding proposed for payments authorized by this Agreement.
 - iii) If any license, certificate, or insurance required by law or regulation to be held by CCRLS MEMBER LIBRARY to provide the Work required by this Agreement is for any reason denied, revoked or not renewed.
- e) CCRLS MEMBER LIBRARY may terminate this Agreement effective upon delivery of written notice to COLLEGE or such later date as may be established by CCRLS MEMBER LIBRARY under any of the following conditions:
 - i) If funding, appropriations, limitations, allotments, or other expenditure authority from federal, state, local, or other sources is not obtained or continued at levels sufficient in CCRLS MEMBER LIBRARY's reasonable determination to perform its duties under this agreement.
 - ii) If federal, state, or local laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that CCRLS MEMBER LIBRARY's performance under this agreement is prohibited, CCRLS MEMBER LIBRARY is no longer eligible for the funding proposed for payments authorized by this agreement, or is prohibited from paying those payments authorized by this agreement from the planned funding source.
 - iii) If any license, certificate, or insurance required by law or regulation to be held by CCRLS MEMBER LIBRARY in order to perform its duties under this agreement is for any reason denied, revoked, or not renewed.
- f) Either party may terminate this agreement upon the other's material breach of any of its terms, by giving written notice to the party in breach at least 60 days in advance of the effective date of termination. Cure of the breach by the party in breach within the 60-day

period shall void the notice of termination.

- g) This agreement may be terminated by either party without breach by the other upon giving written notice to the other party no later than May 1 of any year. Termination shall be effective at midnight on the following June 30. It is the intent of this paragraph that the parties recognize an obligation of good faith to create and continue a long-term relationship by virtue of this agreement.
- h) Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- i) In the event either party terminates this agreement, COLLEGE shall provide to CCRLS MEMBER LIBRARY its current bibliographic, borrower, and circulation records and databases in machine-readable media and format.
- j) In the event that the COLLEGE CCRLS activities should cease and the assets and operations of CCRLS are not assumed by a successor providing equivalent service, then all assets of the CCRLS Automated System shall be transferred to participating cities without charge.

6) Subcontractors

CCRLS MEMBER LIBRARY shall identify, and is required to receive prior written approval from COLLEGE, before the Work begins, of all proposed subcontractors which will provide Work under this Agreement. Although approval shall not be unreasonably withheld, COLLEGE has the right to approve or disapprove all proposed subcontractors.

7) Amendments

The terms of this Agreement shall not be waived, changed or supplemented except by written amendment signed by the parties to this Agreement.

8) Compliance with Applicable Laws

- a) The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to providing the Work including but not limited (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973, the ADA of 1990 (United States Code, Title 42, Chapter 126, Sub-Chapters I - IV and Title 47, Chapter 5, Sub-Chapters II and VI), ORS 659A.142 and ORS 659A.400 through ORS 659A.409 and maintain the confidence of student educational records in accordance with FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, OAR 581-021-0220 through 581-021-0440 and OAR 589-004-0100 through 589-004-0750.
- b) This Agreement shall be administered and construed under the laws of the State of Oregon. The venue for any action related to this Agreement shall be in the Circuit Court for the County of Marion, Oregon.

9) Compliance with College Policies

The COLLEGE retains the right to stop any activity and/or to require dismissal from the job site of any worker whose behavior does not comply, or gives the COLLEGE reasonable suspicion to believe the worker's behavior does not comply, with pertinent Chemeketa Community College

policy(ies), including but not limited to providing a respectful workplace, a harassment free workplace, and a drug and alcohol free workplace, or the activity is deemed hazardous to members of a user group, the public, or COLLEGE facilities.

10) Hold Harmless and Indemnification

Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), each party shall indemnify, within the limits of and subject to the restrictions in the Tort Claims Act, the other against any liability for personal injury or damage to life or property arising from its negligent activity under this Agreement provided, however, that each party shall not be required to indemnify the other for any such liability arising out of the wrongful acts, including but not limited to, to a person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

11) Insurance Requirements

The parties shall insure, or self-insure, and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 through 30.300).

12) Access to Records

The parties, the Secretary of State's Office of the state of Oregon and their duly authorized representatives shall have access to the books, documents, papers, and records of the parties which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts and transcripts.

13) Ownership of Work Products

All Work Product created by CCRLS MEMBER LIBRARY pursuant to this Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of the COLLEGE. The COLLEGE and CCRLS MEMBER LIBRARY agree that such original works of authorship are "work made for hire" of which the COLLEGE is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to this Contract is not "work made for hire," CCRLS MEMBER LIBRARY hereby irrevocably assigns to the COLLEGE any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon the COLLEGE's reasonable request, CCRLS MEMBER LIBRARY shall execute such further documents and instruments necessary to fully vest such rights in the COLLEGE. CCRLS MEMBER LIBRARY forever waives any and all rights relating to original Work Product created pursuant to this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14) Data Security and Privacy

a) The parties agree that all circulation data, which would in any way identify a particular library user or the materials borrowed by any user, are confidential and exempt from disclosure under the Oregon Public Records Law. Each party shall refuse disclosure of any

and all such data unless ordered by the by a valid subpoena or court order. The parties shall maintain the confidentiality of patron records as required by the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 through 646A.628).

- b) In order to satisfy the Communications Assistance for Law Enforcement Act (CALEA) requirements, CCRLS MEMBER LIBRARY will take reasonable agreed upon measures to identify internet users accessing the internet over the CCRLS network.

15) Merger Clause

Parties concur and agree that this Agreement constitutes the entire Agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its terms and conditions.

16) Force Majeure

Neither CCRLS MEMBER LIBRARY nor COLLEGE shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which was beyond either party's reasonable control.

17) Assignment

CCRLS MEMBER LIBRARY shall not assign or transfer its interest in this Agreement without the express written consent of COLLEGE.

18) Notices

Any notice required to be given the COLLEGE or Agency under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

COLLEGE

JOHN M. GOODYEAR, EXECUTIVE
DIRECTOR, CHEMEKETA COOPERATIVE
REGIONAL LIBRARY SERVICE
CHEMEKETA COMMUNITY COLLEGE
PO BOX 14007
4000 LANCASTER DR NE
SALEM, OR 97309-7070
Office: 503.315.4584, Fax: 503.399.7316
Email: jgoodyear@ccrls.org
c/o: procurement@chemeketa.edu

CCRLS MEMBER LIBRARY

ZOE MONAHAN
CITY MANAGER
CITY OF DAYTON
416 FERRY STREET
DAYTON, OR 97114
Office: 503.864.2221
Email: zmonahan@ci.dayton.or.us

COLLEGE

CCRLS MEMBER LIBRARY

JOHN M. GOODYEAR, EXECUTIVE
DIRECTOR
CHEMEKETA COMMUNITY COLLEGE
PO BOX 14007
4000 LANCASTER DR NE
SALEM, OR 97309-7070
Office: 503.399.5014, Fax: 503.399.5038
Email: jgoodyear@ccrls.org

ROCELLE ROADEN
CITY RECORDER
MARY GILKEY CITY LIBRARY
PO BOX 339
416 FERRY STREET
DAYTON, OR 97114
Office: 503.864.2221, Fax: 503.864.2956
Email: rroaden@ci.dayton.or.us

Signatures

This Agreement and any changes, alterations or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this Agreement to be executed on the date set forth below.

COLLEGE

CCRLS MEMBER LIBRARY

 7/3/18
(Signature) (Date)

 6/19/18
(Signature) (Date)

John M. Goodyear
Executive Director, CCRLS

Zoe Monahan, City Manager, Dayton, Oregon
Name/Title (Typed or Printed)

APPROVED

 4/25/18
(Signature) (Date)

Name: **Rochelle Roaden**
City Recorder, Dayton, Oregon

Chemeketa Community College prohibits unlawful discrimination based on race, color, religion, national origin, sex, marital status, disability, protected veteran status, age, gender, gender identity, sexual orientation, pregnancy, whistleblowing, genetic information, domestic abuse victim, or any other status protected by federal, state, or local law in any area, activity or operation of the College. The College also prohibits retaliation against an individual for engaging in activity protected under this policy, and interfering with rights or privileges granted under federal, state or local laws.

Under College policies, equal opportunity for employment, admission, and participation in the College's programs, services, and activities will be extended to all persons, and the College will promote equal opportunity and treatment through application of its policies and other College efforts designed for that purpose.

Persons having questions or concerns about Title IX, which includes gender based discrimination, sexual harassment, sexual violence, interpersonal violence, and stalking, contact the Title IX coordinator at 503.365.4723, 4000 Lancaster DR. NE, Salem, OR 97305, or <http://go.chemeketa.edu/titleix>. Individuals may also contact the U.S. Department of Education, Office for Civil Rights (OCR), 810 3rd Avenue #750, Seattle, WA 98104, 206.607.1600.

Equal Employment Opportunity or Affirmative Action should contact the Affirmative Action Officer at 503.399.2537, 4000 Lancaster DR NE, Salem OR 97305.

To request this publication in an alternative format, please call 503.399.5192.

Revised 5/24/18, mm

Statement of Work/Consideration

1) Statement of Work

- a) Under this agreement CCRLS MEMBER LIBRARY shall:
- 1) Provide at least the basic level of service to nonresidents within the COLLEGE District and to nonresident staff currently employed with the COLLEGE. Basic level of service is defined as ten checkouts and ten holds per person at a time, utilizing individual rather than household cards.
 - 2) Provide free borrowing privileges to card holding residents/patrons of other CCRLS MEMBER LIBRARIES (including Silver Falls District) and all currently registered College students who present a valid library card.
 - 3) Ensure that in no case shall card-holding residents of the COLLEGE district receive less than the basic level of service from CCRLS MEMBER LIBRARY.
 - 4) CCRLS MEMBER LIBRARY may, at its sole option, elect to provide services to persons incarcerated in county, state, or federal jail or prison facilities. CCRLS MEMBER LIBRARY may, at its sole option, elect not to allow its owned materials to be circulated to such facilities.
 - 5) Notify each current non-resident cardholder within its geographic zone at least 30 days prior to instituting a fee for service above the basic level. No advance notification is necessary for fee increases.
 - 6) Provide reference and information services to patrons of the participating libraries of the CCRLS District in cooperation with COLLEGE and other participating libraries.
 - 7) Provide for the regular participation of the library director in meetings of the Polk, Yamhill and Marion Library Association (PYM) and as may be necessary in meetings of the CCRLS Advisory Council. The COLLEGE depends on member participation. Regular participation shall be defined as attendance by the library director at each meeting, unless excused. CCRLS MEMBER LIBRARY director's attendance at the September meeting of the PYM Association is highly encouraged. Library directors will have private secure email for communicating confidential COLLEGE information. Directors will provide a chain of command to allow coverage in their absence.
 - 8) Provide for the regular participation of library staff at subcommittee meetings and training events provided by vendors and/or COLLEGE. The COLLEGE will reimburse mileage at current college rates; roundtrip from participating library to the meeting/training. Reimbursement will be made biannually.
 - 9) Assume full responsibility for the accuracy of data at its entry into the automation system database, and for updating that data accurately to reflect the proper links to the material in its library. Such data includes, but is not limited to ISBN, Barcode number, library location, volume number, call number, copy number, type of material, status, etc.
 - 10) Take reasonable measures to protect equipment in CCRLS MEMBER LIBRARY's possession from abuse, theft, and misuse. CCRLS MEMBER LIBRARY shall, while in possession of the computer system hardware, including peripheral devices, repair or replace as necessary any such items which are lost, physically damaged, or destroyed as a result of fire, theft, vandalism or other sudden and unforeseen occurrence which would be a peril insurable under a standard form electronic data processing property insurance policy; provided that CCRLS MEMBER LIBRARY shall have no obligation under this paragraph with respect to loss resulting from defect in the computer system itself, or from the acts of vandals gaining access to the

computer system programs. Or data accessed externally and not by the application of physical force to the tangible components of the system; and, provided further, that the CCRLS MEMBER LIBRARY shall not be liable under this agreement for any consequential damages incident to any loss under this section.

- 11) Prepare, provide, and maintain the furniture and physical location for installation of automated system terminals and equipment in its library. This responsibility includes network, cable installation, electrical power, and environment, all meeting industry, manufacturer and vendor specifications.
 - 12) CCRLS MEMBER LIBRARY may purchase equipment and software to expand and enhance its own operations; provided that, if any such equipment and software will be linked to the automated system or the COLLEGE telecommunications network, COLLEGE shall be notified ahead of time and such equipment and software is to be acceptable to the COLLEGE as compatible with the automated system and the COLLEGE telecommunications network. The COLLEGE shall not be responsible for maintenance of CCRLS MEMBER LIBRARY equipment, but will configure and ensure the COLLEGE network connectivity. CCRLS MEMBER LIBRARY shall not connect or install any such equipment or software without the review and written approval of the COLLEGE after at least 90 days prior to notice by CCRLS MEMBER LIBRARY. The COLLEGE may remove non-approved equipment from the network at the COLLEGE's discretion. To facilitate this approval it is recommended that CCRLS MEMBER LIBRARY include the COLLEGE in the examination and selection process. The COLLEGE cannot be responsible for making equipment and software work if this process is not followed. Any computer device connected to the COLLEGE network must have approved anti-virus security software and a current, secure Operating System. CCRLS MEMBER LIBRARY will not alter COLLEGE network or workstation equipment within their building without communication or direction from the COLLEGE.
 - 13) Provide library staff possessing minimum level of technical ability and skill, with available phone access, to provide an onsite interface with COLLEGE technical staff.
 - 14) Notify COLLEGE of any desired reductions to the number of CCRLS MEMBER LIBRARY software licenses held through group software purchases if at all possible at least three months prior to renewal.
- b) Under this agreement COLLEGE shall:
- 1) Provide for the fiscal and administrative management of the CCRLS
 - a. Maintain the following:
 1. The Chemeketa Cooperative Regional Library Advisory Council hereinafter referred to as the CCRLS Advisory Council, through which recommendations on policies of the Service can be expressed. The present membership of the CCRLS Advisory Council, which shall be updated as, needed and sent electronically for inclusion to all Library Directors and posted on the COLLEGE website.
 2. An ongoing liaison with Polk, Yamhill and Marion Library Association (PYM) (or their executive committee) through which recommendations on procedures and their implementation can be expressed.
 - b. Provide operation and maintenance of the COLLEGE automated system and related databases, including:

1. Maintain bibliographic, circulation, and borrower data in an automated database management system. Design, applications, enhancements of, and major changes of operation to the automated system database management system shall be subject to review by the PYM Technology Committee.
2. Manage the COLLEGE automated system under the terms of this agreement and other applicable agreements with vendors and participating library so that CCRLS MEMBER LIBRARY has access to its bibliographic, circulation, and borrower records during library business hours and at other times as agreed upon between the CCRLS MEMBER LIBRARY Director and the CCRLS Executive Director. The management responsibility for the automated system includes the obligation of COLLEGE to monitor, evaluate, and create as needed entries for new materials and retrospective conversion of cataloging of old materials in order to maintain the highest quality bibliographic MARC database.
3. Acquire and provide for effective maintenance and support of all essential present and future, central and remote automated system equipment at its own expense; and provide for secure installation and housing for automated system except such automated system equipment as is acquired by CCRLS MEMBER LIBRARY for installation at its library, or as otherwise provided in Attachment A 1) a) 12) of this agreement.
4. Coordinate and assume cost for installation of telecommunications equipment and lines at CCRLS MEMBER LIBRARY's central and branch libraries for use with automated system. Parties agree that COLLEGE does not control, and therefore cannot warrant, the telecommunication networks used to communicate data from a remote site, nor does this agreement cover maintenance of telecommunication lines.
5. Acquire and furnish to CCRLS MEMBER LIBRARY, at COLLEGE's direct cost, certain necessary supplies and services, such as utilities, library cards, bar codes, patron notices, storage media, and other supplies except printer paper, cartridges and toner which may be required to provide the services of automated system to CCRLS MEMBER LIBRARY.
6. Provide at CCRLS MEMBER LIBRARY's request, specialized reports not regularly generated by automation system. CCRLS MEMBER LIBRARY shall reimburse the COLLEGE for the cost of providing such special reports.
7. Coordinate all service, support, equipment purchases and maintenance necessary to the proper operation of automated system and enforce rules and standards for use of automated system by CCRLS MEMBER LIBRARY. CCRLS MEMBER LIBRARY shall enter, retrieve, modify, and delete data in and from automated system in accordance with those rules and standards.
8. Maintain agreements for hardware maintenance and software support with current provider of library automation service(s). The COLLEGE shall provide reasonable approved maintenance and support for automated system hardware and software not provided by automation vendor. The COLLEGE shall provide reasonable

prior notice to CCRLS MEMBER LIBRARY when system operation must be suspended for operational or maintenance requirements. The COLLEGE shall exercise its best efforts to schedule such periods of suspension during hours when CCRLS MEMBER LIBRARY's libraries are closed. Except for suspension of operation for necessary system maintenance or because security of the COLLEGE automated system database or software is compromised or damaged, COLLEGE shall not "lock out" CCRLS MEMBER LIBRARY terminals from automated system.

9. Provide, through the COLLEGE, one or more dedicated telephone lines to serve the system, and related telecommunication equipment as provided in the agreement with the vendor for the automation system, and pay all related installation, acquisition, maintenance, and use cost.
10. Except for equipment and software purchased by CCRLS MEMBER LIBRARY under Attachment A 1) a) 12), all automated system hardware, software, and other capital equipment shall remain the property of COLLEGE, and CCRLS MEMBER LIBRARY shall have no claim thereto other than the right to use thereof under this agreement.
11. The COLLEGE will provide ILL service through OCLC. CCRLS will serve as the Referral Center coordinating external loans and borrowing requests from CCRLS MEMBER LIBRARY staff.
12. Contract for hosting maintenance and backup of the COLLEGE automated system data. In the event of system malfunction or loss of data, the COLLEGE shall promptly arrange for restoration of the most recently backed up data to the system once it is again functioning. No liability is assumed by the COLLEGE if the automated system experiences down time or loss of data, which cannot be recovered.
13. Provide training for at least one CCRLS MEMBER LIBRARY staff person at any time the automated system operating systems or procedures are changed, enhanced, or otherwise revised. The COLLEGE shall provide up-to-date access to on-line user manuals for CCRLS MEMBER LIBRARY's staff. All other training of CCRLS MEMBER LIBRARY staff shall be the responsibility of CCRLS MEMBER LIBRARY. CCRLS MEMBER LIBRARY shall designate one staff position responsible for coordinating training and operations matters with the COLLEGE staff person responsible for automation system operations.
14. Provide for general maintenance and utilities to support the COLLEGE automated system. This obligation includes janitorial service, maintenance painting as necessary, structural repairs, lighting and electrical system maintenance, and HVAC maintenance.
15. While providing computer network access to the COLLEGE automated system, repair or replace as necessary any such items which are lost, physically damaged, or destroyed as a result of fire, theft, vandalism, or other sudden and unforeseen occurrence which would be a peril insurable under a standard form electronic data processing property insurance policy; provided that CCRLS

MEMBER LIBRARY shall have no obligation under this paragraph with the acts of vandals gaining access to the computer system, programs, or data tangible components of the system; and, provided further, that CCRLS MEMBER LIBRARY shall not be liable under this agreement for any consequential damages incident to any loss covered under this section.

16. Provide personnel for the operation of the system. "Operation" includes: use of supplied software to generate reports, notices, lists, and similar documents and files; preparation and sending of overdue notices, hold notices, reports, billings, and other specified documents produced for routine system operation by the vendor(s) of the system and its installation, maintenance, or support of software, or the maintenance, repair or replacement of hardware or firmware.
17. Through its governing board, retain final authority over the policies and decisions relating to budget, operating procedures, system design, participation by other libraries, and other like issues of a general policy nature affecting their operation of COLLEGE and automated system. The board, however, shall not take such actions without the recommendation of the CCRLS Advisory Council.
18. In serving card-holding COLLEGE district nonresident patrons, abide by each CCRLS MEMBER LIBRARY's rules and procedures regarding borrowing privileges. In no case shall card-holding residents of the COLLEGE district receive less than the basic level of service from COLLEGE.
19. Provide a quarterly financial report to the CCRLS Advisory Council that includes revenue and expense information for the quarter and year to date, compared to a) current year budget and b) prior year for the same period. The report will be made available to CCRLS MEMBER LIBRARY.
20. Reimburse CCRLS MEMBER LIBRARY for library materials borrowed by district non-residents and college students, faculty, and staff under this agreement and not returned by the borrowers within twelve months of due date. CCRLS MEMBER LIBRARY hereby transfers and assigns all interests in such materials and replacement charges to the COLLEGE with respect thereto. If lost materials are returned, CCRLS MEMBER LIBRARY will reimburse the COLLEGE for any lost materials replacement charges paid to the CCRLS MEMBER LIBRARY.
21. Provide regular courier service between the participating libraries.
22. May coordinate group purchasing of COLLEGE related equipment, software or non-essential supplies, as needed, to assist CCRLS MEMBER LIBRARY and other participants. Charges for purchased supplies, equipment, services, maintenance contracts, delivery charges, postage, etc. will be billed to CCRLS MEMBER LIBRARY at direct cost and payable to COLLEGE.
23. Coordinate group purchasing of printer and computer management software licenses from Envisionware (or subsequent vendor) and will invoice CCRLS MEMBER LIBRARY annually for CCRLS MEMBER LIBRARY's proportionate share of software licenses.

24. Coordinate group purchasing of such COLLEGE -related services on behalf of member libraries including, but not limited to Debt Collect, ORBIS and Cascade Alliance Courier. COLLEGE will invoice CCRLS MEMBER LIBRARY annually or quarterly for the cost of these services on a usage basis.

c. Electronic Payments for Fines, Lost Book Charges, or Other Charges

1. Through COLLEGE, collect and process electronic payments for fines, lost book charges, or other charges owed to CCRLS MEMBER LIBRARY.
2. Process charges that are paid only through the shared library automation system operated by COLLEGE.
3. COLLEGE shall not be financially responsible to refund corrected charges to a library patron. Any dispute of charges is the responsibility of CCRLS MEMBER LIBRARY to resolve with the patron. Deductions from the merchant banking account will be deducted from the next regular payment to the associated CCRLS MEMBER LIBRARY..
4. Compile and calculate charges on a monthly basis. However, payment to CCRLS MEMBER LIBRARY will be made on a quarterly basis. In the event the amount due to CCRLS MEMBER LIBRARY is less than \$15, the payment may be held for the next quarterly payment.
5. Make payment to CCRLS MEMBER LIBRARY in the amount paid on their behalf, minus merchant services for the period. Associated fees will be distributed on a pro-rata basis to each library based on the percentage of total funds collected that month and total fees that month.
6. COLLEGE shall be credited payments for unidentified charges, or for items, which COLLEGE has previously reimbursed CCRLS MEMBER LIBRARY.
7. COLLEGE shall acknowledge responsibility only for the amount of any correction without penalty.
8. COLLEGE shall, at all times during the term of this agreement, comply with Oregon Revised Statutes Chapter 295 and shall deposit any fines, fees, charges, or other payments collected pursuant to this agreement in an institution included in the Oregon State Treasurer's list of Qualified Depositories for Public Funds.
9. COLLEGE shall, at all times during the term of this agreement, comply with all Payment Card Industry Data Security Standards and shall annually provide to CCRLS MEMBER LIBRARY a copy of its current PCI compliance certificate, and that of any acquirer, third party provider, or processor that is used in providing services pursuant to this agreement.

2) Consideration

- a) COLLEGE will compensate CCRLS MEMBER LIBRARY in the amount shown in Exhibit 1 – Compensation Schedule for providing nonresident library service for the residents of the COLLEGE District. Payments shall be made in four equal installments at the end of each quarter as provided herein.
- b) COLLEGE will compensate CCRLS MEMBER LIBRARY for each net loan provided, i.e., the difference between the number of CCRLS MEMBER LIBRARY items loaned to and checked out in another CCRLS library and the number of items owned by other CCRLS libraries borrowed and checked out by the CCRLS MEMBER LIBRARY. Tabulation of net loans shall be provided by the CCRLS automated integrated library system. Each net loan shall be paid in the amount shown in Exhibit 1. Payments shall be made quarterly as provided herein.
- c) COLLEGE will compensate CCRLS MEMBER LIBRARY in the amount shown in Exhibit 2 – Additional Compensation Schedule for unused portion of Fall City –Wagner City Library reimbursement. This is a One Time payment as provided herein.
- d) City of Newberg Only: In consideration for participation in the COLLEGE system and in lieu of taxes, since the CCRLS MEMBER LIBRARY is outside the area taxed to provide this service, the CCRLS MEMBER LIBRARY shall pay to the COLLEGE the sum shown in Exhibit 1 on or before December 15 of each year.
- e) The COLLEGE will invoice CCRLS MEMBER LIBRARY for services and licensing, provided through group purchases quarterly or annually as more specifically described in Section 1) b) 1) b. (Including but not limited to §22, 23, 24) and fees described in 1) b) 1).c.
- f) Payments made or invoices issued under this agreement, either for full or partial payment, shall reference the COLLEGE contract number written herein.

Revised 5/24/18, mm

Exhibit #1 to 10425500 Attachment A

**COMPENSATION SCHEDULE
FY 2018-19**

**Non-Resident Library Service Fee to CCRLS PARTICIPATING ENTITY
Library by College**

Library	Amount	Quarterly Payment
AMITY	\$6,283	\$1,571
CHEMEKETA (Chemeketa Community College)	\$5,781	\$1,445
DALLAS	\$93,277	\$23,319
DAYTON	\$6,407	\$1,602
INDEPENDENCE	\$56,241	\$14,060
JEFFERSON	\$14,802	\$3,700
LYONS	\$7,574	\$1,894
MCMINNVILLE	\$169,302	\$42,326
MONMOUTH	\$74,556	\$18,639
MT ANGEL	\$17,310	\$4,328
NEWBERG	\$73,739	\$18,435
SALEM	\$634,666	\$158,667
SHERIDAN	\$14,229	\$3,557
SILVER FALLS (Silver Falls Library District)	\$73,154	\$18,289
STAYTON	\$85,958	\$21,490
WAGNER LIBRARY (Falls City School District)	\$538	
WILLAMINA	\$18,486	\$4,622
WOODBURN	\$82,690	\$20,673

Net Loan Payment to CCRLS PARTICIPATING ENTITY by College: The net loan payment rate for fiscal year 2018-19 shall be \$1.50 per item.

Participation Payment to College (City of Newberg Only): The participation payment to College by the City of Newberg for fiscal year 2018-19 shall be \$148,604.

Exhibit #2 to 10425500 Attachment A

**ADDITIONAL COMPENSATION SCHEDULE
FY 2018-19**

**One Time Payment - Non-Resident Library Service Fee to CCRLS
PARTICIPATING ENTITY Library by College**

Library	One Time Payment
AMITY	\$12
CHEMEKETA(Chemeketa Community College)	\$11
DALLAS	\$175
DAYTON	\$12
INDEPENDENCE	\$105
JEFFERSON	\$28
LYONS	\$14
MCMINNVILLE	\$317
MONMOUTH	\$140
MT ANGEL	\$32
NEWBERG	\$138
SALEM	\$1,190
SHERIDAN	\$27
SILVER FALLS (Silver Falls Library District)	\$137
STAYTON	\$161
WILLAMINA	\$35
WOODBURN	\$155

2018-19 CCRLS Council Members

Gretchen Freeman - Chair
 Yamhill County Lay Member
 1679 NW Medinah Dr.
 McMinnville, OR 97128
 801.503.7201 (cell)
mgsfreeman@comcast.net
 ♦ Term expires: 6/30/19

Patricia Wallace
 Marion County Lay Member
 PO BOX 723
 Mt. Angel, OR 97362
 503.845.2248 (w)
butte75@hotmail.com
 ♦ Term expires: 6/30/20

Joan Scherf
 Rural Lay Member
 P.O. Box 493
 Dallas, OR 97338
 503.623.3761 (h)
joan97338@yahoo.com
 ♦ Term expires: 6/30/19

TBA
 Polk County Lay Member
 XXX
 XXX
 Phone:
 Email:
 ♦ Term expires: x/xx/xx

Scott McClure
 City Manager Representative
 City of Monmouth
 151 Main Street W
 Monmouth, OR 97361
 503.751.0145 (w)
smcclure@ci.monmouth.or.us

Natalie Beach
 Chemeketa Community College Representative
 4000 Lancaster Drive NE/PO Box 14007
 Salem, OR 97309-7070
 503.399.5105 (w)
natalie.beach@chemeketa.edu

Mark Greenhalgh-Johnson
 PYM Chair Representative
 Dallas Public Library
 950 Main Street
 Dallas, OR 97338
 503-623-2633 (w) mark@ccrls.org
 ♦ Term expires: 6/30/19

Katherine Pitman
 Small Library Representative
 Jefferson Public Library
 128 North Main Street
 Jefferson, OR 97352
 541-327-3826 (w) kpitman@ccrls.org
 ♦ Term expires: 6/30/19

Christy Davis
 Medium Library Representative
 Silver Falls Library District
 410 South Water Street
 Silverton, OR 97381
 503.873.5770 (w) christy.davis@ccrls.org
 ♦ Term expires: 6/30/20

Sarah Strahl
 Large Library Representative
 Salem Public Library
 585 Liberty Street SE
 Salem, OR 97301
 503.588.6064 (w) sstrahl@cityofsalem.net

Ex Officio Members

Sean O'Day
 Executive Director
 Mid-Willamette Council of Governments
 100 High Street SE, Suite 200
 Salem, OR 97301
 503.540.1601 (w) soday@mwvcog.org

John Goodyear
 Chemeketa Cooperative Regional Library Service
 CCRLS Director
 4000 Lancaster Drive NE/PO Box 14007
 Salem, OR 97309-7070
 503.315.4584 (w) jgoodyear@ccrls.org

Jennifer Badzinski – Recording Secretary
 Chemeketa Cooperative Regional Library Service
 503.399.5165 (w) jennifer.badzinski@ccrls.org