

**RESOLUTION NO. 22/23-14  
CITY OF DAYTON, OREGON**

*A Resolution Approving an 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**, Chemeketa Community College renewed the Agreement in 2012-2013 for another 5-year Agreement with an annual payment amounts update; and

**WHEREAS**, Chemeketa Community College renewed the Agreement in 2018-2019 for another 5-year Agreement with annual payment amounts update that expires on June 30, 2023.

**The City of Dayton resolves as follows:**

- 1) **THAT** the City Manager and appropriate staff are hereby authorized to execute 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 **5th** day of **June 2023**.


**In Favor:** Mackin, Frank, Sandoval-Perez, Maguire, Marquez, Wildhaber, and Hildebrandt

**Opposed:** None.

**Absent:** None.

**Abstained:** None.

  
\_\_\_\_\_  
Trini Marquez, Mayor

  
\_\_\_\_\_  
Date of Signing

**ATTESTED BY:**

  
\_\_\_\_\_  
Melissa A. York, City Recorder

  
\_\_\_\_\_  
Date of Enactment

**Attachment - Exhibit A**



Procurement Services – 4000 Lancaster Drive NE, Salem, OR 97309

## **Library Participation in Chemeketa Cooperative Regional Library Service (CCRLS) Intergovernmental Agreement No: 10698200**

### **1) Parties to the Agreement**

This Agreement is by and between Chemeketa Community College through its Chemeketa Cooperative Regional Library Service (CCRLS), hereafter known as “College,” and the City of Dayton, Oregon, an Oregon municipal corporation, by and through its Mary Gilkey City Library, hereafter known as “CCRLS Member Library,” both herein referred to individually and collectively as “Party” or “Parties.”

### **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; Attachments and Exhibits to this Agreement, which are incorporated by reference and attached, including: 10698200 Attachment A – Statement of Work/Consideration, and Exhibits to Attachment A if listed; 10698200 Exhibit 1 – Compensation Schedule.

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**

Parties agree that the term of this Agreement shall commence July 1, 2023 and shall continue through June 30, 2028 unless earlier terminated or later extended as provided herein.

- a) This Agreement shall be amended yearly to incorporate a revised compensation schedule for the next fiscal year effective July 1.
- b) This Agreement may be terminated by mutual consent of the parties at any time.
- c) 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; and
  - 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.
- d) 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; and
  - 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.
- e) 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.
- f) 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. 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.
- g) Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either Party already accrued prior to such termination.
- h) In the event either Party terminates this Agreement, College shall provide CCRLS Member Library its current bibliographic, borrower, and circulation records and databases in machine-

readable media and format.

- i) 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, prior of the Work beginning, 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**

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.

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 Agreement, 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 Agreement 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 Agreement, 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 Agreement, 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**

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).

- a) 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 to the College or CCRLS Member Library under this Agreement shall be sufficient if given, in writing, by email, first class mail or in person as follows:

**College**

Doug Yancey, Interim Director, Chemeketa  
Cooperative Regional Library Service  
Chemeketa Community College  
PO Box 14007  
4000 Lancaster Drive NE  
Salem, OR 97309-7070  
Office: 503.315.4584  
Email: [doug.yancey@ccrls.org](mailto:doug.yancey@ccrls.org)  
c/o: [procurement@chemeketa.edu](mailto:procurement@chemeketa.edu)

**CCRLS Member Library**

Rochelle Roaden, City Manager  
  
City of Dayton  
PO Box 339  
416 Ferry Street  
Dayton, Oregon, 97114  
Office: 503.864.2221, Fax: 503.864.2956  
Email: [rroaden@daytonoregon.gov](mailto:rroaden@daytonoregon.gov)

**19) Contact Persons**

**College**

Doug Yancey, Interim Director, Chemeketa  
Cooperative Regional Library Service  
Chemeketa Community College  
PO Box 14007  
4000 Lancaster Drive NE  
Salem, OR 97309-7070  
Office: 503.315.4584  
Email: [doug.yancey@ccrls.org](mailto:doug.yancey@ccrls.org)

**CCRLS Member Library**


Cyndi Park, Library Director  
  
Mary Gilkey City Library  
PO Box 339  
416 Ferry Street  
Dayton, Oregon, 97114  
Office: 503.864.2221, Fax: 503.864.2956  
Email: [cpark@ci.dayton.or.us](mailto:cpark@ci.dayton.or.us)

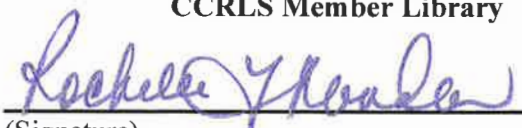
**Signatures on Next Page**

## 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  
6/8/2023  
\_\_\_\_\_  
(Signature) (Date)  
**Aaron Hunter**  
Associate Vice President/ Chief Financial Officer

CCRLS Member Library  
 4/7/23  
\_\_\_\_\_  
(Signature) (Date)

**Rochelle Roaden/City Manager, City of Dayton,  
Oregon**  
\_\_\_\_\_  
Name/Title (Typed or Printed)

Approved  
 4/7/23  
\_\_\_\_\_  
(Signature) (Date)  
Name: **Cyndi Park**  
\_\_\_\_\_  
Library Director for Mary Gilkey City Library

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



## 10698200 Attachment A – Statement of Work/Consideration

### 1) Statement of Work

- a) Under this agreement CCRLS Member Library shall:
  - i) 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; Basic level of service also includes access to currently licensed electronic resources provided by the College;
  - ii) Provide free borrowing privileges to card holding residents/patrons of other CCRLS Member Libraries and all currently registered College students who present a valid library card;
  - iii) 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;
  - iv) CCRLS Member Library may, at its sole discretion, elect to provide services to persons incarcerated in county, state, or federal jail or prison facilities. CCRLS Member Library may, at its sole discretion, elect not to allow its owned materials to be circulated to such facilities;
  - v) 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;
  - vi) Provide reference and information services to patrons of the participating libraries of the CCRLS District in cooperation with College and other participating libraries;
  - vii) Share local basic circulating collections with other CCRLS Member Libraries as determined appropriate by Polk, Yamhill and Marion Library Association (PYM) and CCRLS Advisory Council. Nothing in this agreement shall require the CCRLS Member Library to share the portions of its collection that it deems private and for local use only;
  - viii) Provide daily fulfillment of loan/hold requests from other CCRLS Member Libraries, originating both within the shared ILS and from other resource sharing systems adopted by CCRLS, on days the CCRLS courier runs;
  - ix) Provide for the regular participation of the library director in meetings of the 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;
  - x) 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;
  - xi) Assume full responsibility for the accuracy of data at its entry into the integrated library system, and for updating that data accurately to reflect library holdings. Such data includes, but is not limited to, ISBN, Barcode number, library location, volume number, call number, copy number, type of material, status, etc.;
  - xii) 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;

- xiii) Prepare, provide, and maintain the furniture and physical location for installation of allocated hardware and equipment in its library. This responsibility includes network, cable installation, electrical power, and environment, all meeting industry, manufacturer, and vendor specifications;
- xiv) 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 integrated library system or the College telecommunications network, the College shall be notified ahead of time and such equipment and software is to be acceptable to the College as compatible with the integrated library 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 includes 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;
- xv) Provide library staff possessing minimum level of technical ability and skill, with available phone access, to provide an onsite interface with College technical staff; and
- xvi) Notify College of any desired reductions to the number of CCRLS Member Library software licenses held through group software purchases, at least three months prior to renewal.

b) Under this agreement College shall:

i) Provide for the fiscal and administrative management of the CCRLS

(1) Maintain the following:

- (a) 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 shall be updated as needed and sent electronically for inclusion to all Library Directors and posted on the College website; and
- (b) 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.

(2) Provide operation and maintenance of the College integrated library system and related platforms, including:

- (a) Maintain bibliographic, circulation, and borrower data in an integrated library system. Design, applications, enhancements of, and major changes of operation to the integrated library system shall be subject to review by the PYM Technology Committee;
- (b) Manage the College integrated library 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 or their designee. The management responsibility for the integrated library 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 to maintain the highest quality bibliographic MARC database;
- (c) Acquire and provide for effective maintenance and support of all essential present and future, central and remote integrated library system equipment at its own expense; and provide for secure installation and housing for integrated library system except such integrated library system equipment as is acquired by CCRLS Member Library for installation at its library, or as otherwise provided in Attachment A 1)a)xiv) of this agreement;
- (d) Coordinate and assume cost for installation of telecommunications equipment and lines needed at CCRLS Member Library's central and branch libraries for use with integrated library 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;

- (e) Acquire and furnish to CCRLS Member Library, at College's direct cost, certain necessary supplies, and services, such as utilities, library cards, barcodes, patron notices, storage media, and other supplies except printer paper, cartridges and toner which may be required to provide the services of integrated library system to CCRLS Member Library;
- (f) Provide at CCRLS Member Library's request, specialized reports not regularly generated by integrated library system;
- (g) Coordinate all service, support, equipment purchases and maintenance necessary to the proper operation of integrated library system and enforce rules and standards for use of integrated library system by CCRLS Member Library. CCRLS Member Library shall enter, retrieve, modify, and delete data in and from integrated library system in accordance with those rules and standards;
- (h) 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 integrated library 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 integrated library system is compromised or damaged, College shall not "lock out" CCRLS Member Library terminals from integrated library system;
- (i) 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 integrated library system, and pay all related installation, acquisition, maintenance, and use cost;
- (j) Except for equipment and software purchased by CCRLS Member Library under Attachment A 1) a) xiv), all integrated library 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;
- (k) The College will provide ILL service through OCLC. CCRLS will serve as the 'Referral Center,' coordinating external loans and mediating borrowing requests from CCRLS Member Library staff. CCRLS Member Library will be responsible for shipping costs incurred through non-Orbis channels; the College will reimburse CCRLS Member Library for material lost and/or damaged in the ILL lending process; CCRLS Member Library will be responsible for material lost and/or damaged in the ILL borrowing process;
- (l) Contract for hosting maintenance and backup of the College integrated library 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 integrated library system experiences down time or loss of data, which cannot be recovered;
- (m) Facilitate integrated library system training for CCRLS Member Library staff as deemed necessary. The College shall provide access to integrated library system user documentation for CCRLS Member Library's staff. All other training of CCRLS Member Library staff shall be the responsibility of CCRLS Member Library;
- (n) Provide for general maintenance and utilities to support the College integrated library system. This obligation includes janitorial service, maintenance painting as necessary, structural repairs, lighting and electrical system maintenance, and HVAC maintenance;
- (o) While providing computer network access to the College integrated library 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;

- (p) 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;
  - (q) 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 integrated library system. The board, however, shall not take such actions without the recommendation of the CCRLS Advisory Council;
  - (r) 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;
  - (s) 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;
  - (t) 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;
  - (u) Provide regular courier service between the participating libraries;
  - (v) 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;
  - (w) Coordinate group purchasing of computer access and print management software licenses from Envisionware (or subsequent vendor); and
  - (x) 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 Debt Collect on a usage basis.
- (3) Electronic Payments for Fines, Lost Book Charges, or Other Charges
- (a) Through College, collect and process electronic payments for fines, lost book charges, or other charges owed to CCRLS Member Library. The College recognizes that CCRLS Member Library may adopt payment options which are not processed through College PayPal account and that College has no opportunity or obligation to service those transactions;
  - (b) Process charges that are paid only through the shared integrated library system operated by College;
  - (c) 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;
  - (d) Compile and calculate monthly charges. 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;
  - (e) 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;

- (f) College shall be credited payments for unidentified charges, or for items, which College has previously reimbursed CCRLS Member Library;
- (g) College shall acknowledge responsibility only for the amount of any correction without penalty;
- (h) 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; and
- (i) College shall, at all times during the term of this agreement, be able to demonstrate that the integrated library system and that of any acquirer, third party provider or processor that is used in providing services pursuant to this agreement, comply with Payment Card Industry Data Security Standards.

## 2) Consideration

- a) College will compensate CCRLS Member Library:
  - i) 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; and
  - ii) 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 College integrated library system. Each net loan shall be paid in the amount shown in Exhibit 1. Payments shall be made quarterly as provided herein.
- b) City of Newberg Only:
  - i) 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; and
  - ii) In the interest of expanding library access to an unserved population, College will permit the City of Newberg to issue CCRLS basic library cards to applicants who reside in that portion of Yamhill County that is within the boundaries of the Portland Community College district, including the City of Dundee.
- c) The College will invoice CCRLS Member Library for services and licenses provided through group purchases quarterly or annually as more specifically described in 1)b)i)(2). (Including but not limited to §v, w, x) and fees described in 1)b)i)(3); and
- d) Payments made or invoices issued under this agreement, either for full or partial payment, shall reference the College contract number written herein.



**10698200 Exhibit 1**  
**FY 2023–2024 Compensation Schedule (July 1, 2023 – June 30, 2024)**

**Non-Resident Library Service Fee to CCRLS Participating Entity Library by College**

Library	Annual Amount	Quarterly Payment
Amity Public Library	\$7,935	\$1,983.75
Chemeketa Community College Library	\$2,294	\$573.50
Dallas Public Library	\$160,966	\$40,241.50
Dayton Library (Mary Gilkey City Library)	\$9,019	\$2,254.75
*Grand Ronde Tribal Library	\$0.00	\$0.00
Independence Public Library	\$60,554	\$15,138.50
Jefferson Public Library	\$34,769	\$8,692.25
Lyons Public Library	\$14,401	\$3,600.25
McMinnville Public Library	\$219,195	\$54,798.75
Monmouth Public Library	\$64,329	\$16,082.25
Mt. Angel Public Library	\$28,414	\$7,103.50
Newberg Public Library	\$107,738	\$26,934.50
Salem Public Library	\$689,303	\$172,325.75
Sheridan Public Library	\$14,293	\$3,573.25
Silver Falls Library District	\$115,603	\$28,900.75
Stayton Public Library	\$133,815	\$33,453.75
Willamina Public Library	\$12,274	\$3,068.50
Woodburn Public Library	\$95,469	\$23,867.25

\*Grand Ronde live circ date was 6/8/2022

**Net Loan Payment to CCRLS PARTICIPATING ENTITY by College:** The net loan payment rate for fiscal year 2023-2024 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 2023-2024 shall be \$181,837.98.