

**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. 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

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

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

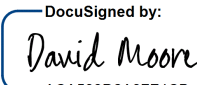
WASHINGTON COUNTY:

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

[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:  DocuSigned by:
ACA583D2A37E4CB...

Title: CFO

Date: 8/17/2023 | 13:56 PDT

CITY OF TIGARD:

By:  DocuSigned by:
CF65C4E7F943419...

Title: Director of Library Services

Date: 8/17/2023 | 16:08 PDT

CITY OF TUALATIN:

By:  DocuSigned by:
E3EFB28A897547E...

Title: City Manager

Date: 8/18/2023 | 09:44 PDT

WASHINGTON COUNTY:

By:

DocuSigned by:

Rachael Fuller

2900A429AAF1462...

Title:

Assistant County Administrator

Date:

8/18/2023 | 09:52 PDT

For Administrative Use Only – Z99999

Supplier Name: Tigard-Tualatin School District, The City of Tigard, The City of Tualatin

Actual Contract Number (CustomText4): 23-1217

Department (Location): Coop Library

Contract Type: 8 Agreements

Contract Sub Type (Custom2Code): MOU: Memo of Understanding

Minute Order Date:

Minute Order Number:

Master Contract Number (CustomText1): 23-1217

Bid/RFP # (BidRFP):

BPO Number (Custom1Code): \$0 or Not Applicable

SHIP TO (LocShipTo): Coop Library

BILL TO (LocBillTo): Coop Library

Project Number (CustomText2):

Chargeable Program Number (ChargeProgram):

Contract Admin (Administrator): Kathryn Anderson

Certificate Of Completion

Envelope Id: 2FEC4566726E4CDA9F585B26A358868A

Status: Completed

Subject: Complete with DocuSign: 23-1217: Multiple Signers

Source Envelope:

Document Pages: 8

Signatures: 4

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Connie Wilson

155 N. First Ave, Suite 270

MS28

Hillsboro, OR 97124-3087

Connie_Wilson@co.washington.or.us

IP Address: 204.147.152.5

Record Tracking

Status: Original

8/17/2023 1:43:45 PM

Holder: Connie Wilson

Connie_Wilson@co.washington.or.us

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington County

Location: DocuSign

Signer Events

David Moore

dmoore@ttsd.k12.or.us

CFO

Tigard-Tualatin School District 23J

Security Level: Email, Account Authentication
(None), Access Code**Signature**

DocuSigned by:


ACA583D2A37F4CB...

Signature Adoption: Pre-selected Style

Using IP Address: 66.154.209.53

Timestamp

Sent: 8/17/2023 1:47:38 PM

Viewed: 8/17/2023 1:51:37 PM

Signed: 8/17/2023 1:56:59 PM

Electronic Record and Signature Disclosure:

Accepted: 8/17/2023 1:51:37 PM

ID: 92f1dcb5-375b-4fa6-bdc2-1203c0ce3ba9

Halsted Bernard

halstedb@tigard-or.gov

Director of Library Services

City of Tigard

Security Level: Email, Account Authentication
(None), Access Code

DocuSigned by:


CF65C4E7F943419...

Signature Adoption: Pre-selected Style

Using IP Address: 208.71.205.130

Sent: 8/17/2023 1:57:00 PM

Viewed: 8/17/2023 4:08:06 PM

Signed: 8/17/2023 4:08:29 PM

Electronic Record and Signature Disclosure:

Accepted: 4/26/2021 8:13:06 AM

ID: 4f8e6ce6-9bf1-42cd-b778-52523f40c79e

Sherilyn Lombos

slombos@tualatin.gov

City Manager

Security Level: Email, Account Authentication
(None), Access Code

DocuSigned by:


E3EFB28A897547E...

Signature Adoption: Pre-selected Style

Using IP Address: 208.71.205.225

Sent: 8/17/2023 4:08:30 PM

Viewed: 8/18/2023 9:44:30 AM

Signed: 8/18/2023 9:44:49 AM

Electronic Record and Signature Disclosure:

Accepted: 7/16/2020 8:56:37 AM

ID: cc18a344-d084-467c-a681-e3d8a2016030

Rachael Fuller

Rachael_Fuller@washingtoncountyor.gov

Assistant County Administrator

Security Level: Email, Account Authentication
(None), Access Code

DocuSigned by:


2900A429AAF1462...

Signature Adoption: Pre-selected Style

Using IP Address: 204.147.152.5

Sent: 8/18/2023 9:44:50 AM

Viewed: 8/18/2023 9:51:45 AM

Signed: 8/18/2023 9:52:06 AM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 8/18/2023 9:51:45 AM ID: 11a4cae2-4795-42ff-bc1b-7f16689f33b2		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/17/2023 1:47:38 PM
Certified Delivered	Security Checked	8/18/2023 9:51:45 AM
Signing Complete	Security Checked	8/18/2023 9:52:06 AM
Completed	Security Checked	8/18/2023 9:52:06 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO SHI OBO Washington County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO SHI OBO Washington County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tina_hartmeier@co.washington.or.us

To advise Carahsoft OBO SHI OBO Washington County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us

at tina_hartmeier@co.washington.or.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO SHI OBO Washington County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email

to tina_hartmeier@co.washington.or.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO SHI OBO Washington County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to tina_hartmeier@co.washington.or.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO SHI OBO Washington County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO SHI OBO Washington County during the course of your relationship with Carahsoft OBO SHI OBO Washington County.