

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: 10196100

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 Salem, Oregon, an Oregon municipal corporation, by and through its Salem Public Library, hereafter known as City.

2) 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.

City, 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.

3) Purpose of Agreement/Consideration

The purpose of this agreement is to provide for the participation of the library of City 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.

4) Term and Termination

- a) Parties agree that the term of this Agreement shall commence July 1, 2013 and shall continue through June 30, 2018 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 City 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 City to provide the Work required by 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 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.
 - 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 to CITY its current bibliographic, borrower, and circulation records and databases in machine-readable media and format.
 - i) In the event that the CCRLS activities of the COLLEGE 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.

5) Subcontractors

City 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.

6) Amendments

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

7) 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.

8) 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.

9) 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.

10) 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).

11) 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.

12) Ownership of Work Products

All Work Product created by College 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 CITY. The College and CITY 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," College 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 CITY's

reasonable request, College shall execute such further documents and instruments necessary to fully vest such rights in the CITY. College 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.

13) 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, CITY will take reasonable agreed upon measures to identify internet users accessing the internet over the CCRLS network.

14) 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.

15) Force Majeure

Neither City 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.

16) Assignment

City shall not assign or transfer its interest in this Agreement without the express written consent of College.

17) 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

City

JOHN M. GOODYEAR,
EXECUTIVE DIRECTOR
CHEMEKETA COOPERATIVE
REGIONAL LIBRARY SERVICE

With an electronic copy to
pcservices@chemeketa.edu

CHEMEKETA COMMUNITY COLLEGE
PO BOX 14007
4000 LANCASTER DR NE
SALEM, OR 97309-7070

LINDA NORRIS, CITY MANAGER

CITY OF SALEM
555 LIBERTY STREET SE
SALEM, OR 97301

18) Contact Persons

College

City

JOHN M. GOODYEAR,
EXECUTIVE DIRECTOR
CHEMEKETA COMMUNITY COLLEGE
PO BOX 14007
4000 LANCASTER DR NE
SALEM, OR 97309-7070
Phone: 503-399-5014, Fax: 503-399-5038
Email: jgoodyear@ccrls.org

B.J. TOEWE, LIBRARY ADMINISTRATOR
SALEM PUBLIC LIBRARY
PO BOX 14810
SALEM, OR 97309
Phone: 503-588-6084, Fax: 503-588-6055
Email: bjtoewe@cityofsalem.net

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

City

(Signature) (Date)
Julie Huckestein, VP/CFO or
Rebecca L. Hillyer, Director – Legal Resources

Linda Norris 7/24/0013
(Signature) (Date)
Linda Norris, City Manager

John M. Goodyear 5/29/13
(Signature) (Date)

John M. Goodyear, Executive Director, CCRLS

APPROVED:

B.J. Toewe 7.11.13
(Signature) (Date)
B.J. Toewe, Library Administrator

Revised 5.27.13

Attachments:

- A – Statement of Work/Consideration
- A.1 – Compensation Schedule
- B. – Council Member Listing