

RESOLUTION NO. 288

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BROOKINGS, OREGON, AUTHORIZING THE CITY OF BROOKINGS LIBRARY COMMISSION TO SIGN AN AGREEMENT WITH THE CHETCO COMMUNITY LIBRARY FOUNDATION.

WHEREAS, the City of Brookings, by the adoption of Resolution No. 204, encouraged the formation of that public, non-profit foundation known as the Chetco Community Library Foundation, and

WHEREAS, the City of Brookings, by the adoption of Ordinance No. 329, created the Chetco Community Public Library Board of Trustees, and

WHEREAS, it is the responsibility of the Chetco Community Library Foundation to administer funds donated to the Foundation for the purpose of serving the cultural, recreational and educational enrichment of the Brookings-Harbor community, and

WHEREAS, foundations, such as the Chetco Community Library Foundation, have access to funds which are not available to tax-supported organizations, and

WHEREAS, the Chetco Community Library Foundation and the City of Brookings have over-lapping fiscal years which requires concerted coordination efforts to insure effective utilization of all funds within State and Federal guidelines and statutory requirements, and

WHEREAS, it is the responsibility of the Chetco Community Public Library Board of Trustees to be an advisory body to the Brookings City Council in making recommendations regarding the operation of the Chetco Community Public Library, and

WHEREAS, certain funds have been received by the City which generated legal questions culminating in a case presently before the Circuit Court of Curry County, Case No. C80-11-156, and

That the City of Brookings Library Commission be and hereby is authorized to enter into the attached agreement, by this reference being made a part hereof, between the Chetco Community Library Foundation and the City of Brookings.

APPROVED AND ADOPTED by the Council of the City of Brookings this 13th day of October, 1981.

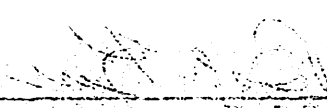
Bob Kerr
Mayor Bob Kerr

ATTEST:

Naomi Bradfield
Naomi Bradfield, Recorder/Treasurer

That the City of Brookings Library Commission be and
herby is authorized to enter into the attached agreement,
by this reference being made a part hereof, between the
Oreco Community Library Foundation and the City of Brook-
ings.

APPROVED AND ADOPTED by the Council of the City of
Brookings this _____ day of _____, 1981.



Mayor Bob Kern

WITNESSES:

Naomi Brackley, Recorder/Treasurer

WHEREAS, the City Council Library Commission and the Chetco Community Library Foundation Board of Trustees have been meeting in good faith in an attempt to insure legal and proper administration of all funds in the best interest of the residents of the Brookings-Harbor community, and

WHEREAS, it is the legal responsibility of all parties and agencies involved to conform to all pertinent statutory requirements, and

WHEREAS, the Chetco Community Library Foundation has agreed to provide accountability for all funds to the City thru the time of this agreement and for as long as the funds exist, and

WHEREAS, the purpose of this agreement is to encourage cooperative library activities, and

WHEREAS, it is the intention of all parties to have the principal remain intact except in the case of an extreme library emergency at which time the City shall have input as beneficiary to the Trust, and

WHEREAS, nothing in this resolution shall preclude the Foundation from seeking funds from Federal, State, private or other sources for special library purposes. Nothing in this resolution shall be binding upon funds secured from those sources, nor upon dividends, interest income or other income from investment of funds, and

WHEREAS, coordinated budgeting activities must be pursued by both parties to insure achievement of goals within statutory restrictions of both agencies, and

WHEREAS, all sections of this resolution and agreement be interpreted now and in the future in the good faith attitude applied by the original participants to insure that the funds being administered by the City of Brookings and the Chetco Community Library Foundation provide the greatest possible cultural, recreational and educational enrichment to the Brookings-Harbor community;

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE-STATED RECITALS AND THE TERMS, COVENANTS AND CONDITIONS HEREIN STATED BELOW, BE IT RESOLVED by the Mayor and City Council of the City of Brookings:

AGREEMENT

THIS AGREEMENT, made this 13th day of OCTOBER, 1981, between CHETCO COMMUNITY LIBRARY FOUNDATION, an Oregon non-profit corporation, hereinafter called "the Foundation", and the CITY OF BROOKINGS, a municipal corporation, hereinafter called "the City".

WITNESSETH:

Whereas, a lawsuit designated as Case number C80-11-156 is presently pending in the Circuit Court of the State of Oregon for the County of Curry, and said lawsuit involves the parties herein, together with individual Third Party Defendants on the Board of Trustees of the Foundation; and,

Whereas, the Foundation and the City desire to settle the said lawsuit and do hereby set forth mutual covenants and conditions constituting the consideration for the settlement of said lawsuit; now, therefore,

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

(1) The Foundation and the City hereby mutually agree it would be in the best interests of the Library and the City of Brookings to have the Estate of Louis Eldon Morgan continue to be held in trust and the principal thereof not be disbursed, but the interest and dividend income thereon be budgeted annually for library purposes. The term library purposes is to be construed as artistic, cultural, educational and recreational endeavors for the enrichment of the community. An emergency may be deemed by the Foundation and by their vote an expenditure may be made from the principal.

(2) At any time, the City may petition the Foundation for monies. Upon approval by the Foundation, this amount would be appropriated as an "in and out item" by the City. However, prior to the payment of any funds by the Foundation, prior written approval must be given by the Foundation on each individual approved request submitted by the City.

(3) Nothing in this agreement shall preclude the Foundation from seeking funds from federal, state, private or other sources for special library purposes. Nothing in this agreement shall be binding upon funds secured from those sources.

ARTICLE I

THIS AGREEMENT, made this _____ day of _____, 1911, between CHAS. C. LINDSEY, a resident of the County of Clatsop, State of Oregon, and the City of Brookings, a municipal corporation, hereinafter called "the City".

WITNESSETH:

Whereas, a lawsuit designated as Case Number 880-11-115 is presently pending in the Circuit Court of the State of Oregon for the County of Clatsop, and said lawsuit involves the parties herein together with individual Third Party Defendants on the one hand and Trustees of the Foundation, and

Whereas, the Foundation and the City desire to settle the said lawsuit and do hereby set forth mutual covenants and conditions constituting the consideration for the settlement of said lawsuit; now, therefore,

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

(1) The Foundation and the City hereby mutually agree it would be in the best interests of the library and the City of Brookings to have the estate of Louis Elmer Morgan continue to be held in trust and the principal thereof not be disbursed, but the interest and dividend income thereon be budgeted annually for library purposes. The term library purposes is to be construed as educational, cultural, educational and recreational endeavors for the enrichment of the community. An emergency may be deemed by the Foundation and by their vote an expenditure may be made from the principal.

(2) At any time, the City may petition the Foundation for monies. Upon approval by the Foundation, the amount would be appropriated as an "in and out item" by the City. However, prior to the payment of any funds by the Foundation, prior written approval must be given by the Foundation on each individual approved request submitted by the City.

(3) Nothing in this agreement shall preclude the Foundation from seeking funds from Federal, State, private or other sources for special library purposes. Nothing in this agreement shall be binding upon funds secured from these sources.

Agreement
Chetco Community Library Foundation
and the City of Brookings

(4) Any donation received after the above date, in the amount of \$250.00 or more, by either the City or the Foundation, where a dispute develops, a joint meeting shall be called with the Trustees of the Foundation, members of the Library Advisory Board and the City Library Commission coming together to determine the proper placement of the funds according to the wishes of the donor. In the event of an impasse, the City Library Commission shall be and hereby is authorized to make the final decision.

(5) The Foundation agrees to provide the City annually, for their records, copies of the profit and loss statements, IRS form 990 and CT-12 beginning with the year 1977.

(6) Based upon the foregoing mutual covenants and agreements, the parties hereto do hereby agree that Case number C80-11-156 in the Circuit Court of the State of Oregon for the County of Curry, entitled "Anne Hicks, Plaintiff vs. Chetco Community Library Foundation, an Oregon non-profit corporation, and the City of Brookings, a municipal corporation, Defendants, and the City of Brookings, a municipal corporation, Third Party Defendants" be dismissed, with prejudice and without cost to either party, except the Foundation and the City do hereby agree to each pay one-half (1/2) of the attorney's fees and costs of \$561.50 awarded to James Gardner as the attorney for Anne Hicks. The Foundation remitted the amount of \$280.75 on June 8, 1981 and the City the amount of \$280.75 on July 20, 1981.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

THIRD PARTY DEFENDANTS:

Shirley M. Kellis
Shirley Kellis
Jack R. Ross
Jack Ross
Dorothy Harroun
Dorothy Harroun

CHETCO COMMUNITY LIBRARY FOUNDATION:

Chairman Shirley M. Kellis
Person
Vice-
Chairman Jack R. Ross
Secretary Allen B. Ford
Treasurer Dorothy Harroun

CITY OF BROOKINGS:

Mayor Bob Kern
Councilman John Geraghty

