

RESOLUTION 85-1162

A RESOLUTION APPROVING INTERGOVERNMENTAL CONTRACT FOR REGIONAL LIBRARY SERVICE BETWEEN THE CITY OF NEWBERG AND CHEMEKETA COMMUNITY COLLEGE DISTRICT FOR THE TERM FROM JULY 1, 1985 TO JUNE 30, 1986.

WHEREAS, the Mayor, City Manager and Librarian have reviewed the intergovernmental contract for regional library services to be entered into between Chemeketa Community College District and the City of Newberg; and

WHEREAS, it is recommended that the City of Newberg, through it's established public library facility, enter into this agreement with Chemeketa Community College District to provide the services set forth in their agreement for the fiscal year 1985-1986.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newberg, Oregon, as follows, to-wit:

1. That the Mayor and City Recorder are authorized and directed to execute the agreement on behalf of the City of Newberg.
2. A copy of the agreement is attached to this resolution and made a part hereof as Exhibit A.

ADOPTED by the City Council of the City of Newberg, Oregon, this 3rd day of September, 1985.


Arvilla Page - City Recorder

INTERGOVERNMENTAL CONTRACT FOR REGIONAL LIBRARY SERVICES

THIS AGREEMENT, made and entered into by and between Chemeketa Community College District, a community college established pursuant to Chapter 341 of the Oregon Revised Statutes, hereinafter referred to as the "COLLEGE" and the City of Newberg, an Oregon municipal corporation, hereinafter referred to as the CITY;

WHEREAS, the CITY, by resolution of its governing body has participated with the COLLEGE for the past eight years in the Chemeketa Cooperative Regional Library Service, an intergovernmental public library service to residents of Yamhill County, hereinafter referred to as the "SERVICE"; and

WHEREAS, a three-year serial tax levy to finance the SERVICE from July 1, 1985, to June 30, 1988, was approved by the COLLEGE District voters on March 26, 1985;

WHEREAS, the most economical and effective provision of the SERVICE has been demonstrated to be through contract with established public library facilities; and

WHEREAS, the COLLEGE and the CITY are each willing and able to provide part of the SERVICE as hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and by virtue of the authority granted by the provisions of Chapters 190 and 357.451 of the Oregon Revised Statutes, the parties hereto mutually agree as follows:

ARTICLE I: Duties and Responsibilities of the Parties

A. The Duties and Responsibilities of the COLLEGE shall be as follows:

1. Provide for fiscal and administrative management of the SERVICE.
2. Maintain:
 - (a) the Chemeketa Regional Library Service Advisory Committee, hereinafter referred to as the "CCRLS ADVISORY COMMITTEE", through which recommendations on policies of the SERVICE can be expressed; and
 - (b) an ongoing liaison with the PYM Library Association (or their designated executive committee) through which recommendations on procedures and their implementation can be expressed. Exhibit "A" as attached includes the present membership of the CCRLS Advisory Committee.
3. Provide regular Courier Service between the participating libraries.

4. Provide free reciprocal borrowing privileges to patrons of the SERVICE, subject to the existing rules and procedures of the COLLEGE library.
 5. On a quarterly basis, the COLLEGE will make a payment to the CITY as compensation for the agreement of the CITY to provide nonresident library cards for residents of the COLLEGE District at no charge. Such payment in 1985 shall be based upon the actual number of cards issued quarterly, by the CITY, to nonresidents. Payment level shall be \$7.50 per card issued. Payment level may vary in 1986-87 and 1987-88 depending on the per capita expenditure by the city library budget.
 6. Provide a monthly accounting and quarterly reporting of expenditures under this program to the CCRLS Advisory Committee.
- B. The Duties and Responsibilities of the CITY shall be as follows:
1. Provide free borrowing privilege to card holding residents of the COLLEGE District subject otherwise to the existing rules and procedures of the Newberg Library.
 2. Provide reference and information services to patrons and participating libraries in cooperation with the COLLEGE and the other participating libraries.
 3. Provide for the regular participation of the Newberg library director in meetings of the Polk, Yamhill and Marion Library Association and as may be necessary in meetings of the CCRLS Advisory Committee. Regular participation shall be defined as attendance at five (5) PYM Association meetings. The September meeting of the PYM Association shall be for the purpose of reviewing the procedures manual and attendance at this meeting is mandatory for the city librarian.
 4. Provide an accounting to the COLLEGE's Service Coordinator of the number of the CITY's nonresident library cards issued on a quarterly basis.
 5. Pay to the COLLEGE the sum of \$5,100 by December 15, 1985, as payment for participation in the SERVICE in lieu of taxes since Newberg is outside the area taxed to provide this SERVICE.

ARTICLE II: Time of Performance

This contract shall commence July 1, 1985 and shall terminate on June 30, 1986.

ARTICLE III: Amendments

This contract may be amended only by joint agreement of the parties herein.

ARTICLE IV: Termination

Either party may terminate this contract upon the other party's material breach of any of the terms and conditions hereof, by giving written notice of termination to the other party at least sixty days in advance of the effective date of termination. Cure of the breach by the party in default within the sixty day period shall void the effect of the termination date.

Upon termination or expiration of this contract, the CITY shall assist the COLLEGE by delivering all necessary records or materials needed for the SERVICE to be continued in an orderly manner.

IN WITNESS WHEREOF, the COLLEGE has, by direction of its Board of Education, caused this contract to be signed in its name by its President; and the CITY, by resolution of its City Council, has caused this contract to be executed the same by its Mayor, this 3rd day of September, 19 85.

CITY OF NEWBERG

CHEMEKETA COMMUNITY COLLEGE

Elven Hall
Mayor-Newberg

W.E. Siquira
President

Doreen Surpin
Library Department Head

Lewell Ford
CCRLS Coordinator

Arvilla Ray
City Recorder

Attest:

Nicholas P. Teers
City Attorney

William Steiner
College Attorney

EXHIBIT A

CHEMEKETA COOPERATIVE REGIONAL LIBRARY SERVICE
ADVISORY COMMITTEE

Lay Members

Charles Grell
Polk County

Ann Evers
Yamhill County

Lou Androes
Marion County

Richard Lutz
Marion County

Harry Engel
Polk County

Martha Stewart
Yamhill County

Ex Officio Members

George Smith
Oregon State Library

Alan Hershey
Mid-Willamette Valley
Council of Governments

Donna Carver
Secretary, CCRLS
Chemeketa Community College

Lowell Ford
Coordinator, CCRLS
Chemeketa Community College
PO Box 14007
Salem OR 97309
399-5119

Professional Members

George Happ
Salem Public Library

Linda Sprauer
Woodburn Public Library

Norman Sams
Dallas Public Library

Doreen Turpen
Newberg Public Library

Linda Loomis
Chemeketa Community College
Library