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**INTERGOVERNMENTAL AGREEMENT CONTRACT AMENDMENT**

1. This contract is between Chemeketa Community College, hereinafter called COLLEGE, and NEWBERG, OREGON, hereinafter called the CITY.
2. Addendum number six (6) to original contract number 88-33-031.
3. The contract entered into on February 23, 1990, between the COLLEGE and CITY shall be amended as follows:

**Section 4.0 CONSIDERATION**, paragraphs 2 and 3, are changed to read as follows:

The COLLEGE will make the following payment to the CITY as compensation for the CITY providing nonresident library service for residents of the COLLEGE District at no charge. Payments in 1993-94 shall be based on circulation and renewals of CITY materials as counted by the CCRLS automated integrated library system. CITY shall be reimbursed for each circulation and renewal of its materials to district residents outside its CITY boundaries, but within the COLLEGE district. Of the \$344,615 designated for reimbursement among CCRLS libraries in 1993-94, \$86,153.75 shall be paid each quarter. CITY'S share of each quarter's reimbursement shall be computed based upon its percentage of the total circulations and renewals made that quarter by CCRLS libraries to district residents.

In consideration for participation in the CCRLS system and in lieu of taxes, since the CITY is outside the area taxed to provide this service, the CITY will pay to the COLLEGE the sum of \$11,500.00 on or before 15 of December each year this agreement is in effect.

**Section 7.0 CONFIDENTIALITY OF DATA**, paragraph 1 and 2 are deleted in their entirety as follows:

~~The circulation records involved in the System shall be deemed to be exempt from public disclosure pursuant to ORS 192.500 (2) (b), ORS 192.500 (2) (c). Individual patron records will also be deemed exempt pursuant to ORS 192.502 (2) (personal privacy exemption). Patron records may be disclosed in cases where personal privacy is not an issue (e.g. bulk mailings) as determined by the CCRLS "Records Officer."~~

~~The parties hereto recognize that in receiving such information they have obligated themselves not to disclose such information and to follow CCRLS Records Management Policies. All requests for information disclosure must be submitted in writing to designated CCRLS "Records Officer."~~

4. In performing the above, it is understood and agreed that all other terms and conditions of the original contract are still in effect.

DATE THIS 1st DAY OF JULY 1993.

CONTRACTOR FOR THE CITY

BY Duane R. Cole DATE: 2-14-1994  
Duane Cole, City Administrator of Newberg  
*Manager*

CHEMEKETA COMMUNITY COLLEGE

BY Linda Cochran DATE: 2-14-94  
Linda Cochran, CCRLS Coordinator

APPROVED (CHEMEKETA COMMUNITY COLLEGE)

BY H. Philip Barth DATE: 11-16-93  
H. Philip Barth, Director of Business Services

**INTERGOVERNMENTAL AGREEMENT  
AGREEMENT TO SELL/PURCHASE HARDWARE**

**DOCUMENT NUMBER: 48 XXX 92**

**PARTIES TO AGREEMENT**

This Agreement is made between Chemeketa Community College, a community college (established under ORS Chapter 431) ("COLLEGE"); hereinafter called COLLEGE and the CITY OF NEWBERG, OREGON hereinafter called CITY.

**PURPOSE OF AGREEMENT**

The purpose of this Agreement is to set forth the terms and conditions under which the COLLEGE shall sell, and the CITY shall purchase, the equipment set forth below for use by the CITY library in its performance under a separate (CCRLS) Agreement Number 88-33-031 entered into between the COLLEGE and the CITY on February 23, 1990.

**RIGHTS AND OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT**

**UNDER THE TERMS OF THIS AGREEMENT THE COLLEGE SHALL:**

Deliver and install in the CITY library, the following equipment within ten (10) days after execution of this Agreement:

| <u>Hardware Item</u>                  | <u>Sales Price</u> |
|---------------------------------------|--------------------|
| (1) Multiplexor TS 1000, 12 Channels  | \$5,000            |
| (1) Modem CM 9600                     | 1,155              |
| (1) Modem Emulux Rackmount (CPU end)  | 1,095              |
| (1) SPX 30 Share (Multiplexor at CPU) | <u>2,790</u>       |
| Total Hardware                        | \$10,040           |
| Installation Charges                  | <u>\$ 924</u>      |
| Total Hardware and Installation Costs | \$10,964           |

Credit payments due the CITY for Non-Resident Reimbursement and Lost Book Claims, as established in the above referenced February 23, 1990 Agreement, against the total hardware and installation costs of \$10,964, until such time as the COLLEGE has received full payment in the amount of \$10,964.

Retain title to the above described hardware until such time as COLLEGE has the received full payment of \$10,964 as herein provided.

At such time as the COLLEGE has received full payment for the hardware cost and installation charges set forth above, transfer title of the equipment to the CITY.

Provide notice of non-resident reimbursement amounts on a quarterly basis as to the amounts credited

against the cost of the equipment and the current balance due.

Provide a credit to the CITY for the equipment that is currently in use if the COLLEGE can find a buyer.

#### **UNDER THE TERMS OF THIS AGREEMENT THE CITY SHALL:**

Accept delivery of the above described hardware from the COLLEGE.

Bill the COLLEGE for Non-Resident Reimbursements and Lost Book Claims as set forth in the above referenced February 23, 1990 Agreement.

Agree that payments due from the COLLEGE for Non-Resident Reimbursements and Lost Book Claims shall be credited against the cost of the above described equipment and installation charges until such time as the COLLEGE has received the full amount of \$10,964.

Maintain, repair and keep in good working order the above equipment at its own expense so that it provides accurate and regular service.

Agree that in the event that the February 23, 1990 Agreement be terminated by either party or by mutual agreement of the parties or not extended beyond its present term, the CITY shall either 1) on demand, reimburse the COLLEGE for any outstanding balance due under this Agreement or 2) return to the COLLEGE all of the above described equipment in an "as received" condition.

#### **TERM AND TERMINATION**

Unless sooner terminated as herein provided, this Agreement shall be in effect from date of its execution until such time as the COLLEGE has the amount of \$10,964.

This agreement may be terminated by mutual consent of both parties, or by either party, upon thirty (30) days notice in writing and delivered by first class mail or in person.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination.

#### **AMENDMENTS**

The terms of this agreement shall not be waived, altered, modified, changed, supplemented, or amended in any manner whatsoever except by written instrument signed by the parties.

#### **DEFAULT**

In the event the CITY shall fail to perform on its part any term or condition herein or in the above reference February 23, 1990 Agreement, the COLLEGE may, at its option, by written notice delivered or mailed to the CITY, terminate this Agreement and all rights of the CITY hereunder, offset against all monies owing to the CITY the amount of any damages incurred by the COLLEGE as a consequence of CITY default and

pursue, without limitation, all other remedies available in law and equity.

## CONSTRUCTION

The provisions of this contract shall be construed in accordance with the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate Circuit Court of the State of Oregon.

## HOLD HARMLESS

CITY shall defend, save, and hold harmless the COLLEGE and its officers, agents, employees, and members from all claims, suits or actions of whatsoever nature resulting or arising out of the activities of the COLLEGE or its Subcontractors or agents, or employees under this contract.

## LIABILITY INSURANCE

CITY shall secure at CITY expense and keep in effect during the term of this Agreement, Fire Damage Liability insurance with Extended Coverage Endorsement, in amount equal to the sales price of the herein described hardware. Such insurance shall be obtained from an insurance company authorized to do business in the State of Oregon.

## SUCCESSOR IN INTEREST

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

## WAIVER

The failure of the COLLEGE to enforce any provision of this agreement shall not constitute a waiver by the COLLEGE of that or any other provision of this agreement.

## NOTICES

All notices and other communications hereunder shall be in writing and deemed to be given if delivered in person or mailed by first class mail to addresses shown below.

### FOR THE COLLEGE:

H. Philip Barth  
Name

Director - Business Services  
Title

399-5079  
Phone  
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### FOR THE CITY:

Don R. Cole  
Name

City Manager  
Title

503 538 9421  
Phone