

CHEMEKETA COOPERATIVE REGIONAL LIBRARY SERVICE

RECEIVED OCT 14 1995

TO: City Managers and Mayors

FR: Linda Cochrane
Coordinator

DATE: 10/12/95

RE: 1995-96 Intergovernmental Agreement Contract

I apologize for the delay in mailing the Chemeketa Cooperative Regional Library Service contracts. Chemeketa Community College Business office had requested new contracts be issued rather than the amendments as in the past. We have issued amendments for the last several years. So, enclosed are two copies of the Chemeketa Cooperative Regional Library Services 1994-95 Intergovernmental Agreement Contract. Please have the contractor for your city sign both copies and return one original to me at Chemeketa Community College. The other copy of the contract is for your city records.

If you have any questions, please feel free to call me at 399-5105. I look forward working with you in the coming months.

Please sign
Everything looks fine to me -
the couple of typos are not critical -
thanks.
Leah

Sign and file
with the other
CCRLS contracts
at city hall

Peggy - Jones - Please
file file over

INTERGOVERNMENTAL AGREEMENT

This agreement is between CHEMEKETA COMMUNITY COLLEGE hereinafter called COLLEGE and NEWBERG, OREGON, hereinafter called the CITY.

1.0 PURPOSE OF AGREEMENT

The purpose of this agreement is to provide for the participation of the city library of CITY in the CHEMEKETA COOPERATIVE REGIONAL LIBRARY SERVICE (CCRLS) under the terms and conditions set forth below.

2.0 TERM OF AGREEMENT

This agreement shall be in effect from July 1, 1995 until such time as terminated as provided for under "TERMINATION" below.

3.0 AUTOMATIC RENEWAL

This agreement shall be in effect for the period July 1, 1995 through June 30, 1996. This agreement shall be automatically renewed for a period of one (1) year at its expiration, unless one or both parties elect not to renew, or the agreement is terminated as provided for in this agreement.

4.0 CONSIDERATION

The parties have entered into this agreement in consideration of the mutual benefits and obligations contained in the agreement and, the additional considerations noted below.

The COLLEGE will make the following payments to the CITY as compensation for the CITY providing nonresident library service for the residents of the COLLEGE District at no charge. Payments in 1995-96 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 \$555,000.00 designated for reimbursement among CCRLS libraries in 1995-96, \$138,750.00 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 \$15,500.00 on or before 15 of December each year this agreement is in effect.

5.0 RESPONSIBILITIES UNDER THIS AGREEMENT

5.1 UNDER THE TERMS OF THIS AGREEMENT THE COLLEGE SHALL:

1. Provide for the fiscal and administrative management of the Service.
2. Maintain the following:
 - a. The Chemeketa Regional Library Advisory Committee hereinafter referred to as the CCRLS Advisory Committee, through which recommendations on policies of the Service can be expressed.
 - b. An ongoing liaison with Polk, Yamhill and Marion Library Association (or their executive committee) through which recommendations on procedures and their implementation can be expressed. Exhibit "A" as attached included 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. Provide a monthly accounting and quarterly reporting of expenditures under this program to the CCRLS Advisory Committee.
6. Provide operation and maintenance of an automated library system.

5.2 UNDER THE TERMS OF THIS AGREEMENT THE CITY SHALL:

1. Provide free borrowing privileges to card holding residents of the College District subject to the existing rules and procedures of the City library.
2. Provide reference and information services to patrons of the participating libraries in cooperation with the College and other participating libraries.

3. Provide for the regular participation of the library director in meetings of the Polk, Yamhill and Marion Library Association and as many be necessary in meetings of the CCRLS Advisory Committee. Regular participation shall be defined as attendance at five (5) PYM Association meetings. Attendance at the September meeting of the PYM Association is mandatory for the CITY library director.
4. Furnish the College with information quarterly regarding the number of nonresident library cards for the purposes set out in Paragraph 4.0 CONSIDERATION, above.

6.0 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.

7.0 TERMINATION

This agreement may be terminated by mutual agreement of the parties or by either of the parties as provided for below.

Either party may terminate this agreement 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 (60) days in advance of the effective date of termination.

Cure of a Breach of any term of this agreement, after reasonable notice of such breach by the damaged party, may void the termination.

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

This agreement and any changes, alternations, modifications, or amendments to it shall not be effective until approved by the appropriate representative of the College.

8.0 NOTICES

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

FOR THE CITY OF NEWBERG:

Name (type)

DUANE R. COLE
Title

CITY MANAGER
Mailing Address

414 E. FIRST

NEWBERG, ORE 97132
Telephone Number
(503)538-9421

9.0 CONTACT PERSONS FOR THIS CONTRACT

LEAH M. GRIFFITH
Name (type)

LIBRARY DIRECTOR
Title

503 E. HANCOCK ST.
Mailing Address

NEWBERG, OR 97132

(503) 538-1256
Telephone Number

FOR THE COLLEGE:

H. Philip Barth
Name (type)

Director—Business Services
Title

P. O. Box 14007
Mailing Address

Salem, Oregon 97309-7070

(503)399-5079
Telephone Number

Linda Cochrane
Name (type)

Coordinator—CCRLS
Title

P. O. Box 14007
Mailing Address

Salem, Oregon 97309-7070

(503)399-5105
Telephone Number

SIGNATURES

This contract and any changes, alterations, modifications, or amendments to it shall not be effective until approved by the appropriate representative of the parties hereto.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

CONTRACTOR FOR THE CITY OF NEWBERG:


Signature

DUANE R. COLE
Name (type)

CITY MANAGER
Title

Nov. 8, 1995
Date

FOR CHEMEKETA COMMUNITY COLLEGE:


Signature

H. Philip Barth
Name (type)

Director of Business Services
Title

10.6.95
Date

Exhibit A
CHEMEKETA COOPERATIVE REGIONAL LIBRARY SERVICE
Advisory Committee
1995 - 1996

Bradley Smith, Chair
Yamhill County Lay Member
2725 Leathers Lane
McMinnville, OR 97128 (b)864-2273
term expires: 6/30/97 (h)472-6401

Ellen D. Levine, Vice Chair
Marion County Lay Member
4039 Oakman Street S.
Salem, OR 97302 (b)399-5239
term expires: 6/30/97 (h)371-3974

Margaret Barnes
Director, Dallas Public Library
950 Main Street
Dallas, OR 97338 (b)623-2633
term expires: 6/30/98

Phyllis Bauer
Marion County Lay Member
1190 Randolph Road
Woodburn, OR 97071 (h)981-0907
term expires: 6/30/96

Sue Buel
Yamhill County Lay Member
20625 S.W. Highway 18
McMinnville, OR 97128 (h)843-2009
term expires: 6/30/98

Linda Cochrane, CCRLS Coordinator
Director, Chemeketa College Library
4000 Lancaster Drive/P. O. Box 14007
Salem, OR 97309-7070 (b)399-5105

Leah Griffith
Director, Newberg Public Library
503 East Hancock Street
Newberg, OR 97132
term expires: 6/30/96 (b)538-7323

George Happ
Director, Salem Public Library
585 Liberty Street S.E./P.O. Box 14810
Salem, OR 97309 (b)588-6071

Harvey Jobe
Polk County Lay Member
414 Stadium Dr. S. (b)838-0480
Monmouth, OR 97361 (h)838-5768
term expires: 6/30/98

Geraldine (Geri) Miller-Marshall
Polk County Lay Member
300 S. E. La Creole #258
Dallas, OR 97338
term expires: 6/30/96 (h)623-6876

Linda Sprauer
Director, Woodburn Public Library
280 Garfield Street
Woodburn, OR 97071 (b)982-5259
term expires: 6/30/97 (h)981-6011

Ex Officio Members

Joanne Aebischer
Automated Systems Coordinator
Chemeketa Community College
4000 Lancaster Drive/P. O. Box 14007
Salem, OR 97309-7070 (b)399-5202

Mary Ginnane, Admin. of Library Dev.
Oregon State Library
State Library Building
Salem, OR 97310 (b)378-2112

Alan Hershey, Executive Director
Mid-Willamette Valley Council
of Governments
105 High Street S. E.
Salem, OR 97301 (b)588-6177

Lois Groshong, PYM Chair
Director, Jefferson Public Library
128 North Main Street
Jefferson, OR 97352 (b)327-3826
(h)327-2177

Bob Wells, Assistant City Manager
City of Salem
555 Liberty Street S. E.
Salem, OR 97301 (b)588-6255

Secretary

Eileen Buyserie
Chemeketa Community College
P. O. Box 14007
Salem, OR 97309 (b)399-5039