

RECOLOGY WESTERN OREGON - VALLEY INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Statement of Earnings and Stockholder's Investment

For the Year Ended December 31, 2015

		<u>Percent</u>
Revenues	\$ 10,078,704	<u>100.0%</u>
Cost of operations		
Disposal costs	1,273,226	12.6
Labor costs	1,668,960	16.6
Operational expenses	<u>4,104,336</u>	<u>40.7</u>
Total cost of operations	<u>7,046,522</u>	<u>69.9</u>
Gross profit	3,032,182	30.1
General and administrative expenses	<u>1,830,535</u>	<u>18.2</u>
Earnings from operations	<u>1,201,647</u>	<u>11.9</u>
Other income		
Interest income	14,212	0.1
Gain on asset disposal	<u>3,500</u>	<u>0.0</u>
	<u>17,712</u>	<u>0.2</u>
Net earnings	1,219,359	<u>12.1%</u>
Stockholder's investment, net, beginning of year	441,057	
Net distributions to Parent and affiliates	<u>(1,491,863)</u>	
Stockholder's investment, net, end of year	<u>\$ 168,553</u>	

See accompanying notes to financial statements and independent accountant's review report.

RECOLOGY WESTERN OREGON - VALLEY INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Statement of Cash Flows

For the Year Ended December 31, 2015

Cash flows from operating activities:	
Net earnings	\$ 1,219,359
Adjustments to reconcile net earnings to net cash provided by operating activities:	
Depreciation	36,868
Gain on sale of equipment	(3,500)
Provision for bad debts	128,440
Changes in assets and liabilities:	
Accounts receivable	(34,066)
Prepaid expenses	(16,160)
Due from Parent	(162,459)
Accounts payable	5,113
Accrued liabilities	279,473
Deferred revenues	35,295
Net cash provided by operating activities	<u>1,488,363</u>
Cash flows from financing activities:	
Net distributions to Parent and affiliates	<u>(1,488,363)</u>
Net change in cash	-
Cash, beginning of year	-
Cash, end of year	<u>\$ -</u>
Supplemental disclosure of noncash activities:	
Property and equipment allocation distributed to Parent	\$ (3,500)

See accompanying notes to financial statements and independent accountant's review report.

RECOLOGY WESTERN OREGON - VALLEY INC.
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2015

(1) Accounting Policies

(a) Organization

Recology Oregon Waste - Valley Inc. (the "Company"), is a wholly owned subsidiary of Recology Oregon Inc., which is a wholly owned subsidiary of Recology Inc. (the "Parent" or "Recology"), which in turn is wholly owned by the Recology Employee Stock Ownership Plan (the "Recology ESOP" or the "ESOP").

(b) Revenue Recognition and Accounts Receivable

The Company recognizes revenue on an accrual basis when services are performed. Deferred revenues primarily consist of revenues billed in advance that are recorded as revenue in the period in which the related services are rendered. The majority of the Company's revenue is subject to rate regulation by the municipalities in which it operates.

The Company's receivables are recorded when billed and represent claims against third parties that will be settled in cash. The carrying value of the Company's receivables, net of the allowance for doubtful accounts, represents their estimated net realizable value. The Company estimates its allowance for doubtful accounts based on several factors, including historical collection trends, type of customer, existing economic conditions and other factors.

(c) Property and Equipment

Property and equipment, including major renewals and betterments, are stated at cost. It is the Company's policy to periodically review the estimated useful lives of its property and equipment. Depreciation is calculated on a straight-line basis over the estimated useful lives of assets as follows:

	<u>Estimated useful lives</u>
Buildings	20-40 years
Leasehold improvements	Shorter of lease or useful life
Machinery and equipment	6-8 years
Furniture and fixtures	8 years
Vehicles	9 years
Containers	10 years

Depreciation expense on the above amounted to \$36,868 for the year ended December 31, 2015. The cost of maintenance and repairs is charged to operations as incurred; significant renewals and betterments are capitalized.

RECOLOGY WESTERN OREGON - VALLEY INC.
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2015

(1) Accounting Policies (continued)

(d) Environmental Remediation Liabilities

The Company accrues for environmental remediation costs when they become probable and estimable, normally based on its best estimate within a range. If no amount within the range appears to be a better estimate than any other, the low end of such ranges is used. Remediation costs are estimated by environmental remediation professionals based upon site remediation plans they develop and on their experience working with regulatory agencies and the Company's environmental staff and legal counsel. All estimates require assumptions about future events due to a number of uncertainties, including the nature and extent of any contamination, the appropriate remedy or remedies, the final apportionment of responsibility among the potentially responsible parties, if any are identified, the financial viability of other potentially responsible parties, and regulatory agency requirements. Thus, actual costs incurred may differ from the Company's initial estimate. These estimates do not take into account discounts for the present value of total estimated future costs, as the timing of cash payments is not reliably determinable. The Company regularly evaluates the recorded liabilities when additional information becomes available or regulatory changes occur to ascertain whether the accrued amounts are accurate. The Company does not recognize recoverable amounts from other responsible parties or insurance carriers until receipt is deemed probable. No environmental liabilities were accrued at December 31, 2015.

(e) Impairment of Long-Lived Assets

The Company's policy is to review estimated undiscounted future cash flows and other measures of asset value for its operations when events or changes in circumstances indicate the carrying value of an asset may not be fully recoverable. If an asset is deemed impaired, a loss is recognized.

During the year ended December 31, 2015, there were no events or changes in circumstances that indicated the carrying value of an asset was not fully recoverable.

(f) Income Taxes

Effective October 1, 1998, the Parent elected to become an S corporation with the Company electing to be treated as a Qualified Subchapter S corporation subsidiary. Under S corporation rules, the Parent's taxable income and losses are passed through to the ESOP, the Parent's sole stockholder, which is exempt from income tax, and the Company is treated as a division of the Parent having no separate income tax obligations. The Parent has not allocated the income tax expense to the Company.

The Company recognized income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that has a greater than 50% likelihood of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs. The Company's accounting policy for evaluating uncertain tax positions is to accrue estimated benefits or obligations relating to those positions.

RECOLOGY WESTERN OREGON - VALLEY INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2015

(1) Accounting Policies (continued)

(f) Income Taxes (continued)

The Company records interest related to unrecognized tax benefits as interest expense and penalties as an administrative expense. For the year ended December 31, 2015, there was no interest or penalties recorded because the Company has no uncertain tax positions that meet the more likely than not threshold.

(g) Cash Concentration Account

The Company's bank account is linked to the Parent's concentration account. Cash balances (or deficits) at the end of each day are automatically transferred to (or from) the concentration account, so that at the end of any particular day, as well as at year-end, the Company's bank account has a zero balance, with related amounts debited or credited to the underlying intercompany account.

(h) Allocations

The Company includes allocated charges from the Parent and affiliates in operating expenses. The charges are allocated by applying activity appropriate factors to direct and indirect costs of the Parent and affiliates or based upon established fees.

(i) Use of Estimates

Management of the Company has made a number of estimates and assumptions relating to the reporting of assets and liabilities and the disclosure of contingent assets and liabilities to prepare these financial statements in conformity with accounting principles generally accepted in the United States of America. The more significant estimates requiring the judgment of management include the valuation of the allowance for doubtful accounts and accrued franchise fees. Actual results could differ from those estimates.

(j) Stockholder's Investment

The Company has 1,000 shares of common stock authorized and 500 shares issued and outstanding with no par value as of December 31, 2015. Stockholder's investment, net is comprised of the legal capital plus cumulative contributions net of distributions.

(k) Fair Value of Financial Instruments

The carrying amounts reported in the balance sheet of the assets and liabilities, which are considered to be financial instruments (such as receivables, accounts payable, and accrued liabilities), approximate their fair value based upon current market indicators.

RECOLOGY WESTERN OREGON - VALLEY INC.
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Notes to Financial Statements

December 31, 2015

(2) Operations

The Company collects refuse and recyclables in the City of McMinnville and surrounding municipalities in Yamhill and Polk Counties. The Company's refuse collection rates are set by these municipalities. The rate setting process may result in the disallowance of certain costs and/or delays in cost recovery, as well as differences in the timing of when revenues and expenses are recognized.

During the year ended December 31, 2015, the Company disposed of the yard debris collected by its operations at a composting facility owned and operated by an affiliate.

(3) Commitments and Contingencies

Substantially all of the assets of the Company are pledged to secure obligations of the Parent. The Company, along with the Parent and the Parent's wholly owned subsidiaries, has guaranteed the repayment, on a joint and several basis, of any and all obligations under the Parent's Revolving Credit Agreement. The Company could be required to honor the guarantee upon an uncured default event, as defined in the Parent's Revolving Credit Agreement. The Parent's Revolving Credit Agreement expires on April 12, 2018. At September 30, 2015, the outstanding principal balance on the Parent's Revolving Credit Agreement was \$75 million and there were standby letters of credit issued for \$182.3 million. The Parent has represented to the Company that it is in compliance with all covenants of the Revolving Credit Agreement.

The Parent and its subsidiaries, including the Company, are subject to various laws and regulations relating to the protection of the environment. It is not possible to quantify with certainty the potential impact of actions regarding environmental matters, particularly any future remediation, and other compliance efforts. The Parent has environmental impairment liability insurance, which covers the sudden or gradual onset of environmental damage to third parties, on all owned and operated facilities. In the opinion of management, maintaining compliance with present environmental protection laws will not have a material adverse effect on the results of operations of the Company provided costs are substantially covered in the Company's rates on a timely basis.

The Company and the Parent are involved in various legal actions arising in the normal course of business. It is the Company's opinion that these matters are adequately provided for or that the resolution of such matters will not have a material adverse impact on the financial position or results of operations of the Company or the Parent.

RECOLOGY WESTERN OREGON - VALLEY INC.
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2015

(4) Equipment and Property Obligations

The Company has cancelable agreements with an affiliate whereby it pays for use of certain operating equipment. Future annual payments for continued use of the equipment and property, and in aggregate, as of December 31, 2015 are as follows:

Year ending December 31:	
2016	\$ 552,212
2017	535,269
2018	490,069
2019	427,041
2020	236,700
Thereafter	<u>582,330</u>
Total Payments	<u>\$2,823,621</u>

Rental expense for the year ended December 31, 2015 was \$500,595 including amounts under short-term rental agreements with third parties and affiliates.

Under the terms of the equipment lease agreement with an affiliate, and in accordance with existing rate policies, the Company may continue to use certain equipment under operating leases without a related payment once the affiliate's equipment cost and related interest have been funded through operating lease payments.

RECOLOGY WESTERN OREGON - VALLEY INC.
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2015

(5) Transactions with Related Parties

During the year ended December 31, 2015, operating and other expenses of the Company included allocated charges from the Parent and affiliates. Such charges are based upon the direct and indirect costs of the Parent and affiliates, or established fees, and allocated based on specific activities. The allocated charges are as follows:

Parent:	
Health insurance	\$ 246,233
Worker's Compensation	36,734
401(k) employer portion	31,583
General and vehicle insurance	<u>106,067</u>
	<u>420,617</u>
Affiliates:	
Debris box revenue	(489,399)
Rental of equipment	353,770
Property rental	12,240
Disposal costs	555,705
Processing fees	695,446
General and administration allocation	907,083
Truck and garage	849,769
Regional management and accounting fees	<u>345,874</u>
	<u>3,230,488</u>
Total	<u>\$ 3,651,105</u>

During the year ended December 31, 2015, amounts due from or payable to Parent and affiliates were accumulated by the Company and, as of the Parent's fiscal year-end, September 30, 2015, the net amount was settled by way of capital contributions or distributions. Changes in amounts due from or payable to Parent or affiliates are presented as a financing activity in the statement of cash flows, except as related to expenditures attributable to property and equipment. For the three months from October 1, 2015 to December 31, 2015, the net amount was not settled by way of capital contributions or distributions.

RECOLOGY WESTERN OREGON - VALLEY INC.
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Notes to Financial Statements

December 31, 2015

(6) Employee Stock Ownership Plan

In 1986, the Parent established an employee stock ownership plan and trust, which purchased all of the Parent's outstanding stock. The ESOP is a noncontributory plan that covers substantially all of the employees of the Company and other Recology subsidiaries. Employees, except under certain conditions, become fully vested after a requirement of three years of service. No vesting occurs until the full service requirement is satisfied.

The Parent's common stock is not traded on an established market. Presently, all shares are held by the ESOP. All distributions will be made from the ESOP in cash, which is received from Recology, or shares, subject to immediate repurchase by Recology. A participant who is vested is entitled to begin receiving a distribution from his or her ESOP account at a future date following his or her termination of employment. Distributions may be made in a lump-sum, equal annual installments over a period generally not to exceed five years, or a combination of the foregoing, generally as determined by the ESOP Administrative Committee (the Committee). The Committee also generally determines the time and manner of distributions, subject to the following limitations: (i) in the event of a participant's retirement, disability, or death, distribution must begin prior to September 30 of the plan year following the plan year in which employment terminates; and (ii) if a participant's employment terminates for any other reason, distribution must begin prior to September 30 of the sixth plan year following the plan year in which employment terminates, although the Committee may further defer distributions that are not attributable to post-1986 shares until the participant reaches the age that he or she would be required to reach in order to qualify for retirement under the ESOP. Each participant who has attained age 55 and has participated in the ESOP for at least 10 years may elect to receive cash distributions for in-service withdrawals attributable to post-1986 shares allocated to his or her account. An eligible participant is entitled to elect payment attributable to as much as 25% of his or her eligible shares during the first five years of election and up to 50% of eligible shares in the sixth year. The cash distributions are based upon the appraised value of Recology stock and other assets, if any, as of the most recent valuation of the participant's account.

The Parent makes contributions to the ESOP to make benefit payments to eligible participants under the Plan.

(7) Subsequent Events

The Company has evaluated its subsequent events through March 18, 2016, which is the date the financial statements were available for issuance.

SUPPLEMENTARY INFORMATION

RECOLOGY WESTERN OREGON - VALLEY INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Schedule of Expenses

For the Year Ended December 31, 2015

Operational expenses	
Contract labor	\$ 12,273
Depreciation	36,868
Franchise fees	222,236
Fuel	409,989
Insurance	106,167
Supplies	34,498
Operational lease expense	500,595
Recycling processing costs	695,446
Repair and maintenance	1,358,422
Taxes and licenses	141,302
Yard Debris funding	555,705
Other operational expenses	<u>30,835</u>
	<u>\$ 4,104,336</u>
General and administrative expenses	
General administration allocation	\$ 907,083
Regional management and accounting fees	345,873
Advertising and promotion	6,244
Bad debt	128,440
Contributions	28,443
Billing services	50,958
Dues and subscriptions	24,003
Education and training	6,038
Bank service charges	33,968
Meals and entertainment	6,216
Office supplies	24,029
Postage	15,801
Professional services	169,869
Telephone	70,128
Travel	13,488
Other administration	<u>(46)</u>
	<u>\$ 1,830,535</u>

See independent accountant's review report.

City of Willamina
Staff report

Date Thursday June 9th, 2016
From Ross Schultz
Willamina City Manager

Subject Utility Fee Ordinance – 2016/ 17 Budget

Background

At this time the City has several projects that go unfunded every year. Most notably are Street Potholes and sidewalk problems that do not have a specific funding source. Further the City Street Lights are paid for from the general fund in the approximate amount of \$18,000 annually.

Proposal Staff is proposing a utility fee added to the Water Bill that will;

1. Provide funding for the Cities Street Lights; and
2. Begin a reserve to fix unfunded utility requirements that serve the public good.

Financials

This year staff is proposing a \$2.50 per water account fee that would create a source to the General Fund of approximately \$22,500. Of this source, \$18,000 will be paid for street light operations fee and \$4,500 will be held in reserve for Utility projects for the comment good that do not have an associated funding source.

Council Options

If Council chooses to pass this motion the budget will remain as approved. If the motion fails the General Fund Contingency will be reduced by \$22,500.

Staff Recommendation

Staff recommends a motion to pass Ordinance #660.

Chemeketa Cooperative
Regional Library Service

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P.O. Box 14007, Salem, OR 97309-7070 - Phone: 503.315.4584 - Fax: 503.399.7316

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR LIBRARY PARTICIPATION IN CHEMEKETA COOPERATIVE REGIONAL
LIBRARY SERVICE (2016-2017)**

Contract #10196600, Amendment #03

This Agreement is by and between Chemeketa Community College hereafter known as COLLEGE, and City of Willamina, by and through its Willamina Public Library, hereafter known as CCRLS PARTICIPATING ENTITY.

Purpose: The purpose of this amendment is to add funding for the 2016-17 fiscal year and to replace Attachment A. Statement of Work Consideration with a revised attachment.

- 1) **Attachment A Statement of Work/Consideration** is deleted in its entirety and replaced by the revised **Attachment A Statement of Work/Consideration** which is attached to this amendment #03 as **Exhibit 1** and which is incorporated herein by this reference.
- 2) **Attachment A1 Compensation Schedule 2015-2016** is deleted in its entirety and replaced by the revised **Attachment A1 Compensation Schedule 2016-2017** which is attached to this amendment #03 as **Exhibit 2** and which is incorporated herein by this reference.
- 3) **Attachment B Council Members 2015-2016** is deleted in its entirety and replaced by the revised **Attachment B Council Members 2016-2017** which is attached to this amendment #03 as **Exhibit 3** and which is incorporated herein by this reference. This Attachment will be updated in September 2016 and may be further updated during the amendment period from time to time. A revised Attachment B. will be sent via e-mail.
- 4) This amendment #03 is effective upon signature by both parties. The changes to Attachment A1 are effective for the period July 1, 2016 - June 30, 2017 upon signature by both parties.

**Signatures
(see next page)**

Parties concur that all other terms and conditions of the original Agreement, and the terms and conditions of any Amendment to the original agreement, shall remain in effect.

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

For College:

For CCRLS PARTICIPATING ENTITY:

Signature of Library Director

(Signature) (Date)

Printed Name of Library Director

Printed Title of Library Director

Signature of Authorized Entity Signer

(Signature) (Date)

Printed Name of Authorized Entity Signer

Printed Title of Authorized Entity Signer

(Signature) (Date)
John Goodyear
Executive Director
Chemeketa Cooperative Regional Library Service

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Chemeketa Cooperative
Regional Library Service

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June 1, 2016

Library Directors,

Greetings! Enclosed you will find your 2016-17 Contract and following items:

- 2 copies of the Contract, Amendment #3
 - Please sign and return ***both*** copies. We will send one back to you once we have signed it as well.)
- 1 copy of the marked up version of the Amendment #3
- 1 copy of the final Amendment #3
- 1 copy of Attachment A1 Compensation Schedule 2016-17 Exhibit 2
- 1 copy of Attachment B Council Members 2015-16. 2016-17 will be emailed in September when it is updated with new members.
- 1 envelope to return the signed Contract, Amendment #3. (Please put in the courier).

Please keep all documents, but send back to CCRLS the two copies of the contract. All contracts are due before July 1, 2016. If you have any questions, please call Trina Butler-Dana at (503) 399-5165.

Thank you!

John Goodyear, Director
Chemeketa Cooperative
Regional Library Service
jgoodyear@ccrls.org
(503) 315-4584



P.O. Box 14007, Salem, OR 97309-7070 - Phone: 503.315.4584 - Fax: 503.399.7316

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR LIBRARY PARTICIPATION IN CHEMEKETA COOPERATIVE REGIONAL
LIBRARY SERVICE (2016-2017)**

Contract #10196600, Amendment #03

This Agreement is by and between Chemeketa Community College hereafter known as COLLEGE, and City of Willamina, by and through its Willamina Public Library, hereafter known as CCRLS PARTICIPATING ENTITY.

Purpose: The purpose of this amendment is to add funding for the 2016-17 fiscal year and to replace Attachment A. Statement of Work Consideration with a revised attachment.

- 1) **Attachment A Statement of Work/Consideration** is deleted in its entirety and replaced by the revised **Attachment A Statement of Work/Consideration** which is attached to this amendment #03 as **Exhibit 1** and which is incorporated herein by this reference.
- 2) **Attachment A1 Compensation Schedule 2015-2016** is deleted in its entirety and replaced by the revised **Attachment A1 Compensation Schedule 2016-2017** which is attached to this amendment #03 as **Exhibit 2** and which is incorporated herein by this reference.
- 3) **Attachment B Council Members 2015-2016** is deleted in its entirety and replaced by the revised **Attachment B Council Members 2016-2017** which is attached to this amendment #03 as **Exhibit 3** and which is incorporated herein by this reference. This Attachment will be updated in September 2016 and may be further updated during the amendment period from time to time. A revised Attachment B. will be sent via e-mail.
- 4) This amendment #03 is effective upon signature by both parties. The changes to Attachment A1 are effective for the period July 1, 2016 - June 30, 2017 upon signature by both parties.

**Signatures
(see next page)**

**Exhibit 1 to Amendment for 2016-2017
CCRLS Participation Agreement**

**Attachment A
Statement of Work/Consideration**

1) Statement of Work

- a) Under this agreement CCRLS PARTICIPATING ENTITY shall:
- 1) Provide at least the basic level of service to nonresidents within the COLLEGE District and to nonresident staff currently employed with the COLLEGE. Basic level of service is defined as ten checkouts and ten holds per person at a time, utilizing individual rather than household cards.
 - 2) Provide free borrowing privileges to card holding residents/patrons of other participating CCRLS cities (including Silver Falls District) and all currently registered College students who present a valid library card.
 - 3) Ensure that in no case shall card-holding residents of the CCRLS district receive less than the basic level of service from CCRLS PARTICIPATING ENTITY.
 - 4) CCRLS PARTICIPATING ENTITY may, at its sole option, elect to provide services to persons incarcerated in county, state, or federal jail or prison facilities. CCRLS PARTICIPATING ENTITY may, at its sole option, elect not to allow its owned materials to be circulated to such facilities.
 - 5) Notify each current non-resident cardholder within its geographic zone at least 30 days prior to instituting a fee for service above the basic level. No advance notification is necessary for fee increases.
 - 6) Provide reference and information services to patrons of the participating libraries of the CCRLS District in cooperation with COLLEGE and other participating libraries.
 - 7) Provide for the regular participation of the library director in meetings of the Polk, Yamhill and Marion Library Association (PYM) and as may be necessary in meetings of the CCRLS Advisory Council. CCRLS depends on member participation. Regular participation shall be defined as attendance by the library director at each meeting, unless excused. CCRLS PARTICIPATING ENTITY library director's attendance at the September meeting of the PYM Association is highly encouraged. Library directors will have private secure email for communicating confidential CCRLS information. Directors will provide a chain of command to allow coverage in their absence.
 - 8) Provide for the regular participation of library staff at subcommittee meetings and training events provided by COLLEGE. CCRLS will reimburse mileage at current college rates; roundtrip from participating library to the meeting/training. Reimbursement will be made biannually.
 - 9) Assume full responsibility for the accuracy of data at its entry into the automation system database, and for updating that data accurately to reflect the proper links to the material in its library. Such data includes, but is not limited to Barcode number, library location, volume number, call number, copy number, type of material, status, etc.
 - 10) Take reasonable measures to protect equipment in CCRLS PARTICIPATING ENTITY's possession from abuse, theft, and misuse, CCRLS PARTICIPATING ENTITY shall, while in possession of the computer system hardware, including peripheral devices, repair or replace as necessary any such items which are lost, physically damaged, or destroyed as a result of fire, theft, vandalism or other

Parties concur that all other terms and conditions of the original Agreement, and the terms and conditions of any Amendment to the original agreement, shall remain in effect.

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

For College:

For CCRLS PARTICIPATING ENTITY:

(Signature) (Date)
John Goodyear
Executive Director
Chemeketa Cooperative Regional Library Service

Signature of Library Director
Melissa K Hansen 6/24/16
(Signature) (Date)
MELISSA K HANSEN
Printed Name of Library Director
SENIOR LIBRARIAN
Printed Title of Library Director

Signature of Authorized Entity Signer

(Signature) (Date)

Printed Name of Authorized Entity Signer

Printed Title of Authorized Entity Signer

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

For College:

For CCRLS PARTICIPATING ENTITY:

(Signature) (Date)
John Goodyear
Executive Director
Chemeketa Cooperative Regional Library Service

Signature of Library Director
Melissa K Hansen 6-24-16
(Signature) (Date)
MELISSA K HANSEN
Printed Name of Library Director
SENIOR LIBRARIAN
Printed Title of Library Director

Signature of Authorized Entity Signer

(Signature) (Date)

Printed Name of Authorized Entity Signer

Printed Title of Authorized Entity Signer

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**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
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LIBRARY SERVICE (2016-2017)**

Contract #10196600, Amendment #03

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Purpose: The purpose of this amendment is to add funding for the 2016-17 fiscal year and to replace Attachment A. Statement of Work Consideration with a revised attachment.

- 1) **Attachment A Statement of Work/Consideration** is deleted in its entirety and replaced by the revised **Attachment A Statement of Work/Consideration** which is attached to this amendment #03 as **Exhibit 1** and which is incorporated herein by this reference.
- 2) **Attachment A1 Compensation Schedule 2015-2016** is deleted in its entirety and replaced by the revised **Attachment A1 Compensation Schedule 2016-2017** which is attached to this amendment #03 as **Exhibit 2** and which is incorporated herein by this reference.
- 3) **Attachment B Council Members 2015-2016** is deleted in its entirety and replaced by the revised **Attachment B Council Members 2016-2017** which is attached to this amendment #03 as **Exhibit 3** and which is incorporated herein by this reference. This Attachment will be updated in September 2016 and may be further updated during the amendment period from time to time. A revised Attachment B. will be sent via e-mail.
- 4) This amendment #03 is effective upon signature by both parties. The changes to Attachment A1 are effective for the period July 1, 2016 - June 30, 2017 upon signature by both parties.

**Signatures
(see next page)**

sudden and unforeseen occurrence which would be a peril insurable under a standard form electronic data processing property insurance policy; provided that CCRLS PARTICIPATING ENTITY shall have no obligation under this paragraph with respect to loss resulting from defect in the computer system itself, or from the acts of vandals gaining access to the computer system programs. Or data accessed externally and not by the application of physical force to the tangible components of the system; and, provided further, that the CCRLS PARTICIPATING ENTITY shall not be liable under this Agreement for any consequential damages incident to any loss under this section.

- 11) Prepare, provide, and maintain the furniture and physical location for installation of automated system terminals and equipment in its library. This responsibility includes cable installation, electrical power, and environment, all meeting industry, manufacturer and vendor specifications.
- 12) CCRLS PARTICIPATING ENTITY may purchase equipment and software to expand and enhance its own operations; provided that such equipment and software is acceptable to CCRLS as compatible with the automated system. CCRLS shall not be responsible for maintenance of CCRLS PARTICIPATING ENTITY equipment, but will configure and ensure CCRLS network connectivity. CCRLS PARTICIPATING ENTITY shall not connect or install any such equipment or software without the review and written approval of CCRLS after at least 90 days prior to notice by CCRLS PARTICIPATING ENTITY. CCRLS may remove non approved equipment from the network at CCRLS discretion. To facilitate this approval it is recommended that CCRLS PARTICIPATING ENTITY include CCRLS in the examination and selection process. CCRLS cannot be responsible for making equipment and software work if this process is not followed. Any computer device connected to the CCRLS network must have approved anti-virus security software and a current, secure Operating System. CCRLS PARTICIPATING ENTITY will not alter COLLEGE network or workstation equipment within their building without communication or direction from CCRLS.
- 13) Provide library staff possessing minimum level of technical ability and skill, with available phone access, to provide an onsite interface with CCRLS technical staff.
- 14) Notify CCRLS of any desired reductions to the number of CCRLS PARTICIPATING ENTITY software licenses held through group software purchases if at all possible at least three months prior to renewal.
- 15) To qualify for CCRLS reimbursements for services to basic patrons and other member libraries:
 - a. City will provide 20 hr. week paid library staff (Staff)
 - b. Staff will attend required CCRLS meetings and training
 - c. Library will be open at least 20 hours a week with Staff in place when open
 - d. City will budget approximately \$17,000 from general funds for material purchases to be selected by Staff, and other expenses per the 2016-17 Budget.
 - e. Staff will be trained to handle appropriate system functions (required before password allowed)
 - f. Staff will train and supervise volunteers in appropriate system functions
 - g. Passwords will only allow access to functions trained for
 - h. Individual passwords are NOT to be shared

b) Under this agreement College shall:

1) Provide for the fiscal and administrative management of the CCRLS

a. Maintain the following:

1. The Chemeketa Cooperative Regional Library Advisory Council hereinafter referred to as the CCRLS Advisory Council, through which recommendations on policies of the Service can be expressed. The present membership of the CCRLS Advisory Council which shall be updated as needed and sent electronically for inclusion to all Library Directors and posted on the CCRLS website.
2. An ongoing liaison with Polk, Yamhill and Marion Library Association (PYM) (or their executive committee) through which recommendations on procedures and their implementation can be expressed.

b. Provide operation and maintenance of the CCRLS Automated System and related databases, including:

1. Maintain bibliographic, circulation, and borrower data in an automated database management system. Design, applications, enhancements of, and major changes of operation to the automated system database management system shall be subject to review by the PYM Technology Committee.
2. Manage the CCRLS automated system under the terms of this agreement and other applicable agreements with vendors and participating library so that CCRLS PARTICIPATING ENTITY has access to its bibliographic, circulation, and borrower records during library business hours, and at other times as agreed upon between the CCRLS PARTICIPATING ENTITY Library Director and the CCRLS Executive Director. The management responsibility for the automated system includes the obligation of CCRLS to monitor and evaluate entries for new materials and retrospective conversion of cataloging of old materials in order to maintain the highest quality bibliographic MARC database.
3. Acquire and provide for effective maintenance and support of all essential present and future, central and remote automated system equipment at its own expense; and provide for secure installation and housing for automated system except such automated system equipment as is acquired by CCRLS PARTICIPATING ENTITY for installation at its library, or as otherwise provided in Attachment A 1) Statement of Work a) 13) of this agreement.
4. Coordinate and assume cost for installation of telecommunications equipment and lines at CCRLS PARTICIPATING ENTITY's central and branch libraries for use with automated system. Parties agree that COLLEGE does not control, and therefore cannot warrant, the telecommunication networks used to communicate data from a remote site, nor does this agreement cover maintenance of telecommunication lines.
5. Acquire and furnish to CCRLS PARTICIPATING ENTITY, at COLLEGE's direct cost, certain necessary supplies and services, such as utilities, library cards, bar codes, patron notices, storage media, and other supplies except printer paper, cartridges and toner

which may be required to provide the services of automated system to CCRLS PARTICIPATING ENTITY.

6. Provide through CCRLS, at CCRLS PARTICIPATING ENTITY's request, specialized reports not regularly generated by automation system. CCRLS PARTICIPATING ENTITY shall reimburse COLLEGE for the cost of providing such special reports at College request.
7. Coordinate all service, support, equipment purchases and maintenance necessary to the proper operation of automated system and enforce rules and standards for use of automated system by participating libraries. CCRLS PARTICIPATING ENTITY shall enter, retrieve, modify, and delete data in and from automated system in accordance with those rules and standards.
8. Maintain agreements for hardware maintenance and software support with current provider of library automation service(s). CCRLS shall provide reasonable approved maintenance and support for automated system hardware and software not provided by automation vendor. CCRLS shall provide reasonable prior notice to CCRLS PARTICIPATING ENTITY when system operation must be suspended for operational or maintenance requirements. CCRLS shall exercise its best efforts to schedule such periods of suspension during hours when CCRLS PARTICIPATING ENTITY's libraries are closed. Except for suspension of operation for necessary system maintenance or because security of the CCRLS automated system database or software is compromised or damaged, CCRLS shall not "lock out" CCRLS PARTICIPATING ENTITY terminals from automated system.
9. Provide, through CCRLS, one or more dedicated telephone lines to serve the system, and related telecommunication equipment as provided in the agreement with the vendor for the automation system, and pay all related installation, acquisition, maintenance, and use cost.
10. Except for equipment and software purchased by CCRLS PARTICIPATING ENTITY under Attachment A 1) Statement of Work a) 13), all automated system hardware, software, and other capital equipment shall remain the property of COLLEGE, and CCRLS PARTICIPATING ENTITY shall have no claim thereto other than the right to use thereof under this AGREEMENT.
11. Contract for hosting maintenance and backup of CCRLS automated system data. In the event of system malfunction or loss of data, CCRLS shall promptly arrange for restoration of the most recently backed up data to the system once it is again functioning. No liability is assumed by CCRLS if the automated system experiences down time or loss of data which cannot be recovered.
12. Provide training for at least one CCRLS PARTICIPATING ENTITY staff person at any time the automated system operating systems or procedures are changed, enhanced, or otherwise revised. CCRLS shall provide up-to-date access to on-line user manuals for CCRLS PARTICIPATING ENTITY's staff. All other training of CCRLS PARTICIPATING ENTITY staff shall be the

responsibility of CCRLS PARTICIPATING ENTITY. CCRLS PARTICIPATING ENTITY shall designate one staff position responsible for coordinating training and operations matters with the CCRLS staff person responsible for automation system operations.

13. Provide for general maintenance and utilities to support the CCRLS automated system. This obligation includes janitorial service, maintenance painting as necessary, structural repairs, lighting and electrical system maintenance, and HVAC maintenance.
14. While providing computer network access to the CCRLS automated system, repair or replace as necessary any such items which are lost, physically damaged, or destroyed as a result of fire, theft, vandalism, or other sudden and unforeseen occurrence which would be a peril insurable under a standard form electronic data processing property insurance policy; provided that CCRLS PARTICIPATING ENTITY shall have no obligation under this paragraph with the acts of vandals gaining access to the computer system, programs, or data tangible components of the system; and, provided further, that CCRLS PARTICIPATING ENTITY shall not be liable under this agreement for any consequential damages incident to any loss covered under this section.
15. Provide personnel for the operation of the system. "Operation" includes: use of supplied software to generate reports, notices, lists, and similar documents and files; preparation and sending of overdue notices, hold notices, reports, billings, and other specified documents produced for routine system operation by the vendor(s) of the system and its installation, maintenance, or support of software, or the maintenance, repair or replacement of hardware or firmware.
16. Through its governing board, retain final authority over the policies and decisions relating to budget, operating procedures, system design, participation by other libraries, and other like issues of a general policy nature affecting their operation of CCRLS and automated system. The board, however, shall not take such actions without the recommendation of the CCRLS Advisory Council.
17. In serving card-holding CCRLS district nonresident patrons, abide by each CCRLS PARTICIPATING ENTITY's rules and procedures regarding borrowing privileges. In no case shall card-holding residents of the CCRLS district receive less than the basic level of service from COLLEGE.
18. Provide a monthly accounting and quarterly reporting of expenditures under this program to the CCRLS Advisory Council.
19. Reimburse CCRLS PARTICIPATING ENTITY for library materials borrowed by non-residents under this AGREEMENT and not returned by the borrowers within six months of due date. CCRLS PARTICIPATING ENTITY hereby transfers and assigns all interests in such materials and all rights to unpaid overdue fines and replacement charges with respect thereto.
20. Provide regular courier service between the participating libraries.

21. May coordinate group purchasing of CCRLS related equipment, software or non-essential supplies, as needed, to assist CCRLS PARTICIPATING ENTITY and other participants. Charges for purchased supplies, equipment, services, maintenance contracts, delivery charges, postage, etc. will be billed to CCRLS PARTICIPATING ENTITY at direct cost and payable to COLLEGE.
22. Coordinate group purchasing of printer and computer management software licenses from EnvisionWare (or subsequent vendor) and will invoice CCRLS PARTICIPATING ENTITY annually for CCRLS PARTICIPATING ENTITY's proportionate share of software licenses.
23. Coordinate group purchasing of such CCRLS-related services on behalf of member libraries including, but not limited to Debt Collect, ORBIS and Cascade Alliance Courier. College will invoice CCRLS PARTICIPATING ENTITY annually or quarterly for the cost of these services on a usage basis.
24. CCRLS will create and co-manage library websites on an acceptable/affordable platform. CCRLS will create a general site template, from which multiple library sites will be derived and customized.

At least one individual at each participating library shall be identified and trained to serve as their library site's principal editor. Subsequently, access to sites will be granted to these individuals, who will then assume primary responsibility for content development and general maintenance.

A CCRLS account will retain "ownership" (a defined role of the platform) of these sites. Relevant training will be delivered by CCRLS staff at the Chemeketa Salem Campus. Attendance will be mandatory for local site editors. Libraries which currently have a registered domain name will need to investigate options for mapping that domain to the new platform. Libraries without a registered domain name will receive an alias under the ccrls.org domain

Upon adoption of the service, participating libraries will be charged a proportionate share of the hosting fees, if any.

c. Electronic Payments for Fines, Lost Book Charges, or Other Charges

1. Through CCRLS, collect and process electronic payments for fines, lost book charges, or other charges owed to CCRLS member libraries.
2. Process charges that are paid only through the shared library automation system operated by COLLEGE.
3. COLLEGE shall not be financially responsible to refund corrected charges to a library patron. Any dispute of charges is the responsibility of CCRLS PARTICIPATING ENTITY to resolve with the patron. Deductions from the merchant banking account

will be deducted from the next regular payment to the associated CCRLS PARTICIPATING ENTITY library.

4. Compile and calculate charges on a monthly basis. However, payment to CCRLS PARTICIPATING ENTITY will be made on a quarterly basis. In the event the amount due to CCRLS PARTICIPATING ENTITY is less than \$15, the payment may be held for the next quarterly payment.
5. Make payment to CCRLS PARTICIPATING ENTITY in the amount paid on their behalf, minus merchant services for the period. Associated fees will be distributed on a pro-rata basis to each library based on the percentage of total funds collected that month and total fees that month.
6. COLLEGE shall be credited payments for unidentified charges, or for items which COLLEGE has previously reimbursed CCRLS PARTICIPATING ENTITY.
7. COLLEGE shall acknowledge responsibility only for the amount of any correction without penalty.
8. COLLEGE shall, at all times during the term of this Agreement, comply with Oregon Revised Statutes Chapter 295 and shall deposit any fines, fees, charges, or other payments collected pursuant to this Agreement in an institution included in the Oregon State Treasurer's list of Qualified Depositories for Public Funds.
9. COLLEGE shall, at all times during the term of this Agreement, comply with all Payment Card Industry Data Security Standards and shall annually provide to CCRLS PARTICIPATING ENTITY a copy of its current PCI compliance certificate, and that of any acquirer, third party provider, or processor that is used in providing services pursuant to this Agreement

2) Consideration

- a) CCRLS PARTICIPATING ENTITY will be compensated by COLLEGE in the amount shown in Attachment A1 – Compensation Schedule for CCRLS PARTICIPATING ENTITY for providing nonresident library service for the residents of the COLLEGE District. Payments shall be made in four equal installments at the end of each quarter as provided herein.
- b) CCRLS PARTICIPATING ENTITY will be compensated by COLLEGE CCRLS PARTICIPATING ENTITY for each net loan provided, i.e., the difference between the number of CCRLS PARTICIPATING ENTITY items loaned to and checked out in another library and the number of items owned by other libraries borrowed and checked out by the CCRLS PARTICIPATING ENTITY library. Tabulation of net loans shall be provided by the CCRLS automated integrated library system. Each net loan shall be paid in the amount shown in Attachment A1. Payments shall be made quarterly as provided herein.
- c) City of Salem Only: The City of Salem will be paid a Interlibrary Loan Service Fee by COLLEGE on December 15 of each year. The service fee shall be included in the CCRLS budget as an amount sufficient to defray CCRLS PARTICIPATING ENTITY's costs incurred in providing Interlibrary Loan Referrals as described in 2)b) herein. The Interlibrary Loan Referrals fee for each year of this Agreement shall be as found in Attachment A1. Salem Library agrees to provide quarterly ILL statistics to CCRLS.

- d) City of Newberg Only: In consideration for participation in the CCRLS system and in lieu of taxes, since the CCRLS PARTICIPATING ENTITY is outside the area taxed to provide this service, the CCRLS PARTICIPATING ENTITY shall pay to the COLLEGE the sum shown in Attachment A1 on or before December 15 of each year.
- e) CCRLS PARTICIPATING ENTITY will be invoiced by College for services and licensing , provided through group purchases quarterly or annually as more specifically described in subsections of Section 1) b) 1) b. (Including but not limited to §21, 23, 24, 25) and fees described in 1) b) 1).c.
- f) Payments made or invoices issued under this Agreement, either for full or partial payment, shall reference the College contract number written herein.

Revised 4.20.16 gwp

**EXHIBIT 2 TO 2016-17 CCRLS PARTICIPATION AMENDMENT
 ATTAACHEMENT A1 COMPENSATION SCHEDULE FY 2016-17**

**Non-Resident Library Service Fee to CCRLS PARTICIPATING ENTITY
 Library by College**

LIBRARY	AMOUNT	QUARTERLY PAYMENT
Amity	\$ 6,172.00	\$ 1,543.00
chemeketa	\$ 7,852.00	\$ 1,963.00
Dallas	\$ 67,013.00	\$ 16,753.00
Dayton	\$ 6,398.00	\$ 1,599.00
Indepenedence	\$ 67,856.00	\$ 16,964.00
Jefferson	\$ 12,444.00	\$ 3,111.00
Lyons	\$ 11,474.00	\$ 2,869.00
McMinnville	\$ 150,643.00	\$ 37,661.00
Monmouth	\$ 70,731.00	\$ 17,683.00
Mt. Angel	\$ 16,129.00	\$ 4,032.00
Newberg	\$ 85,388.00	\$ 21,347.00
Salem	\$ 579,963.00	\$ 144,991.00
Sheridan	\$ 13,512.00	\$ 3,378.00
Silver Falls (Silver Falls Library District)	\$ 68,264.00	\$ 17,066.00
Stayton	\$ 77,870.00	\$ 19,467.00
Wagner Library (Falls City School District)	\$ 3,503.00	\$ 876.00
Willamina	\$ 16,870.00	\$ 4,217.00
Woodburn	\$ 72,429.00	\$ 18,107.00

Net Loan Payment to CCRLS PARTICIPATING ENTITY by College: The net loan payment for fiscal year 2016-15 shall be 1.50 per item.

Interlibrary Loan Referrals Service Fee (City of Salem Only): the Interlibrary Loan Referrals payment to the City of Salem for fiscal year 2016-17 shall be \$29,000.

Participation Payment to College (City of Newberg Only): The participation payment to College by the City of Newberg for fiscal year 2016-17 shall be \$134,893.

City of Willamina
Staff report

Date Thursday June 9th, 2016
From Debbie Bernard
City Recorder

Subject CCRLS Contract Renewal-**Contract #10196600, Amendment #03**
Exhibit 1 to Amendment #3 for 2016-2017 CCRLS Participation Agreement

Background

1. In June, 2013, the City and the Chemeketa Cooperative Regional Library Service (CCRLS) entered into a new 5-year intergovernmental agreement (IGA). The contract began on July 1, 2013 and will end on June 30, 2018.

Each year after the initial contract is approved; an amendment to the contract is made to reiterate the responsibilities of both parties and to set forth the Compensation Schedule for the affected year. Attached for Council approval is Amendment #03 to the IGA. Changes this year are Exhibit 1, Section 1.a.15 contains the specifics spelling out the details.

2. Each year CCRLS receives a pot of money based upon property taxes in the district. This pot increases only up to the 3% allowable with any taxing entity. One-half of the taxes received are distributed among member libraries based upon a formula. The formula is developed based on property taxes in the member library boundaries and the circulation activity for non-residents. This latter part of the formula is district-wide, not just in the Willamina Public Library boundary.

Staff Recommendation

Approve the 2016-17 CCRLS Contract #10196600, Amendment #03



Chemeketa Cooperative Regional Library Service



Community. Literacy. Technology.

June 1, 2016

Library Directors,

Greetings! Enclosed you will find your 2016-17 Contract and following items:

- 2 copies of the Contract, Amendment #3
 - Please sign and return ***both*** copies. We will send one back to you once we have signed it as well.)
- 1 copy of the marked up version of the Amendment #3
- 1 copy of the final Amendment #3
- 1 copy of Attachment A1 Compensation Schedule 2016-17 Exhibit 2
- 1 copy of Attachment B Council Members 2015-16. 2016-17 will be emailed in September when it is updated with new members.
- 1 envelope to return the signed Contract, Amendment #3. (Please put in the courier).

Please keep all documents, but send back to CCRLS the two copies of the contract. All contracts are due before July 1, 2016. If you have any questions, please call Trina Butler-Dana at (503) 399-5165.

Thank you!

John Goodyear, Director
Chemeketa Cooperative
Regional Library Service
jgoodyear@ccrls.org
(503) 315-4584

**Exhibit 1 to Amendment for 2016-2017
CCRLS Participation Agreement**

**Attachment A
Statement of Work/Consideration**

1) Statement of Work

- a) Under this agreement CCRLS PARTICIPATING ENTITY shall:
- 1) Provide at least the basic level of service to nonresidents within the COLLEGE District and to nonresident staff currently employed with the COLLEGE. Basic level of service is defined as ten checkouts and ten holds per person at a time, utilizing individual rather than household cards.
 - 2) Provide free borrowing privileges to card holding residents/patrons of other participating CCRLS cities (including Silver Falls District) and all currently registered College students who present a valid library card.
 - 3) Ensure that in no case shall card-holding residents of the CCRLS district receive less than the basic level of service from CCRLS PARTICIPATING ENTITY.
 - 4) CCRLS PARTICIPATING ENTITY may, at its sole option, elect to provide services to persons incarcerated in county, state, or federal jail or prison facilities. CCRLS PARTICIPATING ENTITY may, at its sole option, elect not to allow its owned materials to be circulated to such facilities.
 - 5) Notify each current non-resident cardholder within its geographic zone at least 30 days prior to instituting a fee for service above the basic level. No advance notification is necessary for fee increases.
 - 6) Provide reference and information services to patrons of the participating libraries of the CCRLS District in cooperation with COLLEGE and other participating libraries.
 - 7) Provide for the regular participation of the library director in meetings of the Polk, Yamhill and Marion Library Association (PYM) and as may be necessary in meetings of the CCRLS Advisory Council. CCRLS depends on member participation. Regular participation shall be defined as attendance by the library director at each meeting, unless excused. CCRLS PARTICIPATING ENTITY library director's attendance at the September meeting of the PYM Association is highly encouraged. Library directors will have private secure email for communicating confidential CCRLS information. Directors will provide a chain of command to allow coverage in their absence.
 - 8) Provide for the regular participation of library staff at subcommittee meetings and training events provided by COLLEGE. CCRLS will reimburse mileage at current college rates; roundtrip from participating library to the meeting/training. Reimbursement will be made biannually.
 - 9) Assume full responsibility for the accuracy of data at its entry into the automation system database, and for updating that data accurately to reflect the proper links to the material in its library. Such data includes, but is not limited to Barcode number, library location, volume number, call number, copy number, type of material, status, etc.
 - 10) Take reasonable measures to protect equipment in CCRLS PARTICIPATING ENTITY's possession from abuse, theft, and misuse, CCRLS PARTICIPATING ENTITY shall, while in possession of the computer system hardware, including peripheral devices, repair or replace as necessary any such items which are lost, physically damaged, or destroyed as a result of fire, theft, vandalism or other

sudden and unforeseen occurrence which would be a peril insurable under a standard form electronic data processing property insurance policy; provided that CCRLS PARTICIPATING ENTITY shall have no obligation under this paragraph with respect to loss resulting from defect in the computer system itself, or from the acts of vandals gaining access to the computer system programs. Or data accessed externally and not by the application of physical force to the tangible components of the system; and, provided further, that the CCRLS PARTICIPATING ENTITY shall not be liable under this Agreement for any consequential damages incident to any loss under this section.

- 11) Prepare, provide, and maintain the furniture and physical location for installation of automated system terminals and equipment in its library. This responsibility includes cable installation, electrical power, and environment, all meeting industry, manufacturer and vendor specifications.
- 12) CCRLS PARTICIPATING ENTITY may purchase equipment and software to expand and enhance its own operations; provided that such equipment and software is acceptable to CCRLS as compatible with the automated system. CCRLS shall not be responsible for maintenance of CCRLS PARTICIPATING ENTITY equipment, but will configure and ensure CCRLS network connectivity. CCRLS PARTICIPATING ENTITY shall not connect or install any such equipment or software without the review and written approval of CCRLS after at least 90 days prior to notice by CCRLS PARTICIPATING ENTITY. CCRLS may remove non approved equipment from the network at CCRLS discretion. To facilitate this approval it is recommended that CCRLS PARTICIPATING ENTITY include CCRLS in the examination and selection process. CCRLS cannot be responsible for making equipment and software work if this process is not followed. Any computer device connected to the CCRLS network must have approved anti-virus security software and a current, secure Operating System. CCRLS PARTICIPATING ENTITY will not alter COLLEGE network or workstation equipment within their building without communication or direction from CCRLS.
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 - a. City will provide 20 hr. week paid library staff (Staff)
 - b. Staff will attend required CCRLS meetings and training
 - c. Library will be open at least 20 hours a week with Staff in place when open
 - d. City will budget approximately \$17,000 from general funds for material purchases to be selected by Staff, and other expenses per the 2016-17 Budget.
 - e. Staff will be trained to handle appropriate system functions (required before password allowed)
 - f. Staff will train and supervise volunteers in appropriate system functions
 - g. Passwords will only allow access to functions trained for
 - h. Individual passwords are NOT to be shared

b) Under this agreement College shall:

1) Provide for the fiscal and administrative management of the CCRLS

a. Maintain the following:

1. The Chemeketa Cooperative Regional Library Advisory Council hereinafter referred to as the CCRLS Advisory Council, through which recommendations on policies of the Service can be expressed. The present membership of the CCRLS Advisory Council which shall be updated as needed and sent electronically for inclusion to all Library Directors and posted on the CCRLS website.
2. An ongoing liaison with Polk, Yamhill and Marion Library Association (PYM) (or their executive committee) through which recommendations on procedures and their implementation can be expressed.

b. Provide operation and maintenance of the CCRLS Automated System and related databases, including:

1. Maintain bibliographic, circulation, and borrower data in an automated database management system. Design, applications, enhancements of, and major changes of operation to the automated system database management system shall be subject to review by the PYM Technology Committee.
2. Manage the CCRLS automated system under the terms of this agreement and other applicable agreements with vendors and participating library so that CCRLS PARTICIPATING ENTITY has access to its bibliographic, circulation, and borrower records during library business hours, and at other times as agreed upon between the CCRLS PARTICIPATING ENTITY Library Director and the CCRLS Executive Director. The management responsibility for the automated system includes the obligation of CCRLS to monitor and evaluate entries for new materials and retrospective conversion of cataloging of old materials in order to maintain the highest quality bibliographic MARC database.
3. Acquire and provide for effective maintenance and support of all essential present and future, central and remote automated system equipment at its own expense; and provide for secure installation and housing for automated system except such automated system equipment as is acquired by CCRLS PARTICIPATING ENTITY for installation at its library, or as otherwise provided in Attachment A 1) Statement of Work a) 13) of this agreement.
4. Coordinate and assume cost for installation of telecommunications equipment and lines at CCRLS PARTICIPATING ENTITY's central and branch libraries for use with automated system. Parties agree that COLLEGE does not control, and therefore cannot warrant, the telecommunication networks used to communicate data from a remote site, nor does this agreement cover maintenance of telecommunication lines.
5. Acquire and furnish to CCRLS PARTICIPATING ENTITY, at COLLEGE's direct cost, certain necessary supplies and services, such as utilities, library cards, bar codes, patron notices, storage media, and other supplies except printer paper, cartridges and toner

which may be required to provide the services of automated system to CCRLS PARTICIPATING ENTITY.

6. Provide through CCRLS, at CCRLS PARTICIPATING ENTITY's request, specialized reports not regularly generated by automation system. CCRLS PARTICIPATING ENTITY shall reimburse COLLEGE for the cost of providing such special reports at College request.
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9. Provide, through CCRLS, one or more dedicated telephone lines to serve the system, and related telecommunication equipment as provided in the agreement with the vendor for the automation system, and pay all related installation, acquisition, maintenance, and use cost.
10. Except for equipment and software purchased by CCRLS PARTICIPATING ENTITY under Attachment A 1) Statement of Work a) 13), all automated system hardware, software, and other capital equipment shall remain the property of COLLEGE, and CCRLS PARTICIPATING ENTITY shall have no claim thereto other than the right to use thereof under this AGREEMENT.
11. Contract for hosting maintenance and backup of CCRLS automated system data. In the event of system malfunction or loss of data, CCRLS shall promptly arrange for restoration of the most recently backed up data to the system once it is again functioning. No liability is assumed by CCRLS if the automated system experiences down time or loss of data which cannot be recovered.
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responsibility of CCRLS PARTICIPATING ENTITY. CCRLS PARTICIPATING ENTITY shall designate one staff position responsible for coordinating training and operations matters with the CCRLS staff person responsible for automation system operations.

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16. Through its governing board, retain final authority over the policies and decisions relating to budget, operating procedures, system design, participation by other libraries, and other like issues of a general policy nature affecting their operation of CCRLS and automated system. The board, however, shall not take such actions without the recommendation of the CCRLS Advisory Council.
17. In serving card-holding CCRLS district nonresident patrons, abide by each CCRLS PARTICIPATING ENTITY's rules and procedures regarding borrowing privileges. In no case shall card-holding residents of the CCRLS district receive less than the basic level of service from COLLEGE.
18. Provide a monthly accounting and quarterly reporting of expenditures under this program to the CCRLS Advisory Council.
19. Reimburse CCRLS PARTICIPATING ENTITY for library materials borrowed by non-residents under this AGREEMENT and not returned by the borrowers within six months of due date. CCRLS PARTICIPATING ENTITY hereby transfers and assigns all interests in such materials and all rights to unpaid overdue fines and replacement charges with respect thereto.
20. Provide regular courier service between the participating libraries.

21. May coordinate group purchasing of CCRLS related equipment, software or non-essential supplies, as needed, to assist CCRLS PARTICIPATING ENTITY and other participants. Charges for purchased supplies, equipment, services, maintenance contracts, delivery charges, postage, etc. will be billed to CCRLS PARTICIPATING ENTITY at direct cost and payable to COLLEGE.
22. Coordinate group purchasing of printer and computer management software licenses from EnvisionWare (or subsequent vendor) and will invoice CCRLS PARTICIPATING ENTITY annually for CCRLS PARTICIPATING ENTITY's proportionate share of software licenses.
23. Coordinate group purchasing of such CCRLS-related services on behalf of member libraries including, but not limited to Debt Collect, ORBIS and Cascade Alliance Courier. College will invoice CCRLS PARTICIPATING ENTITY annually or quarterly for the cost of these services on a usage basis.
24. CCRLS will create and co-manage library websites on an acceptable/affordable platform. CCRLS will create a general site template, from which multiple library sites will be derived and customized.

At least one individual at each participating library shall be identified and trained to serve as their library site's principal editor. Subsequently, access to sites will be granted to these individuals, who will then assume primary responsibility for content development and general maintenance.

A CCRLS account will retain "ownership" (a defined role of the platform) of these sites. Relevant training will be delivered by CCRLS staff at the Chemeketa Salem Campus. Attendance will be mandatory for local site editors. Libraries which currently have a registered domain name will need to investigate options for mapping that domain to the new platform. Libraries without a registered domain name will receive an alias under the ccrs.org domain

Upon adoption of the service, participating libraries will be charged a proportionate share of the hosting fees, if any.

c. Electronic Payments for Fines, Lost Book Charges, or Other Charges

1. Through CCRLS, collect and process electronic payments for fines, lost book charges, or other charges owed to CCRLS member libraries.
2. Process charges that are paid only through the shared library automation system operated by COLLEGE.
3. COLLEGE shall not be financially responsible to refund corrected charges to a library patron. Any dispute of charges is the responsibility of CCRLS PARTICIPATING ENTITY to resolve with the patron. Deductions from the merchant banking account

will be deducted from the next regular payment to the associated CCRLS PARTICIPATING ENTITY library.

4. Compile and calculate charges on a monthly basis. However, payment to CCRLS PARTICIPATING ENTITY will be made on a quarterly basis. In the event the amount due to CCRLS PARTICIPATING ENTITY is less than \$15, the payment may be held for the next quarterly payment.
5. Make payment to CCRLS PARTICIPATING ENTITY in the amount paid on their behalf, minus merchant services for the period. Associated fees will be distributed on a pro-rata basis to each library based on the percentage of total funds collected that month and total fees that month.
6. COLLEGE shall be credited payments for unidentified charges, or for items which COLLEGE has previously reimbursed CCRLS PARTICIPATING ENTITY.
7. COLLEGE shall acknowledge responsibility only for the amount of any correction without penalty.
8. COLLEGE shall, at all times during the term of this Agreement, comply with Oregon Revised Statutes Chapter 295 and shall deposit any fines, fees, charges, or other payments collected pursuant to this Agreement in an institution included in the Oregon State Treasurer's list of Qualified Depositories for Public Funds.
9. COLLEGE shall, at all times during the term of this Agreement, comply with all Payment Card Industry Data Security Standards and shall annually provide to CCRLS PARTICIPATING ENTITY a copy of its current PCI compliance certificate, and that of any acquirer, third party provider, or processor that is used in providing services pursuant to this Agreement

2) Consideration

- a) CCRLS PARTICIPATING ENTITY will be compensated by COLLEGE in the amount shown in Attachment A1 – Compensation Schedule for CCRLS PARTICIPATING ENTITY for providing nonresident library service for the residents of the COLLEGE District. Payments shall be made in four equal installments at the end of each quarter as provided herein.
- b) CCRLS PARTICIPATING ENTITY will be compensated by COLLEGE CCRLS PARTICIPATING ENTITY for each net loan provided, i.e., the difference between the number of CCRLS PARTICIPATING ENTITY items loaned to and checked out in another library and the number of items owned by other libraries borrowed and checked out by the CCRLS PARTICIPATING ENTITY library. Tabulation of net loans shall be provided by the CCRLS automated integrated library system. Each net loan shall be paid in the amount shown in Attachment A1. Payments shall be made quarterly as provided herein.
- c) City of Salem Only: The City of Salem will be paid a Interlibrary Loan Service Fee by COLLEGE on December 15 of each year. The service fee shall be included in the CCRLS budget as an amount sufficient to defray CCRLS PARTICIPATING ENTITY's costs incurred in providing Interlibrary Loan Referrals as described in 2)b) herein. The Interlibrary Loan Referrals fee for each year of this Agreement shall be as found in Attachment A1. Salem Library agrees to provide quarterly ILL statistics to CCRLS.

- d) City of Newberg Only: In consideration for participation in the CCRLS system and in lieu of taxes, since the CCRLS PARTICIPATING ENTITY is outside the area taxed to provide this service, the CCRLS PARTICIPATING ENTITY shall pay to the COLLEGE the sum shown in Attachment A1 on or before December 15 of each year.
- e) CCRLS PARTICIPATING ENTITY will be invoiced by College for services and licensing, provided through group purchases quarterly or annually as more specifically described in subsections of Section 1) b) 1) b. (Including but not limited to §21, 23, 24, 25) and fees described in 1) b) 1).c.
- f) Payments made or invoices issued under this Agreement, either for full or partial payment, shall reference the College contract number written herein.

Revised 4.20.16 gwp

**Exhibit 1 to Amendment for 2016~~5~~-2017~~6~~
CCRLS Participation Agreement**

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**Attachment A
Statement of Work/Consideration**

1) Statement of Work

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- a) Under this agreement CCRLS ~~PARTICIPATING~~PARTICIPATING ENTITY shall:
- 1) Provide at least the basic level of service to nonresidents within the COLLEGE District and to nonresident staff currently employed with the COLLEGE. Basic level of service is defined as ~~ten~~ checkouts and ~~ten~~ holds per person at a time, utilizing individual rather than household cards.
 - 2) Provide free borrowing privileges to card holding residents/patrons of other participating CCRLS cities (including Silver Falls District) and all currently registered College students who present a valid library card.
 - 3) Ensure that in no case shall card-holding residents of the CCRLS district receive less than the basic level of service from CCRLS ~~PARTICIPATING~~PARTICIPATING ENTITY.
 - 4) CCRLS ~~PARTICIPATING~~PARTICIPATING ENTITY may, at its sole option, elect to provide services to persons incarcerated in county, state, or federal jail or prison facilities. CCRLS ~~PARTICIPATING~~PARTICIPATING ENTITY may, at its sole option, elect not to allow its owned materials to be circulated to such facilities.
 - 5) Notify each current non-resident cardholder within its geographic zone at least 30 days prior to instituting a fee for service above the basic level. No advance notification is necessary for fee increases.
 - 6) Provide reference and information services to patrons of the participating libraries of the CCRLS District in cooperation with COLLEGE and other participating libraries.
 - 7) Provide for the regular participation of the library director in meetings of the Polk, Yamhill and Marion Library Association (PYM) and as may be necessary in meetings of the CCRLS Advisory Council. CCRLS depends on member participation. Regular participation shall be defined as attendance by the library director at each meeting, unless excused. CCRLS ~~PARTICIPATING~~PARTICIPATING ENTITY library director's attendance at the September meeting of the PYM Association is highly encouraged. Library directors will have private secure email for communicating confidential CCRLS information. Directors will provide a chain of command to allow coverage in their absence.
 - 8) Provide for the regular participation of library staff at subcommittee meetings and training events provided by COLLEGE. CCRLS will reimburse mileage at current college rates; roundtrip from participating library to the meeting/training. Reimbursement will be made biannually.
 - 9) Assume full responsibility for the accuracy of data at its entry into the automation system database, and for updating that data accurately to reflect the proper links to the material in its library. Such data includes, but is not limited to Barcode number, library location, volume number, call number, copy number, type of material, status, etc.
 - 10) Take reasonable measures to protect equipment in CCRLS ~~PARTICIPATING~~PARTICIPATING ENTITY's possession from abuse, theft,

and misuse, CCRLS ~~PARTICIPATINGPARTICIPATING~~ ENTITY shall, while in possession of the computer system hardware, including peripheral devices, repair or replace as necessary any such items which are lost, physically damaged, or destroyed as a result of fire, theft, vandalism or other sudden and unforeseen occurrence which would be a peril insurable under a standard form electronic data processing property insurance policy; provided that CCRLS ~~PARTICIPATINGPARTICIPATING~~ ENTITY shall have no obligation under this paragraph with respect to loss resulting from defect in the computer system itself, or from the acts of vandals gaining access to the computer system programs. Or data accessed externally and not by the application of physical force to the tangible components of the system; and, provided further, that the CCRLS ~~PARTICIPATINGPARTICIPATING~~ ENTITY shall not be liable under this Agreement for any consequential damages incident to any loss under this section.

- 11) Prepare, provide, and maintain the furniture and physical location for installation of automated system terminals and equipment in its library. This responsibility includes cable installation, electrical power, and environment, all meeting industry, manufacturer and vendor specifications.
- 12) CCRLS ~~PARTICIPATINGPARTICIPATING~~ ENTITY may purchase equipment and software to expand and enhance its own operations; provided that such equipment and software is acceptable to CCRLS as compatible with the automated system. CCRLS shall not be responsible for maintenance of CCRLS ~~PARTICIPATINGPARTICIPATING~~ ENTITY equipment, but will configure and ensure CCRLS network connectivity. CCRLS ~~PARTICIPATINGPARTICIPATING~~ ENTITY shall not connect or install any such equipment or software without the review and written approval of CCRLS after at least 90 days prior to notice by CCRLS ~~PARTICIPATINGPARTICIPATING~~ ENTITY. CCRLS may remove non approved equipment from the network at CCRLS discretion. To facilitate this approval it is recommended that CCRLS ~~PARTICIPATINGPARTICIPATING~~ ENTITY include CCRLS in the examination and selection process. CCRLS cannot be responsible for making equipment and software work if this process is not followed. Any computer device connected to the CCRLS network must have approved anti-virus security software and a current, secure Operating System. CCRLS ~~PARTICIPATINGPARTICIPATING~~ ENTITY will not alter COLLEGE network or workstation equipment within their building without communication or direction from CCRLS.
- 13) Provide library staff possessing minimum level of technical ability and skill, with available phone access, to provide an onsite interface with CCRLS technical staff.
- 14) Notify CCRLS of any desired reductions to the number of CCRLS ~~PARTICIPATINGPARTICIPATING~~ ENTITY software licenses held through group software purchases if at all possible at least three months prior to renewal.
- 15) To qualify for CCRLS reimbursements for services to basic patrons and other member libraries:
 - a. City will provide 20 hr/week paid library staff (from here on referred to as Staff)
 - b. Staff will attend required CCRLS meetings and training
 - c. Library will be open at least 20 hours a week with Staff in place when open.
 - d. City will budget approximately \$17,000 from general funds for material purchases to be selected by Staff, and other expenses per the 2016-17 Budget.

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- e. Staff will be trained to handle appropriate system functions (required before password allowed)
- f. Staff will train and supervise volunteers in appropriate system functions
- g. Passwords will only allow access to functions trained for
- h. Individual passwords are NOT to be shared

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b) Under this agreement College shall:

1) Provide for the fiscal and administrative management of the CCRLS

a. Maintain the following:

1. The Chemeketa Cooperative Regional Library Advisory Council hereinafter referred to as the CCRLS Advisory Council, through which recommendations on policies of the Service can be expressed. The present membership of the CCRLS Advisory Council which shall be updated as needed and sent electronically for inclusion to all Library Directors and posted on the CCRLS website.
2. An ongoing liaison with Polk, Yamhill and Marion Library Association (PYM) (or their executive committee) through which recommendations on procedures and their implementation can be expressed.

b. Provide operation and maintenance of the CCRLS Automated System and related databases, including:

1. Maintain bibliographic, circulation, and borrower data in an automated database management system. Design, applications, enhancements of, and major changes of operation to the automated system database management system shall be subject to review by the PYM Technology Committee.
2. Manage the CCRLS automated system under the terms of this agreement and other applicable agreements with vendors and participating library so that CCRLS ~~PARTICIPATING~~ PARTICIPATING ENTITY has access to its bibliographic, circulation, and borrower records during library business hours, and at other times as agreed upon between the CCRLS ~~PARTICIPATING~~ PARTICIPATING ENTITY Library Director and the CCRLS Executive Director. The management responsibility for the automated system includes the obligation of CCRLS to monitor and evaluate entries for new materials and retrospective conversion of cataloging of old materials in order to maintain the highest quality bibliographic MARC database.
3. Acquire and provide for effective maintenance and support of ~~all~~ essential present and future, central and remote automated system equipment at its own expense; and provide for secure installation and housing for automated system except such automated system equipment as is acquired by CCRLS ~~PARTICIPATING~~ PARTICIPATING ENTITY for installation at its library, or as otherwise provided in Attachment A 1) Statement of Work a) 13) of this agreement.
4. Coordinate and assume cost for installation of telecommunications equipment and lines at CCRLS

~~PARTICIPATING~~~~PARTICIPATING~~ ENTITY's central and branch libraries for use with automated system. Parties agree that COLLEGE does not control, and therefore cannot warrant, the telecommunication networks used to communicate data from a remote site, nor does this agreement cover maintenance of telecommunication lines.

5. Acquire and furnish to CCRLS
~~PARTICIPATING~~~~PARTICIPATING~~ ENTITY, at COLLEGE's direct cost, certain necessary supplies and services, such as utilities, ~~report forms, reserve notices, library cards~~, bar codes, ~~overdue patron notices, magnetic tapes~~storage media, and other supplies except printer paper, cartridges and toner which may be required to provide the services of automated system to CCRLS ~~PARTICIPATING~~~~PARTICIPATING~~ ENTITY.
6. Provide through CCRLS, at CCRLS
~~PARTICIPATING~~~~PARTICIPATING~~ ENTITY's request, specialized reports not regularly generated by automation system. CCRLS ~~PARTICIPATING~~~~PARTICIPATING~~ ENTITY shall reimburse COLLEGE for the cost of providing such special reports at College request.
7. Coordinate all service, support, equipment purchases and maintenance necessary to the proper operation of automated system and enforce rules and standards for use of automated system by participating libraries. CCRLS ~~PARTICIPATING~~~~PARTICIPATING~~ ENTITY shall enter, retrieve, modify, and delete data in and from automated system in accordance with those rules and standards.
8. Maintain agreements for hardware maintenance and software support with current provider of library automation service(s). CCRLS shall provide reasonable approved maintenance and support for automated system hardware and software not provided by automation vendor. CCRLS shall provide reasonable prior notice to CCRLS ~~PARTICIPATING~~~~PARTICIPATING~~ ENTITY when system operation must be suspended for operational or maintenance requirements. CCRLS shall exercise its best efforts to schedule such periods of suspension during hours when CCRLS ~~PARTICIPATING~~~~PARTICIPATING~~ ENTITY's libraries are closed. Except for suspension of operation for necessary system maintenance or because security of the CCRLS automated system database or software is compromised or damaged, CCRLS shall not "lock out" CCRLS ~~PARTICIPATING~~~~PARTICIPATING~~ ENTITY terminals from automated system.
9. Provide, through CCRLS, one or more dedicated telephone lines to serve the system, and related telecommunication equipment as provided in the agreement with the vendor for the automation system, and pay all related installation, acquisition, maintenance, and use cost.
10. Except for equipment and software purchased by CCRLS ~~PARTICIPATING~~~~PARTICIPATING~~ ENTITY under Attachment A 1) Statement of Work a) 13), all automated system hardware, software, and other capital equipment shall remain the property of COLLEGE, and CCRLS ~~PARTICIPATING~~~~PARTICIPATING~~ ENTITY shall have no claim thereto other than the right to use thereof under this AGREEMENT.

11. Contract for hosting maintenance and backup of ~~of~~CCRLS automated system ~~data-data~~. In the event of system malfunction or loss of data, CCRLS shall promptly arrange ~~for restoration~~for restoration of the most recently backed up data to the system once it is again functioning. No liability is assumed by CCRLS if the automated system experiences down time or loss of data which cannot be recovered.
12. Provide training for at least one CCRLS PARTICIPATING ENTITY staff person at any time the automated system operating systems or procedures are changed, enhanced, or otherwise revised. CCRLS shall provide up-to-date access to on-line user manuals for CCRLS PARTICIPATING ENTITY's staff. All other training of CCRLS PARTICIPATING ENTITY staff shall be the responsibility of CCRLS PARTICIPATING ENTITY. CCRLS PARTICIPATING ENTITY shall designate one staff position responsible for coordinating training and operations matters with the CCRLS staff person responsible for automation system operations.
13. Provide for general maintenance and utilities to support the CCRLS automated system. This obligation includes janitorial service, maintenance painting as necessary, structural repairs, lighting and electrical system maintenance, and HVAC maintenance.
14. While providing computer network access to the CCRLS automated system, repair or replace as necessary any such items which are lost, physically damaged, or destroyed as a result of fire, theft, vandalism, or other sudden and unforeseen occurrence which would be a peril insurable under a standard form electronic data processing property insurance policy; provided that CCRLS PARTICIPATING ENTITY shall have no obligation under this paragraph with the acts of vandals gaining access to the computer system, programs, or data tangible components of the system; and, provided further, that CCRLS PARTICIPATING ENTITY shall not be liable under this agreement for any consequential damages incident to any loss covered under this section.
15. Provide personnel for the operation of the system. "Operation" includes: use of supplied software to generate reports, notices, lists, and similar documents and files; preparation and sending of overdue notices, hold notices, reports, billings, and other specified documents produced for routine system operation by the vendor(s) of the system and its installation, maintenance, or support of software, or the maintenance, repair or replacement of hardware or firmware.
16. Through its governing board, retain final authority over the policies and decisions relating to budget, operating procedures, system design, participation by other libraries, and other like issues of a general policy nature affecting their operation of CCRLS and automated system. The board, however, shall not take such actions without the recommendation of the CCRLS Advisory Council.
17. In serving card-holding CCRLS district nonresident patrons, abide by each CCRLS PARTICIPATING ENTITY's rules and

procedures regarding borrowing privileges. In no case shall card-holding residents of the CCRLS district receive less than the basic level of service from COLLEGE.

18. Provide a monthly accounting and quarterly reporting of expenditures under this program to the CCRLS Advisory Council.
19. Reimburse CCRLS PARTICIPATING ENTITY for library materials borrowed by non-residents under this AGREEMENT and not returned by the borrowers within six months of due date. CCRLS PARTICIPATING ENTITY hereby transfers and assigns all interests in such materials and all rights to unpaid overdue fines and replacement charges with respect thereto.
20. Provide regular courier service between the participating libraries.
21. May coordinate group purchasing of CCRLS related equipment, software or non-essential supplies, as needed, to assist CCRLS PARTICIPATING ENTITY and other participants. Charges for purchased supplies, equipment, services, maintenance contracts, delivery charges, postage, etc. will be billed to CCRLS PARTICIPATING ENTITY at direct cost and payable to COLLEGE.

~~22. For Cities of Newberg and Salem only, provide collection analysis services from vendor Collection HQ (or subsequent vendor) for which College will charge CCRLS PARTICIPATING ENTITY a proportionate share of the cost.~~

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22. Coordinate group purchasing of printer and computer management software licenses from ~~Envisonware~~EnvisionWare (or subsequent vendor) and will invoice CCRLS PARTICIPATING ENTITY annually for CCRLS PARTICIPATING ENTITY's proportionate share of software licenses.

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~~23.~~

24.23. Coordinate group purchasing of such CCRLS-related services such as on behalf of member libraries including, but not limited - Debtto Debt Collect, ORBIS and Cascade Alliance Courier. College will invoice CCRLS PARTICIPATING ENTITY annually or quarterly for the cost of these services on a usage basis.

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~~25. Provide a needs assessment to replace Plinkit, a service provided through the Oregon State Library which hosts several CCRLS library websites and which is going to be discontinued early in the 2015-2016 fiscal year. Without an immediate alternative and transition plan, this will leave many libraries without a primary web presence.~~

24. CCRLS will create and co-manage library websites on an acceptable/affordable platform, which would replace those lost as Plinkit is dismantled. CCRLS will create a general site template, from which multiple library sites will be derived and customized.

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At least one individual at each participating library shall be identified and trained to serve as their library site's principal editor. Subsequently, access to sites will be granted to these individuals, who will then assume primary responsibility for content development and general maintenance.

A CCRLS account will retain "ownership" (a defined role of the platform) of these sites. ~~CCRLS will also provide regular offline backups of each individual site. Relevant Training~~ training will be delivered by CCRLS staff at the Chemeketa Salem Campus. Attendance will be mandatory for local site editors. Libraries which currently have a registered domain name will need to investigate options for mapping that domain to the new platform. Libraries without a registered domain name will receive an alias under the ccrls.org domain (e.g., silverfalls.ccrls.org; stayton.ccrls.org; etc.).

~~The goal would be to transition all interested libraries to this platform as soon as possible. Upon adoption of the new service, participating libraries will be charged a proportionate share of the hosting fees, if any.~~

c. Electronic Payments for Fines, Lost Book Charges, or Other Charges

1. Through CCRLS, collect and process electronic payments for fines, lost book charges, or other charges owed to CCRLS member libraries.
2. Process charges that are paid only through the shared library automation system operated by COLLEGE.
3. COLLEGE shall not be financially responsible to refund corrected charges to a library patron. Any dispute of charges is the responsibility of CCRLS PARTICIPATING ENTITY to resolve with the patron. Deductions from the merchant banking account will be deducted from the next regular payment to the associated CCRLS PARTICIPATING ENTITY library.
4. Compile and calculate charges on a monthly basis. However, payment to CCRLS PARTICIPATING ENTITY will be made on a quarterly basis. In the event the amount due to CCRLS PARTICIPATING ENTITY is less than \$15, the payment may be held for the next quarterly payment.
5. Make payment to CCRLS PARTICIPATING ENTITY in the amount paid on their behalf, minus merchant services for the period. Associated fees will be distributed on a pro-rata basis to each library based on the percentage of total funds collected that month and total fees that month.
6. COLLEGE shall be credited payments for unidentified charges, or for items which COLLEGE has previously reimbursed CCRLS PARTICIPATING ENTITY.
7. COLLEGE shall acknowledge responsibility only for the amount of any correction without penalty.
8. COLLEGE shall, at all times during the term of this Agreement, comply with Oregon Revised Statutes Chapter 295 and shall deposit any fines, fees, charges, or other payments collected

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pursuant to this Agreement in an institution included in the Oregon State Treasurer's list of Qualified Depositories for Public Funds.

7. COLLEGE shall, at all times during the term of this Agreement, comply with all Payment Card Industry Data Security Standards and shall annually provide to CCRLS PARTICIPATING ENTITY a copy of its current PCI compliance certificate, and that of any acquirer, third party provider, or processor that is used in providing services pursuant to this Agreement

9.

2) Consideration

- a) CCRLS PARTICIPATING ENTITY will be compensated by COLLEGE in the amount shown in Attachment A1 – Compensation Schedule for CCRLS PARTICIPATING ENTITY for providing nonresident library service for the residents of the COLLEGE District. Payments shall be made in four equal installments at the end of each quarter as provided herein.
- b) CCRLS PARTICIPATING ENTITY will be compensated by COLLEGE CCRLS PARTICIPATING ENTITY for each net loan provided, i.e., the difference between the number of CCRLS PARTICIPATING ENTITY items loaned to and checked out in another library and the number of items owned by other libraries borrowed and checked out by the CCRLS PARTICIPATING ENTITY library. Tabulation of net loans shall be provided by the CCRLS automated integrated library system. Each net loan shall be paid in the amount shown in Attachment A1. Payments shall be made quarterly as provided herein.
- c) City of Salem Only: The City of ~~Salem~~ Salem will be paid a Interlibrary Loan Service Fee by COLLEGE on December 15 of each year. The service fee shall be included in the CCRLS budget as an amount sufficient to defray CCRLS PARTICIPATING ENTITY's costs incurred in providing Interlibrary Loan Referrals as described in 2)b) herein. The Interlibrary Loan Referrals fee for each year of this Agreement shall be as found in Attachment A1. Salem Library agrees to provide quarterly ILL statistics to CCRLS.
- d) City of Newberg Only: In consideration for participation in the CCRLS system and in lieu of taxes, since the CCRLS PARTICIPATING ENTITY is outside the area taxed to provide this service, the CCRLS PARTICIPATING ENTITY shall pay to the COLLEGE the sum shown in Attachment A1 on or before December 15 of each year.
- e) ~~CCRLS PARTICIPATING~~ PARTICIPATING ENTITY will be invoiced by College for services and licensing, provided through group purchases quarterly or annually as more specifically described in sub-sections of Section 1) b) 1) b. ~~(including~~ Including but not limited to §21, 23, 24, 25) ~~and fees and fees~~ described in 1) b) 1) c.

Payments made or invoices issued under this Agreement, either for full or partial payment, shall reference the College contract number written herein.

i)

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CHEMEKETA COOPERATIVE REGIONAL LIBRARY SERVICE
FY 2015-16 Council Members

Natalie Beach

Chemeketa Community College Representative
4000 Lancaster Drive NE/PO Box 14007
Salem, OR 97309-7070
503.399.5105 (w)
natalie.beach@chemeketa.edu

Patricia Wallace

Marion County Lay Member
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Mt Angel, OR 97362
503.845.2248 (w)
butte75@hotmail.com
◆Term expires: 6/30/17

Steven Rupp – Chair

Yamhill County Lay Member
PO Box 622
McMinnville, OR 97128
971.241.9251 (cell)
melcor@onlinemac.com
◆Term expires: 6/30/16

Jenny Berg

Medium Library Representative
McMinnville Public Library
225 N.W. Adams Street
McMinnville, OR 97128
503.435.5555 (w)
jenny.berg@ci.mcminnville.or.us
◆Term expires: 6/30/17

Marlys Swalboski

PYM Chair Representative
Silver Falls Library District
410 South Water Street
Silverton, OR 97381
503-873-5770 (w)
marlyss@crls.org
◆Term expires: 6/30/16

Scott McClure

City Manager Representative
City of Monmouth
151 Main Street W
Monmouth, OR 97361
503.751.0145 (w)
smcclure@ci.monmouth.or.us

Joan Scherf - Vice Chair/Chair Elect

Rural Lay Member
P.O. Box 493
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◆Term expires: 6/30/16

Debra Lien

Small Library Representative
Dayton Mary-Gilkey Library
416 Ferry Street
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debralien@ci.dayton.or.us
◆Term expires: 6/30/16

Julie Sowles

Large Library Representative
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jsowles@cityofsalem.net

Walter Perry

Polk County Lay Member
23505 Gooseneck Creek Rd.
Sheridan, OR 97378
503.851.9604 (h)
walterperry3@gmail.com
◆Term expires: 6/30/18

Ex Officio Members

Jennie Messmer

Mid-Willamette Council of Governments
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John Goodyear

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503.315.4584 (w)
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Trina Butler-Dana – Recording Secretary

Chemeketa Cooperative Regional Library Service
503.399.5165 (w)
trinab@crls.org

**EXHIBIT 2 TO 2016-17 CCRLS PARTICIPATION AMENDMENT
 ATTAACHEMENT A1 COMPENSATION SCHEDULE FY 2016-17**

Non-Resident Library Service Fee to CCRLS PARTICIPATING ENTITY
 Library by College

LIBRARY	AMOUNT	QUARTERLY PAYMENT
Amity	\$ 6,172.00	\$ 1,543.00
chemeketa	\$ 7,852.00	\$ 1,963.00
Dallas	\$ 67,013.00	\$ 16,753.00
Dayton	\$ 6,398.00	\$ 1,599.00
Indepenedence	\$ 67,856.00	\$ 16,964.00
Jefferson	\$ 12,444.00	\$ 3,111.00
Lyons	\$ 11,474.00	\$ 2,869.00
McMinnville	\$ 150,643.00	\$ 37,661.00
Monmouth	\$ 70,731.00	\$ 17,683.00
Mt. Angel	\$ 16,129.00	\$ 4,032.00
Newberg	\$ 85,388.00	\$ 21,347.00
Salem	\$ 579,963.00	\$ 144,991.00
Sheridan	\$ 13,512.00	\$ 3,378.00
Silver Falls (Silver Falls Library District)	\$ 68,264.00	\$ 17,066.00
Stayton	\$ 77,870.00	\$ 19,467.00
Wagner Library (Falls City School District)	\$ 3,503.00	\$ 876.00
Willamina	\$ 16,870.00	\$ 4,217.00
Woodburn.	\$ 72,429.00	\$ 18,107.00

Net Loan Payment to CCRLS PARTICIPATING ENTITY by College: The net loan payment for fiscal year 2016-15 shall be 1.50 per item.

Interlibrary Loan Referrals Service Fee (City of Salem Only): the Interlibrary Loan Referrals payment to the City of Salem for fiscal year 2016-17 shall be \$29,000.

Participation Payment to College (City of Newberg Only): The participation payment to College by the City of Newberg for fiscal year 2016-17 shall be \$134,893.

Chemeketa Cooperative
Regional Library Service



Community. Literacy. Technology.

P.O. Box 14007, Salem, OR 97309-7070 - Phone: 503.315.4584 - Fax: 503.399.7316

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR LIBRARY PARTICIPATION IN CHEMEKETA COOPERATIVE REGIONAL
LIBRARY SERVICE (2016-2017)**

Contract #10196600, Amendment #03

This Agreement is by and between Chemeketa Community College hereafter known as COLLEGE, and City of Willamina, by and through its Willamina Public Library, hereafter known as CCRLS PARTICIPATING ENTITY.

Purpose: The purpose of this amendment is to add funding for the 2016-17 fiscal year and to replace Attachment A. Statement of Work Consideration with a revised attachment.

- 1) **Attachment A Statement of Work/Consideration** is deleted in its entirety and replaced by the revised **Attachment A Statement of Work/Consideration** which is attached to this amendment #03 as **Exhibit 1** and which is incorporated herein by this reference.
- 2) **Attachment A1 Compensation Schedule 2015-2016** is deleted in its entirety and replaced by the revised **Attachment A1 Compensation Schedule 2016-2017** which is attached to this amendment #03 as **Exhibit 2** and which is incorporated herein by this reference.
- 3) **Attachment B Council Members 2015-2016** is deleted in its entirety and replaced by the revised **Attachment B Council Members 2016-2017** which is attached to this amendment #03 as **Exhibit 3** and which is incorporated herein by this reference. This Attachment will be updated in September 2016 and may be further updated during the amendment period from time to time. A revised Attachment B. will be sent via e-mail.
- 4) This amendment #03 is effective upon signature by both parties. The changes to Attachment A1 are effective for the period July 1, 2016 - June 30, 2017 upon signature by both parties.

**Signatures
(see next page)**

Parties concur that all other terms and conditions of the original Agreement, and the terms and conditions of any Amendment to the original agreement, shall remain in effect.

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

For College:

For CCRLS PARTICIPATING ENTITY:

(Signature) (Date)
John Goodyear
Executive Director
Chemeketa Cooperative Regional Library Service

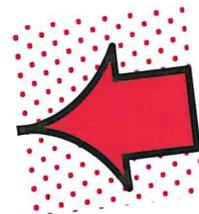
(Signature) (Date)

Printed Name of Library Director

Printed Title of Library Director

Signature of Authorized Entity Signer
Ila Skyberg 6-10-2016
(Signature) (Date)
Ila Skyberg
Printed Name of Authorized Entity Signer
Mayor of Willamina, OR.
Printed Title of Authorized Entity Signer

Chemeketa Community College is an equal opportunity/affirmative action employer and educational institution.
To request this publication in an alternative format, please call 503.399.5192.





100 HIGH STREET S.E., Suite 200 | SALEM, OREGON 97301 | www.mwvcog.org
T: 503.588.6177 | F: 503-588-6094 | E: mwvcog@mwvcog.org
An equal opportunity lender, provider, and employer

May 27, 2016

Debbie Bernard, City Recorder
City of Willamina
PO Box 629
Willamina, Oregon 97396

Dear Debbie,

As we near the close of another fiscal year, I am enclosing for your consideration two copies of a contract for continuing land use planning services from **July 1, 2016 to June 30, 2018**. This year, our rate must increase from \$77 to \$79 per hour for land use planning and GIS services and from \$48 to \$50 for secretarial services. Due to the rate increase, we are offering a two-year contract in order to assure our members of a locked-in rate for the two-year cycle. As in previous years, this rate does not require a minimum number of hours.

This agreement covers land use planning services on an as-needed, on-demand basis. Mileage costs associated with providing land use planning services are charged directly to the city at the IRS mileage rate. To help reduce travel costs to the city, land use planners are able to participate in meetings by phone and make arrangements for conference calls as needed by the city.

Our costs for on-demand service reflect the fact that it is much more difficult to plan and budget for this work. Most of the cities that we provide this service to are able to pass this cost on to the developers or applicants who require the planning service, either through direct billing or through the collection of fees. We would be glad to assist you with putting such a system in place if you do not already have such a means of recovering these costs.

One planning service that we will continue to provide to client cities at no charge is the preparation of grant applications to pay for land use planning projects. Also, when we assign a planner to a city, they become responsible for reporting back to the rest of the COG staff on other needs that you may have such as public works improvements, transportation needs, etc., so that you can take full advantage of other COG resources that may be available.

Please sign and return both copies of the enclosed contract by **June 24th**. If you have questions or wish to discuss this further, please contact me at 503-540-1618 or renatac@mwvcog.org.

Also enclosed is an evaluation questionnaire regarding our planning services. Please share this with members of your city council or planning commission, as you think appropriate, and send it back to me. This year individuals also have the option of completing the evaluation questionnaire online at:

<https://www.surveymonkey.com/r/6Y868FR>. Your feedback is critical to our efforts to monitor and improve services.

We appreciate the opportunity to provide land use planning services to you and look forward to working with you in the coming years.

Sincerely,

Renata Wakeley
Community Development Director



Jennie Messmer
Deputy Director

CONTRACT

LAND USE PLANNING SERVICES

THIS AGREEMENT is made and entered into this 1st day of July, 2016 by and between the CITY OF Willamina, OREGON, a municipal corporation ("CITY"), and the MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS ("COG"), a voluntary intergovernmental association created by charter and Agreement pursuant to ORS Chapter 190 of which CITY is a member.

WITNESSETH:

IN CONSIDERATION of the mutual premises and stipulations set out below, the CITY and COG do hereby agree as follows:

A. COG Responsibilities

1. COG shall provide an experienced land use planner to assist the CITY in processing land use actions, zone code revisions and other related activities which may be requested by the CITY.
2. COG shall provide to CITY mapping, graphics and document production services related to work requested by CITY under paragraph A.1.
3. COG shall provide monthly billing statements.

B. CITY Responsibilities

1. CITY agrees to engage COG as a provider of land use planning consulting services.
2. CITY agrees to pay for land use planning services under paragraph A.1. at a rate of \$79.00 per hour for a land use planner or GIS mapping analyst and \$50.00 per hour for staff support assistance, plus mileage at the IRS mileage rate for travel related to providing said services.
3. CITY agrees to pay the actual cost of mapping, graphics and document production provided under paragraph A.2.
4. CITY shall review, process and pay COG's monthly invoices within 30 days of receipt.
5. CITY shall designate a key contact person through which all requests for services will come and with whom the activities of COG's land use planner will be coordinated.

C. COG Services Provided Without Additional Compensation

1. COG shall provide advice and assistance to CITY with grant and loan applications for financing of public improvements at no additional charge except in those instances when such work may be eligible for compensation from the granting agency.
2. COG shall prepare documentation and applications for funding for additional planning projects on behalf of CITY.
3. COG shall refer CITY to other available resources that may be available to address needs of CITY upon request.

D. Termination and Amendment

1. This Agreement shall be terminated on June 30, 2018 unless otherwise agreed to by COG and CITY by amendment to this Agreement.
2. This Agreement may be terminated for convenience by either party upon written notice of 30 calendar days.
3. This Agreement may be amended only by written agreement executed between the parties.

E. Independent Contract

1. The CITY has engaged COG as an independent contractor for the accomplishment of a particular service. Neither party, nor the officers and employees of either party shall be deemed the agents or employees of the other party for any purpose.

F. Limited Warranty

1. CITY agrees to seek and rely exclusively on the advice of its own legal counsel as to the legal sufficiency of the land use planning process and its products. The parties expressly recognize that the review process involves political and legal judgment entirely within the control and authority of the CITY. COG's only obligation is to provide advice from the perspective of land use planning principles, and not legal or political counsel.
2. In no event shall COG be liable for indirect or consequential damages of any nature. In no event, regardless of theory of recovery, shall COG be liable for any damages in excess of the amounts actually paid by CITY to COG under Paragraph B. hereof.

3. CITY agrees to provide a representative to present the CITY's viewpoint at public hearings regarding a dispute between the CITY and the County or another city. COG will provide support and information as appropriate (including research and staff reports) to aid the CITY in making its arguments.

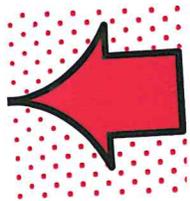
IN WITNESS WHEREOF, COG and the CITY have, by approval of their respective governing bodies, caused this Agreement to be executed as of the day and year aforesaid.

**MID-WILLAMETTE VALLEY
COUNCIL OF GOVERNMENTS**

By: 
Nancy J. Boyer, Executive Director

CITY OF Willamina

By: 



City Council Schedule of Events Jan-June 2016

Year Start Day 1:Sun, 2:Mon

City Council 2016 Schedule of Events FEB TO JULY

February 2016						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

February	Budget Calendar	
02/12/16 (Fri)	Lincoln's Birthday	holiday
02/14/16 (Sun)	Valentines Day	holiday
02/15/16 (Mon)	President's Day-UNION EMPLOYEES DAY OFF	holiday
02/11/16 (Thurs)	City Council Meeting at 7:00pm	
02/11/16 (Thurs)	Approval of the Budget Committee	
02/11/16 (Thurs)	Discuss Budget Calendar	
02/11/16 (Thurs)	City Council Work Session at 5:30pm	
02/18/16 (Thurs)	Amity City County Dinner	
02/23/16 (Thurs)	Rich Winkel Audit Review Test	

March 2016						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

March	2016 2017 BUDGET	
03/17/16 (Thu)	St. Patrick's Day	holiday
03/13/16 (Sun)	Daylight Saving (move clocks ahead 1 hour)	holiday
03/10/16(Thu)	Present to Council Delegated Authority	
03/10/16(Thu)	Present to Council Supplemental Budget	
03/10/16(Thu)	Meeting w/Secretary of State regarding 2014/2015 audit review	
03/10/16(Thu)	Regular City Council Meeting @ & 7:00pm (may change)	
03/10/16(Thu)	SEI - Councilors to file an Annual Verified Statement of Economic Interest (SEI)	

April 2016						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

April	BUDGET 2016 2017	
04/01/16 (Fri)	April Fool's Day	holiday
04/22/16 (Fri)	Earth Day	holiday
04/12/16 (Thur)	City Council Regular Meeting	
04/15/16 (Fri)	Deadline SEI Annual Verified Statement of Economic Interest	
04/12/16 (Tue)	Proposed Budget Complete (Staff)	
04/20/16 (Wed)	Budget Committee Training (no notice required)	

May 2016						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

May	CONTRACTS 2016 2017	
05/05/16 (Thu)	Proposed Budget presented (noticed) Advertise Budget Hearing	
05/11/16 (Thu)	Second Budget Committee Meeting	
05/12/16 (Thu)	City Council Meeting	
05/26/16 (Thu)	Special Council Meeting to Hear Approved Budget (Noticed)	
05/30/16 (Mon)	Memorial Day	holiday

June 2016						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

June	ADOPT BUDGET 2016 2017	
06/9/16 (Thu)	CITY OF WILLAMINA WATER PROPOSED WATER RATE INCREASE	
06/9/16 (Thu)	CCRLS Contract	
06/9/16 (Thu)	MWVCOG Contract Renewal	
06/9/16 (Thu)	WESTERN OREGON proposed rate increase resolution	
06/09/16 (Thu)	Council Adopts Budget and Sets appropriations Hearing on State Revenue Sharing	
06/16/16 (Thu)	City County Dinner City of Dayton	

July 2016						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

July		
07/04/16 (Mon)	Independence day	holiday
07/01/16 (Fri)	Local Governing Body to file with County Elections Official: Statement of Candidates- City	Elections

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