



## Dallas City Council Agenda

**Kenneth L. Woods, Jr., Presiding**

**Monday, May 6, 2024**

**7:00 PM**

**Dallas City Hall, 187 SE Court St. Dallas, OR 97338**

### COUNCIL

**Mayor**

Kenneth L Woods, Jr.

**Council President**

Michael Schilling

**Councilor**

Nancy Adams

**Councilor**

Carlos Barrientos

**Councilor**

Larry Briggs

**Councilor**

Kirsten Collins

**Councilor**

Kim Fitzgerald

**Councilor**

Micah Jantz

**Councilor**

David Shein

**Councilor**

Debbie Virden

### CITY STAFF

**City Manager**

Brian Latta

**Asst. City Manager**

Emily Gagner

**City Attorney**

Lane Shetterly

**Police Chief**

Tom Simpson

**Fire & EMS Chief**

April Wallace

**Economic &**

**Community**

**Development Director**

Charlie Mitchell

**Public Works Director**

Gary Marks

**Library Director**

Mark Johnson

**Finance Director**

Cecilia Ward

**City Recorder**

Kim Herring

All persons addressing the Council will please use the table at the front of the Council. All testimony is electronically streamed and recorded via the City of Dallas YouTube Channel:

<https://www.dallasor.gov/community/page/dallasyoutube>

AGENDA ITEM	RECOMMENDED ACTION
1. ROLL CALL, PLEDGE OF ALLEGIANCE	
2. INTRODUCTIONS, RECOGNITIONS, PROCLAMATIONS a) Presentation to City Council by Brian Latta b) Police Week Proclamation p.3 c) Public Works Week Proclamation p.4	
3. PUBLIC COMMENT (SEE PAGE 2 FOR MORE INFORMATION)  <i>This time is provided for citizens to comment on municipal issues and any agenda items other than public hearings.</i>  <u>To submit public comment by live telephone, please call:</u> <b>+1 253 215 8782</b> <b>MEETING ID: 213 855 0622</b>  *We encourage you to be logged into the public comment queue by 7:00pm*	
4. CONSENT AGENDA  <i>The following items are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member so requests, in which case the item will be removed from the Consent Agenda and considered separately.</i>  a) Approval of the April 15, 2024 City Council Meeting Minutes p.5	MOTION
5. ITEMS REMOVED FROM CONSENT AGENDA	
6. REPORTS OR COMMENTS FROM MAYOR AND COUNCIL MEMBERS	
7. REPORTS FROM CITY MANAGER AND STAFF  a) Annual Audit Presentation p.6 b) Mid-Willamette Valley Council of Governments Master Services Agreement p.7 c) Chemeketa Cooperative Regional Library Services Agreement – Amendment #1 p.30	MOTION  MOTION
8. OTHER BUSINESS	
9. ADJOURNMENT	



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**Step 1:** Dial: **+1 (253) 215-8782**

**Step 2:** Enter Meeting ID: **213 855 0622**

**Step 3:** Press **#**. This will set your participant ID as your telephone number.

#### **Helpful Tips:**

- Make sure to call in before the meeting start time
- You will be asked to speak during the public comment portion of the meeting (See page 1 of the meeting agenda). You will be called upon by phone number once the public comment period begins. All testimony will be electronically recorded.
- Do not use your speakerphone when calling to submit public comments as it may affect call quality.
- Turn off the volume on YouTube if you choose to watch the video live on YouTube while simultaneously commenting via telephone, otherwise you may experience audio feedback.
- Press **\*6** to unmute yourself when asked by the recording secretary or presiding officer.



*City of Dallas, Polk County, Oregon*

***Proclamation in Recognition of Peace Officers' Memorial Day  
and National Police Week***

**WHEREAS,** *National Police Week in America was created to honor and recognize the sacrifice and contributions made by police officers in communities both large and small; and*

**WHEREAS,** *In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police week; and*

**WHEREAS,** *our community will always appreciate and commend the risks police officers take every day to ensure our community's laws are properly enforced and that public safety is ensured; and*

**WHEREAS,** *it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our department recognize their duty to serve the people by safeguarding life and property, protecting them against violence or disorder, and protecting the innocent against deception and the weak against oppression or intimidation; and*

**NOW, THEREFORE,** *I, Kenneth L. Woods, Jr., Mayor of the City of Dallas, do recognize the week of May 12-18, 2024, as National Police Week and further extend appreciation to our local law enforcement teams for the vital services they perform and their exemplary dedication to the community they serve.*

**Signed this 6<sup>th</sup> day of May, 2024**

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**Kenneth L. Woods, Jr., Mayor**



*City of Dallas, Polk County, Oregon*  
***National Public Works Week***

**WHEREAS**, *public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Dallas, and*

**WHEREAS**, *these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens, and*

**WHEREAS**, *it is in the public interest for the citizens, civic leaders and children in the City of Dallas to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,*

**WHEREAS**, *the year 2024 marks the 64<sup>th</sup> annual National Public Works Week sponsored by the American Public Works Association.*

**NOW, THEREFORE**, *I, Kenneth L. Woods, Jr., Mayor of the City of Dallas, in recognition of this event do hereby designate the week May 19–25, 2024 as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.*

**Signed this 6<sup>th</sup> day of May, 2024**

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**Kenneth L. Woods, Jr., Mayor**



MEETING MINUTES  
DALLAS CITY COUNCIL  
187 SE COURT ST, DALLAS, OR 97338

Monday, April 15, 2024

1 Mayor Kenneth L. Woods, Jr. called the City Council meeting to order on Monday, April 15,  
2 2024 at 7:00 pm.

3 **ROLL CALL**

4 **Councilors Present:** Council President Michael Schilling, Councilor Nancy Adams, Councilor  
5 Carlos Barrientos, Councilor Larry Briggs, Councilor Kirsten Collins, Councilor Kim Fitzgerald,  
6 Councilor Micah Jantz, Councilor David Shein, and Councilor Debbie Virden

7 **Mayor or Councilors Excused:** None

8 **Also Present:** Mayor Kenneth L. Woods, Jr., City Manager Brian Latta, Assistant City Manager  
9 Emily Gagner, City Attorney Lane Shetterly, Police Chief Tom Simpson, Fire & EMS Chief  
10 April Wallace, Finance Director Cecilia Ward, Public Works Director Gary Marks, Economic &  
11 Community Development Director Charlie Mitchell, and City Recorder Kim Herring

12 **INTRODUCTIONS, RECOGNITION, PROCLAMATIONS**

13 Mayor Woods read a proclamation proclaiming April 26, 2024 as Arbor Day in Dallas.

14 Mayor Woods read a proclamation proclaiming May 2024 as Building Safety Month.

15 **PUBLIC COMMENT**

16 Ann Hurd, Friends of the Dallas Aquatic Center, gave an update on recent activities.

17 **CONSENT AGENDA**

- 18 a) **Approval of the April 1, 2024 Work Session Meeting Minutes**
- 19 b) **Approval of the April 1, 2024 City Council Meeting Minutes**
- 20 c) **March 2024 Financial Report**
- 21 d) **Recommend approval of the OLCC Full On-Premises Liquor License for Forest**
- 22 **Pass Brewing Company**

23 Councilor Shein moved and Councilor Jantz seconded to approve the consent agenda as present-  
24 ed. The vote was taken and the motion passed with a vote 9-0.

25 **REPORTS OR COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

26 Council President Schilling thanked Cecilia Ward for the earlier budget training.

27 **REPORTS FROM CITY MANAGER AND STAFF**

28 Charlie Mitchell presented an update on the property located at 791 Main Street. The Police and  
29 Fire Departments will start using the building for training next month. The City will then con-  
30 tract with a company to demolish the building.

31 **ADJOURNMENT: 7:24 pm**

32 **Read and approved this 7<sup>th</sup> day of May 2024.**

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35 **Mayor**

36  
37 \_\_\_\_\_

38 **City Manager**



**CITY COUNCIL  
STAFF REPORT**

**MEETING DATE:** May 6, 2024  
**AGENDA ITEM NO.** 7.a  
**TOPIC:** Audit Report FY Ending June 30, 2023  
**PREPARED BY:** Cecilia Ward, Finance Director  
**APPROVED BY:**  City Manager  
**ATTACHMENTS:** None

**RECOMMENDED ACTION:**

N/A – Information Only

**BACKGROUND:**

Oregon law requires local governments to have a financial statement audit performed each year. These audits are performed by independent Certified Public Accountants, and are subject to review.

Every year the auditor presents the prior year's financial statements to the council for your review and to assist you in fulfilling your responsibilities for oversight of the City's financial reporting. The financial statements for fiscal year ending June 30, 2023, are being presented by Brad Bingenheimer with SingerLewak.

For your review, the Annual Comprehensive Financial Report was provided to you prior to this meeting and is also available on the City's website.

**SUMMARY TIMELINE:**

- Week of July 31, 2023 interim field work performed.
- Week of November 6, 2023 final field work performed.
- February 29, 2024 Annual Comprehensive Financial Report completed.
- May 6, 2024 Presentation of audit by audit staff with SingerLewak.

**FISCAL IMPACT:**


NA

**RECOMMENDED MOTION:**

N/A – Information Only



## CITY COUNCIL STAFF REPORT

**MEETING DATE:** May 6, 2024  
**AGENDA ITEM NO.** 7.b  
**TOPIC:** Mid-Willamette Valley Council of Governments Master Services Agreement  
**PREPARED BY:**  Brian Latta, City Manager  
**ATTACHMENTS:** A – Packet of Materials from MWVCOG re: Master Services Agreement

### **RECOMMENDED ACTION:**

Approve of the Master Services Agreement (IGA) and direct the City Manager to sign the agreement.

### **BACKGROUND:**

The Mid-Willamette Valley Council of Governments (COG) is a regional governmental agency supporting regional collaboration and projects. The City of Dallas is a member of this council and receives services, from time to time, from them. In prior years, the City would simply contract with the COG for any needed services. Each service would be a separate contract.

The COG is seeking a different structure, and is asking the City of Dallas to enter in a Master Services Agreement (MSA), wherein all of their services would be covered. This would eliminate the need to generate multiple contracts in a given year.

**Attachment A** includes a cover letter describing the MSA, the services currently provided and covered by the MSA, two resolutions enacting the fees for services, and the proposed MSA itself.

### **SUMMARY TIMELINE:**

May 6, 2024 – Council to consider the Master Services Agreement between the COG and City of Dallas.

### **FISCAL IMPACT:**

None

**RECOMMENDED MOTION:**

I move to approve the Mid-Willamette Valley Council of Government's Master Services Agreement form, and direct the City Manager to sign the agreement.

**ATTACHMENTS:**

A - Packet of Materials from MWVCOG re: Master Services Agreement





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

April 15, 2024

Dear COG Member,

As you know, every spring COG sends service contracts for the upcoming fiscal year. We have some important changes to share about our process and rates.

### **Streamlined Services Contracting Process**

In the past, COG contracted with members for each type of service offered, creating multiple contracts which were identical except for the service description requiring redundant efforts for members and COG. To create efficiencies where possible, COG has streamlined our contracting process and now offers a Master Services Agreement for your consideration.

The Master Services Agreement allows the COG and members to agree to the terms for the delivery and payment of services for all services that the member may request from COG during the fiscal year. This reduces the processing time and cost for both the member and COG for contracts that are identical except for the service description.

### **Rate Changes**

At their March meeting, the MWVCOG Board of Directors adopted Resolution 2024-01 setting rates for our services. A description of all COG services is provided in the attached Local Services Plan. The rates were informed by a cost analysis conducted by the COG finance team and presented to the Board and were set based on cost recovery principles. The new rates are attached as part of the Master Services Agreement.

### **Member Cost Recovery**

In many cases, members are able to pass this cost on to developers or applicants who request planning services, either through direct billing or through the collection of fees. This is available for planning, legal and GIS services. 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 or if you would like information on a full recovery fee schedule.

**Legal Services Change to Flat Rate Packages**

COG is pleased to continue offering legal and hearings officer services. This year we are offering a bundled rate of 10 hours of service to members for a flat rate of \$1000. Thereafter, legal services are billed at the hourly rate of **\$200/hour**. Flat rate packages will continue to be available for special projects e.g. Charter review.

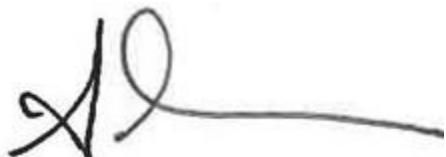
**COG's Service Offerings**

COG staff that are assigned to work with members are a great source of information for not only their own area of expertise but other areas of expertise that a member may need. The combined knowledge and experience of the staff at COG ensure that member needs can be met on a variety of projects and services. Please don't hesitate to speak with any of our staff about our array of services.

Please sign and return both copies of the enclosed contract by **June 30th**. If you have questions or wish to discuss this further, please feel free to contact any of our COG team.

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

Sincerely,



Scott Dadson, MWVCOG Executive Director



## ABOUT MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

The Mid-Willamette Valley Council of Governments is a voluntary association of over 40 local governments. Members include Marion, Polk, and Yamhill counties, 32 cities, 7 special districts, and the Confederated Tribes of the Grand Ronde.

### MISSION

Our ongoing mission includes:

- Expanding interaction and improving dialogue among local units of government
- “Convenorship” – enhancing collective awareness of major regional issues through seminars and workshops
- Coordinating regional planning and development activities
- Providing technical assistance and local services tailored to individual needs of member governments.

### GOVERNMENT

The Mid-Willamette Valley Council of Governments operates under Oregon Revised Statute 190 however; the charter has enumerated powers, so we do not have all the same powers granted to municipal corporations by State statutes. Enumerated powers limit the Board’s power to the powers expressly listed in the ORS 190 Agreement. This affects the power to issue debt, levy taxes, as well as other Board’s decisions and daily operations.

Mid-Willamette Valley Council of Governments is governed by a representational Board comprised of an appointed Chair and 19 Board members. The Board exercises policy-making and legislative authority and is responsible for COG legislation, adopting the budget, appointing committees, and hiring the Executive Director.

The Executive Director and staff are responsible for carrying out the day-to-day operations of the COG.

The COG’s fiscal year begins July 1 and ends June 30. Current information about services and projects can be found at the website [www.mwvcog.org](http://www.mwvcog.org)

## MEMBER SERVICES

The Council of Governments provides services to our members. At the core of MWVCOG programs are: Promoting regional collaboration, cooperation and dialogue among local units of government; Enhancing collective awareness of major regional issues, projects and activities through newsletters, meetings, seminars and workshops; Providing staff support, technical assistance and local services tailored to the individual needs of Mid-Willamette Valley Council of Government member jurisdictions.

## ADMINISTRATIVE SERVICES

COG provides a variety of services to support the elected leadership and central office functions. These include facilitation, recruitments, finance and accounting, and legal services.

Facilitation

Facilitation services are available for elected leadership as well as department level efforts. Services include council goal-setting sessions, community visioning, and strategic planning.

Recruitment Services

COG staff are available to provide recruitment services for city managers and administrators including;

- Develop a recruitment timeline based on the Council's decisions regarding the placement of advertisements and the associated deadlines; the process that the Council determines is appropriate, Council availability, etc.
- Meet with Council to draft a position profile.
- Draft and place the position advertisements.
- Receive applications and send acknowledgment letters to all applicants. Screen applications.
- Respond to inquiries from candidates during the recruitment process.
- Perform background/reference checks on finalist(s) chosen by the Council.
- Work with the Council in designing the interview process and questions.
- Facilitate the interview process.
- Send out regret letters to unsuccessful candidates at appropriate times.
- Assist in negotiating an employment agreement. MEMBER is responsible for having its legal counsel prepare or review any proposed employment contract with the person being hired as MEMBER Manager.

Legal Services

COG provides experienced local government attorneys to provide legal services. Services include:

- Legal consultation and navigation services to assist with answering day-to-day questions such as conduct of a public meeting, public records, or the interpretation of a code or legal requirement.
- Review and drafting of contracts, intergovernmental agreements, and other documents and legal instruments.
- Drafting or resolutions, ordinances, and updates of municipal code sections as requested by MEMBER.
- Attendance at MEMBER meetings as requested by MEMBER and coordinated with the designated attorney.
- Attendance at meetings requiring legal representation either accompanying one or more MEMBER representatives or as the designated MEMBER legal representative.
- Training of MEMBER personnel, elected, and appointed officials on legal issues.
- Hearings Officer.
- Other legal services as requested by MEMBER, but does not include, litigation, bond counsel, personnel and labor negotiations, city prosecutor, or other specialized attorney services beyond agreed upon general legal representation.

Fiscal and Budget Administration Services

COG finance staff provide services to members for budgeting, accounting, payroll administration, financial reporting, cash management, insurance, investment oversight, fiscal records management, property management, analyses, and audit support.

## TRANSPORTATION PLANNING AND GIS SERVICES

MWVCOG provides administrative services and staffing for the Metropolitan Planning Organization (MPO) responsible for transportation planning in the Salem-Keizer-Turner metropolitan planning area. Policy direction for the MPO program is provided by the Salem Keizer Area Transportation Study Policy Committee (SKATS). Participants in SKATS are: City of Salem, City of Keizer, City of Turner, Marion County, Polk County, School District 24J, Salem Area Mass Transit District, and Oregon Department of Transportation (ODOT). SKATS is responsible for the adoption and maintenance of the SKATS Metropolitan Transportation Plan (MTP), the SKATS Transportation Improvement Program (TIP), development of the regional travel demand model, and coordination and technical assistance for regional transportation studies in the SKATS boundary.

COG's Safe Routes to School program serves the Salem Keizer School district area using funding from transportation grants from ODOT the SKATS TIP, and matching funds from the Salem Keizer School District.

COG provides support and assistance to the Mid-Willamette Area Commission on Transportation (MWACT) to facilitate discussion and develop consensus on transportation issues throughout the three county-area.

### GIS Services

COG's GIS (Geographic Information System) services include specialized mapping and analysis, online web map and application development, mapping support to land use planning, census data analysis, and assisting members in establishing or expanding the use of GIS in their agencies. Ongoing projects include development and maintenance of online web map applications for Yamhill County Planning and the cities of Sheridan, Dundee, and Turner, mobile data collection application development for Yamhill County Public works and the Marion Soil and Water Conservation District, attendance boundary maintenance for the Salem-Keizer School District, quarterly building permit reports for the greater Salem-Keizer area, and production and maintenance of zoning, comp plan, address, natural resources, and other maps for member cities. Specific services include:

- Web map application development/hosting
- Planning, transportation, natural resources, demographic, utility, and many other types of mapping
- Advanced geographic processes and analyses
- Online surveys
- Mobile data collection application development
- Utility CAD data conversion
- Public participation tools, such as online public comment maps
- Story Maps
- Arc HUB sites
- Custom data analysis

## COMMUNITY AND ECONOMIC DEVELOPMENT SERVICES

Community and economic development services include land use planning, grant writing and administration, housing rehabilitation program management, small business lending, and economic development planning and activities.

### Land Use Planning

MWVCOG provides professional planners for land use planning services for current and long-range planning including code updates, UGB expansion, and related analysis. Planning staff:

- Analyzes and evaluates land use applications, development proposals and building permits; prepares appropriate public notices; evaluates data; interprets applicable laws, codes, and ordinances, and makes appropriate recommendations; coordinates reviews and negotiations with other City departments.
- Identifies and resolves critical issues affecting the feasibility and success of various development proposals and land use applications.
- Answers questions and provides information to the public on land use, sign, and public nuisance regulations; investigates complaints and recommends corrective action as necessary to resolve concerns regarding the City's land use code.
- Prepares staff reports for the City Council and Planning Commission, Hearings Official, and other committees and advisory boards; makes presentations as required.
- Participates in pre-application conferences with project teams.
- Confers with and advises engineers, surveyors, developers, architects, attorneys, landscape architects and the public regarding City development requirements and planning policies and standards; coordinates City's response on land use applications, zoning, and other planning related matters; negotiates and resolves related conflicts that arise.
- Serves as project manager or staff team member on complex land use applications and studies.
- Conducts plan review on residential, multifamily, and commercial plans for zoning development standards, such as building design, setbacks, bicycle and motor vehicle parking, and landscaping.
- Develops informational materials to provide information to the public regarding land use standards and procedures related to the City's land use code, plans, and other standards.
- May research and draft ordinances to amend the zoning and other land use development ordinances; may evaluate amendments to the comprehensive plan or neighborhood plans.
- May make presentations regarding general planning issues, or specialized planning policies and procedures to neighborhood groups, educational, civic, and professional organizations.

### Grants Administration

MWVCOG grant administration staff monitors, identifies and notifies member governments of grant and other opportunities; writes and administers grants including environmental reviews and wage monitoring; and completes reports to comply with grant requirements. These services include helping in insuring future eligibility for state and federal grants and loans by helping members with regulatory compliance in managing projects.

### Housing Rehabilitation Services

COG provides specialized assistance to members with management and administration of housing rehabilitation programs and funds. Via the HUD Community Development Block Grant (CDBG) Program, these funds provide loans or grants to low and moderate-income homeowners for home

repairs and often require extensive regulatory compliance and specialized management on the part of funded cities. Due to regulatory changes, it is advantageous for many cities to assign these CDBG funds to Valley Development Initiatives, a regional non-profit corporation, for long term management. MWVCOG provides staff services to Valley Development Initiatives (VDI) under contract.

### Economic Development

MWVCOG coordinates and provides staff support to the activities of the Mid-Willamette Valley Community Development Partnership, an advisory Board chartered by the MWVCOG consisting of 29 members made up of both local government elected officials and private sector representatives. The Partnership provides policy direction for the regional economic development planning program. This program is supported by federal funds (EDA) and MWVCOG and Economic Development District dues.

With EDA assistance, MWVCOG provides economic development services such as urban renewal planning projects, mapping, infrastructure and employment land inventories, participation in regional economic development activities and meetings, and continued services as the Economic Development District to ensure eligibility for EDA funding and opportunities.

### Fiduciary Funds

COG offers fiscal agent services for members. For example, COG provides fiscal agent services under an agreement with the Marion Cultural Development Corporation. Donations are received and held pending disbursement instructions from the corporation.

## BUSINESS LENDING AND REVOLVING LOAN FUND SERVICES

### Revolving Loan Fund Administration

COG staff provide revolving loan fund administration services for members.

### Business Lending

MWVCOG operates a regional loan program to help finance business facilities. This Revolving Loan Fund (RLF) program was capitalized by grants from the U.S. Economic Development Administration (EDA), member governments and the Regional Investment Program.

MWVCOG entered into intermediary relationships with the United States Department of Agriculture (USDA), the Oregon Business Development Corporation, CCD Business Development Corporation, and Business Oregon to provide loan packaging services.

Under contract with Valley Development Initiatives, MWVCOG provides staff support and fiscal services to administer an Intermediary Relending Program from the USDA Rural Business Development Loan Program and the SBA Intermediary Lending Pilot (ILP) Program.

Valley Development Initiatives applied to the U.S. Small Business Administration to become a Community Advantage lender under the SBA 7a guaranty loan program. With this program Valley Development Initiatives can lend to eligible borrowers and receive an SBA guaranty for a portion of the loan, then selling the guaranteed portion to secondary market pools, receiving a premium on the sale, servicing income and income generated from the non-guaranteed portion of each loan. The Community Advantage program targets businesses that cannot find financing elsewhere but are creditworthy.



BEFORE THE BOARD OF DIRECTORS  
 FOR THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS  
 In the matter of establishing rates for services provided member and other entities on a fee-for-service basis.

**RESOLUTION 2024-01**

**WHEREAS**, the Mid-Willamette Valley Council of Governments (COG) is an intergovernmental entity established by agreement among the participating jurisdictions pursuant to their home rule authority and ORS 190.019.

**WHEREAS**, the agreement establishing the COG and ORS 190.020 allows the COG to enter into intergovernmental agreements for the delivery of services to its member governments

**WHEREAS**, the COG presently offers a host of fee-for-service programs on a contractual basis with its member governments to include land use planning, housing rehabilitation loan administration, revolving loan program administration, legal services, executive recruiting, and other technical services; and

**WHEREAS**, the Board of Directors for the COG desires to set rates for such services that are affordable for members and recover the COG’s costs of providing such services,

**NOW, THEREFORE, BE IT RESOLVED** BY THE BOARD OF DIRECTORS OF THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS:

That the following rates shall take effect for the COG’s fee-for-service program beginning July 1, 2024, and ending June 30, 2025, unless sooner amended:

**Member Services**

	COG Member Rates	Affiliate Member Rates
<b>Recruitment Services</b>		
Population - Up to 1,000	\$ 8,500	\$ 9,400
Population - 1,001 to 5,000	\$ 10,900	\$ 12,000
Population - Over 5,000	\$ 14,600	\$ 16,100
<b>Background Check Services (per background check)</b>	\$ 600	\$ 700
<b>Legal Services</b>		
Legal Service Subscription (Includes up to 10 hours per year, unused hours do not roll forward)	Per year \$ 1,000	\$ 1,200
General Counsell Services	Per hour \$ 200	\$ 230
Hearings Officer Services	Per hour \$ 200	\$ 250

**Member Services (continued)**

		COG Member Rates	Affiliate Member Rates	Grant Contract Rates
<b>Strategic Planning/Goal Setting</b>				
	Evening/Half Day (4 hours)*	\$ 2,700	\$ 2,970	
	One Day (8 Hours)*	\$ 5,400	\$ 5,940	
	Evening Plus full day (10 hours)*	\$ 6,450	\$ 7,095	
	* hourly rates apply thereafter			
<b>Staff Services</b>				
	Executive Director	per hour	\$ 187	\$ 230 \$ 225
	Department Director	per hour	\$ 141	\$ 170 \$ 195
	Loan Program Manager	per hour	\$ 148	\$ 180 \$ 180
	Project Manager 2	per hour	\$ 114	\$ 140 \$ 165
	Planner, Senior	per hour	\$ 109	\$ 130 \$ 165
	Admin Services Coordinator	per hour	\$ 92	\$ 110 \$ 150
	Accountant	per hour	\$ 92	\$ 110 \$ 150
	Planner, Associate	per hour	\$ 107	\$ 130 \$ 150
	Project Manager 1	per hour	\$ 99	\$ 120 \$ 150
	Administrative Specialist	per hour	\$ 84	\$ 100 \$ 120
	Planner, Assistant	per hour	\$ 84	\$ 100 \$ 120
<b>Modeling Services</b>				
	Modeling Services Member Rate	per hour	\$ 100	\$ 160
	Modeling Services For Profit Rate	per hour		\$ 200
<b>Loan Underwriting , Packaging and Closing Services*</b>				
	*charged as per lender requirement		See contract	See contract
<b>Copy</b>				
	Black and White Copies (Each)		\$ 0.30	\$ 0.30
	Color Copies (Each)		\$ 0.80	\$ 0.90
	Regular Plots (Each)		\$ 39.00	\$ 42.00
	Image Plots (Each)		\$ 55.00	\$ 61.00

**Affiliate and Business Partner Rates**


	Individual / Non-Profit Affiliate
Cost	\$500
Eligibility	<ul style="list-style-type: none"> <li>i. Local governments outside of Marion, Polk and Yamhill counties</li> <li>ii. Individual: Available to public employees or employees of nonprofits who work regularly with COG.</li> <li>iii. Nonprofit: Non-profit regional organizations and statewide intergovernmental associations that either have government representation on their boards (i.e. SEDCOR, Travel Salem, LOC, AOC, OSBA) or that partner with the COG in the delivery of its programs and services (i.e. Boys and Girls Club)</li> </ul>
Scope of Services	<ul style="list-style-type: none"> <li>i. Affiliates are eligible for fee-for-service community development, transportation planning and GIS programs and such other services as the Executive Director may deem appropriate based on available resources.</li> <li>ii. Affiliates are not eligible to participate in the COG's fee for service programs that are limited to Marion, Polk, and Yamhill local government entities (i.e. recruitments, strategic planning, etc.)</li> </ul>

City Council Meeting  
Monday, May 6, 2024  
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**ADOPTED** by the Board of Directors of the Mid-Willamette Valley Council of Governments at Salem, Oregon this 19<sup>th</sup> Day of March 2024.

ATTEST

  
 Roxanne Beltz, Vice Chair  
 COG Board of Directors

  
 \_\_\_\_\_  
 Scott Dadson  
 Executive Director



## MEMORANDUM

**TO:** Board of Directors  
Mid-Willamette Valley Council of Governments

**DATE:** March 14, 2024

**THRU:** Scott Dadson  
Executive Director

**FROM:** Amber Mathiesen  
Finance Director

**SUBJECT:** Resolution No. 2024-01 Establishing Rates for Services for FY 2024-25

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### ISSUE

Should the Mid-Willamette Valley Council of Governments (COG) Board of Directors adopt the attached resolution establishing rates for fee-for-service programs FY 2024-25?

### BACKGROUND

The COG, as an intergovernmental entity formed by agreement pursuant to ORS Chapter 190, has the authority to enter into intergovernmental agreements for the delivery of services to its member governments. The COG presently offers a host of fee-for-service programs on a contractual basis with its member governments, including but not limited to: land use planning, housing rehabilitation loan administration, revolving loan program administration, legal services, executive recruiting, and other technical services.

As part of the budget setting process, the Board adopts a rate schedule annually that sets out the fees that the COG charges for services provided to member and non-member governments.

### RECOMMENDATION

The Board adopt Resolution No. 2024-01 establishing rates for fee-for-service programs FY 2024-25.

### DISCUSSION

The following discussion summarizes the analysis that staff used to arrive at the rates on the attached resolution to include:

- Any relevant historical context for the program or service and its associated rates;
- The assumptions and methodology staff used to arrive at the recommended rate;

- Where applicable, how the recommended rate compares with private sector rates for similar work; and
- Whether the proposed rate will generate revenue in excess of expenses, only recover costs, or result in a program loss (and if so, why that is advisable).
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### **Member Services Rates**

Recruiting Services. The rates set forth in the attached resolution are based on an analysis that averages the number of hours spent on this service over a five-year period and tiered by entity size. The rates are well below that which recruiters charge (which based on recent recruitments in the area are \$25,000 - \$35,000 per recruitment). However, the services conducted by recruiters is markedly different, in that recruiters offer a guarantee and will also actively recruit candidates (whereas the COG's service approximates the role of an internal Human Resources staff - a passive recruitment model). The anticipated net effect of the attached rates is to be both revenue and cost neutral based on a five-year average.

Legal Services. The COG began providing legal services in 2018. The attached resolution contains two rates for attorney services. The first is for Legal Services subscriptions which allow members to get up to 10 hours of legal services for a flat rate. Then there are rates for general counsel and hearings officer services at a rate of \$200 per hour. Both rates are at or below what cities have historically paid for these services.

The COG's cost for providing this service is expected to be \$114 per hour starting July 1, 2024. On a strictly per-hour basis, this model results in a net revenue of \$86 per hour for attorney services. That net revenue goes to pay for the cost of legal services provided to the COG on internal matters. The anticipated net effect of the attached rates is to be revenue and cost neutral, with some potential for a net gain (depending on the degree to which the attorney is used for internal matters).

Strategic Planning / Goal Setting. The COG provides goal setting and strategic planning sessions through a contractor. The attached rates reflect the cost of the contractor. The net effect is to be both revenue and cost neutral.

Miscellaneous Services. The COG will occasionally provide additional member services on a fee for service basis. For example, members will contract with the COG to facilitate amendments to the city Charter, facilitate resolution of conflicts, or perform other studies within the skills and abilities of the Executive Director. The anticipated hourly cost for the Executive Director (including wages and benefits) is \$150.00. The anticipated hourly cost for administrative support is \$80.00. Staff recommends a rate of \$187 per hour for the Executive Director and \$84.00 per hour for the Administrative Support, which is the rate that most facilitators charge for similar services. Because the demand for this type of work is intermittent, it is difficult to accurately predict the revenue impact of this rate, but any revenue would be minimal.

## Community Development Rates

Land Use Planning. The COG provides land use planning services on a contractual, hourly basis for over twenty (20) jurisdictions throughout the region. The current contracts are set to expire on June 30, 2024.

Contract work includes current planning, special planning projects and long-range planning work, such as updating comprehensive plans, buildable land inventories and UGB expansions, code updates, mapping, etc. and this work is often shared between the local jurisdiction and private sector (if we are not successful in securing grant sources).

The staff recommended rates are intended to recover costs, however, some rates have historically been lower than cost recovery. In these cases, we are raising these rates incrementally 10% this year, and similar increases in following years)to improve recovery over time.

A market rate analysis of other planning services consultants within the region shows that, at the recommended rates, the COG proposed FY24/25 in the mid-range of other planning consultants within the region.

Program attributes that sets the COG apart, in addition to our hourly services contracts, are:

- Direct representation of our local jurisdictions with an assigned planner they can become familiar with and develop firm relationships and understandings;
- Support from the Community Development program as a whole, including support from the Community Development Director, Housing Rehabilitation Specialist, Grant Administrator, and Small Business Loan Program staff; and
- Support from a total of seven (7) Community Development staff rather than a single land use planner providing office hours that can often serve as a siloed resource.

Grants Administration. COG staff also contract with cities and other local governments throughout the year for funding application assistance, administration of public infrastructure grants and loans, and/or income surveys or other tasks needed to ensure continued eligibility for various state and federal funding programs. The recommended rate will achieve full cost recovery for this program area and is well within market rates for similar services.

Housing Rehabilitation. Community Development staff support the Valley Development Initiatives (VDI) housing rehabilitation program and contracted hourly services to support housing rehabilitation program contracts for the cities of Jefferson, Mt. Angel, Scotts Mills, Silverton, and Woodburn who maintain their own housing funds and desire COG assistance with program administration. The recommended rate will achieve full cost recovery for this program area.

Other Economic Development Services. Community Development staff will occasionally provide other economic development services, such as urban renewal planning and other

economic development efforts as requested by member local governments to enhance the region. The recommended rates for these services will achieve full cost recovery for those activities.

### **Geographic Information Services (GIS) / Transportation Modeling Services Rates**

The COG provides various technical GIS services to member governments to include:

- Updates of zoning and comprehensive plan maps as well as other maps needed for local land use planning services;
- Requested services of a local government, such as address mapping, or assistance with Census program participation (e.g. Boundary and Annexation Survey)
- Support to Yamhill County to maintain and update the county's online GIS web application;
- Services for the Salem-Keizer School District to maintain and update data layers, update and create maps of school boundaries, and maintain the district's online GIS web application (the Salem-Keizer School Finder), and other services requested by the district; and
- Mailing list GIS services for ODOT Region 2.

The hourly member rate is the needed to cover COG's labor rate for a GIS analyst, plus indirect and material costs.

Modeling Services. On an infrequent basis (from two to four times per year), the COG transportation section will get requests for modeling forecasts from private sector companies (or their consultants) for projects associated with a private-sector land use development application. COG only provides this service only for the geographic area inside the SKATS MPO area. The proposed Transportation Modeling services hour charges of \$130/hour is higher than the "break-even" costs of \$110.00/hour for a Senior Planner- \$100/hour for an Associate Planner. In a typical year, the total amount of hours charge is less than 20 hours. Requests from our local governments within SKATS and ODOT for modeling forecasts and related outputs is not charged to those jurisdictions or ODOT since they provide local or state funds for matching the federal funds provided to the COG for SKATS.

### **Loan Program Service Rates**

The loan program bills the individual loan programs for the time spent to market, underwrite, funding and servicing the loans. The recommended staff rates are expected to achieve full cost recovery when loans are funded. However, because many prospective lending opportunities are not pursued by the business borrowers and their participating lenders, for a variety of reasons beyond the control of the loan program staff, the time spent working on these prospective projects is not billable, so the time and costs are not recovered in instances when a loan does not

fund. The costs of those activities are then borne by the carryover in program income from year to year, which derives from other program revenues.

The loan program budget is the aggregate revenues of each revenue source. For example, the SBA 504 program and the Oregon Business Development Fund generates income in excess of costs; the COG revolving loan fund and VDI loan programs fund most, to all of the revenues to cover expenses and the contract lending services provided two cities and one county is subsidized by the other COG lending activities.

The COG's rates are well below market rates and that of other public sector lenders. A true private sector comparison is problematic because a lender would reluctant to accept the liability risk and increased insurance costs inherent with a contract for lending services that are not core to the lenders activities. However, for comparisons purposes assume the COG's rate for loan officer and program manager to be doubled to match private sector salaries (loan officer and team leader) and add a factor of plus 50% for indirect costs; the loan servicing rates would be increased by an indirect increase of 50%. Public sector comparisons are limited to other Councils of Governments in the State, which either are understaffed, do not have the software capacity, and are unable to provide lending services outside of their area of operations. Typically, these public entities have higher staff rates because of their individual burden rates/indirect costs in comparison to MWVCOG, as per our prior affiliation with jointly operated (three COGs) Certified Development Company.



COG # 2024-006

**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS**  
**And**  
**CITY OF DALLAS**

**1. PARTIES TO AGREEMENT**

This Intergovernmental Agreement (Agreement) is made pursuant to the authority found in ORS 190.010, et seq., between the *Mid-Willamette Valley Council of Governments*, an Oregon Intergovernmental Agency created under ORS Chapter 190, hereafter called COG, and City of Dallas, hereafter called MEMBER. COG and Member collectively are referred to as Parties.

**2. PURPOSE**

The purpose of this Agreement is to establish the terms and conditions under which COG will provide services as described on the Local Service Plan to MEMBER.

**3. TERM**

This Agreement shall be effective for the period of time from July 1, 2024 through and until June 30, 2025 unless sooner terminated or extended as provided herein.

**4. METHOD OF PAYMENT AND PAYMENT SCHEDULE**

- 4.1 COG agrees to submit written invoices for services to the billing contact person identified in the signature block below.
- 4.2 COG shall submit invoices for services according to the current COG "Schedule of Fee for Services."
- 4.3 MEMBER agrees to pay for services at the rates set forth in the most current COG Schedule of Fee for Services resolution schedule including as applicable, hourly staff rates, flat rates, indirect rate (if applicable), and mileage at the IRS mileage rate for travel related to providing said services.
- 4.4 MEMBER agrees to make payment to COG within 30 days of receipt of invoices from COG.

**5. ACCESS TO RECORDS**

Both parties shall maintain all records relating to this Agreement in accordance with generally accepted accounting principles. In addition, both parties shall maintain any other records pertinent to this Agreement in such a manner as to clearly document both parties' performance hereunder. Parties

COG # 2024-006

acknowledge and agrees that the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Agreement for the purpose of performing audits and examinations and making copies, transcripts and excerpts. All such fiscal records and documents shall be retained by parties for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

## **6. COMPLIANCE WITH APPLICABLE LAWS**

Each party agrees to comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Agreement, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

## **7. AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Any amendments shall be in writing and signed by duly authorized representatives of both parties.

## **8. SUSPENSION OR TERMINATION**

- 8.1 This Agreement may be extended by written agreement of the parties signed by the representatives authorized to execute this agreement.
- 8.2 This agreement may be terminated by mutual consent of the parties at any time.
- 8.3 This Agreement may also be terminated for convenience upon written notification by either party with a minimum notice of thirty (30) calendar days delivered by mail or in person. In the event of Agreement termination for convenience, COG shall be due payment for all work completed by the time of termination.
- 8.4 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

## **9. INDEPENDENT CONTRACTOR**

MEMBER 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.

## 10. LIMITED WARRANTY

In no event shall COG be liable for indirect or consequential damages. In no event regardless of theory of recovery shall COG be liable for any damages in excess of the amounts actually paid by MEMBER to COG for services provided under this agreement.

## 11. CONFLICT OF INTEREST

No member, officer, or employee of MEMBER, or its designees or agents, no member of the MEMBER Council, and no other public official of MEMBER who exercises any function or responsibility with respect to this project during the public official's tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under the contract.

## 12. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules, and regulations in the performance of this agreement.

## 13. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

## 14. INDEMNIFICATION

Each party shall indemnify, defend, save, and hold harmless the other party and its officers, employees, and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, arising out of the acts or omissions of the party, its officers, agents, or employees performing under this Agreement, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of the person's official duties

## 15. MERGER CLAUSE

The Parties concur and agree that this agreement constitutes the entire agreement between the Parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

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## **16. ASSIGNMENT, DELEGATION, SUCCESSOR**

Neither party shall assign, delegate, nor transfer any of its rights or obligations under this Agreement without the other party's prior written consent. A party's written consent does not relieve the other party of any obligations under this Agreement, and any assignee, transferee, or delegate is considered the agent of that party. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.

## **17. CONFLICTS**

Should a conflict arise regarding billing or quality of service, the parties shall prior to bringing a claim, action, suit or proceeding in court, meet to attempt to resolve the issue within thirty (30) days of issue identification. Each party shall designate a representative authorized to negotiate a solution to the conflict. If the conflict cannot be resolved by the parties, the parties will submit the issue for mediation. Each party shall make a good faith effort to resolve the conflict through mediation. If the conflict cannot be resolved by the parties through mediation.

## **18. GOVERNING LAW, JURISDICTION, VENUE & ATTORNEY FEES**

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court of the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times including appeals.

## **19. WAIVER**

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.

## **20. COUNTERPARTS.**

This Agreement and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.

## **21. SEVERABILITY**

If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**22. NOTICES**

Any notice required to be given to COG or MEMBER under this Agreement shall be sufficient if given, in writing, by first class mail or in person as described in the signature block below.

**23. SIGNATURES**

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the Parties hereto as of the effective date set forth herein.

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

**MID-WILLAMETTE VALLEY  
COUNCIL OF GOVERNMENTS**

**CITY OF DALLAS**

By: \_\_\_\_\_

Scott Dadson, Executive Director

Date: \_\_\_\_\_

Mid-Willamette Valley Council of Governments

By: \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

Date: \_\_\_\_\_

Organization: \_\_\_\_\_

**BILLING CONTACT FOR INVOICES**

**FOR COG**

Amber Mathiesen

Finance Director

[amathiesen@mwvcog.org](mailto:amathiesen@mwvcog.org)

100 High Street SE Ste. 200

Salem, OR 97301

**NOTICES**

For COG:

Scott Dadson

Executive Director

[sdadson@mwvcog.org](mailto:sdadson@mwvcog.org)

100 High Street SE

Salem, OR 97301

For MEMBER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

For MEMBER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_


Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_



**CITY COUNCIL  
STAFF REPORT**

**MEETING DATE:** May 6, 2024  
**AGENDA ITEM NO.** 7.c  
**TOPIC:** Chemeketa Cooperative Regional Library Services Agreement – Amendment #1  
**PREPARED BY:**  Brian Latta, City Manager  
**ATTACHMENTS:** A – CCRLS 2023 Agreement  
B – Amendment #1

**RECOMMENDED ACTION:**

Staff recommends the City Council approve Amendment #1 of the 2023 Intergovernmental Agreement 10698100 between the City of Dallas and the Chemeketa Cooperative Regional Library Services (CCRLS).

**BACKGROUND:**

The City of Dallas is a member of the CCRLS, which is a regional cooperative of Libraries. The Intergovernmental Agreement (IGA) specifies responsibilities, and benefits for each participating member including funding provided to each partner.

**Attachment A** is the 2023 IGA. It has been included for reference. **Attachment B** is the proposed Amendment #1. The amendment modifies the process for notices, contact persons, and the distribution of funding for fiscal year 2024-25.

You’ll notice that the funding for Dallas has been reduced in the coming fiscal year. The funding is tied to the number of items loaned to other libraries patrons. The rate has remained \$1.50 per loaned item. The drop in revenue to Dallas is because we did not loan as many items this past fiscal year as we did in previous years. This was likely impacted by our library remodel project, where we were not able to loan items for several weeks.

**SUMMARY TIMELINE:**

May 6, 2024 – City Council to consider CCRLS Amendment #1

**FISCAL IMPACT:**

City receives \$127,333 in funding.

**RECOMMENDED MOTION:**

I move to approve the Chemeketa Cooperative Regional Library Services IGA Amendment #1 and direct the City Manager to sign the amendment.

**ATTACHMENTS:**

A – CCRLS 2023 Agreement

B – Amendment #1



Procurement Services – 4000 Lancaster Drive NE, Salem, OR 97309

## Library Participation in Chemeketa Cooperative Regional Library Service (CCRLS) Intergovernmental Agreement No: 10698100

### 1) **Parties to the Agreement**

This Agreement is by and between Chemeketa Community College through its Chemeketa Cooperative Regional Library Service (CCRLS), hereafter known as “College,” and the City of Dallas, Oregon, an Oregon municipal corporation, by and through its Dallas Public Library, hereafter known as “CCRLS Member Library,” both herein referred to individually and collectively as “Party” or “Parties.”

### 2) **Agreement Documents and Order of Precedence**

The Agreement Documents consist of the following documents which are listed in descending order of precedence:

This Agreement; Amendments to this Agreement, if any; Attachments and Exhibits to this Agreement, which are incorporated by reference and attached, including: 10698100 Attachment A – Statement of Work/Consideration, and Exhibits to Attachment A if listed; 10698100 Exhibit 1 – Compensation Schedule.

A conflict in the Agreement Documents shall be resolved in priority listed above and with this Agreement taking precedence over all other documents. The Agreement Documents are the entire Agreement between the Parties and shall supersede any prior representation, written or oral.

### 3) **Independent Contractor**

This Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership joint venture or association. CCRLS Member Library, its officers, employees, and/or agents are not authorized to act as an agent of College with respects to the fiscal and administrative management responsibilities of College under this agreement.

### 4) **Purpose of Agreement/Consideration**

The purpose of this Agreement is to provide for the participation of the library of CCRLS Member Library in CCRLS, a cooperative of member libraries in the College district, under the terms and conditions set forth herein and as described in detail in Attachment A. Payments under this agreement will be made as described in Attachment A.

### 5) **Term and Termination**

Parties agree that the term of this Agreement shall commence July 1, 2023 and shall continue through June 30, 2028 unless earlier terminated or later extended as provided herein.

- a) This Agreement shall be amended yearly to incorporate a revised compensation schedule for the next fiscal year effective July 1.
- b) This Agreement may be terminated by mutual consent of the parties at any time.
- c) College may terminate this Agreement effective upon delivery of written notice to CCRLS



Member Library or at such later date as may be established by College under any of the following conditions:

- i) If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of Work. This Agreement may be modified to accommodate a reduction in funds;
  - ii) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Work is no longer allowable or appropriate for purchase under this Agreement or is no longer eligible for the funding proposed for payments authorized by this Agreement; and
  - iii) If any license, certificate, or insurance required by law or regulation to be held by CCRLS Member Library to provide the Work required by this Agreement is for any reason denied, revoked or not renewed.
- d) CCRLS Member Library may terminate this Agreement effective upon delivery of written notice to College or such later date as may be established by CCRLS Member Library under any of the following conditions:
- i) If funding, appropriations, limitations, allotments, or other expenditure authority from federal, state, local, or other sources is not obtained or continued at levels sufficient in CCRLS Member Library's reasonable determination to perform its duties under this agreement;
  - ii) If federal, state, or local laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that CCRLS Member Library's performance under this agreement is prohibited, CCRLS Member Library is no longer eligible for the funding proposed for payments authorized by this agreement, or is prohibited from paying those payments authorized by this agreement from the planned funding source; and
  - iii) If any license, certificate, or insurance required by law or regulation to be held by CCRLS Member Library in order to perform its duties under this agreement is for any reason denied, revoked, or not renewed.
- e) Either Party may terminate this Agreement upon the other's material breach of any of its terms, by giving written notice to the Party in breach at least 60 days in advance of the effective date of termination. Cure of the breach by the Party in breach within the 60-day period shall void the notice of termination.
- f) This Agreement may be terminated by either Party without breach by the other upon giving written notice to the other Party no later than May 1. Termination shall be effective at midnight on the following June 30. It is the intent of this paragraph that the Parties recognize an obligation of good faith to create and continue a long-term relationship by virtue of this Agreement.
- g) Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either Party already accrued prior to such termination.
- h) In the event either Party terminates this Agreement, College shall provide CCRLS Member Library its current bibliographic, borrower, and circulation records and databases in machine-

readable media and format.

- i) In the event that the College CCRLS activities should cease and the assets and operations of CCRLS are not assumed by a successor providing equivalent service, then all assets of the CCRLS Automated System shall be transferred to participating cities without charge.

**6) Subcontractors**

CCRLS Member Library shall identify, and is required to receive prior written approval from College, prior of the Work beginning, of all proposed subcontractors which will provide Work under this Agreement. Although approval shall not be unreasonably withheld, College has the right to approve or disapprove all proposed subcontractors.

**7) Amendments**

The terms of this Agreement shall not be waived, changed or supplemented except by written amendment signed by the Parties to this Agreement.

**8) Compliance with Applicable Laws**

The Parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to providing the Work including but not limited (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973, the ADA of 1990 (United States Code, Title 42, Chapter 126, Sub-Chapters I - IV and Title 47, Chapter 5, Sub-Chapters II and VI), ORS 659A.142 and ORS 659A.400 through ORS 659A.409 and maintain the confidence of student educational records in accordance with FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, OAR 581-021-0220 through 581-021-0440 and OAR 589-004-0100 through 589-004-0750.

This Agreement shall be administered and construed under the laws of the State of Oregon. The venue for any action related to this Agreement shall be in the Circuit Court for the County of Marion, Oregon.

**9) Compliance with College Policies**

The College retains the right to stop any activity and/or to require dismissal from the job site of any worker whose behavior does not comply, or gives the College reasonable suspicion to believe the worker's behavior does not comply, with pertinent Chemeketa Community College policy(ies), including but not limited to providing a respectful workplace, a harassment free workplace, and a drug and alcohol free workplace, or the activity is deemed hazardous to members of a user group, the public, or College facilities.

**10) Hold Harmless and Indemnification**

Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), each Party shall indemnify, within the limits of and subject to the restrictions in the Tort Claims Act, the other against any liability for personal injury or damage to life or property arising from its negligent activity under this Agreement provided, however, that each Party shall not be required to indemnify the other for any such liability arising out of the wrongful acts, including but not limited to, to a person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

**11) Insurance Requirements**

The Parties shall insure, or self-insure, and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 through 30.300).

**12) Access to Records**

The Parties, the Secretary of State's Office of the State of Oregon and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts and transcripts.

**13) Ownership of Work Products**

All Work Product created by CCRLS Member Library pursuant to this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a “work made for hire” or an employment to invent, shall be the exclusive property of the College. The College and CCRLS Member Library agree that such original works of authorship are “work made for hire” of which the College is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to this Agreement is not “work made for hire,” CCRLS Member Library hereby irrevocably assigns to the College any and all of its rights, title, and interest in all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon the College’s reasonable request, CCRLS Member Library shall execute such further documents and instruments necessary to fully vest such rights in the College. CCRLS Member Library forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**14) Data Security and Privacy**

The Parties agree that all circulation data, which would in any way identify a particular library user or the materials borrowed by any user, are confidential and exempt from disclosure under the Oregon Public Records Law. Each Party shall refuse disclosure of any and all such data unless ordered by the by a valid subpoena or court order. The Parties shall maintain the confidentiality of patron records as required by the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 through 646A.628).

- a) In order to satisfy the Communications Assistance for Law Enforcement Act (CALEA) requirements, CCRLS Member Library will take reasonable agreed upon measures to identify internet users accessing the internet over the CCRLS network.

**15) Merger Clause**

Parties concur and agree that this Agreement constitutes the entire Agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its terms and conditions.

**16) Force Majeure**

Neither CCRLS Member Library nor College shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which was beyond either party’s reasonable control.

**17) Assignment**

CCRLS Member Library shall not assign or transfer its interest in this Agreement without the express written consent of College.

**18) Notices**

Any notice required to be given to the College or CCRLS Member Library under this Agreement shall be sufficient if given, in writing, by email, first class mail or in person as follows:

**College**

Doug Yancey, Interim Director, Chemeketa  
Cooperative Regional Library Service  
Chemeketa Community College  
PO Box 14007  
4000 Lancaster Drive NE  
Salem, OR 97309-7070  
Office: 503.315.4584  
Email: [doug.yancey@ccrls.org](mailto:doug.yancey@ccrls.org)  
c/o: [procurement@chemeketa.edu](mailto:procurement@chemeketa.edu)

**CCRLS Member Library**

Brian Latta, City Manager  
  
City of Dallas  
  
187 SE Court Street  
Dallas, Oregon, 97338  
Office: 503.831.3557, Fax: 503.623.2339  
Email: [brian.latta@dallasor.gov](mailto:brian.latta@dallasor.gov)

**19) Contact Persons****College**

Doug Yancey, Interim Director, Chemeketa  
Cooperative Regional Library Service  
Chemeketa Community College  
PO Box 14007  
4000 Lancaster Drive NE  
Salem, OR 97309-7070  
Office: 503.315.4584  
Email: [doug.yancey@ccrls.org](mailto:doug.yancey@ccrls.org)

**CCRLS Member Library**

Mark Greenhalgh-Johnson, Library Manager  
  
Dallas Public library  
  
950 Main Street  
Dallas, Oregon, 97338  
Office: 503.623.2633, Fax: 503.623.7357  
Email: [mark.johnson@dallasor.gov](mailto:mark.johnson@dallasor.gov)


**Signatures on Next Page**

## Signatures

This Agreement and any changes, alterations or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.


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

**College**

  
 \_\_\_\_\_  
 (Signature) 5/5/2023  
 (Date)

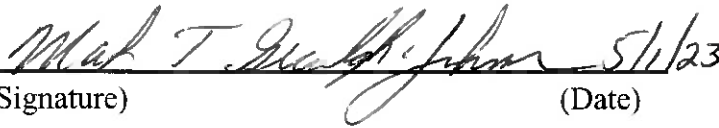
**Aaron Hunter**  
**Associate Vice President/ Chief Financial Officer**

**CCRLS Member Library**

  
 \_\_\_\_\_  
 (Signature) 5/1/2023  
 (Date)

**Brian Latta/City Manager, City of Dallas, Oregon**  
 Name/Title (Typed or Printed)

**Approved**

  
 \_\_\_\_\_  
 (Signature) 5/1/23  
 (Date)

Name: **Mark Greenhalgh-Johnson**  
 Library Manager for Dallas Public Library

Chemeketa Community College prohibits unlawful discrimination based on race, color, religion, national origin, sex, marital status, disability, protected veteran status, age, gender, gender identity, sexual orientation, pregnancy, whistleblowing, genetic information, domestic abuse victim, or any other status protected by federal, state, or local law in any area, activity or operation of the College. The College also prohibits retaliation against an individual for engaging in activity protected under this policy, and interfering with rights or privileges granted under federal, state or local laws.

Under College policies, equal opportunity for employment, admission, and participation in the College's programs, services, and activities will be extended to all persons, and the College will promote equal opportunity and treatment through application of its policies and other College efforts designed for that purpose.

Persons having questions or concerns about Title IX, which includes gender based discrimination, sexual harassment, sexual violence, interpersonal violence, and stalking, contact the Title IX coordinator at 503.365.4723, 4000 Lancaster DR. NE, Salem, OR 97305, or <http://go.chemeketa.edu/titleix>. Individuals may also contact the U.S. Department of Education, Office for Civil Rights (OCR), 810 3rd Avenue #750, Seattle, WA 98104, 206.607.1600.

Equal Employment Opportunity or Affirmative Action should contact the Affirmative Action Officer at 503.399.2537, 4000 Lancaster DR NE, Salem OR 97305.

To request this publication in an alternative format, please call 503.399.5192



## 10698100 Attachment A – Statement of Work/Consideration

### 1) Statement of Work

- a) Under this agreement CCRLS Member Library shall:
- i) 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; Basic level of service also includes access to currently licensed electronic resources provided by the College;
  - ii) Provide free borrowing privileges to card holding residents/patrons of other CCRLS Member Libraries and all currently registered College students who present a valid library card;
  - iii) Ensure that in no case shall card-holding residents of the College District receive less than the basic level of service from CCRLS Member Library;
  - iv) CCRLS Member Library may, at its sole discretion, elect to provide services to persons incarcerated in county, state, or federal jail or prison facilities. CCRLS Member Library may, at its sole discretion, elect not to allow its owned materials to be circulated to such facilities;
  - v) 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;
  - vi) Provide reference and information services to patrons of the participating libraries of the CCRLS District in cooperation with College and other participating libraries;
  - vii) Share local basic circulating collections with other CCRLS Member Libraries as determined appropriate by Polk, Yamhill and Marion Library Association (PYM) and CCRLS Advisory Council. Nothing in this agreement shall require the CCRLS Member Library to share the portions of its collection that it deems private and for local use only;
  - viii) Provide daily fulfillment of loan/hold requests from other CCRLS Member Libraries, originating both within the shared ILS and from other resource sharing systems adopted by CCRLS, on days the CCRLS courier runs;
  - ix) Provide for the regular participation of the library director in meetings of the PYM and as may be necessary in meetings of the CCRLS Advisory Council. The College depends on member participation. Regular participation shall be defined as attendance by the library director at each meeting, unless excused. CCRLS Member 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 College information. Directors will provide a chain of command to allow coverage in their absence;
  - x) Provide for the regular participation of library staff at subcommittee meetings and training events provided by vendors and/or College. The College will reimburse mileage at current college rates; roundtrip from participating library to the meeting/training. Reimbursement will be made biannually;
  - xi) Assume full responsibility for the accuracy of data at its entry into the integrated library system, and for updating that data accurately to reflect library holdings. Such data includes, but is not limited to, ISBN, Barcode number, library location, volume number, call number, copy number, type of material, status, etc.;
  - xii) Take reasonable measures to protect equipment in CCRLS Member Library's possession from abuse, theft, and misuse. CCRLS Member Library 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 Member Library 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 Member Library shall not be liable under this agreement for any consequential damages incident to any loss under this section;

- xiii) Prepare, provide, and maintain the furniture and physical location for installation of allocated hardware and equipment in its library. This responsibility includes network, cable installation, electrical power, and environment, all meeting industry, manufacturer, and vendor specifications;
  - xiv) CCRLS Member Library may purchase equipment and software to expand and enhance its own operations; provided that, if any such equipment and software will be linked to the integrated library system or the College telecommunications network, the College shall be notified ahead of time and such equipment and software is to be acceptable to the College as compatible with the integrated library system and the College telecommunications network. The College shall not be responsible for maintenance of CCRLS Member Library equipment but will configure and ensure the College network connectivity. CCRLS Member Library shall not connect or install any such equipment or software without the review and written approval of the College after at least 90 days prior to notice by CCRLS Member Library. The College may remove non-approved equipment from the network at the College's discretion. To facilitate this approval, it is recommended that CCRLS Member Library includes the College in the examination and selection process. The College cannot be responsible for making equipment and software work if this process is not followed. Any computer device connected to the College network must have approved anti-virus security software and a current, secure Operating System. CCRLS Member Library will not alter College network or workstation equipment within their building without communication or direction from the College;
  - xv) Provide library staff possessing minimum level of technical ability and skill, with available phone access, to provide an onsite interface with College technical staff; and
  - xvi) Notify College of any desired reductions to the number of CCRLS Member Library software licenses held through group software purchases, at least three months prior to renewal.
- b) Under this agreement College shall:
- i) Provide for the fiscal and administrative management of the CCRLS
    - (1) Maintain the following:
      - (a) 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 shall be updated as needed and sent electronically for inclusion to all Library Directors and posted on the College website; and
      - (b) 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.
    - (2) Provide operation and maintenance of the College integrated library system and related platforms, including:
      - (a) Maintain bibliographic, circulation, and borrower data in an integrated library system. Design, applications, enhancements of, and major changes of operation to the integrated library system shall be subject to review by the PYM Technology Committee;
      - (b) Manage the College integrated library system under the terms of this agreement and other applicable agreements with vendors and participating library so that CCRLS Member Library has access to its bibliographic, circulation, and borrower records during library business hours and at other times as agreed upon between the CCRLS Member Library Director and the CCRLS Executive Director or their designee. The management responsibility for the integrated library system includes the obligation of College to monitor, evaluate, and create as needed entries for new materials and retrospective conversion of cataloging of old materials to maintain the highest quality bibliographic MARC database;
      - (c) Acquire and provide for effective maintenance and support of all essential present and future, central and remote integrated library system equipment at its own expense; and provide for secure installation and housing for integrated library system except such integrated library system equipment as is acquired by CCRLS Member Library for installation at its library, or as otherwise provided in Attachment A 1)a)xiv) of this agreement;
      - (d) Coordinate and assume cost for installation of telecommunications equipment and lines needed at CCRLS Member Library's central and branch libraries for use with integrated library 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;
- (e) Acquire and furnish to CCRLS Member Library, at College's direct cost, certain necessary supplies, and services, such as utilities, library cards, barcodes, patron notices, storage media, and other supplies except printer paper, cartridges and toner which may be required to provide the services of integrated library system to CCRLS Member Library;
  - (f) Provide at CCRLS Member Library's request, specialized reports not regularly generated by integrated library system;
  - (g) Coordinate all service, support, equipment purchases and maintenance necessary to the proper operation of integrated library system and enforce rules and standards for use of integrated library system by CCRLS Member Library. CCRLS Member Library shall enter, retrieve, modify, and delete data in and from integrated library system in accordance with those rules and standards;
  - (h) Maintain agreements for hardware maintenance and software support with current provider of library automation service(s). The College shall provide reasonable approved maintenance and support for integrated library system hardware and software not provided by automation vendor. The College shall provide reasonable prior notice to CCRLS Member Library when system operation must be suspended for operational or maintenance requirements. The College shall exercise its best efforts to schedule such periods of suspension during hours when CCRLS Member Library's libraries are closed. Except for suspension of operation for necessary system maintenance or because security of the College integrated library system is compromised or damaged, College shall not "lock out" CCRLS Member Library terminals from integrated library system;
  - (i) Provide, through the College, one or more dedicated telephone lines to serve the system, and related telecommunication equipment as provided in the agreement with the vendor for the integrated library system, and pay all related installation, acquisition, maintenance, and use cost;
  - (j) Except for equipment and software purchased by CCRLS Member Library under Attachment A 1) a) xiv), all integrated library system hardware, software, and other capital equipment shall remain the property of College, and CCRLS Member Library shall have no claim thereto other than the right to use thereof under this agreement;
  - (k) The College will provide ILL service through OCLC. CCRLS will serve as the 'Referral Center,' coordinating external loans and mediating borrowing requests from CCRLS Member Library staff. CCRLS Member Library will be responsible for shipping costs incurred through non-Orbis channels; the College will reimburse CCRLS Member Library for material lost and/or damaged in the ILL lending process; CCRLS Member Library will be responsible for material lost and/or damaged in the ILL borrowing process;
  - (l) Contract for hosting maintenance and backup of the College integrated library system data. In the event of system malfunction or loss of data, the College 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 the College if the integrated library system experiences down time or loss of data, which cannot be recovered;
  - (m) Facilitate integrated library system training for CCRLS Member Library staff as deemed necessary. The College shall provide access to integrated library system user documentation for CCRLS Member Library's staff. All other training of CCRLS Member Library staff shall be the responsibility of CCRLS Member Library;
  - (n) Provide for general maintenance and utilities to support the College integrated library system. This obligation includes janitorial service, maintenance painting as necessary, structural repairs, lighting and electrical system maintenance, and HVAC maintenance;
  - (o) While providing computer network access to the College integrated library 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 Member Library 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 Member Library shall not be liable under this agreement for any consequential damages incident to any loss covered under this section;



- (p) 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;
  - (q) 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 College and integrated library system. The board, however, shall not take such actions without the recommendation of the CCRLS Advisory Council;
  - (r) In serving card-holding College District nonresident patrons, abide by each CCRLS Member Library's rules and procedures regarding borrowing privileges. In no case shall card-holding residents of the College District receive less than the basic level of service from College;
  - (s) Provide a quarterly financial report to the CCRLS Advisory Council that includes revenue and expense information for the quarter and year to date, compared to a) current year budget and b) prior year for the same period. The report will be made available to CCRLS Member Library;
  - (t) Reimburse CCRLS Member Library for library materials borrowed by district non-residents and college students, faculty, and staff under this agreement and not returned by the borrowers within twelve months of due date. CCRLS Member Library hereby transfers and assigns all interests in such materials and replacement charges to the College with respect thereto. If lost materials are returned, CCRLS Member Library will reimburse the College for any lost materials replacement charges paid to the CCRLS Member Library;
  - (u) Provide regular courier service between the participating libraries;
  - (v) May coordinate group purchasing of College related equipment, software, or non-essential supplies, as needed, to assist CCRLS Member Library and other participants. Charges for purchased supplies, equipment, services, maintenance contracts, delivery charges, postage, etc., will be billed to CCRLS Member Library at direct cost and payable to College;
  - (w) Coordinate group purchasing of computer access and print management software licenses from Envisionware (or subsequent vendor); and
  - (x) Coordinate group purchasing of such College related services on behalf of member libraries including, but not limited to Debt Collect, ORBIS, and Cascade Alliance Courier. College will invoice CCRLS Member Library annually or quarterly for the cost of Debt Collect on a usage basis.
- (3) Electronic Payments for Fines, Lost Book Charges, or Other Charges
- (a) Through College, collect and process electronic payments for fines, lost book charges, or other charges owed to CCRLS Member Library. The College recognizes that CCRLS Member Library may adopt payment options which are not processed through College PayPal account and that College has no opportunity or obligation to service those transactions;
  - (b) Process charges that are paid only through the shared integrated library system operated by College;
  - (c) College shall not be financially responsible to refund corrected charges to a library patron. Any dispute of charges is the responsibility of CCRLS Member Library to resolve with the patron. Deductions from the merchant banking account will be deducted from the next regular payment to the associated CCRLS Member Library;
  - (d) Compile and calculate monthly charges. However, payment to CCRLS Member Library will be made on a quarterly basis. In the event the amount due to CCRLS Member Library is less than \$15, the payment may be held for the next quarterly payment;
  - (e) Make payment to CCRLS Member Library 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;

- (f) College shall be credited payments for unidentified charges, or for items, which College has previously reimbursed CCRLS Member Library;
- (g) College shall acknowledge responsibility only for the amount of any correction without penalty;
- (h) 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; and
- (i) College shall, at all times during the term of this agreement, be able to demonstrate that the integrated library system and that of any acquirer, third party provider or processor that is used in providing services pursuant to this agreement, comply with Payment Card Industry Data Security Standards.

## 2) Consideration

- a) College will compensate CCRLS Member Library:
  - i) In the amount shown in Exhibit 1 – Compensation Schedule 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; and
  - ii) For each net loan provided, i.e., the difference between the number of CCRLS Member Library items loaned to and checked out in another CCRLS library and the number of items owned by other CCRLS libraries borrowed and checked out by the CCRLS Member Library. Tabulation of net loans shall be provided by the College integrated library system. Each net loan shall be paid in the amount shown in Exhibit 1. Payments shall be made quarterly as provided herein.
- b) City of Newberg Only:
  - i) In consideration for participation in the College system and in lieu of taxes, since the CCRLS Member Library is outside the area taxed to provide this service, the CCRLS Member Library shall pay to the College the sum shown in Exhibit 1 on or before December 15 of each year; and
  - ii) In the interest of expanding library access to an unserved population, College will permit the City of Newberg to issue CCRLS basic library cards to applicants who reside in that portion of Yamhill County that is within the boundaries of the Portland Community College district, including the City of Dundee.
- c) The College will invoice CCRLS Member Library for services and licenses provided through group purchases quarterly or annually as more specifically described in 1)b)i)(2). (Including but not limited to §v, w, x) and fees described in 1)b)i)(3); and
- d) Payments made or invoices issued under this agreement, either for full or partial payment, shall reference the College contract number written herein.



**10698100 Exhibit 1**  
**FY 2023–2024 Compensation Schedule (July 1, 2023 – June 30, 2024)**

**Non-Resident Library Service Fee to CCRLS Participating Entity Library by College**

Library	Annual Amount	Quarterly Payment
<b>Amity Public Library</b>	<b>\$7,935</b>	\$1,983.75
<b>Chemeketa Community College Library</b>	<b>\$2,294</b>	\$573.50
<b>Dallas Public Library</b>	<b>\$160,966</b>	\$40,241.50
<b>Dayton Library (Mary Gilkey City Library)</b>	<b>\$9,019</b>	\$2,254.75
<b>*Grand Ronde Tribal Library</b>	<b>\$0.00</b>	\$0.00
<b>Independence Public Library</b>	<b>\$60,554</b>	\$15,138.50
<b>Jefferson Public Library</b>	<b>\$34,769</b>	\$8,692.25
<b>Lyons Public Library</b>	<b>\$14,401</b>	\$3,600.25
<b>McMinnville Public Library</b>	<b>\$219,195</b>	\$54,798.75
<b>Monmouth Public Library</b>	<b>\$64,329</b>	\$16,082.25
<b>Mt. Angel Public Library</b>	<b>\$28,414</b>	\$7,103.50
<b>Newberg Public Library</b>	<b>\$107,738</b>	\$26,934.50
<b>Salem Public Library</b>	<b>\$689,303</b>	\$172,325.75
<b>Sheridan Public Library</b>	<b>\$14,293</b>	\$3,573.25
<b>Silver Falls Library District</b>	<b>\$115,603</b>	\$28,900.75
<b>Stayton Public Library</b>	<b>\$133,815</b>	\$33,453.75
<b>Willamina Public Library</b>	<b>\$12,274</b>	\$3,068.50
<b>Woodburn Public Library</b>	<b>\$95,469</b>	\$23,867.25

**\*Grand Ronde live circ date was 6/8/2022**

**Net Loan Payment to CCRLS PARTICIPATING ENTITY by College:** The net loan payment rate for fiscal year 2023-2024 shall be \$1.50 per item.

**Participation Payment to College (City of Newberg Only):** The participation payment to College by the City of Newberg for fiscal year 2023-2024 shall be \$181,837.98.



Procurement Services – 4000 Lancaster Drive NE, Salem, OR 97305

## Library Participation in Chemeketa Cooperative Regional Library Services (CCRLS) Intergovernmental Agreement #10698100, Amendment #01

**Purpose:** Update Notices, Contact Persons, and Add 10698101 Exhibit 1.

This Agreement is by and between Chemeketa Community College through its Chemeketa Cooperative Regional Library Services (CCRLS), hereafter known as “College,” and City of Dallas, Oregon, by and through its Dallas Public Library, hereafter known as “CCRLS Member Library,” both herein referred to individually and collectively as “Party” or “Parties.”

1) Clause **18) Notices**, subsection College is deleted in its entirety and replaced with the following:

### **18) Notices**

Any notice required to be given to the College or CCRLS Member Library under this Agreement shall be sufficient if given, in writing, by email, first class mail or in person as follows:

#### **College**

Doug Yancey, Executive Director, Chemeketa  
Cooperative Regional Library Service (CCRLS)  
Chemeketa Community College  
PO Box 14007  
4000 Lancaster Drive NE  
Salem, OR 97309-7070  
Office: 503.315.4584  
Email: [doug.yancey@ccrls.org](mailto:doug.yancey@ccrls.org)  
c/o: [procurement@chemeketa.edu](mailto:procurement@chemeketa.edu)

2) Clause **19) Contact Persons**, subsection College is deleted in its entirety and replaced with the following:

### **19) Contact Persons**

#### **College**

Doug Yancey, Executive Director, Chemeketa  
Cooperative Regional Library Service (CCRLS)  
Chemeketa Community College  
PO Box 14007  
4000 Lancaster Drive NE  
Salem, OR 97309-7070  
Office: 503.315.4584  
Email: [doug.yancey@ccrls.org](mailto:doug.yancey@ccrls.org)

3) Add **10698101 Exhibit 1 FY2024-2025 Compensation Schedule** is attached hereto and incorporated herein by this reference.

4) This amendment is effective July 1, 2024.

**Signatures**

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.

**COLLEGE**

**CCRLS MEMBER LIBRARY**

\_\_\_\_\_  
(Signature) (Date)  
**Doug Yancey**  
Executive Director, Chemeketa Cooperative  
Regional Library Services (CCRLS)

\_\_\_\_\_  
Signature of Library Director (Date)  
**Mark Greenhalgh-Johnson, Library Manager,**  
**Dallas Public Library**  
Name/Title (Typed or Printed)

\_\_\_\_\_  
Signature of Authorized Entity Signer (Date)  
**Brian Latta, City Manager, Dallas, Oregon**  
Name/Title (Typed or Printed)

City Council Meeting  
Monday, May 6, 2024  
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The College is an equal opportunity/affirmative action employer and educational institution committed to an environment free of discrimination and harassment. Questions regarding sexual harassment, gender-based discrimination and sexual misconduct policies or wish to file a complaint contact the Title IX coordinator at 503.365.4723. For questions about equal employment opportunity and/or affirmative action, contact 503.399.2537. To request this publication in an alternative format, please call 503.399.5192.



**10698101 Exhibit 1**  
**FY 2024–2025 Compensation Schedule**  
**(July 1, 2024 – June 30, 2025)**

**Formula Based Reimbursement to CCRLS Participating Entity Library by College**

Library	Annual Amount	Quarterly Payment
<b>Amity Public Library</b>	<b>\$9,648</b>	\$2,412.00
<b>Chemeketa Community College Library</b>	<b>\$2,574</b>	\$643.50
<b>Confederated Tribes of Grand Ronde Tribal Library</b>	<b>\$395</b>	\$98.75
<b>Dallas Public Library</b>	<b>\$127,333</b>	\$31,833.25
<b>Dayton Library (Mary Gilkey City Library)</b>	<b>\$9,957</b>	\$2,489.25
<b>Independence Public Library</b>	<b>\$54,077</b>	\$13,519.25
<b>Jefferson Public Library</b>	<b>\$24,927</b>	\$6,231.75
<b>Lyons Public Library</b>	<b>\$12,191</b>	\$3,047.75
<b>McMinnville Public Library</b>	<b>\$216,843</b>	\$54,210.75
<b>Monmouth Public Library</b>	<b>\$56,809</b>	\$14,202.25
<b>Mt. Angel Public Library</b>	<b>\$28,322</b>	\$7,080.50
<b>Newberg Public Library</b>	<b>\$160,571</b>	\$40,142.75
<b>Salem Public Library</b>	<b>\$798,625</b>	\$199,656.25
<b>Sheridan Public Library</b>	<b>\$14,529</b>	\$3,632.25
<b>Silver Falls Library District</b>	<b>\$97,693</b>	\$24,423.25
<b>Stayton Public Library</b>	<b>\$114,727</b>	\$28,681.75
<b>Willamina Public Library</b>	<b>\$12,770</b>	\$3,192.50
<b>Woodburn Public Library</b>	<b>\$97,937</b>	\$24,484.25

**Net Lending Payment to CCRLS PARTICIPATING ENTITY by College:** The net lending payment rate for fiscal year 2024-2025 shall be \$1.50 per item.

**Participation Payment to College (City of Newberg Only):** The participation payment to College by the City of Newberg for fiscal year 2024-2025 shall be \$194,524.11.