



RESOLUTION NO. 7370

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH LINN BENTON COMMUNITY COLLEGE FOR CATALOGING OF LIBRARY MATERIALS

WHEREAS, ORS 190.010 provides that a unit of local government may enter into a written agreement with any other unit or units of local government for the performance of any and all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform; and

WHEREAS, partnerships with local libraries not only benefit their patrons, but will benefit patrons of the Albany Public Library; and

WHEREAS, entering into an intergovernmental agreement with Linn Benton Community College will strengthen the relationship between libraries in Linn County.

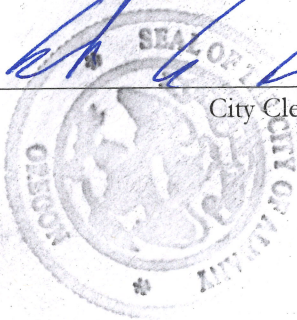
NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the Albany Public Library Director execute an intergovernmental agreement with Linn Benton Community College for Cataloging of Library Materials (Exhibit A – Intergovernmental Agreement).

DATED AND EFFECTIVE THIS 20TH DAY OF NOVEMBER 2024.

Mayor

ATTEST:

City Clerk



INTERGOVERNMENTAL AGREEMENT

PARTIES

This Intergovernmental Agreement is made and entered into, by and between, Linn Benton Community College, a public education institute of the State of Oregon, 6500 Pacific Blvd SW, Albany, OR 97321, hereinafter referred to as ("LBCC"), and Albany Public Library, a department of the City of Albany, a municipal corporation of the State of Oregon, 333 Broadalbin Street SW, Albany, Oregon 97321, hereinafter referred to as ("ALBANY"), and jointly referred to as ("PARTIES"), or individually as ("PARTY").

RECITALS

1. WHEREAS, ORS 190.007 et seq. provides for intergovernmental cooperation in the interest of furthering economy and efficiency of local government; and
2. WHEREAS, ORS 190.003 for purposes of such intergovernmental cooperation defines a unit of local government as including a county, city, district, or other public corporation, commission, authority, entity organized and existing under statute or city charter; and
3. WHEREAS, ORS 190.010 provides that a unit of local government may enter into a written agreement with any other unit or units of local government for the performance of any or all functions and activities that a PARTY to the Agreement, its officers or agencies, have authority to perform; and
4. WHEREAS, ALBANY has an established library cataloging system for its library materials; and
5. WHEREAS, LBCC has expressed an interest in working with ALBANY to assist their efforts to catalog their library materials; and
6. WHEREAS, ALBANY has agreed to oversee the process for LBCC in an effort to further efficiencies and cooperatively support the needs of LBCC.

NOW, THEREFORE, UNDER THE CONTRACTUAL AUTHORITY OF ORS 190, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

AGREEMENTS

1. TERM AND TERMINATION

- 1.1 This Agreement shall be effective beginning December 1, 2024, through November 30, 2025. This Agreement may be renewed with the consent of both PARTIES. Modifications to extend the existing Agreement will be agreed to by both PARTIES followed by execution of a new Agreement.

- 4.2 Coordinate with ALBANY to provide library materials in a timely manner that enables efficiencies and scheduling of personnel and resources required for the project.
- 4.3 LBCC shall use its best efforts to update and inform ALBANY of any changes to project requirements that may affect personnel and resource scheduling as soon as practicable.

5. **COMPENSATION**

LBCC agrees to compensate ALBANY for cataloging services based on a rate of \$9.00 per item (estimated at 10 items per month). Any modifications must be made by amendment to this Agreement and approved in writing by both PARTIES.

6. **PAYMENT**

6.1 ALBANY will provide an itemized invoice monthly within thirty (30) days of the final day of the month. Invoice itemized detail shall include the following:

- Date
- List of Materials cataloged
- Number of personnel
- Number of hours per person
- Number of items cataloged
- Total monthly cost

6.2 ALBANY shall submit invoices to LBCC either:

Electronically to: carlsoc@linnbenton.edu

Or Physically to:

Linn Benton Community College
Attn: Cheryl Carlson
6500 Pacific Blvd SW
Albany, OR 97321

6.3 Payment of invoices is subject to LBCC's review and approval. In the event LBCC believes there is a discrepancy in the invoice, LBCC shall immediately notify ALBANY of such discrepancy; and, if ALBANY is in agreement, the PARTIES will annotate and correct their versions of the invoice, and the adjusted amount shall be due to ALBANY.

6.4 LBCC shall pay undisputed invoices within thirty (30) days from the date LBCC receives the invoice. After forty-five (45) days, ALBANY may assess overdue account charges up to a maximum of two-thirds of one percent (2/3 of 1 percent) per month but not more than eight percent (8%) per annum on the outstanding balance pursuant to ORS 293.462. ALBANY shall look solely to LBCC for payment of all amounts LBCC owes to ALBANY.

7. **AMENDMENT**

The PARTIES agree not to discriminate on the basis of race, religion, sex, color, national origin, family status, marital status, sexual orientation, gender identity or expression, age, source of income, veteran's status, or mental or physical disability in the performance of this Agreement or in employment by LBCC or ALBANY.

14. OPERATIONS OF AGREEMENT

In any decisions regarding the operation of this Agreement, it is the intent of both PARTIES hereto that the specific provisions of this Intergovernmental Agreement shall govern. Decisions necessary to implement this Agreement that are not covered by the specific provisions of this Agreement shall require the agreement of both PARTIES. Such agreement shall be provided through their designated representatives. In the event that the PARTIES do not reach an agreement on a decision or a particular course of action, the matter will be referred to the nonelected chief executive officers of the respective PARTIES to this Agreement for resolution. Those officers will meet and make a decision regarding this matter. In the event that the chief executive officers are unable to agree, then the issue will be processed in accordance with Section 15 – Dispute Resolution.

15. DISPUTE RESOLUTION

If a dispute arises between the PARTIES regarding breach of this Agreement or interpretation of any term of this Agreement, the PARTIES shall first attempt to resolve the dispute by informal negotiation, followed by mediation. In the absence of an agreement between the PARTIES, either PARTY may apply to the presiding judge of the Linn County Circuit Court for the appointment of suitable mediator(s) or arbitrator(s), and the persons so appointed shall establish the rules of procedure. If mediation is unsuccessful, the dispute shall be resolved through binding arbitration that shall take place in Linn County, and the prevailing PARTY shall be entitled to such reasonable attorney's fees and costs as may be awarded by the arbitrator.

16. ATTORNEYS' FEES

In the event a suit or action is commenced to enforce the terms of this Agreement, the prevailing PARTY shall recover, and the losing PARTY shall pay the prevailing PARTY court costs and reasonable attorney fees incurred in the suit or action. This provision specifically includes any court costs and attorneys' fees incurred by the PARTY prevailing on appeal.

17. COMPLIANCE WITH APPLICABLE LAW

The PARTIES shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to work performed under this Agreement.

18. ENTIRE AGREEMENT

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.

19. GOVERNING LAW; COURT OF JURISDICTION