

Contract #
2010-16

**LIBRARY DIRECTOR SERVICES AGREEMENT
BETWEEN THE CITY OF ORLAND AND
THE CITY OF WILLOWS**

This Library Services Agreement (hereafter "Agreement") is made and entered into by and between the City of Orland, California, a Municipal Corporation (hereafter "Orland"), and the City of Willows, California, a Municipal Corporation (hereafter "Willows").

WHEREAS, Willows has a need for a Library Director and has decided that the most cost effective and efficient way to provide that service to the community is to contract with Orland; and

WHEREAS, Orland has a full-time Library Director, with the ability to work as Library Director on a half-time basis for Willows; and

WHEREAS, it will be mutually beneficial to both parties to share one Library Director, with the pay and benefits of the Library Director to remain the responsibility of Orland;

NOW, THEREFORE, Willows and Orland do hereby agree to the following:

1. **Purpose of Agreement.** Willows is seeking a half-time Library Director to manage the libraries in Willows, Elk Creek, and Bayliss. Orland has a full-time Library Director and is willing to make the Library Director available to Willows on a half-time basis, to allow Willows to meet its goals for Willows and these surrounding communities.
2. **Effective Date and Term.** The effective date ("Effective Date") of this agreement shall be September 15, 2010. The term of the Agreement shall commence on the Effective Date and continue until June 30, 2011.
 - a.) The Agreement shall automatically renew on successive Fiscal Years; commencing each July 1st, thereafter, unless either party shall provide written notice of Termination as provided in Section 8 below..
3. **Services to be provided.** The Orland Library Director will typically be at Willows libraries on Tuesday, Thursday and half-day on Friday. The schedule is subject to change due to training or other matters which could alter his/her schedule, but the Library Director will provide not less than 20 hours of service per week to Willows. The above schedule is subject to vacation, holidays and sick leave as provided to the Orland Library Director by the City of Orland.

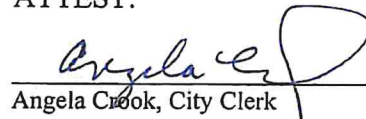
4. **Staff adjustments.** Willows agrees to hire one additional "Temporary Employee" to be assigned as a Youth Services Coordinator and shall re-assign one existing (i.e. budgeted position) position as the Interlibrary Loan Coordinator, both employees shall be paid at the rate of \$10.00 per hour. Orland will hire an additional part-time employee at \$10.00 per hour. Each employee shall serve at-will, and under the supervision of the Orland Library Director; subject however to each respective agency's Personnel Rules & Regulations.
5. **Responsibility of the Library Director.** The Library Director will be responsible for supervising, training, and making time schedules for both Willows and Orland library staff. She/he will be responsible for ensuring that evaluations are completed annually and perform the duties as described in the job descriptions provided by both Willows and Orland. This agreement is not intended in any manner to make the employees of either party employees of the other party hereto. Each of the entities shall remain separate and distinct in all respects from each of the other.
6. **Library Director Supervisor.** During the time spent in Willows the Willows City Manager will be the Library Director's supervisor and while in Orland the Orland City Manager will be the Library Director's supervisor.
7. **Compensation to be paid for services.** Willows shall pay to Orland \$58680 annually; which includes \$200 per month auto allowance. This amount represents approximately 50% of the Orland Library Director's total budgeted compensation. This amount equates to \$4,890 per month, which shall be paid by Willows to Orland at the close of each quarter during the fiscal year (i.e., July 1 – June 30).
8. **Amendment or Termination.** Willows and Orland may amend or terminate any of the provisions of this Agreement. Either party may withdraw from this agreement upon thirty (30) days advance written notice to the other party.
9. **Severability.** The unenforceability, invalidity or illegality of any provision, covenant, condition or term of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

IN WITNESS WHEREOF, the Agencies have executed this contract on this 16th day of August, 2010.

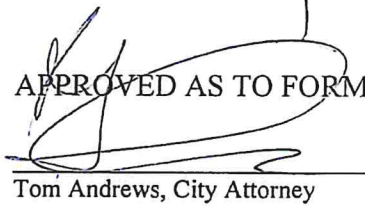
CITY OF ORLAND


Wade Elliott, Mayor

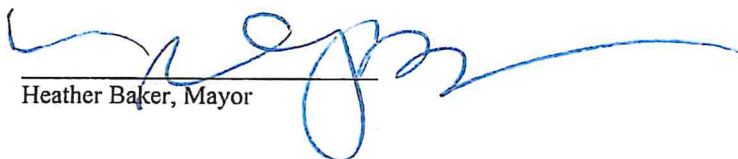
ATTEST:


Angela Crook, City Clerk

APPROVED AS TO FORM


Tom Andrews, City Attorney

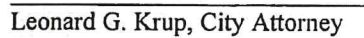
CITY OF WILLOWS


Heather Baker, Mayor

ATTEST:


Natalie Butler, City Clerk

APPROVED AS TO FORM


Leonard G. Krup, City Attorney