



STATE OF CONNECTICUT

BOARD OF TRUSTEES
FOR THE STATE COLLEGES

P. O. BOX 2008 NEW BRITAIN, CONNECTICUT 06050
TEL. NEW BRITAIN: 203-229-1607 TEL. HARTFORD: 203-566-7373

RESOLUTION
concerning
AN AGREEMENT BETWEEN THE ENFIELD PUBLIC LIBRARY
and the
J. EUGENE SMITH LIBRARY
at
EASTERN CONNECTICUT STATE COLLEGE

August 14, 1979

- WHEREAS, Eastern Connecticut State College is the only one of the four State Colleges which does not have U.S. Government Document Depository status for its library whereby U.S. Government Documents are made available without charge, and
- WHEREAS, The Second Congressional District in which Eastern Connecticut State College is located already has the maximum number of U.S. Government Document Depositories authorized by federal statute, and
- WHEREAS, The U.S. Government Printing Office, which administers the depository program, has determined that cooperative arrangements are legal by which libraries with depository status share depository resources with other libraries for the purpose of fostering greater public access to federal documents, and
- WHEREAS, The Enfield Public Library, which has depository status but limited storage facilities, has agreed to share U.S. Government documents with the J. Eugene Smith Library at Eastern Connecticut State College in order to make such resources more available to the people of Connecticut, now, therefore, be it
- RESOLVED, That the President of Eastern Connecticut State College is authorized to sign an agreement with the town authorities of Enfield undertaking to remove government documents from Enfield to the Smith Library, to inventory, organize, house, and service all such documents, to provide reference and interlibrary loan services to the Enfield Public Library, to develop a joint acquisitions policy with the Enfield Public Library for U.S. Government Documents, and be it further
- RESOLVED, That such agreement shall not take effect until appropriate approvals have been received from the Connecticut State Department of Administrative Services and the Attorney General of Connecticut.

A Certified True Copy:

James A. Frost
Executive Director

PERSONAL SERVICE AGREEMENT

STATE OF CONNECTICUT

cc: J. Berkett
O. Hayes

CO-802A REV. 7/78
(Stock No. 6938-170-01)

Prepare in quintuplicate.

The named parties hereby enter into agreement subject to the terms and conditions stated herein and subject to the availability of appropriated funds.

Original Amendment

CONTRACTOR	NAME AND ADDRESS OF CONTRACTOR (Enter Social Security No., if applicable) Town of Enfield Enfield, CT 06082									
STATE AGENCY	AGENCY NAME AND ADDRESS Eastern CT State College 83 Windham St., Willimantic, CT 06226						AGENCY NO. 7805	IDENTIFICATION NO. P.S.# 106 none		
CONTRACT PERIOD	FROM (Date) 8/17/79	THROUGH (Date) indefinite	INDICATE <input type="checkbox"/> Master Agreement <input type="checkbox"/> Contract Award No. <input checked="" type="checkbox"/> Neither							
CANCELLATION CLAUSE	This contract shall remain in full force and effect until cancelled by either party giving the other party written notice of such intention (Required days notice specified at right)						Required No. of days written notice:		30	
COMPLETE DESCRIPTION OF SERVICE (Include special provisions- Use additional blank sheets of same size if required)	CONTRACTOR AGREES TO Town of Enfield, contractor, agrees to share U.S. Government documents received by its Town Library as U.S. Government Document Depository with Eastern Connecticut State College under terms of agreement attached hereto as Attachment #1.									
COST AND SCHEDULE OF PAYMENTS	PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES: No cost to State.									
STATE USE ONLY	STATUTORY AUTHORITY Section 10-109b of CT General Statutes as amended.	ACCTG. CLASS TO WHICH CHARGED	YEAR 79-80	FUND 0	AGENCY 7805	SP. ID. 002	FUNC. 41	ACTIVITY 9410	CHAR. Major 2	OBJ. Minor 23
EXECUTIVE ORDERS	This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor, agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 17, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance regard to listing all employment openings with the Connecticut State Employment Service.									
NON-DISCRIMINATION CLAUSE	The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as relate to the provisions of Sec. 4-114a of the Connecticut General Statutes, as amended.									
INSURANCE	The contractor agrees that while performing duties specified in this contract that he shall carry sufficient insurance (liability and/or other) according to the nature of the work to be performed to "save harmless" the State of Connecticut from any insurable cause what-so-ever. Certificates of same are to be filed with the agency prior to the performance of services if requested.									
STATE LIABILITY	The State of Connecticut assumes no liability for payment under the terms of this agreement until said contractor is notified that said agreement has been approved by the office of Policy and Management (OPM) or Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.									
ACCEPTED	CONTRACTOR (Owner or authorized) <i>[Signature]</i> Town Manager				TITLE Town Manager				DATE 8/17/79	
APPROVALS	AGENCY (Authorized Official) <i>[Signature]</i> Director of Fiscal Affairs				TITLE Director of Fiscal Affairs				DATE 8/17/79	
APPROVALS	SIGNED (Office of Policy & Mgmt./ Dept. Admin. Services) <i>[Signature]</i>				TITLE Deputy				DATE NOV 19 1979	
APPROVALS	ATTORNEY GENERAL (As to form) <i>[Signature]</i>								DATE DEC 3 1979	
DISTRIBUTION	ORIGINAL: Contractor PART 2: Agency PART 3: OPM/DAS PART 4: Atty. Gen'l PART 5: Comptroller									

ARTICLE

- I. Eastern Connecticut State College ensures both accessibility to and availability of all U.S. Depository Items which are to be received into its collection from the Enfield Public Library.
- II. The Smith Library will inventory, organize, house and service all items chosen from the List of Classes of U.S. Government Publications Available for Selection by Depository Libraries.
- III. The College will execute the following:
 - 1. Remove designated U. S. Depository items from D-84 and house those publications at the J. Eugene Smith Library.
 - 2. Assume financial responsibility for periodic removal of new government publications from the Enfield Public Library to the J. Eugene Smith Library.
 - 3. Provide reference and interlibrary loan services for Document information to the Enfield Public Library.
- IV. Enfield agrees to maintain its depository status and will not relinquish that status for the duration of this agreement.
- V. Enfield agrees that the College will have the right to select and develop a U. S. Document collection from those government Documents not specified as D-84 only (SEE D-84 current).
- VI. Enfield will confer with Smith on the development of an acquisitions policy to include criteria for selection.
- VII. This agreement is made in good faith to be upheld by both parties. It may be altered by arrangement or terminated by negotiated mutual consent.

In witness whereof, the parties hereto have set their hands
this 17 day of August 1979.

For:
Enfield Central Library

Warwick A. Kalk
Director of Libraries
Robert T. Hedger Jr.
Town Manager

For:
Smith Library at Eastern
Connecticut State College

Oliver R. Hayses
Director of Library Services
Charles W. White
College President

Hereto set my hand.

Clair P. Cyr Begin, Mayor
My commission expires
March 21, 1981



Town Of Enfield

October 23, 1979

Please be advised Robert F. Ledger, Jr. is the duly appointed Town Manager of the Town of Enfield, and as such is the Chief Executive Officer who may be empowered to sign documents and enter into agreements with federal government, state government and any political subdivision thereof.

I, Philip E. Clarkin, do hereby certify that Robert F. Ledger, Jr. is the Town Manager of the Town of Enfield.

SIGNED:

Philip E. Clarkin,
Town Clerk,
Town of Enfield, Connecticut

AN AGREEMENT BETWEEN THE ENFIELD PUBLIC LIBRARY AND THE SMITH
LIBRARY AT EASTERN CONNECTICUT STATE COLLEGE

Addendum to BR#79-121

ARTICLE

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In witness whereof, the parties hereto have set their hands
this _____ day of _____ 1979.

For:
Enfield Central Library

Director of Libraries

Town Manager

For:
Smith Library at Eastern
Connecticut State College

Oliver R. Hayes

Director of Library Services

College President

VED

EASTERN CONNECTICUT STATE COLLEGE--ENFIELD PUBLIC LIBRARY
SHARED FEDERAL DEPOSITORY

7006

9/13/75

The Federal Depository Library System

BOARD OF TRUSTEES
 FOR THE STATE COLLEGE

The Federal Depository Library system exists to ensure the widespread availability to the people of the nation of the vast amount of information published by the federal government each year. Presently about 1300 libraries nationwide, including at least two in every Congressional district plus all land grant institutions and many law schools participate in the program, receiving free of charge from the Government Printing Office their choice of federal publications on a wide variety of subjects. In exchange for the privilege of receiving this valuable material, most of it available only at a price to other libraries, the receiving institutions, called depositories, agree to house and administer the collection and to make it available to the general public without restriction.

Cooperating or Shared Federal Depositories

The number of depositories is limited by federal statute, and no non-depository library may gain depository status unless an existing one surrenders that status. At the moment, of the four State Colleges, only ECSC is not a depository, and we see no immediate prospect of becoming one. There is no statutory provision for non-depository libraries to participate in the program; however, a few informal cooperative arrangements have recently been worked out in which two or more libraries in effect share a single depository, each housing and administering a portion of the collection. The officially designated depository retains full legal responsibility for the collection regardless of where it is housed. Although the law makes no specific provision for such arrangements, the Government Printing Office, which administers the depository program, has determined that they are legal--and, in fact, informally encourages their creation in cases where they may foster greater access to federal documents.

Benefits to Eastern Connecticut State College of a Shared Depository

ECSC is seeking to establish just such a cooperative arrangement with the Enfield (CT) Public Library which has been a federal depository for ten years. Under the proposed agreement, Enfield would retain its legal status but would turn over to ECSC much of the administration and housing of the collection, to the mutual benefit of both institutions. Under pressure of lack of space, Enfield has progressively decreased the number of items it receives each year to the point where its choices now amount to less than five percent of the material available. Many publications which could be of great value to the students and faculty of ECSC, and even to the citizens of Enfield, have been sacrificed. (A brief description cannot begin to convey the value of a depository collection; however, some examples of the type of material available through the program may suggest its potential usefulness: Congressional Committee hearing transcripts and reports, publications of the National Center for Education Statistics, Defense Department and CIA military histories and foreign country studies, various natural sciences series from the Smithsonian Institute, the Public Papers of the Presidents series, Census Bureau publications, to name just a few.) Under our agreement ECSC will be allowed to select any material not specifically reserved by Enfield and will house it in our library where it will be easily accessible to our campus community. In exchange we agree to furnish transportation of all materials to and from Enfield--in fact, most, if not all, of this transportation can be provided by the State Library Connecticut system at no cost to Eastern--and to provide prompt and efficient reference and interlibrary loan service to Enfield patrons.

In addition to the benefits which will accrue directly to the College from this arrangement, a secondary but very significant service can be provided to the citizens of Willimantic and surrounding communities who must now travel to the University of Connecticut to use federal documents. As the recent controversy over the ECSC--University of Connecticut merger proposal again pointed up, the University is not easily accessible to all citizens of the region. Therefore, a substantial, carefully selected and well administered collection of federal documents at ECSC, backed up by the virtually complete collection at the University, will be of great value to the area and should, not incidentally, improve campus-community relations.

To be sure, all these benefits cannot be gained totally without cost to the Library. Housing and administering a documents collection properly requires a certain amount of staff time, both professional and clerical, as well as considerable shelf space. However, the Director and staff are agreed that the Library has competent staff available and can create the needed shelf space and that the value of this enterprise far outweighs any tradeoffs which might have to be made with other Library functions. Conclusion of this agreement is definitely in the best interests of the College.

8/79