

# CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Acting as the Library Services District Board

## Policy Session Worksheet

**Presentation Date:** January 29, 2024    **Approx. Start Time:** 10 am    **Approx. Length:** 60 Minutes

**Presentation Title:** Clackamas County Library District Background and Proposed Taskforce

**Department:** Transportation and Development, County Administration

**Presenters:** Dan Johnson, Director, Department of Transportation  
Everett Wild, Policy Advisor, County Administration

## WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

**Library District Policy Direction** – Is there interest by the BCC to convene a taskforce to make recommendations to the Board on several longstanding library issues?

## BACKGROUND:

### *Library District Overview*

#### *Library District History*

The Library District of Clackamas County was established in 2008, upon the passing of Ballot Measure 3-310, “to provide a dedicated, stable funding source for the support of library services” and increase revenue to help existing city and county-operated libraries meet standards set by the Oregon Library Association. The approval of Measure 3-310 resulted in the Board of County Commissioners adopting a Master Order to form the district. (*Master Order, see Attachment C*)

The cities in Clackamas County that operated libraries entered into an Intergovernmental Agreement (“IGA”) with each other and the County. This “Master” IGA outlines funding, operations, governance, amendment, termination, and enforcement details for participants. (*Master IGA, see Attachment B*).

The District is funded by a permanent property tax of \$0.3974 per \$1,000 of assessed value and divided into 13 individual Library Service Areas. Most (but not all) Service Areas include City residents and residents of unincorporated Clackamas County.

All District funds received are distributed by the County to District libraries; no District funds are utilized for the administration of the Library District or the support of the Library Network office. Clackamas County funds the Library Network office through general funds.

The Master IGA stipulates that Library Cities must “use District revenue to provide public library service... to achieve the Service Standards,” and “District funds may not be used to support general overhead or administrative costs of Cities except to the extent such overhead or administrative costs are directly related to the provision of library services and/or the operation of a public library.” (*Master IGA, Section 2.1*)

However, a city may recover their overhead and administrative costs that directly support the operation of the library. These costs are often referred to as allocated costs that are a proportionate share of expenses such as, human resources, payroll, facilities maintenance, technology services,

legal, or any other support provided directly to the city library operations that are not performed by library staff.

The Clackamas Board of County Commissioners also provided each Library City with additional, one-time funds via Capital Contribution IGAs. Generally, each Library City received \$1 million for library capital improvements.

The Capital IGAs require “fair representation of served library patrons on the City’s library board, including patrons from unincorporated Clackamas County.” Each Library Service Area is represented by a library board, which is made up of community members from both the incorporated and unincorporated areas within the service area.

### Library Network Services

The Capital IGAs also stipulated the County would continue to provide centralized support services through Library Network Services. This program was established in 1989. Along with the County Libraries, Network was initially funded via local option levies (\$0.26 per \$1,000 of assessed property value). These were rolled into the General Fund following the passage of Measure 50 in 1997.

Services provided by Library Network are outlined in Section 1.5 of each cities’ Capital IGA:

- Automated library system and related telecommunications and technical support
- Courier services
- Administration
- Database management services including creating/acquiring MARC format bibliographic records
- Interlibrary loan services
- Inter- and intra-regional cooperative library planning
- Shared online databases for public use
- Internet Service Provider for member libraries

### Evolution of Library Services

Libraries have evolved significantly since 2008. Demand and costs for digital materials have surged while interest in books and other traditional collections remains high. Technology needs are supported with more advanced resources and skills. Outreach efforts have become more critical in reaching underserved populations, including patrons in remote areas, aging residents, and users with special needs. Librarians are also looked to as leaders in early literacy to support schools with reduced means.

The resources required to maintain support from Library Network Services have also increased. Budget requests have grown to address technology needs and cybersecurity risks, management of online resources is more demanding, and courier services have become increasingly complex with the advent of central sorting.

Due to these ever-changing demands, some of the Libraries in Clackamas County (LINCC) (the 13 libraries across Clackamas county) struggle to meet the needs of our communities and keep up with neighboring library systems.

### Library Directors Group Strategic Efforts

LINCC Library Directors have set a strategic direction to address challenges facing the libraries. The documents developed include core values, a vision and mission statements, and strategic & tactical plans. Through these efforts, LINCC Library Directors are preparing to assess and adapt to community needs, and build support for any future changes to the District.

Based on the information above, is there interest from the BCC to establish a taskforce to make recommendations to the Board on several longstanding library issues?

### Taskforce

In August 2024, the Board directed staff to assemble a task force to make recommendations for the Board's consideration. In November, Administrator Schmidt gathered a small group of people with an extensive history and knowledge of libraries in Clackamas County to participate in a single brainstorming meeting to develop a proposed structure for the task force and identify the comprehensive list of issues they should evaluate. *Attachment A, Library District Task Force – Proposed Issues and Structure*, was developed from the brainstorming meeting.

### FINANCIAL IMPLICATIONS (current year and ongoing):

Is this item in your current budget?       YES       NO

What is the cost?    N/A

What is the funding source? N/A

### STRATEGIC PLAN ALIGNMENT:

- How does this item align with your Department's Strategic Business Plan goals?
  - The purpose of the Library District Program is to provide financial analysis, funds disbursement, and administrative support services to Library District residents, members of governing and advisory bodies, and participating local governments so they can receive information and funding which supports the provision of library services to all residents of the Clackamas County Library District.
  
- How does this item align with the County's Performance Clackamas goals?
  - Build Public Trust through Good Government – by County policies and decisions, service delivery, and Board deliberations will be equitable, inclusive and transparent.

### LEGAL/POLICY REQUIREMENTS:

The Library District of Clackamas County was established in 2008, upon the passing of Ballot Measure 3-310, "to provide a dedicated, stable funding source for the support of library services" and increase revenue to help existing city and county-operated libraries meet standards set by the Oregon Library Association. (*Master Order, Exhibit C*)

The District's Master IGA outlines funding, operations, governance, amendment, termination, and enforcement details for participants.

### PUBLIC/GOVERNMENTAL PARTICIPATION:

City managers and library directors have been updated on the status of conversations and will continue to be engaged.

**OPTIONS:**

- 1) Direct staff to advance formation of a Library taskforce as outlined in Attachment A to make recommendations to the Board on several longstanding library issues.
- 2) Direct staff to research questions raised by the Board and report back at a later date.
- 3) Do not form a task force at this time and pause on any changes to the library district.

**ATTACHMENTS:**

- Library District Task Force – Proposed Issues and Structure (Attachment A)
- Master IGA (Attachment B)
- Master Order & Measure 3-310 (Attachment C)

**SUBMITTED BY:**

Division Director/Head Approval \_\_\_\_\_

Department Director/Head Approval \_\_\_\_\_

County Administrator Approval \_\_\_\_\_

For information on this issue or copies of attachments, please contact Everett Wild, 503-742-5912
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## **Library District Task Force – Proposed Issues and Structure**

### **Issues Identified for the Task Force to Address**

#### *Services:*

- Minimum standards
  - Service level study
  - State standards vs. those in the Master Order/IGA
- Management and cost of digital services (ebooks)
- Local vs. centralized services
  - Funding mechanisms
  - LINCC
  - For example: books by mail, book lockers, bookmobiles

#### *Funding:*

- Costs to provide services
  - Rising rapidly
  - Allocated cost methodology differs between library cities
- Adequacy of O&M funding
  - Inequities across library cities – ask Mayors/City Managers if they feel their funding is adequate compared to others
- Update to Master Order – use of Library District revenue for capital
  - Adequacy of capital reserves
- Tax rate (in place for 16 years)

#### *Governance:*

- Role of County/BCC in library system/LINCC
- Role of County as a library city
- Service area boundaries
  - Process to potentially revise
- District revenue distribution formula
- Role/purpose of LDAC (budget oversight)
- Hoodland library (future, representation separate from City of Sandy)
- District structure (ORS 451 vs. 357 with a separate elected board)

### Task Force Structure and Selection Process

- All representatives to be from different jurisdictions
- Maintain a split of urban and rural representatives

<b>Representative</b>	<b>Quantity</b>	<b>Selection Process</b>
Library District Director	1	Library District Board appoints
Mayor	2	C4 recommends four (4) nominees, BCC appoints two (2)
District Administrator	1	
City Manager	2	City Managers recommend four (4) nominees, BCC appoints two (2)
Library Director	2	LINCC staff solicits four (4) nominees, BCC appoints two (2)
Public Members	2	County staff and LDAC Chair recommend nominees from LDAC and Library Advisory Boards, BCC appoints two (2)
<i>Ex-Officio</i> LINCC	1	LINCC Manager
<i>Professional Facilitator</i>	1	County contracts
	<b>10 voting, 1 ex-officio</b>	

**RESTATEMENT AND FOURTH AMENDMENT OF THE  
COOPERATIVE INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE LIBRARY DISTRICT OF CLACKAMAS COUNTY  
AND  
MEMBER CITIES**

THIS COOPERATIVE INTERGOVERNMENTAL AGREEMENT (this “Agreement”), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2009~~20~~**24**, by and between the Library District of Clackamas County (the “District”) a county service district formed under ORS Chapter 451, and each of the Cities of ~~Barlow~~, Canby, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, ~~Rivergrove~~, Sandy, West Linn, and Wilsonville (each, a “City” and collectively, the “Cities”).

WHEREAS, voters approved formation of the District to provide financial support to the library service providers of Clackamas County (the “Library Cities”); and

WHEREAS, the Parties desire to work in a cooperative manner to support and provide library services to their residents; and

WHEREAS, many of the Cities participate in the Clackamas County-supported Library Network of Clackamas County, which is discussed in an intergovernmental agreement by and between the participating Cities and Clackamas County; and

WHEREAS, the Cities desire funding by the District and to provide the levels of service described; ~~herein~~**and**

WHEREAS, the Parties hereto desire to amend the Agreement to add the Facilities related language in Attachment C; and

WHEREAS, the Agreement has been amended three times previously, in order to have an easier to reference agreement all previous amendments that remain operative (Amendments 1 and 3) are incorporated into this draft with the newly added language; and

WHEREAS, Section 3.3 of the Agreement provides for the mechanism of amendment of the Agreement to address these changes;

WHEREAS, a color coded version of this Agreement is attached to show what sections were added in each Amendment, purple for Amendment 1, Amendment 2 is omitted as inoperable after the disincorporation of the City of Damascus, and Amendment 3 language is blue. The new language added for this Fourth Amendment is red. Language removed by an amendment is included in strikethrough.

NOW, THEREFORE, the District, **the County**, and **the Library Cities** each covenant and agree to the following:

## Section 1 Obligations of the District

- 1.1 District Board. The Board of County Commissioners acting under the provisions of ORS 451 is the governing body of the District and shall be known as the District Board.
- 1.2 District Advisory Committee. The District Board shall organize and appoint a District Advisory Committee consisting of one nominee from each Library City consistent with the policies and procedures of Clackamas County and/or the District for advisory committees. The District Board shall appoint the individual nominated by the Library City governing body to fill the service area's representative seat. The District Advisory Committee shall be responsible for meeting at least annually to consider: (i) the evaluation reports of participating libraries as submitted pursuant to Section 2.3, (ii) any proposed changes to this Agreement pursuant to the amendment process described in Section 3.3, and (iii) any impact of the annexation or withdrawal of territory from the District pursuant to Sections 3.4 and 3.5 hereof.
- 1.3 District Budget Committee. State law also requires that the District constitute a Budget Committee consisting of the members of the District Board and an equal number of citizens, who may be nominated pursuant to existing County budget committee procedures. The role and responsibilities of the Budget Committee shall be as set forth in the applicable statutes.
- 1.4 District Revenue. The District has a permanent tax rate of \$0.3974 per \$1,000 of assessed value, collected from all parcels of real property in the District.
- 1.5 Distribution of Revenue. Revenues generated by the District permanent rate, including delinquent taxes, are allocated, appropriated and expended pursuant to the budget adopted by the District Board. The District Board agrees to allocate, appropriate, and distribute the funds of the District pursuant to the formula as defined on Attachment A (the "Formula") for the service areas as shown on the maps included as Attachment B ("Service Area Maps"). The Formula may be reevaluated as necessary by the Parties to this Agreement. Any change to the Formula shall occur as an amendment to this Agreement. Tualatin Revenue. Notwithstanding the Formula as set forth in the Agreement:
  - 1.5.1 Fifty percent (50%) of the District revenue generated by real property within Tualatin as of June 17, 2010, including delinquent taxes and any generated interest, shall be distributed to Tualatin for use in support of the Tualatin Library.



1.5.2 The remaining revenue generated by the Tualatin properties shall be distributed to the following Library Cities in support of library services:

- 50% to Lake Oswego;
- 40% to Wilsonville; and
- 10% to West Linn.

1.5.3 Revenues generated by properties that currently are within the District and subsequently annexed into Tualatin shall continue to be treated as unincorporated and within their current service area for purposes of the Formula. Any changes to the Formula shall require amendment as set forth in the Agreement.

1.5.4 For the purposes of the Agreement, Tualatin shall not be considered a Library City.

1.5.5 For the purposes of the Formula in the Agreement, the population within Tualatin as of June 17, 2010 shall not count towards the total population as utilized in the Formula.

1.6 ~~Transition Payments. The parties hereto acknowledge and agree that the District shall distribute funds to Clackamas County for the operation of the Clackamas Corner and Oak Lodge Libraries pursuant to the alternative Service Area Maps described on Attachment B until such time as the City of Happy Valley and the City of Gladstone construct facilities sufficient to serve such area. During the term of such distributions, the Parties anticipate that the County libraries will be operated in a manner consistent with the Service Standards. Upon completion of such facilities, distributions shall be made based on the indicated Service Area Maps. To the extent the annual distribution of funds to Clackamas County is greater than the annual need to operate such libraries, the District shall retain such funds in trust for the Cities of Gladstone and/or Happy Valley, respectively, for distribution at such time as such City is constructing new library facilities.~~

Transition Payments. The District shall distribute funds to Clackamas County for the operation of the Oak Lodge Library pursuant to the current Oak Lodge Service area map. To the extent the annual distribution of funds to Clackamas County is greater than the annual need to operate the Oak Lodge library, the District shall retain such funds in trust for Clackamas County for distribution at such time as the County is constructing new library facilities. No unincorporated areas assigned to, or reserves accumulated by, the Oak Lodge Library service area shall be reassigned, contributed or transferred to another Library City.

- 1.7 Library Authority. Clackamas County operates public libraries pursuant to a board order creating public libraries for all Clackamas County residents dated July 9, 1938, as amended and updated pursuant to Board Order 85-1221 dated October 31, 1985. The District has received a delegation of such authority from Clackamas County to operate as a public library for the benefit of incorporated and unincorporated residents of Clackamas County pursuant to an Intergovernmental Agreement. To the extent necessary to insure the legal and effective functioning of the public libraries of Clackamas County but in no way intended to limit or otherwise restrict the powers or abilities of the City service providers to operate public libraries, the District hereby delegates such authority to operate public libraries for the benefit of incorporated and unincorporated residents of Clackamas County to each City service provider a party hereto or as may join this Agreement from time to time.

## **Section 2 Obligations of the Cities**

- 2.1 Use of Funds. The Library Cities will use District revenue to provide public library service, and shall expend the entire library revenue paid under this Agreement in accordance with the purpose for which it was provided by implementing a plan to achieve the Service Standards. For the purposes of this Agreement, "Service Standards" shall mean (i) the standards described on Attachment C, (ii) the provision of services to all District residents on the same terms, and (iii) the proper expenditure of funds as described in this Section 2.1. District funds may not be used to support general overhead or administrative costs of Cities except to the extent such overhead or administrative costs are directly related to the provision of library services and/or the operation of a public library. It is the intention of the parties to work cooperatively in helping each city make progress in meeting the Service Standards.
- 2.2 Library Management. Library Cities retain administrative control over the library and library services in its service population. Each such City is responsible for developing library services based on the needs of its service population and the available revenue. The Library Cities will cooperate with the District Advisory Committee to assist in the review of library services to District residents.
- 2.3 Cooperation and Reporting. Each Library City will cooperate to the maximum extent practicable with other participating Cities to form standardized rules, procedures, and programs that affect the District and the provision of library services in Clackamas County as a whole. Each Library City will provide the District with (i) copies of its annual report to the State of Oregon regarding the provision of library services, (ii) a report on its efforts to meet OLA Threshold Standards as defined on Attachment

C, and (iii) any supplemental reports that the District through both the District Advisory Committee and the District Board may require.

- 2.4 Clackamas County as Library City. The City of Gladstone and Clackamas County desire to work cooperatively in the provision of library services in the Gladstone and Oak Lodge service areas. Gladstone and the County may enter into separate agreements regarding the management of their respective libraries. All parties hereto acknowledge the intention of the Plan is to have Clackamas County, through the use of District distributions for the Oak Lodge and Gladstone service areas, accumulated reserves referred to in section 1.6 above and other non-District revenues, to construct and manage both a new Oak Lodge library and new Gladstone library, and that nothing herein shall be construed to restrict or otherwise impair such plan. Clackamas County shall be considered a "Library City" in all respects for the Oak Lodge Library service area.

### **Section 3 Term and Amendment**

- 3.1 Term. This Agreement shall commence on July 1, 2009 and continue until terminated as set forth herein.
- 3.2 Termination. This Agreement shall terminate upon the dissolution of the District.
- 3.3 Amendment. Except as specifically provided in Section 4.14, this Agreement may be amended at any time upon the agreement of the District and two-thirds of the Library Cities; *provided, however*, that any amendment that would amend that portion of the Formula providing for the return of one hundred percent (100%) of revenue collected within a City service provider's boundaries to such City service provider shall require the unanimous consent of all Cities serving on the District Advisory Committee.
- 3.4 Changes in District Territory. The parties hereto recognize that during the term of this Agreement changes in the District territory may occur, such as (i) territory outside the District may annex into the District, (ii) territory currently in the District may withdraw by annexation into a non-participating City, or (iii) unincorporated territory currently in the District may annex into a participating City. The District shall inform the District Advisory Committee of any such changes, and the District Advisory Committee shall review the Service Area Maps and the Formula and recommend any amendments to this Agreement necessary to adjust for such changes.
- 3.5 Incorporation of a City within District Boundaries. Should an unincorporated area within the District choose to incorporate during the life

of the District, the District Advisory Committee shall make a recommendation to the District Board of whether the newly-incorporated city qualifies as a service provider as such term is generally used in this Agreement, and if so to what extent the Formula should be adjusted to allow for a distribution to such new service provider. If the newly-incorporated city does not qualify as a service provider, the District Advisory Committee shall make a recommendation to the District Board regarding the impact, if any, of the new city on the provision of library services. Any proposed changes shall be addressed as an amendment to this Agreement.

#### **Section 4 General Provisions**

- 4.1 Indemnification. Each party shall release, defend, indemnify and/or hold harmless the other, its officers, commissioners, councilors, elected officials, employees, and agents, from and against all damages, claims, injuries, costs, or judgments that may in any manner arise as a result of the party's performance under this contract, subject to Oregon Tort claims limitations.
- 4.2 Governing Law. This Agreement shall be construed and governed in all respects in accordance with laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- 4.3 Savings. Should any portion of this Agreement or amendment there to be adjudged by a Court of appropriate final jurisdiction to be in violation of any local, state or federal law, then such portion or portions shall become null and void, and the balance of the Agreement shall remain in effect. All Parties shall immediately renegotiate any part of this Agreement found to be in such violation by the Court and to bring it into compliance with said laws.
- 4.4 Reasonable Attorney's Fees. In the event any action is brought to enforce, modify or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred in connection with such action or on appeal or review; said amount to be set by the court before which the matter is heard.
- 4.5 Notices. Formal notices, demands and communications between the Parties shall be deemed given three (3) business days after being sent by registered or certified mail, postage prepaid, return receipt requested to the principal offices of the party hereto, or upon confirmation of receipt via facsimile, electronic transmission, or hand delivery. Such written notices, demands and communication may be sent in the same manner to such other addresses and to such other persons and entities as either party may from time to time designate by mail as provided in this section.

- 4.6 No Personal Liability. No member, official, agent, or employee of the County, the District, or any City shall be personally liable to the other or any successor in-interest thereto in the event of any default or breach by such entity.
- 4.7 No Agency. Neither anything in this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties to this Agreement. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 4.8 Entire Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties or the predecessors in interest with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the party granting such waiver.
- 4.9 Further Action. The parties hereto shall, without additional consideration, acknowledge, execute, and deliver from time to time such further instruments as a requesting party may reasonably require to accomplish the purposes of this Agreement.
- 4.10 Non-Waiver of Rights. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach of any provision of this Agreement shall not constitute a waiver of any provision of this Agreement or limit the party's right thereafter to enforce any provision or exercise any right.
- 4.11 Time is of the Essence. A material consideration of the parties entering into this Agreement is that the parties will perform all obligations under this Agreement in a timely manner. Time is of the essence as to each and every provision of this Agreement.
- 4.12 Restricted Assignment. No party hereto may assign its rights, responsibilities or obligations hereunder to another party, by operation of law or otherwise, without (i) seeking and receiving an amendment of this Agreement, (ii) having said party join this Agreement on the terms, conditions and covenants herewith, and (iii) with a demonstration that such new party has the capability and durability to meet or exceed the levels of library service currently being provided by the party seeking to assign. The District Advisory Committee shall evaluate any request for assignment and make a recommendation to the District Board regarding

the granting or denial of the same based on the above criteria, including the District Advisory Committee’s determination of criteria (iii) above.

- 4.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.
  
- 4.14 Enforcement of Terms. The Parties hereto recognize that the District is relying on the good faith and commitments of the Library Cities to utilize the funding provided by the District in the promised manner. The Parties expect that to the extent there is any noncompliance or breach of this Agreement, the Parties will discuss such noncompliance or breach in the District Advisory Committee and encourage an effort towards compliance. If discussions and encouragement do not remedy the continued failure of a party to meet the Service Standards or other term of this Agreement, then the District Advisory Committee shall meet to consider an amendment to this Agreement to create incentives for compliance, including but not limited to withholding of District funds, reallocation of unincorporated residents to neighboring service areas, or other such actions as may be deemed appropriate. The Parties hereto agree that in an event of a material breach of this Agreement by one of the Parties, an amendment proposed to specifically address such breach shall require a two-thirds vote of the Library Cities, including but not limited to any amendment which would reduce the breaching City’s 100% return on assessments within such City’s boundaries, either via a Formula amendment or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS, AS THE GOVERNING BODY OF THE LIBRARY DISTRICT OF CLACKAMAS COUNTY	CLACKAMAS COUNTY BOARD OF COMMISSIONERS, AS THE GOVERNING BODY OF CLACKAMAS COUNTY
By: _____	By: _____
Title: Chair	Title: Chair
ATTEST:	ATTEST:

THE CITY OF CANBY	THE CITY OF ESTACADA
By: _____	By: _____
Title:	Title:
ATTEST:	ATTEST:

THE CITY OF GLADSTONE	THE CITY OF HAPPY VALLEY
By: _____	By: _____
Title:	Title:
ATTEST:	ATTEST:

THE CITY OF LAKE OSWEGO	THE CITY OF MILWAUKIE
By: _____	By: _____
Title:	Title:
ATTEST:	ATTEST:

THE CITY OF MOLALLA	THE CITY OF OREGON CITY
By: _____	By: _____
Title:	Title:
ATTEST:	ATTEST:

THE CITY OF SANDY	THE CITY OF WEST LINN
By: _____	By: _____
Title:	Title:
ATTEST:	ATTEST:

THE CITY OF WILSONVILLE
By: _____
Title:
ATTEST:



## Attachment A

1. For the purposes of this Agreement, the “Formula” shall be calculated consistent with the following concepts:

a. The District rate is \$0.3974 per \$1000 of assessed value.

b. Each year the District will receive the amount collected for the year plus delinquent taxes recovered from the previous year. The District will distribute funds when received using the formula described below and shown in the example.

2. The Formula has two components:

a. City Assessed Value Component: The annual distribution to a Library City for properties within its boundaries shall equal the assessed value of such Library City’s properties, as established annually by the Clackamas County Assessor, divided by the total assessed value of all properties in the District. This determines the Assessed Value Percentage Rate for each Library City. Each Library City will receive funds equal to the Assessed Value fund amount multiplied by its individual Assessed Value Percentage Rate.

b. Unincorporated Population Served Component: After calculation of each Library City’s Assessed Value fund amount, the District shall calculate the remaining funds to be distributed (the “Remainder Amount”) and distribute those funds based on the Unincorporated Population Served Percentage Rate based on the Service Area Maps attached to this Agreement as Attachment B. The term “Unincorporated Population” will also include residents of those cities that do not provide library services.

The Unincorporated Population Served Percentage Rate is determined by the number of unincorporated residents served by each City as allocated on the Service Area Maps divided by the total number of unincorporated residents within the District. Each Library City will receive funds equal to the Remainder Amount multiplied by its individual Unincorporated Service Area Percentage Rate.

3. Prior year recovered delinquencies and interest earned: Recovered delinquent taxes combined with any interest earned will be distributed to Library Cities based on the distribution percentage allocations calculated in the previous tax year.

Below are examples of the distribution of funds based on 2008 assessed values and population figures. The spreadsheet assumes the new Gladstone/Oak Lodge and Happy Valley libraries have not yet been constructed.

**Library District  
Distribution Formula**

<i>Assessed Value 2008</i>		
Total County Assessed Value (AV)	\$32,936,836,893	100%
Less: Non-Participating City AV	<u>\$(1,239,770,249)</u>	-4%
Equals: Total Library District AV	<u><u>\$31,697,066,644</u></u>	96%
Participating Cities:	Assessed Value	
Canby	\$999,941,295	6%
Estacada	\$179,662,976	1%
Gladstone	\$635,886,719	4%
Happy Valley	\$1,508,430,197	9%
Lake Oswego	\$4,756,391,295	28%
Milwaukie	\$1,467,817,328	9%
Molalla	\$409,821,923	2%
Oregon City	\$2,002,572,357	12%
Sandy	\$551,473,814	3%
West Linn	\$2,655,549,376	16%
Wilsonville	\$1,652,437,025	10%
Total Participating Cities AV	<u><u>\$16,819,984,305</u></u>	100%
Total Library District AV	\$31,697,066,644	100%
Less: Participating Cities AV	<u>\$(16,819,984,305)</u>	-53%
Equals: Unincorporated AV in District	<u><u>\$14,877,082,339</u></u>	47%

<i>Unincorporated Population Served 2008</i>		
Canby	10,221	6%
Estacada	16,802	9%
Gladstone	8,506	5%
Happy Valley	32,373	18%
Lake Oswego	3,305	2%
Milwaukie	10,756	6%
Molalla	15,001	8%
Oregon City	28,015	15%
Sandy	22,236	12%
West Linn	5,691	3%
Wilsonville	3,421	2%
Oak Lodge	28,036	15%
	<u><u>184,363</u></u>	100%

**Example Distribution Calculation**  
**Assuming \$12 million in tax receipts**

<b>Total District Tax Receipts</b>		
Total Tax Collected	\$12,000,000	100%
City Assessed Value	\$6,367,776	53%
Unincorporated Population Served	\$5,632,224	47%

<b>City Distribution of Receipts</b>				
	<i>Assessed Value</i>	<i>Pop Served</i>	<i>Total \$</i>	<i>%</i>
Canby	\$378,562	\$312,248	\$690,810	6%
Estacada	\$68,018	\$513,295	\$581,313	5%
Gladstone	\$240,736	\$259,855	\$500,592	4%
Happy Valley	\$571,067	\$988,984	\$1,560,051	13%
Lake Oswego	\$1,800,693	\$100,967	\$1,901,660	16%
Milwaukie	\$555,692	\$328,592	\$884,284	7%
Molalla	\$155,152	\$458,275	\$613,427	5%
Oregon City	\$758,142	\$855,848	\$1,613,990	13%
Sandy	\$208,779	\$679,302	\$888,081	7%
West Linn	\$1,005,348	\$173,858	\$1,179,206	10%
Wilsonville	\$625,586	\$104,510	\$730,096	6%
Oak Lodge	\$-	\$856,490	\$856,490	7%
	<u>\$6,367,776</u>	<u>\$5,632,224</u>	<u>\$12,000,000</u>	<u>100%</u>

## **Attachment B**

Service population maps are included as Attachment B.

1. The maps divide Clackamas County into library service areas. These areas are based on distance, roads, rivers, travel patterns, etc. and are intended to define where people are most likely to receive library service, and to give a Library City the ability to meet the library threshold standards in Attachment C. Each Library City's service area has been constructed by assigning Census tracts into library service areas. Based on census data compiled every 10 years, the population in each census tract will be verified and then the total unincorporated population within each service area will be used to calculate the Formula.
- ~~2. For the continuation of library service to the citizens in the Oak Lodge and Clackamas Corner areas, the service area boundaries and population served totals will not change until the new Happy Valley Library is open and the new Gladstone/Oak Lodge Library is open. As each new facility is opened to the public, the service population will be adjusted to the new agreed-upon boundaries found in this Attachment. The population service area changes and resulting increase in payments for unincorporated population served will take place in the fiscal year following the library opening.~~

**[See attached maps]**

**Attachment C**  
Service Standards

The Parties agree that all library service providers shall strive to meet OLA Threshold Standards, with a particular emphasis on:

**STAFFING:** Provide qualified staff employed by the library as outlined in the table below:

Population Served	Threshold Staffing Level
0 - 2,499	0.5 FTE, with high school diploma
2,500 - 4,999	0.35 FTE/1,000 served. Director has B.A.
5,000 - 9,999	0.35 FTE/1,000 served. Director has B.A.
10,000 - 24,999	0.35 FTE/1,000 served. Director has MLS.
25,000 - 49,999	0.35 FTE/1,000 served. Director has MLS. 1/5 of staff has MLS.
50,000 - 499,999	0.33 FTE/1,000 served. Director has MLS. 1/5 of staff has MLS.

**MATERIALS:** Provide the number of volumes in the library's total collection as spelled out in the table below:

Population served	Threshold Materials
<b>0 - 49,999</b>	Material collection of 5,000 items or two items per capita, whichever is greater.
<b>50,000+</b>	Material collection of two items per capita.

**ACCESS:** Provide and post open hours which fit the community's need, including evening and weekend hours, and provide the minimum standards listed in the table below:

Population served	Threshold
<b>0 - 4,999</b>	20 hours
<b>5,000 - 9,999</b>	30 hours
<b>10,000 - 24,999</b>	40 hours
<b>25,000 +</b>	50 hours

NOTE: Total staffing levels and material volumes may be constrained by current facility size limitations. The Parties understand and agree that a strategic plan that recognizes such size limitations and adjusts staff and material goals accordingly is an acceptable implementation of this standard.

**FACILITIES:** Spacious, modern facilities are essential for good library service. Library facilities should be conveniently located and easily accessible to all segments of the population. Projecting space needs based upon local library service goals, as part of the development of a library building program, is recommended as the most reliable method of planning library facilities.

## **Threshold Standards**

In order to meet threshold standards, each Oregon public library shall:

Provide a book drop when library is closed.

Provide a designated area to meet the needs of children.

Provide separate staff work area.

Provide a business telephone with a listed number.

Comply with ADA standards.

Provide sufficient parking.

Provide sufficient signs identifying the library, directing the public to the library, and within the library.

Provide a facility that is safe, secure, and well lighted.

Provide a public restroom, sufficient heating, and ventilation.

Provide facilities that are adaptable for technology.

Analyze space needs not less than every ten years, using current library facility planning materials.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

**FILED**

DEC 3 2008

Clackamas County Clerk

In the Matter of the Formation  
of the Library District of  
Clackamas County

ORDER NO. 2008-189

This matter coming before the Board at this time, and it appearing that by Order No. 2008-81 dated June 5, 2008, this Board initiated the formation of a county service district under ORS Chapter 451 for library services to be known as the "Library District of Clackamas County" (the "District") with the boundaries legally described on Exhibit A and shown on the map attached hereto as Exhibit B; and

It further appearing that this Board approved formation of the District pursuant to Board Order 2008-110 on July 17, 2008 for the purposes described in the attached Exhibit C; and

It further appearing that this matter came before the Board for a second public hearing on August 7, 2008 and that additional public testimony was received; and

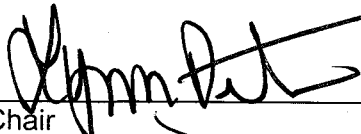
It further appearing that pursuant to Board Order 2008-135, this Board ordered an election on the question of formation of the District be held on November 4, 2008; and

It further appearing that an election was held with respect to the question on November 4, 2008, in which more than a majority of the relevant voters were in favor of formation of the District in the numbers set forth in the Clackamas County Clerk's Certificate of Election attached hereto as Exhibit D; and

NOW, THEREFORE, IT IS HEREBY ORDERED that for the purposes described on Exhibit C, a county service district named "Library District of Clackamas County" as legally described on Exhibit A and as shown on the map attached as Exhibit B is hereby formed.

DATED this 26<sup>th</sup> day of November, 2008.

BOARD OF COUNTY COMMISSIONERS

  
Chair

  
Recording Secretary

301 358

**EXHIBIT A**

Proposal No. CL-1408

**LEGAL DESCRIPTION**

All of Clackamas County, the boundaries of which being defined by Oregon Revised Statute 201.030,

Excepting therefrom any portion lying within the city of Johnson City, the city of Damascus and the city of Tualatin.

The boundary described by this legal description being shown on the attached Exhibit "C" which by this reference is made a part hereof.

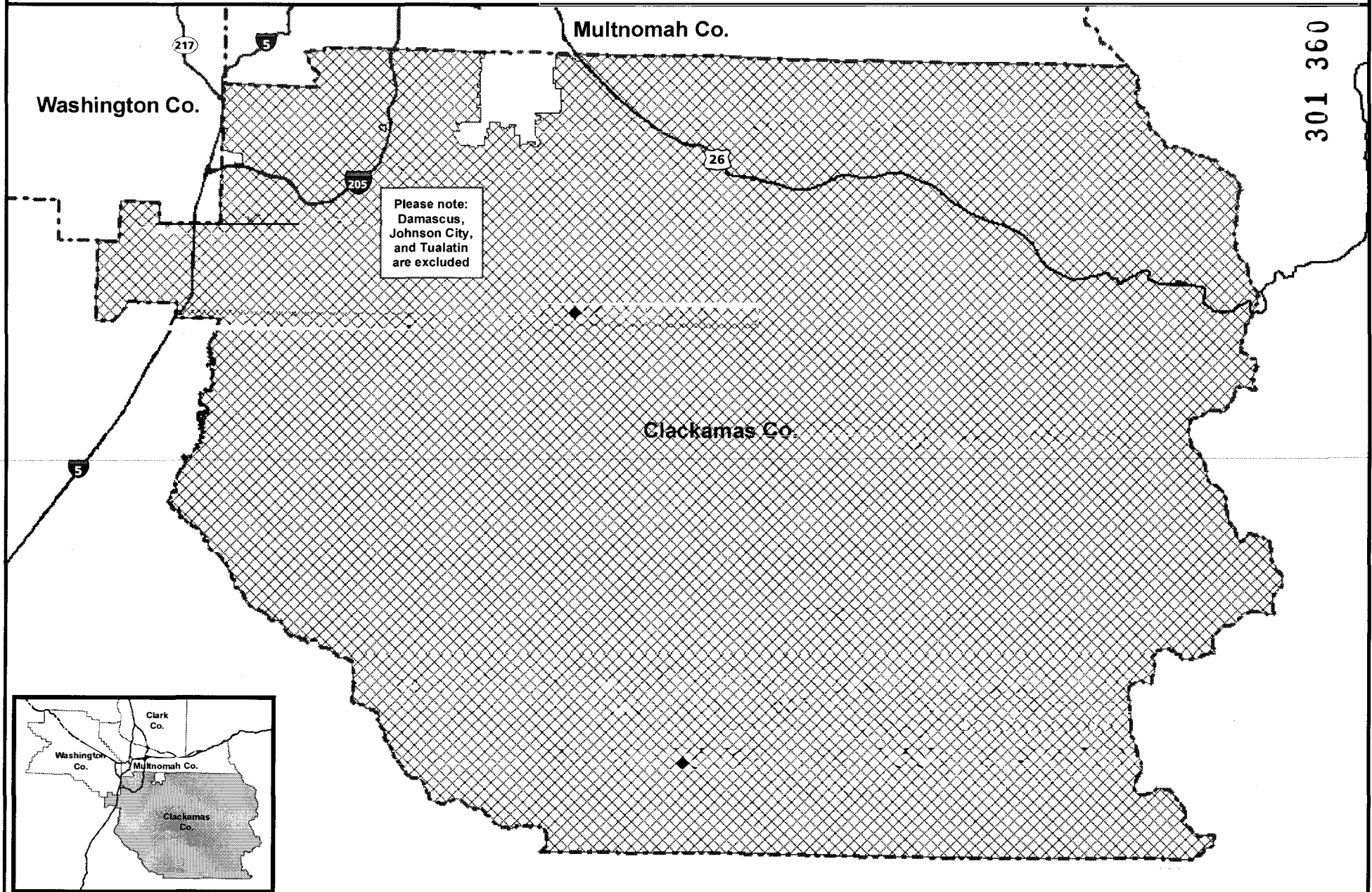


# Proposal No. CL1408

Attachment C  
Master Order and Measure 3-310

Formation of Library District of Clackamas County

Clackamas Co.



Data Resource Center  
600 NE Grand Ave  
Portland, OR 97232-2736  
(503) 797-1742  
<http://www.metro-region.org/drc>

- County boundary
- Library District of Clackamas County

Figure 1  
1:410,000

EXHIBIT **B**

Ken Martin Consulting  
P.O. Box 29079  
Portland, OR 97296-9079  
(503) 222-0955 **K M C**

**EXHIBIT C**

The purposes of the Library District of Clackamas County are:

1. To provide a dedicated, stable funding source for the support of library services.
2. To raise revenue to be distributed to the existing city and county-operated libraries in the system. Formation of the District should provide sufficient funding to raise the service levels at all facilities to the most basic ("Threshold") level recommended by the Oregon Library Association.

NUMBERED KEY CANVASS  
 RUN DATE:11/21/08 08:59 AM

Clackamas County, Oregon  
 General Election  
 November 4, 2008

Master Order and Measure 3-310

REPORT-EL52 PAGE 0168

3-310 ESTABLISH A COUNTYWIDE LIBRARY SERVICE DISTRICT  
 IN CLACKAMAS COUNTY

Vote for 1  
 01 = Yes 104,082 61.25  
 02 = No 65,848 38.75

WITH 187 OF 187 PRECINCTS REPORTING

VOTES PERCENT

03 = OVER VOTES 42  
 04 = UNDER VOTES 16,019

	01	02	03	04
0001 1	783	295	2	83
0002 2	804	373	0	116
0003 3	596	304	0	88
0005 5	667	310	0	105
0006 6	602	341	1	73
0007 7	1121	826	0	164
0008 8	1040	824	0	147
0009 9	617	521	1	100
0011 11	888	626	1	149
0012 12	1249	770	0	214
0031 31	339	96	0	47
0032 32	310	176	0	51
0033 33	711	487	1	111
0034 34	703	495	0	142
0038 38	416	318	1	100
0039 39	661	477	0	85
0051 51	937	271	0	142
0053 53	534	322	0	88
0054 54	547	274	0	95
0056 56	505	260	0	79
0057 57	789	306	0	106
0058 58	423	298	0	73
0060 60	678	367	1	114
0062 62	644	422	0	102
0063 63	614	352	0	117
0064 64	580	392	1	94
0090 90	3	2	0	0
0091 91	84	50	0	18
0092 92	49	23	0	5
0093 93	70	53	0	15
0094 94	30	28	0	7
0095 95	1	7	0	1
0096 96	1893	1530	0	353
0097 97	160	128	0	43
0098 98	950	729	0	156
0101 101	1216	699	0	169
0102 102	986	669	0	167
0106 106	614	430	0	78
0111 111	630	358	0	55
0112 112	1043	638	0	110
0116 116	316	236	0	55
0117 117	109	123	0	7
0122 122	1217	595	0	137
0123 123	379	145	0	36
0124 124	1240	664	0	117
0125 125	932	375	3	132
0126 126	903	395	1	101
0130 130	1240	903	0	240
0131 131	1244	917	1	259
0132 132	1110	704	0	177
0134 134	1037	557	1	169
0135 135	649	400	0	129
0136 136	639	378	0	94
0138 138	878	580	1	171

NUMBERED KEY CANVASS

Clackamas County, Oregon

General Election

November 4, 2008

RUN DATE:11/21/08 08:59 AM

REPORT-EL52

PAGE 0169

WITH 187 OF 187 PRECINCTS REPORTING

VOTES PERCENT

VOTES PERCENT

3-310 ESTABLISH A COUNTYWIDE LIBRARY SERVICE DISTRICT  
IN CLACKAMAS COUNTY

Vote for 1

01 = Yes	104,082	61.25
02 = No	65,848	38.75

03 = OVER VOTES	42
04 = UNDER VOTES	16,019

(CONTINUED FROM PREVIOUS PAGE)

	01	02	03	04
0139 139	842	543	0	143
0140 140	515	246	0	89
0151 151	854	357	2	119
0152 152	595	332	1	101
0153 153	933	371	0	194
0154 154	858	553	0	238
0155 155	1096	504	1	191
0157 157	438	316	0	96
0158 158	676	417	2	141
0159 159	662	455	0	121
0160 160	698	517	0	119
0162 162	951	615	0	172
0163 163	918	545	0	177
0164 164	632	340	1	162
0165 165	734	442	0	99
0166 166	789	515	0	145
0167 167	767	419	1	200
0169 169	377	276	0	99
0170 170	11	7	0	5
0171 171	10	10	0	7
0201 201	870	404	0	101
0202 202	994	403	0	175
0203 203	767	330	0	116
0204 204	535	246	1	63
0205 205	633	349	0	89
0206 206	1149	625	0	207
0300 300	421	288	0	84
0301 301	441	284	0	77
0302 302	321	198	1	60
0303 303	503	303	0	89
0305 305	45	21	0	2
0306 306	73	40	0	8
0313 313	266	192	0	41
0326 326	443	388	0	94
0327 327	550	712	0	140
0328 328	31	36	0	17
0336 336	577	488	0	78
0337 337	609	629	2	98
0343 343	294	203	0	28
0344 344	634	519	0	86
0345 345	126	95	0	18
0346 346	748	418	0	88
0349 349	383	232	0	51
0350 350	591	446	1	50
0351 351	575	465	0	44
0353 353	451	375	0	37
0354 354	418	333	0	53
0355 355	456	304	0	46
0356 356	384	272	0	34
0357 357	424	396	0	50
0361 361	257	233	0	39
0362 362	586	525	0	68
0363 363	46	16	0	10
0364 364	460	394	1	47

NUMBERED KEY CANVASS

Clackamas County, Oregon  
General Election  
November 4, 2008

REPORT-EL52 PAGE 0170

RUN DATE:11/21/08 08:59 AM

WITH 187 OF 187 PRECINCTS REPORTING

VOTES PERCENT

VOTES PERCENT

3-310 ESTABLISH A COUNTYWIDE LIBRARY SERVICE DISTRICT  
IN CLACKAMAS COUNTY

Vote for 1

01 = Yes	104,082	61.25
02 = No	65,848	38.75

03 = OVER VOTES	42
04 = UNDER VOTES	16,019

(CONTINUED FROM PREVIOUS PAGE)

	01	02	03	04
0365 365	361	356	0	44
0366 366	516	510	0	68
0368 368	58	58	0	14
0371 371	324	205	1	47
0372 372	866	629	2	117
0373 373	726	507	1	91
0375 375	204	177	0	21
0377 377	512	507	0	61
0381 381	1046	404	0	83
0382 382	264	137	0	35
0383 383	703	284	0	49
0390 390	17	19	0	5
0394 394	57	85	0	6
0401 401	17	12	0	2
0402 402	431	367	0	52
0403 403	227	306	0	61
0404 404	388	423	0	90
0405 405	670	820	0	164
0407 407	360	346	0	58
0411 411	727	444	0	94
0412 412	888	481	0	160
0413 413	345	267	0	66
0414 414	751	553	0	143
0422 422	74	43	0	5
0441 441	240	112	1	44
0442 442	729	430	0	116
0443 443	265	196	0	36
0444 444	103	109	0	23
0445 445	582	367	0	108
0446 446	474	242	0	68
0451 451	479	151	0	129
0452 452	245	141	0	44
0453 453	714	430	0	112
0454 454	1044	616	0	191
0475 475	763	479	2	126
0478 478	203	79	0	29
0480 480	424	315	0	63
0481 481	1285	616	0	207
0491 491	238	129	0	50
0503 503	700	382	1	74
0505 505	627	318	0	83
0506 506	389	216	0	56
0507 507	618	249	0	87
0521 521	675	257	0	92
0522 522	342	39	0	34
0523 523	134	20	0	20
0525 525	735	304	0	81
0526 526	676	349	0	59
0530 530	655	354	0	86
0531 531	661	310	0	97
0532 532	377	231	0	41
0533 533	540	238	0	54
0538 538	440	222	0	57
0549 549	521	280	0	75

WITH 187 OF 187 PRECINCTS REPORTING

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IN CLACKAMAS COUNTY

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(CONTINUED FROM PREVIOUS PAGE)

	01	02	03	04
0550 550	695	513	0	97
0551 551	605	328	0	59
0552 552	593	362	1	85
0553 553	61	45	0	14
0555 555	831	557	0	120
0560 560	492	341	0	60
0561 561	85	56	0	5
0562 562	444	295	1	53
0563 563	830	401	0	105
0565 565	496	384	1	67
0567 567	304	197	0	37
0568 568	304	242	0	53
0575 575	824	657	1	121
0576 576	190	217	0	26
0577 577	555	530	0	86
0578 578	265	219	0	47
0580 580	681	523	0	82
0581 581	423	407	0	51
0582 582	330	238	0	46
0583 583	243	163	0	36
0585 585	279	208	0	44
0586 586	665	546	0	62
0587 587	421	315	0	59
0588 588	23	10	0	3
0589 589	236	212	0	31

CERTIFIED COPY OF THE ORIGINAL  
SHERRY HALL, COUNTY CLERK  
BY: *Sherry Hall*, County Clerk

# Measure 3-310

## Ballot Title

### ESTABLISH A COUNTYWIDE LIBRARY SERVICE DISTRICT IN CLACKAMAS COUNTY

**QUESTION:** Shall District be formed for countywide libraries to restore hours and retain services; \$0.3974 per \$1000 assessed value beginning FY2009?

**SUMMARY:** If approved, the "Library Service District of Clackamas County" ("Library District") would be formed. Its territory would be countywide, exempting the cities of Damascus, Johnson City, and that portion of Tualatin within Clackamas County. Creation of the Library District would do the following:

- Provide permanent and dedicated library funding;
- Allow libraries to make basic repairs and library improvements;
- Restore all libraries' ability in the Library District to purchase more books and materials; and
- Prevent reductions in services and closure of some city libraries.

Declining federal funding to counties creates a shortfall for local programs, including libraries. The creation of a Library Service District would ensure a dedicated long-term funding source for library services, allowing libraries to retain educational resources and programs.

The Library District would be governed by the Board of County Commissioners and advised by an independent citizen committee. All of the monies shall be spent on library operations and services. An annual audit is available to the public.

## Explanatory Statement

If approved, the "Library Service District of Clackamas County" ("Library District") would be formed. Its territory would be countywide, exempting the cities of Damascus, Johnson City, and that portion of Tualatin within Clackamas County.

### Current Library Services

The libraries of Clackamas County currently work together to provide important community services, including:

- **Educating youth:** Public libraries shoulder a greater proportion of this role today as school library budgets are cut.
- **Fostering literacy:** Libraries support literacy education efforts by providing teaching resources and space for tutoring.
- **Providing information and referral services:** Libraries provide information in areas of personal interest, research, business development, or to support recreational interests.
- **Serving pre-school children:** Libraries provide educational opportunities by supplying rotating collections of books to pre-school centers, holding weekly story hours and craft events and special programs directed at pre-school children.
- **Serving the elderly and home-bound:** Libraries provide rotating collections housed in retirement centers and direct loan service to home-bound, and provide large print and audio books.
- **Providing cultural opportunities:** Artistic, musical, and cultural experiences are held at libraries usually without fee and libraries in Clackamas County provide "Cultural Passes" so that patrons can take their children to museums and gardens free of charge.

This work is currently supported by annual payments from the County general fund to supplement city libraries and provide fund-

ing for County operation of three libraries serving unincorporated residents. The County also funds the Library Network allowing the libraries to connect electronically, share their collections and work together to more efficiently provide library services.

### Rationale for Proposal

However, declining federal funding to counties, including Clackamas County, has created a shortfall for local programs, including libraries. Clackamas County can no longer provide supplemental funding to city libraries or operate the three existing county libraries. The county has announced that, barring new funding, the three county libraries will close on June 30, 2009, and county-provided supplemental funding to city libraries will be reduced by 20% per year for the next five years, ending completely in 2014.

### What the New District Would Provide

The creation of a Library District would ensure a stable, dedicated, and long-term funding source for library services, allowing libraries to retain their educational resources and programs. The Library District would implement a permanent rate of \$0.3974 per \$1,000 assessed value to exclusively fund library services. A home assessed at \$200,000 would pay approximately \$79.48 per year. This dedicated funding would allow the libraries in Clackamas County to stay open and continue their programs.

### District Governance

The Library District would be governed by the Board of County Commissioners and advised by an independent citizen committee representing each library in the District. Each of these libraries would be required to ensure representation of both city and unincorporated residents on their local library board, whose designated member will then serve and represent their library on the District Advisory Board. An annual audit of District finances would be conducted and made available to the public.

*(This information furnished by Christopher B. Storey, Assistant County Counsel.)*

# Measure 3-310

Measure 3-310 Formation of Library District of Clackamas County

