

# CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Sitting/Acting as (if applicable)

## Policy Session Worksheet

**Presentation Date:** November 29, 2023      **Approx. Start Time:** 11:30 am      **Approx. Length:** 30 Minutes

**Presentation Title:** Capital Uses of Library District Revenue

**Department:** County Counsel

**Presenters:** Jeffrey Munns, County Counsel, Senior

**Other Invitees:** Dan Johnson, Sarah Eckman

**WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?** Direction to staff to work with the Library Cities to negotiate and bring forward an amendment to the Master Library District IGA, and or direction to prepare a Board Order that interprets the Master Order to either authorize, or prohibit, these uses.

**EXECUTIVE SUMMARY:** The Library District Master Order allows for district revenue to be used by libraries to provide services and maintain those services at the “threshold level”. This standard includes the provision of a facility adequate to provide these services. When the Library District was formed the Estacada Library Capital District taxed property within its boundary to provide capital funds for the library. State law does not allow for two districts to tax property for the same purpose and subject owners to double taxation. The Estacada district has since been dissolved and no longer assesses property within Clackamas County. There exists a split opinion within the library community concerning the use of Library District revenue for capital purposes. Some people object to this use due to the original need to differentiate the Library District from the Estacada District and to provide stable funding for library operations. Others within the community believe that the use of district revenue for capital purposes is now acceptable and necessary to provide adequate services to the residents of Clackamas County.

### **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? N/A
- How does this item align with the County’s Performance Clackamas goals? Building public trust through good government.

**LEGAL/POLICY REQUIREMENTS:**

It has been the opinion of County Counsel’s office that due to the existence of the Estacada Library Capital District at the time of formation of the Library District of Clackamas County the Master Order was intentionally focused on providing funding for library services. Now that the Estacada district is dissolved the taxing conflict is no longer a restriction.

The Master Order does not clarify what Library District revenue must be spent on other than:

- 1. To provide a dedicated, stable funding source for the support of library services.
- 2. To raise revenue to...provide sufficient funding to raise the service levels at all facilities to the most basic (“Threshold”) level recommended by the Oregon Library Association.

The “threshold” service standards for a facility are contained in the attached Oregon Library Association Standards for Oregon Public Libraries, Section G, p. 12. The standards are silent on what entity must pay for capital or operations costs. It is conceivable that capital expenditures may be necessary to provide a facility that can meet these standards. Some costs, such as providing a telephone with a listed number, signs, a facility that is safe, secure, and well lighted, may be accomplished through operations expenses. Where an investment in sufficient parking, a separate staff work area, or ADA accessible facilities may require construction or modification of the facility that would require a capital investment.

At this time County Counsel’s office does not see a significant legal obstacle to taking either path of allowing or restricting the use of Library District revenue for capital expenses provided it complies with the Master Order, Master IGA, and the Oregon Library Standards.

**PUBLIC/GOVERNMENTAL PARTICIPATION:** These questions have been discussed by members of the Library District Advisory Committee (LDAC) at their meetings. The cities and Library Directors have also discussed these questions with County Library Network staff. The question remains unresolved and direction from the Board of County Commissioners as the Board of Directors of the Library District of Clackamas County is necessary.

**OPTIONS:**

- 1. Revise the Master IGA with the Cities to reinterpret the appropriate use of funds to include capital expenses;
- 2. Adopt a Board Order that interprets the Master Order to either authorize, or prohibit these uses; or,
- 3. No action at this time.

**RECOMMENDATION:**

- 1. Work with the Library Cities to Amend the Master IGA to clarify the appropriate use of Library District Revenue for capital expenses.

**ATTACHMENTS: Master Order, Master IGA with Amendment 3, Oregon Library Association Standards.**

**SUBMITTED BY:**

Division Director/Head Approval \_\_\_\_\_  
 Department Director/Head Approval \_\_\_\_\_  
 County Administrator Approval \_\_\_\_\_

For information on this issue or copies of attachments, please contact Jeffrey Munns in the Office of County Counsel at 503-655-8362

**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

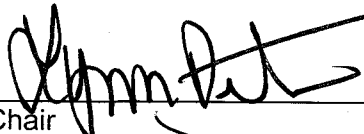
It further appearing that pursuant to Board Order 2008-135, this Board ordered an election on the question of formation of the District be held on November 4, 2008; and

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.

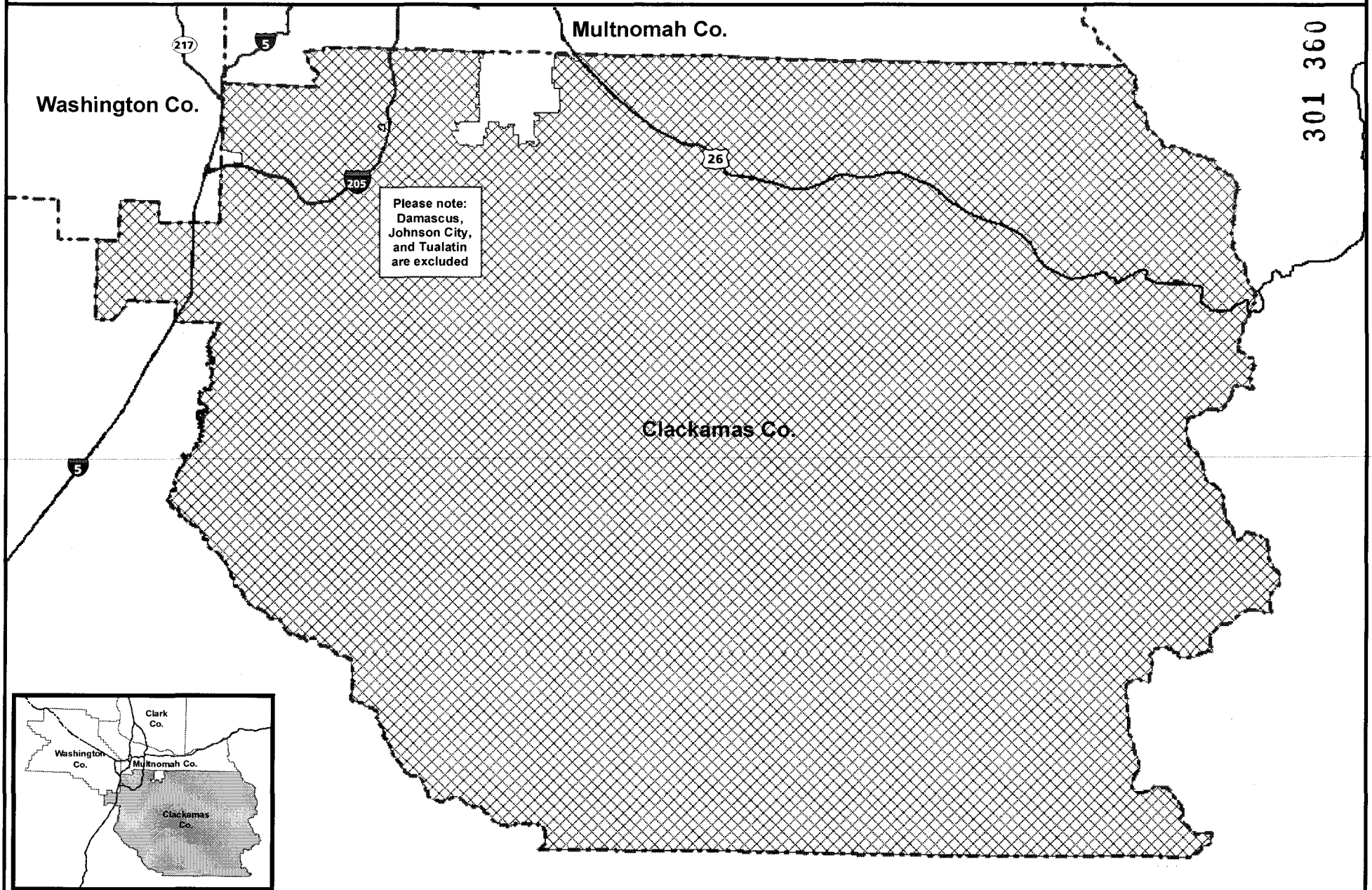
The boundary described by this legal description being shown on the attached Exhibit "C" which by this reference is made a part hereof.

# Proposal No. CL1408

Formation of Library District of Clackamas County

Clackamas Co.

2008-189



Please note:  
Damascus,  
Johnson City,  
and Tualatin  
are excluded



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.

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, 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;

NOW, THEREFORE, the District and 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.
- 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.
- 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.

## **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 attorneys 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
By: _____
Title: <u>Chair</u> _____
ATTEST: _____

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

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

THE CITY OF HAPPY VALLEY	THE CITY OF LAKE OSWEGO
By: _____ Title: _____	By: _____ Title: _____
ATTEST: _____	ATTEST: _____

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

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

THE CITY OF SANDY	THE CITY OF WEST LINN
By: _____ Title: _____	By: _____ 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	\$(1,239,770,249)	-4%
Equals: Total Library District AV	\$31,697,066,644	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	\$16,819,984,305	100%
Total Library District AV	\$31,697,066,644	100%
Less: Participating Cities AV	\$(16,819,984,305)	-53%
Equals: Unincorporated AV in District	\$14,877,082,339	47%

<i>Unincorporated Population Served 2008</i>		
Canby	10,221	6%
Estacada	16,802	9%
Gladstone	8,506	5%
Happy Valley (Town Center)	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%
	184,363	100%



<i>Example Distribution Calculation</i> <i>Assuming \$12 million in tax receipts</i>		
<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>	
			\$	%
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 (Town Center)	\$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%
	\$6,367,776	\$5,632,224	\$12,000,000	100%

## **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:

<b>Population Served</b>	<b>Threshold Staffing Level</b>
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:

<b>Population served</b>	<b>Threshold Materials</b>
<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:

<b>Population served</b>	<b>Threshold</b>
<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.

AMENDMENT NO. 3  
TO THE  
COOPERATIVE INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE LIBRARY DISTRICT OF CLACKAMAS COUNTY  
AND  
LIBRARY CITIES

THIS AMENDMENT NO. 3 (this “Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Library District of Clackamas County (the “District”) a county service district formed under ORS Chapter 451, Clackamas County, a political subdivision of the State of Oregon (“County”), each of the Cities of Canby, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn, and Wilsonville (each, a “City” and collectively, the “Library Cities”).

WHEREAS, the District, the County and the Library Cities entered into that certain intergovernmental agreement regarding the distribution of funds from the District to the County and Library Cities in support of the provision of library services to the residents of the District (the “Agreement”); and

WHEREAS, in August 2016, the City of Gladstone filed suit against Clackamas County for breach of contract stemming from an IGA between the parties for the construction of a library within the City of Gladstone; and

WHEREAS, on October 16, 2017, the County and the City of Gladstone entered into a Settlement Agreement which contemplates the County will construct and operate two new libraries, one located within the City of Gladstone, and one located in unincorporated Clackamas County within the Oak Lodge Library service area with a specific site to be determined after appropriate public input; and

WHEREAS, as part of the Settlement Agreement, Clackamas County agreed to undertake good faith efforts to effectuate and support any amendments to this Agreement necessary to implement the terms of the Settlement Agreement; and

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

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

1. This Agreement’s section 1.6 and Attachment B are hereby amended and restated to read in their entirety:

1.6 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.

### 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.

[See attached maps]

2. A new section 2.4 is hereby added to this Agreement to read in its entirety:

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.

3. Except as set forth herein, the District, County, and the Library Cities ratify the remainder of the Agreement and affirm that no other changes are made hereby.

*[Signature Page Follows]*

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.

**DISTRICT & COUNTY**

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

**LIBRARY CITIES**

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


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.

**DISTRICT & COUNTY**

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

**LIBRARY CITIES**

THE CITY OF CANBY	THE CITY OF ESTACADA
By: _____	By: <u>Denise Carey</u>
Title: _____	Title: <u>City Manager</u>
ATTEST: _____	ATTEST: <u>Smain</u>

THE CITY OF GLADSTONE	THE CITY OF HAPPY VALLEY
By: <u></u>	By: _____
Title: <u>Mayor</u>	Title: _____
ATTEST: <u>Jami Bannick</u>	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: _____



<b>THE CITY OF GLADSTONE</b>	<b>THE CITY OF HAPPY VALLEY</b>
By: _____	By: <u>John Lee</u>
Title: _____	Title: <u>City Manager</u>
ATTEST: _____	ATTEST: _____

<b>THE CITY OF LAKE OSWEGO</b>	<b>THE CITY OF MILWAUKIE</b>
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

<b>THE CITY OF MOLALLA</b>	<b>THE CITY OF OREGON CITY</b>
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: <u>Kent Stuchlik</u>	By: _____
Title: <u>Mayor</u>	Title: _____
ATTEST: <u>Anne Marie Simpson</u>	ATTEST: _____

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

THE CITY OF LAKE OSWEGO	THE CITY OF MILWAUKIE
By: _____ Title: _____	By: <u><i>[Signature]</i></u> Title: <u><i>City Manager</i></u>
ATTEST: _____	ATTEST: _____

THE CITY OF MOLALLA	THE CITY OF OREGON CITY
By: _____ Title: _____	By: _____ 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: <u><i>[Signature]</i></u>	By: _____
Title: <u>CITY MANAGER</u>	Title: _____
ATTEST: <u><i>Keeey A Richardson</i></u>	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: <u>Anthony J. Konkol III</u>
Title: _____	Title: <u>City Manager</u>
ATTEST: _____	ATTEST: <u>Katti Riggs, City Recorder</u>

AMEN #3  
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THE CITY OF SANDY	THE CITY OF WEST LINN
By: <u>Kenn E. Jamashita</u>	By: _____
Title: <u>City manager</u>	Title: _____
ATTEST: <u>Kenn E. Jamashita</u>	ATTEST: _____

THE CITY OF WILSONVILLE	CLACKAMAS COUNTY AS LIBRARY CITY FOR THE OAK LODGE LIBRARY SERVICE AREA
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF SANDY	THE CITY OF WEST LINN
By: _____	By: <u>Gilem Steier</u>
Title: _____	Title: <u>City Manager</u>
ATTEST: _____	ATTEST: <u>Kathy Mollway</u>

THE CITY OF WILSONVILLE	CLACKAMAS COUNTY AS LIBRARY CITY FOR THE OAK LODGE LIBRARY SERVICE AREA
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	CLACKAMAS COUNTY AS LIBRARY CITY FOR THE OAK LODGE LIBRARY SERVICE AREA
By: 	By: _____
Title: <u>City Manager</u>	Title: _____
ATTEST: 	ATTEST: _____



# STANDARDS FOR OREGON PUBLIC LIBRARIES

## INTRODUCTION

Since the 1940s it has been a common practice of national and state library associations to adopt standards for public library service. Such standards have generally provided a means by which library managers, citizen library board members, and local officials can assess whether the resources that are being provided for local library service are sufficient. The American Library Association maintained a set of standards for public library services until 1966, when the decision was made to follow a new approach that emphasizes local needs assessment, planning, and evaluation. While more and more public libraries are adopting this new approach, there still appears to be a need for public library standards which represent a consensus of professional opinion on what is necessary to the provision of quality library service.

In response to this need, the leadership of the Oregon Library Association appointed a task force in 1987 to develop a set of standards for Oregon public libraries, *The Standards for Oregon Public Libraries: 1988*. There was a revision of these standards adopted in 1994. The present document represents a major revision of the standards by the Public Library Division of the Oregon Library Association to meet current public library needs.

It should be noted that the standards are not a measurement of effort or dedication of local library staff. It can be difficult for public libraries, particularly smaller libraries, to achieve even the threshold level because of the size of the supporting tax base. Libraries are encouraged to explore the formation of alliances to increase resources available to them.

## **A. GOVERNANCE (Revised 2010)**

Governance Standards ensure that each Oregon public library shall be legally established, publicly funded, and publicly managed in a way that insures transparency and accountability to the taxpayers; shall be responsive to the community served, and shall have policies and procedures in place to establish competent library management and lawful employment practices.

### Threshold Standards

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

Meet all provisions of the Oregon Library Benchmark (see appendix).

Have a Library Board, which meets at least quarterly and have written bylaws.

Produce an annual statistical report, filed with the state library.

Have a written mission statement.

Adopt and periodically review policies and procedures responsive to the local community, and are modeled on ALA policies when available. Standard ALA policies include:

- Library Bill of Rights
- Confidentiality of Library Records
- Freedom to Read
- Freedom to View
- Free Access to Libraries for Minors

Have written policies and procedures in place, covering:

- Circulation
- Collection Development and Maintenance
- Emergencies and Safety
- Finances
- Gifts and Donations
- Human Resources
- Interlibrary and Interagency Cooperation
- Internet and Other Technology Issues
- Patron Suggestions
- Public Relations
- Rules of Conduct for Library Users

Other policies and procedures should be adopted as appropriate to the library's mission, goals, and facility. These may include:

- Exhibits and Displays
- Programming
- Use of Library Meeting Rooms and Equipment.

### Adequate Standards

In order to meet adequate standards, Oregon public libraries shall meet threshold standards and in addition:

- Have a written long range plan, including a technology plan.
- Provide orientation and continuing education for Library Board.
- Create a disaster preparedness plan.

### Excellent Standards

In order to meet excellent standards, Oregon public libraries shall meet adequate standards and in addition:

- Hold an annual retreat attended by Library Board and Library Director that includes a self-evaluation process.

## **B. ACCESS (Revised 2004)**

Accessibility is an essential component of good library service. Access includes a quantitative measure (shown in the table) as well as qualitative measures. Library hours should reflect community need with a proportion of open hours in the evenings after 5:00 p.m. and on weekends. Services such as reference, reader's advisory, and services to youth are an integral component of library services and should be available whenever the building is open to the public. Alternate methods of delivery of service need to be explored for populations unable to come to the library facility.

### Threshold Standards

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

Provide open hours which fit the community's need, including evening and weekend hours, and post them.

Make available all public areas and all basic public services during all open hours. Basic public services include circulation, reference and reader's advisory to all ages, interlibrary loan, and assistance to the public in the use of technology.

Provide an alternate method of access to library services if driving time to a public library exceeds 30 minutes (e.g., online access, kiosk, branch or consortium partner, bookmobile, mail, etc.).

Provide public and staff access to PC's.

Provide checkout resources sufficient to ensure that wait times do not exceed community standards.

Provide access to an electronic catalog of the library's holdings that is web accessible.

Provide sufficient in-house access to the online catalog to ensure that wait times do not exceed community standards.

Provide in-house and remote access to the full-text state newspaper of record and all databases offered through the subsidized statewide database program.

Offer a simple web page with current basic library information (contact information, hours, directions), a local email contact, and links to the statewide database program and the statewide digital reference program.

### Adequate Standards

In order to meet adequate standards, Oregon public libraries shall meet threshold standards and in addition:

Provide sufficient resources to ensure, on average, no wait times for in-house access to the online catalog.

Provide remote online access to the library catalog 24 hours per day.

Provide remote access to additional general and specialized databases to meet community needs. Participate in the development and maintenance of a web page, either independently or through a consortium, including portals to multiple online resources appropriate to the community and which support library programs.

Provide outreach programs, either independently or through a consortium, to at least one selected underserved group; e.g., preschool, non-English speaking, homebound, prison.

## Excellent Standards

In order to meet excellent standards, Oregon public libraries shall meet adequate standards and in addition:

Offer the same level, quality, and spectrum of services during all open hours.

Provide a branch within 15 minutes driving time in an urban setting; in a rural setting, provide a physical presence in every population center. Physical presence includes a kiosk, branch, bookmobile, or station.

Provide outreach programs to all significant underserved groups; e.g., preschool, non-English speaking, homebound, prison.

Provide separately networked wired or wireless internet connection for patrons, for personal laptop usage and access to the Internet for personal convenience.

Create, maintain, and offer remote access to databases of value to the community (e.g., I&R, local history, local newspaper indexing, etc.), either independently or through a consortium.

Provide patrons with seamless access to materials beyond their local collection; e.g., sharing an online catalog with another library or library system, print on demand, etc.

## Quantitative Standards

Total unduplicated hours the library is open to the public at all facilities

<b>Population served*</b>	<b>Threshold</b>	<b>Adequate</b>	<b>Excellent</b>
<b>0 - 4,999</b>	20	35	50
<b>5,000 - 9,999</b>	30	45	60
<b>10,000 - 24,999</b>	40	55	70
<b>25,000 +</b>	50	60	75

\*For service population, use the figure determined annually for each public library by the Oregon State Library.

## **C. STAFF (Revised 2006)**

Public libraries are primarily service organizations, and as such, the quantity and qualifications of staff are an essential component of good library service. Staffing needs will vary depending on a library's mission and goals. Note that the standards require a paid staff member to be present whenever the building is open to the public and also require certain service skills to be available, such as assistance to the public in use of technology. These are not necessarily the same people.

### Threshold Standards

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

Have access to a paid MLS librarian (on staff, contract, shared with other libraries) who makes recommendations for decision-making in youth, adult, and technical services.

Hire a paid Library Director, who works the number of hours per week that the library is open to the public (up to 40 hours/week).

Make available paid library staff 100% of the time that the library is open to the public.

Make available, during all open hours, person(s) trained to provide basic library services to all ages, including reference service, reader's advisory, and technology support.

Have available written job descriptions for library staff. There should be a defined salary and benefits package for each job description that falls within the range of the average of all library services staff in each category for similar-sized entities. These are based on established norms, such as defined by the Oregon Local Government Personnel Institute.

Provide a salary and benefits package at or above the median of that for all library services staff in each category for similar positions in same jurisdiction or in other local government bodies in the community.

Budget funds equal to 1% of the total salaries and wages budget for staff development direct costs.

### Adequate Standards

In order to meet adequate standards, Oregon public libraries shall meet threshold standards and in addition:

Make available, during all open hours, sufficient trained staff to provide a professional level of library services to all ages, including reference service, reader's advisory, and technology support.

Provide a salary and benefits package at or above the median of that for all library services staff in each category for similar positions in same jurisdiction or in other local government bodies in the community.

Budget funds equal to 2% of the total salaries and wages budget for staff development direct costs.

### Excellent Standards

In order to meet excellent standards, Oregon public libraries shall meet adequate standards and in addition:

Make available during all open hours, sufficient trained staff to provide an advanced professional level of library services to all ages, including reference service, reader's advisory, and technology support.

Staff at all levels shall receive salary and benefits package within 10% of the highest for similar positions in same jurisdiction or in other local government bodies in the community.

Budget funds equal to 3% of the total salaries and wages budget on staff development direct costs.

Staff create an annual staff development plan supported and funded by library management.

**Quantitative Standards**

**Number & Qualifications of Staff employed by the Library at all facilities**

Staff qualifications are listed in the table below for Library Director and professional staff only. Other staff will have appropriate education and training for their positions.

Libraries with more than one staffed service outlet, e.g. branch, bookmobile, should add approximately 0.01 FTE/1,000 served to the staffing requirement for each additional outlet. For example, a library serving 50,000 with a main library and two branches should have 0.42 FTE/1,000 served to be considered adequate. The figure will vary with outlet size and proportion of duplicated service hours.

<b>Population served*</b>	<b>Threshold</b>	<b>Adequate</b>	<b>Excellent</b>
<b>0 - 2,499</b>	0.5 FTE, with high school diploma	1 FTE or 0.5 FTE/1,000 served, whichever is greater. Director has a B.A.	2 FTE or 1 FTE/1,000 served, whichever is greater. Director has a B.A.
<b>2,500 - 4,999</b>	0.35 FTE/1,000 served. Director has a B.A.	0.5 FTE/1,000 served. Director has a B.A.	1 FTE/1,000 served. Director has an MLS.
<b>5,000 - 9,999</b>	0.35 FTE/1,000 served. Director has a B.A.	0.5 FTE/1,000 served. Director has an MLS.	1 FTE/1,000 served. Director has an MLS. 1/4 of staff has MLS.
<b>10,000 - 24,999</b>	0.35 FTE/1,000 served. Director has an MLS.	0.5 FTE/1,000 served. Director has an MLS. 1/4 of staff has MLS.	0.7 FTE/1,000 served. Director has an MLS. 1/3 of staff has MLS.
<b>25,000 - 49,999</b>	0.35 FTE/1,000 served. Director has an MLS. 1/5 of staff has MLS.	0.5 FTE/1,000 served. Director has an MLS. 1/4 of staff has MLS.	0.7 FTE/1,000 served. Director has an MLS. 1/3 of staff has MLS.

<b>50,000 - 499,999</b>	0.33 FTE/1,000 served.  Director has an MLS. 1/5 of staff has MLS.	0.4 FTE/1,000 served.  Director has an MLS. 1/4 of staff has MLS.	0.5 FTE/1,000 served.  Director has an MLS. 1/3 of staff has MLS.
<b>500,000 +</b>	0.33 FTE/1,000 served.  Director has an MLS. 1/8 of staff has MLS.	0.4 FTE/1,000 served.  Director has an MLS. 1/6 of staff has MLS.	0.5 FTE/1,000 served.  Director has an MLS. 1/5 of staff has MLS.

\*For service population, use the figure determined annually for each public library by the Oregon State Library.

## **D.MATERIALS AND SERVICES (Revised 2006)**

Materials and services are integral to the public library. These standards address quantity and currency of the book, periodical, and other collections, as well as ease of access to them.

In addition to providing collections of materials, libraries encourage and provide reference and reader's advisory services to users of all ages. Libraries provide access to both print and online resources, with onsite public access to the Internet and instruction in its use. Libraries provide support to programs that encourage literacy and culture.

### Threshold Standards

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

Make available to the public a library collection organized according to accepted cataloging and classification principles.

Each year, evaluate 20% of the library's materials collection, to consider for withdrawal based on criteria such as use, currency, and condition.

Provide a periodical and newspaper collection for browsing of 5 print subscriptions per 1,000 served.

Provide remote access to the full-text state newspaper of record and at least one full-text online periodicals database, including all databases offered through the subsidized statewide database program.\* (*from the Access section of these Standards, revised in 2004*)

Provide access to Oregon virtual reference services and recommend web based resources to satisfy local informational needs.

Provide Interlibrary Loan service either free of charge or for recovery of direct costs.

Provide regular free summer reading and regular story time programs for youth.

Invite patrons to provide written feedback on library services and collections (i.e. suggestion box).

### Adequate Standards

In order to meet adequate standards, Oregon public libraries shall meet threshold standards and in addition:

Each year, evaluate 25% of the library's materials collection, to consider for withdrawal based on criteria such as use, currency, and condition.

Provide free educational or cultural programs for adults.

### Excellent Standards

In order to meet excellent standards, Oregon public libraries shall meet adequate standards and in addition:



Each year, evaluate 33% of the library's materials collection, to consider for withdrawal based on criteria such as use, currency, and condition.

Provide regular free programs serving informational, recreational, cultural, and educational needs to library users of all ages.

Survey patron satisfaction with services and collections on an annual basis.

### Quantitative Standards

A public library should collect in a variety of media to meet the community's needs. Audiovisuals and other media should be a percentage of the materials budget as determined by community need, the library's service goals, and costs and availability of materials in a rapidly changing industry.

#### **Number of holdings in the Library's total collection**

<b>Population served*</b>	<b>Threshold</b>	<b>Adequate</b>	<b>Excellent</b>
<b>0 - 49,999</b>	Materials count of 5,000 or 2 items/capita, whichever is greater.	Materials count of 10,000 or 3 items/capita, whichever is greater.	Materials count of 20,000 or 4 items/capita, whichever is greater.
<b>50,000+</b>	Materials collection of 2 items/capita.	Materials collection of 150,000 or 2.5 items/capita, whichever is greater.	Materials collection of 200,000 or 3 items/capita, whichever is greater.

\*For service population, use the figure determined annually for each public library by the Oregon State Library.

Use the ALA/PLA Public Library Data Service Statistical Report definition for physical materials: Holdings will be defined as the number of print and non print cataloged and uncataloged items (NOT number of titles). Do not include periodicals.

## **E. TECHNOLOGY (Revised 2004)**

Various computer technologies have rapidly become an integral part of modern public library service. This is reflected throughout these standards; for example, the most current information (formerly provided only through periodical and newspaper subscriptions) is now provided through a combination of public Internet access, full-text periodical database access, and a small periodicals browsing collection. This section gives public libraries standards for level of Internet connection and planning guidelines for equipment replacement.

### Threshold Standards

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

Provide public access to the Internet and its resources.

Have a permanent connection to the Internet of at least 256K.

Establish the means to fund equipment replacement and upgrade equipment as necessary, based on 5 year life span.

Provide a budget for maintenance and troubleshooting of equipment.

Have a technology plan updated a minimum of every three years and evaluated annually.

Have staff trained to provide basic troubleshooting of equipment in use.

### Adequate Standards

In order to meet adequate standards, each Oregon public library shall meet threshold standards and in addition:

Have high speed permanent Internet access.

Establish the means to fund equipment replacement and upgrade equipment as necessary, based on 3 year life span.

Have access to IT support staff, through either local government, a library system, or an on-call contractor, with expertise to ensure system and electronic resources are accessible 24/7.

Have a WAN among branches.

### Excellent Standards

In order to meet excellent standards, each Oregon public library shall meet adequate standards and in addition:

Have a permanent high-speed Internet connection with resources to support library applications of emerging technologies.

Offer information/technology literacy classes using public computers on premises.

Have staff competent to offer computer/Internet classes to public.

Have a written plan in place designed to regularly review and employ emerging technologies to maximize library services to public and staff.

Have an IT staff member (may be shared with other partners) dedicated to ensuring that the services and equipment are available to the staff and public 24/7.

Quantitative Standards

<b>Staff PC's with Communication Tools</b>	<b>Threshold</b>	<b>Adequate</b>	<b>Excellent</b>
Management & Technology Staff	1 per FTE	Same	Same
Professional Staff	Ready daily access in staff work area to communication tools	1 per 2 FTE	1 per staff member
Support Staff	Ready daily access in staff work area to communication tools	Same	Same

**F. COMMUNITY INVOLVEMENT (Revised 2007)**

Libraries today should be proactive in meeting community needs and affecting the local quality of life. As libraries evolve and change, the need for visibility of libraries and library services increases. Involvement from the staff, volunteers, Friends, Foundation trustees and Library Board members are key to connecting each local community to the library’s resources, services and potential for contributing to the community.

All supporting groups share the same vision for the library (Library Board, Friends, and Library Foundation) and work together supporting each other and the future of each library.

Threshold Standards

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

Have an active Friends group assisting the library.

Encourage the Director’s involvement in local community through civic organization or cooperation with local schools and human service agencies.

Use volunteers, as opportunities arise, but not to displace paid staff.

Adequate Standards

In order to meet adequate standards, Oregon public libraries shall meet threshold standards and in addition:

Have an active Library Foundation that relies on contributions of citizens to supplement tax revenue (e.g.: annual contributions, wills and bequests could be made to the library foundation).  
Have a volunteer program coordinated by a staff member, among other responsibilities.

### Excellent Standards

In order to meet excellent standards, Oregon public libraries shall meet adequate standards and in addition:

The Library Foundation shall have an endowment policy, investment structure and a long-range fund raising strategy.

Encourage all professional staff members' involvement in one local civic organization or other agency.

Collaborate with local human service providers (non profits, city, county) to provide better visibility and outreach.

Have a designated position of "Volunteer Coordinator."

## **G. FACILITIES (Revised 2008)**

Spacious, modern facilities are essential for good library service. Library facilities should be conveniently located and easily accessible to all segments of the population. The minimum space requirements shown below refer to the total gross square footage in all library facilities, including branches and mobile or portable facilities. The minimum space requirements are only a rule-of-thumb for facilities planning. Space needs of a facility may be less if significant library activities are being provided by contract or by another branch. 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.

<b>Population served*</b>	<b>Minimum space requirements</b>
<b>0 - 3,999</b>	3,050 square feet
<b>4,000-49,999</b>	3,050 square feet for the first 4,000 population and 0.76 square feet per capita in excess of 4,000 population
<b>50,000+</b>	38,750 square feet for the first 50,000 and 0.61 square feet per capita in excess of 50,000 population.

\*For service population, use the figure determined annually for each public library by the Oregon State Library.

## **APPENDICES**

**Oregon Library Benchmark:** [http://data.memberclicks.com/site/ola/olaq\\_5no1.pdf](http://data.memberclicks.com/site/ola/olaq_5no1.pdf)

**Local Government Personnel Institute:** The Association of Oregon Counties and League of Oregon Cities maintain the Local Government Personnel Institute (LGPI) to provide their members with professional assistance in personnel administration. Services include classification and pay analysis, training workshops, and labor contract negotiations. Each year LGPI conducts a statewide salary and fringe benefit survey and provides copies of its report to each member city and county. The Institute is located at 680 State Street, Suite 180, Salem, OR 97301, (503) 588-2251.

**Approved by the Public Library Division Board, 4/20/2000**

**Approved by the Public Library Division Membership, 6/23/2000**

**Approved by the Oregon Library Association Executive Board, 8/8/2000**