

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Policy Session Worksheet

Presentation Date: 11/24/20 **Approx Start Time:** 3:00 pm **Approx Length:** 30 mins

Presentation Title: Clackamas County Library Advisory Board Bylaws Update

Department: Business and Community Services (BCS)

Presenters: Laura Zentner (BCS Director), Allegra Willhite (Deputy Director BCS), and Mitzi Olson (Library Manager)

Other Invitees: None

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

Review and approve the proposed Bylaws for the newly formed Clackamas County Library Advisory Board.

EXECUTIVE SUMMARY:

Background

In October 2017, the County and City of Gladstone entered into a settlement agreement in which the County agreed to construct and manage two new libraries; one in the Oak Lodge Library service area, and one in the City of Gladstone. The agreement called for a “one library, two building” approach, with both libraries operated by the County to achieve economies of scale and to best provide quality library services to Oak Lodge and Gladstone service area residents.

In November 2019, an Intergovernmental Agreement was executed that detailed the dissolution of the Gladstone Library Board and the formation of a new Clackamas County Library Advisory Board (Library Board). It was agreed that the new Library Board would constitute a single committee to advise on matters concerning library services, policies, and general library-related issues for both library locations. It was also agreed that the Library Board would include proportionate membership for the unincorporated portion of the Oak Lodge Library Service area, the unincorporated portion of the Gladstone Library Service Area, and the City of Gladstone.

The Gladstone Library Board and the Oak Lodge Library Board formed a joint subcommittee to provide suggestions on the formation of the combined Library Board and to provide input on the draft Bylaws. The subcommittee was comprised of two Gladstone Library Board members (Chair, Gary Bokowski, and Michael Milch) and two Oak Lodge Library Board members (Chair, Grover Bornefeld, and Leslie Shirk). The subcommittee met twice and took the agreed suggestions from the subcommittee to the respective Library Boards for additional feedback. Staff integrated suggestions from the subcommittee, elected City and County officials, and both Library boards into the draft Bylaws. County council has reviewed and approved the proposed Bylaws.

The table on the following page is a summary of the proposed Bylaws.

Summary of proposed Bylaws

	Regular Board Membership	Ex Officio Membership	LDAC Appointees	City Ad Hoc Library Committee
Oak Lodge Library Service Area	<p>3 Regular Members</p> <p>3 members must reside within the Oak Lodge Library Service Area</p> <p>1 of the 3 regular members shall act as Chair or Vice Chair</p> <p>1 alternate member, residing within the Oak Lodge Library Service Area, will only vote in the absence of a regular member</p>	<p>1 non-voting County elected official</p>	<p>1 regular member representing Oak Lodge Library Service Area appointed to LDAC</p> <p>3 regular members representing Oak Lodge Library Service Area shall make LDAC appointment recommendation to BCC</p>	N/A
Gladstone Library Service Area	<p>2 Regular Members</p> <p>1 member must reside within the City of Gladstone</p> <p>1 member must reside within unincorporated portion of the Gladstone Library Service Area</p> <p>1 of the 2 regular members shall act as Chair or Vice Chair</p> <p>1 alternate member, residing within the Gladstone Library Service Area, will only vote in the absence of a regular member</p>	<p>1 non-voting City elected official</p>	<p>1 regular member representing Gladstone Library Service Area appointed to LDAC</p> <p>2 regular members representing Gladstone Library Service Area shall make LDAC appointment recommendation to BCC</p>	<p>Regular member representing the City of Gladstone shall Chair the City Ad Hoc Library Committee</p>

Recruitment considerations

In addition to the proposed Bylaws, the subcommittee and both Library Boards recommend the creation of a Clackamas County Library Advisory Board Recruitment Committee (Recruitment Committee) to facilitate the review of applications, interviews, and initial appointment recommendations to the BCC. The recommendations are as follows.

- Four members of the disbanding Library Boards, or appointees, shall be included in the Recruitment Committee, along with County staff. Two members shall be from the Gladstone Library Board with one member residing within the City of Gladstone boundary and one residing within the Gladstone unincorporated boundary of the service area, and two members from the Oak Lodge Library Board. The four members shall be included in the decisions on formal appointment recommendations to the BCC.
- Members of the disbanding Library Boards who apply for a position on the new Library Board shall not be eligible to join the Recruitment Committee. If needed, the respective disbanding Library Boards can appoint two community members to the Recruitment Committee. The community members must reside within the designated service areas.

Initial Library Board appointees shall have staggered term limits expiring as follows:

- One membership expiring June 30, 2022
- Two memberships expiring June 30, 2023
- Two memberships (one from each Library service area) expiring June 30, 2024

FINANCIAL IMPLICATIONS (current year and ongoing):

Is this item in your current budget? YES NO

What is the cost? N/A

What are the funding sources? N/A

STRATEGIC PLAN ALIGNMENT:

- **How does this item align with your Department’s Strategic Business Plan goals?**
The BCS Strategic Plan defines the purpose statement for the Oak Lodge and Gladstone Library programs as providing informational, recreational, community, and cultural services to the public so they can access publicly funded diverse materials and services to achieve their individual goals. The combined Library Board will play a key role in planning short and long-term organizational goals that align with this objective. The Library Board will also support the Library programs’ strategic results by reviewing and monitoring the Oregon Library Association Standards to ensure library services and facilities are provided at or above the recommended “Essential” level.
- **How does this item align with the County’s Performance Clackamas goals?**
The formation of a new combined Clackamas County Library Advisory Board (Library Board) provides the opportunity to promote the Board’s policy perspective of equity, diversity, and inclusion via the membership recruitment and composition. In addition, the formation of the combined Library Board aligns with the Board’s strategic priority of *Building Public Trust through Good Government* by ensuring representation to the residents of the Oak Lodge and Gladstone Library communities.

LEGAL/POLICY REQUIREMENTS:

- Board Order 85-1221 entitles the Library Board to promulgate Bylaws as stipulated in Order.
- The Library Construction and Operation Intergovernmental Agreement (IGA) between Clackamas County and the City of Gladstone requires the dissolution of the Gladstone Library Board by November 14, 2020, and the creation of a new single Library Board to advise on library-related issues for both libraries. The IGA also requires proportionate membership for the unincorporated portion of the Oak Lodge Service Area, the unincorporated portion of the Gladstone Library Service Area, and the City of Gladstone.

PUBLIC/GOVERNMENTAL PARTICIPATION:

- Oak Lodge and Gladstone Library Board Subcommittee meeting, July 15, 2020
- Optional Gladstone Community Library Planning Task Force meeting, August 19, 2020
- Oak Lodge Library Board of Trustees meeting, October 22, 2020
- Gladstone Library Board meeting, November 4, 2020
- Gladstone City Council meeting, November 10, 2020

OPTIONS:

1. Approve the proposed Clackamas County Library Advisory bylaws as submitted in this report.
2. Do not approve the bylaws and require specific changes to the bylaws.

RECOMMENDATION:

Staff recommends:

Option 1. Approve the proposed Clackamas County Library Advisory Bylaws as submitted in this report.

ATTACHMENTS:

- Proposed Clackamas County Library Advisory Board Bylaws
- Board Order 85-1221
- Library Construction and Operation Intergovernmental Agreement between Clackamas County and the City of Gladstone

SUBMITTED BY:

Division Director/Head Approval _____
Department Director/Head Approval Laura Zentner 11/17/2020
County Administrator Approval _____

For information on this issue or copies of attachments, please contact Mitzi Olson
(molson@clackamas.us)

Adopted:

Clackamas County Library Advisory Board Bylaws

ARTICLE I

NAME. The name of this board shall be the Clackamas County Library Advisory Board (Advisory Board), formerly known as Clackamas County Library Board of Trustees.

ARTICLE II

PURPOSE. The purpose of the Advisory Board is to serve the residents within the Oak Lodge Library and Gladstone Library Service Areas of the Clackamas County Library District, which was established by the approval of Measure 3-310, in matters concerning library services, policies, and library-related issues in general.

RESPONSIBILITIES. The responsibilities of the Advisory Board are as follows:

- a. Make recommendations concerning the library to the Library Manager and Board of County Commissioners (BCC).
- b. Review budget for compliance with existing legislative and policy guidelines.
- c. Recommend annual adoption of the proposed budget to the Budget Committee.
- d. Recommend appointment of prospective members to the BCC.
- e. With guidance from staff, determine resolution of challenged materials.
- f. Assist in the development of short and long-term goals for the provision of library services to the community.
- g. Represent the needs, interests, and desires of library users and residents of the service areas.

ARTICLE III

MEMBERSHIP. The Advisory Board shall consist of five (5) regular members. Membership shall be as representative as possible of the geographic and demographic populations of the service area. All members must be residents of either the Oak Lodge Library or Gladstone Library Service Areas. Membership shall not be limited by race, creed, color, sex, age, heritage, national origin or income. Alternate members are not required if there are an insufficient number of applicants for these positions.

- a. The representation of the Advisory Board will be as follows:

- I. Three regular members must reside within the Oak Lodge Library service area, one regular member must reside within the City of Gladstone boundary, and one regular member must reside in the unincorporated portion of the Gladstone Library service area.
 - II. One alternate member must reside within the Oak Lodge Library Service Area, and one alternate member must reside within the Gladstone Service Area. The alternate members will only vote if they are standing in for an absent member.
 - III. Two non-voting ex-officio members that shall be elected officials, one from the Gladstone City Council, and the other from the BCC.
- b. Two regular Library Board members will be appointed to the Library District Advisory Committee (LDAC) by the BCC in their capacity as the Library District Board. One member will represent the Oak Lodge Service Area and the other member will represent the Gladstone Service Area. The three regular members representing the Oak Lodge Library Service Area shall make the appointment recommendation for the Oak Lodge LDAC position. The two regular members representing the Gladstone Library Service Area shall make the appointment recommendation for the Gladstone LDAC position. Alternates from each service area may also be designated.
 - c. If the City of Gladstone forms a separate City governed Gladstone Library Ad Hoc Advisory Committee (Gladstone Committee), the Advisory Board regular member representing the City of Gladstone will Chair the Gladstone Committee. This member will report the discussions and activities of the Gladstone Committee to the Advisory Board.

TERM. Members shall have an appointment term of four (4) years which shall expire on June 30. Expiration dates for the terms shall be staggered so that no more than two of the members' terms will expire in any year. For this purpose, membership terms may initially be staggered for less than four (4) years. Members may seek reappointment for a maximum of two consecutive terms. Reappointment may be made after an interval of one year. Current members seeking a new term on the Advisory Board shall submit an application at least ninety (90) days prior to the expiration of their current term.

APPOINTMENT. Member vacancy occurs when a member dies, resigns, is removed, term expires, or has more than three (3) unexcused absences from meetings within a twelve-month period. Recruitments are managed by Clackamas County with the Advisory Board and Library Manager or designee performing the review of applications, interviews, and appointment recommendations to the BCC. Final appointments are made by the

BCC. If available, an alternate member will stand in for votes until the new member has been appointed.

ARTICLE IV

OFFICERS. The officers and staffing of the Advisory Board shall include the following:

- a. **Chairperson.** The Chairperson shall preside over all meetings of the Advisory Board, appoint committee heads and have the responsibility of the performance of such duties as prescribed in these bylaws. The Chairperson shall act as an ex-officio member of all committees.
- b. **Vice-Chairperson:** The Vice-Chairperson shall aid the Chairperson and perform the duties of the Chairperson in his/her absence or disability.
 1. One officer shall be drawn from the Oak Lodge Library Service Area, and the other shall be drawn from the Gladstone Library Service Area. The Chairperson and the Vice-Chairperson shall jointly establish the agenda for the Advisory Board meetings.
- c. **Secretary:** The library manager or director shall serve as Secretary to the Advisory Board. The Secretary shall keep accurate records of all meetings of the Advisory Board. The Secretary may appoint a designee to keep the records of its action. The minutes shall be made available to any member or the public as required by the Oregon Public Records and Meetings Law. The Secretary shall record all correspondence of the Advisory Board. The Secretary shall be responsible to maintain the membership registry required by these bylaws. The Secretary will be a County employee that is not an official member of the Board and shall therefore have no voting rights. The only functions of the Secretary will be as described above. (ORS 357.470).

REPORTING TO PGA. The Advisory Board shall provide the County Public and Government Affairs Department with a current list of officers.

SELECTION OF OFFICERS. The election of officers shall be held at the first meeting of the Advisory Board each fiscal year. Members shall assume their duties immediately upon election to office. All members are eligible for election to officer positions. Proxy votes shall not be allowed. (ORS 357.470).

TERM OF OFFICE. The term of office for all officers shall be two (2) years in succession, however, the officer shall continue to serve until a successor is elected to that office. The election of an officer does not extend the term of appointment to the Advisory Board if

first elected to office in the final year of membership as described above in Article III: Term.

VACANCY OF OFFICER. A vacancy occurs when an officer dies, resigns, is removed, term expires, or has more than three (3) unexcused absences from meetings within a twelve-month period. The person elected to fill the vacancy shall serve the remainder of the unexpired term and until a successor is elected to that office, unless the term of person elected expires in accordance with Article III: Term.

ARTICLE V

MEETINGS. Meetings of the Advisory Board shall be held in accordance with the Oregon Public Meetings Laws. Meetings shall be held no less than twice per year and shall alternate between branch locations.

The Chairperson may call special meetings at any time with the concurrence of another board member or at the request of any three (3) board members of the Advisory Board. The time and location shall be determined by the Advisory Board. Notice of all meetings shall be provided as required by ORS 192.640 of the Oregon Public Meetings Law. Minutes of all meetings shall be kept and shall be available for public inspection as required by ORS 192.650 of the Oregon Public Meetings Law. A copy of all meeting minutes shall be provided to the County Public and Government Relations Office.

QUORUM and VOTING. A quorum shall be present at a meeting in order for the Advisory Board to transact business. A quorum consists of a majority of all regular or alternate members eligible to vote, not just those present. A vacancy on the board does not affect the quorum requirements. The Advisory Board can take official action only with the affirmative vote of a majority of all members.

RECORDS. All records of the Advisory Board shall be subject to disclosure except as allowed by exemptions of the Oregon Public Records Law.

ARTICLE VI

BOARD PROCEDURE. The principles of parliamentary rules of procedures such as Robert's Rules of Order shall govern proceedings at any meeting of the Advisory Board. The Chair shall be guided by these principles in deciding any procedural questions. The Chair's decision on procedural matters may be overruled by a majority of the members voting on the question. The Advisory Board may establish a more detailed hearing procedure to provide for an orderly process for holding a public hearing. All meetings shall comply with the Oregon Public Meetings Law.

ARTICLE VII

COMMITTEES. The Advisory Board may create committees as required to promote the purposes and objectives of the Advisory Board. A chairperson for each committee shall be selected by the Advisory Board Chairperson.

ARTICLE VIII

AMENDMENTS. These Bylaws may be amended. Proposed amendments shall be submitted to the County Counsel for approval. Upon approval of the County Counsel, the proposed amendments shall be approved by the members of the Advisory Board. However, the amendments shall not be in effect until approved by the BCC and that approval has been communicated back to the Chairperson. Amended Bylaws shall supersede all previous Bylaws and become the governing rules for the Advisory Board.

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

In the Matter of Establishing
Authority and Procedures for
the Administration of the
Clackamas County Library

ORDER NO. 85-1221

COPY

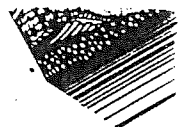
This matter coming before the Board of County Commissioners at this time and it appearing that the passage of Senate bill 21, referred to as Chapter 112, Oregon Laws 1975, amends portions of ORS 357.490 relating to libraries, and

it further appearing that the ¹⁹⁷³ resolution of the Board of County Commissioners filed on July 9, ~~1973~~ does not accurately reflect requirements of the cited statute, now therefore

IT IS HEREBY ORDERED that the following policy relating to the responsibility of the Board of Trustees of the Clackamas County Library shall be adopted:

1. It shall be the responsibility of the Board of Trustees to recruit and recommend to the Board of Commissioners a competent and qualified librarian to fill any vacancy in the position of Library Director. The final appointment to be made by the Board of Commissioners.
2. It shall be the responsibility of the Board of Trustees to formulate rules and policies for the operation and governance of the Library, within the authority granted by the Board of Commissioners.
3. It is the obligation of the Board of Trustees to work for adequate financial support for the library and compensation for the staff by advising and assisting in the preparation for the budget.
4. It shall be the responsibility of the Board of Commissioners to approve all expenditures by the County Library from the General Services Fund.
5. The Board of Trustees is empowered to accept, use or expend any real or personal property or funds donated to the library to purchase, control or dispose of real and personal property necessary for the purpose of the library, except that each donation will be administered in accordance with the terms of the donation.

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



In the Matter of Establishing
Authority and Procedures for
the Administration of the
Clackamas County Library

Page 2 of 2
ORDER NO. 85-1221

6. The Board of Trustees will be entitled to conduct studies of and make recommendations to the Board of Commissioners relating to appropriate sites for the location of the Library building or satellite facilities.
7. The Board of Trustees will be consulted prior to entering into contracts between the County Library and regions, counties, cities, and school districts for library services including the expenditure of County Library funds for contract services.
8. The Board of Trustees is authorized to promulgate by-laws, rules, and regulations and operating procedures within the limits of their authority as stipulated by this Order.

IT IS THEREFORE HEREBY ORDERED
that Clackamas County adopt said policy, a copy of which is to be placed on file in the Office of Financial Administration, with the understanding that said policy is subject to the Constitution of this State.

DATED this 31 day of October, 1985

BOARD OF COUNTY COMMISSIONERS



Chairman, Dale Harlan

Commissioner, Ed Lindquist

Commissioner, Robert Schumacher



In the matter of the Establishment
of a County Library

RESOLUTION

This matter coming on to be heard before the above-entitled court sitting for the transaction of county business, and it appearing to the satisfaction of the court that for the intellectual, moral and al advancement of the residents of Clackamas County, Oregon, there is a need in said county for a free public library, and it further appearing to the court that the establishment of a free public library within said county will be for the best interests of the county generally, and the Court being fully advised in the premises,

NOW THEREFORE, BE IT RESOLVED by the County Court of Clackamas County, Oregon, that there is hereby established in Clackamas County, Oregon, a free public library to be known as the Clackamas County Free Public Library, in accordance with the provisions of the laws of the State of Oregon relative to public libraries, and

BE IT FURTHER RESOLVED that the County Judge of Clackamas County, Oregon, is hereby authorized, empowered and directed to appoint a public library board of Clackamas County, Oregon, to consist of five members as follows:

One member of said board to hold office for the period of one year; one member to hold office for the period of two years; one member to hold office for the period of three years, and two members to hold office for the period of four years. Each of such members of said public library board to hold office for the term of such appointment from the first day of January in the year in which such appointment is made and until their successors are appointed.

BE IT FURTHER RESOLVED, that all appointments of members of the Clackamas County Public Library Board shall be with the approval and confirmation of the County Court of Clackamas County, Oregon.

Dated this 8th day of July, 1938.

Filed, Jul 9, 1938
Guy H. Pace, County Clerk
(Sgd) Cora L. Hunt, Deputy

(Sgd) W.O. Vaughan, County Judge.
(Sgd) Bernard Schoenburg
(Sgd) L.L. McFarlane, County Commissioners.

In the matter of the Appointment of
members of the public library board
of Clackamas County, Oregon.

RESOLUTION

This matter coming on to be heard before the above-entitled court sitting for the transaction of county business, and it appearing to the satisfaction of the court that W.O. Vaughan, County Judge of Clackamas County, Oregon, pursuant to a resolution of this court dated July 8, 1938, has appointed five citizens of this county to constitute the Public Library Board of Clackamas County, Oregon, and the Court being fully advised in the premises,

NOW, THEREFORE, BE IT RESOLVED by the County Court of Clackamas County, Oregon, that said court does hereby approve and confirm the appointment, by the County Judge of Clackamas County, Oregon, of the following members of the Public Library Board of Clackamas County, Oregon, for the respective terms set out herein:

Ivan A. Barker, to hold office for one year from the 1st day of January, 1938, and until his successor is appointed.

Herman Ledding, to hold office for two years from the 1st day of January, 1938, and until his successor is appointed.

L.O. Harding, to hold office for three years from January 1st, 1938, and until his successor is appointed.

Fred C. Inkster, to hold office for four years from the 1st day of January, 1938, and until his successor is appointed.

Reva Case, to hold office for four years from January 1st, 1938, and until her successor is appointed.

Dated this 8th day of July, 1938 .

Filed Jul 9, 1938
Guy H. Pace, County Clerk
(Sgd) Cora L. Hunt, Deputy

(Sgd) W.O. Vaughan, County Judge.
(Sgd) Bernard Schoenburg
(Sgd) L.L. McFarlane, County Commissioners.

RECORDING MEMO

X	New Agreement/Contract
	Amendment/Change/Extension
	Policy Reports
	Other

**ORIGINATING COUNTY
DEPARTMENT:**

Business and Community Services

PURCHASING FOR:

N/A

**OTHER PARTY TO
CONTRACT/AGREEMENT:**

City of Gladstone

BOARD AGENDA DATE:

11/14/2019

AGENDA ITEM NUMBER:

D.1

PURPOSE:

Approval of a Library Construction and Operation Intergovernmental Agreement Between Clackamas County and the City of Gladstone

Please return to **BCS - Attn: Liz Lawson Weber** after recording.

Clackamas County Official Records
Sherry Hall, County Clerk
Commissioners' Journals
Agreements & Contracts

2019-1644

11/21/2019 2:24:40 PM

LIBRARY CONSTRUCTION AND OPERATION
INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY AND THE
CITY OF GLADSTONE

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement"), is entered into by and between Clackamas County (the "County") a political subdivision of the State of Oregon, and the City of Gladstone, a municipal corporation (the "City").

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

The City currently operates a library within the Gladstone Library Service Area of the Library District of Clackamas County. The County currently operates a library within the Oak Lodge Library Service Area of the Library District of Clackamas County.

The City and County are entering into this Intergovernmental Agreement for the County to operate both the Gladstone and Oak Lodge libraries, and to build two new libraries pursuant to a settlement agreement in the case Gladstone v. Clackamas County, Clackamas County Circuit Court Case No. 16CV27287.

The Cooperative Intergovernmental Agreement between the Library District of Clackamas County and Member Cities ("Master IGA") allows for the use of reserves accumulated by the Oak Lodge Service Area, and held by the Library District, by Clackamas County for the construction of new library buildings to serve both the Oak Lodge Library Service Area and Gladstone Library Service Area, as shown on the attached maps as Exhibits 1 and 2.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Obligations of the County

- A. Oak Lodge Public Library. The County currently operates the Oak Lodge Library serving the Oak Lodge Library Service Area.
- B. Gladstone Public Library. The County shall assume operation and control of the Gladstone Public Library located at 135 E. Dartmouth St ("Gladstone Library") to serve the Gladstone Library Service Area as of December 1, 2019, subject to receiving the funding from City described in Section 2 below, and subject to entering into a facilities agreement as described in Section 2.C below. The County will operate the Gladstone Library as a branch of the Oak Lodge Public Library. The branch of the Oak Lodge

Library will be known as the Gladstone Public Library. The County as a Library City under the District IGA shall strive to operate the Gladstone Library in accordance with the Service Standards as defined in the District IGA. If a majority of the public use portion of the current Gladstone Library facility becomes unavailable due to the physical condition of the facility, the City shall make space available at another facility for a circulation desk to provide limited services for library material returns and the pick-up of reserved library materials for a period of up to six months ("Temporary Circulation Desk"). After six months the County shall provide a suitable facility for the same circulation desk services until the New Gladstone Library Branch as required by section 1.D.ii is completed.

- C. Library Board. The County agrees to create a new Library Board of Trustees, to institute a single committee or similar body (a "Library Board") to advise the Board of County Commissioners in matters concerning library services, policies, and general library-related issues at both library locations. The Library Board shall include proportionate membership for the unincorporated portion of the Oak Lodge Library Service Area, the unincorporated portion of the Gladstone Library Service Area, and the City of Gladstone. The County shall create the Library Board and appoint the new members to the Library Board as soon as reasonably practicable after this agreement is fully executed. Recruitments for the Library Board will be managed by the County, and appointments to this Library Board will be made by the Board of County Commissioners.
- D. Future New Library Buildings. The County will construct or renovate two library buildings to serve both the Oak Lodge Library Service Area and the Gladstone Library Service Area consistent with Concept Option A, attached hereto as Exhibit 3, as described in the Settlement Agreement between The City of Gladstone and Clackamas County as described below:
- i. County will construct and/or renovate a facility to house a new Oak Lodge Library of approximately 19,500 square feet to serve the Oak Lodge Library Service Area. The final size of the facility may be adjusted based on a feasibility study and community needs assessment.
 - ii. County will construct a library building of approximately 6,000 square feet to serve the Gladstone Library Service Area ("New Gladstone Library Branch"). The County may construct a larger library at its option.
 - iii. The design and programming of each facility will be informed by the recommendations of citizen advisory bodies, including but not limited to the Gladstone Community Library Planning Task Force and the Concord Property and Library Planning Task Force and their successors. The County may also undertake other public involvement/engagement efforts.

E. Gladstone Library Construction. Upon execution of this Agreement the County shall commence the planning and construction process. The County intends to follow the timeline outlined in the table below:

MILESTONE #	DESCRIPTION	DATE
1	Decision on location of Oak Lodge Library	7/30/2020
2	Project Master Plan finalized	11/30/2020
3	Design and construction documents finalized. All personal property removed from City Hall building in preparation for demolition	11/30/2021 (12 months after milestone #2)
4	Permits obtained. Contractor procurement finalized and contract approved by Board	5/30/2022 (6 months after milestone #3)
5	Various milestones for Gladstone Library construction.	Various, per contract

F. The County agrees that if the County has not selected a location for the Oak Lodge Library by July 30, 2020 the County will “decouple” the Oak Lodge Library construction process from the New Gladstone Library Branch construction process, so that construction of the New Gladstone Library Branch is not unreasonably delayed. The County shall continue the construction process as outlined in the table above. The County shall be allowed one (1) thirty (30) day extension; however, the County must provide notice to the City in writing (via email to the City contact designated in section 4.G below) at least ten (10) days prior to July 30, 2020 of its intent to use a thirty (30) day extension. The County may be allowed a second thirty (30) day extension with City written approval, which will not be unreasonably withheld. Extension(s) used pursuant to this Section will count toward the total extensions allowed pursuant to Section 1.G and 1.H.

- G. Extensions. The County will be allowed a total of six (6) thirty (30) day extensions that may be applied to milestones # 1 through #4 above. Before utilizing an extension, the County must provide notice to the City in writing (via email to the City contact designated in section 4.G below) at least ten (10) days prior to the milestone deadline of its intent to use a thirty (30) day extension. If the County requires more than six (6) thirty (30) day extensions, the County shall obtain the City’s written agreement (sent via email by the by the City contact designated in section 4.G below), which the City will not unreasonably withhold. The City may, at its discretion, impose a penalty for each additional extension beyond the initial six (6) as described in 1.H below. All requests for extension must be for thirty (30) day increments. Penalties for milestone #5 shall be incorporated into the eventual contract with a Contractor, and any contractual penalties imposed on Contractor related to missed milestones on the New Gladstone Library Branch construction schedule shall be split equally between the County and the City.
- H. Penalties for additional extensions. If the County requests more than a total of six (6) thirty (30) day extensions, the City may (at its discretion) impose a penalty according to the penalty schedule below.

<u>EXTENSION REQUESTED</u>	<u>PENALTY PER EXTENSION</u>
<u>Extension #1 through #6</u>	<u>No penalty (per 1.G)</u>
<u>Extension #7 through #9</u>	<u>\$5,000</u>
<u>Extension #10 through #12</u>	<u>\$7,500</u>
<u>Extension #13 and beyond</u>	<u>\$10,000</u>

- I. Additional Capital. Should organizations or individuals raise additional capital to increase the size of either library, enhance the service level of either library, or provide additional amenities at either library, the County will solicit recommendations from citizen advisory bodies, including but not limited to the Gladstone Community Library Planning Task Force, the Concord Property and Library Planning Task Force, and the single Library Board outlined in Section 1.C as to how to best utilize the funds raised. Funds raised may be spent by the County to enhance either facility, unless the gift specifies otherwise.
- J. City as Library City. County agrees that City is and shall continue to be considered a “Library City” under the Master IGA and specifically retains all rights and privileges associated with being a Library City related to nomination and appointment of a City of Gladstone representative to the Library District Advisory Committee (“LDAC”). The City’s LDAC representative shall be a member of the Library Board contemplated in 1.C drawn from the unincorporated portion of the Gladstone Library Service Area or the City of Gladstone.

- K. Reporting to Gladstone City Council. The Library Director for the Oak Lodge and Gladstone Libraries shall prepare a monthly written report on the operations, similar in nature as other reports provided by City department directors, of the Oak Lodge Library and the branch library known as the Gladstone Library. The report will be provided to the contact designated in this Agreement for the City. The County further agrees that the Library Director shall be available for one annual in-person presentation to the Gladstone City Council on a mutually agreeable date and time.

- L. Demolition of City Hall Building. The current location of Gladstone City Hall is the parcel of land provided by City to County for the construction of the library referenced in section 1.D.ii above. The City and County shall split equally costs associated with demolition, clearance of debris, disposal of all environmental pollutants and hazardous substances or materials on the City Hall demolition site in accordance with all applicable laws.

2. Obligations of the City

- A. Gladstone Library District Distributions. Upon execution of this agreement, the City authorizes the direct payment of the Gladstone Library Service Area's distributions from the Library Service District be paid directly to County. A copy of the distribution memos will be provided to the City of Gladstone when distributions are made. For FY 19/20, these payments will be prorated, based upon the number of months each party operates the Gladstone Library, with seven months' portion of the City's FY 19/20 Library District distributions paid to the County, and five months' portion paid directly to the City to pay for library operational expenses incurred by the City prior to execution of this agreement.

- B. City General Fund Contributions. Effective July 1, 2020 the City agrees to pay \$200,000 annually from the City General fund ("Base General Fund Contribution"). Starting with FY 21/22 (July 1, 2021). The City will add to the General Fund Contribution an amount equal to the rate of increase of the City's permanent rate property tax revenue from the previous fiscal year ("Indexed Increase"). The City's annual payment to the County ("General Fund Contribution") shall include both the Base General Fund Contribution and the Indexed Increase. The current year's total General Fund Contribution will become the next year's Base General Fund Contribution, to which the Indexed Increase will be added. A sample schedule showing 5 years' worth of hypothetical General Fund Contributions and Indexed Increases (based on an assumed annual 3% increase in City property tax revenues) is shown below for illustrative purposes.

<u>FISCAL YEAR</u>	<u>BASE GENERAL FUND CONTRIBUTION</u>	<u>ESTIMATED INDEXED INCREASE</u>	<u>ESTIMATED GENERAL FUND CONTRIBUTION</u>
FY 20/21	\$200,000	\$0	\$200,000
FY 21/22	\$200,000	\$6,000	\$206,000
FY 22/23	\$206,000	\$6,180	\$212,180
FY 23/24	\$212,180	\$6,365	\$218,545
FY 24/25	\$218,545	\$6,556	\$225,101

The payment of the General Fund Contribution shall be paid no later than December 31st each year. In the event payment is not received by December 31st, as a remedy for late payment, interest shall accrue at the interest rate of four percent (4%) per annum. In the event of a decrease in property tax revenues, the total annual General Fund Contribution payment shall not decrease to less than \$200,000. In addition, the City agrees to pay \$116,666 as the General Fund Contribution for FY 19/20. This payment shall be paid no later than 60 days after the execution of this Agreement.

- C. Current Library Building. The City and County agree to enter into in a separate Intergovernmental Agreement (IGA) pursuant to ORS Chapter 190, to set forth the terms relating to the operation of the current Gladstone Library facility. The IGA shall continue until the County completely moves Gladstone Library operations to the New Gladstone Library Branch building as described above in section 1.D.ii.
- D. Demolition of City Hall Building. The current location of Gladstone City Hall is the parcel of land provided by City to County for the construction of the library referenced in section 1.D.ii above. The City and County shall split equally all costs associated with demolition, clearance of debris, disposal of all environmental pollutants and hazardous substances or materials on the City Hall demolition site in accordance with all applicable laws. City will prepare the building for demolition by removing all personal property necessary for demolition contractor to start work before the completion of milestone 3 in section 1.E above.
- E. Ground Lease for new Library Building. The City shall lease a parcel of land ("City Parcel") to the County for the annual rate of \$1 on which to construct the library building described above in section 1.D.ii above. The lease described above shall be in force as long as the County operates the Gladstone Public Library under this Agreement.
- F. City Cooperation with Land Use and Zoning. City staff will cooperate with County on all land use or zoning changes, permits, applications or other actions necessary to construct or renovate a library building and to provide

adequate parking for said building to accommodate the building of a new Gladstone library as described in Exhibit 3, and section 1.D.ii herein. Both parties understand that this section shall not be construed as an obligation or guarantee regarding approval of any required land use decisions.

- G. Transfer of Operations. The Parties hereto acknowledge that City currently operates the Gladstone Library for the benefit of residents in the Gladstone Library Service Area as defined in the District IGA. The City by this Agreement assigns this responsibility to the County effective December 1, 2019.
- H. Gladstone Library Board. Effective upon the creation of the Library Board as described in section 1.C. and upon the Gladstone City Council implementing the necessary changes to the Gladstone Municipal Code, the Gladstone Library Board will be dissolved. Gladstone City Council shall complete the dissolution of the Gladstone Library Board within one year of signing this agreement. Gladstone representatives on the new Library Board will report to the Gladstone City Council on a quarterly basis, as requested by the City.
- I. Transfer of Assets. In consideration of the County's agreement to assume operation of the Gladstone Library, the City shall and hereby does transfer and/or assign, as appropriate, to the County as of December 1, 2019, all assets related to the operation of the Gladstone Library, with the exception of items listed in Exhibit 5.
- J. Transfer of Contracts. Effective December 1, 2019, the City shall assign, transfer, or otherwise convey to the County all contracts, and the County may accept, agreements, and other arrangements regarding the Gladstone Public Library, including but not limited to all performer contracts. County is only obligated to accept assignment or transfer of contracts to the extent contracts and agreements comply with County codes and State laws applicable to public contracts. Further, the City and the County shall arrange for all utility bills such as phone, water, electricity, garbage service, recycling, sewer and others to be transferred into the name of the County as of December 1, 2019. The City shall remain solely liable for all amounts owed on the foregoing for services through November 30, 2019. This transfer does not include a transfer of any collective bargaining agreements that the City has entered into with respect to any Gladstone Library employees.
- K. City Facilities. City will not unreasonably deny County requests to use other City facilities and resources to support programming and promotion of the Gladstone Library branch of the Oak Lodge Library. This will include but is not limited to the use of meeting rooms, presentation equipment, display spaces in City-owned facilities, and advertising/promotion on City websites

and in City publications.

3. Transfer of Employees

The City's employees of the Gladstone Library as of November 30, 2019 ("Transferring Employees") shall be transferred to the employ of the County pursuant to ORS 236.605-640 on December 1, 2019, as further agreed to between the City, AFSCME Council 75, Local 350.03 and the County, attached as Exhibit 4.

4. General Provisions

A. Term. This Agreement shall commence on December 1, 2019 and automatically renew annually thereafter, unless otherwise terminated as set forth herein.

B. Termination.

- i. Either the City or the County may terminate this Agreement at any time with One Hundred Eighty (180) days written notice to the other party.
- ii. If City or County terminates the Agreement, or the County ceases to operate the New Gladstone Library Branch, payment of Gladstone's annual Library District Distribution and General Fund Contribution to the County will be prorated based on the final date of transfer of operations from the County to the City, and after such time General Fund Contributions will cease and the Library District Distribution will be distributed according to this Section.
- iii. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- iv. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
- v. Unless otherwise provided in this Agreement, a defaulting party shall be

treated as if that party terminated this Agreement.

- vi. If this Agreement is terminated prior to the County closing on any debt incurred for the purposes of constructing the New Gladstone Library Branch (“Construction Debt” as defined below):
 - a. Service Area and District Revenue. The City will resume operational control of the Gladstone Library and providing service for the existing Gladstone Library Service Area population under the Master IGA and continue to receive the Library District revenue for the existing Gladstone Library Service Area, subject to proration of Library District Distributions through the final date of transfer of operations per 4.B.ii above.
 - b. Library Employees. The County will transfer employees back to the City pursuant to its obligations under ORS 236.605-640.
 - c. Library Assets. The County will transfer to the City all assets related to the operation of the Gladstone Library excluding any assets provided by County internal service providers in the provision of required/cost-allocated services, for example, a county Technology Services Department owned switch for telephones or computers, or any assets mutually agreed upon by parties.
 - d. Facilities IGA. The “Facilities” IGA drafted pursuant to Section 2.C of this Agreement terminates pursuant to the terms of that agreement.
 - e. General Fund Contributions. The City’s obligation to make General Fund Contributions pursuant to Section 2.B terminates, subject to proration through the final date of transfer of operations per 4.B.ii above.
 - f. County Terminates. If the County terminates pursuant to this Section 4.B.vi, County agrees to pay the City Three Hundred and Sixty Thousand Dollars (\$360,000) and such payment shall be considered satisfaction of the Settlement Agreement, this Agreement, and allow the County to remove the restrictions on the Capital Contribution under the Settlement Agreement.
 - g. City Terminates. If the City terminates pursuant to this Section 4.B.vi, the County is not obligated under the Settlement Agreement or any other agreement to fund or provide for the construction and operation of a new library in Gladstone, and the restrictions on the Capital Contribution under the Settlement Agreement shall be removed.

- vii. If this Agreement is terminated after the County closes on Construction Debt:
- a. Service Area and District Revenue. Current year District Distributions will be prorated through the final date of transfer of operations as per 4.ii.b above. After the transfer of operations, the City will provide library services for the then existing City of Gladstone population only and will transfer the percentage of the Library District revenue distribution for the then existing unincorporated area of the Gladstone Library Service Area to the County. In such a situation, City will also support the amendment of the Master IGA to redefine the boundaries of the Oak Lodge Library Service Area to include any unincorporated areas located in the Gladstone Library Service Area, and to redefine the boundaries of the Gladstone Library Service Area to be the then existing City of Gladstone population only. In the event the Master IGA is not amended as stated above, the City agrees to continue transferring the portion of its annual Library District revenue distributions attributed to the then existing unincorporated area of the Gladstone Library Service Area to the County and to continue serving the then existing City of Gladstone population only.
 - b. Library Employees. City is obligated pursuant to ORS 236.605-.640 to accept the transfer of the number of County employees necessary for the operation of the New Gladstone Library Branch. This percentage is to be determined as the percentage that the then population of the City of Gladstone as compared to the entire population of the combined Oak Lodge Library Service Area and the Gladstone Library Service Area. That same percentage of County library employees shall be transferred to the City as further agreed by the County, the City and any applicable unions.
 - c. General Fund Contributions. The City's obligation to make General Fund Contributions pursuant to Section 2.B terminates, subject to proration through the final date of transfer per 4.B.ii above.
 - d. County Terminates. If the County terminates pursuant to this Section 4.B.vii:
 - i. Construction Debt Existing at Termination: County shall transfer the operation of the New Gladstone Library Branch, to the City and lease the building to the City for \$1 per year until such time as the outstanding balance of the Construction Debt has been retired by the County. Once the County retires the Construction Debt, the County shall transfer ownership of the New Gladstone Library Branch to

City free and clear of any debt or encumbrances.

- ii. No Construction Debt Existing at Termination: County shall transfer the operation and ownership of the New Gladstone Library Branch to the City free and clear of any debt or encumbrances.
- e. City Terminates. If the City terminates pursuant to this Section 4.B.vii:
- i. Construction Debt Existing at Termination: City shall pay to the County the outstanding balance of the Construction Debt existing on the date of termination (“Outstanding Construction Debt.”). Construction debt includes: money borrowed by County specifically for the construction of the New Gladstone Library Branch, bond funds received by County specifically for the New Gladstone Library Branch, costs incurred during debt issuance, and any bondholder guarantee, arbitrage, prepayment penalty specifically related to the New Gladstone Library Branch and/or the City’s termination pursuant to this section. The City will assume operational control of the Gladstone Library Branch upon payment which shall be due to the County within one hundred eighty (180) days after the notice of termination. . The City may request one (1), one hundred eighty (180) day, extension of the transfer of ownership to secure funding to complete the payment. During any extension, during which the County is operating the New Gladstone Library Branch, the City shall continue the General Fund Contribution and Gladstone Library District distributions. During any extension the City may at its’ option request the transfer of operations from the County so long as the City makes payment to County during any extension period for all debt service County incurs during any extension period. Once the City makes the payment for all of the Outstanding Construction Debt to the County, the County shall transfer ownership and operation of the New Gladstone Library Branch to the City free and clear of any debt or encumbrances of County.
 - ii. No Construction Debt Existing at Termination: County shall transfer the operation and ownership of the New Gladstone Library Branch to the City free and clear of any debt or encumbrances.
- f. If the Agreement is terminated pursuant to this Section 4.B.vii and construction on the New Gladstone Library Branch has not been

completed, the County shall complete construction, and transfer operational control of the New Gladstone Library Branch to the City upon issuance of the later of the certificate of occupancy or the end of the period described above in paragraph 4B.vii.e.i as appropriate. Construction Debt will be retired pursuant to Section 4.B.vii.d or e.

- g. Library Assets. The County will transfer to the City all assets related to the operation of the New Gladstone Library Branch, excluding any assets provided by County internal service providers in the provision of required/cost-allocated services, for example, a county Technology Services Department owned switch for telephones or computers, or any assets mutually agreed upon by parties.
- viii. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

C. Representations and Warranties.

- i. City Representations and Warranties: City represents and warrants to County that City has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of City enforceable in accordance with its terms.
- ii. County Representations and Warranties: County represents and warrants to City it has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- iii. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

D. Indemnification.

- i. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, (excluding attorney's fees), losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the acts or omissions under this Agreement of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or

anyone over which the County has a right to control. The exclusion of attorney's fees does not negate the obligation to defend.

ii. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, (excluding attorney's fees), losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the acts or omissions under this Agreement of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control. The exclusion of attorney's fees does not negate the obligation to defend.

E. Insurance. Both Parties agree to furnish the other Party with evidence of commercial general liability insurance with a combined single limit of not less than the applicable tort claim limit for bodily injury and property damage for the protection of the other Party, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, the Party shall provide documentation to the other Party of their self-insured status.

F. Notices; Contacts. Legal notice provided under this Agreement shall be delivered personally, by email, by certified mail or any other manner mutually agreed by the parties to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

i. The Director of Clackamas County's Business and Community Services (BCS) department, acting as the County Administrator's designee, will act as liaison for the County.

Contact Information:

Laura Zentner
Director, Business and Community Services
150 Beaver Creek Rd., #419
Oregon City, OR 97045

(503) 742-4351
lzentner@clackamas.us

Gary Schmidt
County Administrator
2051 Kaen Rd.
Oregon City, OR 97045
(503) 655-8581
Bcc@clackamas.us

- ii. City Administrator, or their designee will act as liaison for the City.

Contact Information:
Jacque Betz
City Administrator
525 Portland Avenue
Gladstone, OR 97027
(503) 557-2769
betz@ci.gladstone.or.us

- G. Oregon Law and Forum. This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by either Party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- H. Compliance with Applicable Law. Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- I. Non-Exclusive Rights and Remedies. Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by

the other Party.

- J. Access to Records. Both Parties shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Both Parties shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, each Party shall permit the other Party’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- K. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- L. Severability. If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- M. Integration, Amendment and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- N. Interpretation. The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- O. Relationship of Parties. Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal

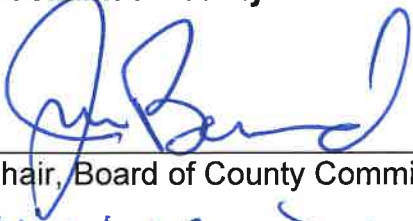
and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- P. No Third-Party Beneficiary. City and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- Q. Counterparts. This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- R. Survival. All provisions in section 4 shall survive the termination of this Agreement.
- S. Necessary Acts. Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- T. Time is of the Essence. City and County agree that time is of the essence in the performance this Agreement.
- U. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- V. Force Majeure. Neither City nor County shall be held responsible for delay or default caused by events outside of the City or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, City shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- W. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

[Signature Page Follows]

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County



Chair, Board of County Commissioners

11-14-19 D.I.

Date

City of Gladstone

Mayor

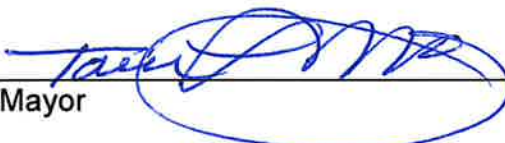
Date

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

City of Gladstone

Chair, Board of County Commissioners

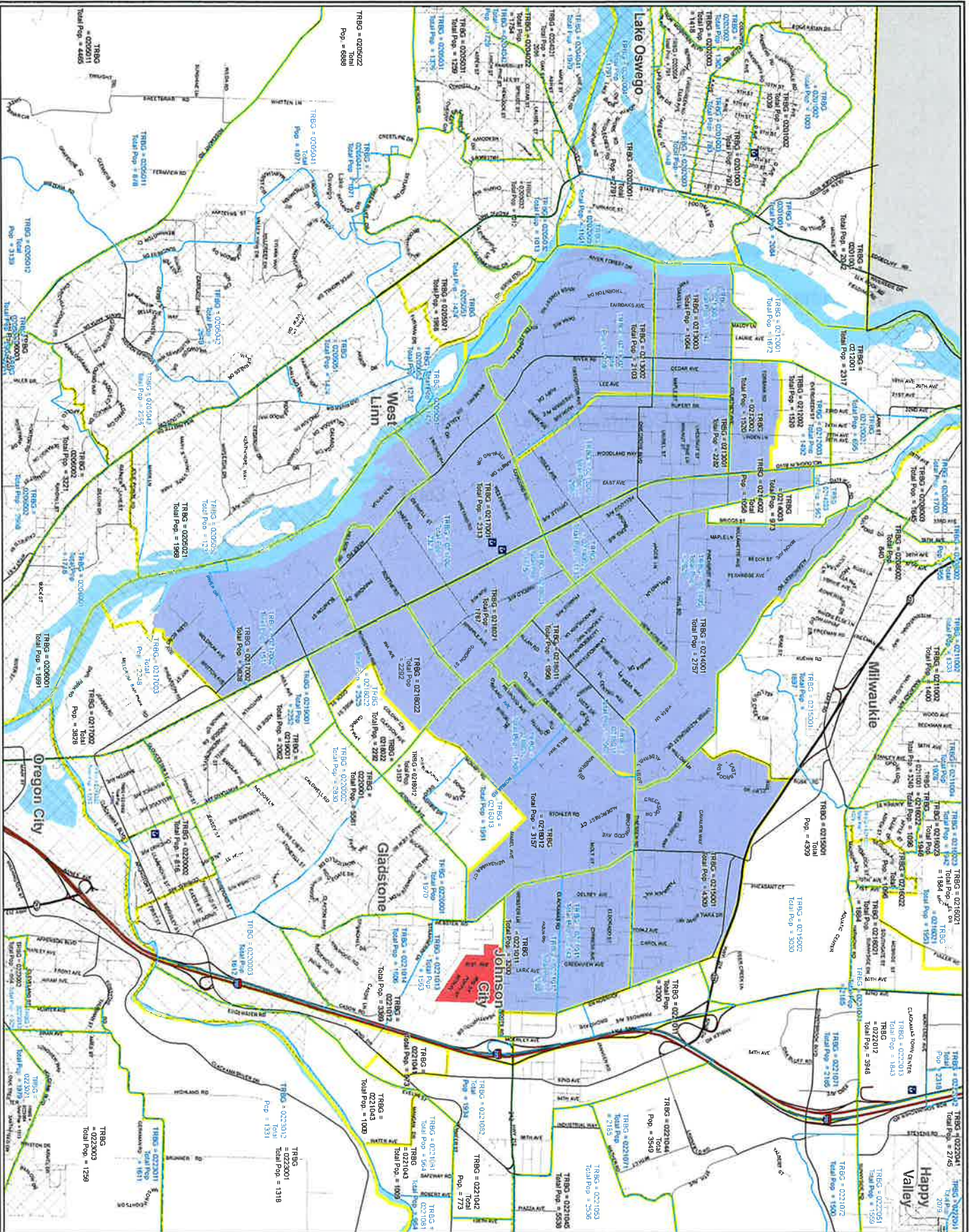


Mayor

Date

4/12/2019

Date



Oak Lodge Library Service Area (Library District) - No New GL Built

- Legend**
- County Courthouse
 - City Hall
 - Hospital
 - Airport
 - Park / Recreation
 - Golf Course
 - Boat Launch
 - Winter Recreation
 - Cemetery
 - Library
 - Ferry Crossing
 - Swimming
 - Oregon Trail Interp. Center

- Places**
- County Courthouse
 - City Hall
 - Hospital
 - Airport
 - Park / Recreation
 - Golf Course
 - Boat Launch
 - Winter Recreation
 - Cemetery
 - Library
 - Ferry Crossing
 - Swimming
 - Oregon Trail Interp. Center

- Boundaries**
- City Not Included
 - City Boundary
 - Tract Block Groups
 - Year 2000
 - Year 2010
 - Tract Block Groups



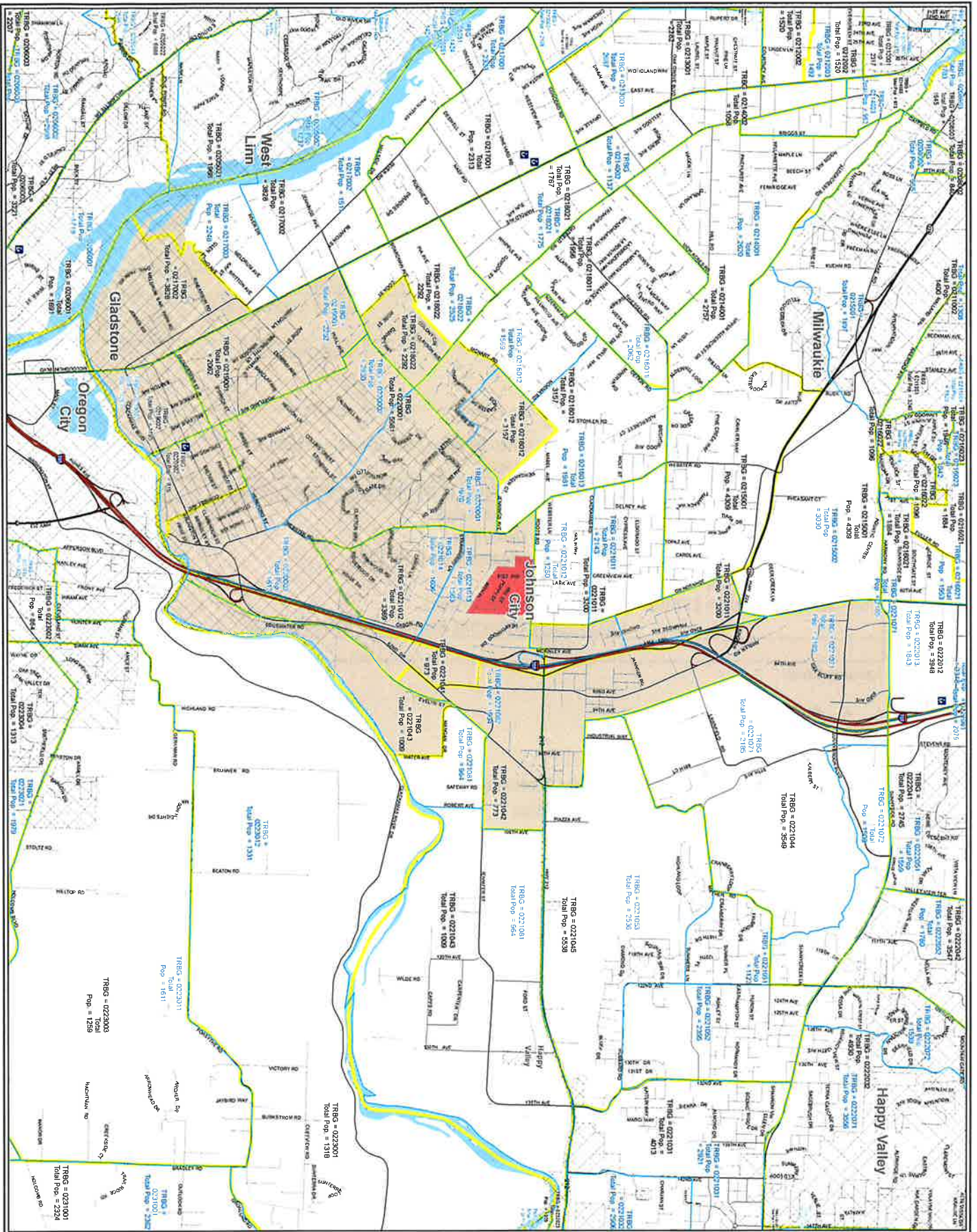
CLACKAMAS COUNTY

2010 Census

U.S. DEPARTMENT OF COMMERCE

BUREAU OF ECONOMIC ANALYSIS

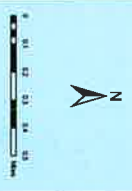
U.S. CENSUS BUREAU



**Gladstone
Library Service Area
(Library District) -
No New GL Built**

Legend

- Places**
- ▲ County Courthouse
 - ▲ City Hall
 - Hospital
 - Airport
 - Park / Recreation
 - Golf Course
 - Boat Launch
 - Winter Recreation
 - Cemetery
 - Library
 - Ferry Crossing
 - Swimming
 - Oregon Trail
 - Interp. Center
- Boundaries**
- City Not Included
 - City Boundary
 - Year 2000
 - Tract Block Groups
 - Year 2010
 - Tract Block Groups



CLARKAMAS COUNTY
 1000 N. Main Street, Astoria, OR 97103
 Phone: 503.325.2000
 Fax: 503.325.2001
 Website: www.clarkamascounty.gov

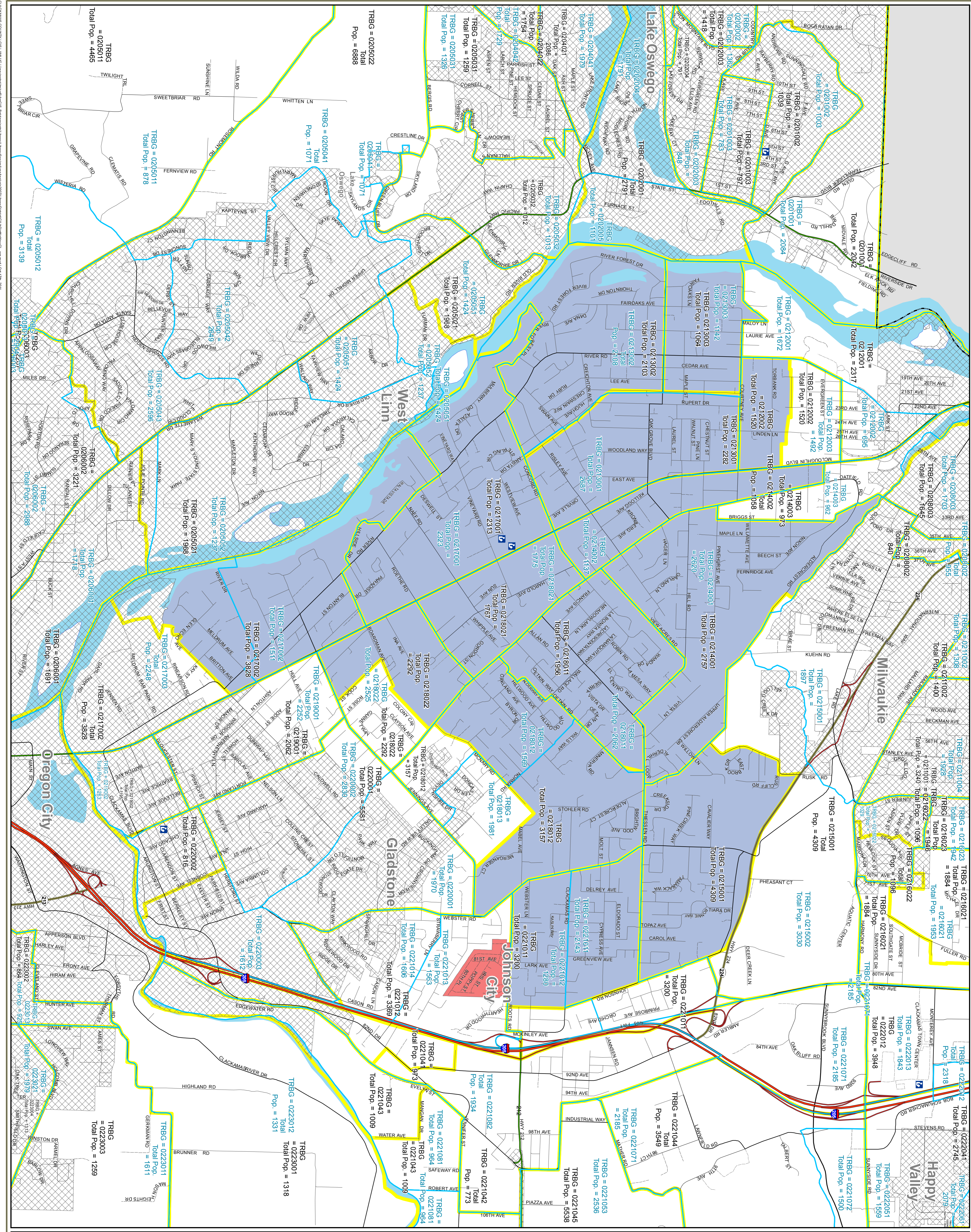
CONCEPT OPTION A - JOINT GLADSTONE/OAK LODGE LIBRARY OPERATION (one service area with uniform services) – debt paid from operating cash and use of \$3.5 reserves		
	Oak Lodge	Gladstone
Population	38,998	11,505
Building Square Feet (.5 per capita)	19,500	6,000 (rounded up)
Estimated Building Cost @ \$300/Square Foot	\$5.9 Million	\$1.8 Million
Estimated Annual Debt – \$4.2 Million Bond Issuance	\$310,000 20 year bond (to be paid from operating revenue) 3.5% Interest Rate	
Revenue Bond Rate	No impact to citizens (debt paid from operating cash)	
Annual Operating Revenue –	\$1,281,502 – Oak Lodge \$700,159 – Gladstone <u>\$200,000</u> – Gladstone General Fund	
Per Capita before debt = \$43.20	\$2,181,661	
Per Capita after debt = \$37.06	(\$310,000) – Annual Debt <u>\$1,871,661</u> Operating Revenue for both facilities	

Assumptions:

- Build two new Libraries
 - Gladstone
 - Oak Lodge
- Change Master Order - \$3.5 Million Reserve to be used for capital construction
- \$4.2 Revenue Bond – capital construction
- No change in service boundary
- IGA for County to manage operations of both facilities
 - More efficient operations; staff sharing; economies of scale
 - Need to forecast operating costs of jointly running both libraries
 - Gladstone employees to become County employees?
- Joint construction of both buildings
 - IGA for construction/ownership/citizen involvement
 - Use of same contractor
 - Use of same Design/Landscape Architect firm
- Communication Plan/PGA to assist
 - Citizens
 - OL Library Advisory Group
 - Gladstone Advisory Group
- Gladstone – Measure to repeal current GF restrictions

EXHIBIT 5 - Property Description

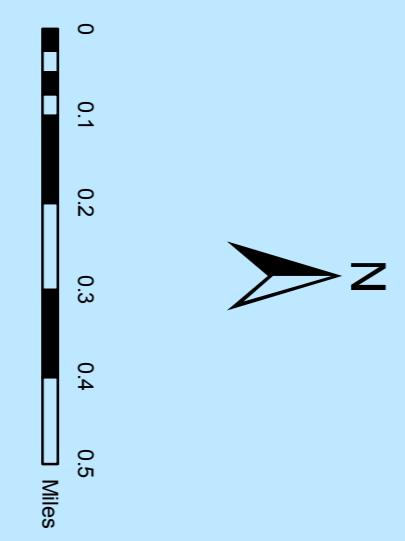
(Need list of City property, or classes of property, in library to be retained)

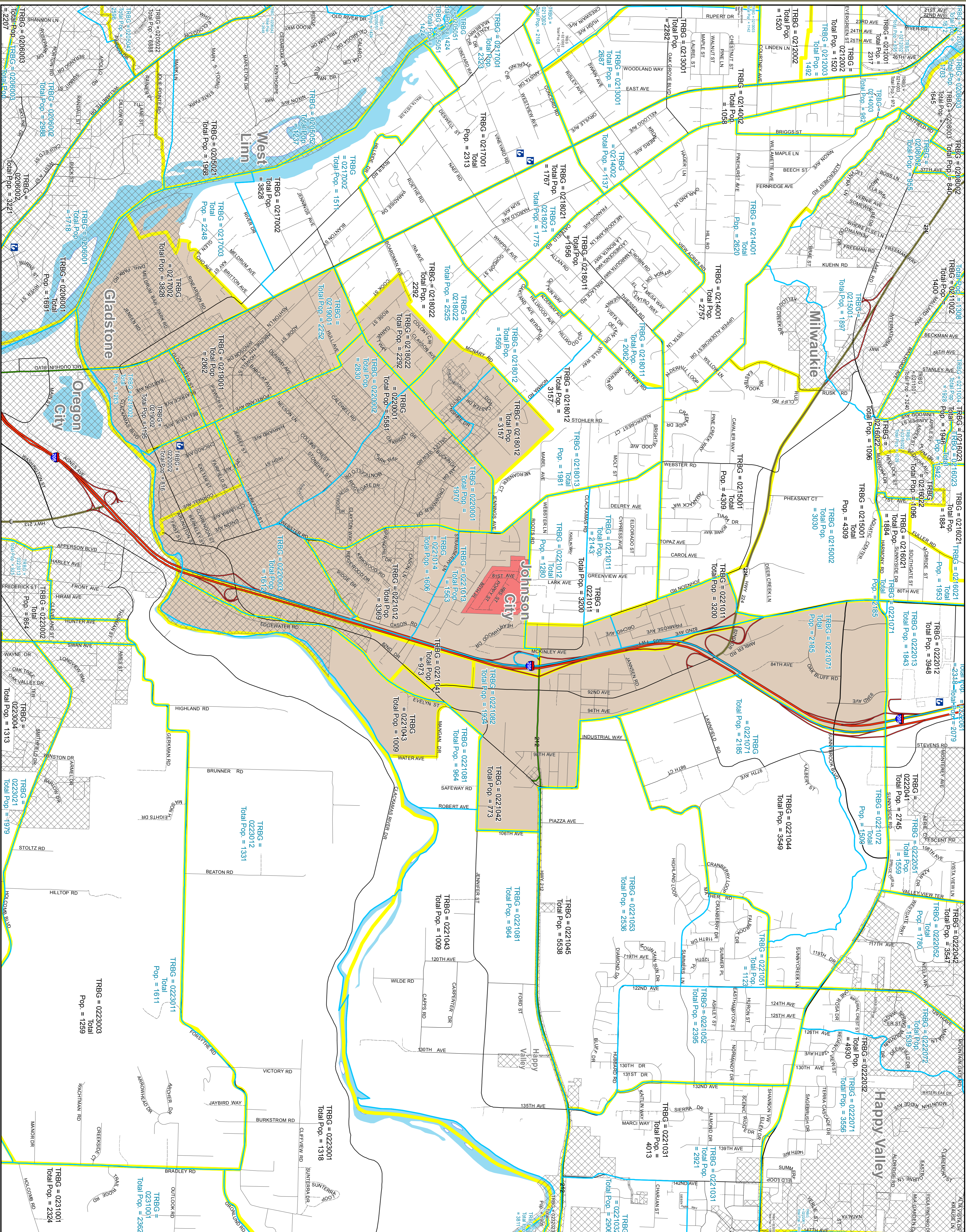


Oak Lodge Library Service Area (Library District) - No New GL Built

Legend

- Places**
 - County Courthouse
 - City Hall
 - Hospital
 - Airport
 - Park / Recreation
 - Golf Course
 - Boat Launch
 - Winter Recreation
 - Cemetery
 - Library
 - Ferry Crossing
 - Swimming
 - Oregon Trail Interp. Center
- Boundaries**
 - City Not Included
 - City Boundary
 - Year 2000 Tract Block Groups
 - Year 2010 Tract Block Groups
 - Year 2020 Tract Block Groups

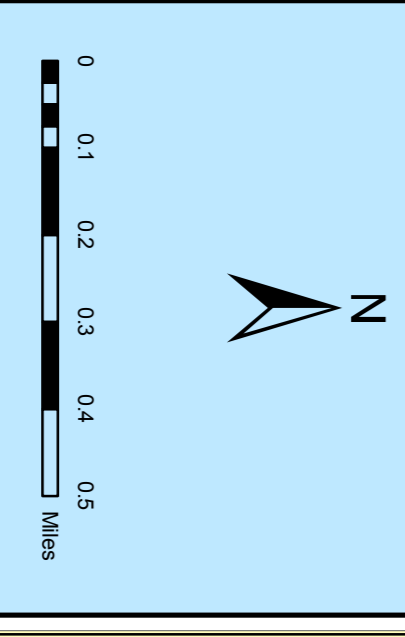




Gladstone Library Service Area (Library District) - No New GL Built

Legend

- Places**
- ▲ County Courthouse
 - City Hall
 - Hospital
 - Airport
 - Park / Recreation
 - Golf Course
 - Boat Launch
 - Winter Recreation
 - Cemetery
 - Library
 - Ferry Crossing
 - Swimming
 - Oregon Trail
 - Interp. Center
- Boundaries**
- City Not Included
 - City Boundary
 - Year 2000 Tract Block Groups
 - Year 2010 Tract Block Groups



CONCEPT OPTION A - JOINT GLADSTONE/OAK LODGE LIBRARY OPERATION (one service area with uniform services) – debt paid from operating cash and use of \$3.5 reserves		
	Oak Lodge	Gladstone
Population	38,998	11,505
Building Square Feet (.5 per capita)	19,500	6,000 (rounded up)
Estimated Building Cost @ \$300/Square Foot	\$5.9 Million	\$1.8 Million
Estimated Annual Debt – \$4.2 Million Bond Issuance	\$310,000 20 year bond (to be paid from operating revenue) 3.5% Interest Rate	
Revenue Bond Rate	No impact to citizens (debt paid from operating cash)	
Annual Operating Revenue –	\$1,281,502 – Oak Lodge \$700,159 – Gladstone \$200,000 – Gladstone General Fund	
Per Capita before debt = \$43.20	\$2,181,661	
Per Capita after debt = \$37.06	(\$310,000) – Annual Debt \$1,871,661 Operating Revenue for both facilities	

Assumptions:

- Build two new Libraries
 - Gladstone
 - Oak Lodge
- **Change Master Order – \$3.5 Million Reserve to be used for capital construction**
- **\$4.2 Revenue Bond – capital construction**
- No change in service boundary
- IGA for County to manage operations of both facilities
 - More efficient operations; staff sharing; economies of scale
 - Need to forecast operating costs of jointly running both libraries
 - Gladstone employees to become County employees?
- Joint construction of both buildings
 - IGA for construction/ownership/citizen involvement
 - Use of same contractor
 - Use of same Design/Landscape Architect firm
- Communication Plan/PGA to assist
 - Citizens
 - OL Library Advisory Group
 - Gladstone Advisory Group
- Gladstone – Measure to repeal current GF restrictions

**Exhibit 4 - TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY AND THE CITY OF GLADSTONE, AND
AFSCME COUNCIL 75, LOCAL 350-03 (GLADSTONE)**

EMPLOYEE TRANSFER AGREEMENT

This Employee Transfer Agreement ("Agreement") is entered into by and between Clackamas County ("County"), the City of Gladstone ("City"), and AFSCME Council 75, Local 350-03 (Gladstone).

Section 1: Transfer of Employees

- A. The City's employees of the Gladstone Library as of November 30, 2019 ("Transferring Employees") shall be transferred to the employ of the County pursuant to ORS 236.605-640 on December 1, 2019 ("Date of Transfer")
- B. No later than seven (7) days before the Date of Transfer, the City will provide to County an electronic version of each Transferring Employees' personnel file/employment records, as maintained by the City's Human Resources Department.

Section 2: Wages

- A. County agrees to maintain the Transferring Employees' salary or hourly wage rate as of the Date of Transfer for a period of twelve (12) months immediately following the Date of Transfer, as long as the Transferring Employee remains employed by County.
- B. After the first twelve (12) months of employment with County following the Date of Transfer have passed, County agrees to place the Transferring Employee(s) who remains employed by the County at the closest salary or hourly wage for the position, as designated under County's then current classification and salary schedule.

Section 3: Accrued Leaves

- A. At the option of the Transferring Employee, which must be made on or before November 22, 2019 ("Election Date"), the Transferring Employee may elect to transfer any accrued and unused sick leave and may retain accrued vacation leave up to a maximum of eighty (80) hours. Between the Election Date above and the Date of Transfer, any vacation leave hours or sick leave hours used by a Transferring Employee will result in a reduction of the transferred balance by an equivalent number of hours. During that period between the Election Date and the Date of Transfer,

an employee will not be permitted to exceed the number of accrued and unused vacation leave hours and/or accrued and unused sick leave hours; in such a circumstance, the employee will be in a leave without pay status for any vacation leave hours and/or sick leave hours that go beyond the accrued amount.

- B. On the Date of Transfer, the City will liquidate and pay out to the Transferring Employee any accrued and unused compensatory time or vacation time that the Transferring Employee has elected for payout, consistent with any applicable statute and/or applicable Clackamas County Employees Association collective bargaining agreement.
- C. At the time of transfer, the City agrees to pay to County, by December 31, 2019 a sum equal to the number of hours of retained sick leave and vacation leave by each transferred employee times the employee's hourly rate of pay as of December 31, 2019.

Section 4: Seniority

- A. Seniority of Transferring Employees will be in accordance with ORS 236.620(1)(c). Transferring Employees shall retain the seniority they accrued while employed by City. Effective on the Date of Transfer and pursuant to ORS 236.620 (1), Transferring Employees will be placed on the County's employee roster and the roster shall be consolidated into a single seniority list. Subject to other provisions of this Agreement, the crediting of seniority shall apply for all purposes, under the Clackamas County collective bargaining agreement.
- B. If a Transferring Employee and a current County employee have the same classification seniority, seniority shall be determined by each employee's date of hire. If the dates of hire are the same, seniority shall be determined by the date of job offer. If the job offer dates are the same, the Transferring Employee shall be placed below the Clackamas County employee on the seniority list.

Section 5: Retirement

- A. The parties agree that both entities participate in PERS, and that pursuant to ORS 236.620, all Transferring Employees are able to participate in the same retirement system at the County that they are at the City. Therefore no election need be made regarding participation in a retirement system.
- B. The parties agree that all PERS employer assets and liabilities based on PERS-covered service of the Transferring Employees from their date of hire with the City through November 30, 2019, shall be attributable to and

the responsibility of the City, and all PERS employer assets and liabilities based on PERS-covered service of the Transferring Employees on and after December 1, 2019, shall be attributable to the County.

Section 6: Health Insurance Other Benefits

- A. County agrees to provide to Transferring Employees on the Date of Transfer, the health insurance and benefits, hours, conditions, and privileges, as its other similarly classified employees, subject to the same collective bargaining agreement.
- B. Nothing contained herein, either expressly or implied, shall confer upon any Transferred Employee or any other employee or legal representatives thereof any contractual rights of continued employment.

Section 7: Other Terms

- A. This Agreement represents the entire agreement of the parties and supersedes all prior oral or written understandings, statements, representations, or promises regarding the impact of the transfer of City employees to the County. The parties expressly represent that there are no other understandings, representations, or agreements between them relative to the subject matter of this Agreement, except as set forth in the Intergovernmental Agreement referenced above. This Agreement may be amended by the written consent of the parties.
- B. The parties agree that the transfer of employees from the City to the County, which is governed by ORS 236.605 through ORS 236.640, is fulfilled by the terms of this Agreement. The parties further agree that they understand all of the provisions of this Agreement and execute it voluntarily with full knowledge of its significance and consequences.

AFSCME Council 75, Local 350-03

By: _____

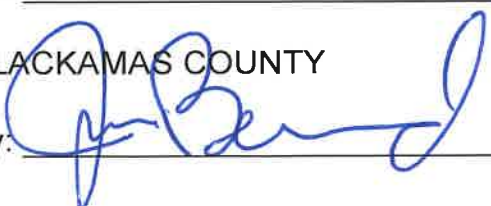
Date: _____

CITY OF GLADSTONE

By: _____

Date: _____

CLACKAMAS COUNTY

By:  _____

Date: _____

the responsibility of the City, and all PERS employer assets and liabilities based on PERS-covered service of the Transferring Employees on and after December 1, 2019, shall be attributable to the County.

Section 6: Health Insurance Other Benefits

- A. County agrees to provide to Transferring Employees on the Date of Transfer, the health insurance and benefits, hours, conditions, and privileges, as its other similarly classified employees, subject to the same collective bargaining agreement.
- B. Nothing contained herein, either expressly or implied, shall confer upon any Transferred Employee or any other employee or legal representatives thereof any contractual rights of continued employment.

Section 7: Other Terms

- A. This Agreement represents the entire agreement of the parties and supersedes all prior oral or written understandings, statements, representations, or promises regarding the impact of the transfer of City employees to the County. The parties expressly represent that there are no other understandings, representations, or agreements between them relative to the subject matter of this Agreement, except as set forth in the Intergovernmental Agreement referenced above. This Agreement may be amended by the written consent of the parties.
- B. The parties agree that the transfer of employees from the City to the County, which is governed by ORS 236.605 through ORS 236.640, is fulfilled by the terms of this Agreement. The parties further agree that they understand all of the provisions of this Agreement and execute it voluntarily with full knowledge of its significance and consequences.

AFSCME Council 75, Local 350-03

By: 


Date: 11/19/19

CITY OF GLADSTONE

By: _____

Date: _____

CLACKAMAS COUNTY

By: 

Date: _____

the responsibility of the City, and all PERS employer assets and liabilities based on PERS-covered service of the Transferring Employees on and after December 1, 2019, shall be attributable to the County.

Section 6: Health Insurance Other Benefits

- A. County agrees to provide to Transferring Employees on the Date of Transfer, the health insurance and benefits, hours, conditions, and privileges, as its other similarly classified employees, subject to the same collective bargaining agreement.
- B. Nothing contained herein, either expressly or implied, shall confer upon any Transferred Employee or any other employee or legal representatives thereof any contractual rights of continued employment.

Section 7: Other Terms

- A. This Agreement represents the entire agreement of the parties and supersedes all prior oral or written understandings, statements, representations, or promises regarding the impact of the transfer of City employees to the County. The parties expressly represent that there are no other understandings, representations, or agreements between them relative to the subject matter of this Agreement, except as set forth in the Intergovernmental Agreement referenced above. This Agreement may be amended by the written consent of the parties.
- B. The parties agree that the transfer of employees from the City to the County, which is governed by ORS 236.605 through ORS 236.640, is fulfilled by the terms of this Agreement. The parties further agree that they understand all of the provisions of this Agreement and execute it voluntarily with full knowledge of its significance and consequences.

AFSCME Council 75, Local 350-03

By: _____

Date: _____

CITY OF GLADSTONE

By:  _____

Date: 11/12/2019

CLACKAMAS COUNTY

By: _____

Date: _____

EXHIBIT 5 - Property Description

(Need list of City property, or classes of property, in library to be retained)

Clackamas County Library Advisory Board Bylaws Update

BCC Policy Session
November 24, 2020

LAURA ZENTNER, DIRECTOR
ALLEGRA WILLHITE, DEPUTY DIRECTOR
MITZI OLSON, LIBRARY MANAGER

- October 2017: County and City of Gladstone Settlement Agreement
 - Construct and manage two new libraries (one in the Oak Lodge Service Area, and the other in the City of Gladstone)
- November 2019: Intergovernmental Agreement (IGA)
- Gladstone Library Board dissolved by November 14, 2020
- Formation of single Library Advisory Board to advise on library-related issues for both libraries
 - Proportionate membership for unincorporated Oak Lodge Service Area, unincorporated portion of Gladstone Library Service Area, and City of Gladstone

Background

- Two Library Board members from each Library Board
- Two meetings held
- Collaborated on Bylaw recommendations
- Shared recommendations with respective Library Boards
 - Collected feedback from both Library Boards
- Modified draft Bylaws

Library Subcommittee

- Two Library Board Subcommittee meetings
- Optional Gladstone Community Library Planning Task Force meeting
- Three Oak Lodge Library Board meetings
- Three Gladstone Library Board meetings

Community Involvement

	Regular Board Membership	Ex Officio Membership	LDAC Appointees	City Ad Hoc Library Committee
Oak Lodge Library Service Area	<p>3 Regular Members</p> <p>3 members must reside within the Oak Lodge Library Service Area</p> <p>1 of the 3 regular members shall act as Chair or Vice Chair</p> <p>1 alternate member, residing within the Oak Lodge Library Service Area, will only vote in the absence of a regular member</p>	<p>1 non-voting County elected official</p>	<p>1 regular member representing Oak Lodge Library Service Area appointed to LDAC</p> <p>3 regular members representing Oak Lodge Library Service Area shall make LDAC appointment recommendation to BCC</p>	N/A
Gladstone Library Service Area	<p>2 Regular Members</p> <p>1 member must reside within the City of Gladstone</p> <p>1 member must reside within unincorporated portion of the Gladstone Library Service Area</p> <p>1 of the 2 regular members shall act as Chair or Vice Chair</p> <p>1 alternate member, residing within the Gladstone Library Service Area, will only vote in the absence of a regular member</p>	<p>1 non-voting City elected official</p>	<p>1 regular member representing Gladstone Library Service Area appointed to LDAC</p> <p>2 regular members representing Gladstone Library Service Area shall make LDAC appointment recommendation to BCC</p>	<p>Regular member representing the City of Gladstone shall Chair the City Ad Hoc Library Committee</p>

Summary of Proposed Bylaws

- County staff and members from disbanding Library Boards (or appointees) included in the Library Board Recruitment Committee
 - Two Gladstone Library Board members, with one member residing within City of Gladstone and one within unincorporated Gladstone
 - Two Oak Lodge Library Board members
 - Recruitment committee members cannot apply for positions on the new Library Board
 - If needed, can appoint community members to the recruitment committee
 - Appointees must reside within the designated service areas
- Recruitment Committee makes formal appointment recommendations to the Board of County Commissioners (BCC)

Initial Library Board Recruitment

- Initial appointees to the Library Board will have staggered term limits
 - One membership expires June 30, 2022
 - Two memberships expire June 30, 2023
 - Two memberships (one from each Library service area) expire June 30, 2024

Initial Library Board Term Limits

1. Approve the proposed Clackamas County Library Advisory Board Bylaws as submitted
2. Do not approve the Bylaws and require specific change to the Bylaws.

Staff Recommendation: Option 1

Options and Staff Recommendation



Feedback & Questions



Thank You

LAURA ZENTNER
BCS DIRECTOR
503.742.4351
LZENTNER@CLACKAMAS.US

