

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS
Sitting as the Library Service District Board of Directors

[Policy Session Worksheet](#)

Date: 08/06/2024 & 08/07/2024 **Approx. Start Time:** 2:30 pm/3:00 pm **Approx. Length:** 60 min.

Presentation Title: Clackamas County Library District Funding Part 1 & 2

Department: Transportation and Development, Office of County Counsel

Presenters: Dan Johnson, Director, Department of Transportation
 Jeffrey Munns, Assistant County Counsel, Office of County Counsel
 Sarah Eckman, Assistant Director, Department of Transportation & Development

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

Master IGA Revision – Direction on requested revisions to Master IGA to provide clarity on allowable uses of Library District funds, specifically related to capital expenditures and allocated costs

BACKGROUND:

Library District Overview

Library District History

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

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

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

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

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

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

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

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

The Capital IGAs require “fair representation of served library patrons on the City’s library board, including patrons from unincorporated Clackamas County.” (*Capital IGA, Section 2.4*) Each Library Service Area is represented by a library board, which is made up of community members from both the incorporated and unincorporated areas within the service area.

Library Network Services

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

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

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

Evolution of Library Services

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

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

As a consortium, the Libraries in Clackamas County (LINCC) (the 13 libraries across Clackamas county) struggle to meet the needs of our communities and keep up with neighboring library systems.

Library District Advisory Committee

The Library District Advisory Committee (LDAC) is mandated in Section 1.2 of the Master IGA. Each Library City nominates one representative, who is then appointed to the committee by the District Board.

According to the Master IGA, LDAC must meet at least annually to consider:

- Evaluation of progress reports submitted by member libraries
- Proposed changes to the IGA
- The impact of the annexation or withdrawal of territory from the District, including the review of service area maps and the distribution formula, along with a recommendation of whether a newly-incorporated city qualifies as a service provider. (*Master IGA, Sections 3.4 & 3.5*)

Master IGA revision

In January 2024, at BCC direction, staff began working with city managers regarding amending the Library District Master IGA with the specific intention of clarifying how Library District revenue may be used for capital expenses. This was in response to a letter the Library District Advisory Committee sent to the BCC requesting clarification of how library district funds are spent. The Master Order provides that the funding should raise service levels to the “threshold” level recommended by the Oregon Library Association (“OLA”). These standards include facility requirements that may require capital expenditures. The OLA standards also include staffing, materials, access, governance, technology, and community involvement.

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. The opinion of County Counsel’s office is that the Master Order incorporates the OLA standards. Those standards include the necessity to provide and adequate facility. Library District revenue may be used by a Library City to comply with the OLA standards as referenced in the Master Order.

Staff met with the city managers in February and as an outcome of that discussion, drafted the attached revision to the IGA for their review and comment.

The IGA revision does two things – 1) it incorporates the changes discussed with city managers (a recap of those is below), and 2) incorporates all of the prior amendments into the full agreement. The intention behind incorporating past amendments is to take this opportunity to consolidate the original agreement and all amendments into one document.

Recap of February discussion regarding the IGA, consensus was gained to:

- a. Leave section 2.1 as-is,
- b. Add Attachment C language, with the space standards removed,
- c. Adjust IGA language to ensure it’s consistent with the changes to attachment C,
- d. Keep the agreement high level as to how it speaks to use of library district funds and
- e. Upon review and approval by the BCC to move forward, County staff will circulate the new agreement to cities for submittal to their governing bodies.

The draft was circulated to city managers on March 19 with a request for feedback. Only one city manager responded with feedback, which was for us to ensure that the assessed value and unincorporated numbers in IGA - Attachment A reflect the appropriate year. Research determined that the numbers in this attachment reflect 2008 and are used as a reference document. The Library District Distribution Formula is updated each year to reflect the most current numbers.

The city managers support the attached revisions to the IGA.

Staff took the proposed IGA revisions to the LDAC for initial review on May 20, 2024 and for discussion on July 29, 2024. At the July 29 meeting, the LDAC passed a motion to not accept the amendment as written. The motion passed 5-3.

Reasons cited for not accepting the amendment as written were:

- "It doesn't change anything" or answer the questions posed.
- It makes sense to wait to go to city councils with more complete changes.
- Facilities language too vague. Don't necessarily disagree with it, but it's not enough to answer the question of how funds can be spent. Doesn't want to use city council time.
- The amendment changes what was offered to voters in measure 3-310, Master Order, and Master IGA. Wants to clearly identify all the issues, as was the intent with the task force.
- Agreed with other comments. Wanted more substantial changes. "Doesn't have the impact to solve the core problems."

Reasons cited to accept the amendment as written:

- LDAC escalated the question of how funds are spent to the Board, the result is adding clarifying language from the OLA standards. States that spending to meet standards is appropriate.
- Agreement that it doesn't solve the core issues, but it is a path to move forward. Once this is done, can look at other issues.
- "This is the first step of many." Facility needs a part of meeting service standards.

Cities have not taken this forward to their councils for formal approval and would only do so if it is approved by you as the Board of County Commissioners.

[Hoodland Library rent request](#)

The Hoodland Library is currently operated by the City of Sandy pursuant to the Capital IGA with Clackamas County. Recently there has been a request from representatives of the Hoodland Library Service Area for additional general fund support. No action by the BCC has been taken at this time.

Library District Rate

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

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

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

Library Directors Group Strategic Efforts

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

FINANCIAL IMPLICATIONS (current year and ongoing):

Is this item in your current budget? YES NO

What is the cost? N/A

What is the funding source? N/A

STRATEGIC PLAN ALIGNMENT:

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

LEGAL/POLICY REQUIREMENTS:

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

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

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

The Capital IGAs require “fair representation of served library patrons on the City’s library board, including patrons from unincorporated Clackamas County.” (Capital IGA, Section 2.4)

In January 2024, at BCC direction, staff began working with city managers regarding amending the Library District Master IGA with the specific intention of clarifying how Library District revenue may be used for capital expenses. This was in response to a letter the Library District Advisory Committee sent to the BCC requesting clarification of how library district funds are spent.

Consensus was gained to:

- a. Leave section 2.1 as-is,
- b. Add Attachment C language, with the space standards removed,
- c. Adjust IGA language to ensure it's consistent with the changes to attachment C,
- d. Keep the agreement high level as to how it speaks to use of library district funds and
- e. Upon review and approval by the BCC to move forward, County staff will circulate the new agreement to cities for submittal to their governing bodies.

The revisions were drafted and approved by County Counsel.

PUBLIC/GOVERNMENTAL PARTICIPATION:

In early 2024, revisions to the Library District IGA were discussed and drafted in coordination with City Managers in Clackamas county, with consensus reached on the proposed language.

The Library District Advisory Committee reviewed the proposed revisions to the Master IGA and passed a motion to not accept the amendment as written. The motion passed 5-3.

OPTIONS:

- 1) Direct staff to advance revisions to Master IGA as presented
- 2) Direct staff to advance revisions to Master IGA with specific changes
- 3) Direct staff to make further revisions to the Master IGA and return at a later date
- 4) Decline to advance revisions to Master IGA and leave as-is

RECOMMENDATION:

Staff respectfully recommend Option 1), Direct staff to advance revisions to Master IGA as presented.

ATTACHMENTS:

- Restated and Amended Master IGA (Attachment A)
- Master Order & Measure 3-310 (Attachment B)
- Capital IGA example (City of Sandy) (Attachment C)
- LDAC Bylaws (Attachment D)
- LDAC Roster (Attachment E)
- LINCC Directors Group Strategic Direction (Attachment F)

SUBMITTED BY:

Division Director/Head Approval _____

Department Director/Head Approval _____

County Administrator Approval _____

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| For information on this issue or copies of attachments, please contact Sarah Eckman, 503-894-3135 |
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**RESTATEMENT AND FOURTH AMENDMENT OF THE
COOPERATIVE INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE LIBRARY DISTRICT OF CLACKAMAS COUNTY
AND
MEMBER CITIES**

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

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

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

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

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

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

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

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

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

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

Section 1 Obligations of the District

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

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

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

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

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

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

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

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

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

Section 2 Obligations of the Cities

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

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

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

Section 3 Term and Amendment

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

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

Section 4 General Provisions

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

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

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

- 4.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

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

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

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

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

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

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

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

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

| |
|-------------------------|
| THE CITY OF WILSONVILLE |
| By: _____ |
| Title: |
| ATTEST: |

Attachment A

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

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

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

2. The Formula has two components:

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

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

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

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

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

**Library District
Distribution Formula**

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

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

Example Distribution Calculation
Assuming \$12 million in tax receipts

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

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

Attachment B

Service population maps are included as Attachment B.

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

[See attached maps]

Attachment C Service Standards

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

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

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

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

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

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

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

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

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

Threshold Standards

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

Provide a book drop when library is closed.

Provide a designated area to meet the needs of children.

Provide separate staff work area.

Provide a business telephone with a listed number.

Comply with ADA standards.

Provide sufficient parking.

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

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

Provide a public restroom, sufficient heating, and ventilation.

Provide facilities that are adaptable for technology.

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

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

FILED

DEC 8 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

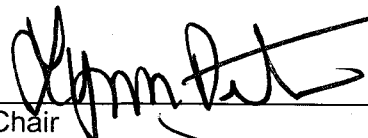
It further appearing that pursuant to Board Order 2008-135, this Board ordered an election on the question of formation of the District be held on November 4, 2008; and

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 26th 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.

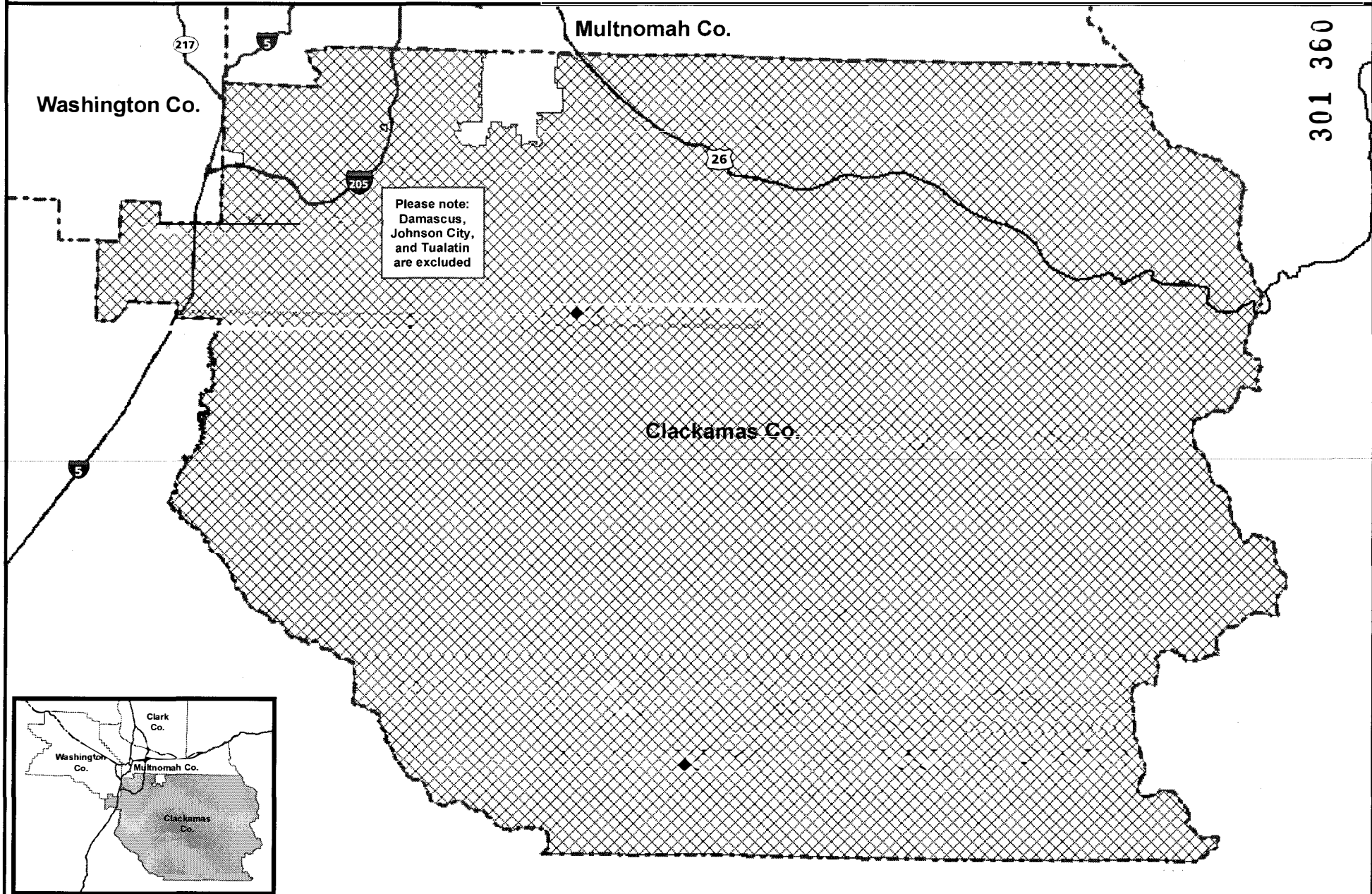
Proposal No. CL1408

Formation of Library District of Clackamas County

Clackamas Co.

2008-189

301 360



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.

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

Clackamas County, Oregon
 General Election
 November 4., 2008

REPORT-EL52 PAGE 0168

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

WITH 187 OF 187 PRECINCTS REPORTING

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

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

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

NUMBERED KEY CANVASS

Clackamas County, Oregon
General Election
November 4, 2008

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

REPORT-EL52 PAGE 0169

WITH 187 OF 187 PRECINCTS REPORTING

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

| | VOTES | PERCENT |
|------------|---------|---------|
| Vote for 1 | | |
| 01 = Yes | 104,082 | 61.25 |
| 02 = No | 65,848 | 38.75 |

| | VOTES | PERCENT |
|------------------|--------|---------|
| 03 = OVER VOTES | 42 | |
| 04 = UNDER VOTES | 16,019 | |

(CONTINUED FROM PREVIOUS PAGE)

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

301 363

NUMBERED KEY CANVASS

Clackamas County, Oregon
General Election
November 4, 2008

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

REPORT-EL52 PAGE 0170

WITH 187 OF 187 PRECINCTS REPORTING

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

Vote for 1

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

03 = OVER VOTES
04 = UNDER VOTES

VOTES PERCENT
42
16,019

(CONTINUED FROM PREVIOUS PAGE)

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

NUMBERED KEY CANVASS

Clackamas County, Oregon
General Election
November 4, 2008

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

REPORT-EL52 PAGE 0171

WITH 187 OF 187 PRECINCTS REPORTING

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

Vote for 1

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

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

(CONTINUED FROM PREVIOUS PAGE)

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

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

301 365

Clackamas County

Measure 3-310

Ballot Title

ESTABLISH A COUNTYWIDE LIBRARY SERVICE DISTRICT IN CLACKAMAS COUNTY

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

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

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

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

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

Explanatory Statement

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

Current Library Services

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

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

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

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

Rationale for Proposal

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

What the New District Would Provide

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

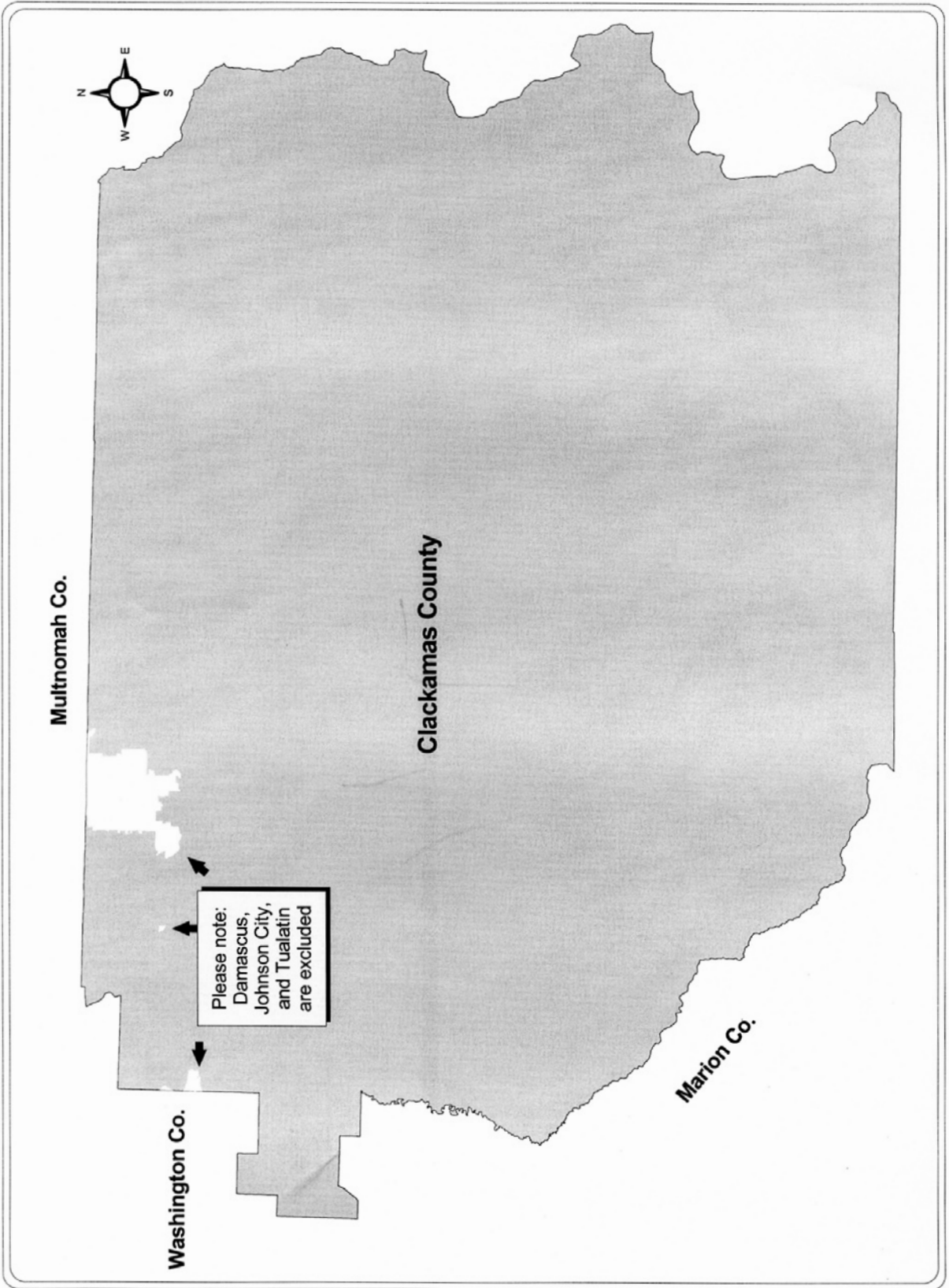
District Governance

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

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

Measure 3-310

Measure 3-310 Formation of Library District of Clackamas County



COOPERATIVE INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND
THE CITY OF SANDY

THIS COOPERATIVE INTERGOVERNMENTAL AGREEMENT (this "Agreement"), is entered into this 25 day of June, 2009, by and between the Clackamas County (the "County") a political subdivision of the State of Oregon, and the City of Sandy, a municipal corporation (the "City").

WHEREAS, the County has formed the Library District of Clackamas County (the "District"), a county service district dedicated to supporting the provision of library services within its boundaries; and

WHEREAS, as part of the preparatory process for the formation of the District, the Board of County Commissioners proposed a one-time contribution from the County general fund to each city providing library services in the District for the sole purpose of capital improvements to the libraries therein (the "Capital Contribution"); and

WHEREAS, the City and other cities within the District have entered into a separate intergovernmental agreement dated JUNE 25, 2009 with the District for the distribution of District funds for the purposes of operating, maintaining and enhancing services at the libraries within the District (the "District IGA"); and

WHEREAS, the County is entering into similar intergovernmental agreements with city library service providers ("Library Cities") for their respective Capital Contributions; and

WHEREAS, the parties desire to enter into this Agreement to reflect the terms of the Capital Contribution by the County;

NOW, THEREFORE, the County and City each covenant and agree to the following:

Section 1 Obligations of the County

- 1.1 County Capital Contribution. The County shall provide a one-time capital contribution of One Million Two Hundred Fifty Thousand and No/100 Dollars (\$1,250,000.00) to the City for the purposes set forth in Section 2.2 (the "Capital Contribution"), which will be distributed in one or more distributions pursuant to Section 1.3 hereof. The goal of distributing such capital funds is to assist libraries in meeting the Service Standards as defined in the District IGA. \$1,000,000 of the Capital Contribution shall be dedicated for use of the Sandy library, and \$250,000 of the Capital Contribution shall be dedicated for use at the Hoodland library, which shall be operated by City pursuant to Section 5 hereof.
- 1.2 Library Capital Trust Fund. The County shall allocate a guaranteed amount per fiscal year to a County-managed dedicated library capital trust fund (the "Capital Fund") as scheduled and set forth in Exhibit A (the "Disbursement Schedule").

- 1.3 Capital Fund Distribution. The County shall disburse the Capital Contribution from the Capital Fund to the City and other Library Cities based on the Disbursement Schedule. The County shall make distributions up to the maximum available amount for that fiscal year. Such distribution will be made by the County no earlier than January of such fiscal year and no later than 60 days after the City submits to the County a capital plan identifying how the City will use the Capital Contribution. If requests for distributions in a given fiscal year are for a total amount less than the total amount in the Capital Fund, the County shall carry forward such balance to the next fiscal year for distribution as requested.
- 1.4 Changes In Capital Fund Disbursement Schedule. To the extent the City desires a change in the schedule of disbursement, the City shall meet with representatives of the other Library Cities as constituted by the Library District Advisory Committee or otherwise and arrive at a mutually agreeable reordering of the Disbursement Schedule, which shall then be presented to the County Board for its approval. The City hereby consents to an alteration of the Disbursement Schedule without requiring the adoption of a specific amendment upon presentation of a resolution agreed to by a majority of the representatives of the Library Cities consenting to such change and upon approval of the requested change by the Board of County Commissioners.
- 1.5 Library Network. The County currently funds and operates the Library Network of Clackamas County (the "Network") to support the provision of services by the libraries in Clackamas County. The County shall fund the Network to provide the following services at an overall service level at least equal to that being provided by Network in fiscal year 2008/2009:
 - 1.5.1 Automated library system and related telecommunications and technical support;
 - 1.5.2 Courier services;
 - 1.5.3 Administration;
 - 1.5.4 Database management services including creating/acquiring MARC format bibliographic records;
 - 1.5.5 Inter-library loan services;
 - 1.5.6 Inter and intra-regional cooperative library planning;
 - 1.5.7 Shared online databases for public use; and
 - 1.5.8 Internet Service Provider for member libraries.

The County shall not be financially or otherwise responsible for the provision of new services requested or added to Network at the request of the City. To the extent the City or Library Cities generally request new or additional services, such requesting provider(s) will be billed back on separate contracts initiated as services are added. Such agreements shall not modify or restrict the covenants and agreements of the parties hereto.

- 2.1 Capital Fund Disbursement. The City shall receive its Capital Contribution pursuant to Sections 1.3 and 1.4 hereof.
- 2.2 Use of Funds. The City shall expend the Capital Contribution solely for library purposes such as library construction, remodel, expansion, building and site improvements, library construction bonded debt service, and/or collection development.
- 2.3 Proof of Use. After distribution, the County may monitor the use of the Capital Contribution to ensure that these County general funds are used for purposes permitted by Section 2.2.. Upon request of the County the City shall provide a certification that the Capital Contribution has been so used to the head of the Business and Community Services Department of Clackamas County or his or her designee.
- 2.4 Library Board Representation. The City shall provide for fair representation of served library patrons on the City's library board, including patrons from unincorporated Clackamas County.

Section 3 Term and Termination

- 3.1 Term. This Agreement shall commence on July 1, 2009 and automatically renew annually thereafter, unless otherwise terminated as set forth herein.
- 3.2 Termination. This Agreement shall terminate upon the agreement of both parties, or upon one hundred eighty (180) days prior written notice from one party to the other.
- 3.3 Amendment. This Agreement may be amended at any time upon the agreement of both parties.
- 3.4 Failure of the City to use Capital Contribution for Library purpose. If the City at any time uses the Capital Contribution other than for purposes permitted in Section 2.2., the City will be in material breach of this Agreement and shall promptly repay to the County that portion of the Capital Contribution s not so used plus accrued interest on such sum calculated from the date of disbursement to the date of repayment at a rate of 6% per annum.

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. Both 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 Agency and the City as designated herein. 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. Notices shall be sent to the addresses shown below and to the attention of the person indicated.

The principal offices and mailing address of the Parties are:

Clackamas County
Attn: Board of County Commissioners
2051 Kaen Road
Oregon City, Oregon 97045

City of Sandy
Attn: City Manager
39250 Pioneer Blvd.
Sandy, OR 97055

- 4.6 No Personal Liability. No member, official, agent, or employee of the County 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 and (ii) having said party join this Agreement on the terms, conditions and covenants herewith.
- 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 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 Library Cities operate or in future plan to operate public libraries under state law within their boundaries. Under the District IGA, the Library Cities have agreed to provide public library services in unincorporated areas of the County as well as within City boundaries. Clackamas County nonexclusively delegates the authority to operate public libraries for the benefit of incorporated and unincorporated residents of Clackamas County to the City.

Section 5 **Transition of Hoodland Library**

- 5.1 Transfer of Operations. The Parties hereto acknowledge that County currently operates the Hoodland Public Library for the benefit of unincorporated residents in the Hoodland Service Area as defined in the District IGA, and that the City operates a public library for the benefit of its citizens and a number of unincorporated residents in the surrounding area. The City shall assume operation and control of the Hoodland library to serve its current service population and unincorporated residents in the Hoodland Service Area as of July 1, 2009. The City agrees to maintain and operate the facility within the boundaries of the Hoodland Service Area. The City shall operate the Hoodland library in accordance with the Service Standards as defined in the District

IGA, including but not limited to maintaining hours of operation of at least 34 hours per week. The City shall add to the Sandy Library Board of Trustees at least one person to represent the Hoodland Service Area, with such person(s) being appointed as quickly as reasonably possible after July 1, 2009.

- 5.2 Transfer of Employees. The County's employees of the Hoodland Public Library shall be transferred to the employ of the City of Sandy pursuant to ORS 236.605-640 on July 1, 2009, including but not limited to the one regular part-time employee and five regularly scheduled temporary workers. The County shall, as of June 30, 2009, make a single cash payment to each transferring employee reflecting their accrued vacation, sick time and/or retirement benefits.
- 5.3 Transfer of Assets. In consideration of the City's agreement to assume operation of the Hoodland Public Library, the County shall transfer and/or assign, as appropriate, to the City as of July 1, 2009, all assets directly pertaining to the Hoodland Public Library, including but not limited to:
- 5.3.1 its collection of books, CDs, DVDs, audio books, periodicals and any other item marked as owned by the Hoodland Public Library in the Dynix computer system as of June 30, 2009;
 - 5.3.2 all furnishings contained in the Hoodland Public Library, such as bookshelves, tables, chairs, desks, storage units, containers, and any other item located at the Hoodland Public Library used in the operation thereof;
 - 5.3.3 all County-owned equipment such as PCs, thin clients, dumb terminals, printers, fax machines, telephones, answering machines, or lasers located in the Hoodland Public Library as of June 30, 2009;
 - 5.3.4 all miscellaneous office and other supplies, including but not limited to paper, ink ribbons, pens, staples, tapes, rubber bands, first aids kits, and other supplies located at the Hoodland Public Library as of June 30, 2009;
 - 5.3.5 lease for copy machine with RICOH Americas Corporation, Lease number SVC00507356, pursuant to the assignment provisions of such lease; and
 - 5.3.6 rights of continued occupancy and any other rights remaining on the lease for building space held by and between the County and Mercury Development, with the understanding that City shall commence its own negotiation for future terms of leasing space at the same or equivalent space in close proximity.

The County remains solely responsible for all liabilities accrued or owed on or for any of the foregoing as of June 30, 2009.

- 5.4 Transfer of Contracts. Effective July 1, 2009, the County shall assign, transfer, or otherwise convey to the City all contracts, agreements, and other arrangements regarding the Hoodland Public Library, including but not limited to all cleaning service contracts, HVAC maintenance contract currently scheduled to expire on June 30, 2009, and post office box rental. Further, the County and the City 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 City as of July 1, 2009. The County shall remain solely liable for all amounts owed on the foregoing for services through June 30, 2009.

- 5.5 Security Transfers. The County shall collect access keys for the Hoodland Public Library and deliver them to the City at close of business on June 30, 2009. The Parties acknowledge and agree that the keys for the book drop at the Hoodland Public Library allow access to all book drops operated by the County, and therefore new book drop locks will be required after June 30, 2009.

[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.

| | |
|---|--|
| THE CITY OF SANDY | CLACKAMAS COUNTY |
| By: <i>Linda K Malone</i> | By: <i>[Signature]</i> |
| Title: Mayor | Title: Chair |
| ATTEST: <i>[Signature]</i> City Recorder | ATTEST: <i>Mary Raethke</i> 6-25-09 D.2 |

Exhibit A

Disbursement Schedule

| | Year 1 2009/10 | Year 2 2010/11 | Year 3 2011/12 | Year 4 2012/13 | Year 5 2013/14 | TOTAL |
|-----------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------|
| Annual Distribution | 3,500,000 | 3,000,000 | 2,500,000 | 2,000,000 | 1,250,000 | 12,250,000 |
| Prior Year Carryover | -- | 1,350,000 | 350,000 | 850,000 | -- | |
| Total Funds Available | 3,500,000 | 4,350,000 | 2,850,000 | 2,850,000 | 1,250,000 | |
| Library Cities: | | | | | | |
| <i>Canby</i> | | | | 1,000,000 | | 1,000,000 |
| <i>Estacada</i> | 1,000,000 | | | | | 1,000,000 |
| <i>Gladstone</i> | | 1,000,000 | | | | 1,000,000 |
| <i>Happy Valley</i> | | 2,000,000 | | | | 2,000,000 |
| <i>Lake Oswego</i> | | | 1,000,000 | | | 1,000,000 |
| <i>Milwaukie</i> | | | | 1,000,000 | | 1,000,000 |
| <i>Molalla</i> | 150,000 | | | 850,000 | | 1,000,000 |
| <i>Oregon City</i> | | 1,000,000 | | | | 1,000,000 |
| <i>Sandy</i> | | | 1,000,000 | | 250,000 | 1,250,000 |
| <i>West Linn</i> | 1,000,000 | | | | | 1,000,000 |
| <i>Wilsonville</i> | | | | | 1,000,000 | 1,000,000 |
| Total | | | | | | 12,250,000 |
| Carryover: | 1,350,000 | 350,000 | 850,000 | -- | -- | |

Library District Advisory Committee Bylaws

Article I. Name

This organization shall be known as the Library District Advisory Committee (LDAC).

Article II. Purpose

As the recognized advisory board to the Clackamas County Library District Board the LDAC adopts the following purposes consistent with the policies and procedures of Clackamas County and/or the District for Advisory Committees: (IGA Section 1.2)

Section 1. To consider the evaluation reports of district libraries. (Section 2.3)

Section 2. To consider any proposed changes to the Intergovernmental Agreement (IGA) establishing the District between the County and member Cities. (Section 3.3)

Section 3. To consider any impact of the annexation or withdrawal of territory from the District. (Section 3.4 and 3.5)

Section 4. After consideration of changes to the District, to review service area maps and the distribution formula and to recommend any amendments to the IGA adjusting to such changes.

Section 5. To determine whether a newly-incorporated city qualifies as a service provider and to what extent the formula should be adjusted to allow for a distribution to such new service provider.

Article III. Membership

Section 1. The voting membership of LDAC shall consist of one representative or alternate nominated by the Library Service Provider and appointed by the District Board. The term of office shall be determined by the Provider.

Section 2. Non-voting participants may include the Network Manager and the chair of the Director's Group (DG) who act as liaisons. Non-voting participants may not hold office and may be excluded from executive session of the LDAC.

Section 3. Three consecutive unexcused absences by a Library Service Provider representative from regularly scheduled LDAC meetings will result in a request to that jurisdiction to appoint a new representative and alternate.

Article IV. Officers

Section 1. The elected officers of LDAC shall be a Chair and Vice Chair who shall be voting members of LDAC. Secretarial support shall be provided by the Network Manager's staff.

Section 2. The Chair shall establish the agenda with the assistance of the Network Manager and shall preside over meetings, select committee members and be responsible for all other business of the organization. The Vice Chair shall preside in the absence of the Chair.

Section 3. The officers shall hold office for a term of one year or until their successors are elected with the term commencing immediately after their election at the annual meeting.

Section 4. An officer may be removed for any reason by a two-thirds (2/3) vote of the LDAC representatives.

Section 5. In the event of a vacancy in the office of Chair the Vice Chair shall assume this office. A vacancy in the officer of Vice Chair shall be filled by LDAC election.

Article V. Election of Officers

Section 1. The election of officers shall be held as the first order of business following the reading of the minutes at the annual meeting.

Section 2. The officer of Chair may rotate among the representatives from the Library Service Providers.

Article VI. Meetings

Section 1. The LDAC shall meet at least annually (1.2).

Section 2. The LDAC membership may establish a meeting schedule to meet its needs.

Section 3. The District Board shall be invited to attend at least one meeting annually.

Section 4. Special meetings or executive sessions may be called by the Chair as needed or may be called upon written request of three (3) voting members; the purpose of the meeting shall be stated in the call. Except in cases of emergency, at least ten (10) days notice shall be given. All meetings shall be conducted in conformance with the State of Oregon's Public Meeting Laws. (ORS 192.610-690)

Section 5. A quorum shall consist of a majority of the voting members.

Article VII. Committees

Section 1. The Chair shall select members for all committees standing and special as deemed necessary.

Section 2. The Chair shall be an ex-officio member of all committees.

Article VIII. Parliamentary Authority

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the LDAC in all matters in which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the LDAC may adopt.

Article IX. Amendment

These bylaws may be amended at any regular meeting of LDAC by a two-thirds (2/3) vote of those present and voting, provided notice of such amendment has been given in writing to all members at least ten (10) days prior to the meeting.

Article X. Dissolution

Dissolution of LDAC shall be governed by the IGA between Clackamas County and Library Cities.

Available at: <https://www.clackamas.us/librarydistrict/bylaws.html>

Last revised April 23, 2018

Change log:

April 23, 2018:

Change Article V, Section 2 from “The officer of Chair shall rotate among the representatives from the Library Service Providers.” to “The officer of Chair **may** rotate among the representatives from the Library Service Providers.”

| ABC Matrix - Library District Advisory Committee (LDAC) | | | | | | |
|---|------------|--|---|-------------------------------|-----------------------------------|-------------------------------|
| 2/20/2024 | | | | | | |
| First Name | Last Name | If this Position is currently a Vacancy (Member resigning, Member being reappointed) | Occupation/Background | Term Overview (1st, 2nd, etc) | Appointment Date (Day/Month/Year) | Term expires (Day/Month/Year) |
| Aimee | Noss | | City of Canby nominee (Canby Public Library) | n/a | 2/20/2024 | No expiration |
| Desiree | Dumitrescu | | City of Estacada nominee (Estacada Public Library) | n/a | 1/4/2023 | No expiration |
| Al | Matecko | | City of Happy Valley nominee (Happy Valley Library) | n/a | 12/31/2020 | No expiration |
| Diane | Morrow | | City of Happy Valley nominee - ALTERNATE (Happy Valley Library) | n/a | 8/1/2019 | No expiration |
| Mark | Pontarelli | | City of Lake Oswego nominee (Lake Oswego Public Library) | n/a | 5/3/2022 | No expiration |
| Karla | Branson | | City of Milwaukie nominee (Ledding Library of Milwaukie) | n/a | 12/13/2022 | No expiration |
| VACANT | | Per Dan Huff, City Manager 1/24/2017 | City of Molalla nominee (Molalla Public Library) | | | |
| Nick | Dierckman | | City of Oregon City nominee (Oregon City Public Library) | n/a | 4/17/2018 | No expiration |
| Bethany | Shultz | | City of Sandy nominee (Sandy and Hoodland Public Libraries) | n/a | 1/30/2024 | No expiration |
| Lynne | Pollard | | City of Sandy nominee - ALTERNATE (Sandy and Hoodland Public Libraries) | n/a | 1/30/2024 | No expiration |
| VACANT | | Rachel Hyde resigned 2/13/2023 | City of West Linn nominee (West Linn Public Library) | | | |
| Natalie | McNown | | City of Wilsonville nominee (Wilsonville Public Library) | n/a | 7/26/2022 | No expiration |
| Natalie | Smith | | Clackamas County Library Advisory Board nominee (Clackamas County - Oak Lodge Library) | n/a | 1/24/2017 | No expiration |
| Grover | Bornefeld | | Clackamas County Library Advisory Board nominee (Clackamas County - Oak Lodge Library) | n/a | 1/19/2016 | No expiration |

Strategic Direction (FY 2023-2026)

| Imperatives: Our primary goals | Initiatives: What we will do to meet the imperative |
|--|--|
| LISTEN TO OUR COMMUNITIES: Collect and analyze data on community needs and attitudes to inform future planning for the LINCC library district | <ul style="list-style-type: none"> ● Develop and implement a strategy and framework for LINCC-wide engagement and data collection ● Utilize an appropriate mix of LINCC staff and professional consultants to develop surveys and other data collection methods, gather feedback and analyze data to identify similar customer clusters in multiple libraries |
| ADAPT TO COMMUNITY NEEDS: Reduce barriers to access, innovate to meet new and emerging needs, and champion inclusive services and policies for all members of our communities | <ul style="list-style-type: none"> ● Develop and implement policies and services to widen access: <ul style="list-style-type: none"> ○ Eliminate overdue fines ○ Implement user-friendly notifications and renewals ○ Get out of our buildings and into our communities by providing LINCC-wide outreach to underserved populations ● Provide a full range of valuable and inclusive materials and opportunities for youth: <ul style="list-style-type: none"> ○ Be the leaders in early literacy to support school readiness and social development ○ Strengthen services and support for elementary and middle-school children to improve educational outcomes ○ Provide fun, safe, and inviting programs for teens ● Anticipate emerging needs and provide innovative solutions: <ul style="list-style-type: none"> ○ Help all ages access and learn new and evolving technologies ○ Develop intergenerational activities to support needs of families ○ Explore alternative ways to meet the needs of aging residents, including implementing LINCC-wide home delivery services ● Support inclusive communities by providing opportunities for safe and respectful community conversations |
| SHARE OUR STORY: Reach our communities with compelling information about benefits of library services, value of libraries to our communities, and funding challenges facing the LINCC library district | <ul style="list-style-type: none"> ● Develop and implement LINCC vision/mission/values statements for stakeholder education ● Develop and implement a public relations strategy to frame and communicate our story ● Build support for and pass a successor library district which provides both a sufficient tax rate and clarity around the roles of all district participants (city libraries, LINCC Library Services central office, the county, and district-wide advisory groups) |

Libraries in Clackamas County (LINCC)

Core Values

- We defend the right of free expression of ideas and the right to access and read information presenting all points of view on current and historical issues.
- We build and nurture vibrant communities by providing lifelong opportunities to learn, connect, share ideas, and strengthen relationships.
- We protect the right to privacy and confidentiality of library users of all ages, including information sought or received and resources consulted, borrowed, acquired, or transmitted.
- We respect the dignity of all people, celebrate the diversity of our communities, and foster a welcoming and inclusive atmosphere of belonging, where all backgrounds and needs are valued and considered.
- We build and maintain our communities' trust through transparent communication, listening and adapting to emerging needs, and ethical stewardship of public resources.

Libraries in Clackamas County (LINCC)

Vision & Mission Statements

Vision

All community members within the Libraries in Clackamas County (LINCC) Library District utilize the full range of library resources to create and enjoy vibrant, informed, inclusive, and sustainable communities.

Mission

The LINCC Library District empowers our communities by:

- Continually listening to our communities, adapting to meet their needs, and sharing information about available library services.
- Welcoming all people to discover and enjoy over 1 million physical and digital items and a myriad of events countywide.
- Enhancing access and simplifying the user experience for all.
- Providing opportunities to gather, connect, and learn in a wide range of community and virtual spaces.