

LIBRARY DISTRICT TASK FORCE – MEETING 1

Wednesday, June 11, 2025 | 9:30 – 11:00 A.M.
Development Services Building – 150 Beaver Creek Road, Room 401

AGENDA

Meeting 1 Purpose:

- Review the Task Force charge, roles and responsibilities
- Listen to committee ideas and viewpoints as it relates to the future of the Library District
- Review relevant materials and ask questions
- Provide input for Task Force meeting schedule

- 9:30 a.m. Welcome and Introductions
9:35 a.m. Task Force Charge
9:40 a.m. Task Force Meeting Ground Rules
9:45 a.m. Task Force Icebreaker “Big Picture Activity” (3 min each)
10:15 a.m. Library District Overview:
 - Library District Historical Overview
 - Library District Intergovernmental Agreement Review
 - Library District Issues and Opportunities10:35 a.m. Questions
10:45 a.m. Next Steps:
 - Establish Preferred Meeting Times
 - Meeting Two: Assess and Discuss Issues11:00 a.m. Adjourn

Task Force Homework “Big Picture Activity”:

If you could paint the perfect picture of a vital library system that was equitable for all communities within Clackamas County, what one thing would you enhance from the current system to ensure its success long-term?

Attachments:

- Issues Identified for the Task Force to Address ([page 2](#))
- Library District 101 ([page 3](#))
- Presentation ([page 81](#))

Library District Task Force

Issues Identified for the Task Force to Address

Services:

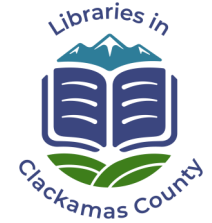
- Minimum standards
 - Service level study
 - State standards vs. those in the Master Order/IGA
- Management and cost of digital services (ebooks)
- Local vs. centralized services
 - Funding mechanisms
 - LINCC
 - For example: books by mail, book lockers, bookmobiles

Funding:

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

Governance:

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



Library District '101'

The Clackamas County Department of Transportation & Development (DTD) has prepared this handout to provide information on the Library District's history, distribution of Library District funds, roles/responsibilities of various Library District stakeholders, and Library District governance.

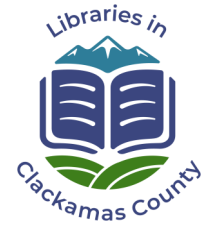
Should you have any questions about any of this material, please contact:

Rick Peterson, Library Network Manager (rpeterson@clackamas.us)

Sarah Eckman, Assistant Director of Community Services, Department of Transportation and Development (sarahste@clackamas.us)

Contents

- . Library District Formation
- . Library District Funding
- . District Library Operations
- . Library District Governance



Library District Formation

Contents

- . Ballot Measure 3-310
- . Library District Master Order
- . Library District IGA
- . Capital Contribution IGAs



Library District '101'



Library District Formation

Ballot Measure 3-310

On November 4, 2008, voters in Clackamas County approved Measure 3-310, authorizing the creation of a permanently-funded countywide Library Service District.

Election Results

- 169,930 ballots were counted, and the measure passed with 61.25% 'YES' votes.
- The measure passed in 173 of 187 precincts.

Ballot Measure Provisions

- The District implemented a permanent property tax of \$0.3974 per each \$1,000 of assessed value.
- The measure indicated that “[a]ll of the monies shall be spent on library operations and services.”
- The District initially excluded the cities of Damascus, Johnson City, and the portion of the City of Tualatin within Clackamas County.
- The measure indicated the Library District would be governed by the Clackamas Board of County Commissioners, who would be advised by an independent citizen committee representing each library in the District. A designated member of each library’s board would represent their library on this committee.
- The measure indicated that local library boards would have representation from both City residents as well as unincorporated residents.

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, encompassing 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 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.

Explanatory Statement

If approved, the "Library Service District of Clackamas County" ("Library District") would be formed. Its territory would be countywide, encompassing 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 funding 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 E. Sovey, Assistant County Counsel.)

Official Clackamas County 2008 General Election Voters' Pamphlet 3-35 | Measures

In this section

- **Ballot Measure 3-310**
- **Library District Master Order**
- **Library District IGA**
- **Capital Contribution IGAs**

Clackamas County

Measure 3-310

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- 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

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



Library District '101'



Library District Formation

Library District Master Order

On November 26, 2008, the Clackamas Board of County Commissioners issued Order No. 2008-189, ordering the formation of the Library District of Clackamas County.

Master Order Provisions

- The Master Order specified the original boundaries of the Library District; all of Clackamas County, excepting Johnson City, Damascus, and portions of Tualatin within Clackamas County. (*Master Order, Exhibit A*)
- The Master Order specified the purposes of the Library District, namely:
 - ◊ “To provide a dedicated, stable funding source for the support of library services.” (*Master Order, Exhibit C, #1*)
 - ◊ “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.” (*Master Order, Exhibit C, #2*)
- The District was formed under the provisions of ORS (Oregon Revised Statute) Chapter 451.

**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

[Signature]
Chair

[Signature]
Recording Secretary

301 358

CCP-FWS (3/94)

In this section

- Ballot Measure 3-310
- Library District Master Order
- Library District IGA
- Capital Contribution IGAs

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

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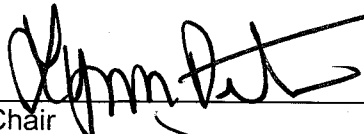
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DATED this 26th day of November, 2008.

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.

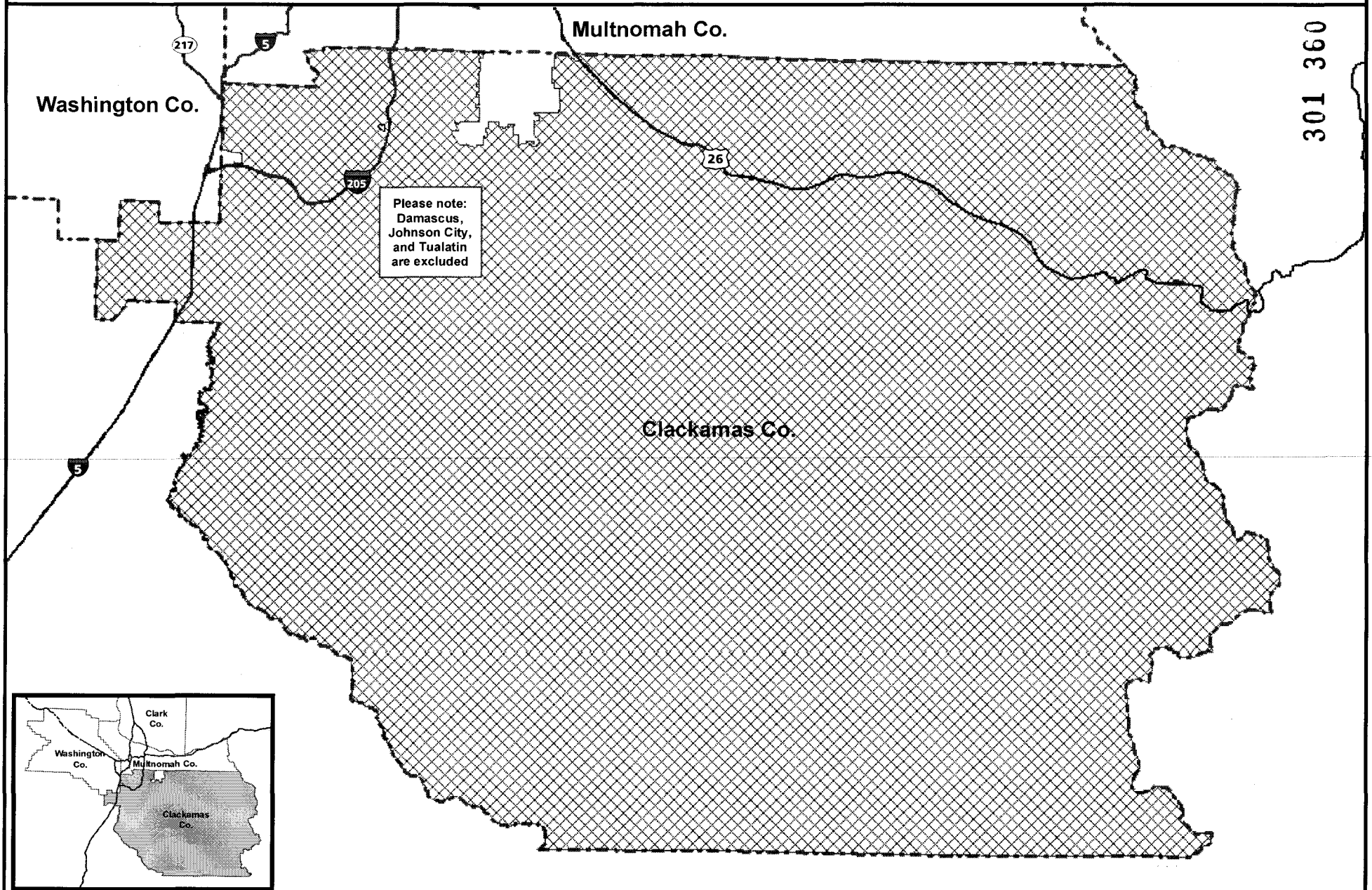
Proposal No. CL1408

Formation of Library District of Clackamas County

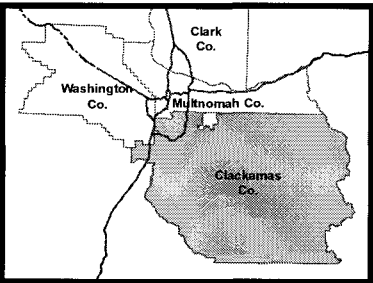
Clackamas Co.

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

Clackamas County, Oregon
 General Election
 November 4, 2008

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

REPORT-EL52 PAGE 0168

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

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

WITH 187 OF 187 PRECINCTS REPORTING

	VOTES	PERCENT
3-310 ESTABLISH A COUNTYWIDE LIBRARY SERVICE DISTRICT IN CLACKAMAS COUNTY		
Vote for 1		
01 = Yes	104,082	61.25
02 = No	65,848	38.75

	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

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(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

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	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



Library District '101'



Library District Formation

Library District IGA (1/3)

After the Master Order was adopted, the parties participating in the Library District negotiated and signed a cooperative intergovernmental agreement (IGA) outlining the obligations of and agreements between Library District participants.

Library District Funding

The IGA outlines how the District is to be funded, how revenue is to be distributed, and how distributed funds are to be used.

Please see the Library District Funding section for more detailed information.

District Library Operations

The IGA outlines the broad parameters within which District libraries are to operate and cooperate.

Please see the District Library Operations section for more detailed information.

Library District Governance

The IGA outlines how the District is to be administered and governed.

Please see the Library District Governance section for more detailed information.

COOPERATIVE INTERGOVERNMENTAL AGREEMENT
 BETWEEN
 THE LIBRARY DISTRICT OF CLACKAMAS COUNTY
 AND
 MEMBER CITIES

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

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

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

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

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

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

Section 1 Obligations of the District

1.1 District Board. The Board of County Commissioners acting under the provisions of ORS 451 is the governing body of the District and shall be known as the District Board.

1.2 District Advisory Committee. The District Board shall organize and appoint a District Advisory Committee consisting of one nominee from each Library City consistent with the policies and procedures of Clackamas County and/or the District for advisory committees. The District Board shall appoint the individual nominated by the Library City governing body to fill the service area's representative seat. The District Advisory Committee shall be responsible for meeting at least annually to consider: (i) the evaluation reports of participating libraries as submitted pursuant to Section 2.3, (ii) any proposed changes to this Agreement pursuant to the amendment process described in Section 3.3, and (iii) any impact of the annexation or withdrawal of territory from the District pursuant to Sections 3.4 and 3.5 hereof.

In this section

- Ballot Measure 3-310
- Library District Master Order
- Library District IGA
- Capital Contribution IGAs



Library District '101'



Library District Formation

Library District IGA (2/3)

Amendment

The Library District IGA “may be amended at any time upon the agreement of the District and two-thirds of the Library Cities.” (*Library District IGA, Section 3.3*)

The same section identifies an exception to the two-thirds threshold, namely “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.” (*Library District IGA, Section 3.3*)

Termination

The IGA terminates upon dissolution of the Library District. (*Library District IGA, Section 3.2*)

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- Ballot Measure 3-310
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Library District '101'



Library District Formation

Library District IGA (3/3)

Enforcement

All parties to the IGA “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.” (*Library District IGA, Section 4.14*)

In cases of noncompliance or breach: (*Library District IGA, Section 4.14*)

- The Parties will discuss such noncompliance or breach in the Library District Advisory Committee (LDAC) 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 the IGA, breach or noncompliance, LDAC shall meet to consider an amendment to the IGA to create incentives for compliance.
- In the event of a material breach of the IGA 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.

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- 1.3 District Budget Committee. State law also requires that the District constitute a Budget Committee consisting of the members of the District Board and an equal number of citizens, who may be nominated pursuant to existing County budget committee procedures. The role and responsibilities of the Budget Committee shall be as set forth in the applicable statutes.
- 1.4 District Revenue. The District has a permanent tax rate of \$0.3974 per \$1,000 of assessed value, collected from all parcels of real property in the District.
- 1.5 Distribution of Revenue. Revenues generated by the District permanent rate, including delinquent taxes, are allocated, appropriated and expended pursuant to the budget adopted by the District Board. The District Board agrees to allocate, appropriate, and distribute the funds of the District pursuant to the formula as defined on Attachment A (the "Formula") for the service areas as shown on the maps included as Attachment B ("Service Area Maps"). The Formula may be reevaluated as necessary by the Parties to this Agreement. Any change to the Formula shall occur as an amendment to this Agreement.
- 1.6 Transition Payments. The parties hereto acknowledge and agree that the District shall distribute funds to Clackamas County for the operation of the Clackamas Corner and Oak Lodge Libraries pursuant to the alternative Service Area Maps described on Attachment B until such time as the City of Happy Valley and the City of Gladstone construct facilities sufficient to serve such area. During the term of such distributions, the Parties anticipate that the County libraries will be operated in a manner consistent with the Service Standards. Upon completion of such facilities, distributions shall be made based on the indicated Service Area Maps. To the extent the annual distribution of funds to Clackamas County is greater than the annual need to operate such libraries, the District shall retain such funds in trust for the Cities of Gladstone and/or Happy Valley, respectively, for distribution at such time as such City is constructing new library facilities.
- 1.7 Library Authority. Clackamas County operates public libraries pursuant to a board order creating public libraries for all Clackamas County residents dated July 9, 1938, as amended and updated pursuant to Board Order 85-1221 dated October 31, 1985. The District has received a delegation of such authority from Clackamas County to operate as a public library for the benefit of incorporated and unincorporated residents of Clackamas County pursuant to an Intergovernmental Agreement. To the extent necessary to insure the legal and effective functioning of the public libraries of Clackamas County but in no way intended to limit or otherwise restrict the powers or abilities of the City service providers to operate public libraries, the District hereby delegates such authority to operate public libraries for the benefit of incorporated and unincorporated residents of Clackamas County to each City service provider a party hereto or as may join this Agreement from time to time.

Section 2 Obligations of the Cities

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

Section 3 Term and Amendment

- 3.1 Term. This Agreement shall commence on July 1, 2009 and continue until terminated as set forth herein.
- 3.2 Termination. This Agreement shall terminate upon the dissolution of the District.
- 3.3 Amendment. Except as specifically provided in Section 4.14, this Agreement may be amended at any time upon the agreement of the District and two-thirds of the Library Cities; *provided, however*, that any amendment that would amend that portion of the Formula providing for the return of one hundred percent (100%) of revenue collected within a City service provider’s boundaries to such City service provider shall require the unanimous consent of all Cities serving on the District Advisory Committee.

- 3.4 Changes in District Territory. The parties hereto recognize that during the term of this Agreement changes in the District territory may occur, such as (i) territory outside the District may annex into the District, (ii) territory currently in the District may withdraw by annexation into a non-participating City, or (iii) unincorporated territory currently in the District may annex into a participating City. The District shall inform the District Advisory Committee of any such changes, and the District Advisory Committee shall review the Service Area Maps and the Formula and recommend any amendments to this Agreement necessary to adjust for such changes.
- 3.5 Incorporation of a City within District Boundaries. Should an unincorporated area within the District choose to incorporate during the life of the District, the District Advisory Committee shall make a recommendation to the District Board of whether the newly-incorporated city qualifies as a service provider as such term is generally used in this Agreement, and if so to what extent the Formula should be adjusted to allow for a distribution to such new service provider. If the newly-incorporated city does not qualify as a service provider, the District Advisory Committee shall make a recommendation to the District Board regarding the impact, if any, of the new city on the provision of library services. Any proposed changes shall be addressed as an amendment to this Agreement.

Section 4 General Provisions

- 4.1 Indemnification. Each party shall release, defend, indemnify and/or hold harmless the other, its officers, commissioners, councilors, elected officials, employees, and agents, from and against all damages, claims, injuries, costs, or judgments that may in any manner arise as a result of the party's performance under this contract, subject to Oregon Tort claims limitations.
- 4.2 Governing Law. This Agreement shall be construed and governed in all respects in accordance with laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- 4.3 Savings. Should any portion of this Agreement or amendment there to be adjudged by a Court of appropriate final jurisdiction to be in violation of any local, state or federal law, then such portion or portions shall become null and void, and the balance of the Agreement shall remain in effect. All Parties shall immediately renegotiate any part of this Agreement found to be in such violation by the Court and to bring it into compliance with said laws.
- 4.4 Reasonable Attorney's Fees. In the event any action is brought to enforce, modify or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys fees and costs incurred in connection with such action or on appeal or review; said amount to be set by the court before which the matter is heard.

- 4.5 Notices. Formal notices, demands and communications between the Parties shall be deemed given three (3) business days after being sent by registered or certified mail, postage prepaid, return receipt requested to the principal offices of the party hereto, or upon confirmation of receipt via facsimile, electronic transmission, or hand delivery. Such written notices, demands and communication may be sent in the same manner to such other addresses and to such other persons and entities as either party may from time to time designate by mail as provided in this section.
- 4.6 No Personal Liability. No member, official, agent, or employee of the County, the District, or any City shall be personally liable to the other or any successor-in-interest thereto in the event of any default or breach by such entity.
- 4.7 No Agency. Neither anything in this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties to this Agreement. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 4.8 Entire Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties or the predecessors in interest with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the party granting such waiver.
- 4.9 Further Action. The parties hereto shall, without additional consideration, acknowledge, execute, and deliver from time to time such further instruments as a requesting party may reasonably require to accomplish the purposes of this Agreement.
- 4.10 Non-Waiver of Rights. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach of any provision of this Agreement shall not constitute a waiver of any provision of this Agreement or limit the party's right thereafter to enforce any provision or exercise any right.
- 4.11 Time is of the Essence. A material consideration of the parties entering into this Agreement is that the parties will perform all obligations under this Agreement in a timely manner. Time is of the essence as to each and every provision of this Agreement.
- 4.12 Restricted Assignment. No party hereto may assign its rights, responsibilities or obligations hereunder to another party, by operation of law or otherwise, without (i) seeking and receiving an amendment of this Agreement, (ii) having said party join this Agreement on the terms, conditions and covenants herewith, and (iii) with a demonstration that such new party has the capability and

durability to meet or exceed the levels of library service currently being provided by the party seeking to assign. The District Advisory Committee shall evaluate any request for assignment and make a recommendation to the District Board regarding the granting or denial of the same based on the above criteria, including the District Advisory Committee's determination of criteria (iii) above.

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

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

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

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

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

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

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

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

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

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

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

Attachment A

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

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

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

2. The Formula has two components:

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

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

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

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

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

Library District Distribution Formula

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

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

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

Attachment B

Service population maps are included as Attachment B.

1. The maps divide Clackamas County into library service areas. These areas are based on distance, roads, rivers, travel patterns, etc. and are intended to define where people are most likely to receive library service, and to give a Library City the ability to meet the library threshold standards in Attachment C. Each Library City's service area has been constructed by assigning Census tracts into library service areas. Based on census data compiled every 10 years, the population in each census tract will be verified and then the total unincorporated population within each service area will be used to calculate the Formula.

2. For the continuation of library service to the citizens in the Oak Lodge and Clackamas Corner areas, the service area boundaries and population served totals will not change until the new Happy Valley Library is open and the new Gladstone/Oak Lodge Library is open. As each new facility is opened to the public, the service population will be adjusted to the new agreed-upon boundaries found in this Attachment. The population service area changes and resulting increase in payments for unincorporated population served will take place in the fiscal year following the library opening.

[See attached maps]

Attachment C
Service Standards

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

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

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.

AMENDMENT NO. 1
TO THE
COOPERATIVE INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE LIBRARY DISTRICT OF CLACKAMAS COUNTY
AND
LIBRARY CITIES

THIS AMENDMENT NO. 1 (this “Amendment”) is entered into this ____ day of _____, 2011, by and between the Library District of Clackamas County (the “District”) a county service district formed under ORS Chapter 451, Clackamas County, a political subdivision of the State of Oregon (“County”), each of the Cities of Canby, Estacada, Gladstone, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn, and Wilsonville (each, a “City” and collectively, the “Library Cities”), and the City of Tualatin (“Tualatin”).

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

WHEREAS, since the date of final execution of the Agreement that portion of Tualatin that lies within Clackamas County has annexed into the District pursuant to Board Order 2010-73 adopted June 17, 2010; and

WHEREAS, as part of Tualatin’s annexation petition, it sought assurances that 50% of the revenue generated within its city limits would be distributed to it for use at the Tualatin Library, which is located within Washington County. This proposal was reviewed and approved by the Library District Advisory Board and the Board of County Commissioners as the governing body of the District; and

WHEREAS, the Parties hereto desire to amend the Agreement to reflect the annexation of Tualatin territory; and

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

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

Section 1 Amendments

- 1.1 Tualatin Revenue. Notwithstanding the Formula as set forth in the Agreement:
 - 1.1.1 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.

- 1.1.2 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.
- 1.1.3 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.
- 1.1.4 For the purposes of the Agreement, Tualatin shall not be considered a Library City.
- 1.1.5 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.

Section 2 Ratification

- 2.1 Affirmation. The District and the Library Cities ratify the remainder of the Agreement and affirm that no other changes are made hereby.

[Signature Page Follows]

AMENDMENT NO. 2
TO THE
COOPERATIVE INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE LIBRARY DISTRICT OF CLACKAMAS COUNTY
AND
LIBRARY CITIES

THIS AMENDMENT NO. 2 (this “Amendment”) is entered into this ____ day of _____, 2011, by and between the Library District of Clackamas County (the “District”) a county service district formed under ORS Chapter 451, Clackamas County, a political subdivision of the State of Oregon (“County”), each of the Cities of Canby, Estacada, Gladstone, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn, and Wilsonville (each, a “City” and collectively, the “Library Cities”), and the City of Damascus (“Damascus”).

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

WHEREAS, since the date of final execution of the Agreement the City of Damascus has annexed into the District; and

WHEREAS, the Parties hereto desire to amend the Agreement to reflect the annexation of Damascus; and

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

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

Section 1 Amendments

1.1 Damascus Annexation & Revenue. The parties hereto agree that:

1.1.1 For the purposes of the Agreement, Damascus shall not be considered a Library City; and

1.1.2 District revenue generated by properties located with Damascus shall be considered, for purposes of the distribution Formula, to be unincorporated and the Service Area Map and Formula are modified to allocate the Damascus area within the Clackamas Corner/Happy Valley service area.

1.2 Damascus Impact on Interim Library Service Provision. The parties hereto acknowledge that currently Happy Valley receives library service through a

Clackamas County-operated branch. Currently the County is constructing greater library space in the Sunnyside Village area. It is the intent of the parties that Happy Valley, at some point in the future, operate a library that would provide service to both Damascus and Happy Valley residents and associated unincorporated service area. Until this transition occurs, the Agreement currently provides that the District shall contribute such funds as necessary from Happy Valley and its related service areas to support the operation of the relevant Clackamas County branch library. The characterization of revenue from properties with Damascus as being unincorporated and within the Happy Valley/Clackamas Corner service area shall apply and revenues from both cities shall be directed to Clackamas County and apply to (i) support current Clackamas Corner operations, and (ii) fund other needs as necessary to support the implementation of construction of the Sunnyside Village library and transfer of staff and materials to the new location. At such time that Happy Valley assumes operational responsibility for the Sunnyside Village library, it shall be deemed a Library City for purposes of the Agreement.

Section 2 Ratification

- 2.1 No Further Changes. The District, County and the Library Cities ratify the remainder of the Agreement and affirm that no other changes are made hereby.

[Signature Page Follows]

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

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

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

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

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

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

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

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

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

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

area shall be reassigned, contributed or transferred to another Library City.

Attachment B

Service population maps are included as Attachment B.

1. The maps divide Clackamas County into library service areas. These areas are based on distance, roads, rivers, travel patterns, etc. and are intended to define where people are most likely to receive library service, and to give a Library City the ability to meet the library threshold standards in Attachment C. Each Library City's service area has been constructed by assigning Census tracts into library service areas. Based on census data compiled every 10 years, the population in each census tract will be verified and then the total unincorporated population within each service area will be used to calculate the Formula.

[See attached maps]

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

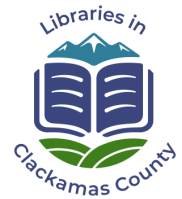
2.4 Clackamas County as Library City. The City of Gladstone and Clackamas County desire to work cooperatively in the provision of library services in the Gladstone and Oak Lodge service areas. Gladstone and the County may enter into separate agreements regarding the management of their respective libraries.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

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

[Signature Page Follows]



Library District '101'



Library District Formation

Capital Contribution IGAs (1/2)

As part of the District's formation, the Clackamas Board of County Commissioners provided each Library City with additional, one-time funds to be used for library capital improvements.

Capital Contribution Provisions

- Generally, each Library City is eligible to receive \$1 million. (*Capital Contribution IGAs, Section 1.1*)
- The goal of the Capital Contribution is "to assist libraries in meeting the Service Standards as defined in the District IGA." (*Capital Contribution IGAs, Section 1.1*)
- Library Cities must submit a capital plan to receive funds. (*Capital Contribution IGAs, Section 1.3*)
- Funds must be used "solely for library purposes such as library construction, remodel, expansion, building and site improvements, library construction bonded debt service, and/or collection development." (*Capital Contribution IGAs, Section 2.2*)

COOPERATIVE INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND
THE CITY OF WEST LINN

THIS COOPERATIVE INTERGOVERNMENTAL AGREEMENT (this "Agreement"), is entered into this 28 day of July, 2011, by and between the Clackamas County (the "County") a political subdivision of the State of Oregon, and the City of West Linn 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 July 23, 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 and No/100 Dollars (\$1,000,000.00) 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

Other Provisions

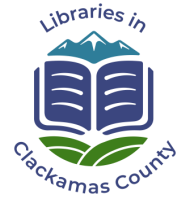
- The Capital IGAs specify the County will continue to provide a variety of centralized library support services through the Library Network. (*Capital Contribution IGAs, Section 1.5*)
- The Capital IGAs require "fair representation of served library patrons on the City's library board, including patrons from unincorporated Clackamas County." (*Capital Contribution IGAs, Section 2.4*)

In this section

- Ballot Measure 3-310
- Library District Master Order
- Library District IGA
- Capital Contribution IGAs



Library District '101'



Library District Formation

Capital Contribution IGAs (2/2)

Amendment

The Capital Contribution IGAs may be amended at any time upon the agreement of both parties. (*Capital Contribution IGAs, Section 3.3*)

Enforcement

- The County may request certification that funds have been used for permitted purposes. (*Capital Contribution IGAs, Section 2.3*)
- If funds have not been used for permitted purposes, the City “shall promptly repay to the County that portion of the Capital Contributions 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.” (*Capital Contribution IGAs, Section 3.4*)

Termination

The Capital Contribution IGAs renew automatically and “shall terminate upon the agreement of both parties, or upon one hundred eighty (180) days prior written notice from one party to the other.” (*Capital Contribution IGAs, Section 3.2*)

COOPERATIVE INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND
THE CITY OF WEST LINN

THIS COOPERATIVE INTERGOVERNMENTAL AGREEMENT (this “Agreement”), is entered into this 28 day of July, 2011, by and between the Clackamas County (the “County”) a political subdivision of the State of Oregon, and the City of West Linn 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 July 23, 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 and No/100 Dollars (\$1,000,000.00) 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

In this section

- Ballot Measure 3-310
- Library District Master Order
- Library District IGA
- Capital Contribution IGAs

Capital Contribution IGA – sample

The following document is an example of one of the Capital Contribution IGAs (this example is for West Linn). Each City has their own version of this document.

COOPERATIVE INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND
THE CITY OF WEST LINN

THIS COOPERATIVE INTERGOVERNMENTAL AGREEMENT (this "Agreement"), is entered into this 28 day of July, 2011, by and between the Clackamas County (the "County") a political subdivision of the State of Oregon, and the City of West Linn 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 July 23, 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 and No/100 Dollars (\$1,000,000.00) 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.

- 1.2 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.

Section 2 Obligations of the City

- 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:

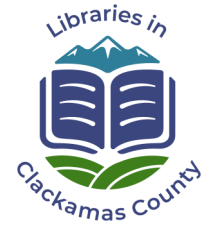
Clackamas County
Attn: Board of County Commissioners
2051 Kaen Road
Oregon City, Oregon 97045

City of West Linn
Attn: Chris Jordan, City Manager
22500 Salamo Road

- 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.

[Signature Page Follows]



Library District Funding

Contents

- . Collection of District Funds
- . Library Service Areas
- . Distribution of District Funds
- . Use of District Funds



Library District '101'



Library District Funding

Collection of District Funds

Permanent Tax Rate

- A tax of \$0.3974 per each \$1,000 of assessed value is levied on all parcels of real property within the Library District.
- City residents and residents of unincorporated areas pay the same tax rate.

Property Tax Statements

- Library District assessments are included on annual Clackamas County real property tax statements.
- The Clackamas County Assessor's Office is responsible for the preparation and distribution of statements, receipt and recording of funds, and collection of delinquent taxes.

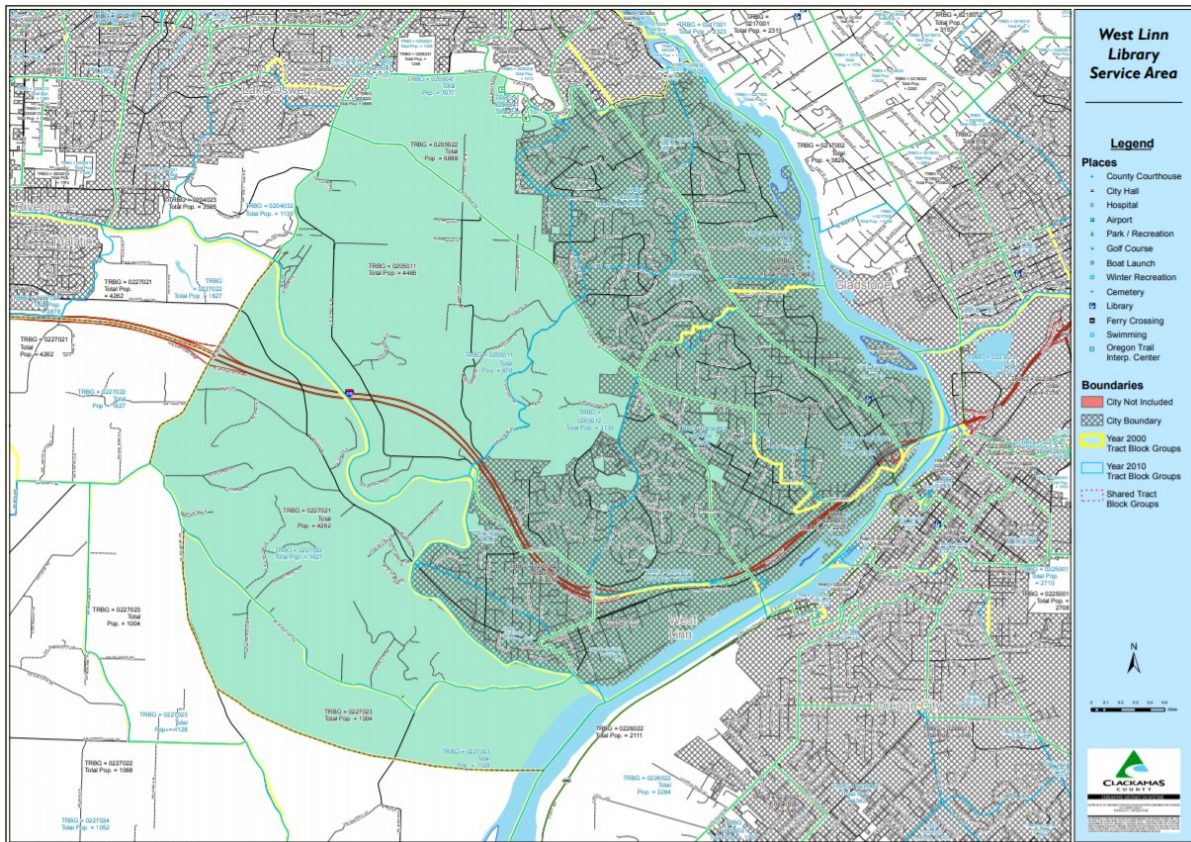
07/01/2014 - 06/30/2015 REAL PROPERTY TAX STATEMENT																																																																																																			
CLACKAMAS COUNTY, OREGON * 150 BEAVERCREEK RD * OREGON CITY, OREGON 97045																																																																																																			
PROPERTY DESCRIPTION	MAP:	ACCOUNT NO:																																																																																																	
2014 - 2015 CURRENT TAX BY DISTRICT:																																																																																																			
VALUES:	LAST YEAR	THIS YEAR																																																																																																	
REAL MARKET VALUES (RMV):																																																																																																			
RMV LAND	98,505	106,439																																																																																																	
RMV BLDG	188,790	214,520																																																																																																	
RMV TOTAL	287,295	320,959																																																																																																	
ASSESSED VALUE	187,936	193,574																																																																																																	
TOTAL TAXABLE AV	187,936	193,574																																																																																																	
PROPERTY TAXES:	3,492.13	3,577.40																																																																																																	
<small>* Property taxes may be paid online, see applicable fees prior to paying. * Payments may be mailed to PO Box 6100, Portland, OR 97228-6100. When paying by mail, please make checks payable to Clackamas County Tax Collector. * You may also pay in our office, located in the Development Services Building at 150 Beaver Creek Road in Oregon City. * If your mortgage company pays your taxes, this information is for your records.</small>																																																																																																			
Payment Options	TAX PAYMENT OPTIONS																																																																																																		
	Date Due	Discount Allowed	Net Amount																																																																																																
FULL	Nov 17th, 2014	107.32 3%	3,470.08																																																																																																
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<small>Delinquent tax amount is included in payment options listed below. Delinquent taxes marked with an (*) are subject to foreclosure if not paid on or before May 15th.</small>																																																																																																			

In this section

- Collection of District Funds
- Library Service Areas
- Distribution of District Funds
- Use of District Funds

Library District Funding

Library Service Areas



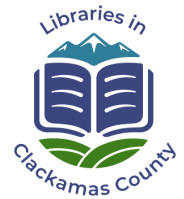
- The District is divided into 13 individual Library Service Areas.
- Most (but not all) Library Service Areas include City residents and residents of unincorporated Clackamas County.
- Current Library Service Area maps can be viewed at: <https://www.clackamas.us/librarydistrict/maps.html>

In this section

- Collection of District Funds
- **Library Service Areas**
- Distribution of District Funds
- Use of District Funds



Library District '101'



Library District Funding

Distribution of District Funds

After tax funds are received by Clackamas County, they are distributed per a formula defined in the Library District IGA (Attachment A).

The formula consists of two components:

- City Assessed Value
- Unincorporated Population Served

All District funds received are distributed to District libraries; no District funds are utilized for the administration of the Library District or the support of the Library Network office (aka Library Support Services).

Sample Calculation (FY 2014/15)

The following pages use actual data from fiscal year 2014-2015 to illustrate the following components of Library District distribution calculations:

- Assessed Value Percentages
- City Assessed Value
- Unincorporated Population Served
- Distribution Totals

Attachment A

- For the purposes of this Agreement, the "Formula" shall be calculated consistent with the following concepts:
 - The District rate is \$0.3974 per \$1000 of assessed value.
 - 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.
- The Formula has two components:
 - 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.
 - 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.

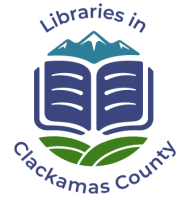
The Unincorporated Population Served Percentage Rate is determined by the number of unincorporated residents served by each City as allocated on the Service Area Maps divided by the total number of unincorporated residents within the District. Each Library City will receive funds equal to the Remainder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

In this section

- Collection of District Funds
- Library Service Areas
- **Distribution of District Funds**
- Use of District Funds



Library District '101'



Library District Funding

Assessed Value Percentages

First, the relative percentages of assessed value for properties within City limits and in unincorporated areas are calculated (based on figures provided by the Clackamas County Assessor's Office).

The table below presents the actual assessed value totals and percentages from FY 2014/15.

<i>FY 2014/15 Assessed Value Percentages</i>		
PROPERTY LOCATION	ASSESSED VALUE (\$)	ASSESSED VALUE (%)
Within City boundaries	\$ 21,435,452,100	52.48%
Unincorporated areas	\$ 19,408,664,341	47.52%
TOTAL	\$ 40,844,116,441	100.00%

Based on these percentages, in FY 2014/15, 52.48% of current year Library District receipts were distributed according to each City's relative percentage of City Assessed Value, while 47.52% of current year Library District receipts were distributed according to the relative percentage of unincorporated residents within each Library Service Area.

In this section

- **Distribution of District Funds (Assessed Value Percentages)**



Library District '101'



Library District Funding

City Assessed Value

Next, the relative percentage of assessed value within each participating City's boundaries is calculated. These percentages will be used to distribute the portion of Library District funds attributable to taxes on properties within City boundaries.

The table below presents the actual City assessed value totals and percentages from FY 2014/15.

<i>FY 2014/15 City Assessed Value</i>		
CITY	ASSESSED VALUE (\$)	ASSESSED VALUE (%)
Canby	\$ 1,191,658,052	5.56%
Estacada	\$ 227,756,840	1.06%
Gladstone	\$ 755,378,730	3.52%
Happy Valley	\$ 2,037,879,748	9.51%
Lake Oswego	\$ 5,861,663,886	27.35%
Milwaukie	\$ 1,814,121,011	8.46%
Molalla	\$ 500,437,666	2.33%
Oregon City	\$ 2,562,027,901	11.95%
Sandy	\$ 694,461,573	3.24%
Tualatin	\$ 428,884,179	2.00%
West Linn	\$ 3,265,786,956	15.24%
Wilsonville	\$ 2,095,395,558	9.78%
TOTAL	\$ 21,435,452,100	100.00%

In FY 2014/15, 52.48% of total current year Library District receipts were distributed according to these percentages, with the exception of funds distributed to the City of Tualatin (a portion of which lies within Clackamas County).

City of Tualatin

The City of Tualatin receives 50% of Library District receipts attributable to taxes on property within City boundaries. The remainder is distributed as follows:

- Lake Oswego - 50%
- Wilsonville - 40%
- West Linn - 10%

In this section

- **Distribution of District Funds (City Assessed Value)**



Library District '101'



Library District Funding

Unincorporated Population Served

Each City's service area includes both City residents, and residents of nearby unincorporated areas.

The relative percentage of unincorporated resident population within each Library Service Area is calculated. These percentages will be used to distribute the portion of Library District funds attributable to taxes on properties in unincorporated areas.

The table below presents the actual unincorporated population served totals and percentages from FY 2014/15.

<i>FY 2014/15 Unincorporated Population Served</i>				
CITY	SERVICE AREA POPULATION	CITY POPULATION (#)	UNINCORPORATED POPULATION (#)	UNINCORPORATED POPULATION (%)
Canby	23,555	16,010	7,545	4.01%
Estacada	17,316	2,935	14,381	7.64%
Gladstone	20,333	11,495	8,838	4.70%
Happy Valley	52,520	16,480	36,040	19.15%
Lake Oswego	40,197	34,538	5,659	3.01%
Milwaukie	40,101	20,485	19,616	10.42%
Molalla	23,269	8,820	14,449	7.68%
Oregon City	57,302	33,760	23,542	12.51%
Sandy	25,438	10,170	15,268	8.11%
Hoodland	5,344	-	5,344	2.84%
West Linn	29,254	25,540	3,714	1.97%
Wilsonville	23,910	19,594	4,316	2.29%
Oak Lodge	29,518	-	29,518	15.68%
TOTAL	388,057	199,827	188,230	100.00%

In FY 2014/15, 47.52% of current year Library District receipts were distributed according to these percentages.

Data Sources

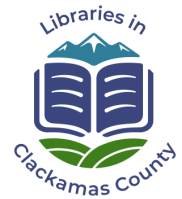
- Current service area maps can be found at <https://www.clackamas.us/librarydistrict/maps.html>
- Population counts are updated annually, based on numbers reported by the Portland State University Population Research Center.

In this section

- **Distribution of District Funds (Unincorporated Population Served)**



Library District '101'



Library District Funding

Distribution Totals

Once all distribution percentages have been established, distribution totals can be calculated.

Total distributions include current year tax receipts, as well as any collections of prior year revenues/balances. Actual tax collections are generally slightly less than total assessments (approximately 94% of taxes levied are collected in any given year).

Distributions are typically made twice per year (January and June).

FY 2014/15 Library District Distribution Totals				
			CURRENT YEAR RECEIPTS *	\$ 15,399,428
			PRIOR YEAR BALANCE **	\$ 401,042
			INTEREST EARNED **	\$ 16,533
			DELINQUENCIES/INTEREST/PENALTIES *	\$ 412,422
			TOTAL TO DISTRIBUTE	\$ 16,229,425
* Distributed at FY 2014/15 City Assessed Value and Unincorporated Population Served rates (52.48% / 47.52%)				
** Distributed at FY 2013/14 City Assessed Value and Unincorporated Population Served rates (52.29% / 47.71%)				
	CITY ASSESSED VALUE DISTRIBUTION (\$)	UNINCORP. POP. SERVED DISTRIBUTION (\$)	TOTAL DISTRIBUTION (\$)	TOTAL DISTRIBUTION (%)
Canby	\$ 473,946	\$ 309,323	\$ 783,269	4.83%
Estacada	\$ 90,005	\$ 589,177	\$ 679,182	4.18%
Gladstone	\$ 300,010	\$ 362,549	\$ 662,559	4.08%
Happy Valley	\$ 808,447	\$ 1,478,280	\$ 2,286,727	14.09%
Lake Oswego ***	\$ 2,372,122	\$ 232,186	\$ 2,604,308	16.05%
Milwaukie	\$ 721,160	\$ 803,778	\$ 1,524,938	9.40%
Molalla	\$ 198,371	\$ 590,719	\$ 789,090	4.86%
Oregon City	\$ 1,017,661	\$ 964,996	\$ 1,982,657	12.22%
Sandy	\$ 275,949	\$ 625,590	\$ 901,539	5.55%
Hoodland	\$ -	\$ 219,072	\$ 219,072	1.35%
Tualatin ***	\$ 85,243	\$ -	\$ 85,243	0.53%
West Linn ***	\$ 1,307,000	\$ 151,962	\$ 1,458,962	8.99%
Wilsonville ***	\$ 865,711	\$ 176,645	\$ 1,042,356	6.42%
Oak Lodge	\$ -	\$ 1,209,523	\$ 1,209,523	7.45%
TOTAL	\$ 8,515,625	\$ 7,713,800	\$ 16,229,425	100.00%
*** includes Tualatin revenue redistribution				

In this section

- Distribution of District Funds (Distribution Totals)



Library District '101'



Library District Funding

Use of District Funds

The Master Order specifies the purpose of the Library District, and the Library District IGA specifies how District funds are to be used.

Purpose of District

- “To provide a dedicated, stable funding source for the support of library services.” (*Master Order, Exhibit C, #1*)
- “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.” (*Master Order, Exhibit C, #2*)

City Obligations

- “Library Cities will use District revenue to provide public library service...” (*Library District IGA, Section 2.1*)
- Library Cities “...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.” (*Library District IGA, 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.” (*Library District IGA, Section 2.1*)

COOPERATIVE INTERGOVERNMENTAL AGREEMENT
 BETWEEN
 THE LIBRARY DISTRICT OF CLACKAMAS COUNTY
 AND
 MEMBER CITIES

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

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

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

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

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

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

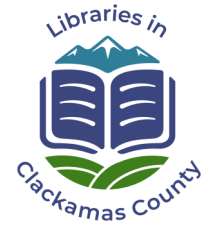
Section 1 Obligations of the District

1.1 District Board. The Board of County Commissioners acting under the provisions of ORS 451 is the governing body of the District and shall be known as the District Board.

1.2 District Advisory Committee. The District Board shall organize and appoint a District Advisory Committee consisting of one nominee from each Library City consistent with the policies and procedures of Clackamas County and/or the District for advisory committees. The District Board shall appoint the individual nominated by the Library City governing body to fill the service area’s representative seat. The District Advisory Committee shall be responsible for meeting at least annually to consider: (i) the evaluation reports of participating libraries as submitted pursuant to Section 2.3, (ii) any proposed changes to this Agreement pursuant to the amendment process described in Section 3.3, and (iii) any impact of the annexation or withdrawal of territory from the District pursuant to Sections 3.4 and 3.5 hereof

In this section

- Collection of District Funds
- Distribution of District Funds
- Use of District Funds



District Library Operations

Contents

- . City Operation of Libraries
- . Library Cooperation
- . Library Standards
- . Library Network (Central Support)



Library District '101'



District Library Operations

City Operation of Libraries

Library Cities are responsible for assessing the needs of their service populations, and developing/providing services to meet those needs.

Delegation of Authority to Cities

- “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.” (*Library District IGA, Section 1.7*)
- “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.” (*Library District IGA, Section 2.2*)

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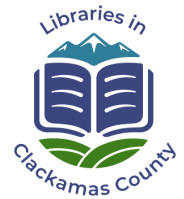
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- ### In this section
- City Operation of Libraries
 - Library Cooperation
 - Library Standards
 - Library Network (Central Support)



Library District '101'



District Library Operations

Library Cooperation

While operational authority is delegated to Library service providers, the District IGA does require a degree of cooperation from member Libraries.

Provision of Service on Equal Terms

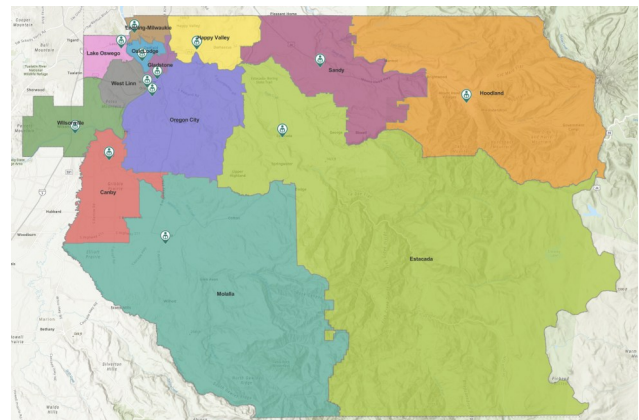
- The IGA requires “implementing a plan” to achieve “the provision of services to all District residents on the same terms.” (*Library District IGA, Section 2.1*)

Cooperation and Standardization

- “It is the intention of the parties to work cooperatively in helping each city make progress in meeting the Service Standards.” (*Library District IGA, Section 2.1*)
- “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.” (*Library District IGA, Section 2.3*)
- District libraries cooperate in many ways. District Library Directors meet regularly to discuss District-wide issues, and to plan and implement District-wide initiatives. In addition, standing committees made up of representatives from every District library meet regularly to discuss topics and plan initiatives related to various areas of library service, including adults, children, young adults, circulation, technical services, innovation and marketing, and equity, diversity & inclusion.



LINCC
Libraries in
Clackamas County



In this section

- City Operation of Libraries
- **Library Cooperation**
- Library Standards
- Library Network (Central Support)



Library District '101'



District Library Operations

Library Standards

One of the purposes of the District is to “provide sufficient funding to raise the service levels at all facilities to the most basic ("Threshold") level recommended by the Oregon Library Association*.” (Master Order, Exhibit C, #2)

Obligations of Cities

- The IGA requires “implementing a plan to achieve the Service Standards” described in Attachment C of the IGA (Library District IGA, Section 2.1)
 - ◊ On an annual basis, each Library City will provide the District with copies of its annual report to the State of Oregon, and a report on its efforts to meet OLA Threshold Standards.

OLA Threshold Standards

Attachment C requires Library Cities to “strive to meet OLA Threshold Standards” with a “particular emphasis” on three specific standards, namely:

1. Employing a minimum number of “qualified staff” based on population served.
2. Providing a minimum number of volumes in the library’s total collection, based on population served.
3. Maintaining a minimum number of open hours, based on population served.

If facility size is insufficient to meet staffing and materials standards, “a strategic plan that recognizes such size limitations and adjusts staff and material goals accordingly is an acceptable implementation of this standard.”

Standards for Oregon Public Libraries (2015 Revision)
Oregon Library Association
Public Library Division
Introduction

In the fall of 2012, the Public Library Division of the Oregon Library Association, in association with the Oregon State Library, convened a committee of library professionals from small, medium, and large public libraries across the state to review and rewrite the **Standards for Oregon Public Libraries**.

Under the direction and leadership of the Board of Directors of the Public Libraries Division of the Oregon Library Association, the committee created this document to assess and guide the development of quality library service for all Oregonians. It was the intention of the committee to provide a relevant and useful tool for library professionals to not only manage the resources entrusted to them under state law, but also to provide assistance in strategic planning regardless of the current level of services offered.

Vision

The committee was guided by the Oregon Library Association’s **Vision 2020** statement, officially adopted in 2010.

Vision 2020 is intended to paint a picture of the challenges and opportunities Oregon’s libraries will face in the next decade and explicitly charges the divisions, committees and task forces of the Oregon Library Association to take on the concrete work of making the principles of **Vision 2020** a reality. The guiding principles of collaboration, flexibility, and innovation as stated in **Vision 2020** provide the framework for these standards. [Provide link to Vision 2020 here.]

The standards committee recognizes the diversity of libraries across the state and developed these standards to allow for the strength this diversity creates, and the adaptability it requires. By meeting these standards, a library establishes a baseline from which it can strive for excellence. To better support innovation in library services, the standards establish a starting point that library boards and staff can use to direct local long-range planning efforts. Although the standards define good and reasonable library service, The Oregon Library Association would like to recognize exemplary libraries as well and provide mentoring and support opportunities for libraries that are struggling.

Process

Each major heading has check boxes for essential, enhanced and exemplary (definitions below). The Public Library Division recognizes that there are many ways to achieve excellence. The standards listed are simply a means, not necessarily an end. In other words, some libraries may achieve an exemplary level, and the outcomes, without achieving any of the standards listed. In that case, a library may choose to check exemplary and offer an explanation on their unique means.

A library will know they have met a standard when:

Levels of achievement:

- **Essential**—This is the basic level. A public library operating below essential is in critical condition and needs local, state and OLA support.
- **Enhanced**—This level recognizes programs, services and other aspects of a public library that stand out compared to their peers.
- **Exemplary**—This level recognizes public libraries for being state and national leaders.

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In this section

- City Operation of Libraries
- Library Cooperation
- Library Standards
- Library Network (Central Support)

* Note: The OLA standards referenced by the Master Order and IGA are no longer current.

STANDARDS FOR OREGON PUBLIC LIBRARIES

INTRODUCTION

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

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

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

A. GOVERNANCE (Revised 2010)

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

Threshold Standards

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

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

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

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

Have a written mission statement.

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

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

Have written policies and procedures in place, covering:

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

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

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

Adequate Standards

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

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

Excellent Standards

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

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

B. ACCESS (Revised 2004)

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

Threshold Standards

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

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

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

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

Provide public and staff access to PC's.

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

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

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

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

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

Adequate Standards

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

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

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

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

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

Excellent Standards

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

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

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

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

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

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

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

Quantitative Standards

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

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

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

C. STAFF (Revised 2006)

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

Threshold Standards

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

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

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

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

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

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

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

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

Adequate Standards

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

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

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

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

Excellent Standards

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

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

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

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

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

Quantitative Standards

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

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

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

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

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

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

D.MATERIALS AND SERVICES (Revised 2006)

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

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

Threshold Standards

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

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

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

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

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

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

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

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

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

Adequate Standards

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

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

Provide free educational or cultural programs for adults.

Excellent Standards

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

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

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

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

Quantitative Standards

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

Number of holdings in the Library’s total collection

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

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

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

E. TECHNOLOGY (Revised 2004)

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

Threshold Standards

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

Provide public access to the Internet and its resources.

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

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

Provide a budget for maintenance and troubleshooting of equipment.

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

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

Adequate Standards

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

Have high speed permanent Internet access.

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

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

Have a WAN among branches.

Excellent Standards

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

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

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

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

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

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

Quantitative Standards

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

F. COMMUNITY INVOLVEMENT (Revised 2007)

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

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

Threshold Standards

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

Have an active Friends group assisting the library.

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

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

Adequate Standards

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

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

Excellent Standards

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

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

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

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

Have a designated position of "Volunteer Coordinator."

G. FACILITIES (Revised 2008)

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

Threshold Standards

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

Provide a book drop when library is closed.

Provide a designated area to meet the needs of children.

Provide separate staff work area.

Provide a business telephone with a listed number.

Comply with ADA standards.

Provide sufficient parking.

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

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

Provide a public restroom, sufficient heating, and ventilation.

Provide facilities that are adaptable for technology.

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

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

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

APPENDICES

Oregon Library Benchmark: http://data.memberclicks.com/site/ola/olaq_5no1.pdf

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

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

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

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

District Library Operations

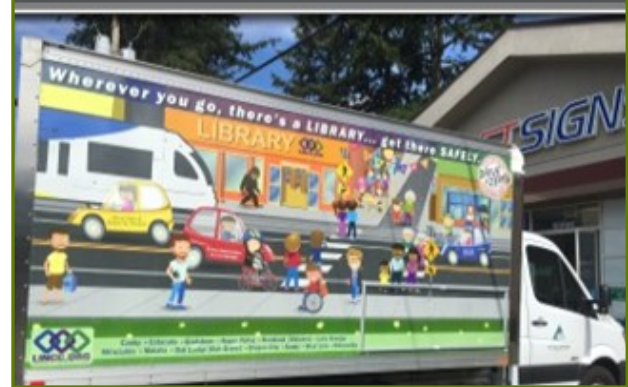
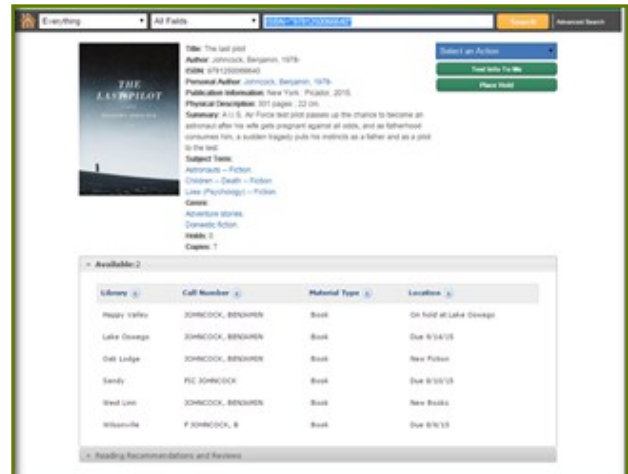
Library Network (Central Support)

As part of the District formation, Clackamas County committed to continuing support for various centralized services provided by the Library Network office (also known as Library Support Services).

Services

The Capital Contribution IGAs broadly outline the services the Library Network provides. (*Capital Contribution IGAs, Section 1.5*)

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

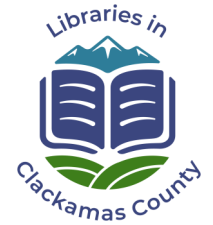


Funding

- The County is required to fund the Library Network office “to provide...services at an overall service level at least equal to that being provided by [the] Network [office] in fiscal year 2008/2009.” (*Capital Contribution IGAs, Section 1.5*)
- “The County shall not be financially or otherwise responsible for the provision of new services requested or added...at the request of the City.” Costs for new/additional services are generally billed back to Library cities. (*Capital Contribution IGAs, Section 1.5*)

In this section

- City Operation of Libraries
- Library Cooperation
- Library Standards
- **Library Network (Central Support)**



Library District Governance

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- . Local Library Boards
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- . Library District Budget Committee

Library District Governance

Local Library Boards

Unless some other means of governance is established, Public Libraries in Oregon are generally required to have local library boards (ORS 357.465).

While the Library District has no direct role in appointments to or conduct of local library boards, the Capital Contribution IGAs do contain one requirement regarding the composition of these boards.


Composition

“The City shall provide for fair representation of served library patrons on the City's library board, including patrons from unincorporated Clackamas County.” (*Capital Contribution IGAs, Section 2.4*)

- The District Board interprets “fair” to mean proportional representation of unincorporated residents on local library boards, in numbers roughly equal to the share of unincorporated patrons in a Library’s service area.


Relationship to LDAC

Per Ballot Measure 3-310, a designated member of a local library board will serve as the City’s representative to the Library District Advisory Committee (LDAC).



SANDY/HOODLAND LIBRARY ADVISORY BOARD HANDBOOK

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In this section

- Local Library Boards
- Library District Board (BCC)
- Library District Advisory Committee (LDAC)
- Library District Budget Committee



Library District ‘101’



Library District Governance

Library District Board

Composition

“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” (*Library District IGA, Section 1.1*)



District Board Authority

The Library District Board has the authority to:

- Adopt a budget and make appropriations.
- Receive Library City nominations for, and make appointments to the Library District Advisory Committee.
- Ensure compliance with all applicable laws, regulations, and contractual obligations.
- Amend the Master Order.
- ◊ Changes to the Master Order would be subject to remonstrance and, if required remonstrance thresholds were met, a vote of District residents.

In this section

- Local Library Boards
- **Library District Board (BCC)**
- Library District Advisory Committee (LDAC)
- Library District Budget Committee



Library District '101'



Library District Governance

Library District Advisory Committee (LDAC) (1/3)

Composition

Per Ballot Measure 3-310, a designated member of a local library board will serve as a library's representative to LDAC.

Duties

The Library District Advisory Committee has the responsibility to:

- Meet at least annually. (*Library District IGA, Section 1.2*)
- Consider the evaluation reports of participating libraries. (*Library District IGA, Section 1.2*)
- Consider any proposed changes to the Library District IGA, pursuant to specified amendment processes. (*Library District IGA, Section 1.2*)
- Consider any impact of the annexation or withdrawal of territory from the District (*Library District IGA, Section 1.2*). This consideration would include:
 - ◊ Reviewing Service Area Maps and the distribution formula, and recommending any amendments to this Agreement necessary to adjust for such changes. (*Library District IGA, Section 3.4*)

Library District 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

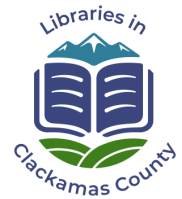
Section 1. The elected officers of LDAC shall be a Chair and Vice Chair who shall be voting members of LDAC. Secretarial support shall be provided by the Network Manager's staff.

In this section

- Local Library Boards
- Library District Board (BCC)
- Library District Advisory Committee (LDAC)
- Library District Budget Committee



Library District '101'



Library District Governance

Library District Advisory Committee (LDAC) (2/3)

Duties (cont.)

- ◊ Recommending whether a newly-incorporated city qualifies as a service provider and to what extent the distribution formula should be adjusted to allow for a distribution to such new service provider. *(Library District IGA, Section 3.5)*
- Discuss any noncompliance or breach of the Library District IGA. *(Library District IGA, Section 4.14)*
- In the case of noncompliance or breach, encourage efforts towards compliance. *(Library District IGA, Section 4.14)*
- In the case of continued noncompliance or breach, recommend amendments to create incentives for compliance. *(Library District IGA, Section 4.14)*
- To act as an advisory body on District-related matters to the Library District Board.

Library District 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.

In this section

- Local Library Boards
- Library District Board (BCC)
- **Library District Advisory Committee (LDAC)**
- Library District Budget Committee



Library District '101'



Library District Governance

Library District Advisory Committee (LDAC) (3/3)

LDAC Bylaws

- The term of office for an LDAC representative is determined by the City. Cities may also nominate an alternate. *(LDAC Bylaws, Article III, Section 1)*
- Non-voting members may include the Manager of the Library Network Office and the Chair of the LINCC Directors Group, who act as liaisons, may not hold office, and may be excluded from Executive Session. *(LDAC Bylaws, Article III, Section 2)*
- LDAC shall meet at least annually, and may establish a meeting schedule to meet the Committee's needs. *(LDAC Bylaws, Article VI, Sections 1 and 2)*
- The Library Network Manager assists the Chair with agenda preparation, and provides staff secretarial support. *(LDAC Bylaws, Article IV, Sections 1 and 2)*

Library District Bylaws

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Library District '101'



Library District Governance

Library District Budget Committee

The Library District Budget Committee reviews and approves the budget of the Library District, consisting of the tax revenues expected to be received and distributions expected to be made during the upcoming fiscal year.


The Library District Budget Committee does not have any role or responsibility in creating or evaluating individual Library budgets, or monitoring use of District funds once they are disbursed to library cities.

Composition

The Library District Budget Committee consists of the members of the Library District Board and an equal number of District residents.

Role and Responsibilities

- The budget committee meets publicly to review the budget document as proposed by the budget officer (Clackamas County Administrator).
- The committee receives the proposed budget and budget message, and holds at least one meeting in which the public may ask questions about and comment on the budget.
- The committee approves the budget, and specifies the rate per \$1,000 of assessed value that will be certified to the Assessor.
- The Library District Board is responsible for adopting the budget approved by the Library District Budget Committee.



LIBRARY SERVICE DISTRICT OF CLACKAMAS COUNTY
BUDGET COMMITTEE GENERAL AGENDA
Fiscal Year 2015/2016
June 1, 2015

1. Call to order – Commissioner Ludlow
2. Election of Chair and Secretary
3. Presentation of budget message and budget document
4. Open public hearing and receive public testimony
5. Close public hearing
6. Deliberation
7. Motion to approve budget and impose permanent tax rate
8. Vote
9. Other business
10. Adjourn

Motion to approve the budget:

I move to approve the 2015/2016 budget in the amount of **\$17,824,503** for the Clackamas County Library Service District as presented (or amended) and impose the district's maximum permanent tax rate of **.3974 dollars** per \$1,000 of assessed value within district boundaries.

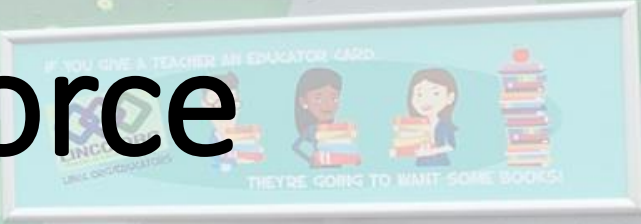
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- **Library District Budget Committee**

Wherever you go, there's a LIBRARY... get there SAFELY.



Canby • Estacada • Gladstone • Happy Valley • Hoodland (Welches) • Lake Oswego
Milwaukie • Molalla • Oak Lodge (Oak Grove) • Oregon City • Sandy • West Linn • Wilsonville



Library Task Force

Meeting #1

Wednesday June 11, 2025



Meeting 1 Purpose

- Review the Task Force charge, roles and responsibilities
- Listen to committee ideas and viewpoints as it relates to the future of the Library District
- Review relevant materials and ask questions
- Provide input for Task Force meeting schedule

Introductions

Seat	Representative
Library District Director (BCC)	Paul Savas (ClackCo)
Library District Administrator	Gary Schmidt (ClackCo)
Urban Mayor	Michael Milch (Gladstone)
Rural Mayor	Kathleen Walker (Sandy)
Urban City Manager	John Williams (West Linn)
Rural City Manager	Dan Huff (Molalla)
Urban Library Director	Melissa Kelly (Lake Oswego)
Rural Library Director	Marisa Ely (Canby)
Public Member #1	Al Matecko (Happy Valley, LDAC)
Public Member #2	Gay Walker (Unincorporated ClackCo, Wilsonville area)
<i>LINCC Manager (Ex Officio)</i>	<i>Rick Peterson (LINCC)</i>

Task Force Charge

“The Library Task Force will make recommendations to the Board of County Commissioners on several longstanding library issues.”

Ground Rules

- Members are responsible for sharing information with, and obtaining feedback from, their constituency group
- Members are responsible for meeting attendance and reviewing any meetings missed, proxies and alternates will not be allowed

Icebreaker “Big Picture Activity”

If you could paint the perfect picture of a vital library system that was equitable for all communities within Clackamas County, what one thing would you enhance from the current system to ensure its success long-term?

Library District Overview

- Historical Overview
- Master Order (IGA) Review
- Issues and Opportunities Overview

Questions / Next Steps

- Questions?
- Preferred Meeting Times / Frequency
- Meeting Two: Assess and Discuss Issues