



**Resolution 2003-029**

**A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE WASHINGTON COUNTY INTER-LIBRARY INFORMATION NETWORK (WILINET) AGREEMENT AND THE SECOND AMENDMENT TO THE PUBLIC LIBRARY SERVICES AGREEMENT.**

**WHEREAS**, Washington County Cooperative Library Services has asked each contractor in its service area to endorse their amendments; and

**WHEREAS**, the City of Sherwood is one of those contractors; and

**WHEREAS**, these agreements dated July 14, 1999, need to be amended and extended through June 30, 2004; and

**WHEREAS**, the approval for the Washington County Inter-Library Information Network reduces WILINET services by reducing the hours of support available thereby removing services that are presently provided during times when County library services are closed and Sherwood Library services remain open; and

**WHEREAS**, the approval for the Public Library Services Agreement reduces the funding allocation for the City and changes the formula for calculating operating funds due the contractors, resulting in a loss in operating revenue to the City of Sherwood in the amount of 4.32%; and

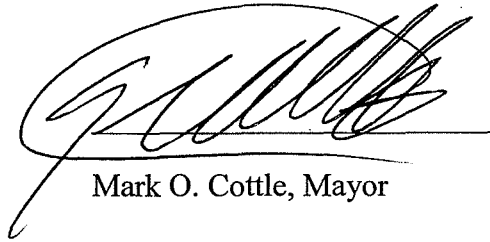
**WHEREAS** under the present formula there is a great disparity between what Sherwood taxpayers pay in to the County fund and what is returned to the Sherwood Public Library for operating funds.

**NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:**

Section 1. In order to continue Library operations in Sherwood, the City approves proposed amendments, shown here as Exhibits 1 and 2, but states in this document that the City is in disagreement with the proposed formula for allocation of funds.

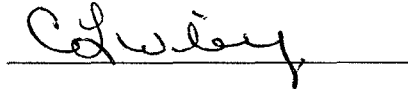
Section 2. The City of Sherwood is interested in a more equitable system for allocation of funds for all Washington County contractors. Either the cities should take over all library services or the money should be apportioned on a population-based formula or assessed valuation.

**Duly passed by the City Council this 22nd day of April 2003.**



Mark O. Cottle, Mayor

ATTEST:



C.L. Wiley, City Recorder

**SECOND AMENDMENT TO THE WASHINGTON COUNTY INTER-LIBRARY  
INFORMATION NETWORK (WILINET) AGREEMENT**

This amends the Agreement dated July 14, 1999 and first Amendment dated June 25, 2002 between Washington County, on behalf of the Cooperative Library Services, and the cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, Sherwood, Tigard and Tualatin, Cedar Mill Community Library Association, Garden Home Community Library Association, Tuality Healthcare and Oregon College of Art and Craft as follows:

**Amend Section 2, TERM OF AGREEMENT as follows. Delete existing paragraph and insert:**

This Agreement shall be in effect from July 1, 1999 through June 30, 2004, except as otherwise provided in Section 15 of this Agreement.

**Amend Section 4, SERVICE AVAILABILITY, Paragraph A as follows:**

WILI staff shall be available to service WILInet and support member libraries:

- 8:00 am – 8:30 pm, Monday through Thursday,
- 8:00 am – 6:00 pm Friday,
- 9:00 am – 5:00 pm Saturday, and
- 10:30 am – 6:00 pm Sunday.
- No WILInet support will be provided on days that are declared official holidays by Washington County.

This amendment shall become effective June 30, 2003.

In performing the above, it is understood and agreed that all other terms and conditions of the original Agreement of July 14, 1999 and first Amendment of June 25, 2002 are still in effect.

FOR WASHINGTON COUNTY:

FOR THE CONTRACTOR:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form: \_\_\_\_\_  
County Counsel

## SECOND AMENDMENT TO THE PUBLIC LIBRARY SERVICES AGREEMENT

This amends the Agreement dated June 15, 1999 and Amendment dated June 25, 2002 between Washington County, on behalf of the Cooperative Library Services, and the cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, Sherwood, Tigard and Tualatin and the Cedar Mill Community Library Association and the Garden Home Community Library Association as follows:

**Replace Section 2, TERM OF AGREEMENT as follows. Delete existing paragraph and insert:**

This Agreement shall be in effect from July 1, 1999 through June 30, 2004, except as otherwise provided in Section 11 of this Agreement. It is the intent of the parties that the amendments made by this Second Amendment shall become effective July 1, 2003.

**Amend Section 3, FUNDS as follows. Delete existing paragraph and insert:**

As compensation to Contractor for the services to be provided pursuant to this Agreement, WCCLS agrees to make payments to Contractor according to Exhibit A for the one-year term on July 1, 2003 through June 30, 2004 and the Payment Schedule set forth in Section 6.

**Add the following to Section 4, FUNDING FORMULA, Paragraph B:**

FY03-04      \$ 9,740,000

**Amend Section 4, FUNDING FORMULA, Paragraph C as follows. Delete existing paragraph C and sub-paragraphs C1 through C4 and insert:**

C.     Reimbursement Contractors will be reimbursed from the fund described in Section 4.B based on Reimbursable Circulation, Volumes Added, Collection Expenditures, Full Service Facility Weekly Open Hours, Internet Public Access Technology, Adult/Youth Program Attendance, Service Population, and Reference Transactions.

1.     Reimbursable Circulation 70% of the total funds in Section 4.B will be allocated for reimbursement using the reimbursable circulation transactions identified in Exhibit A, "Reimbursement Formula" to calculate the amount owed each Contractor and West Slope Community Library in this Section. Circulation will include only materials loaned to Qualified Borrowers and will be adjusted for net lending or borrowing on in-county interlibrary loans before reimbursement rates are applied.
2.     Volumes Added 5% of the total funds in Section 4.B will be allocated for reimbursement for volumes added to collections as calculated by WCCLS and as identified in Exhibit A, "Reimbursement Formula" to calculate the amount owed each Contractor and West Slope Community Library in this Section.
3.     Collection Expenditures 5% of the total funds in Section 4.B will be allocated for reimbursement for collection expenditures as reported in the Oregon State Library

Statistical Report question #4.10 for FY01-02 and as identified in Exhibit A, "Reimbursement Formula" to calculate the amount owed each Contractor and West Slope Community Library in this Section.

4. Full Service Weekly Hours Open 5% of the total funds in Section 4.B will be allocated for reimbursement for the number of open hours per week for each full service library facility as reported in the Oregon State Library Statistical Report question #6.22 for FY01-02 and as identified in Exhibit A, "Reimbursement Formula" to calculate the amount owed each Contractor and West Slope Community Library in this Section.
5. Internet Public Access Technology 5% of the total funds in Section 4.B will be allocated for reimbursement for the number of Internet Public Access workstations as reported in the Oregon State Library Statistical Report question #8.7 for FY01-02 and as identified in Exhibit A, "Reimbursement Formula" to calculate the amount owed each Contractor and West Slope Community Library in this Section.
6. Adult/Youth Program Attendance 2.5% of the total funds in Section 4.B will be allocated for reimbursement for the total attendance at both youth and adult library programs as reported in the Oregon State Library Statistical Report questions #6.31 and #6.33 for FY01-02 and as identified in Exhibit A, "Reimbursement Formula" to calculate the amount owed each Contractor and West Slope Community Library in this Section.
7. Service Population 5% of the total funds in Section 4.B will be allocated for reimbursement for the library service population as calculated by WCCLS and as identified in Exhibit A, "Reimbursement Formula" to calculate the amount owed each Contractor and West Slope Community Library in this Section.
8. Reference Transactions 2.5% of the total funds in Section 4.B will be allocated for reimbursement for reference transactions as reported in the Oregon State Library Statistical Report question #6.29 for FY01-02 and as identified in Exhibit A, "Reimbursement Formula" to calculate the amount owed each Contractor and West Slope Community Library in this Section.

**Delete Section 4, FUNDING FORMULA, Paragraph D: Cultural and Arts Programming.**

**Amend Section 6, PAYMENT SCHEDULE, Paragraph A as follows. Delete existing language prior to the colon, and insert:**

- A. WCCLS agrees to make payments to Contractors which are cities as follows:

In performing the above, it is understood and agreed that all other terms and conditions of the original Agreement of July 14, 1999 and first Amendment of June 25, 2002 are still in effect.

FOR WASHINGTON COUNTY:

FOR THE CONTRACTOR: —

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form: \_\_\_\_\_  
County Counsel



**WASHINGTON COUNTY**  
**Cooperative Library Services**  
 CONNECTING PEOPLE, BOOKS, AND RESOURCES

Exhibit A - Public Library Services Agreement  
 Reimbursement Formula

Formula Weighting Factor	Input Area
70.0%	Reimbursable Circulation
5.0%	Volumes Added
5.0%	Collection Expenditures
5.0%	Full Service Facility Weekly Hrs Open
5.0%	Internet Public Access Technology
2.5%	Adult/Youth Program Attendance
5.0%	Service Population
2.5%	Reference Transactions

Library	Enhanced Formula 2003-04	Payments Received In 2002-03	Comparison of 03-04 to 02-03		One-time Adjustment for 03-04*	Comparison after adjustment	
			Increase(decrease) \$	%		Increase(decrease) \$	%
Banks	\$ 90,891	\$ 73,735	\$ 17,156	23.27%	\$ 73,735	\$ -	0.00%
Beaverton	2,625,958	2,948,570	(322,612)	-10.94%	2,625,958	(322,612)	-10.94%
Cedar Mill	1,474,289	1,658,166	(183,877)	-11.09%	1,474,289	(183,877)	-11.09%
Cornelius	111,951	99,982	11,969	11.97%	99,982	-	0.00%
Forest Grove	421,555	449,905	(28,350)	-6.30%	421,555	(28,350)	-6.30%
Garden Home	227,735	206,311	21,424	10.38%	206,311	-	0.00%
Hillsboro	2,475,548	2,887,366	(411,818)	-14.26%	2,558,955	(328,411)	-11.37%
Sherwood	305,035	318,211	(13,176)	-4.14%	305,035	(13,176)	-4.14%
Tigard	1,092,520	1,237,470	(144,950)	-11.71%	1,092,520	(144,950)	-11.71%
Tualatin	607,730	574,872	32,858	5.72%	574,872	-	0.00%
West Slope**	306,788	376,782	(69,994)	-18.58%	306,788	(69,994)	-18.58%
<b>Totals</b>	<b>\$ 9,740,000</b>	<b>\$ 10,831,370</b>	<b>\$ (1,091,370)</b>	<b>-10.08%</b>	<b>\$ 9,740,000</b>	<b>\$ (1,091,370)</b>	<b>-10.08%</b>

Allocation Available: \$ 9,740,000

\* Per CLAB, on December 4, 2002, a one-year adjustment, for the 2003-04 fiscal, will be made whereby no library will receive more than received in the 2002-03 fiscal year. Any amount allocated to a library through the Enhanced Formula that exceeds that library's 2002-03 payment will be used to reduce the City of Hillsboro loss. \*\*West Slope expects to receive a fire insurance adjustment to offset lost circulation revenue.

**Allocation of Performance Indicators**

Library	Reimbursable Circulation	Volumes Added	Collection Expenditures	Full serv Facility Wkly Hours Open	Internet Public Access Technology	Adult/Youth Program Attendance	Service Area Population	Reference Transactions	Total Enhanced Services
Weight - %	70.0%	5.0%	5.0%	5.0%	5.0%	2.5%	5.0%	2.5%	100.0%
\$ to Allocate	\$ 6,818,000	\$ 487,000	\$ 487,000	\$ 487,000	\$ 487,000	\$ 243,500	\$ 487,000	\$ 243,500	\$ 9,740,000
Banks	\$ 37,229	\$ 8,929	\$ 2,771	\$ 24,868	\$ 7,379	\$ 3,208	\$ 5,083	\$ 1,425	\$ 90,891
Beaverton	1,839,943	127,390	165,266	49,045	213,985	63,925	115,011	51,393	2,625,958
Cedar Mill	1,127,151	63,553	56,086	42,828	56,571	54,425	49,028	24,646	1,474,289
Cornelius	42,424	5,330	3,366	31,776	9,838	4,745	12,184	2,288	111,951
Forest Grove	266,268	28,331	23,039	42,828	14,758	10,223	27,378	8,730	421,555
Garden Home	158,055	9,120	7,048	35,230	2,460	6,289	6,242	3,292	227,735
Hillsboro	1,781,987	121,728	118,282	88,420	100,843	31,304	154,032	78,952	2,475,548
Sherwood	203,085	14,408	12,176	41,447	4,919	7,963	17,217	3,820	305,035
Tigard	765,315	54,810	58,907	47,664	31,975	31,535	64,829	37,485	1,092,520
Tualatin	396,174	35,045	30,112	44,901	36,894	21,526	24,414	18,663	607,730
West Slope	200,371	18,357	9,947	37,993	7,379	8,356	11,582	12,804	306,788
<b>TOTAL</b>	<b>\$ 6,818,000</b>	<b>\$ 487,000</b>	<b>\$ 487,000</b>	<b>\$ 487,000</b>	<b>\$ 487,000</b>	<b>\$ 243,500</b>	<b>\$ 487,000</b>	<b>\$ 243,500</b>	<b>\$ 9,740,000</b>
Audit Check	\$ 6,818,000	\$ 487,000	\$ 487,000	\$ 487,000	\$ 487,000	\$ 243,500	\$ 487,000	\$ 243,500	\$ 9,740,000
Audit Check Error	-	-	-	-	-	-	-	-	-
Amount per Value	\$ 1.08	\$ 2.99	\$ 0.25	\$ 690.78	\$ 2,459.60	\$ 2.31	\$ 1.07	\$ 0.09	

Source:	A WCCLS	B WCCLS	C OSL Part 4 #4.10	D1 OSL Part 6 #6.22	E OSL Part 8 #8.7	F OSL Part 6 #6.31, #6.33	K WCCLS	G OSL Part 6 #6.29
<b>To calculate FY 03-04 payment:</b>								
Library	Adjusted Reimbursable Circulation 2002	VoIs Added FY01-02	Collection Expenditures FY01-02	Full-service Facility Wkly Hours Open FY01-02	Internet Public Access Technology FY01-02	Adult/Youth Program Attendance FY01-02	Service Area Population FY01-02	Reference Transactions FY01-02
Banks	34,539	2,987	11,017	36	3	1,388	4,757	1,976
Beaverton	1,707,016	42,617	657,147	71	87	27,656	107,643	71,246
Cedar Mill	1,045,720	21,261	223,016	62	23	23,546	45,887	34,167
Cornelius	39,359	1,783	13,385	46	4	2,053	11,403	3,172
Forest Grove	247,031	9,478	91,608	62	6	4,423	25,624	12,103
Garden Home	146,636	3,051	28,024	51	1	2,721	5,842	4,564
Hillsboro	1,653,247	40,723	470,323	128	41	13,543	144,164	109,451
Sherwood	188,413	4,820	48,415	60	2	3,445	16,114	5,296
Tigard	710,025	18,336	234,233	69	13	13,643	60,676	51,966
Tualatin	367,552	11,724	119,736	65	15	9,313	22,850	25,873
West Slope	185,895	6,141	39,552	55	3	3,615	10,840	17,750
<b>TOTALS</b>	<b>6,325,433</b>	<b>162,921</b>	<b>1,936,456</b>	<b>705</b>	<b>198</b>	<b>105,346</b>	<b>455,800</b>	<b>337,564</b>