



## RESOLUTION 2007-053

### A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AMMENDED INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY ON BEHALF OF WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES (WCCLS).

**WHEREAS**, the City of Sherwood currently has an agreement with Washington County on behalf of Washington County Cooperative Library Services; and

**WHEREAS**, this agreement provides funding for the Sherwood Library and the vehicle to share materials with other Washington County libraries to the benefit of Sherwood citizens; and

**WHEREAS**, the designee of this agreement was incorrectly identified in Resolution 2004-053 as Washington County Inter-Library Information Network (WILInet); and

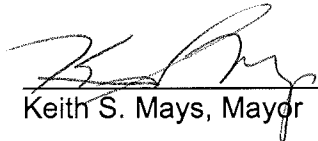
**WHEREAS**, the attached exhibits A) Amendment to the Intergovernmental Agreement / Washington County Library Services, B) Amendment to the Public Library Services Agreement, and C) Amendment to the Washington County Inter-Library Information Network (WILINET) Agreement add North Plains as a member library/signatory to the agreements, allow WCCLS to distribute the additional levy funds to public libraries, and extends the term of the Public Library Services Agreement (PLSA) and the WILInet Agreement to 6/30/11 to align with the levy term; and,

**WHEREAS**, this is an amendment of an existing agreement;

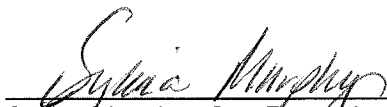
### NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to sign the amended Intergovernmental Agreement with Washington County on behalf of Washington County Cooperative Library Services extending the terms of the agreement through 2010-11.

**Duly passed by the City Council this 19<sup>th</sup> day of June, 2007.**

  
\_\_\_\_\_  
Keith S. Mays, Mayor

ATTEST:

  
\_\_\_\_\_  
Sylvia Murphy, City Recorder

**AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT  
WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES**

This amends the Intergovernmental Agreement dated January 17, 2006 between Washington County on behalf of Washington County 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 (“Contractors”) as follows:

In accordance with **Section 4.I: Adding or Subtracting Members**, the City of North Plains shall be added as a Member, effective July 1, 2007. The City of North Plains, by its execution of this Amendment, also hereby agrees to be bound by all of the terms and conditions of the January 17, 2006 Intergovernmental Agreement and all Amendments thereto.

**Amend Section 4, A: WCCLS EXECUTIVE BOARD Membership to read as follows:**

4. WCCLS EXECUTIVE BOARD

**A. Membership**

The Executive Board shall consist of ~~twelve (12)~~ thirteen (13) voting Board Members (“Members”) representing the ~~ten-current~~ eleven (11) Contracting library service providers, the West Slope Community Library, and Washington County. For the cities of Beaverton, Cornelius, Forest Grove, Hillsboro, **North Plains**, Sherwood, Tigard, and Tualatin, the Members shall be the chief administrative officers of those jurisdictions or their designees. For the City of Banks, the Cedar Mill Community Library Association and the Garden Home Community Library Association, the Members shall be representatives designated by the Contractors’ governing boards. For the West Slope Community Library, the Member shall be a representative of the community appointed by the Board of County Commissioners. The Washington County Administrator (or designee) shall represent countywide services. The Executive Board will meet as needed and will convene either prior to or immediately following the city/county managers’ meetings.

**Amend Section 5, A: WCCLS POLICY GROUP Membership to read as follows:**

5. WCCLS POLICY GROUP

**A. Membership**

The WCCLS Policy Group (“Policy Group”) shall consist of ~~twelve (12)~~ thirteen (13) voting Members representing the ~~ten (10)-current~~ eleven (11) contracting library service providers, the West Slope Community Library, and a library that is a non-public library WILnet member (either Tuality Health Information Resource Center or the Oregon College of Art and Craft library). These thirteen Members

shall be the library directors or their designees. ~~The Policy Group shall replace the current Library Directors' Board.~~

This amendment shall become effective July 1, 2007.

In performing the above, it is understood and agreed that all other terms and conditions of the original Intergovernmental Agreement of January 17, 2006 and amendments thereto are still in effect.

FOR THE CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

FOR WASHINGTON COUNTY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Washington County

APPROVED AS TO FORM:

\_\_\_\_\_  
Sr. Assistant County Counsel

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

This amends the Washington County Inter-Library Information Network Agreement dated July 1, 2004 between Washington County on behalf of Washington County 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 (“WILnet Users”) as follows:

The **City of North Plains shall be added as a WILnet User**, effective July 1, 2007. The City of North Plains, by its execution of this Amendment also hereby agrees to be bound by all of the terms and conditions of the July 1, 2007 Washington County Inter-Library Information Network (WILnet) Agreement and all Amendments thereto.

**Replace Section 1: DEFINITIONS as follows (deleting definitions for WCCLS Library Directors’ Board and Cooperative Library Advisory Board, adding definitions for WCCLS Executive Board and WCCLS Policy Group, and renumbering the remaining definitions):**

1. DEFINITIONS

The following definitions shall be used in constructing the following phrases, terms and abbreviations in this Agreement:

- A) WCCLS (Washington County Cooperative Library Services) - An agency of county government which exists to coordinate, contract for or provide a full range of library and information services to all residents of the county.
- B) WCCLS Network – The consortium of public, academic, special and school libraries in Washington County, which exists to provide countywide library service.
- C) WILnet (Washington County Inter-Library Information Network) – An integrated, automated library system, including but not limited to WILI, which is comprised of the integrated library system software (online circulation, public access catalog, cataloging and acquisitions software), software programs purchased by WCCLS and licensed for use at member libraries, other databases, Internet resources, central site hardware and telecommunications equipment. The necessary equipment, equipment configuration, communication links, and associated hardware and software necessary to provide the Integrated Library System (ILS), Internet access through WCCLS, and other appropriate network functions to member library locations. This includes but is not limited to equipment in the WCCLS office and WCCLS computer room.
- D) Host – Any intelligent device connected to WILnet that is addressable by a network/transport protocol. All workstations, network printers, routers, etc. are hosts.

- E) Broadband Users' Group – A membership organization through which WCCLS procures Internet and firewall network services.
- F) WILInet Users' Group - A committee of the WCCLS Library Directors Board, advisory to the Automation Program Specialist/Library Systems Administration Supervisor on the operation of the automated library system as defined in the Library Directors' Board by-laws.
- G) Public Library Services Agreement - The Inter-Governmental Agreement between Washington County and library service providers to provide library services to all county residents, containing a reimbursement formula under which WCCLS makes payments to public libraries.
- H) West Slope Community Library – The public library that is a department of WCCLS and managed by the County. For purposes of this Agreement, West Slope is treated as a WILInet Member Library, but is not a signatory to this Agreement.
- K) WCCLS Executive Board – the Board established to advise the Board of County Commissioners and the Cooperative Library Services Manager on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long term governance and funding strategies. The WCCLS Executive Board was established in January 2006.
- L) WCCLS Policy Group – the Board established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Manager. The WCCLS Policy Group was established in January 2006.

**Amend Section 2: TERM OF AGREEMENT as follows:**

This Agreement shall be in effect from July 1, 2004, through June 30, 2011, 2009 except as otherwise provided in Section 14 of this Agreement. It is the intent of the parties that this agreement become effective on July 1, 2004.

**Amend Section 6.G: DUTIES AND RESPONSIBILITIES OF WCCLS as follows:**

- G) Purchase, and coordinate the use and licensing of, other library-related software licenses or equipment as deemed suitable by the WCCLS Policy Group ~~Library Directors' Board~~.

**Amend Section 7: DUTIES AND RESPONSIBILITIES OF WILINET USERS as follows:**

Section 7R is deleted in its entirety.

**Amend Section 11: ADMISSION OF NEW WILInet USERS WHICH ARE NOT SIGNATORIES TO THE PUBLIC LIBRARY SERVICES AGREEMENT as follows:**

WCCLS shall have the option of admitting other libraries to WILInet provided that any necessary system modification shall be undertaken to insure WILInet's continued security and performance. Admission of New WILInet Users shall require unanimous approval of present WILInet Users and the WCCLS Executive Board ~~Cooperative Library Advisory Board~~. New WILInet Users will be assessed a share of WILInet operating costs for the first year of membership as determined by the Cooperative Library Advisory Board. The "Cost Allocation Formula" in Exhibit A would be applicable during the second year and thereafter.

This amendment shall become effective July 1, 2007.

In performing the above, it is understood and agreed that all other terms and conditions of the original Washington County Inter-Library Information Network (WILInet) Agreement of July 1, 2004 and amendments thereto are still in effect.

FOR THE CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

FOR WASHINGTON COUNTY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Sr. Assistant County Counsel

## AMENDMENT TO THE PUBLIC LIBRARY SERVICES AGREEMENT

This amends the Public Library Services Agreement dated January 20, 2004 between Washington County on behalf of the Washington County 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 ("Contractors") as follows:

The **City of North Plains shall be added as a Contractor**, effective July 1, 2007. The City of North Plains, by its execution of this Amendment, also hereby agrees to be bound by all of the terms and conditions of the January 20, 2006 Public Library Services Agreement and all Amendments thereto.

**Replace Section 1: DEFINITIONS as follows (deleting definitions for WCCLS Library Directors' Board and Cooperative Library Advisory Board, adding definitions for WCCLS Executive Board and WCCLS Policy Group, and renumbering the remaining definitions):**

### 1. DEFINITIONS

The following definitions shall be used in constructing the following phrases, terms and abbreviations in this Agreement:

- A. WCCLS (Washington County Cooperative Library Services) – An agency of county government which exists to coordinate, contract for or provide a full range of library and information services to all residents of the county.
- B. WCCLS Network – The consortium of public, academic, special and school libraries in Washington County, which exists to provide countywide library service.
- C. WILInet (Washington County Inter-Library Information Network) – An integrated, automated library system, including but not limited to WILI, which is comprised of the integrated library system software (online circulation, public access catalog, cataloging and acquisitions software), and other databases, Internet resources, central site hardware and telecommunications equipment.
- D. Qualified Borrowers – All Washington County residents, residents of counties with which Washington County has reciprocal borrowing agreements, and other paid card holders.
- E. West Slope Community Library - The public library that is a department of WCCLS and managed by the County. For purposes of funding, West Slope is treated as a Contractor, but is not a signatory to this Agreement.
- F. Oregon Public Library Statistical Report – In accordance with ORS 357.520, all public libraries are required to report statistics on an annual basis to the Oregon State Library via a reporting format determined by the State Library. Report data is typically due October 1 of each year.

- G. Annual Formula Calculation – In January of each year, the Cooperative Library Services Manager will compute final counts for each library for each criterion to be used in determining formula disbursements for the next fiscal year.
- J) WCCLS Executive Board – the Board established to advise the Board of County Commissioners and the Cooperative Library Services Manager on matters pertaining to the funding for countywide library Services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long term governance and funding strategies. The WCCLS Executive Board was established in January 2006.
- K) WCCLS Policy Group – the Board established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Manager. The WCCLS Policy Group was established in January 2006.

**Amend Section 2: TERM OF AGREEMENT as follows:**

This Agreement shall be in effect from July 1, 2004, through June 30, 2011 ~~2009~~, except as otherwise provided in Section 11 of this Agreement. It is the intent of the parties that this Agreement become effective on July 1, 2004.

**Amend Section 4: FUNDING FORMULA as follows:**

- A. Method The total payment to be made to each Contractor during the term of this Agreement shall be determined by the method set forth in this Section and shall be based on the figures set forth in EXHIBIT A “Reimbursement Formula”. ~~Alternatively, in the event that a local option levy is passed by the voters in the May 2004 primary election, the total payment made to each Contractor during the term of this Agreement shall be determined by the method set forth in this Section and shall be based upon the figures set forth in EXHIBIT B “Levy Reimbursement Formula”.~~
- B. Total Distribution of Funds The amount for each fiscal year set forth below represents the total amount projected to be available in this Agreement for payments to all Contractors. ~~The distribution to all recipients shall not exceed the projected amounts listed below for each fiscal year. Figures in Column A will be used if the May 2004 levy does not pass; figures in Column B will be used if the May 2004 levy passes.~~

<u>Column A</u>		<u>Column B</u>	
FY04-05	\$ 9,642,600	FY04-05	\$13,500,000
FY05-06	\$ 9,883,665	FY05-06	\$15,255,000



FY06-07	\$10,279,012	FY06-07	\$17,238,150
FY07-08	\$10,690,172	FY07-08	\$19,479,109
FY08-09	\$11,117,779	FY08-09	\$22,011,393

FY07-08	\$15,379,011
FY08-09	\$16,609,332
FY09-10	\$17,938,078
FY10-11	\$19,373,125

**Add Subsection 4.C:**

- C. Adjustments to Total Distribution of Funds In the event that revenues from the November 2006 WCCLS local option levy exceed the projections set forth in the levy projection provided to the Washington County Board of County Commissioners on May 9, 2006, additional funds may be added to the totals listed in Section 4.B for distribution to Contractors during the following fiscal year upon recommendation of the WCCLS Executive Board. In the event that revenues from the November 2006 WCCLS local option levy are less than the projections provided to the Washington County Board of County Commissioners on May 9, 2006, the distribution amounts listed in Section 4.B may be reduced upon recommendation of the WCCLS Executive Board.

**Amend Subsection 4.D.6: Minimum Growth Rate as follows:**

6. Minimal Growth Rate

- a. ~~If additional levy funding is approved in the May 2004 election, and if at the time of the Annual Formula Calculation a Contractor does not yield at least a 2% increase over the previous year's payment, an adjustment will be made to assure a 2% Minimal Growth Rate in payment. Funds to accomplish this will be subtracted from payments to other unaffected Contractors so that the total distribution does not exceed the amount indicated for that fiscal year in Section 4.B. Column B. For FY04-05 payments, Contractors will each receive payments at least 2% higher than FY03-04 payments or the adjusted FY03-04 base amounts previously approved by the Cooperative Library Advisory Board.~~
- b. ~~If a levy is not approved in May 2004, and total distribution of funds in FY04-05 is based on Section 4.B, Column A, then all Contractors agree to take the same percentage reduction in FY04-05 from their FY03-04 payments, or the adjusted FY03-04 base amounts previously approved by the Cooperative Library Advisory Board. For subsequent years, formula criteria and distribution percentages described above will be implemented.~~

This Amendment shall become effective July 1, 2007.

In performing the above, it is understood and agreed that all other terms and conditions of the original Public Library Services Agreement of January 20, 2004 and amendments thereto are still in effect.

FOR THE CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

FOR WASHINGTON COUNTY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Sr. Assistant County Counsel