

CITY OF COOS BAY CITY COUNCIL
Agenda Staff Report

MEETING DATE September 15, 2015	AGENDA ITEM NUMBER
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TO: Mayor Shoji and City Councilors
FROM: Sami Pierson, Library Director
THROUGH: Rodger Craddock, City Manager
ISSUE: Approval of Contract for Library Services

BACKGROUND:

In 1992, the voters overwhelmingly approved formation of the Coos County Library Service District and establishment of a permanent tax base for the taxing district. The county, cities, college, and the Dora library then entered into a contract that ratified provisions of a master plan which was written to govern the district. The Plan outlined governance and operational issues, funding, and powers and responsibilities of the various parties. The Plan called for continuance of the basic library operational structure whereby Coos County would collect tax base dollars and distribute them to the cities, the Dora Liberty, and to the government organization (currently the City of Coos Bay) contracted to staff and operate the Extended Services Office (ESO). The ESO coordinates a variety of cooperative extended services on behalf of the eight public libraries in Coos County in order to best serve the needs of Coos County residents.

Every year each of the eight public libraries in Coos County sign a contract with the County. The annual contract contains in part the tax disbursement formula for libraries and the contractual amount for the ESO. The annual contract between the City of Coos Bay and the Coos County Library Service District is due for signatures. This contract is for July 1, 2015 through June 30, 2016.

ADVANTAGES:

Approving the contract will allow the City to continue to receive tax revenue from the Library District tax base for the purposes of operating the public library and providing contacted ESO services.

DISADVANTAGES:

None

BUDGET IMPLICATIONS:

The 2015-16 Coos Bay Library budget includes an estimated \$940,000 in revenue from the Library District to cover the annual operational expenses of the library. The contract also provides \$499,143.00 to operate the ESO.

ACTION REQUESTED:

Staff recommends the Council approve the contract amendment and authorize the City Manager to sign the contract.

CONTRACT FOR LIBRARY SERVICES

This Contract is entered into and is effective July 1, 2015 by and between the Coos County Library Service District and the City of Coos Bay, City of Bandon, City of Coquille, Dora Public Library, City of Lakeside, City of Myrtle Point, City of North Bend, and City of Powers (hereinafter collectively referred to as "Cities").

WHEREAS, the voters of Coos County have determined that cooperative library service is in the public interest and have provided stable funding for such services through approval of a tax base and by the creation of the Coos County Library Service District (hereinafter referred to as the "District"); and

WHEREAS, the District finds that library service can be provided economically and effectively through contracts for service with established library facilities; and

WHEREAS, the Cities are willing and able to provide the same basic library service to all residents of Coos County on a non-fee basis as hereinafter set forth.

NOW, THEREFORE, by the authority granted by the provision of ORS Chapters 190 and 451, it is mutually agreed as follows:

1. This Contract shall commence on July 1, 2015 and shall terminate on June 30, 2016.
2. Out of the revenue generated by the Coos County Library Service District Tax Base, the District agrees to distribute \$499,143.00 to the City of Coos Bay to provide county-wide cooperative library materials, personnel and services, including the union catalog and interlibrary loan service, automated library circulation and on-line catalog service, OCLC equipment and services, outreach and courier services, books-by-mail, reference service, and satellite libraries (collectively, the "Extended Service Office" or "ESO" services). The City of Coos Bay shall have the right to contract with non-library agencies to provide ESO services subject to approval by the District.
3. The amount due the City of Coos Bay under Section 2 above shall be paid in three (3) equal installments, due on or before December 15, 2015, March 15, 2016, and June 15, 2016.
4. Services provided by the City of Coos Bay under Section 2 above shall include an outreach program in the Coos County Jail at no charge to Coos County.
5. Out of the revenue generated by the Coos County Library Service District Tax Base, the District shall budget \$6,875.00 for the payment of administrative expenses.
6. Proceeds from the Tax Base are to be used by each of the Cities in defraying the costs of library materials, library equipment, library furnishings, library personnel, and library services.

7. In return for the provision of operating expenses, the Cities shall provide a library building plus maintenance and repair of that building, excluding routine custodial services and utilities. The Cities shall also provide indirect administrative and overhead costs of library operation incurred by other city departments or the nonprofit corporation. The City of Coos Bay shall provide space, custodial services, utilities, and indirect administrative and overhead costs, in return for the provision of operating expenses for the county-wide services under Section 2 above.
8. Revenues generated by the District Tax Base less those funds paid to City of Coos Bay pursuant to Section 2 and retained by the District for administrative expenses pursuant to Section 5 shall be distributed by the Coos County Treasurer as follows:

<u>Library</u>	<u>Proportion</u>
Bandon	0.11047989
Coos Bay	0.37351472
Coquille	0.11255210
Dora	0.01784751
Lakeside	0.02615246
Myrtle Point	0.07781038
North Bend	0.25261591
Powers	0.02902703

9. The distributions described above are to be made exclusively from revenue generated from the District Tax Base and this Contract does not create any obligation against any other revenues or assets of Coos County or the District.
10. The Coos County Treasurer shall make distribution of delinquent taxes from prior years to each of the Cities according to the terms of the contract in force for each of those years.
11. Each of the Cities agrees to expend the entire library fund paid under this Contract in accordance with the purposes for which it was levied.
12. All decisions regarding the funding and operation of libraries shall be made pursuant to the Master Plan for the Coos County Library Service District.
13. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Contract.

- SIGNATURES ON NEXT PAGE -

**COOS COUNTY LIBRARY SERVICE DISTRICT
GOVERNING BODY:**

Chair

Commissioner

Commissioner

Date: _____

CITY OF COQUILLE

Authorized Signature

Date: _____

CITY OF LAKESIDE

Authorized Signature

Date: _____

CITY OF MYRTLE POINT

Authorized Signature

Date: _____

CITY OF COOS BAY

Authorized Signature

Date: _____

CITY OF BANDON

Authorized Signature

Date: _____

CITY OF POWERS

Authorized Signature

Date: _____

DORA PUBLIC LIBRARY

Authorized Signature

Date: _____

CITY OF NORTH BEND

Authorized Signature

Date: _____