

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. 2013-022

Authorizing an Intergovernmental Agreement with the Multnomah County Library District.

The Multnomah County Board of Commissioners Finds:

- A. In November 2010, the voters amended the Multnomah County Charter and established a method under which the Multnomah County Board of County Commissioners may form a library district upon voter approval. (Multnomah County Home Rule Charter Chapter IX). In August 2012, the County Board referred to the voters a ballot measure to approve formation of a Multnomah County Library District. (Resolution 2012-104). The voters approved the formation of a Multnomah County Library District ("MCLD") at the November 6, 2012 general election.
- B. The Multnomah County Home Rule Charter, Chapter IX allows for the "operating property, employees and debt associated with the Multnomah County Library" to be transferred to the Library District pursuant to intergovernmental agreements. (Multnomah County Home Rule Charter, 9.20(2)).
- C. The Charter also allows the Library District to be subsidized by the County during the negotiation of the intergovernmental agreements. (Multnomah County Home Rule Charter, 9.20(2)).
- D. The voters approved a Library District permanent rate of up to \$1.24 per \$1,000 assessed value for ad valorem taxes beginning in 2013. These tax revenues will not be available to the Library District until July 2013. An intergovernmental agreement ("IGA") between Multnomah County and MCLD will provide bridge funding that will be reimbursed by MCLD. An IGA will also provide a structure for governance, internal services, and management of MCLD during a period of transition. In accordance with the Multnomah County Charter, 9.20(2), MCLD will become financially independent from the County on a date no later than eighteen months following the voters' approval.
- E. Exhibit 1 is the initial IGA between the County and MCLD. This IGA describes the terms and conditions under which MCLD will operate and the roles and responsibilities of both parties during this period of transition.

The Multnomah County Board of Commissioners Resolves:

The County Chair is authorized to enter into an IGA with MCLD that is in substantial conformance with the IGA attached hereto as Exhibit 1.

ADOPTED this 14th day of March, 2013.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Jeff Cogen, Chair

REVIEWED:

JENNY M. MORF, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Jenny M. Morf, County Attorney

SUBMITTED BY: Vailey Oehlke, Library Director.

INTERGOVERNMENTAL AGREEMENT
Contract Number [Enter Contract Number]

This is an Agreement between Multnomah County Library District (MCLD) and Multnomah County (County).

PURPOSE:

In November 2010, the voters amended the Multnomah County Charter and established a method under which the Multnomah County Board of County Commissioners may form a library district upon voter approval. (Multnomah County Home Rule Charter Chapter IX). In August 2012, the County Board referred to the voters a ballot measure to approve formation of a Multnomah County Library District ("MCLD"). (Resolution 2012-104). The voters approved the formation of MCLD at the November 6, 2012 general election.

The voters approved a MCLD permanent rate of up to \$1.24 per \$1,000 assessed value for ad valorem taxes beginning in 2013. These tax revenues will not be available to the MCLD until July 2013. An intergovernmental agreement ("IGA") between Multnomah County and MCLD will provide bridge funding that will be reimbursed by MCLD. An IGA will also provide a structure for governance, internal services and management of MCLD during a period of transition. In accordance with the Multnomah County Charter Chapter 9.20(2), MCLD will become financially independent from the County on a date no later than eighteen months following the voters' approval.

The parties now enter into this intergovernmental agreement setting forth the actions of both parties to support formation of MCLD.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from March 14, 2013 to June 30, 2014. This agreement may be renewed upon written agreement of both parties.
2. **GOVERNANCE**
 - A. The MCLD Board is the governing body and will preside over matters of District concern, and the District has the powers granted by the Multnomah County Charter, and those granted by state law to library districts and public libraries.
 - B. In accordance with the Multnomah County Charter Chapter IX, the MCLD Board will appoint the Library Director to serve as Chief Executive Officer and Budget Officer of MCLD.
3. **TRANSPARENCY/AUDIT** MCLD will schedule an annual, external audit and comply with audit requirements. The audit will be publicly available.

4. REVENUE

- A. MCLD will not receive sufficient property tax revenues in the first months of FY 14 to cover operating expenditures. County will provide sufficient financing and cash flow management during this time. The cost of this financing will be borne by MCLD and subject to all accounting and legal requirements, such as the applicable rate to be charged.
- B. County will be reimbursed for any management services via the following:
 - 1. A service reimbursement (contracted services) from a newly created MCLD fund to the County's Library Fund; or other acceptable budgeting and accounting procedure.
 - 2. The charge should be applied monthly (or by SAP accounting period) and reflect actual costs incurred by the County's Library Fund during the period.
- C. County may use its Library Fund to cover cash flow needs or otherwise subsidize Library operations.
- D. It is anticipated that all MCLD revenues will be recorded as a separate MCLD Fund to clearly account for them. Should accounting regulations or cost considerations arise, some revenues, such as activity restricted grants, may be recorded in the County's Library Fund.

5. BUDGET

- A. County, via its Library Department and Department of County Management will prepare MCLD's Budget and required audited Financial Statements for FY 14.
- B. The MCLD Board will serve as MCLD Budget Committee.
- C. The District Librarian will serve as MCLD Budget Officer.
- D. As County will be providing services to the MCLD, the detailed financial cost and staffing information will continue to be visible and reported as part of the County's Library Fund budget. However, the MCLD Board has ultimate control of what quantity and quality of services to buy.
- E. County's Library Department and Department of County Management will provide administrative support and outreach, and liaison with existing or any new citizen advisory boards, foundations, or other groups.

- 6. **GENERAL SERVICES** All County professional services currently supporting library operations will continue to be delivered to MCLD until amendment or termination of this agreement. Current services include, but may not be limited to the following:

Budget
Finance
IT

Legal Counsel
Facilities
Board Clerk
Purchasing
Fleet, Records, Electronics & Distribution
Diversity and Equity
Sustainability
Government Relations
Communications
Community Engagement
Human Resources and Labor Relations
Risk Management

7. **EMPLOYEES** All County Library employees will remain County employees until amendment or termination of this agreement.
8. **ASSETS** All County Library property, including real property, will remain County property until amendment or termination of this agreement.
9. **TERMINATION** This agreement may be terminated by either party, upon respective Board authorization. Either party must give written notice of intent to terminate the agreement at least 180 days prior to June 30 of the year in which termination is desired.
10. **INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless MCLD from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 MCLD shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of MCLD, its officers, employees and agents in the performance of this agreement.
11. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
12. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
13. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
14. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

15. **THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

MULTNOMAH COUNTY, OREGON:

County Chair or Designee: _____

Date: _____

Dept Director or Designee: _____

Date: _____

JENNY M. MORF,
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By
Assistant County Attorney _____

Date: _____

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Approved as to form
by: _____

Date: _____