

## **CONTRACT FOR LIBRARY SERVICES**

This Contract is entered into and is effective July 1, 2022, 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 services 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, 2022 and shall terminate on June 30, 2023.
2. Out of the revenue generated by the Coos County Library Service District Tax Base, the District agrees to distribute \$653,500.00 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, 2022, March 15, 2023, and June 15, 2023.
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 \$10,000.00 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 Finance Department 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 Finance Department 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. Each of the Cities is solely responsible for the management of all employee, officers, or agents ("Staff") who perform work funded in whole or in part by this Contract. The Cities acknowledge that Staff are not the officers, employees, or agents of the Coos County Library Service District, and the Cities have the sole responsibility for the actions of their Staff.

14. 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: \_\_\_\_\_