



Date: September 16, 2015

To: Board of County Commissioners

From: Erik Kropp, Deputy County Administrator *EK*

Re: MOU for Deschutes Public Library to Provide Law Library Services

Prompted by a suggestion from the Deschutes County Budget Committee, staff has explored the concept of contracting with Deschutes Public Library to provide law library services at the downtown Bend Library and branch libraries. For discussion at your September 21, 2015 Work Session, attached is a draft MOU between Deschutes County and Deschutes Public Library (DPL) detailing the proposed arrangement.

Background

In 1927, the Oregon Legislature authorized the establishment of county law libraries and provided for their funding through an allocated portion of court filing fees. In 2011, the state legislature changed the funding mechanism for county law libraries. The law library portion of filing fees was eliminated and all revenue from filing fees is now directed into the State's General Fund. The Oregon Judicial Department (OJD) then allocates funds for county law libraries based on revenues received from filing fees collected through circuit court civil actions for the county. Deschutes County will receive \$152,671 from OJD for the current fiscal year as well as next fiscal year.

Discussion

The mission of the Deschutes County Law Library is to provide access and use of legal reference materials and reference services to members of the legal community and the general public. Staffed by a 0.5 FTE, the Law Library is open 20 hours per week: Monday – Thursday, 11:00 a.m. – 4:00 p.m. Current resources include a diverse collection of legal materials, state and federal laws, court cases with an emphasis on Oregon, as well as continuing education materials for attorneys. In addition, the Law Library has a subscription to the LexisNexis legal database. The Law Library does not provide legal advice. Finally, local attorneys are allowed to access the building during off hours through key card access.

Partnering with Deschutes Public Library offers an opportunity to tap into the expertise and resources of the local library system. DPL has its main library in downtown Bend as well as five branch libraries (East Bend, Sisters, Redmond, La Pine, and Sunriver). The main branch is open 56 hours per week and branch libraries are open 37 – 39 hours per week. Under the new model, DPL will focus more on electronic resources and librarian services as opposed to printed material.

DPL will integrate law library resources and services throughout its system. Librarians throughout DPL will be trained on law library services and a Masters of Library Science (MLS) level librarian will serve as the lead staff. DPL will purchase a subscription to a legal database service for the downtown Bend Library and possibly at the branch libraries.

In addition, law library resources will complement existing resource library services and be integrated into other DPL services such as the "Book-a-Librarian" program. Through this program, patrons can schedule a time to meet with a librarian for one-on-one assistance.

The draft MOU proposes that the County will pay DPL \$150,000 per fiscal year to provide law library services throughout its system. The MOU makes it clear that the County does not intend to spend County General Funds on law library services. In the future, if the State of Oregon significantly reduces funding to county law libraries, staff from Deschutes County and DPL would discuss ways to scale back the service to fit within the allocated state funds. The MOU includes a provision for DPL and County staff to develop performance measurements. If the MOU is approved, the Deschutes County Law Library would close its doors no later than December 1, 2015.

Recommendation

Staff recommends Board approval of Document Number 2015-567, a Memorandum of Understanding between Deschutes County and Deschutes Public Library for Law Library Services.

Attachment

Document Number 2015-567, a Memorandum of Understanding Between Deschutes County and Deschutes Public Library for Law Library Services.



**MEMORANDUM OF UNDERSTANDING
BETWEEN DESCHUTES COUNTY AND DESCHUTES PUBLIC LIBRARY
FOR LAW LIBRARY SERVICES**

(Deschutes County Document Number: 2015-567)

WHEREAS, the Deschutes County Law Library (DCLL) collection is a valuable resource for the public, including litigants and attorneys; and

WHEREAS, ORS 9.815 states:

County law libraries and law library services. (1) Each county shall:

- (a) Operate a free law library at a location that is convenient and available at reasonable hours; or
 - (b) Provide free law library services at one or more locations that are convenient and available at reasonable hours.
- (2) A county governing body may enter into a contract with a law library association or other organization for the operation of the law library, or the provision of law library services, required by this section. [2011 c.224 §1; 2011 c.595 §176]; and

WHEREAS, The Deschutes Public Library (DPL) strives for residents to access the resources they need to make informed decisions about health, finance and other life choices; and

WHEREAS, moving the DCLL to DPL will increase access, maintenance and services to the public, litigants and attorneys;

NOW, THEREFORE, Agreement made this 1st day of October 2015, between Deschutes County and Deschutes Public Library, as set forth below:

A. Obligations of Deschutes Public Library

1. DPL will house the DCLL collection. Space available for the collection will be constrained by available shelving at DPL facilities. DPL will assume ownership of the DCLL collection.
2. Litigants, attorneys and the general public shall have access to all materials during normal DPL operating hours and shall have borrowing privileges according to DPL's normal rules, including rules that apply to non-circulating materials.
3. DPL staff will, as time permits, stamp the DCLL collection as property of DPL, and catalog the collection.
4. DPL will assign a Librarian with a Master of Library Science degree to serve as the Law Library lead. The Law Library lead will be a librarian qualified to assist legal research who will have primary responsibility for law library services. The obligations of this position include:
 - A. Maintaining professional relations with: the local legal community, such as the Deschutes County Bar Association, Circuit Court Administration and Legal Aid; the State Law Library; and state and national Law Library organizations.
 - B. Preparing materials, training, and advising library staff on assisting legal collection patrons.
 - C. Designing and implementing community awareness and outreach campaigns about legal materials and services available through DPL.

5. Every two years the State Court Administrator is required by ORS 192.245 to conduct an electronic survey of all county law libraries and the law library services provided by counties. DPL will respond to the survey from the State Court Administrator.
6. DPL will provide staff assistance for customers wishing to use legal materials and services.
7. By August 1st of each year, DPL will submit a report to the Deschutes County Deputy County Administrator outlining performance measures/indicators, accomplishments, and goals for the Law Library.
8. By January 31, 2016, DPL will submit to the Deschutes County Deputy County Administrator an invoice for Law Library services covering the services provided for Fiscal Year 2015-16. For subsequent fiscal years, by August 1st of each year, DPL will submit to the Deschutes County Deputy County Administrator an invoice for Law Library services covering the services provided in that fiscal year.
9. DPL has copiers available on site, which will be accessible to the public, including litigants and attorneys, for the same cost and in the same manner as all other DPL patrons.

B. Obligations of Deschutes County:

1. Deschutes County will arrange for and pay to relocate the DCLL collection, or dispose of unwanted materials, to DPL. This collection of books and legal materials will become the property of DPL.

C. Mutual Obligations and Understandings:

1. A representative or representatives of Deschutes County and DPL shall meet at least annually to discuss and resolve issues relating to concerns or other matters of interest to either party.
2. Deschutes County will pay DPL \$12,500 per month to provide Law Library services for Fiscal Year 2015-16 and FY 2016-17. For subsequent fiscal years, staff from Deschutes County and DPL will mutually agree on a monthly amount for services and submit as part of the Deschutes County and DPL budget processes. The payment from Deschutes County may be used for Law Library staffing; staff training; cataloging of materials; equipment, supplies, computers, shelving; on-line legal databases; and/or databases and printed materials. Deschutes County shall remit payment for Law Library services within one month of receiving an invoice from DPL.
3. This MOU shall continue in force from one year from the date of agreement. This MOU shall automatically renew on an annual basis, unless any party sends written notice of termination to the other party, at least 90 days before the expiration of this MOU or renewal thereof.
4. If DPL ceases from providing Law Library services on behalf of Deschutes County, the DCLL collection will return to Deschutes County unless otherwise specified by Deschutes County.
5. If any party shall be unable to perform any of its obligations under this MOU due to revenue shortfall, the parties shall meet to renegotiate their respective obligations in an attempt to avoid termination of this MOU. If such a meeting does not yield resolution, obligations under this MOU shall terminate and cease after 90 days written notice by either party.
6. Deschutes County intends to continue to use the money it receives from the Oregon Judicial Department to fund the Law Library and does not intend to spend General Fund resources on the Law Library, even if revenue from the Oregon Judicial Department for county law libraries decreases in future years.

D. Indemnity and Hold Harmless.

1. To the fullest extent authorized by law DPL shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items provided by DPL may be the subject of protection under any state or federal intellectual property law or doctrine.
2. DPL shall have control of the defense and settlement of any claim that is subject to this agreement; however, neither DPL nor any attorney engaged by DPL shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall DPL settle any claim on behalf of the County without the approval of the County's legal counsel.
3. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify DPL and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Deschutes County Board of Commissioners

Anthony DeBone, Chair

Date

Alan Unger, Vice Chair

Date

Tammy Baney, Commissioner

Date

Deschutes Public Library District

Todd Dunkelberg, Library Director

Date