

“AIDING & ABETTING: PUBLIC LIBRARY & LAW LIBRARY PARTNERSHIPS”

PRESENTED BY

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AND

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2019 OLA-WLA CONFERENCE

APRIL 18, 2019

LAW LIBRARIANS IN THE LIBRARY RESOURCES

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THESE ARE DOCUMENTS USED BY THE WASHINGTON COUNTY LAW LIBRARY, OREGON. THEY ARE INTENDED TO BE EXAMPLES; SPECIFIC CONTENTS OR NEEDS MAY VARY FOR YOUR LOCATION.

**Washington County Law Library
Proposal: Visiting Legal Reference Hours**

What:

The Washington County Law Library proposes regularly scheduled visiting hours for a law librarian at one Washington County Cooperative Library Services (WCCLS) member library in the east or south part of Washington County. This library should be one that receives significant traffic from the public (particularly in late afternoon/evening hours), serves a diverse audience, and lacks other nearby legal resources. The law librarian will assist with legal reference questions and offer legal referrals to the public, promote Law Library resources, and talk with any interested library staff about legal reference.

Ideally the law librarian will visit the selected location twice per month, for 4 – 6 hours, for example, the 2nd and 4th Tuesday from 3:00pm to 7:00pm.

Timeline:

We would like to pilot this in the spring of 2018, preferably March. The exact start date will depend on the needs and prior commitments of the WCCLS member library and the Law Library. The pilot period should cover sufficient time to allow for evaluation, at least six months.

Requirements:

Space and equipment: We need visible space for a stand-alone table or desk with room for a laptop and patron interaction and wireless internet access. We may also need space for a small rolling-cart with select legal materials, provided by us but stored in the member library.

Marketing: We will need to coordinate marketing with WCCLS and the WCCLS member library, especially for local marketing targeted to the selected library's patron base.

Evaluation:

We have initiated talks with other libraries that have implemented similar programs and will develop outcome based criteria for evaluating our own program. A range of criteria will be considered, but usage, awareness, and demand will be obvious aspects in rating the program's success, avenues for improvement, or potential discontinuation.

Expansion options: If successful we may look at adding visiting hours at another location.

Supporting Examples:

Other public law libraries have successfully instituted similar programs, including in San Diego, Minnesota, and Los Angeles. We have contacted some of them to find out more details. For example we have received a sample Memorandum of Understanding from San Diego, and a flyer from a program in Minnesota. We will compile all responses to share and to use in designing and evaluating our program.

INTERGOVERNMENTAL AGREEMENT
WASHINGTON COUNTY LAW LIBRARY TIGARD LIBRARY SERVICES

This intergovernmental agreement (Agreement) is entered into by and between Washington County, a political subdivision of the State of Oregon (County), and the City of Tigard, a municipal corporation (City), jointly referred to as the Parties.

Recitals

1. The Washington County Law Library (Law Library) provides legal research assistance to residents of Washington County. Located in Hillsboro, the Law Library desires to increase its accessibility by providing limited services at the Tigard Public Library (Tigard Library).
2. The Tigard Library desires to host the Law Library to expand research services for its patrons.

Agreement

Now therefore, the Parties agree as follows:

- A. Law Library Services. The Law Library will:
 1. Send one law librarian to the Tigard Library on days and times as mutually agreed to by the Parties and set forth in Attachment A, incorporated by reference into this Agreement.
 2. Provide legal reference assistance, track statistics, provide information about the Law Library to patrons or Tigard Library staff, and provide appropriate referrals to legal aid, legal service providers, or other resources.
 3. Provide legal reference training to Tigard Library staff.
 4. Coordinate with Tigard Library on developing promotional activities and materials.
- B. Tigard Library Services. The Tigard Library will:
 1. Provide adequate space, as determined by the Tigard Library, to host the law librarian.
 2. Provide adequate space, as determined by the Tigard Library, to store Law Library materials to be used for legal reference visits.
 3. Coordinate with the Law Library on developing promotional activities and materials.
- C. Compensation. The Parties agree to be responsible for all of their own costs incurred as part of this Agreement and will not seek reimbursement from the other Party.
- D. Term of Agreement. This Agreement is effective January 1, 2019 and will continue until January 1, 2020, unless otherwise amended or terminated.
- E. Dispute Resolution. The Parties will attempt to informally resolve any dispute concerning any Party's performance or decisions under this Agreement, or regarding the terms, conditions or

meaning of this Agreement. The Parties agree that in the event of an impasse in the resolution of any dispute, the issue will be submitted to the County Administrative Office and the City Manager for recommendation or resolution. If resolution cannot be reached, a neutral third party may be used if the Parties agree to facilitate these negotiations.

- F. Modification of Agreement. No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both Parties. Notwithstanding, the specific terms of performance set forth in Attachment A, including the number of hours Law Library will provide services at Tigard Library and on what schedule, may be amended by mutual agreement of the Law Librarian and Tigard Library Director without needing additional approval.
- G. Termination. This Agreement may be terminated, with or without cause and at any time, by a Party providing 30 days' written notice of intent to the other Party.
- H. Indemnification. This Agreement is for the benefit of the Parties only. Each Party agrees to indemnify and hold harmless the other Party, and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omissions of services or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees and agents. To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). In addition, each Party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of the Parties under this Agreement.
- I. Independent Contractor. Each Party is an independent contractor with regard to the other Party and agrees that the performing party has no control over the work and the manner in which it is performed. No Party is an agent or employee of any other.
- J. Insurance. Each Party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.
- K. Compliance with Law. Each Party agrees to comply with all applicable local, state, and federal ordinances, statutes, laws, and regulations.

[Signature Page to Follow]

AIDING & ABETTING: PUBLIC LIBRARY & LAW LIBRARY PARTNERSHIPS
LAW LIBRARIANS IN THE LIBRARY

CITY OF TIGARD	WASHINGTON COUNTY
Signed: _____	Signed: _____
Name: _____	Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

Attachment A

Visits to be on one Thursday each month, from 3pm to 7pm.

SAMPLE

CHECKLIST OF THINGS TO TAKE:

- Table sign / Hanging sign
- Laptop
- Books
 - Oregon Law & Practice - Forms (duplicate copy)
- Topical Bookmarks
- Law Library Brochure
- Pocket Constitutions
- Business Cards
 - Law Library
 - Legal Aid
 - Oregon State Bar Lawyer Referral
- Name Badge
- Informational Packets
 - Landlord/tenant (English & Spanish)
 - Family Law (English & Spanish)
 - Unpaid consumer bills (English & Spanish)
 - How to Prepare for your Civil Trial
- Snack
- Water
- Hand Sanitizer

ONLINE RESOURCES LIST:

- HeinOnline
- Fastcase
- Lexis Advance
- Laserfiche
- oregonlawhelp.org
- oregonlaws.org
- OregonLegalResearch.com
- Oregon Judicial Department Online Records
- Google Scholar
- Washington County Cooperative Library Services catalog
 - LegalTrac
- Multnomah Public Library
 - Legal Forms Library
 - LegalTrac
- Law Library catalog
- RECAP / CourtListener

OTHER PROGRAMS REFERENCED

San Diego Law Library: <https://sandiegolawlibrary.org/new-beginnings-new-partnerships-new-locations/>

Minnesota State Law Library: <https://mn.gov/law-library/services/public-library-visits.jsp>

Los Angeles Law Library: <http://www.lalawlibrary.org/index.php/about-us/locations/branches-partner-locations.html>

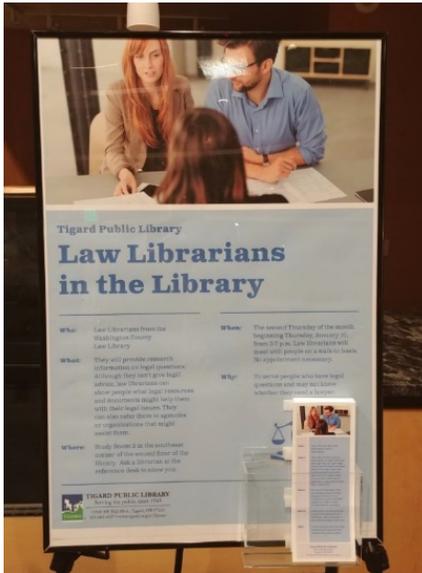
PHOTOGRAPHS



TIGARD LIBRARY ROOM



BEAVERTON LIBRARY NOOK



TIGARD POSTER



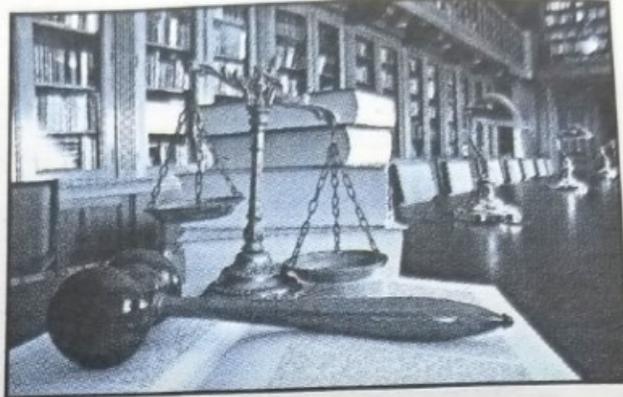
CRATE FOR HANDOUTS

Tigard Library

For complete library program listings
visit www.tigard-or.gov/library

Law Librarians in the Tigard Library

Do you have a legal question, but can't find the answer and wonder if you need a lawyer? Want to find out about wills and estates? Or learn about what your landlord can and cannot do? If you're a landlord, how can you respond to an unruly tenant?



On the second Thursday of each month from 3-7 p.m., the library will host Law Librarians in the Library. Librarians from the Washington County Law Library will visit the library to help people find the answers to their legal questions.

Although they cannot offer legal advice, law librarians can show people what legal resources and documents might help them with their legal issues and refer them to agencies or organizations that might assist them. Tigard Library staff are also prohibited from interpreting legal materials or providing legal advice.

The law librarians will meet with people on a walk-in basis on the second floor. No appointment necessary. Ask a librarian about the specific location.



MEMBER OF
Washington County
Cooperative Library Services

Law Librarians in Beaverton and Tigard Libraries

[theskanner.com/news/newsbriefs/28134-law-librarians-in-beaverton-and-tigard-libraries](https://www.theskanner.com/news/newsbriefs/28134-law-librarians-in-beaverton-and-tigard-libraries)



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Do you have a legal question, but can't find the answer and wonder if you need a lawyer? Want to learn more about your constitutional right to remain silent? Curious about your rights as a tenant or landlord, or wonder what "case law" is and how to find it? A new opportunity provided by the Washington County Law Library can help.

In an effort to make law library services more widely available, a law librarian is now on duty to provide assistance on a walk-in basis at both the Beaverton City Main Library and Tigard Public Library, once each month. The law librarian can help find legal resources and documents, as well as assist in using online legal research tools unique to the Law Library. Although they cannot offer legal advice, law librarians can refer people to agencies or organizations that might be able to provide some assistance.

Regularly scheduled hours are as follows:

Tigard Public Library: second Thursday of the month, 3 p.m. to 7 p.m. Beaverton City Main Library: fourth Tuesday of the month, 3 p.m. to 7 p.m.

For access to legal information resources or legal research assistance at all other times, the Washington County Law Library is located in downtown Hillsboro at 111 NE Lincoln Street, Suite 250-L. It is open to the public Monday through Friday, 8 a.m. to 5 p.m. and can also be contacted at 503-846-8880.