

Phone (541) 276-6449

Umatilla Special Library District Board

Regular Meeting of the Board of Directors Thursday, November 18, 2021, 5:30pm UCSLD Office at 425 South Main Street, Pendleton, OR & Zoom Meeting: https://us02web.zoom.us/j/89786954835?pwd=K3U2bWcrZ2tiK2kzTnpBQTV2NkJrdz09

Meeting ID: 897 8695 4835 Passcode: 909314 Audio Only: +1 971 247 1195 US (Portland)

Agenda	
Call to order-	President
Regular Meeting	
Call the Roll & Establish Quorum	Secretary to the Board
Approval of the Agenda	President

Торіс	Lead	Purpose Outcome			
Public Comment - Limited to Two Minutes Per Person	President				
Limited to 30 Minutes Total	Limited to 30 Minutes Total Please sign up				
Anyone may come forward at this time. Comment on any topic not on Agenda Public comment will be invited on Agenda items at time of consideration. Only those who sign up will be heard at that time. Only Board directed general discussion permitted					
Minutes –	President	Approval			
Board Meeting - October 28, 2021					
ALSR Work Session - October 26, 2021					
Calendar Update	Director	No changes			
Correspondence	Director				
Reports	Director				
 Financial Statements Accountants' Report – October 2021 Banks & Pool Balances 		Acceptance			

Торіс	Lead	Purpose Outcome
Staff Monthly Reports		Information
Board Training	Everyone	Policy Review check-in
Old Business		
City-District Agreements	Director	Review & Approval
New Business		
 Honda Fit 2008 Declared Surplus 	Director	Information
City Library Statistical Reports	Director	Formal Acceptance of the submission of city library State Library of Oregon Statistical Reports
Good of the order	Everyone	
Next District Board Meeting - December 16, 2021	President	Information
Adjourn	President	Motion

Sign language interpretation will be provided for the public if requested 48 hours before the meeting; notice 72 hours before the meeting is preferred. Requests may be made to Erin McCusker at 541-276-6449.



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Umatilla County Special Library District - Work Session by Zoom Only Tuesday, October 26, 2021 - 5:30 - 8:00 PM

Minutes

ATTENDANCE BOARD: Caty Clifton Jubilee Barron Sharone McCann

John Thomas, Vice President Nick Nash, President

ATTENDANCE STAFF: Erin McCusker, District Director

ATTENDANCE - VISITORS:

- Kathleen Schmidtgall
- Stephanie Partida
- Annette Kubishta
- Jennifer Costley

CALL TO ORDER:

Board Vice President Nick Nash called the Work Session to order at 5:32 pm.

CALL THE ROLL & ESTABLISH QUORUM:

There were five Board of Directors present for the work session. The work session was for information only; no decisions were made.

INTRODUCTIONS:

Each library director was introduced to the Board as they began their report.

REVIEW OF THE FY2020-21 LIBRARY SERVICE PLANS:

Annual Library Service Plan Reports were presented by:

- 5:35 PM Kathleen Schmidtgall, Director, Weston Public Library
- 6:15 PM Stephanie Partida, Director, Adams Public Library
- 6:55 PM Annette Kubishta, Director, Helix Public Library
- 7:30 PM Jennifer Costley, Director, Pendleton Public Library

ADJOURN:

The final ALSR reports will be accepted at the regular Board Meeting on Thursday, October 28, 2021.

The meeting was closed at 8:01 PM by President, Nick Nash.

Respectfully submitted by Erin McCusker



PO Box 1689 425 S Main Street Pendleton, OR 97801

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Minutes Board of Directors Meeting October 28, 2021, at 5:30 pm District Office (425 S. Main St., Pendleton Oregon) & via Zoom

ATTENDANCE BOARD Jubilee Barron (via Zoom) Caty Clifton Sharone McCann (via Zoom) Nick Nash, President John Thomas, Vice President

ATTENDANCE STAFF Erin McCusker, District Director Dea Nowell, Technical Services Manager (via Zoom)

ATTENDANCE - VISITORS Cecili Longhorn, Stanfield PL Director (via Zoom)

CALL TO ORDER Board President Nick Nash called the Board Meeting to order at 5:33 pm.

CALL THE ROLL & ESTABLISH QUORUM Erin McCusker called the roll and stated Jubilee Barron & Sharone McCann were present on Zoom; Caty Clifton, John Thomas, and Nick Nash were present in the office and thus there was a quorum with all Board members were present.

APPROVAL OF THE AGENDA Erin McCusker stated there were no changes to the agenda.

ANNUAL LIBRARY SERVICE PLAN REVIEW PRESENTATION Cecili Longhorn, Stanfield Public Library Director, presented their Annual Library Service Plan Report to the Board.

PUBLIC COMMENT None.

MINUTES Board Meeting: September 23, 2021, and ALSR Work Sessions: September 21, 2021 and October 7, 2021 –

Caty Clifton moved to accept all three sets of minutes as presented. Sharone McCann moved seconded the motion. The motion passed with all approving, with John Thomas abstaining from voting on the September 23, 2021 minutes as he was not present for that meeting.

CALENDAR UPDATE No changes.

CORRESPONDENCE

Erin McCusker stated that in her visit with Darci Hanning, State Library of Oregon, she mentioned the upcoming In-Service theme being "Making a Difference in the Community's Health" and Darci shared that the Institute of Museum and Library Services (IMLS) had just released a report studying the connection between museums, libraries, and community wellbeing. Erin sent this report out to the libraries yesterday along with the registration link and the agenda. Erin noted that PERS is doing a cleanup process of records correcting IAP records reported between 2004 and 2014, so we may see something come out of that. She also noted that SDAO sent out the liability insurance update.

REPORTS

FINANCIAL STATEMENTS - September 2021

Erin McCusker commented on a couple of areas of the financial statement such as rent. Erin also noted that the auditor sent a note stating it was noticed that the bank reconciliations were in the Board packets and suggested removing those from the website. The bank reconciliations and general ledger will continue to be posted on the Board's SharePoint site, and the Board packets have had that information removed from them. A comment was made by the Board that they were glad to hear the auditor was on it.

Erin commented on the auditor's report here, stating that the auditor asked if we got any other bids on vehicle purchasing. Erin stated we had looked around at various dealerships, however, there were not any other options. There was the desire to stay local due to maintenance, etc., and this was the vehicle we wanted and didn't want a different vehicle. Erin sent the auditor the paperwork she had pulled together when searching. John Thomas pointed out the possible loss of staff time and vehicle use if needed to transport a vehicle out of the area for maintenance. Erin noted that this is a good reminder to capture all paperwork and checking for additional bids in future. Erin thinks the auditor is about done with the audit. Erin, Nick Nash, and Dea Nowell have all been sent paperwork about potential fraud, which is a normal scenario (2 staff and a Board member).

John Thomas moved to accept the financial statements for September 2021 pending audit. Caty Clifton seconded the motion. The motion passed unanimously.

STAFF MONTHLY REPORTS

Erin McCusker brought forward each staff member's report and shared a bit. Monica Hoffman is busier than normal as things are in full swing. Erin asked her to include comments received with registrations. The Board said thanks, they loved it. Erin commented that Monica loves the new vehicle, and it is the perfect vehicle as she has space to do what she needs to in it. Erin also commented that the logo has been added to the van and it looks sharp. John Thomas noted the request for soft books for infants and asked if Monica was able to accommodate it. Erin responded that she was sure she is. Erin noted that Dea Nowell's report is always full of detail and that she has just set up virtual site visits with the libraries for next month. Erin noted there is soon to be another change in the library director at Ukiah, as the director is moving to another position in the school, and they have advertised for the library director position for which they have had 3-4 applications already. Nick Nash said thanks to both Erin and Dea, as he knows when there is a switch of library directors it takes a lot of extra work on each's part. Erin noted that the 2008 Honda Fit has been to Zeigler's and that the logo has been removed. She needs to talk with the County about how they do their surplusage and that we will need to have it declared surplus (probably next month). Erin also noted that the 2010 Honda Fit's battery went out and now has a new one, and that the TakeOff! signage has been removed and the logo put on it for it is now the courier car. Erin noted that for the Safety & Staff meeting this month we watched a cultural diversity training. Erin is a part of the Libraries of Eastern Oregon (LEO) EDI cohort. There are several cohorts around the state working through this topic, and the one in this region had their first meeting and it was excellent – there are 5 people from UCSLD taking part in this training. Erin noted that the best practices paperwork was submitted to SDAO, and we received the 10% discount. She also noted the CE committee's planning is done for In-Service. There will be 2 keynote speakers (one in the morning – Dr. Noah Lenstra, Assistant Professor of Library and Information Science at University of NC and author of *Healthy Living at the Library*, and one in the afternoon – Jill Boyd of GOBHI), as well as presentations on healthy programs, professional development presentations, and movement. The invitation/registration link has been sent to the Board's email inboxes. Erin noted that her most recent EO article should come out this weekend if there is space, however she noted that she was contacted by the Community Editor about moving from a monthly column to a once a month spot in the weekly GO magazine since there is some much going on in the libraries.

BOARD TRAINING

No Board training this month.

OLD BUSINESS

CITY-DISTRICT AGREEMENTS

Erin McCusker noted that Dea Nowell had gone through the Agreements and suggested a few minor editorial corrections. It was clarified that the yellow highlights were the updated sections. There was some discussion on Appendix A with some minor editorial corrections and about the need to possibly phase in substantial changes in fundings and how to word so it was without reservations. Appendix B is the State law verbatim and in the Agreement it states the libraries must be public libraries according to State law. Appendix C has been redone with some color added and wording clarifications. Erin will update the Agreements and Appendices accordingly and post on the Board's SharePoint site and bring a final packet next month for approval. A question of clarification on when these need to be approved by and notices sent to the cities was brought forward. The notices need to be sent out in December; Erin responded.

AUDIT REPORT

[The audit report update was given by Erin McCusker in the Financial Report section earlier in the meeting since a comment had come in from the auditor regarding financial reports.]

COMMUNITY NEEDS ASSESSMENT

Erin McCusker stated that she does not have anything new to report on this process, just that it is continuing to be planned.

ANNUAL LIBRARY SERVICE PLAN REVIEW

Erin McCusker commented that the reports had been received from all the libraries and now we need to formally accept the reports, as we are moving to a more formal process with the next Agreement. There was some discussion that followed. It was noted that not everyone answered all the questions and wondered if a different approach to getting the answers to the questions might help that portion, in addition to giving a presentation. It was noted that these are utilized in trying to explain how the taxpayers' money is being spent and also intended to be part of a planning process for the libraries. John Thomas moved to accept the 2021 ALSP reports as presented and received. Sharone McCann seconded the motion. The motion passed unanimously.

NEW BUSINESS

SLO STATISTICAL REPORT

The State Library of Oregon statistical report has been submitted and is in a new format this year (it can be found beginning on page 55 of the packet). The Sage and Library2Go statistics for the libraries are submitted separately to the State Library and so not included in the reports we receive from the libraries. Erin has asked Ross Fuqua at the State Library to send us those reports and we can pull them out for each of the libraries since we do track that information. Erin noted that we are beginning to receive these reports from the libraries.

BEST PRACTICES REPORT

Erin McCusker included the report submitted to SDAO in the Board packet.

CITY BUDGETS

Erin McCusker stated that all the city budgets had been received as of this afternoon and are posted in the Board's SharePoint site in a new folder called LibrarySubmissions with subfolder FY21-22Budgets. Caty Clifton moved to accept the city budgets and continue sending checks out to the libraries. John Thomas seconded the motion. The motion passed unanimously.

NEXT DISTRICT BOARD MEETING

The next Board Meeting will be a week earlier than normal, on November 18, 2021, at 5:30 pm in person at the District Office and via Zoom connection. Erin McCusker noted that we may not have financials at that meeting. Erin also noted that the District In-Service will be on November 5, 2021, and that there is a link to registration in the Board Member's email.

GOOD OF THE ORDER

Several commented, thanks for everything everyone.

ADJOURN

John Thomas moved to adjourn the meeting. Jubilee Barron seconded the motion. The motion passed unanimously. The meeting was adjourned at 7:24 pm by Board President Nick Nash.

Respectfully submitted by Dea Nowell



Date:	November 10, 2021
Staff Name:	Monica Hoffman
Time Period Report Covers:	October 2021

1. Position Purpose Statement:

The Program Manager creates and implements outreach services to childcare, preschool and public library sites throughout the county, fostering a love of reading and promoting kindergarten readiness through the development of early literacy skills targeting children ages birth to six.

2. Statistics:

Attendances at Library Storytime's are kept separately as Take Off! does not count those numbers for the statistical report, to not count attendance the libraries have counted.

Book Box Statistics	Boxes	Books
To Sites with Storytime	44	836
To Sites without Storytime	61	1159
Total	102	1995
Storytime Statistics	Library Storytimes	Childcare Storytimes
Storytimes Provided	2 scheduled	31
Adults in Attendance	0	82
Children in Attendance	0	272
Total Attendance	0	354

3. Meetings and Site Visits-represented above:

Monday October 4, 2021

10am Oregon Child Development Center Milton-Freewater

1pm Storytime at Adams Library no attendees, brainstormed with Stephanie discussing alternate times that may suit parents better to encourage future attendance.

Wednesday October 6, 2021

10:45am Storytime at Umatilla Morrow County Head Start Child Development Center Ruby's class Hermiston

11:15am Storytime at Umatilla Morrow County Head Start Child Development Center Katy's class Hermiston

Monday October 11, 2021

11am Cornerstone office of Intermountain Education Service District Hermiston

11:30am Storytime at Umatilla Morrow County Head Start Rocky Heights Hermiston

Tuesday October 12, 2021

9:15am Storytime at ABC Children's Ministries Preschool class 1 Athena

9:45am Storytime at ABC Children's Ministries Preschool class 2 Athena

10:30am Helix Library Storytime- No attendees

Wednesday October 13, 2021

9am Storytime at Intermountain Education Service District Punkin Center Crystal's class Hermiston 9:30am Storytime at Intermountain Education Service District Punkin Avery's class Hermiston 10am Storytime at Intermountain Education Service District Punkin Becka's class Hermiston 10:30am Storytime at Intermountain Education Service District Punkin Marisol's class Hermiston *Monday October 18, 2021* 9am Storytime at Umatilla Morrow County Head Start P-Wees Pendleton

9:30am Intermountain Education Service District Stillman Center Hannah's class Pendleton

11:30am Storytime at Umatilla Morrow County Head Start Olivia's class Pilot Rock

Tuesday October 19, 2021

9:30am Playtime Education in-home preschool Pendleton

9:45am Storytime at Jen's in-home childcare Pendleton

10:30am Storytime at Pioneer Relief Nursery Pendleton

Wednesday October 20, 2021

10am Storytime at Mindy's in-home childcare Pendleton

10:30am Elsie in-home childcare Pendleton

11am Lil Angels Preschool and Childcare Pendleton

12:45pm Umatilla Morrow County Head Start at Pendleton Early Learning Center Jake's class Pendleton *Friday October 22, 2021*

9am Oregon Child Development Center Hermiston

10am Misty's in-home childcare Hermiston

10:15am Tia's in-home childcare Hermiston

10:30am Storytime at Good Shepherd toddler class Hermiston

11am Storytime at Good Shepherd preschool class Hermiston

Monday October 25, 2021

9am Storytime at Intermountain Education Service District Early Learning Center Corrine am class Pendleton

10am Storytime at Room to Bloom Preschool and childcare toddler class Pendleton

10am Storytime at Room to Bloom Preschool and childcare preschool class Pendleton

1pm Storytime at Intermountain Education Service District Early Learning Center Corrine pm class Pendleton

Tuesday October 26, 2021

9:15am Storytime at Intermountain Education Service District Deb's class McNary

10:15am Storytime at Umatilla Morrow County Head Start Favi's class Umatilla

10:45am Storytime at Umatilla Morrow County Head Start Ashley's class Umatilla

12:15pm Bethlehem Lutheran Preschool Hermiston

12:45pm Storytime at Umatilla Morrow County Head Start Crystal's class Umatilla Wednesday October 27, 2021

9:30am Storytime at Lily's Kids in home preschool Milton Freewater

10am Storytime at Lil Ardo's in home preschool Milton Freewater

10:30am Oregon Child Development Center Milton Freewater

Thursday October 28, 2021

9:15am Storytime at Intermountain Education Service District Freewater Sherry's am class Milton Freewater

9:45am Storytime at Walla Walla YMCA at Freewater Kim's class Milton Freewater 10:55am Storytime at Umatilla Morrow County Head Start Kallen's class Milton Freewater

11:20am Storytime at Umatilla Morrow County Head Start Mary's class Milton Freewater

12:30pm Storytime at Intermountain Education Service District Freewater Sherry's pm class Milton Freewater

1:15pm Storytime at Umatilla Morrow County Head Start Linda's class Milton Freewater

4. Projects and Progress

- Collection development/box revisions- ongoing
- Continually adding books to *Handy Library Manager*

5. Accomplishments

• Distributed 447 gift books to children of Umatilla County.

- Storytimes resumed!
- 6. Upcoming Events Activities
 - More Storytimes!

Many sites I serve cannot allow photos to be shared so most of the photos included in these reports come from one site that has given permission. The "magic handshake" that prior to Covid was part of every Storytime is now something that sites can borrow. The second photo shows Addi enjoying a book from the "My Mouth" book box.







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Monthly Report

Date:	November 18, 2021, Board Meeting
Staff Name:	Dea Nowell
Time Period Report Covers:	October 2021

1. Position Purpose Statement

The purpose of this position is to support the UCSLD member libraries' abilities to provide services and participate in consortia activities through cataloging (maintaining the integrity of the bibliographic database and authority control) and technical support. Additionally, this position also administratively & technologically supports the UCSLD Board of Directors and staff.

2. Statistics

cataloging statistics:

	* Item	* <u>Item</u>	* <u>Item</u>	Temporary	*** Sage	*** <u>Sage</u>	*** <u>Sage</u>	*** Sage
	additions	deletions	corrections	bibs	bib	bib	bib	bib
	to Sage	from Sage	<u>in Sage</u>	<u>upgraded</u>	<u>fixes</u>	<u>merges</u>	<u>deletes</u>	<u>overlays</u>
Oct. 2021	350	223	64	10	171	18	0	7
* for the most part all libraries in District: except Hermiston, Milton-Freewater, Pendleton, & Umatilla [though I do add a few bibs to Sage for Umatilla, counted in here, but not items]								
*** looking strictly at bibliographic records, not necessarily all are related to District libraries' holdings					oldinas			

<u>reports run:</u>

reports run.					
regular monthly:	item stats: all 12 pub. lib.	OCLC CatExpress stats (added &	circulation related: Adams PL - 1 Echo PL - 6, Pilot Rock PL - 1, Stanfield PL - 8, Milton-Freewater - 3		pre-cataloged items: Milton-Freewater PL- 1
		deleted)			in process items: Milton-Freewater PL- 1
additionally:	Ukiah PL – 7 re there (circ, ho			temp bibs	missed put into bucket
		n-Freewater PL - 3 weeding reports: Readers, Juvenile DVDs, Juvenile Fic.			- 2 weeding reports: fiction & Adult Fiction

3. Meetings and Site Visits

- Sage Cataloging Mentor meetings [via GoToMeeting]: 1 (10/27)
- Sage Cataloging Committee meeting(s) [via GoToMeeting]: 1 (10/4)
- [listened to recording of Sept. Sage User Council meeting (10/12)]
- UCSLD Board meetings [generally via Zoom]: 1 (10/28)
- Staff/Safety meetings [generally via MS Teams]: 1 (10/20)
- webinars/trainings attended [virtual]: 9
 - PERS Expo 4 (10/5-6)
 - Equinox EDU: Spotlight on Evergreen 3.6 [Feb. 2021 recording] (10/13)
 - Ryan Dowd webinar: Q & A with Ryan, part 3 (10/14)
 - SafePersonnel: Cultural Diversity (10/14)
 - o SDAO [cybersecurity] webinar: Incident Response Preparedness [April 2021 recording] (10/18)

SDAO [cybersecurity] webinar: Data Management & Security (10/19)

meet weekly, Monday mornings, with Erin [via MS Teams]: 3 (10/4, 10/18, 10/25) visits to/with District Libraries:

- all 12 libraries 1 [email]
 - email re. virtual site visit scheduling asking dates/times in Nov. that work for library
- Adams PL 4 [phone, email]
 - call re. email about weeding reports & emailed reports out
 - email reply to response about site visit scheduling dates/times
 - emailed Zoom link for site visit schedule
- Athena PL 2 [email, phone]
 - emailed Zoom link for site visit schedule
 - call barcode check on 2 items
- Echo PL 2 [email]
 - email reply to response about site visit scheduling dates/times
 - emailed Zoom link for site visit schedule
- Helix PL 4 [phone, email]
 - call to verify pagination of an item
 - email reminder about site visit scheduling request
 - email reply to response about site visit scheduling dates/times
 - emailed cataloger Zoom link for site visit schedule
- Hermiston PL 2 [email]
 - email reply to response about site visit scheduling dates/times
 - emailed Zoom link for site visit schedule
- Milton-Freewater PL 8 [email, phone]
 - email reply to dir. re. ? about cataloging 2 new laptops rec'd for use in library only (2)
 - email reply to director responding to weeding lists request (2)
 - email cataloger reply to email about cataloging the new laptops (2)
 - call cataloger follow-up on email exchange re. laptop bib & item rec + cat. while out...
 - email cataloger re. another follow-up on the laptops question
- Pendleton PL 3 [email]
 - email reply to response about site visit scheduling dates/times (2)
 - emailed catalogers Zoom link for site visit schedule
- Pilot Rock PL 4 [email] (fwd. emails)
 - fwd. 9 Sage-Lib emails
 - email re. email asking for info. and need to order item barcodes
 - email reminder about site visit scheduling request
 - email reply to response about site visit scheduling dates/times
 - emailed Zoom link for site visit schedule
- Stanfield PL 6 [phone, email]
 - call re. barcode for an item, and ISBN for an item
 - email reply to response about site visit scheduling dates/times need add. info. (2)
 - call to check on dates/time for scheduling site visit, not responded to need add. info.
 - emailed Zoom link for site visit schedule
 - called Cecili, to assist getting into the correct meeting for ALSP review at Bd. mtg.
- Ukiah Lib. 4 [email]
 - mail reply to response about site visit scheduling dates/times (3)
 - emailed Zoom link for site visit schedule
- Umatilla PL 2 [email]
 - email reply to ? about item for cataloging
 - emailed Zoom link for site visit schedule
- Weston PL 4 [email, phone]
 - email reply to catalog ? re. circulating 4 bks. came in a sleeve together or separately
 - email reply to response about site visit scheduling dates/times
 - emailed Zoom link for site visit schedule
 - call re. barcode for an item

- Beth Ross [Sage Library System Systems Administrator] 2 [email]
 - email re. CatExpress subscription year renewal numbers
 - email heads-up re. Ukiah library director change, as Beth needs to also do system trng.
- Other: email reply to Kristie Shasteen (auditor) responding to request for communicating with an employee regarding risk of fraud
- 4. Projects and Progress
 - cataloging for UCSLD libraries ongoing [however, was up to date w/ at end of Oct.]
- 5. Accomplishments
 - Reviewed all Sept. new bibs for cataloging mentees, whereas in previous months not the case (June's 0%, July's ~37%, August's ~43%) & did quite a bit of necessary clean-up and/or communicating regarding.
 - website work:
 - Board packets, agendas, & minutes posted
 - 4 policies posted and 1 older, superseded policy removed from website
 - removed the 2 September is Library Card Sign-Up Month banners
 - posted Flyer/Agenda for In-Service
 - calendar: added In-Service
 - Sage Cataloging Mentor:
 - responded to 2 emails from a new cataloger in Sage Library System: looking for some guidance on getting on appropriate lists for Sage (responded with a welcome and introduced the Sage Cataloging Mentors) and with some questions regarding resources
 - emailed Beth Ross asking about new cataloger's cataloging permission level (3)
 - shared a link to a webinar on an upcoming version of Evergreen (catalog) software and new staff client interface with mentors (had been an item of discussion at recent mtg.)
 - emailed Beth report of audience fixed field dropdown list no longer showing added info.
 - joined in an email conversation w/ mentors re. coding of Playaway in Form fixed field
 - reviewed September new bibs created and/or imported by cataloging mentees
 - emailed Beth re. bibs created by a specific library & wanting assistance cleaning up (3)
 - called a new mentor & asked if would like to assist w/ some cleanup of bibs created by a library... (figured would be some good experience for her) & responded to an email from
 - emailed another mentor who pulls lists of bibs missing 999 fields and requested an updated list (3) & said thanks
 - emailed a library (well overdue) that I'm assigned to mentor regarding what I'd been finding in the new bib reviews... (2)
 - did some clean up of above library's older records, beyond ones asked them to clean up
 - spoke with Beth Ross re. another library's cataloging permission level and clean up
 - some clean up of above library's records (should not be able to import bibs...)
 - \cdot emailed cataloging mentors follow up info. on a comment I made during meeting

Feedback received:

- 10/7/21 rec'd email from Kathleen Schmidtgall (Weston PL director) following returning a batch of items added to catalog (including one with a question about circulating together or separately): "Thank you Dea. I appreciate what you do!"
- 10/11/21 rec'd email response from Annette Kubishta (Helix PL director) after I shared some thoughts about call number changes for some items she was confused about (juvenile items that teach math skills and are currently in fiction) - I commented that they were

fiction items with math concepts/skills in them and that they could be classified wherever/however best fit into their collection, as well as that I've found that a practical application slipped in sometimes works best with children as opposed to them always being 'taught': "I like that insight! I will keep them as fiction and hope they learn some math skills in the process. O"

- 10/11/21 rec'd email from Lili Schmidt (Milton-Freewater PL director) after I'd sent her pathway to the reports I've been using for weeding and the report output she was looking for: "You are the BEST!! THAK YOU SO MUCH!!"
- Private Chat from Lisa Hauner (OTLD cataloger & new cataloging mentor) during 10/27/21 Sage Cataloging Mentor meeting: "Thank you so much for my assignment :) I am learning so much!! ... So Thank you so much for letting me do these!" I responded, "Thank you for your assistance on these. I thought it might be good training ground for you..." Lisa responded: "You thought perfectly :) and you are so very welcome!" ~ and~ 10/28/21 via email: "Thanks again for a golden learning opportunity – not even close to what I was expecting, so a very pleasant surprise!"
- 6. Upcoming Events Activities
 - In-Service 11/5
 - virtual site visits with 10 of the 12 libraries in Nov. between In-Service & Thanksgiving (will visit with Ukiah's new director sometime after hired, & w/Milton-Freewater's cataloger following their return)
 - Sage User Council meeting 11/16
 - Staff/Safety meeting 11/17
 - UCSLD Board meeting 11/18
 - holiday 11/11, 11/25, 11/26



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Monthly District Director Report

Date: November 18, 2021 Board Meeting	
Staff Name:	Erin McCusker
Time Period Report Covers:	October 20 – November 10, 2021

1. Position Purpose Statement

The mission of this position is to manage the operations of the UCSLD and support and strengthen the development of excellent library services in Umatilla County by working in partnership with the independent libraries.

2. Meetings and Site Visits

Date	Meeting/ Site Visits/ Activity	Method	What happened
10/25/2021	Weekly Check-in Meeting with Dea	Teams	Check in on what's happening and what's coming up
10/25/2021	Meeting about Umatilla County Dolly Parton Imagination Library	Zoom	Meeting with Pam Hunsaker of DPIL and Blue Mountain United Way Directors concerning United Way taking this project on in Umatilla County
10/25/2021	Meeting with Stephanie Chase, Executive Director of LEO	In-person	Review of EDI planning, sharing of information from her trip.
10/25/2021	In-service agenda	Email	Information out to the libraries
10/26/2021	ALSP Review Meeting	Zoom	Final meeting
10/27/2021	Article into the <i>East</i> Oregonian		Reporting & Training for Library staff
10/27/2021	Meeting with Darci Hanning	Zoom	Meeting with SLO consultant
10/27/2021	Completion of the State Library of Oregon Statistical Report	Online	
10/28/2021	UCSLD October Board Meeting	In-person and Zoom	

Date	Meeting/ Site Visits/ Activity	Method	What happened
11/1/2021	Weekly Check-in Meeting with Dea	Teams	General check in
11/1/2021	SDAO Training	Webinar	Regulation of Public Property during a Rise of Homelessness
11/1/2021	Slack Demo	Zoom	Demo of use of the online learning site Slack, being used for the EDI training
11/5/2021	UCSLD All-Staff In- Service	Zoom	Making a Difference in the Health of the Community
11/8/2021	Weekly Check-in Meeting with Dea	Teams	Check in on what's happening and what's coming up

3. Projects and Progress

Project	Status	% Complete
Policy Review	Board by-laws and powers & duties completed. Also, Privacy & Confidentiality and Information Security	ongoing
Audit	Almost complete - fielding questions	80%
ALSP Review Meetings	Complete	100%
City-District Agreements	Final full draft to Board – 11/18/2021	70%
Public Records Management	The records are about 45% complete – procedures are being written and the retention schedule is being updated	45%
Performance Appraisals	All are complete and staff are working on their work plans	100%
Strategic Planning – New	Board developed Values to guide the process.	25%
Succession Planning	In the initial stages of this process	10%
Disaster Planning	In the initial stages of working on this planning	10%
Marketing Plan	Ongoing EO column, plan will be part of strategic planning process	45%
Office 365	Investigating online bill pay processes to ensure local controls	Ongoing
COVID-19	Oregon Health Authority has implemented a return to indoor masking	Ongoing
Best Practices for SDAO	Report submitted and 10% discount attained	100%
Safety & Staff Meetings	Worked on workplace violence this month	ongoing
In-Service Training	Went beautifully – the speakers were awesome and people were very interactive	100%

4. Feedback & Accomplishments

- It was an excellent, interactive training with lots of healthy movement! Feel like we have hit our stride with zoom!
- Vehicle purchase documents to the auditor
- Presentation slides, handouts, registration, and evaluation forms all designed, created, compiled and distributed.
- A big thank you to Monica for delivering all of the handouts to the libraries.

5. Upcoming Events – Activities

- My Schedule until my class is complete in December and unless we have a Board Meeting: M 8-5, T 9:30-7, W 7:30-5, Th 12-7, F 8:15-2:15
- Office closed on 11/11 for Veteran's Day
- Erin out of the office on 11/12 except for a web meeting for the EDI Cohort
- Erin out of the office for appointments 11/15-11/16
- UCSLD Board Meeting: November 18
- Planning for Strategic Planning and community needs assessment

AGREEMENT FOR LIBRARY SERVICES

Umatilla County Special Library District

Draft November 9, 2021

This agreement ("Agreement") is entered into by and between the Umatilla County Special Library District ("District"), and the City of ______ ("City") [*or the* ______ *school district ("School District")*], both municipal corporations and political subdivisions of the State of Oregon. This Agreement is entered into pursuant to Oregon Revised Statutes ("ORS") 190.010 and shall be effective upon signing by both parties hereto.

RECITALS

WHEREAS, the District was established by the voters of Umatilla County to provide Library Services as defined in ORS 357.400(3), within Umatilla County, Oregon; and

WHEREAS, the voters of the City of Hermiston elected not to be included in the District, but the City offers library services to residents of the City and to residents dwelling outside the City and within District boundaries;

WHEREAS, for that purpose the District and the City [or School District] desire to enter into an intergovernmental agreement to provide Library Services through the City [or School District] Library; and

WHEREAS, the parties recognize that this Agreement is not exclusive and that the District has entered into or proposes to enter into similar agreements with other public entities to ensure consistent and cooperative provision of Library Services throughout Umatilla County.

AGREEMENT

In consideration of the mutual obligations stated herein, the parties agree as follows:

- **1. DEFINITIONS.** When used in this Agreement, unless the context indicates otherwise:
 - A. "City" means the City of Hermiston, in Umatilla County, Oregon.
 - B. "County" means Umatilla County, Oregon.
 - C. "District" means the Umatilla County Special Library District.
 - D. "Home Library" means the Library that uses the same ZIP code as a patron's residence.

AGREEMENT FOR LIBRARY SERVICE - Page 1 of 8

- E. "Library" means the City of Hermiston Library.
- 2. TERM. This Agreement shall take effect July 1, 2022 and shall be of indefinite duration unless and until modified pursuant to Section 3 or terminated pursuant to Section 14 of this Agreement.
- 3. REVIEW AND RENEGOTIATION. The terms of this Agreement, including but not limited to terms and methods for Funding, are subject to review and renegotiation every three (3) years. Either party may submit a written request for review and renegotiation to the other party at least twelve (12) months prior to the end of the applicable three (3)-year period. Upon the other party's receipt of such request, the parties shall engage in good-faith negotiations regarding any modifications. If the parties cannot agree to the modified terms within six (6) months of the date on the written notice, either party may terminate the Agreement as provided in Section 14. Failure to provide timely notice under this paragraph shall be deemed consent to renew the Agreement according to its existing terms until the next review period.

4. DUTIES AND OBLIGATIONS OF THE PARTIES.

- A. For the City. The City's obligations under this Agreement shall be as follows:
 - (1) <u>Operations</u>. In operating the Library, be responsible for the following:
 - (a) Purchasing materials, supplies, equipment and services necessary for the setup and continued operation.
 - (b) Preparing and approving an annual Library budget.
 - (c) Entering into contracts with any person, firm or corporation, or any agency or government, as necessary, to acquire goods or services for the development of and the operation of the Library.
 - (d) Contracting or providing for the use of space for its operations, staff, a supervisor, or auxiliary services, including but not limited to records, payroll, accounting, purchasing and data processing.
 - (e) Reviewing staff contracts and job descriptions annually to maintain alignment with Priorities for Programs and Service Delivery and performing annual employee evaluations based on those job descriptions.
 - (f) Determining the level of staffing required to provide Library Services according to all applicable standards and in compliance with this Agreement. Employing, supervising, and terminating a director and other Library employees.

- (g) Compensating the Head Librarian/Library Director or equivalent at not less than 150% of the State of Oregon minimum wage.
- (h) Taking any other action necessary and proper for the management of the Library and the performance of its functions.
- (2) <u>Standards</u>. Complying with all applicable State of Oregon laws and administrative rules relating to hours of operation, staffing levels, and collection size. To the extent feasible the Library will strive to meet Oregon Library Association Public Library Standards.
- (3) <u>Unplanned Changes in Staffing and Operations</u>. Notifying the District's Board of Directors when changes are made in Library staffing or operations that affect or may affect the implementation of the current Annual Library Service Plan. The District reserves the right to withhold or modify funding for substantial deviations from the approved plan.
- (4) <u>Library Closures</u>. Notifying the District office of any unscheduled Library closures.
- (5) Interlibrary Loan. Participating in universal borrowing for all District residents.
- (6) <u>Support for the District</u>. Acknowledging the District's contributions on Library website, brochures, newsletters, etc. Providing other support and advocacy for the District upon request.
- (7) Annual Library Service Plan.
 - (a) On or before May 1 of the current fiscal year, prepare and submit to the District an Annual Library Service Plan ("ALSP") proposal for the next fiscal year. The ALSP shall be based on the then-current District guidelines for programs. Funding under this Agreement is expressly conditioned upon District approval of the ALSP.
 - (b) No later than October 31 of each year, present a written review of the prior fiscal year's ALSP to the District Board of Directors.
- (8) <u>Annual Statistical Report</u>. On or before November 10 of each fiscal year, furnish to the District a copy of the Library's annual statistical report that is sent to the State Library of Oregon.
- (9) <u>Funding Conditions</u>. Comply with all Funding Conditions described in Section 5 of this Agreement.
- (10) Financial Reporting.

- (a) Account for all Library resources and expenditures through a separate freestanding fund or a readily identifiable department function within the City General Fund, consistent with accounting and budgeting requirements under Oregon law.
- (b) Budget any unexpended Funding from the prior fiscal year budget as beginning cash balance in the following fiscal year's Library budget, consistent with accounting and budgeting requirements under Oregon law.
- (c) On or before October 10 of each fiscal year, provide to the District a copy of the City's annual adopted Library budget, showing the planned use of Funding from the District. The budget shall be accompanied by a written summary of any anticipated changes in staffing or operations in the next fiscal year that may affect the apportionment of Funding.
- (d) On a monthly basis, provide a financial report for the Library to the Library Director and Library Board. The report shall include any anticipated changes in staffing or operations in the next fiscal quarter that may affect the apportionment of Funding.
- (e) Provide additional or supplemental information upon request.
- (f) On or before February 1 of each fiscal year, provide an annual audit showing expenditures of Funding during the prior fiscal year.
- (g) Ensure that all gifts, grants, contributions or fees received by the City for library services from any source other than the District are accounted for in the Library budget and used solely for Library operations.
- (11) <u>In-Service Training</u>. Provide regular wages and benefits for employees participating in District-provided in-service trainings, including reimbursement for reasonable and customary mileage, meals, substitutes, etc. The Library must close for these trainings.
- **B.** For the District. Subject to the availability of funds, the District's obligations under this Agreement shall be as follows:
 - (1) <u>Funding</u>. Subject to the terms and conditions stated in Section 5 of this Agreement, on an annual basis provide to the City funding ("Funding") for Library Services according to the formula described in Appendix A, which is attached hereto and incorporated herein by this reference.
 - (2) <u>Annual Budget</u>. As soon as available, provide a copy of the District's anticipated annual funding distribution amounts to the City for use in the budgeting process. The parties recognize that both parties' budgets must conform to Oregon budget laws.

- (3) <u>Distribution of Funds</u>. Promptly upon receipt of property tax revenues from the Umatilla County Treasurer, transfer to the City its proportionate share of the Funding as described in Appendix A.
- (4) <u>District Director</u>. Provide District Director services for the purposes of providing advice, sharing information, serving as a resource, and assisting in solving problems. When appropriate the District Director shall act as a Communication Liaison for cooperative projects.
- (5) <u>Technical Services Manager</u>. Provide Technical Services, including cataloging assistance, resolving database issues, and one-on-one library site visits at least twice per year.
- (6) <u>Early Literacy Program Manager</u>. When appropriate and upon request, provide resources and services through the Early Literacy Program Manager.
- (7) <u>In-Service Staff Training</u>. Fund and present a minimum of two trainings per year for all library staff based on District and Library program priorities and needs. The Library will be closed for these trainings.
- (8) <u>Resource Sharing</u>. When, in the District's sole discretion, it is reasonable and cost-effective, the District shall provide the following shared resources:
 - (a) <u>Courier Service</u>. Contract courier services for delivery of books and other library materials from and to the participating libraries within the County.
 - (b) <u>Library Automation System</u>. Sage Library System membership levels for the libraries in the District. Libraries shall follow all Sage Library System policies and all District policies relating to the implementation of such policies.
 - (c) <u>Public Resources</u>. Additional resources that will be accessible through the Library to a resident with a local library card.
 - (d) <u>Joint Purchasing Opportunities</u>. When appropriate and upon agreement of all participating parties, pursue and coordinate joint purchasing opportunities.
 - (e) <u>Professional Learning Opportunities</u>. Share free resources for training elected officials and non-Library personnel.
- (9) <u>District Annual Library Service Plan (ALSP)</u>. By May 1 of each year, provide a copy of the District's Annual Library Service Plan on the District website for public viewing. Provide hard copies of the Plan upon request. By October 31, provide an evaluation process of the previous fiscal year's ALSP.

5. FUNDING TERMS AND CONDITIONS.

- A. <u>Use of Funds</u>. The parties intend that Funding provided pursuant to paragraph 4.B(1) will be used solely to support operation of the Library and implementation of the Library's Annual Library Service Plan (ALSP). The Funds may not be used for the purchase, rehabilitation, or maintenance of a building or grounds for the City library; for structural modification of an existing City library; or for maintenance or operation of the Library's physical plant.
- B. <u>Annual Library Service Plan</u>. Receipt of Funding is expressly conditioned upon the District's approval of the City's *[or School District's]* timely submitted Annual Library Service Plan ("ALSP") proposal pursuant to paragraph 4.A(7)(a) of this Agreement.
- C. <u>Budget Availability</u>. The parties recognize that the District is a special taxing district which receives its funding through property tax receipts collected by Umatilla County. In the event the tax revenues are less or more than those in the budget adopted by the District for the applicable fiscal year, the allocations of funds to the City shall be proportionately reduced or increased by the same percentage as the reduced or increased level of tax revenues. For example, if the total annual revenues were reduced/increased by one (1%) percent, then the City's total receipts from the District would be reduced/increased by one (1%) percent.
- D. <u>Withholding Funding</u>. If the City fails to comply with the terms of this Agreement, the District may withhold distributions of Funding to the City until all terms are met.
- E. <u>Changes to Funding Formula</u>. The population element of the funding formula described in Appendix A is subject to change every three (3) years based on changes in ZIP Code information provided by Portland State University Population Research Center. Population changes could cause changes in the distribution percentages.
- 6. PROHIBITION OF DISENFRANCHISEMENT. A patron's residency outside of the City limits of their Home Library shall not be basis for excluding such patron from participation in public discussions regarding their Home Library.
- 7. NO EMPLOYMENT RELATIONSHIP. Any and all employees of the City, while engaged or performing any work or service required under this Agreement, shall be considered employees of the City and not employees of the Library District. Any claims that may arise under the Workers' Compensation Act on behalf of such employees while so engaged; any claim for or regarding compensation or benefits for such employees; and any and all claims made by third parties as a consequence of any act or omission on the part of the City or its employees shall be the sole

obligation and responsibility of City.

8. NOTICES. Any notice required to be given under this Agreement shall be effective on the date of actual receipt or two (2) days after deposit as registered or certified mail, return receipt requested, postage prepaid and addressed to either party at the address stated below or such other addresses as either party may specify by written notice to the other party:

Name of City	Umatilla County Special Library District
[or School District]	PO Box 1689
[Address]	Pendleton, OR 97801

- **9. SEVERABILITY**. If any part, paragraph, section or provision of this Agreement is adjudged to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part or provision of this Agreement.
- **10.GOVERNING LAW.** This Agreement shall be construed and regulated by the laws of the State of Oregon. Venue for any dispute hereunder shall lie in Umatilla County, Oregon.

11. DISPUTE RESOLUTION.

- A. <u>Negotiation</u>. Prior to any mediation or arbitration of any dispute arising under this agreement, the parties agree to submit each such dispute to mediation and to attempt to settle such dispute in good faith.
- B. <u>Mediation</u>. If the dispute cannot be resolved by good-faith negotiations, a mediator will be selected by and paid equally by the parties. If the matter is not settled after one mediation session, then the arbitration provisions of this agreement shall apply.
- C. <u>Arbitration</u>. If any dispute arises between the parties which is not settled by mediation, such dispute shall be resolved by binding arbitration. Either party may request arbitration in writing to the other party. The parties shall mutually select a single arbitrator. If the parties cannot agree on an arbitrator, the presiding judge of the Umatilla County Circuit Court will choose an arbitrator. The arbitration shall take place in Umatilla County, Oregon, and shall be conducted according to the rules of the Arbitration Service of Portland, Oregon. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.
- **12. INDEMNITY.** The City shall defend, indemnify and hold the District harmless from any claims, damages, suits or actions arising out of or in connection with the provision of Library Services provided pursuant to this Agreement.
- 13. AMENDMENT. This Agreement may be modified only by mutual written consent of

AGREEMENT FOR LIBRARY SERVICE - Page 7 of 8

the parties hereto.

14. TERMINATION. Either party may terminate this Agreement without cause by giving written notice to the other party not less than six (6) months prior to the end of the then-current fiscal year. Such termination shall become effective at midnight of the last calendar day of the fiscal year in which such notice is given.

IT IS HEREBY AGREED:

UMATILLA COUNTY SPECIAL LIBRARY DISTRICT	CITY OF HERMISTON
Board President	City Manager/Mayor
Board Secretary	ATTEST: City Manager/City Recorder
, 20 Date	, 20 Date

ATTACHMENTS:

Appendix A: Explanation of Distribution of Funds to Member and Partner Libraries

Appendix B: Oregon Public Libraries Definition & Link to Oregon Library Association Public Library Standards

Appendix C: UCSLD Organizational Governance Structure

Appendix A: Explanation of Distribution of Funds to Member and Partner Libraries

The Umatilla County Special Library District (UCSLD) was created on November 4, 1986, by voters from all of Umatilla County except for incorporated Hermiston. The order creating the District reads, "The purpose of the Umatilla County Special Library District shall be to provide library and information services to persons within the district." Further, the UCSLD "shall be a municipal corporation and shall have perpetual succession, and shall, in its own name, exercise and carry out the powers and objects provided for by Oregon Statutes governing library districts."

Through agreements between the District and the established public libraries in Umatilla County, the UCSLD ensures the provision of public library service to all residents within its boundaries. The public libraries within the District boundaries are defined as "member libraries." At the start of the District the City of Hermiston chose not to be part of the District, but instead later signed an agreement with the District to provide access to library services for the rural or unincorporated Hermiston population. Therefore, Hermiston Public Library is considered a "partner library."

The funding model which distributes tax revenue to District libraries provides that 80 percent of UCSLD tax revenues would go to the District member libraries and partner library. The remaining 20 percent of revenues remain with the District, and are used for operations and administration, and services provided to member libraries, including but not limited to cataloging of library materials, courier delivery service, membership in the Integrated Library System (ILS) [now SAGE], and resources for all residents such as Library2Go (Libraries of Eastern Oregon pricing) and early childhood literacy outreach services.

In the Fall of 2019 the UCSLD Board of Directors conducted a review of the tax distribution process, culminating in a decision in 2021 to update the distribution formula consistent with ORS 357.405, which defines "public library," and the rules for implementation found in OAR 543-010-0036. Each library's service population is now determined by population within their zip code area in Umatilla County.

The formula consists of two funding components: (1) Base threshold criteria, and (2) population. The elements of the base threshold criteria are: Personnel, collections, and operations and maintenance (O&M). These elements are adjusted by population size category. The population component is determined by the census zip code area numbers.

Every three (3) years, the Board of Directors will review the threshold criteria and update as needed, and will review and update the formula to reflect the current population numbers.

The distribution percentages are determined through the following process:

Population for each zip code in UCSLD boundaries is provided to the District by the Portland State University Population Research Center. The zip code population for each member library and partner library is as follows:

Zip Code	City	2020 Census Population - City	2020 Census Population - Zip Code Area	Population of UCSLD Zip Code Areas	Zip Code area number as a percentage of the whole zip code population	Remainder of difference between County Population and zip code populations with % change applied	Final Population Figures to Use
97810	Adams	389	887	887	1.46%	887	887
97813	Athena	1,209	1,386	1,386	2.29%	1,387	1,387
97826	Echo	632	1,061	1,061	1.75%	1,061	1,061
97835	Helix	194	373	373	0.62%	373	373
97838	Hermiston	19,354	28,348	8,994	14.83%	8,998	8,998
97862	Milton-Freewater	7,151	11,512	11,512	18.99%	11,517	11,517
97801	Pendleton	17,107	21,882	22,052	36.37%	21,891	21,891
97859	Meacham	170	170	0	0.00%	0	0
97868	Pilot Rock	1,328	1,756	1,756	2.90%	1,757	1,757
97875	Stanfield	2,144	2,875	2,875	4.74%	2,876	2,876
97880	Ukiah	159	224	224	0.37%	224	224
97882	Umatilla	7,363	8,271	8,271	13.64%	8,274	8,274
97886	Weston	706	1,241	1,241	2.05%	1,241	1,241
		79,986	79,986	60,632	100.00%	60,486	60,486
PSU Site	Umatilla County	80,075	80,075				
Incorporated							
Unincorporated							
Hermiston Rural		8,994					
Unassigned		24					

The formula for determining the distribution to each library is below:

		2020 Population	Pop Size Category	В	Base Threshold Criteria Elements			BASE Amount	REMAINDER Amount	TOTAL DISTRIBUTION	Multiplie	er for Remainder Funds	
	FY 22-23 80% Anticipated Distribution			Personnel FTE*	\$	Staff Funding	Collections	O&M	Total			Zip Code population	% of the total for each zip code area
Adams		887	1	0.5	\$47,840	\$23,920	\$2,000		\$28,512	\$12,246	\$40,758		1.47%
Athena		1,387	1	0.8	\$47,840	\$38,272	\$2,500		\$44,849		\$63,985		2.29%
Echo		1,061	1	0.8	\$47,840	\$38,272	\$2,500		\$44,849		\$59,498		1.75%
Helix		373		0.5	\$47,840	\$23,920	\$2,000				\$33,662		0.62%
Hermiston (rural)		8,998	2		\$47,840	\$0	\$0				\$124,177	8,998	14.88%
Milton-Freewater		11,517	2	2.9	\$47,840	\$137,246	\$11,517				\$322,581	11,517	19.04%
Pendleton		21,891	2	4.3	\$47,840	\$203,418	\$21,891	\$22,531	\$247,839	\$302,117	\$549,957	21,891	36.19%
Pilot Rock		1,757	1	0.8	\$47,840	\$38,272	\$2,500	\$4,077	\$44,849	\$24,244	\$69,094	1,757	2.90%
Stanfield		2,876	2	1.2	\$47,840	\$55,038	\$2,876	\$5,791	\$63,705	\$39,694	\$103,399	2,876	4.76%
Ukiah		224	1	0.5	\$47,840	\$23,920	\$2,000	\$2,592	\$28,512	\$3,093	\$31,605	224	0.37%
Umatilla		8,274	2	2.4	\$47,840	\$116,565	\$8,274	\$12,484	\$137,323	\$114,195	\$251,518	8,274	13.68%
Weston		1,241	1	0.8	\$47,840	\$38,272	\$2,500	\$4,077	\$44,849	\$17,134	\$61,983	1,241	2.05%
	\$1,712,216	60,486	1<2000; 2 >2000		1 fte @ 23.00/HR		1- pop<1000=\$2000; pop>1000=2500; 2= 2500 or pop*1 whichever is greater	10% of Staff+Coll	\$877,439		\$1,712,216	60,486	100.00%
		Hermiston shows Unincorporate d only		Calculated, not rounded		Calculated, not rounded			51.25%	Used remaining funds after the base amount is distributed. Used a % derived from each libraries' % of whole zip code population.			

For the next three years, FY 2022-23, FY 2023-24 and FY 2024-25, the distribution multipliers (a fraction of the 80% calculated) for the member libraries, the partner library and the District are as follows:

Adams	0.0191753
Athena	0.0301042
Echo	0.0280474
Helix	0.0159224
Hermiston (Rural)	0.0569198
Milton-Freewater	0.1506907
Pendleton	0.2563694
Pilot Rock	0.0324458
Stanfield	0.0484965
Ukiah	0.0149795
Umatilla	0.1176625
Weston	0.0291865
District	0.2000000
	100.00%

The Board will review and update the population numbers and funding elements during the last year of the Agreements.

Appendix B: Oregon Public Libraries Definition & Link to Oregon Library Association Public Library Standards

From: https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=278527

Oregon State Library Chapter 543 Division 10 ADMINISTRATION

543-010-0036

Official Recognition of Public Libraries

(1) The State Library Board will officially recognize those public libraries that become legally established under one of the methods described in ORS 357.216-286 or 357.400-621 and have met all minimum conditions.

(2) Libraries, that have a service population of over 2000, shall meet the following minimum conditions:

(a) Have at least half (50%) of its operational financial support from public funds.

(b) Be open to the public a minimum of 20 hours per week.

(c) Provide a collection comprising books, media, or electronic resources.

(d) Offer free public access computers with Internet access.

(e) Offer free public wireless Internet access (wi-fi).

(f) Provide a website that enables local library users to access State Library of Oregon resources and services available to all Oregon residents.

(g) Dedicate at least 0.50 full-time equivalent (FTE) paid staff time exclusively to library functions.

(h) Have basic policies in place and accessible online for collection management, circulation, and patron confidentiality that incorporate relevant American Library

Association (ALA) professional ethical codes, rules, and guidelines.

(i) Provide basic services for reference and youth services.

(j) Complete the annual statistical report as required under ORS 357.520 and OAR 543-010-0035.

(3) Libraries, that have a service population of 2000 or less, shall meet the following minimum conditions:

(a) Have at least one fourth (25%) of its operational financial support from public funds.

(b) Be open to the public a minimum of 10 hours per week.

(c) Provide a collection comprising books, media, or electronic resources.

(d) Offer at least one free public access computer with internet access.

(e) Offer free public wireless internet access (wi-fi).

(f) Provide a website that enables local library users to access State Library of Oregon resources and services available to all Oregon residents.

(g) Dedicate at least 0.25 full-time equivalent (FTE) paid staff time exclusively to library functions.

Appendix B to Agreement for Library Services, effective July 1, 2022

(h) Have basic policies in place and accessible online for collection management, circulation, and patron confidentiality that incorporate relevant American Library Association (ALA) professional ethical codes, rules, and guidelines.

(i) Provide basic services for reference and youth services.

(j) Complete the annual statistical report as required under ORS 357.520 and OAR 543-010-0035.

(4) Official recognition as a public library will qualify the library to be eligible for state aid and grants from the State Library as authorized in statutes. A library must receive official recognition by June 30 to be eligible for grant funding in the next state fiscal year beginning July 1.

(5) Official recognition will continue unless the library no longer meets the statutory requirements of a public library.

(a) Library responses to the Public Library Annual Statistical Survey will be used to determine compliance with minimum conditions outlined in sections (2) and (3).(b) An officially recognized public library that fails to meet the minimum conditions as outlined in section (2) or (3) will have two (2) years to achieve compliance, during which

time the library maintains eligibility for state aid and grants.

(c) Proceedings for termination of official recognition for a library that fails to meet minimum conditions after two (2) years will be scheduled for consideration by the Board, which will then make a determination.

(d) The State Library will provide an annual report to the Board on the status of public library compliance with minimum conditions.

(6) Notwithstanding section (5), if an officially recognized public library fails to meet the minimum conditions outlined in section (2) or (3) by June 30, 2021, the public library will have one year to meet the minimum conditions before section (5)(b) shall apply to the public library.

(7) The Board will terminate a public library's official recognition immediately after a local government withdraws support following the requirements of ORS 357.621. The State Library will notify the local government that official recognition is being terminated.

(8) Any affected agency may appeal the termination of official recognition to the Board. The appeal must be in writing and must contain a detailed statement specifying the reason the appellant agency believes the action was improper.

(9) The written appeal must be filed no later than 15 business days after the notice of termination of official recognition is received. Once an appeal is received, it will be scheduled for consideration by the Board, which will then make a determination.

(10) To be reinstated, a library must request reinstatement of official recognition from the Board. The request must include signed documentation attesting that the library has met all minimum conditions. The request will then be scheduled for consideration by the Board, which will make a determination. The State Library will notify the local

government if official recognition is being reinstated. A library may appeal a denial of reinstatement as described in this rule.

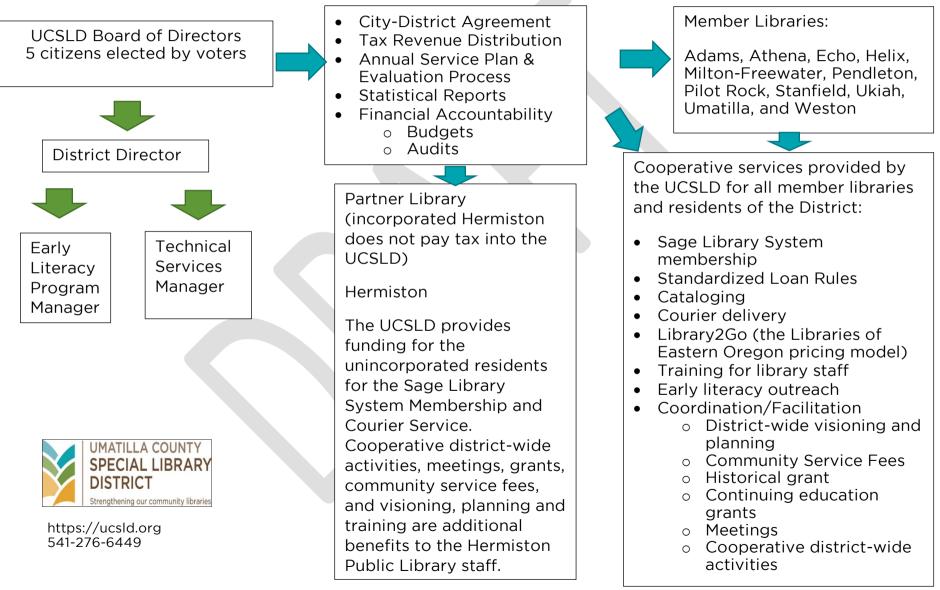
Statutory/Other Authority: ORS 357.026(1) Statutes/Other Implemented: ORS 357.216-286, 357.400 - 357.621 & HB2243 A (2019) History: OSL 1-2021, temporary amend filed 06/23/2021, effective 06/23/2021 through 12/19/2021 OSL 2-2019, amend filed 10/21/2019, effective 01/01/2020 OSL 1-2000, f. & cert. ef. 4-13-00

Oregon Library Association Standards

See: https://www.olaweb.org/assets/PLD/PLDStandards/PLD-Standards-091718.pdf

Appendix C: Umatilla County Special Library District (UCSLD) Organizational Governance Structure

The UCSLD was established to provide library services district-wide. Currently, this is accomplished through inter-governmental agreements with 11 member libraries: 10 cities and one school district, and the one partner library's city, to provide library service to everyone within the UCSLD boundaries.



MAJOR ROLES AND RESPONSIBILITIES:

Library District Board of Directors

- Operates according to the governing ORS statutes
- Oversees distribution of approved tax-payer funds that ensure the provision of public library services in the Umatilla County Special Library District
- Sets the District budget each year
- Oversees Agreements with cities and school district
- Sets District policies
- Develops and implements District strategic plans
- Hires District Director and staff

District Director

- Provides expertise, leadership and coordination
- Advises District Board regarding policy, resource allocation and strategic planning
- Prepares and manages District budget
- Administers District operations
- Monitors and evaluates District activities
- Supervises and evaluates District staff
- Serves as District Board Secretary

Cities/School District

- Adopts local library policies
- Hires local library director
- Prepares/adopts annual public library budget in coordination with the library director
- Fiscally supports local public library
- Provides and maintains the public library building
- Oversees compliance with the requirements of the UCSLD Agreement
- Supports and advocates for libraries and UCSLD

Library Boards

- Serves as library policy advisors
- Supports and advocates for libraries and UCSLD
- Carries out duties as stated in Oregon State law/City ordinance and School District policy regarding library boards
- Monitors compliance with the requirements of the UCSLD Agreement

Local Library Director

- Provides expertise, leadership and coordination
- Advises library board regarding policy, resource allocation and strategic planning
- Prepares and manages library budget
- Administers local library operations
- Monitors and evaluates library performance
- Hires and supervises library staff
- Oversees coordination with local library support groups
- Ensures compliance with the requirements of the UCSLD Agreement
- Collaborates with the UCSLD to provide the best public library service to the residents of the District
- Supports and advocates for libraries and the UCSLD

AGREEMENT FOR LIBRARY SERVICES

Umatilla County Special Library District

Draft November 9, 2021

This agreement ("Agreement") is entered into by and between the Umatilla County Special Library District ("District"), and the City of ______ ("City"), both municipal corporations and political subdivisions of the State of Oregon. This Agreement is entered into pursuant to Oregon Revised Statutes ("ORS") 190.010 and shall be effective upon signing by both parties hereto.

RECITALS

WHEREAS, the District was established by the voters of Umatilla County to provide Library Services as defined in ORS 357.400(3), within Umatilla County, Oregon; and

WHEREAS, the voters of the City of Hermiston elected not to be included in the District, but the City offers library services to residents of the City and to residents dwelling outside the City and within District boundaries;

WHEREAS, for that purpose the District and the City desire to enter into an intergovernmental agreement to provide Library Services through the City Library; and

WHEREAS, the parties recognize that this Agreement is not exclusive and that the District has entered into or proposes to enter into similar agreements with other public entities to ensure consistent and cooperative provision of Library Services throughout Umatilla County.

AGREEMENT

In consideration of the mutual obligations stated herein, the parties agree as follows:

- 1. **DEFINITIONS.** When used in this Agreement, unless the context indicates otherwise:
 - A. "City" means the City of Hermiston, in Umatilla County, Oregon.
 - B. "County" means Umatilla County, Oregon.
 - C. "District" means the Umatilla County Special Library District.
 - D. "Home Library" means the Library that uses the same ZIP code as a patron's residence.
 - E. "Library" means the City of Hermiston Library.

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- 2. TERM. This Agreement shall take effect July 1, 2022 and shall be of indefinite duration unless and until modified pursuant to Section 3 or terminated pursuant to Section 14 of this Agreement.
- 3. REVIEW AND RENEGOTIATION. The terms of this Agreement, including but not limited to terms and methods for Funding, are subject to review and renegotiation every three (3) years. Either party may submit a written request for review and renegotiation to the other party at least twelve (12) months prior to the end of the applicable three (3)-year period. Upon the other party's receipt of such request, the parties shall engage in good-faith negotiations regarding any modifications. If the parties cannot agree to the modified terms within six (6) months of the date on the written notice, either party may terminate the Agreement as provided in Section 14. Failure to provide timely notice under this paragraph shall be deemed consent to renew the Agreement according to its existing terms until the next review period.

4. DUTIES AND OBLIGATIONS OF THE PARTIES.

- A. For the City. The City's obligations under this Agreement shall be as follows:
 - (1) Operations. In operating the Library, be responsible for the following:
 - (a) Purchasing materials, supplies, equipment and services necessary for the setup and continued operation.
 - (b) Preparing and approving an annual Library budget.
 - (c) Entering into contracts with any person, firm or corporation, or any agency or government, as necessary, to acquire goods or services for the development of and the operation of the Library.
 - (d) Contracting or providing for the use of space for its operations, staff, a supervisor, or auxiliary services, including but not limited to records, payroll, accounting, purchasing and data processing.
 - (e) Reviewing staff contracts and job descriptions annually to maintain alignment with Priorities for Programs and Service Delivery and performing annual employee evaluations based on those job descriptions.
 - (f) Determining the level of staffing required to provide Library Services according to all applicable standards and in compliance with this Agreement. Employing, supervising, and terminating a director and other Library employees.
 - (g) Compensating the Head Librarian/Library Director or equivalent at not less than 150% of the State of Oregon minimum wage.

- (h) Taking any other action necessary and proper for the management of the Library and the performance of its functions.
- (2) <u>Standards</u>. Complying with all applicable State of Oregon laws and administrative rules relating to hours of operation, staffing levels, and collection size. To the extent feasible the Library will strive to meet Oregon Library Association Public Library Standards.
- (3) <u>Unplanned Changes in Staffing and Operations</u>. Notifying the District's Board of Directors when changes are made in Library staffing or operations that affect or may affect the implementation of the current Annual Library Service Plan. The District reserves the right to withhold or modify funding for substantial deviations from the approved plan.
- (4) <u>Library Closures</u>. Notifying the District office of any unscheduled Library closures.
- (5) Interlibrary Loan. Participating in universal borrowing for all District residents.
- (6) <u>Support for the District</u>. Acknowledging the District's contributions on Library website, brochures, newsletters, etc. Providing other support and advocacy for the District upon request.
- (7) Annual Library Service Plan.
 - (a) On or before May 1 of the current fiscal year, prepare and submit to the District an Annual Library Service Plan ("ALSP") proposal for the next fiscal year. The ALSP shall be based on the then-current District guidelines for programs. Funding under this Agreement is expressly conditioned upon District approval of the ALSP.
 - (b) No later than October 31 of each year, present a written review of the prior fiscal year's ALSP to the District Board of Directors.
- (8) <u>Annual Statistical Report</u>. On or before November 10 of each fiscal year, furnish to the District a copy of the Library's annual statistical report that is sent to the State Library of Oregon.
- (9) <u>Funding Conditions</u>. Comply with all Funding Conditions described in Section 5 of this Agreement.
- (10) Financial Reporting.
 - (a) Account for all Library resources and expenditures through a separate freestanding fund or a readily identifiable department function within the

City General Fund, consistent with accounting and budgeting requirements under Oregon law.

- (b) Budget any unexpended Funding from the prior fiscal year budget as beginning cash balance in the following fiscal year's Library budget, consistent with accounting and budgeting requirements under Oregon law.
- (c) On or before October 10 of each fiscal year, provide to the District a copy of the City's annual adopted Library budget, showing the planned use of Funding from the District. The budget shall be accompanied by a written summary of any anticipated changes in staffing or operations in the next fiscal year that may affect the apportionment of Funding.
- (d) On a monthly basis, provide a financial report for the Library to the Library Director and Library Board. The report shall include any anticipated changes in staffing or operations in the next fiscal quarter that may affect the apportionment of Funding.
- (e) Provide additional or supplemental information upon request.
- (f) On or before February 1 of each fiscal year, provide an annual audit showing expenditures of Funding during the prior fiscal year.
- (g) Ensure that all gifts, grants, contributions or fees received by the City for library services from any source other than the District are accounted for in the Library budget and used solely for Library operations.
- (11) <u>In-Service Training</u>. Provide regular wages and benefits for employees participating in District-provided in-service trainings, including reimbursement for reasonable and customary mileage, meals, substitutes, etc. The Library must close for these trainings.
- **B.** For the District. Subject to the availability of funds, the District's obligations under this Agreement shall be as follows:
 - (1) <u>Funding</u>. Subject to the terms and conditions stated in Section 5 of this Agreement, on an annual basis provide to the City funding ("Funding") for Library Services according to the formula described in Appendix A, which is attached hereto and incorporated herein by this reference.
 - (2) <u>Annual Budget</u>. As soon as available, provide a copy of the District's anticipated annual funding distribution amounts to the City for use in the budgeting process. The parties recognize that both parties' budgets must conform to Oregon budget laws.
 - (3) Distribution of Funds. Promptly upon receipt of property tax revenues from the

Umatilla County Treasurer, transfer to the City its proportionate share of the Funding as described in Appendix A.

- (4) <u>District Director</u>. Provide District Director services for the purposes of providing advice, sharing information, serving as a resource, and assisting in solving problems. When appropriate the District Director shall act as a Communication Liaison for cooperative projects.
- (5) <u>Technical Services Manager</u>. Provide Technical Services, including cataloging assistance, resolving database issues, and one-on-one library site visits at least twice per year.
- (6) <u>Early Literacy Program Manager</u>. When appropriate and upon request, provide resources and services through the Early Literacy Program Manager.
- (7) <u>In-Service Staff Training</u>. Fund and present a minimum of two trainings per year for all library staff based on District and Library program priorities and needs. The Library will be closed for these trainings.
- (8) <u>Resource Sharing</u>. When, in the District's sole discretion, it is reasonable and cost-effective, the District shall provide the following shared resources based on a proportionate basis for the population in the unincorporated Hermiston area:
 - (a) <u>Courier Service</u>. Contract courier services for delivery of books and other library materials from and to the participating libraries within the County.
 - (b) <u>Library Automation System</u>. Sage Library System membership levels for the libraries in the District. Libraries shall follow all Sage Library System policies and all District policies relating to the implementation of such policies.
 - (c) <u>Public Resources</u>. Additional resources that will be accessible through the Library to a resident with a local library card.
 - (d) <u>Joint Purchasing Opportunities</u>. When appropriate and upon agreement of all participating parties, pursue and coordinate joint purchasing opportunities.
 - (e) <u>Professional Learning Opportunities</u>. Share free resources for training elected officials and non-Library personnel.
- (9) <u>District Annual Library Service Plan (ALSP)</u>. By May 1 of each year, provide a copy of the District's Annual Library Service Plan on the District website for public viewing. Provide hard copies of the Plan upon request. By October 31, provide an evaluation process of the previous fiscal year's ALSP.

5. FUNDING TERMS AND CONDITIONS.

- A. <u>Use of Funds</u>. The parties intend that Funding provided pursuant to paragraph 4.B(1) will be used solely to support operation of the Library and implementation of the Library's Annual Library Service Plan (ALSP). The Funds may not be used for the purchase, rehabilitation, or maintenance of a building or grounds for the City library; for structural modification of an existing City library; or for maintenance or operation of the Library's physical plant.
- B. <u>Annual Library Service Plan</u>. Receipt of Funding is expressly conditioned upon the District's approval of the City's timely submitted Annual Library Service Plan ("ALSP") proposal pursuant to paragraph 4.A(7)(a) of this Agreement.
- C. <u>Budget Availability</u>. The parties recognize that the District is a special taxing district which receives its funding through property tax receipts collected by Umatilla County. In the event the tax revenues are less or more than those in the budget adopted by the District for the applicable fiscal year, the allocations of funds to the City shall be proportionately reduced or increased by the same percentage as the reduced or increased level of tax revenues. For example, if the total annual revenues were reduced/increased by one (1%) percent, then the City's total receipts from the District would be reduced/increased by one (1%) percent.
- D. <u>Withholding Funding</u>. If the City fails to comply with the terms of this Agreement, the District may withhold distributions of Funding to the City until all terms are met.
- E. <u>Changes to Funding Formula</u>. The population element of the funding formula described in Appendix A is subject to change every three (3) years based on changes in ZIP Code information provided by Portland State University Population Research Center. Population changes could cause changes in the distribution percentages.
- 6. PROHIBITION OF DISENFRANCHISEMENT. A patron's residency outside of the City limits of their Home Library shall not be basis for excluding such patron from participation in public discussions regarding their Home Library.
- 7. NO EMPLOYMENT RELATIONSHIP. Any and all employees of the City, while engaged or performing any work or service required under this Agreement, shall be considered employees of the City and not employees of the Library District. Any claims that may arise under the Workers' Compensation Act on behalf of such employees while so engaged; any claim for or regarding compensation or benefits for such employees; and any and all claims made by third parties as a consequence of any act or omission on the part of the City or its employees shall be the sole obligation and responsibility of City.

8. NOTICES. Any notice required to be given under this Agreement shall be effective on the date of actual receipt or two (2) days after deposit as registered or certified mail, return receipt requested, postage prepaid and addressed to either party at the address stated below or such other addresses as either party may specify by written notice to the other party:

City of Hermiston	Umatilla County Special Library District
-	PO Box 1689
[Address]	Pendleton, OR 97801

- **9. SEVERABILITY**. If any part, paragraph, section or provision of this Agreement is adjudged to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part or provision of this Agreement.
- **10. GOVERNING LAW.** This Agreement shall be construed and regulated by the laws of the State of Oregon. Venue for any dispute hereunder shall lie in Umatilla County, Oregon.

11. DISPUTE RESOLUTION.

- A. <u>Negotiation</u>. Prior to any mediation or arbitration of any dispute arising under this agreement, the parties agree to submit each such dispute to mediation and to attempt to settle such dispute in good faith.
- B. <u>Mediation</u>. If the dispute cannot be resolved by good-faith negotiations, a mediator will be selected by and paid equally by the parties. If the matter is not settled after one mediation session, then the arbitration provisions of this agreement shall apply.
- C. <u>Arbitration</u>. If any dispute arises between the parties which is not settled by mediation, such dispute shall be resolved by binding arbitration. Either party may request arbitration in writing to the other party. The parties shall mutually select a single arbitrator. If the parties cannot agree on an arbitrator, the presiding judge of the Umatilla County Circuit Court will choose an arbitrator. The arbitration shall take place in Umatilla County, Oregon, and shall be conducted according to the rules of the Arbitration Service of Portland, Oregon. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.
- **12. INDEMNITY.** The City shall defend, indemnify and hold the District harmless from any claims, damages, suits or actions arising out of or in connection with the provision of Library Services provided pursuant to this Agreement.
- **13. AMENDMENT.** This Agreement may be modified only by mutual written consent of the parties hereto.

14. TERMINATION. Either party may terminate this Agreement without cause by giving written notice to the other party not less than six (6) months prior to the end of the then-current fiscal year. Such termination shall become effective at midnight of the last calendar day of the fiscal year in which such notice is given.

IT IS HEREBY AGREED:

UMATILLA COUNTY SPECIAL LIBRARY DISTRICT	CITY OF HERMISTON
Board President	City Manager/Mayor
Board Secretary	ATTEST: City Manager/City Recorder
, 20 Date	, 20 Date

ATTACHMENTS:

Appendix A: Explanation of Distribution of Funds to Member and Partner Libraries

Appendix B: Oregon Public Libraries Definition & Link to Oregon Library Association Public Library Standards

Appendix C: UCSLD Organizational Governance Structure