



Lincoln County Library District Board
Regular Meeting
Tuesday April 12, 2022
132 NE 15th and Online
Noon
Newport, OR 97365

Agenda		
Call Regular Meeting to Order	President	
Approval of the Agenda	President	
Topic	Lead	Purpose Outcome
Public Comment	President	Anyone may speak at this time
Minutes Board Meeting March 8, 2022	President	Approval
Reports		
Board Reports	Board Members	Information
Director's Report	Director	Information
Financial Report	Director	Acceptance
Old Business		
Building Purchase Update	Director	Information
Funding Formula Update	Director	Information
ILS Feasibility Study Update	Director	Information
New Business		
Intergovernmental Agreement with Cities	Director	Discussion
Good of the Order		Information
Next District Board Meeting May 10, 2022		Information
Adjourn	President	Motion



Minutes
Lincoln County Library District
Board Meeting
March 8, 2022
132 NE 15th Newport, OR and Zoom
12:00 p.m.

ATTENDANCE—BOARD

Chris Boyle
Virginia Tardaewether
Carla Clark

ATTENDANCE—STAFF

MaryKay Dahlgreen, District Director

CALL TO ORDER

Chris Boyle called the Regular Board Meeting to order at 12:07 p.m.

CALL THE ROLL AND ESTABLISH QUORUM

Quorum was established.

BOARD PRESIDENT ELECTION

Due to the recent death of Board President, Brian Fodness, the Board unanimously elected Chris Boyle President of the LCLD Board.

PUBLIC COMMENT

APPROVAL OF MEETING MINUTES

Virginia moved and Carla seconded approval of the Regular Board minutes of February 8, 2022. Passed unanimously.

BOARD MEMBER REPORTS

DIRECTOR'S REPORT

In addition to her written report, MaryKay reported on two potential annexations, one in Newport and one in Toledo, which would reduce the tax base of the District. MaryKay will send those notices out to Board members. There was a discussion of creating policies that would allow the Board to remove a member after a certain number of unexcused absences. It turns out that is not legal. The only special districts who can do that are school districts and public utility districts. A colleague who directs the Silver Falls Library District and her Board president approached the Special Districts Association Legislation Committee about trying to get that law changed for other special districts. They were told that it should probably be approached through the Oregon Library Association Library Development and Legislation Committee. Christy Davis, Director of Silver Falls Library District, and MaryKay are planning to approach the OLA Library Development and Legislation Committee about the possibilities for that kind of legislation. They are also planning to poll library district boards and directors to see if there is support for it. The Board agreed that they are interested in this exploration. Chris suggested MaryKay talk with Rep. David Gombert a heads up.

FINANCIAL REPORT

Everything is on track. Virginia asked about the Siletz alarm charge, the building is alarmed. Virginia moved and Carla seconded approval of the financial report. Passed unanimously.

OLD BUSINESS

Appointing Two Board Members-Process and Timeline

With the death of Brian Fodness in February and the resignation of Marta West in July we have two vacant Board seats. MaryKay has been gathering samples of press releases, applications, and other items for board appointments. The Board agreed to the following timeline:

March 31, 2022 Press release and packet of materials released to public

April 30, 2022 Deadline for applications

May 3, 2022 Send application packets to Board

May 10, 2022 Board interviews candidates at regular Board meeting

GOOD OF THE ORDER

NEXT DISTRICT BOARD MEETING

The next regular meeting will be held on April 12, 2022, at noon.

ADJOURNMENT

Meeting adjourned at 12:30 p.m.



Library Directors Report April 2022

General Updates

MaryKay attended the Public Library Association Conference in Portland, OR from March 22nd through March 25th.

MaryKay attended the Special Districts Association of Oregon Board meeting at the Oregon Garden Resort April 6th and 7th.

The following meetings were held to discuss the recently adopted funding formula:

- MaryKay met with Waldport City Manager, Dann Cutter and Waldport Public Library Director, Sue Bennett on March 29, 2022.
- MaryKay made a presentation to the Toledo City Council on Wednesday April 6, 2022
- MaryKay is scheduled to make a presentation to the City Council of Lincoln City on April 11, 2022.

We have signed our contract with Sylvia Moreno-Garcia, author of *Mexican Gothic*, for two Lincoln County Reads 2022 programs on October 16, 2022. LCLD will contribute \$1,000 and the other libraries will each contribute to cover the \$7,000 cost.

LCLD is in the second year of our 2021-2023 biennial budget so we are not going through the budget process this spring.

Upcoming

MaryKay will be on vacation April 22-25, 2022.

Lincoln County Library District
Statement of Revenues and Expenditures - Cash Basis
March and FYTD 21/22

	Current Period Actual	Year to Date Actual	Bennial to Date	Biennial Budget
Revenues				
4000 Revenues				
4010 Library Services and Technology Reading Grant		\$ -		\$ 15,000.00
4020 Chinook Library Network	\$ 1,480.26	\$ 14,415.28	\$ 14,415.28	\$ 44,000.00
4030 Dolly Parton Imagination Library		\$ -	\$ -	\$ 10,000.00
4050 Lincoln County Law Library		\$ 12,828.90	\$ 12,828.90	\$ 26,000.00
4060 Previously Levied Taxes	\$ 973.21	\$ 43,203.59	\$ 43,203.59	\$ 80,000.00
4070 Ready to Read Grant		\$ 4,698.37	\$ 4,698.37	\$ 9,000.00
4080 Siletz				
4081 Siletz-Carry-over		\$ -		
4082 Siletz-City of Siletz		\$ -		\$ 2,000.00
4083 Siletz-Interest		\$ -		\$ 100.00
4084 Siletz-Miscellaneous		\$ 9,841.19	\$ 9,841.19	\$ 5,000.00
4090 State Forestry		\$ 12,202.35	\$ 12,202.35	\$ 30,000.00
4104 Property Tax Revenue 20/21		\$ 13,149.29	\$ 13,149.29	
4105 Property Tax Revenue 21/22	\$ 31,744.80	\$ 1,391,335.26	\$ 1,391,335.26	\$ 1,407,691.50
4106 Property Tax Revenue 22/23		\$ -		\$ 1,407,691.50
4800 Interest Income	\$ 272.70	\$ 1,645.76	\$ 1,645.76	\$ 2,000.00
4900 Miscellaneous Income		\$ 18,152.19	\$ 18,152.19	\$ 10,000.00
Total 4000 Revenues	\$ 34,470.97	\$ 1,521,472.18	\$ 1,521,472.18	\$ 3,048,483.00
Services				
Available Cash On Hand				\$ 400,000.00
Total Revenues	\$ 34,470.97	\$ 1,521,472.18	\$ 1,521,472.18	\$ 3,448,483.00
Expenditures				
5000 Personnel Services				
5100 Salaries and Wages	\$ 48,475.19	\$ 234,167.19	\$ 234,167.19	\$ 610,640.00
5200 Payroll Taxes	\$ 4,384.41	\$ 28,089.05	\$ 28,089.05	\$ 60,000.00
5250 Payroll Fees	\$ 430.15	\$ 2,122.73	\$ 2,122.73	\$ 4,632.00
Total 5000 Personnel Services	\$ 53,289.75	\$ 264,378.97	\$ 264,378.97	\$ 675,272.00
5300 Employee Benefits				
5305 Health Benefits	\$ 2,890.20	\$ 14,451.00	\$ 14,451.00	\$ 36,684.00
5310 Retirement Benefits	\$ 989.92	\$ 8,908.28	\$ 8,908.28	\$ 23,736.00

	Current Period Actual	Year to Date Actual	Bennial to Date	Biennial Budget
Total 5300 Employee Benefits	\$ 3,880.12	\$ 23,359.28	\$ -	\$ 60,420.00
6000 Materials and Services				
6010 Professional Services	\$ 900.00	\$ 19,072.77	\$ 19,072.77	\$ 30,000.00
6011 Accounting Services		\$ -		\$ 2,000.00
6012 Legal Services		\$ -		\$ 3,000.00
6013 IT Services				
6014 General Services		\$ 5,531.25	\$ 5,531.25	
6015 Misc. Services	\$ 750.00	\$ 6,750.00	\$ 6,750.00	\$ 30,000.00
Total 6010 Professional Services	\$ 1,650.00	\$ 31,354.02	\$ -	\$ 65,000.00
6030 General Office Expenses				
6031 Office Supplies		\$ 262.63	\$ 262.63	\$ 5,000.00
6032 Office Equipment		\$ -		\$ 5,000.00
6033 Online Expenses	\$ 206.00	\$ 2,337.57	\$ 2,337.57	\$ 7,000.00
6036 ByWater Solutions		\$ -		\$ 44,000.00
6040 Copier Lease	\$ 337.73	\$ 2,127.21	\$ 2,127.21	\$ 7,000.00
6050 Mileage		\$ -	\$ -	\$ 5,000.00
6055 Orbis Cascade Alliance Courier		\$ 4,038.00	\$ 4,038.00	
6056 OCAC - LCLD		\$ -	\$ -	\$ 10,000.00
6060 Postage		\$ 176.11	\$ 176.11	\$ 5,000.00
6065 Professional Materials	\$ 48.00	\$ 269.77	\$ 269.77	\$ 3,000.00
6070 Public Relations	\$ 100.00	\$ 950.00	\$ 950.00	\$ 5,000.00
6075 Rent and Utilities		\$ -	\$ -	
6076 Electricity	\$ 186.60	\$ 701.54	\$ 701.54	\$ 4,000.00
6077 Maintenance and Supplies	\$ 52.50	\$ 484.58	\$ 484.58	\$ 4,000.00
6078 Gas		\$ -		
6079 Rent	\$ 1,300.00	\$ 13,000.00	\$ 13,000.00	\$ 34,000.00
6080 Telephone and Internet	\$ 139.97	\$ 1,212.13	\$ 1,212.13	\$ 4,000.00
6081 LCLD Garbage		\$ 223.20	\$ 223.20	\$ 1,000.00
6082 LCLD Water	\$ 57.29	\$ 537.88	\$ 537.88	\$ 4,000.00
6100 Supplies		\$ -		
6105 Vans		\$ -		
6106 Fuel	\$ 227.59	\$ 2,117.84	\$ 2,117.84	\$ 6,000.00
6107 Maintenance		\$ 78.00	\$ 78.00	\$ 4,000.00
6108 Supplies		\$ 53.09	\$ 53.09	\$ 3,000.00
Total 6030 General Office Expenses	\$ 2,655.68	\$ 28,569.55	\$ -	\$ 160,000.00
6300 Travel/Training/Membership				
6310 Membership Fees	\$ 266.00	\$ 1,530.37	\$ 1,530.37	\$ 10,000.00
6320 Registration/Training/Travel		\$ -		

	Current Period Actual	Year to Date Actual	Bennial to Date	Biennial Budget
6321 Registration		\$ 1,074.00	\$ 1,074.00	\$ 10,000.00
6322 Travel/Meals/Housing		\$ 68.04	\$ 68.04	\$ 10,000.00
Total 6300 Travel/Training/Membership	\$ 266.00	\$ 2,672.41 \$ -	\$ 2,672.41	\$ 30,000.00
6400 Operating Fees/Insurance				
6401 Misc. Fees		\$ 897.83	\$ 897.83	\$ 1,500.00
6410 Business Insurance		\$ 6,998.00	\$ 6,998.00	\$ 15,000.00
6420 Election Fees		\$ -		\$ 5,000.00
6430 Legal Notices		\$ 540.00	\$ 540.00	\$ 3,500.00
Total Operating Fees/Insurance	\$ -	\$ 8,435.83	\$ 8,435.83	\$ 25,000.00
6500 Reimbursement/Library Development				
6505 Contracted Library Services		\$ -		\$ 1,970,768.00
6510 Cataloging/Interlibrary Loan/Reference		\$ -		
6511 OCLC	\$ 3,778.17	\$ 36,401.75	\$ 36,401.75	\$ 150,000.00
Total 6510 Cataloging/Interlibrary Loan/Reference	\$ 3,778.17	\$ 36,401.75 \$ -	\$ 36,401.75	\$ 2,120,768.00
6520 Library Development				
6521 Support Local Libraries	\$ 3,500.00	\$ 3,500.00		
6523 Special Projects (Dolly Parton Imag. Library)		\$ -		\$ 10,000.00
6524 Summer Reading Programs		\$ 561.55	\$ 561.55	\$ 9,000.00
Total 6521 Support Local Libraries	\$ 3,500.00	\$ 4,061.55 \$ -	\$ 561.55	\$ 19,000.00
6525 Online Databases				
6526 Library2Go (Overdrive)		\$ 4,997.77	\$ 4,997.77	\$ 9,000.00
6527 Mango Languages		\$ -		\$ 400.00
6528 ProQuest (Heritage Quest)		\$ -		\$ 4,000.00
6529 Misc. Databases		\$ -		
Total 6525 Online Databases	\$ -	\$ 4,997.77	\$ 4,997.77	\$ 13,400.00
6550 Siletz				
6551 Materials, Supplies and Services	\$ 133.99	\$ 6,181.48	\$ 6,181.48	\$ 2,000.00
6554 Siletz Electricity		\$ 1,488.37	\$ 1,488.37	\$ 4,000.00
6555 Siletz Collection Development	\$ 230.43	\$ 3,439.78	\$ 3,439.78	\$ 8,000.00
6556 Siletz Water/Sewer	\$ 96.00	\$ 768.00	\$ 768.00	\$ 2,400.00
6557 Siletz Copier Lease	\$ 40.00	\$ 584.00	\$ 584.00	\$ 3,000.00
6558 Siletz Internet and Phone	\$ 146.34	\$ 1,424.60	\$ 1,424.60	\$ 3,000.00
6559 Siletz Gas	\$ 165.41	\$ 713.09	\$ 713.09	\$ 2,000.00
6560 Siletz Alarm	\$ 85.17	\$ 625.51	\$ 625.51	\$ 700.00
6561 Siletz Programming	\$ 35.10	\$ 928.78	\$ 928.78	\$ 1,820.00
6562 Siletz Repair & Maintenance	\$ 75.00	\$ 1,611.43	\$ 1,611.43	\$ 4,000.00
6563 Siletz Userful		\$ 2,614.00	\$ 2,614.00	
Total 6550 Siletz	\$ 1,007.44	\$ 20,379.04 \$ -	\$ 20,379.04	\$ 30,920.00

	Current Period Actual	Year to Date Actual	Bennial to Date	Biennial Budget
Total 6520 Library Development	\$ 4,507.44	\$ 29,438.36	\$ 25,938.36	\$ 63,320.00
6600 Library Reimbursement				
Lincoln City	\$ 23,530.00	\$ 211,772.00	\$ 211,772.00	
Newport	\$ 28,993.00	\$ 260,934.00	\$ 260,934.00	
Toledo	\$ 7,746.00	\$ 69,716.00	\$ 69,716.00	
Waldport	\$ 20,206.00	\$ 181,855.00	\$ 181,855.00	
Total Library Reimbursement	\$ 80,475.00	\$ 724,277.00	\$ 724,277.00	
6700 Bank Charges & Fees	\$ 25.95	\$ 262.00	\$ 262.00	
Total 6000 Materials and Services	\$ 93,358.24	\$ 861,410.92	\$ 857,910.92	
Uncategorized Expense				
7000 Capital Outlay				
7010 Office Furniture and Equipment				\$ 10,000.00
7011 Van Replacement				
7020 Van				\$ 10,000.00
Total 7000 Capital Outlay				
Operating Contingency				\$ 166,157.00
Move to 6015- Misc Service				\$ 15,000.00
Total Operating Contingency				\$ 151,157.00
Unappropriated Ending Balance				\$ 106,546.00
Total Expenditures	\$ 150,528.11	\$ -	\$ 1,149,149.17	\$ 2,317,833.83

Lincoln County Library District - ILS Feasibility Study

Advisory Board Survey Report

March 2022

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Lincoln County Library District - ILS Feasibility Study

Advisory Board Survey Report

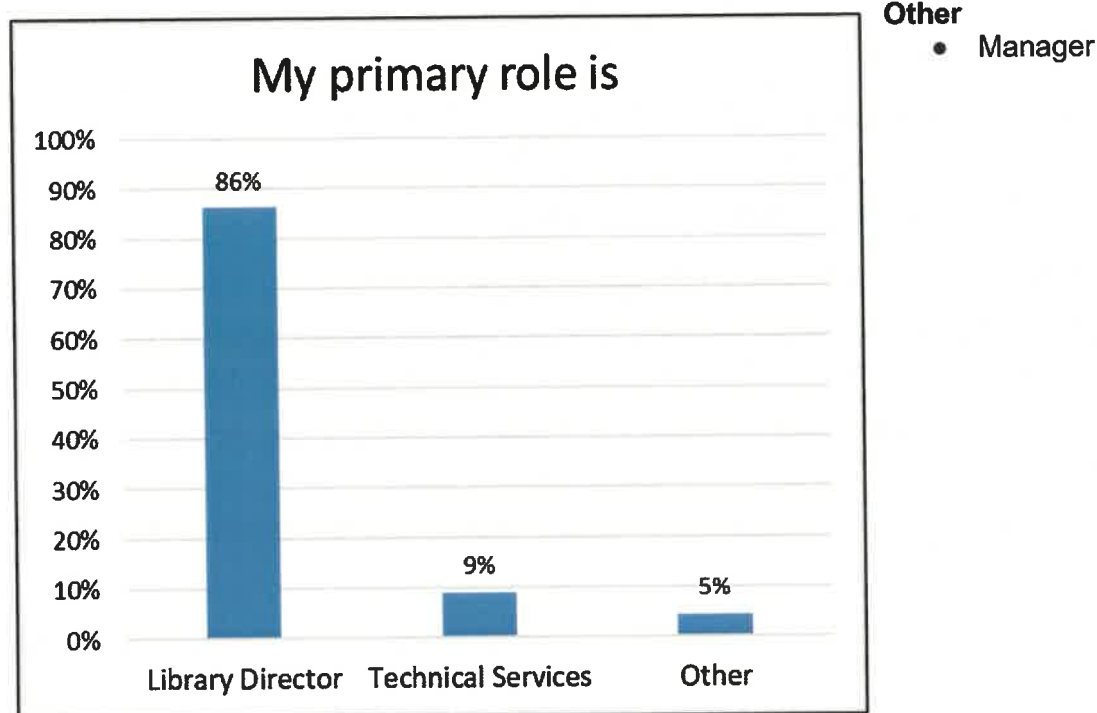
March 2022

Introduction

From January 20, 2022, to February 2, 2022 Carson Block Consulting, Inc. conducted a survey to the Advisory Board of the LCLD ILS Feasibility Study. There was a 100% rate of response among participating library staff.

Below you will find a summary of all questions. Open-ended questions will be summarized by supporting and concerned comments, summarized to avoid identifying details.

Q1. My primary role is...



Q2. Contact Information

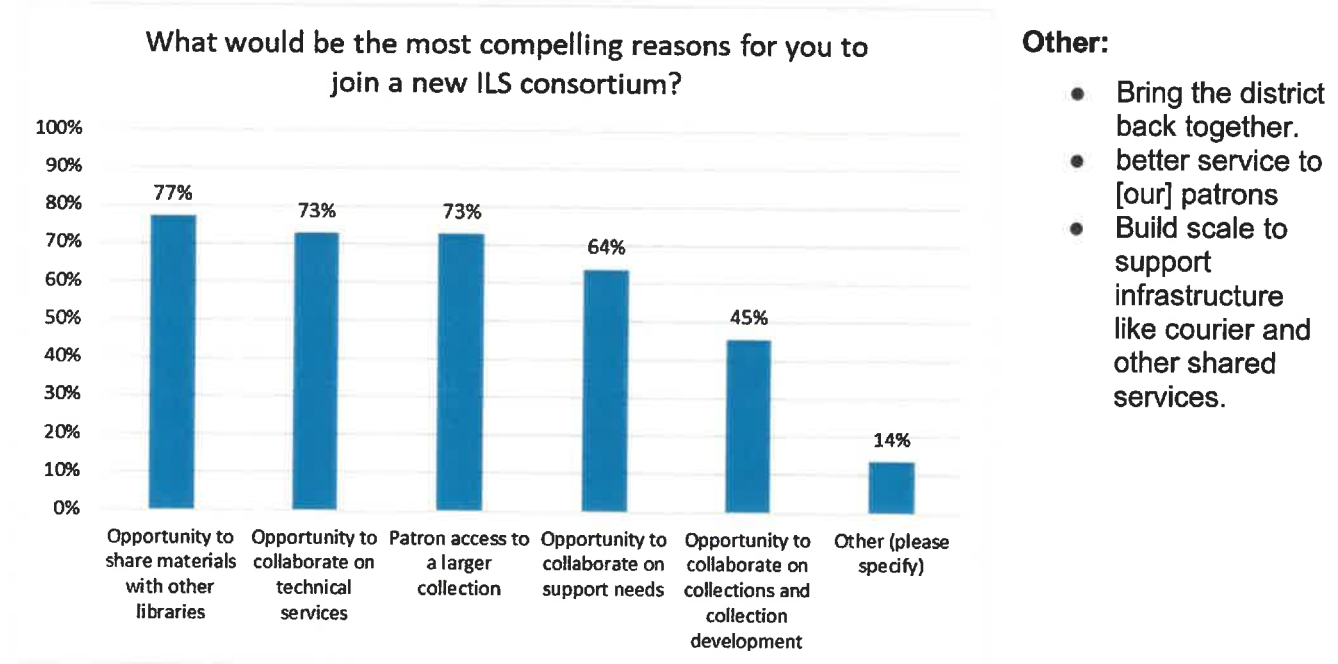
Omitted here for respondent privacy.

Lincoln County Library District - ILS Feasibility Study

Advisory Board Survey Report

March 2022

Q3. What would be the most compelling reasons for you to join a new ILS consortium? (Select all that apply)



Q4. What are your greatest concerns about joining a new ILS consortium?

This question received 15 responses. Eight responses cited cost or expense as being of primary concern. Other concerns expressed in the responses include:

- Taking up staff time or adding duties to staff that don't currently exist
- Apprehension about the process of setting up and expanding the consortium
- The decision-making process becoming more complicated with a larger group
- Negotiating relationships not only with other libraries that might be part of the new consortium, but with staff, patrons, and local governments
- Availability of materials for local use
- Maintaining cataloging standards across the entire consortium.

Lincoln County Library District - ILS Feasibility Study

Advisory Board Survey Report

March 2022

Q5. What do you feel are the strongest benefits of joining a new ILS consortium?

There were 15 responses to this question. The primary benefit noted was expanding the materials available to local patrons.

Other benefits of joining a new ILS consortium include:

- Shared technology (ILS and backend systems) support
- Collaboration between participating libraries on collection development, training, and technical services
- Easy for patrons to use libraries in multiple locations
- Consortial support and cost sharing for the ILS

Q6. What would be a deal-killer?

There were 13 responses to this question. Two respondents noted they didn't know if there was a deal-killer for this proposal, and another commented they didn't think there was one. The primary deal-killer noted by over half the respondents was a high, unpredictable, or unfair cost to individual libraries.

Other deal-killers noted include:

- Very long transit times
- If the ILS was less functional than what they currently have or if the new ILS was poorly supported
- If the final plan for the consortium was not detailed
- If the consortium resulted in a lack of flexibility and functionality
- A lack of dedicated staff to make the new system work
- Losing control and oversight of their own processes

Lincoln County Library District - ILS Feasibility Study

Advisory Board Survey Report

March 2022

Q7. What are your thoughts about possible consortium costs (e.g. is there a price or a price range that is particularly attractive to you as a possible consortium member)?

There were 12 responses to this question, with only 6 mentioning a specific dollar value. The other six shared no amount, but two respondents mentioned they would not like to pay more than what they currently pay for ILS services.

Dollar values mentioned:

- Under \$5,000 annually: 2
- Between \$5,000 and \$20,000 annually: 2
- Over \$20,000 annually: 3

Q8. What is the greatest benefit you could receive from a new ILS consortium?

There were 14 responses to this question, the most frequent response was to increase the availability of products and services for patrons.

Other greatest benefits noted:

- ILS management and the possibility of hiring a dedicated ILS manager
- Collaboration with other libraries in the consortium
- Reuniting previously connected libraries
- Potential cost savings
- Doing away with ILL requests from nearby libraries

Q9. What are the greatest things you can offer a new ILS consortium?

There were 13 responses to this question. The most frequent response was the collection their library offers, either special collections or well-rounded general collections that see high circulation and patron satisfaction.

Other offerings to a new ILS consortium include:

- Insight and innovation of new ideas and plans
- Various staff members with specialized knowledge or interests (technology, staff management, cataloging)

Lincoln County Library District - ILS Feasibility Study

Advisory Board Survey Report

March 2022

Q10. Please tell us about your current courier services - who provides the service, who you share with/geographic coverage, the performance of the courier, and any other helpful information.

There were 15 responses to this question. One respondent said they do not have a courier.

Performance by courier:

- LCLD - Seems to work well
- LCLD - Reliable but with a few hiccups
- Coos County - Operates 6 days a week, links with Curry County two times a week
- Coos Libraries Extended Services Office (unsure if same as previous) - Difficult time retaining employees in the last couple years
- Curry County Library Foundation - Contracted courier for delivery two times a week, also delivers items to Coos County
- In-house courier - Monday, Wednesday, and Friday
- Orbis-Cascade - ILL and intrasystem transfers

Q11. Please share the names of any consortiums that you're aware of that you feel are particularly successful - or unsuccessful – and why.

There were 9 responses to this question. Chinook Library Network was mentioned as cost-effective and appropriate for the area it serves, and that they use Koha. The Northwest Library Cooperative was cited as an "informal library district" that has been successfully created by neighboring cities.

Academic libraries mentioned the Oregon Community College Libraries Consortium, the Linn Libraries Consortium, and the Orbis Cascade Alliance.

Outside of the state, MOBIUS in Missouri, the Montana Shared Catalog, and WCLS (though the acronym was not expanded, it is presumed to be Whatcom County Library System in northern Washington State) were mentioned as library groups respondents were aware of or had heard good things.

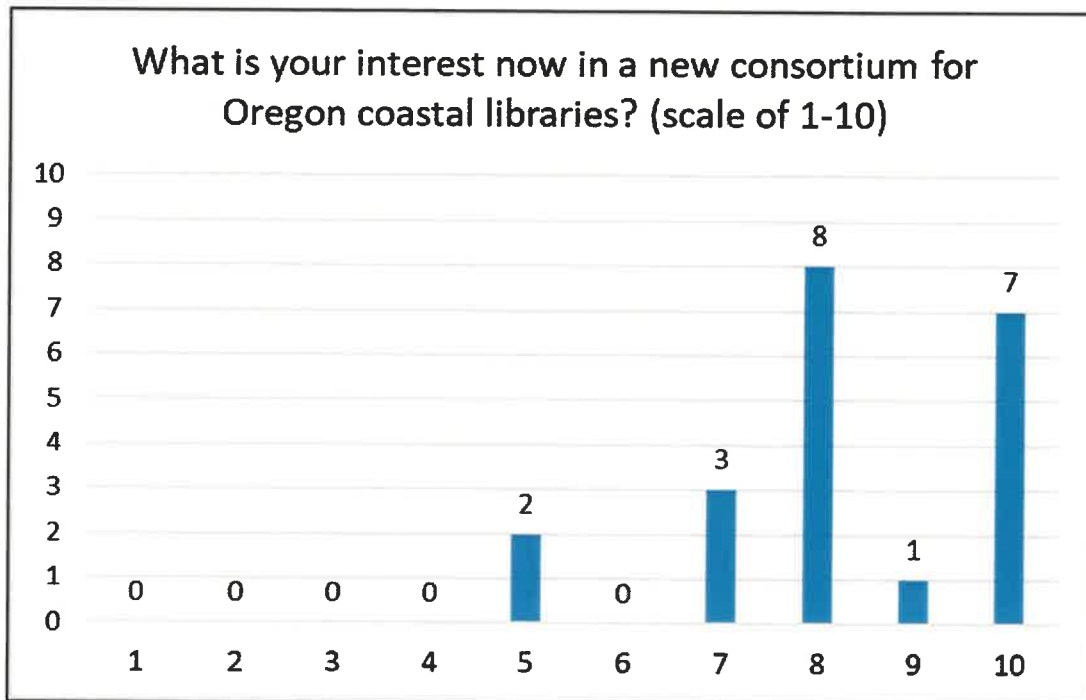
Lincoln County Library District - ILS Feasibility Study

Advisory Board Survey Report

March 2022

Q12. What is your interest now in a new consortium for Oregon coastal libraries? (scale of 1-10)

AVERAGE INTEREST SCORE: 8.2



**INTERGOVERNMENTAL AGREEMENT
FOR LIBRARY SERVICES**

This intergovernmental agreement ("IGA") is entered into by and between the Lincoln County Library District ("District") and the City of _____ ("City"), both Oregon municipal corporations. This IGA 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 voters in _____ to provide fee-free library services to District residents pursuant to ORS chapter 357; and

WHEREAS, ORS 357.261(10) and 357.410(2) authorize the District to contract with a local government unit to provide free use of the library for the residents of the local government unit, under such terms and conditions as may be agreed upon; and

WHEREAS, the District and the City desire to enter into an agreement whereby the City will provide fee-free library services ("Services") to District residents in exchange for receiving financial support from the District for this purpose; and

WHEREAS, the parties seek to establish terms and conditions for providing the Services and for reimbursement of the costs therefor;

NOW, THEREFORE, pursuant to the authorities granted in of ORS chapters 357 and 190, and for the mutual consideration herein stated, the parties agree as follows:

- 1. Provision of Library Services.** The City shall provide access to City-provided library services on a non-fee basis to any resident of the Lincoln County Library District showing a valid proof of residence within the District. Notwithstanding the foregoing, the City may charge fees for special services, including but not limited to, inter-library loan, photocopying, or other services, on an equal basis with fees charged to City's residents, but may not charge higher fees for such services to qualifying residents of the District.

The City's right to reimbursement under Sections 3 and 4 of this IGA is expressly conditioned upon the City's compliance with all duties and obligations described herein.

- 2. Level of Service; Deficiency Procedure.** The City shall provide and maintain services and facilities that meet or exceed the State Library of Oregon and Oregon Library Association "Minimum Conditions for Public Libraries in Oregon" ("the Standards") as such

requirements exist and are later modified or amended. Standards as of the effective date of this IGA are provided in Exhibit "A," which is attached hereto and incorporated herein by this reference. (*ATTACH*)

On or before November 15 of each year, the City shall submit a written report to the District describing how, on the basis of the most current available data, its Library meets or exceeds each of the Standards.

If the District determines or believes in good faith that a City's services and/or facilities fall below the Standards, the District may initiate the following procedure:

- A. The District shall notify the City in writing of the alleged deficiency or concern, stating in detail the basis for, and providing any evidence in support of, the allegations ("the Notice").
 - B. Within sixty (60) days of the Notice, at a mutually agreed-upon date, the parties shall convene a joint public hearing between the District's Board of Directors ("Board") and the City Council of the City ("Council") at a location designated by the City. At the hearing, the City shall have a full opportunity to respond to the District's allegations, including providing testimony or other evidence as the City deems appropriate.
 - C. At the close of the hearing, the District Board shall deliberate and make a final determination on the alleged deficiency or concern.
 - D. As soon as possible following the hearing, the District Board shall prepare and deliver to the City a written report that includes specific findings of fact and conclusions supporting its final determination, and any specific changes required to address the deficiency or concern.
 - E. If the deficiency or concern is not corrected within thirty (30) days after receipt of the written report, the District may terminate this IGA as provided in Section 9.
3. **Reimbursement Fund.** The District shall create a Reimbursement Fund for the sole purpose of providing reimbursement to the City under this IGA and to other cities under comparable contracts ("Participating Cities"). On an annual basis, the District shall deposit into the Reimbursement Fund seventy percent (70%) of its annual revenues ("Revenues") to meet its obligations to all Participating Cities for the ensuing fiscal year. "Revenues" under this section shall include taxes, forestry receipts, and uncollected taxes from previous years, but shall NOT include revenue from grants, donations, and bequests, the specific terms of which require the use of the revenues for other purposes.

Separately from the Reimbursement Fund, the District shall appropriate ten percent (10%) of its annual Revenues to provide direct services to Participating Cities. These direct services may include but are not limited to Courier and OCLC services, and shall be separate from the Shared Services described in section 6 of this IGA.

4. **Payment.** Subject to the availability of funds, the District shall make payments to the City from the Reimbursement Fund as follows, in accordance with the distribution formula set out in Section 5.
 - A. One-half of the amount due to the City will be provided no later than December 31 of each year.
 - B. Thereafter, the District shall make payments to the City on a monthly basis through the end of the District's fiscal year.
 - C. The City shall take all necessary steps to segregate funds received under this IGA, which shall be used exclusively to fund the Services. Failure to segregate library funds, or misuse of same, shall be grounds for termination of under Section 9 of this IGA.
5. **Reimbursement Formula.** The distribution of monies from the Reimbursement Fund shall be based on the following formula, calculated as of December 15 of each year:

See attached options.
6. **Shared Services.** From time to time, on mutual written agreement between the District Librarian and the respective representatives of all Participating Cities, the District may use monies from the Reimbursement Fund to provide specific services ("Shared Services") directly to all libraries eligible for reimbursement.

In the event of such an agreement, the District shall withdraw the amount of the agreed cost from the Reimbursement Fund to provide the Shared Services, with the balance of the Reimbursement Fund distributed to each City according to the distribution formula set out in Section 5.
7. **Annual Reporting.** City and District shall cooperatively complete and file with the Oregon State Library an annual report in accordance with ORS 357.520.
8. **Term of Agreement.** This IGA shall commence July 1, 2021, and unless earlier terminated pursuant to Section 9, shall automatically renew on the annual anniversary of the agreement.
9. **Termination.** Either party may terminate its participation in this IGA following thirty (30) days' written notice to the other party. In the event of early termination under this Section, the amount of compensation to be paid to the City shall be pro-rated for the fiscal year based upon the date of termination.
10. **Annual Review.** No later than January 15 of each year, the District will notify the City in writing of the date for an annual review of this IGA, including any changes being considered. The City may provide input on the proposed changes, or propose other changes, no later than March 1 of the same year. The following April, the District Board will hold a meeting to consider the City's input and determine whether any changes to the IGA are warranted. Any

modifications to IGA shall be made in writing and executed by the Parties in the manner provided in Section 13.

- 11. Access to Records.** The City shall allow District staff and representatives reasonable access to City records if requested, to audit and confirm compliance with this IGA.
- 12. Execution in Counterparts.** This IGA may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. No part of this IGA shall be effective until fully executed by the parties hereto.
- 13. Amendments.** This IGA may be amended in writing by mutual agreement of the parties. No amendment to this IGA shall be effective unless reduced to writing and fully executed by both parties hereto.
- 14. Complete Agreement.** This IGA, including any amendments hereto and any attachments incorporated herein, shall comprise the entire and complete agreement between the parties with respect to the subject matter herein described. This IGA shall replace and supersede any prior or contemporaneous agreements between the parties, whether written or oral, as they may relate to such subject matter.
- 15. Force Majeure.** If either party's performance of an obligation under this IGA (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any Legal Requirement or government order (and not attributable to an act or omission of the party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, war, civil disorder, strike, or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the party's control, whether or not the cause is specifically mentioned in this IGA, the party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind.
- 16. No Waiver.** Failure of either party to enforce its rights under this IGA shall not be deemed a waiver of that party's right to future enforcement.

DATED this _____ day of _____, 2021.

LINCOLN COUNTY LIBRARY DISTRICT

CITY OF XXXXXXXXX

LCLD Board President

City Manager

Reimbursement Formula

The District Board wanted to re-examine the basis of the revenue distribution model that has been in use for many years. The need goes beyond trying for a method or formula that satisfies District members, partners, and service providers. The ultimate project purpose was for the Board to decide on a fund use structure and methods that best align with the legislative intent and purposes of the District.

Funding formula parameters

1. Funding objectives are clearly identified and then attached to a formula element that is expected to achieve the objective.
2. Formula elements can be explained to support specific funding model objectives, such as:
 - a. Provides incentives for member jurisdictions to grow local funding levels
 - b. Provides funds for partners to serve District-area residents
 - c. Provides "library as place" allotment.
3. Allocates funds to partner libraries in fair proportion
4. Is based on clear, concrete, factual, impartial, and calculable numbers from reliable sources.
5. Can be applied consistently and administered routinely and mechanically by District staff
6. Can be tuned or changed to improve the alignment of finding with the formula objectives and evolving circumstances.

Adopted Model

Fund District administration 30%

Member libraries' local revenue incentive 1%

Member and Partner libraries' site base allotment (library as place) 5%

Member and Partner district-area per capita allotment (based on zip code population) 64%

