



Lincoln County Library District Board
Regular Meeting
Tuesday July 12, 2022
132 NE 15th
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 June 9, 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
Intergovernmental Agreement Discussion & Timeline	Director	Information
New Business		
Board Officers Election and Set Meetings for 2022-2023	President	Approval
Resolution 2022-7.1 to Change Bank Account Signatures	President	Approval
SDAO Best Practices Requirements for Insurance Discount	Director	Approval

Good of the Order		Information
Next District Board Meeting August 9, 2022		Information
Adjourn	President	Motion



Minutes
Lincoln County Library District
Board Meeting
June 9, 2022
132 NE 15th Newport, OR and Zoom
12:00 p.m.

ATTENDANCE—BOARD

Chris Boyle
Virginia Tardaewether
Carla Clark
Susan Garner

ATTENDANCE—STAFF

MaryKay Dahlgreen, District Director

CALL TO ORDER

Chris Boyle called the Regular Board Meeting to order at 12:04 p.m.

CALL THE ROLL AND ESTABLISH QUORUM

Quorum was established.

PUBLIC COMMENT

APPROVAL OF MEETING MINUTES

Virginia moved and Carla seconded approval of the Regular Board minutes of May 10, 2022.
Passed unanimously.

BOARD MEMBER REPORTS

DIRECTOR'S REPORT

We distributed 250 copies of *The Oregon Coast Quest Book* to partner and member libraries for summer reading program. The funding was provided by the Ready to Read Grant administered by the State Library of Oregon. The remainder of the 500 copies will be distributed when they arrive from Oregon Sea Grant.

LCLD will be co-hosting (with Oregon STEM Hub/Sea Grant) a Quest program at Big Creek Park on Tuesday July 12, 2022 from 5:00 to 7:00 p.m.

Lincoln County Reads 2022 Committee met to discuss programming ideas and publicity for local library programs and the virtual author events scheduled for October 16, 2022.

MaryKay met with the Oregon Library Association Legislative Committee to discuss their support for requesting changes to special district statute to provide for chronic absence of Board members. They agreed to support the request to SDAO which will be submitted by MaryKay and Christy Davis, Silver Falls Library District director, to the SDAO legislative committee.

ILS Feasibility Study focus groups will be held on June 6th at the Driftwood Library in Lincoln City and on June 8th at the Port Orford Public Library. This is the next phase in our federally funded (LSTA) project to lay the foundation for a shared library system in Lincoln County and perhaps beyond.

June 4, 2022 MaryKay is scheduled to judge 4H presentations for the Lincoln County Extension Service.

MaryKay attended the May 19th Siletz Valley Friends of the Library meeting to review the updated LCLD funding formula.

MaryKay will be on vacation from June 14th through 17th.

LCLD will be closed for Juneteenth on June 20, 2022. It is a holiday for staff.

FINANCIAL REPORT

Everything is on track. During new business MaryKay will bring a recommendation for a staff cost of living increase for the 2022-2023 year. Virginia moved and Susan seconded approval of the financial report. Passed unanimously.

OLD BUSINESS

Building Purchase Update

Ron Cole, building owner, has expressed an interest in carrying the contract on the sale of the office building to LCLD. He has some issues to resolve and will be ready to move forward in July or August.

Intergovernmental Agreement Update

MaryKay has been working with Eileen Eakins on the library services agreements with our partner and member libraries. A draft will be distributed to the Board in advance of the July 9, 2022 meeting.

NEW BUSINESS

Cost of Living Increase

MaryKay introduced Resolution #2022-6.1 adopting a 5% cost of living adjustment for LCLD staff. Carla moved and Virginia seconded adoption of Resolution #2022-6.1. Passed unanimously by voice vote.

NEXT DISTRICT BOARD MEETING

The next regular meeting of the LCLD Board will be held on Tuesday July 9, 2022 at noon at the LCLD office.

ADJOURNMENT

Meeting adjourned at 12:45 p.m.



Library Directors Report July 2022

General Updates

We have distributed over 400 copies of the *The Oregon Coast Quest Book* to partner and member libraries for summer reading program. The funding was provided by the Ready to Read Grant administered by the State Library of Oregon. We anticipate the additional 150 will be distributed in the next month.

LCLD will be co-hosting (with Oregon STEM Hub/Sea Grant) a Quest program at Big Creek Park on Tuesday July 12, 2022 from 5:00 to 7:00 p.m.

MaryKay was on vacation from June 14th through June 17th.

LCLD was closed on the 4th of July in celebration of independence day

Upcoming

MaryKay will be on vacation July 18, 19 and 20, 2022.

Lincoln County Library District
Statement of Revenues and Expenditures - Cash Basis
JUNE 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	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00
4020 Chinook Library Network		\$ 17,578.28	\$ 17,578.28	\$ 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	\$ 1,623.42	\$ 47,739.30	\$ 47,739.30	\$ 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		\$ 13,091.19	\$ 13,091.19	\$ 5,000.00
4090 State Forestry		15008.00	\$ 15,008.00	\$ 30,000.00
4104 Property Tax Revenue 20/21		\$ 13,149.29	\$ 13,149.29	
4105 Property Tax Revenue 21/22		\$ 1,447,938.57	\$ 1,447,938.57	\$ 1,407,691.50
4106 Property Tax Revenue 22/23	\$ 27,495.32	\$ -	\$ -	\$ 1,407,691.50
4800 Interest Income	\$ 271.38	\$ 2,537.93	\$ 2,537.93	\$ 2,000.00
4900 Miscellaneous Income	\$ 750.00	\$ 18,926.11	\$ 18,926.11	\$ 10,000.00
Total 4000 Revenues	\$ 40,140.12	\$ 1,603,495.94	\$ 1,603,495.94	\$ 3,048,483.00
Services				
Available Cash On Hand				\$ 400,000.00
Total Revenues	\$ 40,140.12	\$ 1,603,495.94	\$ 1,603,495.94	\$ 3,448,483.00
Expenditures				
5000 Personnel Services				
5100 Salaries and Wages	\$ 140,370.13	\$ 398,436.37	\$ 398,436.37	\$ 610,640.00
5200 Payroll Taxes	\$ 2,108.32	\$ 32,339.44	\$ 32,339.44	\$ 60,000.00
5250 Payroll Fees	\$ 430.15	\$ 2,749.58	\$ 2,749.58	\$ 4,632.00
Total 5000 Personnel Services	\$ 142,908.60	\$ 433,525.39	\$ 433,525.39	\$ 675,272.00
5300 Employee Benefits				
5305 Health Benefits	\$ 23.17	\$ 17,364.37	\$ 17,364.37	\$ 36,684.00
5310 Retirement Benefits	\$ 989.92	\$ 11,877.94	\$ 11,877.94	\$ 23,736.00
Total 5300 Employee Benefits	\$ 1,013.09	\$ 29,242.31	\$ 29,242.31	\$ 60,420.00
6000 Materials and Services				

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

	Current Period Actual	Year to Date Actual	Bennial to Date	Biennial Budget
6010 Professional Services				
6011 Accounting Services	\$ 450.00	\$ 19,972.77	\$ 19,972.77	\$ 30,000.00
6012 Legal Services		\$ -	\$ -	\$ 2,000.00
6013 IT Services		\$ 10,000.00	\$ 10,000.00	\$ 3,000.00
6014 General Services		\$ 5,531.25	\$ 5,531.25	
6015 Misc. Services	\$ 50.00	\$ 6,800.00	\$ 6,800.00	\$ 30,000.00
Total 6010 Professional Services	\$ 500.00	\$ 42,304.02	\$ 42,304.02	## \$ 65,000.00
6030 General Office Expenses				
6031 Office Supplies		\$ 429.78	\$ 429.78	\$ 5,000.00
6032 Office Equipment		\$ 759.00	\$ 759.00	\$ 5,000.00
6033 Online Expenses	\$ 165.99	\$ 2,656.73	\$ 2,656.73	\$ 7,000.00
6036 ByWater Solutions	\$ 21,634.00	\$ 21,634.00	\$ 21,634.00	\$ 44,000.00
6040 Copier Lease	\$ 402.66	\$ 2,977.87	\$ 2,977.87	\$ 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		\$ 269.77	\$ 269.77	\$ 3,000.00
6070 Public Relations		\$ 1,393.07	\$ 1,393.07	\$ 5,000.00
6075 Rent and Utilities	\$ 172.66	\$ -	\$ -	
6076 Electricity		\$ 1,007.08	\$ 1,007.08	\$ 4,000.00
6077 Maintenance and Supplies	\$ 60.00	\$ 694.58	\$ 694.58	\$ 4,000.00
6078 Gas		\$ -	\$ -	
6079 Rent	\$ 1,300.00	\$ 16,900.00	\$ 16,900.00	\$ 34,000.00
6080 Telephone and Internet	\$ 149.97	\$ 1,662.04	\$ 1,662.04	\$ 4,000.00
6081 LCLD Garbage		\$ 306.90	\$ 306.90	\$ 1,000.00
6082 LCLD Water	\$ 57.29	\$ 721.39	\$ 721.39	\$ 4,000.00
6100 Supplies		\$ -	\$ -	
6105 Vans		\$ -	\$ -	
6106 Fuel	\$ 313.65	\$ 3,097.49	\$ 3,097.49	\$ 6,000.00
6107 Maintenance		\$ 169.42	\$ 169.42	\$ 4,000.00
6108 Supplies		\$ 53.09	\$ 53.09	\$ 3,000.00
Total 6030 General Office Expenses	\$ 24,256.22	\$ 58,946.32	\$ 58,946.32	\$ 160,000.00
6300 Travel/Training/Membership				
6310 Membership Fees		\$ 1,710.37	\$ 1,710.37	\$ 10,000.00
6320 Registration/Training/Travel		\$ -	\$ -	

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

	Current Period Actual	Year to Date Actual	Bennial to Date	Biennial Budget
6321 Registration		\$ 1,149.00	\$ 1,149.00	\$ 10,000.00
6322 Travel/Meals/Housing	\$ 163.50	\$ 1,697.07	\$ 1,697.07	\$ 10,000.00
Total 6300 Travel/Training/Membership	\$ 163.50	\$ 4,556.44	\$ 4,556.44	\$ 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 6400 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	\$ 3,778.11	\$ 51,273.74	\$ 51,273.74	\$ 150,000.00
Total 6500 Cataloging/Interlibrary Loan/Reference	\$ 3,778.11	\$ 51,273.74	\$ 51,273.74	\$ 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	\$ 2,938.00	\$ 5,340.96	\$ 5,340.96	\$ 9,000.00
Total 6520 Support Local Libraries	\$ 2,938.00	\$ 8,840.96	\$ 8,840.96	\$ 19,000.00
6525 Online Databases				
6526 Library2Go (Overdrive)		\$ 4,997.77	\$ 4,997.77	\$ 9,000.00
6527 Mango Languages		\$ 200.00	\$ 200.00	\$ 400.00
6528 ProQuest (Heritage Quest)		\$ 2,027.57	\$ 2,027.57	\$ 4,000.00
6529 Misc. Databases		\$ -	\$ -	
Total 6525 Online Databases	\$ -	\$ 7,225.34	\$ 7,225.34	\$ 13,400.00
6550 Siletz				
6551 Materials, Supplies and Services	\$ 29.70	\$ 7,002.06	\$ 7,002.06	\$ 2,000.00
6554 Siletz Electricity	\$ 172.27	\$ 2,007.40	\$ 2,007.40	\$ 4,000.00
6555 Siletz Collection Development	\$ 281.59	\$ 4,375.18	\$ 4,375.18	\$ 8,000.00
6556 Siletz Water/Sewer		\$ 960.00	\$ 960.00	\$ 2,400.00
6557 Siletz Copier Lease	\$ 171.64	\$ 870.64	\$ 870.64	\$ 3,000.00
6558 Siletz Internet and Phone	\$ 145.81	\$ 1,862.51	\$ 1,862.51	\$ 3,000.00
6559 Siletz Gas	\$ 80.14	\$ 974.63	\$ 974.63	\$ 2,000.00
6560 Siletz Alarm	\$ 85.17	\$ 710.68	\$ 710.68	\$ 700.00
6561 Siletz Programming		\$ 1,088.78	\$ 1,088.78	\$ 1,820.00
6562 Siletz Repair & Maintenance	\$ 60.00	\$ 3,708.57	\$ 3,708.57	\$ 4,000.00

Lincoln County Library District **Statement of Revenues and Expenditures - Cash Basis**

JUNE and FYTD 21/22

	Current Period Actual	Year to Date Actual	Bennial to Date	Biennial Budget
6563 Siletz Useful		\$ 2,614.00	\$ 2,614.00	
Total 6550 Siletz	\$ 1,026.32	\$ 26,174.45	\$ 26,174.45	\$ 30,920.00
Total 6520 Library Development	\$ 3,964.32	\$ 42,240.75	\$ 42,240.75	\$ 63,320.00
6600 Library Reimbursement				
Lincoln City	\$ 23,530.00	\$ 282,362.00	\$ 282,362.00	
Newport	\$ 28,993.00	\$ 347,913.00	\$ 347,913.00	
Toledo	\$ 7,746.00	\$ 92,954.00	\$ 92,954.00	
Waldport	\$ 20,206.00	\$ 242,473.00	\$ 242,473.00	
Total 6600 Library Reimbursement	\$ 80,475.00	\$ 965,702.00	\$ 965,702.00	
6700 Bank Charges & Fees	\$ 16.00	\$ 330.00	\$ 330.00	
Total 6000 Materials and Services	\$ 113,153.15	\$ 1,173,789.10	\$ 1,173,789.10	
Uncategorized Expense				
6910 - CPA YE Adjustment		\$ 1,441.41		
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	\$ 257,074.84	\$ 1,636,556.80	\$ 1,636,556.80	\$ 3,463,483.00
				\$ 1,826,926.20

AGREEMENT FOR LIBRARY SERVICES

Lincoln County Library District

Draft June 2022

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

RECITALS

WHEREAS, the District was established by voters in 1988 to provide fee-free library services ("the 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, through written agreements the District provides funding and other support to the cities of Newport, Lincoln City, Toledo, Waldport, and Siletz to support provision of the Services for residents within and nearby the City; and

WHEREAS, the District's Board of Directors has determined that changes to the District's funding model are necessary to ensure allocation of funds equitably and fairly among member and partner libraries and the residents they serve; and

WHEREAS, the parties seek to establish terms and conditions for the continued provision of the Services and allocation of funding 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:

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 _____, in Lincoln County, Oregon.
- B. "County" means Lincoln County, Oregon.
- C. "District" means the Lincoln County 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 _____ Library.

2. **TERM.** This Agreement shall take effect _____, 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.

Commented [EE1]: Proposed time period to revisit the terms. No requirement to include this; it can be changed or deleted in this agreement as the board deems appropriate.

This process is separate from the process for disputes in Section 5.D.

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) Standards. 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) Unplanned Changes in Staffing and Operations. 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.~~
- ~~(4)(3) Library Closures. Notifying the District office of any unscheduled Library closures.~~
- ~~(5) 4) Interlibrary Loan. Participating in universal borrowing for all District residents.~~
- ~~(6) 5) Support for the District. Acknowledging the District's contributions on Library website, brochures, newsletters, etc. Providing other support and advocacy for the District upon request.~~
- ~~(7) 6) 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) 7) Annual Statistical Report. On or before _____ of each fiscal year, furnish to the District a copy of the Library's annual statistical report that is sent to the Oregon State Library.~~
- ~~(9) 8) Funding Conditions. Comply with all Funding Conditions described in Section 5 of this Agreement.~~
- ~~(10) 9) Financial Reporting.~~
 - (a) Account for all Library resources and expenditures through a separate freestanding fund or a readily identifiable department function within the City

Commented [EE2]: Prior draft of IGA required library to "meet or exceed the State Library of Oregon and Oregon Library Association "Minimum Conditions for Public Libraries in Oregon." This draft requires compliance with "Oregon Library Association Public Library Standards."

Commented [EE3]: Time frames are proposed. Can be modified as needed.

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)(10) ~~In Service Training. 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) Funding. 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) Annual Budget. 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 Lincoln County Treasurer, transfer to the City its proportionate share of the Funding

as described in Appendix A.

Commented [LCLD4]: We do this over 7 months starting in December

- (4) **District Director.** 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) **Technical Services.** Provide Technical Services, including cataloging assistance, resolving database issues, and one-on-one library site visits at least twice per year.
- ~~(6) Early Childhood Literacy Manager.~~ When appropriate and upon request, provide resources and services through the Early Childhood Literacy Program Manager.
- ~~(7) In-Service Staff Training.~~ 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)(6)~~ **Resource Sharing.** When, in the District's sole discretion, it is reasonable and cost-effective, the District shall provide the following shared resources:
 - (a) **Courier Service.** Contract courier services for delivery of books and other library materials from and to the participating libraries within the County.
 - ~~(b) Library Automation System.~~ Sage Library System membership levels for the libraries in Lincoln County. Libraries shall follow all Sage Library System policies and all District policies relating to the implementation of such policies.
 - ~~(c)(b)~~ **Public Resources.** Additional resources that will be accessible through the Library to a resident with a local library card.
 - ~~(d)(c)~~ **Joint Purchasing Opportunities.** When appropriate and upon agreement of all participating parties, pursue and coordinate joint purchasing opportunities.
 - ~~(e)(d)~~ **Professional Learning Opportunities.** Share free resources for training elected officials and non-Library personnel.
- ~~(9)(7)~~ **District Annual Service Plan (ALSP).** By May 1 of each year, provide a copy of the District's Annual 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. **Use of Funds.** The parties intend that Funding provided pursuant to paragraph 3.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. Annual Library Service Plan. 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. Budget Availability. The parties recognize that the District is a special taxing district which receives its funding through property tax receipts collected by Lincoln 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. Withholding Funding. If the City fails to comply with any term of this Agreement, the District shall notify the City in writing of any failure to comply and the parties shall work in good faith to promptly cure the failure. If the City fails to comply and substantial steps toward a cure are not taken within thirty (30) days of the date on the written notice, the District reserves the right to withhold distributions of Funding to the City until all terms are met. If after working in good faith the parties are unable to resolve the issue, either party may demand commencement of the dispute resolution process in Section 11 of the Agreement.

E. Changes to Funding Formula. 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.

Commented [EE5]: Review proposed process to see if it reflects the board's wishes. In summary, this paragraph requires the parties to work in good faith to resolve the issue. It reserves the District's right to withhold funding if the problem isn't resolved, but doesn't require you to do so. It allows either party to go to formal dispute resolution if good-faith discussions don't work.

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.

Commented [EE6]: Three-year period is proposed. Can be changes as appropriate in this agreement, or it can be rolled into the renegotiation process in Section 3. Pulling it out separately here will allow it to be modified without necessarily having to invoke the renegotiation process in Section 3.

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 _____
[Address]

Lincoln County Library District
PO Box 2027
Newport, OR 97365

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 Lincoln County, Oregon.
11. **DISPUTE RESOLUTION.**
- A. Negotiation. 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. Mediation. 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. Arbitration. 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 Lincoln County Circuit Court will choose an arbitrator. The arbitration shall take place in Lincoln 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.** Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act [ORS 30.260 to 30.300], each party shall defend, indemnify and hold the other party harmless from any claims, damages, suits or actions, including third-party actions, arising out of or in connection with the indemnifying party's performance 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.
15. **COMPLETE AGREEMENT.** This Agreement represents the parties' complete

understanding of the terms and conditions stated herein. It shall supersede any prior or concurrent written or oral agreement or understanding, whether formal or informal.

IT IS HEREBY AGREED:

**LINCOLN SPECIAL LIBRARY
DISTRICT**

CITY

Board President

City Manager/Mayor

Board Secretary

ATTEST:
City Manager/City Recorder

_____, 20____
Date

_____, 20____
Date

ATTACHMENTS:

Appendix A: Distribution of Funds

Appendix B: Oregon Library Association (OLA) Standards for Oregon Public Libraries –
Minimum Standards

Appendix C: LCLD District Governance Outline

Commented [EE7]: Revise list of attachments as appropriate.

AGREEMENT FOR LIBRARY SERVICES

Lincoln County Library District

Draft June 2022

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

RECITALS

WHEREAS, the District was established by voters in 1988 to provide fee-free library services ("the 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, through written agreements the District provides funding and other support to the cities of Newport, Lincoln City, Toledo, Waldport, and Siletz to support provision of the Services for residents within and nearby the City; and

WHEREAS, the District's Board of Directors has determined that changes to the District's funding model are necessary to ensure allocation of funds equitably and fairly among member and partner libraries and the residents they serve; and

WHEREAS, the parties seek to establish terms and conditions for the continued provision of the Services and allocation of funding 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:

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 Siletz, in Lincoln County, Oregon.
- B. "County" means Lincoln County, Oregon.
- C. "District" means the Lincoln County 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 Siletz Library.

2. **TERM.** This Agreement shall take effect _____, 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.

Commented [EE1]: Proposed time period to revisit the terms. No requirement to include this; it can be changed or deleted in this agreement as the board deems appropriate.

This process is separate from the process for disputes in Section 5.D.

4. DUTIES AND OBLIGATIONS OF THE PARTIES.

- A. **For the City.** For the duration of this Agreement, the City's obligations under this Agreement shall be as follows:

- (1) **Library Building.** Provide use of the library building located at _____ ("the Building") and any necessary fixtures therein, solely for library services for residents of the City and the District;
- (2) **Maintenance.** At the City's sole expense, maintain the Building in good condition suitable for the services described in this Agreement, including providing janitorial services, building maintenance, and trash removal in and around the Building.
- (3) **Utilities.** At the City's sole expense, provide utility services to the Building, including but not limited to sewer, water, electricity, telephone services, and internet services.
- (4) **Insurance.** At the City's sole expense, obtain and maintain property, casualty, and general liability insurance coverage in sufficient amounts to insure the Building and its contents from fire, flood, weather events, theft, personal injury, or other losses or claims associated with use of the Building.

Commented [LCLD2]: We are going to have to negotiate this because right now they don't pay utilities or maintenance. I would like to leave it in, especially since it is in the current IGA.

- B. **For the District.** Subject to the availability of funds, the District's obligations under this Agreement shall be as follows:

- (1) Determine appropriate staffing levels and provide adequate staffing for library services during hours of operation mutually determined by the parties, but for no less than thirty (30) hours per week.

Commented [LCLD3]: Is this where we put in the funding formula as determining how much money the District spends on them each year?

- (2) Assume all duties of an employer for library staff, including but not limited to recruiting and hiring; directing and supervising staff performance; providing and administering programs for compensation and benefits; and establishing and administering employment policies applicable to library staff.
- (3) Establish and administer purchasing, lending, and circulation policies consistent with those of other libraries within the District. Items purchased for the Siletz Library shall become the property of the Siletz Library.
- (4) Meet or exceed the Oregon Library Association's Standards for Oregon Public Libraries (current edition) where applicable.
- (5) Complete and file with the Oregon State Library an annual report in accordance with ORS 357.520.
- (6) At the District's sole expense, provide and maintain liability coverage, including workers compensation insurance pursuant to ORS chapter 656, in sufficient types and amounts to insure against the reasonable and customary risks incurred by employees, volunteers, officers, and agents in the course of performing the duties herein described.
- (7) Provide regular communication to, and consult with, the Siletz ~~Civic Club~~ City Council as appropriate on matters affecting library services.

5. GENERAL TERMS AND CONDITIONS.

- A. **Budget Availability.** The parties recognize that the District is a special taxing district which receives its funding through property tax receipts collected by Lincoln 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.
- B. **Withholding Funding.** If the City fails to comply with any term of this Agreement, the District shall notify the City in writing of any failure to comply and the parties shall work in good faith to promptly cure the failure. If after working in good faith the parties are unable to resolve the issue, either party may demand commencement of the dispute resolution process in Section 11 of the Agreement.

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.

Commented [EE4]: Review proposed process to see if it reflects the board's wishes. In summary, this paragraph requires the parties to work in good faith to resolve the issue. It reserves the District's right to withhold funding if the problem isn't resolved, but doesn't require you to do so. It allows either party to go to formal dispute resolution if good-faith discussions don't work.

Commented [LCLD5R4]: Good

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 _____

[Address]

Lincoln County Library District
PO Box 2027
Newport, OR 97365

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.
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 - B. **Mediation.** 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. **Arbitration.** 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 Lincoln County Circuit Court will choose an arbitrator. The arbitration shall take place in Lincoln 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.** Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act [ORS 30.260 to 30.300], each party shall defend, indemnify and hold the other party harmless from any claims, damages, suits or actions, including third-party actions,

arising out of or in connection with the indemnifying party's performance 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.

15. COMPLETE AGREEMENT. This Agreement represents the parties' complete understanding of the terms and conditions stated herein. It shall supersede any prior or concurrent written or oral agreement or understanding, whether formal or informal.

IT IS HEREBY AGREED:

**LINCOLN SPECIAL LIBRARY
DISTRICT**

CITY OF SILETZ

Board President

City Manager/Mayor

Board Secretary

ATTEST: _____
City Manager/City Recorder

_____, 20____
Date

_____, 20____
Date

ATTACHMENTS:

Commented [EE6]: Because it doesn't provide funding in the same way as other libraries, this agreement does not reference any attachments. If there are any, revise the agreement to reference them where indicated and list them here.

Commented [LCLD7R6]: We do use the funding formula for Siletz so maybe we should include that

RESOLUTION No. 2022-7.1
AUTHORIZING LCLD BOARD MEMBERS TO HAVE
SIGNATORY AUTHORITY ON U.S. BANK ACCOUNTS

WHEREAS, dual signatures are required on all checks written for payment of LCLD expenses, and;

WHEREAS, there has been turnover in LCLD Board members since signature cards were last signed in 2018,

NOW THEREFORE, BE IT RESOLVED, that the Board authorizes the current members of the LCLD Board (Chris Boyle, Virginia Tardaewether, Carla Clark, Susan Garner) and the current LCLD Director, MaryKay Dahlgreen, be authorized to sign checks on the LCLD US Bank accounts.

The above resolution statements were approved and declared adopted on this 12th day of July, 2022.

Chris Boyle, President, LCLD Board

MaryKay Dahlgreen, LCLD Director

2. Board Duties and Responsibilities Policy | Credit: 2%

In order to receive the 2% credit, your district must have adopted a policy regarding board duties and responsibilities. A sample policy will be available at www.sdao.com/best-practices-program in the spring.

3. Board Duties and Responsibilities Checklist | Credit: 2%

To receive credit in this category, you must complete the self-evaluation checklist that is available within the Best Practices Survey located on the SDIS Insurance Site (www.sdis.org). The checklist can be viewed once you have opened the survey. The survey will go live on the Insurance Site in spring of 2022.

4. SDAO/SDIS Training | Credit: 2%

You must certify that ALL members of the board have attended **one** online or in person class regarding board members duties and responsibilities **or** the board can engage in a Board Practices Assessment conducted by an SDAO consultant. The following are some *examples* the trainings that qualify:

- **SDAO Board of Directors and Management Staff Regional Training**
- **Board Duties and Responsibilities Pre-Conference Training** *(This training will be streamed on February 10th during the 2022 SDAO Annual Conference on the virtual conference platform.)*
- **OFDDA/OFCA board trainings sponsored by SDAO**
- **Boardsmanship 301** – *(Online training video viewable at www.sdao.com/training-videos)*
- **Boardroom Dancing** – *(Online training video viewable at www.sdao.com/training-videos)*

To sign up for a Board Practices Assessment, please contact Shanta Carter, Consulting Services Administrator, at scarter@sdao.com.

5. Board Member Education Program | Credit: 2%

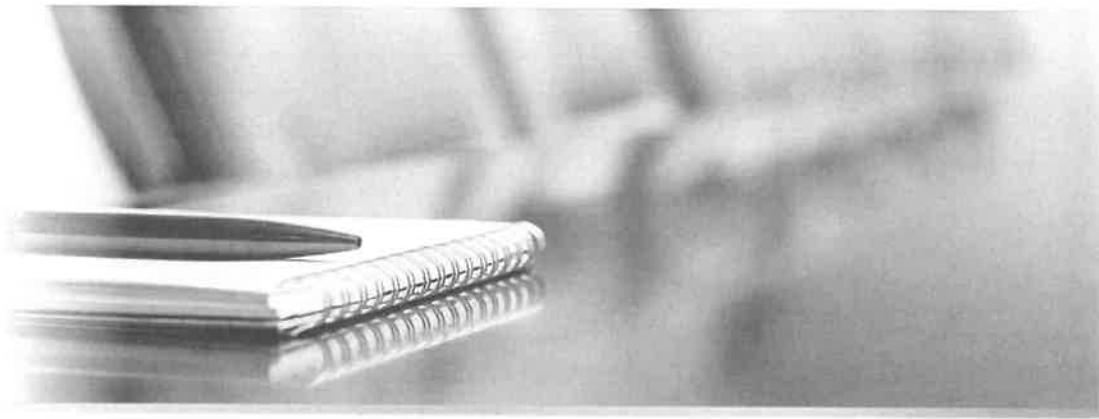
To receive the credit in this category, **at least two (2)** members of the board will need to enroll in the SDAO Board Leadership Academy (all district types) OR in the SDAO/OFDDA Fire District Directors Academy (applicable to fire districts). There is **no cost** to enroll in these board education programs.

Eligible individuals will need to complete an enrollment form located on the SDAO website at www.sdao.com/sdao-board-leadership-academy or www.sdao.com/sdao-ofdda-fire-district-directors-academy and submit it to SDAO Member Services (memberservices@sdao.com) to enroll.

Receiving Credit

To receive credit, a district representative must complete the Best Practices Survey (located online on the SDIS Insurance Site) and click the Save button at the upper right-hand corner of the screen. Credit will only be awarded in a category when a box within that section is checked. If you cannot answer "yes" to at least one question within that category, credit will not be recorded. Your district will be notified by email this spring when the survey becomes available online. The survey **must** be submitted by a district representative who will verify completion of the credit requirements within the survey. Training credits taken by members are not automatically updated in the Best Practices Survey and must be manually checked off by the member. **Please note, each district is responsible for completing their own survey online. The deadline to complete the survey is Nov. 4, 2022.**

If you have any questions regarding the Best Practices Program or need help completing it online, please contact Jaime Keeling at jkeeling@sdao.com or 800.285.5461 ext. 122.



SDAO BOARD LEADERSHIP ACADEMY

Participant Application

PARTICIPANT INFORMATION

Name: _____ **Title:** _____

District: _____

Address: _____

City

State

ZIP Code

Phone: _____ **Email:** _____

☐ I wish to participate in the SDAO Board Leadership Academy.

☐ I understand that there is no obligation to complete the program, however the bronze-level requirements must be completed within three years of my enrollment date in order to obtain certification. Once the bronze-level certificate has been received, there is no time limit to complete the silver and gold-level requirements for program completion.

Signature: _____ **Date:** _____

HOW TO APPLY

Please complete this application and send by mail, email, or fax to:

SDAO | PO Box 12613 | Salem, Oregon 97309
Fax: 503-371-4781 | Email: MemberServices@sdao.com



Board Leadership Academy Tracking Worksheet

Participant Name: _____

District: _____

It is the participant's responsibility to track their progress through the program. Once all required trainings have been taken, please send a copy of this worksheet along with training certificates of completion to SDAO.

MODULE 1: BOARD MEMBER BASICS		
TRAINING TOPIC	TRAINING METHOD (e.g. seminar, webinar)*	COMPLETION DATE
Powers and Protections		
Roles and Responsibilities		
Representing the Board		
Ordinances and Resolutions		
Ethics		
Public Meetings		

**Participants will need to complete modules 1 and 2 to receive a bronze-level certificate.*

MODULE 2: STATUTORY RESPONSIBILITIES		
TRAINING TOPIC	TRAINING METHOD (e.g. seminar, webinar)*	COMPLETION DATE
Public Records		
Public Contracting		
Local Budgeting and Finance		

**Participants will need to complete modules 1 and 2 to receive a bronze-level certificate.*

MODULE 3: RISK MANAGEMENT		
TRAINING TOPIC	TRAINING METHOD (e.g. in-person, online)*	COMPLETION DATE
Analyzing Exposure to Risk		
ADA Compliance		
General Risk Management		
Contingency Plans: Disaster Preparedness & Succession Planning		

**Participants will need to complete modules 1-3 to receive a silver-level certificate*

**MODULE 4:
HUMAN RESOURCES**

TRAINING TOPIC	TRAINING METHOD (e.g. seminar, webinar)*	COMPLETION DATE
Harassment and Discrimination		
Wrongful Termination		
Cultural Diversity		
Evaluating your Executive Director / General Manager		

**Participants will need to complete modules 1-4 to receive a gold-level certificate.*

Participant

Signature: _____ **Date:** _____

HOW TO SUBMIT

Once you have completed this worksheet, please send it along with training certificates of completion to SDAO by mail, email, or fax to:

SDAO | PO Box 12613 | Salem, Oregon 97309
Fax: 503-371-4781 | Email: MemberServices@sdao.com