



**UMATILLA COUNTY  
SPECIAL LIBRARY  
DISTRICT**

Strengthening our community libraries

211 SW 1st Street  
PO Box 1689  
Pendleton, OR 97801

Phone (541) 276-6449

November 27, 2018

Mr. Byron Smith  
City Manager  
City of Hermiston  
180 NE 2nd Street  
Hermiston, OR 97838

Dear Mr. Smith,

Enclosed are two copies of the new Agreement for Library Services to Umatilla County residents effective July 1, 2019. The current Agreement expires June 30, 2019. This letter serves as written notice of termination of the current Agreement as of June 30, 2019 and the introduction of a new Agreement beginning July 1, 2019.

The Umatilla County Special Library District (UCSLD) Board, working with staff assistance, has modified the Agreement to include updated language about services provided by the District, listing the requirements for the Agreement and targeting new 2018 Oregon Library Association Standards for Public Libraries and adding a signature line for Library Directors.

The Agreement continues the same provisions as the current Agreement removing those that were outdated and clarifying those that created questions.

Please review and have your elected body approve this agreement prior to May 15, 2019. Please sign both copies, retain the one copy for your files and return one copy to the District at the following address:

Umatilla County Special Library District, P.O. Box 1689, Pendleton, OR 97801

Should you have questions, please contact the UCSLD office at 541-276-6449.

Sincerely,

Erin McCusker  
District Director

Enclosures:

New Agreement  
Appendices A, B, C

## AGREEMENT FOR LIBRARY SERVICES

### PARTIES.

This agreement, effective July 1, 2019, is entered into by and between the Umatilla County Special Library District, an Oregon municipal corporation, hereinafter referred to as "the District", the City of Hermiston, an Oregon municipal corporation, hereinafter referred to as "the City" and the Library of Hermiston City, hereinafter referred to as "the Library."

### RECITALS.

WHEREAS the District has been established by the voters of Umatilla County to provide library services and financing to the libraries of the various cities in Umatilla County. The residents of the City of Hermiston have elected to remain separate from the District. The City offers library services to residents of the City and to residents dwelling outside the City and within District boundaries. The ratio of the two service populations is approximately 2/3 City to 1/3 District. The City agrees to compensate District for agreed upon special services, i.e. courier, integrated regional resource sharing, etc., that are provided by the District on a pro-rated basis in proportion to the two service populations. Therefore, the District and the City desire to enter into an intergovernmental agreement pursuant to Oregon law as currently provided in ORS Chapter 190.

NOW, THEREFORE, in consideration of the obligations and responsibilities of the parties stated herein, the parties agree as follows:

#### I. DEFINITIONS.

"the City" means the City of Hermiston, Umatilla County, Oregon.

"County" means Umatilla County, State of Oregon.

"the District" means the Umatilla County Special Library District.

"the Library" means the City of Hermiston Library.

#### II. FUNDING.

A. The District agrees to pay to the City such amounts annually as are established through the District's budgeting processes and procedures, to financially support the operation of the Library and the implementation of the Library's Annual Library Service Plan (ALSP).

B. Receipt of funding is contingent on the District's receiving and approving the Annual Library Service Plan from the Library in a timely manner.

The Annual Library Service Plan proposal for the next fiscal year is due to the District on or before May 1<sup>st</sup> of the current fiscal year and shall be based on District guidelines for programs and services.

C. These funds may not be used by the City for the purchase, rehabilitation, or maintenance of a building or of the grounds for the City library, nor the structural modification of an existing City library. Therefore, these funds would be prohibited from being used, for example, for paint, roofing materials, cooling or heating

systems and other non-routine problems such as broken windows, plumbing etc.

- D. Contingency as to Funding: The parties to this agreement 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, then 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.
- E. Compliance: If the City fails to comply with the terms of this agreement, the District may withhold distributions of funds to the city until agreement terms are met.

### III. MUTUAL SERVICES.

- A. The District shall provide the following coordinated services to the City:
  - (1) Annual Budget: At the earliest possible time, the District shall provide a copy of its anticipated annual funding distribution amounts to the City and the Library so both can include that funding amount within its budgeting process. The parties recognize that both the budget for the District and City must conform to Oregon laws and the Oregon Constitution and that the District will provide the City with the District budget within sufficient time to allow adoption of the City budget.
  - (2) Distribution of Funds: The District shall promptly upon receipt of property tax revenues from the Umatilla County Treasurer transfer to the City such portion of the said funds as are to be distributed to the City in accordance with the budgeted amount for such distribution.
  - (3) District Director: The District shall provide District Director services including the providing of advice, sharing of information, serving as a resource, and assisting in the general problem solving of issues.
  - (4) Technical Services Manager: The District shall provide Technical Services Manager services including cataloging assistance, problem solving with database issues, and one-on-one library site visits at least twice a year.
  - (5) Early Childhood Literacy Manager: When appropriate and upon request, the Early Childhood Literacy Program Manager will provide resources and services to the Library.
  - (6) Communication Liaison: When appropriate the District Director shall act as a Communication Liaison for cooperative projects.
  - (7) Joint Purchasing Opportunities: When appropriate and agreed upon, the

District shall, for the benefit of the City/Library, engage in joint purchasing opportunities.

- (8) District In-Service Staff Training: The District shall create a Training Planning Committee from among Library staff. The District will facilitate the presentation of a minimum of two trainings per year. Training topics will be based on District and Library program priorities/needs and will be for all paid full-time and part-time library staff. The District will fund a training budget. The Library will be closed for these trainings.
- (9) Professional Learning Opportunities for the District, Cities and local Library Boards: The District shall appoint a Planning Committee from among Library Board Members and will assist them in coordinating a minimum of one of these learning opportunities annually. Topics of these opportunities will be based on District and Library program priorities/needs and will be for District Board members, Library Board members and City representatives (Mayor, City Manager, Council members, City Recorder). The District will fund a training budget.
- (10) Resource Sharing
  - a. Courier Service: The District shall, when reasonable & cost effective, provide contract courier services for delivery of books and other library materials from and to the participating libraries within the County, and the District shall pay its proportionate cost of such courier services.
  - b. Library Automation System: The District shall maintain Sage Library System membership levels for the libraries in Umatilla County that are reasonable and cost effective as determined by the District Library Board of Directors. Libraries shall follow Sage Library System policies. The District shall pay its proportionate cost of the Sage Library System.
  - c. Resources: The District shall provide, as long as it is reasonable and cost effective, resources that will be accessible through the Library to a resident with a local library card. The District shall pay its proportionate cost of the resources.
- (11) District Annual Service Plan: The District shall provide a copy of the District's Annual Service Plan on the District website by May 1<sup>st</sup> each year for public viewing. A hard copy of the Plan will be made available upon request.
- (12) Evaluation of the Library's Annual Service Plan (ALSP): The District will provide an evaluation process of the Library's previous fiscal year's ALSP no later than October 31<sup>st</sup> of the current year.

B. The Library agrees to do the following:

- (1) Provide an Annual Library Service Plan for the next fiscal year to the District by May 1<sup>st</sup>.

- (2) Present in person and in writing the Annual Library Service Plan Review to the District Board of Directors by October 31<sup>st</sup>.
- (3) Annual Statistical Report: The Library shall furnish to the District a copy of the Library's annual statistical report that is sent to the Oregon State Library on or before October 10<sup>th</sup> of each fiscal year.
- (4) The Library will strive to meet 2018 Oregon Library Association Public Library Standards in the number of hours open, staffing levels, and collection size.
- (5) Library Closures: The Library will notify the District office of any unscheduled library closures.
- (6) Interlibrary Loan: The Library will participate in universal borrowing for all District residents. The District will, providing costs are reasonable and within District budget constraints, pay its proportionate costs for the Sage Library System and county wide courier service.
- (7) Support for the District: The Library will advocate for and support the District by acknowledging the District's contributions by listing partnership, etc. on library web site, brochures, newsletters, etc. The Library will support the District as requested by District.

C. The City agrees to do the following:

- (1) Budget: City shall provide a copy of its annual adopted Library budget, which includes the use of funds from the District on or before October 10<sup>th</sup> of each fiscal year.
- (2) Library Fund: The City agrees to account for all library resources and expenditures through a separate freestanding fund or a readily identifiable department function within the City General Fund both to be accounted for by the ORS and GASB accounting principles.
- (3) Unexpended Funds: The City agrees that any unexpended District cash will be budgeted as beginning cash balance in the next year's Library budget in accordance with Oregon Budget Law.
- (4) Financial Reports: The City agrees to provide monthly, all necessary library related financial reports to the Library Director and Library Board.
- (5) Annual Audit: The City shall provide an annual audit showing receipt of funds from the District and their subsequent expenditures on or before February 1<sup>st</sup> of the following fiscal year.
- (6) District In-Service Training Meetings: Library staff wages and benefits shall be paid by the City for these in-service trainings including City

reimbursement for reasonable and customary mileage, meals, substitutes, etc. The Library will close for these trainings.

- (7) Authority of City: The authority and functions for governing the Library shall include:
- a. Purchasing materials, supplies, equipment and services necessary for the setup and continued operation of the Library.
  - 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. Paying the Head Librarian/Library Director a salary at not less than 150% of the State of Oregon minimum wage.
  - g. Employing or terminating a director, or other employees.
  - h. Taking any other action necessary and proper for the management of the Library and the performance of its functions.
- (8) All gifts, grant, contributions or fees received by the City for library services from any source other than the District are exclusively those of the Library.

#### IV. PROHIBITION OF DISENFRANCHISEMENT

Patrons living outside the city limits of their home library shall not be excluded from public discussions regarding their home library matters.

#### V. ADDITIONAL PROVISIONS.

- A. Non-Employees/Professional Services Recognition: Any and all employees of the City while engaged or performing any work or service required by them under this agreement shall be considered employees of the City only and not employees of the Library District and any claims that may arise under the Workers' Compensation Act on behalf of the said employees while so engaged and any and

all claims made by third parties as a consequence of any act or omission on the part of them or their employees while so engaged on any of the work or services provided to be rendered herein shall be the sole obligation and responsibility of City.

- B. Notices: Any notice 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  
180 NE 2<sup>nd</sup> Street  
Hermiston, OR 97838

Umatilla County Special Library District  
PO Box 1689  
Pendleton, OR 97801

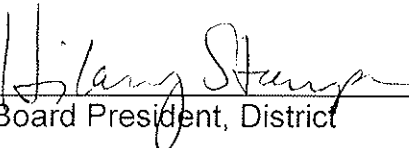
- C. Severability: If any part, paragraph, section or provision of the agreement is adjudged to be invalid by any court of competent jurisdiction; such adjudication shall not affect the validity of any remaining section, part or provision of this agreement.
- D. Governing Law: This agreement and the party's rights under it shall be construed and regulated by the laws of the State of Oregon and venue for any dispute hereunder shall lie in Pendleton, Umatilla County, Oregon.
- E. Mediation: Prior to any 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. 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.
- F. 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; and if the parties cannot agree on an arbitrator, the presiding judge of the Umatilla County Circuit Court will choose an arbitrator.
- G. Procedure for Arbitration: The arbitration shall proceed according to the Oregon Statutes governing arbitration, and the award of the arbitrators shall have the effect therein provided. The arbitration shall take place in Umatilla County. 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.
- H. Indemnity: City hereby agrees to 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 by the City.
- I. Termination: Any party may terminate without cause by giving written notice to all other parties not less than six (6) months prior to the end of the fiscal year. Such

termination shall become effective at midnight of the last calendar day of the fiscal year in which such notice is given. This agreement shall be automatically extended from year to year on the same terms and conditions unless it is terminated as set forth in sentences one and two above or by mutual agreement of the parties

J. Modification: This agreement may only be amended by mutual written consent of both parties.

K. This document is subject to review every three (3) years.

SIGNED:

  
Board President, District

  
Board Secretary, District

\_\_\_\_\_  
City Manager/Mayor,  
City of Hermiston

\_\_\_\_\_  
Library Director  
Hermiston Public Library

ATTEST: \_\_\_\_\_  
City Manager/City Recorder  
City of Hermiston

DATED:

November 28, 2018

\_\_\_\_\_, 20\_\_\_\_

**Appendix A:** Explanation of Distribution of Funds to Cities

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

**Appendix C:** UCSLD District Governance Outline