

AGREEMENT FOR LIBRARY SERVICES

PARTIES.

This agreement, dated _____, is entered into by and between the Umatilla County Special Library District, an Oregon municipal corporation, hereinafter referred to as “District” and, the City of _____, an Oregon municipal corporation, hereinafter referred to as “City.”

RECITALS.

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, and for that purpose the District and the City desire to enter into an intergovernmental agreement pursuant to Oregon law as currently provided in ORS Chapter 190, and the parties recognize that the District has entered into or proposes to enter into similar agreements with other cities in Umatilla County to provide similar library services.

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

I. DEFINITIONS.

“City” means the City of _____, Umatilla County, Oregon.

“County” means Umatilla County, State of Oregon.

“District” means the Umatilla County Special Library District.

“Library” means the City of _____ Library.

II. FUNDING.

A. The District agrees to grant to City such amounts annually as are established through the budgeting processes and procedures of the District to help fund implementation of the City’s Annual Library Service Plan.

B. The funds provided by the District shall be used by the City to help fund their approved Annual Library Service Plan. The Annual Library Service Plan proposal for the next fiscal year is due to the District on or before April 1st of the current fiscal year, and shall be based on District Priorities for Program and Service Delivery.

The District may withhold distributions of funds until the District approves the Annual Library Service Plan from the City.

(1) The City may take up to the District approved percentage of its District allocation for administrative costs in the last month of the fiscal year providing at least one representative of the City (Mayor, City Manager, Council members, City Recorder) was in attendance at each of the trainings provided by the District for the District, Cities, and Library Boards during that fiscal year.

(2) These funds may not be used by the City for acquisition, 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.

- (3) The City will refer any action, which involves any proposed use of the funds that may not be within the guidelines herein stated, to the District for review and a decision by the District. The District shall either approve or reject such proposed use within thirty (30) days after referral to the District, or it will be deemed to be approved by the District.

C. 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 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 one (1%) percent, then in that event, the City's total receipts from the District would be reduced one (1%) percent. In addition, delinquent taxes, when ultimately received by District, would then be paid to City by the District.

III. MUTUAL SERVICES.

A. The District shall provide the following coordinated services to the City:

- (1) Annual Budget: The District shall provide a copy of the annual proposed budget for the District in March for the City to include the budget within its budgetary 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 ad valorem 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) Library Coordinator: The District shall provide Library Coordinator services to the City including the providing of advice, sharing of information, and aid and assistance with other city libraries within the District.
 - a. District will review staff contracts and job descriptions annually to maintain alignment with Priorities for Programs and Service Delivery;
 - b. District will perform annual employee evaluations based on those job descriptions.
- (4) Joint Purchasing Power: Where agreed upon the District shall make available its joint purchasing power for the City.
- (5) District In-Service Staff Training: The District shall appoint a Training Committee from among Library staff and will assist them in coordinating up to three training meetings annually. Training will be identified based on District and City program priorities and will be for all Library staff. The District will fund a training budget. Libraries may be closed for these trainings.

- (6) Training for District Board, Cities and Local Boards: The District shall appoint a Training Committee from among Library Board Members and will assist them in coordinating up to three training meetings annually. Training will be identified based on District and City program priorities and will be for District Board members, City representatives (Mayor, City Manager, Council members, City Recorder) and Library Board members. The District will fund a training budget.
- (7) Priorities for Program and Service Delivery: The District shall meet annually with representatives of all cities (elected officials, librarians, library board members, and the public) to collaboratively review and update the District's Priorities for Program and Service Delivery.
- (8) Communication Liaison: Where appropriate the District shall provide a communication liaison for cooperative projects, concerns, and to assist in general problem solving.
- (9) Resource Sharing
 - a. Interlibrary Loans: The District shall provide for coordination both within and outside the District for loans of library materials.
 - b. Courier Service: The District shall 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 the cost of such courier services.
 - c. Library Automation System: The District shall maintain membership levels and policies for Libraries in the regional Pioneer Library System that are reasonable and cost effective for the District. Libraries in the District shall meet system policies. There shall be a Memorandum of Understanding between the City and the Pioneer Library System.
- (10) District Plan and Evaluation: The District shall provide the City with copies of the District's Annual Library Service Plan, due April 1st and Written Evaluation prior to October 10th of the next fiscal year.

B. 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 10th of each fiscal year.
- (2) 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.
- (3) Financial Reports: The City agrees to provide monthly, all necessary library related financial reports to the Library Director and Library Board.

- (4) 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.
- (5) Annual Statistical Report: The City shall furnish a copy of the City's annual statistical report that is sent to the Oregon State Library on or before October 10th of each fiscal year.
- (6) Annual Audit: The City shall provide an annual audit showing receipt of funds from the District and their subsequent expenditures on or before February 1st of the following fiscal year.
- (7) Written Evaluation: The City shall provide the District with a written evaluation based on outcomes of the approved Annual Library Service Plan prior to October 10th of the next fiscal year.
- (8) District In-Service Training Meetings: Library staff wages and benefits shall be paid by the City for this in-service training including pre-approved City reimbursement for reasonable and customary mileage, meals, substitutes, etc.
- (9) Library Closures: City will refer, for prior District Board approval, any continuous library closures that will exceed 14 calendar days.
- (10) Service Area: Library will participate in universal borrowing for all District residents, providing costs are reasonable and within District budget constraints.
- (11) 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 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. Employing or terminating a director, or other employees, including operational supervision and levels of compensation for said director or other employees.

- g. Compensating the Head Librarian/Library Director at not less than 150% of minimum wage.
- h. Taking any other action necessary and proper for the management of the Library and the performance of its functions.

(12) 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.

IV. CITY FUNDS.

All gifts, grants, contributions or fees received by the City for library services from any source other than the District are exclusively those of the Library Fund.

V. 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.

VI. ADDITIONAL PROVISIONS.

A. Non-Employees/Professional Services Recognition: Any and all employees of 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	Umatilla County Special Library District
	P. O. 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.
- J. Duration Perpetual: This agreement shall be automatically extended from year to year on the same terms and conditions unless it is terminated as set forth in paragraph I above or by mutual agreement of the parties.
- K. Modification: This agreement may only be amended by mutual written consent of both parties.

DATED this _____ day of _____, 20_____.

Board President, District

Mayor,
City of _____

Board Secretary, District

ATTEST: _____
City Recorder,
City of _____