

AGREEMENT FOR LIBRARY SERVICES (HERMISTON)

Umatilla County Special Library District

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

RECITALS

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

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

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

WHEREAS, the District has all powers and authorities granted to special library districts pursuant to ORS chapter 357, including the authority to administer District funds and to enter into contracts; and

WHEREAS, in 2022 the District proposed an Agreement with libraries in Umatilla County to establish performance measures and conditions for receipt of funding from the District; and

NOW, THEREFORE, IT IS HEREBY AGREED:

AGREEMENT

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

- 1. DEFINITIONS.** When used in this Agreement, unless the context indicates otherwise:
 - A. "City" means the City of Hermiston in Umatilla County, Oregon.
 - B. "County" means Umatilla County, Oregon.
 - C. "District" means the Umatilla County Special Library District.

D. "Home Library" means the Library that uses the same ZIP code as a patron's residence.

E. "Library" means the City of Hermiston library.

2. TERM. This Agreement shall take effect July 1, 2025 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. The terms of this Agreement, including but not limited to terms and methods for Funding, are subject to review every three (3) years. Either party may submit a written request for review to the other party at least twelve (12) months prior to the end of the applicable three (3)-year period. Upon the other party's receipt of such request, the parties shall engage in good-faith negotiations regarding any modifications. If the parties cannot agree to the modified terms within six (6) months of the date on the written notice, either party may terminate the Agreement as provided in Section 14. Failure to provide timely notice under this paragraph shall be deemed consent to renew the Agreement according to its existing terms until the next review period.

4. DUTIES AND OBLIGATIONS OF THE PARTIES.

A. For the City. The City's obligations under this Agreement shall be as follows:

(1) Operations. In operating the Library, be responsible for the following:

- (a) Purchasing materials, supplies, equipment and services necessary for the setup and continued operation.
- (b) Preparing and approving an annual Library budget.
- (c) Entering into contracts with any person, firm or corporation, or any agency or government, as necessary, to acquire goods or services for the development of and the operation of the Library.
- (d) Contracting or providing for the use of space for its operations, staff, a supervisor, or auxiliary services, including but not limited to records, payroll, accounting, purchasing and data processing.
- (e) Reviewing staff contracts and job descriptions annually to maintain alignment with Priorities for Programs and Service Delivery and performing annual employee evaluations based on those job descriptions.
- (f) Determining the level of staffing required to provide Library Services according to all applicable standards and in compliance with this

Agreement. Employing, supervising, and terminating a director and other Library employees.

- (g) Providing competitive compensation for the Head Librarian/Library Director but in no event paying 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) Library Closures. Notifying the District office of any unscheduled Library closures.
 - (5) Interlibrary Loan. Participating in universal borrowing for all District residents.
 - (6) 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) Annual Library Service Plan.
 - (a) On or before May 1 of the current fiscal year, the City of Hermiston Public Library will provide a copy of its current Strategic Plan rather than an ALSP. Residents of rural Hermiston will receive all services and conditions offered to residents of Hermiston City by the Hermiston Public Library without distinction.
 - (b) No later than October 31 of each year, present a written review of the implementation of the prior fiscal year's Strategic Plan to the District Board of Directors.
 - (8) Annual Statistical Report. On or before November 10 of each fiscal year, furnish to the District a copy of the Library's annual statistical report that is sent to the State Library of Oregon.
 - (9) Funding Conditions. Comply with all Funding Conditions described in Section

5 of this Agreement.

(10) Financial Reporting.

- (a) Account for all Library resources and expenditures through a separate freestanding fund or a readily identifiable department function within the City General Fund, consistent with accounting and budgeting requirements under Oregon law.
- (b) Budget any unexpended Funding from the prior fiscal year budget as beginning cash balance in the following fiscal year's Library budget, consistent with accounting and budgeting requirements under Oregon law.
- (c) On or before October 10 of each fiscal year, provide to the District a copy of the City's annual adopted Library budget, showing the planned use of Funding from the District. The budget shall be accompanied by a written summary of any anticipated changes in staffing or operations in the next fiscal year that may affect the apportionment of Funding.
- (d) On a monthly basis, provide a financial report for the Library to the Library Director and Library Board. The report shall include any anticipated changes in staffing or operations in the next fiscal quarter that may affect the apportionment of Funding.
- (e) Provide additional or supplemental information upon request.
- (f) On or before February 1 of each fiscal year, provide to the District a copy of 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) 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.

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 Umatilla County Treasurer, transfer to the City its proportionate share of the Funding as described in Appendix A.
- (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 Manager. Provide Technical Services, including cataloging assistance, resolving database issues, and one-on-one library site visits at least twice per year.
- (6) Early Literacy Program Manager. When appropriate and upon request, provide resources and services through the Early 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.
- (8) Resource Sharing. When, in the District's sole discretion, it is reasonable and cost-effective, the District shall provide the following shared resources based on a proportionate basis for the population in the unincorporated Hermiston area:
 - (a) 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 Umatilla County. Libraries shall follow all Sage Library System policies and all District policies relating to the implementation of such policies.
 - (c) Public Resources. Additional resources that will be accessible through the Library to a resident with a local library card.
 - (d) Joint Purchasing Opportunities. When appropriate and upon agreement of all participating parties, pursue and coordinate joint purchasing opportunities.
 - (e) Professional Learning Opportunities. Share free resources for training

elected officials and non-Library personnel.

- (9) 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 4.B(1) will be used solely to support operation of the Library and implementation of the Library's Annual Library Service Plan (ALSP). The Funds may not be used for the purchase, rehabilitation, or maintenance of a building or grounds for the City library; for structural modification of an existing City library; or for maintenance or operation of the Library's physical plant.
- B. 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 Umatilla County. In the event the tax revenues are less or more than those in the budget adopted by the District for the applicable fiscal year, the allocations of funds to the City shall be proportionately reduced or increased by the same percentage as the reduced or increased level of tax revenues. For example, if the total annual revenues were reduced/increased by one (1%) percent, then the City's total receipts from the District would be reduced/increased by one (1%) percent.
- D. 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 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 population element of the funding formula described in Appendix A is subject to change every three (3) years based on changes in ZIP Code information provided by Portland State University Population Research Center and the American Community Survey. Population changes could cause changes in the distribution percentages.

6. PROHIBITION OF DISENFRANCHISEMENT. A patron's residency outside of the

City limits of their Home Library shall not be basis for excluding such patron from participation in public discussions regarding their Home Library.

- 7. NO EMPLOYMENT RELATIONSHIP.** Any and all employees of the City, while engaged or performing any work or service required under this Agreement, shall be considered employees of the City and not employees of the Library District. Any claims that may arise under the Workers' Compensation Act on behalf of such employees while so engaged; any claim for or regarding compensation or benefits for such employees; and any and all claims made by third parties as a consequence of any act or omission on the part of the City or its employees shall be the sole obligation and responsibility of City.
- 8. NOTICES.** Any notice required to be given under this Agreement shall be effective on the date of actual receipt or two (2) days after deposit as registered or certified mail, return receipt requested, postage prepaid and addressed to either party at the address stated below or such other addresses as either party may specify by written notice to the other party:

City of Hermiston
180 NE 2nd St.
Hermiston, OR 97838

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

- 9. SEVERABILITY.** If any part, paragraph, section or provision of this Agreement is adjudged to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part or provision of this Agreement.
- 10. GOVERNING LAW.** This Agreement shall be construed and regulated by the laws of the State of Oregon. Venue for any dispute hereunder shall lie in Umatilla County, Oregon.
- 11. DISPUTE RESOLUTION.**
- A. Negotiation. Prior to any mediation or arbitration of any dispute arising under this agreement, the parties agree to negotiate 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 Umatilla County Circuit Court will choose an arbitrator. The arbitration shall take place in Umatilla County, Oregon, and shall be conducted according to the

rules of the Arbitration Service of Portland, Oregon. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

12. INDEMNITY. 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.

IT IS HEREBY AGREED:

**UMATILLA SPECIAL LIBRARY
DISTRICT**

CITY OF HERMISTON

Board President

City Manager/Mayor

Board Secretary

ATTEST: _____
City Manager/City Recorder

_____, 20____
Date

_____, 20____
Date

ATTACHMENTS:

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

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

Appendix C: UCSLD Organizational Governance Outline

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

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

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

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

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

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

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

The distribution percentages are determined through the following process:

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

| Zip Code | City | 2020 Census Population - City | 2023 Census Population - Zip Code Area | Population of UCSLD Zip Code Areas | Zip Code area number as a percentage of the whole zip code population | Remainder of difference between County Population and zip code populations with % change applied | Final Population Figures to Use |
|-----------------|------------------|-------------------------------------|--|--|--|---|------------------------------------|
| 97810 | Adams | 389 | 906 | 906 | 1.47% | 906 | 906 |
| 97813 | Athena | 1,209 | 1,421 | 1,421 | 2.31% | 1,422 | 1,422 |
| 97826 | Echo | 632 | 1,082 | 1,082 | 1.76% | 1,082 | 1,082 |
| 97835 | Helix | 194 | 383 | 383 | 0.62% | 383 | 383 |
| 97838 | Hermiston | 19,354 | 29,026 | 8,704 | 14.15% | 8,708 | 8,708 |
| 97862 | Milton-Freewater | 7,151 | 11,798 | 11,798 | 19.19% | 11,803 | 11,803 |
| 97801 | Pendleton | 17,107 | 22,354 | 22,528 | 36.63% | 22,538 | 22,538 |
| 97859 | Meacham | 170 | 174 | 0 | 0.00% | 0 | 0 |
| 97868 | Pilot Rock | 1,328 | 1,796 | 1,796 | 2.92% | 1,797 | 1,797 |
| 97875 | Stanfield | 2,144 | 2,925 | 2,925 | 4.76% | 2,926 | 2,926 |
| 97880 | Ukiah | 159 | 225 | 225 | 0.37% | 225 | 225 |
| 97882 | Umatilla | 7,363 | 8,459 | 8,459 | 13.76% | 8,463 | 8,463 |
| 97886 | Weston | 706 | 1,267 | 1,267 | 2.06% | 1,268 | 1,268 |
| | | 57,906 | 81,842 | 61,494 | 100.00% | 61,520 | 61,520 |
| PSU Site | Umatilla County | 80,075 | 81,842 | | | | |
| Hermiston Rural | | 9,672 | 8,706 | | | | |
| Unassigned | | 24 | 26 | | | | |

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

| FY 24-25 80% Anticipated Distribution | 2023 Population | Pop Size Category | Base Threshold Criteria Elements | | | | | BASE Amount | REMAINDER Amount | TOTAL DISTRIBUTION | Multiplier for Remainder Funds | | |
|--|-------------------------------------|----------------------|---|----------|-------------------------|--|-------------------|----------------|--|-----------------------|-----------------------------------|--|----------------------------|
| | | | Personnel FTE* | \$ | Staff Funding | Collections | O&M | Total | | | Zip Code population | % of the total for each zip code area | % of total distribution |
| | 906 | 1 | 0.5 | \$47,840 | \$23,920 | \$2,000 | \$2,592 | \$28,512 | \$13,756 | \$42,268 | 906 | 1.47% | 1.86% |
| | 1,422 | 1 | 0.8 | \$47,840 | \$38,272 | \$2,500 | \$4,077 | \$44,849 | \$21,590 | \$66,439 | 1,422 | 2.31% | 2.92% |
| | 1,082 | 1 | 0.8 | \$47,840 | \$38,272 | \$2,500 | \$4,077 | \$44,849 | \$16,428 | \$61,277 | 1,082 | 1.76% | 2.69% |
| | 383 | 1 | 0.5 | \$47,840 | \$23,920 | \$2,000 | \$2,592 | \$28,512 | \$5,815 | \$34,327 | 383 | 0.62% | 1.51% |
| | 8,708 | 2 | 0.0 | \$47,840 | \$0 | \$0 | \$0 | \$0 | \$132,211 | \$132,211 | 8,708 | 14.15% | 5.81% |
| | 11,803 | 2 | 2.9 | \$47,840 | \$139,073 | \$11,803 | \$15,088 | \$165,964 | \$179,202 | \$345,165 | 11,803 | 19.19% | 15.16% |
| | 22,538 | 2 | 4.3 | \$47,840 | \$207,546 | \$22,538 | \$23,008 | \$253,093 | \$342,188 | \$595,281 | 22,538 | 36.64% | 26.14% |
| | 1,797 | 1 | 0.8 | \$47,840 | \$38,272 | \$2,500 | \$4,077 | \$44,849 | \$27,283 | \$72,133 | 1,797 | 2.92% | 3.17% |
| | 2,926 | 2 | 1.2 | \$47,840 | \$55,992 | \$2,926 | \$5,892 | \$64,810 | \$44,425 | \$109,234 | 2,926 | 4.76% | 4.80% |
| | 225 | 1 | 0.5 | \$47,840 | \$23,920 | \$2,000 | \$2,592 | \$28,512 | \$3,416 | \$31,928 | 225 | 0.37% | 1.40% |
| | 8,463 | 2 | 2.5 | \$47,840 | \$117,769 | \$8,463 | \$12,623 | \$138,855 | \$128,491 | \$267,346 | 8,463 | 13.76% | 11.74% |
| | 1,267 | 1 | 0.8 | \$47,840 | \$38,272 | \$2,500 | \$4,077 | \$44,849 | \$19,236 | \$64,086 | 1,267 | 2.06% | 2.81% |
| \$1,821,694 | 61,520 | 1<2000; 2>2000 | *Based on Pop Size Cat: 1=0.5 pop<1000, 0.8 pop>1000; 2=pop/2000x 0.8 <5000 and for >5000=2/15,000*(pop-5000)+2 | | 1 fte @ 23.00/HR | 1-pop<1000=\$2,000; pop>1000=\$2500; 2= 2500 or pop*1 whichever is greater | 10% of Staff+Coll | \$887,654 | \$934,040 | \$1,821,694 | 61,520 | 100.00% | 80.00% |
| | Hermiston shows Unincorporated only | | Calculated, not rounded | | Calculated, not rounded | | | 48.73% | Used remaining funds after the base amount is distributed. Used a % derived from each libraries' % of whole zip code | | | | |

For the next three years, FY 2025-26, FY 2026-27 and FY 2027-28, the distribution multipliers (a fraction of the 80% calculated) for the member libraries, the partner library and the District are as follows:

| | |
|-------------------|-----------|
| Adams | 0.0185621 |
| Athena | 0.0291768 |
| Echo | 0.0269099 |
| Helix | 0.0150748 |
| Hermiston (Rural) | 0.0580607 |
| Milton-Freewater | 0.1515798 |
| Pendleton | 0.2614187 |
| Pilot Rock | 0.0316773 |
| Stanfield | 0.0479703 |
| Ukiah | 0.0140212 |
| Umatilla | 0.1174055 |
| Weston | 0.0281435 |
| District | 0.2000000 |
| | |
| | 100.00% |

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

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

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

[Oregon State Library](#)
[Chapter 543](#)
[Division 10](#)
[ADMINISTRATION](#)

543-010-0036

Official Recognition of Public Libraries

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

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

- (a) Have at least half (50%) of its operational financial support from public funds.
- (b) Be open to the public a minimum of 20 hours per week.
- (c) Provide a collection comprising books, media, or electronic resources.
- (d) Offer free public access computers with Internet access.
- (e) Offer free public wireless Internet access (wi-fi).
- (f) Provide a website that enables local library users to access State Library of Oregon resources and services available to all Oregon residents.
- (g) Dedicate at least 0.50 full-time equivalent (FTE) paid staff time exclusively to library functions.
- (h) Have basic policies in place and accessible online for collection management, circulation, and patron confidentiality that incorporate relevant American Library Association (ALA) professional ethical codes, rules, and guidelines.
- (i) Provide basic services for reference and youth services.
- (j) Complete the annual statistical report as required under ORS 357.520 and OAR 543-010-0035.

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

- (a) Have at least one fourth (25%) of its operational financial support from public funds.
- (b) Be open to the public a minimum of 10 hours per week.
- (c) Provide a collection comprising books, media, or electronic resources.
- (d) Offer at least one free public access computer with internet access.
- (e) Offer free public wireless internet access (wi-fi).
- (f) Provide a website that enables local library users to access State Library of Oregon resources and services available to all Oregon residents.
- (g) Dedicate at least 0.25 full-time equivalent (FTE) paid staff time exclusively to library functions.

- (h) Have basic policies in place and accessible online for collection management, circulation, and patron confidentiality that incorporate relevant American Library Association (ALA) professional ethical codes, rules, and guidelines.
- (i) Provide basic services for reference and youth services.
- (j) Complete the annual statistical report as required under ORS 357.520 and OAR 543-010-0035.

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

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

(a) Library responses to the Public Library Annual Statistical Survey will be used to determine compliance with minimum conditions outlined in sections (2) and (3).

(b) An officially recognized public library that fails to meet the minimum conditions as outlined in section (2) or (3) will have two (2) years to achieve compliance, during which time the library maintains eligibility for state aid and grants.

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

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

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

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

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

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

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

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

Statutory/Other Authority: ORS 357.026(1)

Statutes/Other Implemented: ORS 357.216-286, 357.400 - 357.621 & HB2243 A (2019)

History:

[OSL 1-2021, temporary amend filed 06/23/2021, effective 06/23/2021 through 12/19/2021](#)

[OSL 2-2019, amend filed 10/21/2019, effective 01/01/2020](#)

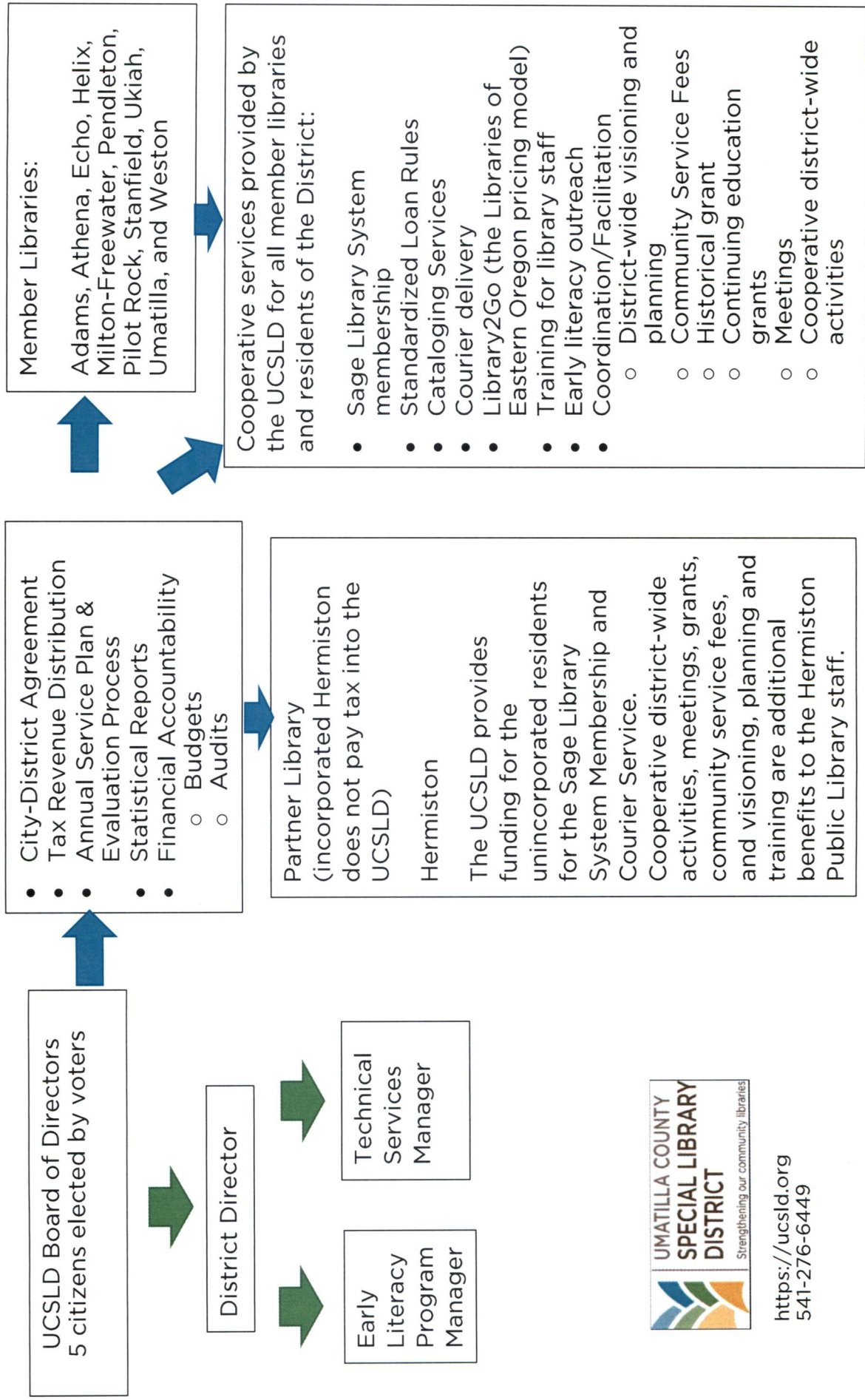
OSL 1-2000, f. & cert. ef. 4-13-00

Oregon Library Association Standards

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

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

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



MAJOR ROLES AND RESPONSIBILITIES:

Library District Board of Directors

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

District Director

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

Cities/School District

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

Library Boards

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

Local Library Director

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