

Rainier Library Board Meeting

July 1, 2022

Rainier City Hall

9 a.m.

Marcia Roberts called the meeting to order at 9:05 a.m.

Board Members present: Marcia Roberts, Kim Worrall, Brandy Blackburn, Tonya Higgins, and Jasmin Elwood

Board Members absent: None

Staff present: W. Scott Jorgensen, City Administrator

Community Members present: Connie Budge and Lyle Roberts

Visitor Comments: None

Consider Approval of Consent Agenda

Consider Approval of the June 24, 2022 Library Board Meeting Minutes—Tonya Higgins moved to approve the consent agenda. That motion was seconded by Vice Chair Kim Worrall and adopted unanimously.

New Business

- a. Librarian Contract—City Administrator W. Scott Jorgensen said he provided contracts that Josephine County had with a nonprofit and Jackson County had with a private company, both for library services. Parts of those can be used as a template for the contract the city will be putting together. Worrell asked about the differences between the two. He and Jorgensen both expressed a desire to not have a 20-page contract. Jorgensen said the contract is currently a blank slate. Councilor Connie Budge said the city is looking for what the board wants to see in that document. Brandy Blackburn would like to see programs for all ages offered year-round. Jasmin Elwood said a section of the Josephine County agreement that addressed that board's role. Jorgensen said contract language can include required attendance at library board meetings. Budge said that under the city's municipal code, the librarian serves as the board secretary. Jorgensen said there was language in the IGA with the Rainier School District about required reports on patron count, circulation count, web count and copy count. The board agreed by consensus to require regular reports to the board, which would then be presented to the council by the liaison or the chair. Higgins wanted to see some language about direct supervision. Jorgensen said he could meet with the contractor weekly and put that in the contract. Roberts said the board should have input on the books purchased for the library. Budge suggested that there be a list to be reviewed by the board. Blackburn said the substitute librarian found the suggestion box for new materials and has it on display. Jorgensen said he wants to include that the

services are for 32 hours a week. Roberts wanted to include evening hours. Jorgensen said it should be a minimum of two evenings a week and Saturdays. The contractor can coordinate with the board on the specific hours, and they would be subject to change based on seasonal or community needs. Budge said there should be language about helping with the strategic plan, which should include a community needs survey. Lyle Roberts suggested having the community needs survey included in the city's water bill. Chair Roberts said it should also be on the library website. Budge said it should be on bulletin boards. Blackburn said it should be on social media. There was a discussion about the library website. Jorgensen said the contract can include language about social media and website updates in coordination with the board and the city administration. Blackburn would like to see timely notice of closures. Budge said a background check requirement should be included, along with annual evaluations. Board members agreed by consensus that those should be done three times a year, in coordination with the board and the administrator. Budge said the grant process should be clarified. Blackburn wanted to see a section about working to cultivate a volunteer base, with the city responsible for conducting the background checks. Roberts asked about substitutes. Jorgensen said he would want the contract to state that a timesheet be attached to the monthly invoice to document hours of service. Elwood said any absences resulting in closure should be made in advance. Budge said the contractor should work with the board to develop a budget for library programs and services. There should be a plan for substitutes. The contractor can have them, but they must have a background check done by the city. A list of substitutes should be provided to the city, and it would be the contractor's responsibility to pay them. Blackburn said there should be no early closures without cause or notifying the administrator. Budge said the contract should include supporting the exploration of a friends of the library group.

The meeting was adjourned at 10:40 a.m.

Marcia Roberts – Board Chair

Colette Nordstrom – Librarian

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF RAINIER AND -----

This contract for the City of Rainier library services operation (“Agreement”) is made and entered into by and between the City of Rainier, a home rule political subdivision of the State of Oregon, hereafter referred to as CITY, and , hereafter referred to as CONTRACTOR. The parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR shall provide, as required by this agreement, services to CITY, for the following:

- 32 hours per week of library services, including a minimum of two evenings and regular hours on Saturdays. Those hours will be set in coordination with the Library Board and will be subject to change based on seasonal or community needs;
- Develop and maintain effective working relationships with community members and groups, including but not limited to the Library Board;
- Acknowledge that the Rainier City Council has delegated certain responsibilities to the Library Board and work with that body to provide services under this Agreement;
- Attend monthly meetings of the Library Board and act as that body’s secretary;
- Develop and provide educational and cultural programs of interest to all age groups year-round, in coordination with the Library Board;
- Meet weekly with the City Administrator or designee, who will act as the direct supervisor of the contract and the library services. Meetings may also be scheduled at the request of the City Administrator or CONTRACTOR upon mutual agreement;
- Coordinate with the Library Board on the selection of books and other library materials to be purchased;
- Assist the Library Board and its members with the development of a strategic plan update, to include a community needs survey;
- Coordinate with the Library Board and City Administrator or designee on website and social media updates for the library;
- Coordinate with the Library Board to develop budget recommendations for library programs and services;
- Work to cultivate a volunteer base for library services;
- Coordinate with the Library Board and its members on the enforcement, establishment and updating of library rules;

- Support the exploration of a Friends of the Library group;
- Support the exploration of grant funding opportunities in coordination with the Library Board;
- Work to follow all state library requirements outlined by the Library Board under the governance of the City Council and City Administrator.

CONTRACTOR shall furnish labor necessary to perform in accordance with the requirements of this Agreement all those services described.

2. TERM: The term of this Agreement shall begin on August 1, 2022 and shall continue until June 30, 2023 unless otherwise terminated or amended as provided herein.

3. CONTRACT ADMINISTRATION: The City Administrator of the CITY or their designee shall have the authority to administer this agreement on behalf of the CITY.

4. COMPENSATION AND PAYMENT: In consideration for the rendition of the services described therein, the CITY shall pay CONTRACTOR XXXXX during contract year 2022-23. For contract year 2022-23, any and all purchases of books and other library materials shall be subject to the review of the Library Board and the City Administrator and/or designee

In no event shall the total compensation payable to CONTRACTOR under this Agreement exceed the amount determined.

Compensation for services shall be paid by CITY upon approval of the City Administrator or designee upon review of a properly presented invoice or bill for services performed. The invoice shall be submitted along with a timesheet documenting hours of service. CONTRACTOR shall invoice monthly prior to the state of each month and CITY shall submit the invoiced amount to CONTRACTOR within 10 calendar days of submittal.

CONTRACTOR shall not submit billings for, and CITY will not pay, any amount in excess of the maximum compensation amount of this contract.

5. INDEPENDENT CONTRACTOR: CONTRACTOR shall perform the services required by this Agreement as an Independent Contractor. CONTRACTOR shall not be deemed an officer, agent or employee of the CITY and shall not be entitled to any benefits from the CITY that generally are granted by the CITY to its employees, including but not limited to: vacation, holiday and sick leave, other leaves with pay, medical and dental coverage, life and disability insurance, overtime, social security, workers compensation, unemployment compensation and retirement benefits. CONTRACTOR shall be responsible for all federal or state taxes and withholdings applicable to any compensation or payments paid to CONTRACTOR, its officers, agents and employees, under this Agreement. CITY shall not be required to make any deductions from compensation payment to CONTRACTOR for these purposes. CONTRACTOR represents

and warrants that CONTRACTOR meets the specific independent contractor standards of ORS 670.600.

6. INDEMNIFICATION: CONTRACTOR shall defend, indemnify, reimburse and hold harmless the CITY, its officers, agents and employees, from any and all claims, liabilities, demands, damages, actions or proceedings arising from or relating to the negligence, wrongful acts or omissions of CONTRACTOR in connection with the performance of any services under this Agreement.

The CITY shall defend, indemnify, reimburse and hold harmless CONTRACTOR, its officers, agents and employees, from any and all claims, liabilities, demands, damages, actions or proceedings arising from or relating to the negligence, wrongful acts, or omissions of the CITY in connection with the performance of any services under this Agreement.

CONTRACTOR shall not be deemed an agent of the CITY under the Oregon Tort Claims Act.

7. REQUIRED AUTHORIZATION TO CONDUCT BUSINESS IN OREGON:

CONTRACTOR shall obtain, and shall maintain, any authorization which may be required by the laws of the State of Oregon for CONTRACTOR to operate in the State of Oregon at all times while performing services under this agreement. CONTRACTOR shall furnish certified copies of any required authorizations to the City Administrator or designee. Failure to obtain any of these shall be grounds for immediate termination of this Agreement by the CITY.

8. BACKGROUND CHECK: CONTRACTOR agrees to submit to a background check. CITY agrees to conduct and pay for the background check.

9. ATTENDANCE: CONTRACTOR agrees to provide timely notice of any closures to the City Administrator. CONTRACTOR agrees that there will be no closure of the library during posted hours of operation without cause or prior written notification of the City Administrator. CONTRACTOR may use substitutes. A list of any potential substitutes shall be required to the City Administrator prior to any substitutes being used. Substitutes and volunteers are subject to background checks. CITY agrees to conduct and pay for background checks for substitutes and volunteers. CONTRACTOR will be responsible for any compensation made to substitutes.

10. ANNUAL REPORTING REQUIREMENTS: CONTRACTOR will provide the CITY with annual reports, three times per year, that will consist of but not limited to patron count, circulation count, web count and copy count and a summary of programs.

11. ANNUAL EVALUATION: CONTRACTOR agrees to have an evaluation conducted three times per year to evaluate the performance of the services under this Agreement with the Library Board and City Administrator or designee.

12. PATRON LIST: CONTRACTOR shall not utilize CITY's patron list, library circulation records, or any other information identifying patrons of the CITY library services for any commercial use. CONTRACTOR shall not make such lists available to any other entity for any reason without the express written consent of the City Administrator or the patron.

13. TERMINATION:

Mutual Consent: This Agreement may be terminated at any time upon mutual consent of both parties.

For Convenience: This Agreement may be terminated by either party upon thirty (30) days' written notice.

14. COMPLIANCE WITH LAW: CITY and CONTRACTOR shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, including but not limited to:

Nondiscrimination: CONTRACTOR agrees that no person shall be denied Services or be discriminated against in the provision of Services on the basis of race, color, national origin, sex, religion, handicap or age. Both parties shall comply with 1) Title I of the Civil Rights Act of 1964; 2) Section V of the Rehabilitation Act of 1973; 3) the Americans with Disabilities Act of 1990 (Pub L No. 101-336); 4) ORS 659A.142; and all regulations and administrative rules established pursuant to those laws; and 5) all other applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations.

15. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

16. VENUE: Any claim, suit, action or other proceeding that arises from or relates to this contract shall be brought and conducted exclusively in the Circuit Court of the State of Oregon for Columbia County; provided, however, that if any such claim must be brought in a federal forum, it shall be brought and conducted exclusively in the United States District Court for the District of Oregon.

17. FORCE MAJEURE: Neither CITY nor CONTRACTOR shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God or war where such cause was beyond the control of either party. Both parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

18. WAIVER: No waiver of any provision of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the CITY to enforce any provision of this Agreement shall not constitute a waiver by the CITY of that or any other provision.

19. SEVERABILITY: If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain this particular term or provision held to be invalid.

20. FURTHER ASSURANCES: The parties agree to promptly execute and deliver any such further instruments and to perform any such further acts as may be required to carry out the intent and purpose of this Agreement.

21. NOTICES: Any communications or notices required under this Agreement shall be given in writing by personal delivery, or by certified mail, return receipt requested, to the address set forth below. Any communication or notice so addressed and mailed shall be deemed to be given three (3) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

CONTRACTOR:

CITY:

PO Box 100
Rainier, OR 97048

22. ASSIGNMENT: CONTRACTOR shall not assign or transfer any interest in this Agreement without the CITY's prior written consent.

23. SUBCONTRACTS: CONTRACTOR shall not enter into any subcontracts for any of the Services required under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY's consent to any subcontract shall not relieve CONTRACTOR of any of its duties or obligations under this Agreement.

24. CONFLICTS OF INTEREST: CONTRACTOR shall have no interest, direct or indirect, which will conflict in any manner with the performance of Services under this Agreement.

25. NO THIRD-PARTY BENEFICIARY: The CITY and CONTRACTOR are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

26. AMENDMENT: This Agreement may be amended or modified at any time upon the written agreement of both parties, signed and secured in the same form and manner as below.

CONTRACTOR

XXXXXXXXXX

By: _____

Date: _____

CITY

W. Scott Jorgensen
City Administrator

Date: _____

Reviewed as to form:

Steve Petersen
City Attorney

Scott Jorgensen

From: Christina Ishii
Sent: Tuesday, July 5, 2022 12:43 PM
To: Scott Jorgensen
Subject: Re: Website Update - library

The city has changed the library site several times. In 2015, I was asked to make a page on the city website, which you can see here (outdated, but this is how it was most recently):

<https://cityofrainier.com/?view=library-page>

Then the the library had its own site (current), so I de-activated the page and linked to their site, which (I think) allowed the librarian to make her own updates and announcements.

Long answer, but yes, I could easily update and reactivate the library page.

Which option is better might depend on who the librarian is, and do they want to be able to make updates themselves?

Christina

On 7/5/2022 11:50 AM, Scott Jorgensen wrote:

Much appreciated, as always.

I had a quick question to run by you.

The website for the city library has been run by the school district and its superintendent. But our agreement with the school district will expire at the end of the month. Now, we could, in theory, transfer over the domain and the website. But my inclination is to bring it back in-house and have you build it from scratch as a page on the city's website, and update it accordingly. I imagine this is something you could do, probably fairly easily?

Home | Government | City Information | Boards & Commissions | Community Services | Emergency Services | Parks & Recreation | History

[Rainier Oregon Weather Forecast \(97048\)](#)

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[Sewer Use](#)

[Local City Council Meeting](#)

City Council Chambers
Rainier City Hall
106 W B Street

[COVID-19 Update](#)

[Animal Services Services](#)



Notary services are available at City Hall, free of charge to the public, during regular business hours.

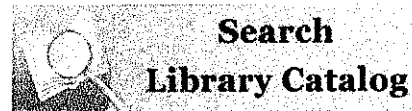
Rainier City Library

Welcome to the Rainier City Library!

The Rainier City Library provides free services to all residents living within the Rainier City boundaries. Library services are available to all others for a \$15.00 annual family fee. Please see our [Library Policies](#) page for more information.

Our mission is to provide diverse learning opportunities to the Rainier community. Our friendly and professional staff is eager to serve you.

The library system holds over 11,000 materials including over 9,000 books, and 1,000 compact discs and books on cassette. Over 600 video and DVDs are also available. [Search our online catalog here!](#)



You have **devices**. We have **eBooks!**



Library2go

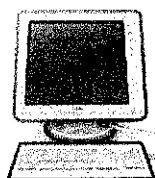
oregon digital library consortium



All you need is a **current Rainier Library Card** number to **log in and start reading online!**

We are pleased to offer ebooks, audiobooks and videos from **Library2Go**. **Library2Go** allows you to start reading instantly in your browser with OverDrive Read, or download an app for your favorite reading device.

OverDrive eReading Room for Kids provides a safe and easy browsing experience for children. The eReading Room just shows children's content, which gets kids to the titles they want faster. Kids can browse, sample, place holds and borrow eBooks appropriate for their age range and reading level.



Computers with internet access are available to the public all hours we are open. WiFi is also available in the library or the lobby. There is no fee for computer or wifi use. Printing is 10¢ per page.



Location:	106 West B Street	Librarian:	Eli Mendez
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Contact:	503-556-7301 (City Hall)
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Library Hours

Monday	closed	Tuesday	12pm - 7pm
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Wednesday	12pm - 7pm	Thursday	10am - 7pm
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Friday	12pm - 5pm	Saturday	10am - 5pm
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Sunday	closed
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Please view our [Library Policies](#) page for more information.

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Library website updates needed

- Dates of board meetings and times with “open to the public”
- Once Dolly Parton is back for Rainier program information has to be on there
- Library policies & ALA
- Past events removed and Summer reading program added.
- Provide a website that enables local library users to access State Library of Oregon resources and services available to all Oregon residents.
- How to become a volunteer
- Now open to the public with appointment removed.
- Any grants have to be recognized
- Section explaining how to get a library card.

- **Passport program information**- list of all libraries listed on this website
<https://www.olaweb.org/passport-directory>
- Follow us on Facebook
- Any closures for library listed.
- Updated photos of library.
- Libby E-book
- Card rules with how many books and how long items can be checked out
- Calendar for events

It would be nice to be able to log into library account to see what books have been checked out or overdue and then email reminders can go out to help prevent items not being returned.

Chapter 2.20
PUBLIC LIBRARY BOARD

Sections:

- 2.20.010 Rainier public library established.**
- 2.20.020 Library board.**
- 2.20.030 Board organization.**
- 2.20.040 Library board general powers.**
- 2.20.050 Acceptance of gifts for library purposes.**
- 2.20.060 Internal administrative policies and procedures.**
- 2.20.070 Prohibited actions and penalties.**

2.20.010 Rainier public library established.

A. A public library is hereby established for the city of Rainier under the provisions of ORS 357.400 to 357.621.

B. The public library shall be financed through the use of general fund monies, revenue obtained from the operation of the library, grants, gifts, donations and bequests received and designated to be used for library purposes, and any tax levies that may be authorized by the electors. (Ord. 934 § 1, 1992)

2.20.020 Library board.

A. The Rainier public library board is hereby created. The board shall consist of five members to be nominated by the mayor and appointed and confirmed by the city council.

B. The term of office of the board members shall be four years and their terms shall commence on July 1st, in the year of their appointment. The terms of office shall be staggered so that the terms of not more than two board members will expire in the same year. Of the first five board members appointed, one member shall initially hold office for one year, one for two years, one for three years and two for four years. At the expiration of the term of any members of such board, the city council shall appoint a new member or may reappoint a member for a term of four years. If a vacancy occurs during a term of office, the governing body shall appoint a new member for the unexpired term. No person shall hold appointment as a member for more than two full consecutive terms, but any person may be appointed again to the board after an interval of one year.

C. The Rainier library board shall include one alternate nominated by the mayor and confirmed by the council. During periods of absence of a regular voting member the alternate shall, by a majority vote, assume the right to vote for the absent board member. The term of the alternate shall be for a period of four years and shall not serve more than two consecutive terms.

D. Members of the board shall receive no compensation for their services, but may be reimbursed for expenses incurred in the performance of their duties. (Ord. 997, 2002; Ord. 934 § 2, 1992)

2.20.030 Board organization.

A. The **library** board shall elect a chairperson from its members.

B. The **library** director shall serve as secretary to the board and keep the record of its actions.

C. The board may establish and amend rules and regulations for its government and procedure consistent with the laws of the state of Oregon and with the Charter, ordinances, resolutions, and regulations of the city of Rainier.

D. The board shall meet at least 10 times each year and at such other times as it may provide by its rules. (Ord. 934 § 3, 1992)

2.20.040 Library board general powers.

The **library** board shall be an advisory board and shall have no executive or administrative powers or authority, and this chapter shall not be construed as depriving elected or appointed officials of the city of any power they may have under the laws of the state or the Charter of the city. The board shall have powers and duties as follows:

A. The **library** board shall assist in the interview process of selecting and appointing a **library** director. The city recorder, as the fiscal and internal administrative agent for the **library**, shall have primary responsibility for **library** personnel, including recruitment, selection, classification and pay and supervision.

B. The **library** board shall make recommendations to the city council about rules and policies for the efficient and effective operation of the **library**, its services and programs.

C. The **library** board shall assist the **library** director in preparation of the annual budget request to be submitted by the **library** director to the city recorder.

D. The **library** board shall make recommendations for the acceptance, use, or expenditure of any real or personal property or funds donated to the **library** under RMC 2.20.050, or make recommendations for the purchase, control, or disposal, or real and personal property necessary for the purposes of the **library**.

E. The **library** board shall make recommendations for the selection of sites for public **library** buildings or for location of **library** facilities.

F. The **library** board shall review and recommend to the city council terms for contracts and working relationships with private and public agencies regarding **library** services.

G. The **library** board shall approve an annual report to the State **Library** and to the city council submitted in a timely manner on a form supplied by the State **Library**.

H. The **library** board shall develop and recommend to the city council long-range plans for **library** service, consistent with city priorities and with state, regional and national goals for **libraries**. (Ord. 934 § 4, 1992)

2.20.050 Acceptance of gifts for library purposes.

Gifts of any real or personal property or funds donated to the **library** and accepted by the governing body shall be administered in accordance with each gift's terms, and all property or funds shall be held in the name of the city of Rainier. (Ord. 934 § 5, 1992)

2.20.060 Internal administrative policies and procedures.