

Baker County Library District

Board of Directors

Regular Meeting Agenda

Monday, Jan 12, 2015, 6:00 – 8:00 pm

Riverside Meeting Room, Baker County Public Library

2400 Resort St, Baker City

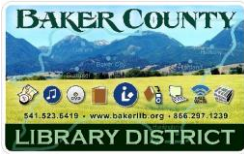
Gary Dielman, President

6:00	I. CALL TO ORDER	Dielman
	II. Additions/deletions from the agenda (ACTION)	Dielman
	III. Conflicts or potential conflicts of interest	Dielman
	IV. Approval of minutes from previous Board Meeting (ACTION) <i>Related documents: Board Meeting Minutes 12/8/14</i>	Dielman
6:05	V. Open forum for general public, comments & communications In the interests of time and to allow as many members of the public an opportunity to speak, the board asks guests to limit remarks to five (5) minutes if speaking on behalf of an individual, or ten (10) minutes if speaking on behalf of a group or organization.	
6:10	VI. PREVIOUS BUSINESS	
	i. None	
6:15	VII. ANNUAL / RECURRING BUSINESS	
	i. 2013-14 Audit Report <i>Related documents: To be distributed at meeting.</i>	Bailey
6:30	VIII. NEW BUSINESS	
	i. 2015 PRCF – BCLD Community Service Agreement (ACTION) <i>Related documents: 1</i>	Stokes
7:00	IX. ADMINISTRATIVE REPORTS	
	i. Director's Report <i>Related documents: To be distributed at meeting.</i>	Stokes
	ii. Business and Financial Report <i>Related documents: To be distributed at meeting.</i>	Stokes
	X. Agenda items for next regular meeting: Feb 9, 2015 6:00pm	Dielman
7:30	XI. ADJOURNMENT	Dielman

The times of all agenda items except open forum are approximate and are subject to change. Other matters may be discussed as deemed appropriate by the Board. If necessary, Executive Session may be held in accordance with the following. Topics marked with an asterisk* are scheduled for the current meeting's executive session.

ORS 192.660 (1) (d) Labor Negotiations
ORS 192.660 (1) (h) Legal Rights

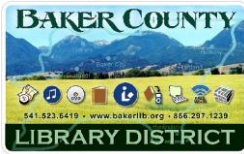
ORS 192.660 (1) (e) Property
ORS 192.660 (1) (i) Personnel



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ATTACHMENT IV.I

Call To Order	Gary Dielman, President called the meeting to order at 6:05pm . The meeting was held in the Archive Room. Directors present were: Gary Dielman , Della Steele , Nellie Forrester , and Kyra Rohner-Ingram with Betty Palmer arriving at 6:10pm. Also present were Perry Stokes , Library Director; and Christine Hawes , Business Manager.
Agenda Approved	Dielman asked for additions or changes to the agenda. None were given. Although Stokes pointed out that the agenda format has changed from the regular order.
Minutes Approved	Dielman asked for corrections to the minutes. There were none. Steele made a motion to approve both the Agenda and the October 13, 2014 Regular Meeting Minutes as presented; Rohner-Ingram seconded; motion passed with 3 yea's (Dielman, Steele and Kyra-Rohner) and one abstained (1 abstain, Forrester stated she was not at the meeting). It was noted that the November meeting was cancelled.
Potential conflict of interest	Dielman asked if there were any potential conflicts of interest to be declared. There were none.
Open Forum	Dielman stated for the record that there were no members of public present. Stokes added that he had no correspondence to share.
Friends Update	Stokes reported good news to the board. The Friends of the Library sponsored the Oregon Reads program series that began in October. The last program was held in early November. He felt the program was modestly successful. While program attendance was low, all of the books were given away including 50 copies of Stafford's poetry anthology and 40 copies of the biography by Kim Stafford. The Winter Book Sale is underway. This year the Friends undertook a silent auction. The items are displayed out front and have gotten some attention. Book sales are at about \$500 to-date. Typically the Friends gross about \$1,000-\$1,500 on the winter sale. Stokes is very pleased with the Friends leadership. Thanks to Kata Bulinski & Julianne Williams it has become a more self-directed organization with a core of active members. Betty Palmer arrived at 6:10pm.
Financial Report	Hawes passed out the financial reports and check packets to board members for signatures. Since the November meeting was cancelled, the financial report includes November and December activity. The General Fund received a large tax turnover at the end of October, another three in November and one early December totaling \$581,487.11. It has repaid Other Funds the Interfund loans totaling \$100,000 on November



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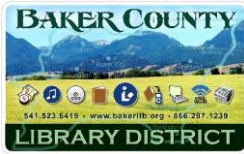
24. Revenue includes a bill to the Oregon Trail Library of \$1314.13 for Computer Technician services. A total of 45 checks are being presented for signatures. Hawes thanked Dielman for coming in to sign checks for the November bills so they went out as usual. One large irregular check of \$48,592.65 was written in November to move LSTA grant funds, which the State deposited into the General Fund, to the Sage Fund where it belongs. Another irregular check of \$1,300 was written to Diana Pearson to correct a payroll deduction. Pearson made a change in her Oregon Savings Growth Plan contribution amount; this check refunded her the amount of that change for the December 1 payroll. In **Personal Services**, the PERS line percentage is low due to the December PERS being posted this week and will, therefore, be paid on their next billing cycle, December 27. The Oregon SUTA line is also low, but will catch up when the fourth quarter payroll taxes are paid in January. In total, personal services is slightly under budget at 45% of budget. Notable checks in the book budget include Ingram \$6,879.77 for December and \$1,895.77 for November (the major purchases being books), EBSCO Novelist subscription \$1,436, Grey House Weiss Rating subscription \$440.05 and a new Gale encyclopedia subscription \$2,500. The full Sage membership fee of \$10,500 was paid in November. Scott's Heating of \$189 was for a repair to the Haines Branch having reported a gas smell in October. Comprise Smart Access software annual license of \$3,169 was paid in November as well as the SDAO annual membership fee of \$695.53. In Utilities, Ed Staub delivered fuel to Halfway in November totaling \$360 and Haines in December totaling \$337.50. Utilities are below budget at this point at 37.5% spent mostly due to the fact that the Baker Library electric bill (anticipated around \$1,800) comes late in the month. And finally, the Library District made its first debt service payment of \$1,000 to the City of Baker City on the LID Utility debt. The payments are billed in November and May.

Other Funds, again, was paid back for its operating loans to the General Fund totaling \$100,000. It also received a \$100 payment from Phillip Charette (balance owing of \$400), Amazon book sales revenues of \$319.17 in November, and a donation to Literacy from the Daughters of the American Revolution. There were a few small checks written in November for Amazon postage expense and commissions.

The **Sage Fund** received its first grant reimbursement for courier services totaling \$48,592.65 and received the final Sage Account turnover from EOU of \$7117.96. 15 checks totaling \$10,603.84 were issued at tonight's meeting.

Checks were signed and approved.

There was discussion on charging the Sage Fund an administrative fee. The fee was suggested at 1.4% of the budget which is \$5,700. Originally, the Library District's annual membership for Sage was to be reduced by half



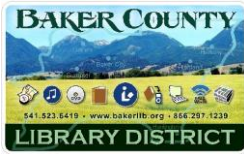
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	<p>(\$5,250); but then was budgeted at the full rate with Hawes being paid directly by Sage for bookkeeping and the budget including the cost of her wages \$6,100. There was discussion on whether or not the Library District should be compensated for Stokes' time through an admin fee. Stokes said that the total admin fee was expected to be the total of \$5,000 for this fiscal year. We may want to adjust that for the next fiscal year. The Sage Council will begin planning its budget this month. He will bring this to their attention.</p> <p>Since Charette wasn't able to complete the art project for the front of the building, Steele asked what happened to the proposal of local artist Tom Novak. She saw him recently and wondered if it would be something we should consider. Stokes explained that he was not able to get the grant funding to do the project. He had proposed a totem pole of which a model had been on display in the library Reading Room for a few months. To Stokes' recollection, the plan was to pour it in bronze at a projected cost of \$40,000 for the 10-12 feet tall piece. Stokes said he wrote a letter in support of the project. The topic focus turned to the Salt Lick bronze now displayed between Main and Resort downtown. The library front will remain without a public art piece in the old fountain space for the foreseeable future.</p> <p>Hawes added that the audit is nearly complete. She showed the cover and photos used in the report (6 photos in total) that will be published in December. She reviewed the highlights for the board. There is a large prior period adjustment of \$253,695 to remove the Library Collection. She read the description of the new method for classifying the Library Collection as an inexhaustible collection found in the asset footnote in the report. The ending cash was below the \$200,000 benchmark due to the use of direct deposit. Every year we discontinue use of direct deposit payroll to preserve this number. This year, along with other changes, we operated business as usual in this area, the adjustment makes the biggest hit in the first year; next year, the change will be minor. The Sage Fund was classified as an Agency Fund in these financial reports. She wanted the board to be aware that the District auditor, Kent Bailey will be presenting two options for the board to consider for the current fiscal year. The board will have nearly six months to talk about it and make a decision. Stokes can take the idea to the Sage Council for them to decide how they want to be treated. The downfall to the Agency Fund is that it condenses the activity to a couple of numbers and requires minimal audit work. The concern is that the level of reporting would not be adequate for this fiscal year and would also not reflect what the Library Board or the Sage Council actually wanted. The ideas are being presented early enough we have time to decide before the end of the fiscal year.</p>
<p>Administrative Report</p>	<p>Stokes gave administrative reports starting with Facilities, the Baker Library has had a leak on the north side of the building as it tends to do this time of year. The carpet was significantly wet in a spot on the north side in the</p>



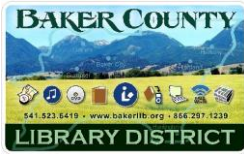
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	<p>Magazine area. Sprinklers have caused the same problem in the past, but currently it is the result of spray from the roof downspout. When there is wind, water splashes back onto the windows and seeps through the rubber seals. Extension of the down spout there may be a solution. A ceiling panel was saturated in the Riverside Meeting Room causing the panel to break and fall through; fortunately no one was in the room. Drip pans are tucked above the ceiling tiles in certain areas to catch the perennial leaks. Stokes has trained the new facility maintenance staff to keep those empty and to watch for problems. In the spring, the roofing contractor will be needed to patch the roof. The Leo Adler Grant was approved for \$8,000, half of the requested amount. This is to fund the Richland Library air conditioning unit and potential wiring estimated at \$16,000. The district has sufficient funds to supplement the grant and complete the project but may have to select a less expense unit. In Programs, there was a highly successful program in November on mushroom hunting. Over 50 people attended. Stokes commented that this is the sort of program LEO has been seeking grant funding for--a series of do-it-yourself (DIY) programs which would be very popular in our area. In Technology, the server that controls the management software crashed, most likely due to a power surge. This will give our technician the opportunity to review our server needs and look at what needs to be updated. In Huntington and Richland, bandwidth updates will now allow us to have the computer management software re-connected to the central server here at the Baker Library. This is the software that allows printing and manages the patron accounts. It is being tested with Sumpter first before putting the other branches back on line. Stokes took advantage of a special offer for small libraries to enhance our online specialized encyclopedia collection with an additional 750 items for a total cost of \$2,500. All titles are cross-searchable.</p>
<p>Executive Session</p>	<p>The Board closed the meeting for Executive session at 6:43pm to discuss personnel topics and concluded the session at 7:16pm.</p>
<p>E-Rate Changes</p>	<p>Stokes reviewed the report included in the board packets covering the upcoming E-Rate program changes. Funding for telephone services is being reduced and telephone-related add-ons eliminated. This will cost the District an estimated \$1,500 next fiscal year and another \$1,000 after that until telephone service is no longer funded in five years. This will be a big hit for the schools. The new E-Rate Modernization Order changes the focus of the funding to wireless Internet. They have changed the discount calculation to a District-wide amount rather than one for each branch which is much easier to manage. They have created a budget program for funding Wi-Fi related equipment which we hope to take advantage of. Stokes, Hawes and White, the District's technology specialist, met to go over the changes and talk about how the District can take advantage of funding Internet improvements. Hawes added that the District currently has \$5,150 in savings for Technology</p>



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	<p>plus another \$1,000 budgeted transfer; this \$6,150 means \$20,500 budget at our estimated discount of 70%. We plan to apply for funding in January.</p>
<p>Edge Assessment</p>	<p>Stokes said a Technology Committee meeting was held today. The Committee selected an IT Project Management software tool called SysAid which will help improve staff reporting of computer problems and Jim’s ability to provide feedback and updates on those tasks. It also has advanced features such as automatically building a computer resource list of workstations on the network including hardware & software specifications and allows central management of pushing software updates out to workstations.</p> <p>He also asked Jim White and the committee to use the Edge Assessment as a tool to build a technology plan. White & Committee members were given an assignment to identify what he called the “low hanging fruit”, the items that are easy to achieve, and then identify the second items to work on. The committee will meet again February 2, 2:00pm, to compare ideas. The board was invited to attend.</p> <p>Dielman asked if this was the same assessment results we reviewed at the October meeting. Stokes believed that it was. The library will begin to focus on the items in the assessment where we answer “No but would like to do so in the next year”. Those items include monitoring delivery of online services, photo/video editing software available for patrons, technology devices available for loan, and expanding community partnerships. One exercise was to test the bandwidth speeds at each branch to look at whether the speed provided matches what has been paid for.</p>
<p>Next Meeting Date</p>	<p>The next Board meeting will be January 12, 2015 at 6:00pm. The main agenda item will be the audit delivery by Kent Bailey of Guyer & Associates.</p>
<p>Adjourn</p>	<p>The meeting was adjourned at 7:41pm.</p> <p>Respectfully submitted,</p> <p>Perry Stokes, Secretary to the Board</p> <p>PS/ch</p>

COMMUNITY SERVICE AGREEMENT
PRCF.CS.2015.003

Between

Powder River Correctional Facility

And

Baker County Library

This Community Service Agreement ("Agreement") is entered into by and between the State of Oregon acting through its Department of Corrections ("DOC") and Baker County Library ("Community") for the purposes and consideration stated herein.

RECITALS

WHEREAS, pursuant to Section 41, Art. I of the Constitution of the State of Oregon, as amended, prison work programs may be designed and carried out so as to benefit the community;

WHEREAS, Community wishes to use inmate labor on a limited basis and provide all materials needed to complete projects to perform the following services of benefit to the community; and

WHEREAS, DOC wishes to provide inmate labor free of charge on a limited basis as day, time, and frequency to be determined and approved by DOC to perform the services required by Community;

NOW, THEREFORE, the parties hereby agree as follows:

A. DOC shall provide a Community Outreach Crew consisting of 5-10 inmates to perform the following services: Work will be performed at Baker City Branch Library at 2400 Resort Street, Baker City, Oregon and/or at Haines Branch Library, 818 Cole Street, Haines, OR. The Community Outreach Crew will aid with small building projects, minor cleaning and land maintenance. (the "Work").

1. **Inmates are not allowed inside the public areas of the library building(s) during business hours.** They may work outside on building grounds and have access to utility closet and inmate assigned restroom.

2. Inmates are not allowed access to the Bookmobile interior at any time. This includes cleaning and stocking the Bookmobile with books and/or supplies or checking and/or changing of motor fluids.

B. DOC shall provide custodial supervision over the Community Outreach Crew at all times during the performance of the Work, and shall provide for the basic needs of inmates, including clothing, meals and transportation to and from the work site.

C. Community shall be responsible for task supervision, training, and direction of the Work, and shall provide essential tools, equipment and supplies necessary to accomplish the Work, unless the parties agree otherwise in writing.

D. DOC reserves the right to terminate or suspend performance under this Agreement at any time, or to reduce the size or composition of the Community Outreach Crew for any period or periods of time, for safety, security, disciplinary, emergency, or any other reason that DOC determines, in its sole discretion, to be necessary or convenient in the care, custody, control, and terms of incarceration of inmates.

**It is the responsibility of the Library Staff or Designee to ensure children are not in the area while the inmate Community Outreach Crew is on library property.
It is the responsibility of the DOC Staff to relocate the inmate crew immediately if children remain in the project area.**

E. Community agrees, to the extent it is authorized by law, to indemnify, defend, and hold the State of Oregon, DOC, and their employees, officers, and agents (collectively, the "State") harmless from any liability, claim, demand, cause of action, suit, or other proceeding, for all damages and losses of whatsoever nature, and all costs, and expenses, including but not limited to attorneys' fees, court costs, discovery and investigative costs, that may be alleged to arise out of, result from, or be related to the activities of DOC and the Community Outreach Crew under the terms of this Agreement, unless adjudicated by a court of competent jurisdiction to have been caused solely by the wrongful acts of the State.

F. Notices under this Agreement shall be made to the following parties' representatives:

For DOC: Valeria Hysong – Inmate Work Program Coordinator
3600 13th Street
Baker City, Oregon 97814
541-523-9544
541-523-6678 - Fax
Valeria.P.Hysong@doc.state.or.us

For Community: Baker County Library
Perry Stokes – Director
2400 Resort Street
Baker City, Oregon 97814
541-523-6419 Baker City Branch
541-856-3309 Haines Branch
director@bakerlib.org

G. Community shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work to be performed under this Agreement, and shall obtain all approvals, including but not limited to, permits, licenses, clearances, variations, and consents, as may be necessary or required by law prior to permitting Work to be done under this Agreement. DOC's performance is further conditioned upon Community's compliance with ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279.270.

H. Community shall comply with all federal, state and local laws, ordinances and standards for work site health and safety, and shall ensure that the work site meets the standards established by the Oregon Occupational Safety and Health Act (OSHA). Community shall permit the appropriate Institution Safety officer or other DOC representative to visit the work site prior to DOC approval of the Agreement and at other times as appropriate to evaluate the work site and Community Outreach Crew activities for compliance with health and safety standards.

I. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to the principles of conflicts of law. Any claim, action, suit, or proceeding (collectively referred to as "Claim") between the parties hereto that arises from or relates to this Agreement or activities performed pursuant to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County, Oregon; provided, however, in the event a Claim must be brought in a federal forum, then, unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. COMMUNITY, BY EXECUTION OF THIS AGREEMENT, CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

J. DOC and Community are, as to each other, independent contractors. This Agreement is not intended to, and shall not be construed to create a partnership, joint venture or master-servant relationship between DOC and Community, nor does the Agreement give either party the power to act as a partner, joint venturer or agent on behalf of the other. Nothing in this Agreement shall be construed to create a master-servant, principal-agent or employer-employee relationship between Community and inmate Community Outreach workers or DOC and inmate Community Outreach workers.

K. This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. The failure of the DOC to enforce any provision of this Contract shall not constitute a waiver of that or any other provision. Nothing herein shall be construed as a waiver of DOC's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to actions or jurisdiction based thereon.

L. The DOC's Safety Officer or designee will conduct a work site Job Hazard Analysis prior to DOC approval of the Agreement. DOC may conduct periodic Site Inspections during the course of the Agreement. A copy of the Job Hazard Analysis Report (Exhibit B) and Site Inspection (Exhibit C) will be provided to Baker County Library upon completion of the assessment and/or inspection. If DOC's representative believes the work site or any of the working conditions pose an increased risk to worker health or safety, the DOC concerns shall be resolved by the parties prior to the commencement of work. The Hazard Assessment Report and any addenda or other reports regarding the work site and working conditions shall be incorporated in and made a part of the Agreement.

THIS AGREEMENT shall become effective as of the date last signed and shall remain in effect through 12/31/16 or until the Work is completed, whichever shall first occur, unless extended or earlier terminated in accordance with its terms. The parties, by written amendment, may extend the performance period.

Signature Approvals:

STATE OF OREGON, acting by and through
the **DEPARTMENT OF CORRECTIONS**

Baker County Library

By: _____
Michael Gower
Assistant Director for Operations

By: _____
Perry Stokes
Director

Date: _____

Date: _____