



Rochester Public Library Board Agenda
Library Meeting Room C
101 2nd Street SE

Regular Meeting

January 16, 2019
04:30 PM

We strengthen community and enrich lives by sparking imagination, creativity, engagement and learning.
First Class City, First Class Service.

1. CALL TO ORDER

2. INTRODUCTION OF NEW BOARD MEMBER

2.1. Introduction of New Board Member

3. APPROVAL OF AGENDA

4. ELECTION OF OFFICERS

4.1. Election of Officers

5. CONSENSUS AGENDA

5.A. *Approval of Minutes*

5.A.1. December 19, 2018 Library Board Meeting Minutes

5.B. *Approval of Bills*

5.C. *Review of Monthly Reports*

5.C.1. December 2018 Monthly Report

6. PRESIDENT'S BUSINESS

6.A. *Foundation Report*

6.A.1. RPL Foundation By-laws Revision

6.B. *Friend's Report*

6.C. *SELCO Report*

6.D. *Teen Library Council Report*

6.E. *Committee Assignments*

6.E.1. Board Committees

7. NEW BUSINESS

7.1. SELCO-Olmsted County Contract for Library Services

7.2. RACE Exhibit Contract with the Science Museum of Minnesota

7.3. March 2019 Board Meeting

8. OLD BUSINESS

9. DIRECTOR'S INFORMATIONAL ITEMS

9.1. Personnel Updates

10. SHARING STRENGTHS

10.1. Data Wall

11. QUESTION TIME

12. ADJOURN

INFORMATIONAL ITEM**MEETING DATE:**
1/16/2019**AGENDA SECTION:****ORIGINATING DEPT:**
Library**ITEM DESCRIPTION:**

Introduction of New Board Member

PREPARED BY:

Audrey Betcher

We welcome Jenny Fahse to the Library Board.

<u>BOARD ACTION</u>		MEETING DATE: 1/16/2019
AGENDA SECTION:	ORIGINATING DEPT: Library	
ITEM DESCRIPTION: Election of Officers	PREPARED BY: Audrey Betcher	
<p>The nominating committee has brought forth the following slate of officers:</p> <p>President: Stephanie Saathoff Vice-President: Erin Pagel Secretary: Antinea Ascione</p> <p>BOARD ACTION REQUESTED:</p> <p>Elect officers for 2019.</p>		

BOARD ACTION**MEETING DATE:**

1/16/2019

AGENDA SECTION:**ORIGINATING DEPT:**

Library

ITEM DESCRIPTION:

December 19, 2018 Library Board Meeting Minutes

PREPARED BY:

Purna Gurung

BOARD ACTION REQUESTED:

Approve the December 19, 2018 Library Board meeting minutes.

Rochester Public Library Board of Trustees
Wednesday, December 19, 2018
4:30 PM, Library Meeting Room C

OPEN COMMENT PERIOD

Stephanie Saathoff asked if there were any comments from the public. There were no public comments.

CALL TO ORDER AND APPROVAL OF AGENDA

The regular meeting of the Rochester Public Library Board of Trustees was called to order by Vice-President Stephanie Saathoff at 4:30PM.

Members Present: Antinea Ascione, Joshua DeFrang, Omar Nur, Erin Pagel, Stephanie Saathoff, Emily Wampfler, and Amy Ward.

Members Absent: Ken Brown and Rebekah DeYoung.

Staff Present: Audrey Betcher, Library Director; Heather Acerro, Head of Youth Services; Kim Edson, Head of Readers Services; Karen Lemke, Head of Marketing and Community Engagement; Steve Mosing, Automation Systems Manager; Keri Ostby, Head of Technical Services; Sara Patalita, Head of Reference Services; Andy Stehr, Circulation Services Manager; and Purna Gurung, Administrative Services Manager.

AGENDA

Motion by Antinea Ascione, seconded by Joshua DeFrang, to approve the agenda as presented. Motion carried.

CONSENSUS AGENDA

Motion by Amy Ward, seconded by Erin Pagel, to approve the consensus agenda. Motion carried.

PRESIDENT'S BUSINESS

Foundation Report

The Foundation Board has approved the funding of the Library Assistant II position contingent on the City agreeing to the plan. The Foundation and RPL are working on a Memo of Understanding that would be used if the City approves. Audrey Betcher will be working with the City Administrator to bring this proposal forward in early 2019.

The Foundation has made changes to its bylaws, and these changes must be approved by the Library Board. Audrey noted that the Library Board will be discussing this during the January 2019 meeting. She added that she has requested the Foundation provide background information for the bylaw changes. The Foundation is busy with Wit, Wisdom, and Wine.

Friends Report

John Hunziker reported the Gift Quality Book and Bake Sale netted over \$4,700. The Friends Board met on December 10 and discussed:

- 2019 Library Budget Request
- Student Worker Scholarship and how to fund the scholarship for the future
- Youth membership at 16 years of age
- Ways to leverage National Medal

The Friends also had a lengthy discussion around fine free services and there were members for whom responsibility was a major issue. John noted that the discussion ended with the Friends recognizing that the Library Board would ultimately make the decision on how to proceed.

SELCO Report

At the December SELCO Advisory Committee meeting, topics included Basic Technology fees for libraries that contract with SELCO for automation services, SELCO's restructuring, and next year's budget. The Committee recommended the creation of a restricted reserve for Basic Tech Fee funds that do not get used to cushion future increases on libraries.

As part of its Strategic Plan, SELCO conducted a member satisfaction survey earlier this year. 48 libraries responded of which:

- 54% of respondents were satisfied with the overall services received from SELCO/SELS
- 79% of respondents agreed that SELSCO/SELS provides services that are useful to their library
- 65% of respondents agreed that SELCO/SELS does a good job of communicating with member libraries.

Some improvement could be seen in SELCO/SELS member libraries working together as a team. The survey will be conducted again in a year.

Board Recognition

The Board recognized outgoing member, Emily Wampfler.

Teen Library Council (TLC) Report

There is no report.

Planning Committee

The Planning Committee met on December 11th and made changes to the Strategic Plan to align with the City's Strategic Plan. The committee will also meet with Steve Rymer to clarify several points before bringing the revised plan back in January.

Nominating Committee

The Ad Hoc Nominating Committee is recommending the following slate of officers for 2019:

President: Stephanie Saathoff
Vice President: Erin Pagel
Secretary: Antinea Ascione

The Board will vote on the slate at the January 16, 2019 Board meeting.

Audrey Betcher noted the City has appointed Emily Wampfler's replacement, Jenny Fahse, who is a *Ready to Lead* graduate.

NEW BUSINESS

Hotspot MOU with Olmsted County Health, Housing, and Human Services

The MOU allows RPL to continue the Hotspot program with Olmsted County Health, Housing, and Human Services, Family Support, and Assistance for a 3rd year. The County will be allocating \$12,000 to fund the program.

Motion by Joshua DeFrang, seconded by Erin Pagel, to approve the MOU to continue the Hotspot program with Olmsted County Health, Housing, and Human Services. Motion carried.

Ethics Disclosure Form

All Board members are required to complete the Ethics Disclosure Form annually. Please complete the form and submit to Purna Gurung.

DIRECTOR'S INFORMATIONAL ITEMS

Personnel Updates

Interviews are in progress for the Librarian II position in Reference and the Librarian I job has been posted in Youth Services (priority consideration closes on December 21).

Security Upgrades

Andy Stehr gave an update on the security upgrades that will be taking place soon at the Library. As part of this project, we will be updating 12 doors to improve security throughout the building. These doors will be tied to the City's S2 Access Card System and will better secure staff areas which are adjacent to staff/public meeting space e.g. Meeting Room C. The City has changed its security protocol so we are now more in line with City requirements.

RACE Exhibit Update

Kim Edson gave an update on the RACE: *Are We So Different?* Rochester set the stage when a larger version of the exhibit was hosted by the Library in 2010. The Science Museum of Minnesota has created a smaller scale version of the exhibit and this will be hosted at the Apache Mall from December 2018-January 2019. The exhibit will then be hosted by the Library from February 2019-April 2019. The exhibit will be located on the 1st Floor of the building in the Youth Services Area. This location was selected to reduce barriers and make it as easy as possible for people to visit.

Kim added that in addition to the exhibit visit, community groups will be invited to apply for micro-grants to provide programming that coincides with the display. The exhibit will remain in southeastern Minnesota after April 2019.

SHARING STRENGTHS

Data Wall/Outcome A-Improved Access to Library Resources

Heather Acerro gave an update on Outcome A-Improved Access. She noted that if our customers have improved access to library resources, they are more likely to reach the intermediate outcomes, which lead to our long term outcomes of improved quality of life, equity, and community vitality. Heather stated that the Library utilizes indicators to find out if we are successful. An indicator is essentially a goal for our results. She added that some programs have higher and lower indicator based on their design. Staff have determined our indicators using previous data and future goals.

Some of the sample survey are as follows:

- 88% (49 of 56) of BookBike survey respondents reported increased access to library materials through BookBike services.
- 97% (51 of 53) of respondents report improved access to Storytime due to Child Care Outreach Storytimes.
- 92% (22 of 24) of respondents reported increased access to library resources due to the Literacy Hub.
- 79% (64 of 81) registered mini-library owners reported increased access to books and reading materials due to the mini-library program.

- 87% (156 of 179) of respondents to date reported improved access to library resources (cumulative total).

Local Government Innovation Award (LGIA)

Audrey Betcher shared the LGIA program and award for Rochester Reading Champions with the Library Board. The award--which recognizes the creative ways counties, cities, townships, schools, and Native nations are making Minnesota better by doing things differently--was held on December 13 at the Humphrey School of Public Affairs Institute.

QUESTION TIME

Joshua DeFrang inquired about the status of the Social Worker grant. Audrey Betcher reported that as the Library talked to the community, we discovered that more people were interested. As a result, we are intentionally slowing the grant process down and have decided to forgo the January cycle to get more partners involved. We will be applying for the May cycle instead. Audrey recognized Susan Hansen and Sara Patalita for leading this project.

Emily Wampfler noted she read about how Anoka County Public Library redid their Teen Program and asked if there were any takeaways for RPL for our teen programming. Audrey noted Anoka's focus was more on programming while RPL is more geared on the Teen Council.

There being no other business, the meeting adjourned at 5:13PM.



Erin Pagel
Secretary

The next regular meeting of the Library Board will be, January 16, 2019, 4:30PM in **Meeting Room C**.

BOARD ACTION**MEETING DATE:**

1/16/2019

AGENDA SECTION:**ORIGINATING DEPT:**

Library

ITEM DESCRIPTION:

December 2018 Monthly Report

PREPARED BY:

Purna Gurung

The December 2018 Monthly Report will be emailed to the Board next week.

BOARD ACTION REQUESTED:

Approve the December 2018 Monthly Report.

<u>BOARD ACTION</u>		MEETING DATE: 1/16/2019
AGENDA SECTION:	ORIGINATING DEPT: Library	
ITEM DESCRIPTION: RPL Foundation By-laws Revision		PREPARED BY: Audrey Betcher
<p>The RPL Foundation is bringing forward recommended bylaws changes which by their bylaws requires that the RPL Board also approve them.</p> <p>One of the requested changes is to have 2 Library Board members on the Foundation Board rather than the current wording of "at least three". The Executive Committee has discussed and is committed to providing RPLF Board members as required in the current wording. The Executive Committee feels strongly that there needs to be strong connections between both boards.</p> <p>BOARD ACTION REQUESTED:</p> <p>The Executive Committee recommends that we either table or reject the bylaws request to change to the number of Library Board members on the Foundation Board.</p> <p>The Executive Committee has no comments on the other changes.</p>		

**BY-LAWS OF
THE ROCHESTER PUBLIC LIBRARY FOUNDATION**

Revised and Approved by the Library Board of Trustees, March 12, 1997
Approved by the Rochester Public Library Foundation Board, March 19, 1997

~~Revised and approved by the Rochester Public Library Foundation Board, May 26, 2010~~

~~Revised and approved by the Rochester Public Library Foundation Board, May 18, 2015~~

Last revision and approval by the Rochester Public Library Foundation, November 27, 2018

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**ARTICLE I.
REGISTERED OFFICE**

The registered office of this corporation, at which the general business of this corporation shall be transacted and where the records of this corporation shall be kept, shall be at such place in the State of Minnesota as shall be fixed from time to time by duly adopted resolutions of the Board of Directors. Until otherwise fixed by the Board of Directors, the registered office shall be located c/o The Executive Director, The Rochester Public Library at 101 2nd Street SE, Rochester, Minnesota 55904.

**ARTICLE II.
DIRECTORS**

- A. Number and Method of Election. The Board of Directors of this corporation shall consist of no fewer than 9, and, subject to such limitation, the number of members of the Board of Directors shall be such as may be designated from time to time by the Rochester Public Library Board of Directors. The initial Board of Directors shall be elected by the incorporators of this corporation. Thereafter, directors of this corporation shall be appointed by the Rochester Public Library Board of Directors on a regular basis. At all times, at least two or three Directors of this corporation shall also be Directors of the Rochester Public Library.
- B. Terms. Except as otherwise provided in Article II.A, each director of this corporation shall be elected to serve for no more than three full three (3) year terms, subject to the further restriction that the initial terms shall be staggered so no more than one-third of the directors' terms shall expire in any one year. A director shall hold office for the term for which he or she was elected and until the end of the meeting at which his or her successor has been elected and until such successor has qualified, or until the director's prior death, resignation or removal. Any director may at any time be removed with or without cause by the Board of Directors. Any vacancy occurring because of the death, resignation or removal of a director, or because of an increase in the number of members of the Board of Directors, shall be filled by the Board of Directors for the unexpired term of such director.
- C. Ex Officio and Honorary Directors. The Board of Directors may, from time to time, elect one or more ex officio or honorary directors of this corporation who shall be advisory members of the Board of Directors of this corporation. Any such election shall be for such time to time deems appropriate. All ex officio and honorary directors shall be non-voting directors of this corporation.

Attachment: RPLF Bylaws Proposed Revisions Voted Nov 2018 (9965 : RPL Foundation By-laws Revision)

**ARTICLE III.
MEETING OF THE BOARD OF DIRECTORS**

- A. Annual Meeting. The annual meeting of the Board of Directors for the purpose of electing directors and officers and transacting such other business as may properly come before the meeting shall be held each year at the time and place, within or without the State of Minnesota, designated from time to time by the Board of Directors.
- B. Other Meetings. Other meetings of the Board of Directors may be held at such time and place as are announced at a previous meeting of the Board of Directors. Meetings of the Board of Directors may also be called at any time (a) by the President, or (b) upon the written request of two or more members of the Board of Directors. Anyone entitled to call a meeting of the Board of Directors may make a written request to the Secretary to call the meeting, and the Secretary shall give notice of the meeting, setting forth the time, place and purpose thereof, to be held between five and thirty days after receiving the request. If the Secretary fails to give notice of the meeting within seven days from the day on which the request was made, the person or persons who requested the meeting may fix the time and place of the meeting and give notice in the manner hereinafter provided.
- C. Notice of Meetings. Written notice of each meeting of the Board of Directors for which written notice is required, and of each annual meeting, stating the time, place and purpose thereof shall be mailed, postage prepaid, or e-mailed, not less than five nor more than thirty days before the meeting, excluding the day of the meeting, to each director at his or her address according to the last available records of this corporation. Any director may waive notice of a meeting before, at or after the meeting, orally, in writing, or by attendance. Attendance at a meeting is deemed a waiver unless the director objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and the director does not participate in the meeting.
- D. Quorum and Voting. The presence of a majority of the members of the Board of Directors shall constitute a quorum at any meeting thereof, but the directors present at any meeting, although less than a quorum, may adjourn the meeting from time to time. At all meetings of the Board of Directors, each director shall be entitled to cast one vote on any question coming before the meeting. A majority vote of the directors present at any meeting, if there be a quorum, shall be sufficient to transact any business, unless a greater number of votes is required by law or these By- Laws. A director shall not appoint a proxy for himself or herself or vote by proxy at a meeting of the Board of Directors. A director who is present at a meeting of the Board of Directors when action is taken is presumed to have assented to the action unless the director votes against the action or is prohibited from voting on the action. A director may participate in a meeting of the Board of Directors by means of conference telephone or by such other means of remote communication. Participation in a meeting by such means constitutes presence at the meeting.
- E. Adjourned Meetings. When a meeting of the Board of Directors is adjourned to

another time or place, notice of the adjourned meeting need not be given other than by announcement at the meeting at which adjournment is taken.

- F. Written Action. Any action that could be taken at a meeting of the Board of Directors may be taken by written action signed by all of the directors or by authenticated electronic communication consented to by all of the directors.
- G. Director Conflicts of Interest. This corporation shall not enter into any contract or transaction with (a) one or more of its directors, (b) a director of a related organization (within the meaning of Minnesota Statutes, section 317A.011, subd.18), or (c) an organization in or of which a director is a director, officer or legal representative or has a material financial interest; unless the material facts as to the contract or transaction and as to the director's interest are fully disclosed or known to the Board of Directors, and the Board of Directors authorizes, approves, or ratifies the contract or transaction in good faith by the affirmative vote of a majority of the directors (without counting the interested director), at a meeting at which there is a quorum without counting the interested director. Failure to comply with the provisions of this Article III.G shall not invalidate any contract or transaction to which this corporation is a party. This Section does not authorize any act of "self-dealing" as defined in Section 4941(a) of the Internal Revenue Code of 1986.

ARTICLE IV. OFFICERS

- A. Tenure of Office. The officers of this corporation shall be a President, a Vice-President, a Secretary, a Treasurer and such other officers as the Board of Directors may from time to time designate. Officers shall be elected by the Board of Directors to serve for terms ~~of not to exceed~~ two (2) years per office and until their respective successors are chosen and have qualified. Any officer may at any time be removed by the Board of Directors with or without cause. The same person may hold more than one office at the same time, except the same person shall not simultaneously hold the offices of (a) President and Vice-President or (b) President and Secretary. The officers need to be directors of this corporation. Any vacancy occurring because of the death, resignation or removal of an officer shall be filled by the Board of Directors for the unexpired term of such officer.
- B. President. In the absence of an Executive Director, the President shall be the chief executive officer of this corporation, and he or she shall be responsible for the general supervision, direction and management of the affairs of this corporation, as directed by the Board of Directors. The President shall, at the direction of the Board of Directors, execute on behalf of this corporation all contracts, deeds, conveyances and other instruments in writing which may be required or authorized by the Board of Directors for the transaction of the business of this corporation. The President shall preside at all meetings of the Board of Directors and the Executive Committee.
- C. Vice-President. The Vice-President shall perform the duties of the President in case of the latter's absence or disability. The execution by the Vice-President on behalf of this corporation of any instrument shall have the same force and effect as if it were

executed on behalf of this corporation by the President.

- D. Secretary. The Secretary shall keep accurate minutes of all meetings and shall be custodian of the records, documents and papers of this corporation. He or she shall provide for the keeping of proper records of all transactions of this corporation. He or she shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice to the office of Secretary, or imposed by these By- Laws. He or she shall also perform such other duties as may be assigned to him or her from time to time by the Board of Directors.
- E. Treasurer. The Treasurer shall be responsible for maintaining accurate financial records for this corporation and safeguarding the assets of this corporation. He or she shall present a report of this corporation's financial transactions and status to the Board of Directors at its annual meeting, and shall from time to time make such other reports to the Board of Directors as it may require. The Treasurer shall perform such other duties as may be assigned to him or her from time to time by the Board of Directors.
- F. Executive Director: The Executive Director is hired by and works at the direction of the Board of Directors. Unless otherwise specified in a written agreement between the Executive Director and this corporation, the Executive Director has responsibility for the day-to-day operations of this corporation, including, without limitation, carrying out this corporation's goals and policies. The Executive Director will attend all board meetings, report on the progress of this corporation, answer questions of the Board of Directors and carry out the directives of the Board of Directors and the Executive Director's duties as set forth herein and in any written agreement between the Executive Director and this corporation. The Executive Director shall, at the direction of the Board of Directors, execute on behalf of this corporation all contracts, deeds, conveyances and other instruments in writing which may be required or authorized by the Board of Directors for the transaction of the business of this corporation. The Board of Directors may designate other duties and responsibilities to the Executive Director as the Board of Directors deems reasonable or necessary. [The Executive Director is not subject to the two \(2\) year term limit set forth in Article IV.A., above.](#)
- G. Additional Powers. Any officer of this corporation, in addition to the powers conferred upon him or her by these By-Laws, shall have such powers and perform such additional duties as may be prescribed from time to time by the Board of Directors.

ARTICLE V. COMMITTEES

- A. Authority. The Board of Directors may act by and through such committees as may be specified in resolutions adopted by a majority of the members of the Board of Directors. Each such committee shall have such duties and responsibilities as are granted to it from time to time by the Board of Directors. Each such committee shall at all times be subject to the control and direction of the Board of Directors. Committee members, other than members of the Executive Committee, need not be

directors.

- B. Executive Committee. The Board of Directors may designate an Executive Committee composed of at least three directors designated by the Board of Directors. The Executive Committee shall consist of the President, Vice-President, Secretary, Treasurer, the immediate Past-President of the Board, and the Executive Director, if any. The Executive Committee shall have the authority of the Board of Directors in the management of the business of this corporation in the interval between meetings of the Board of Directors, and the Executive Committee shall at all times be subject to the control and direction of the Board of Directors.
- C. Meetings and Voting. Meetings of each committee may be held at such time and place as are announced a previous meeting of the committee. Meetings of any committee may also be called at any time by the chairperson of the committee or by the President, on at least (i) five days' notice by mail, postage prepaid, or email or (ii) two days' oral notice by telephone or in person. Appearance at a meeting is deemed to be a waiver of notice unless the committee member objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and the committee member does not participate in the meeting. At all meetings of a committee of this corporation each member thereof shall be entitled to cast one vote on any question coming before such meeting. The presence of a majority of the membership of any committee of this corporation shall constitute a quorum at any meeting thereof, but the members of a committee present at any such meeting, although less than a quorum, may adjourn the meeting from time to time. A majority vote of the members of a committee of this corporation present at any meeting thereof, if there be a quorum, shall be sufficient for the transaction of the business of such committee. Any action that could be taken at a committee meeting may be taken by written action signed by all members of the committee or by authenticated electronic communication consented to by all members of the committee.

ARTICLE VI. INDEMNIFICATION

To the full extent permitted by any applicable law, this corporation shall indemnify each person who, while acting in good faith and within the scope of their duties on behalf of the corporation, is made or threatened to be made a party to any arbitration, or investigative proceeding, including a proceeding by or in the right of this corporation, by reason of the former or present capacity of the person as –

- (a) a director, officer, or member of a committee of this corporation, or
- (b) a director, officer, partners, trustee, or agent of another organization or employee benefit plan, who while a director, officer or employee of this corporation, is or was serving the other corporation at the request of this corporation or whose duties as a director, officer or employee of this corporation involve or involved such service to the other corporation,

against judgments, penalties, fines (including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan), settlements, and reasonable attorneys' fees and disbursements, incurred by the person in connection with the proceeding.

Indemnification provided by this section shall continue as to a person who has ceased to be a director, officer, or committee member shall inure to the benefit of the heirs, executors and administrators of such person and shall apply whether or not the claim against such person arises out of matters occurring before the adoption of this section. Any indemnification realized other than under this section shall apply as a credit against any indemnification provided by this section.

This corporation may, to the full extent permitted by applicable law from time to time in effect, purchase and maintain insurance on behalf of any person who is or was a director, officer, or a member of a committee of this corporation against any liability asserted against such person and incurred by such person in any such capacity.

ARTICLE VII. MISCELLANEOUS

- A. Fiscal Year. Unless otherwise fixed by the Board of Directors, the fiscal year of this corporation shall begin on January 1 and end on the succeeding December 31.
- B. Corporate Seal. This corporation shall have no seal.
- C. Electronic Communications. A director or committee member may participate in a meeting by any means of communication through which such person, other persons so participating, and all persons physically present at the meeting may simultaneously hear each other during the meeting. Participation in a meeting by that means constitutes presence in person at the meeting. A conference among directors or committee members by any means of communication through which such person may simultaneously hear each other during the conference is a meeting of the Board of Directors or committee, as the case may be, if the same notice is given of the conference as would be required for a meeting, and if the number of persons participating in the conference would be sufficient to constitute a quorum at a meeting. Participation in a meeting by that means constitutes presence in person at the meeting.
- D. Amendments. The Board of Directors may amend these By-Laws by adopting a resolution setting forth the amendment, however, before such amendment may be effective, The Rochester Public Library Board of Directors must also approve said amendment by a majority of The Rochester Public Library Board of Directors meeting at a duly-convened meeting of The Rochester Public Library Board of Directors.
- E. Authority to Borrow, Encumber Assets. No director, officer, agent or employee of this

corporation shall have any power or authority to borrow money on its behalf, to pledge its credit or to mortgage or pledge its real or person property except within the scope and to the extent of the authority delegated by resolutions adopted from time to time by the Board of Directors. Authority may be given by the Board of Directors for any of the above purposes and may be general or limited to specific instances.

- F. Deposit of Funds. All funds of this corporation shall be deposited from time to time to the credit of this corporation in such banks, trust companies or other depositories as the Board of Directors may approve or designate, and all such funds shall be withdrawn only in the manner or manners authorized by the Board of Directors from time to time.

INFORMATIONAL ITEM**MEETING DATE:**

1/16/2019

AGENDA SECTION:**ORIGINATING DEPT:**

Library

ITEM DESCRIPTION:

Board Committees

PREPARED BY:

Audrey Betcher

Stephanie will have a list of committee assignments at the Board Meeting.

<u>BOARD ACTION</u>		MEETING DATE: 1/16/2019
AGENDA SECTION:	ORIGINATING DEPT: Library	
ITEM DESCRIPTION: SELCO-Olmsted County Contract for Library Services		PREPARED BY: Purna Gurung
<p>The Olmsted County Board of Commissioners approved the renewal of the SELCO-Olmsted County contract for library services on 11/20/2018. SELCO is routing the contract to the public libraries for approval by their respective Boards.</p> <p>BOARD ACTION REQUESTED:</p> <p>Approve the SELCO-Olmsted County Contract for Library Services.</p>		

SELCO – OLMSTED COUNTY CONTRACT FOR LIBRARY SERVICE

This Agreement made and entered into effective, by and among Southeastern Libraries Cooperating, a non-profit corporation as organized under Minnesota Statutes 317A, also designated as a regional public library system as recognized in Minnesota Statutes 134.20 (hereinafter referred to as “SELCO”), the County of Olmsted, State of Minnesota (hereinafter referred to as the “County”), the City of Rochester, a municipal corporation acting by and through its Public Library Board, and the Library Boards as established under Minnesota Statutes 134.11 and governing the Chatfield Public Library, Stewartville Public Library, St. Charles Public Library, and Van Horn Public Library – Pine Island, (hereinafter referred to as the “Libraries”).

RECITALS:

- A. The State of Minnesota requires the County, pursuant to the provisions of Minnesota Statutes 134.34 and 134.341 to participate in a regional public library system, as assigned by the Minnesota Department of Education.
- B. SELCO is a regional public library system created pursuant to Minnesota statutes and is designated to serve the County.
- C. SELCO and the Libraries have the authority and responsibility to determine library services to be provided to the County’s residents, as per this agreement.
- D. SELCO, the Libraries, and the County wish to set forth their relative responsibilities in connection with their relationship under Minnesota statutes. All parties shall provide employment and services to all people without discrimination and shall comply with all federal, state, and local laws, or ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on the basis of race, color, creed, religion, national origin, sex, sexual orientation, marital status, familial status, status with regard to public assistance, disability, age or local human rights commission activity.
- E. The Board of Commissioners of the County has the continuing authority and responsibility to determine how to distribute the County property tax dollars, a portion of which is to pay for public library services.

NOW, THEREFORE, the parties hereto agree as follows:

1. The County will participate in SELCO.
2. The County will levy and collect funds on lands not otherwise taxed for library services for the support of library services in the County in accordance with Minnesota Statutes 134.34.
3. The County agrees to provide funding to the Libraries at levels determined through negotiation and/or established by contract.
4. The Libraries and SELCO shall provide library service to the residents of the County at no additional fee beyond those imposed on all library users. By way of illustration, these services may include:
 - a. Onsite use of all library materials, equipment and resources, including public access Internet computers;
 - b. Onsite and remote access to licensed online electronic resources;
 - c. Checkout/circulation privileges for all circulating materials. These may include, but are not necessarily limited to, such items as books, audio and video media, and magazines;
 - d. Walk-in privileges at Minnesota public libraries;
 - e. Interlibrary loan service, accessing items in the 11 county area, as well as statewide access to MnLINK;
 - f. Access to children’s services including school visits, pre-school storytimes and summer library programs;

- g. Onsite reference service;
 - h. Ease of return – check out material from any library and return to any SELCO library;
 - i. Programs for various age groups; and
 - j. Commitment to cooperate with other community groups.
5. SELCO shall collect necessary data from the County and the Libraries to report to the Minnesota Department of Education by July 1 of each year. The Commissioner of Education will certify to the County and the Libraries the minimum level of support required by Minnesota Statutes 134.34.
 6. The Libraries agree to provide the County and SELCO with statistical data based on information gathered by the Minnesota Department of Education as referenced in Minnesota Statutes 134.13.
 7. The County will appoint a representative to the SELCO Board of Directors pursuant to Minnesota Statutes 134.341. A vacancy in this position shall be filled in the same manner as the original appointment was made.
 8. The term of this Agreement shall be for a period of five (5) years commencing January 1, 2014. The parties agree to negotiate additional terms in good faith beginning a minimum of six (6) months prior to the termination date. If the parties fail to complete negotiations before the expiration of this Agreement, this Agreement shall remain in effect on a month-to-month basis until such negotiations are completed.
 9. This Agreement may be terminated by written consent of the Parties.
 - a. By written notice from SELCO to the County with notification sent by registered mail, return receipt requested, six (6) months prior to such termination;
 - b. By written notice from the County to SELCO with notification sent by registered mail, return receipt requested, six (6) months prior to such termination.
 10. This document states the entire Agreement among the parties about its subject matter. No agreement affecting the subject matter of this Agreement shall be entered into by any of the Parties, unless all Parties are signatories to such agreement. This Agreement may only be changed, modified, or amended through a written instrument signed by all of the parties to it expressly referencing this Agreement. Nothing in this Agreement is intended to limit or restrict County participation in individual city projects related to community infrastructure which may benefit individual libraries.

Southeastern Libraries Cooperating (SELCO)

President of SELCO Board of Directors

Date

County of Olmsted

County Board of Commissioners, Chair

Date

In Witness Whereof, Resolution of the Board of Commissioners of Olmsted County, Minnesota

County Administrator

Date

Attachment: SELCO Olmsted Contract FINAL (9865 : SELCO-Olmsted County Contract for Library Services)

Chatfield Public Library

Library Board President

Date

Rochester Public Library

Library Board President
City of Rochester, a Minnesota municipal corporation, acting by and through its Public Library Board

Date

Stewartville Public Library

Library Board President

Date

St. Charles Public Library

Library Board President

Date

Van Horn Public Library – Pine Island

Library Board President

Date

<u>BOARD ACTION</u>		MEETING DATE: 1/16/2019
AGENDA SECTION:	ORIGINATING DEPT: Library	
ITEM DESCRIPTION: RACE Exhibit Contract with the Science Museum of Minnesota		PREPARED BY: Purna Gurung
<p>The Library will be hosting the Science Museum of Minnesota's award winning exhibit <i>RACE: Are We So Different? from</i> February 2019-April 2019. The exhibit will be located on the 1st of the building in the Youth Service Area. The attached contract between the Science Museum of Minnesota and Library has been reviewed by the City Attorney.</p> <p>BOARD ACTION REQUESTED:</p> <p>Approve the RACE Exhibit Contract between the Library and the Science Museum of Minnesota.</p>		

Contract for Use of *RACE: Are We So Different?* Mini-exhibition

This Agreement is made and entered into on this _____ by and between the City of Rochester, acting by and through its Library Board (CLIENT), and The Science Museum of Minnesota (SMM). This Agreement constitutes the entire and integrated Agreement between the parties with respect to the subject matter thereof, and supersedes all prior negotiations, representations, and Agreements, whether written or oral. This Agreement shall not be assigned by either party without the prior written consent of the other. It is binding upon each party, its successors, assigns, and legal representatives. No provision hereof may be amended or waived except by written instrument signed by both parties.

CLIENT and SMM agree as follows:

1. Engagement and Acceptance. CLIENT hereby engages SMM to perform services for CLIENT as set forth herein and in Attachment A (Scope of Services), attached. SMM hereby accepts such engagement and agrees to perform the services under the terms and conditions hereinafter set forth.
2. Basic Services. SMM shall furnish the Services of this Agreement as indicated and set forth in Attachments A (Scope of Services), and B (Project Schedule) – hereinafter “Basic Services”.
3. SMM'S Compensation.
 - 3.1 CLIENT will receive the *RACE: Are We So Different?* Mini-exhibition as described in this Agreement at no charge. Charges related to shipping are the responsibility of SMM and maintenance of exhibition is the responsibility of the CLIENT.
 - 3.2 Intentionally omitted.
 - 3.3 Intentionally omitted.
 - 3.4 Intentionally omitted.
4. Project Schedule.
 - 4.1 SMM and CLIENT shall work together to achieve the project schedule and meet the milestones set forth in Attachment B.
 - 4.2 SMM shall not be responsible for delays due to an act of God or civil unrest. SMM shall be entitled to an equitable adjustment to the project schedule for any delay that is caused by CLIENT.

5. CLIENT Representative

5.1 CLIENT shall provide one representative who will serve as the ultimate authority for all decisions, reviews and approvals by CLIENT related to work under this contract. It shall be the responsibility of CLIENT Representative to acquire any required approvals from CLIENT and CLIENT internal staff and administration as well as any inspections and reviews by state and local government entities in a timely fashion and prior to giving final approval to SMM. SMM shall be entitled to rely upon the approvals and instructions of CLIENT's Representative.

5.2 CLIENT hereby designates as its representative for all decisions, reviews, and approvals under this agreement:

Name:	Audrey Betcher
Title:	Director
Company Name:	Rochester Public Library
Address:	101 2nd Street SE
City State Zip:	Rochester, MN 55904
Email:	audrey@rochester.lib.mn.us

5.3 Should CLIENT wish to make changes or modifications to the Basic Services after SMM has received approval from CLIENT Representative and where such changes result in an increase to the work to be performed by SMM under this agreement, such changes may result in an equitable adjustment to the price, project schedule or both.

6. SMM Representative.

6.1 SMM shall provide an SMM Representative who will serve as the ultimate authority for all decisions, reviews and approvals related to SMM work under this contract. It shall be the responsibility of the SMM Representative to acquire any required approvals from SMM and the SMM internal staff and administration prior to giving final approval to CLIENT. CLIENT shall be entitled to rely upon the approvals and instructions of the SMM's Representative.

6.2 SMM hereby designates as its SMM Representative for all decisions, reviews, and approvals under this agreement:

Name:	Tony Williams
Title:	Community Engagement Specialist
Company Name:	Science Museum of Minnesota
Address:	120 West Kellogg Boulevard
City State Zip:	St. Paul, MN 55102
Phone:	612-209-5987
Email:	twilliams@smm.org

7. Advisory Council.

7.1 CLIENT acknowledges that SMM will be convening a Community Advisory Council to advise and assist with the exhibit. CLIENT agrees to engage with the Advisory Council in good faith.

8. Reviews and Approvals. CLIENT agrees that they will receive the exhibition "as-is" upon delivery. Once the Exhibition has been delivered, CLIENT shall bear the cost and burden of

any subsequent changes to the exhibition. All future changes to the exhibit shall be approved by SMM.

9. Termination of Agreement.

9.1 This Agreement may be terminated by either party upon written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination; or if there is a disagreement between the parties, which cannot be resolved. Such termination shall become effective 15 days from the date such notice is actually received by the non-initiating party.

9.2 In the event that either party notifies the other of its intent to terminate this agreement, SMM shall within fifteen days cease all work, cancel any pending material orders, and terminate all subcontracts in effect pursuant to this agreement at the time of termination.

9.3 If prior to termination, SMM has received from CLIENT compensation in excess of the contract amount owed to SMM for work performed prior to termination, as determined under section 9.2 above, SMM shall return to CLIENT that portion of the compensation received from CLIENT which exceeds the amount actually owed to SMM for the work performed prior to termination.

9.4 In the event of such termination, CLIENT may proceed with the work in any manner deemed proper by CLIENT.

10 Independent Contractor Status. SMM shall be an independent Contractor, and this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between CLIENT and SMM. The control and conduct of the work to be performed by SMM will lie solely with SMM, provided that such work shall be subject to approval by CLIENT as otherwise provided in this Agreement. SMM may provide services to others during the period of this Agreement. SMM shall have full authority to employ qualified and experienced workers or subcontractors in carrying out the terms of this Agreement and shall be responsible for and in full control of such workers.

11 Ownership. All exhibits and/or exhibit components created by SMM either solely or jointly with others pursuant to this agreement (hereinafter deliverables) shall be the property of SMM. Following the completion of the initial exhibit installation, SMM and CLIENT may work together to extend the installation of the exhibit, with a possibility of SMM gifting the exhibit to CLIENT. SMM reserves the right to duplicate any or all of the above mentioned deliverables for subsequent use by SMM for any reason or purpose. Where products, writings, formulas, designs, drawings, models, design inventions and/or exhibit components (hereinafter "Existing Products") are acquired from other sources for use in the exhibit, SMM shall acquire any required permission or license from the owner of the Existing Product on behalf of CLIENT, or, in the case of Existing Products belonging to the SMM, shall provide CLIENT with a non-exclusive license to display or use said Existing Products for the purpose of the exhibit. CLIENT shall have no other interest in said Existing Products beyond the license provided. CLIENT grants SMM permission to use images from the exhibit development and design process and images of the finished product to be included in their project portfolio and for use as examples of SMM's work.

- 12 Warranty. CLIENT understands that they are receiving the exhibit in “as is” condition with NO WARRANTY related to parts and workmanship. CLIENT expressly understands that objects in museum exhibits undergo hard use by museum visitors in the normal course of use and will require regular maintenance and repair. Such maintenance and repair is consistent with industry standards and does not fall under the definition of a defect as used in this agreement. Any part of the exhibition which, by design, requires regular repair, adjustment, or maintenance, and which has been accepted by CLIENT with full knowledge and acceptance of this requirement, shall not be determined to have failed if the known problem occurs as a result of inadequate repair or maintenance by CLIENT.
- 13 Responsibilities; Indemnification; Liens.
- 13.3 Each party shall be responsible for its own acts and behavior and the results thereof to the extent authorized by law.
- 13.4 Notwithstanding any insurance coverage by SMM, CLIENT will be responsible for and pay all amounts associated with any theft, damages and losses to the exhibit resulting from CLIENT’s gross negligence, reckless conduct or intentional acts.
- 13.5 The parties shall comply with the insurance requirements listed on Attachment C.
- 14 Notices. Notices required or permitted hereunder shall be in writing and shall be sent to the address for SMM and CLIENT set forth in paragraphs 5 and 6 hereof and shall be deemed given on the earlier of:
- physical delivery to a party;
 - upon delivery after mailing by prepaid certified mail, return receipt requested; or
 - three (3) business days following mailing if sent via first class mail.
- 15 Severability. If any provision of this Agreement is deemed to be illegal, invalid, or unenforceable for any reason, it shall not affect the legality, validity, or enforceability of any other provision hereof.
- 16 Dispute Resolution. Any controversy or claim arising out of or relating to this agreement shall be resolved by arbitration pursuant to the commercial rules of arbitration of the American Arbitration Association, and judgment on the award may be entered in any court having jurisdiction thereof.
- 17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together be deemed to constitute one and the same instrument.
- 18 Headings; References. Paragraph headings contained in this Agreement are included for convenience only and shall not affect the meaning of the provisions hereof. References to Paragraphs herein shall be to Paragraphs of this Agreement unless otherwise indicated.
- 19 Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Minnesota.
- 20 Approval. This Agreement or any modification hereto is of no force and effect until signed by both parties.

- Signature Page Follows -

This Agreement is made and entered into on _____ by and between the City of Rochester, acting by and through its Library Board (CLIENT), and The Science Museum of Minnesota (SMM) for the purpose of having SMM lend the 500 sq ft version of the *RACE: Are We So Different* exhibit.

Acknowledgment:

The undersigned affirm that they have the authority to enter into this agreement on behalf of their respective institutions, that all terms of this agreement are understood and agreed to, and that all terms and conditions will be met.

For: Science Museum of Minnesota
120 West Kellogg Boulevard
St. Paul, MN 55102

By: _____ Date _____
Alison Brown, President

For: City of Rochester, Acting by and through its Library Board
101 2nd Street SE
Rochester, MN 55904

By: _____ Date _____

Attachment: RPL RACE Contract - Draft 2 (10024 : RACE Exhibit Contract with the Science Museum of Minnesota)

Attachment A Scope of Services

The Science Museum of Minnesota will provide fabrication and refurbishment services as defined by the terms of this Agreement and the scope of work contained in this Attachment A.

RACE: Are We So Different? Mini-exhibition

Exhibition Description

Created in partnership with the American Anthropological Society, the RACE exhibit uses photography, multimedia components, interactive activities, and more to help visitors look at race from three different perspectives – biology, history, and contemporary lived experience. The three perspectives are woven together to tell a compelling story of science with deep and lasting social impact. In Greater Minnesota, the Science Museum will be working with local leaders to support programming tailored to each community’s needs.

Specifications:

- footprint: 450 square feet
- layout: modular design and flexible configurations
- signage: bilingual English and Spanish
- audience: families with children
- location: indoor use; not designed for portable outreach events
- power: multiple exhibit components require electricity
- maintenance: minimal

Exhibit Components:

- Title panel
- Thesis panel: an introduction to the exhibit
- Who’s Talking? An interactive video on race and voice
- Census display: An outline of the shifting categorization of race over time
- Wealth display: a number of panels and displays discussing wealth inequality for different racial groups
- History panels: three panels discussing the creation of race, the creation of racialized laws, and the invention of whiteness

Background:

The display of the *RACE: Are We So Different* Mini-Exhibitions in Greater Minnesota is made possible by grants from the Minnesota Legacy Fund and the Institute of Museum and Library Services (IMLS).

The intent of this agreement is to allow the CLIENT to display the mini-exhibition to the visiting public.

Display & Ownership Commitment:

- CLIENT commits to display the mini-exhibition in its entirety for a minimum of three (3) contiguous months.
- If circumstances change and CLIENT is unable to display the exhibition, CLIENT will notify SMM.
- After meeting the three-month display commitment, SMM and CLIENT will work together to determine next steps, including the possibility of travelling the exhibit to other nearby sites, or transferring ownership of the exhibit to CLIENT.

During the three month required display period:

- CLIENT shall be responsible for all repairs, routine care, maintenance and replacements of consumable supplies.
- CLIENT may modify some portions of the exhibit(s) to meet the needs of CLIENT's site. For example, CLIENT may make repairs with non-specified parts, and may add an exhibit component, additional signage, or a multimedia component.

Community Advisory Council

- SMM will convene a Community Advisory Council to assist with the exhibition of *RACE* in the host community. The Advisory Council will assist with the outreach, promotion, and programming of the exhibition.
- CLIENT agrees to work with the Advisory Council to ensure that the exhibit is accessible to and productive for the host community.

Programming and Events

- SMM will contribute funding and support for a number of community events around the exhibit, including (but not limited to) a community dinner, two listening workshops, community-generated programming, and a weeklong Race Professional Development institute.
- CLIENT agrees to support these events when reasonable, including providing space, promoting events, and making exhibit resources available.

Restrictions:

- (A) CLIENT will not remove any credit graphics on the *RACE* mini-exhibition.
- (B) CLIENT may not charge a separate additional admission fee or "up-charge" in addition to their regular museum admission to allow visitors to visit the exhibition.
- (C) CLIENT may not sell exhibition for a fee (with the exception of transportation costs).
- (D) CLIENT may not charge a rental fee to travel the exhibition (with the exception of transportation costs).
- CLIENT agrees not to make any changes to the content of the exhibit without approval from SMM.

Maintenance and Repair

- CLIENT is responsible for maintenance and repair of the exhibition while on display.
- SMM will provide a technical support manual for the mini-exhibition.
- SMM will be responsive to requests for technical support.

Shipping

- SMM will pay for shipping the mini-exhibition to the CLIENT.

Set-up and Installation

- SMM would provide CLIENT with set-up and installation instructions.
- CLIENT is responsible for actual installation.

Reporting Requirements:

- CLIENT will agree to an interview and/or survey process with the Science Museum's Research and Evaluation team for documentation, evaluation, and research purposes.

Publicity, Credit and Sponsorship

- The CLIENT shall be responsible for all publicity, promotion and advertising relating to the display of the exhibition at their site.
- Whenever possible and where appropriate, credit should be given to the Science Museum of Minnesota and the American Anthropological Association, along with the fact that the exhibition is funded by Legacy and IMLS grants.
- Appropriate credit is included on the exhibition signage.

Estimated Value of Exhibition:

- The exhibition is valued at \$50,000.00

Attachment B Project Schedule

What's Happening?	Timeline
Advisory Council Applications Open	November 5 th , 2018
First Community Advisory Council Meeting	December 2018
Exhibit arrives at Apache Mall for installation	December 2018
Two Community Listening and Planning Workshops	January 2019
Exhibit relocates to Rochester Public Library	February 2019
Community-led Programming	February – April 2019
Race Professional Development Institute (24 people)	Q2 2019
Final Celebration	June 2019
Evaluation and Research follow up	Aug - Sep 2019

Attachment C Insurance Requirements

CLIENT's Insurance Requirement

CLIENT, at its sole cost and expense and throughout the term of this Agreement, shall purchase and maintain the following insurance coverage:

- a. Fine Arts Coverage \$500,000
- b. General Insurance Provisions:
 - i. Policy a. shall waive any rights of recovery or subrogation against SMM;
 - ii. Policy a. shall name SMM as an additional insured, and shall be primary and non-contributory;
 - iii. All policies will be written with an insurance company that has an AM Best Financial Strength Rating of A X Stable or better, and must be licensed to do business within the state(s) where performance of this AGREEMENT will occur;
 - iv. Any of the limits required above may be met with any combination of primary and excess policies as long as coverage is consistently broad in all layers;
 - v. Insurance coverage limits, terms and conditions stated herein are to be considered minimums and do not denote to CLIENT or its insurers any limitations of liability.
 - vi. CLIENT, prior to the commencement of this agreement and the commencement of any work, shall deliver to SMM a valid Certificate of Insurance and a copy of the policy showing that the insurance requirements denoted in this section are in place. Upon the expiration of any policy described above, CLIENT shall deliver to SMM an updated Certificate of Insurance that shows that the expired policy has been renewed;
 - vii. All policies must be endorsed to provide 30 days' notice to SMM prior to cancellation. Coverage material to this agreement cannot be modified without 30 days' notice to SMM.

<u>BOARD ACTION</u>		MEETING DATE: 1/16/2019
AGENDA SECTION:	ORIGINATING DEPT: Library	
ITEM DESCRIPTION: March 2019 Board Meeting		PREPARED BY: Purna Gurung
<p>The March 2019 (3/20/19) Board meeting falls during Stewartville Public School's Spring Break. The week after is the Rochester Public School Spring Break. Discuss whether the Board should consider moving the March meeting a week earlier from 3/20/19 to 3/13/19.</p> <p>BOARD ACTION REQUESTED:</p> <p>Discuss and approve moving the regularly scheduled March Board meeting (3/20/19) to 3/13/19.</p>		

INFORMATIONAL ITEM**MEETING DATE:**
1/16/2019**AGENDA SECTION:****ORIGINATING DEPT:**
Library**ITEM DESCRIPTION:**
Personnel Updates**PREPARED BY:**
Audrey Betcher

Brian Lind has been promoted to the Librarian II position in Reference. That means that a Librarian I position is now open.

INFORMATIONAL ITEM**MEETING DATE:**

1/16/2019

AGENDA SECTION:**ORIGINATING DEPT:**

Library

ITEM DESCRIPTION:

Data Wall

PREPARED BY:

Audrey Betcher

Heather will present on the final 3 short-term outcomes (C, E, F) and talk about survey plans for 2019.