

Board of Directors
Regular Meeting Agenda, supplemental info
 Tuesday, July 16, 2019, 7:00pm
 Jeanne Marie Gaulke Community Meeting Room
 502 State St, Hood River
 Jean Sheppard, President

- | | |
|---|-----------|
| I. Additions/deletions from the agenda (ACTION) | Sheppard |
| II. Conflicts or potential conflicts of interest | Sheppard |
| III. Board officer elections (ACTION) | Sheppard |
| IV. Consent Agenda (ACTION) | President |
| i. Minutes from June 18, 2019 meeting | |
| V. Open forum for the general public | President |
| VI. Staff presentation – Operations Assistant, Mo Burford | President |
| VII. Reports | |
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| i. Establishing regular meeting time (ACTION) | President |
| ii. Discussion of Friends of the Library and Library Foundation liaisons | |
| iii. Painting bid (Action) | President |
| iv. Hood River County Emergency Services partnership (ACTION) | President |
| v. Volunteer policy (ACTION) | President |
| vi. Reader board discussion | President |
| vii. Request for bids for Feasibility and Scoping Exercise discussion | President |
| viii. New copier (Action) | President |
| X. Agenda items for next meeting | President |
| XI. Adjournment | President |

Other matters may be discussed as deemed appropriate by the Board. If necessary, Executive Session may be held in accordance with the following. Bolded topics are scheduled for the current meeting's executive session.

- ORS 192.660 (1) (d) Labor Negotiations
- ORS 192.660 (1) (e) Property
- ORS 192.660 (1) (h) Legal Rights
- ORS 192.660 (1) (i) Personnel

The Board of Directors meets on the 3rd Tuesday each month from 7:00 to 9:00pm in the Jeanne Marie Gaulke Memorial Meeting Room at 502 State Street, Hood River, Oregon. Sign language interpretation for the hearing impaired is available if at least 48 hours notice is given.

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Tuesday, July 16, 2019, 7:00pm
Jeanne Marie Gaulke Community Meeting Room
502 State St, Hood River
Jean Sheppard, President
Notes prepared by Rachael Fox

- I. Additions/deletions from the agenda (ACTION)** Sheppard
- II. Conflicts or potential conflicts of interest** Sheppard
- III. Board officer elections (ACTION)** Sheppard

Annually, the Board elects a President and Vice President, as delineated in the Board Governance Policy. At the June meeting, Sheppard agreed to be nominated as President for the 2019-20 fiscal year, and Bureker agreed to be nominated as the Vice President. Further nominations can be taken from the floor, too. Successful candidates require a majority of the vote in favor.

If there are any changes, the newly elected President will need to state the new President, Vice President, Library Director Rachael Fox and Assistant Director Arwen Ungar are authorized to sign checks for the District and then Fox will alert the bank to update the bank signature card.

- IV. Consent Agenda (ACTION)** President
 - i. Minutes from June 18, 2019 meeting**

Attachments: III.i. June 18, 2019, meeting minutes

- V. Open forum for the general public** President

- VI. Staff presentation – Operations Assistant, Mo Burford** President
Mo Burford will discuss his job duties and the role of the Operations Assistant at the library.

VII. Reports

- i. Friends update** Fox

The Friends of the Library are on break for the summer. However, the annual Friends of the Library picnic potluck will be on Tuesday, August 13, 6:00-8:00pm at 505 Eugene St. in Hood River (Jean Harmon's home). Board members are invited. Please bring a dish to share.

- ii. Foundation update** Fox

The Library Foundation is also on break for the summer and will resume their meetings in September.

- iii. June 2019 financial statements** Fox

Attachment: V.iii. June 2019 financial statements

At the end of the 2018-19 fiscal year, the District's General Fund ended with \$694,723, \$39,723 more than budgeted for next fiscal year. This amount includes ample operating funds to take us from July through November, when we receive the bulk of our tax revenue. I estimate the need for \$80,000 per month for 4.5 months, or \$360,000. The carryover also includes the \$100,000 in contingency that we did not spend. That money gets rolled over directly back into our contingency. Here were some other notable items from last fiscal year:

- Current year tax revenues came in \$23,413 higher than budgeted.

- Overall Personal Services came in \$54,392 under budget.
- Overall Materials and Services came in \$30,670 under budget.
- Building maintenance came in over budget due to several repairs with lighting and facility, with being \$7,767 over the \$15,000 budgeted.
- Legal Services came in over budget due to requiring an increase in services to discuss policies and HVAC issues, with \$1,113 over \$3,000 budgeted.
- Property insurance came in \$2,941 lower than budgeted, a discrepancy that has been corrected during the current fiscal year.

iv. **Director's report**

Fox

Administration

- We are switching internet providers for the Hood River Library. We have received an excellent rate from Hood River Electric for \$125 per month for 100 mbps. The new rate is 60% less than we were paying for our internet services with Gorge.net.
- Our IT Specialist Ken Jacobs will not be moving out of the area. He will continue to provide IT support to the District.
- We have started a new staff training program and have found it successful. We provide training in multiple ways and at various times to ensure all our staff receive the training they need.
- Audit Interim visit:
 - Overall, the findings looked good. They discovered one item which they will reference on the final report. Our auditors discovered at the Hood River Library District has been paying a staff member the incorrect wage. They recommended the wage be corrected for the staff member.

On August 1, 2018 the staff member was given step increases due to their excellent work at the District and they recently completed a long training program which elevated their status in our SAGE system. I submitted the paperwork with the correct wage to our accountant and provided a copy to the staff member. I incorrectly updated the wage on the staff member's time sheet to a wage above what they should have received. The wage on the timesheet and not the paperwork was used by our accountant. I apologize and I believe I would have discovered the mistake earlier if I would not have gone on family medical leave. I was gone when the first updated paycheck was issued. I have corrected the mistake and the employee is now receiving the correct wage starting with the June 2019 payroll.

Facilities

- The two disabled parking spaces located in the driveway on the east end of the property have been repainted.
- At the June 18, 2019, board meeting the board discussed digital signage for the Oak Street side of the building. I discovered the City of Hood River does not allow moveable signage within city limits.
- Our IT support, Ken Jacobs discovered our internet speed is 30 mbps instead of the 100 mbps we should be receiving at the Hood River branch. Jacobs worked with Gorge.net to determine we needed to upgrade our equipment. We purchased a new Firewall for \$1,200. This fixed the issue with reduced speed and allowed us to move forward with a new setup for patrons and staff for our copying and printing needs. There is more information regarding this proposed change at the end of the board packet.

Personnel

- One of our Youth Outreach Assistants for the Odell Bus Sandy Chijate Coyote, will also be working as a Public Service Clerk Substitute for the District. She is currently assisting Bilingual Outreach Specialist Yeli Boots two times per month at the Mercado and will be a substitute for all the branches in the District.

Programs

- We kicked off our Summer Reading Program for all ages on Saturday, June 15, with Reptile Man.
- The children's weekly summer performers for the Hood River branch occur every Wednesday at 5:30pm. We also have performers at the branches and the community of Odell.
- This summer, teens will have a writing workshop, Sherlock Murder Mystery Night and the annual overnight Teen Lock-In!
- We have several adult programs over the next month ranging from author readings, book discussions, writing workshop and a Ukulele workshop.
- The opening day for the Odell Mercado/Pop-Up Library on Thursday, June 27, had over 200 people in attendance and Thursday, July 11, had over 215 in attendance. Library staff signed up over 50 children up for summer reading.
- The Odell Mercado/Pop-Up Library will feature live music and crafts throughout the summer.

Services

- The Library is offering a new streaming service, Kanopy. With Kanopy, Hood River County Library District Patrons Will Have Access to more than 30,000 Films, For Free. Library patrons can access Kanopy and sign up to start streaming films on instantly by visiting hoodriverlibrary.kanopy.com. Films can be streamed from any computer, television, mobile device or platform by downloading the Kanopy app for iOS, Android, AppleTV, Chromecast or Roku. Patrons have 10 credits per month to view films and Kids Kanopy is unlimited viewing.

VIII. Old Business

i. HVAC discussion

President

At our June 18, 2019 meeting, the Board discussed hiring a consultant to conduct an assessment of our system to determine if there other options besides installing the same make and model of our current Roof Top Unit (RTU). After conducting research, I discovered the best route to gain an independent opinion of our system will be to consult with a mechanical engineer. By chance, during another meeting, I was informed of Energy Trust of Oregon and they could possibly assist with a free study by a mechanical engineer to look at our system.

I contacted Energy Trust of Oregon and they stated they would consult with a mechanical engineer at R&W engineering in Portland regarding our current system and our budget to see if a study would be beneficial for us.

The mechanical engineer stated it would be very expensive to convert our system to something that combines the heating and cooling and would be a much more time intensive project. He may be able to recommend a system for future consideration, but advised with our budget and the timing that it is better to focus on an energy efficient upgrade to the RTU at this time.

At this point, Rick thinks we might qualify for a unit which is slightly above code, which means it can save us energy in the long run and Energy Trust of Oregon could possibility provide incentives for the difference between the unit at code and the unit above code. Rick estimates an RTU at code will cost around \$54,000 and the above code unit will cost \$58,000. This does not include the labor portion but only the RTU.

I signed the Library District up for the free assessment on Wednesday, July 3. The study will be completed between August 8-22. I consulted with Library District Board President Jean Sheppard and we determined this is the best course of action based upon the District Board's decision to hire a consultant to gather more information before proceeding. At this point, our HVAC system is still

working with one compressor and as we move into warmer weather I will determine if we need to add portable cooling units, or, we can work with our current unit.

I would like to discuss this further and receive feedback.

In addition, our legal counsel Ruben Cleaveland sent a letter to Trane of Oregon regarding compressor B. I will provide an update at the meeting.

IX. New Business

i. Appointing agents of record (ACTION)

President

Attachments: IX.i. Resolution 2019-20.01, establishing agents of record

The District must appoint its insurance agents of record. We have two agents. Columbia River Insurance assists the district with general liability and property insurance, which we currently get through Special Districts Insurance Services. HUB International assists us with employee benefits such as health insurance and retirement, which we currently get through United Healthcare (medical and vision insurance), Lincoln Financial Group (dental insurance), and T. Rowe Price (403(b) retirement plan). Both agents have been helpful. The attached resolution affirms these companies as our agents of record for the coming year.

ii. Establishing regular meeting time (ACTION)

President

Attachments: IX.ii. Resolution 2019-20.02, establishing a regular meeting time

The Board's regular meeting time, date, and location needs to be established annually. At the June regular meeting, Board members agreed that the third Tuesday from 7.00-9.00p was a good time for regular monthly meetings.

iii. Discussion of Friends of the Library and Library Foundation liaisons

President

Each year, the District Board designates liaisons to attend the monthly meetings for the Friends of the Library and the Library Foundation. Past Board members have found attending the meetings is appreciated by our support groups, which are a valuable asset to the library through their financial and volunteer support. I also attend all the meetings and can report to the Board.

- Friends of the Library – meet second Tuesday of each month from 12:00-1:00pm. They do not meet in July, August, or December.
- Library Foundation – meets the first Wednesday of each month from 5:00-6:30pm. They do not meet in July, August or December.

iv. Painting bid (Action) President

Attachments: IX.iv. Painting bid Michael Peterson-Love

The Library Foundation has provided funds to paint the interior of the library in the amount of \$6,297.68. The two areas the Foundation agreed to fund is the new addition, upper level of the library, excluding the back staff area and the Atrium, and the hallway and area outside the public restrooms on the lower level.

After feedback from several staff members, we discussed painting over the salmon color in the building. It has been suggested it is outdated. I approached Michael Peterson-Love to discuss painting over all the salmon paint in the library (excluding the private staff area), the two areas the Library Foundation has funded, the public restrooms and the small meeting room near the Young Adult area.

Peterson-Love provided a quote in the amount of \$7,100. Peterson-Love will conduct the painting outside of open library hours.

All the walls and most of the doors will be painted the current ivory color we have in the building. The pillars in the new addition, metal poles throughout the building and the doors to the public restrooms will be painted brown, which matches the brown on the historic windows inside the library.

The Foundation will fund \$6,297.68 and the Library District will fund \$802.32 from the Capital Fund. I ask the board for approval of this project.

v. **Hood River County Emergency Services partnership (ACTION)** President
Attachments: IX.v. IGA Hood River County

Barb Ayers, Hood River County Emergency Manager with Hood River County (HRC), has approached the Hood River County Library District (HRCLD) to discuss a partnership for emergency services for Hood River County. HRC is offering the Hood River Library to be a designated location for a generator for emergency backup use. HRC was awarded a Homeland Security grant which will be fulfilled beginning August 2019-June 2020. The grant will provide funds for several generators for emergency backup use at critical facilities.

HRCLD signed an Intergovernmental Agreement (IGA) with HRC on September 20, 2016 for emergency use of the Hood River Library premises. This IGA was negotiated with the former Library Director as part of the transfer of ownership of the Hood River library property and building from HRC to the HRCLD. The IGA allows the county to temporarily use the Hood River Library facilities in case of emergency, disaster response scenario, or continuity of County operations protocol.

HRC believes the library is a perfect location for emergency response or recovery operations, including possibly relocating essential services that need to be reinstated in a situation where the County Administration building is incapacitated (i.e. earthquake) and re-opening the Emergency Operations Center (EOC) or need to set up emergency shelters for community sharing of public assistance resources for the downtown communities, during, or post disaster.

For example, Barb Ayers stated, in the Eagle Creek Fire, HRC could have set up a Family Assistance Center for relocated folks, clean air/cooling shelters on smoky days (which the library did provide,) opened shelter or relocated a portion of emergency response planning staffs to library staff.

Ayers stated, it is not HRC's goal to close the library down to the public for their use, they could see that happening in a very extreme circumstance, like a Cascadia earthquake. HRC wants our library to remain what it already is, a welcoming place for the public. On people's worst days (disasters,) that is incredibly important to maintain.

I have informed Barb Ayers the structural design for both the new wing and the renovation of the historic library were based on the code at the time for a public facility that is NOT categorized as an "essential facility". This means the building was designed to resist the loading from a seismic event and allow people to exit, but the structure itself would likely not be occupiable after a large seismic event.

HRC wants to support their partners in this emergency planning, with a generator that can help everyone, in large scale emergencies. In the meantime, the generator is ours to use as needed if Library power fails. They will work out details along the way with HRLCD. They just need our support and expertise, and access if anything bad should occur. If we prefer a mobile generator, and storing it, they can work that out, as long as it is accessible and useable if needed for emergencies.

HRC also will add generators to other backup sites, like CGCC on the Heights and schools, HR Valley Senior Center – all facilities that could be designated shelters, community supply sharing, warming/cooling sites, or backup emergency response facilities, in partnership with Hood River County Emergency Management.

If HRCLD accepts the generator, HRC and HRCLD will both be responsible to ensure the asset is managed and inventoried appropriately for at least seven years. HRC will buy the generator to our specs (budget allowing) and work with the HRCLD to fulfill the grant. The County will be reimbursed by the federal/state Homeland grant for its purchases.

HRC is also working collaboratively with the Hood River County Energy Plan team to prioritize key facilities like the library that could help people, or aid emergency response, that should also receive in depth planning for solar and back up battery power. HRC hopes over the long term, to create more sustainable, energy and emergency resilient community facilities.

I think this is great opportunity and we should move forward with the accepting the generator and continuing to work collaboratively with the Hood River County Energy Plan Team and Hood River County Emergency Management. I would like board approval to accept the generator.

vi. **Volunteer policy (ACTION)**

President

Attachments: IX.vi. Volunteer policy [2019-07-18]

I consulted with the Human Resource specialist at the Special Districts Association of Oregon. They recommended the following changes:

- Volunteers are not employees and we should not use any language that suggests they are. The sentence was removed.
- Add “the volunteer” also has the right to terminate the working association at any time, for any reason.
- Change the wording from volunteers are “asked” to “required” to record their hours of service.

I am asking the board to approve the amended policy.

vii. **Reader board discussion**

President

Attachments:

- IX.vii.a. Reader board sign
- IX.vii.b. Reader board sign, building

Dayna Reed, owner of Sign Art in Hood River, has designed a reader board for the front of the Hood River Library. This project will be funded by the Library Foundation. I would like to discuss the design and hear feedback from the board. The sign specifications are listed below.

- Header line with 3 line 6” letter reader board
- 40” x 120” wall mount aluminum panel with welded steel frame/powder coated
- Gemini 100 letter change-able copy set
- Price includes design, comps, production and installation
- Sign \$1600, permits \$150.

viii. **Request for bids for Feasibility and Scoping Exercise discussion** President

Attachment: IX.viii. Request for bids for Feasibility and scoping exercise

The District did not receive any proposals. Moving forward, I recommend a revision to the scope of the project to either match our current budget or we can adjust the budget. I plan to reach out to library consultants to gather their feedback regarding the project and how it could be adjusted. I can provide

an updated Request for Bids at the August 20, 2019. I'd like to discuss this further at our meeting and gather input from the board.

ix. **New copier (ACTION)**

President

Attachment:

- IX.ix.a. Monthly print spend analysis
- IX.ix.b. Equipment support agreement
- IX.ix.c. Equipment order form
- IX.ix.d. Lease Agreement
- IX.ix.e. Letter to release liability
- IX.ix.g. Terms and conditions

We currently lease a black/white copier from Ricoh. I was approached a few months ago by a company called Solutions Yes. They are well known in the gorge market and offer high quality machines and excellent support to a variety of businesses and government entities, including Hood River County School District, City of Hood River, Hood River Parks & Recreation District, and more.

I propose we upgrade to a new color/black&white copier with scanning capability. This is a cost effective and will provide better service and printing capability for library patrons and staff.

Our system is currently configured with two separate networks with separate printers and copiers for the public and staff. It was configured this way for security reasons. We use multiple different printers for color copies and black/white copies for the staff and the public. This is expensive. Due to the recent purchase of the Firewall, we can now allow the staff to print to the public network, too. We will be able to eliminate the two stand alone color printers from the building. We will still have three black and white printers in the building for back-up and ease for staff. All large black and white jobs and all color jobs will print to the new copier.

Another perk, will be scanning capability. Our current scanner for the public is tied to a public internet computer, which is not freely available if a patron is using it for other purposes.

We currently do not have a public color copier. Patrons can only print from the public computers or their device in color. Staff have a color copier in the staff area, but it can handle small jobs.

Solutions Yes has offered to buy out our current lease. They will issue the District a check and store our machine at their warehouse. We will continue to make the remaining payments and when our lease expires, they will send back the machine for free.

Please reference the Monthly Print Spend Analysis in the board packet for full details. It shows a comparison to our current cost for operating all our machines and the cost of the lease and projected amount of copies.

- Currently spend \$235.39 for all our machines and ink.
- 60 month lease \$169.95 per month. We will pay a set fee for each copy. They offer new color technology which uses three tiers based upon the amount of color used on each page.
 - Tier 1: (Spot color) \$.025
 - Tier 2: (Business color) \$.035
 - Tier 3: (Full color) \$.045
- Total estimate monthly print spend for the new machine: \$190.16 per month.

The total cost of the lease over 60 months will cost \$10,197. This exceeds the \$10,000 threshold for procuring good and services as according to the Oregon Revised Statues, which requires 3 informal bids. We will use the OETC Government Contract Pricing, which will not require us to obtain bids. As

discussed at the budget committee meeting on May 14, in anticipation of this new copier, we increased the copier budget and decreased the office supply budget (ink).

I contacted Ricoh for a price comparison and they offer a similar machine without the three tier technology for \$182.54 and a set price for color at \$.05 per copy.

I have submitted the documents to our legal counsel Ruben Cleveland for review. Upon Cleveland's approval, I recommend we lease the new copier from Solutions Yes. I ask for board approval.

X. Agenda items for next meeting

President

- Statistics FY 2018-19
- Library Policy

XI. Adjournment

President

Other matters may be discussed as deemed appropriate by the Board. If necessary, Executive Session may be held in accordance with the following. Bolded topics are scheduled for the current meeting's executive session.

- ORS 192.660 (1) (d) Labor Negotiations
- ORS 192.660 (1) (e) Property
- ORS 192.660 (1) (h) Legal Rights
- ORS 192.660 (1) (i) Personnel

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Board of Directors
Regular Meeting Minutes
Tuesday, June 18, 2019, 7:00pm
Jeanne Marie Gaulke Community Meeting Room
502 State St, Hood River
Jean Sheppard, President
Notes prepared by Library Director Rachael Fox

Present: Rachael Fox (staff), Jean Sheppard, Brian Hackett, Karen Bureker (phone), Megan Janik, Sara Marsden.

I. Additions/deletions from the agenda (ACTION) Sheppard

Board President Jean Sheppard called the meeting to order at 7:07pm. Fox stated she has three quotes available for replacement of the Roof Top Unit (RTU) from Trane, A & E Heating and Cooling, and Northwest Control. Marsden moved to approve the agenda as amended. Janik seconded. The motion carried unanimously.

II. Conflicts or potential conflicts of interest Sheppard

None stated.

III. Consent Agenda (ACTION) Sheppard

i. Minutes from May 14, 2019 budget committee meeting

ii. Minutes from May 21, 2019 meeting

Marsden moved to approve the consent agenda. Janik seconded. The motion carried unanimously.

IV. Open forum for the general public Sheppard

There was no one from the public present.

V. Reports

i. Friends update Fox

There was nothing to add to the written report.

ii. Foundation update Fox

There was nothing to add to the written report.

iii. May 2019 financial statements Fox

There was nothing to add to the written report.

iv. Director's report Fox

There was nothing to add to the written report.

VI. Old Business

i. HVAC discussion Sheppard

Fox stated she obtained three quotes for replacement of the RTU. Despite providing a Scope of Work, two of the companies did not include all components. Due to timing constraints, Fox was unable to contact the companies for a revised quote.

Trane offered a solution to the repairs (installation of a new compressor B which shortly failed) recently

completed on the Trane Rooftop unit. The credit of \$13,961.46 could be applied toward future labor and start up of a new unit, which must be purchased directly from Trane. Sheppard stated Trane should offer a reduction in cost or waive the cost of the compressor B unit and installation and not offer a credit. The Board agreed.

Hackett stated there may be another option for heating and/or cooling. Sheppard stated it might be an ideal time to look at all our options since the boiler will need to be replaced in the near future. Sheppard suggested we should not rush and the District can rent portable air conditioning units, if needed. The board discussed hiring a consultant to look at entire system, including our heating (boiler) and cooling (RTU). Fox stated she would research our options and report back to the board.

The Board further discussed the failure of the recently replaced compressor B and now compressor A and the failure of Trane to honor the parts warranty claim, despite stating the compressor was under warranty. Sheppard stated the District should issue a letter to Trane from our legal counsel Ruben Cleaveland regarding the situation. The Board agreed. Fox stated she would work with Cleaveland to issue the letter.

ii. **Request for bids for Feasibility and Scoping Exercise (ACTION)** Sheppard

Fox recommended not placing a ceiling on the Feasibility and Scoping Exercise because it may limit applicants. Hackett stated, the District could add a suggested value. Sheppard asked if Fox or Library Foundation President Jen Bayer knew the going rate for this type of work. Fox stated she did not, but the Strategic Planning session in 2016 with a consultant cost around \$14,000. Sheppard suggested either \$5,00-\$7,000 or \$7,00-\$10,000 for a suggested value. Fox suggested starting with \$5,000-\$7,000. The board also discussed the Request for Bids proposal requirements might need to be scaled back to create a smaller project to match the budget, if we do not receive any bids. Or, the District might need to budget additional funds.

Hackett made a motion to approve the Request for bids for Feasibility and Scoping Exercise with the addition of a suggested value of \$5,00-\$7,000. Janik seconded. The motion carried unanimously.

VII. New Business

i. **New business**

ii. **2019-20 Budget approval (ACTION)**

Sheppard

I. Budget hearing

President Sheppard opened the budget hearing at 7:55pm. She closed it at 7:56pm, as no public were present. Hackett moved to approve Resolution 2018-19.08, adopting the budget, making appropriations, imposing taxes, and categorizing taxes. Marsden seconded. The motion carried unanimously.

iii. **Approval of recurring payments for 2019-20 (ACTION)**

Sheppard

Hackett moved to approve Resolution 2018-19.09 - Authorizing Vendors for online and automatic payment of bills. Janik seconded. The motion carried unanimously.

iv. **Discussion of 2019-20 President and Vice-President positions** Sheppard

The board discussed Jean Sheppard and Karen Bureker continuing in their roles of President and Vice President.

v. **Discussion of regular meeting time**

Sheppard

The board discussed continue to meet the third Tuesday of each month at 7:00pm.

vi. **Library Director contract renewal (ACTION)**

Sheppard

Mardsen moved to approve the Library Director contract with the wage increase approved at the May 20, 2019 Board meeting. Janik seconded. The motion carried unanimously.

vii. **Bulletin board and information distribution policy (ACTION)**

Sheppard

Janik made a motion to approve the amended Bulletin board and information distribution policy. Marsden seconded. The motion carried unanimously.

viii. **Personal services policy (ACTION)**

Sheppard

Hackett made a motion to approve the amended Personal services policy with the correction a contract must not exceed \$150,000. Bureker seconded. The motion carried unanimously.

ix. **Signage discussion**

Sheppard

The board discussed signage on the front of the building and on the Oak Street side. Fox recommended a reader board with changeable letters for the front of the building. Sheppard stated we want to make sure it is high quality. Fox said she has spoken to a local sign designer and he stated he could create a high quality sign. Bureker asked if the display would be locked. Fox stated she would request a lock. Sheppard, Hackett and Marsden expressed interest in digital electronic signage on the Oak Street side of the property. Fox stated she would explore their options and report back to the board.

VIII. **Agenda items for next meeting**

Sheppard

IX. Adjournment

Sheppard

Adjourned 8:12pm.

Other matters may be discussed as deemed appropriate by the Board. If necessary, Executive Session may be held in accordance with the following. Bolded topics are scheduled for the current meeting's executive session.

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**HOOD RIVER COUNTY
LIBRARY DISTRICT**

**Compiled Financial Statements
June 30, 2019**

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Onstott, Broehl & Cyphers, P.C.
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RICK M. CYPHERS, c.p.a.

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INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Hood River County Library District
Hood River, Oregon

Management is responsible for the accompanying financial statements of Hood River County Library District, which comprise the balance sheet – cash basis as of June 30, 2019, and the related statement of revenues, expenditures and changes in fund balance – cash basis for the one month and twelve months then ended, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all of the disclosures and the statement of cash flows ordinarily included in financial statements prepared in accordance with the cash basis of accounting. If the omitted disclosures and statement of cash flows were included in the financial statements, they might influence the user's conclusions about the District's assets, liabilities, equity, revenues, and expenditures. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The supplementary information contained on pages 4 through 8 is presented for purposes of additional analysis and is not a required part of the basic financial statements. The supplementary information has been compiled from information that is the representation of management. We have not audited or reviewed the supplementary information and, accordingly, do not express an opinion or provide any assurance on such supplementary information.

Onstott, Broehl & Cyphers, P.C
July 11, 2019

Hood River County Library District
Balance Sheet - Cash Basis
June 30, 2019

ASSETS

	<u>General Fund</u>	<u>Grants Fund</u>	<u>Capital Equipment Reserve Fund</u>	<u>Total</u>
Current Assets:				
Cash in bank - Columbia State Bank	\$144,934			\$144,934
Cash with Hood River County	540,354	\$110,203	\$96,230	746,787
Petty cash	416			416
Prepaid payroll taxes	9,019			9,019
Total Current Assets	<u>694,723</u>	<u>110,203</u>	<u>96,230</u>	<u>901,156</u>
TOTAL ASSETS	<u><u>\$694,723</u></u>	<u><u>\$110,203</u></u>	<u><u>\$96,230</u></u>	<u><u>\$901,156</u></u>

LIABILITIES & FUND BALANCES

Liabilities				
Current Liabilities				
Payroll liabilities	\$0			\$0
Total Current Liabilities	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Liabilities	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Fund Balances:				
Unassigned	<u>694,723</u>	<u>110,203</u>	<u>96,230</u>	<u>901,156</u>
TOTAL LIABILITIES & FUND BALANCES	<u><u>\$694,723</u></u>	<u><u>\$110,203</u></u>	<u><u>\$96,230</u></u>	<u><u>\$901,156</u></u>

See Independent Accountants' Compilation Report

HOOD RIVER COUNTY LIBRARY
Statement of Revenues, Expenditures, and
Changes in Fund Balance - Cash Basis
For the Twelve Months Ended June 30, 2019

	General Fund	Grants Fund	Capital Equipment Reserve Fund	Total
Revenues:				
Donations and grants	\$0	\$76,918		\$76,918
Property tax revenues - current year	899,699			899,699
Property tax revenues - prior year	16,071			16,071
Fines and fees	16,697			16,697
Intergovernmental revenue	4,600	7,972		12,572
Interest revenue	17,881		\$2,252	20,133
Miscellaneous	2,736			2,736
Total Revenues	957,684	84,890	2,252	1,044,826
Expenditures:				
Personal services:				
Wages and salaries	422,316	3,216		425,532
Employee benefits	138,440	-		138,440
Total Personal Services	560,756	3,216	0	563,972
Materials and services:				
Bank charges	226			226
Building rental	13,526			13,526
Building maintenance	22,767	3,691		26,458
HVAC	13,904			13,904
Elevator	2,185			2,185
Telephone	5,497			5,497
Internet	5,121			5,121
Collection development	74,409	25,988		100,397
Technology	10,478	6,030		16,508
Accounting and auditing	23,940			23,940
Courier	1,866			1,866
Custodial services	20,473			20,473
Technical services	5,081			5,081
Library consortium	12,271			12,271
Copiers	987			987
Elections expense	1,603			1,603
Furniture and equipment	4,107	5,842		9,949
Insurance	9,059			9,059
Georgiana Smith Memorial Garden	23,451			23,451
Legal services	4,113			4,113
Professional services	0			0
Dues and subscriptions	4,316			4,316
Miscellaneous	827			827
Postage and freight	885			885
Printing	539			539
Programs	15,110	21,879		36,989
Advertising	779			779
Supplies - office	12,961	320		13,281
Travel	1,985	44		2,029
Training	3,121			3,121
Board development	2			2
Parking reimbursement	200			200
Electricity	17,495			17,495
Garbage	1,468			1,468
Natural gas	5,343			5,343
Water & sewer - building	4,535			4,535
Total Materials and Services	324,630	63,794	0	388,424
Capital outlay	0	1,200	31,788	32,988
Total Expenditures	885,386	68,210	31,788	985,384
Revenues Over Expenditures	72,298	16,680	(29,536)	59,442
Other Financing Sources (Uses)				
Operating transfers in	0		25,000	25,000
Operating transfers out	(25,000)			(25,000)
Total Other Financing Sources (Uses)	(25,000)	0	25,000	0
Revenues and Other Financing Sources (Uses) Over Expenditures	47,298	16,680	(4,536)	59,442
Fund Balance - July 1, 2018	647,425	93,523	100,766	841,714
Fund Balance - June 30, 2019	\$694,723	\$110,203	\$96,230	\$901,156

See Independent Accountants' Compilation Report

HOOD RIVER COUNTY LIBRARY DISTRICT
General Fund
Statement of Revenues and Expenditures - Cash Basis
For the One Month and Twelve Months Ended
June 30, 2019

	Current Period <u>Actual</u>	Year to Date <u>Actual</u>	Annual <u>Budget</u>
Revenues:			
Tax revenues - current	\$4,259	\$899,699	\$876,286
Tax revenues - prior year	786	16,071	15,000
Fines and fees	1,291	16,697	13,500
Interest revenue	1,493	17,881	7,000
Intergovernmental revenue	0	4,600	0
Donations	0	0	0
Miscellaneous	0	2,736	0
Total Revenues	<u>7,829</u>	<u>957,684</u>	<u>911,786</u>
Expenditures:			
Personal services:			
Wages and salaries:			
Library clerk I	557	3,285	7,195
Library clerk II	8,632	92,968	97,865
Library assistant I	4,236	48,646	52,294
Library assistant II	8,638	88,732	86,051
Librarian I	6,089	70,529	69,170
Librarian II	4,630	45,246	55,557
Library director	6,246	72,910	74,090
Payroll taxes and benefits:			
Retirement	2,669	31,477	32,647
Social security	2,968	32,842	33,830
Workers' compensation	23	1,164	1,200
Health insurance	5,667	69,388	99,500
Unemployment insurance	349	3,089	5,749
Other employee benefits	0	480	
Total Personal Services	<u>50,704</u>	<u>560,756</u>	<u>615,148</u>
Materials and services:			
Bank charges	16	226	300
Building rental	1,044	13,526	14,000
Building maintenance	1,227	22,767	15,000
HVAC	0	13,904	15,000
Elevator	171	2,185	2,300
Telephone	358	5,497	4,300
Internet	427	5,121	6,400
Collection development	9,222	74,409	78,000
Technology	2,804	10,478	11,000
Accounting and auditing	0	23,940	26,000
Courier	321	1,866	3,000

See Independent Accountants' Compilation Report

HOOD RIVER COUNTY LIBRARY DISTRICT
General Fund
Statement of Revenues and Expenditures - Cash Basis
For the One Month and Twelve Months Ended
June 30, 2019

	Current Period <u>Actual</u>	Year to Date <u>Actual</u>	Annual <u>Budget</u>
Custodial services	0	20,473	25,000
Technical services	0	5,081	4,000
Library consortium	0	12,271	12,300
Copiers	82	987	1,400
Elections expense	1,603	1,603	3,200
Furniture and equipment	67	4,107	4,000
Insurance	1,084	9,059	12,000
Georgiana Smith Memorial Garden	1,100	23,451	24,000
Legal services	35	4,113	3,000
Professional services	0	0	0
Dues and subscriptions	902	4,316	4,000
Miscellaneous	148	827	1,000
Postage and freight	62	885	1,000
Printing	0	539	500
Programs	1,908	15,110	20,000
Advertising	290	779	1,500
Supplies - office	693	12,961	15,000
Travel	93	1,985	5,000
Training	325	3,121	3,000
Board development	0	2	1,500
Parking reimbursement	0	200	1,000
Electricity	1,321	17,495	21,000
Garbage	123	1,468	1,600
Natural gas	0	5,343	10,000
Water & sewer - building	413	4,535	5,000
Total Materials and Services	<u>25,839</u>	<u>324,630</u>	<u>355,300</u>
Capital Outlay	<u>0</u>	<u>0</u>	<u>0</u>
Contingency	<u>0</u>	<u>0</u>	<u>100,000</u>
Total Expenditures	<u>76,543</u>	<u>885,386</u>	<u>1,070,448</u>
Other Financing Sources (Uses)			
Operating transfers In	0	0	0
Operating transfers out	0	(25,000)	(30,000)
Total Other Financing Sources (Uses)	<u>0</u>	<u>(25,000)</u>	<u>(30,000)</u>
Change in Fund Balance	<u><u>(\$68,714)</u></u>	<u><u>\$47,298</u></u>	<u><u>(\$188,662)</u></u>

See Independent Accountants' Compilation Report

HOOD RIVER COUNTY LIBRARY DISTRICT
Grants Fund
Statement of Revenues and Expenditures - Cash Basis
For the One Month and Twelve Months Ended
June 30, 2019

	<u>Current Period</u> <u>Actual</u>	<u>Year to Date</u> <u>Actual</u>	<u>Annual</u> <u>Budget</u>
Revenues:			
Donations and grants	\$43,635	\$76,918	\$225,000
Intergovernmental revenue	0	7,972	0
Total Revenues	<u>43,635</u>	<u>84,890</u>	<u>225,000</u>
Expenditures:			
Personal services	0	3,216	7,500
Materials and services:	5,202	63,794	150,000
Capital outlay	0	1,200	112,500
Total Expenditures	<u>5,202</u>	<u>68,210</u>	<u>270,000</u>
Change in Fund Balance	<u><u>\$38,433</u></u>	<u><u>\$16,680</u></u>	<u><u>(\$45,000)</u></u>

See Independent Accountants' Compilation Report

HOOD RIVER COUNTY LIBRARY DISTRICT
Capital Equipment Reserve Fund
Statement of Revenues and Expenditures - Cash Basis
For the One Month and Twelve Months Ended
June 30, 2019

	<u>Current Period</u> <u>Actual</u>	<u>Year to Date</u> <u>Actual</u>	<u>Annual</u> <u>Budget</u>
Revenues:			
Interest revenue	\$225	\$2,252	\$1,000
Other Financing Sources			
Transfer from General Fund	0	25,000	25,000
Total Revenues and Other Sources	<u>225</u>	<u>27,252</u>	<u>26,000</u>
Expenditures:			
Materials and services	0	0	0
Capital outlay	0	31,788	75,000
Total Expenditures	<u>0</u>	<u>31,788</u>	<u>75,000</u>
Change in Fund Balance	<u><u>\$225</u></u>	<u><u>(\$4,536)</u></u>	<u><u>(\$49,000)</u></u>

See Independent Accountants' Compilation Report

HOOD RIVER COUNTY LIBRARY
Schedule of Revenues, Expenditures, and
Changes in Fund Balance - Cash Basis
Grants Funds
For the Twelve Months Ended June 30, 2019

	Newspaper Digitization	SDAO Safety 2016	Foundation Grants	Other Grants	Slate Grants	CL Branch	Friends of the Library	Makerspace Grant	RTR 2018	RTR 2019	Total
Revenues:											
Donations and grants	\$0	\$0	\$60,300	\$1,780	\$3,000		\$14,838	\$0	\$0	\$4,972	\$84,890
Total Revenues	0	0	60,300	1,780	3,000	0	14,838	0	0	4,972	84,890
Expenditures:											
Personal services:											
Wages and salaries:											
Library clerk II			1,019				673		1,524		2,197
Library assistant II											1,019
Employee benefits:											0
Retirement											0
FICA											0
Workers compensation											0
Health insurance											0
Unemployment insurance											0
Total Personal Services	0	0	1,019	0	0	0	673	0	1,524	0	3,216
Materials and services:											
Building maintenance			3,691								3,691
Collection development			19,128		2,956		3,876		28		25,988
Technology Programs			5,067				446	517			6,030
Furniture and equipment	0		5,185	899		906	8,154	462	2,606	3,667	21,879
Office supplies			4,636	169		398	621	18			5,842
Travel			320								320
					44						44
Total Materials and Services	0	0	38,027	1,068	3,000	1,304	13,097	997	2,634	3,667	63,794
Capital outlay	0	0	1,200	0	0	0		0	0	0	1,200
Total Expenditures	0	0	40,246	1,068	3,000	1,304	13,770	997	4,158	3,667	68,210
Net Change in Fund Balance	0	0	20,054	712	0	(1,304)	1,068	(997)	(4,158)	1,305	16,680
Fund Balance - July 1, 2018	825	3,000	79,678	(607)	0	1,304	4,021	997	4,305	0	93,523
Fund Balance - June 30, 2019	\$825	\$3,000	\$99,732	\$105	\$0	\$0	\$5,089	\$0	\$147	\$1,305	\$110,203

See Independent Accountants' Compilation Report

Resolution No. 2019-20.01

**Resolution adopting Insurance and
Employee Benefits Agents of Record**

WHEREAS, special districts need to annually affirm their agents of record;

Now, therefore be it RESOLVED, that the Hood River County Library District Board of Directors appoints Columbia River Insurance of Hood River, Oregon, as the District's Insurance Agent of Record; and

RESOLVED, that the Board appoints HUB International of Hood River, Oregon, as the District's Employee Benefits Agent of Record.

Adopted by the Board of Directors of Hood River County Library District this 16th day of July, 2019.

ATTEST:

Jean Sheppard, President

Rachael Fox, Secretary

Resolution No. 2019-20.02

**Resolution establishing a regular meeting
day, time, and location for 2019-20**

RESOLVED, that the Board of Directors of the Hood River County Library District shall meet monthly on the third Tuesday of the month from 7.00 to 9.00p in the Jeanne Marie Gaulke Community Meeting Room of the Hood River Library during the 2019-20 fiscal year.

Adopted by the Board of Directors of Hood River County Library District this 16th day of July, 2019.

ATTEST:

Jean Sheppard, President

Rachael Fox, Secretary

Michael Peterson-Love
DBA Remodeling Hood River CCB# 201175
2199 Maggie Lane Hood River OR 97031
info@remodelinghoodriver.com
www.remodelinghoodriver.com
541-490-5547

July 7, 2019

To: RACHAEL FOX

FOR: COSTS FOR PAINTING

Details and costs for painting as discussed:

- Bathroom hallway downstairs--368' square feet, five doors (2 different color, different sheen)
- Upstairs library areas as we discussed--2020', three pillars, four posts (15'), 2 doors (different sheen)
- Study room near the water fountains??--216', one door (different sheen)
- Men's and women's bathrooms--625' per, or 1250' (includes ceilings), three doors (different color and sheen)

Includes wall repair and prep as needed.

(downstairs hallway/doors, upstairs library (off white), pillars (x3), posts (x4) (brown) (\$4800), study room (\$350), bathrooms (\$1950): \$7,100

THANK YOU FOR YOUR BUSINESS!

**INTERGOVERNMENTAL AGREEMENT BETWEEN
HOOD RIVER COUNTY
AND
THE HOOD RIVER COUNTY LIBRARY DISTRICT
FOR EMERGENCY USE OF PREMISES**

PARTIES: HOOD RIVER COUNTY (“County”)
601 State Street
Hood River, OR 97031

HOOD RIVER COUNTY LIBRARY DISTRICT (“Library District”)
502 State Street
Hood River, OR 97031

THIS AGREEMENT by and between **HOOD RIVER COUNTY**, a political subdivision and home rule county of the State of Oregon, acting by and through its Board of County Commissioners, (hereinafter County), and the **HOOD RIVER COUNTY LIBRARY DISTRICT**, a library district organized under the laws of the State of Oregon, acting by and through its District Board (hereinafter Library District).

RECITALS:

WHEREAS, ORS 190.010 authorizes governmental entities to enter into written agreements for the performance of any or all functions and activities that either party, its officers or agencies, has the authority to perform on its own; and

WHEREAS, County may require temporary use of Library facilities in the case of an emergency, disaster response scenario, or Continuity of County Operations protocol; and

WHEREAS, the Library has the facilities necessary to accommodate County in the case of an emergency, disaster response scenario, or Continuity of County Operations protocol.

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants, terms and provisions set forth below, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to establish the responsibilities of the parties with respect to the use of Library facilities by the County in the event of an emergency, disaster, or Continuity of County Operations situation. This Agreement sets forth the responsibilities of the parties herein and the conditions under which the Agreement shall be implemented.

2. DURATION AND EFFECTIVE DATE. The term of this Agreement shall commence

upon execution by both parties and shall terminate after five (5) years from that date. The Agreement may be extended by mutual written agreement of the parties.

3. COUNTY OBLIGATIONS:

- A. County shall only use Library facilities in the event of a County emergency, as determined by the County Administrator, or in the event that the Continuity of County Operations protocols are triggered and require the occupancy of additional facilities.
- B. County shall provide Library as much notice as is practicable under the circumstances before assuming use of the facilities.
- C. County shall designate an employee who is responsible for contacting the Library and coordinating use of Library facilities in the event of an emergency.
- D. County shall repair damages caused by the County in its use of the facilities. Damage caused by third parties or acts of nature remain the responsibility of the Library.
- E. County shall pay for the use of power and other utilities consumed by the Library during the time the Library facilities are under County operation.
- F. County shall cease its use of Library facilities when the County emergency is lifted, or when the use of the Library is no longer necessary for the emergency command.

4. LIBRARY DISTRICT OBLIGATIONS:

- A. Library shall provide to the County the use of Library facilities in the event of a County emergency, as determined by the County Administrator, or in the event that the Continuity of County Operations protocols are triggered and require the occupancy of additional facilities.
- B. Library shall provide the designated County employee noted in paragraph 3(c) with a key or other means of accessing Library facilities in the event of an emergency.
- C. Library shall close its facilities to the public as soon as is practicable once notified that the County will be using the facilities for emergency response.
- D. Library shall allow County use of all resources of the Library facilities, including but not limited to computers and networks, telephone services, heating and cooling systems, restrooms, water facilities and common areas.
- E. Library agrees to hold County harmless from any loss of revenue during which time County utilizes or occupies the Library facilities under the terms of this agreement.

5. **TERMINATION.** This Agreement may be terminated in whole or in part by mutual agreement of the parties.

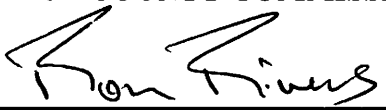
6. **MISCELLANEOUS:**

- A. Nothing in this Agreement, express or implied, is intended or shall be construed to confer on any person, other than the parties to this Agreement any right, remedy, or claim under or with respect to this Agreement.
- B. This Agreement may be amended only by an instrument in writing executed by the parties, which writing must refer to this instrument.
- C. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.
- D. This Agreement shall be governed and construed in accordance with the laws of Hood River County and the State of Oregon without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit or proceeding (collectively, "claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Hood River County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the District of Oregon.

IN WITNESS WHEREOF, the County and Library District have caused this Agreement to be executed by their respective principal officers on the day and year written below.

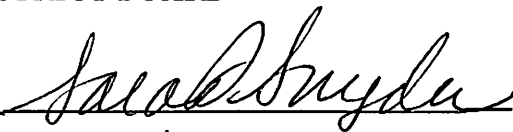
COUNTY:

**HOOD RIVER COUNTY
BOARD OF COUNTY COMMISSIONERS**

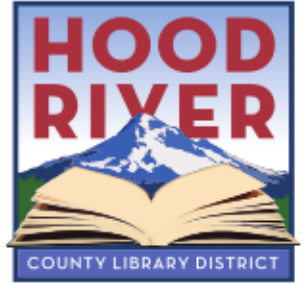
By 
Title: Chair
Date: 9-23-16

LIBRARY DISTRICT:

**HOOD RIVER COUNTY LIBRARY
DISTRICT BOARD**

By 
Title: President of the Board
Date: 9-20-16

Volunteer Policy



Hood River County Library District recognizes that volunteers are valuable. Their energy and talents help the District meet its commitment to providing quality service to the public. Volunteers enhance, rather than replace, adequate staffing. Volunteers aid the District in making the best use of its fiscal resources and help connect the District to other community groups and organizations.

Volunteers also can be valuable advocates for the District in the community. The District and its volunteers must work together to ensure a successful relationship. District staff will continually work to recognize the contributions of volunteers and seek to expand the volunteer group as needed.

District volunteers are coordinated by the Library Director or designee and must be at least 11 years of age. Each volunteer must complete the "Volunteer Application", which will be kept on file. Volunteers also may be interviewed to determine their interests and levels of experience. Volunteer talents, experience, availability, and interests will be considered in job assignments.

District volunteers are bound by the rules contained in all District policies and guidelines, especially those that relate to patron privacy and confidentiality. Volunteers are recognized by the public as representatives of the District and will be guided by the same work and behavior policies as employees. In addition, provisions of the District's Personnel Policies related to Non-Discrimination, Harassment, Safety and Health, and general behavior also apply to volunteers.

~~Volunteers work with the status of "at will" employees, and~~ the District or the volunteer has the right to terminate the volunteer's working association at any time, for any reason. Volunteers are covered by District's Property, Liability, and Workers' Compensation Insurance policies. Volunteers who work primarily in children's services will be subject to criminal background checks.

Volunteers are asked required to record their hours of service using a designated form.

The District accepts volunteers requiring court ordered community service at the discretion of the Library Director. Court ordered community service volunteers are required to be interviewed by the Library Director or designee prior to being accepted for service.

Junior volunteers under the age of 18 required to perform service for specific programs are accepted on a short-term basis. Parents/guardians of junior volunteers must sign a consent form for their children to volunteer for the District.

Members of the Board of Directors serving as volunteers for the District in other capacities are subject to the same rules and expectations of other volunteers.

Approved by the Board of Directors, June 29, 2011
Last ~~amended~~revised, July 16, 2019~~August 19, 2014~~
Last reviewed, July 16, 2019

502 State Street
Hood River · OR 97031
541 386 2535

www.hoodriverlibrary.org



HOOD RIVER LIBRARY

WELCOME ALL VISITORS
WELCOME ALL VISITORS
WELCOME ALL VISITORS



Header line with 3 line 6" letter reader board
40" x 120" wall mount aluminum panel with
welded steel frame/powder coated
Gemini 100 letter chang-able copy set

price includes design, comps,
production and installation.

Sign \$1600, permits \$150



SignArtSigns.com

Dayna@SignArtSigns.com

541 386-2321

3790 Westcliff Dr. Hood River, OR 97031



SignArtSigns.com

Dayna@SignArtSigns.com

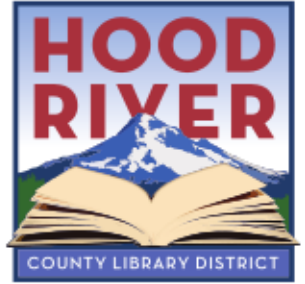
541.386-2321

3790 Westcliff Dr. Hood River, OR 97031

IX.vii.b. Reader board sign, building

Request for bids for Feasibility and Scoping Exercise

Enhance Library Services for Odell Phase II



Proposals due: Wednesday, July 10, at 5.00p

Email: rachael@hoodriverlibrary.org

Phone: 541-387-7062

Hood River County Library District (HRCLD) seeks a qualified, experienced facilitator to help lead a feasibility and scoping exercise in the community of Odell.

The purpose of the exercise is to identify library needs and services desired by the Odell community. It will position the HRCLD to identify and respond to the needs and interests of the Odell community, to engage library patrons and non-library users, staff and Board of Directors in the process, and to raise awareness of existing and potential library services and resources.

The ideal candidate will facilitate a series of meetings, distilling themes and priorities from each, and will be instrumental in shaping the final document. The plan will address the implications of the proposed priorities and goals for library services in the community of Odell.

Proposers are required to comply with all provisions of Oregon Revised Statutes and District policy. HRCLD reserves the right to:

1. Reject any or all proposals not in compliance with public proposal procedures;
2. Postpone award of the contract for a period not to exceed sixty (60) days from date of proposal opening;
3. Waive informalities in proposals; and
4. Select the proposal which appears to be in the best interest of the District.

About the District

HRCLD is dedicated to promoting the enjoyment of reading and culture, responding to the community's need for information, and enriching quality of life for its patrons. The library serves approximately 25,000 people, who checked out over 144,000 items in 2017-18. It includes three branches: Cascade Locks, Hood River, and Parkdale. Staff also do extensive outreach to other areas of the county, especially in Odell, a rural community of approximately 2,478 people, 67% of who are Latinx. There is a weekly Pop-Up Library in Odell. The three libraries are crucial sources of free public Internet access and electronic information, with over 8,000 Internet sessions logged in 2017-18 by residents and visitors alike on the district's computers as well as thousands of wireless internet sessions. The Hood River branch is in a stunning 102-year-old Carnegie library that was expanded in 2003. Cascade Locks and

502 State Street
Hood River · OR 97031

541 386 2535

www.hoodriverlibrary.org

Parkdale are located in the busy centers of their communities. HRCLD enjoys a very supportive Friends group, Foundation, and volunteers.

The district is a member of the Sage Library System and the Libraries of Eastern Oregon. Hood River County is in the heart of Columbia River Gorge and the Mount Hood recreational area, providing opportunity for many outdoor recreational activities including windsurfing, kiteboarding, hiking, cycling, skiing, and much more. The district has stable funding from a countywide special district that was created in 2011 following the yearlong closure of the previously county-run library system.

Mission

- To serve and enrich our community by providing access to the power of information and imagination.

Vision

- A community of lifelong learners where everyone reads;
- A community where everyone accesses information and current technology;
- A community of informed people who will compete, succeed, and prosper;
- A community of people who participate effectively in the civic life of their community, state, nation, and world.

Values

- Access for all
- Freedom of thought and expression
- A professional and productive workforce
- Good stewardship of resources
- Fiscal prudence and financial responsibility
- Innovation in all things
- People-oriented service
- Integrity, compassion and respect
- Welcoming public spaces
- A fulfilling work environment
- Diversity
- Collaboration
- Civic involvement and social responsibility
- Excellence in all we do

Background

The District has created a five-year strategic plan to guide priorities for 2016-2021. The Library District's Strategic Goal 1 is to create a stable and permanent presence in Odell. The sub-goal is to develop a service plan and explore collaboration with prospective partners.

We have initiated a phased approach to accomplish this goal. Phase I was to raise awareness and funds to support the pop-up library and a feasibility exercise, which will be

considered Phase II. Results of Phase II will be used to inform Phase III, the development of a proposal for library services, including identifying options for mechanisms to deliver services (e.g. permanent physical presence or other approach).

Proposal details

HRCLD seeks a professional facilitator to:

- Oversee the feasibility and scoping exercise.
- Assist in identifying library needs and services desired by the Odell community.
- Guide all stages of the exercise, including meetings with stakeholders, community leaders, library staff, Board of Directors, and community members.
- Ensure methods used to gather information and communicate with members of the community reflect cultural awareness of all community members.
- Ensure broad engagement from variety of sectors of the community, such as families with young children, young adults, older adults, business community, other public service providers.
- A draft outreach plan shall be approved by District staff and Board prior to start of public outreach.
- Mutually agreed upon milestones shall be established to monitor progress.
- Provide a written report of findings, including description of methods, participants, summary of input received and recommendation of library services for the community of Odell.

Requirements

- Identify and seek to engage a broad spectrum of community members, stakeholders, and community leaders to describe interests and needs for library services.
- Effectively communicate with community members, which will require various technological and in-person approaches and use of bilingual materials.
- Seek input regarding needs and preferences for library services and how best to provide them. For example:
 - Preferences for Library Services:
 - Programming
 - Children programs
 - Teen programs
 - Adult programs
 - Computer/internet access
 - Online database access

- Materials (circulation)
- Preferences for Provision of Library Services
 - How:
 - Physical space
 - Bookmobile
 - Pop-Up Library
 - When: Hours of space/or services
 - Where: Walkability/Accessibility

Proposed timeline and milestones

Initial stages of the feasibility and scoping process are expected to start in July 2019 with an expected completion in November 2019.

Task	Due Date To Be Determined
Prepare draft outreach plan	
Discuss draft outreach plan with District Staff and Board	
Complete outreach	
Complete written report	
Discuss report with District Staff and Board	

Suggested cost

This project is estimated to cost between \$5,000-\$7,000.

Selection criteria

Proposals will be evaluated by HRCLD staff, with final approval by the Board of Directors. Staff may conduct follow up interviews via phone or streaming video. Proposals will be evaluated on the following criteria:

- Relevant experience and success in facilitation, including the level of satisfaction of current and past clients
- Cost to complete the process
- Demonstrated ability to meet deadlines and operate within budget
- Prior experience working with both public and staff committees
- Demonstrable facilitation and qualitative/quantitative integration skills
- Creativity and ingenuity
- Bilingual (Spanish/English) desired

Proposal requirements

To be considered, proposals must include:

- Cover letter including a brief description of the firm or individual, as well as the name and contact information of the principal.
- List of any personnel involved in the process and their role and prior experience.
- Summary of the facilitator's qualifications and experience.
- Project plan that includes a description of the methodology, tasks, timeline, and key dates.
- Schedule of costs to complete the project, with reimbursable costs such as mileage and lodging estimated as separate line items.
- References and contact information for at least 3 current or previous clients for whom comparable work was completed.
- Copy of your standard contract, if applicable.
- Additional documentation or information as the facilitator deems fit to assist Hood River County Library District in the selection process.

Proposals addressing the above criteria shall be directed via the contact information below.

Rachael Fox
Library Director
Hood River County Library District
502 State St.
Hood River, OR 97031
rachael@hoodriverlibrary.org
541-387-7062

Proposals will be received by HRCLD until 5.00p on Wednesday, July 10, 2019. Proposals received after this time will not be accepted. Please submit proposal via email as PDF files with the subject line "Proposal for Feasibility and Scoping Exercise."

MONTHLY PRINT SPEND ANALYSIS FOR HOOD RIVER LIBRARY

CURRENT SITUATION:

- Ricoh MP2852SP B&W copier, Lease \$65.15 month, Service 0 Copies included, all B&W copies @.008
 - December 1, 2018 Ricoh Invoice 629 images @.008=\$5.03
 - \$165.21 month on print cartridges for the printers upstairs and downstairs
- Total Monthly print spend-\$235.39**

RECOMMENDED SOLUTION:

- **Brand New Kyocera TASKalfa 3553ci**
- 35 Pages per minute copy and print (B&W and Color)
- 100 ppm scan speed-single sided, 180 ppm double sided
- 270 Sheet dual scan single pass document processor
- 4-500 sheet adjustable trays (5.5x8.5-12x18)
- 150 Sheet multipurpose bypass tray (12x48 banner, letterhead, cardstock, etc)
- Full network printing, faxing and scanning capabilities (scan to email, SMB, FTP, USB)



60 month lease **\$169.95** per month (includes service)

Maintenance Agreement

B/W Service Rate \$ 0.0075 (0 copies included)
Color Service Rate \$ Tier 1 (Spot Color) .025, Tier 2 (Business Color) .035,
Tier 3 (Full Color) .045

629 B&W images mo @.0075=\$4.71, 500 Color images mo, Tier 1, 300 images (60%)@.025=\$7.50,
Tier 2, 100 images (20%)@.035=\$3.50, Tier 3, 100 images (20%)@.045=\$4.50 Total cost for Service \$20.21

Total Monthly print spend-\$190.16

- All usage billed monthly or quarterly "as used", no base and no minimums
- Rates are all-inclusive for toner, drums, parts and labor (everything except paper)

ADDITIONAL INFORMATION

- Equipment set-up, delivery, network installation and **unlimited training** are all included.
- Monthly Lease will not escalate.
- Service rates are fixed for life of lease
- Solutions YES to return equipment at end of lease at no charge
- Solutions YES to provide the Hood River Library a check in the amount of \$1,824.20 for final 28 payments on the Ricoh
- OETC contract-OETC-16R-Copiers

Presented By

Blair Bell

Cell: 503-330-0528

Direct: 503-718-6127

Blair.bell@solutionsyes.com



EQUIPMENT SUPPORT AGREEMENT

CONTRACT # _____

CUSTOMER BILL TO:	
Hood River County Library District	
502 State St	
Hood River, OR 97031	
Contact Name	Phone Number
Rachel Fox	541-387-7062
IT Contact	Phone Number

CUSTOMER EQUIPMENT LOCATION:
Hood River County Library District
502 State St
Hood River, OR 97031

AGREEMENT START DATE: _____	Upon Install
------------------------------------	---------------------

Your Solutions YES maintenance agreement covers all parts, labor, travel and supplies (except paper and staples) unless specifically stated below

SID #	Equipment	Serial Number	Start Meter	Image Allowance	Base Charge	Overage Chg (per image)
	TA3553ci			0	\$ -	0.00750
SID #	Tiered Color	Color Levels	Start Meter	Color Image Allowance	Color Base	Overage Chg (per image)
	Color Level 1	Spot Color		0	\$ -	0.02500
	Color Level 2	Business Color		0	\$ -	0.03500
	Color Level 3	Graphic Color		0	\$ -	0.04500

Additional Equipment on Schedule A

Preferred Method of Meter Collection: _____ **Meter Collection Contact Name:** Rachael Fox

541-387-7062		rachael@hoodriverlibrary.org
Phone #	Fax #	E-Mail Address

Agreement Term _____

Base Billing Cycle _____

Overage Billing Cycle _____

Comments: Service includes all parts, labor and toner. All rates are fixed for term of lease.

CUSTOMER ACCEPTANCE:		
Signature	Printed Name & Title	Date

SOLUTIONS YES ACCEPTANCE		
Signature	Printed Name & Title	Date

EQUIPMENT ORDER FORM

B I L L T O	Hood River County Library District		S H I P T O	Hood River County Library District	
	502 State St			502 State St	
	Hood River, OR 97031			Hood River, OR 97031	
	CONTACT NAME	PHONE NUMBER		LOCATION CONTACT NAME	PHONE NUMBER
	Rachael Fox	541-387-7062			

CUSTOMER PO NUMBER	SALES ORDER NUMBER	ORDERED BY	SOLD BY

E Q U I P M E N T & A C C E S S O R I E S	QTY	ITEM #	DESCRIPTION	NET AMOUNT
	1	TA3552ci	Kyocera TASKalfa 3553ci	Leased
			Solutions Yes to return current leased equipment upon receipt of Return Authorization	
			Solutions Yes to provide Hood River County Library Dist a check in the amount of \$1,824.20 for final 28 payments of \$65.15	
			Solutions Yes to network copier to Jamex Coin-Op machine	
			Included delivery, setup, installation, connectivity and training	
			All Parts, Labor and Toner included	

SERVICE AGREEMENT:	SUB-TOTAL	
BASE CHARGE: \$ <u>0</u> IMAGE ALLOWANCE - BK: <u>0</u>	DELIVERY	-
IMAGE ALLOWANCE - CL: <u>0</u>	NETWORK INSTALLATION	
OVERAGE RATE - CL: \$ <u> </u> BILLING CYCLE: <u> </u>	TAX	
ACCEPTANCE: This agreement is not valid unless accepted by authorized signor of Solutions YES, LLC. By signing this Contract, "Customer" acknowledges and agrees to the following terms: (1) this Contract is NON-CANCELABLE; (2) this Contract is the entire agreement between Customer and Solutions YES, LLC, as it pertains to the equipment and services described above; (3) to fully understand all terms and conditions as stated herein; (4) can be changed only by written agreement and must be signed by Customer and Solutions YES, LLC.	SUBTOTAL	\$ -
	LESS DEPOSIT	
	TOTAL	\$ -

CUSTOMER ACCEPTANCE	TITLE	DATE
CUSTOMER - PRINT NAME		
SOLUTIONS YES, LLC. ACCEPTANCE	TITLE	DATE
SOLUTIONS YES, LLC.		



Lease Agreement

8300 SW Hunziker Street • Portland, OR 97223 • Phone: 503.597.0937 • Fax: 503.213.1235

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Solutions Yes, LLC.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

EQUIPMENT DESCRIPTION

Form with fields for MAKE/MODEL/ACCESSORIES and SERIAL NO., containing the entry 'Kyocera TA3553ci'.

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

See attached Schedule A

60
Payments* of \$
169.95

If you are exempt from sales tax, attach your certificate.

*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

Purchase Option: FMV

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Form for LESSOR ACCEPTANCE with fields for SOLUTIONS YES, LLC, SIGNATURE, TITLE, and DATED.

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Signature box containing a green X mark.

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

FEDERAL TAX I.D. #

PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects.

X

CUSTOMER (as referenced above)

SIGNATURE

TITLE

ACCEPTANCE DATE

31434 (2017)

Page 1 of 2

Rev. 07/16/2018

- 1. AGREEMENT:** You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.
- 2. OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.
- 3. EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.
- 4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.
- 5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
- 7. INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.
- 8. END OF TERM:** At the end of the initial term, this Agreement shall renew for successive month-to-month renewal term(s) under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase all but not less than all of the Equipment for the Fair Market Value or return the Equipment, and you timely purchase or return the Equipment. Fair Market Value ("FMV") means the value of the Equipment in continued use. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**
- 9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.
- 10. MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.
- 11. WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**
- 12. LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



Letter of Lease Termination & Financial Responsibility

This letter is to confirm that Solutions YES will issue a check in the amount of \$1,824.20 to Hood River County Library District for the 28 remaining payments on your current lease with Ricoh. Model MP2852SP Serial Number C86169326. EID 13892827.

It is your responsibility to make all remaining payments in accordance with this lease and to pay any applicable personal property tax due.

It is your responsibility to provide lease return instructions to Solutions YES.

Solutions YES will store your equipment in our warehouse upon your request. At lease term, Solutions YES will return the equipment to the leasing company's requested destination at no additional charge, making sure it is properly packaged to prevent shipping damage. Solutions YES will prepay freight.

It is your responsibility to provide the leasing company with a Letter of Intent to terminate your lease within the appropriate window of time. The Terms and Conditions section of the leasing company's original lease will indicate the time frame. Attached is a template for a lease termination letter that needs to be sent on your letterhead.

Solutions YES is in no way responsible for any further financial obligation to you.

Solutions YES
Representative: _____ Date: _____

Customer
Representative: _____ Date: _____

8300 SW Hunziker St.
Portland OR 97223

Terms & Conditions

EQUIPMENT SUPPORT AGREEMENT ("ESA"): Solutions YES, LLC agrees to perform maintenance and make inspections, adjustments and repairs, and replace defective parts without additional charge to Customer, provided such calls are made during normal business hours. Solutions YES, LLC will furnish supplies, to be delivered at acceptable intervals and quantities in accordance with manufacturer's suggested yields. This ESA does not include paper, labels, staples, or transparencies. Solutions YES, LLC agrees to train customer in the use of the equipment at reasonable times. Title to all supplies furnished in connection with the ESA, including consumable parts such as drums, remains in Solutions YES, LLC until said supplies are consumed to the extent that they may not be further utilized in the copy making process. Toner consumption shall be within 10% of the manufacturer's suggested yields. A charge for toner consumption exceeding 10% of manufacturer's suggested yields will be charged at current retail price. In the event of customer default or cancellation, supplies and consumable parts shall be returned to Solutions YES, LLC on demand. Beyond the initial set-up and installation, any network or connectivity related service call, i.e. unable to print/scan or requests for additional desktops set up to print or scan, are considered chargeable calls at the current Solutions YES, LLC networking labor rates, unless it is determined to be a hardware related issue.

EXCESSIVE DAMAGE: Damage to the equipment or its parts arising out of misuse, abuse, negligence or causes beyond the control of Solutions YES, LLC are not covered. Solutions YES, LLC may terminate this agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by Solutions YES, LLC, or if parts, accessories, components or supplies not authorized by Solutions YES, LLC are fitted to or used in the equipment.

EXCESS COPIES: Under the "ESA", the "Base Charge" is calculated on anticipated customer usage as stated in "Image Allowance" on the face of the Equipment Support Agreement. Image allowance copies are accumulated from the initial meter read. Should the allowance be exceeded prior to the expiration of any applicable billing cycle, customer agrees to pay the current excess copy charge for each copy in excess of the stated allowance. Invoices for excess copies will be tendered according to the "Overage Billing Cycle" and/or at the end of the initial term and shall be due and payable within 15 days. For agreements billed annually, upon exceeding the image allowance, customer may request that a new agreement be executed with the initial date of the term to coincide with the date that original image allowance is exceeded. Customer's option in this regard shall be void if all previously tendered invoices have not been paid.

BUSINESS HOURS FOR SERVICE: Support services shall be provided hereunder only during Solutions YES, LLC's normal business hours, which shall consist of 8:00a.m. to 5:00p.m., Monday through Friday, exclusive of Solutions YES' holidays and are subject to change by Solution YES. At customer's request, Solutions YES, LLC may render support service outside of normal business hours, subject to availability of personnel, at established Solutions YES, LLC rates then in effect.

AVAILABILITY OF SUPPLIES: Customer support engineers do not carry or deliver consumable supplies (toner, etc.). It is customer's responsibility to have the necessary supplies available for customer support engineer's use.

RECONDITIONING: When a shop reconditioning is necessary, or the manufacturer's life expectancy of the equipment has been exceeded, and normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, Solutions YES, LLC may refuse to renew this agreement, and/or refuse to continue providing support under this agreement, furnishing support only on a Per Call basis at Solutions YES, LLC's current rates.

CANCELLATION OF SERVICE: Cancellation at the conclusion of the initial term or any renewal term may be accomplished by either party by providing written notice of such cancellation no later than thirty (30) days prior to the expiration of the term then in effect. In addition, Solutions YES, LLC may cancel this agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) days prior to renewal date. If customer at any time is in breach of any term or condition contained herein, Solutions YES, LLC may apply any refund due to the satisfaction of any past due invoices for any other products or services. Should this agreement be cancelled by customer, Solutions YES, LLC will not issue any refund.

LATE CHARGES; INTEREST; SUSPENSION OF SERVICE: Customer agrees to pay all invoices tendered for services performed and/or parts installed on equipment when services are performed, according to invoice payment terms. If any payment due to Solutions YES, LLC hereunder is more than 10 days past due, customer agrees to pay a late charge equal to ten (10%), to cover Solutions YES, LLC's administrative costs occasioned by said late payment. Customer agrees that amounts not timely paid shall bear interest at the rate of 1.5% monthly (18% per annum) or at the maximum rate allowed by law, whichever is less. Without waiver of any other rights hereunder, Solutions YES, LLC shall have the right to discontinue service in the event customer becomes delinquent in payment.

DAMAGES: In the event Customer is in default of an obligation under this agreement, and remains in default for seven (7) days after notice thereof, Solutions YES, LLC may cancel this agreement and collect damages according to the following formula. In such an event, Customer promises to pay Solutions YES, LLC the following amounts as liquidated damages (and not as a penalty): (a) During the first six months of the initial term, six times the average monthly charge; (b) At any time thereafter, amount owed at three times the monthly charge.

RENEWAL: Unless otherwise terminated as set forth herein, this agreement shall be automatically renewed upon expiration of the initial term for successive renewal terms, at Solutions YES, LLC maintenance rates in effect at the time of application renewal. Annual increases may be incurred during the term of the contract.

INSTALLATION: Certain equipment must be installed according to specific requirements in terms of space, electric, and environmental conditions. Installation requirements are defined in the equipment operator manual. Customer shall ensure that the equipment is placed in an area that conforms to these requirements.

DISCLAIMER: Solutions YES, LLC expressly disclaims any duty as insurer of the equipment and customer shall pay for all costs of repair and parts or replacement of the equipment made necessary by, but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, casualty, natural forces or any other negligent act of customer or customer's agent and/or service performed by non-Solutions YES, LLC personnel. Solutions YES, LLC will not assume any liability for any conditions arising from electrical circuitry external to the equipment and equipment line cord, nor is any external electrical work covered under this agreement.

CUSTOMER CHANGES: Any Customer changes, alterations, or attachments may require a change in the charges set forth herein. Solutions YES, LLC also reserves the right to terminate this agreement in the event it has been determined such changes, alterations, or attachments make it impractical for Solutions YES, LLC to continue to service the equipment.

ATTORNEY'S FEES; COSTS: In the event customer defaults under this Equipment Support Agreement, or if any other dispute arises hereunder requiring Solutions YES, LLC to refer said matter to an attorney and/or to initiate, or defend, any court action in any way related to this agreement, customer agrees to pay Solutions YES, LLC reasonable attorney's fees and all costs resulting from such actions.

WAIVER OF JURY TRIAL: Customer hereby waives trial by jury as to any and all issues out of, or in any way related to this ESA.

NO WAIVER: Customer acknowledges and agrees that any delay or failure to enforce the rights hereunder by Solutions YES, LLC, does not constitute a waiver of such rights by Solutions YES, LLC or in any way prevent Solutions YES, LLC from enforcing such rights, or any other rights hereunder, at a later time.

ENTIRE AGREEMENT: This ESA constitutes the entire agreement between Customer and Solutions YES, LLC related to the service and maintenance of the equipment, and any and all prior negotiations, agreements (oral or written), or understandings are hereby superseded.

NO MODIFICATIONS OF TERMS: Customer expressly acknowledges and agrees that these terms and conditions may not be varied, modified, or changed except by written agreement executed by a corporate officer of Solutions YES, LLC. No sales or service personnel, including but not limited to managers or supervisors, has any authority to override this provision.

NOTICE: Any notice or other communication given or required in connection with this Equipment Support Agreement, shall be in writing, and shall be given by certified or registered mail, postage prepaid, return receipt requested. If sent to Solutions YES, LLC said notice shall be sent to Solutions YES, LLC, Attn: CFO, 8300 SW Hunziker St., Portland, OR 97223, or such other address Solutions YES, LLC may hereafter designate in writing. If to Customer, the notice shall be sent to Customer at the address specified in the reverse side hereof, or such address which may be specified, by customer, in writing to Solutions YES, LLC.

Customer Initials