#### **Board of Directors**

#### **Regular Meeting Agenda**

Tuesday, August 20, 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. Consent Agenda (ACTION)                                     | Sheppard                           |
| i. Minutes from July 16, 2019 meeting                            |                                    |
| ii. Invoice OCLC   | Sheppard                           |
| iii. Engagement letter Onstott, Broehl, Cyphers                  | s                                  |
| IV. Open forum for the general public                            | Sheppard                           |
| V. Reports   |                                    |
| i. Friends update  | Fox                                |
| ii. Foundation update  | Fox                                |
| iii. July 2019 financial statements                              | Fox                                |
| iv. <b>Director's report</b>                                     | Fox                                |
| VI. Old Business   |                                    |
| <ol> <li>Discussion of Friends of the Library and Lib</li> </ol> | orary Foundation liaisons Sheppard |
| ii. New copier (ACTION)  | Sheppard                           |
| VII. New Business  |                                    |
| i. Exhibits policy (ACTION)                                      | Sheppard                           |
| ii. Air conditioning unit – library server room (                | <b>ACTION)</b> Sheppard            |
| iii. Hood River Rotary Peace Pole                                | Sheppard                           |
| iv. Assistant Director position reduction in hou                 | urs discussion Sheppard            |
| v. Feast of Words 2020 fundraiser discussion                     | Sheppard                           |
| vi. <b>Planting new trees</b>                                    | Sheppard                           |
| vii. Feasibility and Scoping Exercise discussion                 | <b>n</b> Sheppard                  |
| VIII. Agenda items for the next meeting                          | Sheppard                           |
| IX. Adjournment  | Sheppard                           |

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.

#### **Board of Directors**

#### Regular Meeting Agenda, supplemental info

Tuesday, August 20, 2019, 7:00pm Jeanne Marie Gaulke Community Meeting Room 502 State St, Hood River Jean Sheppard, President Notes prepared by Library Director Rachael Fox

I. Additions/deletions from the agenda (ACTION)

Sheppard

Sheppard

Sheppard

Sheppard

Consent Agenda (ACTION)

Sheppard

#### i. Minutes from July 16, 2019 meeting

Attachments: III.i. July 16, 2019, meeting minutes

ii. Invoice OCLC Sheppard

Attachments: III.ii. Invoice OCLC

The Online Computer Library Center (OCLC) is an American nonprofit cooperative organization "dedicated to the public purposes of furthering access to the world's information and reducing information costs". They provide our cataloging records for Evergreen, our Intergrated Library System, for the SAGE consortium. They also provide the software which allows us to process out-of-SAGE interlibrary loans.

The invoice in the amount of \$3,260.66 is beyond my spending authority. I ask for board approval.

#### iii. Engagement letter Onstott, Broehl, Cyphers

Attachments: III.iii. Engagement letter Onstott, Broehl, Cyphers

Onstott, Broehl, and Cyphers provide our accounting services for the District. We signed a three year contract with them, which runs July 1, 2017 to June 30, 2020. Each year, they present the District with an engagement letter, in which the cost of services may be adjusted. They have increased the price of services from \$1,450 to \$1,525 per month for fiscal year 2019-20.

I ask for board approval of the engagement letter.

#### IV. Open forum for the general public

Sheppard

#### V. Reports

#### i. Friends update

Fox

The Friends of the Library are on break for the summer. The Friends held their annual Friends of the Library picnic potluck in August.

Here are a few fun statistics for fiscal year 2018-19, which I shared at the Friends picnic.

- 1,678.5 volunteer hours
- Volunteer drove 2,420 miles to deliver library materials at the Parkdale, Cascade Locks and Hood River Valley High School.
- The Tuesday book covering crew helped process 6,345 new library materials.
- The Dirty Book Club cleaned hundreds of dirty kids books.
- Volunteers sorted thousands of books for the library sale and free shelf, annual book sale, and Thrift books.

- Volunteers helped library staff shelve over 100,000 library materials.
- The Friends of the Library donated \$14,838 to the District. It funded the following services:
  - Odell Library Express Bus (September-March): The bus brought 123 kids to the Hood River Library.
  - 10 Wi-fi hot spots to serve the entire county. They will be in circulation soon.
  - A portion of our Adult Audiobook collection.
  - Kids Summer Reading Performers in Hood River, Parkdale, Cascade Locks, and the Odell Summer School.

#### ii. Foundation update

Fox

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

## iii. July 2019 financial statements

Fox

Attachment: V.iii. June 2019 financial statements

The District is tracking well for our first month of the fiscal year.

## iv. Director's report

Fox

Administration

- We have selected the company Salt Creative to redesign our website. They are based out of Salt Lake City. They have a local client, which I called for a reference. Salt Creative will create a modern, mobile-friendly layout, specifically designed to look great on mobile-devices and customized to our patrons needs. The cost of the resign will cost \$1,896.
- In September, I will be attending a Media & Messaging training for library management. The training will cover media and messaging for libraries, including working with media, effectively developing and delivering our message, staying on message, and crisis communication. There will also be a discussion about library communications, including internal communications and getting the word out about our libraries activities and services. As discussed at my last evaluation with the board, this topic was of interest to the board. I will explore hiring a consultant to visit our board for out annual planning session to discuss and explore this topic in further detail.
- This year there was a campaign to raise money for the Friends of the Library Pat Hazelhurst Endowment Fund. They raised \$33,333, which was matched by an anonymous donor, which brings the total raised to \$66,666. This raised the entire fund to over \$200,000. After the first year, the fund will generate around \$10,000 for the library annually.
- Hood River County has started issuing Community ID cards. Enrollment for the general public will start in September 2019. The HRC Community ID is a form of local government issued identification with photo ID that is available and accessible to all who live in Hood River County. To get the Hood River Community ID, a person must show original documents to prove their identity and that they live in Hood River County. They must have a total of 300 points to prove their identity and a total of 300 points to prove residency in the County. Some documents count for 300 points, like a valid passport to prove identity. For further details, visit <a href="https://nextdoorinc.org/community-id/">https://nextdoorinc.org/community-id/</a>. According to our current Library Card Policy, we can accept valid government-issued photo ID to open a new library card. We will be informing staff of the new ID and sharing examples with them.

**Facilities** 

- Our building maintenance person, Michael Peterson-Love has completed painting the upper level of the library in the new addition, excluding the Atrium, and the hallway leading to the restrooms, public restrooms and area outside the public restrooms on the lower level.
- I've submitted a request to the Oregon State Preservation Office to request permission to install the new reader board sign to the front of the building. The signage was approved at the July 16, 2019 by the board. We are required to submit a proposal since the Hood River Library is on the National Register of Historic Places.
- The Norway Maple directly in front of the library lost a large branch in a wind storm. The tree was evaluated by our arborist. The tree has heart rot and is showing increased decline in the health of the central trunk since it was last evaluated in 2016. To protect our patrons and the general public, the tree will be removed.
- Update HVAC: Mark Jones from R&W completed their site visit to evaluate our HVAC system
  and boiler. They are now working through the calculation portion of the report. Then Energy
  Trust of Oregon will present the report to us. I recommend we call a Special Library Board
  Meeting once I receive the report in the next few weeks, so we can move forward with
  requesting bids from contractors to install a new unit. Once we select a contractor it will take 68 weeks until the unit will be installed. I will update the board at the meeting regarding our letter
  to the HVAC company Trane.
- Update generator: Hood River County has received a grant to purchase generators for community organizations. I communicated with Barb Ayers and she stated they could set up tests to determine where we could place the generator. The county will only fund the generator. The maintenance costs will be the responsibility of the District. I will meet with Ayers to determine the cost of maintenance and I will report back to the board.
- We have three works new works of art on display in the alcove near the public restrooms in the
  Hood River Library. A long-time supporter of the library Richard (Dick) Swart, created drawings
  of the Hood River Library and grounds. Swart passed away earlier this year. His family recently
  held his Celebration of Life in our meeting room. The loaned us the art to display as long as we
  wish. The family also donated \$5,000 to the Library Foundation and requested the funds be
  used to purchase outdoor benches.

#### Personnel

We have happy news! Assistant Director Arwen Ungar is expecting a baby!

#### **Programs**

- We have had a fun-filled summer of programs for all ages. I'll provide a full report of program statistics at our September board meeting.
- Our last big program of the summer, our Unity Picnic, will take place in the library gardens on Saturday, August 17, at 5:30pm. We will have food, music and crafts for all ages.

#### Statistics

• I'm working on compiling our statistics for both the fiscal year 2018-19 and our summer reading program. I plan to provide a full report at our September board meeting.

#### VI. Old Business

i. Discussion of Friends of the Library and Library Foundation liaisons Sheppard

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 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.

#### ii. New copier (ACTION)

Sheppard

Attachment:

- VI.ii.a. Equipment support agreement
- VI.ii.b. Equipment order form
- VI.ii.d. Lease Agreement
- VI.ii.e. Letter to release liability
- VI.ii.g. Terms and conditions

The District Board approved the contract for our new color/black&white copier provided by Solutions Yes at the July 16, 2019. Our legal counsel Ruben Cleaveland reviewed the documentation and requested Solutions Yes add information to the Lease Agreement to reference the Oregon Educational Technology Consortium (OETC) Contract Pricing. The District is now a member of OETC, which allows us to obtain a reduced price to lease the machine.

We now have 27 months remaining on our current lease, so Solutions Yes lowered our monthly lease price by \$10.00. Our new lease price will be \$159.95 per month.

I'm asking the board to approve the updated documentation.

#### VII. New Business

#### i. Exhibits policy (ACTION)

Sheppard

Attachments: VII.i. Exhibits policy

I made the following changes:

- We currently only have three exhibit spaces instead of four.
- We do not allow patrons to possess or consume alcohol unless as a participant at a library event, in which alcohol use has been approved.

SDAO reviewed and approved of the changes to the policy.

In addition, we have an Exhibit Liability Form which must be filled out by patrons. It states, "Hood River County Library District shall not be held responsible for any loss or damage, including theft of my personal property, which would like to display."

I ask the board to approve the amended policy.

#### ii. Air conditioning unit – library server room (ACTION)

Sheppard

Attachment: VII.ii. Proposal Mini-Split for server room

We currently have a small Mitsubishi air conditioning unit in our computer server room in our staff area. Originally, this room was used as the server head quarters for the former Gorge Link Library Consortium. The consortium was dissolved and when we became a Library District we joined the SAGE consortium and their servers are located at another library branch. The former Library Director decided to no longer use the unit and it was turned off.

Due to an increase in equipment in the room which now includes two switches, a staff server, modem, router, controls for the HVAC, and a firewall, our IT Specialist Ken Jacobs recommended with start using the unit again to keep the small room cool to protect our equipment. I contacted A&E Heating and Cooling and they determined the part of the unit located on the roof is leaking and the entire unit no longer contains refrigerate. Factoring in the age of the unit (installed 2003) and the cost to repair the issues, they recommended replacing the entire unit.

A local company was servicing this unit in the past and our small unit in the Columbia Room. A&E will charge \$600 per year for regular maintenance per unit, which is \$200 less expensive per unit per year than the other local company.

I am asking the board to approve the replacement cost of a new unit and disposal of the old unit for \$3,400.

#### iii. Hood River Rotary Peace Pole

Sheppard

Steve Schmidt from the Hood River Rotary contacted me about installing a Peace Pole on library property. The Rotary committee for the Peace Pole is currently considering two locations in the community. They will decide at their meeting this month. Steve and I met and decided the perfect place will be at the entrance to the Georgiana Smith Memorial Gardens from Oak Street.



The Peace Pole Project was started in Japan by Masahisa Goi (1916 – 1980), who dedicated his life to spreading the message, "May Peace Prevail on Earth". Soon after, Peace Poles inscribed with the Peace Message began to appear in various locations across Japan initiating the start of The Peace Pole Project. The Hood River Rotary orders their Peace Poles from the Peace Pole Project. More info on them can be found at

https://peacepoleproject.org/peacepoleproject.html
Currently the Hood River Rotary has installed Peace Poles
at the entrance to Jackson Park, at the entrance to the new
Children's Playground, and at the start of the walkway
between the Event Site and the former Nichols Boat Basin.

The Peace Pole contains the word peace in multiple languages. Right now they are targeting English, Spanish, Greek, Turkish, Hebrew, and a native language for the pole. That leaves one more to select. They would have a plaque underneath to identify each language.

I'm asking permission to approve the request.

#### iv. Assistant Director position reduction in hours discussion

Sheppard

Assistant Director Arwen Ungar would like to reduce her hours at the library. I would like to explore this option. This position is currently classified as exempt and full time at 40 hours per week. I have been exploring options with SDAO in ways we can adjust the hours. In addition, I would still like the District to have the option to have this position be 40 hours in the future. I want to discuss this further at the meeting before I proceed with discussing this further with SDAO.

#### v. Feast of Words 2020 fundraiser discussion

Sheppard

The Library Foundation will be discussing the next Feast of Words at their September meeting. I would like to present them with a project. Here is a list of our past projects:

- 2013: Create a teen space and new magazine area in the atrium
- 2014: Cascade Locks and Parkdale branches
- 2015: Update Georgiana Smith Memorial Gardens
- 2016: Update the Children's Library at the Hood River Library
- 2017: New furniture for the Hood River Library
- 2018: Cascade Locks and Odell support and improve library services
- 2019: Odell Improve library services by supporting existing weekly pop-up library services as well as completing a feasibility study for long term services.

This year, I would like to ask the Foundation to focus the Feast of Words on improvements to the Hood River Library and grounds. Here are some possible projects:

- Restoration front entrance In this year's budget, I proposed this project be funded by the
  District capital fund. It would be beneficial to have the Foundation Feast of Words pay for some
  of the restoration since we will need to replace the HVAC rooftop unit this fiscal year. I will also
  be seeking grants for the restoration.
- Film for the Atrium windows to protect our teen collection from damage caused by the sun. It will also aid with heating and cooling costs.
- New light pole in the Gardens.
- Lighting outside by the library book drop. This area is not well lit.
- Painting the interior of the Hood River Library We still have several areas which need to be painted.
- Makerspace add need electrical receptacle to make it easier and safer to use equipment.

I would like to discuss this further and hear your thoughts.

#### vi. Planting new trees

Sheppard

I would like to discuss planting a few smaller trees in the front of the library to replace the Maple tree. I recommend we consult with Mt. Hood Gardens. They designed our Gardens in 2004.

#### vii. Feasibility and Scoping Exercise discussion

Sheppard

At the last board meeting the board discussed possible ways to proceed with the project, since the District did not receive any proposals from the request for bids. I stated at the last meeting I received feedback the time frame should be 4-6 weeks for applicants and since the last meeting I have also received feedback the suggested cost for the project is low. In addition, Outreach Specialist Yeli Boots and I have discussed she will have the time and energy this fall and winter to devote more time to assisting with the exercise. This is my first time working on a project like this and I need to conduct more research and potentially get professional assistance with the fine tuning of the proposal and suggested cost of the project. I recommend over the next month, I work on a revised proposal and present it to the board at our September 17 meeting. I would like to discuss this further at the August 20 board meeting.

#### VIII. Agenda items for the next meeting

Sheppard

- Statistics FY 2018-19
- · Public Records Policy

#### IX. Adjournment

Sheppard

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

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#### **Board of Directors**

#### **Regular Meeting Minutes**

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

Present: Rachael Fox (staff), Jean Sheppard, Megan Janik, Sara Marsden, Mo Burford (staff).

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

Sheppard

Board President Jean Sheppard called the meeting to order at 7:06pm. Janik moved to approve the agenda as presented. Marsden seconded. The motion carried unanimously.

#### II. Conflicts or potential conflicts of interest

Sheppard

None stated.

#### III. Board officer elections (ACTION)

Sheppard

Marsden moved to elect Sheppard as president of the Board of Directors and Karen Bureker as Vice President for the 2019-20 fiscal year. Janik seconded. The motion carried unanimously.

#### IV. Consent Agenda (ACTION)

Sheppard

i. Minutes from June 18, 2019 meeting

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

#### V. Open forum for the general public

President

Mo Burford, library staff member was present.

#### VI. Staff presentation - Operations Assistant, Mo Burford

President

Mo Burford discussed his job duties for the library. He spoke about facilities maintenance, interlibrary loan, courier, office supply ordering, marketing, and working the public service desk and providing reader's advisory.

#### VII. 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. June 2019 financial statements

Fox

There was nothing to add to the written report.

#### iv. **Director's report**

Fox

Fox stated the mistake with the staff member payroll cost the District \$500. Sheppard asked if the employee would need to reimburse the District. Fox stated she spoke to SDAO and since we did not have anything written in our policies regarding the situation, we could not ask for reimbursement. Sheppard asked if the error has been corrected. Fox stated it has been corrected.

Fox stated Michael Peterson-Love replaced several water damaged ceiling tiles throughout the Hood River building.

#### VIII. Old Business

#### i. HVAC discussion

Sheppard

The board agreed to proceed with the study by Oregon Energy Trust (OET). Fox stated, OET will recommend a section of the report for Request for Bids document. They will review the bids to ensure it contains all the components we need to proceed with replacement.

#### IX. New Business

#### i. Appointing agents of record (ACTION)

Sheppard

Janik moved to adopt Resolution 2019-20.01, appointing the insurance agent of record as Columbia River Insurance and the employee benefits agent of record as Hub International group. Marsden seconded. The motion carried unanimously.

#### ii. Establishing regular meeting time (ACTION)

Sheppard

Marsden moved to adopt Resolution 2019-20.02, establishing the regular Board of Directors meeting as the 3<sup>rd</sup> Tuesday of month at the Hood River Library. Janik seconded. The motion carried unanimously.

## iii. **Discussion of Friends of the Library and Library Foundation liaisons** Sheppard

The board members decided to postpone the discussion until the next board meeting.

#### iv. Painting bid (Action) President

Sheppard asked if the Foundation will be funding the project. Fox stated the Foundation will fund \$6,297.68 and the Library District will fund \$802.32 from the Capital Fund. Marsden made a motion to approve the painting bid in the amount of \$7,100. Janik seconded. The motion carried unanimously.

v. **Hood River County Emergency Services partnership (ACTION)**Sheppard Sheppard asked where they would store the generator. Fox stated the have not explored locations. Marsden and Sheppard stated it would need to be in a place where the item can not be tampered with or stolen. Sheppard stated we would also need to explore which entity will be responsible for maintenance and annual testing. Sheppard asked if the District can use the generator in an emergency. Fox stated, it will be ours to use, when needed. Sheppard said perhaps we can have a portable unit and the county can bring it over. Marsden stated they may be difficult in a emergency situation like an earthquake. Sheppard agreed.

Fox stated she will ask the county who will be responsible for maintenance and testing and where we can possible store the unit.

#### vi. Volunteer policy (ACTION)

President

Janik made a motion to approve the amended policy. Marsden seconded. The motion carried unanimously.

#### vii. Reader board discussion

Sheppard

Marsden asked about installation and if we are allowed to install the sign on a historic building. Fox stated she will contact the State Historic Preservation Office for Oregon.

The Board agreed it is a good idea and approved the signage. Sheppard stated we should also explore signage on the north side of the property on Oak Street. Fox stated there may be limitations to

one sign per property within the city limits. Marsden stated we may be able to have another sign since we are also including the Georgiana Smith Memorial Gardens. Fox stated she would look into it and report back to the board.

viii. **Request for bids for Feasibility and Scoping Exercise discussion** Sheppard Sheppard asked if the time frame was too short for applicants. Fox stated she received feedback the time frame should be 4-6 weeks for applicants. Fox stated she would also advertise to a wider audience, including library Listservs. Sheppard recommended the Oregon Library Association. The board would like to proceed with advertising to a large audience and allow a longer time frame for applicants instead of increasing the cost of the project.

#### ix. New copier (ACTION)

Sheppard

Fox stated she thought we could provide better service to patrons and support for staff printing with a new copier. Marsden asked about Yes Solutions storing the copier and asked if anything happened to the copier would the District be responsible. Fox state she spoke to Ken Jacobs and he stated another company offered a similar deal to his family business.

Fox will submit the documents to our legal counsel Ruben Cleveland for review. Upon Cleveland's approval, I recommend we lease the new copier from Solutions Yes.

Marsden made a motion to approve the purchase and contracts for a new copier from Yes Solutions with the condition the contracts are approved by Cleaveland. Janik seconded. The motion carried unanimously.

#### X. Agenda items for next meeting

Sheppard

Sheppard asked for another staff member presentation at the next board meeting.

XI. Adjournment Sheppard

The meeting was adjourned at 7:46pm.

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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## INVOICE

Invoice Number: 0000677182

Due Date:

Invoice Date: 07/31/2019 09/14/2019

Page: 1

01-624 Rainal Py

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Rachael Fox Library Directory Hood River Cnty Libr Dist 502 State St Hood River OR 97031-2042

| PRODUCT<br>CODE | DESCRIPTION                        | QUANTITY              | UNIT<br>PRICE        | AMOUNT   |
|-----------------|------------------------------------|-----------------------|----------------------|----------|
|                 | Cataloging and Metadata            | and the second second | i de ja recentaciona |          |
| FIX9835         | Cataloging and Metadata Sub-Annual | 1:                    | 2,298.19             | 2,298.19 |
|                 | Resource Sharing and ILL           |                       |                      |          |
| FIX9839         | WorldShare ILL Subscription-Annual | 1 - 1                 | 962.47               | 962.47   |
|                 | Subtotal:                          |                       |                      | 3,260.66 |
|                 | Tax:                               |                       |                      |          |
|                 | TOTAL AMOUNT DUE                   |                       |                      | 3,260.66 |

We appreciate your business. Thank you for supporting the OCLC Cooperative.

Remit Address: OCLC, Inc. PO Box 5405 Denver, CO 80217-5405

For Key Terms and Definitions, please see the back of the invoice. For an OCLC invoice overview, please see "Understanding your OCLC Invoice" at: http://oc.lc/ujNwgF Account Number: 01OCLC19932474 and OCLC symbol: OR4

If you have questions regarding products billed or pricing, subscription terms, or renewals please contact Order Services at orders@oclc.org. For payment or payment related questions about your account, please contact Cindy James at 800.848.5878 ext 6281 or JAMESC@OCLC.ORG.

III.ii. Invoice OCLC

## Onstott, Broehl & Cyphers, P.C.

#### **Certified Public Accountants**

KENNETH L. ONSTOTT, c.p.a. JAMES T. BROEHL, c.p.a. RICK M. CYPHERS, c.p.a.

WILLIAM S. ROOPER, c.p.a. retired

MEMBERS: American Institute of c.p.a.'s Oregon Society of c.p.a.'s

August 13, 2019

Hood River County Library District Hood River, OR 97031

We are pleased to confirm our understanding of the services we are to provide for the year ended June 30, 2020.

You have requested that we perform the following services:

- Prepare checks for issuance from the invoices that you provide to us. These will be posted to the general ledger accounts based upon the coding that you indicate.
- Reconcile accounts with bank statements for the Columbia State Bank each month.
- Prepare and reconcile your payroll records, payroll tax returns, and payroll tax deposits.
- Record all income and expenses, deposits, and adjusting entries needed each month.
- Prepare Form 1099's, and quarterly and annual payroll reports for Hood River County Library District for the year ended December 31, 2019.

•

Our bookkeeping services will cover the year ended June 30, 2020.

We will prepare the financial statements Hood River County Library District, which comprise the annual and monthly balance sheet – cash basis, and the related statement of revenues, expenses and other changes in net assets – cash basis of, for the year ended June 30, 2020, and perform a compilation engagement with respect to those financial statements.

The objective of the preparation and compilation portion of our engagement is to-

- 1. prepare financial statements in accordance with the cash basis of accounting based on information provided by you, and
- 2. apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with cash basis of accounting.

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct* and its ethical principles of integrity, objectivity,

OFFICES:

100 EAST FOURTH STREET THE DALLES, OREGON 97058 Telephone: (541) 296-9131 Fax: (541) 296-6151

1313 BELMONT STREET HOOD RIVER, OREGON 97031 Telephone: (541) 386-6661 Fax: (541) 308-0178 professional competence, and due care, when performing the bookkeeping services, preparing the financial statements, and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities since performing those procedures or taking such action would impair our independence.

The financial statement preparation and compilation portion of the engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with the cash basis of accounting and assist you in the presentation of the financial statements in accordance with the cash basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- 1. The selection of the cash basis of accounting as the financial reporting framework to be applied in the preparation of the financial statements.
- 2. The preparation and fair presentation of the financial statements in conformity with cash basis of accounting.
- 3. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- 4. The prevention and detection fraud.
- 5. To ensure that the District complies with the laws and regulations applicable to its activities.
- 6. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- 7. To provide us with –
- access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
- additional information that we may request from you for the purpose of the compilation engagement.
- Unrestricted access to persons within the District of whom we determine it necessary to make inquiries.

As part of our engagement, we will issue a compilation report that will state that we did not audit or review the financial statements and that accordingly, we do not express and opinion, a conclusion, nor

provide any assurance on them. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.

#### **Other Relevant Information**

You are also responsible for all management decisions and responsibilities, and for designating an individual with, suitable skills, knowledge, and experience to oversee our bookkeeping and financial statement preparation. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

Ken Onstott is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees will be \$1,525 per month. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Invoices for work performed will be submitted at the end of the month and are due within 30 days.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We appreciate the opportunity to be of service to you and believe that letter accurately summarizes the significant terms of our engagement. If you have any question, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Kenneth L. Onstott, CPA

Acknowledged:
Hood River County Library District

Title

Date

## Compiled Financial Statements July 31, 2019

## TABLE OF CONTENTS

| ndependent Accountants' Compilation Report                                      |     |  | 1     |
|---|-----|--|-------|
| Balance Sheet – Cash Basis  |     |  | . 2   |
| Statement of Revenues, Expenditures and Changes in Fund Balances – Cash Basis.  | a ( |  | . 3   |
| Supplementary Information: Statement of Revenues and Expenditures – Cash Basis: |     |  |       |
| General Fund  |     |  | . 4-5 |
| Grants Fund   |     |  | . 6   |
| Capital Equipment Reserve Fund  |     |  | . 7   |
| Schedule of Revenues and Expenditures and Changes in                            |     |  |       |
| Fund Balance – Cash Basis – Grants Funds.                                       |     |  | . 8   |

## Onstott, Broehl & Cyphers, P.C.

#### **Certified Public Accountants**

KENNETH L. ONSTOTT, c.p.a. JAMES T. BROEHL, c.p.a. RICK M. CYPHERS, c.p.a.

WILLIAM S. ROOPER, c.p.a. retired

MEMBERS: American Institute of c.p.a.'s Oregon Society of c.p.a.'s OFFICES:

100 EAST FOURTH STREET THE DALLES, OREGON 97058 Telephone: (541) 296-9131 Fax: (541) 296-6151

1313 BELMONT STREET HOOD RIVER, OREGON 97031 Telephone: (541) 386-6661 Fax: (541) 308-0178

#### 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 July 31, 2019, and the related statement of revenues, expenditures and changes in fund balance – cash basis for the one month 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 August 13, 2019

## Hood River County Library District Balance Sheet - Cash Basis July 31, 2019

ASSETS

|   |           |           | Capital<br>Equipment |           |
|---|-----------|-----------|----------------------|-----------|
|   | General   | Grants    | Reserve              |           |
|   | Fund      | Fund      | Fund                 | Total     |
| Current Assets:                         |           |           | -                    |           |
| Cash in bank - Columbia State Bank      | \$75,623  |           |                      | \$75,623  |
| Cash with Hood River County             | 546,912   | \$107,211 | \$96,457             | 750,580   |
| Petty cash                              | 416       |           |                      | 416       |
| Prepaid payroll taxes                   | 2,517     |           |                      | 2,517     |
| Total Current Assets                    | 625,468   | 107,211   | 96,457               | 829,136   |
| TOTAL ASSETS                            | \$625,468 | \$107,211 | \$96,457             | \$829,136 |
| LIABILITIES & FUND BALANCES Liabilities |           |           |                      |           |
| Current Liabilities                     |           |           |                      |           |
| Payroll liabilities                     | \$0       |           |                      | \$0       |
| Total Current Liabilities               | 0         | 0         | 0                    | 0         |
| Total Liabilities                       | 0         | 0         | 0                    | 0         |
| Fund Balances: Unassigned               | 625,468   | 107,211   | 96,457               | 829,136   |
| TOTAL LIABILITIES & FUND BALANCES       | \$625,468 | \$107,211 | \$96,457             | \$829,136 |

#### HOOD RIVER COUNTY LIBRARY

Statement of Revenues, Expenditures, and Changes in Fund Balance - Cash Basis For the One Month Ended July 31, 2019

|  |   |              | Capital<br>Equipment<br>Reserve |                  |
|--|---|--------------|---------------------------------|------------------|
| Revenues:                                | General Fund                            | Grants Fund  | Fund                            | Total            |
| Donations and grants                     | \$0                                     | \$0          |                                 | \$0              |
| Property tax revenues - current year     | 1,387                                   |              |                                 | 1,387            |
| Property tax revenues - prior year       | 649                                     |              |                                 | 649              |
| Fines and fees Intergovernmental revenue | 1,405<br>0                              |              |                                 | 1,405            |
| Interest revenue                         | 1,531                                   |              | \$227                           | 0<br>1,758       |
| Miscellaneous                            | 0                                       |              | ΨZZ1                            | 0                |
| Total Revenues                           | 4.070                                   |              |                                 |                  |
| Total Revenues                           | 4,972                                   | 0            | 227                             | 5,199            |
| Expenditures:                            |   |              |                                 |                  |
| Personal services:<br>Wages and salaries | 36,986                                  | 454          |                                 | 27 440           |
| Employee benefits                        | 10,884                                  | 39           |                                 | 37,440<br>10,923 |
|  |   |              | Maria (1971)                    | 10,020           |
| Total Personal Services                  | 47,870                                  | 493          | 0                               | 48,363           |
| Materials and services:                  | 25                                      |              |                                 |                  |
| Bank charges                             | 16                                      |              |                                 | 16               |
| Building rental Building maintenance     | 3,044<br>1,674                          |              |                                 | 3,044<br>1,674   |
| HVAC                                     | 1,351                                   |              |                                 | 1,351            |
| Elevator                                 | 171                                     |              |                                 | 171              |
| Telephone                                | 598                                     |              |                                 | 598              |
| Internet                                 | 427                                     |              |                                 | 427              |
| Collection development                   | 5,134                                   | 27           |                                 | 5,161            |
| Technology Accounting and auditing       | 1,982                                   | 229          |                                 | 2,211            |
| Courier                                  | 209                                     |              |                                 | 0<br>209         |
| Custodial services                       | 1,823                                   |              |                                 | 1.823            |
| Technical services                       | 0                                       |              |                                 | 0                |
| Library consortium                       | 0                                       |              |                                 | 0                |
| Copiers                                  | 158                                     |              |                                 | 158              |
| Elections expense                        | 0                                       | 400          |                                 | 0                |
| Furniture and equipment<br>Insurance     | 160<br>0                                | 138          |                                 | 298              |
| Georgiana Smith Memorial Garden          | 1,254                                   |              |                                 | 0<br>1,254       |
| Legal services                           | 1,155                                   |              |                                 | 1,155            |
| Professional services                    | 0                                       |              |                                 | 0                |
| Dues and subscriptions                   | 227                                     |              |                                 | 227              |
| Miscellaneous                            | 165                                     |              |                                 | 165              |
| Postage and freight<br>Printing          | 36<br>0                                 |              |                                 | 36               |
| Programs                                 | 2,002                                   | 2,105        |                                 | 0<br>4,107       |
| Advertising                              | 277                                     | 2,100        |                                 | 277              |
| Supplies - office                        | 2,016                                   |              |                                 | 2,016            |
| Travel                                   | 379                                     |              |                                 | 379              |
| Training                                 | 0                                       |              |                                 | 0                |
| Board development Parking reimbursement  | 0                                       |              |                                 | 0                |
| Electricity                              | 1,554                                   |              |                                 | 0<br>1,554       |
| Garbage                                  | 122                                     |              |                                 | 122              |
| Natural gas                              | 0                                       |              |                                 | 0                |
| Water & sewer - building                 | 423                                     |              |                                 | 423              |
| Total Materials and Services             | 26,357                                  | 2,499        | 0                               | 28,856           |
| Capital outlay                           | 0                                       | 0            | 0                               | 0                |
| Total Expenditures                       | 74,227                                  | 2,992        | 0                               | 77,219           |
|  | 200-200-200-200-200-200-200-200-200-200 | 709 100410   |                                 |                  |
| Revenues Over Expenditures               | (69,255)                                | (2,992)      | 227                             | (72,020)         |
| Other Financing Sources (Uses)           |   |              |                                 |                  |
| Operating transfers in                   | 0                                       |              | 0                               | 0                |
| Operating transfers out                  | 0                                       |              |                                 | 0                |
| Total Other Financing Sources (Uses)     | 0                                       | 0            | 0                               | 0                |
| Revenues and Other Financing Sources     |   | panal make m |                                 |                  |
| (Uses) Over Expenditures                 | (69,255)                                | (2,992)      | 227                             | (72,020)         |
| Fund Balance - July 1, 2019              | 694,723                                 | 110,203      | 96,230                          | 901,156          |
| Fund Balance - July 31, 2019             | \$625,468                               | \$107,211    | \$96,457                        | \$829,136        |
| 250. 7 . 310                             |   |              |                                 |                  |

See Independent Accountants' Compilation Report

#### **General Fund**

# Statement of Revenues and Expenditures - Cash Basis For the One Month and One Month Ended July 31, 2019

|                             |    | Current Period | Year to Date | Annual   |
|-----------------------------|----|----------------|--------------|----------|
|                             | _  | Actual         | Actual       | Budget   |
| Revenues:                   |    |                |              |          |
| Tax revenues - current      |    | \$1,387        | \$1,387      | \$928,49 |
| Tax revenues - prior year   |    | 649            | 649          | 15,00    |
| Interest revenue            |    | 1,531          | 1,531        | 12,00    |
| Fines and fees              |    | 1,405          | 1,405        | 13,50    |
| Intergovernmental revenue   |    | 0              | 0            |          |
| Donations                   |    | 0              | 0            |          |
| Miscellaneous               |    | 0              | 0            |          |
| Total Revenues              | _  | 4,972          | 4,972        | 968,99   |
| Expenditures:               |    |                |              |          |
| Personal services:          |    |                |              |          |
| Wages and salaries:         | 17 |                |              |          |
| Library clerk I             |    | 508            | 508          | 7,37     |
| Library clerk II            |    | 7,853          | 7,853        | 103,31   |
| Library assistant I         | 6  | 4,225          | 4,225        | 54,22    |
| Library assistant II        |    | 8,413          | 8,413        | 100,47   |
| Librarian I                 |    | 5,110          | 5,110        | 68,80    |
| Librarian II                |    | 4,630          | 4,630        | 58,15    |
| Library director            |    | 6,247          | 6,247        | 77,54    |
| Other                       |    | 0              | 0            |          |
| Payroll taxes and benefits: |    |                |              |          |
| Retirement                  |    | 2,085          | 2,085        | 34,97    |
| Social security             |    | 2,812          | 2,812        | 35,94    |
| Workers' compensation       |    | 20             | 20           | 1,20     |
| Health insurance            |    | 5,666          | 5,666        | 100,80   |
| Unemployment insurance      |    | 301            | 301          | 4,22     |
| Other employee benefits     |    | 0              | 0            | ,        |
| Total Personal Services     | -  | 47,870         | 47,870       | 647,04   |
| Materials and services:     |    |                |              |          |
| Bank charges                |    | 16             | 16           | 25       |
| Building rental             |    | 3,044          | 3,044        | 14,53    |
| Building maintenance        |    | 1,674          | 1,674        | 20,00    |
| HVAC                        |    | 1,351          | 1,351        | 15,00    |
| Elevator                    |    | 171            | 171          | 2,35     |
| Telephone                   |    | 598            | 598          | 5,10     |
| Internet                    |    | 427            | 427          | 5,80     |
| Collection development      |    | 5,134          | 5,134        | 83,00    |
| Technology                  |    | 1,982          | 1,982        | 13,00    |
| Accounting and auditing     |    | 0              | 0            | 27,00    |
| Courier                     |    | 209            | 209          | 2,30     |

#### **General Fund**

# Statement of Revenues and Expenditures - Cash Basis For the One Month and One Month Ended July 31, 2019

|                                      | Current Period<br>Actual | Year to Date<br>Actual | Annual<br>Budget |
|--------------------------------------|--------------------------|------------------------|------------------|
| Custodial services                   | 1,823                    | 1,823                  | 23,000           |
| Technical services                   | 0                        | 0                      | 4,000            |
| Library consortium                   | 0                        | 0                      | 13,070           |
| Copiers                              | 158                      | 158                    | 2,400            |
| Elections expense                    | 0                        | 0                      | 0                |
| Furniture and equipment              | 160                      | 160                    | 4,000            |
| Insurance                            | 0                        | 0                      | 9,000            |
| Georgiana Smith Memorial Garden      | 1,254                    | 1,254                  | 25,000           |
| Legal services                       | 1,155                    | 1,155                  | 4,000            |
| Professional services                | 0                        | 0                      | 0                |
| Dues and subscriptions               | 227                      | 227                    | 4,000            |
| Miscellaneous                        | 165                      | 165                    | 1,000            |
| Postage and freight                  | 36                       | 36                     | 1,200            |
| Printing                             | 0                        | 0                      | 500              |
| Programs                             | 2,002                    | 2,002                  | 20,000           |
| Advertising                          | 277                      | 277                    | 1,500            |
| Supplies - office                    | 2,016                    | 2,016                  | 14,000           |
| Travel                               | 379                      | 379                    | 5,000            |
| Training                             | 0                        | 0                      | 4,000            |
| Board development                    | 0                        | 0                      | 1,500            |
| Parking reimbursement                | 0                        | 0                      | 1,000            |
| Electricity                          | 1,554                    | 1,554                  | 21,000           |
| Garbage                              | 122                      | 122                    | 1,600            |
| Natural gas                          | 0                        | 0                      | 10,000           |
| Water & sewer - building             | 423                      | 423                    | 5,200            |
| Total Materials and Services         | 26,357                   | 26,357                 | 364,300          |
| Capital Outlay                       | 0                        | 0                      | 0                |
| Contingency                          | 0                        | 0                      | 100,000          |
| Total Expenditures                   | 74,227                   | 74,227                 | 1,111,348        |
| Other Financing Sources (Uses)       |                          |                        |                  |
| Operating transfers In               | 0                        | 0                      | 0                |
| Operating transfers out              | 0                        | 0                      | (43,000)         |
| Total Other Financing Sources (Uses) | 0                        | 0                      | (43,000)         |
| Change in Fund Balance               | (\$69,255)               | (\$69,255)             | (\$185,355)      |

#### **Grants Fund**

# Statement of Revenues and Expenditures - Cash Basis For the One Month and One Month Ended July 31, 2019

|                           | <b>Current Period</b> | Year to Date | Annual     |
|---------------------------|-----------------------|--------------|------------|
|                           | Actual                | Actual       | Budget     |
| Revenues:                 |                       |              |            |
| Donations and grants      | \$0                   | \$0          | \$340,000  |
| Intergovernmental revenue | 0                     | 0            | 0          |
| Total Revenues            | 0                     | 0            | 340,000    |
| Expenditures:             |                       |              |            |
| Personal services         | 493                   | 493          | 5,500      |
| Materials and services:   | 2,499                 | 2,499        | 235,000    |
| Capital outlay            | 0                     | 0            | 169,500    |
| Total Expenditures        | 2,992                 | 2,992        | 410,000    |
| Change in Fund Balance    | (\$2,992)             | (\$2,992)    | (\$70,000) |

## **Capital Equipment Reserve Fund**

## Statement of Revenues and Expenditures - Cash Basis For the One Month and One Month Ended

July 31, 2019

|                            | Current Period<br>Actual | Year to Date<br>Actual | Annual<br>Budget |
|----------------------------|--------------------------|------------------------|------------------|
| Revenues:                  |                          |                        |                  |
| Interest revenue           | \$227                    | \$227                  | \$1,500          |
| Other Financing Sources    |                          |                        |                  |
| Transfer from General Fund | 0                        | 0                      | 43,000           |
| Total Revenues and         |                          |                        |                  |
| Other Sources              | 227                      | 227                    | 44,500           |
| Expenditures:              |                          |                        |                  |
| Materials and services     | 0                        | 0                      | 0                |
| Capital outlay             | 0                        | 0                      | 75,000           |
| Total Expenditures         | 0                        | 0                      | 75,000           |
| Change in Fund Balance     | \$227                    | \$227                  | (\$30,500)       |

HOOD RIVER COUNTY LIBRARY Schedule of Revenues, Expenditures, and Changes in Fund Balance - Cash Basis Grants Funds For the One Month Ended July 31, 2019

| Total                     | 80                                | 0              | 234   | 0 35 0 0   | 493   | 27<br>229<br>2,105<br>138   | 2,499                        | 0              | 2,992              | (2,992)                    | 110,203                     | \$107,211                    |
|---------------------------|-----------------------------------|----------------|---|--|---|---|------------------------------|----------------|--------------------|----------------------------|-----------------------------|------------------------------|
| RTR<br>2019               | 80                                | 0              |   |  | 0   | 28  | 28                           | 0              | 28                 | (28)                       | 1,305                       | \$1,277                      |
| RTR<br>2018               | \$0                               | 0              |   |  | 0   |   | 0                            | 0              | 0                  | 0                          | 147                         | \$147                        |
| Friends of<br>the Library | \$0                               | 0              | 234   | 35   | 493   | 1,100   | 1,100                        |                | 1,593              | (1,593)                    | 5,089                       | \$3,496                      |
| Other<br>Grants           | \$0                               | 0              |   |  | 0   |   | 0                            | 0              | 0                  | 0                          | 105                         | \$105                        |
| Foundation<br>Grants      | \$0                               | 0              |   |  | 0   | 27<br>229<br>977<br>138   | 1,371                        | 0              | 1,371              | (1,371)                    | 99,732                      | \$98,361                     |
| SDAO<br>Safety 2016       | 80                                | 0              |   |  | 0   |   | 0                            | 0              | 0                  | 0                          | 3,000                       | \$3,000                      |
| Newspaper<br>Digitization | \$0                               | 0              |   |  | 0   | . 0   | 0                            | 0              | 0                  | 0                          | 825                         | \$825                        |
|                           | Revenues:<br>Donations and grants | Total Revenues | Expenditures: Personal services: Wages and salaries: Library clerk II | Employee benefits: Retirement FICA Workers compensation Health insurance | Unemployment insurance<br>Total Personal Services | Materials and services: Building maintenance Collection development Technology Programs Furniture and equipment | Total Materials and Services | Capital outlay | Total Expenditures | Net Change in Fund Balance | Fund Balance - July 1, 2019 | Fund Balance - July 31, 2019 |

See Independent Accountants' Compilation Report

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## **EQUIPMENT SUPPORT AGREEMENT**

|                                    |                        |                |              |   |             | CONTRACT #     |                   |                            |  |
|------------------------------------|------------------------|----------------|--------------|---|-------------|----------------|-------------------|----------------------------|--|
| CUSTOMER I                         | BILL TO:               |                |              | CUSTOMER EQUIPMENT LOCATION:                    |             |                |                   |                            |  |
| Hood River County Library District |                        |                |              | Hood River County Library District              |             |                |                   |                            |  |
| 502 State St                       |                        |                |              | 502 Stat  | e St        |                |                   |                            |  |
| Hood River,                        | OR 97031               |                |              | _   | Hood Riv    | ver, OR 97031  | <u>L</u>          |                            |  |
|                                    |                        | <b>a</b>       |              |   |             |                |                   |                            |  |
| Contact Nam                        |                        | Phone Nur      |              |   |             |                |                   |                            |  |
| Rachael Fox                        |                        | <u> </u>       | 37-7062      |   | AGREEN      | NENT START DA  | TE: Upor          | n Install                  |  |
| T Contact                          |                        | Phone Nur      | mber         |   |             |                |                   |                            |  |
|                                    | Your Solu              |                |              | greement covers <u>c</u><br>taples) unless spec | -           |                | l supplies        |                            |  |
| SID#                               | Equipment              | Serial         | Number       | Start Meter                                     | Image       | Allowance      | Base Charge       | Overage Chg<br>(per image) |  |
|                                    | TA3553ci               |                |              |   | 0           |                | \$ -              | 0.00750                    |  |
| SID#                               | Tiered Color           | Color          | Levels       | Start Meter                                     | Color Im    | age Allowance  | Color Base        | Overage Chg<br>(per image) |  |
|                                    | Color Level 1          | Spot           | : Color      |   | 0           |                | \$ -              | 0.02500                    |  |
|                                    | Color Level 2          | Busine         | ss Color     |   |             | 0              | \$ -              | 0.03500                    |  |
|                                    | Color Level 3          | Graph          | nic Color    |   |             | 0              | \$ -              | 0.04500                    |  |
| Additional Ed                      | quipment on Schedu     | le A           |              | •   | •           |                |                   | •                          |  |
| Preferred Mo                       | ethod of Meter Colle   | ection:        | Meter Co     | llection Contact Name                           | Rachael Fox | (              |                   |                            |  |
| ſ                                  | 541-387-70             | 062            |              |   |             | racha          | el@hoodriverlibra | ary.org                    |  |
| Ī                                  | Phone #                |                | Fax #        |   |             | E-Mail Address |                   |                            |  |
| Agreement T                        | Term                   |                |              |   |             |                | ]                 |                            |  |
| Base Billing (                     | Cycle                  |                |              |   |             |                | -                 |                            |  |
| Overage Billi                      | ng Cycle               |                |              |   |             |                |                   |                            |  |
| Comments: S                        | Service includes all p | arts, labor an | d toner. All | rates are fixed for                             | term of le  | ease.          |                   |                            |  |
| _                                  | ct pricing: OETC-16R   |                |              |   |             |                |                   |                            |  |
|                                    |                        |                |              |   |             |                |                   |                            |  |
| CUSTOMER ACC                       | CEPTANCE:              |                |              |   |             |                |                   |                            |  |
| Signature                          |                        |                | _            | Printed Name & Title                            |             |                | Date              |                            |  |
| SOLUTIONS YES                      | ACCEPTANCE             |                |              |   |             |                |                   |                            |  |
|                                    |                        |                | _            |   |             |                |                   |                            |  |
| Signature                          |                        |                |              | Printed Name & Title                            |             |                | Date              |                            |  |

## **EQUIPMENT ORDER FORM**

| Hood River County Library District |                          |                  |                                       |                | Hood River County Library District                          |                         |              |  |
|------------------------------------|--------------------------|------------------|---------------------------------------|----------------|---|-------------------------|--------------|--|
| B<br>502 Stat                      | e St                     |                  |                                       | S 502 State St |   |                         |              |  |
|                                    | ver, OR 97031            |                  |                                       | I              | Hood River, OR 97031  |                         |              |  |
| L                                  |                          |                  |                                       | P              |   |                         |              |  |
| Т                                  |                          |                  | I                                     | Т              |   |                         | I            |  |
|                                    | T NAME                   |                  | PHONE NUMBER                          | O              | LOCATION CONTACT N  | NAME                    | PHONE NUMBER |  |
| Rachel F                           | OX                       |                  | 541-387-7062                          |                |   |                         |              |  |
| CUSTOME                            | R PO NUMBER              | SALES            | ORDER NUMBER                          |                | ORDERED BY  |                         | SOLD BY      |  |
|                                    |                          |                  |                                       |                |   |                         |              |  |
| E QTY                              | ITEM#                    |                  | DES                                   | SCR            | RIPTION   |                         | NET AMOUNT   |  |
| Q 1                                | TA3552ci                 | Kyocera T        | ASKalfa 3553ci                        |                |   |                         | Leased       |  |
| 1                                  |                          |                  |                                       |                |   |                         |              |  |
| P<br>M                             |                          | <del>1</del>     |                                       | lea            | sed equipment upon re                                       | eceipt                  |              |  |
| E<br>N                             |                          | oi keturn        | Authorization                         |                |   |                         |              |  |
| Т                                  |                          | Solutions        | Yes to provide Hood F                 | Rive           | er County Library Dist a                                    | check in                |              |  |
| &                                  |                          |                  | · · · · · · · · · · · · · · · · · · · | _              | 27 payments of \$65.15                                      |                         |              |  |
| A                                  |                          |                  |                                       |                |   |                         |              |  |
| CE                                 |                          | Soutions Y       | es to network copier                  | to.            | Jamex Coin-Op machin  | е                       |              |  |
| S S                                |                          |                  |                                       |                |   |                         |              |  |
| S<br>O                             |                          | Included o       | lelivery setun installa               | atic           | on, connectivity and tra                                    | ining                   |              |  |
| R                                  |                          | +                | abor and Toner include                |                |   | в                       |              |  |
| E<br>S                             |                          |                  |                                       |                |   |                         |              |  |
|                                    |                          |                  |                                       |                |   | ,                       |              |  |
| SERVICE AG                         | REEMENT:                 |                  |                                       |                |   | SUB-TOTAL               |              |  |
| BASE CH                            | IARGE: \$ <u>0</u>       |                  | IMAGE ALLOWANCE - BK:                 |                | 0   | DELIVERY                | -            |  |
|                                    |                          |                  | IMAGE ALOWANCE - CL:                  |                | 0   | NETWORK<br>INSTALLATION |              |  |
| OVERAGE                            | RATE - CL: \$_           |                  | BILLING CYCLE:                        |                |   | TAX                     |              |  |
| Contract, "Custo                   | omer" acknowledges a     | and agrees to th | ne following terms: (1) this Co       | ntra           |   | SUBTOTAL                | \$ -         |  |
| services describ                   | ed above; (3) to fully t | understand all t | erms and conditions as stated         |                | pertains to the equipment and rein; (4) can be changed only | LESS DEPOSIT            |              |  |
| by written agree                   | ement and must be sig    | gned by Custon   | ner and Solutions YES, LLC.           |                |   | LESS DEPOSIT            |              |  |
|                                    |                          |                  |                                       | _              |   | TOTAL                   | \$ -         |  |
| CUSTOMER                           | ACCEPTANCE               |                  |                                       | TIT            | LE  |                         | DATE         |  |
|                                    |                          |                  |                                       |                |   |                         |              |  |
| CUSTOMER                           | - PRINT NAME             |                  |                                       |                |   |                         | -            |  |
|                                    |                          |                  |                                       |                |   |                         |              |  |
| SOLUTIONS                          | YES, LLC. ACCE           | PTANCE           |                                       | TIT            | 'LE   |                         | DATE         |  |
|                                    |                          |                  |                                       |                |   |                         |              |  |
| SOLUTIONS                          | YES, LLC.                |                  |                                       |                |   |                         |              |  |
| 2 2 2 1 1 2 1 1 2                  | , 0.                     |                  |                                       |                |   |                         |              |  |
|                                    |                          |                  |                                       | I              |   |                         |              |  |



## Lease Agreement

| 8300 SW Hunziker Street • Portland,   | OR 97223 • Ph         | one: 503.597.0937 • F             | ax: 503.213.1235  |                                     |
|---|-----------------------|-----------------------------------|---|-------------------------------------|
|   |                       |                                   | e," "us" and "our" refer to Solutions Yes, LLC.                   |                                     |
| CUSTOMER INFORMATION  |                       |                                   | o, 40 and 64 reserve continue 100, 220.                           |                                     |
| FULL LEGAL NAME   |                       |                                   | STREET ADDRESS  |                                     |
| Hood River County Library District  |                       |                                   | 502 State St  |                                     |
| CITY  | STATE                 | ZIP                               | PHONE FAX   |                                     |
| Hood River  | OR                    | 97031                             | 541-387-7062  |                                     |
| BILLING NAME (IF DIFFERENT FROM ABOVE)  |                       |                                   | BILLING STREET ADDRESS  |                                     |
| CITY  | STATE                 | ZIP                               | E-MAIL  |                                     |
|   |                       |                                   | rachael@hoodriverlibrary.org                                      |                                     |
| EQUIPMENT LOCATION (IF DIFFERENT FROM ABO                                     | VE)                   |                                   |   |                                     |
| FOLUBIATIVE DESCRIPTION   |                       |                                   |   |                                     |
| EQUIPMENT DESCRIPTION   |                       |                                   | 22244   |                                     |
| MAKE/MODEL/ACCESSORIES  Kyocera TA3553ci                                      |                       |                                   | SERIAL NO.  |                                     |
| Nyoceia inososci  |                       |                                   |   |                                     |
|   | -                     |                                   |   |                                     |
|   | -                     |                                   |   |                                     |
|   |                       |                                   |   |                                     |
|   | -                     |                                   |   |                                     |
|   | -                     |                                   |   |                                     |
|   |                       |                                   |   |                                     |
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|   | -                     |                                   |   |                                     |
|   |                       |                                   |   |                                     |
|   |                       |                                   |   |                                     |
|   |                       |                                   |   |                                     |
|   |                       |                                   |   |                                     |
|   |                       |                                   |   |                                     |
|   |                       |                                   |   |                                     |
| OETC Contract pricing: OETC-16R-0   | Coniers               |                                   |   |                                     |
| Lease is fixed.   | <u>Jopici J</u>       |                                   |   |                                     |
|   | , and accessions inco | rporated therein or attached ther | eto and any and all proceeds of the foregoing, including, without | t limitation, insurance recoveries. |
|   |                       | See attached                      | Schedule A  |                                     |
|   |                       |                                   |   |                                     |
|   |                       |                                   |   |                                     |
|   |                       | 60                                |   |                                     |
|   |                       | Payments*                         |   |                                     |
|   |                       | 159.95                            |   |                                     |
| If you are exempt from sales tax, attach                                      | your certificate.     |                                   |   |                                     |
|   | The neum              | *plus applicabl                   |   |                                     |
|   |                       | e Option: FMV                     | nthly unless otherwise indicated.                                 |                                     |
| Upon accentance of the Face   |                       | ·                                 | NCELABLE IDDEVOCABLE AND CANNOT B                                 | E TEDMINATED                        |
|   | ipineiii, I nio AC    | SKEEWENT IS NUNCA                 | NCELABLE, IRREVOCABLE AND CANNOT B                                | E I EKIVIINAI ED.                   |
| LESSOR ACCEPTANCE   |                       |                                   |   |                                     |
| Solutions Yes, LLC  |                       |                                   |   |                                     |
| LESSOR  | SIGN                  | ATURE                             | TITLE   | DATED                               |
| CUSTOMER ACCEPTANCE   |                       |                                   |   |                                     |
| BY SIGNING BELOW OR AUTHENTICATING AN THIS AGREEMENT ON THIS PAGE AND ON PAGE |                       |                                   | Y THAT YOU HAVE REVIEWED AND DO AGREE TO A                        | LL TERMS AND CONDITIONS OF          |
| THE AGREEMENT ON THIS PAGE AND ON FAGE  | - Z AI IAVIILD HER    | L                                 |   |                                     |

VI.ii.d. Lease Agreement

| CUSTOMER (as referenced above)  | SIGNATURE   | TITLE                               | DATED                  |
|---|---|-------------------------------------|------------------------|
|   |   |                                     |                        |
| FEDERAL TAX I.D. #  | PRINT NAME  |                                     |                        |
| DELIVERY & ACCEPTANCE CERTIFICAT  | E   |                                     |                        |
| You certify and acknowledge that all of the Equipment listed aboryour promises in this Agreement will be irrevocable and uncondit | ve: 1) has been received, installed and inspected; and 2) is fully operational in all respects. | nal and unconditionally accepted. U | pon you signing below, |
|   | X   |                                     |                        |
| CUSTOMER (as referenced above)  | SIGNATURE   | TITLE                               | ACCEPTANCE DATE        |
| 31434 (2017)  | Page 1 of 2   |                                     | Rev. 07/16/2018        |

VI.ii.d. Lease Agreement 28

- 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 or 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 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 not 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 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 aun
- 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 why ou 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
- 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 145 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 concreting foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, 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 before on the contrary herein in the contrary herein, we reserve the right to require you to sign this Agreement or any related documents 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, i
- 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**.

31434 (2017) Page 2 of 2 Rev. 07/16/2018

VI.ii.d. Lease Agreement 29



#### Letter of Lease Termination & Financial Responsibility

This letter is to confirm that Solutions YES will issue a check in the amount of \$1,759.05 to Hood River County Library District for the 27 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**

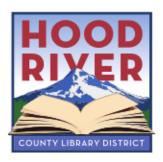
- EQUIPMENT SUPPORT AGREEMENT ("ESA"): Solutions YES, LLC agrees to perform maintenance and make inspections, adjustments and repairs, and replace defective parts without additional charge to Customer, provided such calls are made during normal business hours. Solutions YES, LLC will furnish supplies, 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, Solution 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

## **Exhibits Policy**

Hood River County Library District welcomes art exhibits and displays. Exhibit areas are made available to individuals and community groups in an effort to enrich the educational and cultural resources of the community. District staff may offer exhibits that promote library services.



The District has threefour primary exhibit spaces in the Hood River Library: the walls of the Jeanne Marie Gaulke Community Meeting Room, the showcase in the lower level, and the Library Lane hallway, and the tops of the low shelves in the adult and children's sections.

The District provides the use of these exhibit spaces at no charge on a space-available, advance reservation basis to individuals, nonprofit organizations, government agencies, and groups engaged in educational, civic, cultural, and intellectual activities.

Scheduling of the exhibits is coordinated by the Library Director or designee. It is the responsibility of the exhibitor to set up and remove the exhibits at scheduled times. Exhibitors should check exhibit spaces well in advance of exhibits.

## **Publicity**

At its discretion, the District may choose to publicize exhibits itself. The exhibitor will be asked for information about the exhibit at least three weeks in advance. This may include an exhibitor's statement and biography, description of the works on exhibit, and information about the exhibiting group. It is highly recommended that exhibitors provide a high quality photo of the exhibitor and/or of the exhibitor's work. Exhibitors also are encouraged to label their works of art to aid and educate the public.

Exhibitors are encouraged to hold a reception in the meeting room during the time of the exhibit. The exhibitor is solely responsible for this event, for providing refreshments (if desired), and contacting the District to reserve the room. No alcohol is permitted within the facility unless specifically approved in writing by the Library Director. Approval will be subject to compliance with any laws and regulations of the State of Oregon, and may require proof of insurance.

#### **Rules and restrictions**

Displays usually last for no more than one month, from the first to the final day of each month. It is not the intent of the District to provide permanent or continuous exhibits. The exhibit areas are available on a first-come, first-served basis.

Due to space constraints, the District generally does not permit free-standing exhibits, since they may interfere with access or present a safety hazard.

No exhibits may be mounted outside of the exhibit spaces defined here without approval of the Library Director. Works should be mounted using the display mechanisms provided.

502 State Street Hood River - OR 97031

541 386 2535

Exhibits in all District display spaces can be viewed by adults and children with a variety of outlooks, beliefs, and interests. The District requests that exhibitors consider the public nature of the library when selecting art or other material. The District does not endorse or advocate the viewpoints of exhibits or exhibitors.

Written complaints regarding exhibits will be reviewed by the Library Director, with referral to the Board of Directors as necessary.

#### Sale of artwork

The District does not act as a business agent for exhibitors. The exhibitor may leave a price list and contact information for the public to use. The purchase of art shall be a private transaction made directly between the exhibitor and the buyer. The District does not take a commission in connection with the sale of exhibit items.

Sold works may not be removed until the end of the exhibit period unless the seller coordinates this with the Library Director.

Approved by the Board of Directors, October 18, 2011 Last <u>amendedrevised</u>, August <u>819</u>, 201<u>94</u> <u>Last reviewed, August 8, 2019</u>

VII.i. Exhibits policy 33



2149 W. Cascade Ave-STE 106A-114  $\cdot$  Hood River  $\cdot$  OR 97031  $\cdot$  541-387-3311

203004 · EHEATHA862KN

Date: 8/15/2019

**Customer:** Hood River Library

**Contact Name: Rachael Fox** 

**Contact Phone #:** 

Contact E-Mail: rachael@hoodriverlibrary.org

Job Site Location: Hood River

We here by propose to provide labor and material necessary.

**Scope of Work**: Mini split for server room

Inclusions: permit and inspection. Removal and disposal of existing mini split head in server room and outdoor unit on roof. New Mitsubishi GL 9,000 BTU indoor head installed in server room. New Mitsubishi GL 9,000 BTU outdoor unit installed on roof. All electrical included.

**Exclusions:** 

Total due on finish: \$3400.00

Scope of Work Change Order:

To be written change orders signed by both parties.

