

Board of Directors
Regular Meeting Agenda
Supplementary information

Tuesday, June 16, 2020, 7:00pm
Jeanne Marie Gaulke Community Meeting Room
Zoom meeting
502 State St, Hood River
Jean Sheppard President
Notes prepared by Library Director Rachael Fox

The Hood River County Library District is taking steps to limit exposure and spread of COVID-19 (novel coronavirus). In support of state and federal guidelines for physical distancing, the Hood River County Library District will hold this meeting by using Zoom Conferencing.

Please use the following phone number or video link:

1-253-215-8782

<https://us02web.zoom.us/j/84419290458>

Meeting ID: 844 1929 0458

- | | |
|--|----------|
| I. Additions/deletions from the agenda (ACTION) | Sheppard |
| II. Actual or potential conflicts of interest | Sheppard |
| III. Consent agenda (ACTION) | Sheppard |
| IV. Open forum for the general public | Sheppard |
| V. Reports | |
| i. Friends update | Fox |
| ii. Foundation update | Fox |
| iii. May 2020 Financial Statement | |
| iv. Director's report | Fox |
| VI. Previous business | |
| i. Discussion update Hood River County Library District Reopening Plan and moving to the next stage | Fox |
| VII. New business | |
| i. 2010-21 Budget approval (ACTION) | Sheppard |
| ii. Approval of recurring payments for 2020-21 (ACTION) | Sheppard |
| iii. Discussion of 2020-21 President and Vice-President positions | |
| iv. Discussion of regular meeting time | Sheppard |
| v. Library Director contract renewal (ACTION) | Sheppard |
| vi. Hood River County Library District COVID-19 Employee Policy (ACTION) | Fox |
| vii. Accounting services contract approval (ACTION) | Fox |
| viii. Janitorial contract (ACTION) | Sheppard |

ix. **Bookmobile/Mobile Hotspot discussion**

VIII. **Agenda items for next meeting**

Sheppard

IX. Adjournment

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 9.00p in the Jeanne Marie Gaulke Memorial Meeting Room at 502 State Street, Hood River, Oregon. Sign language interpretation for the hearing impaired is available if at least 48 hours notice is given.

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

Attachments:

- III.ii.a. Minutes from the May 13, 2020, Budget Committee meeting
- III.ii.b. Minutes from the May 19, 2020, regular meeting

- | | |
|--|----------|
| IV. Open forum for the general public | Sheppard |
|--|----------|

V. Reports

- | | |
|--------------------------|-----|
| i. Friends update | Fox |
|--------------------------|-----|

- The Friends of the Library did not meet in June due to COVID-19.

- | | |
|------------------------------|-----|
| ii. Foundation update | Fox |
|------------------------------|-----|

- The officers have been selected for year June 1, 2020 – May 31, 2020. The officers are as follows: President Jen Bayer; Vice President Dawn Fitchen; Treasurer Amanda Goeke; Secretary Anne Gehrig.
- The Library Foundation Board approved Kalen Gigler to join the board.
- The Foundation is postponing discussing additional fundraising opportunities until they meet again in September.
- The Foundation has accepted the Gorge Community Foundation \$2,500 grant from their Endowment Fund in the spring and another \$2,500 grant in the fall.
- The Foundation Board approved the following donation to the Hood River County Library District for fiscal year 2020-21.

- Magazines and newspapers - \$5,065
 - For the past eight years, the Library Foundation has supported all of our magazine and newspaper subscriptions. This is a popular collection, both in terms of circulation and in-library use. Seven years ago, they also funded the new magazine shelves and area, which has been very well-received.
- Electronic resources - \$9,825
 - In years past, the Library Foundation has also supported our popular electronic resources, including the downloadable media service Library2Go, the kids e-book service TumbleBooks, Kanopy the streaming service for all ages, the genealogy resources Ancestry.com, Auto Repair Reference Center, and the language-learning database Pronunciator.
- Movie licensing - \$900
 - Four years ago, a new theater system was installed in the children's Story Book Theater. Over the years, families have enjoyed movie matinees and each week the Odell Express bus brings residents from Odell to the library to enjoy many activities, which include a movie screening. Our Teen Services Librarian has been hosting more movie events for teens. Each year we pay two companies Movie Licensing USA and Motion Picture Licensing Corporation to have the licensing rights to screen movies for the public.
- In lieu of MakerSpace - \$2500
 - STEAM/Makerspace DIY crafts/books kits in the fall/winter.
- Free books for kids - \$5,000
 - Additional money for books to be distributed in the community with an emphasis on youth. If not through the library, through the food bank, summer meal program for kids, bookmobile, etc.
- Previously funded this year
 - New electronic resources - \$4,000
 - We have added more digital resources to support patrons during these unprecedented times: [Mango Language Learning Program](#) and [Creative Bug](#) !
 - Library materials for seniors - \$1,000
 - The District will purchase new books for seniors in our community. Assistant Director Arwen Ungar will reach out the senior facilities to distribute these new items!
 - Books for kids - \$10,000
 - Via donation to the Hood River County School District
- The Foundation Board is seeking new members to join their working board.

iii. May 2020 Financial Statements

Attachments:

- V.iii. May 2020 financial statements

We received \$21,300 in current year tax revenue in May. Tax payers have the option of making their property tax payments in three installments and the third installment was due on May 15, 2020. Overall, we have received \$995,858 this year in total revenue for the General Fund.

We also received our rebate in the amount of \$1,745.64 from Energy Trust of Oregon for purchasing an energy efficient HVAC unit.

iv. **Director's report**

Fox

Administration

- I am creating a plan to bring some volunteers back to the library. We need to ensure we have safe procedures in place and a volunteer policy for COVID-19. We'll discuss this further during the Reopening Plan discussion.
- Our Curbside Services at all our branches is going well! Patrons can place items on hold through our online catalog or call the library during curbside hours. Then patrons can pick up the items at our library branches. Please visit our website for more details <https://hoodriverlibrary.org/curbside-services/>. We are serving between 20-60 patrons per shift in Hood River and 1-5 patrons per shift at the branches.
 - **Hood River Branch**
 - Tuesday-Thursday 12:00pm-6:00pm
 - Friday-Saturday 10:00am-3:00pm
 - **Parkdale and Cascade Locks Branches**
 - Tuesday 2:00-6:00pm
 - Saturday 10:00am-2:00pm
- Library Material returns are accepted at all our book drops. All items returned to the library during this time will be placed in a 72-hour quarantine before being placed back on the shelves. In order to manage the quarantine process effectively and the high amount of returns anticipated, the library is requesting patrons do not drop off donations at this time. The library will be able to accept donations in the future.

Collection

- In addition to Curbside Services, we are continuing to offer digital resources.
 - [Ebooks and audiobooks](#)
 - [Movie streaming](#)
 - [Online learning and research tools](#)

Facilities

- Our three new curved benches have arrived and have been installed on patio in front of the library. The benches were purchased with funds from the Library Foundation. The funds were donated to the Library Foundation in memory of long time patron Dick Swart.

Programs and Services

- Due to Covid-19, we has paused all in-person programming. For summer reading this year, we will have a variety of online programs, do-it-yourself crafts/free books in a Family Activity Bag and prizes for gift certificates to local businesses. Details which will be released mid-month. This year's program will run from June 16-August 15.
- The Friends of the Library donated funds for our summer reading performers for our children's programs. Since we are not having performers at the library this summer, we

will use the funds to pay for our Family Activity Bags (do-it-yourself craft kits/free books) for children throughout Hood River County. Many libraries around the country are offering similar kits for youth. We are also using funds from our Ready to Read Grant. We expect to distribute three different kits during the summer throughout Hood River County for a total of 1,950 Family Activity Bags. We will distribute the bags at our physical branches and at each of the Hood River County School District Meal Sites (May Street Elementary, Mid-Valley Elementary, Parkdale Elementary and Cascade Locks Elementary).

- Please read our latest newsletter for a details regarding **great online library programs**, FAQ about the library and much more. Enewsletter link: <https://conta.cc/2U7MiOo>.

VI. Previous business

i. Discussion update Hood River County Library District Reopening Plan and moving to the next stage

Fox

Attachments:

VII.i.a. Hood River County Library District Roadmap to Reopening Plan

Our first few weeks of Curbside Services has been going great! Staff have commented how smooth everything has been and patrons are excited to have access to physical library materials. We have been serving between 20-60 patrons per shift in Hood River and 1-5 patrons per shift at the branches.

I anticipate Hood River County may move to Phase II of Governor Kate Brown's Reopening plan in the next few weeks. In preparation, I have revised the Hood River County Library District Reopening Plan based upon new information and models shared by other libraries in the State of Oregon. The HRCLD Safety Committee discussed our next steps and we recommend the attached updated Reopening Plan.

Many libraries in Oregon are starting to reopen their buildings to the public. I recommend we plan to tentatively move to stage 4 on July 15. Due to recent rise in cases in Oregon and the 7 day pause on Hood River County's phase 2 application, I think we should continue to monitor the local and statewide cases and potential risk and push back the date, if needed.

Stage 4

Library buildings open: Grab-and-Go Model

Date: TBD

- Continue services offered in Stage 1
- Library branches open to public and library services for the general public are provided on a limited schedule to allow for enhanced cleaning and physical distancing requirements
- Limit the number of people allowed at one time in each building to facilitate physical distancing (max capacity TBD).
- Limit computer time/wifi use in the building to 45 minutes by appointment so that sanitation can take place between users

- Most seating will be removed from the public floor to reduce sanitation requirements and to limit the amount of people in the building due to physical distancing requirements
- Programs and most services remain virtual, including Summer Reading
- Meeting room is designated for materials quarantine and furniture storage and will remain closed for reservations for the foreseeable future
- Study rooms will not be available
- Children's toys, costumes and coloring crayons/sheets will not be available
- Makerspace will be closed
- To limit cleaning/disinfecting requirements, bathrooms closed to the public. A public restroom is located on State Street.
- Some volunteers services restored

In addition we would highly encourage our patrons to do the following:

- Wear face masks in the building. Paper masks will be provided.
- Use hand sanitizer when entering and leaving the building
- Do not enter the building if they are sick
- Keep six feet of distancing from people who do not live in their household
- If able, please only send one representative from their household during Stage 4

I discussed this plan with our lawyer Ruben Cleaveland and he approves of it. Cleaveland recommends we strongly encourage patrons to use face coverings but not make it an absolute requirement. If we do want make it an absolute requirement, we would make exceptions for ADA and young children and still allow patrons who refuse. I'd like to discuss this further at the meeting.

I propose we continue to offer modified service hours. This will allow library staff to complete their duties we normally conduct when the library is open but will be challenging with limits to patrons in the building and physically distancing requirements. For example, shelving library materials and pulling holds for library patrons. In addition, we anticipate staff using more sick time and summer vacation requests. This modified schedule, will allow us to have some staff members work one day from home, which will limit the number of staff in the building. We can always increase public service hours in the future.

New services hours would start when we move to Stage 4.

- Hood River
 - Tuesday, Wednesday, Thursday – 12:00-6:00pm
 - Friday, Saturday – 12:00pm-4:00pm
- Parkdale and Cascade Locks
 - Tuesday 2:00-6:00pm
 - Saturday 12:00pm-4:00pm

Between now and July 15, we will do the following:

- Install plexiglass at service desks to protect staff
- Post directional signage in the building for patrons
- Post signage regards rules and recommendations

- Rearrange and remove furniture from public areas
- Develop procedures for staff and provide training
- Issue press release, enewsletter and social media posts detailing our plans and services.

Starting June 30, we will dissolve our A and B team schedule with staff working a combination of hours at home and the library. We thought this was a safe first step to ease back into the building and learn how to offer services in a new way. It also limited the number of staff in the building to reduce exposure. Our new schedule, will still allow some staff members to work one day at home to still limit the number of staff in the building.

I also updated Stage 3 of our reopening plan. Please note the ideas we are currently exploring.

Stage 3: Library Services Restored Out of Building

Date: March 28, 2020

- Continue services offered in Stage 1
- Curbside Services
 - Patrons can visit their branch library to pick up holds
 - Telephone reference/research assistance/reader's advisory services offered during Curbside hours
 - Printing capability for Curbside Pickup
- Library material returns accepted in outdoor book returns
- SAGE Library Consortium interlibrary loan services restored
- Volunteer services suspended
- Exploring:
 - Outdoor wifi cafe
 - Bookmobile
 - Restore senior outreach
 - Adding mail delivery for home bound patrons
 - LOT items for checkout
 - Restocking of mini-libraries located around the county
 - Some volunteers services restored

VII. New business

i. New business

ii. 2010-21 Budget approval (ACTION)

Sheppard

I. Budget hearing

Attachments:

VII.i.a. Proposed 2020-21 budget

VII.i.b. Resolution 2019-20.08, adopting the budget and imposing taxes

Annually, the Board must approve the budget and tax rate for the coming fiscal year. The proposed 2020-21 budget, as approved by the Budget Committee at their May 13 meeting, is attached. There are no additional proposed changes from what the Budget Committee approved, unless Board members have recommendations. Final 2020-21 budget approval requires passage of Resolution 2019-20.07. Following approval, I will submit the proper paperwork to the County and State.

Before budget approval, the Chair must open the Budget Hearing, which gives the public an opportunity to comment on the budget. Notice was published in the June 10th, 2020 edition of the *Hood River News*.

iii. **Approval of recurring payments for 2020-21 (ACTION)** Sheppard

Attachment:

VII.iii. Resolution No. 2019-20.08 - approving recurring and online payments for 2020-21

Our auditors, Pauly Rogers & Co., recommend that the Board annually authorize the specific list of vendors whom we pay online and/or automatically. This mainly includes utilities and regular contract payments. The attached resolution provides this authorization. Online payments save significant time and money for the District.

iv. **Discussion of 2020-21 President and Vice-President positions**

Sheppard

At the July meeting, the Board will elect a new President and Vice President. For this agenda item, the Board will discuss who is willing to fulfill those positions.

v. **Discussion of regular meeting time**

Sheppard

The Board's current regular meeting time is the third Tuesday of the month at 7:00pm. Annually the Board must adopt a resolution setting its regular meeting time. The Board will discuss the best meeting times so that a resolution can be passed during the July meeting.

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

Sheppard

Attachments: VII.vi. Library Director contract [2020-2021]

The Library Director is the only District employee who works directly for the Board and also is the District's only contract employee. The contract typically is renewed annually. My contract is due to expire on June 30. With our legal counsel, I drafted a contract with the following changes. I changed the salary to \$80,330 per year, which is the salary of step (3) on the 2020-21 salary scale. As discussed when approving the scale, this includes a 3.6% minimum wage adjustment increase, which all District employees will receive this fiscal year.

vii. **Hood River County Library District COVID-19 Employee Policy (ACTION)**

Fox

Attachments: VII.vii. HRCLD COVID-19 Employee policy [2020-06-16]

I worked with HR Answers to create this policy. Special District's Association of Oregon contracts with HR Answers to provide Human Resources assistance for SDAO members. Ruben Cleaveland is still reviewing the final draft of the policy. If he recommends any additional changes, I'll email board members an updated policy before the board meeting.

viii. **Accounting services contract approval (ACTION)** Fox

Attachments:

VII.ii. 2020-2023 bid from Onstott, Broehl, & Cyphers

Our current contract for accounting services with Onstott, Broehl, & Cyphers expires at the end of June. I created a request for bids. I contacted five local firms to see if they were interested, including our current accountants. Our current firm is the only one who sent a proposal: Onstott, Broehl, & Cyphers. Onstott bid \$18,600 for the 2020-21 fiscal year.

The District Board accepted the bid from Onstott, Broehl, & Cyphers. Our lawyer Ruben Cleaveland reviewed the contract and did not recommend any changes. I request the Board approve the contract

ix. **Janitorial contract (ACTION)**

Sheppard

Attachment:

- VII.ix.a. Contract for Janitorial Services
- VII.ix.b. Contract for Janitorial Services Exhibit A [Updated]
- VII.ix.c. Renewal of Personal Services Contract

Two years ago, we went through the procurement process for Janitorial Services informal bids. We originally signed a one year contract that may be renewed two times for one year periods. We have used their services since 2012 and have been satisfied with their work. I have requested they increase the areas they sanitize each day. They did not charge for the increase in sanitizing. I did requested they dust all the shelving in the library one time per month. They raised their monthly rate from \$1,823 to \$1,883 to account for the increase in labor to dust the shelves monthly.

I recommend we renew the contract for an additional year with Tendene Enterprises (Clean-All Janitorial).

Our lawyer Ruben Cleaveland has made the following change to the contract renewal document, "Due to the onset of the COVID-19 virus and emergency public health crisis caused thereby, the parties recognize that the needs of the District are going to be subject to change on short notice in the interest of public health and safety. Accordingly, the Contract term shall commence on May 21, 2020, and continue thereafter on an as-needed basis, whereby it may be terminated or amended by either party at any time. Any amendment shall be by mutual agreement of the parties. Amendment may occur by an agreed revision to the Statement of Work (Exhibit "A") which shall state the consideration agreed to pursuant to the amendment and be signed by both parties."

x. Bookmobile/Mobile Hotspot discussion

Library District Staff are currently exploring a possible partnership with the Hood River County School District to run a bookmobile/mobile hot spot to stop at designated sites in Odell and Hood River during this summer.

The School District will provide a van and insurance for the van. The Library District will provide staffing, library materials for checkout, cleaning supplies, hand sanitizer, table/signage/cones, safety gear for staff, laptop and scanner for staff, laptops for patron use,

wifi hotspot for patrons to connect. We hope to offer this service two days per week. We have safety guidelines and procedures in place to protect library staff and patrons.

In addition to allowing patrons to check out library materials, the Library Foundation has donated \$5,000 to purchase books to give away.

Our lawyer Ruben Cleaveland said we can create an intergovernmental agreement (IGA) that outlines each entities responsibilities.

Library District staff have a meeting scheduled on Tuesday to discuss this further.

VIII. **Agenda items for next meeting**

Sheppard

- Board officer elections
- Appointing agents of record
- Resolution establishing regular meeting time
- Discussion Board Library Friends and Foundation liaisons

IX. Adjournment

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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**Budget Committee
Meeting Minutes**

Tuesday, May 19, 2020, 6.00p
Zoom meeting
Committee Chair: Jen Bayer
Budget officer: Rachael Fox

Present: Rachael Fox (staff), Jen Bayer, Karen Bureker, Brian Hackett, Megan Janik, Sara Marsden, Lani Roberts, Angela Schock, Jean Sheppard, Arwen Ungar (staff), Monica Zorza.

I. Nomination and election of Chair

Board President Jean Sheppard called the meeting to order at 6:07pm. Roberts nominated Bayer to serve as Committee Chair. Marsden seconded. The motion carried unanimously.

II. Additions/deletions from the agenda (ACTION)

Bayer

Sheppard moved to approve the agenda as presented. Hockett seconded. The motion carried unanimously. Roberts asked if people will be able to return materials during the curbside and Fox said yes.

III. Conflicts or potential conflicts of interest

Bayer

None stated.

IV. Budget message

Fox

Fox reviewed the budget message from the meeting packet.

V. Presentation of proposed budget

Fox

i. General Fund

Fox reviewed the different funds of the proposed budget.

Sheppard asked about clarification on the urban renewal and whether taxes are going to be collected and reallocated to the District. Fox said yes. Fox said there is a pause in funding the heights and waterfront renewal districts for this year only due to COVID-19.

Roberts identified a typo: should read Teen Services Librarian Rachel Timmons.

Schock asked for clarification on the bids for the feasibility study. Fox responded that the first round had zero bids and the second had 5 bids. This project has been put on hold as the District staff and District Board sees what happens with the pandemic. It's to-be-determined what steps and whether we can gather information in another way due to the pandemic.

Other ideas were proposed and Bayer stated the group needed to move on to the budget discussion.

Fox mentioned that the funds from the Feast Of Words 2019 fundraiser are still available to be allocated to services to Odell and do not necessarily have to be specifically for the feasibility study.

Fox discussed the fine free proposal that many other libraries have done for years. Fox planned to request this fiscal year that the District goes fine free for all ages. Roberts asked why someone would return an item. Fox described the collection policy for unreturned items which involves patrons being charged for the cost of the item if it is four weeks overdue.

Fox discussed personnel costs and the desire to maintaining wage separation and wanting to not eliminate clerk 1 entry level positions. Schock asked how many people this effects. Fox stated three people. Sheppard discussed the wage compression distance and the potential for reducing the percentages between classifications to address the increase in minimum wage. Fox suggested a wage and salary study of similar libraries/government organizations. Several committee members liked this idea. Fox stated said she would conduct a study this fall/winter.

Hackett and Bayer and others mentioned wanting to give staff merit based bonuses if our funding does not appear to be affected by the COVID-19. Fox stated she would look into this option.

Hackett clarified that the 3.6% is addressing both wage compression and Cost of Living Increase. Fox stated it was since the COLI for this fiscal year would have been 2.7%.

Zorza wanted clarification about the cost per employee for the health insurance increase. Fox stated the District budgets the maximum allowed for the staff member/family coverage, which is pro-rated based upon the amount of hours a staff member works per week. Fox stated only three staff members out of nine are currently taking advantage of the full amount. Fox stated the cap for the health insurance has not been raised in four years and she recommended moving from \$1,000 per month to \$1,100.

Fox went through every line item in Materials and Services. Sheppard asked which provider Fox switched to for the Hood River Library. Fox said Hood River Electric Coop. Sheppard asked if patrons pay for copies. Fox said \$.15 per page for black and white and \$.50 per page for color. Hackett asked if there was a way to note which items were adjusted downward due to the pandemic to ensure we have record for next year budget. Fox will address this below. The information is also available in the budget message and notes distributed to the budget committee and posted on the library website.

- Line item
 - 30- Collection Development – This item remained the same. We usually increase each year.
 - 31 -Technology – Remained the same due to possible needs due to COVID-19.
 - 34 – Custodial services: Increase to \$2,000 per month instead of \$1,823 due to increased cleaning and sanitation requirements.

- 46- Postage and freight: Increase to allow for the potential to mail items to patrons unable to visit the library.
- 49 Advertising: Increased the line item due to a need to increase advertising of services due to changes in services/hours.

ii. Capital Equipment Reserve Fund

Bayer asked for clarification regarding the contingency and she thought there was \$100,000 budgeted last fiscal year. Fox stated the board passed two resolutions last year to move contingency funds from the Capital Equipment Reserve Fund to pay for the new HVAC rooftop unit and allow an increase in spending in the Capital Equipment Reserve Fund. The first Resolution 2019-20.04 - Transferring funds between General Fund and Capital Equipment Reserve Fund allowed transferring \$80,000 from contingency in the General Fund to the Capital Equipment Fund. The second Resolution 2019-20.06 - Expending funds Capital Equipment Reserve Fund allowed an increase in Capital Outlay Expenditures from \$75,000 to \$155,000. The following figures list the changes from the originally adopted budget for FY20-21.

- Contingency in the General Fund \$20,000 instead of \$100,000
- Transfer from General Fund to Capital Equipment Reserve Fund \$123,000 instead of \$43,000
- Capital Equipment Reserve Fund expenditures \$155,000 instead of \$75,000

Fox stated she overlooked adding this information to the board packet and will make sure the information is included in the meeting minutes.

Hackett asked if the District could spend additional funds on projects if we receive more tax revenue than anticipated. Fox stated we could spend the funds on personnel as discussed in the General Fund portion. We could also boost our collection and work on the restoration of the front of the Hood River building. Fox stated she would like to take more time to think about the various ways excess funds could be used.

iii. Grants Fund

Fox said that the Grants Fund is an aspirational fund, as it's budgeted for several grants for various projects. If the grants are not received, the funds won't be spent.

Sheppard asked if we could receive another state grant for early literacy. Fox stated we received the Ready to Read grant every year from the State Library of Oregon in the amount of \$5,000. For the past five years we have used the funds for the Odell Library Express Bus. All public libraries in Oregon receive the grant. Since the bus will not be running this year due to COVID-19, Library Staff will reallocate the funds.

VI. Public comment

No public present

Bayer

VII. Budget Committee questions and deliberations

The Budget Committee questions and deliberations were addressed above.

Bayer

Roberts complimented Fox and stated she appreciated her work and she does so much for the library and then putting together this budget is impressive. Zorza stated Fox put together this budget like an accountant. Schock stated this budget is better than some of the other government budgets she has seen. Good work.

VIII. Approval of budget (ACTION)

Bayer

Bayer asked if anyone would like to make a motion noting the changes to the contingency and transfer. Fox stated the budget figures will not change for this fiscal year but she would make sure to include a detailed explanation of the changes to FY19-20 budget. Roberts moved to approve the budget resolution approving the 2020-21 budget, including the tax rate of 0.39 per \$1,000 of assessed property value. The budget was set at the following amounts:

- General Fund: \$1,717,187
- Capital Equipment Reserve Fund: \$125,500
- Grants Fund: \$330,000
- *Total: \$2,172,687*

Marsden seconded. The motion carried unanimously.

IX. Recess or adjournment

Bayer

The meeting adjourned at 8:03pm.

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Zoom meeting
502 State St, Hood River
Jean Sheppard President
Notes prepared by Library Director Rachael Fox

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<https://us02web.zoom.us/j/87082687991>

Meeting ID: 870 8268 7991

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

I. Additions/deletions from the agenda (ACTION) Sheppard
Board President Jean Sheppard called the meeting to order at 7:06pm. Marsden made a motion to approve the agenda as amended. Janik seconded. The motion carried unanimously.

II. Actual or potential conflicts of interest Sheppard
None stated.

III. Consent agenda (ACTION) Sheppard
Hackett moved to approve the consent agenda. Marsden seconded. The motion carried unanimously.

IV. Open forum for the general public Sheppard

V. Reports

i. Friends update Fox
There was nothing to add to the written report.

ii. Foundation update Fox
There was nothing to add to the written report.

iii. April 2020 Financial Statements
There was nothing to add to the written report.

iv. **Director's report**

Fox

There was nothing to add to the written report.

VI. Previous business

i. **Discussion reopening plan Hood River County Library District**

Fox

The board approves of moving to Stage 3 on May 28 using the A and B team schedule.

VII. New business

i. **2020-21 salary schedule (ACTION)**

Sheppard

Hackett made a motion to approve the salary schedule for 2020-21. Marsden seconded. The motion carried unanimously.

ii. **Accounting services bid approval (ACTION)**

Fox

Sheppard stated the increase is modest from what we were paying in 2019-20. Marsden moved to accept the bid from Onstott, Broehl, & Cyphers. Janik seconded. Fox stated she would bring the contract to the June board meeting for approval.

iii. **Discussion fines**

Sheppard

The board agreed to not charge fines until the library is back to regular operations.

iv. **Executive session: Library Director evaluation**

Sheppard

Marsden made a motion to extend Library Director Rachael Fox's contract for another year without a step increase due to the step increase freeze in fiscal year 2020-21 for the entire staff. Fox will receive the 3.6% minimum wage adjustment applied to the entire staff. Janik seconded. The motion carried unanimously.

VIII. Agenda items for next meeting

Sheppard

IX. Adjournment

The meeting was adjourned at 8:36pm.

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 9.00p 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.

HOOD RIVER COUNTY LIBRARY DISTRICT

Compiled Financial Statements May 31, 2020

TABLE OF CONTENTS

Independent Accountants' Compilation Report	1
Balance Sheet – Cash Basis	2
Statement of Revenues, Expenditures and Changes in Fund Balances – Cash Basis.	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

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INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

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

Management is responsible for the accompanying financial statements of Hood River County Library District, which comprise the balance sheet – cash basis as of May 31, 2020, and the related statement of revenues, expenditures and changes in fund balance – cash basis for the eleven months then ended, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

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

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

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

Onstott, Broehl & Cyphers, P.C
June 11, 2020

Hood River County Library District
Balance Sheet - Cash Basis
May 31, 2020

ASSETS

	General Fund	Grants Fund	Capital Equipment Reserve Fund	Total
Current Assets:				
Cash in bank - Columbia State Bank	\$93,570			\$93,570
Cash with Hood River County	641,027	\$100,562	\$109,755	851,344
Petty cash	416			416
Other	1,702			1,702
Total Current Assets	<u>736,715</u>	<u>100,562</u>	<u>109,755</u>	<u>947,032</u>
TOTAL ASSETS	<u><u>\$736,715</u></u>	<u><u>\$100,562</u></u>	<u><u>\$109,755</u></u>	<u><u>\$947,032</u></u>

LIABILITIES & FUND BALANCES

Liabilities				
Current Liabilities				
Payroll liabilities	(\$161)			(\$161)
Total Current Liabilities	<u>(161)</u>	<u>0</u>	<u>0</u>	<u>(161)</u>
Total Liabilities	<u>(161)</u>	<u>0</u>	<u>0</u>	<u>(161)</u>
Fund Balances:				
Unassigned	<u>736,876</u>	<u>100,562</u>	<u>109,755</u>	<u>947,193</u>
TOTAL LIABILITIES & FUND BALANCES	<u><u>\$736,715</u></u>	<u><u>\$100,562</u></u>	<u><u>\$109,755</u></u>	<u><u>\$947,032</u></u>

See Independent Accountants' Compilation Report

HOOD RIVER COUNTY LIBRARY
Statement of Revenues, Expenditures, and
Changes in Fund Balance - Cash Basis
For the Eleven Months Ended May 31, 2020

	General Fund	Grants Fund	Capital Equipment Reserve Fund	Total
Revenues:				
Donations and grants	\$200	\$28,263		\$28,463
Property tax revenues - current year	942,244			942,244
Property tax revenues - prior year	18,712			18,712
Fines and fees	12,299			12,299
Intergovernmental revenue	2,637	5,114		7,751
Interest revenue	15,441		\$2,239	17,680
Miscellaneous	4,325			4,325
Total Revenues	995,858	33,377	2,239	1,031,474
Expenditures:				
Personal services:				
Wages and salaries	419,407	1,951		421,358
Employee benefits	130,049	(8)		130,041
Total Personal Services	549,456	1,943	0	551,399
Materials and services:				
Bank charges	174			174
Building rental	10,994			10,994
Building maintenance	16,865	6,297		23,162
HVAC	7,965			7,965
Elevator	1,910			1,910
Telephone	4,974			4,974
Internet	2,225			2,225
Collection development	66,742	13,395		80,137
Technology	11,212	1,430		12,642
Accounting and auditing	26,715			26,715
Courier	1,747	27		1,774
Custodial services	17,106			17,106
Technical services	5,157			5,157
Library consortium	13,069			13,069
Copiers	931			931
Elections expense	0			0
Furniture and equipment	3,857	8,300		12,157
Insurance	11,979			11,979
Georgiana Smith Memorial Garden	18,134	75		18,209
Legal services	2,688			2,688
Professional services	0	1,148		1,148
Dues and subscriptions	3,018			3,018
Miscellaneous	1,687	300		1,987
Postage and freight	659			659
Printing	277			277
Programs	12,727	10,103		22,830
Advertising	1,003			1,003
Supplies - office	8,925			8,925
Travel	2,594			2,594
Training	1,344			1,344
Board development	81			81
Parking reimbursement	200			200
Electricity	14,010			14,010
Garbage	1,321			1,321
Natural gas	4,720			4,720
Water & sewer - building	4,239			4,239
Total Materials and Services	281,249	41,075	0	322,324
Capital outlay	0	0	111,714	111,714
Total Expenditures	830,705	43,018	111,714	985,437
Revenues Over Expenditures	165,153	(9,641)	(109,475)	46,037
Other Financing Sources (Uses)				
Operating transfers in	0		123,000	123,000
Operating transfers out	(123,000)			(123,000)
Total Other Financing Sources (Uses)	(123,000)	0	123,000	0
Revenues and Other Financing Sources (Uses) Over Expenditures	42,153	(9,641)	13,525	46,037
Fund Balance - July 1, 2019	694,723	110,203	96,230	901,156
Fund Balance - May 31, 2020	\$736,876	\$100,562	\$109,755	\$947,193

See Independent Accountants' Compilation Report

HOOD RIVER COUNTY LIBRARY DISTRICT
General Fund
Statement of Revenues and Expenditures - Cash Basis
For the One Month and Eleven Months Ended
May 31, 2020

	<u>Current Period</u> <u>Actual</u>	<u>Year to Date</u> <u>Actual</u>	<u>Annual</u> <u>Budget</u>
Revenues:			
Tax revenues - current	\$21,310	\$942,244	\$928,493
Tax revenues - prior year	772	18,712	15,000
Interest revenue	1,230	15,441	12,000
Fines and fees	716	12,299	13,500
Intergovernmental revenue	0	2,637	0
Donations	0	200	0
Miscellaneous	2,400	4,325	0
Total Revenues	<u>26,428</u>	<u>995,858</u>	<u>968,993</u>
Expenditures:			
Personal services:			
Wages and salaries:			
Library clerk I	626	6,251	7,376
Library clerk II	8,004	90,793	103,314
Library assistant I	5,236	52,349	54,228
Library assistant II	8,495	96,553	100,477
Librarian I	5,888	61,482	68,801
Librarian II	2,195	41,114	58,157
Library director	6,462	70,865	77,542
Payroll taxes and benefits:			
Retirement	2,842	30,461	34,977
Social security	2,829	32,491	35,947
Workers' compensation	22	230	1,200
Health insurance	5,934	63,048	100,800
Unemployment insurance	1,149	3,819	4,229
Total Personal Services	<u>49,682</u>	<u>549,456</u>	<u>647,048</u>
Materials and services:			
Bank charges	16	174	250
Building rental	0	10,994	14,530
Building maintenance	5,842	16,865	20,000
HVAC	1,245	7,965	15,000
Elevator	352	1,910	2,350
Telephone	367	4,974	5,100
Internet	225	2,225	5,800
Collection development	5,462	66,742	83,000
Technology	2,305	11,212	13,000
Accounting and auditing	4,575	26,715	27,000
Courier	0	1,747	2,300

See Independent Accountants' Compilation Report

HOOD RIVER COUNTY LIBRARY DISTRICT
General Fund
Statement of Revenues and Expenditures - Cash Basis
For the One Month and Eleven Months Ended
May 31, 2020

	Current Period Actual	Year to Date Actual	Annual Budget
Custodial services	0	17,106	23,000
Technical services	0	5,157	4,000
Library consortium	0	13,069	13,070
Copiers	292	931	2,400
Elections expense	0	0	0
Furniture and equipment	950	3,857	4,000
Insurance	0	11,979	9,000
Georgiana Smith Memorial Garden	1,180	18,134	25,000
Legal services	(1,843)	2,688	4,000
Professional services	0	0	0
Dues and subscriptions	150	3,018	4,000
Miscellaneous	0	1,687	1,000
Postage and freight	26	659	1,200
Printing	0	277	500
Programs	120	12,727	20,000
Advertising	220	1,003	1,500
Supplies - office	222	8,925	14,000
Travel	0	2,594	5,000
Training	0	1,344	4,000
Board development	0	81	1,500
Parking reimbursement	0	200	1,000
Electricity	494	14,010	21,000
Garbage	33	1,321	1,600
Natural gas	51	4,720	10,000
Water & sewer - building	406	4,239	5,200
 Total Materials and Services	 22,690	 281,249	 364,300
 Capital Outlay	 0	 0	 0
 Contingency	 0	 0	 20,000
 Total Expenditures	 72,372	 830,705	 1,031,348
 Other Financing Sources (Uses)			
Operating transfers In	0	0	0
Operating transfers out	0	(123,000)	(123,000)
 Total Other Financing Sources (Uses)	 0	 (123,000)	 (123,000)
 Change in Fund Balance	 (\$45,944)	 \$42,153	 (\$185,355)

See Independent Accountants' Compilation Report

HOOD RIVER COUNTY LIBRARY DISTRICT
Grants Fund
Statement of Revenues and Expenditures - Cash Basis
For the One Month and Eleven Months Ended
May 31, 2020

	<u>Current Period</u> <u>Actual</u>	<u>Year to Date</u> <u>Actual</u>	<u>Annual</u> <u>Budget</u>
Revenues:			
Donations and grants	\$4,099	\$28,263	\$410,000
Intergovernmental revenue	0	5,114	0
Total Revenues	<u>4,099</u>	<u>33,377</u>	<u>410,000</u>
Expenditures:			
Personal services	(42)	1,943	5,500
Materials and services:	1,464	41,075	235,000
Capital outlay	0	0	169,500
Total Expenditures	<u>1,422</u>	<u>43,018</u>	<u>410,000</u>
Change in Fund Balance	<u><u>\$2,677</u></u>	<u><u>(\$9,641)</u></u>	<u><u>\$0</u></u>

See Independent Accountants' Compilation Report

HOOD RIVER COUNTY LIBRARY DISTRICT
Capital Equipment Reserve Fund
Statement of Revenues and Expenditures - Cash Basis
For the One Month and Eleven Months Ended
May 31, 2020

	<u>Current Period</u> <u>Actual</u>	<u>Year to Date</u> <u>Actual</u>	<u>Annual</u> <u>Budget</u>
Revenues:			
Interest revenue	\$183	\$2,239	\$1,500
Other Financing Sources			
Transfer from General Fund	0	123,000	123,000
Total Revenues and			
Other Sources	<u>183</u>	<u>125,239</u>	<u>124,500</u>
Expenditures:			
Materials and services	0	0	0
Capital outlay	0	111,714	155,000
Total Expenditures	<u>0</u>	<u>111,714</u>	<u>155,000</u>
Change in Fund Balance	<u><u>\$183</u></u>	<u><u>\$13,525</u></u>	<u><u>(\$30,500)</u></u>

See Independent Accountants' Compilation Report

HOOD RIVER COUNTY LIBRARY
Schedule of Revenues, Expenditures, and
Changes in Fund Balance - Cash Basis
Grants Funds
For the Eleven Months Ended May 31, 2020

	Newspaper Digitization	SDAO Safety 2016	Foundation Grants	Other Grants	Friends of the Library	Parkdale Library	Pat Hazelhurst	Safety	RTR 2018	RTR 2019	RTR 2020	Total
Revenues:												
Donations and grants	\$0		\$5,694	\$389	\$13,050	\$500	\$5,500	\$3,130	\$0	\$0	\$0	\$28,263
Intergovernmental revenue											5,114	5,114
Total Revenues	0	0	5,694	389	13,050	500	5,500	3,130	0	0	5,114	33,377
Expenditures:												
Personal services:												
Wages and salaries:												
Library clerk I					649						237	886
Library assistant II					773						292	1,065
Employee benefits:												
Retirement					(7)						-	0
FICA											-	(7)
Workers compensation											-	0
Health insurance											-	0
Unemployment insurance					(1)						-	(1)
Total Personal Services	0	0	0	0	1,414	0	0	0	0	0	529	1,943
Materials and services:												
Building maintenance			6,298									6,298
Collection development			11,481		1,584		329					13,394
Technology			230		1,200							1,430
Courier					27							27
Programs			2,940	111	5,635	395	1,682		147	875		10,103
Furniture and equipment	0		2,622		3,996							8,300
Georgia Smith Memorial Garden			75				1,148					75
Professional services												1,148
Miscellaneous			300									300
Total Materials and Services	0	0	23,946	111	12,442	395	3,159	0	147	875	0	41,075
Capital outlay	0	0	0	0	0	0	0	0	0	0	0	0
Total Expenditures	0	0	23,946	111	13,856	395	3,159	0	147	875	529	43,018
Net Change in Fund Balance	0	0	(18,252)	278	(806)	105	2,341	3,130	(147)	(875)	4,585	(9,641)
Fund Balance - July 1, 2019	825	3,000	99,732	105	5,089	0	0	0	147	1,305	0	110,203
Fund Balance - May 31, 2020	\$825	\$3,000	\$81,480	\$383	\$4,283	\$105	\$2,341	\$3,130	\$0	\$430	\$4,585	\$100,562

See Independent Accountants' Compilation Report

Hood River County Library District Reopening Plan



The Hood River County Library District leadership team has developed a staged approach to providing library services to our community in response to the COVID-19 pandemic. This plan is a work in progress and will be updated as new information is available and new health and safety guidelines and regulations are released.

Stage 1

Library Branches Closed, Virtual Library Services

Date: March 14, 2020

- Most staff work remotely, some staff work in the building
- Volunteer services suspended
- Take care of fiscal, personnel, maintenance and statistical tasks
- Offer virtual programs for all ages
- Call center and email assistance to patrons
- Staff processing new physical library materials at home
- Physical branches closed
- Outdoor book returns closed
- Preparation for next phase

Stage 2

Library Buildings Open to Staff Only

Date: March 26, 2020

- Continue services offered in Stage 1
- Collections work caught-up
- Office work routines restored
- Outdoor book returns closed
- Preparation for next stage

Stage 3: Library Services Restored Out of Building

Date: March 28, 2020

- Continue services offered in Stage 1
- Curbside Services
 - Patrons can visit their branch library to pick up holds
 - Telephone reference/research assistance/reader's advisory services offered during Curbside hours
 - Printing capability for Curbside Pickup
- Library material returns accepted in outdoor book returns
- SAGE Library Consortium interlibrary loan services restored
- Volunteer services suspended
- Exploring:
 - Outdoor wifi cafe
 - Bookmobile

- Restore senior outreach
- Adding mail delivery for home bound patrons
- LOT items for checkout
- Restocking of mini-libraries located around the county
- Some volunteers services restored

Stage 4

Library buildings open: Grab-and-Go Model

Date: TBD

- Continue services offered in Stage 1
- Library branches open to public and library services for the general public are provided on a limited schedule to allow for enhanced cleaning and physical distancing requirements
- Limit the number of people allowed at one time in each building to facilitate physical distancing (max capacity TBD).
- Limit computer time/wifi use in the building to 45 minutes by appointment so that sanitation can take place between users
- Most seating will be removed from the public floor to reduce sanitation requirements and to limit the amount of people in the building due to physical distancing requirements
- Programs and most services remain virtual, including Summer Reading
- Meeting room is designated for materials quarantine and furniture storage and will remain closed for reservations for the foreseeable future
- Study rooms will not be available
- Children's toys, costumes and coloring crayons/sheets will not be available
- Makerspace will be closed
- To limit cleaning/disinfecting requirements, bathrooms closed to the public. A public restroom is located on State Street.
- Some volunteers services restored

Stage 5

Majority of Library Services Restored

Date: TBD

- Majority of library services and programs are restored
- Some virtual programs may continue
- Public meeting room and study rooms may open with limited capacity
- Some seating will be restored
- Makerspace will reopen with restrictions
- Programs for children, teens, and adults may be offered in open spaces in the library and outdoors
- Some children's toys and coloring crayons/sheets may be available
- No appointment necessary for computer use but physically distancing and sanitation procedures still are in place
- Some volunteers services continue

Stage 6: Full Library Services (All restrictions lifted)

- All library programs library services are restored with new changes in place based upon new health and safety recommendations
- All volunteer services are restored

Cleaning, Disinfecting, and Safety Guidelines for all Stages

For staff:

- Each staff person disinfects their work area at the beginning, ending and hourly during their shift and will clean shared surfaces and equipment often
- Wears masks when working in the building and community
- Wash hands often and use alcohol-based hand sanitizers
- Work stations are set up to accommodate physical distancing between individuals
- Adhere to the Hood River County Library District COVID-19 Employee policy

For Public Areas:

- Rearrange library furniture to establish proper physical distancing
- Increase cleaning and disinfecting, especially door handles, light switches, faucets, railings, elevator buttons, high touch tables/counters, seating and tables
- Staff will wiping down computer keyboards, work station surfaces and public service desks after each patron use
- Staff will wear gloves when emptying book drop and providing Curbside and In-Person Services
- Quarantine returned materials for 72 hours

For patrons we highly encourage the following:

- Wear face masks in the building. Paper masks will be provided.
- Use hand sanitizer when entering and leaving the building
- Do not enter the building if you are sick
- Keep six feet of distancing from people who do not live in your household
- If able, please only send one representative from your household during Stage 4

The Hood River County Library District would like to thank the Wyoming State Library, and the Cook Memorial Library and Jackson County Library System in Oregon for sharing their reopening plans. This plan was created by drawing from their plans.

This document is a work in progress. We will update the document as new reopening plans are shared and new health and safety guidelines and regulations are released.

Draft: Last revised 6/10/20

GENERAL FUND
Resources

Hood River County Library District

	Historical Data				RESOURCES DESCRIPTION	Budget for Next Year 2020-21		
	Actual			Adopted Budget This Year 2019-20		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
	First Preceding Year 2017-18	First Preceding Year 2018-19	YTD actuals 3/31/20					
1	533,024	647,425	694,723	655,000	Available cash on hand	655,000	655,000	
2	14,406	16,071	16,471	15,000	Previously levied taxes estimated to be received	12,000	12,000	
3	10,503	17,881	13,158	12,000	Interest	14,000	14,000	
4	15,289	16,697	11,583	13,500	Fines and fees	6,500	6,500	
5	82,945	-	-	-	Donations	-	-	
6	-	4,600	2,637	-	Intergovernmental revenue	-	-	
7	-	2,736	1,925	-	Miscellaneous revenue	-	-	
8								
9	656,167	705,410	740,497	695,500	Total resources, except taxes to be levied	687,500	687,500	
10				928,493	Taxes estimated to be received	1,029,687	1,029,687	
11	861,591	899,699	913,704		Taxes collected in year levied			
12	1,517,758	1,605,109		1,623,993	TOTAL RESOURCES	1,717,187	1,717,187	-

GENERAL FUND
Detailed Requirements

	Historical Data				REQUIREMENTS FOR: Hood River County Library District	Budget for Next Year 2020-21		
	Actual			Adopted Budget This Year 2019-20		Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body
	Second Preceding Year 2017-18	First Preceding Year 2018-19	YTD 3/31/2020					
					LIBRARY OPERATIONS			
1					PERSONAL SERVICES			
2					Salaries			
3	6,116	3,285	5,187	7,376	Library Clerk I	7,638	7,638	
4	87,726	92,968	74,621	103,314	Library Clerk II	107,038	107,038	
5	44,555	48,646	42,254	54,228	Library Assistant I	56,196	56,196	
6	87,282	88,732	79,984	100,477	Library Assistant II	58,378	58,378	
7	62,673	70,529	50,406	68,801	Librarian I	118,113	118,113	
8	52,911	45,246	41,641	58,157	Librarian II	60,258	60,258	
9	70,542	72,910	57,941	77,542	Library Director	80,330	80,330	
10	411,805	422,316	352,034	469,895	Total Salaries	487,951	487,951	
11								
12					Benefits			
13	32,318	31,477	23,657	34,977	Retirement	36,339	36,339	
14	31,232	32,842	26,839	35,947	FICA	36,596	36,596	
15	(22)	1,164	152	1,200	Workers' compensation insurance	1,300	1,300	
16	70,809	69,388	48,360	100,800	Health insurance	108,900	108,900	
17	4,743	3,089	1,712	4,229	Unemployment insurance	4,392	4,392	
	493	480	-	-	Other employee benefits	-	-	
18	139,573	138,440	100,720	177,153	Total benefits	187,527	187,527	-
19								
20	551,378	560,756	452,754	647,048	TOTAL PERSONAL SERVICES	675,478	675,478	-
21				11.12	Total Full Time Equivalent (FTE)*	11.15	11.15	
					LIBRARY OPERATIONS			

22					MATERIALS AND SERVICES			
23	156	226	143	250	Bank charges	250	250	
24	8,207	13,526	10,050	14,530	Building rental	13,400	13,400	
25	12,944	22,767	9,976	20,000	Building maintenance	20,000	20,000	
26	14,356	13,904	6,720	15,000	HVAC	15,000	15,000	
27	1,791	2,185	1,382	2,350	Elevator	2,350	2,350	
28	4,109	5,497	4,250	5,100	Telephone	5,100	5,100	
29	5,080	5,121	1,775	5,800	Internet	3,300	3,300	
30	61,486	74,409	57,459	83,000	Collection development	83,000	83,000	
31	9,112	10,478	8,626	13,000	Technology	13,000	13,000	
32	26,730	23,940	22,140	27,000	Accounting and auditing	28,000	28,000	
33	1,702	1,866	1,747	2,300	Courier	2,300	2,300	
34	21,876	20,473	17,106	23,000	Custodial services	25,200	25,200	
35	3,504	5,081	5,157	4,000	Technical services	4,000	4,000	
36	11,914	12,271	13,069	13,070	Library consortium	13,500	13,500	
37	1,196	987	555	2,400	Copiers	3,500	3,500	
38	-	1,603	-	-	Elections	4,000	4,000	
39	1,603	4,107	2,907	4,000	Furniture and equipment	4,000	4,000	
40	10,760	9,059	11,979	9,000	Property and liability insurance	13,700	13,700	
41	21,582	23,451	15,766	25,000	Georgiana Smith Memorial Gardens	25,000	25,000	
42	1,980	4,113	3,989	4,000	Legal Services	4,000	4,000	
43	96	-	-	-	Professional services	25,000	25,000	
44	2,861	4,316	2,867	4,000	Membership dues	4,000	4,000	
45	716	827	1,687	1,000	Miscellaneous	1,000	1,000	
46	1,172	885	615	1,200	Postage/freight	4,000	4,000	
47	145	539	277	500	Printing	500	500	
48	14,298	15,110	12,531	20,000	Programs	20,000	20,000	
49	818	779	672	1,500	Advertising	2,000	2,000	
50	12,383	12,961	8,703	14,000	Office supplies	14,000	14,000	
51	3,905	1,985	2,585	5,000	Travel	5,000	5,000	
52	2,540	3,121	1,344	4,000	Training	4,000	4,000	
53	676	2	81	1,500	Board development	1,500	1,500	
54	400	200	200	1,000	Parking reimbursement	500	500	
55	18,699	17,495	12,661	21,000	Electricity	21,000	21,000	
56	1,440	1,468	1,158	1,600	Garbage	1,800	1,800	
57	5,469	5,343	4,064	10,000	Natural gas	10,000	10,000	
58	5,249	4,535	3,407	5,200	Water and sewer (building)	5,400	5,400	
58	290,955	324,630	247,648	364,300	TOTAL MATERIALS & SERVICES	402,300	402,300	-

59	28,000	25,000	123,000	123,000	TRANSFER TO CAPITAL RESERVE	20,000	20,000	
60	-	-	-	20,000	CONTINGENCY	100,000	100,000	
61	870,333	910,386	823,402	1,154,348	Total expenditures	1,197,778	1,197,778	-
62	-	-	-	12,000	Vacation Reserve	12,000	12,000	
63	647,425	694,723			Ending Balance (Prior Years)			
64				457,645	UNAPPROPRIATED ENDING FUND BALANCE	507,409	507,409	-
65	1,517,758	1,605,109		1,623,993	TOTAL REQUIREMENTS	1,717,187	1,717,187	-

CAPITAL EQUIPMENT RESERVE FUND**Resources and Requirements**

This fund is authorized and established by Resolution No. 2013-14.008 on May 20, 2014, for the following specified purposes: capital outlay for land acquisition, building construction/improvements, installation and repair of major building systems, and depreciable equipment.

Fund review year: 2021

Hood River County Library District

	Historical Data				REQUIREMENTS DESCRIPTION	Budget for Next Year 2020-21		
	Actual			Adopted Budget This Year 2019-20		Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body
	Second Preceding Year 2017-18	First Preceding Year 2018-19	YTD 3/31/2020					
1					RESOURCES			
2	11	100,766	96,230	85,000	Cash on hand	104,000	104,000	
3	1,868	2,252	1,894	1,500	Interest	1,500	1,500	
4	28,000	25,000	123,000	123,000	Transfer from General Fund	20,000	20,000	
5								
6	29,879	128,018	221,124	209,500	TOTAL RESOURCES	125,500	125,500	-
7								
8					REQUIREMENTS			
9	28,197	31,788	108,114	155,000	Capital outlay	75,000	75,000	
10	3,900	-			Material and Services	-	-	
11	100,766	96,230			Ending balance (prior years)			
12				54,500	RESERVED FOR FUTURE EXPENDITURE	50,500	50,500	-
13	132,863	128,018		209,500	TOTAL REQUIREMENTS	125,500	125,500	-

SPECIAL FUND
Resources and Requirements
GRANTS FUND

Hood River County Library District

	Historical Data				REQUIREMENTS DESCRIPTION	Budget for Next Year 2020-21		
	Actual			Adopted Budget This Year 2019-20		Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body
	Second Preceding Year 2017-18	First Preceding Year 2018-19	YTD 3/31/2020					
1					RESOURCES			
2	51,396	93,523	110,203	70,000	Cash on hand	115,000	115,000	
3	11,029	9,752	8,744	100,000	Grants (specific purposes)	75,000	75,000	
4	11,923	14,838	13,050	20,000	Friends of the Library donations	20,000	20,000	
5	121,836	60,300	1,694	200,000	Library Foundation donations	100,000	100,000	
6	-	-	5,500	20,000	Pat Hazelhurst Fund donations	20,000	20,000	
7								
8	196,184	178,413	139,191	410,000	TOTAL RESOURCES	330,000	330,000	-
9								
10					REQUIREMENTS			
11					Personal services			
12					Salaries			
13	243	1,019	967	-	Library Assistant II	5,000	5,000	
		2,197	841	5,000	Clerk I	5,000	5,000	
1			-		Benefits			
2	18	-	-	-	- Retirement	-	-	
			23		FICA	750	750	
					Workman's compensation	250	250	
3	5	-	-	-	- Health insurance	-	-	
			-		Unemployment insurance	100	100	
4								
5	-	-	-	500	Other personal services	500	500	
6								
7	266	3,216	1,831	5,500	Total personal services	11,600	11,600	-
8								
9					Materials and services			
10	21,222	25,988	11,984	50,000	Collection development	40,000	40,000	
11	2,150	6,030	1,430	20,000	Technology	15,000	15,000	
12	16,490	21,879	10,049	40,000	Programs	30,000	30,000	
13	41,336	5,842	8,300	50,000	Furniture and equipment	40,000	40,000	

14	13,088	4,055	7,848	75,000	Other materials and services	75,000	75,000	
15								
16	94,286	63,794	39,611	235,000	Total materials and services	200,000	200,000	-
17								
18	8,109	1,200	-	169,500	Capital outlay	118,400	118,400	
19								
20	93,523	110,203			Ending balance (prior years)			
21				-	UNAPPROPRIATED ENDING FUND BALANCE	-	-	-
22	196,184	178,413		410,000	TOTAL REQUIREMENTS	330,000	330,000	-

Resolution No. 2019-20.07

Resolution adopting the budget, making appropriations, imposing taxes, and categorizing taxes

Adopting the budget

Be it RESOLVED, that the Board of Directors of the Hood River County Library District hereby adopts the budget for the fiscal year 2020-21 in the total of \$2,172,687, now on file in the Hood River Library

Making appropriations

Be it further RESOLVED, that the amounts for the fiscal year beginning July 1, 2020, are hereby appropriated for the purposes shown on page 2 (except General Fund "Unappropriated Ending Fund Balance / Reserve" is not appropriated).

Imposing the tax

Be it further RESOLVED, that the Board of Directors of the Hood River County Library District hereby imposes the taxes as provided for in the adopted budget at the rate of \$0.3900 per \$1,000 of assessed value for operations, and that these taxes are hereby imposed and categorized for the tax year 2020-21 upon the assessed value of all taxable property within the District as follows:

Categorizing the tax

	<u>General government limitation</u>	<u>Excluded from limitation</u>
General Fund	\$0.3900 / \$1,000	\$0.00

Adopted by the Board of Directors of Hood River County Library District this 16th day of June, 2020.

ATTEST:

Jean Sheppard, President

Rachael Fox, Library Director

Resolution No. 2019-20.07
2020-21 budget adoption

<i>FUND:</i>	<i>Personal Services</i>	<i>Materials & Services</i>	<i>Capital Outlay</i>	<i>Debt Service</i>	<i>Interfund Transfers</i>	<i>Contingency</i>	<i>Special Payments</i>	<i>(UEFB) Reserve</i>	<i>Total</i>
<i>General Fund</i>	\$675,478	\$402,300	\$0	\$0	\$20,000	\$100,000	\$12,000	\$507,409	\$1,717,187
<i>Capital Reserve Fund</i>	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$50,500	\$125,500
<i>Grants fund</i>	\$11,600	\$200,000	\$118,400	\$0	\$0	\$0	\$0	\$0	\$330,000
<i>Sage Library System Fund</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>TOTALS</i>	\$687,078	\$602,300	\$193,400	\$0	\$20,000	\$100,000	\$12,000	\$557,909	\$2,172,687

Resolution No. 2019-20.08
Resolution authorizing vendors for
online and automatic payment of bills in 2020-21

WHEREAS, many companies allow paying for products and services electronically; and

WHEREAS, paying online and automatically rather than by paper check would save the Hood River County Library District time and money; and

WHEREAS, Hood River County Library District's Financial Management policy allows for such online payments;

Now, therefore be it RESOLVED, that the Hood River County Library District Board of Directors authorizes the following vendors for online payments and deposits in 2020-21.

- Amazon (Prime shipping benefits)
- AT&T (telecommunications)
- CenturyLink (telecommunications)
- City of Hood River (water)
- Columbia Bank (bank fees, payroll deposits, and employee reimbursements)
- Constant Contact (eNewsletter)
- Dropbox (Cloud storage)
- Harland Clarke (bank checks, deposit slips, and other documents)
- Hood River Electric Co-op (telecommunications)
- Hostwinds (Web and email hosting)
- HRA VEBA (employee in-lieu health benefits)
- NW Natural (natural gas)
- Oregon Department of Revenue (state taxes)
- Pacific Power (electricity)
- PacificSource (medical, vision, and dental insurance)
- Ricoh (copier lease)
- Stamps.com (postage)
- T. Rowe Price (employee retirement)
- ThyssenKrup Elevator Corp. (building maintenance)
- US Bank (copier lease)
- US Treasury (federal taxes)
- Waste Connections/Hood River Garbage (garbage/recycling)
- Zoom (Video conferencing software)

Adopted by the Board of Directors of Hood River County Library District this 16th day of June 2020.

ATTEST:

Jean Sheppard, President

Rachael Fox, Library Director

HOOD RIVER COUNTY LIBRARY DISTRICT LIBRARY DIRECTOR CONTRACT

PARTIES:

Hood River County Library District, an
Oregon Special District
502 State Street
Hood River, OR 97031

(“District”)

Rachael Fox
1461 Sunset Road
Hood River, OR 97031

(“Director”)

RECITALS:

I. The District desires to employ Rachael Fox as Director and Rachael Fox desires employment as Director for the District.

II. The parties desire to create an agreement that comprehensively details the terms and conditions of the Director’s employment with the District.

TERMS CONDITIONS AND COVENANTS:

A. Employment.

1. The District agrees to employ Rachael Fox as Director to perform the functions and duties of Director as specified in the position description, policies and procedures, rules, and regulations of the District, as may be prescribed by the Board of the District (“District Board” or “Board”) periodically. The District Board vests in the Director day-to-day control of District operations, and reserves to the District Board sole policy making authority and exclusive control over matters of fiscal policy, budget, and financial matters of the District.

2. The authority of the Director shall include, without limitation, the following: (a) management, administration, and direction of District operations; (b) hiring, disciplining and discharging of District employees, and volunteers; (c) execution and administration of District policies within budget appropriations pursuant to District policy, ordinance, or resolution; (d) policy advice to District Board; and (e) such additional and further duties as the District Board may require from time to time.

B. Performance Goals and Evaluation. The District Board shall meet with the Director annually during the month before Rachael Fox’s initial hire date of June 29, 2011 to establish performance goals for the coming year and to evaluate and assess the performance of the Director in meeting goals of the past year and progress toward achieving the District’s current strategic plan.

C. Hours of Work and Outside Activities.

1. Director's Time. The parties acknowledge that the performance of the duties of Director constitutes a full-time job. It is recognized that the Director must devote time outside of normal office hours to the business of the District and, to that end, the parties recognize that the Director is exempt as a professional from the overtime provisions of the Federal Fair Labor Standards Act, and its counterpart in Oregon law.

2. Outside Business. The Director shall not be engaged in teaching, consulting, or other non-district related business without the prior written approval of the District Board. In this event, the District Board approves this non-district related business, the Director must, to the greatest extent possible, utilize his/her vacation or other leave time to perform such outside business.

3. Civic Involvement. The parties agree it is necessary for the Director to be an active participant in community activities, and the Director agrees to be actively involved in community and civic organizations.

D. Term of Employment.

1. The term of this Agreement is for 12 months, beginning on the 1st day of July, 2020, and continuing through the 30th day of June, 2021, unless sooner terminated as provided herein. In the event this contract is renewed, the parties anticipate that the renewal term will be for a twelve-month term from July 1 to June 30 each year hereafter.

2. Nothing in this Agreement shall grant the Director a property right in his/her position, nor prevent, limit, or otherwise interfere with the right of the District to terminate the services of the Director at any time, with or without cause, subject only to the provisions of this Agreement pertaining to termination and severance pay. The Director is an at-will employee of the District.

3. The Board may suspend the Director with full pay and benefits at any time during the term of this Agreement if it deems that this action is in the best interests of the District and reasonably necessary.

E. Continuing education

1. Fox shall be required to take coursework for the American Library Association (ALA) Allied Professionals Association (APA) Certified Public Library Administrator (CPLA) program.

2. The District shall compensate Fox for tuition, textbooks, travel, and other costs directly associated with coursework in the CPLA program.

3. Fox shall be required to complete the CPLA program and receive her certification by July 1, 2021.

4. Upon receipt of the CPLA certification, Fox shall receive a salary step increase to go into effect the month the certification was received.

F. Termination and severance.

1. Termination without Cause. This Agreement may be terminated either by the District or the Director for any reason whatsoever upon the giving of sixty (60) days written notice to the other party.

2. Termination For Cause. This Agreement may be terminated immediately at the discretion of the District upon a determination by the Board that:

- a. The Director failed or has refused to comply with the policies, standards or regulations of the District.
- b. There is probable cause to believe that the Director is guilty of fraud, dishonesty, or misappropriation of funds, embezzlement, or other act of misconduct or dishonesty in the rendering of the services on behalf of the District.
- c. The Director has failed or refused to perform his/her duties as provided for in this Agreement.

3. Severance Pay. If the District terminates the Director without cause before the expiration of the initial term of employment as set forth in paragraph A (1) and while the Director is willing and able to perform assigned duties, then in that event the District agrees to pay the Director a lump sum equal to two (2) months pay (computed upon current annual salary).

4. Severance for Termination with Cause. Upon termination for cause by the District the Director shall not be entitled to receive any severance pay. The Director will be entitled to receive compensation for all earned but unused vacation leave and accrued holidays, subject to the general guidelines of the District.

G. Compensation.

1. Salary. The base salary for the Director shall be \$80,330 per year, payable by the District on a monthly basis.

a. The District agrees to review the base salary and other benefits of the Director at the Director's annual performance review with any salary increase to be effective if and when determined by the District Board.

b. Based upon the review, the parties will negotiate any desired changes, subject to the economic realities facing the District and the results of the performance evaluation. Raises will be based on merit and availability of funds.

2. Automobile. The Director may submit mileage reimbursement requests for business-related automobile use, which, following approval by the Board, will be paid per District policy.

3. General Reimbursements. The District may reimburse the Director for expenses of non-personal and job-related nature that are incurred, upon receipt of expense vouchers or receipts, accompanied by a written explanation.

4. Professional Development and Organizations. In accordance with District policy and subject to available funds, the District may budget and pay reasonable registration, travel, and subsistence expenses of the Director for professional and official travel, meetings, and occasions deemed necessary or desirable by the Board to continue the professional development of the Director and to carry out official functions of the District.

5. Membership Dues for Professional Organizations: The District will pay for the Director's membership dues in the Oregon Library Association, American Library Association, and other organizations, subject to the Board's approval.

6. Membership dues for Civic Organizations: The District encourages the Director to be involved in civic activities and organizations if such involvement advances the District's mission, vision, and values. Accordingly, the District may reimburse the Director for expenses associated with the Director's membership in one or more civic organizations.

H. Benefits. The Director shall receive the benefits as the District has provided and may hereafter provide during the term of this contract and any renewals thereof. These benefits include all of those offered to full-time, exempt District employees, as delineated in the Personnel Policies.

I. General Provisions.

1. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall be deemed severable and shall not be affected but shall remain in full force and effect.

2. This contract embodies the entire agreement between the parties and, except as expressly provided herein, it cannot be varied except by written agreement of the parties. Amendments to this Agreement shall be in writing and signed by both parties.

3. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Oregon, and the venue of any action brought hereunder shall be exclusively in the Circuit Court, County of Hood River, State of Oregon. If any suit or action is brought to enforce the terms of this Agreement, the prevailing party shall be awarded reasonable costs and attorney fees, at arbitration, if any, trial and on appeal.

4. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement, or such other address as a party may provide by written notice to the other party.

5. By the Director's signature below, the Director acknowledges that he/she is an at will employee and that his or her employment may be terminated without cause by the District Board, at any time.

6. The Director's employment shall also be governed by the terms and conditions of the District's Personnel Policies to the extent the policies therein are not contrary to the foregoing terms and conditions. In the event of a conflict between the policies and this Agreement, the terms and conditions of this Agreement shall control.

7. The failure of either party to enforce any provision of this Agreement will not be construed as a waiver or limitation of that party's right subsequently to enforce and compel strict compliance with every provision of this Agreement.

8. This Agreement may be executed in one or more counterparts, including by signature pages delivered in electronic format, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Approved by the Hood River County Library District at an open, public meeting on the 16th day of June, 2020.

Hood River County Library District:

_____ Date _____
Jean Sheppard , Board President

Director:

_____ Date _____
Rachael Fox

Approved as to form:

_____ Date _____
Ruben Cleaveland
Library District Legal Counsel

Hood River County Library District

Coronavirus COVID-19 Employee Policy



Purpose

This policy includes the measures the District is actively taking to mitigate the spread of coronavirus. Employees are kindly requested to follow all these rules diligently to sustain a healthy and safe workplace in this unique environment. It's important that employees all respond responsibly and transparently to these health precautions. The District will always treat employees' private health and personal data with a high level of confidentiality and sensitivity.

This coronavirus (COVID-19) company policy is subject to changes with the introduction of additional governmental guidelines. If changes are necessary, the District will update employees as soon as possible by email.

Scope

This coronavirus policy applies to all of our employees and who work in the District libraries.

Policy elements

Here, the District outlines the required actions employees should take to protect themselves and their co-workers from a potential coronavirus infection.

General Guidelines

- Physical distancing (specifically, staying 6 feet away from others when you must go into a shared space).
- Wearing cloth or paper face coverings when you are working with other staff and the public, unless accommodation or other exemption applies.
 - Each staff member will receive 2 cloth face masks.
 - Paper masks are available next to staff mailboxes (upstairs and downstairs) and desks at the CL/PK branches.
- Wear gloves when handling library materials and serving patrons during curbside and other in-person services.

General Hygiene

- Frequently wash hands or use alcohol-based (at least 60% alcohol) hand sanitizer when soap and water are not available
- Avoiding touching eyes, nose, and mouth
- Stay home when sick
- Clean and disinfect frequently touched objects and surfaces

Cleaning and disinfecting procedures

Cleaning workstations and work areas

502 State Street
Hood River · OR 97031
541 386 2535

www.hoodriverlibrary.org

- Disinfect hourly and when you start or finish at a station or move to a new station
- Spray disinfectant on a paper towel and wipe the surfaces: Desktops, Keyboards, Mice, Phones

Cleaning specific areas after each use

Elevator: Disinfect buttons by spraying disinfectant on a paper towel and wiping the surfaces

Copier: Disinfect display area and surfaces you touched on the copier by spraying disinfectant on a paper towel and wiping the surfaces

Book drop: Spray lock area and opening to the book drop. This will be the responsibility of the staff member emptying the book drop.

Door handles: Disinfect handles you touch by spraying disinfectant on a paper towel and wiping the surfaces.

Cleaning staff kitchen

Staff member assigned kitchen duties

- Clean kitchen at the start of every shift you are in the building
- Clean surfaces including refrigerator handle, toaster oven, microwave, hot water kettle, table top with soap and water.
- Disinfect frequently touched surfaces (doorknobs, microwave buttons and handle, refrigerator handle)

Individual staff use

- No more than one staff member in the kitchen at a time
- After using the staff kitchen
 - Clean any surfaces that you touch including refrigerator handle, toaster oven, hot water kettle, microwave, table top with soap and water.
 - Disinfect same surfaces

Restrooms

- Staff bathroom upstairs HAND WASHING ONLY
- Downstairs restrooms are for staff use. Please keep your masks on and wash your hands before and after use. Please wipe down surfaces you touch in the bathroom stall. Disinfectant and gloves will be available.
- One person at a time in the restroom
 - Slide cone (Sign) occupied into the doorway to let staff know the restroom is occupied

Facilities

- Janitorial service [Increased areas cleaned and sanitized]
 - Sanitize and wipe down all public and staff area counters, door handles (inside and outside building), tables, computer desks, computer keyboards and mice, end tables, and meeting room tables and meeting room sink.
 - Clean and sanitize all bathroom floors, counters, bathroom stall doors and handles (inside and out), sinks, toilets and changing tables.
 - Clean and sanitize staff kitchen counters, sink, floor and tables.
 - Clean elevator floor, walls, and buttons outside the elevator.
 - Clean ADA buttons (Four total located inside/outside long hallway on lower level and two total located inside/outside front door of building).
 - Clean and sanitize all hard floors and vacuum carpets

Training

- Videos [Staff wiki]
 - [Gloves safety](#)
 - [Mask safety](#)
- SDAO SafePersonnel trainings - Located in the Health Tab [Staff Wiki: [Training](#)]
 - Required: Coronavirus awareness
 - Required: Cleaning and disinfecting work place
 - Recommend: Coronavirus: Managing Stress and Anxiety

Employees health

Self monitor health

Before leaving for work

1. Check temperature [Thermometers are provided to all staff members]
2. Screen yourself by asking if you have any of the following symptoms?
 - Cough
 - Shortness of breath
 - Fever 100.4 degrees F or higher
 - New loss of smell/taste
 - Chills
 - Repeated shaking with chills
 - Sore throat
 - Muscle pain
 - Have you been in close contact with anyone with these symptoms or anyone who has been diagnosed with COVID-19 in the past 14 days?
3. If you answer yes to any of these symptoms, you will need to do the following.
 - Do not come to work
 - Notify Library Director and/or Assistant Director
 - We request you talk to a health care provider and obtain a medical release to return to work. If you do not obtain a medical release, you will not be able to return for 14 days. If you decide to be tested, the District will cover the cost of the test. You are required to report if you have a confirmed case of COVID-19.

Employee with diagnosed COVID-19

Step 1:

- Staff member will be sent home to self-isolate; or, if staff member is home, they shall not come to work.
- Staff member must obtain a medical release from their medical provider prior to returning to work, but in no case can return earlier if the criteria in step 2 are not met.

Step 2:

- Return to work: Staff member(s) may return to work upon all of the following occurrences:
 - 3 days with no fever **and**
 - Respiratory symptoms have improved **and**
 - 10 days since symptom first appeared

Suspected COVID-19

- Employees who have directly been exposed to someone with COVID-19 should report the situation immediately to their supervisor and remain absent from work for 14 days.

COVID-19 Workplace Exposure

Staff will be notified if they have been exposed to COVID-19

- A letter will be issued by email stating the fact of exposure without specifics to maintain confidentiality of employee as required by the Americans with Disabilities Act (ADA).

Exposed employees will be assessed

- “Close contact”– within six feet for at least fifteen minutes without face covering.
 - Please do not come to work and remain absent from work for 14 days.

Cleaning and disinfecting work place

- Affected employee: Gone fewer than seven days: clean and disinfect workplace after waiting at least 24 hours.
- Gone more than seven days: routine cleaning and disinfecting high-touch areas.

Emergency Paid Family Sick leave and Emergency Paid Family Medical Leave

The Families First Coronavirus Response Act (FFCRA or Act) requires certain employers to provide employees with paid sick leave or expanded family and medical leave for specified reasons related to COVID-19.

Generally, the Act provides that employees of covered employers are eligible for:

- *Two weeks (up to 80 hours) of **paid sick leave** at the employee's regular rate of pay* where the employee is unable to work because the employee is quarantined (pursuant to Federal, State, or local government order or advice of a health care provider), and/or experiencing COVID-19 symptoms and seeking a medical diagnosis; or
- *Two weeks (up to 80 hours) of **paid sick leave** at two-thirds the employee's regular rate of pay* because the employee is unable to work because of a bona fide need to care for an individual subject to quarantine (pursuant to Federal, State, or local

government order or advice of a health care provider), or to care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to COVID-19, and/or the employee is experiencing a substantially similar condition as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of the Treasury and Labor; and

- *Up to an additional 10 weeks of **paid expanded family and medical leave** at two-thirds the employee's regular rate of pay* where an employee, who has been employed for at least 30 calendar days, is unable to work due to a bona fide need for leave to care for a child whose school or child care provider is closed or unavailable for reasons related to COVID-19.

Qualifying Reasons for Leave:

Under the FFCRA, an employee qualifies for paid sick time if the employee is unable to work (or unable to telework) due to a need for leave because the employee:

1. Is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. Has been advised by a health care provider to self-quarantine related to COVID-19;
3. Is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. Is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
5. Is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19; or
6. Is experiencing any other substantially-similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

Under the FFCRA, an employee qualifies for expanded family leave if the employee is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19.

Duration of Leave:

For reasons (1)-(4) and (6): A full-time employee is eligible for 80 hours of leave, and a part-time employee is eligible for the number of hours of leave that the employee works on average over a two-week period.

For reason (5): A full-time employee is eligible for up to 12 weeks of leave (two weeks of paid sick leave followed by up to 10 weeks of paid expanded family & medical leave) at 40 hours a week, and a part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

Calculation of Pay:[\[3\]](#)

For leave reasons (1), (2), or (3): employees taking leave are entitled to pay at either their regular rate or the applicable minimum wage, whichever is higher, up to \$511 per day and \$5,110 in the aggregate (over a 2-week period).

For leave reasons (4) or (6): employees taking leave are entitled to pay at 2/3 their regular rate or 2/3 the applicable minimum wage, whichever is higher, up to \$200 per day and \$2,000 in the aggregate (over a 2-week period).

For leave reason (5): employees taking leave are entitled to pay at 2/3 their regular rate or 2/3

the applicable minimum wage, whichever is higher, up to \$200 per day and \$12,000 in the aggregate (over a 12-week period). [\[4\]](#)

For more details: [Families First Coronavirus Response Act: Employee Paid Leave Rights](#)

Extended Leave Request Form

If staff wish to use Emergency Paid Family Sick leave and/or Emergency Paid Family Medical Leave they must fill out the [extended leave request form](#) located on the staff wiki and submit the form to the Library Director.

Updated 5/27/20

PERSONAL SERVICES CONTRACT BETWEEN HOOD RIVER COUNTY LIBRARY DISTRICT AND ONSTOTT, BROEHL & CYPHERS, P.C.

This contract is between Hood River County Library District ("HRCLD") and Onstott, Broehl & Cyphers, P.C. ("Contractor"). HRCLD's supervising representative for this contract is the Board President or the Board President's designee as noted in Paragraph 21, Notices. HRCLD and Contractor agree to the following:

1. Effective Date and Duration. This contract shall become effective on July 1, 2020. Unless extended or earlier terminated, this contract shall expire when HRCLD has accepted Contractor's completed performance on June 30, 2023. However, expiration or termination shall not extinguish or prejudice HRCLD's right to enforce this contract with respect to: (a) any breach of Contractor warranty or indemnity; or (b) any default or defect in Contractor performance that has not been cured.

2. Statement of Work. Contractor shall perform the work ("Work") as set forth in the Statement of Work and these terms and conditions. The Statement of Work, including the delivery schedule for the Work, is contained in the attached Exhibit A.

3. Consideration.

(a) The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$18,600/year payable at a rate of \$1,550/month. Compensation will be reviewed on or by June 30, 2021, and amended as necessary by both parties for the next fiscal year. HRCLD will not pay Contractor any amount in excess of the not-to-exceed compensation for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

(b) All interim payments to Contractor shall be made only in accordance with the terms and conditions of this contract. Unless another schedule is stated in Exhibit A, the Statement of Work, Contractor shall submit monthly invoices to HRCLD for Work performed.

(c) Invoices shall describe all Work performed with particularity. Each invoice also shall include the total amount invoiced to date by Contractor prior to the current invoice. Contractor shall send invoices to the person designated in Paragraph 21, Notices.

(d) HRCLD shall have the right to withhold from payments due Contractor such sums as are necessary in HRCLD's sole opinion to protect HRCLD from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract.

4. Travel and Other Expenses. Travel time, travel expenses and other expenses of the Contractor shall not be reimbursed by the HRCLD.

5. Independent Contractor; Responsibility for Taxes and Withholding; Retirement System Status.

(a) Contractor shall perform all Work as an independent contractor. Although the HRCLD reserves the right (i) to determine (and modify) the delivery schedule for the Work and (ii) to evaluate the quality of the completed performance, the HRCLD cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the Work.

(b) If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract, represents and warrants that: Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no statutes, rules or regulations of the state or federal agency for which Contractor currently performs work would prohibit Contractor's Work under this Contract.

(c) Contractor is not an "officer," "employee" or "agent" of the HRCLD, as those terms are used in ORS 30.265.

(d) Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, HRCLD will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

6. Subcontracts and Assignment; Successors in Interest. Contractor shall not enter into any subcontracts for any of the Work, and shall not assign, delegate or transfer any of its rights or obligations under this Contract without HRCLD's prior written consent. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

7. No Third Party Beneficiaries. HRCLD and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

8. Funds Available and Authorized. HRCLD has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the HRCLD's current annual budget. Contractor understands and agrees that HRCLD's payment of amounts under this contract attributable to work performed is contingent on HRCLD budgetary limitations and other expenditure authority sufficient to allow HRCLD, in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. HRCLD may terminate this contract without penalty or liability to HRCLD, effective upon the delivery of written notice to Contractor, with no further liability if HRCLD determines that there are insufficient funds available to make payments under this contract.

9. Representations and Warranties. Contractor represents and warrants to HRCLD that (a) Contractor has the power and authority to enter into and perform this Contract, (b) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession, and (d) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

10. Termination; Breach; Remedies.

(a) Early Termination. This Contract may be terminated as follows:

1. HRCLD and Contractor, by mutual written agreement, may terminate this Contract at any time.
2. HRCLD in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
3. Either HRCLD or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
4. Notwithstanding paragraph 10(a)(c), HRCLD may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

(b) Payment on Early Termination. Upon termination pursuant to paragraph 10, payment shall be made as follows:

1. If terminated under 10(a)(1) or 10(a)(2) for the convenience of the HRCLD, the HRCLD shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. HRCLD shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim HRCLD may have against Contractor.

2. If terminated under 10(a)(3) by the Contractor due to a breach by the HRCLD, then the HRCLD shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
3. If terminated under 10(a)(3) or 10(a)(4) by the HRCLD due to a breach by the Contractor, then the HRCLD shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the HRCLD is entitled.

(c) Remedies. In the event of breach of this Contract the parties shall have the following remedies:

1. If terminated under 10(a)(3) by the HRCLD due to a breach by the Contractor, the HRCLD may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the HRCLD the amount of the reasonable excess.
2. In addition to the remedies in paragraphs 10(a) and 10(c) for a breach by the Contractor, the HRCLD also shall be entitled to any other equitable and legal remedies that are available.
3. If the HRCLD breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

11. Records Maintenance; Access. Contractor shall maintain all financial records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that HRCLD and their duly authorized representative shall have access to such financial records and to all other books, documents, papers, plans and writings of Contractor that are pertinent to this contract for the purpose of performing examinations and audits, and making excerpts and transcripts. All such financial records, books, documents, papers, plans, and writings shall be retained by Contractor and kept accessible for a minimum of 6 years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later.

12. Compliance with Applicable Law. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Titles VI and VII of the Civil Rights Act of 1964, as amended; (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (c) the Americans with Disabilities Act of 1990, as amended; (d) Executive Order 11246, as amended; (e) the Health Insurance Portability and Accountability Act of 1996; (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (h) ORS Chapter 659, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. HRCLD's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230 and 279B.235 which are incorporated by reference herein.

13. Foreign Contractor. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this contract.

14. Governing Law; Jurisdiction; Venue. This contract shall be governed and construed in accordance with the laws of Hood River County and the State of Oregon without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit or proceeding (collectively, "claim") between the HRCLD and the Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the

Circuit Court of Hood River County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the District of Oregon. Contractor by the signature below of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts.

15. Indemnity. Contractor shall defend (with legal counsel of HRCLD's choice), save, hold harmless, and indemnify the Hood River County Library District or its officers, employees, agents, and members, from all claims, suits, losses, damages, liabilities, costs, expenses or actions, of any nature whatsoever resulting from, arising out of or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this contract. HRCLD shall defend (with legal counsel of HRCLD's choice), save, hold harmless, and indemnify Contractor, its officers, employees, agents, and members, from all claims, suits, losses, damages, liabilities, costs, expenses or actions, of any nature whatsoever resulting from, arising out of or relating to the activities of HRCLD or its officers, employees, subcontractors, or agents under this contract.

16. Insurance. Contractor shall provide insurance as indicated on Exhibit C, attached hereto and incorporated by this reference.

17. Ownership of Work Product. Not Applicable.

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

19. Waiver. The failure of the HRCLD to enforce any provision of this contract shall not constitute a waiver by the HRCLD of that or any other provision.

20. Amendments. HRCLD may amend this Contract to the extent permitted by applicable statutes, administrative rule, and as provided in the solicitation documents, if any. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written instrument signed by the parties.

21. Notices. All notices to the respective parties shall either be personally delivered or sent certified mail to the following addresses:

HRCLD:
Rachael Fox, Library Director
Hood River County Library District
502 State Street
Hood River, OR 97031

Contractor:
Ken Onstott, Shareholder
Onstott, Broehl & Cyphers, P.C.
100 E. 4th St.
The Dalles, OR 97058

22. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except those rights and obligations set forth in Sections 1, 7, 8, 9, 10, 11, 14, 15, 16, 17, 19, 22, 24 and 25.

23. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

24. Force Majeure. Neither HRCLD nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of HRCLD or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. Attorney Fees. In the event of a dispute between Contractor and HRCLD, each shall pay his or her own attorney fees. Attorney fees are not recoverable from the other party.

26. Contractor Certification. Contractor, by execution of this Contract, acknowledges that s/he has read this Contract, understands it, and agrees to be bound by its terms and conditions. Contractor shall complete the full certification attached and incorporated as Exhibit B.

IT IS SO AGREED:

Jean Sheppard Date
Board President
Hood River County Library District

Ken Onstott Date
Shareholder
Onstott, Broehl & Cyphers, P.C.

EXHIBIT A
STATEMENT OF WORK

See Attached Proposal for Accounting Services

Exhibit B
W-9
(please attach)

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Exhibit C INSURANCE

During the term of this contract Contractor shall maintain in force at Contractor's own expense, each insurance noted below:

1. Workers Compensation Insurance is required for Contractors that employ subject workers, as defined in ORS 656.027. All those Contractors shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

2. Professional Liability Insurance:

☐ is not required.

☒ is required with a combined single limit or the equivalent, of not less than:

☐ \$200,000 ☐ \$500,000 ☒ \$1,000,000 ☐ \$2,000,000

for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the services to be provided under this contract.

3. General Liability Insurance:

☒ is not required.

☐ is required with a combined single limit or the equivalent, of not less than:

☐ \$200,000 ☐ \$500,000 ☐ \$1,000,000 ☐ \$2,000,000

for each claim, incident or occurrence.

4. Automobile Liability Insurance:

☒ is not required.

☐ is required with a combined single limit or the equivalent, of not less than:

☐ Oregon Financial Responsibility Law (ORS 806.070)
☐ \$200,000
☐ \$500,000
☐ \$1,000,000

each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to HRCLD.

6. Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to HRCLD within 30 days of signing this contract. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to HRCLD acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the HRCLD. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**HOOD RIVER COUNTY LIBRARY DISTRICT
PERSONAL SERVICES CONTRACT
(Janitorial Services)**

DATE: March 20, 2018

PARTIES: Hood River County Library District ("District")
502 State Street
Hood River, OR 97031

Tedene Enterprises, Inc.; DBA Clean-All Janitorial ("Contractor")
1767 12th St. #239
Hood River, OR 97031

RECITALS

Contractor is being engaged to provide janitorial services for all areas of the District's property located at 502 State Street, Hood River, Oregon.

NOW, THEREFORE, BASED ON THE MUTUAL PROMISES OF THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. Statement of Work. Contractor shall provide the services set forth in Exhibit "A" (the "Work"). Upon mutual agreement of the parties, the Statement of Work may be updated and amended from time to time; provided, such changes shall be indicated on a revised Exhibit "A" that is signed by both parties. Contractor shall perform the Work as directed by the Library Director and in accordance with the terms and conditions of this Contract.

In performing the Work, the following shall apply:

a. Contractor shall provide all essential cleaning products and equipment. The Contractor shall also have in place an OSHA compliant Material Safety Data Sheet ("MSDS") Program and provide Contractor with a copy to be made available on-site. Contractor must keep the program and Contractor updated if there are changes. Notification of changes must be made immediately.

b. District will provide trash bags, toilet paper, soap, paper towels, toilet bowl blocks, feminine products, disposable cups, changing table covers, and toilet seat covers.

c. Contractor is prohibited from sharing keys to the building with assistants or anyone else without approval from Contractor. Contractor reserves the right to reject any employee's privilege to work inside or outside the facilities.

2. All Costs by Contractor: Contractor shall, at its own risk and expense, perform the Work described above and, except as otherwise specified, furnish all labor, equipment and materials required for the proper performance of the Work.

3. Qualified to Provide Work: Contractor has represented, and by entering into this Contract now represents, that Contractor and all personnel assigned to the Work required under this Contract, if any, are fully qualified to perform the service to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.

4. Contract Term: This Contract becomes effective on April 1, 2018. Unless extended or terminated earlier in accordance with its terms, this Contract terminates on March 31, 2019. This Contract may be extended for up to two (2) one-year terms upon written consent of the parties. Contract termination does not extinguish or prejudice District's right to enforce this Contract with respect to any default by Contractor that has not been cured.

5. Compensation:

a. Contractor shall be paid at the rate of \$1,823.00 per month. Compensation shall not exceed the rate specified without District's prior approval.

b. Contractor shall submit monthly invoices to the District for Work performed. The invoices shall describe all Work performed with particularity and shall itemize and explain all expenses that this Contract requires District to pay and for which Contractor claims reimbursement. Each invoice also shall include the total amount invoiced to date by Contractor prior to the current invoice. Contractor shall send invoices to the District by the tenth of the month for work completed in the prior month. Payments shall be made within 30 days of the date of the invoice. Should the Contract be prematurely terminated, payments will be made for work completed and accepted to date of termination.

6. Ownership of Documents: All documents and other work product created by Contractor pursuant to this Contract shall be the property of District.

7. Indemnification: CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE DISTRICT AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT. Contractor shall not be held responsible for any claims, suit, actions, losses, damages, liabilities, costs and expenses directly, solely, and proximately caused by the negligence of District.

8. Termination: This Contract may be terminated by either party by giving thirty days written notice to the other party.

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9. Independent Contractor Status:

a. Contractor shall perform all Work as an independent Contractor. The District reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product, however, the District may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

b. Contractor understands and agrees that it is not an "officer", "employee", or "agent" of the District, as those terms are used in ORS 30.265.

c. Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, District will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

10. Insurance. Contractor shall maintain general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000.00 for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the District, its officers and its employees are Additional Insureds but only with respect to the Contractor's services to be provided under this Contract.

11. Assignment and SubContracts: Contractor shall not assign this Contract or subContract any portion of the work without the written consent of District. Any attempted assignment or subContract without written consent of District shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subContractors and of all persons employed by them, and the approval by District of any assignment or subContract shall not create any Contractual relation between the assignee or subContractor and District.

11. Governing Law; Venue; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, suit or proceeding between District and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Hood River County for the State of Oregon or, if the claim, action, suit or proceeding must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

12. Merger Clause; Waiver. This Contract and attached exhibits, if any, constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind all parties unless in writing and signed by both parties and all necessary State approvals have been obtained.

13. Amendments. No amendment to this Contract is effective unless it is in writing signed by the parties.

14. Attorney Fees. In the event of any action or proceeding to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney fees, in addition to costs and disbursement, at arbitration, trial, and on appeal.

15. No Third Party Beneficiaries. The signatories to this Contract are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.

16. Counterparts. This Contract may be executed in one or more counterparts, including by signature pages delivered in electronic format, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR:

Darlene Roberts
By: _____
Title: President

DISTRICT:

Jean Sheppard
Jean Sheppard
District President

EXHIBIT "A"

Statement of Work

The contractor will be responsible for cleaning all areas of the building, as well as shutting off all designated lights and ensuring all doors and exits are locked before the end of the shift.

- ⑩ 5 days per week high traffic area service:
 - Clean and sanitize all bathroom floors, counters, sinks, toilets and changing tables.
 - Clean and sanitize all drinking fountains.
 - Fill all soap, paper, and feminine product dispensers.
 - Empty all wastebaskets and remove trash from building.
 - Clean glass doors
 - Sanitize and wipe down all public area counters, door handles, tables, end tables, and meeting room tables.
 - Spot clean elevator as needed.
 - Ensure all entrances and marked doors are locked and that non-emergency lights are off.
 - Wet mop or scrub all non-carpet areas in public area (October-April)
- ⑩ 3 days per week:
 - Vacuum or sweep high traffic areas carpet and non-carpet (defined as stairs, entry areas, and hallways).
- ⑩ 2 days per week full building cleaning:
 - Sweep or vacuum all non-carpet areas.
 - Vacuum all carpet areas.
 - Clean elevator floors and walls.
 - Wet mop or scrub all non-carpet areas (Public area: May-September, Staff area: year round)
- ⑩ Weekly duties:
 - Remove spider webs up to 10'.
 - Wet mop or scrub break room floor.
 - Wipe and sanitize all staff area tables and computer desks.
 - Empty blue recycle bins into large blue bin in staff area.
 - Empty garbage cans in the Georgiana Smith Memorial Gardens (May-September).
 - Take all recycling bags/containers from designated stations to the centrally-located pickup point and replace each station with empty bags/containers.
- ⑩ Twice monthly duties:
 - Empty garbage cans in the Georgiana Smith Memorial Gardens (October-April)
- ⑩ As-needed duties (to be performed during regularly-scheduled cleanings):
 - Remove broken glass or sharp material from all surfaces.
 - Clean and restore work environments after contractors, maintenance workers, or utility workers complete projects and remodeling.
 - Remove excess water from floors during inclement weather.
 - Emptying garbage cans in the Gardens before and after large downtown events including but not limited to Blossom Time (spring), First Friday (May-October), Independence Day (July 4), Library end of Summer Reading party (end of summer), Hops Fest (September), Harvest Fest (October), and Hood River Holidays (December).

EXHIBIT "A"

⑩ Annual duties:

- Extract all carpets (September).
- Deep scrub and recoat vinyl floors in staff area. (July)
- Clean all windows inside and out, excluding the tall north windows in the atrium area (May).

Aside from the annual duties, the requirements stated above are to serve as guidelines. The actual requirements shall be performed as frequently as necessary to maintain the building in a clean and sanitary condition.

EXHIBIT “A”

Page 1 of 2

Statement of Work

The contractor will be responsible for cleaning all areas of the building, as well as shutting off all designated lights and ensuring all doors and exits are locked before the end of the shift.

5 days per week:

- Sanitize and wipe down all public and staff area counters, door handles (inside and outside building), tables, computer desks, computer keyboards and mice, end tables, and meeting room tables and meeting room sink.
- Clean and sanitize all bathroom floors, counters, bathroom stall doors and handles (inside and out), sinks, toilets and changing tables.
- Clean and sanitize staff kitchen counters, sink, floor and tables.
- Clean and sanitize all drinking fountains.
- Fill all soap and paper dispensers.
- Empty all wastebaskets and remove trash from building.
- Clean glass doors
- Clean elevator floor, walls, and buttons outside the elevator.
- Clean ADA buttons (Four total located inside/outside long hallway on lower level and two total located inside/outside front door of building).
- Wet mop or scrub all non-carpet areas in public area (October-April)
- Ensure all entrances and marked doors are locked and that non-emergency lights are off.

3 days per week:

- Vacuum or sweep high traffic areas carpet and non-carpet (defined as stairs, entry areas, and hallways).

2 days per week full building cleaning:

- Sweep or vacuum all non-carpet areas.
- Vacuum all carpet areas.
- Wet mop or scrub all non-carpet areas (Public area: May-September, Staff area: year round)

Weekly duties:

- Remove spider webs up to 10'.
- Empty blue recycle bins into large blue bin in staff area.
- Empty garbage cans in the Georgiana Smith Memorial Gardens (May-September).
- Take all recycling bags/containers from designated stations to the centrally-located pickup point and replace each station with empty bags/containers.

Twice monthly duties:

Empty garbage cans in the Georgiana Smith Memorial Gardens (October-April)

Monthly duties:

- Dust all library shelving (including top of the short, free standing shelving units)

As-needed duties (to be performed during regularly-scheduled cleanings):

- Remove broken glass or sharp material from all surfaces.
- Clean and restore work environments after contractors, maintenance workers, or utility workers complete projects and remodeling.
- Remove excess water from floors during inclement weather.
- Emptying garbage cans in the Gardens before and after large downtown events including but not limited to Blossom Time (spring), First Friday (May-October), Independence Day (July 4), Library end of Summer Reading party (end of summer), Hops Fest (September), Harvest Fest (October), and Hood River Holidays (December).

Annual duties:

- Extract all carpets (September).
- Deep scrub and recoat vinyl floors in staff area. (July)
- Clean all windows inside and out, excluding the tall north windows in the atrium area (May).

Aside from the annual duties, the requirements stated above are to serve as guidelines. The actual requirements shall be performed as frequently as necessary to maintain the building in a clean and sanitary condition.

EXHIBIT "A"

Page 2 of 2

**HOOD RIVER COUNTY LIBRARY DISTRICT
AMENDMENT AND RENEWAL OF PERSONAL SERVICES CONTRACT
(Renewal No. 2)**

DATE: _____

PARTIES: Hood River County Library District (“District”)
502 State Street
Hood River, OR 97031

Tedene Enterprises, Inc.; DBA Clean-All Janitorial (“Contractor”)
1767 12th St. #239
Hood River, OR 97031

RECITALS

Whereas, Contractor and District entered into a Contract for janitorial services for all areas of District’s property located at 502 State Street, Hood River, Oregon;

Whereas, the initial Contract term is from April 1, 2018, to March 31, 2019;

Whereas, the Contract may be renewed for up to two (2) additional 1-year terms by written agreement;

Whereas, the parties renewed for an additional 1-year term, and wish continue services with an amendment to the duration, scope, and contract amount; and

Whereas, this amendment to the Contract does not exceed the price limitations for the procurement method used.

NOW, THEREFORE, BASED ON THE MUTUAL PROMISES OF THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. The above referenced Contract is renewed for a term to commence on May 21, 2020, and subject to the amendments set forth in Section 2 below.

2. The above Contract is hereby amended as follows:

a. Due to the onset of the COVID-19 virus and emergency public health crisis caused thereby, the parties recognize that the needs of the District are going to be subject to change on short notice in the interest of public health and safety. Accordingly, the Contract term shall commence on May 21, 2020, and continue thereafter on an as-needed basis, whereby it may be terminated or amended by either party at any time. Any amendment shall be by mutual agreement of the parties. Amendment may occur by an agreed revision to the Statement of Work (Exhibit “A”) which shall state the consideration agreed to pursuant to the amendment and be signed by both parties.

b. The Statement of Work referenced in the Contract is amended as set forth in the attached Exhibit "A" and as amended by agreement of the parties as set forth in any subsequently attached amended Exhibit "A."

c. Section 5(a) of the Contract is amended such that Contractor shall be paid at the rate of \$1,883.00 per month unless amended as set forth in any subsequently attached amended Exhibit "A."

3. All other terms and conditions of the Contract remain in full force and effect.

IT IS SO AGREED by the parties hereto effective as of the date first written above.

CONTRACTOR:

DISTRICT:

By: _____
Title: _____

Jean Sheppard
District President