

**Board of Directors**  
**Regular Meeting Agenda**  
Tuesday, April 18, 2017, 7.00p  
Jeanne Marie Gaulke Community Meeting Room  
502 State St, Hood River  
Sara Snyder President



- |  |           |
|--|-----------|
| <b>I. Additions/deletions from the agenda (ACTION)</b>             | Snyder    |
| <b>II. Actual or potential conflicts of interest</b>               | Snyder    |
| <b>III. Consent agenda (ACTION)</b>                                | Snyder    |
| i. Minutes from March 21, 2017 meeting                             |           |
| ii. Invoice Northwest Control Company                              |           |
| <b>IV. Open forum for the general public</b>                       | Snyder    |
| <b>V. Presentation Ready to Read Grant award by Katie Anderson</b> | Anderson  |
| <b>VI. Reports</b>   |           |
| i. Friends update  | Fox       |
| ii. Foundation update  | Schoppert |
| iii. March financial statements                                    | Fox       |
| iv. Director's report  | Fox       |
| <b>VII. Previous business</b>                                      |           |
| <b>VIII. New business</b>  |           |
| i. Accounting services   | Fox       |
| ii. Japanese Garden Discussion                                     | Fox       |
| iii. New Board member training                                     | Fox       |
| <b>IX. Agenda items for next meeting</b>                           | Snyder    |
| <b>X. Adjournment</b>  | Snyder    |

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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.

502 State Street  
Hood River - OR 97031  
**541 386 2535**

[www.hoodriverlibrary.org](http://www.hoodriverlibrary.org)

**Board of Directors**  
**Regular Meeting Agenda, Supplementary Info**

Tuesday, April 18, 2017, 7.00p  
Jeanne Marie Gaulke Community Meeting Room  
502 State St, Hood River  
Sara Snyder President  
Notes prepared by Library Director Rachael Fox



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

Snyder

**II. Actual or potential conflicts of interest**

Snyder

**III. Consent agenda (ACTION)**

Snyder

**i. Minutes from March 21, 2017 meeting**

*Attachment:*

III.i. Minutes from March 21, 2017 meeting

**ii. Invoice Northwest Control Company**

*Attachment:*

III.ii. Invoice Northwest Control Company

This winter we had issues with the air flow switch on the boiler. Northwest Control had to visit the library six times over the course of the winter to repair several components. This invoice for \$4,902.28 exceeds my spending authority of \$3000. I request approval from the Board to pay the invoice.

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

Snyder

**V. Presentation Ready to Read Grant award by Katie Anderson**

Anderson

The District has been awarded the 2016 Outstanding Ready to Read Grant Project Award. We were among 5 libraries out of the State of Oregon to win! Each year the State Library recognizes libraries that implement outstanding state-funded projects. The criteria for an outstanding project are: most participants achieved all the outcomes, established a good model for other libraries, developed strong partnerships to improve services to underserved youth, or implemented an outstanding summer reading project. Katie Anderson from the State Library will present the award. Children's Services staff Jana Hannigan and Yeli Boots will be present to receive the award.

**VI. Reports**

**i. Friends update**

Fox

The Friends of the Library have two nominations for Co-Presidents, Suzanne Giovanni and Nadine Klebba. They are still seeking a Vice President. The Friends of the Library Book Sale will be held Thursday, June 1 through Saturday, June 3.

**ii. Foundation update**

Schoppert

The Foundation debriefed at their last meeting regarding the Feast of Words. Board members liked the auctioneers and thought she more than paid for herself. Stan Sales is working with a committee of Board members to discuss planned giving and other ways the Foundation can reach donors.

**iii. March financial statements**

Fox

*Attachment:*

VI.iii. March 2017 financial statements

502 State Street  
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#### **iv. Director's report**

*Attachments:*

VI.iv. March 2017 programs statistics

Fox

##### *Administration*

- I am working on the FY 2017-18 budget and will provide a report at the meeting.

##### *Facilities*

- Our maintenance person, Michael Peterson-Love, recently repaired the drywall in the Story book Theater in the children's area. The concrete from the original building was leaking behind the wall. Peterson-Love sealed an area outside where he thought the water was entering. He also installed vents in the wall. Peterson-Love is not worried about long term damage. He said it's a small leak that has been present for a long period of time and has caused little damage.

##### *Personnel*

- The District has hired three on-call substitutes. We currently have two substitutes with limited availability on evenings and occasional Saturdays. Many libraries hire a pool of on-call substitutes. We're hoping by having a pool we can increase coverage while staff are on vacation and sick leave. The District has a set budget for substitute positions, so there is not an increase in funding for the position.
  - Helen Alexeff has more than 10 years of customer service experience including two years at a university library.
  - Molly Hamlin has worked at Planetree Health Resource Center for the past 8 years. Prior to that, she worked at our library for 3 years.
  - Amy Zorovich is currently a test prep editor at Shmoop, where she works remotely. She formerly worked as a circulation clerk at the Medina County Public Library.

##### *Programs*

- On Saturday, May 13, at noon there will be a ceremony at the Mt. Hood Railroad acknowledging the 75<sup>th</sup> Anniversary of the forced evacuation of all the people of Japanese ancestry from Hood River County ( but also including Japanese from White Salmon, Mosier, The Dalles, Dallesport, Lyle, and Goldendale and all parts in between.)

Homer Yasui helped Maija Yasui document close to 400 men women and children who came from Hood River County. Niko Yasui's leadership class at Hood River Valley High School has expressed a desire to make the name tags worn by each of the evacuees including personal ID number assigned by the US government, and the individuals age. These will be flown at the train station on May 13.

The Legacy Stone in the Library Gardens will be dedicated the same day. The dedication ceremony will consist of honoring a graduating senior, chosen by Hood River Valley High School students, who has done exemplary work in the area of social or civil justice. A small stone with the honorees name and graduating year will be placed near the stone honoring their work and that of Minoru Yasui. The purpose is to engage future generations in the support of the freedoms of all people.

#### **VII. Previous business**

#### **VIII.New business**

Fox

##### **i. Accounting services**

Fox

*Attachment:*

VIII.i.a. Contract Onstott, Brohel and Cyphers

### VIII.i.b. Bid Request for Accounting Services

Our contract for accounting services with Onstott, Broehl, and Cyphers (attached as VIII.i.a) comes to an end on June 30, 2017. They perform various services for us including writing checks, reconciling bank statements, maintaining accounts, payroll, preparing monthly financial statements, preparing tax statements, and paying taxes. We are currently paying \$13,800/year for this service. Since the contract is opening, we need to go through a procurement process. Per the Oregon Revised Statutes, here are the guidelines we must follow for this procurement.

#### 279B.070 Intermediate procurements.

1. Any procurement of goods or services exceeding \$10,000 but not exceeding \$150,000 may be awarded in accordance with intermediate procurement procedures. A contract awarded under this section may be amended to exceed \$150,000 only in accordance with rules adopted under ORS 279A.065.
2. A procurement may not be artificially divided or fragmented so as to constitute an intermediate procurement under this section.
3. When conducting an intermediate procurement, a contracting agency shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The contracting agency shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the contracting agency shall make a written record of the effort made to obtain the quotes or proposals.
4. If a contract is awarded, the contracting agency shall award the contract to the offer or whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110. [2003 c.794 §54]

Thus, under these rules, we can seek informal bids. However, having a Request for Proposal (RFP) document is helpful for seeking a bid such as this. Attached as VII.i.b is the Bid Request for Accounting Services. I am seeking bids from the following local accountants. They seem to offer the types of services we need.

- Arens & Associates
- Onstott, Broehl, & Cyphers
- Rowe & Deming
- SCG Enterprises Inc.
- Wendy B. Willow

### **ii. Japanese Garden Discussion**

Attachment: VIII.ii. Drawing Japanese Garden

Maija Yasui has requested a small Japanese Garden will installed around the Legacy Stone in the Library Gardens. The project will funded by the Yasui family and donations from the community, which will be organized by Maija Yasui. The Gardens Committee, formed by the Library Foundation during the recent upgrade to the Gardens, is willing to oversee the project and assist in making sure the design fits in with the rest of the Gardens.

- Oval shape around the stone
- Bark or stone installed on the ground
- Small Japanese maple and perhaps another small bush

- Stone bench installed behind the Legacy Stone

### **iii. New Board member training**

Fox

Now is the time to start thinking about what training there should be for new Board members. In the past, the following has happened or been suggested:

- USB drive with important documents (budgets, contracts, policies, minutes, etc.)
- Get-together with continuing, departing, and new Board members
- List of trainings offered by Special Districts Association of Oregon (SDAO) and other groups for new Board members.
- I will explore the possibility of having SDAO come down for a training as well.

### **IX. Agenda items for next meeting**

Snyder

- Tuesday, May 2, 2017, 6.00-.00p: First Budget Committee meeting
- Tuesday May 9, 2017, 6.00-7.00p: Second Budget Committee meeting, if needed.
- Accounting services bid review
- 2017-18 salary schedule
- Resolution Transfer Dormant Fund Balance and Dissolve Dormant Fund (SAGE Library System Fund)
- Library Director Evaluation

### **X. Adjournment**

Snyder

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**Board of Directors**  
**Regular Meeting Minutes**  
Tuesday, March 21, 2017, 7.30p  
Jeanne Marie Gaulke Community Meeting Room  
502 State St, Hood River  
Sara Snyder President  
Notes prepared by Library Director Rachael Fox



*Present:* Rachael Fox (staff), Sara Snyder, Karen Bureker, Jean Sheppard, Sara Marsden (Public),  
Brian Hackett (Public), Jen Bayer (Public)

- I. Additions/deletions from the agenda (ACTION)** Snyder  
Board President Sara Snyder called the meeting to order at 7:30pm. Bureker moved to approve the agenda as presented. Sheppard seconded. The motion carried unanimously.
- II. Actual or potential conflicts of interest** Snyder  
None stated.
- III. Consent agenda (ACTION)** Snyder  
    **i. Minutes from February 21, 2017 meeting**  
    **ii. Spanish language materials invoice**  
Sheppard moved to approve the consent agenda as presented. Bureker seconded. The motion carried unanimously.
- IV. Open forum for the general public** Snyder  
Sara Marsden (Hood River) and Brian Hackett (Hood River) were present.
- V. Reports**  
    **i. Friends update** Bureker  
There was nothing to add to the written report.  
    **ii. Foundation update** Schoppert  
There was nothing to add to the written report  
    **iii. February 2017 financial statements** Fox  
Fox stated the District has received the final check from Baker County Library for SAGE Fund.  
    **iv. Director's report** Fox  
Snyder requested Fox create a Digital Signage Policy to be ideal. Fox stated she would work on a policy to present to the Board for approval.
- VI. Previous business**  
    **i. Branch library update and discussion (ACTION)** Fox  
No action was taken. Sheppard and Fox will meet with Superintendent Dan Goldman and report back to the Board.
- VII. New business**  
    **i. Provisional Library Card (ACTION)** Fox  
Sheppard moved to approve the changes to the Library Card Policy as presented. Bureker seconded. The motion carried unanimously.  
    **ii. Board Governance Policy revision (ACTION)** Fox

502 State Street  
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Bureker moved to approve the changes to the Board Governance Policy. Sheppard seconded. The motion carried unanimously.

**iii. Technology Planning session**

Fox

District Board members selected Tuesday, May 16, 5-7pm for the Technology and Maintenance/Replacement planning session with Ken Jacobs. Fox will confirm date and time with Jacobs and email the Board.

**iv. Janitorial contract addendum (ACTION)**

Fox

Sheppard moved to approve the Janitorial contract addendum. Bureker seconded. The motion carried unanimously.

**v. Parking reimbursement for library volunteers discussion**

Fox

Snyder requested the procedures be inserted into a current policy. Fox stated she would determine which policy would be appropriate and present the changes to the Board.

**vi. Library Director review questions**

Fox

Snyder stated the review process would need to start in April instead of May. The review will happen at the May Board meeting. The District Board will review Fox's contract at the June meeting.

**VIII. Agenda items for next meeting**

Snyder

**IX. Adjournment**

Snyder

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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

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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.

**Northwest Control Company, Inc.**

PO Box 22919  
Milwaukie, OR 97269

# Invoice

Date: 3/10/2017  
Invoice No.: 32045

**Bill to:** Hood River Co Library District  
502 State St  
Hood River, OR 97031

**Service at:** Hood River Co Library District  
502 State St  
Hood River, OR 97031

**Customer ID:** HOOD1

**Description:** Boiler Issues/Fault Code

**Reference:** Work Order 29280

**Terms:** 30 Days

**PO Number:**

Item	Description	Quantity	Unit Price	Amount
<b>Labor</b>				
	Boiler Problems	4.00	130.00	520.00
	Boiler Problems	2.00	130.00	260.00
	Boiler Problems	5.00	130.00	650.00
	Boiler Repairs	4.50	130.00	585.00
	Boiler Problems	2.50	130.00	325.00
	Boiler Problems	5.50	130.00	715.00
<b>Labor Subtotal</b>				<b>3,055.00</b>
<b>Miscellaneous</b>				
	Air Pressure Switch	1.00	80.50	80.50
	Primary Controller	1.00	895.02	895.02
	Timer	1.00	89.94	89.94
	Amplifier	1.00	269.30	269.30
	Relay	3.00	40.94	122.82
	Air Flow Switch	1.00	209.70	209.70
	Truck Charges	3.00	60.00	180.00
<b>Miscellaneous Subtotal</b>				<b>1,847.28</b>

<b>Subtotal:</b>	4,902.28
<b>Sales Tax:</b>	0.00
<b>Total Due:</b>	4,902.28

Questions? Please Call: (503) 656-9205







## Work Order

### NORTHWEST CONTROL COMPANY, INC.

P.O. Box 22919  
Phone: (503) 656-9205

Milwaukie, OR 97269  
Fax: (503) 656-7609

CCB #54300

 **COMPLETED**

NAME	Hood River Co Library District			
STREET	502 State St			
CITY	Hood River	STATE	OR	ZIP 97031
PHONE				
CLIENT PO#				

DATE	02/22/2017	WORK ORDER #	29280
TECHNICIAN	Hopkins; Greg N		
DESCRIPTION	Boiler down; fault code "lockout 32 airflow switch". Rachael 541-490-6079. Rachel is there at 9am - building opens at 10am		

EQUIPMENT		
MAKE	EQUIPMENT MODEL	SERIAL NUMBER

RECOMMENDATIONS
Replacement of airflow switch recommended.
Combustion analysis and placement of boiler firing rate into AUTO.
See main notes

QTY	TYPE	NAME	DESCRIPTION
		<b>No Work Date</b>	
1	Misc	Air Pressure Switch	Air Pressure Switch
		<b>Dec 20</b>	
4	Labor	Boiler Problems	(12/20/2016) Wager; Justin D - (Regular) Complete
		<b>Dec 21</b>	
2	Labor	Boiler Problems	(12/21/2016) Brown; Brett N - (Regular) Boiler issue
		<b>Dec 23</b>	
5	Labor	Boiler Problems	(12/23/2016) Brown; Brett N - (Regular) Boiler issue
		<b>Jan 31</b>	
4.5	Labor	Boiler Repairs	(01/31/2017) Roszko Jr; Stephen Y - (Regular) Complete
		<b>Feb 02</b>	
2.5	Labor	Boiler Problems	(02/02/2017) Hopkins; Greg N - (Regular) Incomplete Boiler fails to start.
		<b>Feb 22</b>	
5.5	Labor	Boiler Problems	(02/22/2017) Hopkins; Greg N - (Regular) Complete Boiler fails to run intermittently

I (we) agree that all merchandise and services covered by this service order have been supplied and shall be paid for within 30 days of billing, and that A FINANCE CHARGE OF 11/2% PERCENT PER MONTH will be paid on any account balance remaining. THE PERIODIC RATE OF 1 1/2% PER MONTH IS AN ANNUAL PERCENTAGE RATE OF 18 PERCENT. Further, all collection costs and attorneys fees will be paid on delinquent balances.

**LIMITED WARRANTY:** All materials, parts, and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by the above named company is warranted for 30 days or as otherwise indicated in writing. The above named company makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of above named company.

*Thank You*

Work Order Description: Boiler down; fault code "lockout 32 airflow switch". Rachael 541-490-6079. Rachel is there at 9am - building opens at 10am

12/20/2016 - Hood River library

Weil-McLain

Mod# WM-PG580WF-V06

Serial# CP-4527758-31403

Boiler was off on Honeywell 7800

Airflow

Reset safety

Boiler immediately fired

Induced draft motor is operating

Sensing tube was clear and attached

Boiler made set point and shut off. Upon restarting boiler tripped on airflow again. Often times works fine.

Airflow switch

Dungs

Mod# AA-A1-3

Switch appeared to be close to trip point

Backed off airflow switch half turn

Airflow switch may be beginning to fail. Should replace on next trip.

Burner was set to manual firing rate and minimum position. There is a note on the boiler that it runs best(least CO) in this condition. The boiler could operate more effectively in auto with the firing rate modulating, but the combustion gas may need to be analyzed.

The boiler has cycled multiple times correctly without failure since I adjusted the switch. - Wager; Justin D

12/20/2016 Recommendation: Replacement of airflow switch recommended.

Combustion analysis and placement of boiler firing rate into AUTO.

See main notes - Wager; Justin D

12/21/2016 - Checked boiler, airflow switch fault. Reset boiler. Watched boiler reach set point. Added water to system, pulled screen from water regulator. Cycled boiler. Noted the OSA temp on Trane controller reading wrong temperature. Ordered replacement Airflow switch. - Brown; Brett N

12/23/2016 - Picked up air flue switch, removed old Dung switch. Mounted new switch, wired back to burner control. Fired boiler, let it run to set point. Cycled off adjusted pressure set point on switch. Cycled boiler to verify operation. - Brown; Brett N

02/02/2017 - Boiler running when I arrived. Customer had reset this morning. Ran boiler thru several cycles. Boiler shuts down at 175F and starts at 165F. Pilot ignition voltage at 5volts. Original relays control blower motor. May be causing intermittent failure. Will need to order new relays. - Hopkins; Greg N

02/22/2017 - Fault history indicates boiler has not faulted since Monday. Installed new combustion blower relay and boiler primary controller. Reassembled panel. Ran boiler thru several cycles. Verified primary air supply clear of debris. - Hopkins; Greg N

# HOOD RIVER COUNTY LIBRARY DISTRICT

## Compiled Financial Statements March 31, 2017

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**Onstott, Broehl & Cyphers, P.C.**  
**Certified Public Accountants**

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

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

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

OFFICES:

100 EAST FOURTH STREET  
THE DALLES, OREGON 97058  
Telephone: (541) 296-9131  
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1313 BELMONT STREET  
HOOD RIVER, OREGON 97031  
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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 March 31, 2017, and the related statement of revenues, expenditures and changes in fund balance – cash basis for the one month and nine 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 9 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.*  
April 12, 2017

**Hood River County Library District**  
**Balance Sheet - Cash Basis**  
**March 31, 2017**

**ASSETS**

	General Fund	Grants Fund	Capital Equipment Reserve Fund	Sage Library System Fund	Total
Current Assets:					
Cash in bank - Columbia State Bank	\$64,546				\$64,546
Cash with Hood River County	677,141	\$58,502	\$62,715	\$5,199	803,557
Total Current Assets	<u>741,687</u>	<u>58,502</u>	<u>62,715</u>	<u>5,199</u>	<u>868,103</u>
TOTAL ASSETS	<u>\$741,687</u>	<u>\$58,502</u>	<u>\$62,715</u>	<u>\$5,199</u>	<u>\$868,103</u>

**LIABILITIES & FUND BALANCES**

Liabilities					
Current Liabilities					
Payroll liabilities	\$1,440				\$1,440
Total Current Liabilities	<u>1,440</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,440</u>
Total Liabilities	<u>1,440</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,440</u>
Fund Balances:					
Unassigned	740,247	58,502	62,715	5,199	866,663
TOTAL LIABILITIES & FUND BALANCES	<u>\$741,687</u>	<u>\$58,502</u>	<u>\$62,715</u>	<u>\$5,199</u>	<u>\$868,103</u>

See Independent Accountants' Compilation Report

**HOOD RIVER COUNTY LIBRARY**  
**Statement of Revenues, Expenditures, and**  
**Changes in Fund Balance - Cash Basis**  
**For the Nine Months Ended March 31, 2017**

	General Fund	Grants Fund	Capital Equipment Reserve Fund	Sage Library System Fund	Total
<b>Revenues:</b>					
Donations and grants	\$15	\$5,602			\$5,617
Property tax revenues - current year	786,455				786,455
Property tax revenues - prior year	10,922				10,922
Fines and fees	11,507				11,507
Intergovernmental revenue		4,628		\$46,459	51,087
Interest revenue	4,475		\$524		4,999
Miscellaneous	0				0
<b>Total Revenues</b>	<b>813,374</b>	<b>10,230</b>	<b>524</b>	<b>46,459</b>	<b>870,587</b>
<b>Expenditures:</b>					
Personal services:					
Wages and salaries	313,733	69		35,660	349,462
Employee benefits	106,124			9,350	115,474
<b>Total Personal Services</b>	<b>419,857</b>	<b>69</b>	<b>0</b>	<b>45,010</b>	<b>464,936</b>
Materials and services:					
Bank charges	217				217
Building rental	3,200				3,200
Building maintenance	5,379	2,000			7,379
HVAC	8,715				8,715
Elevator	1,610				1,610
Telephone	2,873				2,873
Internet	3,841				3,841
Collection development	52,977	7,543			60,520
Technology	5,327	26			5,353
Accounting and auditing	12,878				12,878
Courier	1,468				1,468
Custodial services	15,687				15,687
Technical services	2,927				2,927
Library consortium	11,567				11,567
Copiers	1,022				1,022
Elections expense	0				0
Furniture and equipment	1,512	5,199			6,711
Insurance	10,874				10,874
Georgiana Smith Memorial Garden	23,583	7,490			31,073
Legal services	2,273				2,273
Professional services	0				0
Dues and subscriptions	2,124				2,124
Miscellaneous	3,595	355			3,950
Postage and freight	645				645
Printing	607				607
Programs	19,555	3,940			23,495
Advertising	545				545
Supplies - office	12,216	26			12,242
Travel	4,298			128	4,426
Training	877				877
Board development	0				0
Electricity	13,347				13,347
Garbage	1,073				1,073
Natural gas	3,944				3,944
Water & sewer - building	3,506				3,506
<b>Total Materials and Services</b>	<b>234,262</b>	<b>26,579</b>	<b>0</b>	<b>128</b>	<b>260,969</b>
Capital outlay	0	13,220	41,445		54,665
<b>Total Expenditures</b>	<b>654,119</b>	<b>39,868</b>	<b>41,445</b>	<b>45,138</b>	<b>780,570</b>
<b>Revenues Over Expenditures</b>	<b>159,255</b>	<b>(29,638)</b>	<b>(40,921)</b>	<b>1,321</b>	<b>90,017</b>
Other Financing Sources (Uses)					
Operating transfers in			0		0
Operating transfers out	0				0
<b>Total Other Financing Sources (Uses)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Revenues and Other Financing Sources (Uses) Over Expenditures</b>	<b>159,255</b>	<b>(29,638)</b>	<b>(40,921)</b>	<b>1,321</b>	<b>90,017</b>
Fund Balance - July 1, 2016	580,992	88,140	103,636	3,878	776,646
<b>Fund Balance - March 31, 2017</b>	<b>\$740,247</b>	<b>\$58,502</b>	<b>\$62,715</b>	<b>\$5,199</b>	<b>\$866,663</b>

See Independent Accountants' Compilation Report

**HOOD RIVER COUNTY LIBRARY DISTRICT**  
**General Fund**  
**Statement of Revenues and Expenditures - Cash Basis**  
**For the One Month and Nine Months Ended**  
**March 31, 2017**

	Current Period Actual	Year to Date Actual	Annual Budget
<b>Revenues:</b>			
Tax revenues - current	\$2,776	\$786,455	\$799,956
Tax revenues - prior year	887	10,922	20,000
Fines and fees	1,284	11,507	12,000
Interest revenue	537	4,475	3,500
Donations	0	15	0
Miscellaneous	0	0	500
<b>Total Revenues</b>	<b>5,484</b>	<b>813,374</b>	<b>835,956</b>
<b>Expenditures:</b>			
Personal services:			
Wages and salaries:			
Library clerk I	485	4,389	6,855
Library clerk II	5,953	58,276	81,515
Library assistant I	4,318	41,872	60,817
Library assistant II	8,013	79,595	111,443
Librarian I	4,764	38,771	59,859
Librarian II	4,330	34,748	55,141
Library director	5,772	52,583	79,608
Other	0	3,499	0
Payroll taxes and benefits:			
Retirement	3,277	24,717	36,160
Social security	2,562	23,919	34,826
Workers' compensation	23	1,475	1,200
Health insurance	7,330	52,177	81,498
Unemployment insurance	454	3,836	5,918
<b>Total Personal Services</b>	<b>47,281</b>	<b>419,857</b>	<b>614,840</b>
Materials and services:			
Bank charges	16	217	250
Building rental	0	3,200	12,400
Building maintenance	3,095	5,379	15,000
HVAC	1,400	8,715	8,000
Elevator	357	1,610	2,000
Telephone	556	2,873	4,500
Internet	427	3,841	5,250
Collection development	9,931	52,977	75,000
Technology	708	5,327	20,000
Accounting and auditing	753	12,878	23,000
Courier	166	1,468	3,000
Custodial services	1,723	15,687	24,000

See Independent Accountants' Compilation Report



**HOOD RIVER COUNTY LIBRARY DISTRICT**  
**General Fund**  
**Statement of Revenues and Expenditures - Cash Basis**  
**For the One Month and Nine Months Ended**  
**March 31, 2017**

	Current Period Actual	Year to Date Actual	Annual Budget
Technical services	0	2,927	4,000
Library consortium	0	11,567	12,000
Copiers	81	1,022	1,100
Elections expense	0	0	2,000
Furniture and equipment	383	1,512	5,000
Insurance	0	10,874	10,000
Georgiana Smith Memorial Garden	1,235	23,583	21,000
Legal services	228	2,273	3,000
Professional services	0	0	0
Dues and subscriptions	0	2,124	4,000
Miscellaneous	32	3,595	1,000
Postage and freight	132	645	1,000
Printing	0	607	1,000
Programs	6,774	19,555	22,000
Advertising	0	545	1,000
Supplies - office	1,316	12,216	16,000
Travel	506	4,298	5,000
Training	0	877	1,750
Board development	0	0	1,500
Parking reimbursement	0	0	1,000
Electricity	1,404	13,347	20,000
Garbage	118	1,073	1,500
Natural gas	1,049	3,944	10,000
Water & sewer - building	377	3,506	4,500
 Total Materials and Services	 32,767	 234,262	 341,750
 Capital Outlay	 0	 0	 0
 Transfer to Equipment Reserve	 0	 0	 40,000
 Contingency	 0	 0	 100,000
 <b>Total Expenditures</b>	 80,048	 654,119	 1,096,590
 <b>Change in Fund Balance</b>	 <b>(\$74,564)</b>	 <b>\$159,255</b>	 <b>(\$260,634)</b>

See Independent Accountants' Compilation Report

**HOOD RIVER COUNTY LIBRARY DISTRICT**  
**Grants Fund**  
**Statement of Revenues and Expenditures - Cash Basis**  
**For the One Month and Nine Months Ended**  
**March 31, 2017**

	<u>Current Period</u> <u>Actual</u>	<u>Year to Date</u> <u>Actual</u>	<u>Annual</u> <u>Budget</u>
<b>Revenues:</b>			
Donations and grants	\$2,000	\$5,602	\$211,000
Intergovernmental revenue	0	4,628	0
<b>Total Revenues</b>	<u>2,000</u>	<u>10,230</u>	<u>211,000</u>
<b>Expenditures:</b>			
Personal services	0	69	0
Materials and services:	354	26,579	79,500
Capital outlay	0	13,220	175,000
<b>Total Expenditures</b>	<u>354</u>	<u>39,868</u>	<u>254,500</u>
<b>Change in Fund Balance</b>	<u><u>\$1,646</u></u>	<u><u>(\$29,638)</u></u>	<u><u>(\$43,500)</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 Nine Months Ended**  
**March 31, 2017**

	<u>Current Period Actual</u>	<u>Year to Date Actual</u>	<u>Annual Budget</u>
<b>Revenues:</b>			
Interest revenue	\$52	\$524	\$400
<b>Other Financing Sources</b>			
Transfer from General Fund	0	0	40,000
<b>Total Revenues and Other Sources</b>	<u>52</u>	<u>524</u>	<u>40,400</u>
<b>Expenditures:</b>			
Materials and services	0	0	0
Capital outlay	0	41,445	75,000
<b>Total Expenditures</b>	<u>0</u>	<u>41,445</u>	<u>75,000</u>
<b>Change in Fund Balance</b>	<u><u>\$52</u></u>	<u><u>(\$40,921)</u></u>	<u><u>(\$34,600)</u></u>

See Independent Accountants' Compilation Report

**HOOD RIVER COUNTY LIBRARY DISTRICT**  
**Sage Library System Fund**  
**Statement of Revenues and Expenditures - Cash Basis**  
**For the One Month and Nine Months Ended**  
**March 31, 2017**

	Current Period Actual	Year to Date Actual	Annual Budget
<b>Revenues:</b>			
Intergovernmental revenue	\$8,059	\$46,459	\$68,698
Donations	0	0	0
Grants	0	0	0
<b>Total Revenues</b>	<u>8,059</u>	<u>46,459</u>	<u>68,698</u>
<b>Expenditures:</b>			
Personal services:			
Wages and salaries:			
Librarian I	6,467	35,660	43,534
Payroll taxes and benefits:			
Retirement	0	2,884	3,918
Social security	495	2,706	3,330
Workers' compensation	3	27	50
Health insurance	0	3,331	6,000
Unemployment insurance	84	402	566
<b>Total Personal Services</b>	<u>7,049</u>	<u>45,010</u>	<u>57,398</u>
Materials and services:			
Dues and subscriptions	0	0	300
Miscellaneous	0	0	2,000
Travel	0	128	3,000
Training	0	0	1,000
<b>Total Materials and Services</b>	<u>0</u>	<u>128</u>	<u>6,300</u>
Contingency	0	0	5,000
<b>Total Expenditures</b>	<u>7,049</u>	<u>45,138</u>	<u>68,698</u>
<b>Change in Fund Balance</b>	<u><u>\$1,010</u></u>	<u><u>\$1,321</u></u>	<u><u>\$0</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 Nine Months Ended March 31, 2017

	Newspaper Digitization	SDAO Safety 2016	Foundation Grants	General Donations	Friends of the Library	LSTA Outreach 2015	MCMC Grant	Aging in the Gorge	Outreach Fund	Other Grants	RTR 2016	RTR 2017	Total
<b>Revenues:</b>													
Donations and grants	\$1,000	\$0	\$1,957	\$1,095	\$1,950	\$0	\$0	(\$900)	\$500	\$0	\$0	\$4,628	\$5,602
Intergovernmental revenue													4,628
<b>Total Revenues</b>	<u>1,000</u>	<u>0</u>	<u>1,957</u>	<u>1,095</u>	<u>1,950</u>	<u>0</u>	<u>0</u>	<u>(900)</u>	<u>500</u>	<u>0</u>	<u>0</u>	<u>4,628</u>	<u>10,230</u>
<b>Expenditures:</b>													
Personal services:						69							69
Wages and salaries:													0
Library assistant II													0
Employee benefits:													0
Retirement													0
FICA													0
Workers compensation													0
Health insurance													0
Unemployment insurance													0
<b>Total Personal Services</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>69</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>69</u>
Materials and services:													2,000
Building maintenance			2,000		21		12				17		7,542
Collection development			7,492										26
Technology					11					26	3,430		3,941
Programs			500										5,199
Furniture and equipment			5,199										7,490
Georgiana Smith Memorial Garden			7,490										26
Office supplies			26										355
Miscellaneous			329		50						(24)		0
Printing													
<b>Total Materials and Services</b>	<u>0</u>	<u>0</u>	<u>23,036</u>	<u>0</u>	<u>82</u>	<u>0</u>	<u>12</u>	<u>0</u>	<u>0</u>	<u>26</u>	<u>3,423</u>	<u>0</u>	<u>26,579</u>
Capital outlay	<u>0</u>	<u>0</u>	<u>13,220</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>13,220</u>
<b>Total Expenditures</b>	<u>0</u>	<u>0</u>	<u>36,256</u>	<u>0</u>	<u>82</u>	<u>69</u>	<u>12</u>	<u>0</u>	<u>0</u>	<u>26</u>	<u>3,423</u>	<u>0</u>	<u>39,868</u>
Net Change in Fund Balance	1,000	0	(34,299)	1,095	1,868	(69)	(12)	(900)	500	(26)	(3,423)	4,628	(29,638)
Fund Balance - July 1, 2016	1,642	3,000	73,634	0	5,410	69	62	900	0	0	3,423	0	88,140
<b>Fund Balance - March 31, 2017</b>	<u>\$2,642</u>	<u>\$3,000</u>	<u>\$39,335</u>	<u>\$1,095</u>	<u>\$7,278</u>	<u>\$0</u>	<u>\$50</u>	<u>\$0</u>	<u>\$500</u>	<u>(\$26)</u>	<u>\$0</u>	<u>\$4,628</u>	<u>\$58,502</u>

See Independent Accountants' Compilation Report

## Program statistics, March 2017

Event	Cosponsor(s)	Location	Date	Attendees
<i>ADULT PROGRAMS</i>				
HR Book Club		Hood River	March 2	8
Kickstand Book Club		Hood River	March 11	6
Death Cafe		Hood River	March 22	3
Sr Outreach		Hood River	March 29	24
HRCR Kickoff		Hood River	March 18	200
Mcbee Author Reading		Hood River	March 26	3
Never Give Up!	History Museum;	Hood River	March 2	65
<b>Adult total</b>				<b>268</b>
<i>KIDS PROGRAMS</i>				
LTC Class Visits		HRMS	March 1	75
La Hora Infantil: Radio Show	Radio Tierra	The Gorge	March 1,8,	2000
Preschool Story Time		HR	March 2	65
Infant/Toddler Story Time		HR	March 2	34
Odell Book Mobile/Library @ Zumba Mon's & Thurs's	Hood River Providence Hospital & St. Francis House	Odell	March 2, 9, 13, 23	145
DR Who Trivia Challenge		HR	March 3	40
Story Time Wednesday's	Mid-Valley Elementary School	Odell	March 6, 20	155
Story Time Tuesday's	Learning Farm Preschool	Hood River	March 7,14,21,28	184
Preschool Story Time		HR	March 9	44
Infant/Toddler Story Time		HR	March 9	30
Kid's Choir Performance		HR	March 9	50
CL Story Time		CL	March 11	2
LTC Meeting		HR	March 11	6
Outreach HR-Xing		HR	March 15	15
Preschool Story Time		HR	March 16	40
Infant/Toddler Story Time		HR	March 16	23

Odell Bus Home Visits	Odell	March 18	100
LTC Meeting	HR	March 18	6
Mini-Library donations	Indian Creek A	March 22	30 books
Rinconcito Outreach	Rinconcito Trai	March 22	8
Preschool Story Time	HR	March 23	45
Infant/Toddler Story Time	HR	March 23	32
Library Express	HR	March 25	16 bus/24 total
LTC Meeting	HR	March 25	9
CL Story Time	CL	March 25	2
Tintin Party	HR	March 29	38
Preschool Story Time	HR	March 30	30
Infant/Toddler Story Time	HR	March 30	19
<b>Kids total</b>			<b>3,178</b>
<b>TEEN PROGRAMS</b>			
Teen Council	Hood River	March 4, 18	6
Teen Tech Week	Hood River	March 8	3
Teen Tech Week	Cascade Lock	March 9	2
Spring Break Movie Marathon	Hood River	March 29,30,31	30
<b>Teen total</b>			<b>41</b>

## **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, 2014. Unless extended or earlier terminated, this contract shall expire when HRCLD has accepted Contractor's completed performance on June 30, 2017. 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 \$13,800/year payable at a rate of \$1,150/month. Compensation will be reviewed on or by June 30, 2015, 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:  
Buzzy Nielsen, 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. 4<sup>th</sup> 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:

_____ Sara D. Snyder Board President Hood River County Library District	_____ Date
--	---------------

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

**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:

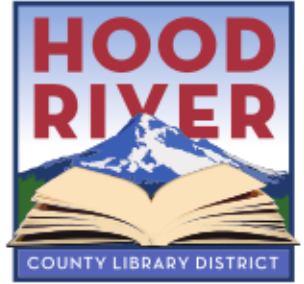
☐ Oregon Financial Responsibility Law (ORS 806.070)  
☐ \$200,000  
☐ \$500,000  
☐ \$1,000,000

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.

## **Bid request for accounting services**



*Proposals due:* Monday, April 24, 2017, at 5.00p  
*Mailing address:* 502 State St, Hood River, OR 97031  
*Email:* rachael@hoodriverlibrary.org

Hood River County Library District is seeking bids from qualified entities for accounting services for the reporting of all financial transactions including the recording of revenues, regular payment of budgeted obligations including payroll, the delivery of regular monthly financial statements with budget comparisons and the filing of applicable governmental reports for payrolls. Proposal specifications as well as information and clarification on this request may be obtained by contacting:

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

Questions must be in writing or electronic and be received by 12.00p on Monday, April 17, 2017.

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

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

502 State Street  
Hood River - OR 97031  
**541 386 2535**

[www.hoodriverlibrary.org](http://www.hoodriverlibrary.org)



## **I. Statement of work**

### **A. Purpose of request**

Hood River County Library District is seeking bids from qualified entities for accounting services for the reporting of all financial transactions including the recording of revenues, regular payment of budgeted obligations including payroll, the delivery of regular monthly financial statements with budget comparisons and the filing of applicable governmental reports for payrolls. Our objective is to select the firm best qualified to provide financial services for Hood River County Library District.

The accounting firm recommended by the Library Director will be awarded the contract. Contract award is contingent on approval by the Library District Board of Directors.

The term of the contract will be for one year and may be renewed for two years annually thereafter at the option of the District and Contractor.

### **B. Description of District**

Hood River County Library District serves all of Hood River County, Oregon. The District includes the Hood River Library and two smaller branches in Cascade Locks and Parkdale. This proposal is to provide financial services for all of the District's financial operations.

#### *1. Background information*

Hood River County Library District serves all of Hood River County, Oregon. The District includes the Hood River Library and two smaller branches in Cascade Locks and Parkdale. This proposal is to provide financial services for all of the District's financial operations. The fiscal year begins on July 1 and ends on June 30th.

#### *2. Fund structure*

Hood River County Library District has a General fund supported by a countywide ad valorem tax and revenues from fines, fees, grants, donations, and other sources. It also has two additional funds for restricted grants and capital reserve. Expenditures will be made as approved within the annual operating budget. In the 2016-17 fiscal year, the District has budgeted approximately \$1.1 million in expenditures. The District writes 800-900 paper checks annually, has payroll for 20 employees, and has EFT transactions for about 14 monthly bills.

#### *3. Availability of prior financial data*

The District's current and past two fiscal year budgets, as well as audits from the previous two fiscal years, are available online at <http://hoodriverlibrary.org/about/budget/>. Other financial information is available upon request to the Library Director.

### **C. Scope of financial services required**

#### *1. Scope of work*

- The Contractor will establish a financial accounting system to provide for the

timely and complete recording of all financial transactions for the District including the payment of budgeted obligations and recording the receipt of all funds received by the District.

- The Contractor will provide for the timely and regular payments for District monthly payrolls and complete the applicable forms for the reporting of payroll taxes to meet both State and Federal requirements.
- The Contractor will prepare regular monthly financial statements with comparison to the adopted budget and deliver such financial statements at least three days before the third Tuesday of the month in a timely fashion to the District Director and the Board of Directors to allow for their required oversight of District operations.
- The Contractor will prepare the annual Financial Statements for the District.
- Financial records will be adequate to meet the needs of the District within the requirement of Oregon Revised Statutes, as required by the Minimum Standards for Audits of Oregon Municipal Corporations.
- The Contractor will maintain the District records in accordance with governmental generally accepted accounting principles.
- The scope of work will include occasional technical accounting and financial reporting assistance throughout the year. This generally has consisted of answering questions on setting up funds, compliance issues, recording and reporting issues.
- The accounting records will be subject to an annual audit performed by an independent auditor retained by the District at District expense.
- The District will provide coded invoices for payment, copies of the adopted budgets, receipts of deposits and adequate information to create timely and accurate payrolls and other source documents as needed to allow for the complete recording of all District financial activity.
- The Contractor will be responsible to provide and maintain adequate software to meet the needs of the District as described herein. The proposal should address procedures for data security and file backup. The District's current records are maintained in Intuit QuickBooks.

## 2. Working paper retention and access to working papers

- All working papers and reports must be retained, at the Contractor's expense, until returned to the Hood River County Library District. All financial records created for the benefit of the Hood River County Library District will be the property of the District. The Contractor will be required to make working papers available, upon request, to the following parties or their designees: Hood River County Library District, audit CPA firm designated to perform the annual audit of the financial records for the Hood River County Library District, and entities classifying the Hood River County Library District as a sub recipient of grant funds. In addition, the contractor shall respond to the reasonable inquiries of any immediate successor contractor and allow such successor contractor to review working papers.

#### **D. Contract period**

The contract will cover one calendar year and may be renewed for two years annually thereafter at the option of the District. It will include a sixty-day cancellation provision. Work would begin on July 1, 2017. The District reserves the right to request proposals for accounting services in future years.

## **II.Proposal submission procedures**

#### **A. Proposal submission**

Proposals must be received by Monday, April 24, 2017, 5.00p. Proposals must be clearly designated as "Accounting Proposal". Electronic proposals are highly preferred. Late proposals will not be accepted.

#### **B. Summary Of accounting firm's qualifications**

Firms should describe their recent experience providing accounting services for governmental agencies or large nonprofit organizations.

#### **C. Request for additional information**

Potential bidders may request additional information by contacting Library Director Rachael Fox at rachael@hoodriverlibrary.org or 541-387-7062. Requests must be received by 12.00p on Monday, April 17, 2017.

#### **D. Submission sections**

1. *Transmittal letter*: A letter of transmittal including the firm's name, address and telephone number of the contact person, briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period and a statement that the proposal is a firm and irrevocable offer for 60 days.
2. *Detailed proposal*
3. *Qualifications*: Provide detailed qualification of the firm for performing these accounting services.
4. *Fee proposal*: Specify the fee for the entire project on an annual basis. Also include the rates you would charge for any additional or specialized services that may be necessary.

#### **E. Opportunity to comment**

Firms may formally protest or comment on this proposal or selection process by submitting a written, signed statement to Rachael Fox, Library Director, Hood River County Library District, at the contact information on page 1. Protests and comments must be received by 5.00p, Monday, May 22, 2017, to be considered. No protest against award because of the content of specifications shall be considered after this deadline.

#### **F. Addenda**

Addenda, if any, will be issued prior to the proposal due date. To ensure receipt of addenda, verify that the District has the name, phone number, and email for a contact person for the

firm.

**G. Equal employment compliance requirement**

By submitting this proposal, Proposer certifies conformance to the applicable federal acts, executive orders, and Oregon statutes and regulations concerning affirmative action toward equal employment opportunities.

**H. Additional information**

Please provide any other information you feel would help the Library Director evaluate your firm for this engagement.

### **III. Proposal evaluation procedures**

#### **A. Evaluation of proposals**

Proposals will be evaluated to determine which proposal best meet the needs of the District. Proposals will be evaluated on the experience of the firm and fees. The District reserves the right to make the final selection by exercise of its own discretion.

#### **B. Proposal rejection**

The District reserves the right to:

1. reject any or all proposals not in compliance with all public procedures and requirements;
2. reject any proposal(s) not meeting the specifications set forth herein;
3. waive any or all irregularities in proposals submitted;
4. reject all proposals;
5. award any or all parts of any proposal.
6. request references and other data to determine responsiveness.

#### **C. Protest of award**

Any adversely affected Proposer has until 5.00p on Monday, May 22, 2017, to file a written protest.

### **IV. General terms and conditions**

#### **A. Submission of proposals**

The submission of a proposal shall indicate the intention of the firm to adhere to the provisions described in this request.

#### **B. District clarification of proposals**

The District reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a proposer to respond to such a request for additional information or clarification could result in rejection of the firm's proposal.

#### **C. Cost of preparing a proposal**

The request does not commit the District to paying any costs incurred by any Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

## **V. Proposal certifications**

### Non-Discrimination Clause (ORS 279A.110)

Proposer hereby certifies they have not discriminated and will not discriminate against any minority, women, or emerging small business enterprise in obtaining any required subcontract.

It is further understood that any contractor who is in violation of this clause shall be barred from receiving awards of any contracts or purchases from the Library District unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Certified by:

---

Firm Name:

---

Address:

---

## VI. Signature page

The undersigned proposes to perform all work as listed in this request, for the prices stated; and that all articles supplied under any resultant contract will conform to the specifications herein.

The undersigned certifies that the proposal has been arrived at by the Proposer independently and has been submitted without any collusion designed to limit independent competition.

The undersigned certifies that the following addenda have been received and duly considered and that all associated costs have been included in this proposal:

Addenda: No. \_\_\_\_\_ to No. \_\_\_\_\_ inclusive.

The proposer has examined all parts of this Request For Proposal, including all requirements and contract terms and conditions thereof. If it's proposal is accepted, Proposer agrees to execute a contract which incorporates the terms and conditions of this request.

Name of firm:

\_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address:

\_\_\_\_\_

Submitted by: \_\_\_\_\_

Authorized Signer

\_\_\_\_\_

Date

\_\_\_\_\_

Printed Name

00011000

VIII.ii. Drawing Japanese Garden concept

Concrete  
STONE

Retaining wall

SQUARE NATURAL  
STONE

Japanese

Lace Leaf

Maple

24-36

Bark  
Pavers

Boxwood

