

**Board of Directors**  
**Regular Meeting Agenda**  
Tuesday, June 20, 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 May, 16, 2017 meeting                             |        |
| ii. Cascade Locks Library lease agreement with City               |        |
| iii. Accounting contract (ACTION)                                 |        |
| iv. MIX contract  |        |
| <b>IV. Open forum for the general public</b>                      | Snyder |
| <b>V. Reports</b>   |        |
| i. Friends update   | Fox    |
| ii. Foundation update   | Fox    |
| iii. May financial statements                                     | Fox    |
| iv. Director's report   | Fox.   |
| <b>VI. Previous business</b>                                      |        |
| <b>VII. New business</b>  | Snyder |
| i. 2017-18 budget approval (ACTION)                               |        |
| I. Budget hearing   |        |
| ii. Approval of recurring payments for 2017-18 (ACTION)           |        |
| iii. Discussion of 2017-18 President and Vice-President positions | Snyder |
| iv. Discussion of the regular meeting time                        | Snyder |
| v. Library Director contract renewal (ACTION)                     | Snyder |
| <b>VIII. Agenda items for next meeting July 18, 2017</b>          | Snyder |
| <b>IX. Adjournment</b>  | Snyder |

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, June 20, 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 May, 16, 2017 meeting**

*Attachment:*

- III.i. Minutes of May 16, 2017, regular meeting

**ii. Cascade Locks Library lease agreement with City**

*Attachment:*

- III.ii.2017-18 IGA with Cascade Locks to lease branch space

While we transition to the Cascade Locks School, we'll need to keep the space in the City Hall. My goal is to complete the branch move by the end of FY 2017-18. This IGA renews our agreement with the City to keep the branch there. The City Locks Council will approve their agreement at their June meeting. Our lawyer Ruben Cleaveland has reviewed the contract and suggested we change the due date for payment from January, 1, 2017 to July 15, 2017. I request the Board approve the contract.

**iii. Accounting contract**

*Attachment:*

- III.iii. 2017-2020 contract with Onstott, Broehl, & Cyphers

As discussed at the May 16, 2017 Board meeting, our current contract for accounting services with Onstott, Broehl, & Cyphers expires at the end of June. I created a request for bids for the following three years. 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 \$16,800 for the 2017-18 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.

**iv. MIX contract**

*Attachment:*

- III.iv. Metropolitan Information eXchange agreement [2017-2022]

The Metropolitan Interlibrary eXchange (MIX) agreement allows residents of Clackamas, Hood River, Multnomah and Washington counties in Oregon and residents within the City of Camas and Fort Vancouver Regional Library system in Washington to get free library cards in any of the other jurisdictions. It is generally a five-year agreement, and it expires at the end of June. The agreement was reviewed by the legal team for the Multnomah County Library and reviewed by our lawyer Ruben Cleaveland. I request the Board approve the contract.

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

Snyder

**V. Reports**

**i. Friends update**

**Fox**

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- The Friends of the Library had a successful Library Book sale and raised over \$1,500!
- The District currently has \$5,000 of Friends donations which have been carried over from previous fiscal years. I was unable to find the early records, prior to 2013, regarding the purpose of the donations. I requested the Friends allow the funds to be spent \$3,000 on audiobooks and \$2,000 on Children's programming to supplement the FY 2017-18 budget. These are two areas the Friends currently contribute to each year. The Friends voted to approve my request. The reason this occurred was because the District maintains a spreadsheet in-house to track Friends donations made for specific purposes, while the accountant tracks the overall Friends account.
- The Friends will not have a formal meeting in July or August. The annual Friends of the Library picnic potluck will be on Tuesday, August 8, 6:00-8:00pm at 505 Eugene St. in Hood River (Jean Harmon's home). Board members are invited. Please bring a dish to share.
  - The Friends elected their officers: Co-Presidents Nadine Klebba and Suzanne Giovanni, Vice President Marilyn Murray, Treasurer Better Lou Yenne and Secretary Erman Hickman.

## **ii. Foundation update**

**Fox**

- The Foundation elected their officers: President Jen Bayer, Vice President Dawn Fitchen, Secretary Amanda Goeke, and Treasurer Heather Staten.
- The new liaisons for the Library Foundation to the District are Jen Bayer, Dawn Fitchen and Michael Schock.
- The Foundation has donated \$50,083 to the District for the 2017-18 fiscal year:
  - Feast of Words 2017: \$25,683
  - Magazines and Newspapers: \$7,000
  - Electronic Resources: \$7,000
  - General collection: \$6,400
  - Bonneville Dam Chronicle newspaper digitization \$1,000
  - Movie Licensing \$1,000
  - Transform the Creative Corner in the children's area into a makerspace for library patrons. \$2,000. A place in which people with shared interests, especially in computing or technology, can gather to work on projects while sharing ideas, equipment, and knowledge and materials.
  - The Library Foundation has agreed to be the fiscal agent for the Japanese Garden around the Legacy Stone. I met with Maija Yasui, Stan Sales and John Stevens from the Foundation Gardens Committee, to discuss a simple design that utilizes stones and materials we are already using. Maija Yasui has arranged for Sadafumi Uchiyama, the designer of the Portland Japanese Gardens, to visit the Gardens on Saturday, June 17. I will also be present and Stan Sales from the Foundation Gardens Committee. Uchiyama will help design the layout.

## **iii. May financial statements**

**Fox**

Attachment:

- VI.iii. May financial statements

The SAGE fund has been dissolved the remaining funds of \$5,198 has been transferred to the General Fund. The transfer from the General Fund to the Capital Equipment Reserve fund of \$40,000 has also been completed.

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

**Fox**

Administration

- I've started a weekly email to library staff to update them on procedures, projects, and general library business. The updates are archived on our staff wiki. The hope is staff will feel informed and more connected to all facets of our organization.
- Programming staff are working on collaborating together for our end of summer bash, the Unity picnic. We'll also work together to create the makerspace so it spans all ages.

- I reached out to the Library Foundation requesting assistance with grant writing. I have a few people who are interested and I will follow up with them in July.
- I will be taking vacation the week of June 26 through June 30, in an effort to not lose vacation hours. Staff are allowed to roll-over 80 hours of combined vacation and holiday hours.
- The Library District will be hosting a Chamber of Commerce Coffee Clatter on Friday, June 16 from 8am-9am. This allows local organizations to come together to network. Arwen and I will give a short presentation on the Library District and the Summer Reading Program.
- SAGE will soon be using a new courier provider, Expak. There will be **no courier pick up** during the week of Monday, June 26 through Tuesday, July 4<sup>th</sup>. We will receive deliveries from SAGE libraries but will not be shipping out. Then the new service will start Wednesday, July 5. We'll be posting information for the public at our service desks, website and social media to alert our patrons there will be a delay in receiving holds from our SAGE consortium.
- Starting in July, I will work Friday mornings in Parkdale. This will allow me to start the process of organizing the branch update. We'll start with cleaning house. We'll have to move everything out of the room this fall to paint the walls and install new carpet. Our maintenance person Michael Love-Peterson will paint. Then new carpets furniture will be installed. I expect the branch will be closed for a 2-3 week period. This project will be funded with Feast of Words 2014 funds raised to renovate the branches.

#### Facilities

- The City of Cascade Locks now has Gorge.net fiber Internet and they are working to increase our bandwidth to 10 mbps. At this point, they have not asked us for additional funds for the increase. Ken Jacobs thinks it will be sufficient to get us through the transition period to the school.
- After 3 ½ months of working with Hire Electric regarding the automatic door mechanisms in Library Lane, I was directed to Bob's Glass of The Dalles. The button is not working on the State Street door on the outside and inside. Bob replaced the wireless transmitter on Wednesday, June 14 and it did not fix the problem. The next step is to then replace both transmitters in the button themselves on Friday, June 16, 2017. If that does not work, we'll have to replace the mechanism on the door itself. Bob is motivated to get to back working as soon as possible.

#### Programs

- Summer reading starts this month.
  - Hood River - Kids can sign up at the kids desk to set a reading goal and can receive up to 4 prizes. The reading log will also list all the events for the summer. Babies/toddlers can get a Bingo card and do activities to get prizes. Runs June 17-August 26.
  - Parkdale: Runs June 21 to July 12. The program is coordinated with the Parkdale Elementary School. All prizes can be picked up at the weekly performers, which will be held at the Elementary School.
  - Cascade Locks: Runs June 17 to July 8. Kids will do their reading in the library and receive cookies while they read! If the kids complete their goal, they will be invited to a secret party, which has a magician.
  - Odell: Patty will be visiting the Odell Summer Program, which offers a Summer Reading Program. In addition, she will visit the Odell Farmer's Market and Movies in the Park in Odell. There will be two performances in Odell. The Odell Express bus will be running through the end of August.
  - All branches: Teens can read a book, listen to an audiobook, attend a teen program, volunteer for one hour, or write a book review for teen librarian Rachel Timons to get a scratch off ticket. They can win a prize instantly or the scratch off ticket will be an entry in the end of summer raffle. There are programs at all three branches.
  - All branches: Adults can read a book, listen to an audiobook, or attend a program to get a raffle ticket for an end of summer raffle. There are programs at all three branches.

## Services

- Patrons can now easily find information regarding volunteer opportunities at the library and apply to volunteer at the library through an online form! The page also lets patrons know they can support the library by becoming involved with the Friends of the Library and the Library Foundation. Friends members Buck Parker and Marilyn Murray and Foundation member Jen Bayer recently hosted a table for the library at the Connect for a Cause event in Odell to try and recruit more volunteers.
- The library website has been updated with several new features:
  - There are now pages for Adults, Teens, Kids, Outreach, and Spanish Speakers. The link to the pages is located on the top toolbar on the front page.
  - There is now an online form for patrons to book our meeting room.
  - The Resources page has been change to eResources. It's a work in progress. The hope is to make it easier for patrons to easily find the eResources they need.
  - There is also a News section added to the bottom right hand of the page. We'll update it with current news, which includes some press releases.
  - There are more changes to come.
- Local resident Gary McFarlen has volunteered to read a series of books on Radio Tierra. McFarlen read Ordinary Grace on the air this past spring. McFarlen thought our local community might be interested in hearing Brian Doyle's works. This would require permission from the family of Brian Doyle. Staff will discuss this project and it might be a good program to start this fall.
- The volunteer parking reimbursement will start Wednesday, July 5<sup>th</sup>. Anyone who is volunteering in the library will have their metered parking reimbursed. Staff will keep a cash bag and log for tracking expenses in the safe. The District auditors have approved the process.

## **VI. Previous business**

## **VII. New business**

Snyder

### **i. 2017-18 budget approval (ACTION)**

#### **I. Budget hearing**

#### Attachments:

VII.i.a. Proposed 2017-18 budget

VII.i.b. Resolution 2016-17.09, adopting the budget and imposing taxes

Annually, the Board must approve the budget and tax rate for the coming fiscal year. Please note the budget committee approved, \$1,752,353 at the May 9, 2017 meeting but the correct amount is actually \$1,780,353. The Budget Committee requested a transfer into the Capital Equipment Reserve Fund at the May 2, 2017 meeting. Fox proposed a transfer of \$28,000 from the General fund to the Capital Equipment Reserve fund. Fox added the transfer from the General Fund on the documents the budget committee reviewed for the May 9, 2017 meeting. Fox did not add the \$28,000 in revenue in the Capital Equipment Reserve fund. Fox spoke to the Oregon Department of Revenue and they said it was a simple and obvious calculation error. Since the budget committee approved the transfer, they would not need to meet again but it can be noted at the hearing. Fox was advised to put the amount that was intended in the budget documents. There are no additional proposed changes from what the Budget Committee approved, unless the Board members have recommendations. Final 2017-18 budget approval requires passage of Resolution 2016-17.09. 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 with the correct figures in the June 3 edition of the *Hood River News*.

### **ii. Approval of recurring payments for 2017-18 (ACTION)**

*Attachment:*

- VII.ii. Resolution 2016-17.10, approving recurring and online payments for 2017-18

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. I would like to add one company, Richo, which provides our copier lease.

**iii. Discussion of 2017-18 President and Vice-President positions** Snyder

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 do those position.

**iv. Discussion of the regular meeting time** Snyder

The Board's current regular meeting time is the third Tuesday of the month at 7.00p. 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.

**v. Library Director contract renewal (ACTION)** Snyder

*Attachments:*

- VII.v.. Updated contract with Rachael Fox [2017-2018]

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 updated my physical address and changed the salary to \$70,658 per year, which is the salary of my current step (1) on the 2017-18 salary scale. As discussed when approving the scale, this includes a 2% cost of living increase, which all District employees will receive this fiscal year. Ruben Cleaveland had a few additions to the contract which are highlighted.

**VIII. Agenda items for next meeting July 18, 2017** Snyder

- Review of strategic goals
- Board officer elections
- Appointing agents of record
- Resolution establishing regular meeting time
- Legal services contract renewal
- Board Library Friends and Foundation liaisons
- Review Technology and Replacement maintenance plan

**IX. Adjournment** Snyder

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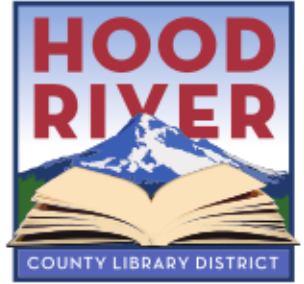
Other matters may be discussed as deemed appropriate by the Board. If necessary, Executive Session may be held in accordance with the following. Bolded topics are scheduled for the current meeting's executive session.

- ORS 192.660 (1) (d) Labor Negotiations
- ORS 192.660 (1) (e) Property
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interpretation for the hearing impaired is available if at least 48 hours notice is given.

**Board of Directors**  
**Regular Meeting Minutes**  
Tuesday, May 16, 2017, 7:00p  
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), Jean Sheppard, Sara Snyder, John Schoppert, Karen Bureker, Sara Marsden (public)

**I. Additions/deletions from the agenda (ACTION)** Snyder  
President Sarah Snyder called the meeting to order at 7:02pm. Bureker moved to approve the agenda. Schoppert seconded. The motion carried unanimously.

**II. Actual or potential conflicts of interest** Snyder  
None stated.

**III. Consent agenda (ACTION)** Snyder  
**i. Minutes from April 18, 2017, meeting**  
**ii. Minutes from May 2, 2017 Budget meeting**  
**iii. Minutes from May 9, 2017 Budget meeting**  
**iv. Invoice Onstott, Broehl & Cyphers**

Snyder noted the Minutes from May 9, 2017 Budget meeting needed to be changed from President John Schoppert to Vice President. Schoppert moved to approve the consent agenda. Sheppard second. The motion carried unanimously.

**IV. Open forum for the general public** Snyder  
Sara Marsden (Hood River, Oregon), a member of the public was present.

**V. Japanese Garden update and request** Yasui  
Maija Yasui described the Gardens she envisioned around the Legacy Stone in the Gardens. The Board agreed they thought it was a great idea. Snyder stated she had concerns regarding the cost of upkeep but likes the simple design and that the Yasui family will be funding the upkeep. Fox will approach the Library Foundation Board and ask if they will be willing to accept donations for the project.

**VI. Reports**  
**i. Friends update** Fox  
There was nothing to add in the written report.

**ii. Foundation update** Schoppert  
There was nothing to add in the written report.

**iii. April financial statements** Fox  
There was nothing to add to the written report.

**iv. Director's report** Fox  
There was nothing to add to the written report.

**VII. Previous business**  
**i. Accounting services bid approval (ACTION)** Fox  
Sheppard moved to accept the bid for accounting services. Schoppert seconded. The motion carried unanimously.

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## **VIII. New business**

### **i. 2016-17 salary schedule (ACTION)**

Fox

Sheppard moved to accept the 2016-17 salary schedule. Bureker seconded. The motion carried unanimously.

### **IX. Transfer Dormant Fund Balance and Dissolve Dormant**

Fox

#### **SAGE Library System Fund (Action)**

Bureker moved to dissolve the dormant SAGE Library System Fund. Sheppard seconded. The motion carried unanimously.

### **X. Branch Libraries discussion**

Fox

The Board approved of focusing on the branches in the FY 2017-18. Snyder suggested asking the Library Foundation for support with Grant writing. Fox agreed she would welcome the support.

### **XI. Executive session: Library Director evaluation**

Snyder

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

Snyder

### **XIII. Adjournment**

Snyder

The meeting was adjourned at 8:24pm.

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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**

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## **Intergovernmental Agreement**

Between the City of Cascade Locks, Oregon and the Hood River County Library District  
regarding space for the Cascade Locks Branch of the Hood River County Library  
District

DATE: \_\_\_\_\_, 2017.

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

City of Cascade Locks ("City")  
P.O. Box 308  
Cascade Locks, OR 97014

### **RECITALS**

- A. ORS 190.010 permits units of local government to enter into intergovernmental agreements for the performance of any or all functions that a party to the agreement has authority to perform.
- B. ORS 357.410(3) permits units of local government to provide joint public library or public library services or share in the use of facilities, under such terms and conditions as may be agreed upon.
- C. The City of Cascade Locks in Hood River County, OR agrees to continue to provide the current space occupied by the Cascade Locks Library Branch in the Cascade Locks City Hall, 140 SE Wa-Na-Pa St., Cascade Locks, OR, 97014, to the Hood River County Library District for branch library services in Cascade Locks. The Hood River County Library District agrees to continue branch library services to the City of Cascade Locks, OR, in the space provided except as provided in Section (D) below.
- D. The Hood River County Library District is currently in conversations with the Hood River County School District to move the Cascade Locks Library Branch to the Cascade Locks School, as part of Cascade Locks Community School Concept, as approved by Cascade Locks Downtown Revitalization Steering Committee on March 29, 2012, and attached in Appendix A. Should this move occur, the parties desire to terminate this Agreement.

**NOW, THEREFORE, in consideration of the mutual agreements of the parties, the parties agree as follows:**

### **DUTIES**

- A. HRCLD Duties:
  - 1. Pay an annual rent of \$1,600 to City for the Cascade Branch Library space in the City Hall. The rent will be due on July 15, 2017. Should the Cascade Locks Branch Library be moved as contemplated in Recital D above, the Library District shall pay a rent prorated based on the number of months, including partial months, in the year the space was occupied.
  - 2. Provide adult and children's library branch services in the space described in Recital C

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above.

3. Provide staff for library operations.
4. Provide at least 15 hours/week of open time.
5. Maintain equipment relating to library operations – computers, printers and the items comprising the library collection housed in the Cascade Locks Branch Library.

**B. City Duties:**

1. Provide the space currently occupied by the Cascade Locks Library Branch in the City Hall of Cascade Locks to HRCLD for continued use as the Cascade Locks Branch Library, except as provided in Recital D or as terminated in accordance with this Agreement.
2. Provide utilities, phone and Internet service required to operate the Cascade Locks Branch Library while it occupies the space at 140 Wa-Na-Pa St.
3. Provide janitorial and maintenance services for the Cascade Locks Branch Library while it occupies the space at 140 Wa-Na-Pa St.

**REVENUE**

- A. The Hood River County Assessor's Office estimates that the property tax revenue that will be paid to the HRCLD by the property owners of the City of Cascade Locks in November, 2017, will be \$31,021.91.
- B. All fees, fines and charges, collected by the Hood River County Library District, shall be the property of the HRCLD. ORS 190.020(1)(b).

**REAL OR PERSONAL PROPERTY**

- A. There shall be no transfer of title or possession to any real or personal property pursuant to this Agreement between City and HRCLD.
- B. City is the owner of the Cascade Locks Branch Library space in the City Hall of Cascade Locks.
- C. HRCLD is the owner of all computers, printers and the library collection materials in the branch library space, including but not limited to books, audio/video equipment, furniture, shelves and other library equipment.

**DURATION (ORS 190.020(1)(E))**

- A. This Agreement shall rescind and replace any prior agreements for library space between the parties. The term of this Agreement shall begin on July 1, 2017, and shall expire on June 30, 2018.
- B. HRCLD approves of the terms of the Memorandum of Understanding that was agreed to and approved by City and Hood River County on December 20, 2009. The parties wish to reaffirm and adopt as their own agreement, the section that states, "If the City adopts the resolution consenting to formation of the proposed library district, and the district decided to close the Cascade Locks branch at some future date, Cascade Locks could be withdrawn from the district pursuant to ORS 198.870 and would thereafter be free from assessments and taxes levied by the district." A copy of this Memorandum of Understanding is attached hereto as Appendix B and incorporated herein by this reference.

**TERMINATION**

- A. **TERMINATION By Mutual Consent:** This Agreement may be terminated at any time by mutual IGA – City of Cascade Locks and Hood River County Library District

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consent of both parties.

- B. **TERMINATION for Default or Breach:** Either HRCLD or City may terminate this Agreement in the event of a breach of the Agreement 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 fifteen (15) days, as the party giving the notice may authorize or require, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice. The rights and remedies of the parties provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Moving the Cascade Locks Branch Library as provided in Recital D of this Agreement shall not be considered a breach of of the Agreement.

## **AMENDMENTS**

This Agreement may be amended only by an instrument in writing executed by both parties, which writing must refer to this instrument.

## **INDEMNIFICATION**

HRCLD agrees to defend, hold harmless and indemnify City from any and all liability, damages, costs, expenses, and attorney fees arising out of the negligent act(s) or omission(s) of any officer, employee, board member, or agent of HRCLD while acting within the scope of their duties and authority as provided under the Oregon Tort Claims Act, ORS 30.260 to 30.300 for activities arising out of this Agreement.

City agrees to defend, hold harmless and indemnify HRCLD from any and all liability, damages, costs, expenses, and attorney fees arising out of the negligent act(s) or omission(s) of any officer, employee, board member, or agent of the City while acting within the scope of their duties and authority as provided under the Oregon Tort Claims Act, ORS 30.260 to 30.300 for activities arising out of this Agreement.

## **MEDIATION**

The Parties agree that, before resorting to any formal dispute resolution process concerning any dispute arising from or in any way relating to this Agreement (a "Dispute"), they will first attempt to engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests, including their continuing relationship. Party-principals agree to participate directly in the negotiations. Unless otherwise agreed in writing, the Parties shall have five (5) business days from the date the questioning party gives Notice (defined below) of the particular issue to begin these negotiations and 15 business days from the Notice date to complete these negotiations concerning the Dispute.

If the negotiations do not take place within the time provided above, or if the negotiations do not conclude with a mutually agreed upon solution within that time frame (or its agreed upon extension), the Parties agree to mediate any Dispute. If the Parties cannot agree upon a mediator, each shall select one name from a list of mediators maintained by any bona fide dispute resolution provider or other private mediator; the two selected shall then choose a third person who will serve as mediator. The Parties agree to have the principals participate in the mediation process, including being present throughout the mediation session(s). The Parties shall have 45 days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate (as stated above). The Parties agree that any mediated settlement agreement may be converted to an arbitration award or judgment (or both) and enforced according to the governing rules of Oregon civil procedure. The Parties further confirm their motivating purpose in selecting mediation is to find a solution that serves their respective and mutual interests, including their continuing business/professional relationship.

## **MISCELLANEOUS**

- A. Attorney Fees: In the event of any action or proceeding to enforce the terms of this Agreement,

IGA – City of Cascade Locks and Hood River County Library District

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the prevailing party shall be entitled to recover its reasonable attorney fees, in addition to costs and disbursement, at arbitration, trial, and on appeal.

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B. Counterparts: 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.

City of Cascade Locks, Oregon

Hood River County Library District

\_\_\_\_\_  
Gordon Zimmerman  
City Administrator

\_\_\_\_\_  
Sara Snyder  
Board President, Hood River County Library District

Date: \_\_\_\_\_, 2017

Date: \_\_\_\_\_, 2017

\_\_\_\_\_  
Attest: \_\_\_\_\_

\_\_\_\_\_  
Attest: \_\_\_\_\_

## **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, 2017. Unless extended or earlier terminated, this contract shall expire when HRCLD has accepted Contractor's completed performance on June 30, 2020. 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 \$16,800/year payable at a rate of \$1,400/month. Compensation will be reviewed on or by June 30, 2018, 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. 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

 6-15-17  
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.

## INTERGOVERNMENTAL AGREEMENT

### AGREEMENT REGARDING EXCHANGE OF LIBRARY SERVICES “Metropolitan Interlibrary Exchange”

This is an Agreement regarding library services among Clackamas County, Washington County, the Multnomah County Library District, and the Hood River County Library District pursuant to authority granted in ORS Chapter 190, and the Fort Vancouver Regional Library, a Washington inter-county rural library district, pursuant to authority granted in RCW Chapter 27.12, and the City of Camas, Washington, pursuant to authority granted in RCW Chapter 35A.27.010, herein referred to as “Party or Parties.”

#### PURPOSE:

The purpose of this Agreement is to exchange public library services offered by each Party to the residents of the areas served by the other Parties.

WHEREAS, the Parties desire to enter into an agreement for the exchange of library services which continues the program on the terms set forth below;

#### NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **EXCHANGE OF SERVICES.** The Parties shall each offer to residents of the other Parties, all library services provided to residents of their respective service areas upon the same terms and conditions applicable to the residents of their individual service areas, unless exceptions are agreed upon by all Parties. Each Party shall not be required to extend library services to residents of the other Parties who have had library privileges canceled for any reason.
2. **TERM.** The term of this Agreement shall be from execution through and including June 30, 2022. It is the intent of the Parties that this Agreement becomes effective on July 1, 2017.
3. **REVIEW.** The Manager of the Library Information Network of Clackamas County, the Director of Hood River County Library District, the Director of Multnomah County Library District, the Manager of the Washington County Cooperative Library Services, the Executive Director of Fort Vancouver Regional Library, and the Director of the City of Camas Library shall meet as needed to review library use covered by this Agreement, and to consider other cooperative efforts or ventures that might further services to residents.
4. **WITHDRAWAL AND TERMINATION.** This Agreement may be terminated upon the mutual agreement of all signatories or by the remaining Parties if other Parties have previously withdrawn. Any Party may withdraw from further participation in this Agreement for any reason upon ninety (90) days written notice to the other participating Parties.

5. **INDEMNIFICATION** Subject to the limitations and conditions of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300 and the limitations and conditions of the Washington Constitution, RCW Chapter 4.96, RCW 4.08.120, and RCW 4.24.470, each Party shall indemnify, defend and hold harmless all other Parties from and against all liability, loss and costs arising out of or resulting from the acts of that Party, its officers, elected officials, employees and agents in the performance of this Agreement.
6. **INSURANCE.** Each Party shall be responsible for providing worker's compensation insurance as required by law. The Parties shall not be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW.** Each Party in the State of Oregon shall comply with all federal, State of Oregon and Oregon local governmental laws and ordinances applicable to this Agreement. Each Party in the State of Washington shall comply with all federal, State of Washington, and Washington local governmental laws and ordinances applicable to this Agreement.
8. **NON-DISCRIMINATION.** Each Party in the State of Oregon shall comply with all requirements of federal and State of Oregon civil rights and rehabilitation statutes, and Oregon local governmental non-discrimination ordinances. Each Party in the State of Washington shall comply with all requirements of federal and State of Washington civil rights and rehabilitation statutes, and Washington local governmental non-discrimination ordinances.
9. **ACCESS TO RECORDS.** Each Party shall have access to the books, documents and other records of the other Parties which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law. Additionally, each Party may share information regarding patrons that have been convicted of crimes involving the use of their facilities or have been officially excluded from or trespassed on their facilities unless otherwise limited by law.
10. **SUBCONTRACTS AND ASSIGNMENTS.** None of the Parties will subcontract or assign any part of this Agreement without the written consent of the other Parties to this Agreement.
11. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement among each Party. This Agreement may be modified or amended only by written agreement of the Parties.
12. **GOVERNING LAW.** Except as otherwise provided in Paragraphs 5, 7 and 8 herein, the provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof.
13. **COUNTERPARTS.** 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.

**FOR CLACKAMAS COUNTY**

**Approved as to form:**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

County Counsel,  
Clackamas County

Date \_\_\_\_\_

**FOR MULTNOMAH COUNTY LIBRARY  
DISTRICT**

**Reviewed:**

By \_\_\_\_\_

Vailey Oehlke  
Director of Libraries

By \_\_\_\_\_

Multnomah County Attorney

Date \_\_\_\_\_

**FOR WASHINGTON COUNTY**

**Approved as to form:**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

County Counsel,  
Washington County

Date \_\_\_\_\_

**FOR FORT VANCOUVER REGIONAL  
LIBRARY**

By \_\_\_\_\_

Amelia Shelley  
Executive Director

Date \_\_\_\_\_



**FOR HOOD RIVER COUNTY LIBRARY  
DISTRICT**

**Approved as to form:**

By \_\_\_\_\_

By \_\_\_\_\_

Hood River County Library District

Title \_\_\_\_\_

Date \_\_\_\_\_

**FOR CITY OF CAMAS**

**Approved as to form:**

By \_\_\_\_\_

By \_\_\_\_\_

City Counsel, City of Camas

Title \_\_\_\_\_

Date \_\_\_\_\_

# HOOD RIVER COUNTY LIBRARY DISTRICT

## Compiled Financial Statements May 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  
Fax: (541) 296-6151

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

**INDEPENDENT ACCOUNTANT'S COMPILATION REPORT**

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

Management is responsible for the accompanying financial statements of Hood River County Library District, which comprise the balance sheet – cash basis as of May 31, 2017, and the related statement of revenues, expenditures and changes in fund balance – cash basis for the one month and 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 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.*  
June 15, 2017

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

**ASSETS**

	General Fund	Grants Fund	Capital Equipment Reserve Fund	Sage Library System Fund	Total
Current Assets:					
Cash in bank - Columbia State Bank	\$122,228				\$122,228
Cash with Hood River County	476,798	\$55,485	\$102,840	\$0	635,123
Petty cash	416				416
Total Current Assets	<u>599,442</u>	<u>55,485</u>	<u>102,840</u>	<u>0</u>	<u>757,767</u>
TOTAL ASSETS	<u>\$599,442</u>	<u>\$55,485</u>	<u>\$102,840</u>	<u>\$0</u>	<u>\$757,767</u>

**LIABILITIES & FUND BALANCES**

Liabilities					
Current Liabilities					
Payroll liabilities	\$497				\$497
Total Current Liabilities	<u>497</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>497</u>
Total Liabilities	<u>497</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>497</u>
Fund Balances:					
Unassigned	<u>598,945</u>	<u>55,485</u>	<u>102,840</u>	<u>-</u>	<u>757,270</u>
TOTAL LIABILITIES & FUND BALANCES	<u>\$599,442</u>	<u>\$55,485</u>	<u>\$102,840</u>	<u>\$0</u>	<u>\$757,767</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, 2017**

	General Fund	Grants Fund	Capital Equipment Reserve Fund	Sage Library System Fund	Total
<b>Revenues:</b>					
Donations and grants	\$15	\$11,397			\$11,412
Property tax revenues - current year	814,578				814,578
Property tax revenues - prior year	13,082				13,082
Fines and fees	13,948				13,948
Intergovernmental revenue		4,628		\$46,458	51,086
Interest revenue	5,635		\$649		6,284
Miscellaneous	0				0
<b>Total Revenues</b>	<b>847,258</b>	<b>16,025</b>	<b>649</b>	<b>46,458</b>	<b>910,390</b>
<b>Expenditures:</b>					
Personal services:					
Wages and salaries	360,995	69		35,660	396,724
Employee benefits	128,938			9,350	138,288
<b>Total Personal Services</b>	<b>489,933</b>	<b>69</b>	<b>0</b>	<b>45,010</b>	<b>535,012</b>
Materials and services:					
Bank charges	249				249
Building rental	3,200				3,200
Building maintenance	5,663	2,000			7,663
HVAC	14,057				14,057
Elevator	1,930				1,930
Telephone	3,519				3,519
Internet	4,694				4,694
Collection development	62,491	11,565			74,056
Technology	5,873	26			5,899
Accounting and auditing	20,783				20,783
Courier	1,901				1,901
Custodial services	21,056				21,056
Technical services	2,927				2,927
Library consortium	11,567				11,567
Copiers	1,233				1,233
Elections expense	0				0
Furniture and equipment	1,513	5,199			6,712
Insurance	10,874				10,874
Georgiana Smith Memorial Garden	26,987	7,490			34,477
Legal services	2,482				2,482
Professional services	0				0
Dues and subscriptions	2,360				2,360
Miscellaneous	3,386	355			3,741
Postage and freight	830				830
Printing	607				607
Programs	21,040	8,730			29,770
Advertising	625				625
Supplies - office	14,027	26			14,053
Travel	5,058			128	5,186
Training	1,472				1,472
Board development	0				0
Electricity	16,074				16,074
Garbage	1,308				1,308
Natural gas	5,334				5,334
Water & sewer - building	4,259				4,259
<b>Total Materials and Services</b>	<b>279,379</b>	<b>35,391</b>	<b>0</b>	<b>128</b>	<b>314,898</b>
Capital outlay	0	13,220	41,445		54,665
<b>Total Expenditures</b>	<b>769,312</b>	<b>48,680</b>	<b>41,445</b>	<b>45,138</b>	<b>904,575</b>
<b>Revenues Over Expenditures</b>	<b>77,946</b>	<b>(32,655)</b>	<b>(40,796)</b>	<b>1,320</b>	<b>5,815</b>
Other Financing Sources (Uses)					
Operating transfers in	5,198		40,000		45,198
Operating transfers out	(40,000)			(5,198)	(45,198)
<b>Total Other Financing Sources (Uses)</b>	<b>(34,802)</b>	<b>0</b>	<b>40,000</b>	<b>(5,198)</b>	<b>0</b>
<b>Revenues and Other Financing Sources (Uses) Over Expenditures</b>	<b>43,144</b>	<b>(32,655)</b>	<b>(796)</b>	<b>(3,878)</b>	<b>5,815</b>
Fund Balance - July 1, 2016	555,801	88,140	103,636	3,878	751,455
<b>Fund Balance - May 31, 2017</b>	<b>\$598,945</b>	<b>\$55,485</b>	<b>\$102,840</b>	<b>\$0</b>	<b>\$757,270</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 Eleven Months Ended**  
**May 31, 2017**

	Current Period Actual	Year to Date Actual	Annual Budget
<b>Revenues:</b>			
Tax revenues - current	\$25,311	\$814,578	\$799,956
Tax revenues - prior year	1,477	13,082	20,000
Fines and fees	1,038	13,948	12,000
Interest revenue	708	5,635	3,500
Donations	0	15	0
Miscellaneous	0	0	500
<b>Total Revenues</b>	<b>28,534</b>	<b>847,258</b>	<b>835,956</b>
<b>Expenditures:</b>			
Personal services:			
Wages and salaries:			
Library clerk I	509	5,207	6,855
Library clerk II	7,166	68,382	81,515
Library assistant I	4,031	45,801	60,817
Library assistant II	8,021	92,579	111,443
Librarian I	5,079	45,379	59,859
Librarian II	4,330	40,291	55,141
Library director	5,772	59,857	79,608
Other	0	3,499	0
Payroll taxes and benefits:			
Retirement	2,719	30,395	36,160
Social security	2,659	29,438	34,826
Workers' compensation	26	1,509	1,200
Health insurance	5,301	62,774	81,498
Unemployment insurance	456	4,822	5,918
<b>Total Personal Services</b>	<b>46,069</b>	<b>489,933</b>	<b>614,840</b>
Materials and services:			
Bank charges	16	249	250
Building rental	0	3,200	12,400
Building maintenance	80	5,663	15,000
HVAC	440	14,057	8,000
Elevator	320	1,930	2,000
Telephone	322	3,519	4,500
Internet	427	4,694	5,250
Collection development	5,280	62,491	75,000
Technology	109	5,873	20,000
Accounting and auditing	7,905	20,783	23,000
Courier	193	1,901	3,000
Custodial services	1,823	21,056	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 Eleven Months Ended**  
**May 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	10	1,233	1,100
Elections expense	0	0	2,000
Furniture and equipment	0	1,513	5,000
Insurance	0	10,874	10,000
Georgiana Smith Memorial Garden	1,158	26,987	21,000
Legal services	0	2,482	3,000
Professional services	0	0	0
Dues and subscriptions	24	2,360	4,000
Miscellaneous	149	3,386	1,000
Postage and freight	164	830	1,000
Printing	0	607	1,000
Programs	793	21,040	22,000
Advertising	80	625	1,000
Supplies - office	1,317	14,027	16,000
Travel	631	5,058	5,000
Training	230	1,472	1,750
Board development	0	0	1,500
Parking reimbursement	0	0	1,000
Electricity	1,391	16,074	20,000
Garbage	117	1,308	1,500
Natural gas	598	5,334	10,000
Water & sewer - building	376	4,259	4,500
 Total Materials and Services	 23,953	 279,379	 341,750
 Capital Outlay	 0	 0	 0
 Contingency	 0	 0	 100,000
 <b>Total Expenditures</b>	 70,022	 769,312	 1,056,590
 <b>Other Financing Sources (Uses)</b>			
Operating transfers In	5,198	5,198	0
Operating transfers out	(40,000)	(40,000)	(40,000)
 Total Other Financing Sources (Uses)	 (34,802)	 (34,802)	 (40,000)
 <b>Change in Fund Balance</b>	 <b>(\$76,290)</b>	 <b>\$43,144</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 Eleven Months Ended**  
**May 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	\$395	\$11,397	\$211,000
Intergovernmental revenue	0	4,628	0
<b>Total Revenues</b>	<u>395</u>	<u>16,025</u>	<u>211,000</u>
<b>Expenditures:</b>			
Personal services	0	69	0
Materials and services:	3,905	35,391	79,500
Capital outlay	0	13,220	175,000
<b>Total Expenditures</b>	<u>3,905</u>	<u>48,680</u>	<u>254,500</u>
<b>Change in Fund Balance</b>	<u><u>(\$3,510)</u></u>	<u><u>(\$32,655)</u></u>	<u><u>(\$43,500)</u></u>

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**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, 2017**

	<u>Current Period Actual</u>	<u>Year to Date Actual</u>	<u>Annual Budget</u>
<b>Revenues:</b>			
Interest revenue	\$81	\$649	\$400
<b>Other Financing Sources</b>			
Transfer from General Fund	40,000	40,000	40,000
<b>Total Revenues and Other Sources</b>	<u>40,081</u>	<u>40,649</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>\$40,081</u></u>	<u><u>(\$796)</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 Eleven Months Ended**  
**May 31, 2017**

	Current Period Actual	Year to Date Actual	Annual Budget
<b>Revenues:</b>			
Intergovernmental revenue	\$0	\$46,459	\$68,698
Donations	0	0	0
Grants	0	0	0
<b>Total Revenues</b>	<u>0</u>	<u>46,459</u>	<u>68,698</u>
<b>Expenditures:</b>			
Personal services:			
Wages and salaries:			
Librarian I	0	35,660	43,534
Payroll taxes and benefits:			
Retirement	0	2,884	3,918
Social security	0	2,706	3,330
Workers' compensation	0	27	50
Health insurance	0	3,331	6,000
Unemployment insurance	0	402	566
<b>Total Personal Services</b>	<u>0</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	<u>0</u>	<u>0</u>	<u>5,000</u>
Transfer to General	<u>5,198</u>	<u>5,198</u>	<u>0</u>
<b>Total Expenditures</b>	<u>5,198</u>	<u>50,336</u>	<u>68,698</u>
<b>Change in Fund Balance</b>	<u><u>(\$5,198)</u></u>	<u><u>(\$3,877)</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 Eleven Months Ended May 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	\$2,017	\$1,430	\$6,850	\$0	\$0	(\$900)	\$1,000	\$0	\$0	\$4,628	\$11,397
Intergovernmental revenue													4,628
<b>Total Revenues</b>	<b>1,000</b>	<b>0</b>	<b>2,017</b>	<b>1,430</b>	<b>6,850</b>	<b>0</b>	<b>0</b>	<b>(900)</b>	<b>1,000</b>	<b>0</b>	<b>0</b>	<b>4,628</b>	<b>16,025</b>
<b>Expenditures:</b>													
Personal services:													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>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>69</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>69</b>
Materials and services:													2,000
Building maintenance													11,365
Collection development				180	906		12		1,221		17		25
Technology					4,506				70	25	3,430	225	8,731
Programs													5,199
Furniture and equipment													7,490
Georgiana Smith Memorial Garden													26
Office supplies					50						(24)		355
Miscellaneous													0
Printing													
<b>Total Materials and Services</b>	<b>0</b>	<b>0</b>	<b>24,773</b>	<b>180</b>	<b>5,462</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>1,291</b>	<b>25</b>	<b>3,423</b>	<b>225</b>	<b>35,391</b>
Capital outlay	0	0	13,220	0		0	0	0	0	0	0	0	13,220
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>37,993</b>	<b>180</b>	<b>5,462</b>	<b>69</b>	<b>12</b>	<b>0</b>	<b>1,291</b>	<b>25</b>	<b>3,423</b>	<b>225</b>	<b>48,680</b>
Net Change in Fund Balance	1,000	0	(35,976)	1,250	1,388	(69)	(12)	(900)	(291)	(25)	(3,423)	4,403	(32,655)
Fund Balance - July 1, 2016	1,642	3,000	73,634	0	5,410	69	82	900	0	0	3,423	0	88,140
<b>Fund Balance - May 31, 2017</b>	<b>\$2,642</b>	<b>\$3,000</b>	<b>\$37,658</b>	<b>\$1,250</b>	<b>\$6,798</b>	<b>\$0</b>	<b>\$50</b>	<b>\$0</b>	<b>(\$291)</b>	<b>(\$25)</b>	<b>\$0</b>	<b>\$4,403</b>	<b>\$55,485</b>

See Independent Accountants' Compilation Report

**GENERAL FUND**  
**Resources**

Hood River County Library District

	Historical Data				RESOURCES DESCRIPTION	Budget for Next Year 2017-18		
	Actual			Adopted Budget This Year 2016-17		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
	Second Preceding Year 2014-15	First Preceding Year 2015-16	YTD actuals 3/31/2017					
1	578,384	597,340	740,247	575,000	Available cash on hand	515,000	515,000	
2	15,243	23,619	10,992	20,000	Previously levied taxes estimated to be received	15,000	15,000	
3	2,660	4,565	4,475	3,500	Interest	4,000	4,000	
4	13,152	13,061	11,507	12,000	Fines and fees	12,000	12,000	
5	325	-		-	Donations	-	-	-
6	49,111	-		-	Intergovernmental revenue	-	-	-
7	33	-		500	Miscellaneous revenue	-	-	
8								
9	658,908	638,585	767,221	611,000	Total resources, except taxes to be levied	546,000	546,000	-
10				799,956	Taxes estimated to be received	834,953	834,953	
11	759,419	788,107	786,455		Taxes collected in year levied			
12	1,418,327	1,426,692		1,410,956	TOTAL RESOURCES	1,380,953	1,380,953	-

**GENERAL FUND**  
**Detailed Requirements**

	Historical Data				REQUIREMENTS FOR: Hood River County Library District	Budget for Next Year 2017-18		
	Actual			Adopted Budget This Year 2016-17		Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body
	Second Preceding Year 2014-15	First Preceding Year 2015-16	YTD Actuals 3/31/17					
1					PERSONAL SERVICES			
2					Salaries			
3	6,414	4,979	4159	6,855	Library Clerk I	6,858	6,858	
4	49,699	71,363	53972	81,515	Library Clerk II	88,353	88,353	
5	79,239	81,946	37221	60,817	Library Assistant I	48,751	48,751	
6	63,374	83,810	75108	111,443	Library Assistant II	89,302	89,302	
7	63,875	30,751	34638	59,859	Librarian I	65,957	65,957	
8	49,116	41,581	31632	55,141	Librarian II	52,998	52,998	
9	65,110	76,065	48313	79,608	Library Director	70,658	70,658	
10	376,827	390,495	285043	455,238	Total Salaries	422,877	422,877	
11								
12					Benefits			
13	28,285	27,775	24717	36,160	Retirement	34,364	34,364	
14	29,414	27,860	23919	34,826	FICA	32,350	32,350	
15	246	1,122	1475	1,200	Workers' compensation insurance	1,500	1,500	
16	62,383	66,258	52177	81,498	Health insurance	99,000	99,000	
17	6,084	4,666	3836	5,918	Unemployment insurance	5,497	5,497	
18	126,412	127,681	106124	159,602	Total benefits	172,711	172,711	
19								
20	503,239	518,176	391,167	614,840	TOTAL PERSONAL SERVICES	595,588	595,588	
21					Total Full Time Equivalent (FTE)*	10.925	10.925	

22					<b>MATERIALS AND SERVICES</b>			
23	223	193	217	250	Bank charges	250	250	
24	3,700	3,700	3,200	12,400	Building rental	9,000	9,000	
25	22,454	11,627	5,379	15,000	Building maintenance	15,000	15,000	
26		11,691	8,715	8,000	HVAC	12,000	12,000	
27		1,830	1,610	2,000	Elevator	2,000	2,000	
28	10,496	-		-	Telecommunications	-	-	
29		4,819	2,873	4,500	Telephone	4,000	4,000	
30		5,099	3,841	5,250	Internet	5,500	5,500	
31	66,326	77,905	52,977	75,000	Collection development	55,000	55,000	
32	6,102	4,911	5,327	20,000	Technology	10,000	10,000	
33	12,260	29,300	12,878	23,000	Accounting and auditing	25,000	25,000	
34	1,824	1,475	1,468	3,000	Courier	3,000	3,000	
35	20,676	20,891	15,687	24,000	Custodial services	24,000	24,000	
36	6,156	3,015	2,927	4,000	Technical services	4,000	4,000	
37	10,500	11,340	11,567	12,000	Library consortium	12,000	12,000	
38	989	976	1,022	1,100	Copiers	1,500	1,500	
39	1,479	-	0	2,000	Elections	-	-	
40	3,722	3,167	1,512	5,000	Furniture and equipment	2,000	2,000	
41	3,872	4,254	10,874	10,000	Property and liability insurance	11,500	11,500	
42	11,306	16,472	23,583	21,000	Georgiana Smith Memorial Gardens	21,000	21,000	
43	1,837	2,575	2,273	3,000	Legal Services	3,000	3,000	
44		12,307	0	-	Professional services	-	-	
45	3,687	3,323	2,124	4,000	Membership dues	4,000	4,000	
46	876	451	3,595	1,000	Miscellaneous	1,000	1,000	
47	820	685	645	1,000	Postage/freight	1,000	1,000	
48	1,132	659	607	1,000	Printing	1,000	1,000	
49	15,439	18,727	19,555	22,000	Programs	20,000	20,000	
50	1,247	1,154	545	1,000	Advertising	1,000	1,000	
51	17,170	13,477	12,216	16,000	Office supplies	15,000	15,000	
52	5,087	5,759	4,298	5,000	Travel	5,000	5,000	
53	1,194	1,546	877	1,750	Training	1,500	1,500	
54	764	1,127	0	1,500	Board development	1,500	1,500	
55	-	-	0	1,000	Parking reimbursement	1,000	1,000	

56	36,408	-		-	Utilities	-	-	
57	-	17,203	13,347	20,000	Electricity	20,000	20,000	
58	-	1,387	1,073	1,500	Garbage	1,500	1,500	
59	-	5,497	3,944	10,000	Natural gas	10,000	10,000	
60	-	4,173	3,506	4,500	Water and sewer (building)	4,700	4,700	
61								
62	<b>267,746</b>	<b>302,715</b>	<b>234,262</b>	<b>341,750</b>	<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>307,950</b>	<b>307,950</b>	
63								
64	<b>50,000</b>	<b>50,000</b>	0	<b>40,000</b>	<b>TRANSFER TO CAPITAL RESERVE</b>	<b>28,000</b>	<b>28,000</b>	
65								
66	-	-	0	<b>100,000</b>	<b>CONTINGENCY</b>	<b>100,000</b>	<b>100,000</b>	
67								
68	<b>820,985</b>	<b>870,891</b>	<b>625,429</b>	<b>1,096,590</b>	<b>Total expenditures</b>	<b>1,031,538</b>	<b>1,031,538</b>	
69								
70	-		3,499	12,500	Vacation Reserve	13,400	13,400	
71	597,340	555,801			Ending Balance (Prior Years)			
72				<b>301,866</b>	<b>UNAPPROPRIATED ENDING FUND BALANCE</b>	<b>336,015</b>	<b>336,015</b>	
73	<b>1,418,325</b>	<b>1,426,692</b>		<b>1,410,956</b>	<b>TOTAL REQUIREMENTS</b>	<b>1,380,953</b>	<b>1,380,953</b>	

## 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 2017-18		
	Actual			Adopted Budget This Year 2016-17		Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body
	Second Preceding Year 2014-15	First Preceding Year 2015-16	YTD 3/31/2017					
1					RESOURCES			
2	57,573	97,830	103,636	80,000	Cash on hand	100,000	100,000	-
3	352	654	524	400	Interest	400	400	-
4	50,000	50,000	-	40,000	Transfer from General Fund	28,000	28,000	-
5								
6	107,925	148,484	104,160	120,400	TOTAL RESOURCES	128,400	128,400	-
7								
8					REQUIREMENTS			
9	10,095	44,848	41,445	75,000	Capital outlay	60,000	60,000	-
10								
11	97,830	103,636			Ending balance (prior years)			
12				45,400	RESERVED FOR FUTURE EXPENDITURE	68,400	68,400	-
13	107,925	148,484		120,400	TOTAL REQUIREMENTS	128,400	128,400	-



**SPECIAL FUND**  
**Resources and Requirements**  
**GRANTS FUND**

Hood River County Library District

	Historical Data				REQUIREMENTS DESCRIPTION	Budget for Next Year 2017-18		
	Actual			Adopted Budget This Year 2016-17		Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body
	Second Preceding Year 2014-15	First Preceding Year 2015-16	YTD 3/31/2017					
1					RESOURCES			
2	12,869	62,010	88,140	43,500	Cash on hand	45,000	45,000	-
3	28,946	33,062	7,223	150,000	Grants (specific purposes)	150,000	150,000	-
4	10,865	17,674	1,950	10,000	Friends of the Library donations	15,000	15,000	-
5	70,000	60,045	1,957	50,000	Library Foundation donations	60,000	60,000	-
6	-	-	-	1,000	Pat Hazelhurst Fund donations	1,000	1,000	-
7								
8	122,680	172,791	99,270	254,500	TOTAL RESOURCES	271,000	271,000	-
9								
10					REQUIREMENTS			
11					Personal services			
12					Salaries	-	-	-
13		12,210	69	-	Library Assistant II	-	-	-
14								
15		1,099			Benefits			
16		930		-	Retirement	-	-	-
17		3,408		-	Health insurance	-	-	-
18								
19		204		-	Other personal services	-	-	-
20								
21	24,997	17,851	69	-	Total personal services	-	-	-
22								
23					Materials and services			
24	18,802	12,479	7,542	20,000	Collection development	30,000	30,000	-
25	6,913	-	-	2,000	Technology	5,000	5,000	-
26	7,330	11,214	3,941	15,000	Programs	15,000	15,000	-
27	1,294	4,684	5,199	15,000	Furniture and equipment	50,000	50,000	-
28	1,334	12,964	9,897	27,500	Other materials and services	25,000	25,000	-
29								-
30	35,673	41,341	26,579	79,500	Total materials and services	125,000	125,000	

31								
32	-	25,459	13,220	175,000	Capital outlay	146,000	146,000	-
33								
34	62,010	88,140			Ending balance (prior years)			
35				-	UNAPPROPRIATED ENDING FUND BALANCE	-	-	-
36	122,680	172,791		254,500	TOTAL REQUIREMENTS	271,000	271,000	-

## SAGE LIBRARY SYSTEM FUND

## Resources and Requirements

Hood River County Library District

	Historical Data				REQUIREMENTS DESCRIPTION	Budget for Next Year 2017-18		
	Actual			Adopted Budget This Year 2016-17		Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body
	Second Preceding Year 2014-15	First Preceding Year 2015-16	YTD 2/28/2017					
1					RESOURCES			
2	-	-	-	-	Cash on hand	0	0	
3	-	56,839	38,400	68,698	Intergovernmental revenue	0	0	
4								
5	-	56,839	38,400	68,698	TOTAL RESOURCES	0	0	
6								
7					REQUIREMENTS			
8					Personal Services			
9					Salaries			
10	-	39,876	29,193	43,534	Librarian I	0	0	
11								
12					Benefits			
13	-	3,885	2,884	3,918	Retirement	0	0	
14	-	3,028	2,211	3,330	FICA	0	0	
15	-	102	24	50	Workers' compensation insurance	0	0	
16	-	4,958	3,331	6,000	Health insurance	0	0	
17	-	513	318	566	Unemployment insurance	0	0	
18								
19	-	52,362	37,961	57,398	Total personal services	0	0	
20								
21					Materials and services			
22	-	-	-	300	Membership dues	0	0	
23	-	599	128	3,000	Travel	0	0	
24	-	-	-	1,000	Training	0	0	
25	-	-	-	2,000	Other materials and services	0	0	
26								
27	-	599	128	6,300	Total materials and services	0	0	
28								
29	-	-	-	5,000	Contingency	0	0	
30								

31	-	599			Ending balance (prior years)			
32				-	<b>UNAPPROPRIATED ENDING FUND BALANCE</b>	<b>0</b>	<b>0</b>	
33	-	<b>52,961</b>		<b>68,698</b>	<b>TOTAL REQUIREMENTS</b>	<b>0</b>	<b>0</b>	

## **Resolution No. 2016-17.09**

### **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 2017-18 in the total of \$1,780,353, now on file in the Hood River Library

#### **Making appropriations**

Be it further RESOLVED, that the amounts for the fiscal year beginning July 1, 2017, 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 2017-18 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 20<sup>st</sup> day of June, 2017.

ATTEST:

\_\_\_\_\_  
Sara Snyder, President

\_\_\_\_\_  
Rachael Fox, Library Director

**Resolution No. 2016-17.09**  
**2017-18 budget adoption**

<i>FUND:</i>	<i>Personal Services</i>	<i>Materials &amp; Services</i>	<i>Capital Outlay</i>	<i>Debt Service</i>	<i>Interfun d Transfer s</i>	<i>Contingenc y</i>	<i>Special Paymen ts</i>	<i>(UEFB) Reserv e</i>	<i>Total</i>
<i>General Fund</i>	\$595,588	\$307,950	\$0	\$0	\$28,000	\$100,000	\$13,400	\$336,015	\$1,380,953
<i>Capital Reserve Fund</i>	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0	\$68,400	\$128,400
<i>Grants fund</i>	\$0	\$125,000	\$146,000	\$0	\$0	\$0	\$0	\$0	\$271,000
<i>Sage Library System Fund</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>TOTALS</i>	\$595,588	\$432,950	\$206,000	\$0	\$28,000	\$100,000	\$13,400	\$404,415	\$1,780,353

## **Resolution No. 2016-17.10**

### **Resolution authorizing vendors for online and automatic payment of bills in 2017-18**

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 2016-17.

- AT&T (telecommunications)
- CenturyLink (telecommunications)
- City of Hood River (water)
- Columbia Bank (bank fees, payroll deposits, and employee reimbursements)
- Gorge.net (telecommunications)
- Guardian Life Insurance Company of America (dental insurance)
- Harland Clarke (bank checks, deposit slips, and other documents)
- Hood River Electric Co-op (telecommunications)
- HRA VEBA (employee in-lieu health benefits)
- NW Natural (natural gas)
- Oregon Department of Revenue (state taxes)
- Pacific Power (electricity)
- PacificSource (medical and vision insurance)
- Ricoh (copier lease)
- Stamps.com (postage)
- T. Rowe Price (employee retirement)
- ThyssenKrup Elevator Corp. (building maintenance)
- US Treasury (federal taxes)
- Waste Connections/Hood River Garbage (garbage/recycling)

Adopted by the Board of Directors of Hood River County Library District this 20<sup>st</sup> day of June, 2017.

ATTEST:

\_\_\_\_\_  
Sara Snyder, 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 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-, 2017, and continuing through the 30th day of June, 2018, 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 **\$70,658** 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 20th day of July, 2017.

**Hood River County Library District:**

\_\_\_\_\_  
Sara Snyder, Board President

Date \_\_\_\_\_

**Director:**

\_\_\_\_\_  
Rachael Fox

Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Ruben Cleaveland  
Library District Legal Counsel

Date \_\_\_\_\_