

Board of Directors
Regular Meeting Agenda, Supplementary info
Tuesday, July 18, 2017, 7.00p
Jeanne Marie Gaulke Community Meeting Room
502 State St, Hood River
John Schoppert, Vice President



I. Swearing in new Board members	Schoppert
II. Additions/deletions from the agenda (ACTION)	Schoppert
III. Conflicts or potential conflicts of interest	Schoppert
IV. Board officer elections (ACTION)	Schoppert
V. Discussion vote to appoint new Board member (ACTION)	President
VI. Swear in new Board member	President
VII. Consent Agenda (ACTION)	President
i. Minutes from June 20, 2017 meeting	
ii. Invoice May 2017 Special District Elections fees	
VIII. Open forum for the general public	President
IX. Reports	
i. Friends update	Fox
ii. Foundation update	Fox
iii. June financial statements	Fox
iv. Director's report	Fox
X. Previous business	
XI. New business	
i. Appointing agents of record (ACTION)	President
ii. Establishing regular meeting time (ACTION)	President
iii. Legal services contract (ACTION)	President
iv. Discussion of Friends of the Library and Library Foundation liaisons	President
v. Discussion District Board annual planning session for 2017-18 fiscal year	President
vi. Review lease agreement Hood River County School District	President
XII. Agenda items for next meeting	President
XIII. Adjournment	President

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

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

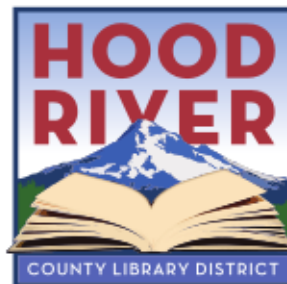
502 State Street
Hood River - OR 97031
541 386 2535

www.hoodriverlibrary.org

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.

Board of Directors
Regular Meeting Agenda, Supplementary info

Tuesday, July 18, 2017, 7.00p
Jeanne Marie Gaulke Community Meeting Room
502 State St, Hood River
John Schoppert, Vice President



I. Swearing in new Board members

Schoppert

Vice President John Schoppert will swear in the newly elected Board members.

Attachments:

- I.a. Oath of office - Karen Bureker
- II.b.Oath of office - Megan Janik
- II.c.Oath of office - Sara Marsden

II. Additions/deletions from the agenda (ACTION)

Schoppert

III. Conflicts or potential conflicts of interest

Schoppert

IV. Board officer elections (ACTION)

Schoppert

Annually, the Board elects a President and Vice President, as delineated in the Board Governance Policy. At the June meeting, Sheppard agreed to be nominated as President for the 2017-18 fiscal year, and it was suggested Bureker might be willing to be nominated as the Vice President. Further nominations can be taken from the floor, too. Successful candidates require a majority of the vote in favor. The newly elected President will need to state the new President, Vice President, Library Director Rachael Fox and Assistant Director Arwen Ungar are authorized to sign checks for the District. Then Fox will alert the bank to update the bank signature card.

V. Discussion vote to appoint new Board member (ACTION)

President

VI. Swear in new Board member

President

Attachments:

- VI.Oath of office - Brian Hackett

VII. Consent Agenda (ACTION)

President

i. Minutes from June 20, 2017 meeting

Attachments:

- VII.i. Minutes from June 20, 2017 meeting

ii. Invoice May 2017 Special District Elections fees

Attachment:

- VII.ii.a. Invoice Hood River County
- VII.iii.b. Board Governance Policy

This invoice was received after our June 20, 2017 District Board meeting. Schoppert and I discussed and agreed to pay this invoice in June to ensure it came out of the correct fiscal year 2016-17 for which it was budgeted. I was unaware the charge would be over \$2,000, until I received the invoice. My predecessor had allocated \$2,000 for elections expenses for fiscal year 2017-18. I had referenced our Financial Management Policy and found, "The Board of Directors shall approve all expenditures for supplies, materials, equipment, or any contract obligating the District in excess of \$3,000 except with the following exceptions: Purchase of emergency services or materials which cannot be delayed until the next Board meeting but exceed \$3,000. Such purchases must be approved by the Board President and comply with ORS." I have been contemplating the wording of this exception in the policy and I am checking with our attorney to determine if this correctly covers this situation and will report my findings to the Board. Since this

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invoice exceeds my spending authority. I'm alerting the Board to the invoice and requesting it be formally approved.

VIII. Open forum for the general public

President

IX. Reports

i. Friends update

Fox

The Friends of the Library are on break for the summer. However, the annual Friends of the Library picnic potluck will be on Tuesday, August 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.

ii. Foundation update

Fox

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

iii. June financial statements

Fox

IX.iii. June financial statements

We have ended the fiscal year on a positive note! We will carry over \$533,901 in the General Fund into the next fiscal year. I had estimated we would carry over \$515,000. Please note we have ended the year under budget in the following overall categories:

In the General Fund:

- Materials and Services spent \$302,123 and budgeted \$341,750
- Personal services spent \$539,229 and budgeted \$614,840

We will carryover \$102,995 in the Capital Equipment Reserve fund and \$51,396 in the Grants fund.

iv. Director's report

Fox

Facilities

- Our new technician from Northwest Control discovered two fans on the roof were out of order. These fans control the air floor in our public restrooms. One has been fixed and the other until needs a new motor, which should be replaced soon.
- We have had a few minor issues with a section of our HVAC system which the technicians have cleaned components and replaced parts. It has been running smoothly.
- A delivery driver backed into our overhang in the loading zone on the east end of the building. I have contacted the driver's insurance and we are awaiting repairs.
- A tree on the north side of the property, between our property and the building on 4th and State, has almost died and needs to be removed. Our tree service, Braun Arboricultural, estimates it will cost around \$500 to remove the tree. I'm working with the neighbor to coordinate the removal, because it would be helpful and save the library money to access the tree from their parking lot. In addition, all of our trees over 15' need attention. I'm working with our tree service to look at any immediate dangers which need to be addressed right away and provide an estimate. Then we will work together to set up a regular maintenance schedule to keep the trees safe and in good health. Our Landscape Maintenance firm cares for all our trees under 15'.
- I am now working one shift per week in Parkdale to prepare for the branch update. Volunteers will assist with cleaning, removing excess furniture, and preparing the painting and carpet replacement. We have \$26,000 from the Library Foundation to update the Parkdale and Cascade Locks branches. We have planned to do a minor update and Parkdale and then use the rest of the funds for the Cascade Locks branch.
- Staff have been busy weeding our collections at all three branches. We have set up a regular plan for staff who oversee collections to weed at least one to two times per year. This allows the collection to remain up-to-date and makes room for our new materials.
- This past year the Library Foundation raised money to replace worn furniture in Hood River. I will work with a few companies to get pricing and will also price furniture for the Parkdale and Cascade Locks branches.
- We do not have good signage at any of our three branches but it is definitely needed. In the

future, I would like to see consistent and clear signage at all three branches. I am contacting a few firms to get price quotes and look at a plan to get funding for project. I'll bring my findings to the Board.

Personnel

- Starting in September I would like to ask a staff member each month to attend our Board meetings to provide a short 5-10 minute presentation regarding their position, duties and then answer any questions from the Board. I have tentatively scheduled the following staff:
 - September – Jana Hannigan, Children's Services Librarian and Yeli Boots, Children's Services Assistant
 - October – Rachel Timmons, Teens Services Librarian
 - November – Arwen Ungar, Assistant Director (Adult programming)
 - December – Patty Lara-Martinez, Outreach Specialist
 - January – Michele Dearing, Collection Development Specialist
 - February – Anna Lim, Cataloging Specialist

X. Previous business

None.

XI. New business

i. Appointing agents of record (ACTION)

President

Attachments:

- XI.i. Resolution 2017-18.01, establishing agents of record

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

ii. Establishing regular meeting time (ACTION)

President

Attachments:

- XI.ii. Resolution 2017-18.02, establishing a regular meeting time

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

iii. Legal services contract (ACTION)

President

Attachments:

- VII.v.iii.a. Resolution 2017-18.03, renewing legal services contractors
- VII.v.iii.b Updated contract

Our legal contract with Annala, Carey, Baker, Thompson & VanKoten, P.C., for legal services expired June 30, 2017. The payable rate is \$175/hour. Ruben Cleaveland took over providing service to the District in 2016. Cleaveland's services have been invaluable, and he has also been easy to work with. Since we are now working with Cleaveland as our Attorney with the firm, he has drafted a new contract, which is for two years and can be renewed. First the contract needs to be approved and then the Board can pass the attached resolution renewing our legal services contractors.

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

President

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

volunteer support. I also attend all the meetings and can report to the Board.

- Friends of the Library – meet second Tuesday of each month from 12:00-1:00pm. They do not meet in July, August, or December.
- Library Foundation – meets the first Wednesday of each month from 5:30-7:00pm. They do not meet in July or August.

v. Discussion District Board annual planning session for 2017-18 fiscal year President

According to the Board Governance Plan, section M, the Board shall undertake an annual planning session. The District Board have completed the following planning sessions:

- Strategic Planning Session with Mary Kay Dahlgreen, Oregon State Librarian (2011-2012)
- Planning session for young adult services with Katie Anderson, Youth Services Consultant at the Oregon State Library (2012-2013)
- Facilities planning session with architect Rich Turi (2013-2014)
- Technology Planning Session, Darci Hanning, Technology Development Consultant in Library Support & Development at the Oregon State Library (2014-2015)
- Strategic Plan with Penny Hummel (2015-16)
- Technology replacement and maintenance plan with Ken Jacobs (2016-17)

This year I suggest we focus on Safety for the District. This can be a four part process, which will involves a Board Planning session. I recommend we use the services of Special Districts of Oregon, which the District is a member. We also have our liability insurance through Special Districts Insurance Services.

- First, a representative from Special Districts of Oregon can visit our facilities and conduct an assessment and provide a report.
- Second, a Management Consulting Group will offer a specific training for Board members regarding the roles and responsibilities for Board members. During this session, we can also discuss the report from SDAO and plan to address the issues. In addition, we'll discuss a plan for staff to have annual training sessions on safety issues and emergency procedures.
- Third, we'll have training for our staff safety committee members to ensure we are following OR-OSHA rules regarding Safety Committee meetings and ensure we are doing our quarterly inspections of the building correctly.
- Fourth, I'll present a report at a regular Board regarding our plan to address any safety issues and staff training.

vi. Review lease agreement Hood River County School District President

Attachment:

- XI.vi.a.. DRAFT – IGA – Hood River County School District [2018-2022]
- XI.vi.b. DRAFT – Hood River County School District – Appendix A

This is a draft of the latest lease agreement between the District and Hood River County School District. I will meet with Dan Goldman on Thursday, August 17, 2017 to further discuss the agreement.

As mentioned in a previous Board meeting and at the recent Budget Committee meetings, my goal is to complete the branch move by the end of June 2018. I will propose to Dan the lease begins January 1, 2018.

This fall we will complete the Parkdale remodel and this will help determine how much money we have left for the Cascade Locks branch. This fall I will also get price quotes for the various projects involved in updating the space in Cascade Locks and for furniture and equipment. With the remaining funds, I would like to begin work on the space in January, which will involve painting and installing new carpets. I have requested the Library Foundation be willing to focus their annual Feast of Words

fundraiser in March of 2018 on the Cascade Locks Branch. The Foundation will most likely discuss my request at their September or October meeting.

XII. Agenda items for next meeting

President

- i. Review Technology maintenance and replacement plan
- ii. Review Strategic Goals

XIII. Adjournment

President

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

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

The Board of Directors meets on the 3rd Tuesday each month from 7.00 to 9.00p 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.

Oath of Office

I, Karen Bureker, on this date of July 18, 2017, do solemnly swear, that I will support the Constitution of the United States, the Constitution of the State of Oregon, the laws thereof, and the policies of the Hood River County Library District, and that I will faithfully discharge the duties of Director to the best of my ability.

Signed:

_____ Board Member

Attest:

_____ Board Secretary

Attest:

_____ Board Vice President

Oath of Office

I, Megan Janik, on this date of July 18, 2017, do solemnly swear, that I will support the Constitution of the United States, the Constitution of the State of Oregon, the laws thereof, and the policies of the Hood River County Library District, and that I will faithfully discharge the duties of Director to the best of my ability.

Signed:

_____ Board Member

Attest:

_____ Board Secretary

Attest:

_____ Board Vice President

Oath of Office

I, Sara Marsden, on this date of July 18, 2017, do solemnly swear, that I will support the Constitution of the United States, the Constitution of the State of Oregon, the laws thereof, and the policies of the Hood River County Library District, and that I will faithfully discharge the duties of Director to the best of my ability.

Signed:

_____ Board Member

Attest:

_____ Board Secretary

Attest:

_____ Board Vice President

Oath of Office

I, Brian Hackett, on this date of July 18, 2017, do solemnly swear, that I will support the Constitution of the United States, the Constitution of the State of Oregon, the laws thereof, and the policies of the Hood River County Library District, and that I will faithfully discharge the duties of Director to the best of my ability.

Signed:

_____ Board Member

Attest:

_____ Board Secretary

Attest:

_____ Board Vice President

Board of Directors
Regular Meeting Minutes
Tuesday, June 20, 2017, 7:00p
Jeanne Marie Gaulke Community Meeting Room
502 State St, Hood River
Sara Snyder President
Notes prepared by Rachael Fox



Present: Rachael Fox (Staff), Sara Snyder, Jean Sheppard, John Schoppert, Sara Marsden (public), Megan Janik (public), Stan Sales (public)

I. Additions/deletions from the agenda (ACTION)

Snyder

President Sara Snyder called the meeting to order at 7:00pm. John Schoppert stated he would like to add to the agenda his need to resign from the Board. Snyder stated we could add the topic under new business. Bureker moved to approve the agenda as amended. Schoppert seconded. The motion carried unanimously.

II. Actual or potential conflicts of interest

Snyder

None stated.

III. Consent agenda (ACTION)

Snyder

i. Minutes from May, 16, 2017 meeting

ii. Cascade Locks Library lease agreement with City

iii. Accounting contract (ACTION)

iv. MIX contract

Sheppard moved to approve the approve the consent agenda. Schoppert seconded. The motion carried unanimously.

IV. Open forum for the general public

Snyder

Megan Zanik (Cascade Locks), Stan Sales (Hood River) and Sara Marsden (Hood River), members of the public were present.

V. Reports

i. Friends update

Fox

There was nothing to add to the written report.

ii. Foundation update

Fox

Fox had nothing to add to the written report. Stan Sales from the Library Foundation added he was present at the design meeting for the Japanese Garden and he thought the designer, Sadafumi Uchiyama, is a good choice. Uchiyama recently redesigned the Portland Japanese Gardens.

iii. May financial statements

Fox

Snyder asked how much the District will carry over into the next fiscal year. Fox stated we should carry over at least \$515,000 and perhaps more.

iv. Director's report

Fox

There was nothing to add to the written report.

VI. Previous business

VII. New business

Snyder

i. 2017-18 budget approval (ACTION)

I. Budget hearing

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President Snyder opened the budget hearing at 7:33pm. She closed it at 7:34pm, as no public were present. Schoppert moved to approve Resolution 2016-17.09, adopting the budget, making appropriations, imposing taxes, and categorizing taxes. Sheppard seconded. The motion carried unanimously.

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

Sheppard moved to approve Resolution 2016-17.10, approving recurring and online payments for 2017-18. Schoppert seconded. The motion carried unanimously.

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

Snyder

Snyder stated the newly elected Board members will need to be sworn in. The new President and Vice-President will be elected. Then the Board can appoint the new Board member. Snyder stated the positions are for one year and there is no limit on duration. Jean Sheppard said she is willing to be the President of District Board for fiscal year 2017-18. Snyder asked Janik and Marsden if they would be interested in serving. Both stated they would prefer to sit on the Board first. Snyder suggested asking Karen Bureker to be Vice President. Marsden stated she would be willing to serve, if there was no one else available. Snyder also mentioned the July meeting would be an ideal time to also select liaisons for the Friends of the Library and Library Foundation meetings.

iv. Discussion of the regular meeting time

Snyder

The current Board discussed keeping the same time for fiscal year 2017-18. Snyder mentioned at the July meeting the Board will need to appoint the agents of record.

v. Library Director contract renewal (ACTION)

Snyder

Sheppard moved to approve the contract. Schoppert seconded. The motion carried unanimously. Snyder stated July would also be a good time to discuss the annual Board planning session. Fox stated she would add that to the agenda and hoped to hold the planning session in the Fall since the Spring is often a busy time for the District. Snyder stated it would be helpful to continue to review policies to make sure they are kept current and up to date.

vi. Board member discussion

John Schoppert stated he needs to resign due to his current enrollment in a Phd program. Schoppert suggested the fourth candidate who recently ran for the District Board, Brian Hackett might be willing to fulfill the remaining two years of his term. Fox stated she would contact Hackett and report back to the Board.

VIII. Agenda items for next meeting July 18, 2017

Snyder

IX. Adjournment

Snyder

The meeting adjourned at 8:23pm.

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

- ORS 192.660 (1) (d) Labor Negotiations
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- ORS 192.660 (1) (i) Personnel

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BRIAN D. BEEBE
HOOD RIVER COUNTY - DEPT OF RECORDS
601 STATE STREET
HOOD RIVER, OREGON 97031-2093

Invoice for Account # 156
Batch #4153 Batch Date: 06/15/2017

01-636
Paene
6-20-17

To: HOOD RIVER COUNTY LIBRARY DISTRICT
ATTN: BUZZY NIELSEN
502 STATE STREET
HOOD RIVER, OR 97031

#41675

Receipt #: 53608 Receipt Date: 06/15/2017 Amount Due: \$3,062.73 Comments: MAY 2017 SPECIAL DISTRICT ELECTION
MISCELLANEOUS 2017-01181 6/15/2017 8:20:47 AM MISC-EC: ELECTION COSTS
Total Amount Due: \$3,062.73

Chart Of Accounts Summary

101.4501.341.10.04.EL	Election Fees	\$3,062.73
		\$3,062.73

PLEASE RETURN YOUR PAYMENT TO THE CLERK'S OFFICE ASAP
IF YOU HAVE ANY QUESTIONS PLEASE CONTACT
US AT (541) 386-1442.

Board Governance Policy



I. Membership

A. *Composition*

- I. The Directors of the District are a Board of five members elected by the electors of the District. (ORS 357.226-357.236).
- II. Any elector residing within the District is qualified to serve as a Board member (ORS 357.226). Current District employees or officers may not serve as Board members.
- III. Board members are elected at large.

B. *Term of office*

Board members shall serve staggered four-year terms or until election and qualification of a successor (ORS 357.231).

C. *Vacancies*

Vacancies on the Board due to resignation or incapacity to serve are to be filled by the remaining members of the Board in accordance with ORS 198.320.

D. *Interaction Agreement*

In its work together, the Board always shall seek the best outcomes for the District, its users, and its taxpayers. The Board shall listen carefully to one another and strive to hear the best elements of a suggestion. The Board shall seek to create an atmosphere where differences of opinion are expressed freely. The Board shall involve each other in discussions they have about the District to ensure that everyone is able to make informed decisions. The Board shall speak carefully to respect the time and feelings of its volunteer colleagues. The Board shall celebrate its successes and persevere through difficult times.

E. *Education*

Board members should be aware of the requirements of the Oregon Government Ethics laws and all other laws and policies pertaining to the District and ethical standards expected of members. Members are required regularly to attend or view conferences, and other trainings relevant to District business.

F. *Board Candidates*

District staff shall cooperate impartially with candidates for the Board and provide them with information about Board policies, administrative regulations, and other aspects of the District.

G. *Orientation of new Board members*

The Board and District staff shall assist each new member-elect and appointee to understand the Board's functions, policies, procedures, and legal & ethical responsibilities before s/he takes office.

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II. Ethics

A. *Education*

Board members should be aware of the requirements of the Oregon Government Ethics laws and all other laws and policies pertaining to the District and ethical standards expected of members. Members are expected to attend or view conferences, and other trainings relevant to District business.

B. *Financial Gain*

Board members are prohibited from using their position to receive certain financial benefits if the opportunity for the benefit would not otherwise be available but for their position, including benefits for themselves, a relative as defined by Oregon law, a member of the Board member's household, or a business with which the board member, a relative, or a member of the Board member's household is associated.

C. *Compensation*

Board members may receive expense reimbursement, honorariums, unsolicited awards for professional achievement, and some gifts as allowed by Oregon Government Ethics laws.

D. *Gifts*

No Board member shall solicit or receive any gifts with a total value of more than \$50 from any single source who could reasonably have a financial interest in the member's official actions. A gift is defined as something of value for which the Board member does not pay an equal value, including entertainment. This provision only restricts gifts from sources that have an administrative or legislative interest in the Board member's actions; unlimited gifts may be accepted from a source that does not have a legislative or administrative interest.

E. *Conflicts of interest*

Board members must declare actual or potential conflicts of interest and their nature.

- I. Actual conflicts occur when the Board member's action would affect financial interest as defined in section B above. Following announcement of the actual conflict, Board members with actual conflicts may not participate in the official action that gave rise to the conflict.
- II. Potential conflicts when the Board member's action could affect financial interest as defined in section B above. Following announcement of the potential conflict, Board members with potential conflicts may participate in the official action that gave rise to the conflict.
- III. If a Board member has an actual conflict and his/her vote is necessary to meet the minimum number of votes required for official action, the board member may vote. Prior to consideration of the matter, the Board member must make the required announcement and refrain from any discussion, but may participate in the vote. This provision only applies in circumstances when all Board members are present and the number of members who must refrain due to actual conflicts make it impossible for the Board to take official action.

III. Officers

A. *Officers and duties.*

- I. The officers of the Board shall be a President, Vice President, and Secretary.
- II. The President shall perform those duties prescribed by this policy, the Oregon Revised Statutes, and the parliamentary authority. The President's role as presiding officer of the Board does not affect their right to vote. The President shall sign official District documents on behalf of the Board when authorized by the Board.
- III. The Vice President shall have the powers and duties of the President in their absence.
- IV. In the absence of the President and Vice President, the remaining three members shall elect a temporary Presiding Officer.
- V. The Library Director shall serve as Secretary of the District. The Director may delegate any of the secretary's duties to staff. The Secretary shall perform those duties prescribed by this policy, the Oregon Revised Statutes, and the parliamentary authority. The Secretary is an *ex-officio*, non-voting member of the Board. (ORS 357.226.)

B. *Nominations and elections*

- I. Nominations for President and Vice President shall be taken from the floor at the start of the first regular meeting in July.
- II. Elections shall be held by voice vote. The candidate receiving a majority of votes cast shall be elected.

C. *Term of office*

The President and Vice President shall serve for one year or until their successors are elected. Their term of office shall begin upon election.

D. *Vacancies*

A vacancy in the President or Vice President position shall be filled by the Board for the unexpired portion of the term of the vacant office at the next regular or special meeting.

E. The majority (three members) of the full Board is necessary to adopt a motion, resolution, ordinance, or to take any other action.

IV. Responsibilities

A. The Board shall:

- I. Formulate District policies.
- II. Take action as necessary for operation of the District by use of ordinances, resolutions, and motions.
- III. Appoint the Library Director, who is recognized as having full executive and administrative authority to manage daily operations consistent with District policy and procedure.
- IV. Supervise the Library Director.
- V. Employ all necessary agents and assistants.

- VI. Arrange for legal representation and consultation. Legal counsel shall report to and be responsible to the Board but shall communicate with the Board primarily through the President and Library Director. Individual Board members shall refrain from communicating with legal counsel without the consent of the President or explicit Board direction.
- VII. Arrange for deposit and distribution of tax funds, grant monies, and donations. (ORS 357.276)
- VIII. Oversee budget
 - a. Establish a Budget Committee. (ORS 294.414)
 - b. Appoint a Budget officer, generally the Library Director who shall prepare or supervise preparing the budget document under the direction of the Board. (ORS 294.331)
 - c. Approve the annual budget and assess, levy, and collect property taxes (including setting the tax rate within the limits approved by the electors) as per ORS 357.261(4)
 - d. Oversee District finances.
- IX. Develop long-range strategic plans for the District.
- X. Approve all contracts exceeding the Library Director's spending authority.
- XI. Approve employee salary schedules and benefits.
- XII. Appoint committees as needed for the operation of the District. Committees have no powers except those delegated by the Board.
- XIII. Take other such action as consistent with Oregon law including ORS 357.261, as the Board deems appropriate.

B. *Limitations on individual Board members*

- I. Board members have no individual powers separate from the powers of the Board and have no authority to act individually without authorization from the Board. These restrictions include unauthorized involvement in personnel matters.
- II. A Board member shall act as a spokesperson for the Board only when so designated. When not representing the agreed position of the Board, members must identify their statements as their personal opinions and not those of the Board.
- III. The Board, by majority vote of the full Board, may suspend all or a portion of these policies and procedures, provided that such suspension is consistent with Oregon law.

C. *Discipline*

If necessary, the Board may discipline a Board member who does not follow its adopted rules and policies.

V. Meetings

A. *Public meeting law*

All Board meetings and work sessions shall be conducted in accordance with Oregon Public Meetings Law.

- I. All meetings of the Board shall be open to the public except as otherwise provided by Oregon Public Meetings Law.
- II. Every regular and work session shall include opportunity for public comment. The

presiding officer may limit the length of public comment and may revoke permission to speak if a speaker's comments are unduly repetitive, disruptive, or ad hominem.

B. Regular meetings

Regular meetings of the Board shall be held monthly on a regularly-scheduled day of the month. The day and time shall be set by resolution annually during the regular meeting in July.

- I. The Board may cancel or reschedule the date or dates of regular meetings as it deems fit, subject to the notice provisions of the Oregon Public Meetings Law.

C. Work sessions

Work sessions of the Board may be called by the President or by three Board members.

- I. Subjects discussed at a work session shall be limited to the agenda items.
- II. Final decisions shall not be made at a work session.
- III. A work session may be held in conjunction with a regular or special meeting. Final action may be taken at a regular or special meeting held in conjunction with a work session or at the next regular or special meeting.

D. Special meetings

Special meetings may be held at the request of the President or any three members of the Board. If the President is absent from the District, special board meetings may be held at the request of the Vice President. No special meeting shall be held upon less than twenty-four hours public notice.

E. Emergency meetings

Emergency meetings may be held at the request of persons entitled to call special meetings, upon less than twenty-four hours notice in cases of emergency. An emergency exists where there are objective circumstances that create a real and substantial risk of harm to the District if action is delayed. The caller(s) of the meeting shall state the reasons for calling it and why it could not be delayed. The Board shall then determine if the reasons are sufficient to hold an emergency meeting, and the minutes for such a meeting shall describe the emergency justifying less than 24 hours' notice. Only business related directly to the emergency shall be conducted at an emergency meeting.

F. Executive sessions

- I. Shall be held in accordance with Oregon Public Meetings Law.
- II. The applicable statute must be stated prior to the meeting.
- III. The Board shall not make any final decisions during executive session.
- IV. Board members, staff, media representatives, and other persons present shall not discuss or disclose executive session proceedings outside of the executive session without prior authorization of the Board as a whole.

G. Location

All Board meetings shall be held within the geographic boundaries of the District, except for training sessions held without any deliberative action. Meetings typically shall be held at the Hood River Library in the community meeting room.

H. Quorum

A majority of the Board (three members) shall constitute a quorum.

I. Agenda

The agenda shall be set by the Library Director in consultation with the President. Meetings should generally be limited to published agenda topics, although by agreement of a majority of the Board members, additional topics may be added.

J. Notice

Notice of the time, place, and principal agenda topics shall be given for all meetings as soon as is feasible. Notices shall be sent to Board members, local media, persons who have requested notice in writing, and any persons whom the District knows may have a special interest in a particular action, unless such notification would be unduly burdensome or expensive. The agenda shall also be posted at all District library branches. Notice for meetings called only to hold executive sessions shall be given in the same manner as notice for other meetings set forth above except that the notice need only indicate the general subject matter to be considered at the executive session and the statutory basis for convening an executive session.

K. Accessibility

- I. No meeting shall be held in any place where discrimination on the basis of gender, gender identity, sexual orientation, race, color, religion, veteran status, national origin, ancestry, age, marital status, family relationship, political affiliation, or physical or mental disability is practiced. All meetings shall be held in places accessible to the handicapped.
- II. The District shall provide upon request interpreters for the hearing impaired as provided for by Oregon Public Meetings Law.

L. Minutes

Minutes must be kept of all Board meetings and Board-appointed committee meetings. Minutes shall include a list of present Board or committee members, all motions, proposals, resolutions, orders, ordinances, and measures proposed and their disposition, results of all votes, including the vote of each member by name, and the substance of any discussion on any matter. Minutes for executive sessions shall be kept and retained separately.

M. Planning session

The Board shall undertake an annual planning session.

N. Virtual participation

Except for hearings on quasi-judicial matters and executive sessions, members may participate in meetings via teleconference, videoconference, web conference, or other technologies allowing synchronous communication among members. Notice and opportunity for public access shall be provided when meetings are conducted by electronic means. Notices shall be made using the same requirements as in-person meetings.

VI. Committees

A. Budget Committee

The Budget Committee shall be a standing committee of the Board.

- I. The committee shall consist of the five members of the Board and five appointed electors within the District. Appointed members cannot be officers, agents, or employees of the District.
- II. Committee members shall serve for three years. Their terms shall be staggered so that as near as possible one third of the terms of the appointed members shall end each year.
- III. Appointed members may not receive any compensation for their service on the committee.
- IV. A vacancy on the committee shall be filled by the Board for the unexpired portion of the term at the next regular or special meeting.

B. Special committees

- I. Special committees may be appointed at the discretion of the Board or President as necessary to assist the Board in accomplishing its purposes.
- II. Special committee members need not be members of the Board.

C. Public meeting rules

Meetings of Board committees are subject to the Oregon Public Meetings Law.

VII. Parliamentary Authority

The latest edition of *Robert's Rules of Order Newly Revised* shall govern the Board in all cases in which they are applicable and in which they are not inconsistent with the Oregon Revised Statutes, this policy, and any special rules of order the Board may adopt.

VIII. Amendments

The Board Governance Policy may be amended by resolution at any regular or special meeting provided that at least five days notice is given and a majority of Board members vote in favor.

Approved by the Board of Directors, April 5, 2011
Last amended, February 16, 2016

**HOOD RIVER COUNTY
LIBRARY DISTRICT**

**Compiled Financial Statements
June 30, 2017**

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

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

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

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

OFFICES:

100 EAST FOURTH STREET
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INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

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

Management is responsible for the accompanying financial statements of Hood River County Library District, which comprise the balance sheet – cash basis as of June 30, 2017, and the related statement of revenues, expenditures and changes in fund balance – cash basis for the one month and twelve months then ended, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

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

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

The supplementary information contained on pages 4 through 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
July 13, 2017

Hood River County Library District
Balance Sheet - Cash Basis
June 30, 2017

ASSETS

	General Fund	Grants Fund	Capital Equipment Reserve Fund	Sage Library System Fund	Total
Current Assets:					
Cash in bank - Columbia State Bank	\$48,006				\$48,006
Cash with Hood River County	485,479	\$51,396	\$102,995	\$0	639,870
Petty cash	416				416
Total Current Assets	<u>533,901</u>	<u>51,396</u>	<u>102,995</u>	<u>0</u>	<u>688,292</u>
TOTAL ASSETS	<u>\$533,901</u>	<u>\$51,396</u>	<u>\$102,995</u>	<u>\$0</u>	<u>\$688,292</u>

LIABILITIES & FUND BALANCES

Liabilities					
Current Liabilities					
Payroll liabilities	\$877				\$877
Total Current Liabilities	<u>877</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>877</u>
Total Liabilities	<u>877</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>877</u>
Fund Balances:					
Unassigned	<u>533,024</u>	<u>51,396</u>	<u>102,995</u>	<u>0</u>	<u>687,415</u>
TOTAL LIABILITIES & FUND BALANCES	<u>\$533,901</u>	<u>\$51,396</u>	<u>\$102,995</u>	<u>\$0</u>	<u>\$688,292</u>

See Independent Accountants' Compilation Report

HOOD RIVER COUNTY LIBRARY
Statement of Revenues, Expenditures, and
Changes in Fund Balance - Cash Basis
For the Twelve Months Ended June 30, 2017

	General Fund	Grants Fund	Capital Equipment Reserve Fund	Sage Library System Fund	Total
Revenues:					
Donations and grants	\$15	\$11,531			\$11,546
Property tax revenues - current year	817,665				817,665
Property tax revenues - prior year	13,921				13,921
Fines and fees	15,474				15,474
Intergovernmental revenue		4,628		\$46,459	51,087
Interest revenue	6,302		\$804		7,106
Miscellaneous	0				0
Total Revenues	853,377	16,159	804	46,459	916,799
Expenditures:					
Personal services:					
Wages and salaries	397,756	69		35,660	433,485
Employee benefits	141,473			9,351	150,824
Total Personal Services	539,229	69	0	45,011	584,309
Materials and services:					
Bank charges	265				265
Building rental	4,800				4,800
Building maintenance	6,696	2,000			8,696
HVAC	14,057				14,057
Elevator	2,090				2,090
Telephone	3,602				3,602
Internet	5,121				5,121
Collection development	66,889	15,414			82,303
Technology	8,073	25			8,098
Accounting and auditing	21,612				21,612
Courier	2,121				2,121
Custodial services	22,879				22,879
Technical services	2,927				2,927
Library consortium	11,567				11,567
Copiers	1,240				1,240
Elections expense	3,063				3,063
Furniture and equipment	1,513	5,199			6,712
Insurance	10,874				10,874
Georgiana Smith Memorial Garden	28,539	7,490			36,029
Legal services	2,815				2,815
Professional services	0				0
Dues and subscriptions	3,393				3,393
Miscellaneous	3,417	355			3,772
Postage and freight	846				846
Printing	607				607
Programs	22,028	9,105			31,133
Advertising	635				635
Supplies - office	14,088	26			14,114
Travel	5,385			128	5,513
Training	1,472				1,472
Board development	0				0
Electricity	17,717				17,717
Garbage	1,804				1,804
Natural gas	5,729				5,729
Water & sewer - building	4,259				4,259
Total Materials and Services	302,123	39,614	0	128	341,865
Capital outlay	0	13,220	41,445		54,665
Total Expenditures	841,352	52,903	41,445	45,139	980,839
Revenues Over Expenditures	12,025	(36,744)	(40,641)	1,320	(64,040)
Other Financing Sources (Uses)					
Operating transfers in	5,198		40,000		45,198
Operating transfers out	(40,000)			(5,198)	(45,198)
Total Other Financing Sources (Uses)	(34,802)	0	40,000	(5,198)	0
Revenues and Other Financing Sources (Uses) Over Expenditures	(22,777)	(36,744)	(641)	(3,878)	(64,040)
Fund Balance - July 1, 2016	555,801	88,140	103,636	3,878	751,455
Fund Balance - June 30, 2017	<u>\$533,024</u>	<u>\$51,396</u>	<u>\$102,995</u>	<u>\$0</u>	<u>\$687,415</u>

See Independent Accountants' Compilation Report

HOOD RIVER COUNTY LIBRARY DISTRICT
General Fund
Statement of Revenues and Expenditures - Cash Basis
For the One Month and Twelve Months Ended
June 30, 2017

	Current Period Actual	Year to Date Actual	Annual Budget
Revenues:			
Tax revenues - current	\$3,087	\$817,665	\$799,956
Tax revenues - prior year	839	13,921	20,000
Fines and fees	1,526	15,474	12,000
Interest revenue	667	6,302	3,500
Donations	0	15	0
Miscellaneous	0	0	500
Total Revenues	6,119	853,377	835,956
Expenditures:			
Personal services:			
Wages and salaries:			
Library clerk I	582	5,788	6,855
Library clerk II	7,417	75,799	81,515
Library assistant I	4,121	49,923	60,817
Library assistant II	9,546	102,124	111,443
Librarian I	4,992	50,372	59,859
Librarian II	4,330	44,621	55,141
Library director	5,772	65,630	79,608
Other	0	3,499	0
Payroll taxes and benefits:			
Retirement	2,858	33,253	36,160
Social security	2,801	32,239	34,826
Workers' compensation	1,098	2,607	1,200
Health insurance	5,301	68,074	81,498
Unemployment insurance	479	5,300	5,918
Total Personal Services	49,297	539,229	614,840
Materials and services:			
Bank charges	16	265	250
Building rental	1,600	4,800	12,400
Building maintenance	1,033	6,696	15,000
HVAC	0	14,057	8,000
Elevator	160	2,090	2,000
Telephone	83	3,602	4,500
Internet	427	5,121	5,250
Collection development	4,398	66,889	75,000
Technology	2,200	8,073	20,000
Accounting and auditing	828	21,612	23,000
Courier	219	2,121	3,000
Custodial services	1,823	22,879	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 Twelve Months Ended
June 30, 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	7	1,240	1,100
Elections expense	3,063	3,063	2,000
Furniture and equipment	0	1,513	5,000
Insurance	0	10,874	10,000
Georgiana Smith Memorial Garden	1,552	28,539	21,000
Legal services	332	2,815	3,000
Professional services	0	0	0
Dues and subscriptions	1,033	3,393	4,000
Miscellaneous	31	3,417	1,000
Postage and freight	16	846	1,000
Printing	0	607	1,000
Programs	988	22,028	22,000
Advertising	10	635	1,000
Supplies - office	61	14,088	16,000
Travel	328	5,385	5,000
Training	0	1,472	1,750
Board development	0	0	1,500
Parking reimbursement	0	0	1,000
Electricity	1,643	17,717	20,000
Garbage	497	1,804	1,500
Natural gas	396	5,729	10,000
Water & sewer - building	0	4,259	4,500
Total Materials and Services	<u>22,744</u>	<u>302,123</u>	<u>341,750</u>
Capital Outlay	<u>0</u>	<u>0</u>	<u>0</u>
Contingency	<u>0</u>	<u>0</u>	<u>100,000</u>
Total Expenditures	<u>72,041</u>	<u>841,352</u>	<u>1,056,590</u>
Other Financing Sources (Uses)			
Operating transfers In	0	5,198	0
Operating transfers out	0	(40,000)	(40,000)
Total Other Financing Sources (Uses)	<u>0</u>	<u>(34,802)</u>	<u>(40,000)</u>
Change in Fund Balance	<u><u>(\$65,922)</u></u>	<u><u>(\$22,777)</u></u>	<u><u>(\$260,634)</u></u>

See Independent Accountants' Compilation Report

HOOD RIVER COUNTY LIBRARY DISTRICT
Grants Fund
Statement of Revenues and Expenditures - Cash Basis
For the One Month and Twelve Months Ended
June 30, 2017

	<u>Current Period</u> <u>Actual</u>	<u>Year to Date</u> <u>Actual</u>	<u>Annual</u> <u>Budget</u>
Revenues:			
Donations and grants	\$134	\$11,531	\$211,000
Intergovernmental revenue	0	4,628	0
Total Revenues	<u>134</u>	<u>16,159</u>	<u>211,000</u>
Expenditures:			
Personal services	0	69	0
Materials and services:	4,223	39,614	79,500
Capital outlay	0	13,220	175,000
Total Expenditures	<u>4,223</u>	<u>52,903</u>	<u>254,500</u>
Change in Fund Balance	<u><u>(\$4,089)</u></u>	<u><u>(\$36,744)</u></u>	<u><u>(\$43,500)</u></u>

See Independent Accountants' Compilation Report

HOOD RIVER COUNTY LIBRARY DISTRICT
Capital Equipment Reserve Fund
Statement of Revenues and Expenditures - Cash Basis
For the One Month and Twelve Months Ended
June 30, 2017

	<u>Current Period Actual</u>	<u>Year to Date Actual</u>	<u>Annual Budget</u>
Revenues:			
Interest revenue	\$155	\$804	\$400
Other Financing Sources			
Transfer from General Fund	0	40,000	40,000
Total Revenues and Other Sources	<u>155</u>	<u>40,804</u>	<u>40,400</u>
Expenditures:			
Materials and services	0	0	0
Capital outlay	0	41,445	75,000
Total Expenditures	<u>0</u>	<u>41,445</u>	<u>75,000</u>
Change in Fund Balance	<u><u>\$155</u></u>	<u><u>(\$641)</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 Twelve Months Ended
June 30, 2017

	Current Period Actual	Year to Date Actual	Annual Budget
Revenues:			
Intergovernmental revenue	\$0	\$46,459	\$68,698
Donations	0	0	0
Grants	0	0	0
Total Revenues	<u>0</u>	<u>46,459</u>	<u>68,698</u>
Expenditures:			
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	403	566
Total Personal Services	<u>0</u>	<u>45,011</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
Total Materials and Services	<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>
Total Expenditures	<u>5,198</u>	<u>50,337</u>	<u>68,698</u>
Change in Fund Balance	<u><u>(\$5,198)</u></u>	<u><u>(\$3,878)</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 Twelve Months Ended June 30, 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	RTR 2016	RTR 2017	Total
Revenues:												
Donations and grants	\$1,000	\$0	\$2,017	\$1,430	\$6,850	\$0	\$0	(\$900)	\$1,000	\$0	\$134	\$11,531
Intergovernmental revenue											4,628	4,628
Total Revenues	<u>1,000</u>	<u>0</u>	<u>2,017</u>	<u>1,430</u>	<u>6,850</u>	<u>0</u>	<u>0</u>	<u>(900)</u>	<u>1,000</u>	<u>0</u>	<u>4,762</u>	<u>16,159</u>
Expenditures:												
Personal services:												
Wages and salaries:												69
Library assistant II						69						0
Employee benefits:												0
Retirement												0
FICA												0
Workers compensation												0
Health insurance												0
Unemployment insurance												0
Total Personal Services	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>69</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>69</u>
Materials and services:												
Building maintenance			2,000									2,000
Collection development			12,817	441	906		12		1,221	17		15,414
Technology				25								25
Programs			694	150	4,506				70	3,430	255	9,105
Furniture and equipment			5,199									5,199
Georgiana Smith Memorial Garden			7,490									7,490
Office supplies			26									26
Miscellaneous			329		50					(24)		355
Printing												0
Total Materials and Services	<u>0</u>	<u>0</u>	<u>28,555</u>	<u>616</u>	<u>5,462</u>	<u>0</u>	<u>12</u>	<u>0</u>	<u>1,291</u>	<u>3,423</u>	<u>255</u>	<u>39,614</u>
Capital outlay	<u>0</u>	<u>0</u>	<u>13,220</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>13,220</u>
Total Expenditures	<u>0</u>	<u>0</u>	<u>41,775</u>	<u>616</u>	<u>5,462</u>	<u>69</u>	<u>12</u>	<u>0</u>	<u>1,291</u>	<u>3,423</u>	<u>255</u>	<u>52,903</u>
Net Change in Fund Balance	1,000	0	(39,758)	814	1,388	(69)	(12)	(900)	(291)	(3,423)	4,507	(36,744)
Fund Balance - July 1, 2016	1,642	3,000	73,634	0	5,410	69	62	900	0	3,423	0	88,140
Fund Balance - June 30, 2017	<u>\$2,642</u>	<u>\$3,000</u>	<u>\$33,876</u>	<u>\$814</u>	<u>\$6,798</u>	<u>\$0</u>	<u>\$50</u>	<u>\$0</u>	<u>(\$291)</u>	<u>\$0</u>	<u>\$4,507</u>	<u>\$51,396</u>

See Independent Accountants' Compilation Report

Resolution No. 2017-18.01

Resolution adopting Insurance and Employee Benefits Agents of Record

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

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

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

Adopted by the Board of Directors of Hood River County Library District this 18th day of July, 2017.

ATTEST:

Jean Sheppard, President

Rachael Fox, Secretary

Resolution No. 2017-18.02

Resolution establishing a regular meeting day, time, and location for 2017-18

RESOLVED, that the Board of Directors of the Hood River County Library District shall meet monthly on the third Tuesday of the month from 7.00 to 9.00p in the Jeanne Marie Gaulke Community Meeting Room of the Hood River Library during the 2016-17 fiscal year.

Adopted by the Board of Directors of Hood River County Library District this 18th day of July, 2017.

ATTEST:

Jean Sheppard, President

Rachael Fox, Secretary

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

PARTIES:

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

Annala, Carey, Baker, Thompson, VanKoten & Cleaveland, P.C. ("Contractor")
P.O. Box 325
Hood River, OR 97031

RECITALS

Contractor is being engaged to provide legal services as set forth in the attached Exhibit "A."

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

1. Statement of Work: Contractor shall provide the services set forth in Exhibit "A" (the "Work"). Contractor shall perform the Work under the supervision of the HRCLD Board of Directors and in accordance with the terms and conditions of this Contract. Ruben Cleaveland shall serve as the HRCLD Attorney and lead attorney.

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

3. Qualified to Provide Work: Contractor has represented, and by entering into this Contract now represents, that Contractor is fully qualified to perform the service to which he will be assigned in a skilled and workmanlike manner. Contractor is responsible for maintaining active "good standing" status as a member of the Oregon State Bar Association.

4. Contract Term; Renewal:

a. This Contract is effective on the date it is executed by the last signing party. The initial term of this Contract is from July 1, 2017, through July 31, 2019. Unless this Contract is terminated in accordance with its terms or extended, this contract ends June 30, 2019. Contract termination does not extinguish or prejudice HRCLD's right to enforce this Contract with respect to any default by Contractor that has not been cured.

b. This Contract may be extended automatically for up to two (2) additional two (2) year terms by mutual written consent of the parties, which consent shall specify the extension period.

5. Compensation: Contractor shall be paid for the Work performed, and include allowable expenses, at the rate of \$175.00 per hour. Contractor shall submit monthly invoices to HRCLD for Work performed. The invoices shall describe all Work performed and shall itemize and explain all expenses that this Contract requires HRCLD to pay and for which Contractor claims reimbursement. The description of all Work performed shall be in sufficient detail to show the amount of time spent and services provided during each month preceding submission of the invoice. HRCLD shall pay Contractor within 30 days of receipt of Contractor's invoice.

6. Indemnification and insurance: CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY HRCLD AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITY, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT. Contractor shall not be held responsible for any claims, suits, actions, losses, damages, liabilities, costs and expenses directly, solely, and proximately caused by the negligence of HRCLD. Contractor shall maintain professional liability insurance as required by the Oregon State Bar for Work performed under this Contract. Any attorney that travels to HRCLD or any other location on behalf of HRCLD shall have in effect and maintain comprehensive automobile liability insurance.

7. Termination: This Contract may be terminated by either party by giving 30 days written notice to the other party.

8. Independent Contractor Status:

- a. Contractor shall perform all Work as an independent Contractor. HRCLD reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, HRCLD may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- b. Contractor understands and agrees that it is not an "officer" or "employee" of HRCLD, as those terms are used in ORS 30.265.
- c. Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, 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.

9. Assignment and Subcontracts: Contractor shall not assign this Contract or subcontract any portion of the work without the written consent of HRCLD, which consent may be withheld in HRCLD's sole discretion. Any attempted assignment or subcontract without written consent of HRCLD shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by HRCLD of any

assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and HRCLD.

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

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

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

13. No Third Party Beneficiary. This Agreement shall not create any rights or benefits to parties other than the HRCLD and Contractor.

14. Confidentiality. Contractor will have access to certain information that is confidential and proprietary to the HRCLD (the "Confidential Information"). Contractor agrees that the Confidential Information is to be considered confidential and proprietary to HRCLD and Contractor shall hold the same in confidence and shall not use the Confidential Information other than for the purposes of performing the Work under this Agreement. Contractor shall not disclose, publish or otherwise reveal any of the Confidential Information received from HRCLD to any other party whatsoever except with the specific prior written authorization of HRCLD. The obligations with respect to Confidential Information shall survive termination of this Agreement.

15. Counterparts. This Contract may be executed in several counterparts, all of which taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

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

[Signatures on next page]

HRCLD

By: _____ date _____
Title: _____

EXHIBIT “A”

STATEMENT OF WORK

Contractor will provide legal representation and services as requested by HRCLD

Resolution No. 2016-17.03

Resolution renewing legal services contract

WHEREAS, Hood River County Library District's legal services contract with Annala, Carey, Baker, Thompson, & VanKoten, P.C., expired on June 30, 2017; and

WHEREAS, the District desires to continue its relationship with Annala, Carey, Baker, Thompson, & VanKoten, P.C.;

Now, therefore be it RESOLVED, that the Hood River County Library District Board of Directors renews its legal services contract with Annala, Carey, Baker, Thompson, & VanKoten, P.C., for two years under the new contract approved July 18, 2017.

Adopted by the Board of Directors of Hood River County Library District this 18th day of July, 2017.

ATTEST:

Jean Sheppard, President

Rachael Fox, Secretary



HOOD RIVER COUNTY SCHOOL DISTRICT

Excellence. Every student. Every day.

LEASE AGREEMENT 2017/18

This lease is made and entered into by and between Hood River County Library District. (LESSEE) hereinafter called “HRCLD”, and Hood River County School District (LESSOR) hereinafter called the “DISTRICT.”

1. **Description of Premises**

- a) The DISTRICT hereby leases to HRCLD and HRCLD leases from the DISTRICT a portion of certain real property commonly known as the Cascade Locks Elementary School, located at 300 Wa Na Pa Street, Cascade Locks, Oregon referred to herein as (“Property”). Specifically, the DISTRICT agrees to allow use of Rooms 11 and 13 of the Property and common areas of the Property needed for bathroom facilities, ingress, and egress for use by HRCLD to locate its Cascade Locks branch library.
- b) HRCLD agrees:
- to adhere to all School Board Policies and Rules;
 - that all use shall be scheduled with the Facilities Use Coordinator for the use of the CL Rooms #11 & 13 including access to restrooms;
 - that the premise shall be used and occupied in a safe and proper manner;
 - that the premise will be staffed at all times during operating hours;
 - that no nuisance, trade or custom that is unlawful or hazardous shall be permitted therein; and,
 - that no waste shall be committed upon, nor any damage be done, to said premises.

2. **Term**

The term of the lease shall be for a period of 54 months beginning January 1, 2018, and ending June 30, 2022. HRCLD may renew the lease annually by June 30 for additional one-year terms with DISTRICT approval. Either party may cancel this lease at any time with 120 days written notice to the other party.

3. **Rent**

HRCLD shall pay to the DISTRICT rent of \$.55 per square foot for a total of \$943.80 per month. Said rent includes payment for utilities (water, sewer, electricity, trash service, telephone line/internet, basic custodial services and cleaning supplies). Any rent due shall be payable on the 1st day of each month with the first payment due on or before the first day of the lease agreement. Rent will be reviewed by June 30 of each year of this agreement to determine if a change is desired for the following fiscal year. Unless extenuating circumstances require as such, year-over-year increases shall not exceed five percent (5%). Rent will be mailed to Hood River County School District, Attn: Business Services, 1011 Eugene St., Hood River, OR 97031.

4. Insurance and Indemnification

- a) The DISTRICT shall keep the leased premises insured at the DISTRICT's expense against fire and other risks covered by a standard fire insurance policy. HRCLD shall maintain insurance to cover loss of its own property contained within the leased premises.
- b) Each of the parties agrees to maintain its own liability insurance in an amount not less than \$1,000,000.00 per occurrence, related to activities conducted upon the leased premises. HRCLD shall provide the DISTRICT with an original certificate of insurance, naming the DISTRICT as an additional insured. The HRCLD shall maintain the insurance policies in effect, and provide the DISTRICT with the necessary certificate of insurance, during the term of this agreement. Said certificate will cause the DISTRICT to be notified not less than thirty (30) days prior to cancellation or non-renewal. District shall have sole discretion to approve or decline any certificate of insurance provided by HRCLD.
- c) HRCLD agrees to indemnify, hold harmless, and defend the DISTRICT from any claim, loss, liability, suit, or action arising out of or related to any negligent activity of the HRCLD in connection with HRCLD'S operation upon the demised premises. DISTRICT agrees to indemnify, hold harmless, and defend the HRCLD from any claim, loss, liability, suit, or action arising out of or related to any negligent activity of the DISTRICT in connection with HRCLD'S operation upon the demised premises.
- d) Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss neither party's insurance company shall have a subrogated claim against the other.

5. Assignment

HRCLD shall not assign this lease, or any interest therein, or any portion thereof; nor shall HRCLD sublet any portion of the demised premises, nor permit any other person to occupy or use said premise or any part thereof, without first obtaining the written consent of the DISTRICT. There shall be no personal storage use on the leased premises.

6. Alcohol, Drugs, and Weapons

The HRCLD shall familiarize itself with all District policies regarding Alcohol, Drugs, and Weapons. HRCLD shall comply with all the conditions of said policies. HRCLD understands that the DISTRICT does not allow any alcoholic beverages, tobacco products, drugs, or weapons on DISTRICT property, and agrees to uphold these and other conditions contained in its policies and procedures.

7. Inspection of Premises

The DISTRICT and its representatives shall have the right to search or inspect the premises, fixtures, and equipment at any time.

8. Alterations and Additions

HRCLD shall make no alterations or additions to the leased premises without prior written consent of the DISTRICT, which all reasonable requests will be considered, and any permanent improvements to the leased premises made by HRCLD shall remain the property of the DISTRICT at the termination of this lease, except as otherwise provided below. Must be specified in Appendix A.

9. Taxes

Under the provisions of ORS 307.112, certain real property tax savings resulting from the exemption of the property leased herein shall be to the benefit of the DISTRICT. In future tax years, in the event for reasons not foreseen, if the DISTRICT loses the tax exemption status for the space defined in this lease, then, for purposes of this lease, an adjustment to the rent shall be negotiated which will accommodate the increased tax burden to the DISTRICT.

10. Possession and Surrender of Premises

- a) HRCLD agrees to return to the DISTRICT said premises at the expiration of this lease, in good order and condition, usual wear and tear and damage by the elements excepted, and also to remain liable for rent until all the premises, with keys to the same being returned to the DISTRICT in like good order, and no demand or notice of such delivery shall be necessary. At the termination of this lease, all trade fixtures and equipment, unless a permanent improvement, provided or installed by the HRCLD, moveable partitions, furniture and equipment of HRCLD shall remain HRCLD property and may be removed from the leased premises.
- b) Any property remaining on said premises belonging to the HRCLD remaining 60 days after the termination of the lease shall be considered property of the DISTRICT. At that time DISTRICT shall immediately remove all property in accordance with its policies and procedures.

11. Repairs and Maintenance

- a) DISTRICT'S obligations:
 - i. Repairs and maintenance of the roof and gutters, exterior walls, load bearing walls, structural members, and foundation.
 - ii. Repair and maintenance of interior walls, ceilings, doors, windows, and related hardware.
 - iii. Painting of exterior walls.
 - iv. Repair of sidewalks, driveways, curbs, parking areas, and areas used in common by HRCLD and the DISTRICT.
 - v. Repair and maintenance of water, sewage, gas, electrical, and plumbing services.
 - vi. Repair and maintenance of the heating and air conditioning system.
 - vii. The DISTRICT shall be responsible for all other items listed in Appendix A, Item A.

b) HRCLD’S obligations:

- i. Any repairs necessitated by the negligence of HRCLD, its agents, employees, and invitees.
- ii. All other repairs to the premises that the DISTRICT is not required to make under Section A above.
- iii. All painting of interior walls, with approval of District Operations Director.
- iv. The HRCLD shall be responsible for all costs for the approved repair or addition, including permitting and inspection.
- v. All repairs resulting from tenant improvements.
- vi. The HRCLD shall be responsible for all other items listed in Appendix A, Item B.

12. Governing Law

This lease shall be governed by and construed in accordance with the laws of the State of Oregon.

13. Amendments

No waivers, alterations or modifications of this lease or any agreements in connection therewith shall be valid unless dully executed in writing by both the DISTRICT and HRCLD.

14. Time is of the Essence

Time is of the essence of this lease.

IN WITNESS WHEREOF, the undersigned DISTRICT and HRCLD have executed this lease in duplicate as of the date first above written.

HRCLD

Hood River County Library District
502 E State St, Hood River, OR 97031

HRCSD

Hood River County School District
1011 Eugene St, Hood River OR 97031

Jean Sheppard
Board President

Saundra Buchanan
Chief Financial Officer

DATE:

DATE:

Excellence. Every student. Every day.

1011 Eugene Street o Hood River, Oregon 97031 o 541.386.2511

www.hoodriver.k12.or.us

**LONG TERM
2018****AGREEMENT****APPENDIX A**

This attachment is pertaining to the use of the Cascade Locks School, Rooms 11 & 13 for Hood River County Library District for the 2018 through 2021-2022 School Years, beginning July 1, 2016 through June 30, 2021. The DISTRICT and the HRCLD shall mutually determine proposed public hours of use for the building in an addendum to this agreement once HRCLD has made the necessary changes to the space to offer services to the public.

A. The DISTRICT'S obligations:

- a. Provide Internet access/web filtering service and Wi-fi
- b. Modify filtering for HRCLD equipment and networks as necessary for HRCLD to serve the general public
- c. Telephone service
- d. Rooms will be keyed separately

B. HRCLD Obligations:

- a. Removal of sink and countertop, room #13 SW corner
- b. Removal of Wall Covering
- c. Interior painting
- d. Replace carpet
- e. Install library shelving in accordance with regulatory standards
- f. Glass wall enclosure for study area
- g. Provide screen and projector
- h. Signage for HRCLD
- i. Computer and printers

Hood River
County Library
District

Hood River County School District

Initials: _____
Date: _____

Initials: _____
Date: _____