

AGENDA
WASCO COUNTY LIBRARY SERVICE DISTRICT
BOARD MEETING
Date: October 19, 2021
4:30
Location: via Zoom

Join Zoom Meeting
<https://us02web.zoom.us/j/87418871825?pwd=d0RUL3JmQjFPcUxpRVM3Tk5xRG1mQT09>

Meeting ID: 874 1887 1825
Passcode: 126715

- I. CALL TO ORDER
- II. APPROVAL OF MINUTES
- III. RECOGNITION OF VISITORS AND INTERESTED PARTIES
- IV. LIBRARY DIRECTOR REPORTS
- V. OLD BUSINESS
- VI. NEW BUSINESS
 - a. Wowbrary
- VII. FINANCIAL REVIEW
- VIII. ADJOURNMENT
 - a. Set Next Meeting Date and Location
 - b. Adjourn

Wasco County Library Service District
Board Meeting
September 21, 2021
4:00 p.m.
Location: via Zoom

SUBJECT TO APPROVAL

Board members present: Corliss Marsh, Vicki Thomas, Deward Hext, Tina Coleman

Staff present: Jeff Wavrunek, Valerie Stephenson

Called to order: 4:39 called to order by Corliss Marsh

Corrections to minutes: none; Tina Coleman moved to approve the minutes, seconded by Vicki Thomas, approval was unanimous

Corliss asked Jeff about the minutes being signed; Jeff said that it was anticipated that there was going to be a “signing” party at this meeting, but since the Library Board could not meet in person this won’t happen today. If in-person meetings are allowed at the October meeting, that is when the minutes will get signed.

Recognition of visitors and interested parties: none

Director Reports:

The Dalles: As you know, things got a little stricter with the masking requirement and now we are on Zoom. It’s been interesting, we had a mom and all her kids come into the library and state that she and her kids didn’t need to wear masks for religious reasons. Library staff said that face masks are required. If she didn’t want to put on a mask, we could offer curbside service. Just let us know what you want and we’ll bring it outside. At that point she reached into her purse and pulled out a bunch of masks; the family subsequently masked up and entered the library. For the most part patrons have been really good. Once in a while we have to remind them to pull the mask up over their nose.

Another consequence of COVID and the pandemic is backordering. We just heard from Biblioteca that our RFID tags are backordered. We’re running low and could be out of most tags by the end of October. Samantha told me the other day that a lot of the tape she wants for processing books is also backordered. There’s a supply chain bottleneck and we might be facing other shortages down the road.

Jeff has been busy with interviews. Last week the interview panel interviewed for the front desk position. They had seven interviews scheduled, although one pulled out the morning of the interview as he had accepted another job offer. The library ended up hiring a really strong candidate. This person has tons of customer service experience gleaned from Walgreens and Kmart. Her name is Cori, she’s excited to get started. Her first day will be October 1st. The week before we interviewed for library page and cataloger positions. The library page position was filled by long-time library volunteer, Jayne Harmon. She’s been volunteering for about 3 ½ years at the library. It was an easy decision. She’s already trained in many library tasks and she gets along well with staff and patrons. We lucked out on the cataloging position as well. Some of the very qualified people did not accept the invitation to interview. However, one of the better candidates, who has library experience, accepted the job. His name is Steven and he’s going to start October 1st. He will be renting a house from the former library director, Sheila Dooley. He has some experience cataloging in the St Paul School District. He has also cataloged for the Minnesota Historical Society. Steven has cataloged archived and digitized historical documents. He has also worked in the school district maker space and was a technology assistant for the school district.

Currently, Barbara, the (semi) retired cataloger is working part-time, 4 hours a day. But, she's having a hard time keeping up on a part-time basis. There are many shelves with books to be cataloged.

Vicki asked about the courier position. It is not filled because COVID has precluded performing the duties of that position requiring outreach to assisted care facilities and Tygh Valley for their noon luncheons.

Dufur: Sarah was unable to attend the meeting, here is the report she sent to everyone via email: *Ursula has been going to a daycare for a storytime and to the senior potlatch. We have been getting positive comments from both locations. We are looking into a second location for storytimes on Thursday. Teen takeover has dropped down to the BLT book club. The school year has started out well. We have a patron consistently using a computer on Tuesday and Thursday evenings.*

Jeff said that he spoke to Sarah last week and she indicated that they are pleased with how things are working out with Ursula.

Maupin: Valerie has hit the ground running, as she is newly hired. They haven't been having storytimes or too many indoor programs. She is easing back into that. There are two author programs coming up. The one this month is the Maupin Reads Event which resulted from the Wasco County Cultural Trust grant that Bronte wrote. It was supposed to happen last year, but had been put on hold because of COVID. All the copies of John Larison's book, *Whiskey when we're dry,* have been distributed and 8 more copies ordered. He will be at the library September 30th at 6:00 for the Maupin Reads event which will take place on the patio. The library will have another author event with Valerie's assistant, Nancy Wesson, who has written a book, *I miss the rain in Africa*. Her event will be October 14th at 6:00, and will follow the same protocol as John Larison's book event, complete with social distancing.

After surveying her patrons, Valerie has expanded her hours to accommodate the diversity of hours the community wanted. They are open two nights a week, Wednesdays until 6:00 and Thursdays until 7:00. Saturday hours have been expanded and they've added Monday hours. The library is now open 40 hours a week. Tina asked if adding hours has been successful. Valerie thinks the word is still getting out. She just changed the hours a couple weeks ago. She's asked the mayor to put it in his newsletter at the first of the month, and he has said that he will put it prominently on the front page. The new hours are reflected on social media, new signs, on her desk, and the website.

Maupin got their Banned Book Week display up already. It's been in the news lately. Valerie has purchased a program called Checkers Library TV, which contains 15 minute programs combining storytime and STEM that kids log into and view. She's still in the process of uploading those for kids. It should help build storytime numbers. Valerie has reached out to Head Start and the preschool to set up outreach. She would also like to do some homebound delivery for patrons that can't get to the library. She's created some flyers and given them to the driver who shuttles seniors around town.

Maupin circulates binge boxes, which are themed collections of movies in one box. The library has a promotion running. If you check out a free binge box, you get free popcorn. She has about 15 sets that she has ordered and is excited to get those circulating.

Old Business: none

New Business: Materials Loan Policy – Deward said that he thought it was very well done and Vicki agreed. Corliss asked if anyone had concerns about the policy. There were none. Corliss asked Jeff how long fines had been set at 5 cents, he said that that's what it was when he started in 2014. She asked if anyone had any concerns about keeping the fines at 5 cents. Deward said Jeff should take a look at it to see if he thinks it should be increased. Jeff said he's pretty happy with where it is. He doesn't want it too steep. Doesn't want patrons to feel ill-will towards the library. Just a small fine to remind patrons to return things on time so they can be shared with the rest of the community. He doesn't think fines need to be raised. Corliss asked if that was on all materials, or is there a different rate for videos or other things. Jeff said that there is a higher fine for hotspots, but everything else is the same.

Valerie, asked if Maupin was allowed to participate in the Oregon Passport library card program. Jeff said yes, we were participating 7 years ago when he started, but that he hasn't heard much about since. Valerie said that they used it a lot when she was working down on the coast, since a lot of people came from the Portland area. She thinks it would be very useful for tourists coming in the summer. Jeff agreed and encouraged her to use it.

Tina Coleman moved to approve the Materials Loan policy and it was seconded by Deward Hext. No further discussion, it was passed unanimously.

Tina asked if moving the library board meeting to 4:30 to accommodate her is permanent. Corliss asked Tina if 4:30 would still be the best time once we meet in person. Tina said yes it would be helpful as long as it doesn't inconvenience others. After a brief discussion, it was agreed that future meetings will be held at 4:30 on the third Tuesday of the month.

Financial Review: Two months into the new fiscal year and some line items that are spent out in higher percentage terms are reflecting annual fees. Corliss asked if money was saved with the new employee positions. Jeff said yes, the front desk and library page positions have been vacant for a while, so the library has saved some money. The cataloging position has saved the library money as well, because currently it is only being worked on a part-time basis. As far as personnel costs, the library is spending more for some employees getting more hours because we are short-handed and we need front desk coverage. But, when you add it all up, the library will be saving money.

Corliss asked for an update on the new SIP agreement the City is negotiating with Google. How does it affect library district funding? Jeff stated that at first glance, if approved, the new agreement will be more beneficial to the library than the enterprise zone, but he will reach out to Jill, the county accessor, as he doesn't want to inadvertently misinform.

The next meeting will be at 4:30 p.m., Tuesday, October 19th, via Zoom, though if COVID numbers go down and masks come off, the library board will meet at The Dalles Library.

Deward, stated that as a newbie on the board he would like a little bit of guidance on what is expected. Tina would like it as well. Corliss, thinks an orientation prior to the next meeting would be good. Corliss said the formation, intergovernmental agreement, why we have the board, that kind of stuff.

Adjourned at 5:14 p.m.

WASCO COUNTY LIBRARY SERVICE
DISTRICT BOARD OF DIRECTORS

Corliss Marsh, Chairman

Mary Beechler, Vice Chairman

Deward Hext, Board Member

Tina Coleman, Board Member

Vicki Thomas, Board Member

CITY OF THE DALLES
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2021

LIBRARY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
LIBRARY					
004-2100-000.11-00 REGULAR SALARIES	34,885.79	112,628.59	527,043.00	414,414.41	21.4
004-2100-000.12-00 PARTTIME/TEMP SALARIES	1,984.11	5,282.43	43,532.00	38,249.57	12.1
004-2100-000.13-00 OVERTIME SALARIES	.00	.00	11,000.00	11,000.00	.0
004-2100-000.21-10 MEDICAL INSURANCE	8,710.13	29,460.94	178,667.00	149,206.06	16.5
004-2100-000.21-20 L-T DISABILITY INSURANCE	204.07	667.61	3,468.00	2,800.39	19.3
004-2100-000.21-30 LIFE INSURANCE	27.57	91.06	533.00	441.94	17.1
004-2100-000.21-40 WORKERS COMP INSURANCE	19.05	980.22	1,699.00	718.78	57.7
004-2100-000.22-00 FICA	2,766.68	8,954.77	44,293.00	35,338.23	20.2
004-2100-000.23-00 RETIREMENT CONTRIBUTIONS	4,183.40	13,670.75	67,925.00	54,254.25	20.1
004-2100-000.28-00 VEBA CONTRIBUTIONS	33.60	2,044.31	8,714.00	6,669.69	23.5
004-2100-000.29-00 OTHER EMPLOYEE BENEFITS	15.00	45.00	240.00	195.00	18.8
004-2100-000.31-10 CONTRACTUAL SERVICES	10,008.23	31,075.92	193,460.00	162,384.08	16.1
004-2100-000.32-20 SPECIAL LEGAL SERVICES	.00	.00	750.00	750.00	.0
004-2100-000.41-10 WATER & SEWER	379.69	1,036.12	5,580.00	4,543.88	18.6
004-2100-000.41-20 GARBAGE SERVICES	100.58	201.16	1,798.00	1,596.84	11.2
004-2100-000.41-40 ELECTRICITY	1,479.08	4,585.79	31,132.00	26,546.21	14.7
004-2100-000.43-10 BUILDINGS AND GROUNDS	2,197.82	6,701.95	47,150.00	40,448.05	14.2
004-2100-000.43-40 OFFICE EQUIPMENT	.00	.00	30,230.00	30,230.00	.0
004-2100-000.43-45 JOINT USE OF LABOR/EQUIP	.00	.00	250.00	250.00	.0
004-2100-000.43-51 GAS/OIL/LUBRICANTS	.00	.00	.00	.00	.0
004-2100-000.43-52 LIBRARY VEHICLE	45.73	132.07	8,250.00	8,117.93	1.6
004-2100-000.43-77 HVAC SYSTEMS	.00	672.50	10,775.00	10,102.50	6.2
004-2100-000.52-10 LIABILITY	.00	5,217.52	5,495.00	277.48	95.0
004-2100-000.52-30 PROPERTY	.00	9,024.60	9,513.00	488.40	94.9
004-2100-000.52-50 AUTOMOTIVE	.00	748.55	800.00	51.45	93.6
004-2100-000.53-20 POSTAGE	8.08	8.08	2,300.00	2,291.92	.4
004-2100-000.53-30 TELEPHONE	718.63	1,920.21	12,955.00	11,034.79	14.8
004-2100-000.58-10 TRAVEL, FOOD & LODGING	.00	.00	16,550.00	16,550.00	.0
004-2100-000.58-50 TRAINING AND CONFERENCES	.00	.00	17,485.00	17,485.00	.0
004-2100-000.58-70 MEMBERSHIPS/DUES/SUBSCRIP	.00	.00	7,361.00	7,361.00	.0
004-2100-000.60-10 OFFICE SUPPLIES	889.68	1,650.31	38,555.00	36,904.69	4.3
004-2100-000.60-20 JANITORIAL SUPPLIES	179.80	601.80	8,050.00	7,448.20	7.5
004-2100-000.60-85 SPECIAL DEPT SUPPLIES	4,131.24	8,032.38	141,475.00	133,442.62	5.7
004-2100-000.64-20 LIBRARY BOOKS AND BINDING	4,508.75	12,215.74	134,500.00	122,284.26	9.1
004-2100-000.64-30 LIBRARY PERIODICALS	247.97	345.53	5,800.00	5,454.47	6.0
004-2100-000.64-40 AUDIO/VISUAL MATERIALS	3,585.94	5,268.46	61,350.00	56,081.54	8.6
004-2100-000.64-80 COMPUTER SOFTWARE	.00	2,645.00	59,476.00	56,831.00	4.5
004-2100-000.69-50 MISCELLANEOUS EXPENSES	.00	.00	500.00	500.00	.0
004-2100-000.69-80 ASSETS < \$5000	.00	.00	65,950.00	65,950.00	.0
004-2100-000.72-20 BUILDINGS	.00	.00	52,100.00	52,100.00	.0
004-2100-000.74-20 VEHICLES	.00	.00	.00	.00	.0
004-2100-000.74-30 FURNITURE AND FIXTURES	.00	.00	.00	.00	.0
004-2100-000.74-40 OFFICE EQUIPMENT	.00	.00	.00	.00	.0
004-2100-000.74-50 COMPUTER EQUIPMENT	.00	.00	.00	.00	.0
TOTAL LIBRARY	81,310.62	265,909.37	1,856,704.00	1,590,794.63	14.3

CITY OF THE DALLES
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2021

LIBRARY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>OTHER</u>					
004-9500-000.81-01	TO GENERAL FUND	9,143.64	27,430.92	100,580.00	73,149.08	27.3
004-9500-000.81-10	TO UNEMPLOYMENT FUND	.00	.00	.00	.00	.0
004-9500-000.81-37	TO CAPITAL PROJECT FUND	909.09	2,727.27	10,000.00	7,272.73	27.3
004-9500-000.88-00	CONTINGENCY	.00	.00	128,000.00	128,000.00	.0
004-9500-000.88-01	RSRV FUTURE EXPENDITURES	.00	.00	52,437.00	52,437.00	.0
004-9500-000.89-00	UNAPPROPRIATED ENDING BAL	.00	.00	785,000.00	785,000.00	.0
	TOTAL OTHER	10,052.73	30,158.19	1,076,017.00	1,045,858.81	2.8
	TOTAL FUND EXPENDITURES	91,363.35	296,067.56	2,932,721.00	2,636,653.44	10.1

Program Stats: The Dalles

Youth Services

Date	Name of Event/Outreach	Number Attending	Number of kits	Overall Total
9/1/2021	Baby story time		11	
9/8/2021	Baby story time		0	
9/15/2021	Baby story time		5	
9/22/2021	Baby story time		0	
9/29/2021	Baby story time		0	
9/2/2021	Toddler story time		34	
9/9/2021	Toddler story time		27	
9/16/2021	Toddler story time		25	
9/23/2021	Toddler story time		21	
9/30/2021	Toddler story time		19	
9/3/2021	Friday Morning story time		3	
9/10/2021	Friday Morning story time		19	
9/17/2021	Friday Morning story time		5	
9/24/2021	Friday Morning story time		5	
9/14/2021	Activity Kit - age 0-4 Hedgehog Magnet		13	
9/14/2021	Activity Kit - age 5-10 Fall Tree crinkle paper		13	
9/23/2021	Special Needs high school group		9	
Total		174	26	200

there were older children here with parents looking for books, but no one for storytime (on the plus side, I was doing a lot of reader's advisory this morning)

might take a break for a month and see what happens
where are they?

starting to wonder if we need to add a second session somewhere?

lots of dad's today, it was great
two new families today
none of my regulars were here (school)

numbers surprised me

first visit, 5 students, 4 adults

Teen Services

Date	Name of Event/Outreach	Number Reached	Number of Views	Number of kits
9/1/2021	Decorate a pencil box			22
9/10/2021	Random craft give-away			14
9/25/2021	Paint night		8	16
9/28/2021	Bookish Box			20
TOTAL:		0	8	72

80

Adult Services

Date	Name of Event/Outreach	Number Reached/Attending	Number of Views/# if live	Number of kits
9/16/2021	3rd Thursday Book Club		9	
9/13/2021	Take & Make: Boba Tea			15
unknown	unknown kit			15
TOTAL		0	9	30

meeting in person & via Zoom

All ages passive program

Scavenger Hunt

66

66

Total All 385

Dufur circulation and program statistics:

Total circulation for September is 1,087

1 teen event with 3 participants

Maupin circulation and program statistics:

Circulating Library	Shelving Location	Month/Year	Circ Count
WC-SWCL	ASK AT DESK	2021-09	1
WC-SWCL	AUDIOBOOKS	2021-09	4
WC-SWCL	BOARD BOOKS	2021-09	7
WC-SWCL	CHILDREN'S NON-FICTION	2021-09	20
WC-SWCL	DVDS	2021-09	81
WC-SWCL	EARLY READERS	2021-09	41
WC-SWCL	FICTION	2021-09	193
WC-SWCL	GRAPHIC NOVELS	2021-09	29
WC-SWCL	JUNIOR FICTION	2021-09	37
WC-SWCL	JUNIOR NON-FICTION	2021-09	2
WC-SWCL	LARGE PRINT	2021-09	15
WC-SWCL	LIBROS EN ESPANOL	2021-09	2
WC-SWCL	NON-FICTION	2021-09	60
WC-SWCL	OBOB	2021-09	4
WC-SWCL	PICTURE BOOKS	2021-09	89
WC-SWCL	YOUNG ADULT FICTION	2021-09	12
TOTAL			597

one author event reached 49 people....20 people in person, 29 people through Facebook streaming event

Library Board of Directors

The Library Board of Directors represent the public in its stewardship of the Library. The Board is a formal, policy-setting group that exists to set goals and objectives that will meet the community's information needs. The Board advocates for the library in the community. They work to make sure the community has the best possible library service, which includes working to obtain adequate funding for the library. The Board plans for the future of the library by being responsive to community needs. The Board monitors and evaluates the overall effectiveness of the library. The Board of Directors monitor monthly financial statements. The Library Board spends much of its time on policy issues - developing policies and monitoring the effectiveness of those policies. Once adopted by the Board, library staff carry out the policies on a day-to-day basis. Board members are also part of the hiring process for the Library Director.

FIRST AMENDMENT TO THE THIRD
INTERGOVERNMENTAL AGREEMENT BETWEEN
WASCO COUNTY LIBRARY SERVICE DISTRICT
AND CITY OF THE DALLES FOR LIBRARY SERVICES

WHEREAS, the Wasco County Library Service District, hereinafter referred to as "District", and the City of The Dalles, a municipal corporation of the State of Oregon, hereinafter referred to as "City", entered into a Third Intergovernmental Agreement, hereto attached as Exhibit A, which became effective as of July 1, 2010; and

WHEREAS, the District and the City desire to enter into an amendment to the Third Intergovernmental Agreement to clarify certain provisions of the Agreement concerning Indirect Administrative and Overhead Costs, and the Use of Awarded Funds;

NOW, THEREFORE, in consideration of the provisions set forth herein, it is mutually agreed as follows:

1. Section 4.3 Indirect Administrative and Overhead Costs, of the Third

Intergovernmental Agreement shall be amended to read as follows:

Section 4.3 Indirect Administrative and Overhead Costs. The City shall be reimbursed in an amount to be annually negotiated between the City and the District, for the costs of providing indirect administrative services and overhead costs for the Main Branch operation, incurred by other City departments, including Financial, Personnel, Administrative, and Legal Services.

2. Section 4.4 Use of Awarded Funds, of the Third Intergovernmental Agreement

shall be amended to read as follows:

Section 4.4 Use of Awarded Funds. The City shall use awarded funds for operation of the Main Branch, including indirect administrative and overhead costs, postage, telephone, Gorge LINK annual recurring costs, payroll and benefits for Main Branch

personnel and County Librarian, delivery of material to the other branch libraries, maintenance and operation of the Library Service Stations, including computer service and supplies, training and travel for Main branch personnel, and Library processing supplies.

3. Except as modified by this First Amendment, the terms and conditions set forth in the Third Intergovernmental Agreement which takes effect July 1, 2010, shall remain in full force and effect.

Dated this 28th day of July, 2010.

CITY OF THE DALLES

Nolan K. Young
Nolan K. Young, City Manager

Date: 7-28-10

ATTEST:

Julie Krueger
Julie Krueger, MMC, City Clerk

Date: 7-28-10

APPROVED AS TO FORM:

Gene E. Parker
Gene E. Parker, City Attorney

Date: 7-27-10

WASCO COUNTY BOARD
OF COMMISSIONERS

Dan Erickson
Dan Erickson, Chair

Date: 7/21/10

Sherry Holliday
Sherry Holliday, Commissioner

Date: 7-21-10

Bill Lennox
Bill Lennox, Commissioner

Date: 7/21/10

Exhibit A

**THIRD INTERGOVERNMENTAL AGREEMENT
BETWEEN WASCO COUNTY LIBRARY
AND CITY OF THE DALLES
FOR LIBRARY SERVICES**

FILED
WASCO COUNTY

2010 FEB 23 A 10:24

KAREN LEBRETON COATS
COUNTY CLERK

This agreement, effective July 1, 2010, between the Wasco County Library Service District, hereinafter referred to as "District" and the City of The Dalles, a municipal corporation of the State of Oregon, hereinafter referred to as "City".

WHEREAS, ORS 190.010 provides that units of local government may enter into a written agreement with another unit of local government for the performance of any or all functions and activities that a party to the agreement has the authority to form; and

WHEREAS, the District and the City entered into an intergovernmental agreement for Library services, which agreement expires on June 30, 2010; and

WHEREAS, the District and the City have reached an agreement to continue in effect the intergovernmental agreement between the parties, and to include a provision for automatic renewal of the agreement subject to the right of either party to terminate this agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth, it is agreed as follows:

1. Effective: This Agreement is effective July 1, 2010.
2. Term and Provision for Annual Renewal. The term of this Agreement shall be for a two year period, expiring on June 30, 2012, unless terminated as provided herein. Thereafter, this Agreement shall be automatically renewed on July 1 of each year, unless the Agreement is terminated by either one of the parties providing written notice of termination to the other party by no later than April 1 of each year.
3. General Roles of the Parties: Both parties acknowledge and agree that the District is primarily a funding mechanism to support and operate library services within Wasco County. The District has no employees and few assets. It plans to provide library services by contracting with the City and other entities that can provide these types of services to the public.
4. City Responsibilities:
 - 4.1 In General. Library facilities and services shall be made available to the public and the City shall work in coordination with other branches of the Wasco County Library.
 - 4.2 Facilities. The City shall provide facilities for the Main Branch Library.

- 4.2.1 The Main Branch Library is currently located at 722 Court Street in The Dalles. The location may be changed only in agreement with the District.
- 4.2.2 The City shall, at its own expense, be financially responsible for the major maintenance of the Main Branch Library building and grounds, including roofs, floor coverings, structural integrity of the structure, parking lots, sidewalks, landscaping and outside structural items such as decks and retaining walls. Major maintenance will be those items that cost more than \$10,000.
- 4.3 Indirect Administrative and Overhead Costs. The City shall, at its own expense, continue to provide the indirect administration and overhead costs of the Main Branch operation, incurred by other City departments, including Financial, Personnel, Administrative, and Legal Services.
- 4.4 Use of Awarded Funds. The City shall use awarded funds for operation of the Main Branch, including postage, telephone, Gorge LINK annual recurring costs, payroll and benefits for Main Branch personnel and the County Librarian, delivery of material to the other branch libraries, maintenance and operation of the Library Service Stations, including computer service and supplies, training and travel for Main Branch personnel, and Library processing supplies.
- 4.4.1 The City shall employ the County Librarian, a person agreed upon between the City and the District. That person shall be responsible for the administration of the Wasco County Library system, and will act as the District Budget Officer. The parties agree that the current Wasco County/The Dalles City Librarian shall serve as the initial County Librarian. At which time the current City/County Librarian is unable to serve, or desires to resign from this position, the City and District must mutually agree upon a replacement to fill the position. The City and District may also, upon joint agreement, remove any County Librarian at any time. The position of County Librarian is at-will and neither party shall take any action to contradict or degrade that status.
- 4.4.2 The City shall employ others as necessary to provide the general patron services, maintenance services, library collection services, information services, Gorge LINK services, youth services, and adult services, as outlined in the Service Plan dated January 10, 2006, presented by Ruth Metz Associates.
- 4.4.3 The City shall use at least \$92,000 of the awarded funds to purchase library collection materials for each fiscal year that this Agreement is in effect, in

consultation with the Library Board based upon a system-wide collection development plan.

- 4.4.4 The City may use money awarded to it from the District to provide for routine maintenance of electrical, plumbing, HVAC and other operational systems, and to pay for janitorial services. Utility charges and routine building and grounds maintenance, including minor repairs, may also be paid from funds awarded to the City. A minor repair is one that does not exceed \$10,000.
- 4.4.5 Awarded funds cannot be used for expenses incurred prior to July 1, 2007, or any fiscal year prior to the award year without the District's prior approval.
- 4.5 Hours of Operation. The Main Branch's hours of operation for the public shall be based on the operational needs as established by the Library Board and the City, and as budgeted by the District.
- 4.6 Annual Reporting. The City will provide the Wasco County Board of Commissioners with an annual audit report, and make an oral presentation on activities throughout the Wasco County Library system for the year, at the time the audit report is presented to the District governing body.
- 4.7 Purchasing and Contracting Rules. For procurement, the City shall comply with the applicable provisions of the Public Contracting Code (ORS 279A, 279B and 279C, as may be amended) and the City's own procurement rules promulgated in connection with those statutes.
- 4.8 Insurance coverage. The City shall provide coverage as required under State of Oregon Workers' Compensation Act for all City employees and volunteers.
- 4.9 Indemnity and Hold Harmless. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7, the City shall indemnify and hold harmless the District, its officers, agents and employees from any claims arising out of or relating to the activities of the City or its officers, employees, subcontractors, or agents under this Agreement.
- 5. District Responsibilities
 - 5.1 Library Board. The District, with input from cities or communities who will have branch libraries, shall appoint a Library Board, which will have the following general responsibilities:

- 5.1.1 Manage this Intergovernmental Agreement and (other similar agreements for the other Library Branches); and recommend to the District governing body any amendments to the intergovernmental agreement(s).
- 5.1.2 Review and comment on future budgets and work plans developed under this Agreement.
- 5.1.3 Recommend and advise on the appointment and performance of the County Librarian.
- 5.1.4 Conduct an annual performance evaluation review of the County Librarian.
- 5.1.5 Develop a policy for the allocation of Library materials.
- 5.1.6 Adopt policies for the operation of the branch libraries, including late fees and fines, subject to review of the District's governing body.
- 5.1.7 Make recommendations on the acceptance and use of real or personal property or funds donated to the District.
- 5.2 Authorize funding in accordance with the adopted budget and local budget law to provide Library services in Wasco County. The amount of funding shall be at the discretion of the District.

6. Financial Obligations and Considerations

- 6.1 All library fees, fines or interest collected by the City are solely for the benefit of the Wasco County Library and shall be utilized by the City for operation of the Main Branch Library. These amounts shall be reported to the District at the annual audit and report.
- 6.2 The annual operating and capital expenditures budget for the Main Branch (including the County Librarian's compensation) shall be recommended by the Library Board to the City and District no later than the end of March of each year this Agreement is in effect and shall be considered for approval by the City and District no later than May 15 of each year this Agreement is in effect.
- 6.3 The annual budget of the Main Branch Library shall include an Unappropriated Ending Fund Balance equal to the operating costs for July through October.
- 6.4 Any surplus of revenue due to operating costs being less than projected will be maintained by the City as carry-over for budgeting for services to be provided under this agreement. Any shortage due to lack of District taxes collected may result in the reduction in revenue received from the District, and may result in a corresponding reduction in services.

- 6.5 Assets currently owned by the City in the Main Branch Library shall continue to be considered the property of the City for the remaining life of the assets, and as the City expends District allocated funds to replace those assets or purchases new materials, including circulation materials, those items shall be considered property of the City for use in the Wasco County Library System.
- 6.6 Payment Schedule.
- 6.6.1 For each year this Agreement is in effect, the District shall distribute funds in four equal installments on November 30, December 31, February 28, and May 31. Provided however, that the final payment may be reduced if budgeted tax funds are not received by the District.
7. Performance of Responsibilities. While District can evaluate the quality of the performance of the City's responsibilities under this Agreement, the District will not control the day-to-day manner of the City's performance of its obligations. The City is responsible for those.
8. Funds Available. District expects to receive sufficient funds to finance the costs of this Agreement on an annual basis from each year's receipts. The City understands and agrees that the District's payments under this Agreement are contingent on the District's actual receipts, budgetary limitations and other expenditure authority sufficient to allow the District, in the exercise of its reasonable administrative discretion, to continue to make payments. District may terminate this Agreement, or reduce payments to the City, without penalty or liability to District, effective upon the delivery of written notice to the City, if the District determines that there are insufficient funds available to make payments under this Agreement. Any shortage due to lack of funds may result in a corresponding reduction in library services offered by the City.
9. Audit. District shall have the right to audit the books of City as they relate to this Agreement. City hereby agrees that its books and records shall be available for inspection at reasonable times.
10. Nondiscrimination. The City and District agree that neither shall discriminate on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, disability, or veteran's status in any activity or operation carried out in the performance of this Agreement.
11. Insurance. City shall provide proof of general liability, automobile and worker's compensation insurance within 30 days of the date of this contract. The general liability insurance shall be for an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 annual aggregate, and the automobile insurance shall be for an amount not less than \$1,000,000.00 per accident.

12. Subcontracts and Assignment; Successors in Interest. City shall not enter into any subcontracts for any of the services to be provided under this agreement, or assign or transfer any of its interest in this contract, without the prior written consent of the District. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
13. No Third Party Beneficiaries. City and District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
14. Representations and Warranties. Each party represents and warrants to the other that it has the power and authority to enter into and perform this Agreement; and this Agreement, when executed and delivered, shall be a valid and binding obligation of the party. In addition, City represents and warrants that it has and will maintain personnel with the skill and knowledge possessed by well-informed members of its industry and profession; and those personnel shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed, if required, to perform the services of this Agreement.
15. Dispute Resolution. Any claim, action, suit or proceeding (collectively, "claim") between the parties that cannot be resolved and that arises from or relates to this Agreement shall be submitted to binding arbitration and not to litigation. The arbitrator's decision shall be final and binding and a judgment may be entered thereon. The party wishing to submit the claim to arbitration shall notify the other party of such intention. The parties shall choose an arbitrator within thirty (30) days of such notice.
16. 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.
17. Waiver. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.
18. Amendments. This Agreement may be amended in writing only with the amendment signed by both parties.
19. Notices. All notices to the respective parties shall either be personally delivered or sent certified mail to the following addresses:

City of The Dalles
Nolan K. Young
City Manager
313 Court Street
The Dalles, OR 97058

Wasco County Library
Dan Ericksen, Chair
Wasco County Board of Commissioners
511 Washington Street, Suite 302
The Dalles, OR 97058

CITY OF THE DALLES

Nolan K. Young
Nolan K. Young, City Manager

Date: 1-27-10

ATTEST:

Julie Krueger
Julie Krueger, MMC, City Clerk

Date: 1-27-10

APPROVED AS TO FORM:

Gene E. Parker
Gene E. Parker, City Attorney

Date: February 26, 2010

WASCO COUNTY BOARD OF
COMMISSIONERS

Dan Ericksen
Dan Ericksen, Chair

Date: 2/17/10

Sherry Holliday
Sherry Holliday, Commissioner

Date: 2-17-10

Bill Lennox
Bill Lennox, Commissioner

Date: 2-17-10