

**AGENDA**  
**WASCO COUNTY LIBRARY SERVICE DISTRICT**  
**BOARD MEETING**

Date: March 18, 2025 @ 4:30 p.m.

Location: The Dalles Public Library, and via Zoom

**The Dalles Public Library is inviting you to a scheduled Zoom meeting.**

The Dalles Public Library is inviting you to a scheduled Zoom meeting.

Topic: Library Board meeting

Time: Mar 18, 2025 04:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82443773976?pwd=wqQa9u6EhODSI5L48LFVixtgxsiugD.1>

Meeting ID: 824 4377 3976

Passcode: 295284

- I. CALL TO ORDER
- II. APPROVAL OF MINUTES
- III. RECOGNITION OF VISITORS AND INTERESTED PARTIES
  - a. Update on FY25-26 budget, administrative fees (IGA), assistant director position with city manager.
- IV. LIBRARY DIRECTOR REPORTS (submitted via email)
- V. OLD BUSINESS
  - a. Ethics statement
  - b. Social Media and Bookmobile policies
  - c. Strategic planning session
  - d. Maupin MOU update
  - e. Van phone and WiFi update
  - f. County Financial Statements
- VI. NEW BUSINESS
  - a. Draft director's evaluation form (IGA)
- VII. FINANCIAL REVIEW
- VIII. ADJOURNMENT
  - a. Set Next Meeting Date and Location
  - b. Adjourn

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**Wasco County Library Service District  
Board Meeting  
February 18, 2025  
The Dalles Public Library and via Zoom**

**SUBJECT TO APPROVAL**

**Board members present:** Mary Beechler, Dave Mason, Corliss Marsh, Rita Rathkey, Tina Coleman

**Staff members present:** Jeff Wavrunek, Sarah Tierney, Valerie Stephenson, Rita Squires

**Called to order:** The meeting was called to order at 4:31 by Dave Mason

**Minutes:** It was questioned about where it says that Social Media Policy was “moved to approve, with changes, the vote was unanimous;” but on the agenda it’s for the second reading. It was clarified that the vote was to approve the wording changes, not the policy itself, that were proposed prior to the second reading. It was agreed that the January minutes need to be amended to strike “approve the policy” and it should say “wording change to the policy.” Rita Rathkey moved to approve the minutes, as amended; seconded by Mary Beechler. The vote was unanimous; and the minutes were passed.

**Visitors or interested parties:** None

**Director Reports:** Reports are now being submitted via email prior to the meetings. Clarification was asked regarding the weeding at the Dufur library. It was explained that things, such as classics, would probably not be weeded; but other things that had not checked out in more than 5 years would have to go.

**Old Business:** Ethics statement came from ALA; the purpose is affirming that we are doing things in common with other non-profits; and is something that would be brought up each year in the annual meeting. There was a discussion regarding the wording; is this what we want it to say, or tweak it to more clearly reflect us (changing “trustee” to “board member” for example). It was decided to discuss this again at the March meeting, after each board member has had more time to think about the wording.

Second Reading of Social Media Policy – Corliss moved to approve, seconded by Rita Rathkey; the vote was unanimous and the policy passed.

Word Wagon – Jeff has done some research, and will be getting AT&T for Wi-Fi. The iPhone 16 has a feature that reverts to satellite when Wi-Fi is not available, but so does the iPhone 14, which is cheaper. This is what will be purchased for use on the bookmobile.

Storage shed – This has been approved, and will be shared with city maintenance, the library, and Friends of the Library.

Privacy booth – finally got the correct shelving for the big unit; they are both being used every day.

Library Board terms – Rita Rathkey, Dave Mason, and Corliss Marsh are all up for renewal this year. Rita has agreed to serve again, Dave says he will not; Corliss will consider, if no one else is interested. Dave recommended contacting Janet Hamada, at Next Door, regarding a program they offer, to help fill board openings.

Jeff just finished talking to Matthew Klebes, City Manager for The Dalles; and let Dave know that the meeting he had scheduled with him has to be postponed. There was a brief discussion, with the board agreeing that it needs to happen sooner, rather than later. The whole board wants to be involved, as the purpose of the meeting is to talk about the IGA, which the City is already not following.

County financial update – Jeff will talk to the county financial officer regarding this.

**New Business:** Strategic plan, Jeff will contact Darcy Hanning about hiring someone. After a brief discussion, it was decided that this should be done in the spring; waiting any longer could be intimidating to new board members.

Maupin MOU update – Monday afternoon there will be a meeting with City of Maupin to start the conversation. Members of the board are there to guide; but this is between the district and the City of Maupin. Want to make sure to let them know the district's need; and find out what their needs and expectations are.

Update regarding budget, administrative fees - The administrative fee for next year is not known at this time. Within the next two years the elevator will have to be replaced; and the roof within three years. The Library needs to look at expanding the children's space; Jeff is setting aside money for a feasibility study. Money for the new storage shed was not originally budgeted for. The Library will pay for their part, Friends of the Library will pay a portion, and the City of The Dalles will be responsible for their part.

OLA Conference – Some board members are interested in attending; and a reminder that Valerie will be on a panel discussion at the conference.

**Financial Review:** The board would like to know how the money being processed by the County looks; they would like a report similar to what the City of The Dalles provides. Jeff assured them that any unexpended funds will rollover, just like the City's.

**Next Meeting:** Will be at 4:30 on Tuesday, March 18<sup>th</sup> in The Dalles; the April meeting will be in Maupin.

The meeting was adjourned at 5:47 p.m.

**Wasco County Library Service  
District, Board of Directors**

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Dave Mason, Chairman

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Rita Rathkey, Vice Chairman

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Corliss Marsh, Board Member

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Mary Beechler, Board Member

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Tina Coleman, Board Member

CITY OF THE DALLES  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2025

LIBRARY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>LIBRARY</b>					
004-2100-000,11-00 REGULAR SALARIES	66,298.14	506,988.82	812,194.00	305,205.18	62.4
004-2100-000,12-00 PARTTIME/TEMP SALARIES	3,754.97	30,300.85	66,888.00	36,587.15	45.3
004-2100-000,13-00 OVERTIME SALARIES	.00	788.61	13,105.00	12,316.39	6.0
004-2100-000,21-10 MEDICAL INSURANCE	11,072.55	98,218.61	218,738.00	120,519.39	44.9
004-2100-000,21-20 L-T DISABILITY INSURANCE	428.18	3,131.73	5,173.00	2,041.27	60.5
004-2100-000,21-30 LIFE INSURANCE	42.52	323.45	598.00	274.55	54.1
004-2100-000,21-40 WORKERS COMP INSURANCE	21.50	1,902.70	2,108.00	205.30	90.3
004-2100-000,22-00 FICA	5,193.00	40,019.67	67,127.00	27,107.33	59.6
004-2100-000,23-00 RETIREMENT CONTRIBUTIONS	8,530.54	62,136.28	99,746.00	37,609.72	62.3
004-2100-000,28-00 VEBA CONTRIBUTIONS	24.78	3,792.82	13,743.00	9,950.18	27.6
004-2100-000,29-00 OTHER EMPLOYEE BENEFITS	285.72	2,171.13	4,468.00	2,296.87	48.6
004-2100-000,31-10 CONTRACTUAL SERVICES	2,422.46	21,131.15	110,790.00	89,658.85	19.1
004-2100-000,32-20 SPECIAL LEGAL SERVICES	.00	.00	750.00	750.00	.0
004-2100-000,41-10 WATER & SEWER	175.22	2,198.91	6,780.00	4,581.09	32.4
004-2100-000,41-20 GARBAGE SERVICES	192.79	1,181.91	4,120.00	2,938.09	28.7
004-2100-000,41-40 ELECTRICITY	.00	11,129.01	33,000.00	21,870.99	33.7
004-2100-000,43-10 BUILDINGS AND GROUNDS	76.81	16,194.58	75,450.00	59,255.42	21.5
004-2100-000,43-40 OFFICE EQUIPMENT	210.54	613.48	.00	613.48	.0
004-2100-000,43-45 JOINT USE OF LABOR/EQUIP	.00	.00	350.00	350.00	.0
004-2100-000,43-51 GAS/OIL/LUBRICANTS	.00	.00	.00	.00	.0
004-2100-000,43-52 LIBRARY VEHICLE	89.31	2,106.93	22,800.00	20,693.07	9.2
004-2100-000,43-77 HVAC SYSTEMS	.00	1,050.00	15,825.00	14,775.00	6.6
004-2100-000,52-10 LIABILITY	.00	10,609.85	8,340.00	2,269.85	127.2
004-2100-000,52-30 PROPERTY	.00	13,485.88	13,250.00	235.88	101.8
004-2100-000,52-50 AUTOMOTIVE	.00	1,280.97	4,400.00	3,119.03	29.1
004-2100-000,53-20 POSTAGE	20.26	394.27	2,300.00	1,905.73	17.1
004-2100-000,53-30 TELEPHONE	663.45	6,462.17	10,780.00	4,317.83	60.0
004-2100-000,58-10 TRAVEL, FOOD & LODGING	.00	231.16	9,180.00	8,948.84	2.5
004-2100-000,58-50 TRAINING AND CONFERENCES	.00	.00	11,470.00	11,470.00	.0
004-2100-000,58-70 MEMBERSHIPS/DUES/SUBSCRIP	.00	419.00	3,950.00	3,531.00	10.6
004-2100-000,60-10 OFFICE SUPPLIES	2,001.34	11,549.67	23,005.00	11,455.33	50.2
004-2100-000,60-20 JANITORIAL SUPPLIES	395.29	3,279.00	8,250.00	4,971.00	39.8
004-2100-000,60-85 SPECIAL DEPT SUPPLIES	14,770.54	102,027.36	182,450.00	80,422.64	55.9
004-2100-000,64-20 LIBRARY BOOKS AND BINDING	643.99	6,673.76	8,000.00	1,326.24	83.4
004-2100-000,64-30 LIBRARY PERIODICALS	676.97	1,210.21	5,800.00	4,589.79	20.9
004-2100-000,64-40 AUDIO/VISUAL MATERIALS	1,715.00	14,480.51	62,350.00	47,869.49	23.2
004-2100-000,64-80 COMPUTER SOFTWARE	.00	105.13	.00	105.13	.0
004-2100-000,69-50 MISCELLANEOUS EXPENSES	.00	.00	1,000.00	1,000.00	.0
004-2100-000,69-80 ASSETS < \$5000	5,822.45	8,998.42	35,000.00	26,001.58	25.7
004-2100-000,72-20 BUILDINGS	7,844.95	31,580.78	50,000.00	18,419.22	63.2
004-2100-000,74-20 VEHICLES	.00	220,639.00	240,000.00	19,361.00	91.9
004-2100-000,74-30 FURNITURE AND FIXTURES	.00	17,437.50	.00	17,437.50	.0
004-2100-000,74-40 OFFICE EQUIPMENT	.00	.00	24,000.00	24,000.00	.0
004-2100-000,74-50 COMPUTER EQUIPMENT	.00	.00	.00	.00	.0
<b>TOTAL LIBRARY</b>	<b>133,373.27</b>	<b>1,256,245.28</b>	<b>2,277,278.00</b>	<b>1,021,032.72</b>	<b>55.2</b>

CITY OF THE DALLES  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2025

LIBRARY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER</u>						
004-9500-000,81-01	TO GENERAL FUND	22,084.30	176,674.40	251,353.00	74,678.60	70.3
004-9500-000,81-10	TO UNEMPLOYMENT FUND	.00	.00	.00	.00	.0
004-9500-000,81-37	TO CAPITAL PROJECT FUND	.00	.00	110,000.00	110,000.00	.0
004-9500-000,88-00	CONTINGENCY	.00	.00	227,727.00	227,727.00	.0
004-9500-000,88-01	RSRV FUTURE EXPENDITURES	.00	.00	431,627.00	431,627.00	.0
004-9500-000,89-00	UNAPPROPRIATED ENDING BAL	.00	.00	822,515.00	822,515.00	.0
TOTAL OTHER		22,084.30	176,674.40	1,843,222.00	1,666,547.60	9.6
TOTAL FUND EXPENDITURES		155,457.57	1,432,919.68	4,120,500.00	2,687,580.32	34.8

The Dalles February 2025 circulation statistics

STATS for 2024 -2025												
	Jul-24	Aug-24	Sep-24	Oct-24	45597	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
VISITOR COUNT	10,448	9,469		9,843	10,388	8,922	10,071	8,770				
INTERNET USERS	Library	752	798		533	431	533	658	590			
	wifi users	513	426	211	549	571	466	359	686			
Overdrive Read	510	857	492	500	420	431	497	436				
Open EPUB ebook		0	0	0	0	0	0					
Kobo Ebook	1	1	0	3	5	2	3	4				
OverDrive Magazines	228		199	200	218	286	268	297				
kindle book	297	473	229	244	197	232	296	283				
adobe EPUB ebook	1	3	4	3	2	0	4	1				
overdrive MP3 audio	15	35	26	41	14	0	0	0				
Open PDF ebook	-	0	0	0	0	0	0	0				
Pending (ebook)	3	5	9	4	9	10	6	6				
Pending (audiobook)	38	60	26	37	27	26	33	24				
overdrive Listens	1,307	2,200	1273	1,240	1,129	1,283	1,318	1,217				
Advantage	2,442	2,390	2439	2,427	2,207	2,439	2,595	2634				
LIBRARY2Go total	4,842	6,024	4,697	4,699	4,228	4,709	5,020	4,902				
TUMBLEBOOKS	-	0	1	6	20	22	0	0				
PATRONS ADDED	80	74	64	79	65	67	67	48				
ILL'S SENT	1,193	1,295	1138	1,345	1,068	1,103	1,238	1,073				
ILL'S RECEIVED	588	515	494	572	533	533	664	617				
MONTHLY CIRC	15,329	14,091	10691	14,014	12,387	12,725	13,283	12,212				
LIBRARY2GO	4,842	6,024	4,697	4,699	4,228	4,709	5,020	4,902				
TOTAL CIRC	20,171	20,115	15,388	18,713	16,615	17,434	18,303	17,114				

## The Dalles February 2025 program stats

### Youth Services:

<b>Number of events planned</b>	<b>Type of Event</b>	<b>Attending</b>
13	Storytimes	190 (one cancelled)
31	Outreach visits	328 attended (nine cancelled)
4	Fun Fridays	57 attended (one cancelled)
2	Snapdragon Yoga	one cancelled, attendance not recorded on one
1	Tumi Tales	5
1	First Saturday Event: Joe Black	119
<b>Total of 52 programs planned (12 of them got cancelled due to illness or weather), with 700 attending</b>		

### Teen Services:

<b>Number of events planned</b>	<b>Type of Event</b>	<b>Attending</b>
4	Tea & Chill	61 attended
1	Snack & Chill	12 attended
1	Snacks & Chat	15 attended
1	Game & Chill	14 attended
2	Console Gaming	10 attended
1	Anti-Valentine's Party	12 attended
2	Art Club	9 attended
4	Norcor outreach visits	36 attended
4	Outreach to middle/high school	109 attended (3 cancelled)
1	Open VR gaming	14 attended
1	Teen Library Council	14 attended
1	RPG @TDPL	not recorded
1	Video Game Competition	9 attended
1	Nail Art (teens & adults)	42 attended
<b>Total of 25 events planned (3 cancelled) with 357 attending</b>		

### Adult Services:

<b>Number of events planned</b>	<b>Type of Event</b>	<b>Attending</b>
1	Mushroom Magic (open to kids, teens, adults)	28
3	Virtual author events	22
8	Book Clubs (stats not reported for one)	37 (one cancelled, weather)
2	Art Clubs	12
1	Direct File IRS Tax Assistance	10
1	Coffee & Coloring	13
1	Computer Assistance & Coffee	3
2	Chess Classes (instructor not there, students played)	6 (estimate)
1	Second Saturday Self-defense class	7
1	The Springs senior outreach	0 (cancelled, weather)
1	Explore Oregon's Centuries-Old Black Heritage	11 (estimate)
1	Murder Mystery: Death by Chocolate	22
1	Guided Watercolor w/Yvonne Peppin-Wakefield	22
1	Clean Reads Movie Night	0 (cancelled, weather)
1	Valentine's Bingo	0 (cancelled, weather)
2	Take & Make kits	24
<b>Total of 28 programs planned (4 cancelled due to weather), 176 attended, 24 Take &amp; Make Kits given away</b>		

### All Ages Events

1	Custom Tumbler Making	50
1	Family Lego Pizza Night	116
1	Family Nerf Wars	100
<b>Total of 3 programs planned, 266 attended</b>		

There was a total of 108 programs planned, 19 of them cancelled due to illness or weather; 1,499 people attended

Bookmobile report: 12 stops, 29 people visited

The Dalles director report goes here:

Not yet received

# Dufur Statistics

	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	TOTAL FOR FISCAL YEAR
Adult fiction		3	4	8				1					16
Adult nonfiction													0
Audiobooks			1										1
Biographies			1	4				4					9
CD's													0
DVDs		7	3	13				21					44
Children's fiction													0
Easy Readers								180					180
Fiction		22	282	269				165					738
Nonfiction		12	228	231				122					593
Paperbacks								24					
E		43	335	354									732
Prek/Board books		14	26	39				31					110
Videos								1					1
<b>TOTAL CIRCULATION</b>	<b>0</b>	<b>101</b>	<b>880</b>	<b>918</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>549</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2424</b>

Nothing reported

Nothing reported

No meeting, nothing reported

due to system upgrades, report not available

## Dufur School/Community Library program statistics and director report

### February 2025 program stats:

4	Preschool storytimes	average 14 in attendance	= 56
43	grade school programs	average 20 in attendance	= 860
5	fiber guild programs	average 5 in attendance	= 25

**Total of 52 programs, with 941 attending**

### Director's report:

We have gifted books to three different free little libraries approximately 15 books per library.

I attended the School Library Journal Middle Grade Magic on March 6th. It was a virtual event that encouraged reading in middle school. It was really good. The one drawback was it focused on ages 8-12 and I would have liked the ages to be 10-14. I did get some new author ideas, learned a little bit about genre fiction and more support for graphic novels.

Dr. Seuss and Read Across America went well. The Mystery was fun and the 1st graders were so into it. They spent an additional 15 minutes running around looking for more clues.

The school is hosting a POWWOW on March 21st. I am talking with some of the people in charge of the POWWOW to see how the library can be involved.

The library will be closed over spring break March 24th-28th.

Maupin's information goes here:

Not yet received

## FOURTH INTERGOVERNMENTAL AGREEMENT FOR LIBRARY SERVICES

This FOURTH INTERGOVERNMENTAL AGREEMENT FOR LIBRARY SERVICES (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**), and Wasco County Library Service District, a library services district duly formed and organized under the provisions of ORS Chapters 198 and 451 (**District**), for the City's provision of library services to the District.

**WHEREAS**, ORS 190.010 provides units of local government may enter written agreements with any other unit of local government for the performance of any or all functions and activities a party to the agreement has authority to perform;

**WHEREAS**, on July 1, 2007, the Parties entered that certain *Intergovernmental Agreement between the Wasco County Library and the City of The Dalles for Library Services*;

**WHEREAS**, on July 1, 2008, the Parties entered that certain *Second Intergovernmental Agreement between Wasco County Library and City of The Dalles for Library Services*;

**WHEREAS**, on July 1, 2010, the Parties entered that certain *Third Intergovernmental Agreement between Wasco County Library and City of The Dalles for Library Services*; and

**WHEREAS**, the Parties' course of performance since July 1, 2007, informed them of best practices convenient to the furtherance of City's provision of library services to the District and intend this Agreement to establish the continuing terms and conditions of such library services.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree:

### **A. CITY RESPONSIBILITIES.**

1. General. The City agrees to make library facilities and services available to the public and work in coordination with other branches of the District, all as provided in this Agreement.
2. The Dalles Library. The Parties' primary library facility is currently located at 722 Court Street in The Dalles, Oregon (**The Dalles Library**), and the Parties agree they may change its location by mutual written agreement.
3. Capital Improvements and Maintenance.
  - (a) Capital Improvements.
    - (1) **Defined**. The Parties agree *capital improvements* are durable upgrades, adaptations, or enhancements of The Dalles Library that create a new asset and/or have a lifespan that is 15 years or longer, increasing its value and often including structural changes and major replacements; the Parties further agree examples of *capital improvements* include additions (e.g., constructing new deck or wing), whole-room renovations, major installations (e.g., installing central air

conditioning or new plumbing system), and replacing 30% or more of a building component (e.g., roof, windows, floors, electrical system, HVAC).

- (2) **Responsibility.** The City agrees to procure or perform The Dalles Library's capital improvements; provided, however, the City agrees to be responsible for only 50% of The Dalles Library's capital improvement costs, which it will pay from City funds appropriated through the City's annual budget process. The Parties agree to develop and maintain a 5-10 year *Capital Improvement Plan (CIP)* within six (6) months from this Agreement's effective date and informing them of the necessary resources each Party must budget to meet the CIP's expectations.

(b) Maintenance.

- (1) **Defined.** The Parties agree *maintenance* is generally an annual expense, that does not create a new asset and is incurred to keep The Dalles Library habitable and in proper working condition; the Parties further agree examples of *maintenance* include routine costs associated with painting, repairing existing HVAC units or toilets, maintaining parking lots, sidewalks, and landscaping and outdoor structural items, replacing shingles on a roof, floor covering installations, broken pipes, or broken or worn-out parts, and the costs associated with the inspection of such expenses.

- (2) **Responsibility.** The City agrees to procure or perform The Dalles Library's maintenance by utilizing the District's annually budgeted financial resources marked for disbursement to the City for the express and limited purpose of this Agreement's performance (**Awarded Funds**).

4. Personnel.

- (a) County Librarian. The City agrees to employ the County Librarian, a person agreed upon between the City and the District and responsible for the administration of the Wasco County Library system and designated as the District's Budget Officer. Since the County Librarian is a City employee, the City reserves the unilateral right to terminate their at-will employment like all other City employees. The City will conduct an annual performance evaluation of the County Librarian and shall solicit input from the Library Board.

- (b) Support Personnel. With respect to The Dalles Library, the City agrees to employ others as it deems necessary, including support staff to provide general patron services, maintenance services, library collection services, information services, and youth and adult services expressly as City employees. Since support staff are City employees, the City reserves the unilateral right to terminate their at-will employment like all other City employees.

- (c) Workers' Compensation. The City agrees to provide all required workers' compensation coverages for all City employees and volunteers contemplated by this Agreement.

5. Indirect Administrative and Overhead Costs. Since The Dalles Library is a City facility and its personnel are City employees, as part of the City budget process the City agrees

**Fourth IGA for Library Services**

Wasco County Library Service District – City of The Dalles

to provide District a copy of the City's General Fund Transfers report detailing the City's methodology for calculating its costs for indirect administrative services and The Dalles Library operational overhead, including its costs for Finance Department staff time, Legal Department staff time, and all other administrative or personnel costs. This methodology is based on the total administrative costs of City departments that provide services to the Library broken out by use. Calculations take into account usages such as invoices, number of employees, agenda items, hours for legal services, facility services, or IT time. For each fiscal year during this Agreement's term, the City (through its City Manager and Finance Director) agrees to meet and provide the District Board with a yearly forecast and breakdown of its costs annually by April 1st to discuss that methodology as applied to the given fiscal year. The Parties agree the City's expenses for its indirect administrative and overhead costs contemplated by this Agreement are true and actual costs to the City and do not reflect a profit. The Parties agree the City reserves the discretion to reduce the amount it transfers to the District's pecuniary benefit.

6. Use of Awarded Funds. The City agrees to use Awarded Funds exclusively for its provision of library services to the District, including the costs detailed in Section B(1)(a) and the costs for maintenance, personnel, and indirect administration and overhead described by Sections A(3)(b) – A(5) of this Agreement.
7. Hours of Operation. The City agrees to maintain reasonable hours of operation for the public's use of The Dalles Library based on the City's operational needs. The Parties agree the District's Library Board may recommend changes to the hours of operation to the City, which the City agrees to reasonably consider.
8. Annual Reporting. The City agrees to provide the District an annual audit report and (upon District's written request) make and deliver a presentation at a Wasco County Board of County Commissioners regular meeting on its activities under this Agreement for the year at the time the audit report is presented to the District's governing body.
9. Public Contracting. The City agrees to comply with all applicable Oregon Public Contracting Code requirements and its Local Contract Review Board Rules for all procurements or contracting relating to this Agreement's performance.
10. Insurance and Indemnity.
  - (a) Required Policies. The City agrees to carry and maintain in effect throughout this Agreement's term statutory **Workers' Compensation** coverage, **Comprehensive General Liability** insurance in the amount of \$1,000,000 (*per occurrence*) and \$2,000,000 (*in aggregate*), and **Commercial Automobile Liability** insurance (including coverage for all owned, hired, and non-owned vehicles) with a *combined single limit per occurrence* of \$1,000,000.
  - (b) Certificates. The City agrees to provide the District with certificates of insurance naming the *Wasco County Library Service District* as an additional insured prior to its performance of this Agreement and to further provide the District thirty (30) days' notice before cancelling or reducing any insurance policy contemplated by this Agreement.

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- (c) Indemnity. In accordance with the Oregon Tort Claims Act and the Oregon Constitution, the City agrees to indemnify, defend, and hold harmless the District (including its officers, agents, and employees) against all liability, loss, and costs arising from actions, suits, claims, or demands for the City's acts or omissions in its performance of this Agreement.

## **B. DISTRICT RESPONSIBILITIES.**

1. Authorize Funds. For each year of this Agreement's term, the District agrees to authorize funding in accordance with its adopted budget and Oregon Local Budget Law to provide library services in Wasco County. The District further agrees to allocate, at least, a portion of those authorized funds as Awarded Funds sufficient to cover both:
  - (a) 50% of The Dalles Library's capital improvement costs scheduled for that fiscal year (pursuant to the CIP); and
  - (b) the City's indirect administrative and overhead costs for that fiscal year.
2. Indemnity. In accordance with the Oregon Tort Claims Act and the Oregon Constitution, the District agrees to indemnify, defend, and hold harmless the City (including its officers, agents, and employees) against all liability, loss, and costs arising from actions, suits, claims, or demands for the District's acts or omissions in its performance of this Agreement.

## **C. FINANCIAL OBLIGATIONS AND BUDGETARY CONSIDERATIONS.**

1. Fees. The Parties agree all library fees, fines, or interest collected by the City are solely for the District's benefit and the City agrees to utilize them only for The Dalles Library operation. The City agrees to report all such amounts in its annual audit and report.
2. Annual Operating and CIP Budget. The Parties agree the County Librarian will draft the annual operating and CIP budget of The Dalles Library for review by the City and District. The City agrees to consider for approval the proposed annual operating and CIP budget for The Dalles Library (including the County Librarian's compensation) through the City's annual budget process for each year of this Agreement's term.
3. Unappropriated Ending Fund Balance. The Parties agree The Dalles Library will follow best practices budgetary and financial rules of the City, including but not limited to maintaining an unappropriated ending fund balance equal to four months' net operating expenses.
4. Revenue Discrepancies. The City agrees to carry-over any non-budgeted surplus revenue (resulting from The Dalles Library operating costs being less than projected) to be used for The Dalles Library services and operations under this agreement. The District agrees any revenue shortage resulting from its lack of tax collection provides the City with a discretionary, partial, and proportional excuse for the City's non-performance of this Agreement.
5. Assets. The Parties agree any City-owned assets currently in the The Dalles Library are the City's property for those assets' remaining life. The Parties further agree, as the City

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expends Awarded Funds to replace those assets or purchases new materials (including circulation materials), those items are considered City property for use at The Dalles Library. The Parties agree the District has sole oversight over assets procured by the District.

6. Fund Availability. The Parties agree the District is expected to receive sufficient funds to cover its annual costs under this Agreement from each year's tax receipts. The Parties further agree the District's ability to make payments to the City under this Agreement are contingent on the District's actual tax receipts, budgetary limitations, and other expenditure authority sufficient to allow the District (in the exercise of its reasonable administrative discretion) to actually make those payments. If the District determines there are insufficient funds available to make payments under this Agreement, the Parties agree either Party may terminate this Agreement by providing thirty (30) days' notice of termination to the non-terminating Party; provided, however, the District agrees any shortage in its payments to the City under this Agreement provides the City with a discretionary, partial, and proportional excuse for the City's non-performance of this Agreement.
7. Audit. The Parties agree the District may review and audit the City's financial records relating to this Agreement and the City agrees to reasonably make such records available for the District's inspection.

#### **D. GENERAL PROVISIONS.**

1. Term. The Parties agree this Agreement commences July 1, 2024, for an initial three (3) year term and automatically extends by two successive three (3) year terms (all under the same provisions as herein contained).
2. Termination. The Parties agree either Party may terminate this Agreement at any time by providing written notice of intent to terminate by January 1 of any given fiscal year during this Agreement's term, in which case the Parties agree this Agreement terminates at the end of that fiscal year. The Parties further agree this Agreement may be terminated at any time by mutual written agreement.
3. General Role of the Parties. The Parties agree the District is primarily a funding mechanism of Wasco County established to support and operate library services within county limits and relies on the City and other entities to provide those services to the public.
4. No Employer-Employee Relationship. The Parties expressly agree they do not intend this Agreement or the course of its performance to implicate an employer-employee relationship between them. The City expressly warrants its exclusive agency free from the District's direction and control over the means and day-to-day manner of performing its obligations under this Agreement. To the maximum extent allowed by law, the Parties agree the City is an independent contractor as defined by ORS 670.600(2) and as interpreted by regulations promulgated by the Oregon Bureau of Labor and Industries.
5. Nondiscrimination. The Parties agree neither Party will discriminate on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, disability, or

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veteran's status in any activity or operation carried out in the performance of this Agreement.

6. Delegation and Assignment. The Parties agree neither Party will delegate, assign, or otherwise transfer any of their interests in this Agreement without the other Party's prior written consent, which consent will not be unreasonably withheld. The Parties agree all provisions of this Agreement are binding upon and inure to the benefit of the Parties and their respective and permitted successors and assigns, if any.
7. Third-Party Beneficiaries. The Parties agree they 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 will be construed to give or provide any benefit or right, whether directly or otherwise, to any third-party.
8. Representations and Warranties. The Parties each represent and warrant they each have the power and authority necessary to enter and perform this Agreement and this Agreement (when duly executed) is a valid and binding obligation of each Party.
9. Dispute Resolution. The Parties agree any dispute, claim, action, suit, or proceeding (**Claim**) between them and arising from or relating to this Agreement will first be attempted to be resolved informally commencing with one Party noticing the Claim in writing to the other Party, in which case the Parties agree to negotiate to resolve the Claim for at least forty-five (45) days from the date of notice. If the Claim is reasonably unresolved after those forty-five (45) days, the Parties agree to submit themselves and the matter to mediation or agree to extend the time for informal resolution in successive fifteen (15) day increments. If the Claim remains reasonably unresolved after at least sixteen (16) hours of mediation, the Parties agree to submit themselves and the matter to binding arbitration or agree to extend the time for mediation in successive eight (8) hour increments of mediation. In all instances, the Parties agree to negotiate in good faith towards resolving the Claim. The Parties agree to split the costs of mediation and binding arbitration equally. The Parties expressly agree to waive their respective rights to litigating Claims connected with this Agreement or its performance. The Parties further agree the arbitrator's decision will be final and binding and a judgement may be entered thereon. The Party submitting any Claim to mediation or binding arbitration agrees to notify the other Party and the Parties agree to select a mediator or binding arbitrator within thirty (30) days of such notice. If the Parties are unable to agree on a mediator or arbitrator within those thirty (30) days, the Parties agree to submit the matter of determining a mediator or arbitrator to the Presiding Judge of the Wasco County Circuit Court and agree to abide the Presiding Judge's recommendation or order.
10. Severability. If any provision of this Agreement is declared unenforceable or in conflict with any law, the Parties agree the validity of the remaining provisions will not be impacted and their rights will be construed and enforced as if this Agreement did not contain that particular invalid provision.
11. Waiver. The Parties agree any Party's failure to enforce any provision of this Agreement does not constitute that Party's waiver of that or any other provision.
12. Integration and Amendment. The Parties agree this Agreement represents their full and final agreement and supersedes all prior or contemporaneous negotiations and

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arrangements regarding this matter between them, including the provisions of the July 1, 2010, *Third Intergovernmental Agreement between Wasco County Library and City of The Dalles for Library Services*. The Parties Agree this Agreement may be amended by mutual written agreement at any time.

13. Notices. The Parties agree all notices required or permitted to be given under this Agreement shall be deemed given and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

*To the City:*                      City Manager  
    City of The Dalles  
    313 Court Street  
    The Dalles, OR 97058

*To the District:*                Chair  
    Wasco County Library Service District  
    511 Washington Street, Suite 302  
    The Dalles, OR 97058

***Continues on next.***

**IN WITNESS WHEREOF**, the Parties duly execute this **FOURTH INTERGOVERNMENTAL AGREEMENT FOR LIBRARY SERVICES** this 15th day of May, 2024.

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**CITY OF THE DALLES,**  
an Oregon municipal corporation

  
Matthew B. Klebes, City Manager

5/16/24  
Date

ATTEST:

  
Amie Ell, City Clerk

Approved as to form:

  
Jonathan Kara, City Attorney

**WASCO COUNTY LIBRARY SERVICE DISTRICT,**  
an Oregon library services district

  
Steve Kramer, Chair

  
Scott Hege, Vice-Chair

  
Phil Brady, County Commissioner

May 15, 2024  
Date

ATTEST:

  
Kathy Clark, Executive Assistant

Approved as to form:

  
Kristen Campbell, County Counsel