AGENDA
WASCO COUNTY LIBRARY SERVICE DISTRICT
BOARD MEETING
Tuesday, April 19, 2016
4:00 p.m.
Maupin

I. CALL TO ORDER

II. APPROVAL OF MINUTES

a. Approval of March 15, 2016 Library Board Meeting Minutes

III. RECOGNITION OF VISITORS AND INTERESTED PARTIES

IV. ADDITIONS TO AGENDA

Intergovernmental Agreements Review

V. SHARED CONCERNS OF THE BOARD

VI. LIBRARY DIRECTOR REPORTS

VII. OLD BUSINESS

VIII. NEW BUSINESS

IX. FINANCIAL REVIEW

X. UPDATES

XI. ADJOURNMENT

a. Set Next Meeting Date and Location

b. Adjourn

Wasco County Library Service District

Board Meeting

March 15, 2016

Location: Dufur

Board members present: Rita Rathkey, Carolyn Wood, Carol Jones, Margaret Brewer

Staff present: Valerie Stephenson, Sarah Tierney, Jeff Wavrunek

Called to order: at 4:04 by chairman, Rita Rathkey

Corrections to minutes: None Margaret Brewer moved to approve, Carol Jones seconded, and the minutes were approved.

Additions to agenda:
Some of the updates to the policies that the Board has previously signed need to be dated. Jeff talked to Kathy White at the County, and she said that it would be acceptable for him to date and initial those policies.

Jeff asked if the policies need to be reviewed every year. The Board did not think this was necessary.

Shared Concerns:
At the next City Council meeting on Monday at noon, one of the items on the agenda is goals related to the library. The City is exploring the possibility of asking the County to help cover the cost of The Dalles Library building. Dufur and Maupin taxpayers already pay for their own libraries. Those county taxpayers shouldn't be expected to pay for The Dalles Library building as it does not seem fair. Carolyn Wood will be attending the meeting, as well as Corliss Marsh and Jeff. They will be able to give background on the history of the Library Service District.

Library Directors' Reports:
Dufur – Sarah reported last month was the book fair; they are getting ready for Library Week next month. She has been working on Summer Reading. Public Story Time continues to be successful. The library will be closed next week for Spring Break.

Maupin – Valerie reports that fundraising is going well. So far they have raised $112,000, which includes a $5,000 donation. She is working on Summer Reading, and has a couple of performers scheduled. She is lining up other programs.

The Dalles – Jeff reports that they have started framing the new addition, and it is actually starting to look like something. The storm drainage was an issue, but the site supervisor is working on it, trying to keep costs down. The sewer line for the new bathroom is going around outside the building. The storm drainage water will be pumped. June is the target month for completion.

Megan received a grant for Teen Tech Week, which was promoted on the radio. There was a good turnout, as many as 34 at each event, mainly because of the publicity. Carolyn Wood pointed out that next time we should see about working with Google on the technology, as this is something they do.

Old Business: Membership bylaws show the Library Board as having room for one more Director. Jeff related that he has 3 excellent candidates to represent The Dalles (Carolyn Wood is a member-at-large). The City will recommend someone, and then the County approves them. There should be someone in place by July 1st. There was a discussion of how long a term lasts. According to the bylaws, it is four years. Under Duties, the board is responsible for inter-governmental agreements. Carolyn Wood explained that there is usually a MOU (memo of understanding), between agencies. A new MOU is submitted each time there is an update. Next month the board will look at the inter-governmental agreements. Evaluation of the director is also listed under duties, but it is actually the City Manager that does the evaluation, though the board can give input if necessary.

New Business: Nothing

Financial Review: Jeff is working on the budget; a lot of tax dollars have been lost due to compression. Libraries can probably expect a 1% increase in budget, but not much higher. The Library Service District has a reserve fund to be used if needed due to reduced tax revenue or an emergency. Jeff has a draft of the audit for the Service District if the board wants to look at it. He will email copies before the next board meeting.

Updates: Carolyn Wood asked for an update on Outreach services. It was explained that books and other materials are being taken to various assisted living facilities, as well as two community meal sites. Items are actually checked out to individual people, not to the facility itself. Anything not checked out is brought back to the library (it should be pointed out that each of these facilities have their own libraries that the residents can also take advantage of). Margaret Brewer asked about the large increase in library patrons from the previous month. This is the result of Dana's visits to various classrooms and students getting library cards. The statistics in this report are just for The Dalles; it was asked if Dufur and Maupin should be compiling a similar report. There was some discussion, and it was thought that such information might be useful.

The next meeting will be held April 19th at 4:00 in Maupin.

Meeting adjourned at 5:17 p.m.

WASCO COUNTY LIBRARY SERVICE
DISTRICT BOARD OF DIRECTORS

_____
Rita Rathkey, Chair

_____
Margaret Brewer, Vice-Chair

_____
Carolyn Wood, Board Member

_____
Carol Jones, Board Member

	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15
VISITOR COUNT	**12,763**	**10,864**	**10,381**	**11,834**	**9,610**	**10,345**
INTERNET USERS	**2,291**	**2,237**	**1,898**	**1,930**	**1,748**	**1,891**
Overdrive Read	**61**	**89**	**47**	**63**	**25**	**37**
Open EPUB ebook	**2**	**1**	**1**	**2**	**1**	**2**
overdrive video	**0**	**0**	**0**	**0**	**0**	**0**
adobe PDF ebook	**1**	**0**	**2**	**0**	**2**	**1**
kindle book	**127**	**144**	**117**	**138**	**139**	**154**
adobe EPUB ebook	**112**	**97**	**99**	**102**	**120**	**114**
overdrive MP3 audiobook	**300**	**320**	**331**	**306**	**277**	**349**
overdrive WMA audiobook	**0**	**0**	**0**	**0**	**0**	**0**
Open PDF ebook	**0**	**0**	**0**	**0**	**0**	**0**
Pending (ebook)	**44**	**65**	**48**	**57**	**36**	**42**
Pending (audiobook)	**31**	**43**	**27**	**25**	**41**	**31**
Pending (video)	**0**	**0**	**0**	**0**	**0**	**0**
OverdriveListens	**18**	**22**	**14**	**13**	**11**	**26**
LIBRARy2GO total	**696**	**781**	**686**	**706**	**652**	**756**
TUMBLEBOOKS	**8**	**11**	**20**	**28**	**18**	**12**
PATRONS ADDED	**143**	**80**	**113**	**79**	**67**	**93**
ILL'S SENT	**740**	**794**	**854**	**869**	**870**	**873**
ILL'S RECEIVED	**739**	**875**	**673**	**592**	**628**	**615**
MONTHLY CIRC	**16,756**	**15,649**	**15,304**	**15,151**	**14,143**	**15,646**
	0	**0**	**0**	**0**		**0**
	0	**0**	**0**	**0**		**0**
LIBRARY2GO	**696**	**781**	**686**	**706**	**652**	**756**
	0	**0**	**0**	**0**		**0**
TOTAL CIRC	**17,452**	**16,430**	**15,990**	**15,857**	**14,795**	**16,402**

Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
11,261	11,314	10,427			
2,025	2,144	2,328			
51	42	41			
12	7	2			
0	0	0			
1	1	3			
151	102	141			
123	82	118			
350	291	339			
0	0	0			
0	0	0			
28	33	45			
20	26	27			
0	0	0			
30	38	34			
766	622	750			
20	50	162			
78	271	111			
995	741	963			
971	889	826			
16,477	16,859	17,769			
0					
0					
766	622	750			
17,243	17,481	18,519			

Mar-16

Youth Services

Date	Name of Event/Outrea	Total includes adults
3/2/16	Wobbler/Toddler Storytime	9
3/3/16	Baby Storytime	12
3/3/16	Baby Signs	12
3/5/16	Penny's Puppets	73
3/5/16	Movie: The Good Dinosaur	34
3/5/16	Penney's Puppets	73
3/8/16	Wobbler/Toddler Storytime	23
3/9/16	Baby Storytime	12
3/9/16	Baby Signs	12
3/10/16	Zumba for Kids	23
3/10/16	Preschool Storytime	10
3/16/16	Wobbler/Toddler Storytime	10
3/16/16	Weaving for Children/LEO Grant	18
3/17/16	Baby Storytime	20
3/17/16	Baby Signs	20
3/17/16	Andres Salguro	67
3/18/16	Preschool Storytime	5
3/19/16	Family Storytime	0
3/23/16	Eric Herman Children's Concert	75
3/24/16	Baby Storytime	6
3/24/16	Baby Signs	6
3/24/16	Lego League	14
3/25/16	Preschool Storytime	16
3/30/16	Wobbler/Toddler Storytime	14
3/30/16	Home Depot Bird Houses	18
3/31/16	Baby Storytime	16
3/31/16	Baby Signs	16
	Total	**614**

Preschool Outreach

Date	Name of Event/Outreach	
3/3/16	Sonrise Academy	16
3/3/16	Head Start - Petersburg	20
3/9/16	TD Headstart	48
3/10/16	TD Headstart	15
3/10/16	Head Start - Petersburg	10
3/24/16	O.C.D.C. Tcay was toddlers	8
	Total	117

Teen Services

Date	**Name of outreach/event**	**Total**
2/29/12	Youth Knitting	8
3/1/12	TLAB	8
3/2/12	Yu-gi-oh!	5

3/7/12	Tinker Tuesday	40
3/8/12	Wired-In Wednesday	30
3/9/12	Throwback Thursday	34
3/10/12	Fabrication Friday	19
3/11/12	Salvage Saturday	8
3/11/12	Teen Tech Bingo (passive program)	39
3/14/12	Youth Knitting	8
3/16/12	Yu-gi-oh!	5
3/29/16	4H App Maker Club	6
3/30/16	Books and Brownies (outreach)	8
	Total	218
Adult Services		
3/1/16	Family Craft Night	3
3/2/16	Dufur Potla Outreach	7
3/8/16	Oregon Vet Outreach	5
3/8/16	Flagstone Outreach	13
3/8/16	Springs @ N Outreach	17
3/9/16	Join the Co Oregon Humanities program	10
3/10/16	Canyon Rin Outreach	12
3/10/16	Tygh Valley Outreach	10
Reference Services		97
Computer Classes, Drop-In Hours and Open Lab		16

FUND 004 LIBRARY FUND — DEPT/DIV 2100 LIBRARY/

BA SUB	ELE SUB	OBJ	ACCOUNT DESCRIPTION	CURRENT BUDGET	CURRENT ACTUAL	CURRENT %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
45			CULTURE AND RECREATION										
455			LIBRARY										
	01		PERSONNEL SERVICE										
	11	00	REGULAR SALARIES	30929	28827.39	93	278361	278352.41	100	.00	371154	92801.59	75
	12	00	PARTTIME/TEMP SALARIES	8876	9871.80	111	79884	60755.33	76	.00	106513	45757.67	57
	13	00	OVERTIME SALARIES	208	24.33	12	1872	174.48	9	.00	2500	2325.52	7
	21	10	MEDICAL INSURANCE	10314	12757.92	124	92826	109518.55	118	.00	123772	14253.45	89
		20	L-T DISABILITY INSURANCE	242	238.23	98	2178	2099.67	96	.00	2912	812.33	72
		30	LIFE INSURANCE	41	44.95	110	369	395.86	107	.00	503	107.14	79
		40	WORKERS COMP INSURANCE	283	28.68	10	2547	3458.30	136	.00	3396	62.30-	102
	22	00	FICA	3061	3209.21	105	27549	25055.06	91	.00	36733	11677.94	68
	23	00	RETIREMENT CONTRIBUTIONS	4138	3923.83	95	37242	28050.78	75	.00	49663	21612.22	57
	28	00	VEBA CONTRIBUTIONS	96	.00	0	864	930.96	108	.00	1158	227.04	80
	29	00	OTHER EMPLOYEE BENEFITS	20	15.00	75	180	135.00	75	.00	240	105.00	56
	01	**	PERSONNEL SERVICE	58208	58941.34	101	523872	508926.40	97	.00	698544	189617.60	73
	02		MATERIALS & SERVICES										
	31	10	CONTRACTUAL SERVICES	4930	1237.80	25	44370	37504.66	85	1060.00	59167	20602.34	65
	32	20	SPECIAL LEGAL SERVICES	33	.00	0	297	.00	0	.00	399	399.00	0
	41	10	WATER & SEWER	295	63.00	21	2655	2909.39	110	.00	3551	641.61	82
		20	GARBAGE SERVICES	90	115.43	128	810	738.87	91	.00	1089	350.13	68
		40	ELECTRICITY	2313	1715.29	74	20817	13469.52	65	.00	27763	14293.48	49
	43	10	BUILDINGS AND GROUNDS	3715	1237.62	33	33435	5354.55	16	.00	44583	39228.45	12
		40	OFFICE EQUIPMENT	1047	144.57	14	9423	2609.64	28	.00	12574	9964.36	21
		45	JOINT USE OF LABOR/EQUIP	16	.00	0	144	.00	0	.00	200	200.00	0
		51	GAS/OIL/LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
		52	LIBRARY VEHICLE	219	46.77	21	1971	701.90	36	.00	2638	1936.10	27
		77	HVAC SYSTEMS	356	.00	0	3204	44.80	1	.00	4279	4234.20	1
	52	10	LIABILITY	283	.00	0	2547	3571.72	140	.00	3406	165.72-	105
		30	PROPERTY	473	.00	0	4257	5102.16	120	.00	5684	581.84	90
		50	AUTOMOTIVE	34	.00	0	306	409.80	134	.00	415	5.20	99
	53	20	POSTAGE	313	5.09	2	2817	70.07	3	.00	3758	3687.93	2
		30	TELEPHONE	659	1018.19	155	5931	5754.01	97	.00	7916	2161.99	73
	58	10	TRAVEL, FOOD & LODGING	518	200.59	39	4662	1759.22	38	.00	6217	4457.78	28
		50	TRAINING AND CONFERENCES	832	805.00	97	7488	1105.00	15	.00	9995	8890.00	11
		70	MEMBERSHIPS/DUES/SUBSCRIP	144	372.00	258	1296	1285.59	99	.00	1735	449.41	74
	60	10	OFFICE SUPPLIES	2324	1130.51	49	20916	13614.97	65	.00	27899	14284.03	49
		20	JANITORIAL SUPPLIES	203	400.93	198	1827	921.94	51	.00	2441	1519.06	38
		85	SPECIAL DEPT SUPPLIES	979	1144.08	117	8811	7700.57	87	.00	11753	4052.43	66
	64	20	LIBRARY BOOKS AND BINDING	8485	9888.80	117	76365	63576.58	83	.00	101829	38252.42	62
		30	LIBRARY PERIODICALS	402	540.00	134	3618	3247.45	90	.00	4831	1583.55	67
		40	AUDIO/VISUAL MATERIALS	1654	900.55	54	14886	18363.91	123	.00	19857	1493.09	93
		80	COMPUTER SOFTWARE	1104	.00	0	9936	9359.15	94	.00	13253	3893.85	71
	69	50	MISCELLANEOUS EXPENSES	1312	5000.00	381	1808	5074.49	281	.00	5750	675.51	88
		80	ASSETS < $5000	14953	.00	0	152367	14445.52	10	.00	197232	182786.48	7
	02	**	MATERIALS & SERVICES	47686	25966.22	55	436964	218695.48	50	1060.00	580214	360458.52	38
	03		CAPITAL OUTLAY										
	72	20	BUILDINGS	85939	106874.78	124	721206	225470.57	31	623802.49	979035	129761.94	87

FUND 004 LIBRARY FUND — DEPT/DIV 2100 LIBRARY/

BA SUB	ELE SUB	OBJ	ACCOUNT DESCRIPTION	CURRENT BUDGET	CURRENT ACTUAL	CURRENT %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
45			CULTURE AND RECREATION										
455			LIBRARY										
	03		CAPITAL OUTLAY										
	74	20	VEHICLES	0	.00	0	0	.00	0	.00	0	.00	0
		30	FURNITURE AND FIXTURES	0	.00	0	0	.00	0	.00	0	.00	0
		40	OFFICE EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
		50	COMPUTER EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
	03	**	CAPITAL OUTLAY	85939	106874.78	124	721206	225470.57	31	623802.49	979035	129761.94	87
455	**	**	LIBRARY	191833	191782.34	100	1682042	953092.45	57	624862.49	2257793	679838.06	70
45	**	**	CULTURE AND RECREATION	191833	191782.34	100	1682042	953092.45	57	624862.49	2257793	679838.06	70
DIV	2100		TOTAL *******	191833	191782.34	100	1682042	953092.45	57	624862.49	2257793	679838.06	70
DEPT	21		TOTAL ******* LIBRARY	191833	191782.34	100	1682042	953092.45	57	624862.49	2257793	679838.06	70

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, City Manager

Date: 7-28-10

ATTEST:

Julie Krueger, MMC, City Clerk

Date: 7-28-10

APPROVED AS TO FORM:

Gene E. Parker, City Attorney

Date: 7-27-10

WASCO COUNTY BOARD OF COMMISSIONERS

Dan Ericksen, Chair

Date: 7/21/10

Sherry Holliday, Commissioner

Date: 7-21-10

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: January 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

AGREEMENT BETWEEN
THE WASCO COUNTY LIBRARY AND THE CITY OF MAUPIN
FOR
LIBRARY SERVICES

FILED
WASCO COUNTY
2008 JAN 29 P 3: 58
KAREN LEBRETON COATS
COUNTY CLERK

This agreement, effective July 1, 2007, is between the Wasco County Library, hereinafter referred to as "District" and the City of Maupin, 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;

WHEREAS, for many years the City of Maupin has provided a facility for the Southern Wasco County Library in Maupin;

WHEREAS, for many years the operations of the Southern Wasco County library have been managed and funded by a non-profit group known as the Southern Wasco County Library (hereinafter referred to as "Non-Profit");

WHEREAS, the voters of Wasco County have expressed their need and desire for Library services;

WHEREAS, the establishment of the District was approved by a vote of the people at an election on November 7, 2006 and created by an Order of the Wasco County Court of Wasco County, Oregon on November 30, 2006 under provisions of ORS 451.010 (1)(i), to provide support and funding for library services in Wasco County;

WHEREAS, the citizens of Wasco County voted on November 7, 2006, to approve a District Tax Base to provide funds for the fiscal year beginning July 1, 2007;

WHEREAS, the Wasco County Court is the governing body of the District;

WHEREAS, the governing body of the District will approve a budget for each fiscal year to begin July 1;

WHEREAS, there is contemplated to be three branches of the Wasco County Library: the Main Library, the Dufur Library and the Southern Wasco County Library;

WHEREAS, the Non-Profit, desires to turn over the management of the Southern Wasco County Library to the District, and operate more as a Friends of The Library to the Southern Wasco County Library; and

WHEREAS, the City desires to and has the necessary expertise and infrastructure to provide services to the District for the Southern Wasco County Library.

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

1. Effective Date: This Agreement is effective July 1, 2007.

2. Duration: Both parties hope and expect this arrangement to last many years. This Agreement is automatically extended each July 1st for the following twelve months. Either party may elect to not renew this Agreement by giving the other party notice of its intent to not renew no later than 30 days prior to each July 1st. Otherwise, this Agreement may not be terminated for convenience.

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 System.

4.2 Facilities. The City shall provide facilities for the Southern Wasco County Library.

4.2.1 The Southern Wasco County Library is currently located at 410 Deschutes Avenue in Maupin. Upon mutual agreement, the location may be changed.

4.2.2 The City shall, at its own expense, be financially responsible for the major maintenance and renovations of the Southern Wasco County 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.

4.3 Administrative and Overhead Costs. The City shall, at its own expense, provide indirect administration and overhead services to the Southern Wasco County Library operation, including Financial, Personnel, Administrative and Legal Services. However, the City may utilize awarded funds to pay for the City Recorder's time for providing services to the Southern Wasco County Library as agreed upon by the parties to this agreement. The Recorder's time charged at her regular pay rate, including benefits, shall be specifically budgeted in the annual operating and capital expenditures budget for the Southern Wasco County Library.

4.4 Use of Awarded Funds.

4.4.1 The City shall use awarded funds for the operation of the Southern Wasco County Library for local costs. These are costs that are not included in the countywide services which will be covered and provided by The Dalles Branch, and may include payroll and benefits for personnel, including the Southern Wasco County Librarian, office and library supplies, additional library materials, insurance, equipment, utilities, professional services, travel, repairs and capital outlay.

4.4.2 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 grounds maintenance, including minor repairs, may also be paid from funds awarded to the City. A minor repair is one that does not exceed $2,000.00 (two-thousand dollars).

4.4.3 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 Southern Wasco County Library's hours of operation for the public shall be at twenty (20) hours per week starting July 1, 2007. The actual days and hours of operation shall be based upon use and established by the City of Maupin.

4.6 Annual Reporting. The City will provide the County Court with an annual audit report, and make an oral presentation on its activities 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 Southern Wasco County Library 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.

4.10 Transfer of Assets. Any assets purchased with awarded funds or obtained through its participation in the Wasco County Library System (including the assets donated by the Non-Profit) shall be turned over to the District or its designee if the City ceases operating the Southern Wasco County Library for any reason and at any time.

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:

5.1.2 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. 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 Southern Wasco County Library. These amounts shall be reported to the District at the annual audit report. (See Section 4.6).

6.2 The annual operating and capital expenditures budget for the Southern Wasco County Library shall be prepared and presented by the Library Board to the City Budget Committee and District Budget Committee no later than April 1 and shall be considered for approval by the City Budget Committee and District Budget Committee no later than May 15.

6.3 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.

6.4 The City will, with the awarded funds, reimburse the Non-Profit for reasonable costs of the Southern Wasco County Library operation incurred for personal services, materials and services, and capital outlay from July 1, 2007 to the time that City takes over the Library operations.

6.5 Except as limited by this agreement, the assets currently owned by the City in the Southern Wasco County Library and those received from the Non-Profit, shall 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 The District anticipates that the Non-Profit will donate all its physical assets contained in the Southern Wasco County Library, including circulation materials, to the City.

6.7 The 2007-2008 fiscal year's Southern Wasco County Library budget and allocation is attached as Exhibit A. Each following year's budget shall become part of this Agreement.

6.8 Payment Schedule.

6.8.1. The District agrees to provide the City on December 1, the sum equal to

58% of the approved fiscal year's Southern Wasco County Library budget and allocation and an additional sum equal to 7% of the approved fiscal year's Southern Wasco County Library budget and allocation on the first day of each month for the period from January through June. Provided however, the latter payments may be reduced if budgeted tax funds are not received by the District. For the fiscal year 2007-2008, 65% shall be provided to the City in January 2008, with the additional sums equal to 7% on the first day of each month for the period from February through June.

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, disabled veteran or veteran status in any activity or operation carried out in the performance of this Agreement.

11. Insurance. City shall provide proof of general liability 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 one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

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. Beginning March 1, 2008, the parties shall initiate negotiations for a new agreement, with input from the Library Board.

19. Notices. All notices to the respective parties shall either be personally delivered or sent certified mail to the following addresses:

Wasco County Library
Dan Ericksen, County Judge
511 Washington Street, Suite 302
The Dalles, OR 97058

City of Maupin
Dennis D. Ross, Mayor
P.O. Box 308
408 Deschutes Avenue
Maupin, OR 97037

WASCO COUNTY COURT
WASCO COUNTY LIBRARY

Dan Ericksen, Judge

Sherry Holliday, Commissioner

Bill Lennox, Commissioner

CITY OF MAUPIN

Dennis D. Ross, Mayor

ATTEST:

DeOra M. Patton, City Recorder

ATTEST:

Kathy McBride

Kathy McBride, Administrative Assistant

Approved as to form

Paul F. Sumner, City Attorney

Southern Wasco County Library Budget 2007-2008
Revised Budget Proposal 2007-2008
Submitted October 9, 2007 to District Library Board
Submitted October 10, 2007 to District Governing Body (WC Court)

	APPROVED BUDGET 7/1/2007	PROPOSED REVISED BUDGET 10/9/2007	REVISED BUDGET PER DISTRICT 10/10/2007
PERSONAL SERVICES:			
Wages (Librarian)	11,050	18,200	15,997
Benefits (Librarian & City Personnel)	600	5,794	3,249
City Admin Accounting Personnel		2,756	2,756
TOTAL PERSONAL SERVICES	**11,650**	**26,750**	**22,002**
MATERIALS & SERVICES:			
Books, Periodicals and Media	2,300	2,300	2,300
Office & Library Supplies, PO Box etc.	2,000	2,000	2,000
Insurance	1,300	1,300	1,300
Electric	900	900	900
Equipment	700	700	700
Sewer/Water	636	636	636
Professional Services	600	600	600
Travel (.40/mile) **revise to .485**	400	485	485
Repairs	300	300	300
TOTAL MATERIALS & SERVICES	**9,136**	**9,221**	**9,221**
CAPITAL OUTLAY:			
Counters/Shelves	1,000	1,000	1,000
TOTAL CAPITAL OUTLAY	**1,000**	**1,000**	**1,000**
TOTAL REQUIREMENTS	**21,786**	**36,971**	**32,223**

ORIGINAL DISTRICT BUDGET DISTRIBUTION:	$22,772.00
APPROVED REVISED BUDGET:	$32,223.00
DIFFERENCE FOR REVISED BUDGET:	$9,451.00

FILED
WASCO COUNTY

2007 DEC 21 P 2:23

MARTIN LEBRETON COATS
COUNTY CLERK

IN THE COUNTY COURT OF THE STATE OF OREGON

IN AND FOR THE WASCO COUNTY LIBRARY SERVICE DISTRICT

IN THE MATTER OF TRANSFERRING $9,451.00 FROM WITHIN THE LIBRARY DISTRICT TRUST FUND DURING FISCAL YEAR 2007-2008.	)))	O R D E R

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Court being present; and

IT APPEARING TO THE COURT: That when the Wasco County Library Service District Budget for Fiscal Year 2007-2008 was adopted it was unforeseen that the Library Service District would be contracting with the City of Maupin to maintain and operate the Southern Wasco County Library instead of the Southern Wasco County Library Non-Profit Board, which resulted in an increase in costs; and

IT FURTHER APPEARING TO THE COURT: That it was also unforeseen that a salary adjustment would need to be made to the Southern Wasco County Librarian Position to place the salary more in line with the

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other Librarian Positions in the newly created Wasco County Library Service District; and

IT FURTHER APPEARING TO THE COURT: That a transfer from the Library District Trust Fund "Unforeseen Contingency" Account in the amount of $9,451.00 is required during Fiscal Year 2007-2008 to cover the increase in costs in contracting with the City of Maupin for the operation of the Southern Wasco County Library.

NOW, THEREFORE, IT IS HEREBY ORDERED: That $9,451.00 be transferred from the Library District Trust Fund "Unforeseen Contingency" Account #706.97.3706.56798 to the Library District Trust Fund "Contractual Payments" Account #706.97.3706.56712 to cover the increase in costs in contracting with the City of Maupin for the operation of the Southern Wasco County Library during Fiscal Year 2007-2008.

DATED this 21st day of November, 2007.

WASCO COUNTY COURT

Dan Ericksen, County Judge

Sherry Holliday, County Commissioner

Bill Lennox, County Commissioner

AGREEMENT BETWEEN
THE WASCO COUNTY LIBRARY AND DUFUR SCHOOL DISTRICT #29
FOR
LIBRARY SERVICES

FILED
WASCO COUNTY
2008 JAN 29 P 3:58
KAREN LEBRETON COATS
COUNTY CLERK

This agreement, effective July 1, 2007, is between the Wasco County Library hereinafter referred to as "District" and Dufur School District #29, a municipal corporation of the State of Oregon, hereinafter referred to as "Dufur School."

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;

WHEREAS for many years the Dufur School has provided a facility for the Dufur Community Library;

WHEREAS for many years the operations of the Dufur Community Library have been managed and jointly funded by the City of Dufur and the Dufur School District;

WHEREAS the voters of Wasco County have expressed their need and desire for Library services;

WHEREAS the establishment of the District was approved by a vote of the people at an election on November 7, 2006 and created by an Order of the County Court of Wasco County, Oregon on November 30, 2006 under provisions of ORS 451.010 (1)(i), to provide support and funding for library services in Wasco County;

WHEREAS the citizens of Wasco County voted on November 7, 2006, to approve a District Tax Base to provide funds for the fiscal year beginning July 1, 2007;

WHEREAS the Wasco County Court is the governing body of the District;

WHEREAS the governing body of the District will approve a budget for each fiscal year to begin July 1;

WHEREAS there is contemplated to be three branches of the Wasco County Library: the Main Library, Dufur Community Library and the Southern Wasco County Library; and

WHEREAS, the Dufur School desires to and has the necessary expertise and infrastructure to provide services to the District for Dufur Community Library.

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

1. Effective Date: This Agreement is effective July 1, 2007.

2. Duration: Both parties hope and expect this arrangement to last many years and is automatically extended each July 1st for the following twelve months. Either party may elect to not renew the agreement by giving the other party notice of its intent to not renew no later than 30 days prior to each July 1st. Otherwise, this agreement may not be terminated for convenience.

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 Dufur School and other entities that can provide these types of services to the public.

4. Dufur School Responsibilities:

4.1 In General. Library facilities and services shall be made available to the public and the Dufur School shall work in coordination with other branches of the Wasco County Library System.

4.2 Facilities. Dufur School shall provide facilities and services for the Dufur Community Library.

4.2.1 The Dufur Community Library is currently located at the Dufur School in Dufur, and shall remain at the Dufur School through the term of this Agreement.

4.2.2 Dufur School shall, at its own expense, be financially responsible for the maintenance and renovations of the Dufur Community 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. In addition, the Dufur School shall maintain at its own expense the electrical, plumbing, HVAC and other operational systems and provide janitorial services for the Dufur Community Library.

4.3 Administrative and Overhead Costs. The Dufur School shall, at its own expense, provide indirect administration and overhead services to the Dufur Community Library operation, including Financial, Personnel, Administrative and Legal Services.

4.4 Use of Awarded Funds.

4.4.1 Dufur School shall use awarded funds for the operation of the Dufur Community Library for local costs, according to the approved Dufur School Library budget. These are costs that are not included in the countywide services which will be covered and provided by The Dalles Branch, and may include payroll and benefits for personnel as per the Dufur School District salary schedule.

4.4.2 Dufur School shall employ the Dufur Librarian and others as necessary to provide the general library services for the Dufur Community Library.

4.4.3 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 Dufur Community Library's hours of operation for the public shall be determined by Dufur School.

4.6 Annual Reporting. Dufur School will provide the County Court with an annual audit report, and make an oral presentation on its activities for the year, at the time the audit report is presented to the District governing body.

4.7 Purchasing and Contracting Rules. For procurement, Dufur School shall comply with the applicable provisions of the Public Contracting Code (ORS 279A, 279B and 279C, as may be amended) and Dufur School's own procurement rules promulgated in connection with those statutes.

4.8 Insurance coverage. Dufur School shall provide coverage as required under State of Oregon Workers' Compensation Act for all Dufur School 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, Dufur School shall indemnify and hold harmless the District, its officers, agents and employees from any claims arising out of or relating to the activities of Dufur School 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 recommend to the District governing body any amendments to this Agreement.

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. Obligations and Considerations

6.1 All library fees, fines or interest collected by Dufur School are solely for the benefit of the Wasco County Library and shall be utilized by Dufur School for operation of the Dufur Community Library. These amounts shall be reported to the District at the annual audit report. (See Section 4.6).

6.2 If the Dufur School desires to change the amount allocated to Dufur School or make special requests for additional funding, Dufur School will notify the Library Board no later than March 1 and have its final proposal for such funding submitted no later than April 1 of each year.

6.3 Any surplus of revenue due to operating costs being less than projected will be maintained by Dufur School 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.

6.4 Except as limited by this agreement, the assets currently owned by Dufur School in the Dufur Community Library shall be considered the property of the Dufur School for the remaining life of the assets, and as Dufur School expends District allocated funds to replace those assets or purchases new materials, including circulation materials, those items shall be considered property of Dufur School for use in the Wasco County Library System.

6.5 The 2007-2008 fiscal year's Dufur Community Library budget and allocation is attached as Exhibit A. Each following year's budget shall become a part of this agreement.

6.6 Payment Schedule. The District agrees to provide Dufur School on December 1, the sum equal to 58% of the approved fiscal year's Dufur Community Library budget allocation and an additional sum equal to 7% of the approved fiscal year's Dufur Community Library budget and allocation on the first day of each month for the period from January through June. Provided however, the latter payments may be reduced if budgeted tax funds are not received by the District. For the fiscal year 2007-2008, 65% shall be provided to Dufur School in January 2008, with the additional sums equal to 7% on the first day of each month for the period from February through June.

7. Performance of Responsibilities. While District can evaluate the quality of the performance of Dufur School's responsibilities under this Agreement, the District will not control the day-to-day manner of the Dufur School's performance of its obligations. Dufur School is responsible for those. If there is a default in performance under this agreement, either party must provide the other party notice of the alleged default and a reasonable amount of time to cure the default.

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. Dufur School understands and agrees that the Library District's payments under this Agreement are contingent on the Library 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 reduce payments under this agreement to Dufur School proportionately

to budgeted actual revenues, without penalty or liability to District, effective upon the delivery of written notice to Dufur School, 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 Dufur School.

9. Audit. District shall have the right to audit the books of the Dufur School as they relate to this Agreement. The Dufur School hereby agrees that its books and records shall be available for inspection at reasonable times.

10. Nondiscrimination. The Dufur School and District agree that neither shall discriminate on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, disability, disabled veteran or veteran status in any activity or operation carried out in the performance of this Agreement.

11. Insurance. Dufur School shall provide proof of general liability 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 one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

12. Subcontracts and Assignment; Successors in Interest. The Dufur School 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. The Dufur School 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, Dufur School 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:

Wasco County Library
Dan Ericksen, County Judge
511 Washington Street, Suite 302
The Dalles, OR 97058

Dufur School District #29
Jack Henderson, Superintendent
802 NE 5th Street
Dufur, OR 97021

WASCO COUNTY COURT
WASCO COUNTY LIBRARY

Dan Ericksen, Judge

Sherry Holliday, Commissioner

Bill Lennox, Commissioner

DUFUR SCHOOL DISTRICT #29

Jack Henderson, Superintendent

ATTEST:

Kathy McBride, Administrative Assistant

APPROVED AS TO FORM:

Dufur School Attorney

County Library Budget Proposal for
Dufur School/Community Library
2007-08

Prepared by Louise Walkowiak 3/21/07

Description	Explanation	Estimate	Proposed
Books	All levels of Fiction and Nonfiction books	5,000	5,000
Consumable Supplies	Processing of books and media items, incentives such as . summer reading program materials, motivational speakers and prizes	1,350	1,350
Non-consumable Supplies	Permanent furnishings: bookshelves, tables, etc.	3,250	3,250
Equipment	Computers, printers, label maker, laminator, etc.	2,000	2,000
Media	Material formats such as; CD, DVD, Books on Tape, etc.	404	500
Periodicals	Newspaper subscription- Oregonian $42/bi-monthy=$250 Magazine subscriptions- Community interest 10 subs. @ $200	447	450
Repair	Servicing or repair of equipment purchased with Co. monies	100	100
Software	Computer programs and maintenance agreements/support	300	300
Telephone	Separate line from the School which allows direct contact with the library during evening and summer hours.	347	350
Travel	To cover expenditures for librarian if required to attend County Library meeting/workshops beyond Wasco Co.($.40/mi)	150	150
Substitute pay	To cover librarian's job if a County Library meeting is scheduled during school hours: $9.29/hr- nine meetings of 3 hrs.	250	250
Advanced Reading Program	Held during summer break for children who wish to advance their reading skills.	2,000	2,000
	Total	15,598	15,700

AGREEMENT BETWEEN
THE WASCO COUNTY LIBRARY AND THE CITY OF MAUPIN
FOR
LIBRARY SERVICES

FILED
WASCO COUNTY
2008 JAN 29 P 3: 58
KAREN LEBRETON COATS
COUNTY CLERK

This agreement, effective July 1, 2007, is between the Wasco County Library, hereinafter referred to as "District" and the City of Maupin, 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;

WHEREAS, for many years the City of Maupin has provided a facility for the Southern Wasco County Library in Maupin;

WHEREAS, for many years the operations of the Southern Wasco County library have been managed and funded by a non-profit group known as the Southern Wasco County Library (hereinafter referred to as "Non-Profit");

WHEREAS, the voters of Wasco County have expressed their need and desire for Library services;

WHEREAS, the establishment of the District was approved by a vote of the people at an election on November 7, 2006 and created by an Order of the Wasco County Court of Wasco County, Oregon on November 30, 2006 under provisions of ORS 451.010 (1)(i), to provide support and funding for library services in Wasco County;

WHEREAS, the citizens of Wasco County voted on November 7, 2006, to approve a District Tax Base to provide funds for the fiscal year beginning July 1, 2007;

WHEREAS, the Wasco County Court is the governing body of the District;

WHEREAS, the governing body of the District will approve a budget for each fiscal year to begin July 1;

WHEREAS, there is contemplated to be three branches of the Wasco County Library: the Main Library, the Dufur Library and the Southern Wasco County Library;

WHEREAS, the Non-Profit, desires to turn over the management of the Southern Wasco County Library to the District, and operate more as a Friends of The Library to the Southern Wasco County Library; and

WHEREAS, the City desires to and has the necessary expertise and infrastructure to provide services to the District for the Southern Wasco County Library.

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

1. Effective Date: This Agreement is effective July 1, 2007.

2. Duration: Both parties hope and expect this arrangement to last many years. This Agreement is automatically extended each July 1st for the following twelve months. Either party may elect to not renew this Agreement by giving the other party notice of its intent to not renew no later than 30 days prior to each July 1st. Otherwise, this Agreement may not be terminated for convenience.

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 System.

4.2 Facilities. The City shall provide facilities for the Southern Wasco County Library.

4.2.1 The Southern Wasco County Library is currently located at 410 Deschutes Avenue in Maupin. Upon mutual agreement, the location may be changed.

4.2.2 The City shall, at its own expense, be financially responsible for the major maintenance and renovations of the Southern Wasco County 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.

4.3 Administrative and Overhead Costs. The City shall, at its own expense, provide indirect administration and overhead services to the Southern Wasco County Library operation, including Financial, Personnel, Administrative and Legal Services. However, the City may utilize awarded funds to pay for the City Recorder's time for providing services to the Southern Wasco County Library as agreed upon by the parties to this agreement. The Recorder's time charged at her regular pay rate, including benefits, shall be specifically budgeted in the annual operating and capital expenditures budget for the Southern Wasco County Library.

4.4 Use of Awarded Funds.

4.4.1 The City shall use awarded funds for the operation of the Southern Wasco County Library for local costs. These are costs that are not included in the countywide services which will be covered and provided by The Dalles Branch, and may include payroll and benefits for personnel, including the Southern Wasco County Librarian, office and library supplies, additional library materials, insurance, equipment, utilities, professional services, travel, repairs and capital outlay.

4.4.2 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 grounds maintenance, including minor repairs, may also be paid from funds awarded to the City. A minor repair is one that does not exceed $2,000.00 (two-thousand dollars).

4.4.3 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 Southern Wasco County Library's hours of operation for the public shall be at twenty (20) hours per week starting July 1, 2007. The actual days and hours of operation shall be based upon use and established by the City of Maupin.

4.6 Annual Reporting. The City will provide the County Court with an annual audit report, and make an oral presentation on its activities 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 Southern Wasco County Library 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.

4.10 Transfer of Assets. Any assets purchased with awarded funds or obtained through its participation in the Wasco County Library System (including the assets donated by the Non-Profit) shall be turned over to the District or its designee if the City ceases operating the Southern Wasco County Library for any reason and at any time.

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:

5.1.2 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. 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 Southern Wasco County Library. These amounts shall be reported to the District at the annual audit report. (See Section 4.6).

6.2 The annual operating and capital expenditures budget for the Southern Wasco County Library shall be prepared and presented by the Library Board to the City Budget Committee and District Budget Committee no later than April 1 and shall be considered for approval by the City Budget Committee and District Budget Committee no later than May 15.

6.3 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.

6.4 The City will, with the awarded funds, reimburse the Non-Profit for reasonable costs of the Southern Wasco County Library operation incurred for personal services, materials and services, and capital outlay from July 1, 2007 to the time that City takes over the Library operations.

6.5 Except as limited by this agreement, the assets currently owned by the City in the Southern Wasco County Library and those received from the Non-Profit, shall 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 The District anticipates that the Non-Profit will donate all its physical assets contained in the Southern Wasco County Library, including circulation materials, to the City.

6.7 The 2007-2008 fiscal year's Southern Wasco County Library budget and allocation is attached as Exhibit A. Each following year's budget shall become part of this Agreement.

6.8 Payment Schedule.

6.8.1. The District agrees to provide the City on December 1, the sum equal to

58% of the approved fiscal year's Southern Wasco County Library budget and allocation and an additional sum equal to 7% of the approved fiscal year's Southern Wasco County Library budget and allocation on the first day of each month for the period from January through June. Provided however, the latter payments may be reduced if budgeted tax funds are not received by the District. For the fiscal year 2007-2008, 65% shall be provided to the City in January 2008, with the additional sums equal to 7% on the first day of each month for the period from February through June.

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, disabled veteran or veteran status in any activity or operation carried out in the performance of this Agreement.

11. Insurance. City shall provide proof of general liability 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 one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

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. Beginning March 1, 2008, the parties shall initiate negotiations for a new agreement, with input from the Library Board.

19. Notices. All notices to the respective parties shall either be personally delivered or sent certified mail to the following addresses:

Wasco County Library
Dan Ericksen, County Judge
511 Washington Street, Suite 302
The Dalles, OR 97058

City of Maupin
Dennis D. Ross, Mayor
P.O. Box 308
408 Deschutes Avenue
Maupin, OR 97037

WASCO COUNTY COURT
WASCO COUNTY LIBRARY

Dan Ericksen, Judge

Sherry Holliday, Commissioner

Bill Lennox, Commissioner

CITY OF MAUPIN

Dennis D. Ross, Mayor

ATTEST:

DeOra M. Patton, City Recorder

ATTEST:

Kathy McBride

Kathy McBride, Administrative Assistant

Approved as to form

Paul F. Sumner, City Attorney

Southern Wasco County Library Budget 2007-2008
Revised Budget Proposal 2007-2008
Submitted October 9, 2007 to District Library Board
Submitted October 10, 2007 to District Governing Body (WC Court)

	APPROVED BUDGET 7/1/2007	PROPOSED REVISED BUDGET 10/9/2007	REVISED BUDGET PER DISTRICT 10/10/2007
PERSONAL SERVICES:			
Wages (Librarian)	11,050	18,200	15,997
Benefits (Librarian & City Personnel)	600	5,794	3,249
City Admin Accounting Personnel		2,756	2,756
TOTAL PERSONAL SERVICES	**11,650**	**26,750**	**22,002**
MATERIALS & SERVICES:			
Books, Periodicals and Media	2,300	2,300	2,300
Office & Library Supplies, PO Box etc.	2,000	2,000	2,000
Insurance	1,300	1,300	1,300
Electric	900	900	900
Equipment	700	700	700
Sewer/Water	636	636	636
Professional Services	600	600	600
Travel (.40/mile) **revise to .485**	400	485	485
Repairs	300	300	300
TOTAL MATERIALS & SERVICES	**9,136**	**9,221**	**9,221**
CAPITAL OUTLAY:			
Counters/Shelves	1,000	1,000	1,000
TOTAL CAPITAL OUTLAY	**1,000**	**1,000**	**1,000**
TOTAL REQUIREMENTS	**21,786**	**36,971**	**32,223**

ORIGINAL DISTRICT BUDGET DISTRIBUTION:	$22,772.00
APPROVED REVISED BUDGET:	$32,223.00
DIFFERENCE FOR REVISED BUDGET:	$9,451.00

FILED
WASCO COUNTY

2007 DEC 21 P 2:23

MARTIN LEBRETON COATS
COUNTY CLERK

IN THE COUNTY COURT OF THE STATE OF OREGON

IN AND FOR THE WASCO COUNTY LIBRARY SERVICE DISTRICT

IN THE MATTER OF TRANSFERRING $9,451.00 FROM WITHIN THE LIBRARY DISTRICT TRUST FUND DURING FISCAL YEAR 2007-2008.	)))	O R D E R

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Court being present; and

IT APPEARING TO THE COURT: That when the Wasco County Library Service District Budget for Fiscal Year 2007-2008 was adopted it was unforeseen that the Library Service District would be contracting with the City of Maupin to maintain and operate the Southern Wasco County Library instead of the Southern Wasco County Library Non-Profit Board, which resulted in an increase in costs; and

IT FURTHER APPEARING TO THE COURT: That it was also unforeseen that a salary adjustment would need to be made to the Southern Wasco County Librarian Position to place the salary more in line with the

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other Librarian Positions in the newly created Wasco County Library Service District; and

IT FURTHER APPEARING TO THE COURT: That a transfer from the Library District Trust Fund "Unforeseen Contingency" Account in the amount of $9,451.00 is required during Fiscal Year 2007-2008 to cover the increase in costs in contracting with the City of Maupin for the operation of the Southern Wasco County Library.

NOW, THEREFORE, IT IS HEREBY ORDERED: That $9,451.00 be transferred from the Library District Trust Fund "Unforeseen Contingency" Account #706.97.3706.56798 to the Library District Trust Fund "Contractual Payments" Account #706.97.3706.56712 to cover the increase in costs in contracting with the City of Maupin for the operation of the Southern Wasco County Library during Fiscal Year 2007-2008.

DATED this 21st day of November, 2007.

WASCO COUNTY COURT

Dan Ericksen, County Judge

Sherry Holliday, County Commissioner

Bill Lennox, County Commissioner

AGREEMENT BETWEEN
THE WASCO COUNTY LIBRARY AND DUFUR SCHOOL DISTRICT #29
FOR
LIBRARY SERVICES

FILED
WASCO COUNTY
2008 JAN 29 P 3:58
KAREN LEBRETON COATS
COUNTY CLERK

This agreement, effective July 1, 2007, is between the Wasco County Library hereinafter referred to as "District" and Dufur School District #29, a municipal corporation of the State of Oregon, hereinafter referred to as "Dufur School."

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;

WHEREAS for many years the Dufur School has provided a facility for the Dufur Community Library;

WHEREAS for many years the operations of the Dufur Community Library have been managed and jointly funded by the City of Dufur and the Dufur School District;

WHEREAS the voters of Wasco County have expressed their need and desire for Library services;

WHEREAS the establishment of the District was approved by a vote of the people at an election on November 7, 2006 and created by an Order of the County Court of Wasco County, Oregon on November 30, 2006 under provisions of ORS 451.010 (1)(i), to provide support and funding for library services in Wasco County;

WHEREAS the citizens of Wasco County voted on November 7, 2006, to approve a District Tax Base to provide funds for the fiscal year beginning July 1, 2007;

WHEREAS the Wasco County Court is the governing body of the District;

WHEREAS the governing body of the District will approve a budget for each fiscal year to begin July 1;

WHEREAS there is contemplated to be three branches of the Wasco County Library: the Main Library, Dufur Community Library and the Southern Wasco County Library; and

WHEREAS, the Dufur School desires to and has the necessary expertise and infrastructure to provide services to the District for Dufur Community Library.

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

1. Effective Date: This Agreement is effective July 1, 2007.

2. Duration: Both parties hope and expect this arrangement to last many years and is automatically extended each July 1st for the following twelve months. Either party may elect to not renew the agreement by giving the other party notice of its intent to not renew no later than 30 days prior to each July 1st. Otherwise, this agreement may not be terminated for convenience.

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 Dufur School and other entities that can provide these types of services to the public.

4. Dufur School Responsibilities:

4.1 In General. Library facilities and services shall be made available to the public and the Dufur School shall work in coordination with other branches of the Wasco County Library System.

4.2 Facilities. Dufur School shall provide facilities and services for the Dufur Community Library.

4.2.1 The Dufur Community Library is currently located at the Dufur School in Dufur, and shall remain at the Dufur School through the term of this Agreement.

4.2.2 Dufur School shall, at its own expense, be financially responsible for the maintenance and renovations of the Dufur Community 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. In addition, the Dufur School shall maintain at its own expense the electrical, plumbing, HVAC and other operational systems and provide janitorial services for the Dufur Community Library.

4.3 Administrative and Overhead Costs. The Dufur School shall, at its own expense, provide indirect administration and overhead services to the Dufur Community Library operation, including Financial, Personnel, Administrative and Legal Services.

4.4 Use of Awarded Funds.

4.4.1 Dufur School shall use awarded funds for the operation of the Dufur Community Library for local costs, according to the approved Dufur School Library budget. These are costs that are not included in the countywide services which will be covered and provided by The Dalles Branch, and may include payroll and benefits for personnel as per the Dufur School District salary schedule.

4.4.2 Dufur School shall employ the Dufur Librarian and others as necessary to provide the general library services for the Dufur Community Library.

4.4.3 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 Dufur Community Library's hours of operation for the public shall be determined by Dufur School.

4.6 Annual Reporting. Dufur School will provide the County Court with an annual audit report, and make an oral presentation on its activities for the year, at the time the audit report is presented to the District governing body.

4.7 Purchasing and Contracting Rules. For procurement, Dufur School shall comply with the applicable provisions of the Public Contracting Code (ORS 279A, 279B and 279C, as may be amended) and Dufur School's own procurement rules promulgated in connection with those statutes.

4.8 Insurance coverage. Dufur School shall provide coverage as required under State of Oregon Workers' Compensation Act for all Dufur School 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, Dufur School shall indemnify and hold harmless the District, its officers, agents and employees from any claims arising out of or relating to the activities of Dufur School 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 recommend to the District governing body any amendments to this Agreement.

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. Obligations and Considerations

6.1 All library fees, fines or interest collected by Dufur School are solely for the benefit of the Wasco County Library and shall be utilized by Dufur School for operation of the Dufur Community Library. These amounts shall be reported to the District at the annual audit report. (See Section 4.6).

6.2 If the Dufur School desires to change the amount allocated to Dufur School or make special requests for additional funding, Dufur School will notify the Library Board no later than March 1 and have its final proposal for such funding submitted no later than April 1 of each year.

6.3 Any surplus of revenue due to operating costs being less than projected will be maintained by Dufur School 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.

6.4 Except as limited by this agreement, the assets currently owned by Dufur School in the Dufur Community Library shall be considered the property of the Dufur School for the remaining life of the assets, and as Dufur School expends District allocated funds to replace those assets or purchases new materials, including circulation materials, those items shall be considered property of Dufur School for use in the Wasco County Library System.

6.5 The 2007-2008 fiscal year's Dufur Community Library budget and allocation is attached as Exhibit A. Each following year's budget shall become a part of this agreement.

6.6 Payment Schedule. The District agrees to provide Dufur School on December 1, the sum equal to 58% of the approved fiscal year's Dufur Community Library budget allocation and an additional sum equal to 7% of the approved fiscal year's Dufur Community Library budget and allocation on the first day of each month for the period from January through June. Provided however, the latter payments may be reduced if budgeted tax funds are not received by the District. For the fiscal year 2007-2008, 65% shall be provided to Dufur School in January 2008, with the additional sums equal to 7% on the first day of each month for the period from February through June.

7. Performance of Responsibilities. While District can evaluate the quality of the performance of Dufur School's responsibilities under this Agreement, the District will not control the day-to-day manner of the Dufur School's performance of its obligations. Dufur School is responsible for those. If there is a default in performance under this agreement, either party must provide the other party notice of the alleged default and a reasonable amount of time to cure the default.

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. Dufur School understands and agrees that the Library District's payments under this Agreement are contingent on the Library 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 reduce payments under this agreement to Dufur School proportionately

to budgeted actual revenues, without penalty or liability to District, effective upon the delivery of written notice to Dufur School, 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 Dufur School.

9. Audit. District shall have the right to audit the books of the Dufur School as they relate to this Agreement. The Dufur School hereby agrees that its books and records shall be available for inspection at reasonable times.

10. Nondiscrimination. The Dufur School and District agree that neither shall discriminate on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, disability, disabled veteran or veteran status in any activity or operation carried out in the performance of this Agreement.

11. Insurance. Dufur School shall provide proof of general liability 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 one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

12. Subcontracts and Assignment; Successors in Interest. The Dufur School 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. The Dufur School 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, Dufur School 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:

Wasco County Library
Dan Ericksen, County Judge
511 Washington Street, Suite 302
The Dalles, OR 97058

Dufur School District #29
Jack Henderson, Superintendent
802 NE 5th Street
Dufur, OR 97021

WASCO COUNTY COURT
WASCO COUNTY LIBRARY

Dan Ericksen, Judge

Sherry Holliday, Commissioner

Bill Lennox, Commissioner

DUFUR SCHOOL DISTRICT #29

Jack Henderson, Superintendent

ATTEST:

Kathy McBride, Administrative Assistant

APPROVED AS TO FORM:

Dufur School Attorney

County Library Budget Proposal for
Dufur School/Community Library
2007-08

Prepared by Louise Walkowiak 3/21/07

Description	Explanation	Estimate	Proposed
Books	All levels of Fiction and Nonfiction books	5,000	5,000
Consumable Supplies	Processing of books and media items, incentives such as . summer reading program materials, motivational speakers and prizes	1,350	1,350
Non-consumable Supplies	Permanent furnishings: bookshelves, tables, etc.	3,250	3,250
Equipment	Computers, printers, label maker, laminator, etc.	2,000	2,000
Media	Material formats such as; CD, DVD, Books on Tape, etc.	404	500
Periodicals	Newspaper subscription- Oregonian $42/bi-monthy=$250 Magazine subscriptions- Community interest 10 subs. @ $200	447	450
Repair	Servicing or repair of equipment purchased with Co. monies	100	100
Software	Computer programs and maintenance agreements/support	300	300
Telephone	Separate line from the School which allows direct contact with the library during evening and summer hours.	347	350
Travel	To cover expenditures for librarian if required to attend County Library meeting/workshops beyond Wasco Co.($.40/mi)	150	150
Substitute pay	To cover librarian's job if a County Library meeting is scheduled during school hours: $9.29/hr- nine meetings of 3 hrs.	250	250
Advanced Reading Program	Held during summer break for children who wish to advance their reading skills.	2,000	2,000
	Total	15,598	15,700