

**WASCO COUNTY LIBRARY SERVICE DISTRICT**

**AGENDA**

**WEDNESDAY, May 1, 2024**

*LOCATION: This meeting will be held in Room 302 of the Wasco County Courthouse, 511 Washington Street, The Dalles, OR and will also be available for virtual attendance. You can join the meeting at <https://wascocounty-org.zoom.us/j/3957734524> or call in to [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#*

**NOTE:** This Agenda is subject to last minute changes. **Meetings are ADA accessible.** For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900. Wasco County does not discriminate against individuals with disabilities.

9:30 a.m.

**CALL TO ORDER**

9:30 a.m. Library Services IGA

12.6.2023 Minutes Approval

**NEW / OLD BUSINESS**

**ADJOURN**



## WASCO COUNTY LIBRARY SERVICE DISTRICT MEETING

MAY 1, 2024

PRESENT: Steven D. Kramer, Commission Chair (virtual)  
Scott C. Hege, Vice-Chair  
Philip L. Brady, County Commissioner

STAFF: Kathy Clark, Executive Assistant  
Kelly Walker, Executive Assistant  
Tyler Stone, Wasco County Administrative Officer

At 9:30 a.m. Chair Kramer opened the meeting.

### City of The Dalles Intergovernmental Agreement (IGA)

Library District Board Chair Tina Coleman said that the District Board and the City of The Dalles have worked for a year and made a lot of progress on the terms of the IGA. However, the District Board still has some concerns (see comments included in the Board Packet). She pointed out that the IGA distributes the responsibility for capital improvements at 50% for each entity even though the building is owned by the City. In addition, the administrative fees are calculated through the City's budget process. She stated that overall, it is a great agreement but the District Board has some concerns.

District Board Vice-Chair Mary Beechler added that she does not think it is fiscally prudent to approve the agreement with no fiscal boundaries.

Vice-Chair Hege referenced the District comments, saying that the last comment did not make sense to me. Ms. Coleman said that in the previous IGA the responsibilities of the Board were more clearly defined. Vice-Chair Hege asked if those responsibilities are outlined somewhere else. Ms. Coleman replied that she is not aware of any other document with that information. Vice-Chair Hege commented that he is not sure why the City would not want that.

Vice-Chair Hege asked about comment A.7 which states that the City is only willing to reasonably consider suggestions from the County regarding Library hours. Ms. Coleman explained that there has been concern about having Monday's off after a holiday, but library staff are City employees which creates a conflict.

Vice-Chair Hege noted that the City has included the total operating budget as part of their calculations. Ms. Coleman stated that it is the District Board's understanding that the City charges fees based on a percentage formula rather

than actual use.

Commissioner Brady asked if the 50/50 cost sharing is something new. Ms. Coleman stated that previous agreements broke costs out differently; anything under \$10,000 was the District's responsibility and anything over \$10,000 was the City's responsibility.

City Manager Matthew Klebes stated that the Library is a great asset and there has been a lot of great dialogue. There have been compromises, which means everyone is a little unhappy with the outcome.

Commissioner Brady said that he appreciates the efforts toward a complex arrangement. He asked how the 50/50 arrangement came to be. Mr. Klebes replied that the library building is the property of the City. There is a business element to this almost like a landlord/tenant relationship, but not. The City felt it was fair to have the 50/50 split; the HVAC system is on the list. He went on to say that the City has changed how they manage facilities by taking a more proactive stance.

Commissioner Brady acknowledged that the position of the City is to protect the City from extreme costs. He asked if the City is going further to save money and spread costs. Mr. Klebes answered that the administrative fee method is based on their actual costs to a specific fund. Public Works and the Library historically receive services from legal, finance, HR, etc. Those are documented through the City's budget process. He said they recently applied the same method to the regional airport.

Commissioner Brady said that he understands the District's perspective where it is a cost savings if they do not have to provide services independently. He pointed out that Mr. Klebes' report to City Council outlines the services. Mr. Klebes stated that those services can include his time in working through the IGA. He said that the City breaks out actual costs.

Commissioner Brady observed that one of the calculations is for agenda time. Mr. Klebes stated that it is not for the amount of time on the agenda but rather the number of times they appear on the agenda just as it is the number of checks cut. He noted that they do not charge outside entities.

Commissioner Brady said that it could be argued that the Library is an outside entity. Mr. Klebes stated that the District is an outside entity, but the library provides services. He noted that the District also has branches in other locations

and will be working on agreements with those municipalities.

Commissioner Brady commented that the term “facilities services” is extremely broad. Mr. Klebes responded that he wanted to improve the City’s facilities services; that department provides services to The Dalles Library. However, when we talk about capital improvements, it would be the Facilities Manager who would manage that process.

Commissioner Brady pointed out that in the IGA there is an agreement that costs applied will be true and can go to binding arbitration. He said he would prefer to see another step, such as mediation, before going to arbitration. Mr. Klebes said that he would not necessarily be opposed to that. He said that he thinks the communications they have established and the April 1<sup>st</sup> renewal cycle will serve that purpose. This process also provides an opportunity for dialogue; however, that is a change that is likely not substantive enough to require taking it back through City Council.

Commissioner Brady said that Section C Paragraph 5 states that the City owns the assets but that the District has oversight of an asset procured by the District; this seems conflicting. Mr. Klebes stated that he wanted to bring some clarity between District funds and City funds; whichever entity is the purchaser of an item, is the owner of the item.

Commissioner Brady stated that he has had experience in which an agreement favored one side over the other side with little recourse. He said that it turned out badly and could have been worse. He stated that as the Governing Body of the Library Service District, the Board of County Commissioners has a responsibility for this to be a good agreement. He said that he does not think the 50/50 split makes total sense; while it is basically in lieu of rent, it is a bit of a chunky way to do that. It will be made clear through the audit process if there is a difference between expectation and experience; that process happens at a County Commission meeting. He said he is looking at this through a legal lens and the lens of public opinion. He pointed out that while the City has a lot of goodwill with the citizens, the Library has more. This agreement needs to be one that can pass the court of public opinion. He added that he would like this reviewed more thoroughly by County Counsel.

Vice-Chair Hege asked if there are funds set aside in the City’s budget for capital improvements. Mr. Klebes responded affirmatively, saying that last year the City transferred substantial funds for capital improvements throughout the City. As

they work through their Capital Improvement Plan, more funds may need to be transferred to that fund. Vice-Chair Hege said, regardless of who is paying, it is a good plan to have funds set aside.

Vice-Chair Hege said that the last big capital improvement to the library was the children's wing and makers' space. He asked how that was paid for and how would it have happened under this IGA. Mr. Klebes said that he was not here for that expansion. Vice-Chair Hege said there was a lot of effort put into finding grants.

Ms. Coleman stated that the District has been setting aside \$10,000 per year as has the City. There will be funds transferred due to the HVAC work. The issue is that, at this point, the District would have to significantly increase the set-aside amount based on the Capital Improvement Plan. Mr. Klebes said that for 3 years, each entity has contributed \$10,000 per year; however the HVAC system replacement will be very costly. Ms. Coleman said that it will be in the neighborhood of \$500,000.

Vice-Chair Hege said that he hopes that some grant funding can be identified. Mr. Klebes said that the City is looking into funding based on the library being a cooling/warming center. He said that the City and the District can work together on that.

Vice-Chair Hege observed that the administrative fee is a complete unknown which makes it difficult for the Library to budget. He said it went up a lot recently and asked if it is easy to track in order to get an idea of where it is headed.

City of The Dalles Finance Director Angie Wilson said that they take the invoices for all and look at it from the previous year to forecast the coming year. She stated that it did go up last year due to rising costs. Mr. Klebes said that it is a look back rather than a look forward. The City looks at salaries and additional proposed positions. The fee had been flat, but added costs caused the increase. Vice-Chair Hege observed that increases that are made infrequently can be hard to take.

Ms. Coleman said that the District understands the process; their concern is that they feel as though they need to have their formulas for whatever services the library will be charged so they can budget accordingly. She said there have been misunderstandings; for instance, they thought they would not be charged for legal as they are not using legal. The District needs clarity.

Mr. Klebes said that his intent in the IGA is to have an April 1<sup>st</sup> meeting to address those questions. There is a page in the City's budget that breaks the costs out each year.

Vice-Chair Hege commented that it is more clear than it was. Ms. Coleman stated that this was an issue where we hit a wall as this is something the District wants explicitly defined in the IGA. What is being said here needs to be captured in the IGA.

Vice-Chair Hege said he is not sure where to go from here; the IGA will need to be approved at some point. Mr. Klebes stated that the City has made some assumptions in their budget based on this IGA. The City Council has already approved it. He said he is committed to keeping the lines of communication open; he wants to do the best job they can.

Commissioner Brady stated that he would like to see a compromise on specifying what services are being charged and a modification to the path to arbitration. He said that the 50/50 issue may not be resolved before this budget cycle; but there are mechanisms for funding. He stated that he has spoken to County Counsel who also has some questions.

Ms. Beechler noted that there is already an IGA in place so that alleviates the pressure.

Chair Kramer observed that we will need more time for this to conclude. The City generally agrees to make services available but it is unclear what the term "generally" means. He suggested that the word "generally" be removed. This has been a good conversation but the City and District need to go back to the workroom.

Mr. Klebes asked for clarity on what issues they are to address. Commissioner Brady said they should look at boundaries on the methodology – which services will be charged back; ownership of assets; mediation; and the 50/50 split for capital improvements. He said he believes the public will appreciate the City's generosity to the library. Mr. Klebes asked what detail is being requested for the administrative fee; this is detailed in a chart in the budget. Commissioner Brady asked Mr. Klebes to look at it from the District's perspective – they are asking what services will be charged and how much will be charged. Will it be payroll, maintenance, invoicing? He commented that the agenda item charge is a problem. Mr. Klebes stated that the agenda item is part of the methodology and is a very small portion of the internal services. Commissioner Brady commented

that given that it is a small service, the City could generously provide that to the library. Mr. Klebes stated that he believes they have achieved that public balance; for instance, they do not charge the legal costs unless they are used.

Ms. Coleman said that they have a verbal agreement that this year the District will not be charged; but what if they decide to do that next year. The District just wants the verbal agreement to be included in the IGA. She said that one time they went to City Council and were charged \$3,500.

Mr. Klebes said that is where the methodology comes in. There is some public benefit and back and forth. We could make it very clear and make it very strict. Ms. Coleman stated that that sounds like a threat.

Chair Kramer stopped the conversation saying that this needs to go back to the workroom to be settled. If we need mediation, we can work that out. He said he appreciates the information.

Minutes

**{{{Commissioner Brady moved to approve the August 2, 2023 Minutes. Vice-Chair Hege seconded the motion which passed unanimously.}}}**

Chair Kramer adjourned the meeting at 10:27 a.m.

WASCO COUNTY BOARD  
OF COMMISSIONERS  
*Governing Body of the Wasco County  
Library Service District*

  
\_\_\_\_\_  
Steven D. Kramer, Commission Chair

  
\_\_\_\_\_  
Scott C. Hege, Vice-Chair

  
\_\_\_\_\_  
Philip L. Brady, County Commissioner

## FOURTH INTERGOVERNMENTAL AGREEMENT FOR LIBRARY SERVICES

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

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

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

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

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

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

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

### A. CITY RESPONSIBILITIES.

1. General. The City generally agrees to make library facilities and services available to the public and work in coordination with other branches of the District, all as provided in this Agreement.
2. The Dalles Library. The Parties' primary library facility is currently located at 722 Court Street in The Dalles, Oregon (**The Dalles Library**), and the Parties agree they may change its location by mutual written agreement.
3. Capital Improvements and Maintenance.

#### (a) Capital Improvements.

- (1) **Defined**. The Parties agree *capital improvements* are durable upgrades, adaptations, or enhancements of The Dalles Library that create a new asset and/or have a lifespan that is 15 years or longer, increasing its value and often including structural changes and major replacements; the Parties further agree examples of *capital improvements* include additions (e.g., constructing new deck or wing), whole-room renovations, major installations (e.g., installing central air



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

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

(b) Maintenance.

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

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

4. Personnel.

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

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

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

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

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

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

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

## **B. DISTRICT RESPONSIBILITIES.**

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

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

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

### **Fourth IGA for Library Services**

Wasco County Library Service District – City of The Dalles

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

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

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

1. Term. The Parties agree this Agreement shall be for an initial five (5) year (the "Initial Term") commencing on [DATE], 2024 and shall automatically extend for up to five (5) additional years upon a continuation of all the same provisions hereof, unless either party gives written notice of intention to terminate this Agreement at least one-hundred and eighty days (180) before the expiration of the Initial Term.
2. Termination. The Parties agree either Party may terminate this Agreement at any time by providing written notice of intent to terminate by January 1 of any given fiscal year during this Agreement's term, in which case the Parties agree this Agreement terminates at the end of that fiscal year. The Parties further agree this Agreement may be terminated at any time by mutual written agreement.
3. General Role of the Parties. The Parties agree the District is primarily a funding mechanism of Wasco County established to support and operate library services within county limits and relies on the City and other entities to provide those services to the public.
4. No Employer-Employee Relationship. The Parties expressly agree they do not intend this Agreement or the course of its performance to implicate an employer-employee relationship between them. The City expressly warrants its exclusive agency free from the District's direction and control over the means and day-to-day manner of performing its obligations under this Agreement. To the maximum extent allowed by law, the Parties agree the City is an independent contractor as defined by ORS 670.600(2) and as interpreted by regulations promulgated by the Oregon Bureau of Labor and Industries.

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5. Nondiscrimination. The Parties agree neither Party will discriminate on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, disability, or veteran's status in any activity or operation carried out in the performance of this Agreement.
6. Delegation and Assignment. The Parties agree neither Party will delegate, assign, or otherwise transfer any of their interests in this Agreement without the other Party's prior written consent, which consent will not be unreasonably withheld. The Parties agree all provisions of this Agreement are binding upon and inure to the benefit of the Parties and their respective and permitted successors and assigns, if any.
7. Third-Party Beneficiaries. The Parties agree they are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide any benefit or right, whether directly or otherwise, to any third-party.
8. Representations and Warranties. The Parties each represent and warrant they each have the power and authority necessary to enter and perform this Agreement and this Agreement (when duly executed) is a valid and binding obligation of each Party.
9. Dispute Resolution. The Parties agree any claim, action, suit, or proceeding (**Claim**) between them and arising from or relating to this Agreement will be submitted to binding arbitration and not to litigation. The Parties further agree the arbitrator's decision will be final and binding and a judgement may be entered thereon. The Party submitting any Claim to arbitration agrees to notify the other Party and the Parties agree to select an arbitrator within thirty (30) days of such notice.
10. Severability. If any provision of this Agreement is declared unenforceable or in conflict with any law, the Parties agree the validity of the remaining provisions will not be impacted and their rights will be construed and enforced as if this Agreement did not contain that particular invalid provision.
11. Waiver. The Parties agree any Party's failure to enforce any provision of this Agreement does not constitute that Party's waiver of that or any other provision.
12. Integration and Amendment. The Parties agree this Agreement represents their full and final agreement and supersedes all prior or contemporaneous negotiations and arrangements regarding this matter between them, including the provisions of the July 1, 2010, *Third Intergovernmental Agreement between Wasco County Library and City of The Dalles for Library Services*. The Parties Agree this Agreement may be amended by mutual written agreement at any time.
13. Notices. The Parties agree all notices required or permitted to be given under this Agreement shall be deemed given and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

To the City:                      City Manager  
    City of The Dalles  
    313 Court Street

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The Dalles, OR 97058

*To the District:*

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

**IN WITNESS WHEREOF**, the Parties duly execute this **FOURTH INTERGOVERNMENTAL AGREEMENT FOR LIBRARY SERVICES** this 1st day of May, 2024.

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

**BOARD OF COUNTY COMMISSIONERS**  
*Governing Body of the Wasco County Library Service District*

\_\_\_\_\_  
Matthew B. Klebes, City Manager

\_\_\_\_\_  
Steve Kramer, Chair

\_\_\_\_\_  
Scott Hege, Vice-Chair

\_\_\_\_\_  
Phil Brady, County Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*ATTEST:*

*ATTEST:*

\_\_\_\_\_  
Amie Ell, City Clerk

\_\_\_\_\_  
Kathy Clark, Executive Assistant

**Approved as to form:**

**Approved as to form:**

\_\_\_\_\_  
Jonathan Kara, City Attorney

\_\_\_\_\_  
Kristen Campbell, County Counsel

We, The Wasco County Library Board, have negotiated the IGA with the city of The Dalles for the running of The Wasco County Library. We do not feel that the Agreement is perfect as it is, but we have negotiated it as much as we are able. We would ask that the Commissioners carefully review it and have the county lawyer carefully review it as well. Below are some of the points we would like County Commissioners to specifically take note of in the newest version of the Wasco County Library IGA. These are things that have changed from the previous version and/or things that we are still concerned about.

Thank you for your attention to this matter. -The Wasco County Library Board

**A.3.a.1** Capital improvements . . . this is a new definition for capital improvements versus regular maintenance and it really limits the items that will be considered capital improvements (and therefore, the projects for which the City will need to cover some of the costs)

**A.3.a.2** Addresses the agreement that the library fund will cover 50% of the costs of capital improvements and the City of the Dalles will cover the other 50%. It also sets out a plan for a capital improvement plan and a fund to save for future improvements.

**A.3.b.1** New definition for what constitutes maintenance (much broader than previous)

**A.3.b.1** All maintenance expenses for the building will be coming from Library District Awarded Funds and not from the City of The Dalles directly.

**A.4.a** City has agreed to work together with the library board when hiring a County librarian/budget officer

**A.5** City has included many of the things that they use to determine the administrative fee, but have not included the actual formula, or a specific list of all items to be included. We are concerned that this gives them too much leeway to change their administrative fee formula whenever they choose to in the future. (for example, this year they have added city council costs to our administrative fee even though we have not been charged for this percentage in previous years, also this year they have included the total operating budget as part of their calculations and it has not been included in previous years).

**A.7** We feel that determining library hours should be more of a collaborative process, but the city is only willing to “reasonably consider” suggestions from the county.

**B** We had asked that the responsibilities of the library board be included in the District responsibilities sections (especially as they specifically pertain to this agreement), however, that was not included. If you reference the previous IGA the board’s responsibilities were clearly noted.



## MOTION

**SUBJECT:** Library District/City of The Dalles IGA

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I move to approve the 4<sup>th</sup> Intergovernmental Agreement for Library Services between the City of The Dalles and the Wasco County Library Service District.





## WASCO COUNTY LIBRARY SERVICE DISTRICT MEETING

December 6, 2023

PRESENT: Steven D. Kramer, Commission Chair (virtual)  
Scott C. Hege, Vice-Chair  
Philip L. Brady, County Commissioner

STAFF: Kathy Clark, Executive Assistant  
Tyler Stone, Wasco County Administrative Officer

At 9:30 a.m. Chair Kramer opened the meeting.

### Fiscal Year 2022 Audit

Wasco County Finance Director Mike Middleton reviewed the audit report included in the Board Packet. He explained that short staffing has caused the 2022 Audit to be significantly delayed. He stated that it is a clean audit with an unmodified opinion and no reservations. He noted that there are some new Government Accounting Standards that will be applied to next year's audit.

Vice-Chair Hege commented that they had a net increase in their ending fund balance which is a good thing.

### Budget Appointments

Ms. Clark explained that Budget Committee Appointments are made annually; all three of the current Committee members have agreed to serve for another term.

**{{{Commissioner Brady moved to approve Orders 23-063, 23-064, and 23-065 reappointing Pat Davis, Ken Polehn and DeOra Patton to the Wasco County Library Service District Budget Committee. He further moved to approve Order 23-066 reappointing Jeff Wavrunek as Budget Officer for the Wasco County Library Service District. Vice-Chair Hege seconded the motion which passed unanimously.}}}**

### Minutes

**{{{Vice-Chair Hege moved to approve the August 2, 2023 Minutes. Commissioner Brady seconded the motion which passed unanimously.}}}**

District Executive Director Jeff Wavrunek highlighted some of the programs being held at The Dalles Library including the Community Read, Day of the Dead event, and a kayak event. He noted that circulation and door count is up. They have new shelving and will be placing an outside book drop in the lower parking lot. He added that the Library Board is renegotiating an IGA with City of The Dalles.

Vice-Chair Hege reported that he had recently been in the children's wing with his

grandchildren; he described it as wonderful. He commented on the maker's space, noting that they do not currently have staff to assist patrons. Mr. Wavrunek said they have not had staffing for that but are working to post some public hours this spring. He stated that for now they have workshops and events in the Makers' Space; recently they had a laser cutting Christmas ornament event.

Vice-Chair Hege asked how the Teen Reading Room is going. Mr. Wavrunek explained that they had a great teen leader who has moved. Relative to what she was doing, it is not as robust. COVID also put a dent in things as momentum was lost. They are working to build the program back up; the current teen librarian has an art program and some writing programs she will be working on.

Vice-Chair Hege asked about the short story print-out where people can submit their own short stories. Mr. Wavrunek said it started out strong and they are starting to get more submissions. He said the machine is well-used; people like to get the stories.

Vice-Chair Hege commented that The Dalles Library is a happy place to be.

Chair Kramer adjourned the meeting at 9:49 a.m.

WASCO COUNTY BOARD  
OF COMMISSIONERS  
*Governing Body of the Wasco County  
Library Service District*

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Steven D. Kramer, Commission Chair

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Scott C. Hege, Vice-Chair

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Philip L. Brady, County Commissioner



## **MOTION**

**SUBJECT:** Library District Meeting Minutes

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I move to approve the December 6, 2023 Library Service District Minutes.