



CALL TO ORDER/ROLL CALL

SPECIAL PRESENTATION & PROCLAMATION

1. Presentation of Hulburt Bequest – Adrian Snyder, US Bank
2. Proclamation of National Library Week – April 19-25, 2020

CONSENT AGENDA (Action)

1. January 9, 2020 Board Meeting Minutes
2. February 13, 2020 Board Meeting Minutes
3. JCLD Monthly Financial Report

ORAL REQUESTS AND COMMUNICATIONS FROM AUDIENCE (Comments will be limited to 3 minutes per individual and shall be limited to comments on non-agenda items or on agenda items that do not otherwise provide for public comment.)

REPORTS (Inform)

4. Library Director Report – Kari May
5. Quarterly Report on 2-Year Plan – Kari May
6. JCLF Report – Elisabeth Campbell
7. Transition Roadmap – Kari May & Lisa Marston

UNFINISHED BUSINESS

8. People Counter Proposal **(Discuss/Action)** – Carey Hunt

NEW BUSINESS

9. Facilities Maintenance IGA with Jackson County **(Inform/Discuss/Action)** – Facilities Committee
10. Payroll Contingency Plan Proposal **(Inform/Discuss/Action)** – Finance Committee
11. Spending and Signing Authority Policy **(Inform/Discuss/Action)** – Policy Committee
12. Board Responsibilities Policy **(Inform/Discuss/Action)** – Policy Committee

COMMITTEE AND BOARD MEMBER REPORTS (Inform)

Individual Board Member Reports

FUTURE MEETINGS/EVENTS/OBSERVANCES:

- March 26 – Board Work Session
- April 9 – Regular Board Meeting
- April 29–May 2 – OLA Annual Conference (Bend, OR)
- May 11 – Budget Committee Meeting
- May 14 – Regular Board Meeting
- May 18 – Budget Committee Meeting (if needed)

The Jackson County Library District Board meets regularly at 4:00 p.m. on the second Thursday of every month at the Medford Library in the Adams Community Meeting Room, unless otherwise noticed. You may find proposed agendas and prior meeting minutes at www.jacksoncountylibrarydistrict.org. If you have further questions or would like to be added to the email notification list, please contact Administrative Assistant, Donovan Edwards at 541-423-1333 or dedwards@rvcoq.org

If a physical accommodation is needed to participate in a Jackson County Library District meeting, please contact Donovan Edwards at 541-423-1333. Notification of at least 48 hours prior to the meeting, preferably in writing, will assist us in providing reasonable accommodation.



MINUTES

ATTENDEES

Present at the meeting were Board Members Susan Kiefer (President), Cathy Shaw (Vice President), Jill Turner, George Prokop and Eric Dziura.

Additional attendees: Kari May (Library Director), Carey Hunt (Asst Library Director), Claudine Taillac (Asst Library Director), Robert Felthousen (RCC Library Director), Jackie Bunick (Legal Counsel), Lisa Marston (District Administrator); other JCLS staff and members of the public.

CALL TO ORDER

Vice President Cathy Shaw called the meeting to order at 4:00 p.m.

CONSENT AGENDA

MOTION: Director Jill Turner moved to approve four consent agenda items that were included in the packet: 1) December 12, 2019 Board Meeting Minutes; 2) JCLD Monthly Financial Report; 3) Resolutions 2019/2020-04 Authorizing Expenditure from Capital Improvement Fund for Medford Renovation Project; and 4) Letter of Support for City of Ashland's Proposed Vertical Housing Development Zone (VHDZ) Designation. President Susan Kiefer seconded the motion. The motion was approved unanimously.

ORAL REQUESTS AND COMMUNICATIONS FROM THE AUDIENCE

Mickey Harvey, speaking as a JCLS employee and citizen, shared concerns regarding the transition. Vice President Shaw thanked Mr. Harvey for his comments, encouraging him to continue bringing his concerns to Library Director May.

REPORTS

Library Director's Report

Library Director May delivered the report that was included in the packet. Director George Prokop observed that there was no mention of the No. 1 goal, stating that it should be evident. Ashley Johnson delivered a report about the Library of Things.

RCC Report

RCC Library Director Robert Felthousen delivered the report that was included in the packet.

JCLF Report

JCLF Operations Manager Elisabeth Campbell and JCLF Board President Mitch Seidman delivered the report that was included in the packet. President Kiefer spoke about the need to recruit and develop new JCLF Board members, prompting a brief discussion of the Foundation's purpose and mission.

Transition Roadmap

District Administrator Marston and Library Director May updated the Board on key transition tasks, referencing the roadmap included in the Board packet, noting that HR Manager interviews will take place in January. When asked what was keeping them up at night, Marston and May mentioned the Tyler-Incode software implementation timeline, which they learned this week might be longer than originally anticipated.

UNFINISHED BUSINESS

Approval of Library Director Employment Contract

There was a brief discussion about the effective date and duration language on page 2 of the contract, which was included in the packet. It was agreed that the initial term would be two years; thereafter, the contract would renew automatically each year in July, unless otherwise terminated in accordance with the agreement.

MOTION: President Kiefer moved to approve Kari May's Library Director Employment Contract. Director Turner seconded the motion. The motion passed unanimously.

Approval of 2020 Medford Comic Con MOU

MOTION: Director Eric Dziura moved to approve the 2020 Medford Comic Con MOU as presented in the packet. President Kiefer seconded the motion. The motion passed unanimously.

NEW BUSINESS

Annual Financial report for Year Ended June 30, 2019

Senior Accountant Vicki Robinson reviewed the audit report, which was included in the Board packet, stating that the auditors found no issues. After pointing out notable sections of the report, Ms. Robinson stated that page 83 of the report includes the auditor's unqualified opinion that the District's financial reports were in substantial compliance with all laws, regulations, contracts and grants. **MOTION:** Director Turned moved to accept the audited annual financial report for the year ended June 30, 2019, as presented. Director Prokop seconded the motion. The motion passed unanimously.

Reappointment of Kevin Keating and Cathy de Wolfe to Budget Committee

Director Dziura reported speaking with Kevin Keating and Cathy de Wolfe and both expressed an interest in serving an additional term. **MOTION:** President Kiefer moved to approve reappointing Kevin Keating and Cathy de Wolfe to the Budget Committee for a 3-year term. Director Turner seconded the motion. The motion passed unanimously.

Security Guard Services at Ashland Library

Library Director May spoke about the increase in incidents at the Ashland Public Library, stating that staff are spending time managing security incidents rather than providing library services. The proposal from Concierge outlined the costs of the 3-month trial staff were proposing. Vice President Shaw recognized Rick Jensen, a citizen who asked to speak to the issue and who described the disruptions he has observed at the Ashland library. Assistant Director of Public Services, Claudine Taillac, spoke about how the security guard in Ashland will function differently than the security guards currently stationed at the Medford branch; namely, that staff will continue to be the first line of defense, and that the security guard will be the backup should an incident escalate. She also explained how Ashland's security guard would wear a more casual uniform, which prompted further discussion. **MOTION:** President Kiefer moved to approve the proposal to purchase security guard services from Concierge for a 3-month trial period at the Ashland Library. Director Dziura seconded the motion. The motion passed unanimously.

NEXT MEETING

The next meeting will be held in the Adams Meeting Room at 4:00 p.m. on Thursday, February 13, 2020.

ADJOURN

Vice President Shaw adjourned the Regular Board meeting at 5:27 p.m.

/s/ Lisa Marston
Recording Secretary



MINUTES

ATTENDEES

Present at the meeting were Board Members Susan Kiefer (President), Cathy Shaw (Vice President), Jill Turner, George Prokop and Eric Dziura.

Additional attendees: Todd Frager (CEO, LS&S); Kari May (Library Director), Carey Hunt (Asst Library Director), Claudine Taillac (Asst Library Director), Robert Felthousen (RCC Library Director), Elisabeth Campbell (JCLF), Kira Lesley (SOHS), Douglas McGeary (SOHS), Jackie Bunick (Legal Counsel), Lisa Marston (District Administrator), other JCLS staff and members of the public.

CALL TO ORDER

Vice President Cathy Shaw called the meeting to order at 4:00 p.m.

CONSENT AGENDA

MOTION: Director Jill Turner moved to approve two consent agenda items included in the packet: 1) January 27, 2020 Board Work Session Minutes; and 2) JCLD Monthly Financial Report. President Susan Kiefer seconded the motion. The motion was approved unanimously.

REPORTS

Library Director's Report

Library Director May delivered the report that was included in the packet.

Quarterly Statistics

Assistant Director Carey Hunt presented the quarterly statistical report that was included in the packet.

JCLF Report

JCLF Operations Manager Elisabeth Campbell offered to answer questions regarding the report that was included in the packet. Vice President Shaw inquired about the Foundation's mission and the number of current Board members.

SOHS Annual Report

Kira Lesley and Doug McGeary presented the report that was included in the packet, covering the highlights and answering questions from the Board.

Transition Roadmap

District Administrator Marston and Library Director May updated the Board on key transition tasks. The Human Resources Manager recently hired by the District starts on Monday, February 24.

UNFINISHED BUSINESS

Salary Schedule and Employee Benefits

Director May and Administrator Marston referred to the memo and supporting documentation in the packet, which described the salary schedule and employee benefits that the Board was being asked to approve. Director May cautioned that the \$1,100 cap for the employer's cost share might need to be adjusted, depending on how much the health plan actually costs, something that will not be known until the District has true census data for its employees.

MOTION: Director Jill Turner moved to approve the salary schedule and employee benefits as presented. Director George Prokop seconded the motion. The motion passed unanimously.

MOU with Friends and Foundation

MOTION: Director Eric Dziura moved to approve the MOU with the Friends and Foundation as presented in the packet. President Kiefer seconded the motion. The motion passed unanimously.

NEW BUSINESS

Appointment of New Budget Committee Member

Director Eric Dziura described the process he and President Kiefer followed. Applications were received from four candidates; two of whom were interviewed. While both candidates interviewed were well qualified, Director Dziura and President Kiefer recommended that Victoria Brown from Eagle Point be appointed. Ms. Brown will be filling the vacancy created when Eric Dziura was elected to the Board.

MOTION: Director Turner moved to approve the appointment of Victoria Brown to the Budget Committee for a 2-year term. Vice President Shaw seconded. The motion passed unanimously.

Approve Budget Office and Adopt Budget Calendar

MOTION: Director Turner moved to approve the appointment of Lisa Marston as Budget Officer and the 2020-2021 Budget Calendar, as presented in the packet. Vice President Shaw seconded. The motion passed unanimously.

JCLS Technology Plan FY20-22 and Technology Committee Quarterly Update

Assistant Director Carey Hunt summarized the documents included in the packet, while highlighting key components of the plan, including current fiscal year goals, objectives and budgeted amounts. **MOTION:** President Kiefer moved to approve the technology plan and update as presented. Director Dziura seconded the motion. The motion passed unanimously.

People Counter Proposal

Assistant Director Hunt presented the Technology Committee's recommendation to contract with SenSource Incorporated for the purchase and installation of 18 thermal imaging people counter sensors at all 15 branches. The costs raised concerns for Board members, prompting a discussion of possible alternatives. Director Turner pointed out that technology purchased for use at larger branches like Medford and Ashland might not be warranted at smaller branches. Director Dziura agreed that the law of diminishing returns should be considered. Library Director May and Assistant Director Hunt spoke about the staff time required to count people at the branches and how automating the process across the branches will not only free up staff to focus on serving patrons, but also provide consistent reliable data to support decision making. When the original motion and second died on the floor, Vice President Shaw entertained a motion to table the item, pending a more thorough cost-benefit analysis. **MOTION:** Director Dziura moved to table the discussion. Director Prokop seconded the motion. The motion passed unanimously.

Social Media Policy

MOTION: Director Turner moved to approve the Social Media Policy as presented in the packet. Director Dziura seconded the motion. The motion passed unanimously.

Wi-Fi Proposal

Library Director Kari May reviewed the proposal that was included in the packet. As Director May explained, local law enforcement agencies have asked the library to turn off Wi-Fi after hours because they say it encourages loitering and littering. The library considered several options, which were listed in the memo; however, since staff have not seen evidence of extensive malicious incidents that could be directly attributable to the library's 24/7 Wi-Fi access, Director May's recommendation is to maintain 24/7 Wi-Fi access at all branches. May offered to draft a letter to the cities to inform them of this recommendation.

MOTION: President Kiefer moved to approve the recommendation that the library W-Fi access should remain 24/7. Director Turner seconded the motion. The motion passed unanimously.

Schedule Board Self-Evaluation and Annual Planning Meeting

Considering the timing of the transition, staff suggested that the Board's annual planning session be held in August instead of July. The Board agreed on Friday, August 14, and Saturday, August 15. Director May noted that next year's strategic planning process will be a key topic at this year's annual planning meeting.

COMMITTEE AND BOARD MEMBER REPORTS

Director Dziura presented the Facilities Committee Report, followed by Director Turner, who presented the Finance Committee Report. Both reports were included in the packet.

NEXT MEETING

The next meeting will be held in the Adams Meeting Room at 4:00 p.m. on Thursday, March 12, 2020.

ADJOURN

Vice President Shaw adjourned the Regular Board meeting at 6:03 p.m.

/s/ Lisa Marston
Recording Secretary

Jackson County Library District
Statement of Revenues and Expenditures
From 7/1/2019 Through 2/29/2020

101 - General Administration

	Budget- Current	Current Month			Percentage
	Year	Actual	YTD Actual	Budget Remaining	received or spent to date
Operating Revenue					
Operating revenue					
Current Property Tax Collections	10,610,000.00	65,897.92	9,843,776.13	(766,223.87)	92.77%
Prior Year Property Tax Collections	200,000.00	16,356.70	148,618.19	(51,381.81)	74.30%
Interest Income	310,000.00	29,490.44	216,782.58	(93,217.42)	69.92%
Interest- Lindberg Note	13,000.00	1,184.65	9,168.02	(3,831.98)	70.52%
Other Income	5,000.00	0.00	2,597.02	(2,402.98)	51.94%
E Rate	106,000.00	8,840.50	70,724.00	(35,276.00)	66.72%
Reimbursements From RCC	34,100.00	1,714.55	28,302.32	(5,797.68)	82.99%
Ready To Read Grant	35,000.00	0.00	36,353.00	1,353.00	103.86%
Conference Room Rental	0.00	0.00	129.10	129.10	0.00%
Government Agency Rentals	109,420.00	0.00	109,420.14	0.14	100.00%
Inter-library Loan Fees	1,000.00	0.00	0.00	(1,000.00)	0.00%
Late Fee Charges- RCC/UMS	0.00	4,146.60	10,551.11	10,551.11	0.00%
Lost/Damaged Materials	0.00	0.00	5,970.61	5,970.61	0.00%
Photocopy/Fax Sales	9,000.00	0.00	5,621.60	(3,378.40)	62.46%
Patron Refunds	0.00	0.00	(1,939.49)	(1,939.49)	0.00%
Printer Sales	0.00	0.00	11,705.91	11,705.91	0.00%
On Line Fee Collections	0.00	149.55	623.98	623.98	0.00%
Hulburt Donation	130,000.00	0.00	0.00	(130,000.00)	0.00%
Library Friends Donations	65,000.00	(895.00)	22,025.74	(42,974.26)	33.88%
Library Foundation Donations	10,000.00	0.00	45,307.65	35,307.65	453.08%
General Public Donations	500.00	0.00	352.44	(147.56)	70.48%
OR Community Foundation- restricted	12,000.00	0.00	2,721.86	(9,278.14)	22.68%
OR Community Foundation- non	2,000.00	0.00	0.00	(2,000.00)	0.00%
EJ Smith Trust-Restricted	85.00	0.00	0.00	(85.00)	0.00%
Ted Gerlock-Restricted	15.00	0.00	0.00	(15.00)	0.00%
Carpenter Foundation-Restricted	3,000.00	0.00	3,000.00	0.00	100.00%
Library Foundation Donations- CP	10,000.00	0.00	0.00	(10,000.00)	0.00%
Oregon Community Foundation-	29,000.00	0.00	0.00	(29,000.00)	0.00%
Kaleidoscope grant	0.00	0.00	928.13	928.13	0.00%
Gebhard Estate	200,000.00	0.00	307,585.63	107,585.63	153.79%
Restricted Grants- Misc.	0.00	0.00	1,600.00	1,600.00	0.00%
Beginning Fund Balance-Unrestricted	7,700,000.00	0.00	7,212,782.85	(487,217.15)	0.00%
Beginning Fund Balance-Restricted	500,000.00	0.00	714,703.50	214,703.50	0.00%
Total Revenue	20,094,120.00	126,885.91	18,809,412.02	(1,284,707.98)	93.61%

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From 7/1/2019 Through 2/29/2020

101 - General Administration

	Budget- Current	Current Month			Percentage
	Year	Actual	YTD Actual	Budget Remaining	received or spent to
					date
Expenditures					
Personnel Expenses					
Salaries and Wages	90,825.00	0.00	53,792.08	37,032.92	59.22%
FICA and Medicare- payroll taxes	34,500.00	0.00	4,383.60	30,116.40	12.70%
Worker comp- payroll taxes	3,000.00	0.00	170.53	2,829.47	5.68%
Health/Dental Insurance	50,400.00	0.00	5,983.71	44,416.29	11.87%
Retirement Contribution	30,686.00	0.00	5,209.26	25,476.74	16.97%
Payroll- SUTA	9,950.00	0.00	0.00	9,950.00	0.00%
Transition team	<u>360,059.00</u>	<u>0.00</u>	<u>0.00</u>	<u>360,059.00</u>	<u>0.00%</u>
Total Personnel Expenses	579,420.00	0.00	69,539.18	509,880.82	12.00%
Materials and Services					
Accounting Services	40,000.00	0.00	20,059.28	19,940.72	50.14%
Auditing Services	11,300.00	0.00	11,050.00	250.00	97.78%
Administrative Services	38,000.00	0.00	29,404.24	8,595.76	77.37%
Bank Fees/Interest Expense	1,000.00	46.90	653.42	346.58	65.34%
Consultant Fees	50,000.00	0.00	12,309.24	37,690.76	24.61%
Elections	0.00	0.00	334.00	(334.00)	0.00%
Insurance	30,000.00	0.00	21,907.00	8,093.00	73.02%
Legal Services	50,000.00	3,012.00	19,100.50	30,899.50	38.20%
Memberships, Dues and Subscriptions	5,000.00	179.00	2,853.40	2,146.60	57.06%
Office Supplies- admin	5,000.00	0.00	2,223.83	2,776.17	44.47%
Postage	3,000.00	0.00	711.47	2,288.53	23.71%
Registration/Tuition/Travel	20,000.00	1,471.77	4,284.47	15,715.53	21.42%
Special fees and Expenses	1,000.00	0.00	1,017.64	(17.64)	101.76%
Advertising/Legal Notices	3,000.00	0.00	5.00	2,995.00	0.16%
Subtotal	257,300.00	4,709.67	125,913.49	131,386.51	
Alarm Services	3,465.00	0.00	1,839.67	1,625.33	53.09%
Building Repair/Maintenance	467,937.00	38,994.75	350,952.75	116,984.25	75.00%
Custodial Services	419,322.00	34,943.57	244,709.99	174,612.01	58.35%
Custodial Supplies	12,600.00	1,172.67	8,202.48	4,397.52	65.09%
Landscape Services	9,072.00	756.03	7,292.21	1,779.79	80.38%
Maintenance Services	2,000.00	0.00	0.00	2,000.00	0.00%
Security Services	84,791.00	8,033.81	46,591.20	38,199.80	54.94%
Signs and Signal Materials	25,000.00	0.00	0.00	25,000.00	0.00%
Building Repair/Maintenance- B-7	245,000.00	0.00	0.00	245,000.00	0.00%
Fees- Lindberg Note	72.00	6.00	48.00	24.00	66.66%
Copier Expense	0.00	1,400.01	3,115.01	(3,115.01)	0.00%

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101 - General Administration

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	Year	Actual	YTD Actual	Budget Remaining	received or spent to
					date
Equipment Repair/Maintenance	30,000.00	2,192.27	7,068.13	22,931.87	23.56%
Facility Furnishing Expense	25,000.00	0.00	0.00	25,000.00	0.00%
Minor Equipment	50,000.00	0.00	4,894.15	45,105.85	9.78%
Computers and technology	200,000.00	26,204.30	78,522.05	121,477.95	39.26%
Supplies and Expenses-Facilities	500.00	0.00	0.00	500.00	0.00%
Computer Software and Licensing	50,000.00	0.00	0.00	50,000.00	0.00%
Subtotal	1,624,759.00	113,703.41	753,235.64	871,523.36	
Transition expenses	250,000.00	11,042.45	91,183.57	158,816.43	36.47%
LS&S Contract	5,738,291.00	464,135.57	3,763,455.38	1,974,835.62	65.58%
Library Materials	1,314,337.00	39,707.20	686,085.90	628,251.10	52.20%
City Participation	16,700.00	0.00	0.00	16,700.00	0.00%
Strategic Plan Initiative	21,500.00	0.00	0.00	21,500.00	0.00%
E Rate Services	33,765.00	0.00	16,882.50	16,882.50	50.00%
Unique Management Services	16,883.00	0.00	8,441.50	8,441.50	50.00%
Comic Con	23,100.00	1,393.20	3,179.68	19,920.32	13.76%
LS &S- digital library staff	178,000.00	11,662.75	73,146.13	104,853.87	41.09%
SOHS contract	39,000.00	3,250.00	29,250.00	9,750.00	75.00%
Marketing	5,000.00	0.00	10,633.74	(5,633.74)	212.67%
JCLF contract	55,000.00	0.00	41,250.00	13,750.00	75.00%
Branch Support	15,000.00	0.00	0.00	15,000.00	0.00%
Subtotal	7,706,576.00	531,191.17	4,723,508.40	2,983,067.60	
Electricity	241,500.00	16,676.73	109,408.23	132,091.77	45.30%
Natural Gas	31,500.00	5,706.03	18,277.22	13,222.78	58.02%
Garbage Service	15,750.00	1,556.73	10,257.65	5,492.35	65.12%
Water and Sewer Service	32,550.00	1,298.28	18,577.21	13,972.79	57.07%
Street and Storm Drain Fees	18,900.00	1,582.75	13,490.14	5,409.86	71.37%
Telecom-Voice and LD	27,000.00	1,641.36	14,617.68	12,382.32	54.13%
Telecom-Wide Area Network	115,500.00	9,191.05	72,948.40	42,551.60	63.15%
Telecom-Internet Services	25,200.00	2,008.48	16,553.80	8,646.20	65.68%
Municipal Assessments	3,550.00	169.13	2,232.13	1,317.87	62.87%
Telecom- Hot Spots	52,000.00	0.00	29,884.08	22,115.92	57.46%
Subtotal	563,450.00	39,830.54	306,246.54	257,203.46	
Maintenance & Fuel for Vehicles	16,000.00	808.65	7,384.94	8,615.06	46.15%
Hulburt Donation	125,000.00	5,296.04	42,523.31	82,476.69	34.01%
Library Friends Donations	65,000.00	1,933.69	22,667.27	42,332.73	34.87%
Library Foundation Donations	110,000.00	1,590.40	40,448.17	69,551.83	36.77%
General Public Donations	2,500.00	0.00	0.00	2,500.00	0.00%
OR Community Foundation-restricted	42,000.00	0.00	2,570.54	39,429.46	6.12%
EJ Smith Trust Books	85.00	0.00	0.00	85.00	0.00%
Gerlock Trust Books	15.00	0.00	0.00	15.00	0.00%
Carpenter Foundation Books	3,000.00	0.00	0.00	3,000.00	0.00%

Jackson County Library District
Statement of Revenues and Expenditures
From 7/1/2019 Through 2/29/2020

101 - General Administration

	Budget- Current	Current Month			Percentage
	Year	Actual	YTD Actual	Budget Remaining	received or spent to
					date
Ready to Read Grant	70,000.00	0.00	0.00	70,000.00	0.00%
Kent Family Trust	5,000.00	0.00	433.72	4,566.28	8.67%
Library Foundation Donations- CP	50,000.00	0.00	0.00	50,000.00	0.00%
Lindberg Estate expense	100,000.00	0.00	0.00	100,000.00	0.00%
2018 Ready to Read Grant	0.00	488.90	32,882.09	(32,882.09)	0.00%
Kaleidoscope grant expenditures	0.00	284.51	2,089.01	(2,089.01)	0.00%
Gebhard Estate expenditures	200,000.00	0.00	0.00	200,000.00	0.00%
Restricted grants- expenses	0.00	0.00	1,210.00	(1,210.00)	0.00%
Subtotal	<u>772,600.00</u>	<u>9,593.54</u>	<u>144,824.11</u>	<u>627,775.89</u>	
Total Materials and Services	10,940,685.00	699,836.98	6,061,113.12	4,879,571.88	55.40%
Other expenditures					
Capital Outlay	250,000.00	18,383.74	76,785.48	173,214.52	30.71%
Contingency	750,000.00	0.00	0.00	750,000.00	0.00%
Ending Fund Balance	<u>5,524,015.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,524,015.00</u>	<u>0.00%</u>
Total Other expenditures	6,524,015.00	18,383.74	76,785.48	6,447,229.52	1.18%
Transfers to CIF					
Transfer to Capital Improvement Fund	<u>2,050,000.00</u>	<u>0.00</u>	<u>2,050,000.00</u>	<u>0.00</u>	<u>100.00%</u>
Total Transfers to CIF	<u>2,050,000.00</u>	<u>0.00</u>	<u>2,050,000.00</u>	<u>0.00</u>	<u>100.00%</u>
Total Expenditures	<u>20,094,120.00</u>	<u>718,220.72</u>	<u>8,257,437.78</u>	<u>11,836,682.22</u>	<u>41.09%</u>
Net Revenue Over Expenditures	<u>0.00</u>	<u>(591,334.81)</u>	<u>10,551,974.24</u>	<u>10,551,974.24</u>	<u>0.00%</u>

Jackson County Library District
Statement of Revenues and Expenditures
From 7/1/2019 Through 2/29/2020

201 - Capital Improvement Fund

	Budget- Current Year	Current Month Actual	YTD Actual	Budget Remaining	Percentage received or spent to date
Operating Revenue					
Operating revenue					
Beginning Fund Balance-Unrestricted	4,016,279.00	0.00	4,068,211.60	51,932.60	101.29%
Transfer from General fund	<u>2,050,000.00</u>	<u>0.00</u>	<u>2,050,000.00</u>	<u>0.00</u>	<u>100.00%</u>
Total Revenue	<u>6,066,279.00</u>	<u>0.00</u>	<u>6,118,211.60</u>	<u>51,932.60</u>	<u>100.86%</u>
Expenditures					
Other expenditures					
Capital Outlay	6,066,279.00	0.00	0.00	6,066,279.00	0.00%
Total Other expenditures	<u>6,066,279.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,066,279.00</u>	<u>0.00%</u>
Total Expenditures	<u>6,066,279.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,066,279.00</u>	<u>0.00%</u>
Net Revenue Over Expenditures	<u>0.00</u>	<u>0.00</u>	<u>6,118,211.60</u>	<u>6,118,211.60</u>	<u>0.00%</u>

**Director's Report
March 2020**

Hiring and Vacancy Report

Date Vacant	Vacated by	Position	Location	Hrs/Wk	Status	Date Filled	Name	Type (EXT/INT)
12/19/19	Julie Drengson	Librarian 1 (Adult Services)	Medford	40	Under Recruitment			
1/18/20	Amber Adamastos	LA2	Central Point	30	Under Recruitment			
1/22/20	Amy Greenwold	Librarian 2 (Adult Services)	Ashland	40	Under Recruitment			
2/1/20	Jaqueline Keating	LA2	Ashland	20	Filled	2/19/20	Alexander Palacios	EXT
2/3/20	Sheila Forman-Craun	LA3	Medford	30	Filled	3/16/20	Chantel Ullrich	INT
2/3/20	Andrea Leone	Librarian 1 (Adult Services)	Ashland	20	Under Recruitment			
2/20/20	Petra Lilley	LA1	Ashland	15	Under Recruitment			
3/16/20	Chantel Ullrich	LA3 (Floater)	Systemwide	20	Filled	3/16/20	Leigh Blair	INT
3/16/20	Braith Birchhall	LA2	Rogue River	30	Under Recruitment			
3/17/20	Erica Schumacker	LA2	Shady Cove	22	Under Recruitment			

Highlights

Coronavirus precautions – Staff has confirmed with Pathways that they are paying closer attention to cleaning and disinfecting needs in light of the coronavirus. Posters have been distributed to all branches to hang in the restrooms with tips on how to wash your hands, and posters with information on general steps individuals can take to help prevent the spread of illnesses have also been hung on public bulletin boards. Additionally, we are in contact with the Jackson County Health Department and have asked them to keep us informed as they receive updated information about the potential spread of the coronavirus in Oregon. The Oregon Health Authority created this informational resource: <https://sharedsystems.dhsosha.state.or.us/DHSForms/Served/LE2356.pdf>. Information about Coronavirus has been added to the slider on the Library's homepage. New information is coming forward daily; further updates will be provided in person at the Board meeting.

Library Director Kari May and Business Librarian Elanna Erhardt accompanied Central Point Branch Manager Marne Kapule to the Central Point Chamber of Commerce annual Denim and Diamonds awards recognition dinner on February 7.

Director May, along with Assistant Directors Carey Hunt and Claudine Taillac, and Board member Jill Turner, attended the bi-annual Public Library Association Conference in Nashville, Tennessee. The focus for the conference this year was Diversity, Equity, and Inclusion in libraries, and the keynote and Big Ideas speakers presented through that lens. Georgia gubernatorial candidate Stacey Abrams opened the conference, speaking about barriers to voter registration and voting itself that individuals of color experience, and the nonprofit organization that she launched to address those issues. Haben Girma, an African-American deaf-blind daughter of emigrants, spoke about the barriers she faced in education. Girma is the first deaf-blind person to graduate from Harvard Law School. Program sessions topics ranged from reducing barriers to access to library services; improving circulation; serving vulnerable populations; managing transitions and change; onboarding; and strategic planning.

Adult Services Coordinator Carrie Turney-Ross and Youth Services Coordinator Brystan Strong attended a meeting with the Southern Oregon Foster Grandparent Program volunteers—a group of around 40 people—and talked about the Library of Things, Comic Con, upcoming programs for all ages, and Census help. The participants appreciated learning about the library's news and information.

Ms. Turney-Ross is coordinating the JCLS efforts to promote the 2020 Census. JCLS has received a Census Equity Funders Committee of Oregon grant to serve as Census Assistance Centers beginning April 1. Dedicated staff members will assist the public with the Census questionnaire at each library at specific times at least three times through July 24. Additionally, JCLS will have one designated computer with a privacy screen at each branch for resident to complete the Census during open hours. Ms. Turney-Ross and Assistant Director Claudine Taillac met with SOU Hannon Library librarians to discuss each organization's respective plans for the Census, and an agreement to share information and resources is in place.

Ms. Taillac and Medford Branch Manager Terra McLeod met with SOU Hannon librarians to discuss common issues that both the university and JCLS face in working with the general public. Hannon Library staff asked for assistance on best practices for working with the general public, as the university library is available to the public. Ms. Taillac and Ms. McLeod shared JCLS's policies and procedures, and communication will continue, including opportunities for shared staff training opportunities between the two entities. OSF's archives, housed at Hannon Library's Special Collections & Archives, was also offered as display material at JCLS libraries. Ms. Taillac has connected Ashland Branch Manager Kristin Anderson with the appropriate Hannon librarian to facilitate this potential partnership.

Ms. Taillac and Ms. Strong met with the Director and the Education Manager of ScienceWorks Museum to discuss better efficiencies for future collaborations. This productive meeting culminated in Science Works offering their displays for JCLS libraries and items for the LoT, which could include their science advisory board members doing programs on how to use the Science Works LoT items. Ms. Strong will

also pursue partnership opportunities with Science Works to create curriculum kits and for a joint program during Library Card Sign-Up month in September.

Adult Services

Many efforts were made throughout the system to create new connections and partnerships. Medford Branch Manager Terra McLeod met with RVCOG Senior & Disability Service program directors to discuss future programs, including a health fair for the fall. Ms. McLeod met with ACCESS Cooking Skills Educator Barrett Gifford for nutrition education programs. Shady Cove Branch Manager Marion Mensing made a connection with the Upper Rogue Historical Society, resulting in a display from Trail Creek Museum for April.

John Jackson proved his appeal across all ages with programs at Talent and Gold Hill Libraries. At the “Birds and Bird Nests” program, adults out-numbered kids in attendance almost four to one, and the “Natural History of the Oregon Trail” brought in twenty-four patrons of all ages. Thanks to the Friends of the Shady Cove Library, seventy-five patrons of all ages celebrated together at the library’s annual Valentine’s Day Tea Party. Friends of the Gold Hill Library worked with the Jackson County Health & Human Services Veterans Service Office to help twelve local veterans with questions regarding VA services in their first two sessions of the new program. In Jacksonville, patrons celebrated the Chinese New Year with a lecture by Suzanne E. Sky about Chinese medicine’s five dimensions of wellness and a talk by local archeologist Chelsea Rose titled “From Jacksonville to John Day: Uncovering the History of Oregon’s Early Chinese Residents.” These programs brought in fifty-three and sixty-two patrons respectively. With Tax Season in full swing, AARP Tax Aide program at White City brought in 105 patrons.

Youth Services

Youth Services has made connections all throughout the county: with the community, the collection, each other, and even with animals. White City has continued with new and innovative Spark Space programming that included Makey Makey Making Music kits. The ninety-five patrons who attended this program actively learned how to work with an electronic invention tool and toy, teaching them the connection between every-day objects and computer programs. The end result was utilizing electrical connectivity and electrodes to get Play-Doh to play music.

The Butte Falls Library continues to have a local kindergarten class visit each week, and in March, Branch Manager Lee Ann Pierce will be taking her storytime to the Butte Falls Landing. Eagle Point Branch Manager Charlene Prinsen, Ms. Taillac, and Ms. Strong visited The Landing Community Center in Butte Falls, making connections and looking for ways that the Butte Falls Library, and Jackson County Library Services in general, can supplement The Landing’s preschool programs and activities. This visit culminated in the new partnership of featuring JCLS storytimes at The Landing for their twenty-five preschool students. Future opportunities will include signing up local residents for library accounts and assisting with The Landing’s courtesy paperback collection located in the building’s lobby.

The participants of the Yarnia program at the Eagle Point Library are making hats for every student in the Eagle Point Hillside Elementary School, which will be gifted next fall. In the Lower Rogue, The Applegate Library is connecting with the community by identifying ways to help with the new hybrid school proposal in the Applegate Valley. Until the proposed new school is built, the Applegate Library conference room is being considered as a temporary classroom because of its availability and

accessibility. Discussions are ongoing with Library IT to provide additional tech equipment to modernize the meeting room, which would help facilitate the school's needs.

Rogue River Library's program "Kindness from the Heart," a Valentine's-themed program presented by local artist Anna Minter, proved to have the largest draw of any program since last summer, with fifty-five children and twenty-nine adults present. Ms. Minter performed a puppet show and did face painting afterwards. The Rogue River Library also held the first two "Paws to Read" programs with K-9 Reading Buddies. Trained therapy dogs were on hand at the library and were as good as gold while small children read to them. The *Mail Tribune* featured a story about the program on February 11: <http://bit.ly/2OOKqHA>.

The Ashland Library's Teen Department hosted a Valentine's-themed program celebrating love – for pets. Participating teens donated time to create dog and cat toys that were donated to the Jackson County Animal Shelter. The teens ended up making thirty-seven dog toys and nineteen cat toys in an hour and a half. Additionally, a sense of camaraderie and community was created among the teens who gathered to do something selfless and to connect with their community. In Medford, teens connected fandoms at the February Random Fandom event: Marvel vs. DC Part II. With two teams facing off against one another, Team Marvel and Team DC perfected their skills on the JCLS catalog to compete in a scavenger hunt throughout the entire Medford Library.

Support Services

On February 1, Technical and Digital Services staff hosted a Library of Things (LoT) program at the Medford Library. The "Mystery Lab" had more than sixty participants, twenty-three of whom obtained library cards on the spot. The *Mail Tribune* was present and subsequently featured an article about the program with a picture of a patron showing another patron how to use the sewing machine: <http://bit.ly/2RUL3le>. Digital Services staff member Laura Irwin created the hit program and will be taking it on the road to all branches to help promote the LoT.

Since the launch in early February, the Library of Things (LoT) has proven to be filling a new niche, with usage statistics showing that everything in the collection is circulating. With 259 items available for checkout, in February items have already checked out 109 times in the first month. The top five items in terms of popularity are board games, appliances, puzzles, and of course ukuleles and book club kits. Some items of which there are just one in stock have circulated two times so far, and additional kitchen appliances have already been purchased due to demand. Most items seem to have a fairly short loan length as well, the average right now being 5.4 days per item, indicating things are moving quickly through the system for patrons.

The IT department is busy with transition-related projects such as moving to a Library managed cloud-based email service, which will require migrating all staff and public computers to a new domain. Staff time will be saved and workflows improved with this move, and the same username/password for all staff functions will be maintained. IT is conducting Branch Tech Tour visits to meet with branch managers and staff to review technology needs and provide training. Staff were given updates with coming new technologies, such as tablets for patrons to use with Flipster, tablets with LEAP software installed so that staff can complete work more efficiently in the stacks, reducing the number of printers and copiers with one multifunction machine, and discussing public computer needs.

2-Year Plan to Increase Card Holders

FY20 Q2 TARGETS UPDATE

MARCH 12, 2020

Active Library Users

5-year target: 75%

FY20 Q2 target: 50%

For the first time since the 2-Year Plan was implemented, the number of cardholders has surpassed 100,000.



New Users

Target: 10,000 additional users per year

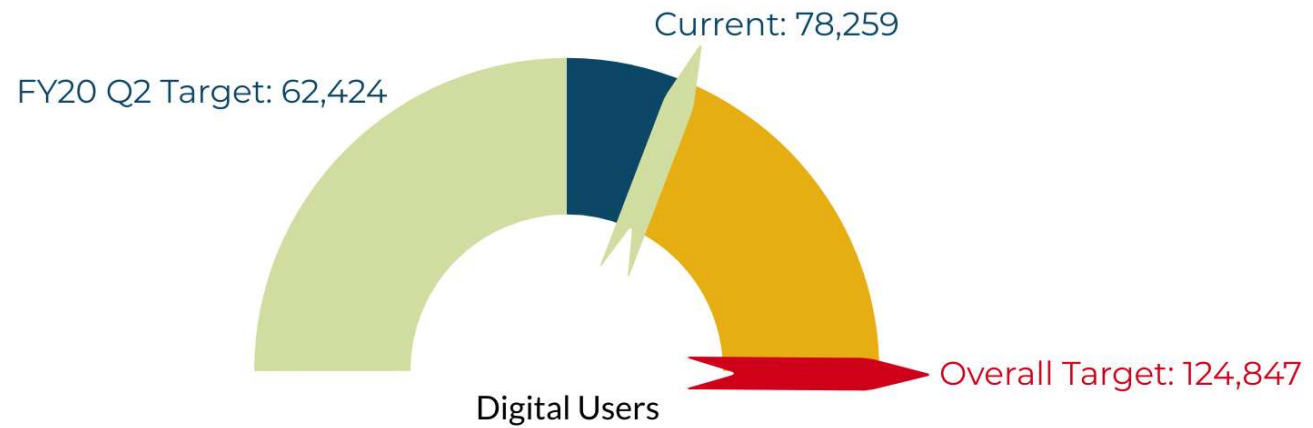
FY20 Q2 Target of 5,000 was exceeded by 3%. The new Computer card initiative, the launch of the Library of Things, and the addition of streaming video service, Kanopy, all contributed to the increase in new patron accounts.



Digital Users

Target: 10% increase per year

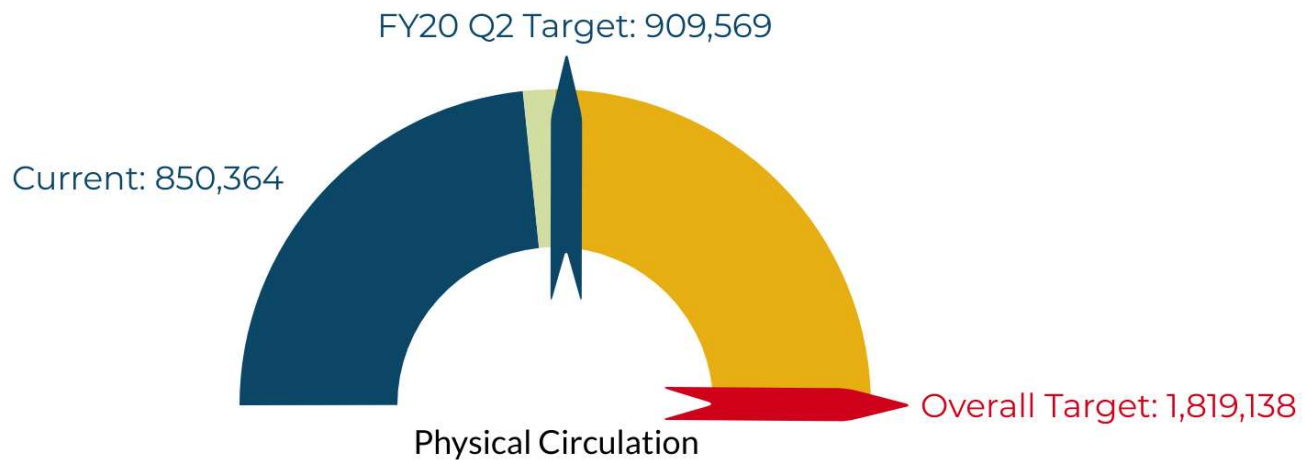
Current digital user numbers have exceeded the target by 20% or 15,836 users. Several efforts may have contributed to this success: classes for the public on using Hoopla and Library2Go by Digital Services; promotional ads by Marketing; and increased familiarity with digital resources by all public services staff.



Physical Circulation

Target: 2% increase per year

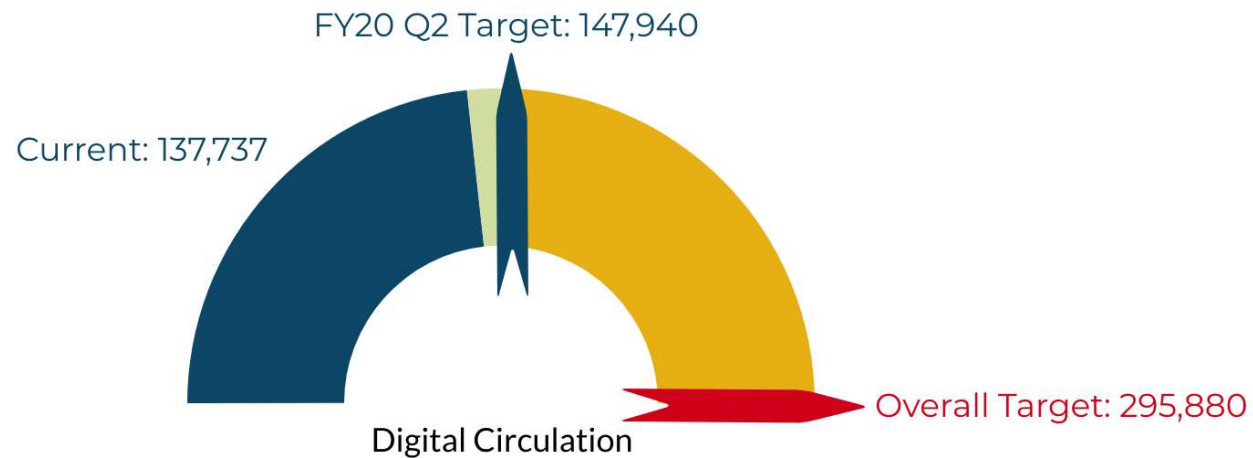
FY20 Q2 target for physical circulation was 909,569, current numbers are short of the goal by 7%. This metric will likely continue to show a slight decline until the one-year mark in the DVD loan period change is surpassed (May 2020).



Digital Circulation

Target: 25% increase per year

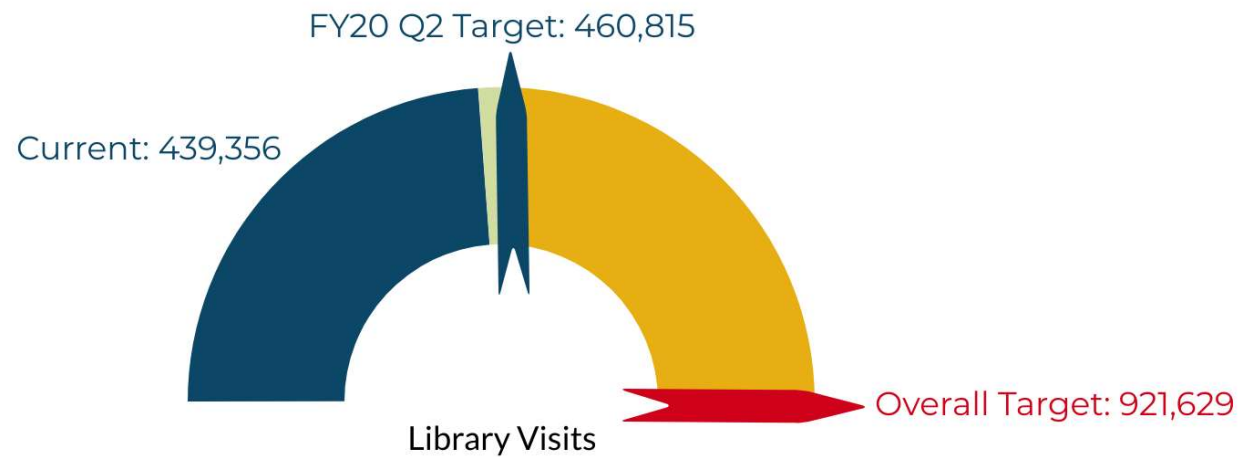
Digital circulation also fell 7% short of the FY20 Q2 target, but with the inclusion of the new Kanopy (streaming digital video service) starting December 24th, 2019, it is expected that digital circulation will rise to meet the 25% target. In February alone there were 2000 circulations in Kanopy.



In Branch Visits

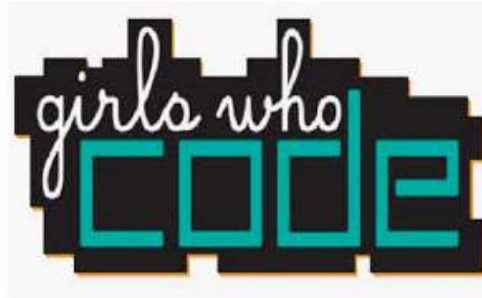
Target: 5% increase per year

Year to date, library visits are up 6.27% compared to the same time last year. However, they just missed the FY20 Q2 Target by 4.88%.



Programs

New programming for FY20 has more technology classes including *Facebook & Your Library*, *JCLS Website Introduction*, *Get the Most out of the Library Catalog*, *Mystery Lab – Library of Things*, *Girls Who Code*. Outreach Services new initiatives include partnering with K-9 Reading Buddies, Latinx Committee membership, and new Summer Reading Program roll out this year.



Darrick Bloem gets help with a sewing machine from Cyndy Holder of Medford at the Medford Library Saturday afternoon. Andy Atkinson / Mail Tribune



Paws to Read

Rogue River Branch



Jackson County Library FOUNDATION

Operations Report for the District Board- March 2020

*We secure resources to strengthen innovation and literacy in our community.
– JCLF Mission Statement*

Board Recruitment Update:

Please join us in welcoming Gabriela Teodorescu, J.D. to the JCLF Board of Directors.

The following is her public professional profile:

Ms. Teodorescu is a member of the State Bar of California. She received her Juris Doctor degree from the University of Notre Dame Law School with high honors, serving as Articles Editor for the Notre Dame Law Review and receiving multiple American Jurisprudence awards. Her legal experience spans over 15 years both in private practice and as a prosecutor on behalf of the US government. Throughout her legal career, Ms. Teodorescu has dedicated a significant amount of time addressing social justice issues, believing that a legal system cannot be characterized as a just system unless it serves the needs of the most vulnerable and disenfranchised members of a community.



Ms. Teodorescu is developing a healthcare-legal program (HLP) reflective of Rogue Community Health's commitment to addressing the social determinants of health that impact the lives of its patients. By both leveraging direct legal services as well as educating patient members and the community at large through workshops and seminars, the initiative is designed to dismantle barriers to healthcare and significantly reduce disparities in health.

The empowerment model of the HLP embraces legal literacy and is further informed by Ms. Teodorescu's experience as an educator, her focus on critical pedagogy while completing her Master's degree in Education which she received with highest honors from the Claremont Graduate University, and her work highlighting the voices of members of marginalized communities through forums such as Theatre of the Oppressed. She also holds a Bachelor's degree in Theatre from the Claremont Colleges.

Ms. Teodorescu is fluent in Spanish, Romanian and English, enjoys conversational fluency in Italian, and has an elemental understanding of Greek. She enjoys ocean swimming and performing improvisational comedy with a bend towards the satirical. She is fully immersed and immensely grateful for the amazing journey of motherhood, being awed every day by her daughter. When she becomes uncertain about humanity's arc towards good, she spends more time with Jackson, the family's Bernese mountain dog.

Ms. Teodorescu also included the following in her application for board membership:

"A public library can become the quintessential community space only when, in my opinion, it strives for meaningful access with a spirit of true inclusion as regards all members of its community. I hope to learn, alongside fellow members of the Board, how best to support, strengthen and expand our county's library services for the benefit of all stakeholders."

(All the above has been shared with Ms. Teodorescu's permission.)

Board Development:

Mitchell Seidman and Elisabeth Campbell are scheduled to attend the Nonprofit Association of Oregon's full-day Nonprofit Fundraising and Board Workshop on March 9th.

Donor Cultivation:

JCLF's "Donor History" project is underway. Board members have begun reviewing current and lapsed donor lists to fill in history, connections, and context to enable JCLF staff to better target fundraising campaigns and to support Board Members in making effective donor contact.

Concurrently, new procedures are being developed to create robust reporting on all donor contact within our Donor Management Software.

Attachments:

JCLF Board Member Job Description, JCLF Fact Sheet for Prospective Board Members



Jackson County Library FOUNDATION

Board Member Job Description - 2020

*We secure resources to strengthen innovation and literacy in our community.
– JCLF Mission Statement*

Board Member Job Description

- Embrace and support the mission of JCLF
- Engage in strategic planning for JCLF
- Attend board meetings (monthly)
- Serve on committees (at least one)
 - Finance, Donor Appreciation/Fundraising, Board Recruitment
- Participate in donor cultivation and fundraising activities
- Understand and approve organization budget
- Understand and review organization financial reports
- Review requests for funding
- Recruit, hire, and supervise key staff
- Recruit and mentor new JCLF board members
- Dedicate a minimum of four hours per month to JCLF

The Jackson County Library Foundation is an independent, nonprofit organization and the philanthropic partner of Jackson County libraries. We secure and responsibly manage contributions from individuals, businesses, and foundations to help build community support for the Jackson County Library System in its efforts to learn, grow, and connect with the entire community.

As a member of the Board of Directors your primary responsibility is to support our efforts to cultivate private champions to supplement the public commitment that the citizens of Jackson County have made to their libraries. We focus on funding library enhancements, capital improvements, and unexpected opportunities or needs not otherwise covered by the regular library budget.

We believe that libraries have the power to transform lives and that an investment in libraries is an investment in the future.



Jackson County Library FOUNDATION

Fact Sheet for Board Members - 2020

*We secure resources to strengthen innovation and literacy in our community.
– JCLF Mission Statement*

Programs:

JCLF's primary responsibility is to raise, collect, manage, and disburse funds to Jackson County Libraries. All requests for funds are approved first by the Library Director and then by the full board of the Foundation. All library programs are administrated by Jackson County Library Services, not by JCLF.

Board Meetings:

Regular board meetings take place on the third Tuesday of every month from 4:30 PM – 6:00 PM at the Medford Branch Library. A board packet containing all relevant materials will be sent to all members no later than Friday of the week prior.

Committee Meetings/Committee Work:

Committee Meeting are scheduled as needed. Minutes must be taken at all meetings and submitted for inclusion in the regular board packet. Active committees are: Finance, Board Recruitment, Donor Relations.

Work done by committee members is set according to that committee's goals and needs. Common tasks are donor thank you calls, meetings with financial institution representatives, and networking for the purpose of board recruitment and donor cultivation.

Terms of Service:

A term is three years. A director's term may be renewed one time, if they wish and the board agrees, for a maximum of six consecutive years of service.

Milestones in process or completed within the last month

Jackson County Library District - 2020 Roadmap

Report Date: 3/6/2020

Big Rocks	Key Milestone	Responsible	Scheduled		New	Status	Notes / Task Owners
			Start	Stop	Actual		
Staffing	Hire HR Manager - recruitment by HR Answers	LD, DA	Dec-19	Mar-20	Feb-20	Completed	February 24, 2020
	Hire Admin Staff	DA, HR	Mar-20	May-20		On target	
	Hire Public Services Staff	AD-PS, HR	Mar-20	May-20			
	Hire Support Services Staff	AD-SS, HR	Mar-20	May-20			
Communication	Provide weekly update to staff	LD, LS&S, Board	Jan-20	Jun-20			Weekly communications to staff
	Provide first set of answers to FAQs	LD	Feb-20	Feb-20		Completed	February 21, 2020
	Provide additional answers to FAQs	LD, HR	Mar-20	May-20		On target	
	Draft and approve external communications plan	Advocacy Committee	Mar-20	Jun-20			
Human Resources	Approve salary schedule	Board	Nov-19	Nov-19	Feb-20	Completed	February 13, 2020
	Approve employee benefits	Board	Nov-19	Nov-19	Feb-20	Completed	February 13, 2020
	Present draft Employee Handbook to Board	HR, LD, DA	Mar-20	Mar-20		On target	Work Session 3/26/2020
	Approve personnel policies (Employee Handbook)	Board	Jan-20	Jan-20	Apr-20	Behind schedule	April Board meeting
	Implement Tyler-Incode HR software	Tyler, HR	May-20	May-20	Oct-20	Behind schedule	Tyler-Incode implementation delayed
Finance	Update Board on long-range financial plan	Finance Committee	Jan-20	Jan-20	Mar-20	Completed	March 2, 2020
	Approve alternative payroll processing solution	Board	Mar-20	Mar-20		On target	March 12 Board meeting
	Tyler-Incode Current Future State Assessment	Tyler, Project Team	Mar-20	Mar-20		On target	Consultant on site March 16-19, 2020
	Implement Tyler-Incode accounting/payroll system	Tyler, Finance/HR	May-20	May-20	Oct-20	Behind schedule	Tyler-Incode implementation delayed
Policies	Approve board governance policies	Board	Jul-19	Jan-20	Mar-20	Behind schedule	March 12 Board meeting
	Develop finance procedures	Finance Committee	Jan-20	Jun-20			
Technology	Install/configure Tyler-Incode servers	IT, Tyler	Jan-20	Jan-20	Feb-20	Completed	February 5, 2020
	Select and migrate over to new email system	IT	Mar-20	May-20		On target	
	Migrate District website to jcls.org	IT, DA, Marketing	Feb-20	May-20		On target	
	All contracts transferred from LS&S in place	AD-SS, DA, Legal	Feb-20	Jun-20			
Facilities	Approve facilities maintenance contract	Board	Feb-20	Mar-20		On target	March 12 Board meeting
	Approve buildings transfer, lease agreements	Board	Jul-19	Jun-20			
Medford Renovation	100% Construction Drawings	ORW	Jan-20	Jan-20	Feb-20	Completed	February 14, 2020
	Construction Invitation to Bid (ITB) advertised	Jackson County	Feb-20	Mar-20		Completed	February 19, 2020
	ITB closes; bids due	Jackson County	Mar-20	Mar-20		On target	March 19, 2020
	Medford renovation construction	Contractor	Mar-20	Jun-20			
	Furniture installation	Jackson County	Jun-20	Jun-20			
Collections	Move into new spaces	Staff	Jun-20	Jun-20			June 22-26, 2020
	Evaluate LS&S Collections Mgmt (CM) system	LD	Oct-19	Mar-20		On target	
	Propose CM solution to Board	LD	Mar-20	Apr-20		On target	

Completed Milestones

Jackson County Library District - 2020 Roadmap

Report Date: 3/6/2020

Big Rocks	Key Milestone	Responsible	Scheduled		New	Status	Notes / Task Owners
			Start	Stop	Actual		
Staffing	Approve hiring Kari May as JCLS Library Director	Board	Jul-19	Jul-19		Completed	July 12, 2019
	Approve Kari May's employment contract	Board	Dec-19	Dec-19	Jan-20	Completed	January 9, 2020
Communication	Provide initial letter to library staff	LD, LS&S, Board	Jul-19	Jul-19		Completed	July 29, 2019
	Provide update to staff on Staff Training Day	LD, LS&S, Board	Sep-19	Sep-19		Completed	September 18, 2019
	Provide quarterly update to staff	LD, LS&S, Board	Oct-19	Oct-19	Nov-19	Completed	November 7, 2019
Human Resources	Approve contract with HR Consultant	Board	Sep-19	Sep-19		Completed	September 12, 2019
	Job market analysis, total compensation survey	HR Consultant	Sep-19	Oct-19	Nov-19	Completed	November 14, 2019
	Present salary/benefits recommendations to Board	HR Consultant	Oct-19	Oct-19	Nov-19	Completed	November 14, 2019
	Present HR staffing recommendations	HR Consultant	Nov-19	Nov-19		Completed	November 14, 2019
	Approve HR staffing recommendations	Board	Nov-19	Nov-19		Completed	November 21, 2019
	Approve HR information system	Board	Nov-19	Nov-19		Completed	November 21, 2019
Finance	Research accounting/HR/payroll solution	Finance Committee	Sep-19	Nov-19		Completed	November 14, 2019
	Approve accounting/HR/payroll system	Board	Nov-19	Nov-19		Completed	November 21, 2019
Technology	Receive draft report of IT assessment	Planning Team	Aug-19	Aug-19		Completed	August 20, 2019
	Present IT assessment and recommendations	IT Consultant	Sep-19	Sep-19		Completed	September 12, 2019
	Approve IT assessment and recommendations	Board	Oct-19	Oct-19	Sep-19	Completed	September 12, 2019
	Approve Contract with LS&S for Polaris ILS	Board	Oct-19	Oct-19	Nov-19	Completed	November 21, 2019
Facilities	Approve FFA Architecture Design Proposal	Board	Aug-19	Aug-19		Completed	August 8, 2019
	Begin working on lease assignments, agreements	Legal Counsel	Sep-19	Sep-19	Jul-19	Completed	Negotiations ongoing
Medford Renovation	Approve renovation design and estimated Budget	Board	Dec-20	Dec-20		Completed	December 12, 2019
	Approve B-7 to fund design/architecture	DA	Jan-20	Jan-20		Completed	January 14, 2020

March 12, 2020

Title: People Counter Proposal

From: Technology Committee

Recommendation:

The Technology Committee recommends that the Board contract with SenSource Incorporated for thermal imaging people counter sensors and installation for 18 entrances at all 15 branches.

Budget Impacts:

The initial cost for SenSource is \$29,505, which includes parts, installation, analytic software and hosting for one year. An additional estimated one-time \$23,000 (maximum) cost for wiring means a total project cost of \$52,505 for the first year. Subsequent years cost for hosting & maintenance is \$4,140 annually.

Currently, staff must gather data manually from the counters, managers enter the data into a spreadsheet, and then administration calculates and reviews the information. The estimated cost in staff time is \$6,900/year for all 15 branches. With proposed system, the data will be gathered and stored in the cloud, and administration can access the data directly, removing two to three levels of staff mediation to gather the data. After less than 8 years, the software will have paid for itself. Furthermore, the sensors recommended for this project have an estimated 97% accuracy reading, while the current people counters fall more in the 75-80% range and can be knocked offline if the laser beam connection is bumped and the sensor has to be recalibrated manually. The SenSource sensors will also alert staff immediately if they are offline.

Other projects have moved out of the current fiscal year's technology plan, allowing for funding to be reallocated to this project. The cost of this project is within the current allocation for technology projects in the FY2019-2020 budget.

Policies, Plans, and Goals Supported:

This project supports the Technology Plan Goal 3: Maintain and enhance a robust technology environment, as well as the Board and the Library Administration's desire to be better able to make data-driven decisions based on more accurate data.

Background and Additional Information:

In order to meet the expectation of providing accurate measures of branch business operations for the Director, the Library Board, the State Library, and the Branch Managers, Assistant Director of Support Services Carey Hunt embarked upon a project to review statistical gathering processes and

procedures for those benchmarks that required the most staff time to gather. There are two areas where staff time is excessive.

1. Programming: Tools already existed to improve the accuracy and reduce staff time which was owned by the Library, but not fully utilized. The online calendar system, LibCal, has since been fully deployed to gather and track programs and attendance.
2. Library Visits: Current practice is to use wireless people counters that work off of batteries. These devices count breaks in a beam that cuts across the doorways. If two people walk through at the exact same time, they are counted as one. If a person walks back and forth deciding which direction to go, they are counted for each time the beam breaks. Each day, a staff member checks the counter and writes down the day's count. Each month, the branch manager enters the daily count into a spreadsheet. Each month the Assistant Director of Support Services uses a formula to subtract day 2's count from day 1's count, then another formula to divide that count by two to get the daily count. Another formula is needed to put each branch's total monthly count into a Summary table to calculate the quarterly statistics for library visits. The accuracy of statistics is reduced with each human touch.

Evaluation of People Counters

Assistant Director of Support Services Carey Hunt, IT Manager Ron Sharp, and IT Technician Michael White served as the evaluation committee, scoring and ranking the proposals based on three weighted criteria:

1. Financial criteria (overall pricing; ongoing costs): 30%
2. Technical criteria (qualifications and experience; overall methodology): 30%
3. Deliverables (ability to meet stated requirements within the specified timeframe): 40%

Each respondent's combined weighted score, ranking and quoted cost are included below:

1. SenSource (4.8 pts.)
 - Implementation Cost: \$29,505, plus Annual Cost: \$4,140
2. TrafSys (4.1 pts.)
 - Implementation Cost: \$26,370, plus Annual Cost: \$2,700.
3. D-Tech (2.3 pts.)
 - Implementation: \$29,568, plus Annual Cost: \$7,128

The Technology Committee met to discuss the evaluation process and the merits of each proposal. The committee agreed to recommend that the Board approve the SenSource proposal. The recommendation is based on the inclusion of a 5-year warranty, a more thorough demonstration of how the sensors provide accurate data, impressive analytic tools and responsiveness.



3890 Oakwood Ave., Youngstown, OH 44515
 Phone # 800-239-1226 Fax # 877-517-2586

Quotation

12101

Bill To:

Jackson County Library District
 205 S Central Avenue
 Medford, OR 97501

Date
9/12/2019
Terms
Net 30
FOB
Factory

Ship To

Jackson County Library District
 Attn: Carey Hunt
 205 S Central Avenue
 Medford, OR 97501

THIS IS NOT AN INVOICE

Rep Contact: Chris Listorti x124

Item	Description	Qty	Price/Ea.	Total
	9/12/2019: Updated original quote date from 7/22/19 Removed cable runs from quote			
	*** HARDWARE***			
-/PC-VIDX-S	ClearCount 3D Stereo Video Sensor with A.I, Mounting Height Range: 8.2'-18' Coverage Range: 7.4'x4.8' – 23'x16.4' White	18	895.00	16,110.00
Notes	PoE Ports will be available at each location		0.00	0.00
SS-BRKT-MOUNT-ADJ-22-40	RRV Main (1) & RCH Main (1) Camera Mount 22 to 40 Inch Adjustable w/ Cabling Channel for ClearCount Series, Silver Subtotal =====>	2	45.00	90.00
				16,200.00
	*** CLOUD REPORTING & EXTENDED HARDWARE WARRANTY***			
SRVC-VEACLOUD-YEAR	Annual Data Hosting Service Fee w/ VeaCloud Platform - Traffic	15	240.00	3,600.00
SRVC-VEACLOUD-YEAR-ADD	Annual Data Hosting Service Fee w/ VeaCloud Platform, Additional Sensor at Same Facility - Traffic	3	180.00	540.00
WSP-HDW-5YR	5 Year Hardware Warranty (1 yr warranty is included with sensors, option to extend for an additional 5 years) Subtotal =====>	18	125.00	2,250.00
				6,390.00
	*** INSTALLATION ESTIMATE***			
Self-install Cable Run	Customer will run Ethernet cable from their network switch to each designated mounting placement at their entrances.	18	0.00	0.00
Quote only valid for 90 days. Sales tax will be added where applicable. Shipping charges will be applied at current UPS rates upon shipping.		Sales Tax (0.0%)		
		Total		



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Rep Contact: Chris Listorti x124

Item	Description	Qty	Price/Ea.	Total
Installation	Installation for the 1st sensor @ the location. *All installation service is subject to the terms and conditions in SenSource "Installation & Service Terms"	15	300.00	4,500.00
Installation Sensor	Installation for an additional sensor. *All installation service is subject to the terms and conditions in SenSource "Installation & Service Terms"	3	150.00	450.00
Installation Hourly	Additional hour billed in 15 minute increments *All installation service is subject to the terms and conditions in SenSource "Installation & Service Terms" (If lifts are not available onsite rentals will be needed at RRV Main & RCH Main)	2	120.00	240.00
Installation Lift Rental	Lift Rental Fee	2	600.00	1,200.00
	Subtotal =====>			6,390.00
Shipping & Handling	Drop ship to each location	15	35.00	525.00
Quote only valid for 90 days. Sales tax will be added where applicable. Shipping charges will be applied at current UPS rates upon shipping.			Sales Tax (0.0%) USD 0.00	
			Total USD 29,505.00	



March 12, 2020

Title: Facilities Maintenance IGA with Jackson County

From: Facilities Committee

Recommendation:

The Facilities Committee recommends the Board approve the attached IGA with Jackson County for the provision of facilities maintenance, landscaping, and facilities project administration services, as outlined in the attached IGA, which has been fully vetted by the parties' legal counsel.

Budget Impacts:

For fiscal year 2020-2021, the total cost of preventive/corrective maintenance and landscaping services is estimated at \$504,366. Planned capital projects for FY20/21 are estimated to cost \$125,000. These dollar amounts will be included as separate line-items in the proposed budget.

Policies, Plans, and Goals Supported:

Continuing to contract with Jackson County for these services supports not only the Board's vision for a seamless transition, but also economy and efficiency in local government through intergovernmental cooperation.

Background and Additional Information:

Jackson County Facilities Maintenance currently provides facilities maintenance, landscaping, and facilities project administration services to the District. Since the current lease between the parties expires on June 30, 2020, a new IGA with an effective date of July 1, 2020 will need to be in place for these services to continue.

The Facilities Committee's recommendation is based on the positive working relationship that has developed between the parties over the past five years, the County's extensive knowledge of the Library buildings and systems, the level of service heretofore provided, and value for the cost. The attached IGA outlines the services that will be provided, the costs of those services, the communication and reporting required of the parties under the agreement, and the expected standards for performance.

Attachments:

1. IGA Between Jackson County Library District and Jackson County

**INTERGOVERNMENTAL AGREEMENT BETWEEN JACKSON COUNTY
LIBRARY DISTRICT AND JACKSON COUNTY RELATED TO PROVISION OF
MAINTENANCE AND LANDSCAPING SERVICES FOR LIBRARY FACILITIES**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is entered into by and between the JACKSON COUNTY LIBRARY DISTRICT, a library district organized under Chapters 198 and 357 of the Oregon Revised Statutes (hereinafter, "DISTRICT"), and JACKSON COUNTY, a political subdivision of the State of Oregon (hereinafter, "COUNTY"), collectively referenced as the PARTIES, for the provision of maintenance and landscaping services for the premises and facilities utilized by the DISTRICT to provide library services within Jackson County, Oregon.

RECITALS

WHEREAS, in May of 2014, the voters of Jackson County approved the formation of the District as a special district under Chapters 198 and 357 to provide permanent and dedicated library funding for library services and self-governance;

WHEREAS, by July of 2020, the District will own or lease fifteen (15) properties and/or facilities located within Jackson County;

WHEREAS, the County currently provides maintenance and landscaping services for the properties and facilities that were owned or leased by the County prior to July of 2020;

WHEREAS, the District desires for the County to provide facilities maintenance, landscaping, and facilities project administration services for premises and facilities utilized by the District for the provision of library services, whether previously owned or leased by the County or not, at a cost that will cover the expenses of the County;

WHEREAS, ORS 190.010 allows a unit of local government to enter into a written agreement with any other unit of local government for the performance of any function and/or activity the local government has the authority to perform;

WHEREAS, the District and the County hereby certify that they meet the above eligibility criteria and therefore are jointly authorized and so desire to enter into this Agreement pursuant to which the County shall provide maintenance, landscaping, and facilities project administration for the District's premises and facilities and the District shall cover the expenses of the County for providing such services; and

WHEREAS, as a result of this Agreement, any unit of local government, consolidated department, intergovernmental entity or administrative officers designated herein to perform specified functions or activities is vested with all powers, rights, and duties relating to those functions and activities that are vested by law in each party to the Agreement, its officers, agencies, and designated representatives.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by the District and County as follows:

AGREEMENT

1. **Premises and Facilities.** Except as provided in Section 2.7 below, the County shall provide maintenance, landscaping services, and facilities project administration for the following District premises and facilities (hereinafter collectively, “Branch Libraries”):
 - A. The Applegate Branch Library located at 18485 North Applegate Rd, Applegate, OR 97527;
 - B. The Ashland Branch Library located at 410 Siskiyou Boulevard, Ashland, OR 97520;
 - C. The Butte Falls Branch Library located at 626 Fir Ave, Butte Falls, OR 97522;
 - D. The Central Point Branch Library located at 116 South 3rd St, Central Point, OR 97502. The building containing the Central Point Branch Library also contains office space controlled by the City of Central Point and such space is not included under this Agreement;
 - E. The Eagle Point Branch Library located at 239 West Main St, Eagle Point, OR 97524;
 - F. The Gold Hill Branch Library located at 202 Dardanelles St, Gold Hill, OR 97525;
 - G. The Jacksonville Branch Library located at 340 West C St, Jacksonville, OR 97530;
 - H. The Medford Branch Library located at 205 South Central Ave, Medford, OR 97501. Rogue Community College currently has a lease agreement with the District for use of space in the Medford Branch Library and the maintenance of such space is included under this Agreement;
 - I. The Phoenix Branch Library located at 510 West 1st St, Phoenix, OR 97535;
 - J. The Prospect Branch Library located at 150 Mill Creek Dr, Prospect, OR 97536;
 - K. The Rogue River Branch Library located at 412 East Main St. Rogue River, OR 97537;
 - L. The Ruch Branch Library located at 7919 Highway 238, Jacksonville, OR 97530;
 - M. The Shady Cove Branch Library located at 22477 Highway 62, Shady Cove, OR 97539;
 - N. The Talent Branch Library located at 101 Home St, Talent, OR 97540; and
 - O. The White City Branch Library located at 3143 Avenue C, White City, OR 97503.

2. Maintenance, Repair, Landscaping, and Specific Conditions.

- 2.1 Costs. For purposes of this Agreement, “cost” or “costs” shall mean all costs and expenses paid or incurred by County including but not limited to labor expenses, contracted labor and parts, management overhead labor expenses, parts used while performing maintenance, fuel, vehicle charges, tools, consumables used while performing maintenance, contracted required inspections, and required permits.
- 2.2 Maintenance; Repair. Except as otherwise provided in paragraph 2.7, County shall be responsible for maintenance at the Branch Libraries described in Section 1 of this Agreement. Such maintenance shall include material replacement; services for plumbing; HVAC repair and replacement; backflow device testing, repair, and replacement; boiler testing, inspection, replacement, and repair; carpet and hard floor repair and replacement; concrete repair and replacement; elevator repair and replacement; fire alarm testing, servicing and replacement; fire extinguisher testing, servicing and replacement; generator testing, inspection and replacement; lightbulb and exit light repair and replacement; lock and key repair and replacement; furniture and fixture repair and assembly; painting; parking lot and walkway repair and replacement; pavement sealcoating, striping, repair, and replacement; roof repair and replacement; vandalism repair; well water testing, maintenance, and repair; and structural repair and replacement. Additionally, the County shall be responsible for maintaining, repairing, and replacing all electrical and low voltage wiring within the walls of the facilities up to and including any outlets, jacks, or panels. As set forth in Section 4 of this Agreement, the District shall be responsible for paying the costs of the services provided in this Subsection (hereinafter “Maintenance and Repair Costs”). The County shall confer with the District on items that affect building aesthetics, including, but not limited to, flooring, window coverings, and paint.
- 2.3 Landscaping. The County shall be responsible for all landscaping at the Branch Libraries described in Section 1 of this Agreement, except as provided in Section 2.7, below. Such landscaping shall include mowing, fertilizing, overseeding, application of herbicides, weeding, pruning, removal and replanting of landscaping, replenishment of bark mulch in planter beds, irrigation, and all work associated with maintenance of irrigation systems. Scope of work and compensation will be agreed upon each year as described in Section 4.4. As set forth in Section 4 of this Agreement, the District shall be responsible for paying the costs of the services provided in this Subsection (hereinafter “Landscaping Costs”).
- 2.4 Capital Projects. Capital projects are large scale projects requested or needed by the District to continue to maintain the Branch Libraries which fall outside the scope of maintenance and repair and that have been determined as necessary improvements to be made prior to the start of the fiscal year. At the discretion of the District, the County shall provide Facilities Project Administration, as defined in Section 2.6, below, for all capital projects. The County shall recommend and estimate the costs of capital projects (hereinafter “Capital Costs”) at the Branch Libraries over a 5-year planning period.

2.5 B-7 Projects. The County shall be responsible for completion of all requested B-7 Projects. B-7 Projects are written requests by the District for maintenance, repairs, improvements, or remodels that occur mid-year and that do not qualify as maintenance, repairs, landscaping, or capital projects as outlined in Section 2.2, 2.3, or 2.4, above. At the discretion of the District, the County shall provide Facilities Project Administration for B-7 Projects. The District shall be responsible for paying the costs of B-7 Projects (hereinafter “B-7 Project Costs”). Depending on schedule, project size, and available resources, B-7 Projects may not be completed in the fiscal year requested.

2.6 Facilities Project Administration. Facilities Project Administration is a set of services for the management of planning, design, construction, renovation, and procurement needed to complete capital projects and B-7 Projects across the 15 Branch Libraries. Facilities Project Administration shall be provided in circumstances where the planning, design, construction, renovation, or infrastructure upgrades will be provided by a third party because the scope of the job or the level of expertise required exceeds the capabilities of the County. In such circumstances, the County shall notify the District that the project requires Facilities Project Administration. At the discretion of the District, the County shall provide Facilities Project Administration for the benefit of the District. County shall not charge the District for Facilities Project Administration for capital projects or B-7 Projects until such time that the total of Capital Project Costs combined with the total of B-7 Project Costs, incurred within the fiscal year, exceeds \$1,000,000.00, after which Facilities Project Administration shall be provided at County’s cost (hereinafter “Project Administration Fees”). Project Administration Fees shall be separately invoiced to the District. In the event of a project requiring Facilities Project Administration, the District and the County agree that each party is responsible as follows:

- i. District is responsible for the following:
 - a. Clearly define the scope of the project and objectives of the project in sufficient detail to minimize change orders that can lead to budget or schedule overruns;
 - b. Participate in the public contracting process in connection with the County;
 - c. Provide a single point of contact so that decisions and directives are provided in a timely manner to support the overall project schedule;
 - d. Provide timely and accurate responses to planning, design, and construction related questions;
 - e. Provide final approval on items that affect building aesthetics, including, but not limited to, flooring, window coverings, and paint; and
 - f. Paying for the cost incurred by the County for the project.

- ii. The County is responsible for the following:
 - a. Serve as the public contracting agency;
 - b. Act as a liaison between the District and any contracted architects, engineers, and contractors;

- c. Explain project details between architects, engineers, contractors and District to ensure projects meet expected budget and timeline;
- d. Serve as the point of contact for the architects, engineers, and contractors to ensure that they meet District's goals and objectives for the project;
- e. Regularly report on project process, issues, and risks to the project team;
- f. Take lead role in the development of construction procurement strategy, contractor selection, and public bid process, if required;
- g. Unless otherwise agreed upon between the District and the County, contract with contractors, sub-contractors, architects and engineers; and
- h. Coordinate project closeout.

2.7 Specific Conditions for Specific Branch Libraries. The District does not have sole ownership or control of the Branch Libraries. After June 30, 2020, the District will either own or be assigned leases and/or intergovernmental agreements for each of the Branch Libraries, in whole or in part. The County acknowledges that the District may assume differing obligations for the maintenance, landscaping, and facilities project administration of the Branch Libraries pursuant to previously existing contracts and the leases and/or intergovernmental agreements already in place, but expects that the maintenance, landscaping, and facilities project administration requirements will be comparable to that which are in place under the current leases and/or intergovernmental agreements, of which the County is already aware. Once the District has secured the terms of the leases and intergovernmental agreements for all of the Branch Libraries, the parties shall negotiate a mutually acceptable amendment to this Agreement to provide for the specific maintenance, landscaping, and facilities project administration obligations of the District which shall be performed by the County. County shall be liable for any breach of this Agreement that directly causes the District to breach its maintenance, landscaping, and facilities project administration obligations under such leases and intergovernmental agreements, subject to District's delivery of notice to County and County's opportunity to cure the breach in accordance with paragraph 9.4. Notwithstanding the acknowledgements of the County contained here, District agrees that the following exceptions shall apply to the provision of maintenance, landscaping, and facilities project administration services: Landscaping services shall not be provided at the following Branch Libraries: Ashland Branch Library, Butte Falls Branch Library, and Prospect Branch Library.

2.8 Process of Maintenance and Landscaping Service Requests. Notwithstanding any other provision of this Agreement, each specific maintenance, landscaping, or any other service requests under this Agreement shall be handled pursuant to the process and terms set forth in Exhibit A to this Agreement, attached hereto and incorporated herein by this reference.

3. Limitation. This Agreement is limited in scope to the County's provision of facilities maintenance, landscaping, and facilities project administration services at the Branch Libraries. Primary responsibility for all other aspects of the provision of library services shall remain with the District.
4. Compensation. The District shall pay the County for Maintenance and Repair Costs, Landscaping Costs, Capital Project Costs, and B-7 Project Costs incurred by the County as provided below. The parties concur with the Jackson County policy of providing services in the most effective and efficient manner and recognize that the County will not realize a profit by providing the services outlined in this Agreement. Nothing herein shall restrict the authority of the County to obtain or provide services by contracting with other and/or additional sources or parties.
 - 4.1 Budget. Prior to each fiscal year during this Agreement, County shall provide the District with projected budgets for Maintenance and Repair Costs, Landscaping Costs, and Capital Project Costs for the following fiscal year. The County has provided the District with a projected budget for the Maintenance and Repair Costs, the Landscaping Costs, and the Capital Project Costs for the 2020-2021 fiscal year.
 - 4.2. Monthly Maintenance and Repair Payment. Beginning on July 10, 2020 and on or before the second Monday of each month thereafter during the term of this Agreement, District shall pay to County an amount equal to 1/12 of the projected Maintenance and Repair Costs and Landscaping Costs for the fiscal year then in effect.
 - 4.3 B-7 and Capital Projects, Project Administration Fees. When a requested B-7 Project or a budgeted capital project is completed by County pursuant to this Agreement, or Project Administration Fees incurred pursuant to this Agreement, the County shall invoice the District for the associated Capital Costs, B-7 Costs, and/or Project Administration Fees. The District's payment for the Capital Costs, B-7 Costs, and Project Administration Fees shall be delivered to the County within 30 days of receiving the County's invoice.
 - 4.4 Accounting/settling of additional payment/reimbursement. At the conclusion of each fiscal year, the parties shall, at the request of either party, confer and review the payments and County fiscal accounting records to ensure the amounts paid to the County by the District are consistent with the costs incurred by the County in connection with providing the services described in this Agreement. The County shall refund any amounts paid by the District which are in excess of the costs actually incurred by the County. The District shall pay to the County any costs incurred by the County in excess of the payments received from the District. The County shall endeavor to notify the District by the end of the third quarter of any fiscal year (March) during the term of this Agreement if the County reasonably believes that the costs actually incurred by the County will exceed the projected costs for that fiscal year.

- 4.5 Quarterly Statements. The County shall provide quarterly expense statements to the District in the most detailed form available to the County. The statements shall be specific to library facilities. Notwithstanding anything else herein to the contrary, the County and District shall meet as soon as practicable to address issues of mutual concern.
5. Term. The term of this Agreement shall commence on July 1, 2020 and continue for a period of five (5) years, terminating on June 30, 2025, unless sooner terminated or extended under the provisions of this Agreement.
6. Independent Contractor. The County is and shall be deemed an independent contractor in connection with the services provided for herein, and it is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between the parties. It is understood and agreed that the County is not an agent or employee of the District with respect to any acts and omissions hereunder.
- 6.1 Control of Personnel. Although the District reserves the right to evaluate the quality of the completed performance, the District cannot and shall not control the means or manner of the performance of services by the County. Control of personnel, standards of performance, discipline, and all other aspects of the performance of maintenance and landscaping services pursuant to this Agreement shall be governed entirely by the County.
- 6.2 Status of Employees. The responsibility for wages, benefits, federal and state taxes applicable to any compensation, any other compensation, injury, or sickness arising from the performance of maintenance and landscaping services by the County hereunder shall be that of the County.
7. No Third Party Beneficiaries. The District and the County are the only Parties to this Agreement. This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights including, without limitation, any third party beneficiary rights, with respect to or in connection with this Agreement or any provision herein.
8. Funds Available and Authorized. The District has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the District's fiscal year budget. The County understands and agrees that the District's payment of amounts under this contract attributable to work performed after the last day of the current fiscal year is contingent on District appropriations, or other expenditure authority sufficient to allow the District, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event the District has insufficient appropriations, limitations or other expenditure authority, the District may terminate this Agreement without penalty or liability to the District, effective upon the delivery of written notice to County, with no further liability to County.

The County has sufficient funds currently available and authorized for expenditure to fund County's performance under this Agreement within the County's current fiscal year. The

District understands and agrees that the County's performance under this Agreement after the last day of the County's current fiscal year is contingent on County appropriations, or other expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement. In the event the County has insufficient appropriations, limitations or other expenditure authority, the County may terminate this Agreement effective upon the delivery of written notice to District, with no further liability to County.

9. Termination. This Agreement may be terminated as follows:

9.1 Mutual Consent. This Agreement may be terminated at any time by mutual consent of both parties.

9.2 Convenience. Either party may terminate this Agreement, for convenience, with 1 year prior written notice to the other party.

9.3 For Cause. The District may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to the County, or at such later date as may be established by the District, under any of the following conditions:

i. If District funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;

ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement; or

iii. If any license or certificate required by law or regulation to be held by County to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.

9.4. For Default or Breach. Either party may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party thirty days (30) advance written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within thirty (30) days of the date of the notice, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice. In the event the breach is of such nature that it cannot be reasonably cured within 30 days, the breaching party shall have a reasonable amount of time to cure. Written notice to the County shall be made in accordance with Section 14 herein. The rights and remedies of the District provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law, or in equity, or under this Agreement.

9.5. Obligation/Liability of Parties. Termination or modification of this Agreement pursuant to Section 9.1, 9.2, and 9.3, above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections 9.1, 9.2, 9.3, or 9.4) of this section, the County shall immediately cease all activities under this contract, unless expressly directed otherwise by the District in the notice of termination. The District shall pay the County for maintenance and landscaping performed prior to the termination date if such services were provided in accordance with the Agreement.

10. Records Maintenance; Access. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles, and federal circulars (as applicable). In addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document County's performance hereunder. The County acknowledges and agrees that the District and its duly authorized representatives shall have access to such fiscal records and to all other books, documents, electronic files, papers, plans and writings of the County that are pertinent to this contract for the purpose of performing examinations and audits, and making excerpts and transcripts. The County further acknowledges records generated as a result of this Agreement may be subject to disclosure pursuant to the Oregon Public Records Act.

11. Compliance with Applicable Law. The County shall comply with all federal, state and local laws and ordinances as applicable to the work under this Agreement. Failure to comply with such requirements shall constitute a breach of this Agreement and shall be grounds for termination. Without limiting the generality of the foregoing, the County expressly agrees to comply with the following as applicable: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) The Health Insurance Portability and Accountability Act of 1996; (iv) The Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended (vi) All regulations and administrative rules established pursuant to the foregoing laws; and (vii) All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. The District's performance under the Agreement is conditioned upon the County's compliance with the provisions of ORS Chapter 279A, B, and C, which are incorporated by reference herein.

12. Indemnification. To the extent permitted by the Oregon Constitution and the Oregon Revised Statutes, and subject to the limits of the Oregon Tort Claims Act, the parties shall indemnify and hold harmless each other as follows:

12.1 The District shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any County personnel or independent contractors performing services for the County, or any liability other than that specifically provided for in this Agreement.

12.2 The County shall defend, save, hold harmless, and indemnify the District, and its elected officials, officers, employees, agents, and volunteers from all third party claims,

suits, or actions of whatever nature whether actual, threatened, or alleged including but not limited to personal injury, death, property damage and incidental and consequential damages, resulting from or arising out of the activities of the County or its officers, employees, agents, volunteers, guests, or customers arising out of or in connection with this Agreement, including activities which occur on premises or in facilities owned or leased by the District, unless the claim, suit, or action is the result of the negligence or willful misconduct of the District, its elected officials, officers, employees, or agents.

12.3 The District shall defend, save, hold harmless, and indemnify the County, and its elected officials, officers, employees, agents, and volunteers from all third party claims, suits, or actions of whatever nature whether actual, threatened, or alleged including but not limited to personal injury, death, property damage and incidental and consequential damages, resulting from or arising out of the activities of the District or its officers, employees, agents, volunteers, guests, or customers arising out of or in connection with this Agreement, unless the claim, suit, or action is the result of the negligence or willful misconduct of the County, its elected officials, officers, employees, or agents.

12.4 In addition to any insurance coverages required by law, the County shall maintain the following insurance coverages and shall name the District, its agents, employees, elected officials, officers, boards and commissions as additional insured:

i. General Liability Insurance. General liability insurance of not less than \$2,000,000 per occurrence, \$4,000,000 aggregate. Coverage shall include contractual liability coverage for the indemnity provided under this Agreement; and

ii. Automobile Liability Insurance. Automobile liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

iii. Workers' Compensation Insurance. Worker's compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all of their subject workers.

12.5 There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the County or its insurer(s) to the District.

12.6 In respect to general and Automobile Liability, and as evidence of the insurance coverage required by this contract, the County shall furnish acceptable insurance certificates prior to commencing work under this contract. The County shall name Jackson County Library District, and its elected officials, officers, and agents as Additional Insureds on any insurance policies required herein but only with respect to the County's services to be provided under this Agreement. A copy of the Additional Insured Endorsement must be provided to the District with the Certificate of Insurance.

The certificate will specify all of the parties who are Additionally Insured. Insuring companies or entities are subject to District acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the District. The County shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

12.7 Nothing contained in this Agreement is intended to limit the remedy, if any, of either party against the other party's insurance carrier, to recover damages to property or death or injury to persons caused by a party's negligence.

12.8 The County shall not be liable to District for any incidental or consequential damages related to any claim, lawsuit, or allegation arising under this Contract.

12.9 Notwithstanding the foregoing, County may self-insure, in whole or in part, the insurance requirements described in this Agreement.

13. Force Majeure. Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.

14. Notice. Whenever notice is required or permitted to be given under this Agreement, such notice must be given in writing by personal delivery or mail, at the addresses provided below, unless some other means or method of notice is required by law. Each party will notify the other of any change of address.

IF TO THE DISTRICT:

JACKSON COUNTY LIBRARY DISTRICT
Attn: Library Director
205 S. Central Avenue
Medford, Oregon 97501

IF TO THE COUNTY:

JACKSON COUNTY
Attn: County Administrative Officer
10 S. Oakdale, Room 214
Medford, Oregon 97501

15. Jurisdiction and Venue. This Agreement has been made, and shall be construed, in accordance with the laws of the State of Oregon. The parties agree that in the event any action or suit is filed in regard to enforcement of this Agreement, the same shall be filed or brought in the Circuit Court of Jackson County for the State of Oregon.

16. Amendments. This Agreement may be amended at any time by the mutual written agreement of both the District and the County.

17. Entire Agreement. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. Any prior agreements, promises, negotiations, or representations of or between the parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement, are null and void and of no further force or effect.
18. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.
19. Severability. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
20. Counterparts. This Agreement may be exercised in counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

JACKSON COUNTY LIBRARY DISTRICT

JACKSON COUNTY:

Susan Kiefer, Board President

Danny Jordan, County Administrator

Date: _____

Date: _____

Approved as to legal sufficiency:

District Counsel

County Counsel

Exhibit A

Maintenance Requests

- Points of Contact.
 - The County Maintenance Manager shall be the District's primary point of contact for all needs associated with a request for maintenance. Once a request is assigned to a maintenance worker, the maintenance worker shall become the District's primary point of contact for the specific request.
 - The District shall designate within itself a Facilities Maintenance Liaison who shall be the primary point of contact for all maintenance requests and follow up. Maintenance requests shall be submitted to the County by the Facilities Maintenance Liaison or appropriate designee.

- Request Priority. Maintenance requests received by the County shall be prioritized as follows:
 - Emergency: Emergency requests are those for repairs or maintenance necessary to resolve anything that could cause a fatality, serious physical injury, serious damage to the property, or otherwise pose a serious hazard or risk health and safety, including but not limited to: gas leak, water leak, flood, electrical failure, storm damage, hazardous fumes, dangerous glazing, and major security risks. The County shall immediately assign a maintenance worker to respond to emergency requests.
 - High Priority: Requests for issues which have an immediate impact on the safe, comfortable operations of library services will be handled in a timely manner. For example, extreme hot or cold temperatures which might indicate an issue with the heating and cooling system; and items or situations which, if not addressed quickly, could further damage the item in question or pose a safety hazard. The County shall prioritize these requests by notifying a maintenance worker to respond to this request as soon as practicable after completing his or her current request.
 - Scheduled: All other requests, not deemed emergency or high priority, will be considered requests for work that is planned in advance, normal building maintenance, or staff non-maintenance requests.
 - B-7 Projects. Requests for projects that are requested by the District, occur mid-year (not included in budget documents), and that do not qualify for preventive or corrective maintenance, such as remodels, carpet replacement, new construction, etc. B-7 projects throughout Jackson County are scheduled on a first come first served basis. Depending on schedule, project size, and available resources, not all B-7 projects may be completed in the budget year requested.

- Communication from County. The County shall be responsible for the following with respect to the handling of maintenance requests from the District:
 - Assign maintenance requests, on the date received, to an appropriate maintenance worker;
 - Monitor the progress of maintenance requests and provide additional resources if necessary;
 - Respond promptly to any concerns or questions of the District with respect to maintenance requests;

- Address and take action, when necessary, in response to complaints from the District; and
- Update the District of actual or anticipated work progress or delays.
- Provide a quarterly report to the District, including a high-level summary of tickets opened and closed by branch.
- Maintenance Requests.
 - Scheduled Requests. Maintenance requests must be entered into online work order system which will then be prioritized throughout the County and assigned by the Jackson County Maintenance Manager to a Maintenance Worker.
 - Emergency/High Priority Requests. Emergency, high priority, or after hours requests must be called in and emailed to the office during regular work hours (Monday through Friday 7am-4:30pm) or utilize the after-hours contacts provided.
- Content of Requests. Maintenance requests by the District should include the following information:
 - Clear, accurate and concise information about the requested maintenance;
 - The exact location of the request or issue;
 - Contact information for an onsite contact person; and
 - Any other details that will help Facilities find or more accurately resolve the problem.
- After Hours Emergency Response. After-hours emergency requests are to be called in utilizing the phone list provided to the District for after-hours contacts. Jackson County will respond by phone to the number provided within 30 minutes of receiving notification. Jackson County will assess the situation and respond or make arrangements for qualified persons to respond. If the emergency cannot be rectified immediately it will be left in a safe condition and repaired as soon as possible thereafter.



March 12, 2020

Title: Payroll Contingency Plan Recommendation

From: Finance Committee

Recommendation:

The Finance Committee recommends the Board accept the attached proposal from the Rogue Valley Council of Governments (RVCOG), which will provide the software, office space, and staff support needed to setup and run payroll until the District’s ERP software is ready to use.

If the Board accepts this recommendation, the Finance Committee further asks the Board to authorize the District to contract immediately with RVCOG for the proposed materials and services. Once a contract is in place, the District would get the necessary software installed and start recruiting for a payroll specialist.

Budget Impacts:

The total estimated cost of RVCOG’s attached proposal is \$7,353.84. This includes software, office space, and support from RVCOG’s professional staff. It should be noted that the variable costs could end up being higher if the District requires extra assistance from RVCOG staff. That said, even if the District requires 40 additional hours and actual costs were closer to \$10,000, RVCOG’s proposal would still be the least expensive option.

Policies, Plans, and Goals Supported:

The RVCOG proposal supports the District’s original vision of having an integrated financial, payroll, and personnel management information system. Although employees will need to learn two new electronic timesheet systems instead of just one, employees will be trained and supported throughout the process.

Moreover, among the three options, RVCOG’s proposal best supports the Board’s vision for a seamless transition on July 1, 2020 because it allows the District to continue using its current accounting software, while training the District’s payroll specialist and involving that person in the development and documentation of the District’s payroll processes.

Background and Additional Information:

In January 2020, the Finance Committee recognized the likelihood that the Incode ERP software would not be installed, configured, tested and ready to go live by July 1, 2020. On January 30, 2020, the Finance Committee met to review the project’s contingency plan for such a delay. The contingency plan included three options:

1. Process payroll at RVCOG using their Abila software
2. Have LS&S process payroll in ADP
3. Contract directly with ADP or another payroll provider

The Finance Committee ruled out the third option due to concerns about cost and future system integration. With two options left, Senior Accountant Vicki Robinson was tasked with requesting a proposal from RVCOG, while Library Director Kari May requested a proposal from LS&S. Todd Frager with LS&S sent the attached email with two options for Transition Services: 1) The District could extend the current contract with LS&S for a few months; or 2) The District could have LS&S run the District’s payroll for a few months. Included below is the evaluation tool the Finance Committee used to determine the best option for the District:

Positives

RVCOG OPTION

- JCLD staff would be inputting data and getting the Abila software ready for data transfer once Incode is up and running. This prep time would speed the transition and make it smoother.
- JCLD staff would have a space to work in during the Medford Library renovation.
- The cost would be a lot less, and JCLD staff can be learning the new system while using Abila in the interim.

Negatives

RVCOG

- Employees would have to use a new electronic timesheet system for a few months and then have to learn another new system.

Positives

LS&S OPTIONS

- Option 2 – Assuming LS&S uses ADP, it would be the same system that employees use now. Employees would not have to learn a new electronic timesheet system for a few months and then have to learn another new system.

Negatives

LS&S

- Option 1 – We would continue not to have JCLD employees.
- Option 2 – Between \$6,000 in upfront costs and \$5,000 per payroll, every other week, the costs would add up quickly.

Attachments:

1. RVCOG’s Payroll Contingency Plan Proposal from RVCOG Deputy Director Ann Marie Alfrey
2. LS&S Transition Services Proposal (Options 1 & 2) emailed by LS&S CEO Todd Frager

**Jackson County Library District
Software Delay Contingency Plan - RVCOG Proposal**

	<i>Cost</i>	<i>Quantity</i>	<i>Extended</i>
Expand use of Abila software to include acquired LS&S staff			
<i>(P/R module already in use, use of direct deposit module available)</i>			
HR Module	3,000.00	1	3,000.00
EWS (Electronic timesheets module)	1,750.00	1	1,750.00
Total Software Cost:	4,750.00		4,750.00
 Office space rental - RVCOG, Central Point			
<i>Includes one desk space, phone, computer, and internet access (June - Sept assumed)</i>			
	350.00	4	1,400.00
Total Office Space Cost:	350.00		1,400.00
 RVCOG staff support¹			
Ann Marie Alfrey, Deputy Director			
Payroll module setup - new pay cycle, earnings, benefits, deduction codes	99.52	3	298.56
HR & EWS module setup	99.52	2	199.04
HR data entry of employee info (performed by JCLD staff)	-		-
Hand off existing P/R processing	99.52	2	199.04
Stephanie Thune, HR & P/R Specialist			
Abila module training/resource for questions	48.55	3	145.65
Brian Benton, Technical Services Specialist			
PC and network setup, Abila install, troubleshooting	72.31	5	361.55
			\$ 1,203.84

¹*RVCOG staff support levels dependent on JCLD staffing*

¹*Estimated maximum hours listed*

Total Cost: \$ 7,353.84

RVCOG staff support - loaded rate per hour (subject to change July 1, 2020)

Ann Marie Alfrey, Deputy Director	\$ 99.52
<i>Software setup guidance for new modules/staff, hand-off of existing P/R processing</i>	
Stephanie Thune, HR & PR Specialist	\$ 48.55
<i>Abila HR/EWS/PR training/resource for questions</i>	
Brian Benton, Technical Services Specialist	\$ 72.31
<i>PC and network setup, troubleshooting</i>	

Additional info:

Employee info data export files can be created from Abila to import into JCLD's new software.

An additional desk space/computer can be made available at the same monthly cost upon request.

RVCOG full payroll processing printed instructions are available for review by JCLD staff at no cost

Transition services

From: Todd Frager <Todd.Frager@lsslibraries.com>

To: Kari May <KMay@jcls.org>, Lisa Marston <lmarston@jacksoncountylibrarydistrict.org>

Date: 2/24/2020 3:34 AM

Hi Kari and Lisa,

Option One – Amend the existing contract to extend month to month with a 30 day notice period or you can simply select a new end date at this time. The monthly fee as of July 1 will be \$480,069. This is inclusive of the current fixed and variable contract fees. **Assume \$481k total per month.** Not looking to increase any fees, just capture the current monthly fee as of June.

- In addition, regardless of your decision on collection management, we will process materials for you as purchased with a 5% fee.
- In addition, LS&S will export the monthly financial results to map to your new chart of accounts at no additional fee. If you can think of anything else that might be helpful to you, please do not hesitate to ask.

Option Two – LS&S will process your payroll on ADP effective 7/1/20. The cost is \$6k to set it up and \$5k per payroll. You will be billed The \$6k up front and we will provide the actual payroll register, cash requirements calculation, plus \$5k per payroll. We would simply run the payroll and provide you with the payroll registers, plus the fee. The funds would be wired to us prior to the release of the payroll. If the economics make sense we can get into the weeds on the actual process (terminations, benefit withholdings, PTO accruals) . This assumes no year end tax filings from ADP and you are setting up the tax withholding accounts. We are happy to quote for any of these services. Whatever is helpful to you.

We are here to help and ensure your success. Please send me any questions or comments.

Best,
Todd

From: Kari May <KMay@jcls.org>

Sent: Wednesday, February 19, 2020 5:27 PM

To: Todd Frager <Todd.Frager@lsslibraries.com>

Cc: Jennifer Giltrop <Jennifer.Giltrop@lsslibraries.com>

Subject: Transition services

Todd,

It was great to see you last week. Just to summarize the two options we talked about last week for assistance through our transition period. As it looks unlikely that our new financial system will be up and running on July 1, we need to consider our options for how to provide payroll services, as well as general financial management.

When we spoke last week, you suggested two alternatives that you would provide a quote on. One is to simply extend our existing contract for the months needed. Looking at our current invoices, the monthly amount would be close to the \$447,836 we currently pay, plus any direct billing that occurs. We would need an estimate of that total – for example, the additional staff positions that are paid out of contract.

The second alternative would be to set JCLD up in ADP as a separate client and basically act as our payroll administrator. I believe that this is the option that Lisa and I originally thought would be the option to consider during the additional estimate 2 to 4 months it will take to have our new finance and payroll system in place.

We do need information about both options no later than Friday, Feb. 21.

Thank you,
Kari



Kari May
Library Director
Jackson County Library Services
541.774.6401
kmay@jcls.org

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Attachments:

- image001.png



March 12, 2020

Title: Spending and Signing Authority Policy

From: Policy Committee

Recommendation:

The Policy Committee recommends the Board approve the attached Executive Limitations policy, which authorizes the Library Director to spend District funds and sign District contracts as delineated by the Library Board.

Policies, Plans, and Goals Supported:

Explicitly delegating authority and establishing limitations for the Library Director supports the Board’s fiduciary responsibilities, sets operational boundaries, and allows the Library Director to perform effectively and efficiently as the chief executive officer for the District.

Background and Additional Information:

Typically, a Library District will have “Board-Library Director Linkage” policies, which describe how the Board delegates authority to the Library Director, and “Executive Limitations” policies, which describe the organization’s operational boundaries as set by the Board.

Currently, District policy authorizes the Board President and Board Vice President to sign contracts and agreements binding the District. Nothing in writing formally authorizes the Library Director to spend District funds or sign contracts without Board approval. Yet, a critical part of the transition requires contracting for services like Hoopla and AtoZ databases that were previously contracted through LS&S.

The number of purchase orders and contracts needing to be processed by June 30, 2020 is the reason this policy is being brought to the Board for approval today. Kari May’s employment contract was approved by the Board in January 2020. Therefore, the Policy Committee recommends delegating spending and signing authority to the Library Director now, with the understanding that additional policies like this one will need to be drafted and approved by the Board over the next several months.

Attachments:

1. Executive Limitations – Spending and Signing Authority Policy



Policy 6-1	Spending and Signing Authority	Created: 03/02/2020 Approved:
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I. Purpose

The purpose of this policy is to establish spending and signing authority for the Library Director in order to execute agreements with third parties for and on behalf of the District as delineated by the Library District Board.

II. Spending Authority

With respect to third-party agreements and contracted expenditures, the Library Director will follow Board priorities as outlined in the District’s annual budget. Specifically:

1. The Library Director is hereby authorized to make single purchases for amounts not to exceed \$50,000.
2. The Library Director is hereby authorized to make purchases of multiple items that result in an aggregate cost exceeding \$50,000 insofar as these combined expenditures are specifically budgeted during the annual budget process and as long as the total cost does not exceed the budget allocation. (Examples: book purchases, payroll costs, computers.)
3. The Library Director is hereby authorized to approve purchases, in any amount, that were previously approved by the Board as part of a contract award. (Example: construction costs.)
4. The Library Director is hereby authorized to approve the purchase of emergency services or materials with the caveats that these purchases comply with Oregon Revised Statutes, do not exceed the budgeted allocation for the pertinent expenditure category and that the Board will be informed of the expenditures in a timely manner.

All purchases must comply with the District’s public contracting rules and purchasing procedures.

III. Signing Authority

The District’s Governance Policies state that the Board may delegate authority to the Library Director to enter into contracts or to sign other written instruments and to take financial actions binding on the District. Accordingly, the Board hereby delegates signing authority to the Library Director to sign any contract or agreement that does not specifically require Board action, as outlined in Section II of this Policy.



March 12, 2020

Title: Board Responsibilities Policy

From: Policy Committee

Recommendation:

The Policy Committee recommends the Board approve the attached governance policy, which outlines the core responsibilities of the Board.

Budget Impacts:

N/A

Policies, Plans, and Goals Supported:

Having a policy that clearly defines the core responsibilities of the governing Board helps everyone to understand not only the crucial role the Board plays in setting the direction of the District, but also the commitment required of individual Board members. In addition, by distinguishing the Board's role from the role of the Library Director, this policy illustrates how the delegation of authority from the Board to the Library Director furthers efficiency and efficacy in Library operations, while allowing the Board to focus on its most vital functions—policy making and oversight.

Background and Additional Information:

The attached policy, which is largely modeled after a policy recommended by Special Districts Association of Oregon (SDAO), was first brought to the Board in June 2019, but was tabled because it referenced the Library Director, who had not been hired yet. Now that the Board has approved Kari May's employment contract with the District, this policy is being brought back to the Board for consideration and approval.

Attachments:

1. Governance – Board Responsibilities Policy



Policy 1-4	Board Responsibilities	Created: 02/27/2020 Approved:
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I. Background

Serving as a member of the Jackson County Library District Board of Directors (the “Board”) entails a commitment to being actively involved in setting the direction of the District and, most importantly, serving the best interests of the community and District constituents. Collectively, the Board has the final authority and fiduciary responsibility for the Library and its services. The Board hires the Library Director, provides fiscal oversight, makes and approves District policies, sets the mission and direction of the District, establishes strategic goals and objectives, advocates for the District, and is directly accountable to the public. As a governing body, the Board must uphold the public’s trust in the District to ensure that the Library is well run, meets the needs of the members of the community, responds to a changing environment, and safeguards the right of every citizen in the community to receive equitable and unfettered access to excellent library services and collections.

II. Board Member Job Description

The core responsibilities of Board members are few in number but broad in scope. They are:

- Select and hire a qualified Library Director;
- Secure adequate funding for the Library’s service program;
- Exercise fiduciary responsibility for the use of public and private funds;
- Adopt policies and rules regarding Library governance and use;
- Regularly plan and evaluate the Library’s service program;
- Promote the Library in the local community and in society in general;
- Conduct the business of the Library in an open and ethical manner in compliance with all applicable laws and regulations.

Everything the Library District Board does either falls within one of these duties or is done in support of them. A Board member makes a personal commitment to contribute the time and energy to carry out these duties faithfully. Although the Board is legally responsible for all aspects of the District, it is unreasonable to expect a Board member or the whole Board to be expert on every activity or concern that affects the Library District. Sometimes the most important thing a Board can do is acknowledge that it does not have enough information or resources, and ask for help. It is also important to remember that the Board’s authority, while broad, is a collective authority. Board members must work cooperatively with other members

of the Board; no individual Board member can speak or act for the full Board unless specifically empowered to do so.

III. Board Responsibilities

1. Communications.

a. Board responsibilities include the following:

- Develop regular channels of communication with Board members and the Library Director.
- Develop procedures for bringing staff opinions and recommendations to the Board, as well as Board opinions and decisions to the staff.
- Invite non-Board members, other local governments, and groups to Board or committee meetings or other types of Board sponsored assemblies to explore and develop approaches to common concerns.
- Recognize that certain information obtained at Board meetings may be non-public and confidential, making disclosure a breach of trust.
- Respect the opinion of other members and accept the principle of majority rule in Board decisions.

2. Financial.

a. Board responsibilities include the following:

- Arrange for deposit and disbursement of tax funds, grant monies, and donations.
- Establish a Budget Committee.
- Approve the annual budget, and assess, levy, and collect property taxes (including setting the tax rate within the limits approved by the electors).
- Monitor District finances and the budget, setting policy or taking action to ensure the fiscal integrity of the organization.

3. Policies, Objectives, and Plans.

a. Board responsibilities include the following:

- Abide by and become familiar with all laws and policies governing the operation of the District.
- Approve the annual strategic plan or plan of operations.
- Approve policies for the organization.

- Recognize that the Library Director should have full administrative authority for properly discharging the duties of managing the operation within the limits of the established Board policy. The Board's basic function is policy making – not administrative.
- Develop and approve long-range plan of growth and development for the District.
- Approve specific important projects.
- Approve any significant departure from established plans or policy.
- Receive and pass on committee or other planning body recommendations.
- Ensure that program objectives are assigned to the proper planning or implementing subgroups.
- Where applicable, bring other local governments or community groups into the planning and decision-making process.
- Approve contracts binding the District.
- Approve major changes in the District's organization or structure.
- Approve Board plans of action.
- Take action as necessary for operation of the District by passing District motions and resolutions.

4. Management.

a. Board responsibilities include the following:

- Select the District president and other officers.
- Hire the Library Director.
- Define the duties and responsibilities for the Board president, officers, Library Director, and major committee chairpersons.
- Select legal counsel and consultants for the Board.
- Approve contracts for professional services required by and for the Board.
- Authorize officers or Board agents to enter into contracts or to sign other written instruments and to take financial actions.
- Approve the plan, form, and amount of management compensation, that is, salaries, bonuses, vacation, travel, and so on.
- Evaluate the performance of the Library Director annually.
- Approve the form and amount of reimbursement for Board members.
- Approve programs for management development.

- Provide advice and consultation to management on matters within the purview of the Board's responsibilities.

5. Employee Relations.

a. Board responsibilities include the following:

- Approve any employee benefit plans.
- Insist that personnel complaints go through a proper chain of command. If not resolved, only then should the Board get involved.
- Not allow personnel problems, other than problems with the Library Director, to be brought into Board considerations.

6. Control.

a. Board responsibilities include the following:

- Identify types of information needed by the Board to analyze effectively the District's directions and achievements. Create a process for collecting and analyzing information.
- Realize that the citizens within the boundaries of the District are the true "owners" of the District.
- Review and assess the organization's performance against objectives, resources, plans, policies, and services rendered.
- Analyze major "shortfalls" in achievement.
- Identify obstacles, sense changing needs, and propose new directions or goals.
- Ensure that the District is in compliance with all federal, state, and local laws.

7. Board of Directors.

a. Board responsibilities include the following:

- Strive to attend all meetings and come prepared to participate in discussion of topics on the agenda.
- Motivate Board members to accept positions of leadership and responsibility.
- Define powers and responsibilities of committees of the Board.
- Appoint, change, or abolish committees of the Board.
- Not allow individual Board members to make commitments on any matter that should come before the Board as a whole.

- Recognize that an individual Board member has no legal status to act for the entire Board.
- Realize that if a quorum of the Board meets to make a decision or to deliberate, then the meeting is considered a public meeting and must comply with all of the requirements of the Oregon Public Meetings Laws.
- Know that discussions on matters of overall policy outside of regular Board meetings can violate the open meetings law.

8. Public Accountability.

a. Board responsibilities include the following:

- Submit annual financial reports to the Secretary of State Audits Division.
- Keep the public informed on all District matters.
- Make decisions based on the wishes and needs of the public.
- Spend the District's money with prudence and trust.
- Place the needs of the public above the ambitions of the Board or the District.