



**JACKSON COUNTY LIBRARY DISTRICT (JCLD)**  
Dial 1-669-900-6833 to attend by phone.  
Enter Meeting ID (access code): 965 9527 6734  
Or, click the link below to attend using Zoom:  
<https://zoom.us/j/96595276734>  
March 11, 2021, at 4:00 p.m.

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## **BOARD OF DIRECTORS MEETING AGENDA**

### **CALL TO ORDER/ROLL CALL**

### **INTRODUCTIONS / PROCLAMATIONS**

National Library Week – April 4-11, 2021

### **CONSENT AGENDA (Action)**

1. February 11, 2021 Regular Board Meeting Minutes ..... 1
2. RCC IGA for new ILS..... 4

**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)**

3. Library Director– Kari May..... 11
4. Southern Oregon Historical Society Quarterly/Annual Report – Kira Lesley ..... 17

### **NEW BUSINESS (Inform/Discuss/Action)**

5. Presentation of Hulburt Check – Linda S. Thomas-Bush, U.S. Bank
6. Review Process for Library Director – Brynn Fogerty ..... 23
7. Award of Contract: E-Rate – Kari May.....25
8. Board Committee Charters and Work Plans – Kari May..... 45

### **UNFINISHED BUSINESS (Inform/Discuss/Action)**

9. JCLS/JCLF MOU – Kari May ..... 61

### **COMMITTEE AND BOARD MEMBER REPORTS (Inform)**

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### **FUTURE MEETINGS/EVENTS/OBSERVANCES:**

April 4-11, 2021 – National Library Week  
April 8, 2021 – Board Regular Meeting  
April 20-23, 2021 – OLA Virtual Conference

*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.jcls.org](http://www.jcls.org). If you have further questions or would like to be added to the email notification list, please contact Executive Assistant, Daisy Fields, at 541-774-6406 or [dfields@jcls.org](mailto:dfields@jcls.org).*

*If a physical accommodation is needed to participate in a Jackson County Library District meeting, please contact Daisy Fields at 541-774-6406. Notification of at least 48 hours prior to the meeting, preferably in writing, will assist us in providing reasonable accommodation.*



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## MINUTES

### ATTENDEES

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

Additional attendees: Kari May (Library Director), Claudine Taillac (Assistant Director, Public Services), Lisa Marston (Assistant Director, Administrative Services), Christopher Davis (Assistant Director, Support Services), Brynn Fogerty (HR Manager), Ryan Bradley (Marketing Coordinator), Kristin Anderson (Bear Creek Area Manager, Ashland Branch Manager), Crystal Zastera (Operations Coordinator), Carrie Turney Ross (Adult Services Coordinator), Vicki Robinson (Senior Accountant), Elisabeth Campbell (Payroll & Accounting), Carolyn Ryder (Isler Medford, LLC), Jacquelyn Bunick (Legal Counsel), Jewell Stone (Isler Medford, LLC), and Daisy Fields (Executive Assistant), .

### CALL TO ORDER/ROLL CALL

President Shaw called the meeting to order at 4:04 p.m. Mrs. Fields took the roll call.

### INTRODUCTIONS / PROCLAMATIONS

Ms. May introduced Christopher Davis, Assistant Director of Support Services. Mr. Davis hails from Utah and brings years of experience to JCLD, most recently as a Systems and Electronic Services Librarian at Uintah County Library. Mr. Davis is looking forward to have his family join him in southern Oregon; they will be relocating to the area in March.

### CONSENT AGENDA

The Jackson County Library District Quarterly Financial Report and Approval of Library Director's job description were removed from the consent agenda for discussion later in the meeting.

**MOTION:** Vice President Dziura moved to approve the remaining items on the consent agenda, including the January 14, 2021 Regular Board Meeting Minutes and Resolution 2021-05 Authorizing an Extension of Paid Administrative Leave under the Families First Coronavirus Response Act. President Shaw seconded the motion. The motion was approved unanimously.

### Annual Financial Audit Report Year Ended June 30, 2020

Carolyn Ryder, Isler Medford, LLC presented the Audited Annual Financial Report for the year ended June 30, 2020.

**MOTION:** Director Turner moved to accept the Audit Report. Director Kiefer seconded the motion. Discussion followed; motion was approved unanimously.

### ORAL REQUESTS AND COMMUNICATIONS FROM AUDIENCE

None.

## **REPORTS**

### **Library Director's Report**

Ms. May introduced Kristin Anderson, chairperson of the Equity, Diversity, and Inclusion Committee. Ms. Anderson presented an overview of the ways that the ED&I Committee has worked to support the statements made in JCLS's Stand Against Systemic Injustice. Ms. May was asked to testify on the value of the Ready to Read Grant Program to the Oregon State Subcommittee that oversees the State Library's budget and recommend the program be fully funded for the next fiscal year. Due to the length of the meeting, Ms. May was unable to give her oral testimony but has submitted it in writing. The Strategic Roadmap has been presented to all staff at the regional meetings, and staff input on how these objectives can be achieved to help the plan be successful. The Foundation Director position has been posted and several applications have already been received. The MOU outlining the relationship between JCLD and the Foundation is being reviewed by legal counsel before presentation to the Board. Vice President Dziura remarked favorably about the report of the Social Worker, Mehmood Madha, and the benefits his work will bring to the Library and its patrons. Mr. Madha will be presenting at the March board meeting. Director Turner asked where staff are on the prioritization list for COVID vaccines, and what the plans are to re-open the libraries. Ms. May explained that the library is following State guidelines and will evaluate changes as they become available, keeping staff and patron safety at the forefront of any decisions. The Rogue Reads program will wrap up near the end of February with a virtual Author Talk on Sunday, February 21 with featured author Jacqueline Woodson.

### **Quarterly Statistical Report (October 1, 2020 – December 31, 2020)**

Ms. May reported that there was a change in reporting periods (Q1 & Q2 2021) compared to the benchmark of Q4 2020 (first months of partial closures) to more accurately reflect positive and negative growth due to the pandemic. She also noted that the statistics of database usage have always fluctuated based on programs offered and staff training, which explains the increases in specific database use. The Data/Metrics Committee will meet to discuss proposed changes to the format to help create a more clear, relevant, and useful tool moving forward.

## **NEW BUSINESS**

### **Budget Committee Member Appointment**

Vice President Dziura noted that there were six very qualified candidates that applied for the open position on the JCLD Budget Committee. The screening committee recommended that the Jackson County Library District Board of Directors appoint David Mathieu to the Budget Committee for a term of three years commencing January 1, 2021 through December 31, 2023.

**MOTION:** Vice President Dziura moved to approve the recommendation. Director Kiefer seconded the motion. The motion was approved unanimously.

### **Budget Calendar Approval**

**MOTION:** Director Turner moved to approve the JCLD Budget Calendar for 2021-2022 and to appoint Lisa Marston as Budget Officer. Director Kiefer seconded the motion. There was no discussion; the motion was approved unanimously.

## **COMMITTEE AND BOARD MEMBER REPORTS**

### **Facilities Committee**

The Facilities Committee met on Friday, January 29, 2021. The committee reviewed the Charter and Work Plan for 2021-2022. Vice President Dziura reported that Phases I and II for the Medford Renovation are largely completed and the space plan for Phase III is well under way. Due to time constraints, the Facilities Master Plan will be carried over into next year. The contract renewal and budget with Jackson County for Facility Maintenance was discussed. The Ashland remodel engineering contract through Jackson County with ORW will need to be extended and amended to add architectural and engineering fees, which will add approximately \$23,000 to the original project cost estimates.

### **FUTURE MEETINGS/EVENTS/OBSERVANCES**

The next regular Board meeting will be held on Zoom, Thursday, April 8, 2021 from 4-6pm.

### **ADJOURN**

President Shaw adjourned the Regular Board Meeting at 5:45 p.m.

/s/ Daisy Fields

Recording Secretary



March 11, 2021

**Title:** Intergovernmental Agreement for Integrated Library System

**From:** Kari May, Library Director

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**Recommendation:**

The Library Director recommends the Board approve the attached Intergovernmental Agreement (IGA) between Jackson County Library District (JCLD) and Rogue Community College (RCC) for the Integrated Library System (ILS) implementation with Bywater Solutions for the Koha platform.

**Budget Impacts:**

JCLD will invoice RCC for their portion of the costs for the ILS migration and ongoing maintenance. The migration costs for RCC is \$4,926, and ongoing costs are \$2,246 annually. The term of this IGA is five (5) years.

**Policies, Plans, and Goals Supported:**

This IGA supports the ongoing partnership between RCC and JCLD for reciprocal borrowing for all students enrolled at RCC and residents of Jackson County to utilize the services offered at the three (3) RCC campus libraries and the fifteen (15) branches at JCLD.

**Background and Additional Information:**

JCLD and RCC entered into an IGA for shared ILS services in 2015. Last Fall, JCLD issued an RFP for the ILS, and RCC signified their intention to continue to share an ILS with JCLD. Koha, hosted by Bywater Solutions, was awarded the contract. This IGA memorializes the responsibilities of both libraries with regard to the ILS.

**Attachments:**

- Intergovernmental Agreement (IGA) between JCLD RCC for the ILS

**INTERGOVERNMENTAL AGREEMENT  
SHARED INTEGRATED LIBRARY SYSTEM**

This agreement is entered into between Jackson County Library District, hereafter called "District", and Rogue Community College, hereafter called "RCC", and shall become effective on April 19, 2021.

**WITNESSETH:**

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

WHEREAS District began providing library services, including network services, beginning July 1, 2015;

WHEREAS District and RCC entered into an Intergovernmental Agreement on July 1, 2015 to allow the parties to share an Integrated Library System (ILS) that utilized a Polaris computer platform and database;

WHEREAS on August 1, 2020, District issued a Request for Proposals for ILS services and awarded a contract to ByWater Solutions, LLC, for the installation, implementation, and support of the Koha Integrated Library System ("Koha") and Aspen Discovery System ("Aspen");

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

WHEREAS District and RCC wish to share the Integrated Library System (ILS) utilizing the Koha computer platform and database hosted by Bywater Solutions and wish to continue the collaborative relationship heretofore enjoyed between District and RCC;

To ensure harmonious operations, District and RCC agree to the following:

**SECTION 1. RESPONSIBILITIES OF DISTRICT:**

- A. District will make the ILS available for use to RCC during RCC's hours of operation and make the online catalog accessible through the Internet at all hours, except during scheduled periods of system maintenance, or downtime resulting from unanticipated failures in hardware, software, or telecommunications.
- B. District will provide central site hardware, software, and telecommunications sufficient to maintain services and response times at current levels, and to support future vendor upgrades.
- C. District will provide cloud-based access to the hosted solution.
- D. District will ensure that regular maintenance functions for the system are carried out, including daily backups and timely system upgrades.

## **SECTION 2. RESPONSIBILITIES OF RCC:**

- A. RCC will pay District as follows:
  - a. The sum of \$4,296 for costs related to the migration to the new ILS, as invoiced April 19, 2021.
  - b. The sum of \$2,246 for services rendered for the period of April 19, 2021, through April 18, 2022; shall be invoiced June 2021.
  - c. The sum of \$2,246 for services rendered and invoiced each year for the next 4 (four) years, through April 18, 2026.
  - d. Any software development requests from RCC shall be negotiated directly with Bywater Solutions, at the hourly development rate of \$180.00.
- B. RCC shall designate an ILS representative and an alternate, who shall communicate with the ILS staff concerning system reports, troubleshooting, and other routine maintenance issues, as well as system coordination and planning.
- C. RCC will provide telecommunication connections between the RCC campuses and the ILS.
- D. The purchase, maintenance and replacement of work stations and peripheral equipment such as barcode reader/scanners and printers at RCC locations shall be the responsibility of RCC.

## **SECTION 3. RESPONSIBILITIES OF BOTH LIBRARIES:**

- A. Each library must conform to the policies, procedures, protocols, and guidelines in this agreement and those mutually established in the future by District and RCC.
- B. Each library shall keep and observe the rules and policies stated in the vendor contract for the operation of the ILS, attached to this IGA as Exhibit A.
- C. Neither library shall alter the ILS database or any part thereof, nor use the database in any manner except as authorized by this agreement.
- D. Each library will provide adequate, ongoing training for staff members.
- E. Each library will protect the integrity of the database by inputting, maintaining and sharing bibliographic and item records following standardized rules established by District and RCC for uniform data entry, which reflect current cataloging standards, including MARC21, RDA, JCRI , LCNA and LCSH standards.
- F. The libraries shall jointly maintain an integrated patron file, which shall be equally accessible to the libraries, and which shall conform to uniform data entry protocols as agreed upon by both libraries. Each library must connect to the ILS using only equipment obtained through authorized vendors.
- G. Each library must maintain frequent, ongoing communication with the other library and must communicate in writing when changes in internal policies and procedures may impact the operation of the ILS or other library operations.
- H. Both libraries will participate in review of system wide rules and will participate in system planning.

- I. Each library agrees to keep such records as may be required, such as, but not limited to, fees collected for replacement of materials or collections accounts.
- J. Scheduling of predictable downtime will be established by consensus between District and RCC. The ILS administrative and network staff shall coordinate with both libraries for scheduling anticipated periods of regular maintenance so as to minimize disruption of library operations.

#### **SECTION 4. RECIPROCAL BORROWING:**

- A. **Borrowing Privileges:** Each library will loan library materials to holders of valid RCC library cards and valid District library cards who are in good standing. "In good standing" is defined as owing less than \$25 (twenty-five dollars) in combined fees and fines; having no "long-overdue" materials; and having no flags or blocks in the patron account due to failure to comply with policies. Patrons in good standing may borrow library materials in person from any branch of the other library or by placing holds in the ILS to be shipped by courier.
- B. **Materials that may be Borrowed:** A patron may borrow any regular circulating material. Note: RCC Reserve Room materials are not considered regular circulating material, and are not available to all patrons.
- C. **Lost or Damaged Materials:** Lost or damaged materials are the responsibility of the owner of the card which was used to check out the materials. A cardholder accepts financial responsibility for any and all materials checked out to his/her/their patron account.
- D. **Policies:** The library where the lending occurs will determine specific patron privileges in accordance with this agreement. The policies of the library which checks out the material, not the owning library, will govern loan policies for materials checked out at that library. These may include, but are not limited to, circulation periods, renewals, and fines. Transactions arising from lost or damaged materials are excepted; in those cases, the policies of the owning library pertain.
- E. **Access to Databases:** A patron who obtains borrowing privileges at the other library under this agreement will not necessarily be granted access to subscription databases, due to licensing constraints. Access to subscription databases will be determined by authorized library staff.
- F. **Return of Materials:** Materials may be returned to any District or RCC library, where it will be checked in during the next operating day of that branch, and will be sent back to the branch assigned within the ILS by courier. In the event that lost or damaged materials are returned to a branch that is not the owning library, it is agreed that the owning library will determine any fees, fines, or other charges related to the return of those materials.
- G. **Termination of Agreement:** Reciprocal borrowing may be discontinued by either party by giving the other library 30 days written notice, and is automatically terminated in the event that either library ceases to lend materials.

#### **SECTION 5. STANDARDS, PROTOCOLS AND RULES:**

District and RCC acknowledge that it will be necessary to make joint policy decisions as to the services to be provided, the hours and methods of operation, changes to the database, upgrade dates, and other similar matters that affect system wide operations. To that end, District and RCC shall each designate a



representative and an alternate, who shall communicate with each other to reach consensus concerning ILS operations, rules and policies, including, but not limited to:

- A. Cataloging: the extent and nature of the information to be included in the centralized catalog of materials and protocols for data entry.
- B. Circulation: the operation of the ILS; protocols for the input and deletion of information into and from the database; interlibrary loan procedures and responsibilities.
- C. Personnel training standards that ensure that all persons using the ILS are competent, adequately trained, and up to date.
- D. Security regulations and policies for access to and security of the catalog; standards of confidentiality.
- E. Statistical data maintenance.
- F. Cooperative endeavors including Reference and Collection Development.
- G. Technology standards and upgrades.
- H. Materials delivery procedures and schedules.

#### **SECTION 6. INDEPENDENT CONTRACTOR**

District is and shall be deemed an independent contractor in connection with the services provided 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 District is not an agent or employee of RCC with respect to any acts and omissions hereunder.

#### **SECTION 7. MUTUAL INDEMNIFICATION**

To the extent permitted by Article 11, Section 10 of the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, RCC shall defend, save, hold harmless, and indemnify District, and its elected officials, officers, employees, agents, and volunteers from all 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 RCC or its elected officials, officers, employees, agents, volunteers, guests, or customers arising out of or in connection with this agreement.

To the extent permitted by Article 11, Section 10 of the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, District shall defend, save, hold harmless, and indemnify RCC, and its elected officials, officers, employees, agents, and volunteers from all 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 District or its elected officials, officers, employees, agents, volunteers, guests, or customers arising out of or in connection with this agreement.

## **SECTION 8. RENEWAL AND TERMINATION**

This agreement shall automatically renew annually until April 18, 2026, unless terminated or renewed prior to that date.

Termination for 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 60 days, the breaching party shall have a reasonable amount of time to cure.

Termination for Convenience: Either party may terminate this agreement for any reason by giving the other party 90 days written notice.

## **SECTION 9. EVENTS BEYOND CONTROL OF THE PARTIES**

Any prevention, delay, or stoppage of performance of either party's obligations hereunder due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental controls, governmental regulations, enemy or hostile government action, civil commotion, fire or other casualty, or any other causes beyond the reasonable control of the parties, shall not be deemed to be a breach of this Agreement or a violation or failure to perform any covenants hereof, and affected party shall have a reasonable time after cessation of any of such causes within which to render performance delayed thereby.

The parties agree that the effective date of this Intergovernmental Agreement shall be April 19, 2021.

**JACKSON COUNTY LIBRARY DISTRICT**

By \_\_\_\_\_

Name: Catherine M. Shaw

Title: Board President

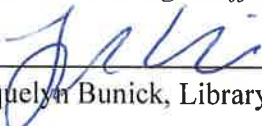
**ROGUE COMMUNITY COLLEGE DISTRICT**

By \_\_\_\_\_

Name: Curtis Sommerfeld

Title: Vice President of College Services

*Approved as to legal sufficiency:*

  
\_\_\_\_\_  
Jacquelyn Bunick, Library District Counsel



## Director's Report February 2021

### Library Administration

#### *COVID-19 Response Update*

Libraries remain at Stage 4, Enhanced Front Door Services. Marketing recently updated a press release to remind the community what services the library offers, even when patrons cannot browse the collections. Such services include virtual assistance via email or phone to answer questions, assistance with research or book recommendations, and the Digital Services Team help with tech questions by phone, email, or Zoom appointments. The Library also offers recorded storytimes on the YouTube Channel, and virtual programs for all ages that are presented live and available on the YouTube Channel for on-demand viewing. Patrons can also download digital content, including books, audiobooks, magazines, and streaming video. Staff is busy meeting community needs within these service restrictions. Medford and Ashland are preparing to expand hours of service this month.

On February 26, the Governor's Office lowered Jackson County's risk level from Extreme to High, which prompted a discussion about when the library might return to Stage 5 library service. The decision was made to remain at the current service level for now, and continue to closely monitor the trends in positive cases in Jackson County, as well as the roll out of the vaccine. Staff shared concerns about moving to a new stage of library services and then potentially having to revert back a level if the County returns to the extreme risk category.

Governor Brown, in a press conference on February 26, announced the final timeline for additional vaccine eligibility. Frontline library staff are now included in Phase 1B Group 7, and they will be eligible to receive a vaccine by May 1. Frontline library staff with underlying health conditions, age 45-65, will be eligible by March 29.

### Jackson County Library Foundation

Recruitment for a new Executive Director for the Foundation is underway. The position announcement closed on February 19. The Hiring Committee, which includes representatives from the Foundation Board as well as Library staff, has selected candidates for the first round of interviews. The Committee is impressed with the quality of the candidate pool.

### Business Administration

February was a busy month for the Human Resources department, with three key milestones reached. First, the position of Staff Development Coordinator was filled internally by Loren Clupny, who is assessing JCLS' professional development needs, setting up a training calendar, and scheduling training. Second, the Library's first round of 1095 forms were issued to staff thanks to a joint effort by Human Resources and Finance. Third, *JCLS Staff Connect*, a new employee wellness program developed by HR

Manager Brynn Fogerty, was launched. As Ms. Fogerty describes it, “*Staff Connect* is a virtual space made available weekly for JCLS Staff Members to enter and talk about struggles and their mental health, connect with coworkers, find a smile, and learn about self-care. Everyone is welcome. This is a peer support space; there is no judgment and no pressure to talk.”

Staff moved in to the new business office space in Medford this month. Mid-march is the latest estimate for when the final light fixtures will be installed in the new Board conference room adjacent to the business office. Two other Facilities projects are nearing the end of the design stage: (1) Phase 3 of the Medford Remodel, which involves the reference area and public spaces on the second floor, and (2) Phase 1 of the Ashland Remodel, which involves the staff areas and meeting rooms on the lower level. For the Phase 3 Medford project, the final design meeting with SERA was held on March 2. Next steps involve pricing, purchasing, and installing the fixtures and furnishings recommended by SERA in their final design plans.

In Finance, the final components of the new financial system, Tyler Incode 10, have been implemented. The final modules include Purchasing and Fixed Assets, as well as Position Budgeting. Training on new purchasing processes comes next.

### **Rogue Reads**

February was the final month of the inaugural Rogue Reads program. JCLS provided twenty-three unique programs, including Take & Makes, book discussions, and virtual events, from December 2020 - February 2021, that centered on themes in the four Rogue Reads selections (*Red at the Bone*, *If You Come Softly*, *Brown Girl Dreaming*, and *The Day You Begin*) by bestselling author Jacqueline Woodson. Six hundred and forty-seven patrons of all ages participated in these programs. In addition to program participation, the selected titles were checked out more than five hundred times in print, audio, and digital formats.

While the programs took place over the three-month period, several programs of note occurred in February as part of Black History Month celebrations. Business Librarian Elanna Erhardt and Adult Services Librarian Kayla Samnath facilitated the program “Tulsa Race Massacre: Historical Through-Line.” This program featured Hannibal B. Johnson, historian and author of *Black Wall Street 100: An American City Grapples with its Historical Racial Trauma*. Thirty-seven patrons attended this Zoom webinar and had the opportunity to ask Mr. Johnson questions about this traumatic moment in Tulsa’s history. The characters in Ms. Woodson’s book *Red at the Bone* were decedents of survivors of the Tulsa Race Massacre. The lack of common knowledge of what took place there inspired this in-depth discussion. When asked what they learned in the post-program survey, one patron said, “I learned about the Tulsa Race Massacre. It made me wish I had learned about it in high school history class.” Those who registered for the program were given a copy of Mr. Johnson’s book.

Library Specialist Brianna Levesque and Adult Services Librarian Ethan Craft presented “Prince, Louis Armstrong, and Wu-Tang Clan: A *Red at the Bone* Playlist Discussion.” Mr. Craft and Ms. Levesque began with a crash course of the three musicians, talking about their achievements, inspirations, who they inspired, as well as historical information related to the book. Participants were able to discuss the impact and meaning of the music included in the book. The following music list was shared with patrons featuring some of the artists mentioned in the books:

<https://jcls.bibliocommons.com/list/share/1250495497/1835271589>

The Teen librarian's February Rogue Reads event was a book discussion of Woodson's novel *If You Come Softly*, and the teens had a lot to say. All of them genuinely liked the book and were surprised that it was written twenty-three years ago. They also were pleased to learn that the book has a sequel, *Behind You*.

The culminating event for Rogue Reads featured author Jaqueline Woodson, who joined JCLS staff and patrons virtually on February 21 to discuss her books as well as her experience as an author over the last 30 years. Ms. Woodson spoke to over one hundred and sixty participants, spending the first half in free-flowing thought based on questions given to her the week before the program, and the second half answering questions from Adult Services Coordinator Carrie Turney Ross and the audience. Patrons submitted far more questions than there was time to answer, leading to great insights from Ms. Woodson on certain aspects of the selected titles as well her own personal writing style. When asked what she thought about JCLS celebrating her books for the first Rogue Reads, Ms. Woodson said that this kind of program is exactly why she writes: to bring communities together through literature. She uses "mirrors" to show some readers stories of people who look like them, "windows" to show some readers what life is like for people who do not look like them, and "sliding glass doors" as an entryway between the worlds.

Several participants emailed Ms. Turney Ross to express their thanks for providing this author talk. One mother's email said:

"Thank you so much for hosting the Rogue Reads Author Talk with Jacqueline Woodson! My son, Max and I were super excited to be able to attend! He loves the library and books in general, and Ms. Woodward is one of Max's favorite authors. We both learned last night that Ms. Woodward had difficulty reading when she was growing up. He turned to me, and said, "Mama, she reads slowly, just like me!" He has an IEP in Literacy. He works very hard and keeps a positive attitude and doesn't let his disability hold him back. He is encouraged by his wonderful and caring teachers to persevere, just like Ms. Woodward. His dream is to become an elementary school librarian. We were both so proud, and humbled that Max's question was asked on line, and actually answered by Ms. Woodward on Zoom!"

## **Branches**

February is the month for love, and the branches celebrated that in a myriad of ways. In Medford Circulation, it was a "patron appreciation" month. Every day, at least one patron expressed their delight and gratitude that the library is offering services, while keeping everyone distanced and safe. Butte Falls Branch Manager LeeAnna Pierce spent considerable time helping a patron with his Oregon Health Plan application. The Butte Falls Library and community lost a very dear patron and friend, Yvonne Witte, in February. Ms. Witte was the library custodian and talented groundskeeper who beautifully maintained the library's impressive rose garden, and the community is taking up a collection to have an inscribed memorial stone placed in the garden.

In Shady Cove, staff observed Valentine's Day by providing a "Blind Date with a Book" for their adult patrons. Books were wrapped in plain paper and tagged with a brief description. This program proved to be very popular, with 42 patrons participating.

Central Point Associate Dayna Kestel designed and orchestrated a February Take & Make: Origami Heart Bookmarks. The library gave away over 40 kits. Because the kit was easily compiled, more were made

for the demand, including a request that came in from a homeschool group and a grandmother wanting one for each of her five grandchildren.

Ms. Turney Ross, with the assistance of Education Services Specialist Jamaica Davis, worked with the National Honor Society Coordinator for South Medford High School to put together “Valentines for Seniors.” The NHS students created over 150 valentines for the At Home Services patrons. Library Specialist Kateri Warnick and Ms. Turney Ross sorted and sent the valentines the week before Valentine’s Day. One patron called to say this was the only Valentine she received this year, and “it made my whole year.”



Central Point Library employees continue to help patrons with computer and internet needs. One patron who came in frequently during the summer months to job search succeeded in finding a job thanks to computer help from library employees. Unfortunately, she was laid off and is now in search of work again. She comes in daily to use the computer to apply for jobs. A patron experiencing houselessness lost his identification, and Central Point staff were able to direct him to the correct websites to apply for a new ID card. Branch Manager Marne Kapule was proud to see the Central Point team treat this patron with the dignity and respect each patron deserves. A seventeen-year-old patron received Central Point’s first minor access library card. Library Associate Vicki Swart taught him how to use the catalog to put books on hold, and his mother has since signed him up for a full access card.

To allow for browsing while patrons wait to check out holds at the Medford Library, Children’s Librarian Wally Clark, Teen Librarian Andrea Leone, Library Associate Laurel Bucher, and Adult Services Librarian Danielle Ellis filled the five display cases in the hallway waiting area with new items from the collection so patrons can browse and check out items they are interested in.

Patrons who perhaps never would have met each other are now bonding over their shared reading and viewing interests at the Phoenix Library while waiting in line with each other or interacting with staff. Enhanced Front Door Service has created an unexpected result of facilitating new friendships, with Friends of the Medford Library Board members even noting that they have had the opportunity to meet new people while waiting in line for holds.

Ashland Teen Librarian Jacqueline Keating helped an elderly patron who does not have wifi at home make an appointment to renew her license through the DMV website; the patron mentioned more than once how great it was that the library was offering computer service so she could get the help she needed.

JCLS began working with AARP Tax Aide to provide free tax help at the Ashland and Talent Branches. This year, AARP is using an adaptive model to provide this service while ensuring COVID safety. The service began in Ashland in mid-February, and more than 100 people have received AARP Tax Aide. Staff explain the program and hand out packets of tax forms and information to patrons so they can participate in the program. As they do every year, library staff also make tax forms available to the public, including printing special forms upon request. A woman who lost her 2019 tax return in the Alameda Fire was very appreciative when Talent Library Branch Manager Patrick Mathewes and Library Associate Rebecca Coulter assisted her with getting a free transcript of her return from the IRS.

Mr. Mathewes has done a major overhaul of the adult nonfiction section in preparation for when patrons will again be able to browse in the library. When patrons return, they will find an updated and less crowded nonfiction collection. The graphic novel and new book sections have been enlarged to provide room for more selection and front-facing display space.

Rogue River continues to serve a lot of people who are looking for work and have challenges either with computer skills or access. One patron reported, after some sessions on library computers applying for jobs, that she was getting “lots of responses” from potential employers. Two men with no familiarity with computers were able to submit applications for work at Harry & David. Another patron returned several times to complete an exam needed for work certification. Another patron was able to use the library’s scanner to send materials to a judge for an upcoming court case. Without this library service, he would have needed to spend a considerable amount of money on copies and shipping. Utilizing the computer at the library allowed him to access the same service for free.

JCLS continues its partnership with WorkSource Rogue Valley, providing a space for the organization to serve its clients through career testing. Each Thursday, WorkSource Rogue Valley’s Business and Employment Specialist Heather Roarty and their clients meet in Medford’s Large Meeting Room, where clients can take their tests under Ms. Roarty’s supervision. In February, twenty-four people were able to take these tests.

Ruch Branch Manager Thalia Truesdell continues to attend meetings for a community group that is looking for affordable ways to provide internet access to this rural area. Service provider Starlink, which is based on satellite, has been introduced to reach even the most remote areas without additional infrastructure costs. However, the set up and monthly charges are beyond the reach of many local people. The community is looking into the possibility of getting grant money to defray the costs. The Ruch Library currently serves as a collection site for surveys on local people’s internet access.

## **Marketing**

The new JCLS website is well into its development phase. The second [Monthly Reads Round-Up](#) video proved to be an even bigger success than the first, and within a week was already the second-most viewed video on the JCLS YouTube channel in the last twelve months. Equally exciting was the reveal of the first wrapped courier van. A brief reveal video was shared to mark the occasion and the online response was glowing.

JCLS will engage and delight young patrons with a new series of animated shorts titled *Lost in a Book*, created and produced by JCLS with animator Nick Canton. Episodes of the six-part series run around three minutes and tell the story of two kids, Daisy and Zak, who, while visiting the library, are sucked



into a book, and transported into the story they were reading. Together with a cast of quirky supporting characters, the kids make their way through the book to get home. A [teaser trailer](#) has been posted to the Library's YouTube channel.



*The Library's courier van received a face lift*

Press release: Jacqueline Woodson Event: <http://bit.ly/2NOQiDM>

Press release: Windows in Time: <http://bit.ly/3e0s8AD>

Press release: February Events Calendar: <http://bit.ly/3b7P671>

### **Support Services**

The Integrated Library System (ILS) migration from Polaris and Bibliocommons to Koha and Aspen Discovery is going well. Staff training will take place over the next month in preparation for the April 19 launch date.



## SOHS 2021 Annual Narrative Report

By Kira Lesley

SOHS Research library closed to the public in March 2020. Prior to that time, our research request requests were on track to be roughly the same as the first quarter of 2019. In the second quarter, research requests of all kinds dropped off precipitously. We opened for limited hours during July 2020 and remained open limited hours until November, when Jackson County was placed on the “Extreme Risk” list.

During our time closed to the public, archivist Kira Lesley continued to field research requests by phone, email, and letter. Our research requests using these means began to increase mid-year, and email requests were actually higher by the end of 2020 than they had been during the same period of 2019.

Following are a few of the highlights of what SOHS staff and volunteers have been working on during the past year:

### **Digital Exhibits/Online Presence**

Staff and volunteers have been working to increase SOHS’s online presence by using Facebook more frequently and keeping an active Instagram account featuring historic photos and collection items. Our Instagram following is small but steadily increasing, and has provided an opportunity to connect with local organizations and businesses who now follow us, such as Rogue Valley Creamery.

### **Grant-funded Glass Plate Negative Digitization Project**

Work is underway in digitizing the Sawyer’s glass plate negative collection, featuring nature scenes and portraits from the American West in 1920s-30s. After extensive research and collaboration with former SOHS photographer Doug Smith, the archivist chose to use a DSLR camera and light box set up, rather than a flatbed scanner. All plates have been indexed by volunteer Ben Truwe, and a student intern from SOU has just begun the process of digitizing. Work will be completed and available to view online by June 30<sup>th</sup>.

### **Archival Cataloging**

Our limited open hours have given the archivist and the collections assistant time to make progress on the backlog of archival items waiting to be catalogued and processed. The archivist deals with materials that stay in the research library (photos, books, papers, manuscripts, diaries, etc.) and the collections assistant deals with objects that are transferred to our storage facility.

## **Museum Planning**

SOHS has done a great deal of preliminary work on a four-part preview exhibit, and intends to launch the exhibit in November. We are currently negotiating the services of a feasibility consultant to help work on funding and operations issues, as well as use of space. The exhibit will be located in the main hall of the building and will feature the following themes (exact wording tbd): 1. Honoring First Responders 2. Native Americans and the Rogue Valley 3. Dorland Robinson artwork 4. Rarities from the Collection.

## **Partnerships and Education**

SOHS staff have continued to explore relationships with community partners. The archivist was pleased to work with Elanna Erhardt, Carrie Tannehill and Kayla Samnath on a Rogue Reads presentation in February. Collections Assistant Anna Sloan is teaching an OLLI course, which has pulled in multiple speakers from SOHS. In addition, SOHS is exploring a collaboration with Medford Arts Commission to determine a mutually beneficial use of the downtown building space.

SOHS RESEARCH LIBRARY ANNUAL REPORT 2020

	On-site Research Visits			Online Requests	E-MAILS	PHONE	LETTERS	Visitors, no research
	SOHS members	Jackson County residents	Others					
<b>1st Quarter</b>	<b>51</b>	<b>88</b>	<b>17</b>	<b>7</b>	<b>79</b>	<b>80</b>	<b>2</b>	<b>86</b>
January	28	35	1	20	30	27	0	20
February	19	44	0	3	15	33	1	23
March	4	9	0	1	34	20	1	11
<b>2nd Quarter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>30</b>	<b>14</b>	<b>8</b>	<b>0</b>
April	0	0	0	2	8	4	2	0
May	0	0	0	4	13	3	3	0
June	0	0	0	6	9	7	3	0
<b>3rd Quarter</b>	<b>26</b>	<b>22</b>	<b>1</b>	<b>6</b>	<b>60</b>	<b>61</b>	<b>8</b>	<b>6</b>
July	12	7	0	0	10	24	2	0
August	8	7	0	3	20	23	3	4
September	6	8	1	3	30	14	3	2
<b>4th Quarter</b>	<b>25</b>	<b>14</b>	<b>2</b>	<b>17</b>	<b>62</b>	<b>60</b>	<b>7</b>	<b>0</b>
October	19	11	2	10	34	37	3	0
November	6	3	0	5	20	18	2	0
December	0	0	0	2	8	5	2	0
<b>Annual</b>	<b>102</b>	<b>124</b>	<b>20</b>	<b>42</b>	<b>231</b>	<b>215</b>	<b>25</b>	<b>92</b>

sohs.org

	Unique Visitors	Number of visits	Pages	Hits	Bandwidth
Jan-20	13,797	29,759	279,394	413,211	15.15 GB
Feb-20	16,541	47,085	188,729	314,724	12.65 GB
Mar-20	8,066	19,232	291,533	405,153	18.08 GB
Apr-20	3,918	26,844	280,014	424,288	17.32 GB
May-20	4,710	23,124	192,414	333,484	14.03 GB
Jun-20	3,577	7,993	142,316	274,397	15.77 GB
Jul-20	3,536	9,070	131,185	258,308	13.63 GB
Aug-20	3,988	8,954	224,034	369,998	14.96 GB
Sep-20	4,070	8,811	139,972	288,507	16.56 GB
Oct-20	4,348	10,044	266,203	420,514	16.83 GB
Nov-20	4,640	10,600	420,520	526,382	29.98 GB
Dec-20	7,100	15,802	308,217	442,710	23.57 GB
<b>Total</b>	<b>78,291</b>	<b>217,318</b>	<b>2,864,531</b>	<b>4,471,676</b>	<b>208.53 GB</b>

SOHS RESEARCH LIBRARY ANNUAL REPORT 2020

Markers	Unique visitors	Number of visits	Pages	Hits	Bandwidth MB
Jan-20	0	0	0	0	0
Feb-20	0	0	0	0	0
Mar-20	0	0	0	0	0
Apr-20	0	0	0	0	0
May-20	0	0	0	0	0
Jun-20	0	0	0	0	0
Jul-20	0	0	0	0	0
Aug-20	0	0	0	0	0
Sep-20	3	3	94	182	5.84
Oct-20	2	2	16	96	37.63
Nov-20	11	17	71	109	47.60
Dec-20	5	12	16	35	19.44
<b>Total</b>	<b>21</b>	<b>34</b>	<b>197</b>	<b>422</b>	<b>110.51 MB</b>

truwe.sohs.org	Unique visitors	Number of visits	Pages	Hits	Bandwidth
Jan-20	1,318	1,610	1,721	2,372	704.54 MB
Feb-20	1,554	1,836	1,919	3,235	1.09 GB
Mar-20	650	2,390	5,174	6,741	1.75 GB
Apr-20	184	940	1,321	3,081	1.08 GB
May-20	265	564	1,761	5,182	1.97 GB
Jun-20	225	471	680	2,842	1.32 GB
Jul-20	269	342	482	2,979	1.37 GB
Aug-20	288	330	634	2,920	1.18 GB
Sep-20	248	295	519	2,954	1.25 GB
Oct-20	213	308	489	2,488	1.25 GB
Nov-20	262	418	637	3,020	1.23 GB
Dec-20	219	308	499	2,394	858.36 MB
<b>Total</b>	<b>5,695</b>	<b>9,812</b>	<b>15,836</b>	<b>40,208</b>	<b>15.02 GB</b>

SOHS Research Library Annual Statistics 2019

<b>On-site Research Visits</b>									
	SOHS members	Jackson County residents	Others	Online Requests	E-MAILS	PHONE	LETTERS	Visitors, no research	Total interactions
<b>1st Quarter</b>	51	108	17	8	72	118	6	86	466
January	13	30	6	3	39	29	1	22	
February	17	34	3	1	19	39	2	20	
March	21	44	8	4	14	50	3	44	
<b>2nd Quarter</b>	47	100	26	11	37	88	1	85	395
April	26	39	4	7	7	29	1	29	
May	13	36	9	3	15	23	0	25	
June	8	25	13	1	15	36	0	31	
<b>3rd Quarter</b>	51	64	17	3	43	101	1	109	389
July	17	25	3	2	18	29	1	35	
August	14	16	6	1	10	32		28	
September	20	23	8		15	40		46	
<b>4th Quarter</b>	31	99	4	2	48	74	2	63	323
October	12	32	2		17	28		13	
November	6	28	2	1	22	13	1	22	
December	13	39		1	9	33	1	28	
<b>Annual</b>	<b>180</b>	<b>371</b>	<b>64</b>	<b>24</b>	<b>200</b>	<b>381</b>	<b>10</b>	<b>343</b>	<b>1573</b>

Month	Unique visitors	Number of visits	Pages	Hits
19-Jan	3,535	9,033	142,436	252,699
19-Feb	3,789	8,228	109,333	213,235
19-Mar	3,925	8,204	142,599	276,838
19-Apr	4,265	8,760	158,915	303,560
19-May	3,860	8,223	121,137	254,577
19-Jun	3,199	7,009	123,900	240,939
19-Jul	3,873	8,037	116,039	243,457
<b>19-Aug</b>	3,754	7,893	246,794	404,379
19-Sep	3,823	7,881	195,825	348,242
19-Oct	4,228	7,815	218,092	393,534
19-Nov	6,034	9,843	300,503	416,750
19-Dec	10,673	25,705	342,882	471,126
<b>Total</b>	<b>54,958</b>	<b>116,631</b>	<b>2,218,455</b>	<b>3,819,336</b>

SOHS RESEARCH LIBRARY ANNUAL REPORT 2020

Truwe.sohs.org

Month	Unique visitors	Number of visits	Pages	Hits
Jan-19	1,779	4,355	15,665	26,123
Feb-19	1,645	4,081	13,406	25,588
Mar-19	1,868	4,529	14,316	29,761
Apr-19	2,085	4,813	12,419	26,666
May-19	1,972	4,853	15,501	27,351
Jun-19	1,949	4,491	11,336	22,853
Jul-19	2,325	5,297	12,352	24,283
<b>Aug-19</b>	2220	5396	14236	27168
Sep-19	2102	5373	16283	29011
Oct-19	2269	4502	14272	28302
Nov-19	2790	4915	20891	32111
Dec-19	2705	5539	19473	35430
<b>Total</b>	<b>25,709</b>	<b>58,144</b>	<b>180,150</b>	<b>334,647</b>

**2020      2019      2018**

Total interactions	851	1573	1296
SOHS member research visits	102	180	145
Jackson Co. research visits	125	371	277
Others—research	20	64	54
Online requests	42	24	19
Emails	231	200	219
Phone	215	381	221
Letters	25	10	3
Visitors, no research	92	343	358



March 11, 2021

**Title:** Library Director Performance Evaluation Process

**From:** Brynn Fogerty, HR Manager

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**Recommendation:**

The HR Manager recommends the Board approve the Performance Evaluation process as outlined for the position of Library Director and appoint the Executive Committee to work with the HR Manager to perform the evaluation.

**Budget Impacts:**

n/a

**Policies, Plans, and Goals Supported:**

Performance evaluations are one of the most important communication tools that an organization can use. It is a time to provide feedback, recognize quality performance, discuss areas of improvement, and set expectations about future job performance.

All staff in the organization will receive a performance evaluation. One might argue that an effective and meaningful evaluation is most important for the position of Library Director, as the Director is responsible for the overall success of the organization.

The Board has asked the HR Manager to conduct a performance evaluation for the position of Library Director. The process for all employees has been developed, discussed with the Administration Team and is now ready to be put into place.

The process for evaluating the Director will include a self-evaluation, a standard evaluation form that will be completed by each Board member and collated by the HR Manager, and a 360 review that will be completed by the Library Director's direct reports, Library Board Directors, and other individuals who work closely with the Library Director. The HR Manager will summarize the collected information and collate a final evaluation for the Performance Review Committee to utilize when conducting the evaluation meeting with the Library Director.

**Attachments:**

- JCLS Library Director Performance Evaluation Process



# JCLS Library Director Performance Evaluation Process

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March 11<sup>th</sup>, 2021

**Title:** Approval of E-Rate Contract for Library Internet Services, and Replacement Switches

**From:** Kari May, Library Director

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**Recommendation:**

Director May recommends that the JCLD board approve the contract with Hunter Communications for wide area network/local area network (WAN/LAN) internet services, with increased bandwidth to all locations, and to replace existing network switches.

**Budget Impacts:**

In FY21, WAN services were budgeted at \$26,575.20 (\$132,876 before 80% discount). The new contract will cost \$47,155.20 (\$236,616.00 before discount) in FY22, which is an increase of \$20,580. The increased amount will be included in the proposed FY22 budget. Additionally, new equipment to replace existing network switches will cost \$11,677.20 (\$58,386.00 before discount). This one-time expense will pay for an upgrade of the WAN network switches at all branches.

**Policies, Plans, and Goals Supported:**

JCLS' mission describes connecting people to each other, information, and ideas and encouraging innovation and collaboration. To this end, increasing WAN bandwidth and upgrading aging switches eliminates bottlenecks in the library's internet connections and provides stability and scalability for the future. This solution also supports the Strategic Roadmap objective to help bridge the digital divide by providing access to computers and internet connectivity at the Library.

**Background and Additional Information:**

The process for procuring WAN/LAN internet service and switch upgrades through E-rate was initiated in November 2020 by Cindy Cabral, from Tech ED Services, the District's E-rate consultant. Director May, Assistant Director of Administrative Services Lisa Marston, and IT Manager Ron Sharp met with Ms. Cabral to discuss possible eligible projects. In December, Ms. Marston and Mr. Sharp began working on the specifications for the request for proposal (RFP). The RFP was posted on January 11<sup>th</sup>, 2021 and closed on February 9<sup>th</sup>. The evaluation team, which included Ms. May, Ms. Marston, Mr. Sharp, and Network Administrator Mike White (Library IT), reviewed and scored the two bids received and determined that Hunter

Communication best met the criteria of the RFP and recommends awarding the contract to them.

The Medford internet connection, which services the outgoing internet for all the locations, will be increased from 1Gbps to 10Gbps, and the branches will be increased from 500Mbps to 5Gbps each. These are E-rate-eligible expenses with 80% discounts.

Internet connection speeds in houses across the Rogue Valley are growing rapidly. 100Mbps is now the norm in many parts of the County, and it is now possible to have 1Gbps (10 times faster) connections in residential properties. In addition, electronic media producers are distributing content (videos, photographs, games, web applications, video chats) which is growing greater and greater in size proportional to the growth of this internet bandwidth. This means that the library's WAN connections are clogged with these larger files being transmitted through them. The Digital Divide is also growing because the prices for these faster WAN connections is not going down. In summary, the three problems being addressed include the following: 1) library's WAN connection which is no faster than residential connections, 2) more content to transmit across it, and 3) community members who cannot afford faster internet connections. Increased bandwidth will position the libraries to meet future demands on the library's infrastructure.

Ms. Cabral advised that upgrading the existing network switches was eligible for E-rate reimbursement as a Category 2 expense.

The E-rate program is a federal program funded by the Federal Communications Commission to aid in the appropriation of telecommunication services and equipment for school and library systems. The discount ranges from 20% to 90%, and is calculated by the percentage of students eligible for the National School Lunch Program in the school district where the main branch or administrative offices are located (Medford School District).

**Attachments:**

- Notice of Intent to Award
- Hunter Communications contract and Service Agreement



February 19, 2021

## **Notice of Apparent Best Value Proposer and Intent to Award Contract**

**RE: Request for Proposals #400-0209-21 for E-Rate Eligible Services, Issued January 11, 2021**

- Solution A: Internet Access with Managed Firewall
- Solution B: Wide Area Networking
- Solution C: LAN Switch Refresh
- Solution D: Managed Internal Broadband Services (MIBS) & Basic Maintenance of Internal Connections (BMIC)

This letter is to notify all Proposers and interested parties that, upon approval by the Board, the District intends to award a contract for Solutions A-D listed above to the apparent Best Value proposer:

- Hunter Communications & Technologies LLC

Hunter was selected as the apparent Best Value proposer following evaluation, scoring, and ranking of the proposals received. Hunter was the only firm to submit proposals for Solution A and Solution B; two firms submitted proposals for Solution C and Solution D.

If the Board accepts the recommendation of the Selection Committee, and negotiations with Hunter are successful, the District intends to award an initial three-year contract to Hunter with voluntary one-year contract extensions for up to two additional years.

We greatly appreciate your interest in doing business with the Jackson County Library District. Proposal evaluation summaries from the four-person Evaluation Committee for Solution C and Solution D are attached.

Sincerely,

A handwritten signature in blue ink that reads "Lisa Marston". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Lisa Marston  
Assistant Director, Administrative Services  
Jackson County Library District

Enclosure: Attachment 1



## Attachment 1: Proposal Evaluation Summaries

### Solution C: LAN Switch Refresh

	<b>Ednetics</b>	<b>Hunter</b>
Evaluator #1	67	96
Evaluator #2	33	90
Evaluator #3	60	100
Evaluator #4	73	95
<b>Total →</b>	<b>233</b>	<b>381</b>
<b>Final Ranking</b>	<b>2</b>	<b>1</b>

### Solution D: Managed Internal Broadband Services (MIBS) and Basic Maintenance of Internal Connections (BMIC)

	<b>Ednetics</b>	<b>Hunter</b>
Evaluator #1	72	96
Evaluator #2	23	85
Evaluator #3	65	100
Evaluator #4	81	98
<b>Total →</b>	<b>241</b>	<b>379</b>
<b>Final Ranking</b>	<b>2</b>	<b>1</b>

# JACKSON COUNTY LIBRARY DISTRICT CONTRACT FOR GOODS & SERVICES

BASED UPON the proposal submitted in response to the Request for Proposals (RFP) for E-rate Services, as issued by the JACKSON COUNTY LIBRARY DISTRICT, a library district organized under Chapters 198 and 357, hereinafter called "District", and Hunter Communications & Technologies LLC, hereinafter called "Contractor" hereby enter into a contract for the purchase of goods and services in accordance with the specifications and proposal provided.

## 1. CONTRACTOR'S INFORMATION

NAME: Hunter Communications & Technologies LLC

ADDRESS: 801 Enterprise Dr, Central Point, OR 97502

CITIZENSHIP: United States

Non-resident alien:  Yes  No

Federal Tax ID Number: 93-1144131

(Contractor must provide Federal TID number)

Oregon Business License # CLE# 15-237CLE

This information herein will be reported to the Internal Revenue Services (IRS) under the name and taxpayer ID number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31% backup withholding.

## 2. DESCRIPTION OF CONTRACTOR'S SERVICES AND DELIVERY SCHEDULE

- Exhibit A – Service Order:** Hunter Agreement Number JAC030321D-V.0 dated 3/3/2021
- Exhibit B – Scope of Services:** Contractor's Proposal dated 2/8/2021

## 3. COMPENSATION

- a. Compensation. Contractor shall provide materials and services stated in the pricing and discount schedules as show in Contractor's Service Order, Exhibit A. District will pay for materials and services upon delivery and acceptance, if satisfied, in District's sole discretion.
- b. Invoices. Payments shall be based upon Contractor's invoices submitted to District, detailing the order's fees and costs, as specified in Exhibits A and B. Billings shall be sent to Jackson County Library District, Attention: Accounts Payable, 205 South Central Avenue, Medford, OR 97501.
- c. Payments.
  - i. District will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice, materials or services. If there are no such disputes, District shall pay the invoice amount in full within thirty (30) days of invoice date.
  - ii. If District fails to make any payment due Contractor for materials and services within thirty (30) days of the date on Contractor's invoice, late fees will be added to amounts due

Contractor at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

#### **4. EFFECTIVE DATE AND DURATION**

This Contract shall become effective on July 1, 2021. Unless earlier terminated or extended, this contract shall expire on June 30, 2024 or when Contractor's completed performance has been accepted by District, **whichever event occurs first**. However, such expiration shall not extinguish or prejudice District's right to enforce this contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor's performance that has not been cured. At the District's discretion, this contract may be extended with voluntary 1-year contract extensions up to two additional years, starting on July 1 and ending on June 30 of each funding year for recurring services.

#### **5. CONTRACT DOCUMENTS**

This contract between the parties consists of this Contract for Goods and Services, Hunter Agreement Number JAC030321D-V.0 dated 3/3/2021 (**Exhibit A**); Hunter Proposal dated 2/8/2021 and submitted in response to JCLD RFP 400-0209-21 (**Exhibit B**); and Oregon Public Contracting Requirements for Goods and Services contracts (**Exhibit C**), which contain all the terms and conditions of the contract. In the case of a conflict, terms of this Contract shall prevail, followed by Exhibit C, then Exhibits A and B, in that order. Note that Exhibit B is incorporated herein by reference.

#### **6. AMENDMENTS**

The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

#### **7. INDEPENDENT CONTRACTOR; RESPONSIBILITY FOR TAXES AND WITHHOLDING; RETIREMENT SYSTEM STATUS**

- a. Contractor shall perform the work required by this contract as an independent contractor. Although the District reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the District cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.
- b. The Contractor represents and warrants that Contractor (i) is not an employee of Jackson County Library District (ii) is not currently employed by the Federal Government, and (iii) meets the specific independent contractor standards of ORS 670.600, as certified below in paragraph 25.
- c. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract and, unless Contractor is subject to backup withholding, District will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this contract, except as a self-employed individual.

#### **8. SUBCONTRACTS AND ASSIGNMENT**

Contractor shall not enter into any subcontracts for any of the Work required by this Contract or assign or transfer any of its interest in this Contract without District's prior written consent. Any proposed use of a subcontractor which is located outside the United States or use of subcontract labor or facilities located outside the United States must be called to the specific attention of District. District's consent

to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

## 9. SUCCESSORS AND ASSIGNS

Neither party shall subcontract, assign or transfer its interest in this Contract without the express written consent of the other party, and such consent shall not be unreasonably withheld. In addition to any other provisions, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound to the same provisions herein as if the subcontractor were the Contractor.

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. Consent of District given to a subcontractor does not relieve the Contractor of any obligations and responsibilities under this Contract, including Contractor's responsibility for any goods and services to be provided by any subcontractor.

## 10. NO THIRD-PARTY BENEFICIARIES

District and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

## 11. FUNDS AVAILABLE AND AUTHORIZED

District has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the District's fiscal year budget. Contractor understands and agrees that 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 District, in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event the District has insufficient appropriations, limitations or other expenditure authority, District may terminate this contract without penalty or liability to the District, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.

## 12. TERMINATION

- a. Mutual Consent or No Cause. This contract may be terminated at any time by mutual consent of both parties or upon 30 days' written notice by either party.
- b. For Cause. District may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Contractor, or at such later date as may be established by 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 contract or are no longer eligible for the funding proposed for payments authorized by this contract; or
  - iii. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.
- c. For Default or Breach.
  - i. Either District or Contractor may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or



within such other period as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.

- ii. Time is of the essence for Contractor's performance of each and every obligation and duty under this contract. District, by written notice to Contractor of default or breach, may at any time terminate the whole or any part of this contract if Contractor fails to provide services called for by this contract within the time specified herein or in any extension thereof.
- iii. The rights and remedies of District provided in this subsection c are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- d. Obligation/Liability of Parties. Termination or modification of this contract pursuant to subsections a, b or c 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 Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by District in the notice of termination. Further, upon termination and District's request, Contractor shall deliver to District all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. District shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.

### **13. REMEDIES**

As required by ORS 279B.060(2)(h), the District must specify the consequences of the Contractor's failure to perform the scope of work or to meet the performance standards established by this Contract. Those consequences may include, but are not limited to:

- a. Reduction or withholding of payment under this Contract;
- b. JCLD's right to require Contractor to perform, at the Contractor's expense, any additional work necessary to perform the scope of work or to meet the performance standards established by this Contract; and
- c. District's rights, which District may assert individually or in combination, to declare a default of the resulting Contract, to terminate the Contract, and to seek damages and other relief available under the Contract or applicable law.

### **14. RECORDS MAINTENANCE; ACCESS; OWNERSHIP OF WORK PRODUCT; LICENSE**

- a. Records Maintenance; Access. Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles, and federal circulars (as applicable). In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that 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 Contractor that are pertinent to this contract for the purpose of performing examinations and audits, and making excerpts and transcripts. Contractor further acknowledges records generated as a result of this Contract may be subject to disclosure pursuant to the Oregon Public Records Act.
- b. Ownership of Work Product; License. All work products of the Contractor that result from this contract ("the work products") are the exclusive property of the District. In addition, if any of the work products contain intellectual property of the Contractor that is or could be

protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants District a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so, all such work products, including but not limited to any information, designs, plans or works provided or delivered to the District or produced by the Contractor under this contract.

#### **15. COMPLIANCE WITH APPLICABLE LAW**

Contractor shall comply with all federal, state and local laws and ordinances as applicable to the work under this contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor 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. Owner's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS Chapter 279A, B, and C, which are incorporated by reference herein.

#### **16. FOREIGN CONTRACTOR**

If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this contract.

#### **17. GOVERNING LAW; JURISDICTION; VENUE**

This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the District (and/or any other entity or department of the State of Oregon) and the Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Contractor, by the signature herein of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts. In no event shall this section be construed as a waiver by District of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

#### **18. WARRANTY**

Contractor's warranty is as stated within Exhibit B. Contractor further warrants that all materials and services provided under this Agreement shall be fit for the purpose(s) for which intended, for merchantability, that material and equipment shall be properly packaged, that proper instructions and warnings shall be supplied, and that the Project shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by District shall not alter or affect the obligations of Contractor or the rights of District.

## 19. INDEMNITY; INSURANCE

- a. Indemnity. Insurance provided by contractor will be primary and non-contributory over any other insurance provided to the Additional Insured. Contractor shall defend, save, hold harmless, and indemnify Jackson County Library District and its elected officials, officers, agents, contractors, employees, and volunteers from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.
- b. Insurance. Contractor shall at its own expense provide the following insurance:
  - i. **Worker's Compensation** insurance in compliance with ORS 656.017.
  - ii. **General Liability** insurance including Products & Completed Operations coverage with a combined single limit, or the equivalent, of not less than \$5,000,000. It shall include contractual liability coverage for the indemnity provided under this contract.
  - iii. **Network Security and Privacy Liability** coverage in an amount not less than \$2,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, in an amount not less than \$2,000,000 and payable whether incurred by District or Contractor including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for JCLD or on behalf of JCLD hereunder. The policy shall include coverage for third party claims. The policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of three years thereafter for services completed during the term of the agreement.
  - iv. **Technology Errors & Omissions Insurance** coverage in an amount not less than \$2,000,000 per claim and annual aggregate, covering any and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.
- c. Notice of cancellation or change. 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 Contractor or its insurer(s) to the District.
- d. Certificates of Insurance. As evidence of the insurance coverage required by this contract, the Contractor shall furnish acceptable insurance certificates prior to commencing work under this contract.
- e. Additional Insured. Contractor shall name Jackson County Library District, and its elected officials, officers, agents, employees, and volunteers as Additional Insureds on all insurance policies required herein, except Worker's Compensation, but only with respect to Contractor's services to be provided under this Contract. 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 Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**20. FORCE MAJEURE**

Neither District nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, District's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

**21. SEVERABILITY**

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

**22. WAIVER**

The failure of District to enforce any provision of this contract shall not constitute a waiver by District of that or any other provision.

**23. EXECUTION AND COUNTERPARTS**

This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**24. PRIOR APPROVAL REQUIRED**

Approval by the Jackson County Library District's Board of Directors is required before any work may begin under this contract.

**25. NOTICE**

Notices required by this contract must be given in writing by personal delivery or mail at the following addresses unless some other means or method of notice is required by law:

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

Hunter Communications & Technologies LLC  
801 Enterprise Drive  
Central Point, OR 97502

Each party will notify the other of any change of address.

**26. MERGER CLAUSE**

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS

CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**27. CERTIFICATIONS/REPRESENTATIONS:**

Contractor, under penalty of perjury, certifies that (a) the number shown on this form is its correct taxpayer ID (or is waiting for the number to be issued to it) and (b) Contractor is not subject to backup withholding because (i) it is exempt from backup withholding or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to District that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) the work under the Contract shall be performed in accordance with the highest professional standards, and (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent contractor as defined in the contract documents, and has checked four or more of the following criteria:

- (1) I carry out the labor or services at a location separate from my residence or in a specific portion of my residence, set aside as the location of the business.
- (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- (3) Telephone listing is used for the business separate from the personal residence listing.
- (4) Labor or services are performed only pursuant to written contracts.
- (5) Labor or services are performed for two or more different persons within a period of one year.
- (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

---

Contractor

(Date)

**IN WITNESS WHEREOF, THE PARTIES OR THEIR DULY AUTHORIZED REPRESENTATIVES HAVE SIGNED THIS CONTRACT:**

HUNTER COMMUNICATIONS & TECHNOLOGIES LLC

\_\_\_\_\_  
Contractor (Date)

Title: \_\_\_\_\_

JACKSON COUNTY LIBRARY DISTRICT

\_\_\_\_\_  
Board President (Date)

*Approved as to legal sufficiency:*

\_\_\_\_\_  
Jacquelyn Bunick (Date)



Order Creation Date

3/3/2021

**SPIN # 143009331      470-Form #: 210013057      Service Order (SO)**

<b>Order Details</b>			
Agreement Number	JAC030321D-V.0		
Account Manager	Michelle Anderson	541-414-1446	manderson@hunterfiber.com
Networking	Hunter NOC	541-414-1407	noc@ticketing.hunterfiber.com

<b>Customer Billing Information</b>			
	Billing Account # (BAN)	493	
	Billing Address	205 S Central Ave	
	City, State, Zip	Medford, OR 97501	
Account Name	Jackson County Library District		
Primary Contact	Lisa Marston 541-774-6508 lmarston@jcls.org		
Technical Contact	Ron Sharp 541-774-6555 rsharp@jcls.org		
Billing Contact	Lisa Marston 541-774-6508 lmarston@jcls.org		
	<b>NRC*</b>	<b>MRC</b>	<b>Term**</b>
Data Services	\$58,386.00	\$19,718.00	7/1/2021 - 6/30/2024
<i>Pricing subject to taxes and fees, as applicable.</i>			

\*Renewal – No NRC

\*\*Renewal term shall commence on the first of the month on the next billing cycle. In the event that Customer's current term is not fulfilled upon acceptance of this Service Order, renewal term shall commence on the first of the month following the expiration of Customer's existing term. Discount is subject to change with any service modifications requested by Customer that result in a lower MRC than originally detailed herein.

Changes to data service features (i.e. QinQ, static IP's, etc.) may be done via a Change Order form; changes to data service require a new mutually agreed upon SO or change order addendum.

<b>Service Information</b>			
5Gbps Standard Dedicated Internet x (14), 10Gbps Dedicated Internet Access x (1), Wide Area Network (WAN), QinQ (x2), Firewall Services & Switch upgrade.		Bandwidth	10Gbps x (1) 5Gbps x (14)
		DHCP/Static IP	Static IP
<b>Product</b>			
<b>ALOC</b>		<b>ZLOC</b>	
Site/Branch Name	See Exhibit A for Details	Site/Branch Name	See Exhibit A for Details
Service Address		Service Address	
City, State, Zip		City, State, Zip	
Residence		Residence	

Customer Initials \_\_\_\_\_ Date \_\_\_\_\_ Hunter Initials SA Date 3/3/2021

Order Creation Date

3/3/2021



Description	Service Notes/Special Terms
<p><b>Customer to receive:</b> JCLD - Managed IT Services - \$448.00                      JCLD - Medford Branch - Ethernet Transport Service 10Gbps w/ Static IPs - \$2470.00                      JCLD - Applegate Branch - Ethernet Transport Services 5Gbps \$1200.00                      JCLD - Ashland Branch - Ethernet Transport Services 5Gbps \$1200.00                      JCLD - Butte Falls Branch - Ethernet Transport Services 5Gbps \$1200.00                      JCLD - Central Point Branch - Ethernet Transport Services 5Gbps \$1200.00                      JCLD - Eagle Point Branch - Ethernet Transport Services 5Gbps \$1200.00                      JCLD - Gold Hill Branch - Ethernet Transport Services 5Gbps \$1200.00                      JCLD - Jacksonville Branch - Ethernet Transport Services 5Gbps \$1200.00                      JCLD - Phoenix Branch - Ethernet Transport Services 5Gbps \$1200.00                      JCLD - Prospect Branch - Ethernet Transport Services 5Gbps \$1200.00                      JCLD - Rogue River Branch - Ethernet Transport Services 5Gbps \$1200.00                      JCLD - Ruch Branch - Ethernet Transport Services 5Gbps \$1200.00                      JCLD - Shady Cove Branch - Ethernet Transport Services 5Gbps \$1200.00                      JCLD - Talent Branch - Ethernet Transport Services 5Gbps \$1200.00                      JCLD - White City Branch - Ethernet Transport Services 5Gbps \$1200.00  <b>**Please see Exhibit A for pricing and details to each location along with Switch Upgrade Pricing.</b></p>	<p><b>470-Form #: 210013057 Applicant Form ID: JCLD FY2021 470 C1 and C2 Funding Year: 2021. 36 Month term w/ two 1 year extensions. Please find attached Exhibit A with Category 2 services listed along with Category 1. All pricing will be detailed on the Exhibit A. NRC on SO reflects the upgrade of switches at all Libraries. Customer has 80% Discount per E-Rate funds. Total NRC for Switch Upgrade \$58,386.00 with 80% discount, savings of (-\$46,708.80) making total NRC for switch upgrade \$11,677.20. Total cost for Fiber Services \$19,270.00 with 80% discount with E-rate savings of (-\$15,416.00) with customer responsible for \$3,854.00 per month. Managed Firewall Services \$448.00 with 80% Discount savings of (-\$358.40) with customer responsible for \$89.60 per month.</b></p>

**Order Acceptance**

On behalf of Hunter Communications ("Hunter"), the undersigned authorized Hunter representative hereby submits the above services proposal to Customer. The offer becomes effective when accepted, signed, and returned to the undersigned by Customer. The undersigned hereby binds Hunter Communications to the terms and conditions herein and in the cross referenced MSA and AUP but shall not be held personally liable for any terms or conditions presented. The term of this Agreement will begin upon service activation unless otherwise indicated herein. This Service Order is valid for 30 days from the date of issue ("Expiration Date") and if it is not accepted and made effective by Customer prior to Expiration Date, all pricing, dates, and terms are subject to change.

**Hunter  
Communications**

Name: Sam Ackley  
 Title: COO  
 Date: 3/3/2021

DocuSigned by:  
 Signature: Sam Ackley

I, the undersigned Customer, have read, understand, accept, and agree to the terms of this Service Order. This Service Order is subject to the Hunter Master Services Agreements (MSA's) and the Hunter Acceptable Use Policy (AUP), available upon request and posted to the Hunter web site (www.hunterfiber.com). Additionally, I understand that all changes to this Service Order must be in writing. Any changes to this Service Order may result in a revised installation date and additional charges may be imposed. The above rates do not include any taxes, fees, or surcharges applicable to the service.

[Hunter Master Service Agreements \(MSA's\)](#)  
[Hunter Acceptable Use Policy \(AUP\)](#)

**Jackson County Library  
District**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_



**Jackson County Library District**

**Pricing Sheet for 470-Form #: 210013057**

Exhibit A to SO: JACo30321D-V.o

Date: 3.02.2021

<b>JACKSON COUNTY LIBRARY DISTRICT - 493</b>	Managed
MANAGED IT SERVICE - MONTHLY FIREWALL	<b>\$448.00</b>

	Fiber Services				Switches	
<b>JCLD - MEDFORD BRANCH - 6693</b>	<b>10GB DIA</b>	<b>Hunter Demarc Switch</b>	<b>Customer CPE</b>	<b># Requested</b>	<b>CPE Est. Cost</b>	<b>Total</b>
ETS 10GB	\$2,400.00	EX2300-C-12T	EX3400-48P	9	\$2,934.00	\$26,406.00
IP ADDRESS	\$70.00					
<b>Total:</b>	<b>\$2,470.00</b>					<b>Total: \$26,406.00</b>

	5GB ETS	Hunter Demarc Switch	Customer CPE	# Requested	CPE Est. Cost	Total
<b>JCLD - APPEGATE BRANCH - 6694</b>						
ETHERNET TRANSPORT SERVICE 5GB	\$1,200.00	EX2300-C-12T	EX2300-48P	1	\$1,620.00	\$1,620.00
<b>Total:</b>	<b>\$1,200.00</b>					<b>Total: \$1,620.00</b>

	5GB ETS	Hunter Demarc Switch	Customer CPE	# Requested	CPE Est. Cost	Total
<b>JCLD - ASHLAND BRANCH - 6695</b>						
ETHERNET TRANSPORT SERVICE 5GB	\$1,200.00	EX2300-C-12T	EX2300-48P	3	\$1,620.00	\$4,860.00
<b>Total:</b>	<b>\$1,200.00</b>					<b>Total: \$4,860.00</b>

	5GB ETS	Hunter Demarc Switch	Customer CPE	# Requested	CPE Est. Cost	Total
<b>JCLD - BUTTE FALLS BRANCH - 6696</b>						
ETHERNET TRANSPORT SERVICE 5GB	\$1,200.00	EX2300-C-12T	EX2300-48P	1	\$1,620.00	\$1,620.00
<b>Total:</b>	<b>\$1,200.00</b>					<b>Total: \$2,820.00</b>

	5GB ETS	Hunter Demarc Switch	Customer CPE	# Requested	CPE Est. Cost	Total
<b>JCLD - CENTRAL POINT BRANCH - 6697</b>						
ETHERNET TRANSPORT SERVICE 5GB	\$1,200.00	EX2300-C-12T	EX2300-48P	2	\$1,620.00	\$3,240.00
<b>Total:</b>	<b>\$1,200.00</b>					<b>Total: \$3,240.00</b>

	5GB ETS	Hunter Demarc Switch	Customer CPE	# Requested	CPE Est. Cost	Total
<b>JCLD - EAGLE POINT BRANCH - 6698</b>						
ETHERNET TRANSPORT SERVICE 5GB	\$1,200.00	EX2300-C-12T	EX2300-48P	1	\$1,620.00	\$1,620.00
<b>Total:</b>	<b>\$1,200.00</b>					<b>Total: \$1,620.00</b>

	5GB ETS	Hunter Demarc Switch	Customer CPE	# Requested	CPE Est. Cost	Total
<b>JCLD - GOLD HILL BRANCH - 6699</b>						
ETHERNET TRANSPORT SERVICE 5GB	\$1,200.00	EX2300-C-12T	EX2300-48P	1	\$1,620.00	\$1,620.00
<b>Total:</b>	<b>\$1,200.00</b>					<b>Total: \$1,620.00</b>

	5GB ETS	Hunter Demarc Switch	Customer CPE	# Requested	CPE Est. Cost	Total
<b>JCLD - JACKSONVILLE BRANCH - 6700</b>						
ETHERNET TRANSPORT SERVICE 5GB	\$1,200.00	EX2300-C-12T	EX2300-48P	1	\$1,620.00	\$1,620.00
<b>Total:</b>	<b>\$1,200.00</b>					<b>Total: \$1,620.00</b>

	5GB ETS	Hunter Demarc Switch	Customer CPE	# Requested	CPE Est. Cost	Total
<b>JCLD - PHOENIX BRANCH - 6701</b>						
ETHERNET TRANSPORT SERVICE 5GB	\$1,200.00	EX2300-C-12T	EX2300-48P	1	\$1,620.00	\$1,620.00
<b>Total:</b>	<b>\$1,200.00</b>					<b>Total: \$1,620.00</b>

	5GB ETS	Hunter Demarc Switch	Customer CPE	# Requested	CPE Est. Cost	Total
<b>JCLD - PROSPECT BRANCH - 6702</b>						
ETHERNET TRANSPORT SERVICE 5GB	\$1,200.00	EX2300-C-12T	EX2300-48P	1	\$1,620.00	\$1,620.00
<b>Total:</b>	<b>\$1,200.00</b>					<b>Total: \$1,620.00</b>

	5GB ETS	Hunter Demarc Switch	Customer CPE	# Requested	CPE Est. Cost	Total
<b>JCLD - ROGUE RIVER BRANCH - 6703</b>						
ETHERNET TRANSPORT SERVICE 5GB	\$1,200.00	EX2300-C-12T	EX2300-48P	2	\$1,620.00	\$3,240.00
<b>Total:</b>	<b>\$1,200.00</b>					<b>Total: \$3,240.00</b>

	5GB ETS	Hunter Demarc Switch	Customer CPE	# Requested	CPE Est. Cost	Total
<b>JCLD - RUCH BRANCH - 6704</b>						
ETHERNET TRANSPORT SERVICE 5GB	\$1,200.00	EX2300-C-12T	EX2300-48P	1	\$1,620.00	\$1,620.00

Total: \$1,200.00

Total: \$1,620.00

JCLD - SHADY COVE BRANCH - 6705	5GB ETS	Hunter Demarc Switch	Customer CPE	# Requested	CPE Est. Cost	Total
ETHERNET TRANSPORT SERVICE 5GB	\$1,200.00	EX2300-C-12T	EX2300-48P	1	\$1,620.00	\$1,620.00

Total: \$1,200.00

Total: \$1,620.00

JCLD - TALENT BRANCH - 6706	5GB ETS	Hunter Demarc Switch	Customer CPE	# Requested	CPE Est. Cost	Total
ETHERNET TRANSPORT SERVICE 5GB	\$1,200.00	EX2300-C-12T	EX2300-48P	1	\$1,620.00	\$1,620.00

Total: \$1,200.00

Total: \$1,620.00

JCLD - WHITE CITY BRANCH - 6707	5GB ETS	Hunter Demarc Switch	Customer CPE	# Requested	CPE Est. Cost	Total
ETHERNET TRANSPORT SERVICE 5GB	\$1,200.00	EX2300-C-12T	EX2300-48P	2	\$1,620.00	\$3,240.00

Total: \$1,200.00

Total: \$3,240.00

DIA & Fiber Transport Service WAN	\$19,270.00
Credit - E-RATE DISCOUNT 80%	(\$15,416.00)
<b>DIA &amp; Fiber Transport Service (WAN) Grand Total:</b>	<b>\$3,854.00</b>

Internal Connections FINAL Grand:	\$58,386.00
Credit - E-RATE DISCOUNT 80%	-\$46,708.80
<b>Internal Connections Grand Total :</b>	<b>\$11,677.20</b>

Managed Internal Broadband Service	\$448.00
Credit - E-RATE DISCOUNT 80%	(\$358.40)
<b>Managed Internal Broadband Service Grand Total:</b>	<b>\$89.60</b>

\*\*\*\* Exhibit A to SO JAC030321D-V.O. E-RATE Services for 2021 per 470-Form 210013057 for the Jackson County Library District. Term is a 36 Month with 2 one-year Extensions. Voluntary Extensions Welcome!!



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# JACKSON COUNTY LIBRARY DISTRICT

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**RFP NUMBER: 400-0209-21**  
**NOTICE OF REQUEST FOR PROPOSALS (RFP)**  
**E-RATE SERVICES: INTERNET ACCESS, WIDE AREA NETWORKING,**  
**AND CATEGORY 2 EQUIPMENT AND SERVICES**  
**470-Form #: 210013057**

February 8, 2021

**Due to its length, Hunter's Proposal is posted on [jcls.org](https://jcls.org) at:  
[https://jcls.org/ld.php?content\\_id=60366616](https://jcls.org/ld.php?content_id=60366616)**

HUNTER COMMUNICATIONS & TECHNOLOGIES  
SPIN# 143009331

## **EXHIBIT C:**

### **ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR THE PURCHASE OF GOODS AND SERVICES**

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the District may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the District is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).

- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq*). ORS 279B.235(3).
- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).
- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) The contract may be canceled at the election of District for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318 and Chapter 539 Oregon Laws 2015 (SB 675). Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which District may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law.
- (13) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.



March 11, 2021

**Title:** Board Committee Charters and Work Plans

**From:** Kari May, Library Director

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**Recommendation:**

The Library Director recommends the Board approve the attached charter and work plans through June 2022 for the following committees:

- Advocacy
- Data & Metrics
- Facilities
- Finance
- JCLF JCLS Relationship
- Policy
- Technology

The Technology Committee and Finance Committee seek an additional Board member to join them.

**Budget Impacts:**

n/a

**Policies, Plans, and Goals Supported:**

The presented charters and work plans comply with the process as outlined in District Policy 1-7, Board Committees.

**Background and Additional Information:**

Per policy, committees established by the Board are advisory in nature and shall have only the powers specifically delegated to it by the Board. Functions of each committee will be in writing as part of Board policy, a committee charter, or recorded in the minutes of the meeting at which the committee was established. The purpose and responsibilities of each committee shall be included in writing as part of the committee's charter.

At the annual planning retreat in August 2020, the Board agreed by consensus to postpone the adoption of the new charters and annual work plans for standing committees. After the adoption of the Strategic Roadmap at the February 2021 Board meeting, Director May met with

each committee to update the charters and work plans. Ms. May's recommendation is that the work plan be in place January 1, 2021-June 30, 2022, to match the timeframe of the Strategic Roadmap. This recommendation is out of sync with the policy on Board Committees and also needs Board approval.

**Attachments:**

- Charter and Work Plan documents for each committee.



## **2021-2022 Charter and Work Plan**

### **Jackson County Library District Advocacy Committee**

Presented to Jackson County Library District Board of Directors on March 11, 2021

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#### **Purpose**

The Advocacy Committee will develop talking points to articulate the impact of library services in Jackson County to the community at large. The Committee will stay abreast of local, state, and national legislation that might impact library services.

#### **Membership**

The Board appointed President Cathy Shaw as Chair and Kari May as Committee member.

#### **Responsibilities**

The Committee has the following areas of focus:

1. The Advocacy Committee will work with staff to stay informed about the perception of the library in the community and prepare responses to media requests as appropriate.
2. The Committee will monitor local, state, and national legislation that might impact libraries and prepare responses as appropriate.

#### **Meetings**

The Advocacy Committee will meet and report its activities to the Board twice per year. The Committee chair may invite any director, officer, staff member, expert or other advisor who is not a member of the Committee to attend, as needed for their expertise.

#### **Work Plan**

The Finance Committee has established the following work plan for 2021-2022:

- April 2021, July 2021, Oct 2021, January 2022, April 2022, July 2022: Review quarterly financial reports before they are presented to the Board.
- March 2021: Review budget form and content with staff, integrating strategic plan initiatives and objectives.
- Late April 2021: Issue Auditing Services RFP.
- May-June 2021: Review proposals and award Auditing Services contract.
- November-December 2021: Review annual audit report and address any comments made by the auditors.
- May 2022: Issue Banking Services RFP.
- June 2022: Review proposals and award Banking Services contract.



**Committee Review and Board Approval**

The Committee will review its charter and work plan at least biannually and recommend any proposed changes to the Board for review.

This charter and annual work plan were approved by the Board on March 11, 2021.

By:

Attest:

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\_\_\_\_\_

Board President

Recording Secretary



## 2021-2022 Charter and Work Plan

### Jackson County Library District Data & Metrics Committee

Presented to Jackson County Library District Board of Directors on March 11, 2021

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#### **Purpose**

The Data and Metrics Committee will ensure that the JCLD staff and Board have the tools and statistics needed to make data-driven decisions that impact the budget and strategic plan. The Committee will ensure that data collected and presented to the Board and the State is accurate and submitted on time.

**Membership:** The Board appointed Board members Jill Turner and George Prokop as co-chairs; Library Director Kari May and Assistant Director of Support Services Christopher Davis as committee members.

#### **Responsibilities**

The Committee has the following areas of focus:

1. Review quarterly and annual statistics. Verify data and accompanying narrative.
2. Review metrics in the Strategic Roadmap and evaluate their continued relevancy.
3. Conduct the OLA Standards review every two years.
4. Integrate statistics into the budget planning and the strategic planning processes.
5. Clarify quantitative and qualitative standards methods, and alignment with high-level goals

#### **Meetings**

The Committee will meet quarterly and report its activities to the Board. The Committee chair may invite any director, officer, staff member, expert or other advisor who is not a member of the Committee to attend, as needed for their expertise.

#### **Work Plan**

For Fiscal Year 2021-2022, the Data & Metrics Committee has established the following Work Plan:

- April 2021, July 2021, Oct 2021, January 2022, April 2022, July 2022: Meet to review quarterly statistical report and Strategic Roadmap update, to be presented to the Board the following month.
- By July 2021: Make recommendations on reports related to on baseline data and strategic plan data points to the Board.
- April – May 2021: Complete OLA Standards review, including comparison to peer libraries. <https://www.olaweb.org/assets/PLD/PLDStandards/PLD-Standards-091718.pdf>
- September 2021 – Review annual statistical report before presentation to the Board and submission to the state.

**Committee Review and Board Approval**

The Committee will review its charter and work plan at least biannually and recommend any proposed changes to the Board for review.

This charter and work plan were approved by the Board on March 11, 2021.

By:

Attest:

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Board President

Recording Secretary



## **2021-2022 Charter and Work Plan**

### **Jackson County Library District Facilities Committee**

Presented to Jackson County Library District Board of Directors on March 11, 2021

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#### **Purpose**

The Facilities Committee will work with the Library Director to determine current and future needs of physical library spaces.

#### **Membership**

The Board appointed Vice President Eric Dziura and Susan Kiefer as Co-Chairs of the Facilities Committee; and Kari May, Lisa Marston, and Crystal Zastera as Committee members. Jackson County Maintenance Superintendent Ryan DeSautel has also been invited to join the committee.

#### **Responsibilities**

The Facilities Committee has the following areas of focus:

1. Oversee the building projects and renovations for Medford and Ashland Branch Libraries
2. Track major facilities expenditures, including new exterior signage and large furniture replacement requests
3. Provide high-level oversight of the facilities maintenance and landscaping contract with Jackson County
4. Meet with the County annually to review the proposed budget and 5-year capital improvement plan

#### **Meetings**

The Committee will meet quarterly. The Committee will report its activities to the Board on a semi-annual basis. The Committee chair may invite any director, officer, staff member, expert or other advisor who is not a member of the Committee to attend, as needed for their expertise.

#### **Work Plan**

The Facilities Committee has established the following Work Plan:

- March 2021: Complete Phase 2 of Medford Renovation Project
- June 2021: Complete Phase 3, public space furnishings, of Medford Renovation Project
- June 2021: Progress report on Ashland meeting room renovation project
- September 2021: All exterior signage will be updated with the new library logo.
- Ongoing: Track major facilities expenditures, including exterior signage and large furniture replacement requests.

- Ongoing: Provide high-level oversight of the facilities maintenance contract with Jackson County.
- October 2021: Hold annual review meeting with County for the facilities maintenance contract and 5-year capital outlay.
- Fall 2021: issue RFP for Facilities Master Plan.

**Committee Review and Board Approval**

The Committee will review its charter and work plan at least biannually and recommend any proposed changes to the Board for review.

This charter and work plan were approved by the Board on March 11, 2021.

By:

Attest:

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Board President

Recording Secretary



## **2021-2022 Charter and Work Plan Jackson County Library District Finance Committee**

Presented to Jackson County Library District Board of Directors on March 11, 2021

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### **Purpose**

The Finance Committee will provide oversight of the District's finances and ensure the District is operating within its established policies regarding fiscal management.

### **Membership**

The Board appointed Director Jill Turner as Chair of the Finance Committee; and Library Director, Kari May, and Assistant Director of Administrative Services, Lisa Marston, as Committee members.

### **Responsibilities**

The Finance Committee has the following areas of focus:

1. Regularly review financial reports
2. Monitor District investments and include updates periodically with the financial report
3. Annually provide Board with information and education regarding its fiduciary responsibilities
4. Work with staff to update the format and content of the District's annual budget
5. Review and develop fiscal policies and make recommendations to the Board for changes, as needed
6. Review the District's annual audit and accompanying management letters prior to filing the report with the Oregon Secretary of State, and submit any comments or recommendations to the Board
7. Advise the Board of any local, state, and/or federal policies, legislation or developing trends which may impact the District's financial goals and priorities

### **Meetings**

The Finance Committee will meet quarterly and report its activities to the Board on a semi-annual basis. The Committee chair may invite any director, officer, staff member, expert or other advisor who is not a member of the Committee to attend, as needed for their expertise.

**Work Plan**

The Finance Committee has established the following work plan for 2021-2022:

- April 2021, July 2021, Oct 2021, January 2022, April 2022, July 2022: Review quarterly financial reports before they are presented to the Board.
- March 2021: Review budget form and content with staff, integrating strategic plan initiatives and objectives.
- Late April 2021: Issue Auditing Services RFP.
- May-June 2021: Review proposals and award Auditing Services contract.
- November-December 2021: Review annual audit report and address any comments made by the auditors.
- May 2022: Issue Banking Services RFP.
- June 2022: Review proposals and award Banking Services contract.

**Committee Review and Board Approval**

The Finance Committee will review its charter and work plan at least biannually and recommend any proposed changes to the Board for review.

This charter and annual work plan were approved by the Board on March 11, 2021.

By:

Attest:

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Board President

Recording Secretary



## **2021-2022 Charter and Work Plan Jackson County Library District Policy Committee**

Presented to Jackson County Library District Board of Directors on March 11, 2021

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### **Purpose**

The Policy Committee shall review and recommend policies to the Board for approval.

### **Membership**

The Board appointed: Vice President Eric Dziura as Chair; President Cathy Shaw as co-chair; and Library Director Kari May and Executive Assistant Daisy Fields as Committee members.

### **Responsibilities**

The Policy Committee has the following areas of focus:

1. The Policy Committee will work with staff to draft and update necessary policies related to the governance and operations of Jackson County Library District.
2. Establish a review schedule for policies to be brought before the Board for approval.
3. Policy categories include governance, financial management, risk management, and library operations.
4. The Policy Committee will review policies before they are presented to the full Board, with recommendation for approval.
5. Policies and policy revisions will be forwarded to the Board with a recommendation for approval and/or listing specific provisions which may require discussion by the full Board, one week prior to each Board meeting. Policies forwarded for revision will use the same format as previously used (i.e., revised copy followed by red-lined copy).

### **Meetings**

The Committee will review proposed policy documents electronically. The Committee will meet and report its activities to the Board twice a year. The Committee chair may invite any director, officer, staff member, expert or other advisor who is not a member of the Committee to attend.

### **Work Plan**

The Policy Committee has established the following work plan for Fiscal Year 2021-2022:

- March 2021: Establish policy review schedule and timeline for when policies will be brought to the Committee for review
- Ongoing: Bring appropriate policies to the Board for approval, as established in the policy review schedule



**Committee Review and Board Approval**

The Committee will review its charter and work plan at least biannually and recommend any proposed changes to the Board for review.

This charter and work plan were approved by the Board on March 11, 2021.

By:

Attest:

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Board President

Recording Secretary



## **2021-2022 Charter and Work Plan JCLD/JCLF Relationship Committee**

Presented to Jackson County Library District Board of Directors on March 11, 2021

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### **Purpose**

The Relationship Committee will ensure that the District and Foundation work together to further the mission of JCLD. The Committee will oversee the relationship between the two entities, including providing direction to the Library Director and Foundation Executive Director to set priorities and goals for the Executive Director.

### **Membership**

The Board appointed Library Director Kari May as Committee chair; District Board members George Prokop and Susan Kiefer; and Foundation Board members Becky Versteeg and Michal Slate as committee members.

### **Responsibilities**

The Committee has the following areas of focus:

1. Improve communication between the Library and Foundation
2. Provide direction to JCLF for strategic areas for which to fundraise
3. Meet regularly to oversee the MOU between JCLD and JCLF

### **Meetings**

The Committee will meet and report to the Board quarterly. The Committee chair may invite any director, officer, staff member, expert or other advisor who is not a member of the Committee to attend, but these individuals have no voting power.

### **Annual Work Plan**

For Fiscal Year 2021-2022, the Relationship Committee has established the following Work Plan:

- May/June 2021: Hire Foundation Executive Director
- Meet quarterly
- May/June 2022: Annual review of MOU

**Committee Review and Board Approval**

The Committee will review its charter and work plan at least biannually and recommend any proposed changes to the Board for review.

This charter and work plan were approved by the Board on March 11, 2021.

By:

Attest:

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Board President

Recording Secretary



## **2021-2022 Charter and Work Plan**

### **Jackson County Library District Technology Committee**

Presented to Jackson County Library District Board of Directors on March 11, 2021

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#### **Purpose**

The Technology Committee oversees the Technology Plan and Budget. The Technology Plan serves as a guide and plan for developing and managing the technology tools and services which Jackson County Library Services (JCLS) provide for its patrons and staff. The plan is a rolling three-year plan that leverages technological advances to improve customer service, enable the staff to be more productive while supporting the JCLD mission, and support the strategic priorities of the organization.

#### **Membership:**

The Board appointed Board member George Prokop as Chair; and Library Director Kari May, Assistant Director of Support Services Christopher Davis, and IT Manager Ron Sharp as Committee members.

#### **Responsibilities**

The Technology Committee has the following areas of focus:

1. Review and update the 3-year rolling Technology Plan
2. Recommend technology-related expenditures for the annual budget
3. Ensure compliance with eRate eligibility
4. Ensure that major technology upgrades or replacement projects are performed on schedule and within budget
5. Think strategically about ways the Library leverages technology to be a library leader in the state.

#### **Meetings**

The Committee will meet and report its activities to the Board quarterly. The Committee chair may invite any director, officer, staff member, expert or other advisor who is not a member of the Committee to attend, as needed for their expertise.

#### **Annual Work Plan**

For Fiscal Year 2021/2022, the Technology Committee has established the following Annual Work Plan:

- April 2021: Finalize Technology Plan Budget for budget planning process
- April 2021: Launch new Integrated Library System and Website
- Fall 2021: Replace public computers

**Committee Review and Board Approval**

The Committee will review its charter and work plan at least biannually and recommend any proposed changes to the Board for review.

This charter and work plan were approved by the Board on March 11, 2021.

By:

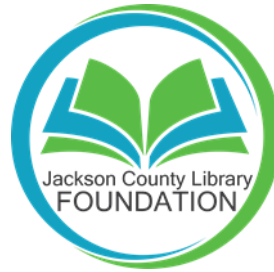
Attest:

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Board President

Recording Secretary



Date: March 11, 2021

**Title:** JCLD/JCLF MOU

**From:** Kari May, Library Director and Relationship Committee Chair

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**Recommendation:**

The Relationship committee recommends that the Board adopt the attached MOU between JCLD and JCLF.

**Resource Requirements:**

The basis for financial requirements is an estimated annual operating budget of \$30,000 and salary and benefits of \$80,000 for a total budget of \$110,000. The Foundation would be responsible for a graduated per centage of the total operations budget each year. Estimated cost for the District for the first year is \$66,000.

**Policies, Plans, and Goals Supported:**

Building a stronger relationship between the Library and the Foundation will improve the Foundation’s stability and ability to secure funding to enhance the Library’s budget. It supports the Library’s vision: “Through the Jackson County Libraries individuals reach their potential and our communities thrive.”

**Background and Additional Information:**

The JCLD/JCLF Relationship Committee presented a draft copy of the proposed MOU to both boards at prior board meetings and was given the direction to proceed with the MOU as presented, with input from legal counsel. The proposed MOU incorporates the Committee’s recommendation that the Foundation’s Executive Director be hired as a member of the library staff and supervised by the Library Director. The Foundation board will participate in the selection of the ED and in the ED’s evaluations and would work with the ED in fundraising efforts. A term of three years for this relationship would provide an adequate time to judge its success.

Legal counsel for the Library District has reviewed and agrees to the terms in the proposed MOU. The MOU is under final review with the Foundation's legal counsel.

**Attachments:**

Memorandum of Understanding between the Jackson County Library District and Jackson County Library Foundation.

MEMORANDUM OF UNDERSTANDING  
*among and between the*  
**Jackson County Library District**  
*and the Jackson County Library Foundation*

This is a Memorandum of Understanding (hereinafter "MOU") between Jackson County Library District (hereinafter "JCLD") and the Jackson County Library Foundation (hereinafter "JCLF"), a 501(c)3 non-profit organization, both parties headquartered in Medford, Oregon.

This Memorandum will be in effect for three (3) years as of July 1<sup>st</sup>, 2021, ending June 30<sup>th</sup>, 2024.

The purpose of the MOU is to describe the manner in which the parties will collaborate and provide assistance to one another for the benefit of the Library.

**Recitals**

- A. The Foundation was created in 1982 and incorporated as a nonprofit 501(c)(3) in 1993 to seek financial support to provide for library services and facilities over and above what the traditional tax base funding of Jackson County Public Library System could provide, but not to provide funds which can be substituted for the traditional tax base funding.
- B. In 2014, voters approved the creation of the Jackson County Library District, a library district organized under Chapters 198 and 357 of the Oregon Revised Statutes, as a replacement for the Jackson County Public Library System. JCLD's mission is to connect everyone to information, ideas, and each other.
- C. Since 2014, JCLD and the Foundation have worked together to support free and open access to information that can change lives, help individuals reach their full potential, and build a brighter future for a thriving community.
- D. Consistent with its stated mission, the Foundation exists to provide financial support through its operations for the direct benefit of JCLD and the community JCLD serves.
- E. JCLD has provided and will, subject to adequate funding, continue to provide assistance to JCLF to facilitate its operation, endowment growth, and fulfillment of its stated mission.

**Agreements**

NOW THEREFORE, both parties mutually agree to the roles and responsibilities outlined in this MOU.

1.0 Joint Responsibilities

1.1 Work together to promote and advance the mission of JCLD.

- 1.2 Support the provision of high-quality library services to the community.
- 1.3 Preserve and deepen the engagement and trust with members of the community to benefit future generations.
- 1.4 Operate and make decisions that honor JCLD's existing culture, including staff, volunteers, and donors, to support and enable delivery of library services.
- 1.5 Develop policies and procedures for shared and coordinated communications.
- 1.6 Exchange mutually dependent budget line item information during the budget process.
- 1.7 Maintain a Relationship Committee with representatives from JCLD and JCLF.
- 1.8 The JCLD and JCLF boards will meet no less than annually to discuss the strategic direction for JCLF.

## 2.0 Operations

In recognition of the supported provided to JCLD by JCLF, JCLD will provide operational support to JCLF to facilitate its operations and the fulfillment of its stated mission. Operational assistance shall be subject to the approval of the JCLD Board of Directors and the availability of funds. Operational support provided by JCLD includes but is not limited to:

- 2.1 Office space. JCLD will furnish office space at the Medford Library (205 S Central St, Medford OR) sufficient to operate JCLF. JCLF will comply with Library policies in its usage of such space. JCLD will furnish the office with a computer, basic IT services, telephones, and reasonable usage of office equipment, such as printers and copiers.
- 2.2 Marketing. JCLD marketing staff will provide marketing support to JCLF, including coordinated efforts to ensure consistent branding and messaging between JCLD and JCLF. JCLD will maintain the JCLF website, with input from JCLF.
- 2.3 Annual Report. JCLD agrees to provide an impact report annually for distributed funds, which will assist JCLF in its efforts to publish an annual report on funds raised and spent to build trust with the community and to share with library volunteers and patrons.
- 2.4 Personnel JCLD will hire an Executive Director on behalf of JCLF. JCLD will make such hire, after careful consideration of the recommendations of



the JCLF Personnel Committee, and in accordance with the policies and procedures of JCLD's Human Resources Department, including compensation policies. The Library Director will supervise the Executive Director, who shall direct the operations of JCLF in consultation with JCLF's board of trustees. Both JCLD and JCLF shall work together to determine the specific metrics under the performance of the Executive Director shall be evaluated. The ultimate decision on the hiring and firing of the Executive Director shall rest with JCLD Executive Director, however any such decision shall be made in consultation with the JCLF board of trustee. The JCLD Executive Director shall not be required to first consult with the JCLF board of trustees in the event of an incident that would require immediate action on the part of the JCLD Executive Director.

2.5 Expenses. In recognition of the support provided to JCLD by JCLF, JCLD will not charge JCLF rent for the office space provided pursuant to 2.1 above. JCLD will bill JCLF on a quarterly basis for a portion of its operating expenditures, as outlined in **Schedule A** of this MOU. Each entity shall maintain its own budget.

### 3.0 Foundation Responsibilities

3.1 Cash Management and Financial Reporting. JCLF shall be solely responsible for the Foundation's cash management, accounting, financial reporting, and for proper procedural tracking, accuracy, and reconciliation of the Foundation's records. JCLF will be responsible, at its own expense, for an annual financial review and any necessary government reports, including Form 990.

3.2 Management of Funds and Legal Compliance. JCLF will oversee, manage, and invest any endowments or permanent funds, restricted or unrestricted, that are created to support JCLD whether the funds are donated to JCLF or JCLD. The JCLF Board will comply with the Foundation's articles of incorporation, bylaws, and applicable federal and state laws and regulations.

3.3 Foundation Board of Trustees. In compliance with its bylaws, JCLF will recruit sufficient Board members to conduct its activities and to fulfill the organization's mission.

3.4 Annual Report. JCLF agrees to publish an annual report on funds raised and spent to build trust with the community and to share with library volunteers and patrons.

4.0 Fundraising and Grantmaking: JCLF will seek donations to support JCLD in accordance with its mission. Fundraising goals and areas of support will be determined annually by mutual agreement between JCLF and JCLD. All donations made to JCLF will be accepted in accordance with its Gift Acceptance Policy.

4.1 Management of funds for benefit of JCLD. The JCLD Board has determined that it is in the best interests of JCLD for donations made directly to JCLD to be managed and invested on its behalf by JCLF and will be adopting a gift

acceptancy policy reflecting the same. The JCLF Board of Directors and Executive Director will manage the proceeds of the Foundation according to its bylaws, gift acceptance policy, spending and investment policies, ensuring that all funds not needed for operating expenses and budgeted appropriations are used to further the mission of the Foundation.

- 4.2 Gift Categories: All gifts received or managed by JCLF will be categorized as Restricted, Temporarily Restricted, or Unrestricted in accordance with the donor's wishes. Gifts will be tracked according to these categories through JCLF policies and procedures and in accordance with legal requirements.
- 4.3 Grants: JCLF agrees to submit grant proposals on JCLD's behalf to funding organizations that do not grant directly to library districts.
- 5.0 Separate Entities. The JCLD acknowledges and accepts the separate and independent nature of JCLF and JCLF acknowledges and accepts the separate and independent nature of JCLD. The parties agree to work together to support the mission of JCLD and the community it serves. Despite the understandings and agreements provided for in this MOU, each party shall be solely responsible for the satisfaction of its own obligations, debts, liabilities, and judgments.
- 6.0 Indemnification. JCLF shall indemnify JCLD, its directors, employees, and agents from and against any and all claims, damages, liabilities, injuries, expenses, demands, and judgments, including court costs and attorney fees, arising out of JCLF's performance under this MOU.
- 7.0 Termination.
- 7.1 Mutual Consent. This MOU may be terminated at any time by the mutual consent of both parties.
- 7.2 For Cause. JCLD may terminate this MOU, in whole or in part, effective upon delivery of written notice to JCLF, or at such later date as may be established by JCLD in any of the following circumstances:
- 7.2.1 If JCLD funding from federal, state, or other sources is not obtained and continued at sufficient levels to allow for the ongoing undertaking of the responsibilities and/or provision of operating expenses contemplated herein;
- 7.2.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that JCLD's responsibilities and operating expenses, provided for herein, are no longer allowable or appropriate; or
- 7.2.3 If JCLF's status as a 501(c)(3) is for any reason denied, revoked, suspended, or not renewed.
- 7.3 For Default or Breach.
- 7.3.1 Either party to this MOU may terminate this MOU in the event of a breach of the terms of the MOU by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 10 days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then this Agreement may

be terminated at any time thereafter by a written notice of termination by the party giving notice.

7.3.2 The rights and remedies of the parties provided for in this Section 7.3 are not exclusive and are in addition to any other rights and remedies provided by law or under this MOU.

8.0 Miscellaneous Provisions

8.1 Annual review and amendment of Agreement. JCLD and Foundation agree that this MOU will be reviewed on annual basis. This MOU may only be amended by a writing signed by the parties.

8.2 Governing law. This MOU shall be governed by Oregon law.

8.3 Time is of the Essence. Time is of the essence for the performance of all responsibilities contemplated under this MOU.

8.4 Counterparts. This MOU may be exercised in counterparts, each of which shall be an original, all of which shall constitute one and the same agreement.

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

**JACKSON COUNTY LIBRARY DISTRICT**

\_\_\_\_\_  
By: Catherine M. Shaw  
Title: Board President

Date: \_\_\_\_\_

*Approved as to legal sufficiency:*

\_\_\_\_\_  
Jacquelyn Bunick, Library District Counsel

**JACKSON COUNTY LIBRARY FOUNDATION**

\_\_\_\_\_  
By:  
Title:

Date: \_\_\_\_\_

*Approved as to legal sufficiency:*

\_\_\_\_\_  
Jennifer Nicholls, Jackson County Library Foundation Counsel

## Schedule A – Financial Terms

The Foundation shall be responsible for a graduated percentage of the total operations budget each year. JCLD will bill JCLF on a quarterly basis according to the following, based on an annual projected cost of \$110,000\*.

	Library District	Library Foundation
Year 1	60%	40%
Year 2	50%	50%
Year 3	40%	60%

\*Operations budgets for Year 2 and Year 3 are expected to increase based on an inflation rate of 3-5%.