



JACKSON COUNTY LIBRARY DISTRICT (JCLD)
Dial 1-669-900-6833 to attend by phone.
Enter Meeting ID (access code): 939 4216 2647
Or, click the link below to attend using Zoom:
<https://libraryiq.zoom.us/j/93942162647>
August 13, 2020, at 4:00 p.m.

BOARD OF DIRECTORS MEETING AGENDA

CALL TO ORDER/ROLL CALL

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FUTURE MEETINGS/EVENTS/OBSERVANCES:

August 14-15, 2020 – Board Annual Planning Meeting
September 2020 – Library Card Sign-up Month
September 10, 2020 – Board Regular Meeting

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. If you have further questions or would like to be added to the email notification list, please contact Administrative Assistant, Denise Menicucci, at 541-774-8679 or dmenicucci@jcls.org.

If a physical accommodation is needed to participate in a Jackson County Library District meeting, please contact Denise Menicucci at 541-774-8679. Notification of at least 48 hours prior to the meeting, preferably in writing, will assist us in providing reasonable accommodation.



MINUTES

ATTENDEES

Present at the meeting were JCLD Budget Committee Members: Gerri Davis (Chair), Cathy de Wolfe, Kevin Keating, Catherine Prazenica, and Victoria Brown; and JCLD Board Members: Susan Kiefer (President), Cathy Shaw (Vice President), Jill Turner, Eric Dziura, and George Prokop.

Additional participants/attendees: Kari May (Library Director), Lisa Marston (District Administrator), Carey Hunt (Assistant Director, Support Services), Claudine Taillac (Assistant Director, Public Services), Crystal Stroud (Library Operations Manager), Brynn Fogerty (HR Manager), Vicki Robinson (Senior Accountant), Donovan Edwards (Administrative Assistant).

CALL TO ORDER/ROLL CALL

Director Shaw called the meeting to order at 4:10 p.m. and turned the meeting over to JCLD Budget Committee Chair Gerri Davis.

APPROVE PROPOSED AGENDA

MOTION: JCLD Budget Committee Member Gerri Davis moved to approve the proposed agenda. Budget Committee Member Kevin Keating seconded the motion. The motion was approved unanimously.

BUDGET MESSAGE

Library Director Kari May presented JCLD's Fiscal Year 2020-2021 budget message, as well as the budget priorities, major contracts, and budget highlights. Among the budget priorities were funding for the District's strategic priorities based on the 2016-2021 strategic plan; launching a strategic plan for the next five years; creating a facilities master plan; including \$500,000 in the budget to build community partnerships in response to COVID-19, particularly with school districts; transferring \$300,000 into the Capital Improvement Fund; migrating to a new Integrated Library System; retaining the current tax rate; and providing a sufficient ending fund balance.

After Ms. May reviewed the District's major contracts, Director Prokop said he would expect to see more detailed information, citing for example the \$500,000 contract with Jackson County for Facilities Maintenance. Director May committed to expanding this section in future budget documents. Next, Ms. May reviewed the budget highlights, focusing on the biggest change—the addition of personnel costs for approximately 92 FTEs, costs that were previously part of the LS&S Contract. After explaining how staff salaries are captured on the LB-31 form, Ms. May spoke about the benefits the District would be offering to its employees, including health insurance, long-term disability insurance, group life, and a Health Savings Account for employees who choose the high-deductible health plan option. Ms. May also spoke about the employer spending cap for health insurance. As she explained it, the spending cap tentatively proposed to the Board in February 2020 was based on estimated costs. Now that the District has final quotes for health insurance, the proposed budget reflects a \$1,300 spending cap, which is \$200 higher than the cap proposed back in February. Ms. May concluded her presentation with an overview of the new organizational structure that will be in place starting July 1, 2020.

PRESENTATION OF PROPOSED BUDGET

Ms. Marston and Ms. Robinson alternated in presenting the Fiscal Year 2020-2021 Proposed Budget. First, Ms. Robinson reviewed the property tax projections. Mr. Keating asked how the District is handling potential shortfalls in tax revenues due to COVID-19. Ms. Robinson replied that the District has lowered the estimated Net Collection Rate from 94% to 92.5%. Next, Ms. Robinson spoke about the restricted fund balances and how those balances are being moved out of the General Fund into a new Grant Fund, starting July 1, to facilitate tracking restricted grants and donations. Ms. Marston then described the general fund's budgeted expenditures for materials and services by department, noting that this year's proposed budget is the first time expenditures for materials and services supporting library operations are not part of the LS&S contract and are therefore visible in the District's budget. After reviewing the general fund expenditures by department, Ms. Marston discussed the 5-Year Capital Facilities Maintenance Plan, which projects the costs of capital maintenance needs over a five year planning horizon. She then reviewed the three pie charts included in the proposed budget document. Director Turner suggested ways to consolidate the charts in the future. The presentation of the proposed budget concluded with Ms. Robinson and Ms. Marston explaining the LB forms included on pages 23-30 of the budget document.

COMMITTEE DISCUSSION

JCLD Board and Budget Committee Members and JCLS staff present discussed the JCLD 2020 – 2021 Proposed Budget.

PUBLIC INPUT

None given.

ADDITIONAL COMMITTEE DISCUSSION

No further discussion took place.

APPROVE PROPOSED BUDGET

MOTION: JCLD Budget Committee Member Jill Turner moved that the JCLD Budget Committee approve the budget for the fiscal year July 1, 2020 to June 30, 2020 in the total amount of \$18,758,285 for the General Fund, \$6,586,279 for the Capital Improvement Fund, and \$1,481,660 for the Restricted/Grant Fund with an aggregate total of \$26,826,224. This includes \$21,761,392 of appropriated expenditures and \$5,064,832 of unappropriated ending fund balance. JCLD Budget Committee Member Jill Turner also moved that the JCLD Budget Committee approve property taxes for the 2020 – 2021 fiscal year at the rate of \$0.52 per \$1,000 of assessed value for the permanent rate. Budget Committee Member Eric Dziura seconded both motions. Both motions were approved unanimously.

NEXT MEETING

The next regular Board meeting will be held on Zoom, Thursday, May 14th, 2020.

ADJOURN

Budget Committee Chair Gerri Davis adjourned the Budget Committee meeting at 6:30 p.m.

/s/ Donovan Edwards
Recording Secretary



MINUTES

ATTENDEES

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

Additional attendees: Kari May (Library Director), Carey Hunt (Assistant Library Director), Claudine Taillac (Assistant Library Director), Crystal Zastera (Library Operations Manager), Kristin Anderson (Ashland Branch Manager/Area Manager), Kevin Keating (JCLF Board Member), Jacquelyn Bunick (Legal Counsel), Jennifer Giltrop (LS&S Chief Library Officer), Lisa Marston (District Administrator), and Donovan Edwards (Administrative Assistant)

CALL TO ORDER

Director Shaw called the meeting to order at 4:00 p.m.

CONSENT AGENDA

MOTION: Director Dziura moved to approve the May 14th Regular Board Meeting Minutes, May 26th Special Board Meeting Minutes and the JCLD Financial Report. Director Shaw seconded the motion. The motion was approved unanimously.

PUBLIC HEARING TO RECEIVING COMMENTS REGARDING FISCAL YEAR 2020-2021 BUDGET

Director Shaw opened the public hearing at 4:09 p.m. to receive comments regarding the Fiscal Year 2020-2021 budget. No comments were received and Director Shaw closed the public hearing at 4:10 p.m.

Resolution 2019/2020-09: Adopting Fiscal Year 2020-2021 Budget, Making Appropriations, Imposing and Categorizing Taxes

MOTION: Director Turner moved to approve Resolution 2019/2020-09. Director Dziura seconded the motion. The motion was approved unanimously.

REPORTS

Library Director Report

Ms. May provided a summary of the Library Directors Report.

Transition Roadmap

Ms. May and Ms. Marston provided comments on the Transition Roadmap and responded to questions from Board Members.

UNFINISHED BUSINESS

Update on Staged Library Operations Plan

Ms. May provided an update on the Staged Library Operations Plan.

NEW BUSINESS

School Partnership Initiative

MOTION: Director Dziura moved to approve the School Partnership Initiative. Director Prokop seconded the motion. The motion was approved unanimously.

Facilities Transfer Documents and Bill of Sale

MOTION: Director Kiefer moved to approve the Facilities Transfer Documents, which consisted of the Lease Assignment and Amendment and Bill of Sale for the Jacksonville Library. Director Prokop seconded the motion. The motion was approved unanimously.

RFP for Retirement Plan Services

Ms. Marston and Ms. May spoke briefly about the Request for Proposals for Retirement Plan Services that was issued on May 25, 2020.

NEXT MEETING

The next meeting will be held on Zoom, Thursday, June 25th, 2020.

ADJOURN

Vice President Shaw adjourned the Regular Board meeting at 5:09 p.m.

/s/ Donovan Edwards
Recording Secretary



MINUTES

ATTENDEES

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

Additional attendees: Kari May (Library Director), Carey Hunt (Assistant Library Director), Claudine Taillac (Assistant Library Director), Crystal Zastera (Library Operations Manager), Kevin Keating (JCLF Board Member), Jacquelyn Bunick (Legal Counsel), Lisa Marston (District Administrator), and Donovan Edwards (Administrative Assistant)

CALL TO ORDER

Director Shaw called the meeting to order at 4:01 p.m.

NEW BUSINESS

Jackson County Library Foundation Committee

MOTION: Director Turner moved to approve the JCLS / JCLF Relationship Committee that is tasked with evaluating and exploring the ongoing relationship between the Library and the Foundation. Director Kiefer and Director Prokop were appointed to the Committee. . Director Dziura seconded the motion. The motion was approved unanimously.

Resolution 2019/2020-10 Authorizing Jackson County Library District's Banner Bank Commercial Mastercard, Setting Limit(s), and Designating Authorized Cardholder(s)

MOTION: Director Turner moved to approve Resolution 2019/2020-10 Authorizing Jackson County Library District's Banner Bank Commercial Mastercard, Setting Limit(s), and Designating Authorized Cardholder(s). Director Shaw seconded the motion. The motion was approved unanimously.

Resolution 2019/2020-11 Adopting General Acknowledgement of Responsibilities

MOTION: Director Kiefer moved to approve Resolution 2019-2020-11, which clarifies the District's historical relationship with LS&S and library staff in support of the District's transition to a direct employer. Director Dziura seconded the motion. The motion was approved unanimously.

Facilities Transfer Documents

MOTION: Director Turner moved to approve the Facilities Transfer Documents which include Ashland - IGA (termination), Ashland - IGA (lease), Central Point - IGA (termination), Central Point - Deed, Central Point - IGA (lease), Eagle Point - Transfer and Assignment, Gold Hill - Deed (revised), Shady Cove - IGA (termination), Shady Cove - Bill of Sale, Shady Cove - IGA (lease and maintenance agreement). Director Kiefer seconded the motion. The motion was approved unanimously.

NEXT MEETING

The next regular Board meeting will be held on Zoom, Thursday, July 9th, 2020.

ADJOURN

Vice President Shaw adjourned the Regular Board meeting at 4:11 p.m.

/s/ Donovan Edwards
Recording Secretary



MINUTES

ATTENDEES

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

Additional attendees: Kari May (Library Director), Carey Hunt (Assistant Director, Support Services), Claudine Taillac (Assistant Director, Public Services), Lisa Marston (Assistant Director, Administrative Services); Brynn Fogerty (HR Manager), Ryan Bradley, (Marketing Coordinator), Kristin Anderson (Bear Creek Area Manager, Ashland Branch Manager), Crystal Zastera (Operations Coordinator), Jacquelyn Bunick (Legal Counsel), Denise Menicucci (Administrative Assistant), and other JCLS staff.

CALL TO ORDER/ROLL CALL

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

ELECTION OF OFFICERS

Director Dziura nominated Director Shaw for Board President. Director Kiefer seconded the motion. Director Shaw nominated Director Dziura for Vice President. Director Turner seconded the motion. Both motions were approved unanimously.

CONSENT AGENDA

MOTION: Director Turner moved to approve Resolution 2021-01: To Authorize Checking Account, Designated Personnel and Signers; Resolution 2021-02: To Authorize LGIP Account, Designated Personnel and Signers; and the District Organizational Items for Fiscal Year 2021. Director Kiefer seconded the motion. Staff noted that Resolution 2021-01 will be brought back to the Board after the District's new accounting system goes live. All three motions were approved unanimously.

MOTION: Director Dziura moved to approve JCLD Monthly Financial Report (Preliminary). Director Shaw seconded the motion. This motion was approved unanimously.

REPORTS

Library Director's Report

Director Turner asked for specific information about patrons returning to the branches during open hours. Ms. Taillac, Ms. Anderson, and Ms. Hunt responded respectively that capacity at larger branches were more reflective of smaller branches. For example, the Ashland branch's capacity was in the mid 50-60s. Stats showed more than 1/3 capacity for June. Computers were being used in short periods of time and visits by patrons were shorter.

Vice President Shaw and Director Prokop commented on the number of positions open in Ashland and asked about the status. Ms. Fogerty confirmed that the positions were posted and advertised. Ms. May explained that due to the COVID-19 pandemic, some employees declined to return to their library positions. Ms. May also confirmed that three of the new positions (HR Assistant, IT Technician, and

Library Associate – Collection Development) would be filled by the end of July/beginning of August and or a decision was in process. Director Dziura asked for an explanation about “JCLS’ statement against systemic injustice” from a press release dated June 5th by Marketing. Mr. Bradley responded that patrons were appreciative of the library addressing this issue.

Transition Roadmap

Ms. Marston and Ms. May updated the Board on key transition tasks: Incode implementation is on track with the new schedule; paychecks for first pay period (July 1–5, 2020) will be issued to employees on July 15; and JCLS will meet next week with architects to review revised plans for the Medford remodel.

Ms. May asked the board members if “Key Milestones” could be presented in the Director’s Report instead of continuing with the Transition Roadmap. The board members discussed the pros and cons and Director Turner proposed keeping the Transition Roadmap for two to three months then discontinuing it.

UNFINISHED BUSINESS

Approval of Longer Term for IGA with City of Ashland

MOTION: Director Turner moved to approve an extension of the lease term to 30 years. President Shaw will sign the amended agreement. President Kiefer seconded the motion. This motion was approved unanimously.

Retirement Plan Services Contract Award – Finance Committee

Ms. Marston gave an overview of the RFP process and the finance committee’s recommendation to award the Retirement Plan Services contract to ICMA-RC. Favorable comments were made by Finance Committee members regarding the quality of ICMA-RC’s proposal and their responsiveness to the committee’s questions and proposed scenarios. It was also noted that ICMA-RC agreed to waive the annual \$1,000 employer plan fee. The 401(a) and 457 Retirement Plan Trust Documents and Resolutions will be brought back to the Board for discussion and approval at the August 13, 2020, Board Regular Meeting.

MOTION: Director Turner moved to approve awarding the Retirement Plan Services contract to ICMA-RC and authorize the Board President to sign the Administrative Services Agreement included in the Board packet. President Kiefer seconded the motion. This motion was approved unanimously.

NEW BUSINESS

Board Committee Appointments: Board Liaisons to Outside entities

Director Turner proposed discussing committee assignments during the Board Annual Planning Meeting scheduled for August 14-15, 2020.

MOTION:

President Kiefer proposed that all board members continue in their current committee positions for one more month. Director Dziura seconded the motion. This motion was approved unanimously.

Leave During a Global Pandemic Policy

Ms. Fogerty presented the information and explained that the document was meant as a tool for supervisors to use. There was discussion and comments from the board members and Ms. May about use of the information and making it available to employees. It was noted in the document that the policy is subject to change as changes in state and federal laws and guidelines.

MOTION:

Director Turner proposed approving the document in concept and adding it as an addendum to JCLD policies. Director Shaw seconded the motion. This motion was approved unanimously.

JCLS Return to Work Plan: COVID-19 Pandemic Response Guide

Ms. Fogerty provided an overview of the guide, noting that it was “one” place to keep all related policies for the COVID-19 pandemic. The draft guide was sent out to board members for review on Wednesday, July 8, 2020. There was discussion and comments by board members and Ms. May.

MOTION:

Director Turner proposed adopting the guide with minor changes being made by the HR Manager as necessary and coordinate with the Employee Handbook as an addendum. President Kiefer seconded the motion. This motion was approved unanimously.

COMMITTEE AND BOARD MEMBER REPORTS

None.

FUTURE MEETINGS/EVENTS/OBSERVANCES

There **will not** be a Board Special Meeting on July 23, 2020.

The next regular meeting of the Board will be on August 13, 2020.

August 14-15, 2020 are the dates of the Board’s Annual Planning Meeting.

There was discussion by the board members about having a facilitator during the Board’s Annual Planning Meeting to set a topic agenda. It was also suggested that staff reserve the Large Community Meeting room at the Medford branch in order to successfully self-distance for an in-person meeting. A virtual meeting using ZOOM would be considered as a back-up plan.

Action Items: The Board asked Ms. May to reach out to Ruth Metz or Margot Helphand about facilitating on August 14-15 and to bring a completed job description for the Library Director to that meeting. Ms. Fogerty agreed to assist with the job description.

ADJOURN

President Shaw adjourned the Regular Board Meeting at 5:15 p.m.

/s/ Denise Menicucci

Recording Secretary

Jackson County Library District
Statement of Revenues and Expenditures
From 7/1/2020 Through 7/31/2020

101 - General Administration

Current Month
Actual

DRAFT

Operating Revenue	
Operating revenue	
Current Property Tax Collections	0.00
Prior Year Property Tax Collections	0.00
Interest Income	14,106.89
Interest- Lindberg Note	1,092.46
Other Income	0.00
E Rate	8,848.50
City Library Participation	0.00
Reimbursements From RCC	22,456.63
Ready To Read Grant	0.00
Misc. Grants	0.00
Conference Room Rental	0.00
Government Agency Rentals	9,142.14
Inter-library Loan Fees	0.00
Late Fee Charges- RCC/UMS	0.00
Lost/Damaged Materials	0.00
Photocopy/Fax Sales	0.00
Patron Refunds	0.00
Printer Sales	0.00
On Line Fee Collections	0.00
Hulburt Donation	0.00
Library Friends Donations	0.00
Medford Friends Book Shop Remodel	0.00
Library Foundation Donations	0.00
General Public Donations	0.00
OR Community Foundation- restricted	0.00
OR Community Foundation- non	0.00
EJ Smith Trust-Restricted	0.00
Ted Gerlock-Restricted	0.00
Carpenter Foundation-Restricted	0.00
Library Foundation Donations- CP	0.00
Oregon Community Foundation-	0.00
Kaleidoscope grant	0.00
Gebhard Estate	0.00
Restricted Grants- Misc.	0.00
Beginning Fund Balance-Unrestricted	0.00
Beginning Fund Balance-Restricted	0.00

Jackson County Library District
Statement of Revenues and Expenditures
From 7/1/2020 Through 7/31/2020

101 - General Administration

DRAFT

	Current Month
	<u>Actual</u>
Total Operating revenue	55,646.62
Total Operating Revenue	<u>55,646.62</u>
 Total Revenue	 <u>55,646.62</u>
 Expenditures	
Personnel Expenses	
Salaries and Wages	190,943.48
FICA and Medicare- payroll taxes	13,912.97
Worker comp- payroll taxes	442.36
Health/Dental Insurnace	60,513.32
Retirement Contribution	446.51
Payroll- SUTA	0.00
Leave Paid - Sick	605.99
Vacation accrual	11,329.79
Transition team	<u>0.00</u>
Total Personnel Expenses	278,194.42
Materials and Services	
Accounting Services	0.00
Auditing Services	0.00
Administrative Services	0.00
Bank Fees/Interest Expense	52.97
Consultant Fees	0.00
Background Checks	0.00
Elections	0.00
Insurance	40,309.00
Legal Services	0.00
Memberships, Dues and Subscriptions	0.00
Supplies	576.19
Postage	0.00
Travel- airfare, lodging, meals etc	0.00
Special fees and Expenses	0.00
Advertising/Legal Notices	0.00
In District Mileage	311.44
Professional Development	900.00
Alarm Services	2,111.22
Building Repair/Maintenance	395.87
Custodial Services	0.00

Jackson County Library District
Statement of Revenues and Expenditures
From 7/1/2020 Through 7/31/2020

101 - General Administration

DRAFT

	Current Month
	Actual
Custodial Supplies	0.00
Landscape Services	0.00
Maintenance Services	0.00
Security Services	0.00
Signs and Signal Materials	0.00
Building Repair/Maintenance- B-7	0.00
Fees- Lindberg Note	6.00
Copier Expense	0.00
Equipment Repair/Maintenance	93.78
Facility Furnishing Expense	0.00
Minor Equipment	0.00
Computers and technology	0.00
Supplies and Expenses-Facilities	0.00
Computer Software and Licensing	28,056.96
Transition expenses	0.00
LS&S Contract	100,000.00
Library Materials	0.00
City Participation	0.00
Strategic Plan Initiative	0.00
E Rate Services	0.00
Unique Management Services	0.00
Comic Con	0.00
LS &S- digital library staff	0.00
SOHS contract	0.00
Advertising	0.00
JCLF contract	0.00
Branch Support	0.00
Professional Services	0.00
Electricity	0.00
Natural Gas	0.00
Garbage Service	0.00
Water and Sewer Service	725.77
Street and Storm Drain Fees	1,439.92
Telecom-Voice and LD	67.49
Telecom-Wide Area Network	8,700.00
Telecom-Internet Services	1,925.00
Municipal Assessments	39.37
Telecom- Hot Spots	4,371.20

Jackson County Library District
Statement of Revenues and Expenditures
From 7/1/2020 Through 7/31/2020

101 - General Administration

DRAFT

	Current Month
	<u>Actual</u>
Maintenance & Fuel for Vehicles	0.00
Hulburt Donation	0.00
Library Friends Donations	0.00
Library Foundation Donations	0.00
General Public Donations	0.00
OR Community Foundation-restricted	0.00
EJ Smith Trust Books	0.00
Gerlock Trust Books	0.00
Carpenter Foundation Books	0.00
Ready to Read Grant	0.00
Kent Family Trust	0.00
Library Foundation Donations- CP	0.00
Lindberg Estate expense	0.00
2018 Ready to Read Grant	0.00
Kaleidoscope grant expenditures	0.00
Gebhard Estate expenditures	0.00
Restricted grants- expenses	<u>0.00</u>
Total Materials and Services	190,082.18
Other expenditures	
Capital Outlay	0.00
Contingency	0.00
Ending Fund Balance	<u>0.00</u>
Total Other expenditures	0.00
Transfers to CIF	
Transfer to Capital Improvement Fund	<u>0.00</u>
Total Transfers to CIF	<u>0.00</u>
Total Expenditures	<u>468,276.60</u>
Net Revenue Over Expenditures	<u>(412,629.98)</u>



Director's Report August 2020

Branches – Library Services

While physical distancing is forefront at the branches, staff are finding creative ways to assist patrons who need help to complete important tasks on the public computers. The common thread in these interactions has been filings taxes, since the deadline was extended to July 15; printing legal forms; unemployment applications, including the Pandemic Emergency Unemployment Compensation program; résumé writing and job applications; and other job-related needs, such as printing food-handler's permits or DMV records. Staff have also helped patrons with important milestones. Adult Services Librarian Danielle Ellis helped a patron through the process of researching car insurance and taking practice written driving tests, because the patron was able to afford a car again after going years without one. Another patron called the Central Point Library from a car dealership, and Branch Manager Marne Kapule used the digital magazine collection Flipster to access *Consumer Reports* to answer the patron's questions about the cars she was considering buying. Adult Services Librarian Kayla Samnath taught a regular patron who is deaf how to send photos from her phone to her email and how to format a document for a love letter the patron was writing—achieved with a little American Sign Language (ASL), a little note writing, and physical distancing. Ms. Samnath and colleagues worked together to help a couple who were struggling to format a funeral program for a family member's service after they had given up on creating it the way they had envisioned. These specific examples represent a small slice of the daily service that staff are providing to patrons within the challenging parameters of the pandemic.

Patrons have been expressing their appreciation for having access to library resources. Patrons who are paying down fees from lost or damaged items are grateful that they can access the digital collection, databases, and the public computers even with fees in excess of \$25. Two Rogue River patrons thanked staff for access to the computers: once when a patron shared that she would not have been able to apply for unemployment without computer access; and again when a patron announced that he had gotten a job, due in part to free computer access at the library. The Ashland Teen Department computers are especially busy at the beginning of each day, and plans are being made to add more stations in that area when the library is back to full service. Eagle Point, Ashland, and Medford have hosted the Census Bureau in their push to get Census workers onboarded and trained.

Staff are learning new ways to enforce the mask mandate with patrons and are finding that most people are understanding and cooperative, although the challenge was initially made harder with the new mask mandate that went into effect on July 24. Front Door Service (FDS) was added at all branches on that day to provide library services to patrons who require accommodation because they cannot wear a mask or face shield while inside the buildings. Branches have reported low usage of FDS; nevertheless, they appreciate having an alternative in place. The amount of materials being placed on hold has maintained a steady pace since the initial surge that occurred when the libraries first reopened.

Staff continue to suggest reading materials through blog posts, book lists, and book displays. Adult Services Librarian Carrie Tannehill continues her efforts to enrich the community with popular local history offerings and has partnered with SOHS for a display on Pinto Colvig, aka Bozo the Clown, who was a local celebrity. The Windows in Time program, “Our Search for Historic Markers in Jackson County,” maxed out its 100-seat registration. Phoenix Branch Manager Jody Fleming turned her in-person educational activities into informational packets that include 40 different themes. The packets are filled with photos relating to the theme along with word searches and crafts, and hundreds of these have been picked up by patrons.

Several Area Managers have been working with community organizations for the Library’s hosting of the annual—and now virtual—Emergency Resources Fair. This event normally takes place at the Rogue Valley Mall; when it was slated to be canceled, Area Manager Charlene Prinsen suggested it go virtual, with the library hosting the panelists on the JCLS Zoom channel. Numerous presentations are planned, and emergency preparedness kits will be available to 500 participants. These kits will be available for pick up during the week leading up to the event on September 19 at the Medford, Ashland, Eagle Point, and Rogue River Libraries.

Area Manager Charlene Prinsen met with the Chairman of the Eagle Point and Upper Rogue Community Foundation to discuss the Library’s possible contribution to such community events as the Showa, Japan homestay, and Eagle Point High School exchange program. Ms. Prinsen is also looking into opportunities for the library to participate in the renewed effort to bring the Butte Creek Mill renovation to completion. Area Manager Kristin Anderson has been invited to serve on the steering committee of the AARP Age-Friendly Community initiative in its work toward building on Ashland’s livability for its older residents.

Administration – Systemwide

Youth Services Coordinator Brystan Strong penned an article that appeared in *OLA Quarterly*: http://journals3.library.oregonstate.edu/olaq/article/view/vol25_iss4_7/1351

Marketing’s six-week ad campaign with the *Medford Mail Tribune* continued in July with a Digital Display ad on mailtribune.com, a Home Page takeover for a day on both the Mail Tribune site and ashlandtidings.com, a highlight as their Business of the Day on Facebook, and a final 1/4-page print ad. All told, the campaign received nearly 200,000 views/impressions for library services, making it one of, if not the biggest, ad campaign in the library’s history. KTVL also ran a story about the increase in library cardholders during the pandemic (<https://ktvl.com/news/local/jackson-county-library-sees-increase-in-memberships-amid-covid-19>) and the Mail Tribune ran an article on the Windows in Time program on hunting for historical markers (<https://mailtribune.com/news/top-stories/history-hunting-ashland-couple-has-unusual-hobby>).

Library Director Kari May attended a webinar with Austin (TX) and Toledo (OH) library directors entitled “Library Leadership through a Crisis,” a panel discussion during which the directors discussed how they have prepared for safely reintroducing library services and taking care of their staff during the pandemic. Ms. May also attended a roundtable discussion with Library Directors across the country, the main topic of which was equity, diversity, and inclusion in the workplace.

Assistant Director Claudine Taillac and Ms. Strong met with Mark Angle-Hobson and Coree Kelly from SOESD to learn how the Library can support students and educators as schools return to online-only instruction and then eventually to a hybrid model. An action plan for librarians and the Digital Services Team was created from that meeting. Resources specific to the needs of students and teachers will be developed and presented by Ms. Strong and Ms. Taillac at the monthly SOESD meeting on September 10. Resources for new-to-homeschooling families will also be developed, including virtual workshops to introduce parents to the Library's educational databases.

Support Services

IT is making changes to how it manages staff computers in response to new workflows because of the pandemic. To better support staff who need to work from home at times, laptops are being deployed to key personnel rather than desktop computers. This will allow staff to easily work from home while accessing necessary Library tools in a secure environment. Laptops as workstation computers will also reduce the need for additional webcams, microphones, and headphones as laptops have those tools built in.

Collection Development Librarian Wende Glimpse helped coordinate the new Support Services training for all new JCLS employees. This training was designed to help new employees understand many of the back-of-house functions that the Support Services departments provide to both patrons and staff members. The recent new hires appreciated learning about the roles that Support Services plays at JCLS.

Ms. Glimpse worked with Ms. Strong to apply for and win a grant for age-appropriate books for children in celebration of the centennial of Women's suffrage. JCLS is one of 6000 libraries nationwide to receive the grant. <http://www.ala.org/news/press-releases/2020/05/ala-partners-women-s-suffrage-centennial-commission-donate-6000-book-sets>

The Digital Services team has been learning about various aspects of Office 365, including Teams and SharePoint, to help provide information and training for staff. They are also examining the different apps that are included with the service (Planner, Streaming, etc.) to determine which might be best-suited for department workflows and to identify the best training videos to incorporate into staff training through Niche Academy. The Digital Services and IT teams will lead staff training on Office 365 at the Regional meetings in August.

Due to the changed dynamics with one-on-one appointments caused by the pandemic, Digital Services staff will start taking shifts at the Medford Reference Desk to assist patrons with technology needs. Library Associates Nicole Vukcevic and Leia Pastizzo have taken on the main day-to-day tasks of email and phone support, as well as managing the Kindle and Hotspot hold requests and refreshing the devices for the next checkout.

Digital Services staff will take the lead on rolling out the Library of Things (LoT) in August. The former RCC Circulation Area will be the new home for all LoT materials. The library will be moving to a centralized management of the items in the Library of Things, and delivery and pick-up will be available at all branches.

The RFP for the Integrated Library System (ILS) was issued on August 1, and responses are due August 31. In preparation for the eventual migration to a new system, Director May talked with partner Rogue Community College regarding the fines on overdue RCC materials for library patrons, and RCC agreed to

waive fines, effective immediately. All existing fines will be waived in September as part of efforts to increase active library card holders during Library Card Sign Up Month.

Adult Services

JCLS Adult Services provided virtual book club meetings and presented virtual programs on topics including social media, crossword puzzles, burlesque, and more. Bestselling author Max Brooks joined JCLS Adult Services Coordinator Carrie Turney Ross via Zoom on July 8 to discuss his latest novel *Devolution: A Firsthand Account of the Rainier Sasquatch Massacre*. Questions from patrons poured in during the hour-long program, and Mr. Brooks's answers were thoughtful and entertaining. One patron, responding to the post-program survey, said, "This program was an eye opener to me about the work and thoughts that go into crafting a well written novel. It was an absolute pleasure listening to Max Brooks!" During the author talk, JCLS announced "Searching for Sasquatch," where Jackson County residents could find wooden rounds with an image of Sasquatch in rural and city parks to receive a signed copy of *Devolution*. This promotion got a lot of social media attention, becoming one of the biggest posts on all three platforms in terms of engagement and likes. The [recording](#) of the program has been viewed more than 30 times and can be found on the JCLS YouTube page.

Business Librarian Elanna Erhardt collaborated with Digital Services Specialists Laura Irwin and Nicole Vukcevic for two programs: Social Media for Small Business and Google Drive for Small Business. Both programs empowered small business owners to collaborate and communicate in new ways. Ms. Erhardt worked with Common Block Brewing Company for Books & Brews, which paired craft beers with novels. The participants purchased a special flight of brews from Common Block in advance of the program and participated in a lively virtual discussion about both brewing and books.

As part of the "Year of the Woman" programming, Laurie Kurutz, Professor of Costume Construction and the Costume Shop Supervisor at Southern Oregon University, presented "Oregon Burlesque Revealed" to 40 patrons. Kurutz discussed her research in Oregon burlesque and why many of the burlesque performers she interviewed over the last year were drawn to this unique artform that incorporates performance, social justice, and identity expression.

Library Specialist Carolyn Maloney, Library Associate Paula Bandy Hickman, and Branch Manager Christine Grubb have served as Census Ambassadors for the JCLS Census Assistance Center program since June. In July, they traveled to twelve branches to spread the word about the 2020 Census and help patrons access the online questionnaire. They spoke to 79 patrons about the census.

At Home Services (AHS) Specialists Kateri Warnick and Chantel Ullrich continue to send materials by mail to patrons who cannot come to the library due to age or illness. In July, nine new patrons were added to the service, five of whom signed up for new library cards. One resident at Weatherly Inn requested that ten applications be sent to her so she could give them to her friends in the senior living facility. Four of the new AHS patrons added in July were a direct result of this patrons' efforts. Relatives who do not live in Jackson County have been calling to find out about AHS for their loved-ones who do live in the area. Over the last several months, Ms. Ullrich and Ms. Warnick worked with Ms. Turney Ross to develop a new application process that allows them to better understand the needs and reading preferences of the individuals signing up for the service. They also worked with Marketing Coordinator Ryan Bradley to create a new promotional card to spread the word about AHS and a new template for the monthly

newsletter sent out to all AHS patrons. Ms. Ullrich assisted Rogue River Estates residents in starting a book club using JCLS book club bags.

Youth Services

With just a few weeks to go in the 2020 Summer Reading Program, JCLS currently has 1,234 registrants. Those registrants have read 16,076 books and 172,673 minutes, written 841 reviews, and have earned 5,453 badges. Badges are earned when readers achieve goals, such as time spent reading or books read, number of book reviews written, or by attending virtual programs or watching a storytime or book talk.

The Storytelling Guild’s Children’s Festival was significantly pared down this year from its normal magical transformation of Britt Gardens to an innovative partnership with JCLS: “2020 Children’s Festival in a Bag.” To avoid canceling all the fun, the Guild decided to take some of the crafts planned for the festival and create a “Festival in a Bag.” The Jacksonville, Medford, and White City Libraries were pick-up sites for the more than 500 bags distributed to families over the 3 days that the “festival” took place.



Jacksonville Library Festival in a Bag Pick-up



White City Library Festival in a Bag Pick-up

Teen services staff continue to have success with their digital programming. Each program brings in the regulars, but a few new faces as well. Jackson County teens have been enjoying doing the projects and “hanging out” with each other in the digital space. One highlight from the teen summer programs include a boy who shared with the group that he read his first graphic novel. Central Point Library Specialist Reev Solis has begun reaching out to patrons who were participating in the Girls Who Code Club, and he attended a training on how to transform a coding program to a virtual platform.

For the younger kids, Take & Makes continue to be a huge success. Systemwide over 400 were handed out in July. Kids also enjoyed a weekly storytelling program called “Lifting Up the Sky: Tales of Heroes, Hope, and Wonder for All Ages,” hosted by professional storyteller Will Hornyak. In these programs, Hornyak shared tall tales, folktales, fables, and myths from all around the world—with some good old-fashioned knock-knock jokes thrown in for good measure. These programs were participatory, and attendees got to join in by telling stories and sharing some of their favorite jokes with the group. Ms. Strong created a web form that allows parents to note their child’s interests so that staff can select appropriate board books for families. Typically these books are chosen through browsing, and browsing can be a challenge these days with little ones.

Outreach to Child Care (OCC) continues to deliver book bags to the providers who were receiving services before the closures and are now serving as emergency childcare providers. This list is slowly expanding, as more of the formerly-served sites reopen under the emergency procedures and guidelines. OCC plans to expand book bag services to sites not served before the pandemic, including the YMCA. This interim service will continue during the COVID crisis and will be evaluated once the usual OCC service of book bags and storytimes can resume.

Administrative Services

New Human Resources Assistant Michelle Ferguson dove right in when she started this month, verifying I9 documents through E-Verify and providing HR Manager Brynn Fogerty with administrative support. Especially exciting is that Ms. Ferguson's position with the City of Phoenix introduced her to Incode 10, which is the same enterprise resource planning software that JCLS will be implementing this fall. Staff Development and Volunteer Services Coordinator Jessica Arenas has successfully transitioned JCLS's "Leadership University" to an online, pandemic-friendly format, with assistance from both Marketing and Digital Services.

Helping staff stay productive and healthy continues to consume much of HR Manager Brynn Fogerty's time; so, too, does the constant updating of the Pandemic Guide. Ms. Fogerty supports front-line supervisors and staff charged with enforcing the use of face coverings and physical distancing guidelines at the branches. Current HR initiatives include researching wellness and employee incentive programs; creating the new hire orientation and onboarding process; and updating and clarifying policies in the Employee Handbook.

Payroll Specialist Melissa Amaranthus and Accounting Specialist Elisabeth Campbell are attending Tyler University end-user training to learn how to process payroll and accounts payable in Incode 10. Senior Accountant Vicki Robinson and Assistant Director Lisa Marston have signed off on the Incode 10 configuration, ensuring Finance staff are prepared to perform parallel payroll the first week in September.

Operations Coordinator Crystal Zastera works closely with HR and Public Services staff to keep supplies stocked for COVID-related issues. In light of the shortage of disinfectant wipes, finding ways to keep hundreds of hands and surfaces virus-free requires creative sourcing solutions. Ms. Zastera has been steadfastly working to expand JCLS's network of suppliers. JCLS has received a COVID Relief Grant through the CARES Act, which reimburses the District for costs related to COVID-19 such as special cleaning supplies and masks.

Aside from final electrical wiring in Circulation's workspace, the first floor of the Medford Office Remodel project is now substantially completed, with new furniture installed in the Technical Services, IT, Courier, Circulation, and Outreach areas. JCLS expects to receive a final cost estimate and schedule for the second-floor renovation project by mid-August. The Safety Committee has been researching and prioritizing the installation of security cameras at more branches, prompted by a rising trend in vandalism, particularly at the White City branch. Due to concerns from public safety officials throughout the County, the committee continues to investigate Wi-Fi after hours. Ms. Zastera and Ms. May met with Jackson County Facilities Maintenance staff and White City Branch Manager Patti Proctor to discuss how to incorporate security measures into the White City capital maintenance project budgeted for this year.

Vacancy Report

Date Vacant	Vacated by	Position	Location	Hrs/Wk	Status	Date Filled	Name	Type (EXT/INT)
1/22/20	Amy Greenwold	Librarian 2 (Head of Adult Services)	Ashland	40	Interviewing			
2/20/20	Petra Lilley/Sean O'Grady	Library Clerk	Ashland	30	Projected recruitment begins 8/10/20			
5/15/20	Joy Hess	Library Clerk	Medford	20	Projected recruitment begins 8/10/20			
6/1/20	Holly Mills	Library Associate	Ashland	20	Under Recruitment			
6/9/20	Ben Lucas	Library Associate	Talent	20	Under Recruitment			
6/14/20	Kendra Matthews	Library Associate	Ashland	20	Under Recruitment			
6/17/20	Magdalene Sullivan	Library Associate	Ashland	20	Under Recruitment			
	New Position	Human Resources Assistant	Systemwide	40	Filled	7/27/20	Michelle Ferguson	EXT
	New Position	IT Technician	Systemwide	40	Filled	8/3/20	Jacob Spillman	INT
	New Position	Executive Assistant	Systemwide	40	Position Reposted 8/7/20			
	New Position	Library Associate – Collection Development	Systemwide	40	Filled	8/3/20	Rebecca Lazan	EXT
	New Position	Payroll Specialist	Systemwide	40	Filled	7/27/20	Melissa Amaranthus	EXT
	New Position	Accounting Specialist	Systemwide	20-29	Filled	7/31/20	Elisabeth Campbell	EXT
	New Position	Educational Services Specialist	Outreach	40	Projected Recruitment begins 8/10/20			

FY20 4th Quarter Report

During Q4, the Library was completely closed for the first month, April 1 to April 30. Stage 2 included Library Staff in building and virtual programming was introduced in earnest. Stage 3 – Front Door Service was in place from May 1 to May 17, which included hold pickup service only. Stage 4 – Lobby Services began May 18 and ran through June 7, which included hold pickup service from the Lobby only and computer access at the four hub libraries. Stage 5 – Limited In-Library Use – began June 8, which added browsing, self-service check-out, and access to desktop computers. The Library remained at Stage 5 for the rest of the quarter.

Hours Open: The Library's overall Hours Open this quarter decreased by 61%. Of the 12 weeks in Q4, the Library was completely closed for 6 weeks. For the remaining 6 weeks, all branches reopened at 50% decrease in hours for two weeks. Many of the smaller branches increased to full hours.

New Patron Count: With the reduced hours in Q4, it is not unexpected that the number new patrons decreased. All branches except Applegate and Butte Falls experienced a significant drop in new users. The drop was 61% in total new patrons. The average number of eCards throughout Q1, Q2 & Q3 for FY20 was 89. These numbers were not kept per branch yet, therefore there is only the average total for all branches. Comparing the eCard totals for FY20 Q4 per month to the rest of FY20 per month, eCards were up by 23% per month.

Digital usage has continued to increase even as the Library reopened, along with new digital users. The latter saw an increase of 32.6% per month in Q4. Hoopla usage has been increasing; however, since it is a Pay Per Use (PPU) service, we had to limit the number of allowable checkouts to stay within budget.

Circulation: Open Hours decreased in Q4 over same time last year by 61%, yet overall Circulation decreased by 42%. The decrease in Physical Circulation was offset by an increase in Digital Circulation. The significant increase in Digital Circulation of 46% can be attributed to a few factors. One, Support Services chose to promote Digital Collections in the Library Catalog by setting the search default to "Digital Materials." This meant that this was the only material that patrons would see upon first searching the catalog. The Library received two comments in writing and a few phone calls asking "why the library is only purchasing digital materials." Library staff were able to quickly calm fears and explain the situation. Two, rather than allow holds on materials to backlog and patrons becoming disheartened at not knowing when the library would reopen and they would be able to pick up materials, Library Administration took a bold step to temporarily stopped allowing online holds. A third crucial factor is the promotion of Digital Resources by Marketing and Public Services staff. They created easy to access resource guides <https://jcls.org/media-resources/stayhome> that was mentioned in news outlets, including the Mail Tribune.

Database Usage: Despite not having classes and reference desk promotion, database usage fell only by 10%. For this quarter, A-Z database reporting has been updated retroactively to reflect users rather than downloads, yet the platform still shows a dramatic increase. Novelist by EBSCO, a readers' advisory tool, has decreased due to how it now displays in the Bibliocommons catalog. Much of the novelist title information displays in the catalog without the need to click on the link and go directly to the database. Learning Express, a career and education test preparation tool, is a State sponsored resource that has also seen a significant decrease.

Library Visits: As the Libraries hours were reduced by 61%, the in -person visits were down 81%. What the library visits do not include are the Front Door Service visits. The new People Counters were installed mid-June, improving the accuracy of the numbers reported after the libraries reopened.

Programs & Outreach: All listed programs & outreach were held virtually. The statistics presented are for FY20 since there is not an apt comparison from FY19. They include recorded and live story time videos, live presentations and classes, and take & make kits. With no in-library programs, there were still over 3000 attendees online, at the front door, and on YouTube engaging with library staff. There was still an average of 10 people per program, while that number in the same time last year was 27 per program. Most of the programming loss was seen in Outreach to Childcare and Storytime programs throughout the system.

Social Media: April 2019 included Medford Comic Con, and the social media promotional cycle from March through April created a boom in followers that could not be replicated in 2020 without MCC.

**4th Quarter Report
April - June 2020**



Hours Open						
Branch	Q4 Total Standard Hours Open	April Closed	May - 2wks Open	June Open	Total Stage 4-5 Hours Open	Increase/Decrease
Applegate	192	0	32	64	96	-50%
Ashland	480	0	48	96	144	-70%
Butte Falls	120	0	20	40	60	-50%
Central Point	432	0	56	112	168	-61%
Eagle Point	336	0	40	80	120	-64%
Gold Hill	216	0	36	72	108	-50%
Jacksonville	288	0	36	72	108	-63%
Medford	480	0	48	96	144	-70%
Phoenix	264	0	44	88	132	-50%
Prospect	144	0	24	48	72	-50%
Rogue River	336	0	56	112	168	-50%
Ruch	216	0	36	72	108	-50%
Shady Cove	216	0	24	48	72	-67%
Talent	432	0	40	80	120	-72%
White City	264	0	32	64	96	-64%
Totals	4416	0	572	1144	1716	-61%

New Patrons					
Q4 Total Standard Hours Open	Q4 Total Stage 4-5 Hours Open	Branch	Q4 FY19	Q4 FY20	Increase/Decrease
192	128	Applegate	9	15	67%
480	192	Ashland	449	214	-52%
120	80	Butte Falls	1	2	100%
432	224	Central Point	327	88	-73%
336	160	Eagle Point	154	50	-68%
216	144	Gold Hill	42	12	-71%
288	144	Jacksonville	78	50	-36%
480	192	Medford	982	411	-58%
264	176	Phoenix	53	14	-74%
144	96	Prospect	9	4	-56%
336	224	Rogue River	103	34	-67%
216	144	Ruch	17	8	-53%
216	96	Shady Cove	48	22	-54%
432	160	Talent	121	30	-75%
264	128	White City	116	32	-72%
4,416	2,288	TOTALS	2,509	986	-61%

New Patrons eCards Only		
FY20 eCards Avg/Mo.	Q4 eCards Avg/Mo.	Increase/Decrease
	2	
	22	
	1	
	9	
	6	
	1	
	7	
	52	
	2	
	1	
	3	
	1	
	2	
	4	
	4	
89	117	23.93%

Standard Operating Hours			
Q4 Total Standard Hours Open	Population by Service Area	Branch	Q4 FY19
192	1,397	Applegate	5,769
480	26,491	Ashland	98,753
120	1,288	Butte Falls	1,420
432	27,233	Central Point	38,341
336	12,255	Eagle Point	17,752
216	5,291	Gold Hill	6,954
288	5,522	Jacksonville	16,193
480	87,134	Medford	138,832
264	10,529	Phoenix	11,892
144	1,085	Prospect	3,523
336	10,030	Rogue River	21,169
216	3,865	Ruch	6,842
216	6,934	Shady Cove	6,345
432	8,984	Talent	28,013
264	11,162	White City	8,002
4416	219,200	Sub Total-Physical	409,800
		Sub Total-Digital	65,829
		TOTALS	475,629

Stage 4 & 5 Operating Hours				
Q4 Total Stage 4-5 Hours Open	Population by Service Area	Branch	Q4 FY20	Increase/Decrease
96	1,397	Applegate	3,608	-37.46%
144	26,491	Ashland	46,246	-53.17%
60	1,288	Butte Falls	614	-56.76%
168	27,233	Central Point	14,539	-62.08%
120	12,255	Eagle Point	8,076	-54.51%
108	5,291	Gold Hill	2,443	-64.87%
108	5,522	Jacksonville	9,027	-44.25%
144	87,134	Medford	60,688	-56.29%
132	10,529	Phoenix	5,023	-57.76%
72	1,085	Prospect	1,329	-62.28%
168	10,030	Rogue River	8,766	-58.59%
108	3,865	Ruch	2,702	-60.51%
72	6,934	Shady Cove	2,864	-54.86%
120	8,984	Talent	11,618	-58.53%
96	11,162	White City	3,021	-62.25%
1716	219,200	Sub Total-Physical	180,564	-55.94%
-61%		Sub Total-Digital	96,196	46.13%
		TOTALS	276,760	-41.81%

New Digital Users						
Digital Resource	FY20 Avg/Mo	Apr'20	May'20	Jun'20	Q4 Avg/Mo	Increase/ Decrease
Hoopla	158	275	175	130	193	
Kanopy	217	300	375	175	283	
Overdrive	310	475	480	340	432	
Total New Digital Users	685	1050	1030	645	908	32.60%

Database Usage			
Database Name	Q4 FY19	Q4 FY20	Increase/ Decrease
Ancestry	2,660	6,403	141%
A-Z Databases	243	1,343	453%
Brainfuse - HelpNow	418	118	-72%
Brainfuse - JobNow	459	67	-85%
Candid FNO	0	41	100%
Cengage - Chilton Library	250	13	-95%
EBSCO All Other	1,299	1,051	-19%
EBSCO Novelist Plus	2,049	874	-57%
Gale All Other-State	850	252	-70%
Heritage Quest	4,982	3,034	-39%
Learning Express	1,445	65	-96%
Mango	991	1,261	27%
Niche Academy	813	976	20%
Value Line	4,983	3,731	-25%
TOTALS	21,442	19,229	-10%

Library Visits Standard Operating Hours			
Standard Hours Open	Population by Service Area	Branch	Q4 FY19
192	1,397	Applegate	4,100
480	26,491	Ashland	45,708
120	1,288	Butte Falls	1,361
432	27,233	Central Point	16,068
336	12,255	Eagle Point	8,849
216	5,291	Gold Hill	5,178
288	5,522	Jacksonville	10,125
480	87,134	Medford	86,299
264	10,529	Phoenix	7,612
144	1,085	Prospect	1,792
336	10,030	Rogue River	12,572
216	3,865	Ruch	5,224
216	6,934	Shady Cove	4,022
432	8,984	Talent	17,377
264	11,162	White City	8,689
4416	219,200	TOTAL Hours	234,972

Library Visits Stage 4 & 5 Operating Hours				
Q4 Total Stage 4-5 Hours Open	Population by Service Area	Branch	Q4 FY20	Increase/Decrease
96	1,397	Applegate	648	-84%
144	26,491	Ashland	7,297	-84%
60	1,288	Butte Falls	406	-70%
168	27,233	Central Point	2,468	-85%
120	12,255	Eagle Point	908	-90%
108	5,291	Gold Hill	630	-88%
108	5,522	Jacksonville	1,321	-87%
144	87,134	Medford	9,014	-90%
132	10,529	Phoenix	996	-87%
72	1,085	Prospect	438	-76%
168	10,030	Rogue River	1,943	-85%
108	3,865	Ruch	563	-89%
72	6,934	Shady Cove	682	-83%
120	8,984	Talent	1,703	-90%
96	11,162	White City	654	-92%
1716	219,200	TOTAL Hours	29,671	-87%

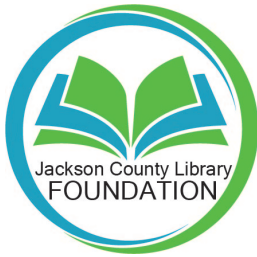
Virtual Visits			
Access Point	Q4 FY19	Q4 FY20	Increase/ Decrease
Catalog		86382	
Library of Things	100,177	6,741	
Website	108,664	108,740	
TOTAL Visits	208,841	201,863	-3.34%

Number of Programs	
Virtual Programs	Q4 FY20
Pre-Kindergarten	0
Children	14
Teen	18
Adult	51
Total Programs	83
Outreach Services	Q4 FY20
Pre-Kindergarten	64
Children	125
Teen	0
Adult	21
Total Outreach	210
TOTAL Programs & Outreach	293

Number of Attendees	
Virtual Programs	Q4 FY20
Pre-Kindergarten	0
Children	152
Teen	81
Adult	457
Total Program Attendance	690
Outreach Services	Q4 FY20
Pre-Kindergarten	1,027
Children	1,130
Teen	0
Adult	345
Total Outreach Attendance	2,502
TOTAL Programs & Outreach	3,192

Social Media New Followers Q4			
New Followers	Q4 FY19	Q4 FY20	Increase/ Decrease
Facebook	408	205	-49.75%
Instagram	140	83	-40.71%
Twitter	48	39	-18.75%
Total	596	327	-45.13%

Social Media Total Followers FY20		
FY19	FY20	Increase/ Decrease
2,950	3,580	21%
140	1,210	764%
48	912	1800%
3,138	5,702	82%



Jackson County Library FOUNDATION

Operations Report for the District Board- August 2020

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

Board Meetings:

The JCLF Board of Directors held a virtual board meeting on July 21, 2020. Elisabeth Campbell, Kari May, and Gerri Leinfelder were also in attendance.

The next meeting is scheduled for **August 18, 2020**.

Board Recruitment:

Gerri Leinfelder has joined the JCLF Board of Directors as of July 21, 2020.

The JCLF Board approved a revised Board Member Application which can be found here:

<https://www.jclf.org/board-recruitment>

JCLD/JCLF Relationship Committee:

The JCLF Board approved the appointment of Becky Versteeg and Michal Slate to the JCLD/JCLF Relationship Committee.

Marketing/Fundraising:

The print edition of the JCLF Donor Newsletter was mailed out on July 20, 2020. A digital copy is available here:

<https://www.jclf.org/our-newsletter>

An Impact Report for 2019 has been published on the JCLF website here: <https://www.jclf.org/impact>.

An e-newsletter was sent to all subscribers on June 23, 2020. A copy can be found here:

<https://www.jclf.org/our-newsletter>.

Finance:

Form 990 and Form CT-12 were submitted the week of August 3, 2020.

JCLF Office:

Operations Manager, Elisabeth Campbell, packed up and vacated the space JCLF has previously utilized as office space. All Foundation documents and property not checked out to Ms. Campbell or to the Jackson County Library District are currently stored in Rm 203 in the Medford Library (formerly the RCC Language Lab).

Attachments:

Financial Statements at 6/30/2020 (Semi-Annual)

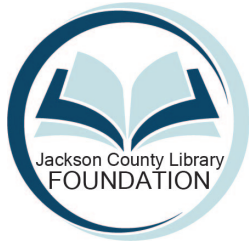
Statement of Financial Position

Statement of Activities

Cash Breakdown Custom Report

Changes in Restricted Fund Balances Quarterly

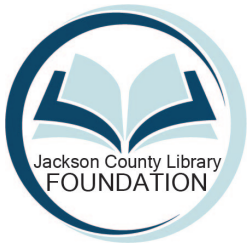
Report on the Use of Operating Funds Granted by the Jackson County Library District



Statement of Financial Position

As of June 30, 2020

	<u>2020</u>	<u>2019</u>
Assets		
Cash & Cash Equivalents	\$ 1,175,757.41	\$ 1,129,590.54
Prepaid Expenses	2,001.90	1,733.53
Endowment	<u>444,662.52</u>	<u>486,183.73</u>
Total Assets	<u><u>1,622,421.83</u></u>	<u><u>1,617,507.80</u></u>
Liabilities and Net Assets		
Liabilities		
Accounts Payable/Credit Card	4.35	513.68
Disbursements Payable	<u>25,908.14</u>	<u>41,604.48</u>
Total Liabilities	25,912.49	42,118.16
Net Assets		
With Donor Restrictions	773,806.02	731,391.76
Without Donor Restrictions	<u>822,703.32</u>	<u>843,997.88</u>
Total Net Assets	<u>1,596,509.34</u>	<u>1,575,389.64</u>
Total Liabilities and Net Assets	<u><u>\$ 1,622,421.83</u></u>	<u><u>\$ 1,617,507.80</u></u>



Statement of Activities

January 1, 2020 - June 30, 2020

	Without Donor Restrictions	With Donor Restrictions	Total 2020	Total 2019
Revenue and Support				
Contributions	\$ 4,193.79	\$ 32,006.91	\$ 36,200.70	\$ 311,920.35
Grants	-	28,500.00	28,500.00	74,134.35
Investment Earnings/Misc	6,268.85	-	6,268.85	21,270.64
Unrealized Gain (Loss) on Investment	(18,918.71)	-	(18,918.71)	76,471.97
In-Kind Donations	3,000.00	-	3,000.00	8,970.00
Net Assets Released From Restriction	23,704.76	(23,704.76)	-	-
	18,248.69	36,802.15	55,050.84	492,767.31
Expenses				
Programs and Disbursements				
Program Expense	1,620.00	-	1,620.00	3,378.70
Library Disbursements	4,342.63	-	4,342.63	82,676.58
Total Programs and Disbursements	5,962.63	-	5,962.63	86,055.28
Supporting Services				
Personnel Expenses	20,216.01	-	20,216.01	86,959.22
Management and General	7,470.10	-	7,470.10	23,154.96
Fundraising	282.40	-	282.40	14,781.27
Total Supporting Services	27,968.51	-	27,968.51	124,895.45
Total Expenses	33,931.14	-	33,931.14	210,950.73
Net Income (Change in Net Assets)	\$ (15,682.45)	\$ 36,802.15	21,119.70	281,816.58
Net Assets, beginning of period			1,575,389.64	
Net Assets, end of period			1,596,509.34	
Net Assets, end of period per Statement of Financial Position			1,596,509.34	
Net Assets, end of period per Statement of Activities			\$ 1,596,509.34	
Net Asset Variance			-	

Cash Flow Breakdown Custom Report

YTD June 30, 2020

Without Donor Restrictions

Sources of Cash

Contributions	\$	4,193.79	
Grants		27,500.00	<i>(Grant restricted to operations)</i>
Misc Income		-	
Investment Income		<u>9,783.74</u>	

Total \$ 41,477.53

Uses of Cash

Personnel Expense	(20,216.01)	<i>(Above grant applied to personnel)</i>
Direct Program Expenses	(3,240.00)	
Management & General	(3,636.21)	
Fundraising	<u>(273.99)</u>	

Total (27,366.21)

Excess (Deficit) of Cash \$ 14,111.32

With Donor Restrictions

Sources of Cash

Contributions	2,006.91
Grants	<u>31,000.00</u>

Total 33,006.91

Uses of Cash

Direct Purchases	(142.63)
Program Disbursement	(13,813.65)
Branch Disbursement	<u>\$ (6,082.69)</u>

Total (20,038.97)

Excess (Deficit) of Cash 12,967.94

Total Change in Cash

27,079.26

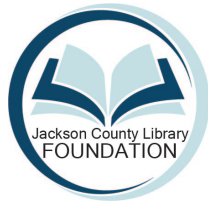
Beginning Cash 1/1/2020 158,076.80

Ending Cash 6/30/2020 \$ 185,156.06

Total Change in Cash

\$ 27,079.26





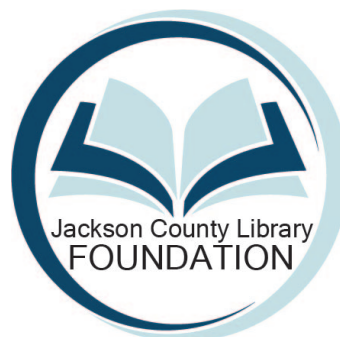
Changes in Restricted Fund Balances Quaterly 2020

Restricted Funds Held by JCLF	Fund Balances at 12/31/2019	Fund Activity Q1 2020	Fund Activity Q2 2020	Fund Balances at 6/30/2020
Branch - Applegate Fund Balance	\$ 1,552.89	\$ -	\$ -	\$ 1,552.89
Branch - Ashland Fund Balance	10,107.72	480.14	-	10,587.86
Branch - Butte Falls Fund Balance	1,316.10	-	-	1,316.10
Branch - Central Point Fund Balance	272.16	-	-	272.16
Branch - Central Point/Marks Bequest Fund Balance	135,102.04	(5,500.00)	-	129,602.04
Branch - Eagle Point Fund Balance	9,490.04	-	-	9,490.04
Branch - Gold Hill Fund Balance	3,967.01	-	-	3,967.01
Branch - Gold Hill/Children's Fund Balance	-	-	50.00	50.00
Branch - Jacksonville Fund Balance	3,801.27	-	-	3,801.27
Branch - Medford Fund Balance	1,074.43	-	100.00	1,174.43
Branch - Medford/Children's Fund Balance	3,604.75	(50.00)	-	3,554.75
Branch - Medford/Saunders Bequest Fund Balance	215,923.90	-	-	215,923.90
Branch - Phoenix Fund Balance	349.71	280.14	300.00	929.85
Branch - Phoenix/Children's Fund Balance	500.00	-	-	500.00
Branch - Prospect Fund Balance	1,255.50	-	-	1,255.50
Branch - Rogue River Fund Balance	588.79	-	-	588.79
Branch - Rogue River/Children's Fund Balance	500.00	-	-	500.00
Branch - Ruch Fund Balance	5,049.91	100.00	-	5,149.91
Branch - Shady Cove Fund Balance	3,396.92	500.00	-	3,896.92
Branch - Talent Fund Balance	7,999.37	-	-	7,999.37
Branch - White City Fund Balance	50,458.14	100.00	-	50,558.14
Branch - White City/Children's Fund Balance	500.00	-	-	500.00
Jackson County Library Programs Fund Balance	500.00	-	-	500.00
Outreach to Child Care Fund Balance	5,975.49	-	(2,000.00)	3,975.49
Outreach to Homebound Fund Balance	11,511.61	(1,253.60)	-	10,258.01
Outreach to Homebound/Restricted Grant Balance	9,185.00	-	-	9,185.00
Baby's First Book Fund Balance	25.00	1,000.00	-	1,025.00
Medford Comic Con Fund Balance	-	129.09	5,431.54	5,560.63
Collections Fund Balance	10,502.34	(4.00)	-	10,498.34
Collections/Restricted Grant Balance	2,045.00	-	-	2,045.00
Spark Space Fund Balance	(705.60)	705.60	-	-
Art Committee Fund Balance	1,647.20	-	-	1,647.20
Owens Bequest Outreach Fund Balance	212,949.94	-	-	212,949.94
Other Restricted Grants - Social Worker in the Library	-	-	30,000.00	30,000.00
Total Restricted Funds Held by JCLF	\$ 710,446.63	\$ (3,512.63)	\$ 33,881.54	\$ 740,815.54

**Report on the Use of Operating Funds Granted by the Jackson County Library District
As of June 30, 2020**

	Proposed	Actual
Initial Funding Installment	13,750.00	13,750.00
Executive Director Gross Salary July 2019	(4,583.34)	(4,583.34)
Executive Director Gross Salary August 2019	(4,583.33)	(4,583.33)
Executive Director Gross Salary September 2019	(4,583.33)	(4,583.33)
Second Funding Installment	13,750.00	13,750.00
Executive Director Gross Salary October 2019	(4,583.34)	(4,583.34)
Executive Director Gross Salary November 2019	(4,583.33)	(4,583.33)
Executive Director Gross Salary December 2019	(2,541.67)	(2,541.67)
Operations Manager Gross Salary December 2019	(2,041.67)	(2,041.67)
Third Funding Installment	13,750.00	13,750.00
Operations Manager Gross Salary January 2020	(2,291.67)	(2,291.67)
Operations Manager Gross Salary February 2020	(2,291.67)	(2,291.67)
Operations Manager Gross Salary March 2020	(2,291.67)	(2,291.67)
Final Funding Installment	13,750.00	13,750.00
Operations Manager Gross Salary April 2020	(2,291.67)	(2,291.67)
Operations Manager Gross Salary May 2020	(2,291.67)	(2,291.67)
Operations Manager Gross Salary June 2020	(2,291.67)	(2,291.67)
Operations Manager Gross Salary July 2020	(2,291.67)	
Operations Manager Gross Salary August 2020	(2,291.66)	
Operations Manager Gross Salary September 2020	(2,291.66)	
Operations Manager Gross Salary October 2020	(2,291.66)	
Operations Manager Gross Salary November 2020	(2,291.66)	
Operations Manager Gross Salary December 2020	(2,291.66)	
Balance of JCLD Operations Grant	-	13,749.97

The Jackson County Library Foundation continues to use all operating funds granted by the Jackson County Library District to directly offset expenses associated with critical staff positions.



Southern Oregon Historical Society
2020 Q2 Quarterly
Report Narrative
Summary

Visitors, Emails, and Phone
Contacts

The SOHS Research library was closed to the public during the second quarter (April, May, June) of 2020, but archivist Kira Lesley continued to field requests remotely, largely through scanning materials, and in some cases, mailing materials. Due to the unusual circumstances, and the fact that people could not conduct in-person research, we waived fees for sending scanned material. We assisted 62 patrons with research requests gathered over the phone, email, or mail. While this number is down from last quarter, Kira was working by herself, without the assistance of volunteers, and therefore spent significantly more time on each request.

The Research Library began a limited re-opening in July and intends to add more available hours, provided volunteers are available to safely staff the facility along with staff person Kira Lesley. So far we have seen an uptick in requests to use the research library throughout July and August, which will be reflected in the third quarter statistics.

During this time, volunteers and staff at SOHS have also fielded requests from media for stories about Southern Oregon's history with race relations. We have provided information and given interviews to JPR, KOBI and the Mail Tribune. We are happy to provide relevant materials and a historical perspective on timely issues of racial justice.

In addition, the SOHS Research Library was thrilled to receive an Oregon Museum Grant from the Oregon Parks and Recreation Department for the cataloging and digitizing of 2,700 glass plate negatives from Sawyer's postcard company in

Portland. Kira Lesley has begun laying the groundwork on the project, which is to be completed by April 2021.

SOHS Library Quarterly Statistics, January - June 2020

	On-site Research Visits			website Requests	E-MAILS	PHONE	LETTERS	Visitors, no research
	SOHS members	Jackson County residents	Others					
1st Quarter	51	88	1	24	79	80	2	54
January	28	35	1	20	30	27		20
February	19	44		3	15	33	1	23
March	4	9		1	34	20	1	11
2nd Quarter	0	0	0	12	30	14	8	0
April				2	8	4	2	
May				4	13	3	3	
June				6	9	7	3	

Website use for Southern Oregon Historical Society website (sohs.org)

sohs.org stats					
Month	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	877	1,633	40,692	67,734	3.02 GB

truwe.sohs.org stats

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
June-20	225	471	680	2,842	1.32 GB
July-20	269	342	482	2,979	1.37 GB
Aug-20	84	87	119	548	275.92 MB



Transition milestones in process or completed within the last month

Jackson County Library District - 2020 Roadmap

Report Date: 8/8/2020

Big Rocks	Key Milestone	Responsible	Scheduled		New	Status	Notes / Task Owners
			Start	Stop	Actual		
Staffing	Hire Library Administration Staff	LD, HR	Mar-20	May-20	Sep-20	Behind schedule	Exec Asst position reposted 8/7/20
Human Resources	Approve Retirement Plans	Board	Jun-20	Jun-20	Aug-20	On target	August 13, 2020 Board Meeting
	Production Assistance - Personnel Management	Tyler, HR	Oct-20	Oct-20			Early October
	Acceptance of Production - Employee Self Service	Tyler, HR	Oct-20	Oct-20			Mid October
	Implement Incode 10 HR Software*	Tyler, Finance/HR	May-20	Jun-20	Oct-20	On target	
Finance	Perform Parallel Payroll	Tyler, Finance	Sep-20	Sep-20			Early September
	Cutover Planning Session	Tyler, Finance	Sep-20	Sep-20			Late September
	Production Assistance - Financial Management	Tyler, Finance	Oct-20	Oct-20			Early October
	Acceptance of Production - Financial Management	Tyler, Finance	Oct-20	Oct-20			Mid October
	Implement Incode 10 Financial/Payroll software*	Tyler, Finance/HR	May-20	Jun-20	Oct-20	On target	
Medford Renovation	Medford renovation construction	Contractor	Mar-20	Jun-20		Behind schedule	Awaiting new schedule
	Renovation construction - first floor	Jackson County	Jun-20	Jun-20	Jul-20	Completed	
	Furniture installation - first floor	Jackson County	Jun-20	Jun-20	Jul-20	Completed	
	Renovation construction - second floor	Jackson County	Jun-20	Jun-20		Behind schedule	
	Furniture installation - second floor	Jackson County	Jun-20	Jun-20		Behind schedule	
	Move into new spaces	Staff	Jun-20	Jun-20		Behind schedule	

Completed Transition Milestones

Jackson County Library District - 2020 Roadmap

Report Date: 8/8/2020

Big Rocks	Key Milestone	Responsible	Scheduled		New	Status	Notes / Task Owners
			Start	Stop	Actual		
Staffing	Approve hiring Kari May as JCLS Library Director	Board	Jul-19	Jul-19		Completed	July 12, 2019
	Approve Kari May's employment contract	Board	Dec-19	Dec-19	Jan-20	Completed	January 9, 2020
	Hire HR Manager - recruitment by HR Answers	LD, DA	Dec-19	Mar-20	Feb-20	Completed	February 24, 2020
	Hire Administrative Services Staff	AD-AS, HR	Mar-20	May-20	Jul-20	Completed	
	Hire Public Services Staff	AD-PS, HR	Mar-20	May-20	Jun-20	Completed	
	Hire Support Services Staff	AD-SS, HR	Mar-20	May-20	Jun-20	Completed	
Communication	Provide initial letter to library staff	LD, LS&S, Board	Jul-19	Jul-19		Completed	July 29, 2019
	Provide update to staff on Staff Training Day	LD, LS&S, Board	Sep-19	Sep-19		Completed	September 18, 2019
	Provide quarterly update to staff	LD, LS&S, Board	Oct-19	Oct-19	Nov-19	Completed	November 7, 2019
	Provide first set of answers to FAQs	LD	Feb-20	Feb-20		Completed	February 21, 2020
	Provide weekly update to staff	LD, LS&S, Board	Jan-20	Jun-20		Completed	
	Provide additional answers to FAQs	LD, HR	Mar-20	May-20		Completed	
Human Resources	Approve contract with HR Consultant	Board	Sep-19	Sep-19		Completed	September 12, 2019
	Job market analysis, total compensation survey	HR Consultant	Sep-19	Oct-19	Nov-19	Completed	November 14, 2019
	Present salary/benefits recommendations to Board	HR Consultant	Oct-19	Oct-19	Nov-19	Completed	November 14, 2019
	Present HR staffing recommendations	HR Consultant	Nov-19	Nov-19		Completed	November 14, 2019
	Approve HR staffing recommendations	Board	Nov-19	Nov-19		Completed	November 21, 2019
	Approve HR information system	Board	Nov-19	Nov-19		Completed	November 21, 2019
	Approve salary schedule	Board	Nov-19	Nov-19	Feb-20	Completed	February 13, 2020
	Approve employee benefits	Board	Nov-19	Nov-19	Feb-20	Completed	February 13, 2020
	Present draft Employee Handbook to Board	HR, LD, DA	Mar-20	Mar-20		Completed	April 9, 2020
	Approve Employee Handbook	Board	Jan-20	Jan-20	Apr-20	Completed	April 23, 2020
Approve Premium Conversion Plan (Section 125)	Board	Apr-20	Apr-20		Completed	April 9, 2020	
Finance	Research accounting/HR/payroll solution	Finance Committee	Sep-19	Nov-19		Completed	November 14, 2019
	Approve accounting/HR/payroll system	Board	Nov-19	Nov-19		Completed	November 21, 2019
	Update Board on long-range financial plan	Finance Committee	Jan-20	Jan-20	Mar-20	Completed	March 2, 2020
	Approve alternative payroll processing solution	Board	Mar-20	Mar-20		Completed	March 12, 2020
	Tyler-Incode Current Future State Assessment	Tyler, Project Team	Mar-20	Mar-20		Completed	March 16-19, 2020
Policies	Approve board governance policies	Board	Jul-19	Jan-20	Mar-20	Completed	March 12, 2020
	Receive draft report of IT assessment	Planning Team	Aug-19	Aug-19		Completed	August 20, 2019
Technology	Present IT assessment and recommendations	IT Consultant	Sep-19	Sep-19		Completed	September 12, 2019
	Approve IT assessment and recommendations	Board	Oct-19	Oct-19	Sep-19	Completed	September 12, 2019
	Approve Contract with LS&S for Polaris ILS	Board	Oct-19	Oct-19	Nov-19	Completed	November 21, 2019
	Install/configure Tyler-Incode servers	IT, Tyler	Jan-20	Jan-20	Feb-20	Completed	February 5, 2020
	Select and migrate over to new email system	IT	Mar-20	May-20		Completed	June 13, 2020
	Migrate District website to jcls.org	IT, DA, Marketing	Feb-20	May-20		Completed	June 13, 2020
	All contracts transferred from LS&S in place	AD-SS, DA, Legal	Feb-20	Jun-20		Completed	June 30, 2020
	Approve FFA Architecture Design Proposal	Board	Aug-19	Aug-19		Completed	August 8, 2019
Facilities	Begin working on lease assignments, agreements	Legal Counsel	Sep-19	Sep-19	Jul-19	Completed	
	Approve facilities maintenance IGA with County	Board	Feb-20	Mar-20		Completed	March 12, 2020
	Approve buildings transfer, lease agreements	Board	Jul-19	Jun-20		Completed	June 25, 2020
	Approve renovation design and estimated Budget	Board	Dec-19	Dec-19		Completed	December 12, 2019
Medford Renovation	Approve B-7 to fund design/architecture	DA	Jan-20	Jan-20		Completed	January 14, 2020
	100% Construction Drawings	ORW	Jan-20	Jan-20	Feb-20	Completed	February 14, 2020
	Construction Invitation to Bid (ITB) advertised	Jackson County	Feb-20	Mar-20		Completed	February 19, 2020
	Evaluate LS&S Collections Mgmt (CM) system	LD	Oct-19	Mar-20		Completed	March 31, 2020
Collections	Propose CM solution to Board	LD	Mar-20	Apr-20		Completed	April 9, 2020



August 13, 2020

Title: Facilities Transfer - Transfer of Driveway Easement and Intergovernmental Agreement for Maintenance of Driveway

From: Jacquelyn Bunick

Recommendation:

District legal counsel recommends Board approval of the attached Transfer of Driveway Easement and Intergovernmental Agreement for Maintenance of Driveway.

Budget Impacts:

Driveway maintenance, as needed, to be shared by the District and the City of Eagle Point. The easement is small (30ft x 15ft) so maintenance costs should not be substantial.

Policies, Plans, and Goals Supported:

Continuation of the effort to provide for a smooth transfer of all County interests in library facilities from the County to the District.

Background and Additional Information:

Eagle Point provided Jackson County with an easement across City property to access the Eagle Point Branch Library when it was constructed. The Transfer of Driveway Easement assigns the County's rights in the easement to the District with the permission of the City of Eagle Point.

Jackson County and the City of Eagle Point allowed a prior agreement for shared maintenance of the driveway easement to lapse so it could not be assigned to the District. The Intergovernmental Agreement for Maintenance of Driveway was prepared at the request of the City of Eagle Point in connection with their agreement to allow transfer of the easement to the District. The Agreement provides for any necessary maintenance to the easement to be handled by the City and the costs to be shared equally between the City and the District. The easement is approximately 30ft in length and 15ft in width.

Attachments:

1. Transfer of Driveway Easement
2. Intergovernmental Agreement for Maintenance of Driveway

TRANSFER OF DRIVEWAY EASEMENT

THIS TRANSFER OF DRIVEWAY EASEMENT (hereinafter the “Agreement”), is entered into by and between JACKSON COUNTY, a political subdivision of the State of Oregon, (hereinafter “COUNTY”), the JACKSON COUNTY LIBRARY DISTRICT, a library district organized pursuant to Chapters 198 and 357 of the Oregon Revised Statutes (the “DISTRICT”), and the CITY OF EAGLE POINT, a political subdivision of the State of Oregon (hereinafter the “CITY”) (collectively, the “Parties”).

RECITALS

WHEREAS, the CITY is the owner of certain real property commonly known as 17 Buchanan Ave. South, located within the City of Eagle Point (hereinafter the “City Property”).

WHEREAS, the COUNTY previously owned certain real property commonly known as 239 Main Street located within the City of Eagle Point upon which the Eagle Point Branch Library (hereinafter the “Library Property”) is presently located.

WHEREAS, on July 8, 2004, the CITY granted the COUNTY an easement over a driveway located on the City Property which is used as the primary vehicular access to the Library Property pursuant to the Right of Way Easement for Ingress and Egress recorded as Document No. 2004-044326 in the official property records of Jackson County, Oregon (hereinafter the “Driveway Easement”). A copy of the Driveway Easement is attached hereto as **Exhibit A** and incorporated herein by this reference.

WHEREAS the COUNTY transferred all of its right, title, and interest to the Library Property to the DISTRICT, effective July 1, 2020.

WHEREAS the DISTRICT will continue to operate a library, and engage in typical library purposes only, on the Library Property.

WHEREAS the COUNTY desires to transfer or assign to the DISTRICT and the DISTRICT desires to assume from the COUNTY the COUNTY’s rights, title, and obligations under the Driveway Easement.

WHEREAS the CITY desires for library operations to continue within the CITY and therefore desires to consent to the transfer of the Driveway Easement by the COUNTY to the DISTRICT.

NOW THEREFORE, in consideration of mutual promises set forth in this Agreement, the Parties agree as follows:

1. Transfer of Driveway Easement. For valuable consideration, receipt of which is hereby acknowledged, the COUNTY hereby Transfers to the DISTRICT all of its rights, title, and interest in, under, and to the Driveway Easement, effective as of July 1, 2020 (the “Effective Date”).

2 Acceptance. DISTRICT hereby accepts transfer of the Driveway Easement and further agrees to enter into an Intergovernmental Agreement for Maintenance of Driveway in the form attached hereto as **Exhibit B.**

3 Consent of City of Eagle Point. The CITY hereby consents to the transfer of the Driveway Easement from the COUNTY, as the existing Grantee, to the DISTRICT. Pursuant to this transfer, the DISTRICT shall assume the position as Grantee under the Driveway Easement. The CITY reaffirms the existence and enforceability of the Driveway Easement as to the DISTRICT, as Grantee, and releases the COUNTY from all interests it previously had in the Driveway Easement. The CITY further agrees to enter into an Intergovernmental Agreement for Maintenance of Driveway in the form attached hereto as **Exhibit B.**

IN WITNESS WHEREOF, the Parties have executed this Agreement with the intent that it be effective as of the Effective Date notwithstanding the actual date of signing or delivery of this Agreement.

JACKSON COUNTY

**JACKSON COUNTY LIBRARY
DISTRICT**

By: _____
Danny Jordan,
Jackson County Administrator

By: _____
Susan Kiefer, President

Dated: _____

Dated: _____

Approved as to Legal Sufficiency:

Approved as to Legal Sufficiency:

By: Pete Philbrick, Sr. Asst. County Counsel


By: Jacquelyn Bunick, District Counsel

CITY OF EAGLE POINT

By: 
Aaron Prunty
City Administrator

Dated: 7-27-20

Approved as to Legal Sufficiency:



By: Joseph E. Kellerman, City Counsel

INTERGOVERNMENTAL AGREEMENT FOR MAINTENANCE OF DRIVEWAY

THIS INTERGOVERNMENTAL AGREEMENT FOR MAINTENANCE OF DRIVEWAY (the "Agreement"), is entered into by and between the CITY OF EAGLE POINT (the "City") and the JACKSON COUNTY LIBRARY DISTRICT, a library district organized under Chapters 198 and 357 of the Oregon Revised Statutes (the "District"), and is effective as of July 1, 2020 (the "Effective Date").

RECITALS

WHEREAS, the City is the owner of certain real property commonly known as 17 Buchanan Ave. South, located within the City of Eagle Point (hereinafter the "City Property");

WHEREAS, the District is the owner of certain real property commonly known as 239 Main Street located within the City of Eagle Point upon which the Eagle Point Branch Library (hereinafter the "Library Property") is presently located;

WHEREAS, effective July 1, 2020, Jackson County transferred to the District all rights, title, and interest in, under, and to the Right of Way Easement for Ingress and Egress recorded as Document No. 2004-044326 in the official property records of Jackson County, Oregon (hereinafter the "Driveway Easement"). A copy of the Driveway Easement is attached hereto as **Exhibit A** and incorporated herein by this reference;

WHEREAS, the Driveway Easement permits use of a driveway, approximately 30ft in length and 15ft in width (hereinafter the "Driveway"), by the District for the primary vehicular access to the Library Property;

WHEREAS, the City and the District agree that maintenance of the Driveway should be a shared responsibility;

WHEREAS, ORS 190.010 allows a unit of local government to enter into a written agreement with any other unit of local government for the performance of any function and/or activity the local government has the authority to perform. Therefore, the District and City are jointly authorized to enter into such an agreement pursuant to Chapter 190 of the Oregon Revised Statutes; and

WHEREAS, the parties desire to enter into an intergovernmental agreement for the shared maintenance of the Driveway pursuant to ORS Chapter 190. The City hereby certifies that it meets the above eligibility criteria for such cooperation with the District, and the District hereby certifies that it meets the above eligibility criteria for such cooperation with the City.

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

AGREEMENT

Section 1 – Term

This Agreement shall be binding upon the parties as of the Effective Date. The term of this Agreement (“Term”) shall commence on the Effective Date and shall continue, unless the Agreement is sooner terminated, until June 30, 2050 (the “Expiration Date”).

Section 2 – Shared Maintenance Terms

2.1 Confer on Maintenance Needs. Representatives of the City and the District shall confer, as needed, to review the maintenance needs for the Driveway.

2.2 Provision of Maintenance. Should the City and the District agree that maintenance of the driveway is necessary, the City shall provide the maintenance, with a preference for use of city employees whose job description includes maintenance. If a third party is required to provide the maintenance, the City shall be responsible for contracting with the third party for provision of the agreed upon maintenance.

2.3 Costs. If the District and the City agree that maintenance of the Driveway is necessary, each party shall be responsible for 50% of the cost of the maintenance. As used herein, “cost of the maintenance” shall be only the actual cost paid by the City for the maintenance if performed by third parties and City in such event shall not include any overhead or administrative costs incurred by the City or create any profit for the City.

2.4 Invoice. The City shall provide the District with an invoice documenting the actual cost of the maintenance for any agreed-upon maintenance of the Driveway. The District shall remit payment to the City within 30 days of receipt of the invoice.

2.5 Damage. Should the actions of an employee, agent, or contractor of either party damage the Driveway, that party shall promptly repair the damage and be solely responsible for said repair in its entirety.

2.6 Substantial Damage/Destruction. In the event of substantial damage or destruction of the Driveway such that the cost of the necessary maintenance or repair exceeds 50% of the value of the Driveway before the damage or destruction, should the cost to repair the Driveway exceed the amount of any property insurance proceeds, the District shall be responsible for 50% of the remaining repair costs, and the City shall be responsible for 50% of the remaining repair costs.

Section 3 – Dispute Resolution

If either party believes the other is not fulfilling the performance obligations established by this Agreement, or in the event the parties fail to agree on whether maintenance of the Driveway is necessary, they shall first attempt to resolve the disagreement to their mutual satisfaction within a reasonable amount of time. In the event the parties cannot reach an agreement, they may, but are not required to, engage in mediation with a mediator residing in

Jackson County. In the event mediation takes place, each party shall pay its own attorney fees and share evenly the cost of the mediator's expense.

Section 4 – Audit and Inspections

In addition to the requirements set forth herein, the records relating to matters covered by this Agreement are subject to the inspection, review, or audit of either party at the request of either party, and at the expense of the requesting party, during the Term and for three years after termination or expiration. Such records will be made available to a requesting party during regular business hours of the party holding the records and within a reasonable period after the request.

Section 5 – Termination

Either party may terminate this Agreement by giving the other thirty days written notice before the actual termination date. Termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

Section 6 – Indemnification.

Each party shall indemnify the other from any claim, liability, or damage resulting from any error, omission, or negligent act on the part of the indemnifying party, its officers, employees, or agents, in the performance of its responsibilities under this Agreement; provided, however, the parties shall not be required to indemnify the other for any such liability arising out of the wrongful acts of the other's officers, employees, or agents.

Section 7 - Compliance with Law

The District and the City shall comply with all federal, state and local laws and ordinances as applicable to this Agreement.

Section 8 – Notice

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

IF TO THE DISTRICT:
Jackson County Library District
Attn: Library Director
205 South Central Avenue
Medford, Oregon 97501

//

//

IF TO THE CITY:
City of Eagle Point
Attn: City Administrator
P.O. Box 779
Eagle Point, OR 97524

Section 9 – Funds Available and Authorized

The District and the City have sufficient funds available and authorized for expenditure to finance the costs of this Agreement within their respective fiscal year budgets.

Section 10 – Miscellaneous

10.1 Jurisdiction and Venue. This Agreement has been made, and shall be construed, in accordance with the laws of the State of Oregon. The City and the District agree that any suit or action pertaining to the enforcement of the terms of this Lease shall be filed or brought in Jackson County, Oregon.

10.2 Successors. This Agreement shall be binding and inure to the benefit of any successor or assign of the City and/or any successor or assign of the District.

10.3 Headings. The section and subsection headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

10.4 Attorney Fees. Except as provided in Section 3, above, in any action or arbitration brought by the other party under this Agreement, the prevailing party shall be entitled to recover interest, costs, and reasonable attorney fees, as set by the court or arbitrator, or if on appeal, by the appellate court.

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

10.6 Partial Invalidity. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effective and shall in no way be affected, impaired, or invalidated thereby.

10.7 Non-Waiver. The failure of either party to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that either party may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of this Agreement thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant or condition of the Agreement. Any waiver, in order to be effective, must be signed by the party whose right or remedy is being waived.

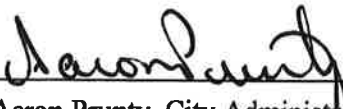
10.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one instrument.

10.9 Entire Agreement. This Agreement represents the entire agreement between the parties related to maintenance of the Driveway and shall supersede all previous communications, representations, or agreements, whether verbal or written, between the parties hereto with respect to such maintenance. Any modifications, changes, additions, or deletions to this Agreement must be approved by the parties in writing and attached and incorporated by reference into this Agreement.

IN WITNESS WHEREOF, the parties or their duly-authorized representatives have executed this Agreement with the intent that it be effective as of July 1, 2020, notwithstanding the actual date of signing or delivery of this Agreement.

CITY OF EAGLE POINT

JACKSON COUNTY LIBRARY DISTRICT

By: 
Aaron Prunty, City Administrator

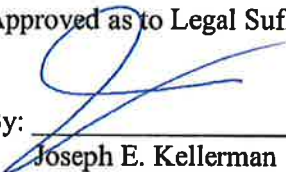
By: _____
Susan Kiefer, President

Dated: 7-27-20

Dated: _____

Approved as to Legal Sufficiency:

Approved as to Legal Sufficiency:

By: 
Joseph E. Kellerman

By: _____
Jacquelyn Bunick, District Counsel

EXHIBIT A

2004-044326
RE
08/03/2004 03:47:35 PM
NO FEE
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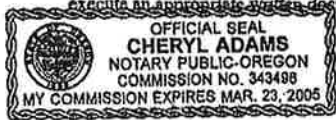
(4P)

RIGHT OF WAY EASEMENT FOR INGRESS AND EGRESS

For value received, City of Eagle Point, a municipal corporation, (Grantor), hereby grants to Jackson County, a political subdivision of the State of Oregon (Grantee), a nonexclusive easement, in perpetuity and not limited in duration, per the terms described below, over the Grantor's real property located at 17 Buchanan Street, Eagle Point, Jackson County, Oregon, Map ID# 361W03AB TL 12200, tax account number #10209739, further described in Exhibit A attached hereto. This easement is appurtenant to Grantee's real property located at 239 Main Street, Eagle Point, Jackson County, Oregon, Map ID# 361W03AB TL 4100, tax account number #10206715 further described in Exhibit B attached hereto (the "Dominant Estate). The easement consists of a driveway approximately 30 in length and 15 in width and a connection between Grantor's parking lot and Grantee's parking lot, all of which is located more or less by the arrow on Exhibit C, attached hereto.

The easement being granted is subject to any existing easements, rights and matters of record and is further subject to the following conditions:

1. This easement shall be for the specific purpose of ingress and egress, for typical library purposes only, to/from Grantee's library located on the Dominant Estate.
2. This easement shall terminate at the earlier of:
 - a. when Grantee shall have abandoned all use of the easement and no longer has any future need for it;
 - b. when Grantee sells, transfers, or otherwise disposes of its interest in the real property located at 239 Main Street, Eagle Point, Jackson County, Oregon Oregon, Map ID# 361W03AB TL 4100, tax account number #10206715, further described in Exhibit B; or,
 - c. when Grantee uses the easement other than for the specific purpose of ingress and egress, for typical library purposes only, to/from Grantee's library located on the Dominant Estate.
3. Grantor has the right to terminate, and to record a declaration of termination, of the easement upon the occurrence of any of the conditions set forth above, and Grantee or its appointed representative shall execute an appropriate written document reflecting release of all interests she has in the easement.



Susan E. Slack 7.28.04
Susan E. Slack, Jackson County Administrator
David A. Husnell

STATE OF OREGON)
) SS.
COUNTY OF JACKSON)

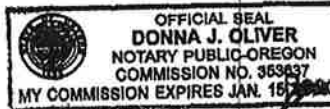
The foregoing was acknowledged before me this 28th day of July, 2004, by Susan E. Slack, County Administrator, who is known to me to be the same person who executed the within instrument and duly acknowledged the execution of same with the proper authority as the act of the County for the purpose therein stated.

Cheryl Adams
Notary Public
My Appointment Expires: 03-23-05

The foregoing was acknowledged before me this 28th day of JUNE, 2004, by DAVID A. HUSSELL who is known to me to be the same person who executed the within instrument and duly acknowledged the execution of same for the purpose therein stated.

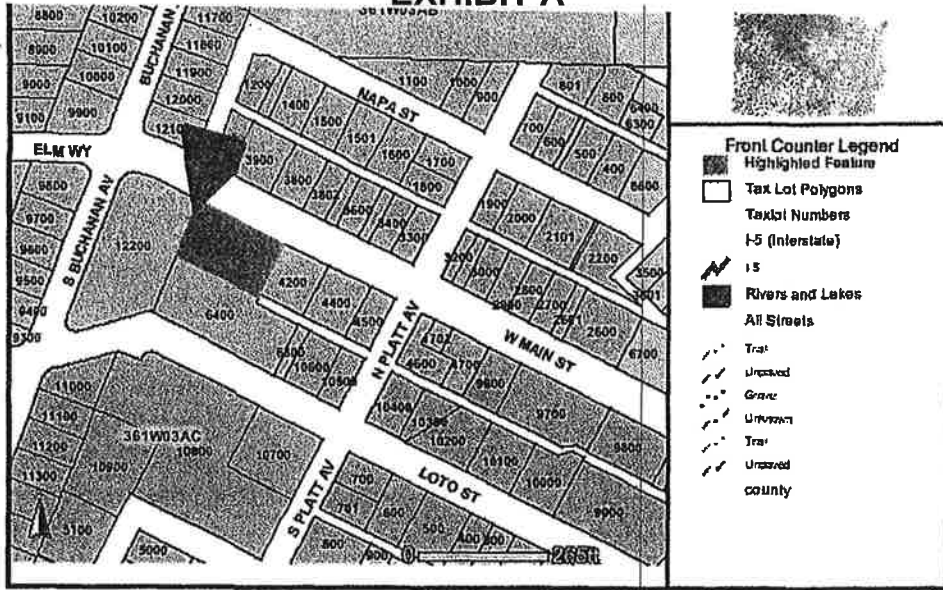
Donna J. Oliver
Notary Public
My Appointment Expires: 01-15-06

After Recording, Return to:
Jackson County Administrator's
Office 10 S Oakdale Medford OR
97501



Record Without Fee
By *Susan E. Slack*

EXHIBIT A



Close Window | Print Window

Exhibit C.
Page 1 of 1.

4-

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August 13, 2020

Title: Resolution 2021-03: Establishing a Governmental Money Purchase Plan and Trust
Resolution 2021-04: Establishing a 457 Governmental Deferred Compensation Plan

From: Finance Committee

Recommendation:

The Finance Committee recommends the Board approve Resolution 2021-03, Establishing a Governmental Money Purchase Plan and Trust; and Resolution 2021-04, Establishing a 457 Governmental Deferred Compensation Plan.

Budget Impacts:

The District budgeted \$335,736 in employer retirement contributions for this fiscal year. This year’s annual Plan Administration Fee is estimated at \$1,847.

Policies, Plans, and Goals Supported:

Offering a retirement package appropriate to be competitive in our geographic region and industry supports the District’s Total Compensation Philosophy adopted on February 13, 2020.

Background and Additional Information:

At the July 9, 2020 regular meeting, the Board accepted the recommendation of the Finance Committee to award an Administrative Services Agreement to ICMA-RC. Since then, the Finance Committee has reviewed the complete plan documents and met with ICMA-RC representatives to complete the attached 401a Plan Adoption Agreement and 457 Plan Optional Provisions Election Form. The complete set of plan documents are online at <https://jcls.org/jclid/agenda>. Once the Resolutions are approved by the Board, staff will begin working with ICMA-RC to implement the District’s retirement plans.

Attachments:

- Resolution 2021-03: Establishing a Governmental Money Purchase Plan and Trust
- ICMA-RC Governmental Money Purchase Plan & Trust Adoption Agreement
- Declaration of Trust of VantageTrust – 401(a) Plan
- Resolution 2021-04: Establishing a 457 Governmental Deferred Compensation Plan
- ICMA-RC 457 Governmental Plan and Trust Optional Provisions Election Form
- Declaration of Trust of VantageTrust – 457 Plan

RESOLUTION: 2021-03

A RESOLUTION ESTABLISHING A GOVERNMENTAL MONEY PURCHASE RETIREMENT PLAN AND TRUST

WHEREAS, THE BOARD OF THE JACKSON COUNTY LIBRARY DISTRICT FINDS:

- A. The District has employees rendering valuable services; and
- B. The establishment of a money purchase retirement plan benefits employees by providing funds for their retirement through an employer contribution and match and serves the interests of the District by enabling it to provide reasonable retirement security for its employees and by assisting in the attraction and retention of competent personnel; and
- C. The District desires that its money purchase retirement plan be administered by ICMA-RC and that the funds held in such plan be invested in VantageTrust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans.

BE IT RESOLVED:

- 1. That the District hereby establishes a money purchase retirement plan (the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan & Trust, pursuant to the specific provisions of the Adoption Agreement, attached hereto.
- 2. That the Plan shall be maintained for the exclusive benefit of eligible employees and their beneficiaries.
- 3. That the District hereby adopts the Declaration of Trust of VantageTrust, attached hereto, intending this adoption to be operative with respect to any retirement or deferred compensation plan subsequently established by the District, if the assets of the plan are to be invested in VantageTrust.
- 4. That the District hereby agrees to serve as trustee under the Plan and to invest funds held under the Plan in VantageTrust.
- 5. That the Library Director shall be the coordinator for the Plan; shall receive reports, notices, etc., from ICMA Retirement Corporation or VantageTrust; shall cast, on behalf of the District, any required votes under Vantage Trust; may delegate any administrative duties relating to the Plan to appropriate departments; and is authorized to execute all necessary agreements with ICMA Retirement Corporation incidental to the administration of the Plan.

The above resolution statement was approved by the Board of the Jackson County Library District and declared adopted this ____ day of _____, 2020.

By:

Attest:

Board President

Recording Secretary

Board Vote:

- Cathy Shaw _____
- Eric Dziura _____
- Susan Kiefer _____
- Jill Turner _____
- George Prokop _____

ICMA RETIREMENT CORPORATION

**GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT**



**ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT**

Plan Number 10- 0158 _____

The Employer hereby establishes a Money Purchase Plan and Trust to be known as Jackson County Library District 401(a) Plan
_____ (the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase
Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

Yes No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

I. Employer: Jackson County Library District

II. Effective Dates

1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: _____

(Note: An alternate effective date can be no earlier than January 1, 2007.)

2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:
July 1, 2020

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

There are no special effective dates noted in this adoption agreement.

(Note provision and effective date.)

III. Plan Year will mean:

The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

The twelve (12) consecutive month period commencing on July 1, 2020 and each anniversary thereof.

IV. Normal Retirement Age shall be age 60 (not to exceed age 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- All Employees
- All Full Time Employees
- Salaried Employees
- Non union Employees
- Management Employees
- Public Safety Employees
- General Employees
- Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) Regular Full-Time Employees and Regular Part-Time Employees

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) three (3) months.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is N/A (not to exceed age 21. Write N/A if no minimum age is declared.)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

A. Employer Contributions. The Employer shall contribute on behalf of each Participant 6.0 % of Earnings or \$ _____ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

are required are not required

to be eligible for this Employer Contribution.

B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

Yes No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

Yes No

Contribution Schedule.

- (i) _____ % of Earnings,
(ii) \$ _____, or
(iii) a whole percentage of Earnings between the range of 1% to 10% _____ (insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pick up is required if Option A is not selected).

Yes No (*"Yes" is the default provision under the Plan if no selection is made.*)

- C. Election Window (Complete if Option B is selected):
Newly eligible Employees shall be provided an election window of 60 days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

- A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____ % of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

- B. Variable Employer Match of Voluntary ~~After-Tax~~ Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

.5% % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding 4.0 % of Earnings or \$ _____);

¹ Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____% of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or 2.0% of Earnings, whichever is _____ more or _____ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

Yes No (***"No" is the default provision under the Plan if no selection is made.***)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

Bi-weekly payroll schedule

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

Bi-weekly payroll schedule

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

- A. Plan contributions will be made based on differential wage payments:

Yes No (***"Yes" is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

- B. Participants who die or become disabled will receive Plan contributions with respect to such service:

Yes No (***"No" is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

- 1. Overtime
 Yes No
- 2. Bonuses
 Yes No
- 3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:

- Yes No (*"Yes" is the default provision under the Plan if no selection is made.*)

2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.

Effective Date is _____.

(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.

Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

2. The Limitation Year is the following 12 consecutive month period: _____

3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. _____

(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

Period of Service Completed	Percent Vested	
Zero	0	%
One	20	%
Two	40	%
Three	60	%
Four	80	%
Five	100	%
Six		%
Seven		%
Eight		%
Nine		%
Ten		%

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):
 - Normal Retirement Age
 - Age 70½ (“70½” is the default provision under the Plan if no selection is made.)
 - Alternate age (after Normal Retirement Age): _____
 - Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.
 - Yes
 - No (“Yes” is the default provision under the plan if no selection is made.)

3. Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.
 - Yes
 - No (“No” is the default provision under the Plan if no selection is made.)

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.
 - Yes
 - No (“No” is the default provision under the Plan if no selection is made.)

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:
 - Yes
 - No (“No” is the default provision under the Plan if no selection is made.)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- All Eligible Employees
- Other: _____

Final Pay shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):

- 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____ % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute ____ % (insert fixed percentage of final pay to be contributed) or up to _____ % (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

- All Eligible Employees
- Other: _____

Accrued Leave shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):

1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

- For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).
- For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant _____% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to _____% (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

XVIII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this _____ day of _____, 20_____.

EMPLOYER

ICMA RETIREMENT CORPORATION
777 North Capitol St., NE Suite 600
Washington, DC 20002
800-326-7272

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

DECLARATION OF TRUST

This Declaration of Trust (the "Group Trust Agreement") is made as of the 19th day of May, 2001, by VantageTrust Company, which declares itself to be the sole Trustee of the trust hereby created.

WHEREAS, the ICMA Retirement Trust was created as a vehicle for the commingling of the assets of governmental plans and governmental units described in Section 818(a)(6) of the Internal Revenue Code of 1986, as amended, pursuant to a Declaration of Trust dated October 4, 1982, as subsequently amended, a copy of which is attached hereto and incorporated by reference as set out below (the "ICMA Declaration"); and

WHEREAS, the trust created hereunder (the "Group Trust") is intended to meet the requirements of Revenue Ruling 81-100, 1981-1 C.B. 326, and is established as a common trust fund within the meaning of Section 391:1 of Title 35 of the New Hampshire Revised Statutes Annotated, to accept and hold for investment purposes the assets of the Deferred Compensation and Qualified Plans held by and through the ICMA Retirement Trust.

NOW, THEREFORE, the Group Trust is created by the execution of this Declaration of Trust by the Trustee and is established with respect to each Deferred Compensation and Qualified Plan by the transfer to the Trustee of such Plan's assets in the ICMA Retirement Trust, by the Trustees thereof, in accord with the following provisions:

- (a) *Incorporation of ICMA Declaration by Reference; ICMA By-Laws.* Except as otherwise provided in this Group Trust Agreement, and to the extent not inconsistent herewith, all provisions of the ICMA Declaration are incorporated herein by reference and made a part hereof, to be read by substituting the Group Trust for the Retirement Trust and the Trustee for the Board of Trustees referenced therein. In this respect, unless the context clearly indicates otherwise, all capitalized terms used herein and defined in the ICMA Declaration have the meanings assigned to them in the ICMA Declaration. In addition, the By-Laws of the ICMA Retirement Trust, as the same may be amended from time-to-time, are adopted as the By-Laws of the Group Trust to the extent not inconsistent with the terms of this Group Trust Agreement.


Notwithstanding the foregoing, the terms of the ICMA Declaration and By-Laws are further modified with respect to the Group Trust created hereunder, as follows:

1. any reporting, distribution, or other obligation of the Group Trust vis-à-vis any Deferred Compensation Plan, Qualified Plan, Public Employer, Public Employer Trustee, or Employer Trust shall be deemed satisfied to the extent that such obligation is undertaken by the ICMA Retirement Trust (in which case the obligation of the Group Trust shall run to the ICMA Retirement Trust); and
 2. all provisions dealing with the number, qualification, election, term and nomination of Trustees shall not apply, and all other provisions relating to trustees (including, but not limited to, resignation and removal) shall be interpreted in a manner consistent with the appointment of a single corporate trustee.
- (b) *Compliance with Revenue Procedure 81-100.* The requirements of Revenue Procedure 81-100 are applicable to the Group Trust as follows:
1. Pursuant to the terms of this Group Trust Agreement and Article X of the By-Laws, investment in the Group Trust is limited to assets of Deferred Compensation and Qualified Plans, investing through the ICMA Retirement Trust.
 2. Pursuant to the By-Laws, the Group Trust is adopted as a part of each Qualified Plan that invests herein through the ICMA Retirement Trust.

3. In accord with the By-Laws, that part of the Group Trust's corpus or income which equitably belongs to any Deferred Compensation and Qualified Plan may not be used for or diverted to any purposes other than for the exclusive benefit of the Plan's employees or their beneficiaries who are entitled to benefits under such Plan.
 4. In accord with the By-Laws, no Deferred Compensation Plan or Qualified Plan may assign any or part of its equity or interest in the Group Trust, and any purported assignment of such equity or interest shall be void.
- (c) *Governing Law.* Except as otherwise required by federal, state or local law, this Declaration of Trust (including the ICMA Declaration to the extent incorporated herein) and the Group Trust created hereunder shall be construed and determined in accordance with applicable laws of the State of New Hampshire.
- (d) *Judicial Proceedings.* The Trustee may at any time initiate an action or proceeding in the appropriate state or federal courts within or outside the state of New Hampshire for the settlement of its accounts or for the determination of any question of construction which may arise or for instructions.

IN WITNESS WHEREOF, the Trustee has executed this Declaration of Trust as of the day and year first above written.

VANTAGETRUST COMPANY

By: 
Name: Paul F. Gallagher
Title: Assistant Secretary

RESOLUTION: 2021-04

A RESOLUTION ESTABLISHING A GOVERNMENTAL 457 DEFERRED COMPENSATION PLAN AND TRUST

WHEREAS, THE BOARD OF THE JACKSON COUNTY LIBRARY DISTRICT FINDS:

- A. The District has employees rendering valuable services; and
- B. The establishment of a deferred compensation plan for such employees serves the interests of the District by enabling it to provide reasonable retirement security for its employees, by allowing for more flexibility in retirement planning, and by assisting in the attraction and retention of competent personnel; and
- C. The District has determined that the establishment of a deferred compensation plan to be administered by the ICMA Retirement Corporation serves the above objectives; and
- D. The District desires that its deferred compensation plan be administered by the ICMA Retirement Corporation, and that some or all of the funds held under such plan be invested in VantageTrust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans;

BE IT RESOLVED:

- 1. That the District, pursuant to the optional provisions selected on the attached Election Form, hereby adopts the deferred compensation plan (the "Plan") in the form of the ICMA Retirement Corporation 457 Deferred Compensation Plan and Trust, attached hereto.
- 2. That the District hereby adopts the Declaration of Trust of VantageTrust, attached hereto, intending this adoption to be operative with respect to any retirement or deferred compensation plan subsequently established by the District, if the assets of the plan are to be invested in VantageTrust.
- 3. That the assets of the Plan shall be held in trust, with the District serving as trustee, for the exclusive benefit of the Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose.
- 4. That the District hereby agrees to serve as trustee under the Plan.
- 5. That the Library Director shall be the coordinator for this program; shall receive necessary reports, notices, etc. from ICMA Retirement Corporation or VantageTrust; shall cast, on behalf of the District, any required votes under VantageTrust; may delegate any administrative duties to carry out the plan to the appropriate departments, and is authorized to execute all necessary agreements with ICMA Retirement Corporation incidental to the administration of the Plan.

The above resolution statement was approved by the Board of the Jackson County Library District and declared adopted this ____ day of _____, 2020.

By:

Attest:

Board President

Recording Secretary

Board Vote

Cathy Shaw _____
Eric Dziura _____
Susan Kiefer _____
Jill Turner _____
George Prokop _____



457 Governmental Plan and Trust
Optional Provisions Election Form (March 2020)

Employers should execute this form to make elections, or change prior elections, related to optional provisions contained in the ICMA Retirement Corporation 457 Governmental Deferred Compensation Plan and Trust document. This form may also be used by plan sponsors utilizing an individually designed plan document.

Plan Number: 30 1369 Employer Plan Name: Jackson County Library District 457 Plan

I. PLAN DOCUMENT (If you are establishing a new plan, please skip this section.)

Our plan currently uses:

ICMA-RC's model plan document

An individually designed plan document

II. PLAN YEAR

The plan year will be (select one):

January 1 – December 31 (Default); or

The 12-month period beginning July 1
Month Day

III. ELIGIBILITY REQUIREMENTS

The following group or groups of Employees are eligible to participate in the plan:

All Employees (Default)

Full-time Employees

Salaried Employees

Non-union Employees

Management

Public Safety Employees

General Employees

Other Employees (specify the group(s) of eligible employees):

Regular Full-Time Employees and Regular Part-Time Employees

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer.

IV. LOANS

Loans are allowed under the plan.

Yes No (Default)

If you select "Yes" above, you must also complete and return the Loan Guidelines Agreement in the Loan Implementation Package for 457/401 Plan Sponsors.

V. DISTRIBUTIONS

- a. In-service distributions while employed with the Employer are permitted after a participant attains (select one of the options):

- Age 59½*
- Age 70½ (*Default*)
- Not permitted at any age

* If your plan uses ICMA-RC’s model plan document, by electing this option, you are amending Article VII, Benefits, subsection 7.11 to read as follows: “In-Service Distribution to Participants Age 59½ or Older. A Participant who has reached age 59½ and has not yet had a Severance Event, may, at any time, request a distribution of all or a part of his or her Account.

- b. In-service distributions of rollovers are allowed at any time:

- Yes (*Default*) No

- c. Tax-free distributions for the payment of qualifying insurance premiums for eligible retired public safety officers are available under the plan.

- Yes No (*Default*)

- d. Unforeseeable emergency withdrawals are permitted.

- Yes (*Default*) No

In applying the rules for unforeseeable emergency withdrawals, the determination of any unforeseen emergency shall include circumstances applying to a Primary Beneficiary.

- Yes (*Default*) No

VI. ROTH PROVISIONS

- a. The plan will offer Designated Roth Accounts as described in Article X.

- Yes No (*Default*)

[If No is selected, skip the remainder of this Section VI.]

- b. The plan will allow In-Plan Roth Conversions as provided in Section 9.05.

- Yes (*Default*) No

- c. Designated Roth Accounts will be available as a source for loans under the plan.

- Yes No or N/A (*Default*)

VII. AUTOMATIC ENROLLMENT

The plan will offer automatic enrollment.

- Yes No (*Default*)

If you select “Yes” above, further steps are required to implement this feature, including completing implementation forms. We will contact you.

VIII. DEFERRAL OF SICK PAY, VACATION AND BACK PAY (CHOOSE ANY/ALL THAT APPLY)

Participants may elect to defer:

- Accumulated Sick Pay
- Accumulated Vacation Pay
- Back Pay

Note: If no election is made, a Participant will not be able to defer any of these.

The Participant's election to defer accumulated sick pay, accumulated vacation pay, or back pay must be made before the beginning of the month in which these amounts would otherwise be paid or made available to the employee.

IX. EMPLOYER MATCH

Employer will match Elective Deferrals and Default Elective Deferrals ("Deferrals"), beginning with the first payroll period occurring 91 days after a Participant's first Deferral.

Yes ✓ No (*Default*)

[If No is selected, skip the remainder of Section IX. IF YES, COMPLETE ALL THAT APPLY].

Employer Percentage Match of Deferrals

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the plan):

_____ % of the Deferrals made on behalf of the Participant for the Plan Year (not including Deferrals exceeding _____ % of Earnings or \$ _____);

Plus _____ % of the Deferrals made on behalf of the Participant for the Plan Year in excess of those included in the above paragraph (but not including Deferrals exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer matching contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is (CHOOSE ONE) more less.

Employer Dollar Match of Deferrals

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the plan):

\$ _____ for each _____ % of Earnings or \$ _____ that the Employer contributes on behalf of the Participant as Deferrals for the Plan Year (not including Deferrals exceeding _____ % of Earnings or \$ _____);

Plus \$ _____ for each _____ % of Earnings or \$ _____ that the Employer contributes on behalf of the Participant as Deferrals for the Plan Year in excess of those included in the above paragraph (but not including

Deferrals exceeding in the aggregate % of Earnings or \$_____).

Employer matching contributions on behalf of a Participant for a Plan Year shall not exceed \$_____ or _____% of Earnings, whichever is

(CHOOSE ONE) more less.

X. MILITARY SERVICE ELECTIONS

- a. Plan contributions shall be made under the plan for differential wage payments (i.e., payments made by the employer to an individual performing military service that represents all or a portion of the wages he/she would have received).

Yes (*Default*) No

If yes is selected, this is effective beginning January 1, 2009 (or if later, the effective date of the Plan), unless another effective date is filled in here: _____

- b. A participant shall be deemed to have a severance from employment for purposes of eligibility for a distribution during any period of military service for more than 30 days.

Yes No (*Default*)

- c. A participant who dies or becomes Disabled (as defined in the plan) while performing qualified military service shall receive plan contributions as if the individual had resumed employment on the day preceding death or disability and then terminated employment on the actual date of death or disability.

Yes No (*Default*)

If yes is selected, this is effective for participants who died or became disabled while performing military service on or after January 1, 2007 (or if later, the effective date of the plan), unless another effective date is filled in here:

_____ (date cannot be prior to January 1, 2007)

XI. SPOUSAL CONSENT (APPLIES ONLY TO COMMUNITY PROPERTY STATES)

If your state is not a community property state, skip the remainder of Section XI.

Where spousal consent is required, it will apply to:

Only to persons who are married (*Default*)

- A person who is married, who is a domestic partner under state law, or who is a person in a civil union or other formally recognized personal partnership

A person who is married or who is a domestic partner under state law

A person who is married or is a person in a civil union or other formally recognized personal partnership

Note: This election applies only for plans in community property states requiring the consent of a spouse to name someone other than the spouse as a beneficiary, and only for determining who is treated as a "spouse" for this purpose and not for any other plan purposes.

XII. SUMMARY OF CHANGES

If you are making changes to an existing plan, please summarize the changes along with the effective dates of the changes below and identify the applicable *Optional Provisions Election Form* section number. If you are establishing a new plan, please skip this section.

- a. _____ Effective Date: ___/___/_____
- b. _____ Effective Date: ___/___/_____
- c. _____ Effective Date: ___/___/_____
- d. _____ Effective Date: ___/___/_____

XIII. EMPLOYER SIGNATURE

By signing, Employer confirms he or she is authorized to make the elections specified on this form.

Employer hereby appoints ICMA-RC as the non-discretionary Plan Administrator in accordance with the terms and conditions of the ICMA Retirement Corporation 457 Governmental Deferred Compensation Plan and Trust.

Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

Employer acknowledges that applicable state law may or may not allow for the addition of an Automatic Enrollment Feature in their 457(b) plan administered by ICMA-RC, and Employer assumes full responsibility for the decision to add such a feature to their plan.

Employer Signature: _____

Date (mm/dd/yyyy): ___/___/_____

Name (Please Print): _____

Title: _____

Preferred Phone Number: (_____) _____

Email Address: _____

Plan Number: _____

DECLARATION OF TRUST

This Declaration of Trust (the "Group Trust Agreement") is made as of the 19th day of May, 2001, by VantageTrust Company, which declares itself to be the sole Trustee of the trust hereby created.

WHEREAS, the ICMA Retirement Trust was created as a vehicle for the commingling of the assets of governmental plans and governmental units described in Section 818(a)(6) of the Internal Revenue Code of 1986, as amended, pursuant to a Declaration of Trust dated October 4, 1982, as subsequently amended, a copy of which is attached hereto and incorporated by reference as set out below (the "ICMA Declaration"); and

WHEREAS, the trust created hereunder (the "Group Trust") is intended to meet the requirements of Revenue Ruling 81-100, 1981-1 C.B. 326, and is established as a common trust fund within the meaning of Section 391:1 of Title 35 of the New Hampshire Revised Statutes Annotated, to accept and hold for investment purposes the assets of the Deferred Compensation and Qualified Plans held by and through the ICMA Retirement Trust.

NOW, THEREFORE, the Group Trust is created by the execution of this Declaration of Trust by the Trustee and is established with respect to each Deferred Compensation and Qualified Plan by the transfer to the Trustee of such Plan's assets in the ICMA Retirement Trust, by the Trustees thereof, in accord with the following provisions:

- (a) *Incorporation of ICMA Declaration by Reference; ICMA By-Laws.* Except as otherwise provided in this Group Trust Agreement, and to the extent not inconsistent herewith, all provisions of the ICMA Declaration are incorporated herein by reference and made a part hereof, to be read by substituting the Group Trust for the Retirement Trust and the Trustee for the Board of Trustees referenced therein. In this respect, unless the context clearly indicates otherwise, all capitalized terms used herein and defined in the ICMA Declaration have the meanings assigned to them in the ICMA Declaration. In addition, the By-Laws of the ICMA Retirement Trust, as the same may be amended from time-to-time, are adopted as the By-Laws of the Group Trust to the extent not inconsistent with the terms of this Group Trust Agreement.


Notwithstanding the foregoing, the terms of the ICMA Declaration and By-Laws are further modified with respect to the Group Trust created hereunder, as follows:

1. any reporting, distribution, or other obligation of the Group Trust vis-à-vis any Deferred Compensation Plan, Qualified Plan, Public Employer, Public Employer Trustee, or Employer Trust shall be deemed satisfied to the extent that such obligation is undertaken by the ICMA Retirement Trust (in which case the obligation of the Group Trust shall run to the ICMA Retirement Trust); and
 2. all provisions dealing with the number, qualification, election, term and nomination of Trustees shall not apply, and all other provisions relating to trustees (including, but not limited to, resignation and removal) shall be interpreted in a manner consistent with the appointment of a single corporate trustee.
- (b) *Compliance with Revenue Procedure 81-100.* The requirements of Revenue Procedure 81-100 are applicable to the Group Trust as follows:
1. Pursuant to the terms of this Group Trust Agreement and Article X of the By-Laws, investment in the Group Trust is limited to assets of Deferred Compensation and Qualified Plans, investing through the ICMA Retirement Trust.
 2. Pursuant to the By-Laws, the Group Trust is adopted as a part of each Qualified Plan that invests herein through the ICMA Retirement Trust.

3. In accord with the By-Laws, that part of the Group Trust's corpus or income which equitably belongs to any Deferred Compensation and Qualified Plan may not be used for or diverted to any purposes other than for the exclusive benefit of the Plan's employees or their beneficiaries who are entitled to benefits under such Plan.
 4. In accord with the By-Laws, no Deferred Compensation Plan or Qualified Plan may assign any or part of its equity or interest in the Group Trust, and any purported assignment of such equity or interest shall be void.
- (c) *Governing Law.* Except as otherwise required by federal, state or local law, this Declaration of Trust (including the ICMA Declaration to the extent incorporated herein) and the Group Trust created hereunder shall be construed and determined in accordance with applicable laws of the State of New Hampshire.
- (d) *Judicial Proceedings.* The Trustee may at any time initiate an action or proceeding in the appropriate state or federal courts within or outside the state of New Hampshire for the settlement of its accounts or for the determination of any question of construction which may arise or for instructions.

IN WITNESS WHEREOF, the Trustee has executed this Declaration of Trust as of the day and year first above written.

VANTAGETRUST COMPANY

By: 
Name: Paul F. Gallagher
Title: Assistant Secretary



August 13, 2020

Title: Recommendation Regarding Name of District

From: Kari May, Library Director

Recommendation:

Based on advice from legal counsel, staff recommends that the Board initiate the process to change the legal name of the District. Further, staff recommends that “Jackson County Library Services” become the legal name. The next step in the process would be to publish a notice and hold a public hearing announcing the Board’s intention to adopt a resolution to change the name.

Budget Impacts:

Filing fees and attorney’s fees would be incurred in the process of updating the legal name.

Policies, Plans, and Goals Supported:

Officially changing the Library’s name will clarify the Library’s identity as Jackson County Library Services and unite all Library activities under one name.

Background and Additional Information:

When the District was formed in 2014, the Board solicited public opinion regarding the name of the newly-formed Library District. They conducted a survey through the Library’s website, and the overwhelming support was to retain Jackson County Library Services as the name under which to operate. At the same time, the County helped establish the District, setting up the tax identification number and registering the Special District with the State of Oregon. The paperwork was filed under the name “Jackson County Library District.” The Library has operated under these two names since its inception.

Now that the Library is contracting directly with outside vendors for more products and services, the challenge of making sure that official documents have the correct name on them has grown more complicated. Vendors assume that their contract will be with Jackson County Library Services, and staff frequently must correct documentation to Jackson County Library District. Once the name change is official, all references to the prior name of the District will be considered reference to the new name. It is time to make this change to reduce confusion in the future, and, as Ms. Bunick points out in the accompanying memo, to avoid potential exposure to claims under the Oregon Tort Claims Act. See attached memo from legal counsel for background and additional information.

Attachments:

1. Memorandum from Jacquelyn Bunick – Recommendation Regarding Name of District



MEMORANDUM

TO: Jackson County Library District
FROM: Jacquelyn Bunick
RE: Recommendation Regarding Name of District
DATE: August 7, 2020

Issue Presented: While the District’s official name is the “Jackson County Library District” (JCLD) much of the District’s business is conducted as “Jackson County Library Services” (JCLS). The use of two names creates confusion and may expose the District to liability.

Analysis: When the District was first formed, it was named the Jackson County Library District, however, when JCLD began operating the existing libraries, the Board voted to operate publicly as JCLS. From there forward, it appears JCLS has been used for library branding, marketing, and some contracting, while JCLD has been used to refer to the special district/Board. Media representations vary depending on the story and who was interviewed.

From a review of library materials, it appears as though the libraries are run by JCLS. Appearance is important, as being able to identify who runs the libraries could be essential to protecting the District from running afoul of the Oregon Tort Claims Act. Specifically, the Oregon Tort Claims Act requires that a claimant give proper notice to a governmental agency prior to filing suit against them. Due to the high potential for name confusion, a claimant may be unable to determine that the District was a special district and should be exempt from this requirement. As a result, the District could face additional exposure to claims.

While the Board voted to utilize JCLS, the proper procedures were not followed to officially change the District’s name. Therefore, if the District wants to utilize JCLS, there are additional steps to be taken. Under Oregon law, a special district may change its name from the name given at formation to a name chosen by resolution of a majority of the members of the district’s board. Prior to adopting such a resolution, notice must be published and a hearing held. *See* ORS 198.793. If a district changes its name, it must certify the change with the Department of Revenue, the county treasurer, county clerk, and county assessor. *See* ORS 198.794. There does not appear to be any requirement that the word “District” be in the name.

Use of an ABN for JCLD to operate as JCLS is insufficient as a special district does not fall within the definition of a business under Oregon law.

Recommendation: The use of both JCLD and JCLS is both confusing and a potential source of liability for the District. The District should take proper steps to change its name from JCLD to JCLS and then implement the use of JCLS for all purposes.



August 13, 2020

Title: Intergovernmental License Agreement for Ballot Box Placement

From: Jacquelyn Bunick

Recommendation:

District legal counsel recommends Board approval of the attached Intergovernmental License Agreement for Ballot Box Placement.

Budget Impacts:

n/a

Policies, Plans, and Goals Supported:

n/a

Background and Additional Information:

Jackson County has requested that the District enter into a license agreement to allow for the continued placement of County ballot boxes at the Ashland, Phoenix, Rogue River, and Eagle Point branch libraries. Ballot boxes are already located at these branches but the license agreement is needed now that the County does not maintain an interest in the properties.

Attachments:

1. Intergovernmental License Agreement for Ballot Box Placement

**INTERGOVERNMENTAL LICENSE AGREEMENT
for
BALLOT BOX PLACEMENT**

THIS INTERGOVERNMENTAL LICENSE AGREEMENT FOR BALLOT BOX PLACEMENT (the “License”), is entered into by and between JACKSON COUNTY, a political subdivision of the State of Oregon, (“County”), the JACKSON COUNTY LIBRARY DISTRICT, a library district organized pursuant to Chapters 198 and 357 of the Oregon Revised Statutes (“Licensor”), (each, a Party, and collectively, the “Parties”). This License shall be effective July 1, 2020 (hereinafter the “Effective Date”).

RECITALS

- A. Licensor operates libraries at various locations within the geographical boundaries of Jackson County. On or about July 1, 2020, County transferred to Licensor certain real estate holdings pertaining to Licensor’s libraries.
- B. County conducts local, city, county, state and federal elections for the citizens of Jackson County and operates election ballot drop boxes at certain library locations.
- C. As a public service to the citizens of Jackson County, Licensor wishes to permit County to continue to operate ballot boxes at the library locations and from time to time place additional ballot boxes at other of Licensor’s library locations, as provided herein.

AGREEMENT

1. License.

1.1. Grant of License. Licensor grants to County the right to use a mutually acceptable 6-foot by 6-foot area of each property described on Exhibit A (each, a “License Area”; collectively, the “License Areas”) for placement of election ballot drop boxes (each, a “Ballot Box”, collectively, the “Ballot Boxes”), together with nonexclusive access to the License Areas, appurtenant common areas, and parking areas by the voting public and County’s agents and contractors. Ballot Box locations existing as of the Effective Date are hereby deemed acceptable by the Licensor.

1.2. Voter Access. Licensor grants to voters, and other County invitees, the right of access to the License Areas during Jackson County election periods (each, an “Election Period”) for purposes consistent with the participation in an election.

1.3. Additional Locations. The Parties agree that, from time to time during this License, County shall have the option to place Ballot Box(es) at additional library locations, provided that any such Ballot Box placement shall be subject to the following: (i) Licensor’s approval of the Ballot Box location and specifications, which shall not be unreasonably withheld or delayed; and, if applicable (ii) third-party approvals which may be required by law or under Licensor’s lease agreements. Upon approval of any new Ballot Box location(s), the parties agree to promptly amend Exhibit A to accommodate the additional Ballot Box(es).

2. **Use.**

2.1. County's use of each License Area shall be limited to installing, operating, and maintaining a Ballot Box. County shall not use the License Area or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein.

2.2. The Parties further acknowledge and agree that the County's use of each License Area is for the operation of a Ballot Box. Licensor grants to voters, and other County invitees, the right of access to the License Area for purposes consistent with the conduct of, and participation in, an election. Licensor acknowledges that the Ballot Box shall be accessible 24 hours a day during any Election Period. County shall endeavor to notify Licensor with an election schedule no later than 30 days before each Election Period.

2.3. Licensor shall endeavor to notify the County within 24 hours of any change to a License Area or surrounding property that would make any Ballot Box inaccessible during an Election Period and frustrate the intent of this License.

3. **Term.** This License shall commence on the Effective Date written above and shall continue in effect for 5 years or as otherwise terminated in accordance with paragraph 4 below (the "Term").

4. **Termination.** Licensor may terminate this License with respect to any or all License Areas at any time for convenience by giving County not less than 270 days written notice prior to the termination date. Notwithstanding the foregoing, Licensor may terminate this License with respect to any License Area that ceases operation as a public library by providing written notice to County.

County may terminate this License with respect to any License Area or License Areas by providing not less than 30 days written notice to Licensor.

5. **No License Fee.** In consideration for the valuable public services provided to the citizens of Jackson County performed by County, there shall be no license fee for County's use of the Licensed Areas.

6. **Maintenance.** County shall be responsible for repairs and maintenance of the Ballot Boxes necessary to keep and maintain the Ballot Boxes in good condition and in substantial repair, normal wear and tear excepted, and in compliance with all applicable laws. Licensor shall be responsible for all other repairs and maintenance of the License Area, except to the extent such maintenance and repairs arise out of County's negligent acts or intentional misconduct.

8 **Improvements.**

8.1. All improvements, constructed or placed within the License Area by County ("County Improvements") must, upon completion, be free and clear of all liens, claims, or liability for labor or material. The Ballot Boxes shall remain property of County and shall be removed by County at the termination of this License, at County's sole cost, without damage to the License Area, reasonable wear and tear excepted.

8.2. County shall be responsible for all costs associated with the installation of the Ballot Boxes.

9. Mutual Indemnification.

9.1. Subject to the conditions and limitations of the Oregon Tort Claims Act and the Oregon Constitution, Licensor hereby agrees to indemnify, hold harmless, and defend County, its officers, agents, and employees, with counsel approved by County, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the ownership, maintenance, or use of the License Area by Licensor, except for liability arising out of the negligence of County, its elected officials, officers, agents, or employees.

9.2. Subject to the conditions and limitations of the Oregon Tort Claims Act and the Oregon Constitution, County agrees to indemnify, hold harmless, and defend Licensor, its officers, agents, and employees, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the use of the License Area by County, except for liability arising out of the negligence of Licensor, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom.

9.3. The provisions of this paragraphs 9.1 and 9.2 shall survive the termination or expiration of this License.

10. **Assignment and Sublicense.** Any assignment of this License or sublicenses under this License require the prior written approval of Licensor, which approval will not be unreasonably withheld, conditioned or delayed.

11. **Signs.** Subject to obtaining any required third-party approvals, Licensor agrees to allow County to install and maintain any sign or display upon or immediately adjacent to the Ballot Boxes. Such signage shall comply with all applicable laws and zoning and site plan requirements and be consistent with Licensor signage on the property upon which the License Area is located. During any Election Period, County may place temporary informational signage for directing voters, provided that such temporary signage does not interfere with Licensor's operations. County shall provide notice to Licensor at least 30 days prior to placement of temporary information signage in order to provide Licensor with sufficient time to obtain any required third-party approvals.

12. **Authority.** The persons executing the License below on behalf of County or Licensor warrant that they have the power and authority to bind County or Licensor to this License.

13. **Notices.** A party giving or making any notice, request, demand, or other communication (each, a "Notice") pursuant to this License shall give the Notice in writing by personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier at the address designated below or at such other address as designated by a party. Notice is effective if the addressee has received the Notice and the party giving the notice has otherwise complied with this paragraph.

15. **Amendments.** This License is the sole and only agreement between the Parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly executed by both Parties.

14. **Partial Invalidity.** If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

15. **Governing Law and Venue.** This License has been negotiated and executed in the State of Oregon and shall be governed by and construed under the laws of the State of Oregon. In the event of any legal action to enforce or interpret this License, the sole and exclusive venue shall be a court of competent jurisdiction located in Jackson County, Oregon, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court.

16. **Attorneys' Fees.** In the event of a dispute between Licensor and County concerning claims arising out of this License, or in any action or proceeding brought to enforce or interpret any provision of this License or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney fees and costs.

17. **Condition upon Termination.** Except as otherwise agreed to herein, upon termination of this License with respect to any or all License Areas, County shall redeliver possession of applicable License Area(s) to Licensor in substantially the same condition that existed immediately prior to County's entry thereon, reasonable wear and tear excepted.

18. **Relationship of the Parties.** The relationship of the parties hereto is that of a licensor and licensee, and it is expressly understood and agreed that neither party shall in any way or for any purpose become a partner of or a joint venturer with the other.

JACKSON COUNTY LIBRARY DISTRICT:

By _____ (Date)

Title _____

Approved as to Legal Sufficiency:

Title: District Counsel

JACKSON COUNTY:

By _____ (Date)
Danny Jordan, County Administrator

Approved as to Legal Sufficiency:

Sr. Asst. County Counsel

EXHIBIT A

Ballot Box Locations

Ashland Branch Library
Phoenix Branch Library
Rogue River Branch Library
Eagle Point Branch Library



Date: August 13, 2020

Title: Friends Space Use Agreement Template

From: Kari May, Library Director

Recommendation:

Staff recommends the Board approve the Friends Space Use Agreement Template presented. Once approved, Director May will work with the Board of each Friends organization to draft an agreement that outlines their specific usage of library space.

Policies, Plans, and Goals Supported:

This plan supports the Library's value of Collaboration and its desire to maintain a strong relationship with its partners.

Background and Additional Information:

When the Memorandum of Understanding was drafted between the Library, Friends, and Foundation, the Friends organizations agreed to draft a space use agreement as a separate document. Staff have created the attached template, which will be shared with each Friends group that has space on library property to conduct book sales and may be modified to accommodate the unique situation in each branch.

In the MOU, one of the Library's responsibilities is:

The Library agrees to provide the Friends with appropriate, mutually-agreed upon space in the Library for membership, fundraising, and promotional materials, as well as book storage and sorting, book sales, and office needs. The Library agrees to communicate with the Friends about any reallocation of space. The Library agrees to allow both the Friends and Foundation with access to meeting room space. In all cases, the use of Library space by the Friends and Foundation will not take precedence over Library operations or regular use of the spaces by the public.

The proposed template further delineates and defines the Library space that the Friends use. The actual designated area will be incorporated as an Exhibit in the Agreement. The template is modeled on a similar agreement that the Deschutes Public Library has with its Friends organizations. The footprint occupied by the Friends groups varies greatly from branch to branch,

from dedicated rooms for sales and storage in some libraries, to a free-standing building in Ruch, to some shelves within the library spaces that are reserved for Friends book sales.

Recently, the Library Staff and volunteers for the Friends of the Medford Library have both expressed an interest in moving the Friends' operations and storage off of the Mezzanine level, a space that was not designed to have people regularly working in it. In the process of finding new space in the library for the Friends, staff felt that it is a good time to develop a space use agreement that defines their space within the library, and also sets expectations for both parties.

Attachments:

Friends Space Use Agreement Template

Space Use Agreement

This Space Use Agreement (“Agreement”) is entered into this __ day of _____, 2020, between the JACKSON COUNTY LIBRARY DISTRICT (“the Library”) and the FRIENDS OF THE _____ LIBRARY (“Friends”).

Recitals

- A. The Library is organized as a district library pursuant to ORS 357, and operates from Administrative Headquarters at 205 South Central Avenue in Medford, Oregon, in addition to multiple branch library locations within its library district.
- B. The Friends were organized as a nonprofit corporation effective _____, and is recognized by the Internal Revenue Service as an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. The Friends are not owned, operated, or legally related to the Library.
- C. Pursuant to its Bylaws or Articles of Incorporation, the Friends engage in fundraising to benefit the Library. Fundraising is conducted in space designated by the Library within the _____ Branch Library.

Agreement

1. Designation and Use of Premises

1.1 Premises. The Library will make available to the Friends unfurnished space throughout the term of this Agreement located in the _____ Library building as designated on the floor plan attached to, and incorporated in, this Agreement as Exhibit A, to be available and appropriate to Friends book sales (the “Premises”). The Friends may access the Premises only during hours that the Library is open to the public, or as otherwise mutually agreed upon with the Library Management, and will comply with library policies as to entry procedures and security. The Library retains all property rights and interests in and to the Premises. The Premises will not include access to any telephone or non-public internet lines of the Library. Public wireless access is available. Any modifications to the space allocated to the Friends will be communicated in writing with thirty (30) days’ notice.

1.2 Permitted Uses. The Friends may use the Premises for book sales and activities integral to such sales during hours that the library is open to the public. The Friends shall not use or permit the use of the whole or any part of the Premises for any other purpose without the Library’s prior written consent. The Friends will bear full legal responsibility for any and all of its operations on the Premises.

- 1.3 Obligation to Maintain Premises Free from Hazards. The Friends will keep the Premises in a neat, orderly condition and free from hazards at all times. In particular, entrances to and passageways through the Premises will be maintained free of obstacles or debris that could impede emergency access to, and egress from, the area.
- 1.4 No Alterations or Signage. The Friends may not alter the Premises or place exterior signs on the Premises unless approved by the Library.
- 1.5 Compliance; Security, Nondiscrimination. In the use of the Premises, the Friends will comply with all laws, codes, and regulations, including requirements of state and local fire safety codes or ordinances applicable to the Premises, state and federal requirements under the Americans with Disabilities Act and other laws that address nondiscrimination and access to public facilities, and compliance with all applicable policies and procedures of the Library with respect to use of the Premises. Specifically, Friends volunteers and agents will comply with all library policies and procedures for security and safety, including compliance with fire drills and emergency evacuation procedures. The Friends will not bring items, materials or substances into the Library premises that are prohibited under library policies. The Library will provide the Friends with copies of pertinent policies and procedures relevant to this Agreement. In the use of the Premises the Friends will not discriminate against any person because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, veteran status, physical or mental disability, or other factors prohibited by applicable law.
- 1.6 Name Badges. The Friends will wear name badges on the Premises that include the name of the individual and the Friends organization. The Friends will not hold themselves out as agents or employees of the Library.
- 1.7 Library Right of Access. The Library will have the right to enter the Premises at any time for any purpose, including to inspect the Premises for the purpose of making repairs, additions, or alterations. If the Library determines that repairs or maintenance activities are reasonably likely to disrupt the Friends use of the Premises, the Library will provide three (3) days advance notice of such repairs or maintenance. Advance notice will not be required for emergency repairs or maintenance determined by the Library to be necessary for safe use of the Premises or the Library building as a whole. If the Library observes, in its reasonable judgment, any unsafe practices or operations by the Friends or noncompliance with applicable laws or library policies, the Library will notify the Friends within twenty-four (24) hours. The Friends will investigate the practices or operations identified in the notice within twenty-four (24) hours and will either (i) notify the Library that all practices and operations are in compliance, including the reasons for such conclusions; or (ii) notify the Library of any corrective action to be taken by the Friends and the timeframe for completing the correction.

1.8 Rent. The Friends shall pay to the Library as annual rent the sum of \$1 per year by the first day of July each year.

2. Other Obligations of the Friends

2.1 Operational Issues. The Friends will abide by the “Memorandum of Understanding Between the Jackson County Library District, Friends of the Libraries, and the Jackson County Library Foundation.”

2.2 Insurance. Insurance on Friends’ property will be at the Friends’ discretion.

2.3 Indemnification. The Friends shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any activity of the Friends on the Premises or any condition of the Premises in the possession or under the control of the Friends (if applicable). The Library shall have no liability to the Friends for any injury, loss, or damage caused by third parties or by any condition of the Premises except to the extent caused by the Library’s negligence or intentional or fraudulent act or omission or the Library’s breach of duty under the terms of this Agreement, or such acts by the Library’s agents and employees.

3. Obligations of the Library

3.1 Maintenance; Repair; Janitorial Services. The Library will maintain the Premises in good condition and repair. The Library will be responsible for routine cleaning and janitorial services for the Premises, including basic trash disposal. The Library is not responsible for disposal of unwanted books or other materials of the Friends.

3.2 Utilities. The Library will provide utilities for the Premises including electricity, heat and water.

4. Term and Termination

4.1 Term. This agreement will become effective on the date shown on page one (the “Effective Date”) and will remain in effect for a two (2) year term. Upon expiration of the two (2) year term, this Agreement shall automatically renew for successive one (1) year terms until terminated as provided for herein.

4.2 Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice of termination to the other party.

4.3 Additional Remedies for Material Breach. Upon a material breach of this Agreement by the Friends, as determined in the sole discretion of the Library, the Library may suspend book

sales by the Friends on the Premises until such time that the breach is resolved to the reasonable satisfaction of the Library or this Agreement is terminated. The Library's right to suspend book sales under this section will be in addition to any other rights or remedies the Library has under this Agreement, including termination. A material breach of this Agreement will include, without limitation, a material failure by the Friends to comply with all operational requirements applicable to it under Section 2.1 of this Agreement.

4.4 Friends Obligation on Termination. In the event this Agreement is terminated by either party, the Friends will remove all books and other property from the Premises within thirty (30) days after the effective date of termination. Should the Friends fail to do so, the Library may remove Friends books and property and the Friends will reimburse the Library its reasonable and necessary costs.

5. General Provisions

5.1 Independent Contractors. The parties acknowledge that the Friends are an independent contractor of the Library. In no event will the Friends be deemed a joint venture party, partner, employee, or agent of the Library by virtue of this Agreement. The Library will exercise no control over the manner or method by which the Friends conduct its operations on the Premises provided that the Friends operations are in compliance with this Agreement.

5.2 Entire Agreement. This Agreement supersedes any and all other agreements related to use of the Premises, either oral or written, between the parties hereto and contains all the covenants and agreements between the parties with respect to its subject matter.

5.3 Amendments. The terms of this Agreement may not be amended or modified except by a further written statement signed by the parties specifically referencing this Agreement.

5.4 Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Oregon.

5.5 Successors/Assigns. This Agreement may not be assigned by a party hereto without the express written consent of the other party.

5.6 No Third Party Beneficiaries. There are no intended third party beneficiaries of this Agreement.

5.7 Waiver of Rights. The failure of a party to exercise its rights in the event of a breach of this Agreement will not constitute a waiver of any rights with respect to that or any subsequent breach.

In WITNESS WHEREOF, the parties hereto, or their duly authorized officers or agents, have executed, sealed, and delivered this Agreement intending to be legally bound.

Jackson County Library District

By: _____

Print Name: Kari May

Title: Director, Jackson County Library Services

Date: _____

Friends of the _____ Library

By: _____

Print Name: _____

Title: _____

Date: _____

DRAFT