



CALL TO ORDER/ROLL CALL

INTRODUCTIONS & PROCLAMATIONS

CONSENT AGENDA (Action Required)

- (1) Minutes from January 11, 2018 Regular Board Meeting; (2) Financial Report.....2

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

REPORTS AND PRESENTATIONS (Inform)

- 1. Library Director Report – Jamar Rahming 8
- 2. JCLF Report – Amy Drake..... 12

NEW BUSINESS

- 3. Agreement to Participate Letter to RVCOG (ShakeAlert) **(Action)** – Susan Kiefer 13
- 4. Literacy Wall Proposal (Talent) **(Action)** – Jamar Rahming 18
- 5. JCLD Board Self-Assessment **(Discuss)** – Susan Kiefer/Lisa Marston

OLD BUSINESS AND UPDATES

- 6. 2018 Medford Comic Con Update **(Inform)** – Laura Kimberly
- 7. SOHS Contract **(Action)** – Susan Kiefer 25
- 8. Budget Committee Member Extension **(Inform)** – Susan Kiefer

COMMITTEE AND BOARD MEMBER REPORTS (Inform)

- 9. Technology Committee – George Prokop
- 10. Facilities Committee – Carol Doty
- 11. Advocacy Committee – Carol Doty

FUTURE MEETINGS/EVENTS/OBSERVANCES:

- February 9 – 11, 2018 – SDAO Annual Conference (Seaside, OR)
- February 9 – 13, 2018 – ALA Midwinter Meeting (Denver, CO)
- March 4 – 10, 2018 – Teen Tech Week
- March 22 – 24, 2018 – PLA Conference (Philadelphia, PA)
- April 2018 – School Library Month

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

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

MINUTES

ATTENDEES

Present at the meeting were Board Members Susan Kiefer (Board President), George Prokop (Vice President), Jill Turner, Cathy Shaw, Carol Doty

Additional participants/attendees: Lisa Marston (Executive Administrator), Jamar Rahming (Library Director), Susan Bloom (Staff), Amy Drake (Executive Director, JCLF), Donovan Edwards (Administrative Assistant)

INTRODUCTIONS

Kiefer introduced H. M. Zamudio as the new JCLD Attorney.

ORAL REQUESTS AND COMMUNICATIONS FROM THE AUDIENCE

Joy Ricke addressed the Board regarding current operational hours at the White City Library. She stated that current hours do not accommodate the dual working families and traveling high school students who need access after 5:00 pm. She also offered her own weekly schedule which included evening hours as opposed to being open during the day when there is potentially limited use. Carol Rios also asked for more evening hours for the White City Library citing the importance of the library being open for kids after school.

CALL TO ORDER

President Susan Kiefer called the meeting to order at 4:07 p.m.

CONSENT AGENDA

MOTION: Shaw moved to pull the minutes from December 14, 2017. Doty seconded the motion. The motion was approved unanimously and Kiefer announced the minutes from December 14, 2017 would be placed under Consent Agenda. Doty moved to approve the Financial Report. Shaw seconded the motion. The motion was approved unanimously.

Discussion then occurred regarding the December 14, 2017 minutes. Doty noted that under the JCLF Report the statement was incomplete and recommended adding “, has joined the Foundation Board.” Shaw recommended a few wording changes that would in the future reduce the size of the minutes.

MOTION: Doty moved to approve the December 14, 2017 minutes as amended. Shaw seconded the motion. The motion was approved unanimously.

REPORTS AND PRESENTATIONS

Library Director’s Report

Rahming announced that Jackson County Library Services are on track to meet the benchmarks highlighted for this year through the Strategic Plan.

Quarterly Statistical Report

Bloom and Rahming fielded questions regarding the timeline of the reports. After some discussion it was determined that the reports would reflect quarterly data.

Bloom handed out a one page flyer which provided a snapshot of the holds ratio or what she referred to as a High Holds List. The list provides a good picture of which books need to be leased so that higher amounts of those books are available. This would reduce the wait time patron's experience.

JCLF Report

Amy Drake, JCLF Executive Director briefed the Board on the JCLF Report. The mailing list used for JCLF's Annual Appeal was discussed as it had gone against JCLD policy. Due to the increase in libraries using their patron contact lists and the JCLS Patron Registration now including options to utilize patron contact information the Board may consider adjusting the policy at some point.

NEW BUSINESS

JCLD Hours Increase

MOTION: Doty moved that the Board request library staff to prepare relevant data and make recommendations to increase library hours during fiscal year 2018-2019 to comply with the 15 population areas created by Director Jill Turner and Jackson County during the development of the strategic plan. Specifically, the report should include the requested increase in hours at each library, the cost of each increase and total amount needed. In addition, it should also include any potential staff required to meet the standard and how staff propose to phase in changes through the next fiscal year and beyond if needed. The Board would like to see a proposal in the March board packet in order to have time for questions and comments and to allow staff to make changes to the proposal for the April Board Meeting. Shaw seconded the motion. The motion was approved 4-1.

Kiefer added that the Agenda Planning Committee would look into setting up a work session in March specifically to discuss the increase in hours.

District Administrator – LS&S Recruitment Assistance

Kiefer reported that the District had not received many applications yet but Todd Frager, LS&S COO/CFO had offered to assist in the recruitment search. The Board agreed to utilize LS&S to assist in recruiting for the District Administrator position.

Inclement Weather

Rahming requested the Board grant him permission to make operational decisions for libraries based on inclement weather to include delayed opening or closing libraries for the day in the event that weather makes for unsafe driving conditions. The Board was in agreement to his request.

OLD BUSINESS AND UPDATES

Lindberg Estate

Shaw reported the sale was complete.

Southern Oregon Historical Society (SOHS)

Kiefer announced the contract would be sent to JCLD legal counsel and should be included in the February agenda for Board approval.

COMMITTEE AND BOARD MEMBER REPORTS

Technology Committee

Prokop reported a numerical difference between the Technology Report and the budget but the committee and JCLD Accountant would work to tighten that up.

Facilities Committee

A report on the budget meeting with Jackson County facilities maintenance will be provided at the February Board Meeting.

SOU Graduate Research Project

Marston reported that SOU Graduate Students who are involved in a project to end homelessness may send surveys to the libraries who are most effected by homelessness in their communities. Marston described this as the first step in a regional multi-jurisdictional project and she encouraged cooperation when the surveys are received. She stated that she would assist with making sure the groups involved would receive the proper contact information to ensure the correct staff would be given the surveys.

Adjourn

Kiefer adjourned the meeting at 5:41 p.m.

/s/ Donovan Edwards

Recording Secretary

Jackson County Library District
Statement of Revenues and Expenditures
From 7/1/2017 Through 1/31/2018

	Current Month			Percentage	
	YTD Budget	Actual	YTD Actual	YTD Budget Remaining	received or spent to date
Operating Revenue					
Current Property Tax Collections	9,600,000.00	120,788.61	9,055,787.77	(544,212.23)	94.33%
Prior Year Property Tax Collections	250,000.00	13,614.05	107,264.30	(142,735.70)	42.90%
Interest Income	80,000.00	18,499.01	78,209.10	(1,790.90)	97.76%
Interest- Lindberg Note	0.00	158.90	158.90	158.90	0.00%
Other Income	10.00	0.00	0.00	(10.00)	0.00%
E Rate	103,000.00	8,858.40	62,514.10	(40,485.90)	60.69%
Reimbursements From RCC	25,000.00	0.00	20,551.00	(4,449.00)	82.20%
Ready To Read Grant	33,000.00	0.00	34,868.00	1,868.00	105.66%
Conference Room Rental	25,000.00	0.00	16,054.75	(8,945.25)	64.21%
Government Agency Rentals	103,180.00	0.00	105,329.68	2,149.68	102.08%
Inter-library Loan Fees	1,200.00	0.00	429.00	(771.00)	35.75%
Library Card Replacement Fees	1,000.00	0.00	10,934.43	9,934.43	1,093.44%
Late Fee Charges	75,000.00	7,155.66	35,167.47	(39,832.53)	46.88%
Lost/Damaged Materials	10,000.00	0.00	2,448.09	(7,551.91)	24.48%
Photocopy/Fax Sales	13,000.00	0.00	5,476.56	(7,523.44)	42.12%
Patron Refunds	(3,000.00)	0.00	(1,055.65)	1,944.35	35.18%
Printer Sales	13,000.00	0.00	6,777.80	(6,222.20)	52.13%
On Line Fee Collections	10,000.00	331.47	4,273.94	(5,726.06)	42.73%
Hulburt Donation	125,000.00	0.00	0.00	(125,000.00)	0.00%
Library Friends Donations	65,000.00	0.00	31,753.73	(33,246.27)	48.85%
Library Foundation Donations	10,000.00	0.00	4,047.86	(5,952.14)	40.47%
General Public Donations	5,000.00	0.00	1,855.91	(3,144.09)	37.11%
OR Community Foundation- restricted	12,000.00	0.00	7,777.23	(4,222.77)	64.81%
OR Community Foundation- non restricted	2,000.00	0.00	0.00	(2,000.00)	0.00%
EJ Smith Trust-Restricted	85.00	0.00	0.00	(85.00)	0.00%
Ted Gerlock-Restricted	15.00	0.00	0.00	(15.00)	0.00%
Carpenter Foundation-Restricted	3,000.00	0.00	3,000.00	0.00	100.00%
Library Foundation Donations- CP	50,000.00	0.00	0.00	(50,000.00)	0.00%
Oregon Community Foundation- Applegate	29,000.00	0.00	0.00	(29,000.00)	0.00%
Lindberg Estate	0.00	0.00	437,603.37	437,603.37	0.00%
Beginning Fund Balance-Unrestricted	6,700,000.00	0.00	7,420,761.78	720,761.78	110.75%
Beginning Fund Balance-Restricted	300,000.00	0.00	233,202.99	(66,797.01)	77.73%
Total Operating Revenue	17,640,490.00	169,406.10	17,685,192.11	44,702.11	100.25%

Jackson County Library District
Statement of Revenues and Expenditures
From 7/1/2017 Through 1/31/2018

	<u>YTD Budget</u>	<u>Current Month Actual</u>	<u>YTD Actual</u>	<u>YTD Budget Remaining</u>	<u>Percentage received or spent to date</u>
Expenditures					
Program Expenses					
Personnel Cost	100,000.00	0.00	0.00	100,000.00	0.00%
Accounting Services	45,000.00	0.00	18,642.54	26,357.46	41.42%
Auditing Services	11,000.00	4,450.00	10,500.92	499.08	95.46%
Administrative Services	110,000.00	0.00	43,839.20	66,160.80	39.85%
Bank Fees/Interest Expense	1,000.00	70.69	581.34	418.66	58.13%
Consultant Fees	50,000.00	1,340.00	7,517.80	42,482.20	15.03%
Insurance	20,000.00	0.00	0.00	20,000.00	0.00%
Legal Services	30,000.00	2,990.00	5,710.00	24,290.00	19.03%
Memberships and Dues	2,500.00	0.00	1,644.98	855.02	65.79%
Office Supplies- admin	2,000.00	17.00	466.79	1,533.21	23.33%
Postage	500.00	0.00	449.79	50.21	89.95%
Registration/Tuition/Travel	10,000.00	0.00	2,752.98	7,247.02	27.52%
Special fees and Expenses	0.00	116.00	210.00	(210.00)	0.00%
Advertising/Legal Notices	2,000.00	130.00	130.00	1,870.00	6.50%
Alarm Services	2,500.00	0.00	2,356.40	143.60	94.25%
Building Repair/Maintenance	432,635.00	36,052.92	252,370.44	180,264.56	58.33%
Custodial Services	320,000.00	27,065.91	161,843.78	158,156.22	50.57%
Custodial Supplies	12,000.00	368.07	4,502.39	7,497.61	37.51%
Landscape Services	6,600.00	0.00	2,551.68	4,048.32	38.66%
Maintenance Services	2,000.00	0.00	0.00	2,000.00	0.00%
Security Services	75,000.00	9,740.50	33,453.00	41,547.00	44.60%
Signs and Signal Materials	25,000.00	0.00	0.00	25,000.00	0.00%
Building Repair/Maintenance- B-7	310,000.00	0.00	7,870.81	302,129.19	2.53%
Fees- Lindberg Note	0.00	6.00	6.00	(6.00)	0.00%
Copier Expense	0.00	0.00	25.50	(25.50)	0.00%
Equipment Repair/Maintenance	30,000.00	356.81	4,137.27	25,862.73	13.79%
Facility Furnishing Expense	25,000.00	0.00	0.00	25,000.00	0.00%
Minor Equipment	50,000.00	25.92	4,068.39	45,931.61	8.13%
Minor Equipment-Computers	360,000.00	0.00	53,772.91	306,227.09	14.93%
Supplies and Expenses-Facilities	0.00	0.00	314.54	(314.54)	0.00%
Computer Software and Licensing	0.00	0.00	12,368.00	(12,368.00)	0.00%
LS&S Contract	5,065,546.00	422,128.83	2,954,901.81	2,110,644.19	58.33%
Library Materials	848,720.00	100,741.17	338,146.01	510,573.99	39.84%

Jackson County Library District
Statement of Revenues and Expenditures
From 7/1/2017 Through 1/31/2018

	YTD Budget	Current Month Actual	YTD Actual	YTD Budget Remaining	Percentage received or spent to date
City Participation	32,000.00	0.00	2,109.18	29,890.82	6.59%
Strategic Plan Initiative	627,000.00	35.00	35.00	626,965.00	0.00%
E Rate Services	31,827.00	0.00	7,956.75	23,870.25	25.00%
Unique Management Services	15,914.00	0.00	3,978.50	11,935.50	25.00%
Electricity	231,540.00	19,129.86	125,557.98	105,982.02	54.22%
Natural Gas	45,000.00	8,313.88	16,743.52	28,256.48	37.20%
Garbage Service	15,000.00	769.56	6,352.71	8,647.29	42.35%
Water and Sewer Service	33,000.00	1,147.36	19,265.83	13,734.17	58.38%
Street and Storm Drain Fees	20,000.00	1,545.69	10,912.29	9,087.71	54.56%
Telecom-Voice and LD	65,000.00	4,349.26	30,911.00	34,089.00	47.55%
Telecom-Wide Area Network	130,000.00	8,644.95	60,514.65	69,485.35	46.54%
Telecom-Internet Services	36,000.00	1,925.00	16,074.88	19,925.12	44.65%
Municipal Assessments	1,500.00	106.74	858.88	641.12	57.25%
Telecom- Hot Spots	0.00	901.44	901.44	(901.44)	0.00%
Maintenance & Fuel for Vehicles	15,000.00	1,236.66	8,737.40	6,262.60	58.24%
Hulburt Donation	125,000.00	9,240.41	47,995.78	77,004.22	38.39%
Library Friends Donations	65,000.00	601.69	17,264.31	47,735.69	26.56%
Library Foundation Donations	10,000.00	0.00	729.23	9,270.77	7.29%
General Public Donations	5,000.00	0.00	419.07	4,580.93	8.38%
OR Community Foundation-restricted	34,000.00	324.16	744.37	33,255.63	2.18%
EJ Smith Trust Books	85.00	0.00	0.00	85.00	0.00%
Gerlock Trust Books	15.00	0.00	0.00	15.00	0.00%
Carpenter Foundation Books	0.00	0.00	233.06	(233.06)	0.00%
Ready to Read 2017 Grant	33,000.00	(79.49)	15,062.25	17,937.75	45.64%
Kent Family Trust	1,000.00	0.00	4,121.39	(3,121.39)	412.13%
Library Foundation Donations- CP	50,000.00	0.00	0.00	50,000.00	0.00%
OR Community Foundation- unrestricted	12,000.00	0.00	0.00	12,000.00	0.00%
Lindberg Estate expense	0.00	154.29	40,436.39	(40,436.39)	0.00%
2018 Ready to Read Grant	0.00	(3,800.82)	0.00	0.00	0.00%
Subtotal Materials and Supplies	9,482,882.00	660,145.46	4,363,051.13	5,119,830.87	46.01%
Capital Outlay	250,000.00	0.00	0.00	250,000.00	0.00%
Contingency	750,000.00	0.00	0.00	750,000.00	0.00%
Ending Fund Balance	5,007,608.00	0.00	0.00	5,007,608.00	0.00%
Total Program Expenses	15,590,490.00	660,145.46	4,363,051.13	11,227,438.87	27.99%
Total Expenditures	15,590,490.00	660,145.46	4,363,051.13	11,227,438.87	27.99%
Transfer to Other Funds					
Transfer to Capital Improvement Fund	2,050,000.00	0.00	2,050,000.00	0.00	100.00%
Total Transfer to Other Funds	2,050,000.00	0.00	2,050,000.00	0.00	100.00%
Net Revenue Over Expenditures	0.00	(490,739.36)	11,272,140.98	11,272,140.98	0.00%

Library Director's Report
January 2018

King Day

Both Ashland and Medford had successful Martin Luther King celebrations. I was most inspired by the keynote speaker, Dr. Geneva Craig, at the Medford celebration. Craig is a retired nurse, Medford resident from Selma, Alabama. She participated in the 1965 Selma to Montgomery march, also known as, "Bloody Sunday." She worked with King to achieve voter's rights for Black citizens in the state of Alabama. Moreover, I am delighted that the library was a part of this event. I was recognized as a community leader and participated in a video featured at the event asking individual community leaders to share "their dream." My dream is that the chains of intellectual bondage be broken in our country. It seems like websites, social media memes have replaced information synthesis and critical thinking.

Ashland Branch Manager, Kristin Anderson, took on my mantle as a member of the Ashland MLK Day Organizing Committee. She participated in weekly meetings and was ultimately a media contact for the Ashland MLK Day Event that is held annually at the Armory in Ashland. A full house at the Armory and a nearly full secondary venue (at the Varsity Theater) enjoyed a variety show culminating with a march to the Plaza and a public audio performance of the "I Have a Dream" speech. In addition to participating in an important Ashland community event, Kristin was able to make contacts and build relationships with local community members. As a result of connections made, Kristin presented a lecture on "Diversity in Children's Literature" to SOU education majors on January 31. Kristin has also established relationships with staff at the Ashland Chamber of Commerce and Oregon Shakespeare Festival as a result of this assignment. Great work, Kristin!

Human Resources

Please welcome Terra McLeod as the new Assistant Medford Branch Manager. Terra will start in her new position on Friday, February 16, 2018. Terra has been an employee with Jackson County Library Services since 2015. She previously worked at the White City Library and most recently as the branch lead at the Gold Hill Library. Before Terra started working for JCLS, she was a Bikram yoga instructor and Reference librarian in Queens, New York. Terra has her MLIS from Pratt Institute (New York). Terra enjoys riding her bike, yoga, cooking, and reading manga. Please congratulate Terra and welcome her as the new Assistant Medford Branch Manager.

Megan Pinder is our new Early Literacy Bilingual Specialist in the Outreach to Childcare Department. Megan has a Bachelor's of Arts in Spanish Language, Literature, and Culture from Southern Oregon University as well as her Masters of Arts in Teaching with endorsements in Spanish and Multiple Subjects from SOU. Megan has nine years of experience as a licensed teacher with diverse populations and ages. She has taught in Mexico City and Indonesia. She has hit the ground running and has been able to quickly integrate herself into the Outreach to Childcare Department.

Date Vacant	Position	Branch	Hrs/Week	Date Filled	Candidate Type
9/22/2017	Librarian 1 (Bilingual Youth Services)	Medford	40	1/2/2018	External
10/26/2017	Librarian 1 (Reference/Children's) On-Call	Systemwide	On-Call	1/2/2018	External
11/27/2017	Assistant Library Manager	Medford	40	2/16/2018	Internal
11/27/2017	Library Associate 2 (Floater)	Systemwide	20	1/2/2018	Internal
12/1/2017	Library Associate 2	Medford	20		
		Central			
12/14/2017	Library Associate 2	Point	34	1/16/2018	Internal
12/29/2017	Library Associate 1	Medford	20		
1/2/2018	Marketing Coordinator	Medford	40		
1/10/2018	Library Associate 2	White City	25		
		Rogue			
1/16/2018	Library Associate 2	River	24		
2/3/2018	Library Associate 2	Eagle Point	35		
2/16/2018	Branch Lead	Gold Hill	30		
2/28/2018	Library Associate 1	Ashland	15		

Medford Comic Con Update

Planning for the 4th Annual Medford Comic Con 2018 is well underway. The deadline for vendors, workshops, and food trucks has passed. The committees are currently in discussion over applications and logistics. Selections will be made in the next few weeks and applicants will be notified by March 1, 2018. There are also system wide passive programs traveling around to the branches to help promote Medford Comic Con, provide consistency, and library community. More details to come.

Public Libraries Online and Public Libraries Magazine:

Laura Kimberly has been asked to write an article about how to host your own Comic Con for *Public Libraries Online* and *Public Libraries Magazine*. More details coming soon.

2018 OLA Conference Poster Session:

Laura Kimberly was accepted for the 2018 OLA Conference Poster session on Thursday, April 19 from 10-11 a.m. for “Medford Comic Con: How to Host Your Own Comic Con.”

Staff Development:

During the months of December and January, all public services staff in JCLS has participated in a two hour active shooter training with Jeff Thomas. Mr. Thomas has served in law enforcement for over 40 years with 15 of those years with the United States Department of Justice

specializing in the development and implementation of police and civil society systems, including programs in counter terrorism, narco-terrorism, community policing, and internal security. Having served in command roles with the Los Angeles Sheriff's Department and Kootenai County Sheriff's Department in Idaho, Jeff is well suited to serving the needs of people from all walks of life and knows how to provide and maintain safety and security with an emphasis on community engagement. Mr. Thomas will provide a follow-up training with all public service staff in JCLS in six months.

Nevada Reading Week Conference 2018

Debbie Janes, Anna Monders, and Laura Kimberly were invited to present at the Nevada Reading Week Conference on March 2nd & 3rd, 2018. The theme of this year's conference is "Reading is a Voyage." The Nevada Reading Week Conference, a weekend conference for teachers and librarians, presents speakers with an emphasis on encouraging students to read for both pleasure and information

Spotlight on Prospect

LeAnna Pierce, Prospect Branch Manager, organized and planned a very successful, "Snow Many Books Winter Reading Challenge" at the Prospect Branch Library. There were 14 children who participated in the program over the month of December and first two weeks in January. These children read 4,400 pages and 240 books. The Prospect Library had a coloring contest, crafts, guessing jars, Wii program, and additional programs to provide a safe, welcoming, and fun space for children and their families to meet. Way to go LeeAnna for organizing a successful winter reading program for families in Prospect.





Jackson County Library Services



Blue Ribbon Results



Medford Comic Con has become an economic boon for Medford and Jackson County. Its success has allowed JCLS to increase it to a two-day event (April 28th/29th). Last year's event was the largest library program ever put on in Oregon State history.



Outreach programs continue to improve and bilingual (Spanish/English) options exist at all 15 branches.



Bibliocommons (soon to be available) will provide multiplatform access to the JCLS Catalog and will increase the interaction between staff and patrons.

No more late fees as of January 1st! Patrons will be billed for the cost of items three weeks overdue, but those charges will be cancelled once materials are returned.

Patrons get help with all their devices through the library Digital Outreach program. Since September, library users have learned how to better use their tablets, cell phones and e-readers in over 200 one-on-one sessions with library digital wizards. Schedule your appointment today!

Shorter waits for popular items! JCLS has a new book leasing program that provides more copies of books in heavy demand, which can be returned to the vendor when the demand slows down. Patrons will have new books sooner and the libraries will not have all those extra copies that are no longer needed.

Applegate students who reside in Josephine County were provided a \$100.00 non-resident card at no cost through the Bixler Grant, thus allowing students access to their nearest library.

Wireless hotspots are now available from all JCLS branches through JCLS Connect! Patrons may borrow a hotspot device to gain internet access in their own homes or to take with them on the road or anywhere they may be without an internet connection.

Our popular Booktalk program gets kids excited about reading through engaging presentations to 4th, 5th, and 6th grade classes in Jackson County. In 2017 Booktalks reached more students and expanded to include presentations and book give-aways at summer free lunch sites.





Executive Director Report February 2018

1. Goals for 2018

The Foundation has adopted a Development Plan to outline its goals and plans for 2018.

Major components include:

- A. Raise \$50,000 in unrestricted funds to support Foundation operations
 - a. To include: identifying potential major donors, developing tiered giving levels and benefits, establish a formal Planned Giving Society and accompanying materials, and an Annual Appeal 2018
- B. Raise \$50,000 to support the Central Point Idea Lab
 - a. To include: identifying potential major donors, applying for grants as applicable, developing giving opportunities for donors and sponsors, and helping host the opening event for donors
- C. Continue infrastructure building
 - a. To include: continuing recruiting new board members, working with bookkeeper to update and improve financials, strategic planning session with consultant, and reevaluate branding
- D. Create and implement Year 1 of a Signature Event
 - a. To include: choosing event type, creating an event name and brand, determining funding structure and fundraising goal, sponsorship solicitation, and post event follow-up

2. Central Point Idea Lab fundraising

The Foundation has committed to help fundraise to support the Central Point Idea Lab. To date, we have met with Leigh Blair (Branch Manager), CP Friends, applied for an Oregon Community Foundation grant, and drafted giving opportunities for donors and sponsors.

3. Board Recruitment

Kevin Keating has joined the Foundation board. Kevin, a history teacher at St. Mary's School, and his wife Nikki have been in Medford since 2001 and reared their four kids at the public library. He was on the Library Advisory Committee and is a member of the JCLS Budget Committee.



Administration

Jackson County Library District
Administration Office
PO Box 3275
Central Point, Oregon 97502

541-423-1374
Fax: 541-664-7927

8 February 2018

To: Michael Cavallaro, Executive Director, Rogue Valley Council of Governments

Subject: Jackson County Library District's Intent to Pledge its Participation in the Southern Oregon ShakeAlert Early Adopter Partnership

This letter is meant to serve as our notice of intent to participate in the Southern Oregon ShakeAlert collaborative early adopter partnership under RVCOG's facilitation status. We agree to work with RVCOG to develop a plan for (1) installation of ShakeAlert software in strategic locations within our facilities, (2) providing information on the structures within which the software will be located, (3) working with RVCOG and ShakeAlert officials to identify appropriate strategies to maximize the benefit of access to ShakeAlert's earthquake early warning system, and (4) developing educational and/or training opportunities for our staff using information gathered from ShakeAlert and this early adopter partnership. We also recognize the potential availability of technical assistance in the implementation of automated protective actions through an additional ShakeAlert pilot project under the auspices of ShakeAlert Technical Assistance Agreement partners.

We acknowledge that by agreeing to participate in the Southern Oregon ShakeAlert collaborative early adopter partnership we agree to use the ShakeAlert software internally as per our plan with RVCOG, and to prevent dissemination of the software to any other entity or to the members of the public unless otherwise directed by the United States Geological Survey (USGS).

Finally, we acknowledge that participation in this early adopter phase of ShakeAlert obligates us to assist the University of Oregon and the USGS in identifying strategies and best practices that will assist in the future statewide deployment of the ShakeAlert software and in subsequent rollouts of additional technologies. To assist in our collaboration with RVCOG, the University of Oregon, and the USGS, please find below the name and contact information of the individual we have chosen as our representative to RVCOG for the purposes of the ShakeAlert early adopter partnership.

Susan Kiefer
JCLD, Board President



**Southern Oregon ShakeAlert Collaborative Early Adopter Partnership
Installation Request**

Organization/Agency/Jurisdiction Name: Jackson County Library District	
Main Contact Name: Susan Kiefer	Phone: (541) 664-6674 Email: dedwards@rvcog.org
Number of distinct buildings/facilities to have access to ShakeAlert:	
Address of buildings/facilities for ShakeAlert Installation	Number of workstations per building/facility
18485 N Applegate Rd, Applegate OR 97527	1
410 Siskiyou Blvd, Ashland OR 97520 (two story w/elevator)	2
626 Fir Ave, Butte Falls OR 97522	1
116 S Third St, Central Point OR 97502	1
239 W Main St, Eagle Point OR 97524	1
202 Dardanelles St, Gold Hill OR 97525	1
340 "C" St, Jacksonville OR 97530	1
205 S Central Ave, Medford OR 97501 (two story w/elevator)	2
510 W 1st St, Phoenix OR 97535	1
150 Mill Creek Dr, Prospect OR 97536	1
412 Main St, Rogue River OR 97537	1
7918 Highway 238, Ruch OR 97530	1
Justification for installation of proposed number of ShakeAlert workstations (per building/facility): <p>JCLD has 15 libraries 7 of which are located in rural areas. Each library is considered to be crucial to their respective communities. Having ShakeAlert will provide our staff and patrons the ability to determine what actions need to be taken to protect themselves in the event of an earthquake. Additionally, as this program develops our libraries have the potential to be communication centers to their communities by providing warnings to residents who do not have access to programs like this or the internet.</p>	

PILOT PROJECT ORIENTATION

FREQUENTLY ASKED QUESTIONS

WHAT IS SHAKEALERT?

ShakeAlert is the West Coast's first network-based earthquake early warning system. It is a complex network of sensors and processors managed primarily by the United States Geological Survey (USGS). In the Pacific Northwest, ShakeAlert is also operated in cooperation with the Pacific Northwest Seismic Network (PNSN), which is a partnership between the USGS, the University of Washington, and the University of Oregon. ShakeAlert is informed by hundreds of seismic sensors spread throughout California, Oregon, and Washington, each connected to ShakeAlert processing centers located at the University of Washington, the University of California Berkeley, USGS Menlo Park, and Caltech. These data centers process ShakeAlert messages and share this data with the other centers.

IS SHAKEALERT NEW?

Yes. While the ShakeAlert technology and hardware have been under development for a long time, the ability to react to its capability has become available only recently. It has taken several years to envision and implement the vast array of sensors and the complex software required to detect an earthquake, but the availability of the ShakeAlert signal, for beneficial purposes, is brand new. Several other locations in the world have developed and are using systems similar to ShakeAlert; however, this capability is new to the West Coast of the United States.

IS SHAKEALERT THE SAME AS EARTHQUAKE PREDICTION?

No. This is not predictive science, which may never be possible for earthquakes. This is the rapid detection and processing of an earthquake that is already underway.

HOW IS EARLY WARNING POSSIBLE?

When an earthquake occurs, seismic waves—including compressional (P) waves, transverse (S) waves, and surface waves—radiate outward from the epicenter. The faster, but weaker, P waves trip nearby sensors, causing alert signals to be sent out, giving people and automated electronic systems some time (seconds to minutes) to take protective actions before the arrival of the slower, but stronger, S waves and surface waves that cause damage.

HOW MUCH WARNING IS POSSIBLE?

It depends where you are and where the earthquake starts (when the earthquake is detected). Experts expect that communities on the West Coast will have anywhere from a few seconds to several minutes of advance warning. Once four sensors are triggered, the ShakeAlert system locates the earthquake, estimates the magnitude, and alerts in about 2 seconds. It should be noted that not all communities will always have an advance warning.

ARE A FEW SECONDS OF ADVANCE WARNING HELPFUL?

Yes. A few seconds could make a difference in the number of casualties and the community hardship that follows a large earthquake event. ShakeAlert does not support public warnings yet, but this Pilot program enables selected early adopters to develop implementations that take automatic protective actions or notify trained personnel. The goal is to demonstrate the system's utility and develop technologies that pave the way for broader use. Public utility systems are vital pieces of infrastructure to protect and a key to minimizing the loss of life and property following a damaging earthquake.

WHY ARE WATER SYSTEM ACTIONS IMPORTANT?

Experience in Kobe Japan, for example, has shown that the availability of potable water following a damaging earthquake is vital to the ability to save lives and property. Whether it is for firefighting or for drinking, water is the key to survivability. Earthquake early warning allows reservoirs to be isolated and water supply systems to be hardened (for example, stopping pumps or removing power to a pump station to minimize damage) before severe shaking arrives.

ARE OTHER MUNICIPAL UTILITY SERVICES IMPORTANT TOO?

Yes, there will be instances where sewage treatment and conveyance or road and transportation services are just as important, if not more so, than water service. Opportunities to protect other vital infrastructure should be examined at the same time you plan to harden your water system.

WHY WAS I CONTACTED FOR THIS?

RH2 is reaching out to municipalities that have the characteristics needed to participate in the Pilot program. This means that your utility system has the potential to see significant benefit from this technology and that your staff has a history of responsible planning and progressive project accomplishments.

MY MUNICIPALITY HAS ALREADY COMPLETED AN EARTHQUAKE RESPONSE PLAN. ISN'T THAT ENOUGH?

No. This technology opens the door to actions that most likely were not considered previously. Until now, our industry has been preparing to react after an earthquake. We now have the capability to react BEFORE the severe shaking arrives, which opens the door to policies and actions that were not previously considered. Ask yourself this question, "If I had 30 seconds of warning, what would I do?" If the answer is not immediately obvious, you are most likely not prepared.

WHO CAN TAKE ADVANTAGE OF SHAKEALERT?

Right now, only municipal utility providers. ShakeAlert is in a pilot production phase and RH2 Engineering is authorized to work with municipalities to develop pilot projects on the West Coast. ShakeAlert is looking for RH2, in conjunction with a select group of municipalities, to be early adopters and test the benefits and capability of this technology. More industries and more partners will be added in the years to come, but for now, RH2 is primarily assisting municipalities in developing their pilot applications.

I HAVE HEARD OF OTHER PRIVATE COMPANIES OFFERING A SIMILAR SERVICE. IS THIS DIFFERENT?

Yes, this is different. There are commercial products that can be purchased and placed at your reservoir and pump station sites to sense ground shaking. Those systems sense an earthquake after the shaking has arrived at your site. ShakeAlert includes sensors up and down the West Coast, which places sensors close to the epicenter giving true early-warning capability.

HOW MUCH WILL THIS COST?

It depends. You do not need to buy into the ShakeAlert system (they have been taxpayer funded) and you do not need to pay a subscription fee for access to the signal. However, most likely you will have costs associated with: planning (what would you do with advance warning and under what circumstances?); adding control components to your system (the equipment that receives and reacts to the ShakeAlert signal); and adding valves, switches, and other features to your water system (if they do not currently exist).

IS THIS READY NOW?

Yes. We are ready to meet with you and your staff to show you how we think this technology can be applied in your utility system. The ability to be on-line and take advantage of the early warning capability is ready now. For some municipalities, this could be active in your system within six months.

ARE GRANTS OR LOANS AVAILABLE FOR THIS?

Maybe. While there is no funding assistance currently available from USGS or the PNSN for ShakeAlert pilot projects, these projects might be eligible for a Public Works Trust Fund loan or other grant program (just like any other capital improvement project). Funding assistance may be an important first-step for some municipalities and RH2 can assist in that step.

IF I AM INTERESTED, WHAT DO I DO NEXT?

You will need to apply for, and be accepted as, a pilot project participant. You start by letting RH2 know that you would like to have a follow-up conversation. We are prepared to meet with your staff, your administration, and your Councils or Boards and explain the details and benefits of being a pilot participant. In collaboration with the USGS, RH2 will work with you to develop a plan on how your specific utility system might benefit and help you through the application, planning, funding, and implementation phases. Contact Dan Ervin at dervin@rh2.com for any follow-up questions or to receive additional information.



Jamar Rahming
Library Director

205 South Central Avenue
Medford, Oregon 97501
541-774-6443
sbloom@jcls.org

February 1, 2018

To: Jackson County Library District Board

From: Jamar Rahming, Library Director

RE: Public Art Project Proposal – Talent Reads

The City of Talent has consistently demonstrated strong support for Jackson County Library Services through funding and advocacy. The City of Talent has invited Jackson County Library District to be a partner along with the Dollar General Store in a public art project celebrating literacy. The public art project is a mural on the southern facing exterior of the Dollar General Store. The artist, Cathy Dorris has proposed images that capture the magic and wonderment of reading – a shared value between the City of Talent and Jackson County Library Services.

The District's contribution of \$5,576 will help build public awareness of the library and engagement of the community which is a key objective of the strategic plan. The library district's contribution will be noted on a plaque along with other partners in the project.

The Public Art Project Proposal – Talent Reads is attached. I hope you will consider supporting this key partnership that strengthens our ties with the City of Talent through our shared value of literacy.

Public Art Project Proposal

Talent Reads

Respected Jackson County Library District Board,

The citizens of Talent – the Dollar General - (insert your name here) support literacy and public art as a community.

OBJECTIVE

The objective of this incredibly beautiful public art message is that literacy is a value that our project partners share. With this project, our hope is to ignite the imagination, inform our dreams and memorialize the place that literacy has in becoming who we are in our community. Together, we intend to take a monumental stand for literacy in the City of Talent, on this particularly visible sight.

HISTORY

Talent has a history of supporting literacy. Our community was one of two that provided for support funding to keep the doors of the Talent Library open during the difficult days for the Jackson County Library systems. For several years, Talent collected a monthly user fee of \$3.00 per household dedicated entirely to the Talent Library. The community supported the Council's decision without the need for a vote. In 2014 when the Libraries for All campaign started, Talent citizens like Bonnie Yates, Earl King and Joi Riley formed the Talent group to get out the vote within our City. I still have the T-Shirt. We have always known that Talent reads and we put our money where our books are.

In 2015, the Dollar General pulled out an application to build a store on the entry to Talent. Suddenly we found ourselves looking at a blank canvass of opportunity which serves as the Dollar Generals Southern facing exterior wall. Dollar General said that they would gladly support an art project on the building, as long as the theme supports literacy. The magic of shared values resulted in a \$3000.00 cash contribution from the Dollar General Literacy Foundation!

PROJECT SUMMARY

The art is scheduled to be finished mid March and we have a place card scheduled with the sign company to install at the end of March. We are targeting the first week of April or a near date to press release, unveil and dedicate the project. We anticipate a great celebration co-hosted by the

Mayor of Talent, Talent Maker City and the Dollar General. We really hope to add your name to the list of donors to participate in our dedication celebration of this legacy art project.

Cathy Dorris, the artist. Our choice for the artist wasn't a choice really. More like a must. Talent artist Cathy Dorris is a renowned commercially successful, incredibly talented artist/instructor of many mediums. But don't take my word of it.... One only needs to Google "Cathy Dorris Art" to find many pages of information, extraordinary art work and links that will take you on an artful journey, near and far. Please enjoy 3 proposed art pieces for the Talent Reads public art project.







When incredibly good intentions collide, it opens a portal into our future and memorializes our intention in a very meaningful way. Please consider joining this incredible effort with your contribution.

BUDGET

The total project cost is \$8576.39. We have a start up contribution from the Dollar General Literacy Foundation for \$3000.00 plus the space for the project. Our need remains at \$5576.39. We are asking with our fingers crossed and eyes pinched shut for all or part of \$5576.39. All of the remaining balance as your contribution would certainly make the Jackson County Library District an equal contributor to the project, which would be memorialized on a beautiful plaque produced by the very limited Mayor of Talent's discretionary fund.

Talent Reads!

Very gratefully,

Emily Minah – Project Director

Darby Ayers-Flood – Project Co-Director and Mayor of Talent

*budgets are subject to minimal change but any shortfalls would be provided for with the Mayor's discretionary fund. Schedules are subject to minimal change but we believe we will be on our target dates.

Public Art Project - Talent Reads

Art Commission 6 - 4X8 panels	\$	4,500.00
Frames	\$	500.00
Dibond/install/building permit	\$	3,015.32
Non-profit pass through/accounting 7%	\$	561.07

Total project \$ 8,576.39

Contribution

Dollar General \$ 3,000.00

\$ 3,000.00

Balance/Need \$ 5,576.39



This Agreement is effective upon the last date executed by and between Southern Oregon Historical Society (SOHS) and Jackson County Library District (hereinafter "JCLD"), together referred to as the "Parties".

RECITALS

- A. The Jackson County Library District (JCLD) works to connect Jackson County residents to information, ideas, and each other; and
- B. JCLD values accessibility and champions access to ideas, information, and content; and
- C. JCLD is committed to implementing new models and collaborating with others to improve information access and delivery; and
- D. The Southern Oregon Historical Society (SOHS) follows the best practices of the Society of American Archivists, which meets an exemplary standard established by the Oregon Library Association; and
- E. This agreement between JCLD and SOHS is intended to provide public access to special collections of value to the community in convenient forms, including print, non-print and electronic; and
- F. The Jackson County Library District, JCLD, is a county tax-funded special district with authority to enter into, maintain and pursue breaches, if any, of Agreements, Contracts, Joint Ventures and/or Partnerships, etc.; and
- G. The SOHS Library and Archives is a registered 501(c)(3) nonprofit. In addition, SOHS's Bylaws permit and authorize SOHS to enter into, maintain and pursue breaches, if any of Agreements, Contracts, Joint Ventures and/or Partnerships, etc.; and
- H. Pursuant to law, the parties are authorized to enter into agreements/contracts; and
- I. Pursuant to laws and mission statement, JCLD presently operates a county library network for the benefit of Jackson County residents; and
- J. Presently SOHS Archives' holdings consist of archival materials including photographs, maps, manuscripts and other documents ranging in age from approximately 1851 through the present, which are organized, cataloged and preserved for continuing public information, education, and recreation. SOHS has performed this function since its founding in 1946; and
- K. As used herein, SOHS Archive, Library, Holdings, and/or Collection refers to the archival materials described in Recital J in any format; and

- L. The SOHS Library and Archives maintains an appropriate space open to the public specifically for use of an archive and library materials; and
- M. SOHS's public space and physical collections are maintained in a climate-controlled environment suitable for archival materials at the SOHS History Center, 106 N. Central Ave, Medford, OR.; and
- N. The SOHS Library and Archives are solely owned by and under the sole control and management of the SOHS, which adheres to [Society of American Archivists Guidelines for Evaluation of Archival Institutions](#).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.
2. **DURATION.** Except for earlier termination as provided herein, the term of this Agreement commences upon approval and execution by both JCLD and SOHS and terminates one year from the Effective Date, unless extended in writing as provided for herein. JCLD may extend this Agreement by notifying SOHS in writing that it intends to extend the Agreement. The extension shall be effective upon written consent by SOHS to the extension under terms and conditions mutually agreeable to the Parties.
3. **SOHS SERVICES, FUNCTIONS AND RESPONSIBILITIES.** SOHS shall use its best efforts, which shall be objectively reasonable, to achieve the following objectives during the period of this Agreement and under any Extensions:
 - 3.1 **Summary.** SOHS will employ a part-time professional archivist at a minimum of 20 hours per week to maintain the organization and conservation of archival materials; oversee day-to-day operations; train and supervise volunteers; develop and maintain the SOHS.org website, and network with local historians and affiliated local organizations.
 - 3.2 **Basic Benefits.** On the Effective Date of this Agreement:
 - 3.2.1 SOHS will cease charging a day-use or basic research fee to Jackson County residents who use the SOHS Library and Archives.
 - 3.2.2 SOHS shall maintain a website including, at a minimum, the following information: SOHS Library and Archives physical address, phone number, email address for information requests, operating hours, and description of Collection.
 - 3.2.3 SOHS will respond without charge to phone and email requests from Jackson County residents related to information contained in the SOHS library and Archives collection.

- 3.2.4 Use of the SOHS Library and Archives reading room shall be limited to people who desire access to the SOHS Library Archive collection and agree to follow SOHS Library and Archive policies.
- 3.2.5 SOHS will provide all residents scanned materials that respond to such requests unless such materials are too fragile, too lengthy, or under copyright. Such assessments are at the sole discretion of the Archivist or her designated representative(s). Such discretion shall not be unreasonably withheld.
- 3.2.6 SOHS staff and volunteers will generally limit research efforts on a request from a Jackson County resident to one hour and provide up to 20 pages of scanned materials. For extended research, residents are encouraged to come to the Archives. Volunteers may do extended research for a fee of \$10 per half hour if requested, and if directed by the Archivist.
- 3.2.7 Jackson County Library employees have priority phone and email access to the SOHS Library and Archives. All materials sent electronically to the libraries may be printed out for patrons, added to local files or otherwise used to improve local library services, unless such use would violate copyright laws.
- 3.2.8 The Archivist will prepare quarterly reports for SOHS Library analysis that include statistics of patronage and use type as well as website use. The Archivist will seek methods to increase public interest and periodically prepare narratives concerning SOHS projects and activities.
- 3.3 **Restrictions.** The SOHS Library does not lend materials for use outside the building without expressed authorization and in the sole discretion of the Archivist.
- 3.4 **Fees.** SOHS will continue to charge a reasonable fee for:
 - 3.4.1 Extended research by the Archivist or SOHS volunteers, upon request, will be assessed at the rate of \$10 per half (1/2) hour.
 - 3.4.2 High resolution scans of its photographs: \$15 per photo and photocopies of its materials at \$.25 per page. Funds so generated are deposited in the SOHS general fund.
 - 3.4.3 Any change of rates will be established after consultation with JCLD.
- 3.5 **Schedules.** Within two (2) weeks of the Effective Date of this Agreement, SOHS Library and Archives will open according to a schedule of Tuesday – Saturday, noon-4:00 P.M. and continue so long as this Agreement and any, if any, Extensions hereof. SOHS Library will close on holidays observed by the JCLD.

- 3.6 **Access.** JCLD staff will have direct access to the SOHS Library and Archives only through arrangements with the SOHS archivist, her designated representative, or the SOHS Board of Trustees.
- 3.6.1 **Training.** The SOHS archivist will train JCLD staff regarding the contents of the SOHS Library and Archives, and familiarizing JCLD staff with the basic operations of the SOHS Library and Archives. The SOHS archivist will provide two (2) trainings under this section during the term of the contract for JCLD staff, to familiarize staff with SOHS holdings and other local history resources, either at the SOHS Library or at a mutually agreed time and place designated by JCLD.
- 3.7 **Archivist.** The SOHS archivist will work during the SOHS Library and Archive's open hours to provide supervision, oversight and consultation with the SOHS Library volunteers.
- 3.7.1 The SOHS archivist is entitled to sick time as needed and up to two weeks' unpaid vacation annually, subject to approval from the SOHS Board of Trustees and in accordance with SOHS employee policies.
- 3.7.2 SOHS will provide a paid, trained substitute archivist during the absences of SOHS's regular archivist due to vacation or illness, unless the archivist absence is for no more than two (2) consecutive working days.
- 3.7.3 The Archivist will attend meetings with JCLD staff at a mutually agreeable time at JCLD request.
- 3.7.4 The Archivist will meet with JCLD staff to discuss and implement additions to the JCLD website concerning local history (not including enhancement of branch pages, which is covered under Benefit 3 in section 3.9 below).
- 3.8 **Additional Benefits.** At the discretion of the Jackson County Library District Board, the following benefits may be added to the contract with SOHS (see Addendum for amounts and billing details):

Benefit 1: Additional online access to SOHS Images:

4000 photos to be converted to website images, uploaded and linked to their descriptions in the sohs.org photos database online

Benefit 2: Additional online access to documents in the SOHS Archives

104 documents per year, scanned, uploaded and linked to records in the SOHS PastPerfect online catalog

Benefit 3: Enhance Jackson County Library Services Website with Virtual Exhibits

The focus of each exhibit will be one Jackson County community. It will include selected SOHS images and full text documents. It will also contain material provided and/or developed by local historical groups that will receive a portion of the funding that JCLD provides to SOHS.

4. **PAYMENT.** Subject to the terms and conditions set out in this Agreement, JCLD shall pay SOHS for archival services pursuant to this Agreement from legally available funds.
 - 4.1 SOHS shall provide all necessary information to JCLD to establish SOHS as a vendor of JCLD, such information shall include, but not be limited to SOHS's contact information and tax identification number.
 - 4.2 This payment shall be monthly in the amount of \$ 3,250 (one twelfth of the basic fee, which is \$39,000 annually) and will, until further notice, be sent to:

Southern Oregon Historical Society
106 N. Central Ave
Medford, OR 97501
 - 4.3 Additional payments for deliverables defined in the Addendum will be made within 30 days of receipt of the bill sent by SOHS to JCLD.
5. **REVENUE.** This Agreement does not involve the receipt of revenue. Each party shall be solely responsible for revenue, if any received.
6. **PERSONNEL.** No employees will be transferred pursuant to this Agreement. SOHS shall be solely responsible for wages and benefits paid to employees working for SOHS, if any.
7. **REAL OR PERSONAL PROPERTY.** There shall be no transfer of title or possession to any real or personal property pursuant to this Agreement.
8. **TERMINATION.**
 - 8.1 All or part of this Agreement may be terminated by mutual consent by both Parties; or by either party at any time, upon ninety (90) days' notice in writing and delivered by certified mail.
 - 8.2 Except in the event of breach, in the event of termination of this Agreement, each party shall be responsible for its own costs and expenses in complying with the Agreement.
 - 8.3 This Agreement may be terminated by either party if the other party commits any material breach of any of the terms or conditions of this Agreement and fails or neglects to correct the same within 30 days after written notice of such breach. If the breach is of such nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if correction of the breach begins within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as is practicable.
9. **REMEDIES.** In the event of termination, JCLD shall pay SOHS for services rendered prior to the termination date.
10. **ASSIGNMENT.** SOHS shall not assign or transfer any interest in this Agreement without prior written consent of JCLD, provided, however, that SOHS may subcontract the performance of any provision

or obligation required by this Agreement, so long as SOHS remains primarily responsible to the JCLD for the performance of such provision or obligation.

11. **INSPECTION RECORDS.** JCLD shall have access at all reasonable times, including during normal working hours, and to all books and records, electronic or hard copy, of SOHS that pertain to management of the SOHS Library and Archives. SOHS shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated in the performance of the Agreement. JCLD and their duly authorized representatives shall have access to the books, documents, papers and records of SOHS which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by SOHS for three years or any longer period required by Local, State or Federal law. SOHS is responsible to reimburse for any SOHS demonstrated audit discrepancies involving deviation from the terms of the Agreement.

12. **HOLD HARMLESS AND INDEMNIFICATION.** The Jackson County Library District is not providing services but purchasing services through SOHS. Accordingly, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the Party found at fault shall hold the other harmless, defend and indemnify the other from any and all claims, demands, damages or injuries, liability of damage, directly or proximately caused by the Party at fault, including injury resulting in death or damage to property, that anyone may have or assert by reasons of any error, act or omission of the Party found at fault, its officers, employees or agents. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.
 - 12.1 If the loss or claim is caused by the joint concurrent negligence or other fault of both Parties, all loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each. The obligations of each party under this paragraph shall survive the termination of this contract.
 - 12.2 Except as provided for in this Agreement, the JCLD shall not be liable for any obligations incurred by SOHS. SOHS shall not represent to any person that JCLD is liable for SOHS's obligations; except for such obligations JCLD may be liable as provided for in this Agreement.

13. **INSURANCE.** SOHS, at its sole cost and expense shall maintain all risk property and public liability insurance policies on the prospective properties and resources included in this Agreement.

14. **DISPUTE RESOLUTION.** JCLD and SOHS shall attempt to resolve all disputes through staff discussions at the lowest possible level. Both Parties to this Agreement agree to provide other resources and personnel to negotiate and resolve disputes that are not resolved at the staff level. In the event the first attempts are pursued in good faith but are unsuccessful, claims, disputes or other matters in questions between the Parties to this Agreement arising out of or relating to this Agreement, or breach thereof shall be determined by mediation, arbitration, or litigation. Disputes shall be initially submitted to mediation by a mediator chosen by the Parties. The cost of mediation shall be borne

equally by the Parties. If the Parties are unable to agree upon a mediator within 5 days or if mediation fails to resolve the dispute and if either party wants to further pursue the dispute, either party may request that the dispute be submitted to arbitration before a single arbitrator mutually agreed to by the Parties. If both Parties agree to arbitration but are unable to agree upon an arbitrator, each party shall select an arbitrator. The arbitrators so chosen shall select a third arbitrator, who shall serve as the sole arbitrator. Unless the Parties mutually agree otherwise, any arbitration proceeding shall be conducted in accordance with the currently in effect Arbitration Rules of the American Arbitration Association pursuant to ORS 190.720. Notwithstanding the above, either party may, at its own discretion, elect to resolve disputes in excess of \$50,000 by litigation, if mediation is not successful.

- 15 **ATTORNEY FEES.** If the services of an attorney are retained to enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, the prevailing party will be entitled to recover from the losing party its attorneys' fees, paralegal fees, accountant fees, and other expert fees, as well as other fees, costs, and expenses actually incurred in connection therewith. In the event of a suit, an action, an arbitration, or other proceeding, the amount of fees will be determined by the judge or arbitrator, will include fees and expenses incurred on any appeal or review, and will be in addition to all other amounts provided by law.
- 16 **REPRESENTATION OF AUTHORITY.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
- 17 **VENUE, GOVERNING LAW, AND INTERPRETATION.** This Agreement has been executed and delivered in the State of Oregon and the laws of such state shall govern the validity, construction, enforcement, and interpretation of this Agreement without regard to its conflict of laws provision. Exclusive jurisdiction for any dispute concerning this Agreement shall be in Jackson County, Oregon.
- 18 **FURTHER ASSURANCES.** The parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force to the terms of this Agreement.
- 19 **LEGAL REPRESENTATION ACKNOWLEDGEMENTS.** The parties acknowledge that they have been represented by counsel of their own choice, that they have read this Agreement and have had the opportunity to have it fully explained to them by counsel of their own choice, and that they are fully aware of the contents of this Agreement and of its legal effect.
- 20 **NOTICE AND REPRESENTATIVES.** All notices, certificates, or communications shall be delivered or mailed postage prepaid to the Parties at their respective places of business as set forth below or at a place designated hereafter in writing by the Parties.

Southern Oregon Historical Society:

Douglas M McGeary
N Oakdale Ave
Medford, OR 97501

Jackson County Library District:

Susan Kiefer
205 S Central Ave
Medford, OR 97501

And when so addressed, shall be deemed given three days after deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

21 **MERGER.** This Agreement constitutes the Entire Agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No amendment, consent, or waiver or terms of this Agreement shall bind either party unless in writing and signed by all Parties. Any such amendment, consent or waiver shall be effective only in the specific instance and for the specific purpose given. The Parties, by the signatures below or their authorized representatives, acknowledge having read and understood the Agreement and the Parties agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed in two (2) duplicate originals, either as individuals, or by their officers thereunto duly authorized.

DATED this ____ day of _____, 2018.

JACKSON COUNTY LIBRARY DISTRICT

By: Susan Kiefer
Title: President, JCLD
Date: _____

And

SOUTHERN OREGON HISTORICAL SOCIETY

By: Douglas M McGeary
Title: President, SOHS
Date: _____

ADDENDUM

Each accepted benefit to be initialed by JCLD representative.

Accepted by JCLD	SERVICE		
	Basic maintenance of and access to the SOHS Archives Including Archives staff, building maintenance, utilities, administrative support	\$39,000	To be paid monthly, at \$3,250 per month
	Provide Web Access to Digitized Photos	Not to exceed \$ 2,800	To be billed to JCLD after 4000 additional photos are linked on the sohs.org website. Charges are to be billed per request at \$25 per hour.
	Provide Web Access to Digitized Documents	Not to exceed \$ 2,808	To be billed to JCLD at \$27 per document, billed no more than 4 times in one fiscal year
	Enhance JCLS Website with Virtual Exhibits for branch libraries (\$1000 per branch library)	Not to exceed \$ 2,000	To be billed to JCLD after completion of a branch library virtual exhibit, no more than twice in one fiscal year