

JACKSON COUNTY LIBRARY DISTRICT (JCLD)
Dial 1-669-900-6833 to attend by phone.
Enter Meeting ID (access code): 995 5006 4851
Or, click the link below to attend using Zoom:
https://libraryiq.zoom.us/j/99550064851
May 14, 2020, at 4:00 p.m.

BOARD MEETING AGENDA

CALL TO ORDER/ROLL CALL

INTRODUCTIONS / PROCLAMATIONS

CONSENT AGENDA (Action)

- 1. April 9, 2020 Board Meeting Minutes
- 2. April 23, 2020 Board Special Meeting Minutes
- 3. JCLD Monthly Financial Report

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

REPORTS (Inform)

- 4. Library Director Report Kari May
- 5. Quarterly Statistical Report Carey Hunt
- 6. SOHS Quarterly Report Kira Lesley & Douglas McGeary
- 7. Transition Roadmap Kari May & Lisa Marston

UNFINISHED BUSINESS (Discuss/Action)

8. Update on Staged Library Operations Plan – Kari May

NEW BUSINESS (Inform/Discuss/Action)

- 9. Talent Lease Assignment Jacqueline Bunick
- 10. Custodial Services Contract with Pathway Enterprises Lisa Marston & Kari May
- 11. Security Guard Services Contract with Concierge Home & Business Watch Lisa Marston & Kari May
- 12. Legal Services Contract with Jarvis, Dreyer, Glatte & Larsen, LLP Lisa Marston
- 13. Extension of Shared ILS Agreement with RCC Lisa Marston

COMMITTEE AND BOARD MEMBER REPORTS (Inform)

Individual Board Member Reports

FUTURE MEETINGS/EVENTS/OBSERVANCES:

May 18 – Budget Committee Meeting (if needed)

May 28 - Board Special Meeting (if needed)

June 11 - Budget Hearing & Board Regular Meeting

June 25 - Board Special Meeting (if needed)

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



JACKSON COUNTY LIBRARY DISTRICT (JCLD) BOARD MEETING AGENDA

Dial 1-669-900-6833 to attend by phone. Enter Meeting ID (access code): 280 039 004
Or, click the link below to attend using Zoom:
https://libraryiq.zoom.us/j/280039004
April 9, 2020, at 4:00 p.m.

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 (Lib Dir), Carey Hunt (Asst Lib Dir), Claudine Taillac (Asst Lib Dir), Crystal Stroud (JCLF Ops Mgr), Ryan Bradley (JCLF Marketing Coord), Kristin Anderson (JCLF Cluster Mgr), Elisabeth Campbell (JCLF Ops Mgr), Kevin Keating (JCLF Board Member), Robert Felthousen (RCC Lib Dir), Kira Leslie (SOHS), Jackie Bunick (Legal Counsel), Brynn Fogerty (HR Manager), Lisa Marston (Dist Admin), Donovan Edwards (Admin Asst), Ron Sharp (IT Manager), Jennifer Giltrop (LS&S CLO)

CALL TO ORDER

Director Shaw called the meeting to order at 4:10 p.m.

CONSENT AGENDA

MOTION: Director Dziura moved to approve the Consent Agenda. Director Shaw seconded the motion. The motion was approved unanimously.

REPORTS

Library Director's Report

Ms. May said there has been a significant increase in some digital services being used and E-card sign ups have almost doubled in the last two weeks. Brystan Strong has been reaching out to local schools to share about the digital resources available.

RCC Report

Mr. Felthousen said that attendance had been down about 25% enrollment rate, with the online classes being made available now that drop has been reduced to about 9%.

JCLF Report

Mr. Keating said that they were working on how to keep Ms. Campbell working. A meeting on April 21, 2020 will hopefully resolve this and other things.

Transition Roadmap

Ms. Marston noted that three of the pending items are on the agenda for later in this meeting. She informed the Board that it may be difficult to obtain more than one health insurance quote in light of the current Covid-19 Pandemic. The "go live" dates for Tyler Technologies Tyler-Incode Accounting and Payroll System will be staggered throughout October, adding that the Purchasing Module would be the final module scheduled to go live on October 20th, 2020.

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UNFINISHED BUSINESS

Resolution 2019/2020-05 Authorizing Actions Taken Based on COVID-19 Response Protocol; Continued Funding for JCLS Staff Salaries; and Adopting Temporary Policy

MOTION: Director Kiefer moved to approve Resolution 2019/2020-05 Authorizing Actions Taken Based on COVID-19 Response Protocol; Continued Funding for JCLS Staff Salaries; and Adopting Temporary Policy. Director Dziura seconded the motion. The motion was approved unanimously.

NEW BUSINESS

COVID-19 Response Virtual Library Services Plan

MOTION: Director Kiefer moved to approve the COVID-19 Response Virtual Library Services Plan. Director Dziura seconded the motion. The motion was approved unanimously.

Collection Management System Recommendation

MOTION: Director Kiefer moved to approve the Collection Management System Recommendation. Director Shaw seconded the motion. The motion was approved unanimously.

Resolution 2019-2020-06 Authorizing Premium Conversion Plan

MOTION: Director Turner moved to approve Resolution 2019-2020-06 Authorizing Premium Conversion Plan. Director Kiefer seconded the motion. The motion was approved unanimously.

Resolution 2019-2020-07 Authorizing Declarations of a State of Emergency and Certain Actions During a State of Emergency

MOTION: Director Turner moved to approve Board Responsibilities Policy. Director Dziura seconded the motion. The motion was approved unanimously.

JCLS Employee Handbook (Personnel Policies)

After some discussion between Board Members, HR Manager Brynn Fogerty, and Ms. May regarding recommended changes to the proposed JCLS Employee Handbook it was agreed that further information and discussion was necessary. A special JCLD Board Meeting was scheduled for April 23rd, 2020, beginning at 4:00 p.m.

NEXT MEETING

The next meeting will be held on Zoom, Thursday, April 23rd, 2020.

ADJOURN

Vice President Shaw adjourned the Regular Board meeting at 6:30 p.m.

/s/ Donovan Edwards	
Recording Secretary	



JACKSON COUNTY LIBRARY DISTRICT (JCLD) **BOARD MEETING AGENDA**

Dial 1-669-900-6833 to attend by phone.
Enter Meeting ID (access code): 280 039 004
Or, click the link below to attend using Zoom:
https://libraryiq.zoom.us/j/280039004
April 23, 2020, at 4:00 p.m.

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 (Lib Dir), Carey Hunt (Asst Lib Dir), Claudine Taillac (Asst Lib Dir), Crystal Stroud (JCLF Ops Mgr), Jennifer Giltrop (LS&S CLO), Kristin Anderson, Michael Grutchfield, Charlene Prinsen, Terra McLeod (JCLS Cluster Mgrs), , Jackie Bunick (Legal Counsel), Brynn Fogerty (HR Manager), Lisa Marston (Dist Admin), Donovan Edwards (Admin Asst), Brystan Strong (Youth Services Coordinator), Carrie Turney-Ross (Adult Services Coordinator), Patrick Matthewes, Thalia Truesdell (Branch Mgrs)

CALL TO ORDER

Director Shaw called the meeting to order at 4:07 p.m.

UNFINISHED BUSINESS

Staged Library Operations Plan

MOTION: Director Kiefer moved to approve the Staged Library Operations Plan. Director Turner seconded the motion. The motion was approved unanimously.

ICLS Employee Handbook (Personnel Policies)

MOTION: Director Turner moved to approve the JCLS Employee Handbook – Personnel Policies. Director Dziura seconded the motion. The motion was approved unanimously.

NEXT MEETING

The Budget Committee meeting will be held on Zoom, Monday, May 11th, 2020, at 4:00 pm. The next Regular Board Meeting will be held Thursday, May 14th, at 4:00 pm.

ADJOURN

Vice President Shaw adjourned the Regular Board meeting at 4:44 p.m.

/s	/ Donovan Edwards	
Re	ecording Secretary	

					Percentag
	Budget- Current Year	Current Month Actual	YTD Actual	Budget Remaining	received or spent t
 Operating revenue	i eai	Actual	TTD Actual	Budget Kemaning	uat
Current Property Tax Collections	10,610,000.00	35,547.44	10,112,490.82	(497,509.18)	95.319
Prior Year Property Tax Collections	200,000.00	9,083.40	166,381.41	(33,618.59)	83.19
Interest Income	310,000.00	22,635.43	268,116.64	(41,883.36)	86.489
Interest Income Interest- Lindberg Note	13,000.00	1,103.33	11,304.81	(1,695.19)	86.96
Other Income	5,000.00	0.00	2,597.02	(2,402.98)	51.94
E Rate	106,000.00	8,848.50	88,413.00	(17,587.00)	83.40
Reimbursements From RCC	34,100.00	0.00	29,988.57	(4,111.43)	87.94
Ready To Read Grant	35,000.00	0.00	36,353.00	1,353.00	103.86
Conference Room Rental	0.00	0.00	129.10	1,333.00	0.00
Government Agency Rentals	109,420.00	0.00	109,420.14	0.14	100.00
Inter-library Loan Fees	1,000.00	0.00	0.00	(1,000.00)	0.00
Late Fee Charges- RCC/UMS	0.00	1,249.37	9,915.10	9,915.10	0.00
•	0.00	0.00	7,490.86	7,490.86	0.00
Lost/Damaged Materials Photocopy/Fax Sales	9,000.00	0.00	6,875.63	(2,124.37)	76.39
Patron Refunds	9,000.00	0.00	(2,403.28)	(2,124.37)	0.00
Printer Sales	0.00	0.00	15,231.28	15,231.28	0.00
On Line Fee Collections	0.00	29.89	728.82	728.82	
		0.00			101.17
Hulburt Donation	130,000.00	0.00	131,527.00	1,527.00	37.16
Library Friends Donations	65,000.00		24,159.43	(40,840.57)	
Library Foundation Donations	10,000.00	0.00	50,485.46	40,485.46	504.85
General Public Donations	500.00	0.00	370.48	(129.52)	74.09
OR Community Foundation- restricted	12,000.00	0.00	2,721.86	(9,278.14)	22.68
OR Community Foundation- non	2,000.00	0.00	0.00	(2,000.00)	0.00
EJ Smith Trust-Restricted	85.00	0.00	0.00	(85.00)	0.00
Ted Gerlock-Restricted	15.00	0.00	0.00	(15.00)	0.00
Carpenter Foundation-Restricted	3,000.00	0.00	3,000.00	0.00	100.00
Library Foundation Donations- CP	10,000.00	0.00	0.00	(10,000.00)	0.00
Oregon Community Foundation-	29,000.00	0.00	0.00	(29,000.00)	0.00
Kaleidoscope grant	0.00	0.00	1,579.24	1,579.24	0.00
Gebhard Estate	200,000.00	0.00	307,585.63	107,585.63	153.79
Restricted Grants- Misc.	0.00	0.00	6,600.00	6,600.00	0.00
Beginning Fund Balance-Unrestricted	7,700,000.00	0.00	7,212,782.85	(487,217.15)	93.67
Beginning Fund Balance-Restricted	500,000.00	0.00	714,703.50	214,703.50	142.94
al Revenue	20,094,120.00	78,497.36	19,318,548.37	(775,571.63)	96.149

Date: 5/11/2020, 10:08 AM

					Percentage
	Budget- Current	Current Month			received or spent to
	Year	Actual	YTD Actual	Budget Remaining	date
Expenditures		·			
Personnel Expenses					
Salaries and Wages	90,825.00	14,408.43	92,103.92	(1,278.92)	101.40%
FICA and Medicare- payroll taxes	34,500.00	1,058.30	7,178.56	27,321.44	20.80%
Worker comp- payroll taxes	3,000.00	39.87	276.49	2,723.51	9.21%
Health/Dental Insurnace	50,400.00	2,133.78	11,704.56	38,695.44	23.22%
Retirement Contribution	30,686.00	744.18	7,441.80	23,244.20	24.25%
Payroll- SUTA	9,950.00	0.00	0.00	9,950.00	0.00%
Transition team	360,059.00	0.00	0.00	360,059.00	0.00%
Total Personnel Expenses	579,420.00	18,384.56	118,705.33	460,714.67	20.49%
Materials and Services					
Accounting Services	40,000.00	13,904.31	33,963.59	6,036.41	84.90%
Auditing Services	11,300.00	0.00	11,050.00	250.00	97.78%
Administrative Services	38,000.00	4,218.94	33,623.18	4,376.82	88.48%
Bank Fees/Interest Expense	1,000.00	88.30	788.22	211.78	78.82%
Consultant Fees	50,000.00	0.00	12,309.24	37,690.76	24.61%
Elections	0.00	0.00	334.00	(334.00)	0.00%
Insurance	30,000.00	0.00	22,167.00	7,833.00	73.89%
Legal Services	50,000.00	2,270.00	23,446.50	26,553.50	46.89%
Memberships, Dues and Subscriptions	5,000.00	438.90	3,422.30	1,577.70	68.44%
Supplies	5,000.00	358.47	2,681.68	2,318.32	53.63%
Postage	3,000.00	637.38	1,348.85	1,651.15	44.96%
Travel- airfare, lodging, meals etc	20,000.00	172.00	5,348.48	14,651.52	26.74%
Special fees and Expenses	1,000.00	0.00	1,017.64	(17.64)	101.76%
Advertising/Legal Notices	3,000.00	0.00	5.00	2,995.00	0.16%
Subtotal	257,300.00	22,088.30	151,505.68	105,794.32	
Professional Development	0.00	416.25	416.25	(416.25)	0.00%
Alarm Services	3,465.00	0.00	1,839.67	1,625.33	53.09%
Building Repair/Maintenance	467,937.00	38,994.75	389,947.50	77,989.50	83.33%
Custodial Services	419,322.00	34,943.57	314,681.13	104,640.87	75.04%
Custodial Supplies	12,600.00	1,028.61	10,407.42	2,192.58	82.59%
Landscape Services	9,072.00	756.03	8,804.27	267.73	97.04%
Maintenance Services	2,000.00	0.00	0.00	2,000.00	0.00%
Security Services	84,791.00	6,992.25	63,353.20	21,437.80	74.71%
Signs and Signal Materials	25,000.00	1,472.50	6,453.50	18,546.50	25.81%
Building Repair/Maintenance- B-7	245,000.00	0.00	0.00	245,000.00	0.00%
Fees- Lindberg Note	72.00	6.00	60.00	12.00	83.33%

Date: 5/11/2020, 10:08 AM

						Percentage
		Budget- Current	Current Month			received or spent to
		Year	Actual	YTD Actual	Budget Remaining	date
	Copier Expense	0.00	773.99	5,194.01	(5,194.01)	0.00%
	Equipment Repair/Maintenance	30,000.00	627.00	8,357.30	21,642.70	27.85%
	Facility Furnishing Expense	25,000.00	0.00	0.00	25,000.00	0.00%
	Minor Equipment	50,000.00	2,060.15	16,283.79	33,716.21	32.56%
	Computers and technology	200,000.00	3,117.77	85,688.97	114,311.03	42.84%
	Supplies and Expenses-Facilities	500.00	0.00	0.00	500.00	0.00%
	Computer Software and Licensing	50,000.00	8,875.00	21,882.00	28,118.00	43.76%
Subtotal		1,624,759.00	100,063.87	933,369.01	691,389.99	
	Transition expenses	250,000.00	36,570.84	127,754.41	122,245.59	51.10%
	LS&S Contract	5,738,291.00	466,507.84	4,695,146.29	1,043,144.71	81.82%
	Library Materials	1,314,337.00	76,678.54	852,137.50	462,199.50	64.83%
	City Participation	16,700.00	0.00	0.00	16,700.00	0.00%
	Strategic Plan Initiative	21,500.00	0.00	0.00	21,500.00	0.00%
	E Rate Services	33,765.00	8,441.25	25,323.75	8,441.25	75.00%
	Unique Management Services	16,883.00	4,220.75	12,662.25	4,220.75	75.00%
	Comic Con	23,100.00	632.31	4,967.27	18,132.73	21.50%
	LS &S- digital library staff	178,000.00	11,233.73	94,745.94	83,254.06	53.22%
	SOHS contract	39,000.00	3,250.00	32,500.00	6,500.00	83.33%
	Advertising	5,000.00	0.00	10,638.92	(5,638.92)	212.77%
	JCLF contract	55,000.00	0.00	41,250.00	13,750.00	75.00%
	Branch Support	15,000.00	0.00	0.00	15,000.00	0.00%
Subtotal		7,706,576.00	607,535.26	5,897,126.33	1,809,449.67	
	Electricity	241,500.00	15,696.54	140,535.17	100,964.83	58.19%
	Natural Gas	31,500.00	4,295.91	27,670.58	3,829.42	87.84%
	Garbage Service	15,750.00	1,590.88	12,868.54	2,881.46	81.70%
	Water and Sewer Service	32,550.00	2,079.87	22,030.73	10,519.27	67.68%
	Street and Storm Drain Fees	18,900.00	1,624.27	16,696.63	2,203.37	88.34%
	Telecom-Voice and LD	27,000.00	1,610.38	19,260.95	7,739.05	71.33%
	Telecom-Wide Area Network	115,500.00	8,641.59	90,781.04	24,718.96	78.59%
	Telecom-Internet Services	25,200.00	2,091.96	20,570.76	4,629.24	81.63%
	Municipal Assessments	3,550.00	414.25	3,014.19	535.81	84.90%
	Telecom- Hot Spots	52,000.00	4,372.20	39,203.14	12,796.86	75.39%
Subtotal	•	563,450.00	42,417.85	392,631.73	170,818.27	75.5570
Subtotal		303,430.00	42,417.03	392,031.73	170,010.27	
Mai	intenance & Fuel for Vehicles	16,000.00	401.43	8,467.61	7,532.39	52.92%
	Hulburt Donation	125,000.00	4,792.50	51,111.37	73,888.63	40.88%
	Library Friends Donations	65,000.00	140.00	22,807.27	42,192.73	35.08%
	Library Foundation Donations	110,000.00	2,116.80	46,152.38	63,847.62	41.95%
	General Public Donations	2,500.00	0.00	0.00	2,500.00	0.00%
	OR Community Foundation-restricted	42,000.00	0.00	2,570.54	39,429.46	6.12%
	EJ Smith Trust Books	85.00	0.00	0.00	85.00	0.00%
	Gerlock Trust Books	15.00	0.00	0.00	15.00	0.00%

Date: 5/11/2020, 10:08 AM

					Percentage
	Budget- Current	Current Month			received or spent to
-	Year	Actual	YTD Actual	Budget Remaining	date
Carpenter Foundation Books	3,000.00	0.00	0.00	3,000.00	0.00%
Ready to Read Grant	70,000.00	0.00	0.00	70,000.00	0.00%
Kent Family Trust	5,000.00	0.00	433.72	4,566.28	8.67%
Library Foundation Donations- CP	50,000.00	0.00	0.00	50,000.00	0.00%
Lindberg Estate expense	100,000.00	0.00	0.00	100,000.00	0.00%
2018 Ready to Read Grant	0.00	315.79	33,277.87	(33,277.87)	0.00%
Kaleidoscope grant expenditures	0.00	162.09	2,251.10	(2,251.10)	0.00%
Gebhard Estate expenditures	200,000.00	0.00	0.00	200,000.00	0.00%
Restricted grants- expenses	0.00	0.00	1,210.00	(1,210.00)	0.00%
Subtotal	772,600.00	7,527.18	159,814.25	612,785.75	
Total Materials and Services	10,940,685.00	780,033.89	7,542,914.61	3,397,770.39	68.94%
Other expenditures					
Capital Outlay	250,000.00	0.00	76,785.48	173,214.52	30.71%
Contingency	750,000.00	0.00	0.00	750,000.00	0.00%
Ending Fund Balance	5,524,015.00	0.00	0.00	5,524,015.00	0.00%
Total Other expenditures	6,524,015.00	0.00	76,785.48	6,447,229.52	1.18%
Transfers to CIF					
Transfer to Capital Improvement Fund	2,050,000.00	0.00	2,050,000.00	0.00	100.00%
Total Transfers to CIF	2,050,000.00	0.00	2,050,000.00	0.00	100.00%
Total Expenditures	20,094,120.00	798,418.45	9,788,405.42	10,305,714.58	48.71%
Net Revenue Over Expenditures	0.00	(719,921.09)	9,530,142.95	9,530,142.95	0.00%

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Jackson County Library District Statement of Revenues and Expenditures From 4/1/2020 Through 4/30/2020

201 - Capital Improvement Fund

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



JACKSON COUNTY LIBRARY SERVICES BUSINESS OFFICE 205 S. Central Ave. Medford, OR 97501

Director's Report May 2020

Administration

Director Kari May gave a brief presentation on the staged plan to reintroduce library services to 75 librarians in Oregon during the State Library's weekly topic Zoom meeting on April 29. The JCLS plan is on the State Library's Libguide for COVID response: https://libguides.osl.state.or.us/coronavirus/policies

Marketing

Since the libraries closed at the end of March, the Marketing team's role has pivoted to support updates to the website, maintain changes to databases, create and send notifications for patrons, and virtual engagement. Changes to the website include promotions of digital resources and a new page designed to provide a one-stop resource for patrons for at-home services as well as COVID-19 information. New databases have been added to the Research page. The email newsletter has been used not only to inform patrons about service changes, but also as another avenue to promote online resources and programs. Social media efforts have shifted to promote online resources, from using books available digitally for the weekly Friday Reads posts to increased efforts to promote individual databases. Facebook advertising is being used to promote newly created online programming. Social media has become increasingly important for connecting with the community. Though people following the Library's social media channels has been increasing steadily since October 2018, there has been an even bigger jump since late March, especially on Facebook, with over 100 new followers between March and April, which is more than were added in the previous five months combined.

National Library Week – "Find the Library at Your Place" The National Library Week passive program, "Find a Book," was a systemwide effort, with everyone from the Couriers to Friends volunteers working with branch staff to contribute to its success. More than 1,000 books were packaged and distributed to all 15 branches to be hidden throughout the community. From Sunday, April 19, through Saturday, April 25, staff and volunteers hid books across the county in key areas where the public would find them, including park benches, bus stops, mailboxes at multi-housing complexes, grocery stores, trailheads and bike paths. The KOBI Channel 5 news report that aired was due to the reporter finding one of the books himself. This program proved to be an innovative and satisfying way to connect to patrons during the closure, evidenced by the social media tags from people posting their finds and the busy social media traffic surrounding the program.



APPLEGATE ASHLAND BUTTE FALLS CENTRAL POINT EAGLE POINT GOLD HILL JACKSONVILLE MEDFORD
PHOENIX PROSPECT ROGUE RIVER RUCH SHADY COVE TALENT WHITE CITY







Support Services

The Library now subscribes to Udemy, a learning resource to replace Lynda.com. Udemy includes thousands of top-quality training opportunities for patrons and staff in the arts, technology, professional development, customer service, and more. To further a goal within the Technology Plan to provide training for staff, IT now has a three-year subscription for the price of one year to a training platform that provides certificate programs on MS Exchange, SQL reporting, Project Management, to mention a few. Digital Services has added a new database, Creative Bug, which has thousands of award-winning art and craft video classes taught by recognized design experts and artists. The service comes with performance rights, allowing staff to create programs for patrons of all ages.

Collection Management renewed subscriptions to magazines on Flipster, a digital magazine platform, and added new titles, including Consumer Reports and the Consumer Reports Buyer's Guide. Staff expect those to be high-demand magazines and meet a need in the community. Transition duties for bringing Collection Management in-house are well underway. Vendor accounts have been created and ordering is in place to restart with the new fiscal year. Material selector training will be completed by June. Polaris training has been scheduled for May with Innovative Interfaces, Polaris ILS vendor, in order for Technical Services and Collection Management to begin setting up and managing the acquisitions module.

The new people counter project is well underway and should be completed by the end of May, aiming to have the new software ready before the Library opens to Lobby Service at the regional libraries.

Front Door Services

In April, staff in the branches checked in materials, shelved and shifted, and arranged their holds shelves. The last week of the month more staff returned to each building in preparation for Stage 3. Front Door Service has been a success so far, with the majority of on-shelf holds (2,230 of over 3,000 items) being picked up in the first four days. Credit for the smooth launch goes largely to the work Branch Managers did to maintain the libraries during Stage 1, as well as the plans they made to prepare each unique space for the new service model. Additionally, patrons' appreciation of receiving their holds made the experience a positive one, and staff noted how patient patrons have been while



waiting. Staff have been attentive from the beginning regarding ways to improve workflow, and they have been able to implement immediate adjustments to accommodate patrons better. In Central Point, a patron came with a handmade card with the message, "Thank you librarians," and in Talent, one patron traveled a few blocks in her wheelchair to get her holds. Because staff were so efficient in serving patrons with Front Door Services, the ability patrons for patrons to place new holds online was opened a few days ahead of schedule.

Media Coverage

KOBI: Front Door Service https://kobi5.com/news/local-news/select-jackson-co-libraries-reopening-for-limited-service-127473/

Mail Tribune: Front Door Service/Staged Reopening https://mailtribune.com/news/coronavirus/jackson-county-libraries-will-reopen-in-stages-depending-on-covid-19-developments This article was posted online on Friday afternoon, May 1, and ran as the front-page story on Monday, May 4.



Applegate welcomes patrons to the holds pick-up line

Virtual Services

Teen librarians Jackie Keating and Andrea Leone have created a weekly virtual teen book club that met each week in April. They have also created a digital scavenger hunt highlighting database resources. Virtual storytimes continue to be posted on the Library's YouTube channel, with the addition of Medford Library Assistants Grace Ambrus and Janet Chose recording baby/wobblers storytimes and Medford Children's Librarian Wally Clark performing some picture book booktalks. Anna Monders continues to record her booktalks, and they are getting good feedback on social media.



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Outreach Services

Business Librarian Elanna Erhardt worked with Digital Services to present a "Facebook for Business" program via Zoom. She is staying connected with the business community through email and participating in virtual Chamber events. She is planning programs for May and June and adapting those to be presented virtually.

At Home Services (AHS) staff continued to create materials lists for AHS patrons, which were sent to Branch Managers to pull. For the past two weeks, mail bags with books were sent to AHS patrons, and staff are adapting to sending all materials through the mail instead of volunteer drop offs.

In Outreach to Child Care, "Spring into Summer" book deliveries have been completed, and staff have started working on a delivery schedule for the child care sites that are still open.

Adult Services librarians are creating a comprehensive resource guide with information for job seekers and those needing social service assistance to rebuild their lives. This guide will be given to patrons to use during Stage 4, Lobby Service, to help them find the websites they need quickly while using the computers. The guide will include the Library's databases that are relevant to job seeking as well as the link for the Census 2020 questionnaire.

Summer Reading Program

The Youth Services team is continuing to put the finishing details on summer programming and events (either digital or Take & Make format) to ensure that, although this Summer Reading Program will be different in many ways, it will still be full of familiar activities, engagement, and fun. The team is preparing for SRP to be all virtual this summer, from reading logs tracked through an online app called Beanstack to virtual programs to special crafts and projects participants can pick up at the library and complete at home. The goal is for all the branches to be able to hand out Take & Make kits during the second and fourth weeks of June, July, and August. These kits will be crafts and activities for all ages that give patrons a screen-free way to interact with the library over the summer. One of these kits will be a Teen Art Kit created by Phoenix Branch Library Associate Lori Wilson. Ms. Wilson does a teen art program at all of the branches every year, and she was very quick to adapt to the closure and design a teen art program that could be done while also keeping social distance. Gold Hill Branch Manager Lorna Hilke has also quickly adapted one of her crafting programs (a felting program) from an in-person program to a Take & Make program.



Vacancy Report

Date Vacant	Vacated by	Position	Location	Hrs/ Wk	Status	Date Filled	Name	INT/EXT
12/19/19	Julie Drengson	Librarian 1 (Reference)	Medford	40	Filled	6/1/20	Kayla Samnath	EXT
1/18/20	Amber Adamastos	Library Associate 2	Central Point	30	Filled	5/26/20	Sam Edgerton Caredig	EXT
1/22/20	Amy Greenwold	Librarian 2 (Head of Adult Services)	Ashland	40	Under Recruitment			
2/3/20	Andrea Leone	Librarian 1 (Reference)	Ashland	20	Filled	6/1/20	Ethan Craft	EXT
2/20/20	Petra Lilley	Library Associate 1	Ashland	15	Under Recruitment for 7/1			
3/13/20	Erika Schumacher	Library Associate 2	Shady Cove	22	Filled	5/18/20	Cameron Turner	EXT
3/16/20	Braith Birchhall	Library Associate 2	Rogue River	30	Filled	5/26/20	Diane Dekany	EXT
3/18/20	Billy Wisdom	Library Associate 2	Ashland	30	Filled	6/1/20	Holly Mills	INT
3/31/20	Maya Lomeli	Library Associate 2 (Floater)	Systemw ide	20	Under Recruitment for 7/1			
4/29/20	MaryAnn Ross	Library Associate 3 (Ashland Children's)	Ashland	5	Hours reallocated to Children's Librarian			



YTD Statistical Report July 2019 - March 2020



Narrative

Circulation:

Physical circulation is down 44% compared to March 2019, which reflects the closure of all branches on March 20, 2020. Also, this is the last month for seeing the effects of the change to DVDs checkout period YTD. Year to date, circulation is down 7.5%.

Patron Count:

Between March 18 and May 7 (date of closure through date of this report), there have been 424 new eCards created through the website. An average of 76 eCards have been created per month for the last 12 months, yet 161 new cards were issued for the month of March alone. **Digital user** samples have been taken from Hoopla and Overdrive (the only two vendors that supply said information). Both March and April have seen steep increases in new users, which staff expect to continue to see grow going forward.

Database Usage:

Mango's increase in usage can be attributed to Marketing's promotional efforts. AtoZ database continues to experience increased usage due to its promotion by the Business Librarian through newsletters, Chamber meetings, and various outreach activities. Niche Academy has seen increased usage due to additional How To videos added for digital resources such as Kanopy, Libby (Overdrive) and Hoopla and Marketing's promotion of those resources.

Programs & Outreach:

With the discontinuation of in-person programs in mid-March, programs offered have declined. Public Services staff put together 34 online or **virtual programs** (listed in separate tab) and videos resulting a combination of views and live attendance of 837. Deliveries of materials to homebound patrons by mail (52) is included under virtual programs to capture that services continued to this audience after in-person deliveries ceased.

Library Visits:

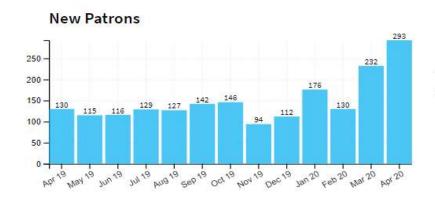
With the full branch closures on March 20th, March saw a 56% decrease in library visits from February. An overall drop YTD was just 5.24%. Virtual visits, library website and catalog, have increased by 25% this quarter and now include the Library of Things catalog.

	Circulation - Physical & Digital							
	Population by Service				Increase/			
Hours Open	Area	Branch	YTD FY19	YTD FY20	Decrease	% of Change		
12	1,085	Prospect	12,918	10,361	(2,557)	-19.79%		
10	1,288	Butte Falls	5,336	4,221	(1,115)	-20.90%		
16	1,397	Applegate	21,248	18,459	(2,789)	-13.13%		
18	3,865	Ruch	24,562	23,460	(1,102)	-4.49%		
18	5,291	Gold Hill	24,426	19,653	(4,773)	-19.54%		
24	5,522	Jacksonville	50,794	47,352	(3,442)	-6.78%		
18	6,934	Shady Cove	22,565	19,234	(3,331)	-14.76%		
36	8,984	Talent	92,730	77,171	(15,559)	-16.78%		
28	10,030	Rogue River	71,317	59,998	(11,319)	-15.87%		
22	10,529	Phoenix	42,550	33,809	(8,741)	-20.54%		
22	11,162	White City	27,909	22,321	(5,588)	-20.02%		
28	12,255	Eagle Point	55,786	54,411	(1,375)	-2.46%		
40	26,491	Ashland	337,901	298,007	(39,894)	-11.81%		
36	27,233	Central Point	120,028	110,159	(9,869)	-8.22%		
40	87,134	Medford	463,599	418,556	(45,043)	-9.72%		
368	219,200	Sub Total-Physical	1,373,669	1,217,172	(156,497)	-11.39%		
		Sub Total-Digital	170,875	211,608	40,733	23.84%		
		TOTALS	1,544,544	1,428,780	(115,764)	-7.50%		

	New Patrons								
Hours		Increase/	% of						
Open	Population	Branch	YTD FY19	YTD FY20	Decrease	Change			
12	1,085	Prospect	22	33	11	50.00%			
10	1,288	Butte Falls	12	24	12	100.00%			
16	1,397	Applegate	36	31	(5)	-13.89%			
18	3,865	Ruch	120	109	(11)	-9.17%			
18	5,291	Gold Hill	101	114	13	12.87%			
24	5,522	Jacksonville	200	222	22	11.00%			
18	6,934	Shady Cove	112	133	21	18.75%			
36	8,984	Talent	273	233	(40)	-14.65%			
28	10,030	Rogue River	275	343	68	24.73%			
22	10,529	Phoenix	166	157	(9)	-5.42%			
22	11,162	White City	183	232	49	26.78%			
28	12,255	Eagle Point	352	352	0	0.00%			
40	26,491	Ashland	1,279	1,437	158	12.35%			
36	27,233	Central Point	621	735	114	18.36%			
40	87,134	Medford	2,571	3,104	533	20.73%			
368	219,200	TOTALS	6,323	7,259	936	14.80%			

New Digital Users

Hoopla



There were **1,942** new users from April 2019 through April 2020, with an average of **149** users being added each month.

detailed reporting

Overdrive



There were 3448 new users from April 2019 through April 2020, with an average of 323 being added each month.

Database Usage							
Database Name	YTD FY19	YTD FY20	Increase/ Decrease	% of Change			
Ancestry	6,761	11,279	4,518	67%			
A-Z Databases	27,624	326,832	299,208	1083%			
Brainfuse - HelpNow	554	672	118	21%			
Brainfuse - JobNow	229	307	78	34%			
Candid-FDO	0	156	156	100%			
Cengage - Chilton Library	699	420	(279)	-40%			
EBSCO All Other	2,722	3,470	748	27%			
EBSCO Novelist Plus	5,931	3,204	(2,727)	-46%			
Gale All Other	2,118	1,867	(251)	-12%			
Heritage Quest	18,005	9,825	(8,180)	-45%			
Learning Express	221	234	13	6%			
Mango	3,488	6,961	3,473	100%			
Niche Academy	963	2,038	1,075	112%			
Value Line	14,983	10,713	(4,270)	-28%			
TOTALS	84,298	377,978	293,680	348%			

Num	Number of Programs						
In-Library Programs	YTD FY19	YTD FY20	Increase/ Decrease	% of Change			
Pre-Kindergarten	770	1,289	519	67%			
Children	1,042	713	(329)	-32%			
Teen	365	310	(55)	-15%			
Adult	1,280	514	(766)	-60%			
Total Programs	3,457	2,826	(631)	-18%			
			Increase/	% of			
Outreach Services	YTD FY19	YTD FY20	Decrease	Change			
Activity -Outreach	0	53	53	100%			
BookTalk Kids	137	78	(59)	-43%			
BookTalk Teens	0	0	0	0%			
Branch Outreach	33	33	0	100%			
Business Outreach	26	46	20	100%			
Homebound-Outreach	487	455	(32)	-7%			
OCC Storytimes	649	440	(209)	-32%			
Total Outreach	1,332	1,105	(227)	-17%			
TOTAL Programs & Outreach	4,789	3,931	(858)	-18%			

Program Attendance								
In-Library Programs	YTD FY19	YTD FY20	Increase/ Decrease	% of Change				
Pre-Kindergarten	8,475	17,466	8,991	106%				
Children	16,809	14,492	(2,317)	-14%				
Teen	4,400	3,245	(1,155)	-26%				
Adult	27,276	6,583	(20,693)	-76%				
Total Program Attendance	56,960	41,786	(15,174)	-27%				
			Increase/	% of				
Outreach Services	YTD FY19	YTD FY20	Decrease	Change				
Activity -Outreach	0	1,824	1,824	0%				
BookTalk Kids	3,044	3,120	76	2%				
BookTalk Teens	0	0	0	0%				
Daniel O Larrel								
Branch Outreach	1,348	1,242	(106)	100%				
Business Outreach	1,348	1,242 1,027	(106) 1,027					
	<u> </u>		` '	100% 100% -20%				
Business Outreach	0	1,027	1,027	100%				
Business Outreach Homebound-Outreach	0 775	1,027 620	1,027 (155)	100%				
Business Outreach Homebound-Outreach OCC Storytimes	775 5,331	1,027 620 6,011	1,027 (155) 680	100% -20% 13%				

April Virtual Programs						
Age	Program Type	#Programs	#Views			
Pre-Kindergarten	Storytime Videos	6	150			
Children	Book Talk Videos	7	554			
Children	Live Programs	3	16			
Teens	Live Programs	9	30			
Adults	Live Programs	9	87			
Adults	Home Bound Delivery		52			
Total 34 88						

Library Visits									
Increase/ 9									
Hours Open	Population	Branch	YTD FY19	YTD FY20	Decrease	Change			
12	1,085	Prospect	4,698	4,513	(185)	-3.94%			
10	1,288	Butte Falls	3,326	3,177	(149)	-4.48%			
16	1,397	Applegate	12,337	8,970	(3,367)	-27.29%			
18	3,865	Ruch	15,828	13,751	(2,078)	-13.13%			
18	5,291	Gold Hill	12,858	11,342	(1,516)	-11.79%			
24	5,522	Jacksonville	22,745	25,858	3,114	13.69%			
18	6,934	Shady Cove	13,375	11,044	(2,332)	-17.43%			
36	8,984	Talent	51,342	44,650	(6,692)	-13.03%			
28	10,030	Rogue River	35,330	33,081	(2,250)	-6.37%			
22	10,529	Phoenix	23,329	23,499	170	0.73%			
22	11,162	White City	22,829	23,800	972	4.26%			
28	12,255	Eagle Point	26,951	24,951	(2,001)	-7.42%			
40	26,491	Ashland	136,404	141,263	4,859	3.56%			
36	27,233	Central Point	43,469	44,411	942	2.17%			
40	87,134	Medford	217,953	194,806	(23,147)	-10.62%			
368	219,200	TOTALS	642,771	609,112	(33,659)	-5.24%			

Virtual Visits									
	Increase/ % of								
Access Point	YTD FY19	YTD FY20	Decrease	Change					
Library of Things	0	12602	12602						
Catalog	53,593	267,102	213,509						
Website	444,158	344,014	-100,144						
TOTAL Visits	497,751	623,718	125,967	25%					



Southern Oregon Historical Society 2020 Q1 Quarterly Report Narrative Summary

Visitors, Emails, and Phone Contacts

During the first quarter (January-March) of 2020, SOHS assisted in 140 in-person research visits at our research library. Of these, 88 were Jackson County residents, 51 were SOHS members, and 1 was from outside the county. This is down from 176 in-person visits during first quarter 2019. However, the Research Library was only open to the public for 9 days in March. We also received 79 research-related emails, 80 research-related phone calls, 2 letters and 54 non-research visitors. During the same quarter in 2019, we recorded 72 research-related emails, 118 phone calls, and 86 general visitors (not researchers).

Archivist Kira Lesley continues to field phone calls and emails from researchers. She is parceling out research inquiries remotely as possible (for example, she put a person inquiring about historical markers in contact with volunteers she knows to be historical marker enthusiasts) and providing digital copies of pictures and documents where possible. She is staying in touch with researchers whose needs are more in-depth, to develop a plan for these researchers to come in at a future date. She has also been providing photographs for museums doing online educational programming.

Collections

SOHS has continued to process items that were donated prior to the beginning of the COVID-19 restrictions, and has received some donations in the mail. Archivist Kira Lesley and volunteer curator Stephanie Butler have provided collections committee members with information and photos of potential donations and members have voted by mail. Kira has processed much of the paperwork for donations remotely, going into the Research Library occasionally to do tasks that cannot be done remotely.

COVID-19 Adjustments

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- 1. REGISTRATION AND CATALOGUING—Some paperwork and metadata can be updated remotely, though some of the work is physical and is on hold.
- 2. LARGE PROJECTS MANAGEMENT. The glass plate negatives and the property abstracts have not had a permanent location assigned due to uncertainty with the building. That being said, even before we find a permanent location for these items, there is project management work to be done in determining how these items should be organized, how they should be stored, and how they can be made useful and accessible. These are both projects that will require many volunteer hours (or paid hours, in an ideal world), so I am working on a plan to divide and assign work.
- 3. GRANTS. Researching and applying for grants related to archives and infrastructure.
- 4. LOANS. Working with the FilmInstitut in Frankfurt to draw up a loan agreement, assign value to our Pinto Collection items and formalize the loan contract.
- 5. WFH PROJECTS. Facilitating work-from-home projects for volunteers, including indexing and transcribing. This requires me to scan materials and send remotely to anyone who is interested. Examples include indexing the Marjorie O'Harra scrapbook, indexing and assigning photo numbers to donated photographs, indexing more recent issues of the SOHS quarterly publication, transcribing scans of smaller newspapers, particularly those from the Upper Rogue area.
- 6. EXPANDING ONLINE PRESENCE. We have been working to greatly increase our social media presence, creating digital exhibits designed for social media and then turned into a dynamic format, such as Prezi. We have created a forum for discussion of life during the pandemic, as well as a portal for submitting stories, photographs, and videos to chronicle this time in Southern Oregon.

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	On-	site Research Vi	sits					
	SOHS members	Jackson County residents	Others	website Requests	E-MAILS	PHONE	LETTERS	Visitors, no research
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

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	1,531	7,537	54,775	99,913	3.48 GB

truwe.sohs.org stats

Jan-20	3,642	6,145	20,978	36,284	9.34 GB
Feb-20	2,919	5,081	17,071	32,297	8.34 GB
Mar-20	2,525	4,767	20,901	33,896	8.59 GB
Apr-20	2,420	4,905	20,157	33,629	8.41 GB
May-20	698	1,144	3,418	7,097	1.99 GB

Website use 2019 Q1

Month	Unique visitors	Number of v	Pages	Hits
19-Jan	725	1,943	4,724	45,041
19-Feb	617	1,685	4,056	38,894
19-Mar	919	1,453	3,883	53,538
	2261	5081	12663	137473

Website use for Southern Oregon History Revised (truwe.sohs.org)

Month	Unique visitors	Number of \ Pa	ges F	lits
Jan-19	72	116	123	134
Feb-19	80	716	729	750
Mar-19	10	23	24	42
	162	855	876	926

Transition milestones in process or completed within the last month

Jackson County Library District - 2020 Roadmap

			Sche	duled	New		
Big Rocks	Key Milestone	Responsible	Start	Stop	Actual	Status	Notes / Task Owners
Staffing	Hire Admin Staff	DA, HR	Mar-20	May-20	Jun-20	Behind schedule	Recruitment in process
	Hire Public Services Staff	AD-PS, HR	Mar-20	May-20	Jun-20	Behind schedule	Direct appointment process started
	Hire Support Services Staff	AD-SS, HR	Mar-20	May-20	Jun-20	Behind schedule	Direct appointment process started
Communication	Provide weekly update to staff	LD, LS&S, Board	Jan-20	Jun-20			Weekly communications to staff
	Provide additional answers to FAQs	LD, HR	Mar-20	May-20		On target	
	Draft and approve external communications plan	Advocacy Committee	Mar-20	Jun-20			
Human Resources	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
	Approve Benefit Plans	Board	Jun-20	Jun-20		On target	Awaiting true census data, quotes
	Implement Tyler-Incode HR software	Tyler, Finance/HR	May-20	Jun-20	Oct-20	Behind schedule	New project schedule
Finance	Implement Tyler-Incode financial/payroll software	Tyler, Finance/HR	May-20	Jun-20	Oct-20	Behind schedule	New project schedule
Policies	Develop finance procedures	Finance Committee	Jan-20	Jun-20			
Technology	Select and migrate over to new email system	IT	Mar-20	May-20		On target	
	Migrate District website to jcls.org	IT, DA, Marketing	Feb-20	May-20		On target	
	All contracts transferred from LS&S in place	AD-SS, DA, Legal	Feb-20	Jun-20			
Facilities	Approve buildings transfer, lease agreements	Board	Jul-19	Jun-20			
Medford Renovation	Medford renovation construction	Contractor	Mar-20	Jun-20	Sep-20	Behind schedule	Contract fully executed April 29, 2020
	Furniture installation	Jackson County	Jun-20	Jun-20	Sep-20	Behind schedule	Phased installation - June-Sep 2020
	Move into new spaces	Staff	Jun-20	Jun-20	Sep-20	Behind schedule	New project schedule
Collections	Propose CM solution to Board	LD	Mar-20	Apr-20		Completed	April 9 Board Meeting

5/11/2020, 1:40 PM 27 Page 1 of 2

Report Date: 5/11/2020

Completed Transition Milestones

Jackson County Library District - 2020 Roadmap

			Sche	duled	New		
Big Rocks	Key Milestone	Responsible	Start	Stop	Actual	Status	Notes / Task Owners
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
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
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
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
Technology	Receive draft report of IT assessment	Planning Team	Aug-19	Aug-19		Completed	August 20, 2019
	Present IT assessment and recommendations	IT Consultant	Sep-19	Sep-19		Completed	September 12, 2019
	Approve IT assessment and recommendations	Board	Oct-19	Oct-19	Sep-19	Completed	September 12, 2019
	Approve Contract with LS&S for Polaris ILS	Board	Oct-19	Oct-19	Nov-19	Completed	November 21, 2019
	Install/configure Tyler-Incode servers	IT, Tyler	Jan-20	Jan-20	Feb-20	Completed	February 5, 2020
Facilities	Approve FFA Architecture Design Proposal	Board	Aug-19	Aug-19		Completed	August 8, 2019
	Begin working on lease assignments, agreements	Legal Counsel	Sep-19	Sep-19	Jul-19	Completed	Negotiations ongoing
	Approve facilities maintenance IGA with County	Board	Feb-20	Mar-20		Completed	March 12, 2020
Medford Renovation	Approve renovation design and estimated Budget	Board	Dec-20	Dec-20		Completed	December 12, 2019
	Approve B-7 to fund design/architecture	DA	Jan-20	Jan-20		Completed	January 14, 2020
	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

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Report Date: 5/11/2020



JCLD Board Meeting Agenda Item Memo

Date: May 14, 2020

Title: Staged Library Operations Plan

From: Kari May, Library Director

Summary:

JCLS moved to Stage 2 (Staff Only) of the Library Operations Plan on Monday, April 27, and to Stage 3 (Front Door Services) on Friday, May 1. On Thursday, May 7, Governor Kate Brown presented the State's plan to reopen businesses gradually. She indicated that counties that met all 7 of the prerequisites could open as early Friday, May 15, pending approval from the Governor's Office. In light of this announcement, JCLS staff is preparing to move to the next Stage in the Library Operations Plan. This memo proposes a plan to move to Stage 4, Lobby Services.

Recommendation:

Library staff recommends that the Library move to Stage 4, Lobby Services, on Monday, May 18.

Policies, Plans, and Goals Supported:

Expanding library services as appropriate in response to an emergency support the District's mission to connect people to ideas, information, and each other.

Background and Additional Information:

In response to the current COVID19 pandemic, which closed all library branches on March 20, 2020, staff have been finding resourceful ways to continue to meet patron needs through digital, virtual, and remote services. The JCLS Admin team developed a staged approach to reintroducing library services to the community. It is the intention that these stages will be used in response to the current situation and again in future emergency situations. The Board approved this Plan at the special board meeting on Thursday, April 23, 2020.

In Governor Brown's press release on May 7, she outlined the following information for Phase I: "Some counties will be eligible to begin the limited reopening of additional business sectors beginning as early as May 15 if they have demonstrated they have met all the prerequisites for reopening. Oregon counties can begin submitting applications on Friday, May 8. Counties must:

Show a decline in COVID-19 or have fewer than 5 hospitalizations

- Have sufficient COVID-19 testing and contact tracing capability
- Establish plans for the isolation and quarantine of new cases
- Have the hospital capacity to handle any surge in COVID-19 cases
- Have enough personal protective equipment for health care workers

Counties that meet all of the above criteria will be eligible to enter Phase I of reopening on May 15, pending approval of their application by the Governor after recommendations form the Oregon Health Authority."

Jackson County submitted their letter to the Governor's Office on Thursday, May 7, and as of Monday, May 11, their request had been forwarded to the Oregon Health Authority for review and approval. Governor Brown stated that counties will remain at Phase I for a minimum of three weeks.

Stage 4 Plan:

Several factors have been taken into consideration as JCLS staff prepare for Stage 4. One is an analysis of the libraries with the highest usage of public computers prior to the closure. The four branches with the highest computer usage were Ashland, Medford, Talent, and White City, with Rogue River and Eagle Point the next busiest. The high usage in White City can be attributed to kids who play games on the computers after school. Patrons from the Talent Library can travel six or seven miles to the Ashland or Medford branches.

Another factor is the number of laptop computers that are available in the system to be deployed to the four hub libraries. Medford, Ashland, Eagle Point, and Rogue River will have 2 or 3 laptops available in their lobby or meeting room areas. When it is time to roll out computer services to other locations, appropriate computers will be identified. In smaller branches, it may mean that one or two patrons are allowed inside the branch to sit at designated computer terminals only; all circulation activity will continue to happen at the front door.

Another factor is the status of the Medford Renovation project. Construction started on May 4 and will continue through the summer. Some furniture has been temporarily moved into the public spaces and will be moved back by early June. Staff in Outreach, Technical Services, Digital Services, and Marketing have been relocated to the meeting rooms while their spaces are renovated. Again, the work in most of those areas should be complete by early June.

In Stage 4, all 15 branches of JCLS will continue to provide Front Door Services for patrons to pick up items on hold, as well as the virtual programs and digital materials currently in place.

Additionally, laptop computers will be available by appointment only in the lobby or designated

area of the library. Initially, computers will be available only at the four regional hub libraries — Medford, Ashland, Eagle Point, and Rogue River — during the hours of service established in Stage 3. Staff have drafted the guidelines and information for how patrons will be able to make an appointment to access a computer. Patrons will be allowed into the designated area at the top of the hour and have up to 45 minutes to use the computer. Staff will disinfect and reset each computer in between each appointment. The Adult Services Team has put together a resource list to assist patrons who need assistance filing for unemployment, looking for a job, completing the Census, and links to local area resources and assistance programs.

Once computer services have been piloted at the four regional libraries for two weeks, staff will allow access to computers at all other branches by appointment. Throughout Stage 4, patrons will be advised that assistance on using the computer will be minimal. Remote assistance may be available from the Digital Services team, but in-person assistance is not available so that staff and patrons can maintain proper distancing.

The decision to move to Stage 5 will be made in conjunction with the County's clearance to move to Phase II.

Jackson County Library Services Staged Library Operations Plan

Jackson County Library Services has developed a staged approach to providing library services to the community in response to the COVID-19 pandemic that took place in 2020. It is the intention that these stages will be used in response to in future emergency situations. Certain community triggers to similar emergency situations in the future would indicate to staff that they should prepare for a level of service one or more degrees higher or lower than the level that is in place at the beginning of the emergency.

The Stages

Stage 1: Virtual Library Services

- Current state
- Most staff working remotely
- Promote digital collections and online resources
- Offer virtual programs for all ages
- Email and phone assistance to patrons

Stage 2: Library Buildings Open to Staff Only

- Continue all services offered in Stage 1
- Preparation for next stage
- More staff in buildings to return materials, pull holds, prepare for providing services to allow patrons to pick up holds

Stage 3: Front door Services

- Continue all services offered in Stage 1
- Maintain and ensure proper distancing and health guidelines
- Patrons can visit their branch library to pick up holds they have been notified are available

Stage 4: Lobby Services

- Continue all services offered in Stage 1
- Patrons can visit their branch library to pick up holds they have been notified are available
- Where physical space allows, patrons may enter the lobby area of the library to pick up items on hold
- Limited access to computers

Stage 5: Limited Library Services

- Continue all services offered in Stage 1
- All library buildings are open with public access, limiting the number of people allowed based on the size of the building
- No in-person library programs or public use of meeting rooms

Stage 6: Full Library Services

 Return to regular library services, with any new health and safety recommendations in place

Cleaning, Disinfecting, and Safety Guidelines for all Stages

For Staff:

- Each staff person disinfects their work area at the beginning and ending of their shift, particularly in shared work areas, particularly all hard, non-porous surfaces
- Wear masks when interacting with each other and with the public
- Wash hands frequently
- Work stations are set up to accommodate proper physical distancing between individuals

For Public Areas:

- Rearrange library furniture to establish proper physical distancing
- Increase janitorial rotations of cleaning and disinfecting, especially door handles, light switches, faucets, railings, elevator buttons, high-touch tables/counters
- Designate staff responsible for wiping down computer keyboards and work station surfaces after each patron use
- Wear gloves when emptying book drop
- Quarantine returned materials for 48 hours



JCLD Board Meeting Agenda Item Memo

May 14, 2020

Title: Talent Lease Assignment

From: Jacquelyn Bunick

Recommendation:

The District's attorney recommends approval of the attached lease assignment by and between Jackson County Library District, Jackson County, and City of Talent. With the Board's approval of this first lease assignment, legal counsel will bring forward lease assignments for the rest of the properties.

Budget Impacts:

At the Talent Library, the District will be assuming responsibility for landscaping in immediate proximity to the building. Landscaping will be performed by the County in accordance with the Facilities Maintenance IGA between the County and the District.

Policies, Plans, and Goals Supported:

The assignments of this and other ground leases supports the transfer of both the library buildings and the business personal property contained within the library buildings as soon as the County no longer has any outstanding financial obligations under its General Obligation Library Bonds.

Background and Additional Information:

Legal counsel has developed a lease assignment template that can be customized to include special terms or conditions requested by the various entities that own the land on which the library buildings are located.

Attachments:

Talent Lease Assignment

Agenda Item Memo Page 1 of 1

ASSIGNMENT OF GROUND LEASE DATED DECEMBER 29, 2004, ASSUMPTION, CONSENT OF CITY OF TALENT AND AMENDMENT NO. 3 TO GROUND LEASE UPON ASSIGNMENT

THIS ASSIGNMENT, ASSUMPTION, CONSENT, AND AMENDMENT (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 TALENT, a political subdivision of the State of Oregon (hereinafter the "CITY") (collectively, the "Parties").

RECITALS

WHEREAS, the COUNTY and the CITY are the original parties to the Ground Lease dated December 29, 2004, amended by Amendment #1 effective as of October 11, 2006, and Amendment No. 2, effective as of June 16, 2015 (hereinafter the "Lease"), which permitted the use of a portion of the real property, identified on county assessor's maps as 381W23CD, TL 4800 and 4900, within the City of Talent (hereinafter the "Premises") for the construction and operation of a county branch library;

WHEREAS, Amendment No. 2, effective as of June 16, 2015, to the Lease permitted the COUNTY to sublease the Premises to the DISTRICT;

WHEREAS, the COUNTY subleased the Premises to the DISTRICT, as authorized by Amendment No. 2 to the Lease, pursuant to the Intergovernmental Agreement Between Jackson County and Jackson County Library District for Lease and Sublease of Library Facilities and Property entered into on June 24, 2015 (hereinafter the "IGA");

WHEREAS the IGA terminates on June 30, 2020;

WHEREAS the COUNTY desires to assign all library property interests to the DISTRICT effective July 1, 2020;

WHEREAS the DISTRICT desires to assume all library property interests from the COUNTY;

WHEREAS the CITY desires for library operations to continue within the CITY and therefore desires to consent to the assignment and assumption of the Lease by the DISTRICT; and

WHEREAS the CITY and the DISTRCT desire to amend portions of the Lease in conjunction with the DISTRICT's assumption.

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

Section 1. Assignment, Assumption, and Consent.

- **1.1 Assignment.** For valuable consideration, receipt of which is hereby acknowledged, the COUNTY hereby assigns to the DISTRICT all of its rights, title, and interest in, under, and to the Lease, effective as of July 1, 2020 (the "Effective Date").
- **1.2 Assumption.** In consideration for the assignment as set forth in Section 1.1, above, the DISTRICT hereby assumes and agrees to perform all existing obligations, covenants, and conditions of the COUNTY under the Lease, in strict accordance with the terms of the Lease including any obligations to make payment or to perform obligations that accrued but remain unpaid and/or underperformed as of the Effective Date, and to defend, indemnify, and hold the COUNTY harmless from any such obligations, covenants, and conditions.
- 1.3 Consent of City of Talent. The CITY hereby consents to the foregoing assignment of the Lease by the COUNTY to the DISTRICT and releases the COUNTY from any and all claims, demands, liabilities, and obligations under the terms of the Lease, in consideration of the assumption of the Lease by the DISTRICT and the DISTRICT's agreement to amend the Lease as set forth in Section 2, below.

Section 2. Amendment No. 3 to Ground Lease

In conjunction with the foregoing assignment of the Lease from the COUNTY to the DISTRICT, the DISTRICT and the CITY hereby agree to this AMENDMENT No. 3 to the GROUND LEASE dated JUNE 28, 2002.

This is the third amendment to the original ground lease.

This Amendment is intended to become effective upon Assignment of Lease to the DISTRICT, and therefore shall be effective from and after the Effective Date.

For consideration, the receipt and sufficiency of which are hereby acknowledged, the DISTRICT and the CITY agree as follows:

- 1. Amend Section 5.2, as previously amended by Amendment No. 2, to read: *Conditions of Premises*: District is responsible for landscape maintenance in immediate proximity to the building, including replacement of dead or dying trees and shrubs.
- 2. Except as expressly modified by this Amendment, and all prior Amendments, if any, all terms and conditions of this Contract shall remain in full force and effect.

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:	By:
Danny Jordan, Jackson County Administrator	Susan Kiefer, President
Dated:	Dated:
Approved as to Legal Sufficiency:	Approved as to Legal Sufficiency:
By:	By: Jacquelyn Bunick, District Counsel
CITY OF TALENT	
By:Sandra Spelliscy, City Manager	
Dated:	
Approved as to Legal Sufficiency:	
By:	<u> </u>



May 14, 2020

Title: Pathway Custodial Services Proposal FY20/21

From: Lisa Marston and Kari May

Recommendation:

Staff recommends that the Board approve the attached proposal from Pathway Enterprises for Fiscal Year 2020-2021.

Budget Impacts:

The total estimated cost of Pathway's attached proposal is \$498,673.46 and includes janitorial services, window cleaning, floor cleaning, landscaping at select branches, and day porter services in Medford and Ashland. These costs are included in the District's FY20/21 proposed budget.

Policies, Plans, and Goals Supported:

The Pathway Proposal supports the District's goal of having safe, clean, and welcoming facilities.

Background and Additional Information:

In late April, the District asked Pathway for an updated proposal that would include day porter services at the District's two largest branches to bring all custodial services under one contract and address additional sanitation steps needed in response to COVID-19, and to provide day services in Ashland that will include cleaning the entrances and walkways.

Attachments:

Pathway Custodial Services Proposal FY 2020/2021





Rebecca Simpson, CEO

April 30, 2020

Lisa Marston Jackson County Library District

Re: Pathway Enterprises, Inc proposed contract cleaning services 2020 – 2021

Ms. Marston,

Pathway Enterprises proposes pricing adjustments to the 2020 - 2021 pricing of the District cleaning contract. The specific adjustments are as follows:

- 1. The State survey for the average janitorial wage in Jackson County in 2017 was \$14.26 per hour. The 2018 survey, (https://www.bls.gov/oes/current/oes_32780.htm#37-0000), adjusts this wage to \$14.84 per hour. Wage inflation is due to a tight labor market and an increasing State Minimum Wage that is escalating the wages for janitorial labor through out Jackson County.
- 2. Fringe rates for 2020 2021 are calculated at 39.34%. Full time Pathway employees receive health insurance, dental insurance, vision insurance, life insurance, a high quality EAP, paid time off, 401 K contributions, and paid time off.
- 3. In recent discussions with the district it was concluded that additional day time services are needed to address cleaning and Covid cleaning issues on the Medford and Ashland branch properties. This proposal incorporates an additional 18 hours per week of day porter services to Medford (48 hours per week total), and an additional 18 hours per week to Ashland (18 hours per week total).

The proposed pricing is based on the level of quality and commitment currently agreed to between Pathway and Jackson County. Figure A outlines the pricing proposed for the 2020 – 2021 contracting year, and Figure B provides a service category pricing breakdown. In addition,





Rebecca Simpson, CEO

all applicable costing workbooks have been attached for your review. In total, we are proposing to increase annual pricing from \$428,395.26 to \$498,673.46.

Thank you for your business and ongoing partnership to enhance the lives of people with significant disabilities!

Richard Simpson

Contract Services Director Pathway Enterprises, Inc.

Richard Simon





Rebecca Simpson, CEO

Figure A: 2020 – 2021 Pricing

	ANNUAL
BRANCH	COST
APPLEGATE	4,372.25
ASHLAND	103,212.79
BUTTE FALLS	5,921.31
CENTRAL POINT	12,268.23
EAGLE POINT	12,669.20
GOLD HILL	12,072.48
JACKSONVILLE	6,852.33
MEDFORD	276,532.02
PHOENIX	10,907.34
PROSPECT	8,696.85
ROGUE RIVER	12,427.16
RUCH	6,218.45
SHADY COVE	8,949.72
TALENT	8,637.48
WHITE CITY	8,935.85
TOTAL	498,673.46

Figure B: 2020 – 2021 Categorical Pricing

Janitorial	436,914.40
Windows	21,028.75
Floors	32,297.57
Landscaping	8,432.74
Total Annual Cost	\$498,673.46



May 14, 2020

Title: Extension of Security Guard Services Contract with

Concierge Home and Business Watch

From: Kari May and Lisa Marston

Recommendation:

Staff recommends that the Board authorize the Board President to sign an extension of the District's agreement with J and J Thomas, Inc. DBA: Concierge Home and Business Watch through June 30, 2022, to provide security guard services at the Medford and Ashland branches.

Budget Impacts:

Medford Branch – annual hours: 3,263

FY2020-2021 - \$88,101 + \$2,400 per year for daily night checks = \$90,501

07/01/2020 - 06/30/2021; \$27.00 per hour - \$88,101

FY2021-2022 - \$90,140 + \$2,400 per year for daily night checks = \$92,540

07/01/2021 – 12/31/2021; \$27.25 per hour - \$44,458 01/01/2022 – 06/30/2022; \$28.00 per hour - \$45,682

Ashland Branch – annual hours: 1,560

FY2020-2021 - \$42,120

07/01/2020 - 06/30/2021; \$27.00 per hour - \$42,120

FY2021-2022 - \$43,095

07/01/2021 – 12/31/2021; \$27.25 per hour - \$21,255 01/01/2022 – 06/30/2022; \$28.00 per hour - \$21,840

Policies, Plans, and Goals Supported:

Providing patrons and staff with security guards in Medford and Ashland supports the District's goals of delivering high quality library services in a safe and welcoming environment.

Background and Additional Information:

Concierge was selected in 2017 to provide security guards at the Medford Branch. In the original agreement, which is set to expire on June 30, 2020, there is an option to extend the agreement by up to two years. In January 2020, Concierge began providing security guard services at the Ashland Branch. The District would like to continue contracting with Concierge for security guard services in both Medford and Ashland through June 30, 2022.



May 14, 2020

Title: Legal Services Contract with Jarvis, Dreyer, Glatte & Larsen, LLP

From: Lisa Marston

Recommendation:

The District Administrator recommends approval of the attached legal services contract with Jarvis, Dreyer, Glatte & Larsen, LLP, the firm where Jacquelyn Bunick has her law practice. Approval of the attached contract authorizes the Board President to sign the contract on behalf of the District.

Budget Impacts:

The District has budgeted \$30,000 for legal services during FY2020-2021.

Policies, Plans, and Goals Supported:

Using legal services wisely is included in the Board's shared vision for the transition. The prudent use of legal services also minimizes risk for the Board and the District; supports best practices as recommended by the Special Districts Association of Oregon; and helps to ensure the District conducts its business in compliance with applicable federal, state, and local laws.

Background and Additional Information:

The District originally contracted with Huycke O'Connor Jarvis, LLP in December 2017. Because the firm's name has changed, staff felt it appropriate to bring forth a new contract rather than an amendment. Jacquelyn Bunick has been the District's attorney since June 2018 and has been instrumental in working with the County and cities on the library buildings transfer.

Attachments:

Legal Services Contract

JACKSON COUNTY LIBRARY DISTRICT CONTRACT FOR PERSONAL SERVICES - CONSULTING SERVICES

This contract is between JACKSON COUNTY LIBRARY DISTRICT, a library district organized under Chapters 198 and 357, hereinafter called "District", and Jarvis, Dreyer, Glatte & Larsen, LLP, hereinafter called "Contractor". The parties agree as follows:

1. CONTRACTOR'S INFORMATION

NAME:	JARVIS, DREYER, GLATTE & LARSEN, LLLP		
ADDRESS	5: 823 ALDER CREEK DRIVE, MEDFORD, OR 97504		
CITIZENS	HIP: US		
Non-reside	nt alien: Yes No		
Federal Tax ID Number: 93-1254813			
Oregon Business License #: 18-00028570			
number sub	nation herein will be reported to the Internal Revenue Services (IRS) under the name and taxpayer ID mitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not RS records could subject Contractor to 31% backup withholding		

2. DESCRIPTION OF CONTRACTOR'S SERVICES AND DELIVERY SCHEDULE Exhibit A – Scope of Work

3. **COMPENSATION**

Payment for all work performed under this contract shall be made as set forth below from available and authorized District funds, at the rate of \$230 per hour for general legal services; \$210 per hour for attendance at District meetings; and \$240 per hour for extraordinary services, as defined herein, and SHALL NOT EXCEED THE MAXIMUM SUM OF \$30,000.00. Reimbursable and other expenses of the Contractor shall be reimbursed by District as specifically provided herein as a supplementary condition.

"Extraordinary services" means representation in litigation, whether in court or arbitration, appellate work, including appellate courts, LUBA, or other administrative agencies; and extensive research or preparation such as for novel legal theories.

Support staff work and costs are generally included in the above rates. In certain circumstances support staff time is billed at \$100/hour. Such billing is rare and would be subject to prior written approval by the District.

- Reimbursable and other expenses: Reimbursable and other expenses anticipated to be a. incurred in providing legal services include, but are not limited to filing fees, recording fees, postage, and photocopy charges. If representation requires travel outside of the Medford city limits, costs may include mileage, meals, and lodging.
- b. Cost calculation: Legal hourly rates are subject to an increase of \$5/hour each calendar year.

- Costs and reimbursement generally will be calculated by the actual cost. Mileage reimbursement will be consistent with the Internal Revenue Services' standard mileage rate.
- c. Interim payments shall be made to Contractor following District's review and approval of billings submitted by Contractor. Contractor will also submit copies of other billings for work performed under the contract when such bills are to be paid by other parties. These other billings are not subject to the maximum compensation amount of this contract.
- d. Contractor shall not submit billings for, and District will not pay, any amount in excess of the maximum compensation amount of this contract, including any reimbursable and other expenses. If the maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify District's Executive Administrator or her designee in writing 30 calendar days before this contract expires of the upcoming expiration of the contract. No payment will be made for any services performed before the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date.
- e. Contractor shall submit monthly billings for work performed. Billing statements will include fees and costs from the first of the month to the end of the month. The billings shall describe all work performed with particularity, by whom and on the date it was performed, the number of hours spent performing such work, and shall itemize and explain all expenses for which reimbursement is claimed. Billings shall be sent to Jackson County Library District, PO Box 3275, Central Point, OR 97502.
- f. Payment and any protest shall be made within 30 days of receipt of the billing statement.

4. EFFECTIVE DATE AND DURATION

This Contract shall become effective on 07/01/2020 and approved as required by applicable law. Unless earlier terminated or extended, this contract shall expire on 06/30/2021, or when Contractor's completed performance has been accepted by District, **whichever event occurs first**. However, such expiration shall not extinguish or prejudice District's right to enforce this contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor's performance that has not been cured.

5. CONTRACT DOCUMENTS

This contract between the parties consists of this Contract for Services and Scope of Work (Exhibit A) which contain all the terms and conditions of the contract.

6. AMENDMENTS

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

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

- a. Contractor shall perform the work required by this contract as an independent contractor. Although the District reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the District cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.
- b. Contractor represents and warrants that Contractor (i) is not an employee of Jackson County Library District (ii) is not currently employed by the Federal Government, and (iii) meets the specific independent contractor standards of ORS 670.600, as certified below in paragraph 24.

c. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract and, unless Contractor is subject to backup withholding, District will not withhold from such compensation or payments any amounts(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this contract, except as a self-employed individual.

8. SUBCONTRACTS AND ASSIGNMENT

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

9. SUCCESSORS AND ASSIGNS

Neither party shall subcontract, assign or transfer its interest in this Contract without the express written consent of the other party, and such consent shall not be unreasonably withheld. In addition to any other provisions, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound to the same provisions herein as if the subcontractor were the Contractor. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. Consent of District given to a subcontractor does not relieve the Contractor of any obligations and responsibilities under this Contract, including Contractor's responsibility for any goods and services to be provided by any subcontractor.

10. NO THIRD-PARTY BENEFICIARIES

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

11. FUNDS AVAILABLE AND AUTHORIZED

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

12. TERMINATION

- a. <u>Mutual Consent or No-Cause</u>. This contract may be terminated at any time by mutual consent of both parties or upon 30 days' written notice by either party.
- b. <u>For Cause</u>. District may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Contractor, or at such later date as may be established by District, under any of the following conditions:
 - i. If District funding from federal, state, or other sources is not obtained and continued at

- levels sufficient to allow for the purchase of the indicated quantity of services;
- ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or
- iii. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.

c. For Default or Breach.

- i. Either District or Contractor may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.
- ii. The rights and remedies of District provided in this subsection c are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- d. Obligation/Liability of Parties. Termination or modification of this contract pursuant to subsections a or b above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination, Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by District in the notice of termination. Further, upon termination and District's request, Contractor shall deliver to District all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. District shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.

13. RECORDS MAINTENANCE; ACCESS; OWNERSHIP OF WORK PRODUCT; LICENSE

- a. Records Maintenance; Access. Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles, and federal circulars (as applicable). In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that District and its duly authorized representatives shall have access to such fiscal records and to all other books, documents, electronic files, papers, plans and writings of Contractor that are pertinent to this contract for the purpose of performing examinations and audits, and making excerpts and transcripts. Contractor further acknowledges records generated as a result of this Contract may be subject to disclosure pursuant to the Oregon Public Records Act.
- b. Ownership of Work Product; License. All work products of the Contractor that result from this contract ("the work products") are the exclusive property of the District. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants District a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so, all such work products, including but not limited to any information, designs, plans or works provided or delivered to the District or produced by the Contractor under this contract.

14. COMPLIANCE WITH APPLICABLE LAW

Contractor shall comply with all federal, state and local laws and ordinances as applicable to the work under this contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) The Health Insurance Portability and Accountability Act of 1996; (iv) The Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended (vi) All regulations and administrative rules established pursuant to the foregoing laws; and (vii) All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

15. GOVERNING LAW; JURISDICTION; VENUE

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

16. INSURANCE

Contractor shall at its own expense provide the following insurance:

- a. Worker's Compensation insurance in compliance with ORS 656.017.
- b. <u>Professional Liability</u> insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
- c. <u>General Liability</u> insurance including Products & Completed Operations coverage with a combined single limit, or the equivalent, of not less than \$1,000,000/\$3,000,000 Aggregate for Bodily Injury and Property Damage.

<u>Notice of cancellation or change</u>. There shall be no cancellation, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to the District.

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. WAIVER

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

20. EXECUTION AND COUNTERPARTS

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

21. PRIOR APPROVAL REQUIRED

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

22. NOTICE

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

Jackson County Library District

PO Box 3275

Central Point, OR 97502

Jarvis, Dreyer, Glatte & Larsen, LLP

823 Alder Creek Drive. Medford, OR 97504

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

23. MERGER CLAUSE

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

24. CERTIFICATIONS/REPRESENTATIONS:

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

 ☐ (1) I carry out the labor or services at a location of my residence, set aside as the location of the busin ☐ (2) Commercial advertising or business cards or the business. ☐ (3) Telephone listing is used for the business sep ☐ (4) Labor or services are performed only pursuar ☐ (5) Labor or services are performed for two or m ☐ (6) I assume financial responsibility for defective evidenced by the ownership of performance bonds, we liability insurance relating to the labor or services to ☐ (2) Commercial advertising or business cards or the business cards or the business sep ☐ (3) Telephone listing is used for the business sep ☐ (4) Labor or services are performed only pursuar ☐ (5) Labor or services are performed for two or m ☐ (6) I assume financial responsibility for defective ☐ (7) Experiment ☐ (8) Experiment ☐ (9) Experiment ☐ (1) Experiment ☐ (1) Experiment ☐ (1) Experiment ☐ (2) Experiment ☐ (3) Experiment ☐ (4) Labor or services are performed only pursuar ☐ (5) Labor or services are performed for two or m ☐ (6) I assume financial responsibility for defective ☐ (8) Experiment ☐ (1) Experiment ☐ (1) Experiment ☐ (2) Experiment ☐ (3) Experiment ☐ (4) Experiment ☐ (5) Labor or services are performed for two or m ☐ (6) I assume financial responsibility for defective ☐ (7) Experiment ☐ (8) Experiment ☐ (8) Experiment ☐ (8) Experiment ☐ (1) Experiment ☐ (1) Experiment ☐ (1) Experiment ☐ (2) Experiment ☐ (3) Experiment ☐ (4) Experiment ☐ (4) Experiment ☐ (5) Experiment ☐ (6) Experiment ☐ (7) Experiment ☐ (8) Experi	a trade association membership are purchased for arate from the personal residence listing. It to written contracts. Ore different persons within a period of one year. We workmanship or for service not provided as warranties, errors and omission insurance or
11/12	
Contractor	(Date)
	(Date)
IN WITNESS WHEREOF, THE PARTIES OR T REPRESENTATIVES HAVE SIGNED THIS CO	
Contractor	5/11/2020 (Date)
V	
Title: Jacquelyn Buniuc, Associate	Attaney
Jackson County Library District	(Date)
Title:	

Exhibit A SCOPE OF WORK

Description of Contractor's Services and Delivery Schedule:

LEGAL SERVICES FOR LIBRARY DISTRICT



May 14, 2020

Title: Amendment No. 2 to Shared ILS Agreement with RCC

From: Lisa Marston

Recommendation:

Staff recommends the Board approve extending the Shared ILS Agreement between the District and Rogue Community College (RCC) through June 30, 2021.

Budget Impacts:

The District will receive \$22,456.63 from RCC in FY20/21 for their share of the Polaris Integrated Library System (ILS).

Policies, Plans, and Goals Supported:

Community partnerships; resource sharing.

Background and Additional Information:

In Amendment No. 1, the term of the agreement should have been through June 30, 2021. Due to a typographic error, the term was set to end on June 30, 2020; hence, the need for Amendment No. 2, which is attached below.

Attachments:

• Amendment No. 2 to Shared ILS Agreement

AMENDMENT NO. 2 TO AGREEMENT FOR SHARED INTEGRATED LIBRARY SYSTEMS

- This is Amendment No. 2 to the Intergovernmental Agreement for Shared Integrated Library System (hereinafter, "Shared ILS Agreement") effective July 1, 2015, between the Jackson County Library District (hereinafter referred to as "District"), and Rogue Community College (hereinafter referred to as "RCC"), collectively referred to as the "parties".
- 2. Amendment No. 1 renewed the agreement for another 3-year term and made provisions for payment; however, as a result of a typographical error, the term of agreement was set to expire on June 30, 2020, instead of June 30, 2021.
- 3. The Shared ILS Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by strikethrough):

SECTION 8. TERM OF AGREEMENT; RENEWAL AND TERMINATION

This Agreement expires on June 30, <u>2020</u> <u>2021</u>. This agreement may only be renewed in writing by both parties. [Section 8 continues in the original Agreement.]

DOCLIE COMMUNITY COLLECE

Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect.

The parties agree that this Amendment shall become effective on July 1, 2020.

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JACKSON COUNTY LIBRARY DISTRICT	ROGOE COMMONITY COLLEGE
By: Susan Kiefer	By: Curtis Sommerfield
Board President	Vice President of College Services
Approved as to legal suffiency:	