



CALL TO ORDER/ROLL CALL

INTRODUCTIONS & PROCLAMATIONS

CONSENT AGENDA (Action)

1. JCLD Monthly Financial Report.....1

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.)

PRESENTATIONS (Inform)

2. Conceptual Drawings Presentation/Cost Estimates **(Inform/Discuss/Action)** – FFA Architects

REPORTS (Inform)

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UNFINISHED BUSINESS

7. Contract with LS&S for Integrated Library System (ILS) **(Inform/Discuss/Action)** – Lisa Marston.....39
8. MOU Medford Comic Con **(Inform/Discuss/Action)** – Kari May51

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9. Accounting/Payroll/HR Systems and Staffing Recommendation, including request to approve contract with Tyler Technologies for Incode® software **(Inform/Discuss/Action)** – Finance Committee58

COMMITTEE AND BOARD MEMBER REPORTS (Inform)

Facilities Committee Report
Individual Board Member Reports

FUTURE MEETINGS/EVENTS/OBSERVANCES:

JCLD Regular Board Meeting – December 12, 2019
JCLD Regular Board Meeting – January 9, 2020
JCLD Regular Board Meeting – February 13, 2020
PLA Conference (Nashville, TN) - February 25-29, 2020

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

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

Jackson County Library District
Statement of Revenues and Expenditures
From 7/1/2019 Through 10/31/2019

101 - General Administration

	Budget- Current	Current Month		Budget	Percentage	
	Year	Actual	YTD Actual	Remaining	received or	
					spent to date	
Operating revenue						
Current Property Tax Collections	10,610,000.00	0.00	0.00	(10,610,000.00)	0.00%	
Prior Year Property Tax Collectior	200,000.00	16,970.12	53,558.57	(146,441.43)	26.77%	
Interest Income	310,000.00	19,801.31	91,027.57	(218,972.43)	29.36%	
Interest- Lindberg Note	13,000.00	1,049.84	4,519.07	(8,480.93)	34.76%	
Other Income	5,000.00	375.00	2,597.02	(2,402.98)	51.94%	
E Rate	106,000.00	8,840.50	35,362.00	(70,638.00)	33.36%	
Reimbursements From RCC	34,100.00	1,753.80	24,523.63	(9,576.37)	71.91%	
Ready To Read Grant	35,000.00	0.00	0.00	(35,000.00)	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	3,144.85	6,577.44	6,577.44	0.00%	
Lost/Damaged Materials	0.00	0.00	3,194.01	3,194.01	0.00%	
Photocopy/Fax Sales	9,000.00	0.00	2,390.15	(6,609.85)	26.55%	
Patron Refunds	0.00	0.00	(773.18)	(773.18)	0.00%	
Printer Sales	0.00	0.00	4,939.64	4,939.64	0.00%	
On Line Fee Collections	0.00	102.56	213.17	213.17	0.00%	
Hulburt Donation	130,000.00	0.00	0.00	(130,000.00)	0.00%	
Library Friends Donations	65,000.00	0.00	0.00	(65,000.00)	0.00%	
Library Foundation Donations	10,000.00	0.00	6,449.88	3,550.12	64.50%	
General Public Donations	500.00	0.00	290.44	(209.56)	58.08%	
OR Community Foundation- restri	12,000.00	0.00	2,721.86	(9,278.14)	22.68%	
OR Community Foundation- non r	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- CF	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	928.13	928.13	928.13	0.00%	
Gebhard Estate	200,000.00	307,585.63	307,585.63	107,585.63	153.79%	
Restricted Grants- Misc.	0.00	0.00	1,600.00	1,600.00	0.00%	
Beginning Fund Balance-Unrestric	7,700,000.00	0.00	0.00	(7,700,000.00)	0.00%	still working on
Beginning Fund Balance-Restrict	500,000.00	0.00	0.00	(500,000.00)	0.00%	still working on
Total Revenue	20,094,120.00	360,551.74	660,125.17	(19,433,994.83)	3.28%	

Jackson County Library District
Statement of Revenues and Expenditures
From 7/1/2019 Through 10/31/2019

	Budget- Current	Current Month		Budget	received or
	Year	Actual	YTD Actual	Remaining	spent to date
Expenditures					
Personnel Expenses					
District Administrator Salary	90,825.00	8,014.44	30,087.02	60,737.98	33.12%
FICA and Medicare- payroll taxes	34,500.00	626.23	2,504.91	31,995.09	7.26%
Worker comp- payroll taxes	3,000.00	2.41	8.53	2,991.47	0.28%
Health/Dental Insurnace	50,400.00	1,366.02	2,732.04	47,667.96	5.42%
Retirement Contribution	30,686.00	744.18	2,976.72	27,709.28	9.70%
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	10,753.28	38,309.22	541,110.78	6.61%
Materials and Services					
Accounting Services	40,000.00	5,113.10	11,031.11	28,968.89	27.57%
Auditing Services	11,300.00	0.00	0.00	11,300.00	0.00%
Administrative Services	38,000.00	6,146.80	16,272.44	21,727.56	42.82%
Bank Fees/Interest Expense	1,000.00	67.07	226.74	773.26	22.67%
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	663.00	29,337.00	2.21%
Legal Services	50,000.00	1,242.00	7,641.50	42,358.50	15.28%
Memberships, Dues and Subscrip	5,000.00	916.40	2,344.40	2,655.60	46.88%
Office Supplies- admin	5,000.00	457.24	1,205.23	3,794.77	24.10%
Postage	3,000.00	45.52	456.99	2,543.01	15.23%
Registration/Tuition/Travel	20,000.00	163.44	1,410.05	18,589.95	7.05%
Special fees and Expenses	1,000.00	0.00	309.00	691.00	30.90%
Advertising/Legal Notices	3,000.00	0.00	5.00	2,995.00	0.16%
Alarm Services	3,465.00	523.20	1,839.67	1,625.33	53.09%
Building Repair/Maintenance	467,937.00	0.00	155,979.00	311,958.00	33.33%
Custodial Services	419,322.00	34,943.57	104,830.71	314,491.29	25.00%
Custodial Supplies	12,600.00	1,144.20	3,595.53	9,004.47	28.53%
Landscape Services	9,072.00	756.03	4,268.09	4,803.91	47.04%
Maintenance Services	2,000.00	0.00	0.00	2,000.00	0.00%
Security Services	84,791.00	5,401.50	18,817.88	65,973.12	22.19%
Signs and Signal Materials	25,000.00	0.00	0.00	25,000.00	0.00%
Building Repair/Maintenance- B-7	245,000.00	0.00	0.00	245,000.00	0.00%

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	Budget- Current	Current Month		Budget	Percentage
	Year	Actual	YTD Actual	Remaining	received or
					spent to date
Fees- Lindberg Note	72.00	6.00	24.00	48.00	33.33%
Equipment Repair/Maintenance	30,000.00	208.78	2,306.86	27,693.14	7.68%
Facility Furnishing Expense	25,000.00	0.00	0.00	25,000.00	0.00%
Minor Equipment	50,000.00	179.95	3,822.96	46,177.04	7.64%
Computers and technology	200,000.00	13,431.52	29,336.55	170,663.45	14.66%
Supplies and Expenses-Facilities	500.00	0.00	0.00	500.00	0.00%
Computer Software and Licensing	50,000.00	0.00	0.00	50,000.00	0.00%
Transition expenses	250,000.00	0.00	0.00	250,000.00	0.00%
LS&S Contract	5,738,291.00	477,901.77	1,869,957.46	3,868,333.54	32.58%
Library Materials	1,314,337.00	188,000.21	235,951.26	1,078,385.74	17.95%
City Participation	16,700.00	0.00	0.00	16,700.00	0.00%
Strategic Plan Initiative	21,500.00	0.00	35.00	21,465.00	0.16%
E Rate Services	33,765.00	8,441.25	8,441.25	25,323.75	25.00%
Unique Management Services	16,883.00	4,220.75	4,220.75	12,662.25	25.00%
Comic Con	23,100.00	532.80	589.15	22,510.85	2.55%
LS &S- digital library staff	178,000.00	7,619.88	29,615.08	148,384.92	16.63%
SOHS contract	39,000.00	0.00	13,000.00	26,000.00	33.33%
Marketing	5,000.00	159.39	5,807.14	(807.14)	116.14%
JCLF contract	55,000.00	0.00	27,500.00	27,500.00	50.00%
Branch Support	15,000.00	0.00	0.00	15,000.00	0.00%
Electricity	241,500.00	19,231.89	42,766.41	198,733.59	17.70%
Natural Gas	31,500.00	289.62	857.79	30,642.21	2.72%
Garbage Service	15,750.00	1,539.41	4,363.73	11,386.27	27.70%
Water and Sewer Service	32,550.00	3,714.75	12,443.46	20,106.54	38.22%
Street and Storm Drain Fees	18,900.00	1,860.03	6,718.57	12,181.43	35.54%
Telecom-Voice and LD	27,000.00	1,686.74	6,693.42	20,306.58	24.79%
Telecom-Wide Area Network	115,500.00	9,191.05	36,764.20	78,735.80	31.83%
Telecom-Internet Services	25,200.00	1,925.00	8,121.48	17,078.52	32.22%
Municipal Assessments	3,550.00	202.61	826.46	2,723.54	23.28%
Telecom- Hot Spots	52,000.00	3,783.39	15,131.36	36,868.64	29.09%
Maintenance & Fuel for Vehicles	16,000.00	759.51	2,398.52	13,601.48	14.99%
Hulburt Donation	125,000.00	3,916.97	16,495.95	108,504.05	13.19%
Library Friends Donations	65,000.00	1,686.88	5,523.89	59,476.11	8.49%

Jackson County Library District
Statement of Revenues and Expenditures
From 7/1/2019 Through 10/31/2019

	Budget- Current	Current Month		Budget	Percentage
	Year	Actual	YTD Actual	Remaining	received or
					spent to date
Library Foundation Donations	110,000.00	14,712.04	22,034.24	87,965.76	20.03%
General Public Donations	2,500.00	0.00	0.00	2,500.00	0.00%
OR Community Foundation-restric	42,000.00	639.18	1,498.48	40,501.52	3.56%
EJ Smith Trust Books	85.00	0.00	0.00	85.00	0.00%
Gerlock Trust Books	15.00	0.00	0.00	15.00	0.00%
Carpenter Foundation Books	3,000.00	0.00	0.00	3,000.00	0.00%
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- CF	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%
Kaleidoscope grant expenditures	0.00	0.00	160.07	(160.07)	0.00%
Gebhard Estate expenditures	200,000.00	0.00	0.00	200,000.00	0.00%
Restricted grants- expenses	0.00	480.00	480.00	(480.00)	0.00%
Total Materials and Services	10,940,685.00	823,241.44	2,757,858.79	8,182,826.21	25.21%
Other expenditures					
Capital Outlay	250,000.00	0.00	58,401.74	191,598.26	23.36%
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	58,401.74	6,465,613.26	0.90%
Transfers to CIF					
Transfer to Capital Improvement f	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	833,994.72	4,904,569.75	15,189,550.25	24.41%
Net Revenue Over Expenditures	0.00	(473,442.98)	(4,244,444.58)	(4,244,444.58)	0.00%

Jackson County Library District
Statement of Revenues and Expenditures
From 7/1/2019 Through 10/31/2019

201 - Capital Improvement Fund

	<u>Budget- Current</u> <u>Year</u>	<u>Current Month</u> <u>Actual</u>	<u>YTD Actual</u>	<u>Budget</u> <u>Remaining</u>	<u>Percentage</u> <u>received or</u> <u>spent to date</u>
Operating Revenue					
Operating revenue					
Beginning Fund Balance-Unrestricti	4,016,279.00	0.00	0.00	(4,016,279.00)	0.00%
Transfer from General fund	2,050,000.00	0.00	2,050,000.00	0.00	100.00%
Total Operating revenue	<u>6,066,279.00</u>	<u>0.00</u>	<u>2,050,000.00</u>	<u>(4,016,279.00)</u>	<u>33.79%</u>
Total Operating Revenue	<u>6,066,279.00</u>	<u>0.00</u>	<u>2,050,000.00</u>	<u>(4,016,279.00)</u>	<u>33.79%</u>
Total Revenue	<u>6,066,279.00</u>	<u>0.00</u>	<u>2,050,000.00</u>	<u>(4,016,279.00)</u>	<u>33.79%</u>
Expenditures					
Other expenditures					
Capital Outlay	6,066,279.00	0.00	0.00	6,066,279.00	0.00%
Total Other expenditures	<u>6,066,279.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,066,279.00</u>	<u>0.00%</u>
Total Expenditures	<u>6,066,279.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,066,279.00</u>	<u>0.00%</u>
Net Revenue Over Expenditures	<u>0.00</u>	<u>0.00</u>	<u>2,050,000.00</u>	<u>2,050,000.00</u>	<u>0.00%</u>

**Director's Report
November 2019**

Hiring and Vacancy Report

Vacant	Vacated by	Position	Location	Hrs/Wk	Status	Filled	Name	Type
7/17/19	Theodora Rudolph	Librarian 2 (Children's)	Medford	40	Filled	11/18/19	Wallace Clark	EXT
8/21/19	Brenda Tavarez	Library Associate 2	White City	20				
8/31/19	Anna Runyen	Librarian 1	Ashland	20	Filled	11/1/19	Andrea Leone	INT
9/12/19	Grace Boolukos	Library Associate 2	Ashland	20	Filled	11/4/19	Holly Mills	EXT
9/23/19	Hailey Graybill	Library Associate 1	Medford	10	Filled	10/16/19	Julie Maravilla Medrano	INT
10/1/19	Rina Pryor	Library Associate 3 (Children's)	Ashland	20	Under Recruitment	11/19/19	Carly Reed	EXT
10/3/19	Cheri Ball	Library Associate 2	Central Point	32	Filled	11/19/19	Amber Adamastos	EXT
10/4/19	Stephanie Goodwin	Branch Manager	Central Point	40	Filled	11/1/19	Marne Kapule	INT
10/12/19	Susie Gabumpa	Library Associate 2	Central Point	28	Under Recruitment			
11/1/19	Andrea Leone	Library Associate 3 (Teen Services)	Medford	20	Under Recruitment			

General

Community Partnerships

Director Kari May gave a presentation to the Oregon Community Foundation's GOKids initiative steering committee, focusing on the programs and services the Library offers that support early literacy and learning readiness. The GOKids initiative is a statewide program focused on addressing the opportunity gaps for education. The Southern Oregon Steering Committee represents Jackson, Josephine, Klamath, and Lake Counties. After her presentation, Ms. May was invited to join the Steering Committee.

Director May attended a meeting of the Storytelling Guild. They are excited to have the Library back as a more active partner for next summer's Children's Festival. Youth Services Coordinator Brystan Strong and Director May had a follow-up meeting with the co-chairs of the Children's Festival to discuss the library's involvement in the Festival, which will include coordination of the Storytelling Tree.

It's been a month for connecting with early literacy. Director May and Ms. Strong met with SMART Reading Area Manager Julie Brimble to learn more about the organization and to brainstorm ways that the relationship between the Library and SMART. Ms. Strong will attend a future regional coordinators meeting to talk about library programs and resources.

Director May and Assistant Director Claudine Taillac attended one day of the SOU Future Ready Education Conference that was facilitated by Knowledge Works, a strategic consultant group that works with educators on strategic foresight and education transformation. Thought-leaders from SOU, representatives from school districts in Jackson and Josephine counties, and numerous other education-focused organizations worked in breakout sessions to coalesce ideas on barriers, growth opportunities, and how to shift mindsets for greater success for future learners. Both Director May and Ms. Taillac made important connections and will follow up on potential partnerships.

Centennial Celebrations

The five regional wine and cheese “Cheers to 100 Years!” celebrations took place in late September through the end of October, and all of them were a success. The party in Gold Hill was the celebration of the month, with fifty-eight in attendance, including the recently appointed mayor of Rogue River and the new Gold Hill City Manager. At Shady Cove Library, ninety people attended, including a volunteer of twenty-two years and Art Sugden, the patron who curated the library’s artwork. In Ashland, 190 people attended, including State Representative Pam Marsh.

La Comedia of Errors

JCLS was one of eighteen community organizations to co-host free performances of OSF’s *La Comedia of Errors*, a bilingual adaptation of William Shakespeare’s *The Comedy of Errors*. The Eagle Point branch hosted the event on October 6 with forty-three people in attendance. Although the play itself had to be cancelled due to a traffic accident on I-5 that prevented performers from arriving, the audience still enjoyed the pre-engagement portion: dancing, exchanging stories, and exploring the themes of the play.

On October 19, the Medford branch hosted the show. Of the fifty-two attendees, many were bilingual, and some were monolingual Spanish speakers. The diverse audience enjoyed the performance, engaged in meaningful discussion, and shared a traditional Mexican meal. By providing bilingual/bicultural programming, JCLS improved its engagement of the Latinx community and provided a space for all attendees to expand their cultural and linguistic horizons.

Support Services

IT

A pair of laptops have been transferred to Shady Cove Library in response to Branch Manager Marion Mensing’s feedback that many adult patrons would value the option of a quieter area to work than the public computer terminals, which are close to the children’s computers. Patrons are required to leave collateral for laptop checkout, such as a State ID or Driver License. The minimum age for a laptop checkout is eighteen years and patrons must be in good standing.

Training

Assistant Director Carey Hunt arranged for an instructor from Rogue Community College to offer three courses on Microsoft Excel for library staff. Each 4-hour class covered various aspects of the program, and staff feedback was positive. Staff will use the skills learned both for their own reports, and for assisting patrons with their questions.

Collection Development

Staff are currently evaluating Kanopy, <http://kanopy.com>, a popular video streaming service, to add to the Library's digital collection. It provides access to Paramount movies, PBS, The Great Courses (from Recorded Books), and both educational and entertainment films. Collection Development Librarian Wende Glimpse will attend 2019 Guadalajara International Book Fair end of November to seek partnerships with Spanish-speaking materials vendors and purchase new materials.

Digital Services

Digital Services Supervisor Eric Molinsky has been invited to participate in a panel discussing hotspot lending at the annual Oregon Library Association Conference in Bend (April 29 – May 2, 2020). Assistant Director Carey Hunt represented JCLS at the Statewide Database Licensing Advisory Committee in Salem, OR on October 30. The committee is currently reviewing an RFP for an online learning tool as the Learning Express tool from EBSCO is up for renewal next year. Hunt will be working with colleagues to develop a marketing packet to promote the State databases, including Learning Express, for Oregon libraries.

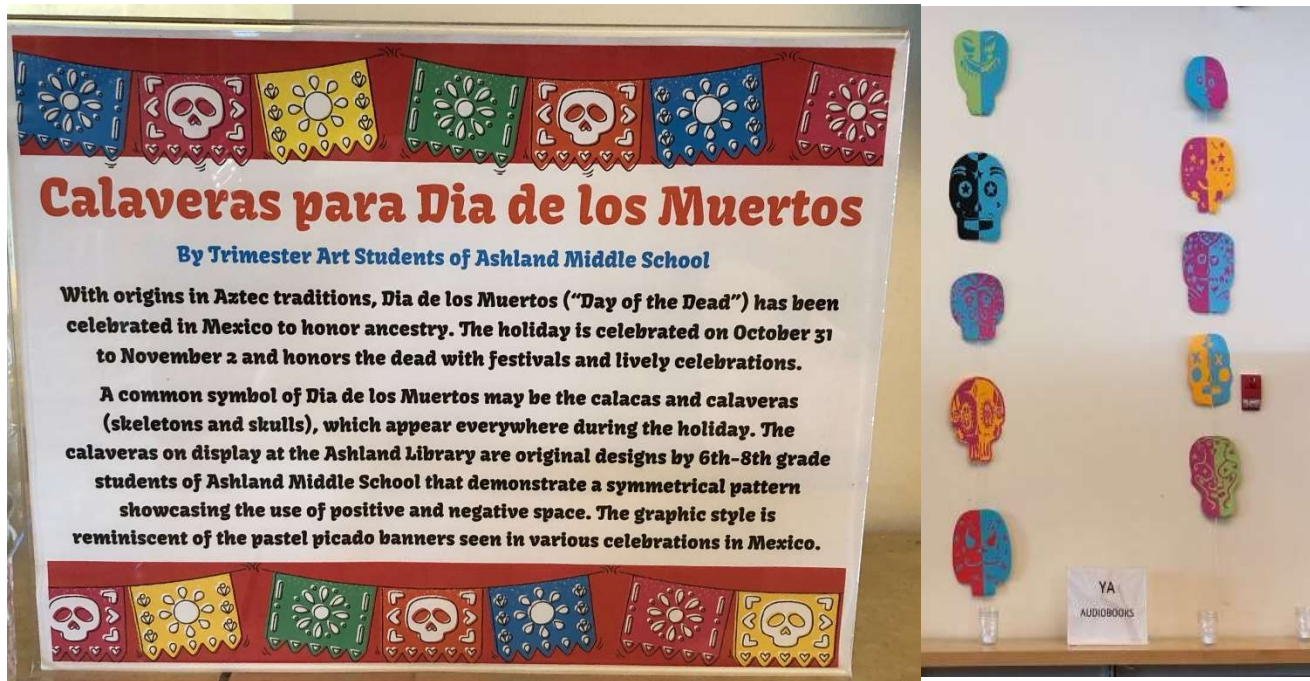
Regional Libraries Report

Bear Creek Region (Ashland, Talent, Phoenix)

The **Ashland Library** had forty patrons participate the program *Be the Author of Your Life! Writing and Self-Publishing the Book of Your Dreams*. It was facilitated by successful local author Susanne Severeid and was featured on the front page of the *Ashland Daily Tidings*. Staff and the Friends of the Ashland Library collaborated on a Friends of the Library Week showing of the movie *The Public* that was attended by thirty-five patrons and generated a lot of interesting conversation afterwards about how the Ashland Community can better serve its unhoused population.

The Children's Department is celebrating fall in many ways, including a popular pumpkin-themed story time where the twenty-five children were given miniature pumpkins to decorate with foam stickers and markers. What was expected to be a quick craft kept the two – four year olds focused on their creations for over a half an hour. One grandmother expressed her appreciation for the thoughtful way that the craft was appropriately designed for the age group. The library was filled with costumed kids on Halloween who stopped by for the pre-parade concert that was held downstairs. A new addition to the Children's area is a self-check station relocated from Medford Circulation. Parents appreciate that they no longer having to juggle children, large stacks of library materials, and all their personal items at the Circulation desk while checking out. The families' library visits have become more streamlined, and the Circulation area is less hectic.

The Teen Department has recently accepted two interns from the John Muir Outdoor School in Ashland to complete their eighth grade capstones. The students' goals are to give back to their community while learning about how a local business impacts the community. Ashland Middle School students created a sugar skull art gallery for the library's Teen Día de los Muertos display, which runs from October 28 to November 12. Teen Librarian Miranda Madro and the middle school teacher collaborated on display content to lend context to the sugar skulls, explaining the importance of this holiday and how it differs from Halloween. Both of these programs are efforts toward strengthening the connection between the library and the local schools.



At the **Phoenix Library**, eighteen people gathered to make fabric bowls on Saturday, October 12, and most attendees had so much fun that they made multiple bowls. Branch manager Jody Fleming and Friends of the Phoenix Library President Lee Gonnella marched in the Phoenix High School's annual Homecoming Parade. The team, with the help of a young patron, passed out candy to onlookers and were cheered on at multiple stops along the route. Jody and Lee have been marching in this parade for four years now, and it is a great way to see the enthusiasm that the library brings out in people. LEGO Day will be held at the Phoenix Branch on October 26 with fifteen participants. This program gives kids a chance to free-play with LEGOs, eat snacks, and enter to win LEGO books provided by JCLS.

The **Talent Library** and the city itself experience the busiest day of the year during the annual Harvest Festival. Nearly 1,000 patrons passed through the front door of the library on that beautiful October Saturday. The Talent Library Club earned more than \$1,000 through donations at their annual book sale, and the Weavers and Spinners Club drew eighty-seven participants to their weaving demonstrations. Kids and adults were able to make and keep a Kumihimo braid on a loom. This event drew people from all over Jackson County and was a successful community effort. As Talent Library Club Secretary Bonnie Yates said, "It was indeed an awesome day at our library—the heart of Talent!"

Lower Rogue Region (Rogue River, Jacksonville, Applegate, Gold Hill, Ruch)

The **Applegate Library** hosted a variety of programs and meetings in October, including the "Wonderful World of Wiggly, Wriggly Worms," a Magic Show, and the Applegate Poets meeting. A local couple, Pat and Frank Peterson, constructed a Little FREE Library, and donated it to the Applegate Library. The county installed it, staff painted and roofed it, and library Friends had a plaque made for it. The staff and

friends of the Applegate Library had a dedication ceremony to commemorate this donation, and the Friends will keep it stocked.



Rina Pryor joined the **Jacksonville Library** as its new Branch Manager. Ms. Pryor is enjoying being back in Jacksonville, and her focus is on getting to know the community better, including the local teachers and students. The Jacksonville Friends sponsored a knitting class that met once a month during the summer. The class was so successful that the group formed itself into an informal Stitching Circle that now meets regularly on its own. They happily knit, crochet, and hand stitch away in the library's meeting room.

Gold Hill Library hosted a program with storyteller Thomas Doty, who entertained nine patrons with stories of Tom Beeson. Paul Fattig gave a talk about his new book about smoke jumpers to twenty patrons.

Upper Rogue Region (Eagle Point, Shady Cove, Prospect, Butte Falls, White City)

Butte Falls Library and Prospect Library Branch Manager LeeAnna Pierce joined Booktalker Anna Monders at her presentations to the fifth and sixth grade classes at the Butte Falls and Prospect Elementary schools. Library card applications were given to students who did not have library cards, and Ms. Pierce returned to the schools to collect the completed forms. One young student came in mid-October with his new card. He was smiling from ear to ear when staff found a book for him to check out. The Prospect School's eighth grade class and the special education class have started visiting the library weekly.

The **Shady Cove Library** meeting room is kept steadily busy by community groups, such as the Good News Club that meets weekly with forty to fifty attendees, the Writer's Club, and recently the October meeting of the Friends of the Library Presidents' Forum. Public programs that were presented in October include the Heal America Program with Rob Schlapfer presenting *Saving America: Immigration Care*, and Dan and Carole Nielson's presentation on Germany, which sixteen people attended. On Saturday, October 19, the pop-up seed library featured a bulb swap. Twenty-four participants traded iris and daffodil bulbs as well as picked up seeds for winter gardens.

The **White City** Library staff continue to offer many Spark Space and other exciting programs. The month started out with Spark Space programming with a Lego WEDO Collaborative Race. Seven young patrons worked together in teams to build robotic vehicles and raced each other. The “Rocks and Minerals—Bugs R Us” program was well attended with twenty-eight participants, and each of them took home a sample of a rock or mineral. Spark Space programming continued with Mini Sphero Jousting, where participants created a knight with craft supplies and manipulated the Mini Spheros to joust with one another. This program was at capacity with eight patrons. Game Day continues to grow with fifteen participants playing board games and Wii. The Library Bingo’s group of thirteen included three generations of players.

The **Eagle Point Library** partnered with REI staff and offered a Smartphone Photography workshop. Seventeen participants learned photo techniques and how to optimize their iPhone and Android settings to capture more brilliant images.

Central Cluster (Medford, Central Point)

The **Medford Library** hosted its first Think & Drink at the Urban Cork, an event presented in partnership with Oregon Humanities, the City of Medford, and the Friends of the Medford Library. This event focused on Accessible Cities, with a panel consisting of Business Librarian Elanna Erhardt; Jenna Marmon from ODOT; Tom Humphre, Community Development Director; and Harry Weiss, Executive Director of Urban Renewal for the City of Medford. The venue invited discussion around four main overarching themes/requirements for accessible, walkable cities: Does the city provide comfort, safety, and interest? Is it useful? What purpose do places serve? Thirty-two attendees and panelists collaborated to create a cohesive and creative space to understand the need for planning and advocating for accessible cities for all.

Branch Manager Terra McLeod, Ms. Taillac, and Director May met with representatives from Medford Police Department’s Livability Team to learn more about the work that the team is doing to address chronic safety concerns on the Bear Creek Greenway and the downtown area. The meeting was the first step in finding ways to work together with the ultimate goals of extending Library services to those needing life mobility assistance and getting more assistance from the Medford Police Department in curbing illegal activity at the Library. The Library is investigating ways to bring in volunteers on a regular schedule to assist individuals who need to research or complete social assistance paperwork online.

The Children’s area has been a flurry of school visits including a return visit of thirty-two students from Jefferson Elementary who visited both Children’s and Teen departments for research help on careers. Staff was aware of the research goal for the visits ahead of time and prepared resources for the students to access. The rest of the month featured homework help, LEGOs, and Zombies! The Zombie party brought in more than forty children and families dressed up in their favorite costumes (not just zombies). They enjoyed playing pin the eye on the zombie, various video games, as well as horror-d’oeuvres such as oozing eyeballs and finger sandwiches. Halloween came early to the Medford Library, bringing approximately 100 trick-or-treaters of all ages to each service desk.

The Teen Department is well into planning the Medford YA’s 15th birthday party with TAG (Teen Advisory Group) members, bringing more excitement for the continuing growth of this group. The second round of miniature golf took over the department. The "Let's Play a Game of Books" event garnered some good responses for future events, and the FrankenToys Crafternoon brought thirteen teens together to

create horrific toys using old toys that were non-functioning to make way for the new, creepy toys that the teens created.



Central Point Library Associate Paula Bandy-Hickman has connected with several area homeschooling groups, and they are visiting the library on the first Tuesday of each month to explore and utilize various aspects of the Spark Space. WeDo and Mindstorm are the favorites so far. LEGO Builders, Architects, & Engineers is a popular STEM program for pre-K patrons, averaging at about fifteen attendees each week. Twelve families also enjoyed a new program called the Can You Pumpkin Spice It?—a food tasting event. Patrons experimented by tasting a variety of pumpkin-spiced food and voted for their favorites. Surprisingly, pickles were the favorite of bunch!

Youth Services & Outreach to Children

Youth Services Coordinator Brystan Strong, Central Point Branch Manager Marne Kapule, and Medford Circulation Supervisor Ali Aftreth attended the first annual Medford Open Streets event on October 12. This event promoted healthy, active living in the city's largest public space: its streets. The streets were closed for cars but open for people to walk, bike, roll, and discover active transportation while fostering civic pride, stimulating economic development, and highlighting the diverse community in Medford. The JCLS team set up a booth in Liberty Park, where they created a StoryWalk, which is a literacy and physical activity tool that engages community members in reading books in unique environments and in a variety of ways. The book that was selected was *From Head to Toe* by Eric Carle. The StoryWalk encouraged people not just to walk through the park but to engage with the story by reading along with the animals as they moved their bodies in fun ways. Several families took part in the StoryWalk, and library staff reminded community members that the library is for play, interactive reading, and early literacy among the many other things it has to offer. The mail tribune featured it in their story about the



event <https://mailtribune.com/news/top-stories/takin-it-to-the-streets-in-downtown-medford-event-festival-vendor-traffic-music-arts-pumpkins->. Staff also handed out stickers, library information, and event guides and issued new library cards.

Ms. Strong and Ms. Taillac participated in the State Library's Summer Reading Summit in Salem, where library staff from around the state gathered for a Summer Reading Program debriefing and idea-sharing workshop.

Booktalk school visits are in full swing, with recent visits to Prospect, Talent, White City, and multiple Medford schools. Booktalker Anna Monders was invited to present at the Oregon Association of School Libraries annual conference on October 11-12 in Lincoln City. She paired up with the Lincoln City children's librarian to present a three-hour session of elementar booktalks to an audience of more than sixty school library staff. Her breakout session on how to plan for and present booktalks was also well-attended, with thirty-three participants from elementary, middle, and high school libraries around the state. Ms. Monders shared her booktalk blog with conference attendees, and page views doubled in the following week.

Outreach to Childcare is busy updating the roster of providers after sending out the fall letter. The letter asks for an update of information. Almost 1500 children are served by the program. OCC Library Associate Megan Pinder provided bilingual information about JCLS services and resources, issued cards, and gave away bilingual children's books at the Latinx Health Fair and Mexican Consulate visit on September 28 in Medford. The fair is a chance for the Latinx community to connect with agencies that offer services that impact the social determinants of health throughout the lifespan including housing, physical and mental health, education, legal services, advocacy, transportation, and recreation and is an excellent opportunity for JCLS to reach Spanish-speakers, particularly migrants.

Marne Kapule and Nancy Peterson attended the first Quick WIC class on October 3 after the summer hiatus. The Jackson County WIC (women, infants, children) class provides young families with community resource connections. JCLS created ten new library cards, gave away twenty-two board books, and spoke to thirty people about library services.



Strategic Framework Dashboard FY19.20 Q1

Circulation

A collection development analysis is underway to balance funds between physical and digital materials.

A recent visit to Deschutes Public Library helped spark a more substantive movement to digital. DPL spends about 42% of their materials budget on digital materials, while JCLS spends 32% on all electronic resources (databases included).

Physical Circulation



eBooks & eAudio

Slight shortfall on current Fiscal Year targets for Q1.

Digital Circulation



Total Circulation

System-wide weeding project will be completed by December 2019. LS&S's new Collection Development Team has begun implementing the new collection management service in October.

JCLS Collection Management staff will now be focusing on analytics to improve collection and thus circulation system-wide.

Q1 FY19.20 saw a 9% decline in physical circulation, but a 29% increase in digital circulation.

Overall Circulation



In Branch Visits

The current people counters implemented at the branches are unreliable. The Library has implemented a regular reset of all people counters until a new system is installed.

IT is preparing proposal on system-wide thermal people counters for approval by the Board in December.

Library Visits



Active Library Users

The library has now reached over 100,000 active card holders.

Population numbers are pulled from the PSU census data.

Current Active patron counts were not kept per quarter last fiscal year.

Active Cardholders



New Users

The Library was slightly behind pace for attracting new users in the first quarter.

New Cardholders



New Metric – Digital Users

Very few databases track users, and fewer track new users. Overdrive (Library2Go) and Hoopla both track all users and new users.

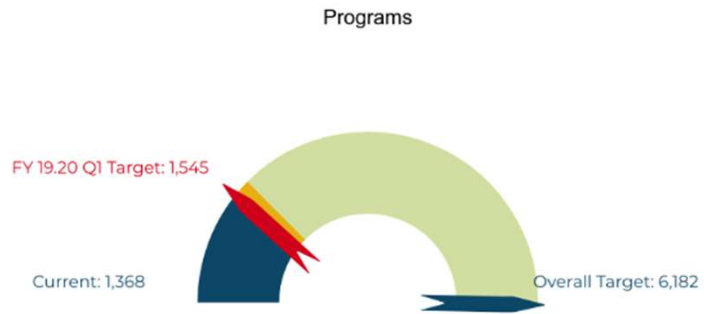
Both Library2Go and Hoopla are popular services offered by the Library and continue to increase in usage each quarter.

The Library has started to track these users FY19.20 Q1 using these services as a benchmark for Digital Users.

Graphic Coming Soon!

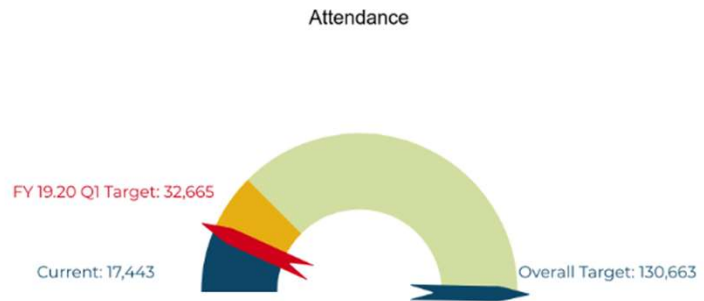
In Library Programs & Outreach

The Library exceeded the target (5% increase over previous year) for number of programs with an increase of 41%. The target of seeing a 25% increase in the number of attendees was not realized, however, there was an increase of 6.1% in overall program attendance.



Event & Program Attendance

STEM: For Q1 there were over 1600 children/teens attending over 100 STEM and Spark Space programs throughout the county.



**Strategic Plan
Framework
October 2019
Update**

Accomplishments FY19.20 Q1

LEARN

Added STEM technology into Outreach to Childcare kits, including manipulatives and early STEM-based learning tools in branch Satellite Storytime Bags and Kaleidoscope programs.

Hosted Centennial birthday parties at all branches where more than 800 Jackson County residents attended and enjoyed the festivities. Hosted receptions at five area branches during September and October with attendance of more than 500 residents. Launched a Centennial Geocaching Challenge.

CONNECT

Expansion of Library of Things underway, including forming of a team to review options and make recommendations. Implementation of myTurn reservation software for Library of Things is well underway. Launch date is set for January 2020.

Purchased subscription to downloadable magazine service Flipster and moving forward with subscription to Kanopy, a streaming video service. Launch date January 2020 for Kanopy.

Launched new JCLS logo in September.

Facebook: The new logo profile picture had the highest engagement of all posts in September at (27%), 11% higher than the second most engaging post which was the logo reveal post itself.

Twitter: 2 tweets regarding the logo reveal (one being the new logo itself and the other a post about the Mail Tribune reveal ad) each had 1,100 impressions. Among tweets in September this was second only to a post revealing new library card designs.

Instagram: The logo reveal post had 46 likes. Among posts in September this was second only to posts revealing new library card designs.

Increased funding for Spanish language materials. Results: average circulation increase by 12% (based on average monthly circulation), with Young Adult experiencing the highest percentage increase at 25% over last year.

Hosted inaugural Library Open House, with targeted marketing to the Latinx community, September 2019 in Phoenix. Formed a systemwide committee to plan future events.

GROW

Launched workshops with Business Librarian in June 2019 that continue monthly. Result: Business Librarian continues to have requests for one-on-one sessions on best practices regarding library resources.

Completion by approximately 50 staff of a three-part Excel class developed specifically for the library by RCC Instructors. Result: Increase technology literacy; staff excitement/appreciation of the opportunity to learn a new skill that assists them in their jobs everyday.






Launched a train the trainer program, providing public services staff with training on databases and devices, including Digital Services & Technical Services plan to train all branch managers on new Library of Things (myTurn) software and provide them with the tools to train their staff. Result: As a team, Digital Services has had 87 appointments with staff, covering subjects ranging from Libby/OverDrive to Outlook, Excel, LibCal, Fire TV monitor systems in branches and much more. Staff then return to their branches to share their knowledge.



	A	B	C	D	E	F	G	
1	Goal Area 1: LEARN							
2								
3	Objective 1: Support early learning to promote school readiness.							On Track
5		Target Date	Status	Tactic	Plan		Behind Schedule	
6		Jan-19	Focus on children's materials is an ongoing project.	JCLS will focus the Children's materials budget to support Children ages birth-5 and their parents/guardians/caregivers, public, private, and charter school students and faculty (K-12), and homeschool students/families.	Collection Development Plan		Off Track	
7		Ongoing	Provide formal Storytime planning and training to all youth services staff annually.	Develop comprehensive training for staff that reinforces the library's early learning strategies.	Strategic Plan		Completed	
8		Ongoing	Early Literacy Newsletter sent out quarterly; Educator Newsletter sent out twice during school year; TumbleBook database; Kaleidoscope program	Provide easy access to early literacy materials, websites, information and support for parents and caregivers.	Strategic Plan			
9		Jan-19	Bilingual staff was hired for Outreach to Childcare.	Expand the library's outreach to childcare to include services delivered in both English and Spanish.	Strategic Plan			
10		FY19/20	10-2019: Spanish language materials average circulation increased by 12% (based on average monthly circulation), with Young Adult experiencing the highest percentage increase at 25% over last year.	Adjust spending levels on library materials to reflect Jackson County's 12 percent Spanish speaking population (2018 census data).	Collection Development Plan			
11		Sep-19	Added STEM technology into Outreach to Childcare tools and continuing to seek new tools; including manipulatives and early STEM-based learning tools in branch Satellite Storytime Bags	Continue to investigate and invest in technology, resources and tools that support early literacy.	Strategic Plan			
12		Jan-19	Early Literacy Newsletter sent out quarterly	Develop an early literacy newsletter that is shared quarterly with parents and caregivers (via an email distribution list tied to library card)	2 Year Plan			
13	Objective 2: Help people develop the skills to search for, locate, evaluate and effectively use information to meet their needs.							
14		Target Date	Status	Tactic	Plan			
15		Jan-19	Purchased Brainfuse	Increase the Library's ability to offer homework help by subscribing to an online service provider to provide students with free access to live online tutoring in English and Spanish. A subscription to Brainfuse will also provide job seekers with access to their resume/career builder section.	Collection Development Plan			
16		Jan-19	Purchased Lynda.com	Increase the Library's information resources for the local business community by subscribing to Lynda.com, an online learning platform that provides Library customers access to the Lynda.com video library of top-quality courses taught by recognized industry experts.	Collection Development Plan			
17		Jan-19	Purchased Gale Courses	Increase the Library's offerings for adult learners by subscribing to Gale Courses, which offer customers access to interactive courses taught entirely online by college instructors and experts in the field.	Collection Development Plan			
18	Objective 3: Provide information and tools needed for the academic success of students in public, private, home schools, trade schools and higher education.							
19		Target Date	Status	Tactic	Plan			
20		Feb-19	Trained all staff during Cluster Meetings	Train all public services staff to do local outreach visits centered on library card sign-ups.	2 Year Plan			

	A	B	C	D	E	F	G
21		Mar-19	New material added regularly	Develop an outreach kit available to all locations.	2 Year Plan		
22		Mar-19	Laptop, iPads for using Leap at Outreach events	Purchase updated technology, presentation materials, and handouts/giveaway materials	Marketing Plan		
23	✓	Mar-19	La Fiestas Patrias, Latino Health Fair, Jefferson Funders Forum, Emergency Preparedness & Safety Fair. Ongoing	Work with Outreach Departments to identify new opportunities to promote the library in the community.	Marketing Plan		
24		Jan-19	Implemented Brainfuse and created Homework Hub programs	Provide and promote online and in-branch homework assistance.	Strategic Plan		
25	✓	Dec-19	Updating meeting rooms with technology and training branch staff on their operation. Ongoing	Develop strategies involving staff, technology and space that better support distance learning. Improve customer meeting rooms to better meet evolving customer expectations and provide optimal meeting space for the community	Technology Plan		
26	✓	Sep-18	Most branches providing library card applications to classes pre-library tour with cards available for pick up on the tour; EP summer school class weekly visits included all students with cards. Ongoing	Incorporate library card sign up as part of any scheduled library tour.	2 Year Plan		
27	✓	Sep-19	Book Talker Anna Monders regularly visits schools within the County; some Branch Managers starting to attend with Anna to facilitate library card sign ups	Build on the current success of the Booktalk program, allocating time to check out materials, work with teachers to get cards for students at time of visit.	2 Year Plan		
28	🚩	Sep-19	Developing new service delivery module involving branch staff	Using similar model to book talk program, develop school outreach that focusing on sharing and promoting books and additional digital library resources to students and faculty at schools.	2 Year Plan		
29	🚩	Sep-19	Board agreed at 7-19 meeting to table this tactic	Launch a collaborative program with local school districts (starting with Medford and Central Point) to provide all K – 12th-grade students a fine-free, no-parent-signature required JCLS library card tied to their student ID.	2 Year Plan		
30		Mar-19	Implemented	Introduce a card type for educators that will allow a customer to check out and renew items that support classroom and homeschool curricula.	2 Year Plan		
31		Jun-19	Increased funding allowed for additional materials and Brainfuse database	Collection development will include Children’s Easy Readers; books that promote STEAM, biography, history and science for all age group; materials to support classroom curricula; and materials that support GED and SAT learners.	Collection Development Plan		
32	Objective 4: Support personal growth and lifelong learning through high-quality programs and materials.						
33		Target Date	Status	Tactic	Plan		
34		Oct-19	Birthday parties scheduled at all branches; 5 regional receptions scheduled Sept/Oct 2019, Centennial Geocaching Challenge launched in October	Plan and execute the JCLS Centennial Celebration community events to honor the 100th anniversary of JCLS	2 Year Plan		
35	✓	Sep-18	Ongoing	Enhance materials that support library programs. Materials will be ordered to support current programs in the library.	Collection Development Plan		
36							





Goal Area 2: CONNECT






Objective 1: Provide safe and welcoming spaces for people of all ages, cultures and backgrounds to connect with others and to engage in individual pursuits.









	Target Date	Status	Tactic	Plan
	Mar-19	New Circulation policy adopted	Evaluate existing requirements for a library card, with a focus on how current requirements might restrict Latinos and other potential card holders in nontraditional households (i.e. undocumented residents, homeless).	2 Year Plan
	Sep-18	Ongoing	Enhance materials that support library programs and the Spanish community	Collection Development Plan
	May-19	No further action planned at this time. Google Translate is available on the website.	Translate core areas of the Library's website into Spanish. Multilingual workflows within the new website platform, BiblioWeb, are under Development Plan but not built yet.	Technology Plan
	Ongoing	Provided Storytime training for Spanish-speaking staff (5 fluent; several with basic skills); Bilingual skills preferred with new hires.	Hire and train Spanish-speaking staff to plan and carry out in-house and outreach events that focus primarily on the Hispanic community to better serve this underserved population.	2 Year Plan
	Oct-19	First event held September 2019 in Phoenix, committee has been formed	Host Library Open House events in communities with a significant Hispanic population twice a year to engage the local Hispanic population.	2 Year Plan
	Ongoing	Implemented targeted email campaigns for users of specific programs, services, etc. (Spark Space, Flipster, Kindles) in October 2018 and targeted Social Media advertising (ads for family friendly events targeting people with children, or targeting specific demographics for events like an author reading) in April 2019	Target specific demographics and program users with customized messages.	Marketing Plan
	Jun-19	2nd part completed in August 2019	Develop customer service training for public services staff that focuses on two things: 1.) ensuring staff are effectively communicating the value and impact of library services during each customer interaction, and 2.) training staff to engage in point of sale marketing during every customer interaction to ensure customers know about additional library resources and services available to them.	2 Year Plan

	Oct-19	Staff technology assessment completed in July 2019; Digital Services team rolling out monthly training schedule for staff. Excel training offered in October 2019.	Develop comprehensive technology training for staff.	Technology Plan
	FY18	The Facilities Committee reviewed external signage in May 2018, and it is scheduled to be updated fall 2019.	Improve library signage to ensure the message reflects the community.	Strategic Plan

Objective 2: Customize hours, spaces, services and collections to meet community needs.

	Target Date	Status	Tactic	Plan
	Jul-19	Project Outcome & Technology Survey are planned; the Board agreed to push this survey out past original target date so that we can combine the survey with other questions and not over-survey the community	Perform market research on non-users, including focus groups and one-on-one interviews with former library users who are no longer active cardholders.	2 Year Plan
	Nov-18	Director presented information to to the Board in Nov. 2018.	Assess current staffing levels and current staff work flow and priorities to determine sufficiency to complete worked outline in the strategic plan and 2 Year Plan efficiently and effectively.	2 Year Plan
	Nov-18	Ongoing	Increase the overall visibility of the collection system-wide with an emphasis on promoting it with creative and intelligent displays. Collection Development will identify what is most helpful for branches, including, for example, a monthly schedule of broad themes like July: The Great Outdoors. Bookmarks, posters, and other helpful support materials can be created with marketing team support. Action items should be simple to accomplish, creative and fun.	Collection Development Plan
	Jan-19	Launched Tumblebooks; OCC created Spanish theme bags	Increase the Library's ability to offer young readers (birth to elementary school-aged children), parents, caregivers and teachers access to high-quality animated talking picture books, chapter books, videos, non-fiction titles, playlists, books in languages other than English such as French and Spanish, graphic novels and math stories to promote early literacy.	Collection Development Plan
	Jan-19	Final branches will be weeded by December 2019.	Evaluate the condition of the collection and move forward with a comprehensive collection maintenance program.	Collection Development Plan
	Jun-19	Programming system-wide includes mobile maker space aimed at children/teens.	Introduce robust makerspace solutions at two or more branch libraries to serve current customers and attract new customers to the Library with the goal of fostering curiosity by developing strategies for how customers interact with new technology.	Technology Plan
	Jan-20	STEM kits purchased for Outreach and currently incorporated into programs, though not connected to local schools or classrooms.	Develop Outreach programs for local schools that include STEM tools such as a mobile makerspace focused on K-12 tools.	Technology Plan

	Jan-19	Kindle usage has doubled in average monthly usage comparing monthly FY18.19 to current FY. Survey feedback indicates that 86% of users found the devices Easy or Somewhat Easy to use.	Launch Kindle program (Kindles pre-loaded with content from Amazon Prime) to stimulate the use of digital content and provide Library customers with easy access to digital literacy tools.	Technology Plan
	Apr-19	Oct 2019: Reassessing needs of the program and best practices roll out	Make laptops and Chromebooks available for trial use at one to two library locations to provide customers with more flexibility – device choice, work location and customized experience.	Technology Plan
	Aug-19	Library of Things is under expansion. A team has been formed to review options and make recommendations.	Expand the library experience to include things such as makerspaces, learning commons and non-traditional materials. Develop a Library of Things, including items that provide greater flexibility for patrons: device choices, work where you want, and customized experiences.	Technology Plan Collection Development Plan
	Jun-19	Staff are reviewing connections with Spanish materials vendors	JCLS provides educational and recreational material in languages other than English for adults and juveniles to meet the needs of a diverse population. More than 12 percent of Jackson County residents identify as Hispanic or Latinx.	Collection Development Plan
	Mar-19	Two test meeting rooms in Medford are up and running	Improve customer meeting rooms to better meet evolving customer expectations and provide optimal meeting room space for the community.	Technology Plan
	Sep-18	Purchased subscription to Flipster; considering a streaming video service	Grow the Library's collection of digital materials with an emphasis on e-books, audiobooks, and e-magazines to appeal to students, families, the Hispanic community, business leaders, and commuters.	Collection Development Plan
	Apr-19	Several incentives were provided, including a commemorative MCC library card, discounts at local businesses, and special swag	Offer a special discount or incentive for JCLS library card holders during the annual Medford Comic Con.	2 Year Plan
	Mar-19	Staff researched and verified ability to create a card; determining whether it will be an effective way to generate new library card holders.	Create a digital full-access library card application that can be filled out and submitted by the user electronically.	2 Year Plan
	Jan-19	Implemented in March 2019 with new Circulation Policy.	Introduce a computer-access-only library card type (and new physical card) that allows customers without homes or permanent addresses to access the Library's internet-accessible computers and online resources within the Library.	2 Year Plan

	May-19	Began running ads for specific programs and services beginning September 2018 (Spark Space, Digital Databases, Homework Help)	Advertise specific programs to educate the community about Library services	Marketing Plan
Objective 3: Build public awareness and engagement through strategic marketing.				
	Target Date	Status	Tactic	Plan
	Jan-19	Marketing Plan Approved by Board May 2019.	Develop and implement comprehensive plans to raise public awareness of the resources and services of the libraries.	2 Year Plan
	Jan-19	Developing plans for 2020 advocacy training	Provide all Library Board, Foundation and Friends members with an annual advocacy training and encourage them to be an active part of the library awareness campaign out in the community.	2 Year Plan
	Jun-19	Delayed because of Library Strategies study May 2019.	Develop talking points, an elevator speech and small marketing cards with statistics to showcase ROI for Board, Foundation, and Friends members to share with members of the community, stakeholders, and current and potential funders.	2 Year Plan
	Sep-19	Digital Services is developing a training program for users	Build public awareness and engagement with library technologies	Technology Plan Marketing Plan
	Sep-19	Connections have been made through the local Chambers of Commerce and invitation to speak to Jacksonville City Council. Invited to serve on Steering Committee for OCF's GoKids with a focus on early literacy	Identify opportunities for the Library Director to speak or engage in community functions	Marketing Plan
	May-20	Reviewing options to provide new, creative means of engaging the community through reading programs	Partner with program staff to develop a reading/interview series that attracts well-known authors on a quarterly basis	Marketing Plan
	Jan-19	Implemented in March 2019 with new Circulation Policy.	Eliminate the Library card replacement fee.	2 Year Plan
	May-19	Campaign launched May 2019; 143 cardholders were reactivated	Launch a fee-forgiveness campaign during a targeted period of the year to allow people who are not able to use their cards to come back with a fresh start.	2 Year Plan
	Jan-19	3/19: Reviewed and not adopted – kept same policy of \$100/household	Offer a tiered fee for a non-resident card, based on number of active users in the household instead of assessing the amount for each individual non-resident (with a maximum of \$100/household).	2 Year Plan
	Jan-19	Targeted Social Media advertising geared to non-library users started in April 2019 advertising digital databases and services such as Flipster, Kindle lending, digital downloads. etc.	As part of a general library awareness campaign, target the non-user by highlighting digital options for customers, including being able to download and read popular magazines, e-books, and audiobooks. Also promote access to databases, workshops and classes, and the ability to download free music and movies.	Marketing Plan

✓	Sep-19	Implemented 3 new or updated brochures. Flyers and social media graphics for specific services began in December 2018. Ongoing	Develop marketing materials that clearly describe library services (i.e., updated brochures and ad campaigns)	Marketing Plan
	May-19	Email newsletters began in October 2018. Social media following has grown an average of 46% since December 2018, including 79% growth on Instagram.	Promote library programs and events through social media and email newsletters. Improve social media reach and engagement through content that users want to share, including graphics, videos, web materials, and potential audio (such as podcasting)	Marketing Plan
	Sep-19	New logo launched Sep 4th, 2019	Evaluate JCLS branding	Marketing Plan
Objective 4: Implement new models and collaborate with others to improve information access and delivery.				
	Target Date	Status	Tactic	Plan
✓	Jun-19	JCLS tabled discussions about new library website platforms until FY2020. Other efforts to improve website functionality and UX are ongoing.	Improve Website for UX (User Experience) and increased usage through continuous evaluation of the website's platform and functionality. Continue to develop the Jackson County Library Services website to guide users to library services and resources, partner websites and complementary community resources	Marketing Plan Technology Plan

Goal Area 3: GROW

Objective 1: Emphasize 21st century literacies such as information, finance and health in library programs.

	Target Date	Status	Tactic	Plan
	Jun-19	More business related materials added to physical collections; ValueLine and Lynda.com both implemented.	Provide library services, materials and programs to assist business owners and entrepreneurs with an emphasis on emerging agricultural markets. Develop and promote a business collection for local small business owners and entrepreneurs in the Medford/Central Point area. Collection will include business-related online research resources and subscription services such as Value Line and Lynda.com.	Collection Development Plan 2 Year Plan
	Jun-19	Workshops launched in June 2019 and continue monthly	Work with businesses to educate them about services and programs that apply to the business community	Marketing Plan
✓	Dec-19	Two makerspaces implemented along with mobile makerspaces available for programs in the branches and outreach	Develop programs and services to foster innovation and creativity to support science, technology, engineering, arts and math (S.T.E.A.M.) skills. mobile makerspaces	Technology Plan
✓	Sep-19	Launched a train the trainer program, providing public services staff with training on databases and devices.	Develop curriculum and comprehensive plan for technology training that promotes JCLS databases to patrons and offer classes in every branch.	Technology Plan

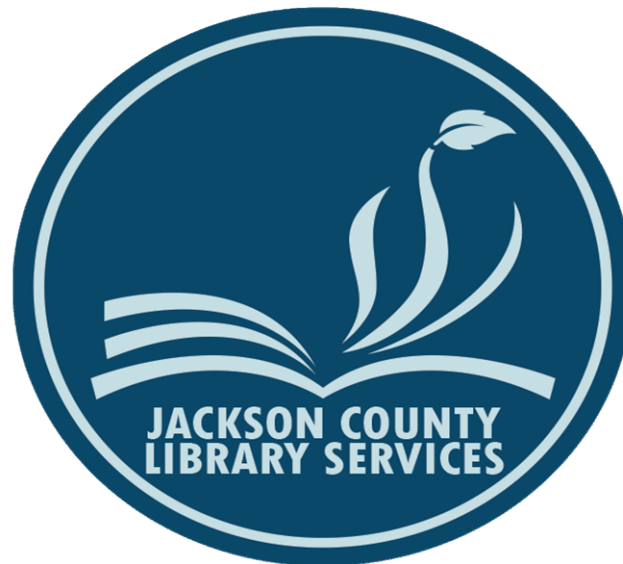
Objective 2: Educate for digital literacy and marketable workplace skills to improve prospects for employment.

	Target Date	Status	Tactic	Plan
	Jan-19	Brainfuse implemented	Invest in career and employment resources for job seekers	Collection Development Plan
✓	Sep-18	Reviewing new tool, Alteryx through a free trial. Also implemented Library IQ from LS&S	Use data analytics to determine resources needed at each branch to help people develop skills required to find a job. Deliver career and employment resources for job seekers and use data analytics to determine the needs at each branch.	Collection Development Plan

Objective 3: Leverage partnerships to develop and promote job growth and business success.

	Target Date	Status	Tactic	Plan
✓	Sep-19	Business Librarian and Director connecting with community through local Chambers of Commerce and other business networks	Identify viable businesses and economic development partnerships which will pave the way for the library to share resources, co-promote programs and services and offer joint training initiatives.	Marketing Plan
	Mar-19	Business Librarian hired	Establish the role of a business outreach librarian to support economic growth.	2 Year Plan

**Quarterly Statistical
Report Q1
FY19.20**



FY19.20 Q1 Statistical Report

Circulation:

Q1 FY19.20 saw a 9% decline in physical circulation, but a 29% increase in digital circulation. A collection development analysis is underway to divert funds from physical to digital. A visit to Deschutes Public Library recently by the Administration Team, helped spark a more substantive movement to digital. DPL spends about 42% of their budget on digital materials, while JCLS spends 32% on all electronic resources (databases included.) DPL also has a materials budget that is 47% higher than that of JCLS. However, most targets for FY18.19 were met and exceeded, except for a 0.4% shortfall on Total Circulation.

Computer & Wifi:

In library computer usage has decrease by less than 1% over same period last year, while the number of users accessing JCLS Wifi has increased by 24% and the number of times those same users have logged in has increased 37%.

Database Usage:

AtoZ Database users have increased by 66% over Q1 last year. The Business Librarian has been providing training for staff on this database and classes to the business community, hence the increase in usage.

Library Visits:

The current people counters implemented at the branches are unreliable, and several branches experienced defective equipment. Estimates were made for several weeks at Applegate, Ruch and Talent although the estimates were not made above what the branches saw over last year. The Library has implemented an annual reset of all people counters until a new system is installed. IT is in process of gaining information on a camera option that is used and appreciated at Deschutes Public Library. The target for FY18.19 of 5% was not realized; in fact there was a 2.2% decrease.

Meeting Room Usage:

Not all branches were keeping track of number of attendees in meeting room bookings for FY18.19, hence the jump in attendees from FY18.19 to FY19.20. Also, some branches were reporting their meeting room usage as programs, which explains the jump in meeting room usage this year, as well as impacting program numbers.

Patron Count:

The library has now reached over 100,000 active card holders. Population numbers are pulled from the PSU census data. Current Active patron counts were not kept per quarter last fiscal year.

Programs & Outreach:

It appears that programming events & numbers have decreased drastically, but they have not. In the first 3 quarters of FY18.19, branch staff had included meeting room booking statistics in the programming numbers. The increase in Babies/Toddlers is in part true, more programs have been introduced for that age group, but the increase is also due in part to all storytime programs and pre-k programs are include in that age group because the Library keeps those events in a secondary calendar. For consistency and efficiency, the Library now pulls all program statistics from the event calendars. State Report needs all children under 11 years be counted together. With regard to targets, the Library exceed the target (5% increase over previous year) for number of programs with an increase of 41%. The target of seeing a 25% increase in the number of attendees was not released, but there was an increase of 6.1% in overall program attendance. STEM: For Q1 there were over 1600 children/teens attending over 100 STEM and Spark Space programs throughout the county.

Circulation - Print & Digital						
Hours Open	Population by Service		Q1 FY18.19	Q1 FY19.20	Increase/D	
	Area	Branch			crease	% of Change
16	1,397	Applegate	7,153	6,202	(951)	-13.30%
40	26,491	Ashland	114,602	101,910	(12,692)	-11.07%
10	1,288	Butte Falls	1,666	1,212	(454)	-27.25%
36	27,233	Central Point	41,223	41,066	(157)	-0.38%
28	12,255	Eagle Point	18,513	20,481	1,968	10.63%
18	5,291	Gold Hill	8,268	6,700	(1,568)	-18.96%
24	5,522	Jacksonville	17,682	16,927	(755)	-4.27%
40	87,134	Medford	165,075	150,550	(14,525)	-8.80%
22	10,529	Phoenix	14,043	11,804	(2,239)	-15.94%
12	1,085	Prospect	4,378	3,588	(790)	-18.04%
28	10,030	Rogue River	24,660	21,146	(3,514)	-14.25%
18	3,865	Ruch	7,546	6,978	(568)	-7.53%
18	6,934	Shady Cove	7,899	7,118	(781)	-9.89%
36	8,984	Talent	31,529	27,422	(4,107)	-13.03%
22	11,162	White City	10,970	8,319	(2,651)	-24.17%
368	219,200	Sub Total-Print	475,207	431,423	(43,784)	-9.21%
		Sub Total-Digital	53,968	69,875	15,907	29.47%
		TOTALS	529,175	501,298	(27,877)	-5.27%

Metric	FY17.18	FY18.19	FY19.20 Q1	FY19.20
Physical Target % Increase		2%		2%
Physical Target Numbers		1,779,790	454,785	1,819,138
Physical Actual Numbers	1,744,892	1,783,469	431,423	
Actual % Change		2.21%		
Digital Target % Increase		25%		25%
Digital Target Numbers		232,513	72,660	290,641
Digital Actual Numbers	186,010	236,704	69,875	
Actual % Change		27%		
Total Target % Increase		5%		5%
Total Circulation Target		2,027,447	532,205	2,128,819
Total Circulation Actual	1,930,902	2,020,173	501,298	
Actual % Change		4.6%		

219200

People Counter						
Hours Open	Population	Branch	Q1 FY18.19	Q1 FY19.20	Increase/ Decrease	% of Change
16	1397	Applegate	4,166	3,978	(188)	-4.50%
40	26491	Ashland	43,714	53,130	9,416	21.54%
10	1288	Butte Falls	886	1,078	192	21.67%
36	27233	Central Point	13,662	16,827	3,165	23.17%
28	12255	Eagle Point	8,879	9,002	124	1.39%
18	5291	Gold Hill	4,332	4,272	(60)	-1.39%
24	5522	Jacksonville	7,956	9,279	1,323	16.63%
40	87134	Medford	70,013	73,966	3,953	5.65%
22	10529	Phoenix	7,803	6,829	(974)	-12.48%
12	1085	Prospect	1,656	1,731	75	4.53%
28	10030	Rogue River	12,895	12,504	(391)	-3.03%
18	3865	Ruch	5,004	4,107	(897)	-17.92%
18	6934	Shady Cove	4,239	4,080	(160)	-3.76%
36	8984	Talent	16,533	21,190	4,657	28.16%
22	11162	White City	7,607	7,863	256	3.37%
368	219200	TOTALS	209,341	229,832	20,492	9.79%

Metric	FY17.18	FY18.19	Increase/Decrease	FY19.20 (FY19.20)
Target % Increase		5%		5%
Target Numbers		942,342		230,407 921,629
Actual Nur	897,468	877,742	(19,726)	229,832
Actual % Change			-2.20%	

Virtual Visits				
Access Point	Q1 FY18.19	Q1 FY19.20	Increase/ Decrease	% of Change
Catalog	0	122782	122782	
Website	143331	142934	-397	0%
TOTAL Visits	143331	265716	122385	85%

New Patrons						
Hours	Population	Branch	Q1 FY18.19	Q1 FY19.20	Increase/D	% of
Open					crease	Change
16	1397	Applegate	11	8	(3)	-27.27%
40	26491	Ashland	482	561	79	16.39%
10	1288	Butte Falls	7	9	2	28.57%
36	27233	Central Point	187	298	111	59.36%
28	12255	Eagle Point	135	148	13	9.63%
18	5291	Gold Hill	31	42	11	35.48%
24	5522	Jacksonville	91	85	(6)	-6.59%
40	87134	Medford	965	1,188	223	23.11%
22	10529	Phoenix	52	60	8	15.38%
12	1085	Prospect	10	15	5	50.00%
28	10030	Rogue River	110	116	6	5.45%
18	3865	Ruch	66	58	(8)	-12.12%
18	6934	Shady Cove	33	48	15	45.45%
36	8984	Talent	106	91	(15)	-14.15%
22	11162	White City	67	94	27	40.30%
368	219,200	TOTALS	2,353	2,821	468	19.89%

Metric

	FY17.18	FY18.19	Increase/D	FY19.20	Q1 FY19.20
			crease		
New Patrons Target % Increase			3%		
New Patrons Target Numbers		7,664		2,274	9,097
New Patrons Actual Numbers	7,441	8,832	1,391	2,821	
New Patrons % Change			19%		
Total Patron Target %		50%			
Population of Jackson County		216,900			219,200
Total Patron Target Number		108,450			109,600
Total Patron Actual Numbers	99,983	98,905		100,007	
Total Population with Card			45.60%	46.11%	

Current Active Patrons (3 years)						
Hours	Population	Branch	Q1 FY18.19	Q1 FY19.20	Increase/D	% of
Open					crease	Change
16	1397	Applegate		513		
40	26491	Ashland		18,669		
10	1288	Butte Falls		299		
36	27233	Central Point		8,523		
28	12255	Eagle Point		5,311		
18	5291	Gold Hill		1,451		
24	5522	Jacksonville		2,747		
40	87134	Medford		42,569		
22	10529	Phoenix		2,638		
12	1085	Prospect		428		
28	10030	Rogue River		4,517		
18	3865	Ruch		1,310		
18	6934	Shady Cove		1,898		
36	8984	Talent		4,890		
22	11162	White City		4,244		
368	219,200	TOTALS		100,007		

Number of Programs				
	Q1 FY18.19	Q1 FY19.20	Increase/ Decrease	% of Change
In-Library Programs				
Adult	436	197	(239)	-55%
Babies/Toddlers	231	451	220	95%
Children	329	274	(55)	-17%
Teen	97	115	18	19%
Total Programs	1,093	1,037	(56)	-5%
	Q1 FY18.19	Q1 FY19.20	Increase/ Decrease	% of Change
Outreach Services				
Activity -Outreach	0	25	25	100%
BookTalk Kids	6	14	8	133%
BookTalk Teens	0	0	0	0%
Branch Outreach	0	19	19	100%
Business Outreach	0	19	19	100%
Homebound-Outreach	120	126	6	5%
OCC Staff	62	69	7	11%
OCC Volunteers	71	59	(12)	-17%
Total Outreach	259	331	72	28%
TOTAL Programs & Outreach	1,352	1,368	16	1%

Program Attendance				
	Q1 FY18.19	Q1 FY19.20	Increase/ Decrease	% of Change
In-Library Programs				
Adult	8,224	2,854	(5,370)	-65%
Babies/Toddlers	2,450	6,393	3,943	161%
Children	5,249	5,223	(26)	0%
Teen	600	1,118	518	86%
Total Programs	16,523	15,588	(935)	-6%
	Q1 FY18.19	Q1 FY19.20	Increase/ Decrease	% of Change
Outreach Services				
Activity -Outreach	0	561	561	0%
BookTalk Kids	220	573	353	160%
BookTalk Teens	0	0	0	0%
Branch Outreach	0	144	144	100%
Business Outreach	0	159	159	100%
Homebound-Outreach	249	104	(145)	-58%
OCC Staff	842	128	(714)	-85%
OCC Volunteers	842	186	(656)	100%
Total Outreach	2,152	1,855	(297)	-14%
TOTAL Programs & Outreach	18,675	17,443	(1,232)	-7%

Metric	FY17.18	FY18.19	Increase/ Decrease	FY19.20 Q1FY19.20
Programs Target % Increase		5%		5%
Programs Target Numbers		4,377		6,182
Program Actual Numbers	4,169	5,888	1,719	1,368
Program Actual % Change			41%	
Attendance % Increase		25%		25%
Attendance Target Numbers		123,124		130,663
Attendance Actual Numbers	98,499	104,530		17,443
Attendance Actual % Change			6.12%	



Jackson County Library FOUNDATION

Foundation Director's Report - November 2019

Centennial Receptions

This fall, hundreds attended five regional receptions to celebrate the centennial of Jackson County Library Services. The atmosphere was elegant with soft lighting, music, and flowers, inviting folks to mingle and enjoy appetizers and libations in the library. We had guests travel great distances to join in the revelries, sharing memories and achievements accomplished over the years.

Generous donations from local businesses, Friends groups, and individuals made each celebration a huge success. It was great to see our community come together in celebration of libraries and library supporters.

Grants

The Foundation Director has completed three grant applications over the past month to grow funds for Medford Comic-Con. Grant applications were submitted to Rogue Credit Union for \$5000, Georgia-Pacific for \$5000, and State Farm for \$2500. Notification of grant awards will be sent after January 1, 2020. The foundation will report back if grants are bestowed.

Winter Appeal

JCLF's Winter Appeal will go out in the mail on November 15, 2019. The theme is leaving a legacy and utilizing Giving Tuesday. The Foundation Director will be hosting a table at the Giving Tuesday event on December 3, 2019, at Science Works in Ashland and it will be in every library on the digital display. Our goal for the 2019 winter appeal is \$15,000. I will report monthly on appeal gains through February 2020.

Board Recruitment

JCLF has a new board member, Michal Slate. She works for Rogue Credit Union and has a background in financial management, planning, and financial education. She brings a lot of energy, knowledge, and experience to our board and is a welcome addition.

Efforts for board recruitment is picking back up. The director is working to build more board interest through the E-newsletter, social media and networking.

A board application process was set up over the summer. Candidates complete the board application and then a casual meeting with the Director and a Board member is scheduled. This meeting allows both the candidate and the foundation the opportunity to ask questions and gain mutual understanding. By the end of this meeting, if the board member feels the candidate would be a good fit, the individual is invited to the next board meeting. At the end of the next board meeting, a decision is made to make a formal invitation or not. The approved candidate is sent an email formally inviting them to join the board and given time to reply.

Jackson County Library Foundation
 JCLF Report on Expenditure of JCLD Funding
 for the period of 10/01/2019 to 10/31/2019

Account Number	Account Name	JCLD Funding for Operations
Income		
Restricted Grants		
41400	Grants Designated for JCLF Operations	\$13,750.00
Total Restricted Grants		\$13,750.00
Total Income		\$13,750.00
Expense		
Personnel Expenses		
60000	Salaries	\$4,583.33
Total Personnel Expenses		\$4,583.33
Total Expense		\$4,583.33
Net Income (Loss)		\$9,166.67
<u>Summary</u>		
Beginning Fund Balance		\$0.00
+ Other Fund Balance Movements		\$0.00
+ Net Income / (Loss)		\$9,166.67
= Ending Fund Balance		\$9,166.67

Jackson County Library District - 2020 Roadmap

Report Date: 11/15/2019

Big Rocks	Key Milestone	Responsible	Scheduled		New	Status	Notes / Task Owners
			Start	Stop	Actual		
Staffing	Hire Library Director	Board	Jul-19	Jul-19		Completed	
	Approve Library Director employment contract	Board	Dec-19	Dec-19		On target	Scheduled for 12/12/19
	Hire HR Manager	LD, DA	Dec-19	Mar-20			Per HR Answers' recommendation
	Hire Public Services Staff	LD	Mar-20	May-20			Hiring process to start in early 2020
	Hire Support Services Staff	LD	Mar-20	May-20			Hiring process to start in early 2020
	Hire Admin Staff	DA	Jan-20	May-20			Hiring process to start in early 2020
Communication	Provide initial letter to library staff	LD, LS&S, Board	Jul-19	Jul-19		Completed	
	Provide update to staff on Staff Training Day	LD, LS&S, Board	Sep-19	Sep-19		Completed	
	Provide quarterly update to staff	LD, LS&S, Board	Oct-19	Oct-19	Nov-19	Completed	November
	Provide monthly update to staff	LD, LS&S, Board	Jan-20	Jun-20			Monthly communications starting Jan-20
	Draft and approve external communications plan	Advocacy Committee	Mar-20	Jun-20			
Human Resources	Contract with HR consultant	Board	Sep-19	Sep-19		Completed	
	Job market analysis, total compensation survey	HR Consultant	Sep-19	Oct-19	Nov-19	Completed	On 11/14/19
	Present salary/benefits recommendations to Board	HR Consultant	Oct-19	Oct-19	Nov-19	Completed	On 11/14/19
	Present HR staffing recommendations	HR Consultant	Nov-19	Nov-19		Completed	On 11/14/19
	Approve salary schedule	Board	Nov-19	Nov-19	Jan-20	Behind schedule	Bring details back to Board by Jan-20
	Approve employee benefits	Board	Nov-19	Nov-19	Jan-20	Behind schedule	Bring details back to Board by Jan-20
	Approve HR information system	Board	Nov-19	Nov-19		On target	On 11/21/19 - Finance Committee
	Approve HR staffing recommendations	Board	Nov-19	Nov-19		On target	Per HR Answers' recommendation
	Approve personnel policies (Employee Handbook)	Board	Jan-20	Jan-20			
Finance	Research accounting/HR/payroll solution	Finance Committee	Sep-19	Nov-19		Completed	Get pricing, demos; evaluate proposals
	Approve accounting/HR/payroll system and staffing	Board	Nov-19	Nov-19		On target	On 11/21/19 - Finance Committee
	Update Board on long-range financial plan	Finance Committee	Jan-20	Jan-20			
	Develop and propose 2020-2021 budget	LD, DA	Jan-20	Apr-20			
	Approve 2020-2021 budget	Board	May-20	May-20			
		HR, payroll, accounting systems implemented	DA	May-20	May-20		
Policies	Approve board governance policies	Board	Jul-19	Jan-20		On target	Policy Committee
	Approve personnel policies	Board	Nov-19	Jan-20		On target	Draft employee handbook received 10/4
	Approve administrative policies	Board	Jan-20	Jun-20			Policy Committee
	Approve finance policies	Board	Jan-20	Jun-20			Finance/Policy Committee
Technology	Receive draft report of IT assessment	Planning Team	Aug-19	Aug-19		Completed	Carson Block Consulting
	Present IT assessment and recommendations	IT Consultant	Sep-19	Sep-19		Completed	Carson Block Consulting
	Approve IT assessment and recommendations	Board	Oct-19	Oct-19		Completed	Ahead of schedule
	Approve Contract for ILS	Board	Oct-19	Oct-19	Nov-19	Behind schedule	On 11/21/19
		District website and email migration	Technology Committee	Jun-20	Jun-20		

Big Rocks	Key Milestone	Responsible	Start	Stop	Actual	Status	Notes / Task Owners
Facilities	Approve FFA Architecture Design Proposal	Board	Aug-19	Aug-19		Completed	Facilities Committee, FFA
	Begin working on lease assignments, agreements	Legal Counsel	Sep-19	Sep-19	Jul-19	Completed	
	Approve renovation design and estimated budget	Board	Dec-19	Dec-19		On target	FFA presentation on 11/21/19
	Approve facilities maintenance contract	Board	Jan-20	Jan-20			Moved up from May to Jan 2020
	Approve buildings transfer, lease agreements	Board	Jun-20	Jun-20			Legal counsel, DA, County
Collections	Evaluate LS&S Collections Mgmt (CM) system	LD	Oct-19	Mar-20		On target	CM system launched in October
	Contract with LS&S for CM or bring in house	Board	Mar-20	Apr-20			LD to recommend



November 21, 2019

Title: LS&S Master Services Agreement and Statement of Work for Polaris Integrated Library System (ILS)

From: Technology Committee

Recommendation:

The Technology Committee recommends that the JCLD Board authorize the Board President to sign the attached Master Services Agreement (MSA) and Scope of Work (SOW) with Library Systems & Services, Inc. (LS&S) for Polaris ILS services, thus implementing the recommendation from Carson Block Consulting, as described in the agenda item memo that was included in the packet for the Board's October 10, 2019 regular meeting.

Budget Impacts:

The amount as presented in the attached Statement of Work is \$100,000 if paid in full in July 2020; or \$26,000 if billed quarterly. This amount is within the District's FY20/21 estimated budget for ILS services.

Policies, Plans, and Goals Supported:

Continuing to contract with LS&S for ILS Services for one year beyond the July 1, 2020 transition date supports the Board's shared vision for a smooth transition; in particular, its vision that the transition be seamless for patrons and staff.

Community Impacts:

The ILS is a key point of service for the Library, and maintaining stability was the top consideration for the Technology Committee when reviewing the options and accepting the recommendation from Carson Block Consulting.

Background and Additional Information:

This action item is a follow up to the item that was presented at the October 10, 2019 regular Board meeting. Now that the parties' legal counsel have thoroughly reviewed the documents and reached an agreement on the terms and conditions, the parties are ready to execute the attached documents.

Attachments:

1. Master Services Agreement
2. Statement of Work for Polaris ILS Services

MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** (“Agreement”) is made as of the ____ day of _____ 2019 between: LIBRARY SYSTEMS & SERVICES, LLC, a Maryland limited liability company with a mailing address at 2600 Tower Oaks Drive, Rockville, Maryland 20852 (“LS&S”); and JACKSON COUNTY LIBRARY DISTRICT, with a mailing address at 205 South Central Avenue, Medford, Oregon 97501 (“Customer”). LS&S and Customer are each sometimes referred to herein as a “Party” and collectively, the “Parties”.

The Parties agree as follows:

1. Services and Goods.

(a) *Services.* During the term of this Agreement, LS&S will use commercially reasonable efforts to provide the services described within the Statement of Work, attached hereto as Schedule A, and incorporated herein by this reference (collectively, “Services”).

(b) *Provision of Goods.* LS&S may purchase goods (“Goods”) for use in conjunction with the provision of Services. At LS&S’s sole discretion, LS&S may select the sources of the Goods. Title to all items purchased by LS&S shall at all times reside in Customer. If LS&S furnishes any Goods to Customer, LS&S will use good faith efforts to extend the manufacturer’s warranty, if any, to Customer.

2. Term and Termination.

(a) *Term.* This Agreement shall be in effect for a period of one (1) year commencing on July 1, 2020, (“Effective Date”) and continues in force until June 30, 2021 (“Expiration Date”), unless sooner terminated in accordance with this Section 2 (the “Initial Term”).

(b) *Termination for Default.* If either Party breaches any material provision of this Agreement and fails to correct the breach within thirty (30) days after receiving written notice specifying the breach (or, if the breach cannot be corrected within thirty (30) days, fails to progress diligently towards correction), then the other Party may terminate this Agreement by giving written notice to the breaching Party, except that LS&S shall have the right to terminate this Agreement if Customer fails to pay any amount due LS&S and such failure continues for ten (10) days after written notice thereof.

(c) *Termination by Customer.* Customer may terminate this Agreement upon thirty (30) days’ written notice to LS&S, in the event that:

- i. Customer’s 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. federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Services are no longer allowable for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement; or

- iii. any license or certificate required by law or regulation to be held by LS&S to provide the Services required by this Agreement is for any reason denied, revoked, suspended, or not renewed, and is not reinstated within thirty (30) days.

(d) Extension. Subject to the termination provisions in accordance with this Section 2, this Agreement may be extended for two additional one-year terms upon mutual written consent of Customer and LS&S (each, a “Renewal Term” and together with the Initial Term, the “Term”) no less than 30 days prior to the expiration of the Initial Term or applicable Renewal Term.

(e) Effect of Termination. Upon any termination of this Agreement, each Party shall (i) immediately discontinue all use of the other Party’s Confidential Information; (ii) delete the other Party’s Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries (except LS&S shall not delete any Customer Data); (iii) return to the other Party or, at the other Party’s option, destroy, all copies of such other Party’s Confidential Information then in its possession (including the Documentation); and (iv) promptly pay all amounts due and remaining payable hereunder. As used herein, “Customer Data” shall mean all information stored in Customer’s integrated library management system including, but not limited to, patron, item and bibliographic data.

(f) Survival of Obligations. The provisions of Sections 5, 6(c), 7, 8, and 10, as well as Customer’s obligations to pay any amounts due and outstanding hereunder, shall survive termination or expiration of this Agreement.

3. **Price and Payment.**

(a) Price. LS&S shall perform the Services for the charges (exclusive of any current or future taxes) set forth in Schedule A. LS&S shall not perform any Services not specified in Schedule A or otherwise agreed by the Parties.

(b) Payments. LS&S shall invoice Customer prior to each month’s service for the monthly amount set forth in Schedule A. Each invoice shall provide a summary of the Services, including the work performed and the dates on which Services were provided, and any Goods purchased. Invoices shall be sent to **Jackson County Library District, Attention: Accounts Payable, PO Box 3275, Central Point, OR 97502**. Customer shall pay all invoices, without offset or deduction, by bank wire transfer or Automated Clearing House (ACH) direct debit to a bank account designated by LS&S on or before the fifth (5th) day of such month (the “Due Date”) and shall bear interest at the rate of one and one quarter percent (1¼%) per month if not paid in full by the Due Date. If LS&S has not received payment within thirty (30) days following the Due Date, it may suspend performance contemplated under this Agreement until full payment has been received.

(c) Taxes. LS&S shall be responsible for all federal or state taxes applicable to any compensation or payments paid to LS&S under this Agreement. LS&S may add to its invoices an amount equal to any applicable sales, use, and similar taxes related to the products or services provided under the terms of this Agreement (excluding any taxes based on LS&S’s income, net worth, or property taxes), except to the extent Customer furnishes in advance a valid certificate of exemption from such taxes. This Agreement does not include charges for any sales or use tax that now, or in the future, may be deemed by a taxing authority to be applicable to the Services. In the event a taxing authority determines now or in the future that the Services are subject to such tax, LS&S shall invoice such taxes to the Customer and the Customer shall pay same simultaneously with the payment to which such

taxes relate. In the event the Customer is not subject to or liable for such taxes, the Customer shall not be required to pay such taxes, but shall provide LS&S with the legal basis of such exemption and shall agree to indemnify LS&S with respect to the nonpayment by LS&S of any such taxes to the extent permitted by the laws of Oregon.

(d) Funds Available and Authorized. Customer has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within Customer's fiscal year budget. LS&S understands and agrees that Customer's payment of amounts under this Agreement attributable to work performed after the last day of the current fiscal year is contingent on Customer appropriations, or other expenditure authority sufficient to allow Customer, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event Customer has insufficient appropriations, limitations or other expenditure authority, Customer may terminate this contract upon thirty (30) days' advance notice without penalty or liability to Customer, effective upon the delivery of written notice to LS&S, with no further liability to LS&S.

4. Insurance.

(a) General Liability Insurance. During the Term of this Agreement, LS&S shall maintain in force at its own expense commercial general liability insurance coverage of at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) annual aggregate, naming Customer as an additional insured. LS&S also shall maintain workers compensation insurance providing the statutory benefits required by law. As evidence of the insurance coverage required by this Agreement, LS&S shall furnish acceptable insurance certificates prior to commencing work under this Agreement. There shall be no cancellation, material decrease in coverage, reduction of limits or intent not to renew the insurance coverage(s) without 10 days' written notice from LS&S or its insurer(s) to Customer.

(b) Cyber Insurance. During the Term of this Agreement, LS&S shall maintain in force at its own expense cyber risk insurance coverage of at least one million dollars (\$1,000,000) each occurrence, naming Customer as an additional insured. As evidence of the insurance coverage required by this Agreement, LS&S shall furnish acceptable insurance certificates prior to commencing work under this Agreement. There shall be no cancellation, material decrease in coverage, reduction of limits or intent not to renew the insurance coverage(s) without 10 days' written notice from LS&S or its insurer(s) to Customer. LS&S acknowledges that in the event of a cyber data breach Customer must comply with laws regarding notification; therefore, in the event of a cyber data breach, upon discovery of such a data breach or if LS&S has reason to believe that such a data breach has occurred, LS&S shall notify Customer of said breach as soon as practicable but not later than 10 days after discovering the data breach..

(c) Property Insurance. Customer will keep its buildings and their contents insured against loss, cost, damage or expense resulting from fire, explosion or any other casualty in an amount equal to the full replacement cost thereof ("Casualty Insurance"). If any loss, cost, damage or expense resulting from fire, explosion, or any other casualty or occurrence is incurred by Customer in connection with its buildings or their contents, then Customer hereby releases LS&S, its owners, officers, employees, agents and volunteers from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount receivable by reason of such Casualty Insurance, and waives any right of subrogation which might otherwise have existed or accrued to any person on account thereof.

5. *Confidential Information and Intellectual Property.*

(a) *Confidential Information.* In the performance of this Agreement, LS&S may be exposed to information regarding the identity of Customer's patrons, Customer may be exposed to information regarding LS&S's proprietary library management techniques, and either Party may be exposed to other written or oral information, disclosed by either Party to the other, related to either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential (collectively, "Confidential Information"). Each Party shall: (1) use the same care to protect the other Party's Confidential Information from disclosure that such Party uses to protect its own information of like importance; (2) limit duplication of Confidential Information to the extent needed to perform this Agreement; and (3) disclose Confidential Information only to employees having a need to know in connection with performance of this Agreement, and who are informed of the contents of this provision prior to disclosure. The Parties hereby agree that Customer shall retain ownership of all data contained in Customer's integrated library management system including, but not limited to, all patron, item and bibliographic data stored on LS&S or other third-party servers. This provision shall survive termination or expiration of this Agreement; and, on such termination or expiration, each Party shall return all Confidential Information, including all copies, to the owner of such information and, if requested, shall certify in writing that all such information has been returned. Because the damage resulting from a breach of this provision would be difficult or impossible to quantify and remedy at law, in case of such breach, or the threat of such breach, the Party whose Confidential Information is threatened to be disclosed shall be entitled to seek injunctive or other equitable relief.

(b) *Exceptions.* Notwithstanding the foregoing, the provisions of Section 5(a) above shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

(c) *Intellectual Property.* Subject to the terms and conditions of this Agreement, LS&S hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license to use the Documentation, as provided by LS&S, during the Term of this Agreement, solely for Customer's internal business purposes. Customer shall not use the Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the generality of the foregoing, Customer shall not (i) market or distribute the Documentation; (ii) make any copies of the Documentation; (iii) assign, sublicense, sell, lease, or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under the license granted in this Section 5(c); or (iv) modify the Documentation, except with prior written consent of LS&S. The Parties acknowledge and agree that if Customer modifies or improves

the Documentation, all such modifications or improvements shall be considered part of the Documentation, and shall be owned by LS&S, and Customer hereby assigns to LS&S all right and title to such modifications or improvements. Other than as set forth in this Agreement, nothing in this Agreement confers any license or right to use any trademark, service mark, copyright or other intellectual property right, whether now owned or hereafter developed, of either Party. For the purposes of this Agreement, "Documentation" means the standard user manuals, instructions and related documentation made available by LS&S to Customer.

6. Warranties; Disclaimers

(a) *Warranty.* LS&S warrants that (i) it will perform the Services with at least the care, diligence and expertise generally accepted in the library service industry; (ii) the number shown on this form is its correct taxpayer ID (or LS&S is waiting for the number to be issued to it); (iii) LS&S is not subject to backup withholding because (A) it is exempt from backup withholding; (B) 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 (C) the IRS has notified it that it is no longer subject to backup withholding; (iv) to LS&S' knowledge, its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon; (v) it is not an employee of Jackson County Library District or the United States Government; and (vi) it meets the specific independent contractor standards of ORS 670.600.

(b) *Mutual Warranties.* Each Party represents and warrants that: (i) it has the power and authority to enter into this Agreement; (ii) the Agreement, when executed and delivered, shall be a valid and binding obligation upon such Party enforceable in accordance with its terms; and (iii) the execution and performance of this Agreement by such Party shall not violate any applicable laws and shall not breach any agreement, covenant, court order, judgment or decree to which it is a Party or by which it is bound.

(c) *Disclaimer.* EXCEPT AS OTHERWISE EXPRESSLY WARRANTED IN THIS AGREEMENT, THE SERVICES AND GOODS, INCLUDING ANY SOFTWARE THAT MAY BE PROVIDED AS PART OF THE SERVICES AND/OR GOODS, PROVIDED BY LS&S ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND LS&S EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY LS&S ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. LS&S DOES NOT WARRANT THAT THE SERVICES OR GOODS WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT LS&S' OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF CUSTOMER ONLY.

7. Limitation of Liability. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL LS&S BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES,

REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF LS&S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF LS&S TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, SHALL NOT EXCEED THE LESSER OF (I) THE ACTUAL DAMAGES SUFFERED BY CUSTOMER, AND (II) THE AMOUNT EQUAL TO THE TOTAL FEES PAID AND PAYABLE BY CUSTOMER TO LS&S IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT FIRST GAVE RISE TO THE CLAIM.

8. Conflict of Interest. LS&S shall not, directly or indirectly, acquire any interest which will conflict in any manner or degree with the performance of its services hereunder. In this connection, LS&S, its employees and consultants shall make no political contributions to any political campaign or initiative affecting the Customer, nor should the customer make such a request of LS&S to do so.

9. Compliance

(a) Applicable Law. LS&S shall comply with all federal, state and local laws and ordinances as may be applicable to the Services under this Agreement. Failure to comply with such requirements shall constitute a breach of this Agreement and shall be grounds for termination. Without limiting the generality of the foregoing, LS&S 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.

(b) Foreign Contractor. LS&S shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. LS&S shall demonstrate its legal capacity to perform the Services in the State of Oregon prior to entering into this Agreement.

10. Miscellaneous.

(a) Independent Contractors. The relationship of the parties is that of independent contractors, and no partnership, joint venture, agency, employment, or other relationship is intended. Customer may evaluate the quality of performance of the Services, but cannot and will not control the means or manner of LS&S's performance of the Services. LS&S is responsible for determining the appropriate means and manner of performing the Services.

(b) Assignment. Neither Party may assign its rights under this Agreement to a third party not affiliated with such Party without the prior written consent of the other Party, except that LS&S

may subcontract or delegate portions of the Services; provided, however, that in no case shall Customer be liable to any party other than LS&S, nor for any amount in excess of the price specified on Schedule A, plus any additional charges permitted hereunder.

(c) *Nondiscrimination, etc.* LS&S shall not discriminate against any employee or applicant for employment because of race, color, sex, age, ancestry, medical condition (cancer or HIV Positivity including AIDS or ARC), national origin, sexual orientation, creed, religion, age, physical or mental disability, political affiliation, citizenship or any other characteristic prohibited by State or federal law.

(d) *Nonsolicitation of Employees.* Customer acknowledges and agrees that the employees and consultants of LS&S who perform the Services are a valuable asset to LS&S and are difficult to replace. Accordingly, Customer agrees that, during the Term of the Agreement, and for a period of one (1) year after the termination or expiration of this Agreement, it shall not offer employment or engagement (whether as an employee, independent contractor or consultant) to any LS&S employee or consultant who performs any of the Services.

(e) *Force Majeure.* Neither party shall be liable for any failure or delay in performance of this Agreement due to causes beyond its control, including, but not limited to, act of god, strike, war or civil disturbance, weather emergency, or general failure of any necessary supply, service, utility or other cause beyond its reasonable control, and such failure to perform shall not be grounds for termination of this Agreement.

(f) *Customer's Representation.* Customer represents and warrants that it has all necessary legal authority to enter into and perform this Agreement and that the person executing this Agreement on its behalf is legally authorized to do so.

(g) *Notices.* Notices required or permitted under this Agreement shall be effective upon the third (3rd) business day after deposit in First Class mail, or the next business day after deposit with a recognized overnight courier, or upon receipt if e-mailed to the respective e-mail addresses, and shall be delivered to the attention of the parties listed below:

LS&S
Todd Frager, CFO
2600 Tower Oaks Blvd. Suite 500,
Rockville, MD 20852
Email: Todd.Frager@LSSLibraries.com
Office: 301-540-5100

Customer
Jackson County Library District
Lisa Marston, District Administrator
205 South Central Avenue
Medford, OR 97501
Email: lmарston@jacksoncountylibrarydistrict.org
Office: 541-774-6508

(h) *Governing Law and Enforceability.* This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflicts of laws provisions. If any provision of this Agreement is conclusively determined to be illegal, invalid

or unenforceable, then such provision shall be severed, and the remaining provisions of this Agreement shall be so construed to carry out, as nearly as legally permitted, the intentions of the parties.

(i) *Other Rights.* Customer hereby grants to LS&S the limited right to use Customer's name, logo and/or other marks for the sole purpose of listing Customer as a user of the Services in LS&S's promotional materials. LS&S agrees to discontinue such use within fourteen (14) days of Customer's written request.

(j) *Execution and Counterparts; Waiver.* This Agreement may be exercised in several counterparts, each of which are deemed an original and all of which together constitute one and the same instrument. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom such waiver is sought to be enforced. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by such party of that or any other provision

(k) *Entire Agreement.* This Agreement contains the entire understanding of the parties on the subject matter hereof and supersedes all prior or contemporaneous statements and agreements on that subject. No failure or delay by either Party in enforcing any provision of this Agreement shall operate as a waiver. This Agreement may not be modified, supplemented, amended or waived except in a written document signed by the Parties.

Intending to be legally bound, the parties have caused this Agreement to be executed by their duly authorized representatives.

JACKSON COUNTY LIBRARY DISTRICT

**LIBRARY SYSTEMS & SERVICES,
LLC**

By: _____
Name: _____
Title: _____

By: _____
Todd Frager
CFO

Approved as to legal sufficiency:



Jacquelyn Bunick

11/15/19

(Date)

Schedule A

Master Services Agreement

A. Statement of Work

This Statement of Work No. 001 (“Statement of Work”) details the Services to be provided subject to the terms of the Master Services Agreement dated _____, 2019 (the “Agreement”) between JACKSON COUNTY LIBRARY DISTRICT (“JCLD”) and LIBRARY SYSTEMS & SERVICES, LLC (“LS&S”). Any capitalized terms used but not defined in this Statement of Work shall retain the same meaning given them in the Agreement.

1. Polaris ILS

We at LS&S appreciate the opportunity to provide secure hosted Polaris ILS library information management functionality and support for JCLD (the “Services”). Our Polaris and IT teams at Library Systems & Services look forward to maintaining consistent up-time, implementation of new features and updates as they become available as well as fast response time to issues and requests.

Our Polaris team has over 75 years of combined in-depth experience managing every facet of Polaris. We will put that experience to use assisting JCLD in managing patron and collection data and provide needed support when new situations arise. Training is a big part of making staff successful and the Polaris team will make training available as required. Areas that our Polaris team will be most instrumental in assisting with include:

- Patron Management modules
- Collection Management modules
- Acquisitions
- Reporting
- Notifications
- Database maintenance and cleanup
- Training
- Outside vendor integration and support with the ILS
- Offline capabilities
- Support

The Services will be hosted on servers with performance and security as primary factors to safeguard both productivity and sensitive data. The IT team will set up monitoring software to give us real-time data regarding server resources and connectivity which will allow us to be proactive if issues arise. Regular maintenance will be performed during hours when library functionality will not be affected. Server resources will constantly be evaluated to guarantee streamlined performance for JCLD staff and patrons. LS&S will be responsible for all servers required for the Services and will perform upgrades as needed.

2. Polaris ILS Support

Support for JCLD will be provided via our ticketing system as well as the toll-free Helpdesk phones manned by tier two and three technicians. Helpdesk hours are 9:00AM to 9:00PM PST Monday through Friday and are 9:00AM to 6:00PM PST Saturday and Sunday. Support issues for the IT team include but are not limited to the following:

- Database Connectivity
- Outside vendor integration and connectivity

- Automated Materials Handling integration with SIP2
- Peripheral Connectivity
- Notification server
- Notification of planned outages, maintenance and upgrades
- Support with escalation list

LS&S will provide a targeted uptime of 99.5% and maintain support response times as follows:

- Severe Outage – No connectivity to software - 1 Hour response time
- Critical issues – Work stoppage issues with connectivity - 2 Hour response time
- Non-work stoppage errors – 2 Business days
- Standard tickets - Questions regarding functionality, features, updates – 3 Business days

3. Polaris ILS Payment Schedule

Services shall continue with the Agreement starting July 1, 2020 and will remain in place for one (1) year and may be extended for additional one-year terms upon mutual written consent of the Customer and LS&S. Annual increases of up to 3% per year will be applied. Access to the Services will consist of 150 seat licenses. Cost for Services are \$100,000.00 payable in advance or quarterly at \$26,000 per quarter beginning July 1, 2020.

4. Polaris ILS Migration

By utilizing the Services, JCLD will receive a seamless transition, with no changes to their existing operation. In addition, no JCLD staff will be required to administer the Services, eliminating any service charges that another vendor would charge for general service and support. This would save JCLD thousands of dollars per month in vendor support costs. There also would be no need to install and configure a new Acquisition Module with integration to JCLD’s financial systems. If JCLD changes how they handle collections management, modifications will be required to integrate the Services with any new system, which may incur additional migration fees depending on the scope of work.

LS&S will charge a fee of \$10,000.00 to assist in moving from the current LS&S ILS to an III Polaris hosted environment. Moving to a different ILS vendor will also incur a \$10,000.00 migration fee, plus any additional fees required to provide ILS data in a format required by the new vendor. Notification of migration must be made 120 days in advance of expected migration date.

5. Polaris ILS Terms and Conditions

- 5.1. Polaris ILS Services. Subject to the terms of the Agreement and this Statement of Work, LS&S will use commercially reasonable efforts to provide to JCLD the Services. As part of the registration process, JCLD will identify an administrative user name and password for JCLD’s account. LS&S reserves the right to refuse registration of, or cancel, user names and passwords it deems inappropriate in its reasonable business judgment.
- 5.2. Restrictions. JCLD will not, directly or indirectly, do any of the following: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to or used to provide the Services (“ILS Software”); (b) modify, translate, or create derivative works based on the Services or any ILS Software (except to the extent expressly permitted by LS&S or applicable law); (c) use the Services or any ILS Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or (d) remove any proprietary notices or labels.

- 5.3. Compliance. JCLD represents, covenants, and warrants that JCLD will use the Services only in compliance with LS&S's standard published policies then in effect and all applicable laws and regulations. Although LS&S has no obligation to monitor JCLD's use of the Services, LS&S may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.
- 5.4. Equipment. JCLD shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access, receive or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). JCLD shall also be responsible for maintaining the security of the Equipment, JCLD account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of JCLD account or the Equipment with or without JCLD's knowledge or consent.
- 5.5. Termination. LS&S shall have the right to terminate this Statement of Work at any time upon no less than one hundred and twenty (120) days' notice provided to JCLD, if that certain agreement between LS&S and Innovative Interfaces Incorporated effective September 8, 2010 (as amended) is terminated or expires, and LS&S no longer has the rights to offer the Services or the Polaris ILS product. If this Statement of Work is terminated as a result of LS&S no longer having the rights to offer the Services or the Polaris ILS product, LS&S shall refund the pro rata portion of any advance payment that may have been paid by Customer for the portion of the Services not furnished to Customer.

By executing below, the parties agree to the terms and conditions set forth in this Statement of Work No. 001.

JACKSON COUNTY LIBRARY DISTRICT

**LIBRARY SYSTEMS & SERVICES,
LLC**

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: Todd Frager
 Title: CFO
 Date: _____



November 21 , 2019

Title: Medford Comic Con 2020

From: Kari May, Library Director

Summary:

JCLS is partnering with the Downtown Medford Association (DMA) to increase the footprint of the Medford Comic Con 2020 (MCC). The intent is to involve more of downtown Medford and associated businesses, as well as community members. To ensure all parties are in agreement of respective tasks and responsibilities, the accompanying MOU has been drafted. Furthermore, JCLS wants to memorialize the roles that the Friends of the Medford Library (FOML) and Jackson County Library Foundation (JCLF) play in managing the funds for MCC.

Actions, Options, or Potential Motions:

Approve the MOU as presented. The MOU will then be shared with the other named parties for their signatures.

Recommendation:

The MCC Executive Committee recommends the MOU be approved.

Policies, Plans, and Goals Supported:

The proposed MOU will help JCLS continue to raise the profile of the library through community engagement and support through the signature event of Medford Comic Con. MCC's original goals and mission are: lifelong learning, connecting people, and celebrating family and community.

Background and Additional Information:

JCLS recognizes the need to involve more organizations to support the popular annual Medford Comic Con event. Increasing the footprint to involve more of downtown Medford, as well as dividing the labor with other organizations and community members, will allow the event to thrive into future years, ultimately leading to a separate nonprofit 501(c)(3), of which JCLS would be a participating chair/member, but not the lead agency.

The primary goals for the Medford Library for MCC2020 are to reduce the number of JCLS staff hours by 50% from MCC2019, and increase the profile of the library through partnering with local organizations and community members. Currently, the deciding and responsible organizations will be DMA and JCLS. Travel Medford may be able to provide more support of the event.

Division of labor, as outlined in the attached MOU, state that DMA will coordinate and be responsible through community volunteers and organizations for:

- Vendors
- Volunteers
- Social media
- Local donations and community support

JCLS will coordinate and be responsible for:

- Workshops
- Costume Contests
- Youth/family oriented programming within the library

Jackson County Library Foundation has agreed to act as treasurer for MCC and will track and monitor income and expenses for the event. JCLF will also accept donations and track the overall budget. Friends of the Medford Library will receive and process checks from the vendors and food trucks.

Attached:

- Memorandum of Understanding - Medford Comic Con 2020

Medford Comic Con 2020

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between:

- Jackson County Library District (JCLD), dba Jackson County Library Services (JCLS), an Oregon special district formed under ORS Chapters 198 and 357 to provide public library services in Jackson County, Oregon;
- Downtown Medford Association (DMA), an Oregon 501(c)(6) mutual benefit corporation formed under ORS Chapter 65 for the purpose of revitalization of downtown Medford, Oregon;
- Friends of the Medford Library (FOML), an Oregon 501(c)(3) charitable organization formed under ORS Chapter 65 for the purpose of supporting and enhancing the Medford Public Library through resource development, advocacy, promotion, and projects that foster all forms of literacy and increase the love of reading and lifelong learning.
- Jackson County Library Foundation (JCLF), an Oregon 501(c)(3) charitable organization formed under ORS Chapter 65 for the purpose of supporting the Jackson County Library System by securing resources to strengthen innovation and literacy in the community.

The organizations/agencies/individuals listed above are hereinafter referred to collectively as the “collaborative partners.” JCLS is designated as the lead agency for purposes of this MOU.

A. Background

Medford Comic Con was created in 2015 by JCLS staff, inspired by the Klamath County Library Comic Con. The first Medford Comic Con was hosted on a Saturday in July inside the Medford Library. With generous support from the Friends of the Medford Library, the 2015 Medford Comic Con became the largest event ever held at the Medford Library. In 2016 and 2017, JCLS teamed up with Rogue Community College (RCC) to host the event. Starting in 2018, Medford Comic Con became a two-day event to allow more community involvement, reach a larger demographic, provide more learning opportunities, and increase the event’s economic impact, all of which tied in with JCLS’s strategic plan. While RCC no longer co-hosts the event with JCLS, the community college is still a major sponsor.

As a library event, the Medford Comic Con has been dedicated to promoting and fostering lifelong learning, connecting people, and celebrating family and community. MCC’s mission is to encourage literacy and innovation through popular media, arts, literature, science and technology, fantasy and science fiction, game play and design in the form of workshops, programming, and exhibitions.

In recent years, Medford Comic Con has evolved to become a premiere signature event for downtown Medford, with attendance reaching approximately 10,000 in 2018 and 2019. The Downtown Medford Association and other community partners are interested in becoming more involved in Medford Comic Con and increasing the economic impacts the event brings to downtown Medford businesses.

While JCLS remains committed to hosting Medford Comic Con programs in and around the Medford Library, expanding Medford Comic Con further into the downtown Medford area would require a level of planning, promotion and resources that JCLS and its philanthropic partners alone cannot provide.

B. Purpose

Entering into a collaborative partnership will provide the structure and resources needed to ensure the ongoing success and future growth of Medford Comic Con. The plan over the next five years is to expand Medford Comic Con beyond its current footprint to produce greater positive socio-economic impacts on the community. While the details of the plan are subject to change, the partners agree on the following plan elements:

- Form an independent nonprofit for the purpose of producing and promoting MCC. The new governing Board would include representatives from the Medford Library, the Downtown Medford Association, and other partner organizations.
- Expand MCC beyond the current footprint to allow continued growth and success, e.g., shift aspects of MCC to incorporate Bartlett Street, Theater Alley, and Vogel Plaza
- Pursue partnerships, e.g., Inn at the Commons, Craterian Theater, Pear Blossom Park
- Keep aspects of MCC that work best in the Library within and around the Library
- Maintain and support MCC's original goals and mission: lifelong learning, connecting people, celebrating family and community
- Reduce the impact of MCC on Library staff workloads
- Retain the vision of a free, family-oriented community event
- Support the strategic goals of increasing Library cardholders, raising the profile of the Library, and building literacy in the community
- Raise the involvement of the community—local business, fundraising and volunteers

C. Roles and Responsibilities

This section explains how the collaborative partners will be organized to accomplish the project's goals, as well as the key roles and responsibilities of each collaborative partner.

An executive committee will be responsible for communicating with each other and with members of the Comic Con work committees on a regular basis, through weekly emails and messages, as well as monthly and bi-monthly meetings. The executive committee is also responsible for ensuring that project target goals, outputs and outcomes are established and monitored throughout the project. The members of the executive committee (aka, Comic Con Core) are listed below:

- Terra McLeod, Co-Chair (JCLS)
- Courtney Toll, Co-Chair (DMA)
- Aaron Hassell

Work committees will be responsible for assigned functions or areas critical to the success of Medford Comic Con. Each committee will assign a team lead(s) to oversee the committee's work and to ask for additional support, when needed. The work committees will submit regular reports to the Comic Con Core. The Medford Comic Con committees are listed below by subject/focus area:

- Workshops
- Costume Contests
- Youth Services / Library Spaces
- Vendors
- Food Trucks
- Volunteers

- Fundraising
- Celebrities/Content
- Marketing

Jackson County Library Services agrees to:

Responsibility/Activity
Provide staff hours
Coordinate and manage marketing and social media
Coordinate workshops
Coordinate costume contests
Coordinate youth/family-oriented programming in the Medford Library
Apply for City of Medford permits, including banner across Central Ave.
Finalize and publish safety procedures
Arrange and pay for security in and around Medford Library and Higher Education Center
Arrange and pay for additional janitorial services in and around Medford Library
Provide certificates of liability insurance to City of Medford, Rogue Community College, and Southern Oregon University

Downtown Medford Association agrees to:

Responsibility/Activity
Coordinate vendors
Coordinate volunteers
Share responsibility with JCLS for the performance of the collaborative partners
Coordinate social media
Secure local donations and community support

Friends of the Medford Library agrees to:

Responsibility/Activity
Support fundraising efforts
Receive and process checks from vendors and food truck operators (Note: These monies support JCLS programs.)

Jackson County Library Foundation agrees to:

Responsibility/Activity
Support fundraising efforts and pursue grants
Serve as treasurer; accept donations; create and monitor event budget

D. Reporting Requirements

Representatives from each collaborative partner are responsible for collecting, collating and submitting data per the project’s target goals, outputs and outcomes as established by the Medford Comic Con Core (Executive Committee) during the planning phase.

Finances and Contract Reporting: Revenues and expenditures shall be reported to Jackson County Library Foundation, acting as Treasurer, and shared with JCLS as the designated lead agency. All records related to MCC, including vendor applications, must be retained by JCLS.

Volunteer hours, including unpaid time contributed by committee members, must be tracked and noted as in-kind donations.

JCLS is responsible for reporting on the results of 2020 Medford Comic Con to JCLD's Board of Directors. The collaborative partners are responsible for reporting to their respective governing Boards, as needed.

E. Funding

This MOU is not a commitment of funds.

F. Responsibility

As the designated lead agency, JCLS retains final decision-making rights for any and all activity related to Medford Comic Con, including but not limited to those activities designated to be performed or orchestrated by any of the collaborative partners

G. Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from the collaborative partners. This MOU shall become effective upon signature by the authorized officials from the collaborative partners and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from the collaborative partners, this MOU shall end on June 30, 2020.

JACKSON COUNTY LIBRARY SERVICES

Authorized Official: _____
Signature Printed Name and Title

Address: _____

Telephone(s): _____

Email Address: _____

DOWNTOWN MEDFORD ASSOCIATION

Authorized Official: _____
Signature Printed Name and Title

Address: _____

Telephone(s): _____

Email Address: _____

FRIENDS OF THE MEDFORD LIBRARY

Authorized Official: _____
Signature Printed Name and Title

Address: _____

Telephone(s): _____

Email Address: _____

JACKSON COUNTY LIBRARY FOUNDATION

Authorized Official: _____
Signature Printed Name and Title

Address: _____

Telephone(s): _____

Email Address: _____



November 21, 2019

Title: Accounting/Payroll/HR Systems and Staffing Recommendation

From: Finance Committee

Recommendation:

Systems: The Finance Committee recommends that the Board award a contract to Tyler Technologies for *Incode*[®], an integrated enterprise resource planning (ERP) system that will integrate financial management, personnel management, payroll processing, and document management into one information system.

Staffing: The Finance Committee further recommends that the District bring the accounting and Human Resource (HR) functions in house before July 1, 2020, not only to support the transition to a District-operated Library system, but also to integrate, streamline, and automate the District’s business processes and practices moving forward.

Budget Impacts:

Systems: The initial investment is \$114,560, with a recurring maintenance and support fee of \$19,856 per year. The total investment is within the District’s FY19/20 estimated budget for transition-related expenses. The recurring fee will be included in the FY20/21 budget planning process. Although a “cloud” or “hosted” solution was considered, the Finance Committee is recommending an “on premise” solution because the cost of having a dedicated server managed by JCLS is estimated to cost approximately \$210,000 less over a ten-year period.

Staffing: While the Finance Committee is still refining the staffing recommendation, in general, the committee estimates 3.0 FTE will be needed to support the initial transition and set up of the ERP system. Once the system has been configured, procedures established, and routine tasks automated, staffing levels could be reduced.

To ensure the right level and mix of knowledge, skills and abilities, the committee will explore using both employees and contractors to meet staffing needs in this area. The committee’s final staffing recommendations and personnel cost estimates will be brought back to the Board as part of the FY20/21 budget planning process. With regard to HR staffing, the Finance Committee agrees that 2.0 FTE is appropriate, as recommended by HR Answers.

Policies, Plans, and Goals Supported:

Purchasing an integrated ERP system (Tyler-Incode) and bringing the accounting and HR functions in house supports a number of points included in the Board’s shared vision for a seamless transition; specifically, the District’s systems will be integrated; we will have a robust technology infrastructure; we will make data-driven decisions; and we will have the appropriate staff and organizational structure to support operations.

Background and Additional Information:

The Finance Committee’s 2019-2020 Charter and Annual Work Plan was approved by the Board at the August 8, 2019 regular meeting. In accordance with its work plan, the Finance Committee met in late August 2019 to clarify the District’s post-transition requirements for accounting systems and staffing. The scope of the committee’s inquiry also included personnel management, Human Resource Information Systems (HRIS), and payroll. The committee also established the attached project goals and objectives.

In September 2019, the Finance Committee met with RVCOG, the District’s current accounting services provider, to assess the ability of their accounting systems and staffing to meet the District’s needs post transition. The committee members agreed that RVCOG’s accounting software, *Abila’s MIP Fund Accounting™*, should be among the systems evaluated by the committee. In light of the Board’s vision that systems are integrated, the committee set out to identify at least two other, reasonably priced systems that offered both financial management and personnel management modules. Tyler Technologies was selected since several people who work in public finance shared with us their positive experiences with Tyler. The last vendor to make the cut was Caselle. Like Tyler, Caselle develops software solely for the public sector. All three vendors were asked to provide a cost proposal, for both “on premise” and “hosted” or “cloud” solutions, and to demonstrate their software to the members of the Finance Committee. Once all of the demonstrations were completed, the Finance Committee members scored and ranked the three proposals using these four weighted criteria:

1. Functional and Technical Requirements – 50%
2. Customer Service and Implementation – 20%
3. Training and Support– 20%
4. Price (initial investment, annual maintenance and support fees) – 10%

The combined weighted score and ranking of the three proposals is included below:

1. Tyler-Incode (17.7 pts.)
 - Initial Investment: \$114,560; Annual Maintenance Fees: \$19,856/yr.
2. *Caselle®* (14.95 pts.)
 - Initial investment: \$110,834; Annual Maintenance Fees: \$22,440/yr.
3. Abila MIP Fund Accounting (11 pts.)
 - Initial Investment: \$91,306; Annual Maintenance Fees: \$11,201/yr.

The committee members scored and ranked the proposals individually and then met to discuss the results. All four members ranked Tyler-Incode the highest, followed by Caselle. Abila's software was ranked lowest. Of the three systems, the committee agree that Abila MIP had the least intuitive interface. Also viewed negatively was the fact that the software is only sold through resellers, and MIP training is costly and offered only online. It should be noted that RVCOG uses just the core modules available in the MIP system. Given RVCOG's limited system capabilities, the Finance Committee has determined that RVCOG's accounting software will be unable to meet the District's financial and personnel management needs after July 1, 2020.

While the committee found Caselle's interface superior to Abila MIP's, staff would have to travel to the company's headquarters in Utah for the initial training. Additionally, once the position budgeting feature that comes standard with Incode's budgeting module was added to Caselle's original quote, the cost of Caselle surpassed the cost of Tyler-Incode. Moreover, Caselle's implementation schedule was estimated at 9 months versus 6-9 months for Tyler-Incode. In short, Tyler Technologies' Incode is being recommended by the Finance Committee because it is a robust, scalable ERP system with tools for financial forecasting, reporting and analytics, and human capital management that will set the District up for success and support data-driven decision making in a way the District has not experienced before.

Finally, Tyler Technologies has been awarded a contract with Sourcewell, a cooperative contract purchasing agency. This means that the District, which has been a Sourcewell member since 2016, will receive a 10% discount, along with contract terms and conditions that have been vetted by local and state governments across the country. Tyler Technologies has dozens of Incode customers throughout the Northwest, including Timberland Regional Library in Tumwater, Washington; Lake County, Oregon; and the City of Talent, to name just a few. As a member of the Tyler Community, the District will be in a position to collaborate with other municipalities and special districts on best practices to improve business processes.

Attachments:

1. Finance Committee's Accounting/HR/Payroll System Project Goals and Objectives
2. Tyler Technologies Agreement for *Incode*® software license, maintenance, and support

JCLD Finance Committee

Project Goals and Objectives for Accounting/Payroll/HR Systems

Project Goal

- Procurement of a quality integrated software system with comprehensive installation and training services, and ongoing maintenance and support. The District seeks an application that can provide best practices and improve efficiencies in the District's current processes. A desirable system will simplify, standardize and optimize business processes and support continuous improvement of business processes.

Software Applications

- The following list of software applications summarize the majority of the District's requirements. These requirements will be used to compare and evaluate alternative systems. System scalability, new product development, and planned system enhancements and releases will be important to the evaluation process, as well.

Financial Management

- General Ledger
- Budget Management
- Annual Budget Preparation
- Accounts Payable
- Revenue/Cash Receipting
- Asset Management
- Grant Management
- Contract Management
- Project Accounting and Budgeting
- Miscellaneous Billing, Receivables and Loans
- Government (GASB) Reporting
- Bank Reconciliation
- Purchasing
- Requisition Processing
- ePayments
- Finance Analytics/Dashboards/Management Reporting

Payroll/Human Resources Management

- Scheduling and Time & Attendance
- Payroll Processing
- Electronic Time Entry and Approval
- Position Control
- Position Budgeting
- Applicant Tracking
- Recruitment Self Service
- Employee Life Event Tracking
- Personnel Action Processing
- Benefits Administration
- Leave Management
- Performance Management
- Training & Certification Tracking

- Organizational Chart Publishing and Tracking
- Employee Self Service
- Manager Self Service
- Benefits Self Service
- Human Resources/Payroll Analytics/Dashboards

SPECIAL OBJECTIVES

In addition to determining how the software meets the District’s financial, payroll, and workforce management requirements, the Finance Committee will evaluate the systems on a set of special objectives, which are listed below. Achieving these special objectives would address several pain points in our current processes.

Financial Management

- **Paperless Invoice Payment Processing**
Eliminate most of the paper in the process and apply automation to the approval workflow.
- **Native Forms Print Management**
Print forms, checks, W-2’s, 1099s, etc. in large runs and one-off. Manage print output and enable graceful recovery from errors and anomalies in the printing process.
- **Distributed Budget Development**
Support the distributed collection of budget request data.
- **Forecasting**
Support budget forecasting; position level forecasting.
- **Import of Financial Transactions from external software systems**
Import transactions to be processed and posted to the District’s financial system (e.g., cash receipt, accounts payable, and accounts receivable transactions).

Payroll/Human Resources Management

- **Employee Self-Service Portal**
Allow employees access to personal pay and tax information. Employees asynchronously submit requests for changes to their personal data and know their request is being serviced.
- **Management Self-Service Portal**
Allow managers with appropriate authority to access employee information without intervention from Human Resources.
- **ADP Workforce Now Integration**
Utilize the data generated by online-centric recruitment process to streamline the onboarding process.
- **Paperless Payroll/HR Processing**
Eliminate paper timesheets and paper documents for HR changes. Apply automation to the approval workflow.

SYSTEM FUNCTIONS

- **Robust Auditing**
Support the auditing of all access, reads, writes and changes to system data and configurations.
- **Process Controls**
Provide edit controls to prevent incomplete or incorrect data from being processed and programmatic control to prevent information from being processed in the wrong sequence.
- **System Security Controls**
Prevent unauthorized access to the database, maintain database process controls, and log all database transactions.

- **Records Management**
Records management component include retention, retrieval and destruction of records to efficiently manage records into the future in accordance with ORS 166-150.
- **User Security Setup and Configuration**
Limit access to application software screens and data element fields based on individual roles.
- **Alternate System Access**
Access system on laptops, desk top computers, tablets and cell phones.
- **Export Data for Direct Deposit Interface**
Export data from payroll for upload to our financial institution for direct deposit.
- **Export W-2 Data**
Export W-2 data from payroll for upload to State and Federal agencies.
- **Export of Quarterly Payroll Data**
Export quarterly payroll for upload to State and Federal agencies.
- **Export of Retirement Data**
Support exporting retirement payroll information.
- **Export of Positive Pay Data**
Export Positive Pay data to transfer to our financial institution.
- **Export Heath Eligibility Data**
Automate all or part of the process of updating eligibility data for Third Party Plan Administrator.
- **Export Retirement Eligibility Data**
Automate all or part of the process of updating eligibility data for Defined Contribution and/or Deferred Compensation Administrators.

REPORTING

- **Custom Reporting**
Generate custom reports using the database schema.
- **Report Automation and Data Access**
Access data in a form that supports analysis and allows employees with appropriate authority to self-generate reports or extract financial data in tabular form (i.e. for analysis in Excel)
- **Financial Dashboards**
Access by employees with appropriate authority to at-a-glance information relating to financial status and performance.



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number #12001.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #110515 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 110515-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure financial, personnel, and customer relationship management software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Jackson County Library District, Oregon.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other

cause that could not with reasonable diligence be foreseen or prevented by you or us.

- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial

hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
 - 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
 - 1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
 - 1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
 3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the applicable annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
 4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith

estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or

services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).

- 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).
- 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
- 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final

judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing

each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

- | | |
|-----------|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement
Schedule 1: Support Call Process |
| Exhibit D | Statement of Work |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Jackson County Library District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Jackson County Library District
PO Box 3275
Central Point, OR 97502
Attention: Lisa Marston

Approved as to legal sufficiency:

Jacquelyn Bunick

(Date)

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Tyler Technologies, Inc.

Jackson County Library District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

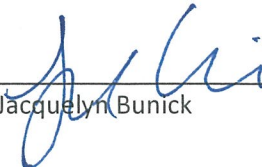
Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Jackson County Library District
PO Box 3275
Central Point, OR 97502
Attention: Lisa Marston

Approved as to legal sufficiency:



Jacquelyn Bunick

11/15/19

(Date)





Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: David Snow
 Quote Expiration: 2/5/2020
 Quote Name: Jackson County Library - LGD
 Quote Number: 2019-91249
 Quote Description:

Sales Quotation For
 Jackson County Library District
 P.O. Box 3275
 Central Point , OR 97502

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Financial Management Suite						
Core Financials	\$20,995	132	\$17,160	\$6,850	\$45,005	\$5,249
Purchasing	\$5,280	28	\$3,640	\$0	\$8,920	\$1,320
Personnel Management Suite						
Personnel Management (Includes Position Budgeting)	\$17,995	116	\$15,080	\$0	\$33,075	\$4,499
Customer Relationship Management Suite						
Misc. Accounts Receivable	\$5,500	12	\$1,560	\$0	\$7,060	\$1,375
Tyler Content Manager						
Tyler Content Manager Standard Edition (TCM SE)	\$7,153	32	\$4,160	\$0	\$11,313	\$1,788
	<i>Sub-Total:</i>		\$56,923	\$6,850	\$105,373	\$14,231
	<i>Less Discount:</i>		\$5,693			
	TOTAL:	320	\$41,600	\$6,850	\$99,680	\$14,231

Tyler Software and Related Services - Annual

Description	One Time Fees			Annual Fee
	Impl. Hours	Impl. Cost	Data Conversion	
Personnel Management Suite				
Employee Self Service (Employee Portal)	32	\$4,160	\$0	\$0
ESS Time & Attendance (Number of FTE Employees)	32	\$4,160	\$0	\$1,500
Benefits Enrollment	12	\$1,560	\$0	\$4,125
	<i>Sub-Total:</i>	\$9,880	\$0	\$5,625
	TOTAL:	76	\$9,880	\$5,625

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	1	\$5,000	\$5,000	\$0
	TOTAL:		\$5,000	\$0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$51,230	\$14,231
Total Tyler Annual	\$0	\$5,625

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$63,330	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$114,560	\$19,856

Detailed Breakdown of Conversions (Included in contract total)

Description	Hours	Unit Price	Programming Fee	Extended Price
Financial Management Suite				
General Ledger - Conversion	8	\$130	\$1,500	\$2,540
General Ledger - Legacy.Historical Views	4	\$130	\$500	\$1,020
Accounts Payable Conversion	4	\$130	\$1,750	\$2,270
Accounts Payable - Legacy.Historical Views Conversion	4	\$130	\$500	\$1,020
	Total:			\$6,850

- Core Financials includes general ledger, budget prep, bank recon, AP, Express, CellSense, a standard forms pkg, output director, positive pay, secure signatures (qty 2).
- General Ledger conversions include Chart of Accounts - additional fee for historical views.
- Accounts Payable conversions include Vendor Master Only - additional fee for historical views.

