

### JACKSON COUNTY LIBRARY DISTRICT (JCLD)

### **BOARD MEETING AGENDA**

Medford Library Adams Community Meeting Room 205 S Central Ave, Medford, Oregon June 13, 2019, at 4:00 p.m.

### CALL TO ORDER/ROLL CALL INTRODUCTIONS & PROCLAMATIONS

	SENT AGENDA (Action)  Vay 9, 2019 Regular Board Meeting Minutes; (2) Financial Report	1
	AL REQUESTS AND COMMUNICATIONS FROM AUDIENCE (Comments will be limited to 3 minutes per individual and shated to comments on non-agenda items or on agenda items that do not otherwise provide for public comment.)	ll be
PUB	LIC HEARING TO RECEIVE COMMENTS REGARDING FISCAL YEAR 2019-2020 BUDGET	
1.	Notice of Budget Hearing and Approved Budget for Fiscal Year 2019-2020 (Inform)	9
2.	Resolution 2018/2019-04: Adopting Fiscal Year 2019-2020 Budget, Making Appropriations,	
	Imposing and Categorizing Taxes (Action) – Lisa Marston	32
REP	ORTS AND PRESENTATIONS (Inform)	
3.	Library Director Report – Kari May	
4.	Library Strategies Report – Kari May	
5.	2019 Medford Comic Con Report – Terra McCleod	73
6.	Presentation from Downtown Medford Association – Christian Nelson	
7.	JCLF Report – Sandy Boatright	
8.	2020 Transition Report – Lisa Marston	82
UNF	INISHED BUSINESS	
9.	Summary Report: Collection Agency (Inform/Discuss) – Kari May	
10.	Volunteer Policy (Inform/Discuss/Action) – Kari May	
11.	Service Animals in the Library Policy (Inform/Discuss/Action) – Kari May	93
12.	July 11-12, 2019 Board Retreat / Board Self-Evaluation (Inform/Discuss) – Susan Kiefer	
NEW	V BUSINESS (Inform/Discuss/Action)	
13.	Summary Report: First Year Fine Free (Inform/Discuss) – Carey Hunt	94
14.	White City Hours Adjustment (Action) – Kari May	
15.	Agreement with JCLF for Operational Funding (Action) – Lisa Marston	
16.	IGA with RVCOG for Accounting Services (Action) – Lisa Marston	110
17.	IGA with RVCOG for Administrative Services (Action) – Lisa Marston	
18.	Agreement with SOHS Library and Archives (Action) – Lisa Marston	
19.	Contract for Legal Services with Huycke O'Connor Jarvis, LLP (Action) – Lisa Marston	129
CON	MMITTEE AND BOARD MEMBER REPORTS (Inform)	
20.		
21.	Individual Board Member Reports	

FUTURE 2019 MEETINGS/EVENTS/OBSERVANCES:
June 20-25, 2019 – ALA Conference in Washington.

June 20-25, 2019 – ALA Conference in Washington, DC July 12, 2019 – Board Regular Meeting

July 11-12, 2019 – Board Retreat September 19, 2019 – JCLS Staff Training Day

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 <a href="https://www.jacksoncountylibrarydistrict.org">www.jacksoncountylibrarydistrict.org</a>. 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 <a href="mailto:dewards@rvcog.org">dedwards@rvcog.org</a>



Jackson County Library District Board May 9, 2019 Regular Board Meeting Medford Library Adams Meeting Room 205 S Central Ave, Medford, Oregon

#### **MINUTES**

#### **ATTENDEES**

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

Additional participants: Kari May (Library Director), Ryan Bradley (Marketing Coordinator), Sandy Boatright (Executive Director, JCLF), Douglas McGeary, (Board President, SOHS), Kira Lesley (Archivist, SOHS), Lisa Marston (District Administrator), Donovan Edwards (Recorder)

### **CALL TO ORDER**

President Susan Kiefer called the meeting to order at 4:03 p.m.

### **INTRODUCTIONS & PROCLAMATIONS**

None.

### **CONSENT AGENDA**

Kiefer said Consent Agenda Item (1) was removed temporarily to discuss corrections.

**MOTION:** Director Cathy Shaw moved to approve Consent Agenda Items (2) and (3). Director Carol Doty seconded the motion. The motion was approved unanimously.

Kari May, JCLS Library Director, noted that page 7 of the April 11, 2019 minutes of the regular board meeting incorrectly reflect the motion regarding the Material Spending Proposal for FY19/20 being approved as presented. What had been presented was \$1.5 million but what had been approved was the base contract amount, plus the approved increases, plus 10%.

Director Shaw noted some grammar corrections but offered to communicate those following the meeting.

**MOTION:** Director Doty moved to approve Consent Agenda Item (1) as amended. Director George Prokop seconded the motion. The motion was approved unanimously.

### ORAL REQUESTS AND WRITTEN COMMUNICATIONS FROM AUDIENCE

None

#### REPORTS AND PRESENTATIONS

### Library Director's Report

Kari May, JCLS Library Director, provided a summary of the Library Directors Report with the following highlights:

- Updating the status of the Hiring and Vacancy Report including changes since the report had been printed.
- A very positive response was received for JCLS' Centennial Celebration entry in the Pear Blossom Festival Parade.
- There was a very good attendance for the OLA Conference.

Brystan Strong, JCLS Youth Services Coordinator, said that for part of the centennial celebration a spot was designated at each library during National Library Week where patrons could write notes about what their favorite thing is about the library. She provided some examples from the 200+ responses received throughout the system. In addition, Ms. Strong provided a summary of the Summer Reading program.

### **JCLS Quarterly Statistical Report**

May provided a summary of the JCLS Statistical Report. President Kiefer noted percentage errors on page 29 of the board packet.

### JCLF Report

Sandy Boatright, JCLF Executive Director provided a summary of the JCLF Report.

### **SOHS Quarterly Report**

Douglas McGeary, SOHS Board President, provided copies of the SOHS Strategic Plan and highlighted the key points. Kira Lesley, SOHS Archivist, provided a summary of the SOHS Quarterly Report highlighting an increase in onsite research visits and walk-ins from the first quarter of 2019.

### 2020 Transition Report

JCLD Administrator, Lisa Marston, referenced the Communications section of the 2020 Transition Report and said that Todd Frager, LS&S CFO/COO had expressed concern over prematurely communicating with LS&S employees. As a compromise, a letter to LS&S employees has been drafted explaining the District's decision not to renew the contract with LS&S. The letter would not be sent out until July 2019. Follow up communication would be done quarterly in October 2019, January 2020, and April 2020 before shifting to monthly communications. Marston noted, too, that the topic of communications, both internal and external, will be discussed further at the Board's annual planning meeting in July.

### **UNFINISHED BUSINESS**

### **Board Membership Policy**

Marston explained that, based on comments from Board Members following Board approval of the policy last month, she was bringing back the policy in an effort to clarify "timely manner" in regards to Board Members responding to emails and phone calls. After some Board discussion it was determined that the policy was acceptable as written.

### **NEW BUSINESS**

### **ICLS Rebranding Proposal**

Ryan Bradley, JCLS Marketing Coordinator provided a PowerPoint presentation, proposing a new logo for Jackson County Library Services. He explained that he limited the color selections to only those that are ADA color compliant, noting than any of the three options could be used if the Board were to approve the logo change. A black and white version of the JCLS logo would be available, as well. The Board's reaction to the colors was mixed, but in general, the Board supported the work presented by the staff.

May said staff would spend the next couple of months working on the style guide and roll out of the proposed logo, which is scheduled to be released at an appropriate time around the Centennial Celebration.

### **Collection Agency Recommendation**

Due to time restrictions this topic was tabled until the June 13th, 2019 Regular Board Meeting.

### **Volunteer Policy**

Shaw and Kiefer expressed concern with the language in the Volunteer Policy paragraph VI Drug Free Workplace. They asked that the term "substance" be clarified, suggesting that the way it currently reads, caffeinated beverages and smoking cessation products would also be considered off-limit items while working.

### Animals in the Library Policy

Due to time restrictions this topic was tabled until the June 13th, 2019 Regular Board Meeting.

### Board Advance 2019 / Save the Date

Kiefer announced that the annual retreat will be scheduled for July 11<sup>th</sup> and 12th, 2019. The location will be determined later on.

### **COMMITTEE AND BOARD MEMBER REPORTS**

With regard to the transition, Shaw said that she had made contact with a couple people that have experience with transitioning personnel from private to public and vice versa. Both people she has spoken with said they have time in their schedules and are willing to participate.

### **Technology Committee**

Prokop announced that they are moving forward and holding their third meeting.

### **Facilities Committee**

May pointed out that the Facilities Committee has proposed hiring a consultant to develop a space renovation plan for the Medford and Ashland Branch Libraries.

### **Adjourn**

Kiefer adjourned the meeting at 6:10 p.m.

/s/ Donovan Edwards
Recording Secretary

					Percentage	
		<b>Current Month</b>		re	eceived or spent to	
_	Budget 2018-19	Actual	YTD Actual	Budget Remaining	date	
Operating Revenue						
Program Revenue						
Current Property Tax Collections	10,200,000.00	54,698.65	9,792,498.70	(407,501.30)	96.00%	
Prior Year Property Tax Collections	200,000.00	10,482.77	193,107.33	(6,892.67)	96.55%	
Interest Income	164,400.00	29,118.62	277,818.01	113,418.01	168.98%	
Interest- Lindberg Note	0.00	852.29	12,693.36	12,693.36	0.00%	
Other Income	5,000.00	0.00	69,702.13	64,702.13	1,394.04%	
E Rate	103,000.00	8,840.50	97,263.00	(5,737.00)	94.43%	
Reimbursements From RCC	27,000.00	1,001.50	30,060.65	3,060.65	111.33%	
Ready To Read Grant	35,000.00	0.00	34,951.00	(49.00)	99.86%	
Conference Room Rental	30,000.00	0.00	20,553.50	(9,446.50)	68.51%	
Government Agency Rentals	107,541.00	0.00	107,610.30	69.30	100.06%	
Inter-library Loan Fees	1,000.00	0.00	786.99	(213.01)	78.69%	
Library Card Replacement Fees	3,000.00	0.00	1,999.60	(1,000.40)	66.65%	
Late Fee Charges- RCC/UMS	10,000.00	6,248.98	14,711.42	4,711.42	147.11%	
Lost/Damaged Materials	7,500.00	0.00	10,045.50	2,545.50	133.94%	
Photocopy/Fax Sales	12,000.00	0.00	9,736.02	(2,263.98)	81.13%	
Patron Refunds	(2,000.00)	0.00	(2,109.54)	(109.54)	105.47%	
Printer Sales	14,000.00	0.00	13,614.63	(385.37)	97.24%	
On Line Fee Collections	7,500.00	220.61	1,905.56	(5,594.44)	25.40%	
Hulburt Donation	126,000.00	0.00	131,390.00	5,390.00	104.27%	
Library Friends Donations	65,000.00	871.15	40,629.59	(24,370.41)	62.50%	
Library Foundation Donations	6,500.00	4,589.47	125,847.45	119,347.45	1,936.11%	
General Public Donations	2,500.00	0.00	328.44	(2,171.56)	13.13%	
OR Community Foundation- restricted	12,000.00	0.00	2,750.10	(9,249.90)	22.91%	
OR Community Foundation- non restricted	2,000.00	0.00	0.00	(2,000.00)	0.00%	
EJ Smith Trust-Restricted	85.00	0.00	0.00	(85.00)	0.00%	
Ted Gerlock-Restricted	15.00	0.00	0.00	(15.00)	0.00%	
Carpenter Foundation-Restricted	3,000.00	0.00	3,000.00	0.00	100.00%	
Library Foundation Donations- CP	50,000.00	0.00	0.00	(50,000.00)	0.00%	
Oregon Community Foundation- Applegate	29,000.00	0.00	0.00	(29,000.00)	0.00%	
Kaleidoscope grant	0.00	0.00	3,975.69	3,975.69	0.00%	
Beginning Fund Balance-Unrestricted	7,175,000.00	0.00	7,361,497.66	186,497.66	102.60%	accrual basi
Beginning Fund Balance-Restricted	325,000.00	0.00	655,050.68	330,050.68	201.55%	accrual basis
Total Revenue	18,721,041.00	116,924.54	19,011,417.77	290,376.77	<u>101.55</u> %	

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					Percentage
	D	Current Month	VTD Astro-1	Dode at Damainia	received or spent to
	Budget 2018-19	<u>Actual</u>	YTD Actual	Budget Remaining	date
Expenditures					
District Administrator Salary	0.00	7,857.32	80,562.90	(80,562.90)	
FICA and Medicare- payroll taxes	0.00	613.94	6,646.11	(6,646.11)	
Worker comp- payroll taxes	0.00	214.38	237.01	(237.01)	
Health/Dental Insurnace	0.00	683.01	7,258.51	(7,258.51)	
Retirement Contribution	0.00	729.58	7,897.88	(7,897.88)	
Personnel Cost	217,000.00	0.00	0.00	217,000.00	
Personnel Costs subtotal	217,000.00	10,098.23	102,602.41	114,397.59	47.28%
Accounting Services	60,000.00	0.00	30,440.19	29,559.81	50.73%
Auditing Services	11,025.00	0.00	10,750.00	275.00	97.50%
Administrative Services	76,000.00	0.00	46,135.44	29,864.56	60.70%
Bank Fees/Interest Expense	1,000.00	81.80	722.24	277.76	72.22%
Consultant Fees	50,000.00	12,434.29	24,311.62	25,688.38	48.62%
Elections	30,000.00	0.00	0.00	30,000.00	0.00%
Insurance	20,000.00	0.00	19,526.00	474.00	97.63%
Legal Services	20,000.00	6,842.70	26,795.70	(6,795.70)	133.97%
Memberships and Dues	3,500.00	119.00	2,535.60	964.40	72.44%
Office Supplies- admin	2,000.00	0.00	1,928.62	71.38	96.43%
Postage	2,000.00	0.00	930.45	1,069.55	46.52%
Registration/Tuition/Travel	15,000.00	431.33	5,788.15	9,211.85	38.58%
Special fees and Expenses	0.00	0.00	570.14	(570.14)	0.00%
Advertising/Legal Notices	2,500.00	102.39	102.39	2,397.61	4.09%
Alarm Services	2,600.00	0.00	2,471.40	128.60	95.05%
Building Repair/Maintenance	449,940.00	37,495.00	412,445.00	37,495.00	91.66%
Custodial Services	380,542.00	31,599.92	316,753.14	63,788.86	83.23%
Custodial Supplies	12,000.00	1,471.55	10,944.00	1,056.00	91.20%
Landscape Services	7,033.00	753.98	8,785.82	(1,752.82)	124.92%
Maintenance Services	2,000.00	0.00	0.00	2,000.00	0.00%
Security Services	79,407.00	6,926.00	61,501.50	17,905.50	77.45%
Signs and Signal Materials	25,000.00	0.00	0.00	25,000.00	0.00%
Building Repair/Maintenance- B-7	250,000.00	4,146.09	16,989.04	233,010.96	6.79%
Fees- Lindberg Note	72.00	6.00	101.00	(29.00)	140.27%
Equipment Repair/Maintenance	30,000.00	424.58	4,693.90	25,306.10	15.64%

					Percentage
		Current Month			received or spent to
	Budget 2018-19	Actual	YTD Actual	Budget Remaining	date
Facility Furnishing Expense	25,000.00	0.00	0.00	25,000.00	0.00%
Minor Equipment	50,000.00	0.00	13,028.04	36,971.96	26.05%
Computers and technology	306,885.00	24,975.73	262,887.26	43,997.74	85.66%
Supplies and Expenses-Facilities	500.00	0.00	0.00	500.00	0.00%
Computer Software and Licensing	119,922.00	11,833.12	12,063.12	107,858.88	10.05%
LS&S Contract	5,228,114.00	434,792.67	4,793,863.73	434,250.27	91.69%
Library Materials	874,182.00	76,649.67	937,755.01	(63,573.01)	107.27%
City Participation	16,700.00	0.00	0.00	16,700.00	0.00%
Strategic Plan Initiative	2,500,000.00	4,385.72	43,193.92	2,456,806.08	1.72%
E Rate Services	32,782.00	0.00	40,535.00	(7,753.00)	123.65%
Unique Management Services	16,391.00	0.00	20,250.25	(3,859.25)	123.54%
Comic Con	22,000.00	15,499.22	21,054.17	945.83	95.70%
LS &S- digital library staff	60,000.00	11,233.73	105,794.97	(45,794.97)	176.32%
SOHS contract	39,000.00	3,250.00	35,750.00	3,250.00	91.66%
Marketing	0.00	1,164.41	3,020.43	(3,020.43)	0.00%
Electricity	240,800.00	15,603.57	179,097.76	61,702.24	74.37%
Natural Gas	45,000.00	2,276.41	27,073.50	17,926.50	60.16%
Garbage Service	15,000.00	1,221.70	12,630.96	2,369.04	84.20%
Water and Sewer Service	32,000.00	1,674.22	23,034.90	8,965.10	71.98%
Street and Storm Drain Fees	18,000.00	1,851.21	16,546.25	1,453.75	91.92%
Telecom-Voice and LD	55,000.00	3,288.28	32,696.10	22,303.90	59.44%
Telecom-Wide Area Network	105,000.00	9,191.05	101,119.05	3,880.95	96.30%
Telecom-Internet Services	28,000.00	2,196.48	22,288.26	5,711.74	79.60%
Municipal Assessments	1,500.00	128.94	3,027.49	(1,527.49)	201.83%
Telecom- Hot Spots	52,000.00	1,708.80	40,006.71	11,993.29	76.93%
Maintenance & Fuel for Vehicles	16,000.00	961.89	9,830.91	6,169.09	61.44%
Hulburt Donation	126,000.00	8,050.35	61,185.61	64,814.39	48.56%
Library Friends Donations	65,000.00	6,549.80	46,957.21	18,042.79	72.24%
Library Foundation Donations	6,500.00	4,589.47	13,445.43	(6,945.43)	206.85%
General Public Donations	2,500.00	434.68	2,090.44	409.56	83.61%
OR Community Foundation-restricted	34,000.00	567.84	10,531.71	23,468.29	30.97%
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	2,033.10	966.90	67.77%
Ready to Read 2017 Grant	70,000.00	0.00	0.00	70,000.00	0.00%
Kent Family Trust	5,000.00	0.00	611.55	4,388.45	12.23%
Library Foundation Donations- CP	50,000.00	0.00	120,025.91	(70,025.91)	240.05%

### 101 - General Administration

					Percentage
		Current Month			received or spent to
	Budget 2018-19	Actual	YTD Actual	<b>Budget Remaining</b>	date
OR Community Foundation- unrestricted	12,000.00	0.00	0.00	12,000.00	0.00%
2018 Ready to Read Grant	0.00	0.00	18,078.30	(18,078.30)	0.00%
Kaleidoscope grant expenditures	0.00	100.38	4,067.91	(4,067.91)	0.00%
Materials and services subtotal	11,805,495.00	747,013.97	8,040,796.30	3,764,698.70	68.11%
Capital Outlay	350,000.00	0.00	56,018.00	293,982.00	16.00%
Contingency	750,000.00	0.00	0.00	750,000.00	0.00%
Ending Fund Balance	3,548,546.00	0.00	0.00	3,548,546.00	0.00%
Total Expenditures	16,671,041.00	757,112.20	8,199,416.71	8,471,624.29	49.18%
Transfer to Other Funds					
Transfer to Capital Improvement Fund	2,050,000.00	0.00	2,050,000.00	0.00	<u>100.00</u> %
Total Transfer to Other Funds	2,050,000.00	0.00	2,050,000.00	0.00	100.00%
Net Revenue Over Expenditures	0.00	(640,187.66)	8,762,001.06	8,761,001.06	0.00%

### 201 - Capital Improvement Fund

					Percentage
		Current Month			received or spent to
	Budget 2018-19	Actual	YTD Actual	<b>Budget Remaining</b>	date
Operating Revenue					
Beginning Fund Balance-Restricted	2,050,000.00	0.00	2,085,670.00	35,670.00	101.74%
Transfer from General fund	2,050,000.00	0.00	2,050,000.00	0.00	100.00%
Total Revenue	4,100,000.00	0.00	4,135,670.00	35,670.00	100.80%
Expenditures					
Capital Outlay	4,100,000.00	0.00	0.00	4,100,000.00	<u>0.00</u> %
Net Revenue Over Expenditures	0.00	0.00	4,135,670.00	4,135,670.00	0.00%

#### FORM LB-1

#### NOTICE OF BUIDGET HEARING

A public meeting of the Jackson County Library District will be held on June 13, 2019 at 4:00 p.m. at the Medford Library, 205 South Central Avenue, Medford, Oregon. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2019 as approved by the Jackson County Library District Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at the Business Office, 205 South Central Avenue, Medford, Oregon between the hours of 9:00 a.m. and 4:00 p.m. or online at jacksoncountylibrarydistrict.org. This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as the preceding year.

Contact: Lisa Marston, District Administrator Telephone: 541-774-6508 Email: lmarston@jacksoncountylibrarydistrict.org

FINANCIAL SU	JMMARY - RESOURCES		
TOTAL OF ALL FUNDS	Actual Amount	Adopted Budget	Approved Budget
	2017-2018	This Year 2018-2019	Next Year 2019-2020
Beginning Fund Balance/Net Working Capital	7,285,062	9,550,000	12,216,279
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	281,463	222,541	158,520
Federal, State & all Other Grants, Gifts, Allocations & Donations	858,451	434,100	602,600
Revenue from Bonds and Other Debt	0	0	0
Interfund Transfers / Internal Service Reimbursements	2,050,000	2,050,000	2,050,000
All Other Resources Except Current Year Property Taxes	459,075	364,400	523,000
Current Year Property Taxes Estimated to be Received	9,722,161	10,200,000	10,610,000
Total Resources	20,656,212	22,821,041	26,160,399

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION							
Personnel Services	19,956	217,000	579,420				
Materials and Services	8,189,888	11,805,495	10,940,685				
Capital Outlay	426,518	4,450,000	6,316,279				
Debt Service	0	0	0				
Interfund Transfers	2,050,000	2,050,000	2,050,000				
Contingencies		750,000	750,000				
Special Payments		0	0				
Unappropriated Ending Balance and Reserved for Future Expenditure	9,969,850	3,548,546	5,524,015				
Total Requirements	20,656,212	22,821,041	26,160,399				

FINANCIAL SUMMARY - REQUIREMENTS AND FULL-TIME EQUIVALENT EMPLOYEES (FTE) BY ORGANIZATIONAL UNIT OR PROGRAM *						
Name of Organizational Unit or Program						
FTE for that unit or program						
Jackson County Library District	20,656,212	22,821,041	26,160,399			
FTE 5.25	1.0	2.0	5.25			
Total Requirements	20,656,212	22,821,041	26,160,399			
Total FTE	1.0	2.0	5.25			

### STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING \*

On May 24, 2014, the Jackson County voters approved the formation of a special district named Jackson County Library District ("District") with a permanent rate tax cap of \$.60/\$1,000 of assessed value. Until May 21, 2018 the District contracted for all of its services. On May 21, the District hired a District Administrator. This is currently the only employee of the District. All other services are contracted. The major contracts include the following: library operations and library materials (Library Systems & Services, LLC); accounting and administrative services (Rogue Valley Council of Governments); building maintenance and landscaping (Jackson County Facility Maintenance); custodial services and supplies (Pathway Enterprises); security services (Concierge Home and Business Watch); network, internet/wireless access (Hunter Communications) and telephone voice services (TouchPoint and InfoStructure). The budget also includes amounts for the upcoming transition from having all of the library operations contracted to having all or most of the services provided by employees of the District. This is scheduled to be implemented with the 2020-2021 fiscal year. This budget includes 4.25 FTE for a transition team and \$250,000 for materials and services related to the transition. The Board has increased the ending fund balance by \$1,975,469 to cover potential cost increases im FY20/21 due to the transition. The budget also includes a transfer of \$2,050,000 to a Capital Improvement Fund for future projects, including major building repairs or renovations. This is the third year that the District has included a transfer to this fund.

PROPERTY TAX LEVIES							
	Rate or Amount Imposed	Rate or Amount Imposed	Rate or Amount Approved				
	2017-2018	This Year 2018-2019	Next Year 2019-2020				
Permanent Rate Levy (rate limit60 per \$1,000)	.52	.52	.52				
Local Option Levy							
Levy For General Obligation Bonds							

STATEMENT OF INDEBTEDNESS							
LONG TERM DEBT	Estimated Debt Outstanding	Estimated Debt Authorized, But					
	on July 1.	Not Incurred on July 1					
General Obligation Bonds							
Other Bonds							
Other Borrowings							
Total							

Jackson County Library District Approved Budget 2019-2020



Library
Services



LEARN CONNECT GROW



# **MISSION**

 To connect everyone to information, ideas and each other.

# **VISION**

Through the
 Jackson County
 Libraries
 individuals
 reach their
 potential
 and our
 communities
 thrive.

# **VALUES**

- Respect
- Accessibility
- Integrity
- Innovation
- Collaboration

# Jackson County Library District 2019-2020 Budget Message



- The 2019-2020 budget was developed using the 2018-2019 actuals to date and estimating the remaining expenditures for the year. This was then the basis for estimating the expenditures for 2019-2020.
- Several Board-approved plans guided the development of this budget, including the 2016-2021 JCLS Strategic Plan, 2-Year Plan to Increase Active Cardholders, Three-Year Technology Plan, Collection Development and Management Plan, Facilities Plan Objective 1, and the recent Marketing Plan. The long range financial plan presented to the Board in October 2018 and a March 2019 proposal from the Jackson County Library Foundation (JCLF) also informed this budget.
- Anticipated expenditures to support the transition to a District-operated library system on July 1, 2020 are also reflected in this budget:

  - ♦ \$250,000 Transition expenses (Materials and Services)
- ♦ Since the District will be in a transition year, the ending fund balance has been increased by \$1,975,469 to cover potential cost increases in FY20/21.

# Jackson County Library District 2019-2020 Budget Priorities



- Provide monies to fund the District's strategic priorities: 2020 Transition and the 2-Year Plan to Increase Active Cardholders, a plan based on the 5-Year JCLS Strategic Plan, the OLA standards, and the "75% by 2023" active cardholder goal
- ♣ Enhance the Library's aging facilities through repairs and renovations, and the creation of welcoming, flexible spaces for exploration and discovery
- Support philanthropic community partners whose efforts in fundraising, advocacy, and community outreach help fulfill the Library District's mission
- Transfer \$2,050,000 from the ending fund balance to the Capital Improvement Fund to ensure sufficient reserves to maintain and improve 15 library buildings
- Retain the current cost per thousand to the taxpayers of Jackson County of 52 cents per \$1,000 of assessed value
- Provide for a sufficient ending fund balance to cover operational expenses of approximately \$4 to \$4.5 million in the following fiscal year until the first property tax collection in November 2019

# Jackson County Library District Major Contracts for 2019-2020

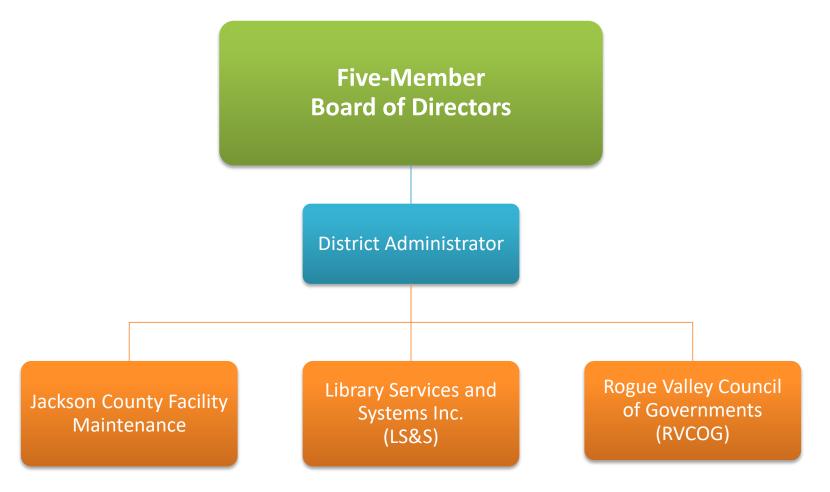


- ♣ Library Services and Systems (LS&S) library management and operations
- Jackson County facilities maintenance, landscaping, and property insurance
- ♣ Rogue Community College (RCC) lease, joint operations, and Integrated Library System (ILS) at Medford Library
- Pathway Enterprises custodial services and supplies, window cleaning, floor cleaning, and landscaping
- Rogue Valley Council of Governments (RVCOG)— accounting, payroll, and administrative services
- Huycke O'Connor Jarvis legal services
- Concierge Home and Business Watch security guards at Medford Library
- ♣ Hunter Communications wide area network, internet access, wireless
- ♣ TouchPoint and InfoStructure VOIP services

# Jackson County Library District Current Organizational Chart 2019-2020



(pre-transition)



# Jackson County Library District Branches and Hours of Operation



BRANCH	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Applegate	Closed	Closed	2pm – 6pm	10am – 2pm	Closed	2pm – 6pm	10am – 2pm
Ashland	12pm – 4pm	10am – 8pm	10am – 6pm	10am – 6pm	12pm – 5pm	Closed	12pm – 5pm
Butte Falls	Closed	Closed	10am – 3pm	Closed	12pm – 5pm	Closed	Closed
<b>Central Point</b>	Closed	Closed	10am – 6pm	10am – 6pm	10am – 6pm	10am – 6pm	12pm – 4pm
Eagle Point	Closed	Closed	10am – 4pm	10am – 4pm	12pm – 6pm	10am – 4pm	12pm – 4pm
Gold Hill	Closed	10am – 4pm	Closed	2pm – 6pm	Closed	1pm – 5pm	12pm – 4pm
Jacksonville	Closed	10am – 5pm	Closed	10am – 5pm	12pm – 6pm	Closed	10am – 2pm
Medford	12pm – 4pm	10am – 7pm	10am – 7pm	10am – 7pm	Closed	12pm – 4pm	11am – 4pm
Phoenix	Closed	Closed	11am – 5pm	1pm – 7pm	11am – 5pm	Closed	12pm – 4pm
Prospect	Closed	Closed	Closed	10am – 2pm	Closed	1pm – 5pm	10am – 2pm
Rogue River	Closed	10am – 4pm	10am – 4pm	Closed	1pm – 7pm	10am – 4pm	10am – 2pm
Ruch	Closed	Closed	10am – 5pm	Closed	1pm – 7pm	Closed	11am – 4pm
Shady Cove	Closed	Closed	12pm – 6pm	2pm – 7pm	Closed	10am – 5pm	Closed
Talent	Closed	Closed	10am – 6pm	12pm – 7pm	12pm – 7pm	10am – 5pm	10am – 5pm
White City	Closed	11am – 6pm	10am – 2pm	12pm – 5pm	Closed	Closed	10am – 4pm
Office	Closed	8am – 5pm	Closed				

# Jackson County Library District Tax Projections



The following table projects a 4.255% increase in total assessed value for the 2019-2020 fiscal year. Jackson County estimates Net Collection Rate by reviewing budget experience over the past several years.

**Jackson County Library District Operating Levy Projection** 

	Assessed Value
January 2019 Assessed Value	\$ 20,603,677,825
Growth	4.255%
January 2020 Estimated Assessed Value	\$ 21,480,364,316
Rate	0.52
Gross Levy	\$11,169,789
Net Collection Rate	95.00%
Estimated taxes to be received	\$ 10,610,000

# Jackson County Library District Restricted Funds



Restricted Fund	Purpose of Funds	Balance 7/1/2018	Revenues	Expenditures	Balance 3/31/2019
EJ Smith Corpus	Purchase Pacific Northwest related books	8,648	-	-	8,648
EJ Smith #2453		77	-	-	77
Ted Gerlock Corpus	Purchase books about forestry	1,501	-	-	1,501
Hulburt Trust #2575	Enrichment programs for youth and mature readers	176,314	131,390	47,729	259,975
Kent Family Trust	To benefit library operation	8,301	-	612	7,689
Ready to Read 2018	Early literacy	26,249	-	16,100	10,149
Ready to Read 2019	Early literacy	-	34,951		34,951
Carpenter Foundation	Purchase books for Carpenter collection	678	3,000	1,431	2,247
OCF - Talent Library Fund	Summer reading program and collection materials	3,981	2,750	-	6,731
OCF - Finstrom Fund	Outreach to Homebound Program	20,736	-	9,235	11,501
OCF - Bixler Fund	Library cards for Applegate School students	5,000	-	-	5,000
OCF - Eunice Gray	Serve the sight impaired community	4,943	-	-	4,943
Ashland Levy	Enhance programs at Ashland Library	16,700	-	-	16,700
Lindberg Estate	For use by Ashland Library	101,487	17,946	-	119,433
		\$374,615	\$190,037	\$75,107	\$489,545
5/6/2019	19				10





FISCAL YEAR	2019-2020	2020-	-2021	202	21-2022	202	2-2023	202	3-2024
	\$ 345,000	\$ 4	50,000	\$	180,000	\$	500,000	\$	550,000
Rogue River Library: replace HVAC	60,000								
White City Library: replace HVAC	40,000								
Butte Falls Library: Exterior Paint	20,000								
Gold Hill Library: Exterior Paint	25,000								
Rogue River: Exterior Paint	25,000								
Phoenix Library: Exterior Paint	25,000								
Branch Libraries: LED Parking Lot Lights	150,000								
Total 2019-2020	\$ 345,000								
Ashland Library: Replace HVAC		4	400,000						
White City Library: Replace Concrete			50,000						
Total 2020-2021		\$ 4	450,000						
Phoenix Library: Replace HVAC					30,000				
Jacksonville Library: Replace HVAC					40,000				
White City Library: Roof Replacement					50,000				
Eagle Point Library: Replace HVAC					60,000				
Total 2021-2022				\$	180,000				
Medford Library: Replace Boilers							100,000		
Eagle Point Library: Carpet Replacement							50,000		
Medford Library: Carpet Replacement - Phase 1							150,000		
Medford Library: Interior Light Upgrade							200,000		
Total 2022-2023						\$	500,000		
Medford Library: Carpet Replacement - Phase 2									150,000
Medford Library: Replace Roof									400,000
Total 2023-2024								\$	550,000

# Jackson County Library District Major Building Maintenance Projects 2019-2020



Fiscal Year 2019-2020 Projects	Amount
Rogue River Library: HVAC Replacement	\$ 60,000
White City Library: HVAC Replacement	\$ 40,000
Butte Falls Library: Exterior Paint	\$ 20,000
Gold Hill Library: Exterior Paint	\$ 25,000
Rogue River Library: Exterior Paint	\$ 25,000
Phoenix Library: Exterior Paint	\$ 25,000
Branch Libraries: LED Parking Lot Lights	\$ 150,000
Total	\$ 345,000

# Jackson County Library District Technology Plan Budget 2019-2022



Technology		Fiscal Years	
	2019 - 2020	2020 - 2021	2021 - 2022
NEW PROGRAM DEVELOPMENT/CUSTOMER SERVICE			
- Mobile Maker Space Solutions/Spark Spaces	25,000	55,000	55,000
- Library of Things (Chromebooks/Laptops/Kindles)	78,700	68,700	24,600
Meeting/Study Room Enhancements	60,000	70,000	40,000
- Collaboration Station (Medford)	-	20,000	-
Game Lab (Medford)	-	-	45,000
- Self-Check Kiosks	-	 34,000	 68,000
Sub-Total	\$ 163,700	\$ 247,700	\$ 232,600
JPGRADE/MAINTAIN			
Staff Printers/Mobile Solution/Scanners	34,400	-	-
Door Counters/Envisionware Upgrade	-	31,600	-
Public Computer/Laptop Replacements	-	-	168,000
Sub-Total	\$ 34,400	\$ 31,600	\$ 168,000
SOFTWARE/SUBSCRIPTIONS/SYSTEM MAINTENANCE			
BiblioCore	17,050	17,562	18,088
Envisionware LPT1/LDS/Mobile Printing Services	20,587	20,587	20,587
Other	13,247	13,247	16,847
Sub-Total	\$ 50,884	\$ 51,396	\$ 55,523
rotal	\$ 248,984	\$ 330,696	\$ 456,123



## Library Materials & 2-Year Plan Budget 2019-2020

- \$1,314,337 Expenditure: Library Materials
  - \$900,407 LS&S Contract
  - \$194,445 E-resources & databases
  - \$50,000 Children's materials
  - \$50,000 Spanish materials
  - \$1,194,852 + 10% = \$1,314,337
    - 50% increase over FY18/19 budget (\$874,182)

Library Materials

- \$26,500 Expenditure: Strategic Plan Initiative
  - Marketing, advocacy training, outreach kits, services in Spanish, etc.
- **\$353,254** Expenditure: LS&S Contract (7 FTE)
- Funds for Technology and Library Materials also support the 2-Year Plan

2-Year Plan

# \*

# LS&S Contract (Year 5)

- \$5,374,037 Library Management Services (LS&S)
- \$33,765 Managed E-Rate Services (Tech Ed)
- \$16,883 Collections Agency (UMS)
- \$178,000 Amendment 1 Staff Additions (2017)
  - Digital Services (3 FTE)
  - Early Literacy Bilingual Specialist (1 FTE)

LS&S Contract

- Out of Contract Expenses Approved by JCLD Board:
- \$11,000 Library Staff Parking
- \$353,254 Additional Library Staff
  - Ashland Branch Operations (2 FTE)
  - Digital Services (2 FTE)
  - Outreach Services (3 FTE)

\$5,966,939



# **2020 Transition Budget 2019-2020**

- \$579,420 Expenditure: Personnel Services
- District Administrator, plus up to 4.25 FTE's budgeted to support the transition, e.g., Human Resources, etc.

Personnel Services

- Professional Services
- Software/SaaS
- Materials and Equipment
- Miscellaneous

Transition Expenses \$250,000



FORM LB-20

### **RESOURCES**

### General

(Fund) Jackson County Library District

(Name of Municipal Corporation)

		Historical Data				Budge	et for Next Year 2019	-2020	
	Actua	al	Adopted Budget						
	Second Preceding	First Preceding	This Year		RESOURCE DESCRIPTION	Proposed By	Approved By	Adopted By	
	Year 2016-2017	Year 2017-2018	Year 2018-2019			Budget Officer	Budget Committee	Governing Body	
1				1	Available cash on hand* (cash basis) <b>or</b>				1
2	5,208,942	7,285,062	7,500,000	2	Net working capital (accrual basis)	8,200,000	8,200,000		2
3	231,259	280,847	200,000	3	Previously levied taxes estimated to be received	200,000	200,000		3
4	82,739	178,228	164,400	4	Interest	323,000	323,000		4
5				5	Transferred IN, from other funds				5
6				6	OTHER RESOURCES				6
7	111,128	77,967	58,000	7	Fees	15,000	15,000		7
8	179,654	203,496	164,541	8	Charges for services	143,520	143,520		8
9	384,517	822,781	434,100	9	Grants and donations	602,600	602,600		9
10				10				1	10
11				11				1	11
12				12				1	12
13				13				1	13
14				14				1	14
15				15				1	15
16				16				1	16
17				17				1	17
18				18				1	18
19				19				1	19
20				20				2	20
21				21				2	21
22				22				2	22
23				23				2	23
24				24				2	24
25				25				2	25
26				26				2	26
27				27				2	27
28				28				2	28
29	6,198,239	8,848,381	8,521,041	29	Total resources, except taxes to be levied	9,484,120	9,484,120	0 2	29
30			10,200,000	30	Taxes estimated to be received	10,610,000	10,610,000	3	30
31	9,262,464	9,722,161			Taxes collected in year levied			3	31
32	15,460,703	18,570,542	18,721,041	32	TOTAL RESOURCES	20,094,120	20,094,120	О 3	32

FORM LB-31

### **DETAILED EXPENDITURES**



General (Name of Fund) Jackson County Library District

		Historical Data	1			Budget	Budget for Next Year 2019-2020		
	Actu		Adopted Budget		Expenditure Description				4 !
	Second Preceding	First Preceding	This Year			Proposed by	Approved by	Adopted by	
	Year 2016-2017	Year 2017-18	Year 2018-19			Budget Officer	Budget Committee	Governing Body	$\bot$
1				1	PERSONNEL SERVICES				1
2	-	-	100,000	2	Placeholder employee 1.0 FTE	-	-		2
3		19,956	117,000	3	District Administrator 1.0 FTE	90,825	90,825		3
4				4	Transition team 4.25 FTE	360,059	360,059		4
5		19,956	217,000	5	Subtotal	450,884	450,884		5
6				6	Fica and Medicare	34,500	34,500		6
7				7	Workers Compensation	3,000	3,000		7
8				8	Unemployment Insurance	9,950	9,950		8
9				9	Health Insurance	50,400	50,400		9
10				10	Retirement contributions	30,686	30,686		10
11		-	-	11	Subtotal	128,536	128,536		11
12	_	19,956	217,000	12	Total Personnel Services	579,420	579,420		12
		19,990	217,000	12	Total Tersonner Services	373,420	373,420		12
13				42	MATERIALS AND SERVICES				13
13				13	IMATERIALS AND SERVICES				13
14	43,045	43,123	60,000	14	Accounting Services	40,000	40,000		14
15	10,300	10,501	11,025	15	Auditing Services	11,300	11,300		15
16	124,392	97,551	76,000	16	Administrative Services	38,000	38,000		16
17	921	930	1,072	17	Bank Fees/Interest Expense	1,072	1,072		17
18	54,573	18,926	50,000	18	Consultant Fees	50,000	50,000		18
19	24,638	, -	30,000	19	Elections	-	-		19
20	13,405	18,779	20,000	20	Insurance	30,000	30,000		20
21	33,816	18,187	20,000	21	Legal Services	50,000	50,000		21
22	305,090	207,997	268,097	22	Subtotal	220,372	220,372		22
23	2,500	2,890	3,500	23	Membership and Dues	5,000	5,000		23
24	2,080	1,072	2,000	24	Office Supplies	5,000	5,000		24
25	1,336	2,207	2,000	25	Postage	4,000	4,000		25
26	9,995	7,660	15,000	26	·	20,000	20,000		26
27	1,445	1,996	2,500	27	Advertising/Legal Notices	3,000	3,000		27
28	17,356	15,825	25,000	28	Subtotal	37,000	37,000		28
29	2.254	2.256	3.600	20	Alama Camina	2.465	2.465		29
30	2,351 419,502	2,356 432,635	2,600 449,940	29 30		3,465 467,937	3,465 467,937		30
31	9,290	432,635	250,000	30		245,000	245,000		31
32	327,354	337,738	380,542	32	Building Repair/Maintenance-Major/B-7's Custodial Services	419,322	419,322		32
33	11,876	11,831	12,000	33	Custodial Supplies	12,600	12,600		33
34				34					34
35	1,092,819	1,069,201	1,605,179	35	Subtotal this page	1,985,116	1,985,116	_	35

FORM LB-31

### **DETAILED EXPENDITURES**



General (Name of Fund) Jackson County Library District

	H	Historical Data				Budget fo	or Next Year 201	9-2020	
	Actu	ial	Adopted Budget		Expenditure Description	Baagee	or received: 201		<b> </b>
	Second Preceding	First Preceding	This Year		Experience Description	Proposed by	Approved by	Adopted by	
	Year 2016-2017	Year 2017-2018	Year 2018-2019			Budget Officer	Budget Committee	Governing Body	$\bot$
1				1					1
2				2	MATERIALS AND SERVICES (CONTINUED)				2
3				3					3
4	6,020	2,552	7,033	4	Landscape Services - Pathway	9,072	9,072		4
5	2,000	-	2,000	5	Maintenance Services - Central Point	2,000	2,000		5
7	53,782	68,649	79,407	6	Security Services	84,791	84,791		6
8	582	=	25,000	7		25,000	25,000		7
9	832,757	896,624	1,208,522	8	Subtotal	1,269,187	1,269,187		8
10	9,521	7,547	30,000	9	Equipment Repair/Maintenance	30,000	30,000		9
11	19,751	=	25,000	10	Facility Furnishing Expense	25,000	25,000		10
12	16,048	11,863	50,000	11	Minor Equipment	50,000	50,000		11
13	114,435	127,607	306,885	12	Computers/Technology	200,000	200,000		12
14	-	25,056	119,922	13	Software/Subscriptions/System Maintenance	50,000	50,000		13
	-	-	-	14	Transition expenses	250,000	250,000		14
15	-	950	500	15	Supplies-Facilities	500	500		15
16	159,755	173,023	532,307	16	Subtotal	605,500	605,500		16
							-		$\Box$
17	4,968,608	5,188,281	5,337,287	17	LS&S (formerly LSSI) Contract	5,966,939	5,966,939		17
18	772,710	813,500	874,182	18	Library Materials	1,314,337	1,314,337		18
19	-	27,258	22,000	19	Comic Con	23,100	23,100		19
20	-	22,871	2,500,000	20	Strategic Plan Initiative	26,500	26,500		20
21	-	13,000	39,000	21	Southern Oregon Historical Society contract	39,000	39,000		21
		,	,	22	Jackson County Library Foundation contract	55,000	55,000		
				23	Branch support	15,000	15,000		
22	5,741,318	6,064,910	8,772,469	24	Subtotal	7,439,876	7,439,876		22
		.,,.	-, ,			, ,	,,		
23	214,589	233,739	240,800	25	Electricity	241,500	241,500		23
24	45,927	40,203	45,000	26	Natural Gas	31,500	31,500		24
25	11,299	12,963	15,000	27	Garbage Services	15,750	15,750		25
26	1,699	1,697	1,500	28	Municipal Assessments	3,550	3,550		26
27	29,666	31,400	32,000	29	Water and Sewer Services	32,550	32,550		27
28	18,173	19,146	18,000	30	Street and Storm Drain Fees	18,900	18,900		28
29	321,353	339,148	352,300	31	Subtotal	343,750	343,750		29
30	321,333	555,146	332,300	30		5-3,730	3-3,730		30
31				31					31
32				32					32
33				33					33
34				34					34
	6 204 040	6.640.202	0.770.546		Contratal this was :	0.500.600	0.500.000		
35	6,284,810	6,648,282	9,770,516	35	Subtotal this page	8,509,989	8,509,989		35

5/6/2019

FORM LB-31

### **DETAILED EXPENDITURES**



General (Name of Fund) Jackson County Library District

		Historical Data				Budget	for Next Year 201	19-2020	
	Acti		Adopted Budget		Expenditure Description		1		-
	Second Preceding	First Preceding	This Year		·	Proposed by	Approved by	Adopted by	
	Year 2016-2017	Year 2017-2018	Year 2018-2019		T	Budget Officer	Budget Committee	Governing Body	+
1				1					1
2				2	MATERIALS AND SERVICES (CONTINUED)				2
3				3					3
4	54,603	52,268	55,000	4	Telecom- Voice and LD	27,000	27,000		4
5	104,595	105,520	105,000	5	Telecom- Wide Area Network	115,500	115,500		5
6	-	20,173	52,000	6	Telecom- Hot Spots	52,000	52,000		6
7	53,550	26,618	28,000	7	Telecom-Internet Services	25,200	25,200		7
8	212,748	204,579	240,000	8	Subtotal	219,700	219,700		8
9	7,864	15,253	16,000	9	Maintenace for Vehicles	16,000	16,000		9
10				10					10
11	150		-	11	Grant Funded Programs				11
12	21,075	2,109	16,700	12	City Participation	16,700	16,700		12
13	138,298	103,924	126,000	13	Hulburt Donations	125,000	125,000		13
14	58,432	67,243	65,000	14	Library Friends Donations	65,000	65,000		14
15	15,516	18,148	6,500	15	Library Foundation Donations	10,000	10,000		15
16	1,448		50,000	16	Library Foundation Donations- Central Point	50,000	50,000		16
17				17	Library Foundation Donations- Medford	100,000	100,000		17
18	2,569	1,709	2,500	18	General Public Donations	2,500	2,500		18
19	4,089	2,174	46,000	19	Oregon Community Foundation	42,000	42,000		19
20	-	, in the second	85	20	EJ Smith Trust Books	85	85		20
21	-		15	21	Gerlock Trust Books	15	15		21
22	34,390	28,370	70,000	22	Ready to Read Grant	70,000	70,000		22
23	370	5,960	5,000	23	Kent Family Trust	5,000	5,000		23
24	2,602	2,774	3,000	24	Carpenter Foundation Books	3,000	3,000		24
25	,	40,118	-	25	Lindberg Estate expenditures	100,000	100,000		25
26		,		26	Gebhard Estate - Central Point	200,000	200,000		26
27	278,939	272,529	390,800	27	Subtotal	789,300	789,300		27
28	7,877,180	8,189,888	11,805,495	28	TOTAL MATERIALS AND SERVICES	10,940,685	10,940,685		28
29	7,077,180	0,109,080	11,003,433	29	TO TAL WATERIALS AND SERVICES	10,940,085	10,340,085		29
30				30					30
31				31					31
32				32					32
33				33					33
34				34					34
35				35					35
-									
36				36					36

FORM LB-31

### **DETAILED EXPENDITURES**



General (Name of Fund) Jackson County Library District

		Historical Data				Budget f	or Next Year 2019	9-2020	
		tual	Adopted Budget		Expenditure Description				_
	Second Preceding	First Preceding	This Year	Expenditure Description		Proposed by	Approved by	Adopted by	
	Year 2016-2017	Year 2017-2018	Year 2018-2019			Budget Officer	Budget Committee	Governing Body	+
1				1					1
2	298,461	257,127	350,000		CAPITAL OUTLAY	250,000	250,000		2
3				3					3
4	-	-	750,000	4	CONTINGENCY	750,000	750,000		4
5				5					5
6	-	2,050,000	2,050,000	6	TRANSFER TO CAPITAL IMPROVEMENT FUND	2,050,000	2,050,000		6
7				7					7
8				8					8
9				9					9
10				10					10
11				11					11
12				12					12
13				13					13
14				14					14
15				15					15
16				16					16
17				17					17
18				18					18
19				19					19
20				20					20
21				21					21
22				22					22
23				23					23
24				24					24
25				25					25
26				26					26
27				27					27
28				28					28
29									29
30				30					30
31	8,175,641	10,516,971		31	TOTAL EXPENDITURES				31
32			3,548,546	32	UNAPPROPRIATED ENDING FUND BALANCE	5,524,015	5,524,015		32
33	8,175,641	10,516,971	18,721,041	33	TOTAL	20,094,120	20,094,120	-	33

### Jackson County Library District 2019-2020 Reserve Fund

### FORM

### **LB-11**This fund is authorized and established by resolution / ordinance number

for the following specified purpose:

on (date) \_\_

### RESERVE FUND RESOURCES AND REQUIREMENTS

'ear t	this	reserve	fund v	will be	reviewe	d to	be	conti	nued	or	aboli	sh
loto i	can	not ho r	mara ti	han 11	) veare	oftor	oct	ablia	hmon			

Review Year:

Capital Improvement Fund (Fund)

Jackson County Library District
(Name of Municipal Corporation)

		Historical Data				Budget	for Next Year 2019	9-2020	
	Actu	al			DESCRIPTION				
	Second Preceding	First Preceding	Adopted Budget		RESOURCES AND REQUIREMENTS	Proposed By	Approved By	Adopted By	
	Year 2016-2017	Year 2017-2018	Year 2018-2019	*******		Budget Officer	Budget Committee	Governing Body	
1				1	RESOURCES				
2					Cash on hand * (cash basis), or				2
3			2,050,000		Working Capital (accrual basis)	4,016,279	4,016,279		3
4					Previously levied taxes estimated to be received				4
5		35,670			Interest				5
6		2,050,000	2,050,000	_	Transferred IN, from other funds	2,050,000	2,050,000		6
7				7					7
8				8					8
9	0	2.005.670	4.400.000	9	Total Dana and a second base of the last and	6.066.270	6.066.270		9
10	0	2,085,670	4,100,000	_	Total Resources, except taxes to be levied	6,066,279	6,066,279	-	10
11					Taxes estimated to be received				11
12					Taxes collected in year levied				12
13	0	2,085,670	4,100,000	13	TOTAL RESOURCES	6,066,279	6,066,279		13
14				14	REQUIREMENTS **				14
15				15					15
16		169,391	4,100,000	_	CAPITAL OUTLAY	6,066,279	6,066,279		16
17				17					17
18				18					18
19				19					19
20				20					20
21				21					21
22				22					22
23				23					23
24				24					24
25				25					25
26 27				26 27					26 27
				28					28
28 29		1,916,279		_	Ending balance (prior years)				29
30		1,910,279	0	30	UNAPPROPRIATED ENDING FUND BALANCE				30
30			. 0	30	ONAL FROFRIATED LINDING FOND DALANCE				30
31	0	1,916,279	4,100,000	31	TOTAL REQUIREMENTS	6,066,279	6,066,279	-	31

### **RESOLUTION: 2018/2019-04**

# A RESOLUTION ADOPTING FISCAL YEAR 2019-2020 BUDGET, MAKING APPROPROPRIATIONS, IMPOSING AND CATEGORIZING TAXES

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

- 1. The Jackson County Library District Budget Committee approved the Fiscal Year 2019-2020 budget on May 3, 2019.
- 2. The notice of this budget hearing (Form LB-1) was published in the Sunday, May 19, 2019, *Mail Tribune*, and posted on the District's website on May 20, 2019.

### BE IT RESOLVED:

1. <u>Adopting the Budget</u>. That the Board of Directors of the Jackson County Library District hereby adopts the Budget approved for Fiscal Year 2019-2020 in the total of \$26,160,399\* now on file at the Jackson County Library District's Business Office in Medford, Oregon.

2. <u>Making Appropriation</u>. That the amounts for the Fiscal Year beginning July 1, 2019 and for the purposes shown below are hereby appropriated:

GENERAL FUND Personnel Services Materials & Services Capital Outlay Interfund Transfers	\$ \$ \$ \$	579,420 10,940,685 250,000 2,050,000		
Contingencies	\$	750,000		
Total Appropriations		<u> </u>	\$	14,570,105
CAPITAL IMPROVEMENT FUND Capital Outlay Total Appropriations Total Appropriations – All Funds	\$	6,066,279	<u>\$</u>	6,066,279 <b>20,636,384</b>
Total Unappropriated Ending Fund Balance			\$	5,524,015
Total Budget			<u>\$</u>	26,160,399

3. <u>Imposing and Categorizing the Tax</u>. That the Board of Directors of the Jackson County Library District hereby imposes the taxes provided for in the adopted budget at the rate of \$.52 per \$1,000 of assessed value for operations, and that these taxes are hereby imposed for the tax year 2019-2020 upon the assess value of all taxable property within the District as follows:

	General government	Excluded from
	<u>Limitation</u>	<b>Limitation</b>
General Fund	\$.52/\$1,000	

<sup>\*</sup>Aggregate sum of budget requirements for all funds.

The above resolution was approved by the adopted this day of	he Board of the Jackson County Library District and declared, 2019.
By:	Attest:
Board President	Recording Secretary
Board Vote:	
Cathy Shaw George Prokop Susan Kiefer Jill B. Turner Carol Doty	

4. The District Administrator is authorized and directed to certify to the Assessor of Jackson County, Oregon, the levy made by the Resolution.

### Director's Report Month Year

### **Hiring and Vacancy Report**

Vacant	Vacated by	Position	Location	Hrs/Wk	Status	Filled	Name	Туре
3/14/19	New Position	Librarian 1	Ashland	40	Filled	6/3/19	Miranda Madro	EXT
3/14/19	New Position	Library Associate 3 (Outreach)	Medford	40	Filled	5/16/19	Marne Kapule	INT
3/20/19	Elanna Erhardt	Librarian 1	Ashland	20	Filled	6/3/19	Anna Runyen	EXT
3/22/19	Laura Kimberly	Assistant Director of Public Services	Medford	40	Filled	6/24/19	Claudine Taillac	EXT
4/16/19	Jacqueline Keating	Library Associate 1	Ashland	20	Filled	6/10/19	Samuel Bautista Jr	EXT
4/16/19	Brianna Levesque	Library Associate 1	Ashland	15	Filled	6/3/19	Brigid Herron	EXT
4/30/19	Vicki Nelson	Library Associate 2	Talent	20	Filled	5/16/19	Athena Allemand	EXT
5/1/19	Jacob Spilman	Library Associate 2	Central Point	20	Filled	6/17/19	Vicki Swart	EXT
5/16/19	Marne Kapule	Library Associate 3 (Children's)	Medford	20	Under Recruitment			
6/1/19	Lucy Trotta	Library Associate 3 (Floater)	Systemwide	20	Under Recruitment			
6/1/19	Wendy Harrop	Library Associate 3	Rogue River	30	Filled	6/1/19	Rebecca Sheets	INT
6/1/19	Rebecca Sheetz	Library Associate 2	Rogue River	29	Under Recruitment			
6/8/10	Jeffrey Whitaker	Library Associate 2	Shady Cove	22	Under Recruitment			
6/9/19	Erica Sanders	Library Associate 3	Talent	34	Under Recruitment			
6/12/19	Esther Mortensen	Librarian 1	Ashland	20	Under Recruitment			
6/30/19	Terii Kilburn	Cluster Manager	Rogue River	40	Under Recruitment			

Director's Report-June 2019

#### Administration

Library Director Kari May worked with Library Technology Consultant Carson Block to provide information after his on-site visit May 1-3. Director May also reviewed the preliminary report from Library Strategies and helped revise the document for distribution to all parties involved. Ms. May attended a meeting of the Rogue River Friends of the Library and received appreciative comments from members.

Ms. May attended the ghost-town Buncom Day Festival on May 25 and donned a book-themed box to participate in the short parade along with Ruch Library staff Thalia Trusdell, Janis Moore-Tipton, and Liz Hampton, as well as Ruch Library volunteers. The book boxes were a hit, and staff distributed a free book to every child in the crowd. The Friends of the Ruch Library hosted a book sale in the old Post Office, and local resident and actor Bruce Campbell emceed the "chicken splat bingo," much to the delight of the crowds.

Director May visited Josephine Community Library District and met with Director Kate Laskey. They shared information about each system and discussed opportunities to increase resource sharing.

Ms. May serves on a subcommittee of the Downtown Medford Association (DMA), which is focused on the Economic Vitality of the downtown Medford area. Branch Manager Terra McLeod and Business Librarian Elanna Erhardt are also involved with the DMA, and each staff person is looking for ways that the library can be engaged with downtown development.

The Safety Committee met and reviewed a reporting format to help analyze incident reports for patterns within a branch as well as across branches. The Committee also discussed WiFi use after hours and what changes, if any, should be made to access.

### Marketing

The Marketing Department is developing a new style guide and preparing for the library's rebranding project. The team has identified Wednesday, September 4, as the best day to unveil the new logo, which will coincide with the fall Event Guide, as well as taking into account opportunities to get maximum exposure both in the community and online.

#### Centennial Celebrations Continue

Anniversary Parties for all Library Branches have been planned. Board members are invited to attend – see details below.



#### Legislative Update

House Bill 2243, updating the definition of a public library, has been signed into law by Governor Brown. The summary from the Legislature reads:

Defines "public library" as public agency providing to all residents of local government unit free and equal access to library and information services that are suitable for persons of all ages.

Defines "public library" as public agency providing to all residents of local government unit free and equal access to library and information services for all residents of local government unit] that are suitable for persons of all ages. Requires State Library Board to establish minimum conditions for public libraries that include financial support from

Director's Report-June 2019

public funds, and] regularly scheduled open hours and that take into account library's service population] reasonable exemptions to libraries with service populations of 2,000 or fewer residents of local government unit.

#### **Support Services**

#### **Business Outreach**

Business Librarian Elanna Erhardt has made connections with Medford, Central Point, and Ashland chambers of commerce. She is working with Central Point Chamber to host the August Greeters. Ms. Erhardt is planning the first Small Business Information Research workshop, which will be held at the Medford Library to begin sharing library resources, and learn more about local business information needs. After establishing the library's presence at larger gatherings, including the Women's Leadership Conference, local chambers, and the Downtown Medford Association, Ms. Erhardt is connecting individually with small business owners who do not participate in these functions. This form of individualized outreach will bring awareness to many more business owners who can benefit from library resources.

#### Outreach to Childcare

The "Spring Into Summer" reading program wrapped up in May. This program includes distributing over 700 free books to children in the community. A comment from one of the Spanish-language sites: "Gracias a ti! Estamos tan contentos de tener libros, eres un ángel que cayó del cielo" [Thank you! We are so happy to have books, you are an angel that fell from heaven"]. Teachers and families at another site were grateful to receive books in the languages of Nepali, Urdu, and Hindi. The Outreach staff have received many thank you cards and posters, underscoring the relationships built between the storytime presenters and the child care children and their teachers.

The Outreach Department hosted a Garden Tea Party for the volunteers on May 4, 2019. The adult garden in Medford was the setting and one volunteer wrote, "I want to come see your library garden now that I know it's there! Thanks again for the lovely party."



#### Digital Services

The two newest associates, Marisa Dixon and Jacob Spilman, started on May 1 and have been shadowing the current team members for training, as well as beginning to work on projects. Both have already been recognized for their go-to attitudes and helpfulness, and Marisa has started converting our stats to a visually appealing format. The new schedule for Branch appointments will begin in early June, which will allow time for staff to begin hosting classes for

Director's Report-June 2019

patrons, be involved in other projects such as Spark Space/ MakerSpace ideas, as well as adding regular appointment times for Butte Falls and Prospect.

#### **Regional Library Report**

Bear Creek Region (Ashland, Talent, Phoenix, Central Point)

Ashland Branch On Wednesday, May 22, the Ashland branch participated in the annual Ashland Reads event run by the Ashland Rotary and sponsored in part by the Friends of the Ashland Library. Every First Grade student in Ashland received a book during this program and attended a celebratory event culminating in a hot dog barbeque. The program is an excellent opportunity to promote the upcoming Summer Reading Program. An article in the <u>Tidings</u> quoted Ashland Children's Librarian Lyn Heerema: "The event is 'a special day for them, an honor, a real boost that makes them feel special and also promotes literacy, plus it's a great community gathering. It gives kids that little bug that can turn into an amazing treasure.""

**Talent Branch** kids made great progress with the *1,000 Books Before Kindergarten* program: 34 kids received a free book for passing the first 100-book threshold. Three children have climbed past the 500 book mark, and 10 more have read 300 plus books. The Talent Library Club Friends group has agreed to pay for additional new books to be awarded at the midway and finish points. May also saw another successful Strategy Board Game Event held on May 4th with a Star Wars theme. More than 40 people showed up to learn and play the more than 40 games that have been donated to the Talent Library.

**Phoenix Branch** hosted a Rainbow Storytime for the LGBTQ+ community and their friends. Nine people attended, listened to stories, and decorated cupcakes. To celebrate Pride month, Library Associate Lori Wilson will lead another Rainbow Storytime on Saturday, June 1. Attendees will create a collective art project to display at the Library for the month of June, as well as a craft to take home.

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

At the **Ruch Branch**, 33 people attended the "Birding in the Applegate" program on May 4. Local birder Anne Goff led the program and introduced birding, showed pictures of birds taken at Applegate locations, and demonstrated her birding vest. The group then headed out to spy some birds. The Ruch School next door had many varieties at their numerous bird feeders, and the participants were rewarded with all the clues they needed for their "bird bingo" cards.

Rogue River Branch and Rogue River Friends of the Library hosted the Kingston Trio—Tales and Tunes. Seventy people attended a very enjoyable concert. Trio members Bob Haworth, John Hollis and Andrew Brock presented many of the Trio's most popular tunes along with fascinating tales about the group. Library Associate Rebecca Sheetz led a rock painting program for adults and children.

**Gold Hill Branch** celebrated Moms of all kinds, natural, and adopted, with movies about mothers: *Divine Secrets of the Ya Ya Sisterhood, The Blind Side,* and *Lion*. The book club held a very active conversation about this month's book, which is also about mothers, *The Memory Keeper's Daughter* by Kim Edwards. Book displays featured a celebration of Haitian culture, and the authors of the month Arthur Conan Doyle and Mary Pope Osborne.

**Jacksonville Branch** hosted several class visits, including two kindergarten classes. Branch Lead Laurel Prchal read a selection of books, including a favorite *Did You Take the B From My Book* by Beck Stanton. Children had great fun when omitting the letter B from all the words.

**Applegate Branch** enjoyed a local display of origami and paintings created by local artist Joan Kennedy. The Butterflies and Moths program with Bugs-R-Us favorite John Jackson was a successful May programming selection.

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

**Prospect Branch** hosted two craft days, May 10 and 11, to make Mother's Day gifts. Smokey Bear visited on May 29. The meeting room is getting more use, including a group of card players that meets there every other week, and the Prospect Fire Department that holds their monthly meeting there. The two book sales held last month made enough money to provide all the Summer Reading prizes for Prospect.

**Butte Falls Branch** is also gearing up for Summer Reading. Their Friends hosted two book sales in May and raised enough money for Summer Reading prizes.

The **Eagle Point Branch** participated in two outreach opportunities: Kindergarten Roundup at the Hillside Elementary School; and the Eagle Point Friends booth at the Grange Bazaar, which took the place of the Eagle Point Vintage Faire 2019. Staff at both events signed up new card holders and shared information on library services. In late May, all of the first grade classes in Eagle Point toured the library, arriving on the "Big Yellow Library Bus." Teachers and students look forward to this annual event, at which students receive a free book and hear all about Summer Reading events. Historian Bill Miller presented "Voices of the Modoc War," including visuals of military transcripts, letters, magazines, newspapers, and memories of Modoc survivors.

Smokey Bear visited the **Shady Cove Branch** on May 17 to lead a special storytime and craft. Local residents, the Nielsons, presented a program titled "Gunslingers," highlighting the lives of Billy the Kid and Doc Holliday.

The **White City Branch** was very busy during May. Table Rock Elementary School brought five classes over for Library tours, and Smokey Bear made a storytime visit. The soft opening of the Spark Space took place on Saturday, May 18. Children are enjoying the interactive educational wall units, light table, Blue-Bots, Mini Speros, WeDo Legos, and Huion Drawing

Tablet. The Grand Opening is scheduled for June 8, including a ribbon cutting hosted by the Upper Rogue Chamber of Commerce.



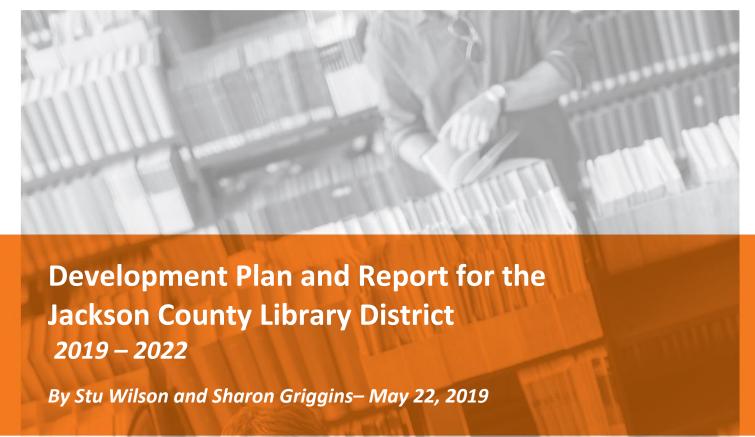


#### Medford Cluster

**Central Point Branch** library staff member and artist Susie Gabumpa hosted a *Discover the Joy of Painting* workshop during which attendees watched an episode from the legendary PBS television show *Joy of Painting*. The 12 participants ranged in age from 7 to 70. The idea for this program came from the Teen Advisory Board, and all the supplies were provided by the Central Point Friends of the Library. The Spark Space Coordinator Ellen McCarthy visited 10 local middle school classes, sharing information about Summer Reading and Spark Space programs being offered this summer, including Lego Mindstorm and WeDo classes.

Central Point hosted seven local elementary class library field trips. Students learned about summer programs, received their own library cards, and listened to stories. During the month, 74 library cards were issued for these visits. Everyone's favorite part was getting to see the after-hours book drop and practice returning a book to the library.







# Development & Fundraising Plan for the Jackson County Library District 2019 – 2022

## **Introduction & Background**

The Jackson County Library District ("Library"), in Jackson County, Oregon, consists of 15 library branches plus website and online resources. Free to all residents of Jackson County, over 1.6 million Library items were checked out last year, and on average, 60,000 people visit the branches each month. In 2014, the voters of Jackson County approved the formation of a Special Library District. With dedicated funding, the Jackson County Library District is now an independent unit of local government and is governed by five elected Library District Board Members. The library operations contractor is Library Systems & Services, LLC (LS&S).

The Library is supported by 16 independent, private organizations – 15 Friends groups supporting each branch, and the Jackson County Library Foundation, working to support the entire District. Broadly speaking, the missions of the Friends groups are to support their individual branch, while the Foundation's mission is to secure resources to strengthen innovation and literacy in the community. The Foundation manages donated funds to grow library programs, build the collection, enhance library buildings, and create new opportunities to meet the changing needs of the community.

In January of 2019, the Jackson County Library District engaged Library Strategies to explore possible new directions and options for their Friends and Foundation to increase effectiveness and enhance the resources provided by its support organizations. The process included a review of background materials, interviews with leadership of the District and support groups, and a six-hour facilitated retreat with key stakeholders.

The following report by Library Strategies outlines options and recommendations for the future directions of the Library's support organizations. As with any plan, changes will occur once implementation begins. Items will need to be added or dropped, or timelines and goals adjusted. The plan, then, is a framework for action, which should stand as a flexible guide for your efforts and activities. It is recommended that the Library administration—working with the Library board, the Foundation board, and Friends organizations—review and update the recommendations and directions periodically.

## **Executive Summary**

Overall, Library Strategies found that the private support groups – the Foundation and 15 Friends groups that exist to support the Jackson County Library District – provide excellent support to the Library and have the potential for greater impact in the future.

#### Our key recommendations are:

- The Foundation and Friends are not at a stage to consider a merger. Further
  collaboration and cooperation are recommended, as well as the building of
  fundraising and infrastructures, before a merger could perhaps be revisited (in 5
  years?)
- A stronger systemwide vision and purpose for private support needs to be developed and disseminated.
- The roles of all the organizations and groups across the system should be clarified, perhaps through a systemwide memorandum of understanding.
- Regular and ongoing communication among the Friends, Foundation, Library and District should be improved.
- The Foundation should be strengthened especially by growing and diversifying the board and its leadership, and by growing annual operational funding.
- The Friends groups should be strengthened especially by systemwide support and communication across the groups.
- Financial and fundraising reporting across all private groups needs to be improved and standardized.
- The Foundation primarily should focus on growing individual, unrestricted funds through the annual campaign, and increased promotion of planned giving.
   Recognition of donors, especially major donors, also needs to be advanced.
- Consider a more systemwide and systematic approach to promotion and coordination of Friends membership programs, and to building new leaders at Friends groups.

## **Assessment and Findings**

Prior to recommending strategies or a plan for fundraising, Library Strategies conducted a series of processes to more fully understand the development situation in the Library District. From these processes the following findings and assessments emerged, which helped shape the recommendations and strategies that follow.

#### **Library Funding and Management**

The Library experienced a severe budget crisis approximately 10 years ago, but thanks to the creation of the Library District, funding is on a much stronger footing. From the budget cuts, LS&S was hired to manage the Library and continues to do so. However, the contract for services ends in June, 2020, and the Library District is exploring options for managing the Library into the future. The District Board expects a seamless transition with little to no impact on patron and user services.

While most of these challenges are behind the Library and a bright future is ahead, the difficulties in budgets and management led to considerable confusion and lack of clarity for fundraising. Additionally, budget difficulties on the public side tends – in the long term – to make it harder to raise private funds (who wants to give to an institution that is failing?). Perceptions about both the budget and management of the Library persist, and although factually less and less relevant, strong messaging in the future about the healthy state of the Library today will help fundraising by both the Foundation and Friends groups.

#### **Telephone Interviews**

Thirteen phone interviews with members of the District Board, Friends, Foundation and Library were conducted prior to a retreat to help identify issues, challenges and opportunities. These confidential interviews provided valuable insight into current attitudes and opinions on the Library, fundraising, and possible collaborative efforts. A list of the questions asked during the interviews is included in the appendix.

Telephone interview findings include:

• Some Friends groups are in good shape, but many others are struggling to attract members and raise funds.

- The Foundation has made significant advances in recent years but is struggling to attract board leadership and develop a stronger identity.
- The roles of the Friends, Foundation and District are confusing. There is very little communication between these entities which leads to misunderstandings and distrust.
- There is a lack of coordination and collaboration between the Friends and the Foundation. Sometimes these groups act at cross-purposes, as in accepting larger gifts and bequests that would be more appropriately placed at the Foundation.
- Many groups are open to the idea of collaborating with the Foundation and other
   Friends organizations on fundraising activities.
- The Friends groups value their independence, and at this point, are not interested in a merger or consolidation with the Foundation and other Friends.
- There is a lack of focus in messaging that pertains to fundraising. Groups are unclear about what the Library needs and specific projects that can be supported by private dollars.
- There are significant fundraising opportunities, but there is confusion about how to approach them.

#### **Review of Documents and Financial Statements**

Library Strategies conducted a review of the support groups' financial statements, bylaws and operations. In general, the financial statements and governing documents we reviewed were in good order. However, the financial statements were not in any standard reporting format, and it was concerning that not all groups were able to produce their bylaws and financial records quickly and easily. This also makes it difficult to fully judge the impact of all of the groups on the Library. Although not a major concern, this is an area that should be addressed in the next few years.

In terms of revenue and fundraising success, the records do not extend back many years, and the Foundation's success has come in only the last few years. Thus, at this point, it is difficult to assess the kind of trend data that allows one to better project fundraising success in the future. Nonetheless, and encouragingly, the private support groups in recent years have been generating significant revenue from their fundraising efforts.

We estimated the following for annual revenue, library support and total assets in the last few years. Again, these estimates are based on incomplete data, and are not deep in historical records. Our findings:

- Together, all of the Friends groups have annual revenue of approximately \$150,000.
   However, only 2 groups (Medford and Ashland) account for about 80% of this income, totaling approximately \$120,000 annually.
- It is difficult to determine accurately, but the Friends groups in total provide at least \$65,000 in support annually and perhaps as much as \$155,000 in recent years. The District currently budgets for \$65,000 in support, but it seems that some groups also may provide direct support to the branches without flowing through the District. It is worth noting that a few groups provide gifts from their reserves as well as from their annual fundraising efforts.
- The great majority of Friends income comes from used book sales, followed by membership dues, and interest/investment income.
- It is difficult to judge accurately, but from the numbers we were given, we believe that the accumulated assets of all 15 independent Friend organizations are approximately \$600,000. These assets are largely in the hands of four Friends groups, built largely from bequests and planned gifts (probably about 90% of the assets are held by these groups Medford, Ashland, Jacksonville and Rogue River).
- For the most recent complete year, the Foundation had revenue of approximately \$150,000, and granted \$179,000 to the Library. Again, the latter figure is larger than revenue due to gifts from accumulated fundraising efforts or reserves. The Foundation's income came from the following: \$66,000 in donations, \$65,000 in grant support, and \$19,000 from endowment/investment income.
- Foundation assets and investments currently are approximately \$1.3 million.

Thus, ballpark figures for private support in the most recent year we have figures, for throughout the Library system, total:

- \$1.9 million in total assets held by the private support groups
- \$305,000 in annual fundraising income from all sources
- \$235,000 to \$325,000 in total private support provided to the Library

Additional funds and trusts originally from bequests and other private gifts are also held by the District, and these investments also generate annual income. However, the District currently encourages that all future private contributions be given to the Foundation or appropriate Friends group rather than directly to the District.

While the numbers for private support need to be confirmed over longer periods of time and with better record-keeping, they are nonetheless impressive given the system's size. This is a strong indicator of the potential for significant fundraising success in the future.

#### Workshop/Retreat

On March 30, 2019, a six-hour retreat for District, Library, Friends and Foundation stakeholders was held at the Medford Library. The purpose of the retreat was to present information on best practices in fundraising and private support organization management, as well as to explore the support organizations' roles and structures for the future. An agenda for the retreat can be found in the appendix.

The goal of the workshop was to develop a realistic direction for the Library's support groups. The workshop was designed to build camaraderie and collaboration among the groups as well as to arrive at consensus and buy-in to the direction determined.

The workshop began with participants discussing the vision for fundraising, answering the question "Why are we raising money for the library?" The group came up with reasons centered around the need for libraries to provide access to information for people who are homebound or homeless, improving academic achievement for students and providing a local gathering place in their community. There were many questions about what the Library's needs are and how campaigns could be built around those needs. Other issues raised included more collaboration between the Friends and the Foundation, getting more information on the Library's needs and then building a campaign around those needs, and more common messaging about the Library.

The facilitators then presented information on the roles of support organizations, best practices for Friends and Foundation, and fundraising basics.

In the afternoon, information on contributions from the Friends and Foundation in 2018 was shared with the group. There was more discussion about the challenges that the Friends and Foundation are facing—declining membership, recruiting younger members, developing new board leadership, and building identity in the community. The group brought up difficulties in

working with the Library on marketing programs and events as well as how to get more publicity for their activities.

The workshop ended with a group discussion on ways the Friends and Foundation could be more effective at raising support from the community. The ideas raised included:

- getting more information from the Library on its needs,
- doing a special fundraising event for the Library, and
- funding common programs that would be offered at branches throughout the system.

During the final portion of the workshop, participants were asked what changes they would make in the next three to six months. The group came up with many good ideas for increasing membership, soliciting funds, breaking down the silos between library volunteers and Friends, changing the way the Presidents' Forum operates, and improving communication with the Library, Foundation and other Friends groups.

There was a positive feeling among the participants at the end of the workshop and it was evident that they had begun to think about how they could make changes to the way they operate. This is not to say that their problems were solved, but it was a solid first step to more collaboration and communication between the Library, District board, Friends groups and Foundation.

## **Vision and Overarching Goal**

As one of the participants at the workshop said simply: Libraries are important. The fundraising vision for the Jackson County Library District in the next three to five years, is fairly clear:

- 1. Increase private support for the Library, especially for enhancements both systemwide and at individual libraries
- 2. Increase fundraising revenue
- 3. Build internal structures, leadership and governance
- 4. Improve communication and collaboration among the Friends groups, Foundation, Library and Library District

In undertaking this assessment, Library Strategies was also charged with examining the possibility or wisdom in merging the Friends groups and Foundation. We believe that a merger of the organizations ultimately would benefit all of the visions and directions above, but that that vision is at least 5 years in the future. Each of the groups needs to work toward further collaboration and trust among all groups before the vision of one overarching private support group should be revisited.

## **Recommended Strategies**

#### Clarity of Roles, Responsibilities and Fundraising Vision

Across the Library District, there is a fair amount of murkiness around the purpose and vision for fundraising, as well as the roles and responsibilities for various organizations and individuals. From this, the following steps are recommended:

#### Purpose/Vision for Fundraising

The Library District should develop a clearer vision for private fundraising. How are private funds to be used? What are the major areas to be supported with private dollars? What are goals for fundraising? Ideally this is a short statement of the need and purpose of private support and how it relates to public funding. This then can be used by the Foundation and Friends to craft clearer messages for supporting the Library through their own organizations. (There are sample fundraising vision statements from library foundations in the Appendices.)

#### • Library Director role

A firmer determination of the Library Director's role working on fundraising should be set. The Director should sit as a non-voting member of the Foundation's board and be actively involved in supporting the Foundation and providing clear requests for Foundation gifts. While it isn't possible for the Director to be in direct contact with all Friends groups, the Director should regularly communicate with the groups, occasionally attend Presidents' Forum meetings, and set clear guidelines for the local library staff liaisons in working with the Friends. Overall, the Library Director is an important figure for effective fundraising for the Library.

#### Clarity of Foundation and Friends Roles and Responsibilities

Although there seems to be general understanding of roles among the groups, more clearly stating the responsibilities may build understanding and collaboration in the

future. This can be done informally but developing a clear memorandum of understanding (MoU) among the Foundation, Friends and Library may be the easiest way to bring greater clarity and eliminate misunderstandings. If a MoU is used, it is recommended that it be reviewed and agreed to annually by every organization involved. (See sample MoU in the Appendices.)

#### Improved Communication Among Friends, Foundation, Library and District

In recent years, there has been a lack of communication, clarity and even trust between the various library groups. Much of this is understandable given the history of the Library over the last decade. But as the Library enters a new era, there are a number of simple steps to further communication, and hopefully collaboration, among the Library and Library supporters:

#### • Regular Meetings with Library, Friends and Foundation

There should be an annual (or semi-annual) meeting of all the Library's support organizations and the Library Director to discuss plans and goals, share information, and explore new ideas. This could be a half-day retreat where all the groups could come together and feel a sense of empowerment and common purpose.

#### Library Director Shares Monthly Report

The Library Director will create a monthly report that will include news about library programs and services, stats on circulation and door counts, and other relevant issues. This report will be circulated to the District, the Foundation, and all Friends groups.

#### Messaging and Public Awareness

To strengthen the case for private support of the Library, key messages and a short "case statement" should be developed for Friends and Foundation members and others who must describe the role of fundraising and why the Library needs help. The messages need to be concise and compelling.

A realistic public awareness plan for fundraising and membership campaigns should be developed. This effort needs to be created in collaboration with the Library, Foundation and Friends groups. It should also include social media efforts, connections with local media, and collateral materials such as posters, bookmarks, etc.

#### **Strengthen the Foundation**

In the last few years, under the Foundation's previous direction, the organization made clear strides forward in both organization and in its fundraising efforts. Library Strategies recommends the following as ways to further strengthen the Foundation internally, which ultimately should allow the organization to increase fundraising success:

#### • Clarify the Foundation's Role

The Executive Director and Board should continue to define the Foundation's role as a support organization for the Library. It should agree upon areas of responsibility—handling major gifts, bequests, grants and corporate sponsorships—and communicate those clearly to stakeholders in the community.

#### Create a Fundraising Plan and Calendar

The Executive Director, with input from the Library Director and Foundation board, should create a fundraising plan and calendar that will include solicitation mailings, events, and all other activities to raise support for the Library. This plan should be coordinated with Friends group activities.

#### Work with the Friends

The Executive Director and Board need to develop a good working relationship with the Friends groups to build trust and be most effective in raising funds from the community. Financial and donor information should be shared. Friends should know about any system-wide fundraising effort undertaken by the Foundation and how they could support it.

#### Board Development

For the Foundation to be successful in fundraising, it will need to recruit a larger and more diverse pool of board members. In the next year or two, the Executive Director and the current board leadership should start recruiting two to three new people each year who fit more of the "influence/affluence" profile, and less of the "library-lover" profile. There are solid and dedicated people currently on the board, but it will be important to start recruiting new members who understand and are excited about fundraising. (See sample board recruitment matrix in the Appendices.)

#### Consolidate Record-Keeping

The Foundation should maintain donor databases and track its annual fundraising history, to get a better picture of giving and other income trends. The Foundation

should also share financial (not donor information) records with the Friends, the Library and the District.

#### • Include the Library Director in Foundation Board Meetings

It is a best practice among library foundations to include the Library Director as an *exofficio*, non-voting, member of the board. The Foundation Board should invite the Library Director to all board meetings now, but also move to change the by-laws to include the director as a non-voting member of the Board. The Foundation also may want to consider having a representative of the District Board, typically the president or president's designee, sit as a non-voting member of the Foundation board.

#### Foundation Operational Funding

The Foundation has grown large enough to have staff, yet its annual fundraising is not robust enough to provide annually for both staff and other operational support and provide meaningful support to the Library. This can be rectified through short-term support from the Library, an increased focus on unrestricted donations which may be used to support the Foundation's own costs, seeking out additional operating support through grants or corporate giving, and strong financial management including maintaining a reasonable cash reserve at the Foundation – or a combination of these approaches.

#### **Strengthen the Friends Groups**

With 15 Friends groups of varying sizes capacities, it is difficult to paint a systemwide approach to the organizations. Additionally, at this juncture, there appears to be little desire for a merger or consolidation of the Friends or the Friends with the Foundation. That said, Library Strategies believes that a rising tide will lift all Friends' boats, so that further collaboration, communication, communal support, and cooperative endeavors can help most, if not all, of the Friends systemwide and allow the groups to provide more support to the Library.

#### Restructure Presidents' Forum Meetings

Currently the monthly Presidents' Forum meetings are used to report out on the activities of the different Friends groups. A more effective use of this time might be to dedicate every other meeting to discuss and collaborate on common problems and challenges the Friends groups are facing— issues like increasing membership, partnering in the community, recruiting new board leaders, raising identity and awareness of the groups, etc. Ideas such as creating a common membership application and dues structure could also be explored in detail at these meetings. Additionally, some

meetings or portions of meetings could be effectively used for training in these or other areas.

#### Attracting/Retaining Members

Increasing membership and finding new leaders are common, inter-related problems with many of the Friends groups. The groups should first take a close look at their operations to see if there are any practices that could be a barrier to new members. Are the meeting times convenient for people who work or have young children? Are dues or volunteer obligations a barrier?

Planning an annual or semi-annual Friends membership drive that is coordinated and run throughout the system might be a cost-effective way to create more awareness and attract new members. This could be coordinated with the Library and/or Foundation. A common application could be used at all the branches (with an option for dues or no dues offered). Bookmarks promoting Friends membership could be inserted in all checkouts, posters could be displayed, publicity on Friends activities could be coordinated with the media and in social media.

The Friends groups should consider having more simple social events in the community. This would be a welcome break for both new and old members. Consider having a Friends Happy Hour at a local bar or café a few times throughout the year. Feature the Library Director as a special guest at one of the events.

Finally, as mentioned earlier, having more focused training on how to recruit and retain new and more diverse leaders might prove useful.

#### • Standardized, Required Reporting

Currently, Friends groups do not gather information nor report it in any standardized way to the Library (or Foundation). A simple, standard method of reporting on budgets and fundraising efforts would allow the system to promote and advance the work of the Friends across the District. It would also allow the Library to know that all financial affairs were well managed and provide support where needed. Standardized reporting would allow the District to accurately track private contributions, further foster systemwide support for Friends, and enable the Foundation and Library to more broadly promote the impact of Library giving.

#### Cooperative Endeavors

Together with the Foundation, and perhaps beginning as a discussion at the Presidents'

Forum, the Friends should look to create more cooperative activities to either raise money or their profile. For instance, a systemwide Friends week could be strongly promoted, including a membership drive. Other libraries also have coordinated fundraising activities, such as a night when local restaurants give 10% of their sales if the Friends are mentioned. This could be promoted across the District if each Friends group got one or more restaurants to participate. These are just a couple of examples where each group might benefit if all were participating in a coordinated effort, some of which could also involve the Foundation.

#### **Fundraising Priorities**

Most of the recommendations and strategies outlined above are structural or organizational which provide a strong basis for long-term fundraising success. Below, we outline the areas for greatest direct fundraising impact in the short-term over the next three years:

#### **Individual Giving and Personalized Annual Campaigns**

This is the area of fundraising that should get the highest priority and focus, and it should be an activity of the Foundation (with support where possible from the Friends). The Foundation has already begun this process, but the future focus would include expanding the annual campaign, segmenting and targeting major donors, analyzing results, adding a spring appeal, and more activities outlined below:

#### 1. Strengthen the year-end appeal starting in 2019

The following tactics can be implemented beginning with the first few of the following in 2019, and then adding other tactics each year until a full-fledged structure is in place:

- In the fundraising materials, use a tiered structure of donation asks (I.e., \$35, \$50, \$100, \$250, \$500, \$1,000), with "premiums" or special recognition at higher gift levels. For example, a \$100 gift would receive a 10% off coupon at a Friends bookstore or other local bookstore, and donors giving at the \$500 level or above would be members of the "Donor Society" and invited to special annual recognition event. Also, make sure that the "ask" is for unrestricted gifts. It is okay to list the kinds of activities the gifts support, but not having checkboxes as that commits the Foundation to a specific, restricted use.
- The fall campaign begins with a letter/brochure mailing to all individuals on the current list in early November. A second letter, postcard mailing, or email reminder would be sent in early December to prospects who haven't given yet.

- All letters should be either personally signed and/or have a short personal note added (a letter writing party for board members can work well to accomplish this). If possible, board members should write notes or sign letters to people they know.
- Identified, potential major donors (\$250 or \$500 gift or above?) would receive a call from a board member in early December if they haven't given by that date.
   A phone bank evening for board members for an hour or two can be an easy way to make this fun. A script for the calls can help in making these calls.
- Each board member should provide a list and contact information for at least 10 new donors and sign fall campaign letters to those individuals.
- Foundation and Library websites and social media would highlight the fall campaign messages from October through December.

#### 2. Develop a second, spring appeal to individual donors

Consider a second, smaller campaign in the spring, but be sure it does not conflict with a special event or Friends membership solicitations. Typically, this is a simple mail campaign, with less personalization. You may also choose to make this an ask for a broadly defined restricted gift identified as a need by the Library, in part to encourage fall campaign donors to make a second gift, for example, to specifically support the summer reading program.

#### 3. Expanding the solicitation list

Although there already is a prospective donor list, names and contact information for potential new donors should also be a focus. This can be done by having sign-up sheets at every Foundation/Library event, having contact information at the bottom of evaluation forms, simple raffles where entrants have to provide contact information, or asking every Board member to bring in a new list of potential donors to add to the list. Whenever appropriate, Friends groups and the Foundation should also be willing to share lists.

#### 4. Create an annual recognition society/event and cultivate donors regularly

A key to successful annual campaigns is retention of donors from year to year, especially major donors. A basic strategy to do this is to have a major giving society where significant annual donors are recognized (for instance, giving a total of \$500 or \$1,000 or more in a calendar year), and each year are invited to a special event just for society members. Planned givers also are often included in the donor society (or sometimes they have their own separate society if there are a critical mass of members to have two societies).

The recognition event can be a relatively simple event, like "bagels with the director," or more elaborate, such as an author talk at a luncheon. It may be worthwhile to seek out a sponsor, such as a wealth management firm, if the event is more elaborate or costly. Strategically, it is best to hold the event in the early fall, a month or two before the first fall solicitations go out, so the event is fresh in donors' minds when they receive the new request.

In addition to a special recognition event, the Foundation should also be aware that ongoing donor cultivation, especially of major donors, is important. Inviting donors, or potential donors to attend Library events is an easy way to cultivate and get to know donors, as well as to show off the great work of the Library. Holding a modest donor reception before a Library program once or twice a year and inviting major donors is an easy way to do this. Also, asking board members to reach out to a donor or new prospect and invite them to an event is a effective way to foster donor relationships.

#### 5. Personal thank yous

In addition to a recognition event, personal thank yous can increase retention rates. This can take the form of a short, signed note on the thank you/receipt letters, but even better, and especially so for major donors, a thank you call is a good idea. This can be a quick call, and it is fine to leave a message, to just say "thanks" – no solicitation involved.

#### 6. Ensure segmentation of your database and "asks" in the future.

As your campaigns grow, you'll also want to segment the donors in your database, and make slightly different asks for the different segments. For example, major donors (those in your donor society) would get a slightly different letter highlighting their past support, with a longer personal note. Another common segmentation is a separate, targeted letter to donors who gave in the past, but not the previous year, so the letter would ask them to return as a contributor. For all levels of donations, if it is possible to use your data to personalize the letter, and list what they gave the previous year, with a request to give this year at the next higher level, that also can increase donations.

On the flip side of this, people in the database who have not given for a number of years (3-5 years?) should no longer be solicited annually. They should be kept in the database for use in a capital campaign, or perhaps another special request every 3-4

years, but if they are no longer giving regularly, they probably are unlikely to give and soliciting them is probably a waste of resources. It may be worth one final special appeal to them before you stop soliciting them for a gift.

#### **Planned Giving & Bequests**

Expand the promotion of planned gifts and create more robust structures for recognizing these types of gifts. Make sure these efforts are coordinated between the Foundation and Friends, ideally with the Foundation spearheading the effort. (Although potential donors should be aware that they can leave a gift to support a particular library).

There currently is some promotion of planned gifts by the Foundation, as well as some gifts received in the past by the Friends and Foundation. But, in addition to this start, this area of fundraising could be advanced in a number of ways. These include:

- Creating a compelling brochure with short messages and accompanying promotion on the website and social media.
- Holding an annual recognition event for planned givers.
- Promoting planned gifts and memorials on a regular annual schedule, typically in the
  first half of the year to not conflict with fall giving. Ideally, all Foundation
  contributors, special event attendees, and Friends members should be reminded
  once a year (mailing, social media, Library newsletter, etc.) that there are planned
  giving opportunities for the Library.
- Any new planned gifts should be celebrated and promoted through the Library, and
  if larger, through the media (assuming this is acceptable to the donor or donor's
  family).
- Ask that all Foundation board members consider making a planned gift. An easy
  way to encourage board members is to remind them that having the Foundation
  listed as beneficiary on an insurance policy is a relatively simple way to make a
  planned gift.

#### **Corporate and Foundation Support**

Overall, Library Strategies found that the Foundation has been on a good course for Corporate and Foundation grant support – the Spark Space being a good example. We

do not have any significant additional recommendations in this area. The avenue to continue to pursue is to work closely with the Library to identify significant projects of interest to potential donors, and then conduct solid research and build ongoing relationships with foundations and corporate funders to secure support in the future.

#### **Special Events**

Special events, such as galas and walkathons, can bring in substantial support and have significant marketing impact if done well. However, to be successful, special events depend on a strong base of donors, a focus on fundraising goals, and require significant volunteer or staff time (which often goes unaccounted for in the return on investment).

Thus, Library Strategies recommends that the Foundation, Friends and Library continue to build their fundraising efforts for a few years, as well as their board and other infrastructures before launching a new special event. In 2-3 years, if the Foundation continues to develop, the organization could look at models for successful events. In particular, there is potential for a countywide event in which the Friends could also participate. But, once again, we recommend further donor and organizational growth before starting a process to look at a fundraising event.

#### **Standard Friends Memberships and Brochures**

Currently, Friends membership levels are not matched across the system and membership brochures are created locally. Library Strategies suggests that a coordinated system with the same Friends membership levels and benefits across the system, and use of a brochure template for all Friends brochures, would make it more effective for the Library and the Foundation to promote Friends membership systemwide (for instance on the website), and provide a stronger systemwide message coming from all of the Friends. Additionally, for most of the Friends, a brochure template or standardized brochures from the Foundation or Library could both improve the materials and relieve a burden of producing and updating materials from Friends groups.

#### Online & Social Media

The Foundation has a good website and the Library's website has a Friends page with links to the Friends groups (mostly Facebook pages). This is a lower priority, but in the next three years all of these website and other social media connections should be reviewed and updated. New directions, such as phone apps, should also be explored.

Perhaps the biggest area of improvement is on the Library's website, where the Foundation does not appear to be mentioned – when it should have a relatively prominent link on the home and other pages. Similarly, one has to seek out the Friends page on the Library's webpage, and this page and other Friends connections should also be more prominently featured by the Library in its social media.

#### **Other Recommendations**

be supported.

In addition to more direct fundraising and Friends/Foundation infrastructure building above, Library Strategies recommends the following:

Follow-up Counsel and Professional Development for the Foundation
 Library fundraising in support of a large public institution, working with Friends groups,
 and connecting to multiple boards is complex and can take considerable time to fully
 engage and embrace. Since the Foundation's Executive Director is new to library
 fundraising, Library Strategies strongly recommends that the Foundation support
 ongoing professional development. This might be in general areas such as board
 management and best practices in nonprofit fundraising, but a focus on library-based

As the Foundation Board grows and develops, the members also should be required to engage annually in professional development activities, particularly in the area of fundraising and individual giving, as well as financial management, board management and administration, public relations and marketing, and the future of public libraries.

fundraising, such as attending the International Library Fundraising conference should

If desired, Library Strategies can provide additional resources in this area, including ongoing counsel, coaching or training for the Foundation Director, and potentially, the Foundation Board. This option might be especially helpful in the next year. Library Strategies would be glad to discuss the nature and extent of services that might be offered or prove useful.

## **Conclusion**

Across the Library District, there is a strong and enthusiastic base of private support for the Library. Substantial funds are raised and contributed annually. The Foundation has grown

significantly in recent years, and overall is on a good course. Many of the Friends groups are on solid, excellent footing, and while some of the smaller groups are challenged, the level of volunteer support through the Friends is impressive. Additionally, after experiencing deep budget cuts and service cutbacks, the relatively new Library District has resulted in increased and stable public funding for the Library, which should allow for increased private support to follow.

From some of the difficulties of the past decade, there are challenges for the private support groups. Perhaps primary is building stronger communication, collaboration, and trust among the Friends, Foundation and the Library. Developing closer working relationships and understanding, combined with a vibrant vision for private support, are fundamental to advancing the work of all the organizations.

Library Strategies' recommendations and suggestions outlined in this report are intended to move the Foundation, Friends and Library forward in their fundraising efforts in the next three years. We believe that there are major opportunities and growth ahead, although some fundamental best practices in fundraising will need to be addressed. In all cases, the recommendations in this report should be addressed openly and transparently and modified as needed to ensure they are realistic and work for the organizations involved. The system as a whole and each library and support organization are unique, and solutions and directions need to address these unique, individual situations.

Libraries are indeed important, and we believe, transform lives and communities. The private support organizations across the Jackson County Library District are advancing the Library's critical work, and they have a bright future ahead in growing and sustaining library service throughout the county.

## **Appendix A: List of Phone Interview Questions**

#### **Phone Interview Questions**

- 1. Tell me a little about your connection to the Jackson County Library District or your local library:
- 2. Briefly, what is your overall impression of the Library District and/or your local library? What does it do particularly well? Where could services be improved?
- 3. For private fundraising, what do you perceive as the Library's biggest weaknesses or challenges?
- 4. In the next three years, what do you believe are the Library's biggest opportunities to increase its fundraising income from private sources?
- 5. There are 15 local branch Friends groups in the library system. What the biggest challenges facing your local Friends and the system's Foundation? How can they improve?
- 6. What kind of support would help the Friends do more for their library?
- 7. Do you think there are opportunities for more coordinated fundraising, or cooperative work across the Friends groups, for the whole system including the Foundation? If yes, what might that look like?
- 8. Would a merger of the Friends and Foundation work in Jackson County? If yes, what would you like to be sure is maintained for your local Friends and local library?
- 9. Is there anything else you think it would be helpful to know in assisting the Library System with future fundraising or the Friends and Foundation in the next three years?

## Appendix B: Workshop/Retreat Agenda

The retreat on March 30 was attended by approximately 30 individuals, including representatives of almost all of the Friends groups, Foundation board members and staff, District Board members, and the Library Director and staff.

### **JACKSON COUNTY LIBRARY DISTRICT (JCLD)**

#### Friends & Foundation Fundraising Workshop

Facilitated by Stu Wilson and Sharon Griggins Saturday, March 30, 2019, 9:30 a.m. to 3:30 p.m.

#### **AGENDA**

9 to 9:30 am	Gather – Coffee and welcome		
9:30 to 9:45	Introductions		
9:45 to 10	Goals and Outcomes for the Workshop  • What would you most like to be different or change? (if anything)		
10 to 10:45	<ul> <li>Best Practices in Library Fundraising</li> <li>The Roles of Friends, Foundations and Public Libraries</li> <li>Fundamentals: Fundraising Areas and Approaches</li> <li>Common Models for Friends and Foundations</li> </ul>		
10:45 to 11	BREAK		
10:30 to 11:45	<ul> <li>Overview of Current Fundraising in the Library District</li> <li>Overview of Current Activities and Findings from Background Review</li> <li>Opportunities, Challenges and Strategic Issues in JCLD Fundraising Efforts</li> </ul>		
11:45 to 12:30 pm	LUNCH		
12:30 to 1:45	<ul> <li>Facilitated Discussion: Building the Plan for Increased Support</li> <li>What is your vision for fundraising? Your goals?</li> <li>Where does JCLD need to build capacity or restructure to advance fundraising? What is the resource commitment to fundraising?</li> <li>Are there related areas, such as marketing, vision, and project development that need enhancement to advance fundraising?</li> <li>In what fundraising areas can the Library see the biggest return on investment in the next 3-5 years? What is doable?         <ul> <li>Increases in current activities</li> <li>Possible new directions</li> </ul> </li> </ul>		

1:45 to 2	BREAK
2 to 3	<ul> <li>Setting Priorities for Friends, Foundation &amp; Development in the Next 3 Years</li> <li>The fundraising focus in 2-4 lead areas</li> <li>Defining commitment of needed resources</li> <li>Building the Friends and Foundation across the system</li> </ul>
3 to 3:30	Next Steps and Final Comments
3:30 pm	Adjourn

## **Appendix C: Suggested Timeline & Responsibilities for Development Strategies**

RECOMMENDED STRATEGY	TIMELINE	CHAMPION OR
OR APPROACH		RESPONSIBILITY
The Foundation focuses on growing individual, unrestricted funds through the annual campaign, and increased promotion of planned giving.  Recognition of donors, especially major donors, also needs to be advanced.	Fall 2019 and ongoing: Focus on improving fall campaign. First half 2020: Improve planned giving, and recognition of donors	Foundation Director, with strong support of the Foundation Board
The Foundation is strengthened by growing and diversifying the board and its leadership, and by growing annual operational funding.	2 <sup>nd</sup> half 2019, and annually thereafter	Foundation Board President, and Board as a whole – with the support of the Foundation Director
Regular and ongoing communication among the Friends, Foundation, Library and District is improved.	Begin 2 <sup>nd</sup> half 2019 and then ongoing	Initially, Library Director spearheads. With support from District and Foundation
The Friends groups are strengthened – especially by systemwide support and communication across the groups.	Begin discussions 2 <sup>nd</sup> half 2019, with plans for improvement in 2020	Friends Presidents' Forum plans, with implementation support from Library Director and Foundation Director
Consider a more system-wide and systematic approach to promotion and coordination of Friends membership programs, and to building new leaders at Friends groups.	Planning 2 <sup>nd</sup> half 2019 through 1 <sup>st</sup> half 2020 – then implement any changes for fall 2020	Friends President's Forum plans, with support from Library Director and Foundation Director
The roles of all the organizations and groups across the system should be clarified, perhaps through a systemwide memorandum of understanding.	Begin 2 <sup>nd</sup> half of 2019 - ensure completion by end of 2020	Library Director, with input from District Board, Foundation Director, Friends Forum
Financial and fundraising reporting across all private groups is improved and standardized.	Begin 1 <sup>st</sup> half 2020 – first standard reports submitted 1 <sup>st</sup> quarter 2021	Library Director/Library District Staff

A stronger systemwide vision and	Begin 2 <sup>nd</sup> half of 2020	Library Director, with
purpose for private support needs to be		input from District Board,
developed and disseminated.		Foundation Director,
		Friends Forum
Review and reconsider a merger or	2024	Foundation Board and
closer partnership of the Friends groups		Friends Presidents'
and Foundation		Forum

## **Appendix D: Sample Annual Coordinated Fundraising Calendar**

MONTH	ACTIVITIES
ON-GOING THROUGHOUT THE YEAR	<ul> <li>LOCAL FRIENDS BOOK SALES/MEMBERSHIP</li> <li>CORPORATE SPONSORHIP &amp; GRANT WRITING RESEARCH         <ul> <li>SOLICITATIONS BASED ON DEADLINES</li> </ul> </li> <li>KEEP WEBSITE, SOCIAL MEDIA, PR MATERIALS CURRENT</li> </ul>
JANUARY	<ul> <li>ANNUAL CAMPAIGN THANK YOUS</li> <li>EVALUATE SUCCESS OF ANNUAL CAMPAIGN</li> </ul>
FEBRUARY - MARCH	<ul> <li>DISTRIBUTION OF MEMORIAL &amp; TRIBUTE BROCHURE OR INFORMATION</li> <li>PLANNING FOR SPECIAL EVENT IN SPRING – CONFIRM SPONSORSHIPS</li> </ul>
APRIL - MAY	TARGETED SPRING MAILING AND CAMPAIGN
JULY	DISTRIBUTION OF PLANNED GIVING BROCHURE AND MATERIALS
AUGUST	FINAL PLANNING FOR ANY FALL DONOR RECOGNITION OR OTHER EVENTS
SEPTEMBER	<ul> <li>DONOR APPRECIATION AND RECOGNITION EVENT</li> <li>FINALIZE PLANS FOR ANNUAL CAMPAIGN AND MAJOR GIVING</li> </ul>
SEPTEMBER - OCTOBER	BEHIND-THE-SCENES ORGANIZATION OF ANNUAL FUNDRAISING CAMPAIGN
OCTOBER-DECEMBER	<ul> <li>ANNUAL FUNDRAISING MAIL CAMPAIGN</li> <li>DIRECT, PERSONAL SOLICITATIONS TO MAJOR DONORS</li> </ul>

### **Appendix E: Sample Library Foundation Visions**

The Foundation is an independent, nonprofit organization that acts as a catalyst for libraries to strengthen and inspire their communities.

Even in a city that loves its libraries, public funding isn't enough for libraries to provide all the important resources that residents seek. The Library depends on the Foundation to support those resources. The Foundation invests in libraries because we believe that libraries are essential to strong communities.

\_\_\_\_\_

The Foundation is an active community of supporters whose mission is to build awareness, appreciation and support for our world-class library.

The Foundation raises resources for vital programs such as Teen Tech Squad and Homework Help, as well as initiatives like engaging readers of all ages and expanding early learning environments. Together, Library and Foundation envision a library system that ensures every person has the opportunity and resources to read, engage, graduate, work, and learn.

The Foundation is a diverse community of individual and individuals, families and institutions who love our Public Library and work to make it exceptional. We champion free public access to information, resources and opportunities for all people. We envision the future of our libraries as robust centers of 21st Century literacy, economic opportunity, life-long learning, discovery and community life.

The Foundation helps the Library build its collection and resources, offer programs for patrons of all ages and better serve the needs of our community. We do this by securing and managing donations from individuals, businesses and foundations to support the Library above and beyond what public funding provides.

The Foundation is a committed community of leaders, learners and innovative achievers dedicated to supporting and empowering one of our city's greatest resources – the Public Library.

Gifts to the Foundation fund the library's award-winning programs that open little ones' eyes to the wonders of books, the delights of story time and the enchantment of puppet shows. They provide after school programs and state-of-the-art Studio spaces that invite teens to stretch their minds and explore their creativity.

Gifts also advance Library collections and resources. Books, movies and music – whether tangible or digital – are the true heart of the library. Gifts to the library fund the Civil Rights Room, Special Collections and enhance the library's collection of more than 2 million books and materials.

## **Appendix F: Sample MoU**

#### MEMORANDUM OF UNDERSTANDING

among and between the

## Generic Library District, Friends of the Generic Library, and the Generic Library Foundation

The following will constitute an operating agreement between the Friends of the Generic Library (Friends), the Generic Library Foundation (Foundation) and the Generic Library District (Library). Once approved by the boards of the three organizations, it will stand until and unless it is modified by mutual agreement of the boards of the three organizations. The boards of all three organizations agree to review this memorandum annually.

The missions of the Friends and Foundation are to raise funds and public awareness in the community, and provide other resources, to support the services and programs of the Library. As non-profit, 501(c)(3) organizations, however, both the Friends and Foundation legally separate, and distinct entities, and not a part of the Library.

The Friends and Foundation are also legally distinct organizations, governed by separate boards. With parallel missions in support of the Library, both groups are committed to supporting and sustaining the work of both organizations.

**The Library** agrees to include the Friends and Foundation in long-term planning processes to ensure that both organizations are included and aware of the goals and direction of the Library, as set by the elected Library Board.

**The Library** annually agrees to share with the Friends and Foundation the Library's strategic initiatives and discuss with how their resources and support might help forward these initiatives.

**The Library** agrees to supply the Friends and Foundation with a request each year that indicates the anticipated Library initiatives needing their support.

**The Library** agrees to provide the Friends and Foundation with modest, reasonable support to assist them with book sales, meeting coordination, promotions and publicity, and special events, and other activities. The appropriate level of staff support, which will not reduce or alter public library service, will be determined by the Library Director, in consultation with the Friends and Foundation boards.

**The Library** agrees to provide appropriate public space for Friends and Foundation membership, fundraising and promotional materials.

**The Library** agrees to provide the Friends with space in the Library for book storage and sorting, book sales, and office needs. The Library agrees to provide both the Friends and Foundation with meeting space. In all cases, the use of Library space by the Friends and Foundation will not take precedence over

Library operations or regular use of the spaces by the public. The use of Library space by the Friends or Foundation, will be determined by the Library Director, in consultation with the Friends and Foundation boards.

**The Library** acknowledges that both the Friends and Foundation are independent organizations, and as such, donations to the Library from either organization will be determined by their respective boards.

**The Library** agrees to encourage all private donors to make their gifts to either the Friends or Foundation as is appropriate.

**The Library Board** agrees to allow room on their meeting agendas for a report from either the Friends or Foundation, if requested by either president at least one week prior to the meeting.

The Friends and Foundation agree to publicly support the Library and its policies.

**The Friends and Foundation** agree to respect the privacy of Library patrons.

The Friends and Foundation agree to include a member from the library's administration as a non-voting presence at all board and membership meetings and to allow room on the agenda for a Library report if requested in advance.

The Friends and Foundation agree that any and all monies raised will be spent for Library programs, services, and other needs defined by the Library, or for their operations, unless otherwise agreed to by both the Friends and the Library. The Friends and Foundation will only support initiatives approved by the Library Board or determined by the Library Director.

The Friends and Foundation agree that the Library Board has the final say in accepting or declining any and all gifts made to the Library. If a donor to either the Friends or Foundation makes a gift with a restricted purpose at the Library, and the Library Board accepts such gift, the Library will abide by the restrictions set forth by the donor or the support organizations. When possible, the Friends and Foundation will consult with the Library Director before accepting any restricted gifts on behalf of the Library.

The Friends and Foundation agree to create and maintain appropriate policies and procedures to assure strong financial stewardship of their resources, the privacy of their donors, appropriate acceptance of donated gifts, and other matters as required by law or that are standard non-profit best practices. Additionally, both organizations agree to submit annual reports as required by local, state or federal law, and both organizations will make their financial records available for review if requested by the Library.

**The Friends and Foundation** agree that if either organization ceases to actively fundraise and promote the Library, the particular organization involved will disband or merge with their counterpart organization. If either organization disbands or dissolves, any assets they hold will be transferred either to the other organization or the Library.

The Friends' primary roles and responsibilities will be to raise funds through book sales and membership dues (generally less than \$100). The Friends may develop additional activities, such as a Library volunteer program, advocacy, public awareness, programming and small scale fundraisers in consultation with the Library Director and the Foundation.

**The Friends** agree to coordinate all activities, and especially fundraising activities, with the Foundation. Friends membership campaigns, in particular, will not interfere with and will be coordinated with Foundation annual or other major campaigns.

**The Friends** will support the work of the Foundation, including sharing of their membership rosters for fundraising campaigns and volunteering and Foundation events, as reasonably requested by the Foundation.

**The Friends** will encourage donors wishing to set up endowments or permanent funds in support of the Library to make their contributions to the Foundation.

**The Friends** will allow one representative from the Foundation to serve as a non-voting member of their board.

**The Foundation**'s primary roles and responsibilities will be to raise funds through annual campaigns; work with major donors, corporations and foundations; planned giving; for capital projects; and major special events. The Foundation may develop additional activities, such as advocacy, public awareness, and programming in consultation with the Library Director and the Friends.

**The Foundation** agrees to oversee any endowments or permanent funds that are created to support the Library. Additionally, the Foundation will accept grants or other gifts requiring a non-profit status, that go directly to support Library needs. The Foundation will bear any administrative costs associated with maintain or accepting funds on behalf of the Library.

**The Foundation** agrees to coordinate all activities, and especially fundraising activities, with the Friends. Foundation fundraising campaigns will be coordinated with Friends membership activities.

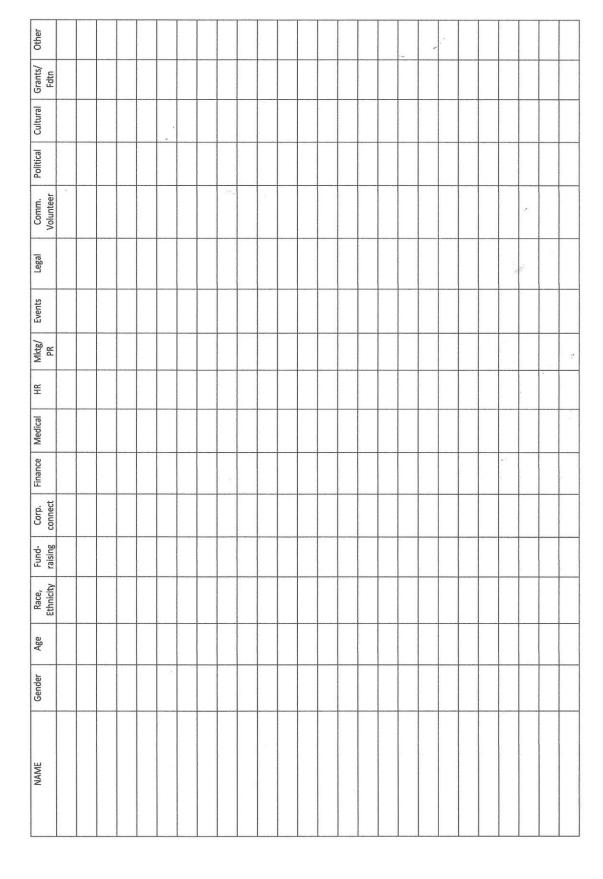
**The Foundation** will support the work of the Friends, including publicizing major Friends' activities to Foundation donors, as reasonably requested by the Friends.

**The Foundation** will allow one representative from the Friends to serve as a non-voting member of their board.

Approved by the Generic Library Board on	
Approved by the Board of the Friends of the Generic Library on	
Approved by the Board of the Generic Library Foundation on	

# **Appendix G: Board Recruitment Matrix**

# **BOARD MEMBER ATTRIBUTES – current and possible recruits**





# **Medford Comic Con 2019 Summary Report**

The 5<sup>th</sup> annual Medford Comic Con (MCC) held on April 27 and 28, 2019, attracted more than 9,000 attendees, including a significant number of JCLS cardholders (79% of attendees). This report looks at outcomes of the Comic Con in relation to goals and initiatives set by the staff.

MCC is dedicated to promoting and fostering lifelong learning, connecting people, and celebrating family and community. Its 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. The goals and tactics below tie in to this overarching mission.

#### Goal 1: Increase library cardholders in Jackson County

**Objective**: Increase the number of new library card registrations by 50% from 2018.

#### Result:

- 2018 had 56 new card holders
- 2019 had 70 new card holders

Two-hundred and fifty limited edition 5<sup>th</sup> Annual MCC Commemorative Library Cards were created for the Comic Con. **Forty-one new library cards** were registered at the Medford Library during the event and an additional 71 new library cards were registered system-wide during the weekend. In total, **143 Commemorative library cards were issued** to new card holders when replacements are included in the count.

#### Tactic: Create limited edition art prints and additional swag for cardholders

Create incentives for patrons to flash their library card in exchange for swag. Limited edition designs were created for both workshop presenters, Adrienne King and Peter Teiryas. These art prints and stickers were available only at times of their workshops or events. Over 300 stickers and posters were given out.

Special posters and coloring sheets of the new MCC logo were printed for vendor, Junie Maupin, to sign at her exhibit table and attendees to enjoy.

#### Tactic: Work with local businesses to provide incentives for cardholders

Engage local small businesses to attract Comic Con attendees and encourage participation in the local economy through discounts and incentives. Promotions such as "happy hour prices", and Comic Conthemed mixed drinks at local bars and breweries were intended to help increase the number of people willing to walk throughout downtown to purchase food, coffee, and drinks:

- Howiee's on Front: Offered all day drink specials both days and they had about 6 cocktails all superhero themed for library card holders/attendees of MCC
- Misoya: Agreed to 11am-2pm happy hour food prices on both Comic Con days
- Grape Street offered: 2-4pm \$10 special, 4-6pm \$1 off well wine, \$2 off appetizers, 10pm-close \$1 off well wine

• Zombie Escape Room offered \$10 off for all library cardholders during the event. No one took them up on the offer, preferring to pay the \$30.00 because it was convenient, indicating that the incentive was not sufficient to compel people to sign up for a library card.

Post-event survey results show that the further away businesses were from MCC event grounds, the more the weekend behaved like any other weekend. However, most businesses were very supportive and showed a greater interest in participating in the event next year. Comments included:

- My businesses are bars and a high-end restaurant, so there's very little effect on us in general. But please don't stop doing it. We need things for all ages and all kinds of people in Downtown Medford.
- Great job to all who worked on it!:) -Rogue City Comics
- We didn't get much business because I signed us up seven days before the event. If it were sooner I'm sure we would have done better and I have high hopes for next year. Thank you for all the work you do!
- Our hotel has offered discounts for out of town guests travelling for Comic Con and have seen no
  interest. It's important to get this set up at least 6 months in advance and publicize the option on
  social media and the web site if this event is to have impact on our local hotels.
- Pretty legit for a free comic con!

In sum, the impact of MCC for downtown Medford businesses holds great potential. What is needed is additional support to implement a plan earlier, no later than the fall prior to the event. The new Business Librarian is in a prime position to lead this effort.

#### Goal 2: Raise the profile of the Library in the community

**Objective**: To raise the profile of the Library through marketing and partnerships.

**Result**: Over 7,000 people visited the MCC page on the JCLS website during the week of the event, and over 15,000 from January 1—April 30. Live tweeting of the weekend more than doubled the Tweet impressions from the prior month (from 15,400 in March to 34,800 in April) and increased profile visits and mentions by over 60%. Eighty-seven local businesses interacted with MCC via social media.

#### Tactic: Utilize social media and website to promote MCC from January through event

MCC posts on the JCLS Facebook and Instagram accounts had the highest impression and engagement rates of the month. Facebook advertisements reached over 12,000 people.

What to do in Southern Oregon (WTDISO) was hired as well for the MCC-specific Facebook, Twitter, and Instagram accounts. Along with posting information about MCC on Facebook and their own website, WTDISO also organized local Superhero appearances including scavenger hunts started online.

#### Tactic: Partner with local businesses to take part in the festivities

#### **Exhibits and Food Vendors**

MCC Planning Committee's target was to have at least 80 exhibit vendors and food trucks participate in this year's event. This year **87 Vendors and Food Trucks** were placed across from the library off S. Central and 10<sup>th</sup> Streets, as well as in the Medford Library 1<sup>st</sup> and 2<sup>nd</sup> floor, and RCC HEC building.

#### **Sponsors**

JCLS sought to maintain the same number of sponsors and donors in 2019 as in 2018, mainly for inkind services. In 2018, Comic Con had 42 sponsors and donors that contributed \$28,000 in both funds and in-kind services. 2019 results fell slightly short of this mark, with sponsors and donors providing cash and in-kind services estimated at \$26,800. The Friends of the Medford Library provided more funding for MCC 2019 than in 2018.

Sponsors who donated funds, gift cards, and in-kind products or services for 2019:

#### Cash Donation

- Friends of the Medford Library
- Travel Medford
- Blackstone Audio
- United Way
- Jackson County Library Foundation

#### **In-Kind Donations**

- RCC/SOU
- Astral Games
- Travel Medford
- What To Do In Southern Oregon
- Central Art Supply
- Rogue Disposal
- Pronto Print
- Inn at the Commons
- Jackson County Roads
- Immortal Spirits
- Starbucks
- Burger Spot
- Ashland Food Co-op
- Kid Time
- Paisans Pizzeria
- Rogue Hair Design
- Jackson Creek Pizza

#### **Southern Oregon Geocaching**

Southern Oregon Geocaching (SOGeo) hosted a Geocaching event both days, hiding "geocaches" through the event grounds and within the Library to encourage people to visit all of the MCC events and areas. After finding all the geocaches, 275 participants were rewarded with special edition Geocaching Coins. The Geocaching event has always been very popular, and this year saw an increase in participation from the 2018 total of 150.

#### Goal 3: Support the JCLS Mission: Learn, Connect, Grow!

**Objective:** To extend MCC's reach throughout the community and beyond.

In 2018, staff relied on door counts as a measure of attendance. However a daily count was not obtained. Estimated attendance number varied between 10,000 and 15,000.

**Result**: This year staff used the daily door count as well wrist bands to estimate attendance more accurately. Efforts were made as well to get counts of workshop attendees and experiences.

#### **Tactic: Utilize Fair-style wristbands**

Volunteers and staff distributed colored wrist bands at building entrances, the outside information table, and throughout the event. Totaling up the number of wristbands distributed helped to deduce event participation. Using the door count and wristband counts together as measures, it appears that just under 10,000 people attended the two-day event. Staff, security, and janitorial services observed that approximately the same amount of people attended the event last year.

#### Wristbands given out:

Saturday	5087
Sunday	3755
TOTAL	8842

#### Door Counts for the Medford Library:

Saturday	5205
Sunday	4058
TOTAL	9263

#### **Tactic: Increase Informational Workshops and Panels over 2018**

A total of 52 Workshops attracted 2524 attendees in 2019, compared to 30 workshops and panels held in 2018 (attendance numbers were not taken). Events included Panels, Presentations, Photo Ops, Celebrity appearances, Sketchamonium, and a Video Game Time Vortex from throughout Oregon and out of state. These workshops were provided by businesses and participants, as well as guest celebrities and passionate hobbyists.

#### Highlights:

- Sketchamonium was a passive program hosted by Central Art Supply. The Adams room also showcased the Fan Art Contest, gave space for people to sketch and color, and hosted a Make Your Mark wall. The room averaged about 30 continuously revolving people participating or viewing art at all times during open hours of the event.
- Video Game Time Vortex showcased 34 vintage consoles and video games ranging from 1976 to 2014. The room averaged about 40 continuously revolving participants playing video games at all times during open hours of the event, which estimated approximately 200 new participants each day at the Vortex. Consoles, televisions, and room monitors were all loaned by Southern Oregon Retrogramers (local group) and Kurt Liedtke (who is involved with Klamath Falls Library as well).
- Other Workshops with attendance over 20: Superhero Karaoke, Pokémon League Cup
  Tournament (\$10 charge to participate, free for observers; 19 paid, 30 watched), Photo Ops
  with Star Wars stage setting and characters, On Novel Writing, Life After Voltron, LARPing
  Demos (Savagelands and SCA), Intro to Improv, Southern Oregon Geocaching, Finch Robots,
  Dear Evan Hansen, Paint and Sip, Cosplay for Beginners, Behind the Scenes: The Magic of FX,
  Adrienne King: Up Close and Personal, Peter Tieryas, All Things Anime

#### Tactic: Engage families in literature and sustain previous year's attendance.

In 2018, the Children's Department transformed into Harry Potter World. This year the Children's department expanded to the "Kingdom of Stories", which included Percy Jackson and the Olympians, Alice in Wonderland, Narnia's Wardrobe, Harry Potter's Butterbeer, and the general fandom of pirates. While more diverse stories were represented this year, they did not have quite the draw of last year's Children's Event of Harry Potter. Harry Potter appealed to a broader age group.

An estimated (through supplies purchased and used) approximately 1200 - 1500 people participated in the Kingdom of Stories:

- 744 "Godly Parent" cards were given out and Adventure Beads made during the event.
- "Alice's Drink Me" potion station had a constant stream of people and was popular with families.
- 1200 cups of Butterbeers were served.
- Approximately 400 people visited the Ice Queen in the Wardrobe of Narnia and received a Turkish Delight, which was more popular than expected.
- "A Story Written on Books" display over the bronze gates averaged about 136 attendees who assisted in creating the story written on the books. The books will be displayed again during special events and future Cons.

#### **Tactic: Community Participation through programming**

#### **Costume Contests**

The objective was to improve upon last year's numbers of 60 participants per day and a total of 240 in the audience per day. The goal was exceeded: 87 entries participated over both days for the Costume Contests. DCast, a local Disney podcast group, hosted both contests. Estimated audience numbers were at least 280 per day, and the costume contest was definitely a major draw.

#### Saturday

Children	20
Family	15
Villain & Antihero	2
TOTAL	37

#### Sunday

Teens	20
Adults	15
Groups	15
TOTAL	50

Costume Contest winners received a bag, books on CD, and a t-shirt donated by Blackstone Audio, a custom 3D printed trophy created and donated by Astral Games, and MCC stickers and pins.

The results show that the costume contest is still one of the most popular highlights of MCC and has outgrown the designated space.

#### **Art Contests**

Central Art Supply partnered with the Medford Library to organize and host both a MCC Logo Contest and a Fan Art Contest.

MCC Logo Contest: The primary objective of the logo contest was two-fold: involve local artists, and select a permanent logo for MCC. The contest received between 30 and 50 submissions. Local resident Junie Maupin, the winner of the MCC Permanent Logo Contest, submitted a design unanimously chosen by the MCC planning committee.

The prizes for winning the permanent logo contest were outlined in the contract with Central Art Supply:

- Swag Gift Bag and \$100 Gift Card from Central Art Supply for the first year
- Courtesy samples of all items the logo is used on for the first year (except banners)
- Free Vendor Table for the following 5 years at MCC
- Online promotion of Vendor Table for the following 5 years at MCC
- Online promotion of graphic design business (if applicable) for first year
- Recognition on Sponsor list online and on official banner (personal logos may be submitted for Sponsor recognition)

<u>Fan Art Contest</u>: The objective of the Fan Art Contest was to continue the popularity of the contest from the previous year. There were 44 submissions in 2018. The submissions included 45 pieces of artwork, with three winners in five separate age groups. It was the most popular Fan Art Contest to date.

#### **Name Our Superhero Contest**

The objective was to engage the community in naming the new MCC superhero, with a minimum of 50 people participating. Participants chose from a selection of names in a survey posted via social media. The result was more than double the number of hoped-for responses, with 120 responding.

- 48.7% agreed the new superhero name is **Lexicon**! (Lexi for short)
- 19.3% voted for The Con Crusader
- 16% voted for The Crimson Bookmark

#### Initiative: Engaging community involvement through Volunteers

The objective was to match the number of volunteers to assist with Comic Con that worked in 2018, or 100 volunteers per day. The actual number fell short of that goal, but Library staff greatly appreciated the services of the **80 registered volunteers** that helped make the 5<sup>th</sup> annual Medford Comic Con run smoothly. Volunteers did a variety of jobs: Greeters, Floating Helpers, Workshop Hosts, Human Signs, Set-up/Take-down, Capacity Monitor, Costume Contest Organizers, and various jobs in the Kingdom of Stories. Volunteers also used MCC19 as a means to fulfill school community service requirements.

All volunteers and Workshop hosts received a thank you gift that included a POP figure, MCC swag, chocolate, and bags donated by Travel Medford.

The success of MCC19 was due to the efforts of family members, staff, Friends of the Medford Library, and the Foundation volunteers who stepped in to fill the gaps of the low volunteer turnout. Thank you for your help; it was greatly appreciated!

The low volunteer turnout shows a great need for a designated volunteer coordinator who can begin recruiting earlier and manage the volunteers throughout the event.



MCC2019 Team



### Foundation Director's Report - June 2019

#### **Library Strategies Report**

The Foundation Board is setting up several meetings to evaluate, discuss, and plan following the receipt of the final report from Library Strategies. More information will be available at the next District meeting.

#### Foundation/Library Collaboration

Kari May and I have set bi-weekly meetings to facilitate collaboration. We are currently working on a few projects including possible grants for program expansion.

There is a community block grant and a couple of private grants we are in discussion about. This would help fund additions and updates to several of the library branches as well as the services JCLS provides the community.

Kari May and I are working on an annual report template that can be used by the Friends of the Library, the Library Foundation, and Library Services to create uniformity in the presentation of all entities going forward. The first report will come out in October.

#### **Estate Planner and Investor Outreach**

After making several phone calls to estate planners, I was advised to send a formal letter to each and to schedule a follow up to discuss further. Letters were sent out May 30, 2019. The letters discussed providing their client options for bequests, the benefits of supporting their local libraries, and tax considerations. I will be scheduling follow ups for the end of June and early July.

#### **White City Spark Space Grand Opening**

The White City Spark Space grand opening and ribbon cutting is June 8, 2019 from 12 to 4 pm. Invitations were sent out in May. Three Foundation Board members will be in attendance to give out Bristle Bots and help kids put them together. The Bristle Bot kits, recognition plaque for major donors, and refreshments and decorations are ready for delivery and set up. Patti Proctor, Elisabeth Campbell, and I will be setting up on Friday, June 7, 2019. It will be a great event thanks to all the hard work of committee members and staff.

I will report on outcomes at the District Board Meeting.

#### Signature Event/Bi-Annual Appeal

I am putting together a proposal for a Foundation signature event. I will present it to the Foundation Board for review and vote and will update the District Board about the decision upon board approval.

One of the recommendations made by Library Strategies is to do an appeal twice per year. I have prepared a summer appeal to be sent out the first of July (assuming Foundation Board review and approval). I am positive it will draw some new donations, create more foundation awareness, and increase unrestricted funds.

Sandy Boatright

Sandy Boatright, Executive Director

Jackson County Library Foundation

# 2020 Transition Monthly Update – June 2019

Project Name 2020 Transition

Project Manager (PM) Lisa Marston, District Administrator Date 06/13/2019

Note: Phase I ends with a Board decision. Phase II will implement the Board's decision.

#### ✓ = Task complete

Task	Responsible	Status	End Date
HR/Staffing – Phase I			
a. Retain employment law attorney	PM, Legal counsel	<b>'</b>	03/13/2019
b. Deliver legal opinion to Board	PM, Legal counsel	<b>'</b>	04/09/2019
c. Provide HR/Staffing recommendations to Board	PM, Legal counsel	<b>V</b>	06/30/2019
d. Board decision on HR/Staffing transition	Board	On track	07/31/2019
✓ Met with SDAO HR Manager on 6/7/2019			
Launch HR Manager Recruitment by 6/27/2019			
Board consensus on HR transition plan by 7/11/2019			

Person(s)

Task

#### **Facilities**

a.	Contact Jackson County Legal Counsel	Legal counsel	<b>✓</b>	02/08/2019
b.	Meet with FFA Architecture/County re: space assessment	LD, PM		06/19/2019
c.	Meet with cities and other entities, then County	Legal counsel, PM	On track	06/30/2019
	✓ Met with all 5 cities; spoke with out-of-state entity by phone			
	No response from school district			
d.	Draft leases, deeds, and agreements	Legal counsel	On track	06/30/2020
e.	Board to approve leases, deeds, and agreements	Board	On track	06/30/2020

#### Technology/IT Support - Phase I

a.	Procure and contract with IT consultant	PM	>	03/24/2019
b.	Submit Technology Survey to IT consultant	Tech Ctte	<b>/</b>	04/30/2019
C.	Carson Block Consulting (CBC) site visit (May 1-6)	Tech Ctte	<b>/</b>	05/06/2019
	✓ Received and reviewed site notes (2 of 2)			
d.	Preliminary report and recommendations to Board	CBC	On track	07/31/2019
e.	Final report and recommendations to Board	CBC	On track	08/31/2019
f.	Board decision on Technology transition	Board	On track	09/12/2019

#### **Communications (internal/external)**

a.	Issue monthly 2020 Transition reports	PM	On track	06/30/2020
b.	Implement first quarterly communication with LS&S	Board, LS&S	Overdue	04/30/2019
	• Postponed – on Board's agenda for 7/11/2019			
c.	Develop external communications plan	Comm Team	Overdue	05/31/2019
	• Postponed – on Board's agenda for 7/11/2019			



June 13, 2019

A System-wide Circulation Subcommittee consisting of Terii Kilburn, Patti Proctor, Laura Kimberly, Leigh Blair and Ashley Johnson met to consider Jackson County Library Services' use of Unique Management Services (UMS). Currently, UMS provides JCLS with two main services: Patron Notification Mailings and Material Recovery.

**Patron Notification Mailings.** UMS handles the creation and mailing of notifications for patrons who have chosen mail as their notification preference. These notifications include billing for lost JCLS items, fines incurred on their patron account because of lost or damaged materials, items being held for the patron, and overdue item reminders. At the time of this report mailings cost \$0.63 each.

Material Recovery. UMS material recovery service takes effect once a patron has a materials charge greater than \$25 on their account for longer than 60 days. Once a patron account is activated (or "placed") with UMS, their Gentle Nudge® Process begins. See attached Timeline of Letters and Phone Calls. Part of this service includes skip tracing to keep JCLS records current, as well as patron bankruptcy status updates. The charge for patron placement with UMS is \$8.95.

Staff research showed that in 2018, after the Library went fine free, the number of materials returned to the library increased by 46%. Yet, the number of mailings only increased by 26%. The committee recommends that JCLS continue using Unique Management Services for both materials recovery and notifications.

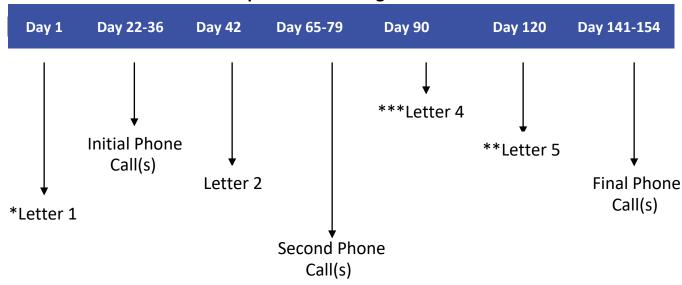
#### **Recommended Cost-Lowering Methods:**

- Raising the reporting threshold to lessen the amount of patron accounts placed with UMS.
- Lowering mailing costs with a system-wide push to update patron accounts to phone, text or email notifications.



# **Timeline of Letters and Phone Calls**

## Unique's Gentle Nudge® Process



<sup>\*</sup>USPS Address Verification (NCOA Processing) prior to mailing.

<sup>\*\*</sup>Additional intensive skip tracing of bad addresses and phone numbers is initiated at day 120.

<sup>\*\*\*</sup>Letter 3 (remaining balance letter) for patrons that reduce their balance, but do not clear their account. This letter can be sent out at any time throughout the process.

## UNIQUE MANAGEMENT SERVICES, INC.

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Ann	ual Recoveri	es: Jackso	on Count	y Librar	y Services	
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ourra	dry 2010 timod	gir way 20 r				
		Material	Increase/			
			_	CI 0/		Takal
Year	Cash Recovered	Returned	Decrease	Change %	Amounts Waived	Total
	\$24,663.58	\$50,058.95	Decrease	Change %	\$8,255.67	\$82,978.20
2016			\$12,057.16			
2016 2017	\$24,663.58	\$50,058.95		24%	\$8,255.67	\$82,978.20
Year 2016 2017 2018 2019	\$24,663.58 \$37,812.38	\$50,058.95 \$62,116.11	\$12,057.16	24%	\$8,255.67 \$7,933.38	\$82,978.20 \$107,861.87

Annua	ıl Circulat	ion Notice cou	unts: Jack	son Coun	ty Libra	ry Serv	rices
Januar	y 2016 thro	ugh May 2019					
Year	Jackson County Bill	Jackson County Fines/Fees	Jackson County Hold	Jackson County Overdue	Total	Increase/	Change %
2016	6,366	3,417	2,928	958	13,669		
2017	7,020	3,716	2,007	758	13,501		
2018	10,296	4,320	1,531	804	16,951	3,450	26%
2019	4,225	1,729	717	326	6,997		

Invoice and Placement totals: Jackson County Library Services				
Janua	ary 2016 through May 20	019		
Year	Invoice - Material Recovery	Placements	Invoice - Circulation Notices	<b>Total Invoice</b>
2016	\$12,485.25	1,395	\$7,872.43	\$20,357.68
2017	\$13,836.70	1,546	\$7,651.20	\$21,487.90
2018	\$13,380.25	1,495	\$10,050.85	\$23,431.10
2019	\$4,448.15	497	\$4,172.65	\$8,620.80
Total	\$44,150.35	4,933	\$29,747.13	\$73,897.48



#### **Library Operations Policies**

**Section 5** 

		Created: 9/10/2015
Policy 5-14	Volunteer Policy	Revised: 4/25/2019
		Approved:

#### I. Purpose

This policy explains the volunteer program parameters for Jackson County Library Services (herein referred to as the "Library" or JCLS).

#### II. Introduction

The volunteer program exists to create a strong link to JCLS communities by engaging a diverse group of citizens to provide support for Library programs and services. The Library regards the active participation of its volunteers as a valuable resource and asset, and is dedicated to training and effectively utilizing their time.

#### III. Recruitment

Volunteer recruitment is conducted without regard to age (see Minimum Age Requirement below), race, creed, color, national origin, religion, marital status, sexual orientation, gender, physical appearance, socioeconomic level, education level, or any other legally protected characteristic. Volunteers assist in enriching programs and expanding services. Volunteers are not used to replace paid employees, and volunteers receive no compensation or benefits from JCLS. Volunteers support library operations with:

- a. Shelving and shelf-reading
- b. Assisting staff with regular and special programs and projects
- c. Preparing books for circulation
- d. Book mending
- e. Providing patrons with library service and resource directions

Individuals interested in volunteering at the Library must fill out an application. Candidates will be accepted based on the Library's project and programmatic needs matched with the candidates' qualifications to meet those requirements as determined during the selection process. The Library may not accept every volunteer application. All volunteers age 18 and over must submit to an interview and background check. This process, at a minimum, includes a criminal background check and a sex offender registry check.

Volunteer Policy Page 1 of 3



#### IV. Confidentiality

All transactions between library users and staff or volunteers are strictly confidential. Volunteers are not permitted to work at the circulation desk or to have access to patron information. Volunteers are not permitted access to non-public areas when not volunteering. All patron transaction are strictly confidential. This includes information regarding what a patron has looked at, asked for, and checked out, as well as any questions asked by patrons at the reference or information desks.

#### V. Harassment

All volunteers, employees and supervisors are strictly prohibited from sexually harassing or making improper advances toward other volunteers, employees, supervisors and patrons. Sexual harassment includes unwelcome or unsolicited verbal, physical, or sexual conduct that is made a term for the condition of service or employment, or has the effect or unreasonably interfering with work or creating an intimidating, hostile or offensive environment.

Harassment on the basis of any protected characteristics or class is strictly prohibited. This includes verbal abuse, physical conduct or showing an aversion to an individual because of their race, color, religion, gender, sexual orientation, age, disability, citizenship or national origin.

Any incident of harassment must be reported to the volunteer's supervisor or the volunteer coordinator as soon as possible. Retaliation for reporting sexual harassment or discrimination will not be permitted.

#### VI. Drug-free Workplace

No volunteer shall report for their volunteer shift under the influence of any controlled substance that is legal or illegal. This policy does not include the proper use or possession of prescribed medications, but volunteers should consult their physician about the medication's effect on their ability to work safely. It is the policy of the Library that smoking is prohibited at all library branches and properties.

#### VII. Minimum Age Requirement

The minimum age to be an independent volunteer with the Library is 14 years old. Minors may only work as a volunteer with signed parental consent. Youth who are 13 years or younger may volunteer if accompanied at all times by a parent or guardian who has completed a criminal background check and is a registered and active volunteer.

Volunteer Policy Page 2 of 3



#### VIII. Safety

It is the responsibility of each volunteer to be alert at all times and report unsafe acts and conditions to their supervisor. Each volunteer will receive safety training from their supervisor and shall adhere to this training. Volunteers must report any accidents or injuries, whether minor or serious, to their supervisor immediately.

#### IX. Leaving the Volunteer Program

Nothing in this policy or in the volunteer's service to the library constitutes a contract or employment relationship between the volunteer and the Library. Both the volunteer and the Library have the right to end the volunteer's association with the Library at any time with or without cause.

Further information about the volunteer services program can be accessed at jcls.org.

Volunteer Policy Page 3 of 3



#### **Library Operations Policies**

Section 5

Policy 5-14	Volunteer Policy	Created: 9/10/2015 Revised: 4/25/2019
. 55, 5 2 .	Totalice: Total	Approved:

#### Adopted by the Jackson County Library District Board on September 10, 2015

#### I. Purpose

This policy explains the volunteer program parameters for Jackson County Library Services (herein referred to as the "Library" or JCLS.)

#### II. Introduction

Volunteering for Jackson County Library Services (JCLS) can be a rewarding and exciting experience. Volunteer time, energy and goodwill are invaluable assets to the Library because volunteerism enhances the Library's ability to fulfill its mission by providing opportunities for direct public participation in library services. Volunteerism also strengthens and deepens the Library's relationships throughout the community. Volunteer opportunities offer citizens a way to contribute to the community, fulfill personal goals, achieve a sense of satisfaction, and learn more about the Library.

The volunteer program exists to create a strong link to JCLS communities by engaging a diverse group of citizens to provide support for the Library's programs and services. The Library regards the active participation of its volunteers as a valuable resource and asset, and is dedicated to training and effectively utilizing their time and talent.

#### III. Recruitment

Volunteer recruitment is conducted without regard to age (with the exception of minimum age to volunteer,) race, creed, color, national origin, religion, marital status, sexual orientation, gender, physical appearance, socioeconomic level, education level or any other legally protected characteristic.

Volunteers assist in enriching programs and expanding services. Volunteers are not used to replace paid employees, and volunteers receive no compensation or benefits from JCLS. Volunteers support library operations with:

- a. Shelving and shelf-reading,
- b. aAssisting staff with regular and special programs and projects,
- c. pPreparing books for circulation,
- d. Bbook mending, and
- e. Pproviding patrons with library service and resource directions-

Volunteer recruitment is conducted without regard to age, race, creed, color, national

Policy Name Page 1 of 4



origin, religion, marital status, sexual orientation, gender, physical appearance, socioeconomic level, education level or any other legally protected characteristic.

Individuals interested in volunteering at the Library must fill out an application. Candidates will be accepted based on the Library's project and programmatic needs matched with the candidates' qualifications to meet those requirements as determined during the selection process. The Library may not accept every volunteer application. All volunteers age 18 and over must submit to an interview and background check. This process, at a minimum, includes a criminal background check and a sex offender registry check.

#### IV. Confidentiality

All transactions between library users and staff or volunteers are strictly confidential. Volunteers are required to uphold this policy. This includes any information about materials a patron has looked at, asked for, requested or checked out. Volunteers do not work at the circulation desk, access the patron database or answer reference questions. Off-shift volunteers may not have access to non-public areas.

Volunteers are not permitted to work at the circulation desk or to have access to patron information. Volunteers are not permitted access to non-public areas when not volunteering. All patron transaction are strictly confidential. This includes information regarding what a patron has looked at, asked for, and checked out, as well as any questions asked by patrons at the reference or information desks.

#### V. Harrassment

All volunteers, employees and supervisors are strictly prohibited from sexually harassing or making improper advances toward other volunteers, employees, supervisors and patrons. Sexual harassment includes unwelcome or unsolicited verbal, physical, or sexual conduct that is made a term for the condition of service or employment, or has the effect or unreasonably interfering with work or creating an intimidating, hostile or offensive environment.

Harassment on the basis of any protected characteristics or class is strictly prohibited. This includes verbal abuse, physical conduct or showing an aversion to an individual because of their race, color, religion, gender, sexual orientation, age, disability, citizenship or national origin.

Any incident of harassment must be reported to the volunteer's supervisor or the volunteer coordinator as soon as possible. Retaliation for reporting sexual harassment or discrimination will not be permitted.

#### VI. Drug-free Workplace

Policy Name Page **2** of **4** 

**Commented [CH1]:** The confidentiality section should specifically mention what information is confidential, not just imply it.



No volunteer shall report for their volunteer shift under the influence of any substance that is legal or illegal. No substances whether legal or illegal are permitted on the premises. This policy does not include the proper use or possession of prescribed medications, but volunteers should consult their physician about the medication's effect on their ability to work safely.

It is the policy of the Library that smoking is prohibited at all library branches and properties.

#### VII. Minimum Age Requirement

The minimum age to be an independent volunteer with the library is 14 years old. Minors may only work as a volunteer with signed parental consent. Youth who are 13 years or younger may volunteer if accompanied at all times by a parent or guardian who has completed a criminal background check and is a registered and active volunteer.

#### VIII. Safety

It is the responsibility of each volunteer to be alert at all times and report unsafe acts and conditions to their supervisor. Each volunteer will receive safety training from their supervisor and shall adhere to this training. Volunteers must report any accidents or injuries, whether minor or serious, to their supervisor immediately.

#### IX. Leaving the Volunteer Program

Nothing in this policy or in the volunteer's service to the library constitutes a contract or employment relationship between the volunteer and the Library. Both the volunteer and the Library have the right to end the volunteer's association with the Library at any time with or without cause.

<u>Further information about the volunteer services program can be accessed at jcls.org.</u>

Volunteers are expected to conduct themselves in the same manner as Library staff and must adhere to the policies and practices established regarding work schedule, attendance, conduct, performance, safety procedures, proper attire, etc. Volunteers can be released from volunteer duties at any time at the discretion of the Library.

To encourage volunteerism and to ensure a positive experience at the Library, the Library will:

- Provide a staff person designated to administer the volunteer program
- Provide written position descriptions and procedures for all volunteer tasks
- Ensure that all volunteers serve in positions that reflect their skills and interests while meeting the needs of the Library

Policy Name Page **3** of **4** 



- Where necessary, provide orientation and training to prepare the volunteers to perform their duties
- Provide volunteer supervision in accordance with sound supervisory practices and library policies
- Maintain accurate volunteer demographic data, including hours worked
- Exhibit the Library's appreciation for work performed through a regular recognition program.

Individuals interested in volunteering at the Library must fill out an application. Candidates will be accepted based on the Library's project and programmatic needs matched with the candidates' qualifications to meet those requirements as determined during the selection process. The Library may not accept every volunteer application. All volunteers age 18 and over must submit to an interview and background check. This process, at a minimum, includes a criminal background check and a sex offender registry check.

Each volunteer has an on-site supervisor and is required to follow the work procedures established by that staff member. The supervisor is responsible for management and guidance of a volunteer's work, establishing a work schedule and tracking hours, and is available for guidance and assistance. All volunteers should keep their supervisor informed of their projects and work status, and of any schedule changes.

While volunteering allows individuals to provide support and assistance to JCLS, volunteering for the organization does not imply potential employment with the library.

Further information about the volunteer services program can be accessed at JCLS.org

Policy Name Page 4 of 4

Library Operations Policies Section 5

		Created: 11/12/2015
Policy 5-1	Service Animals in the Library	Revised: 5/3/2019
		Approved:

#### I. PURPOSE

This policy protects patrons and their property from injury by animals while visiting Jackson County Library Services (herein referred to as "JCLS" or the "Library") facilities and ensures JCLS compliance with the Americans with Disabilities Act (ADA) and ORS 346.680 to 346.690, regarding service animals for physically impaired persons.

#### II. INTRODUCTION

In accordance with the Americans with Disabilities Act (ADA), service animals are welcomed and permitted in all JCLS branches. Per ADA, service animals are dogs or miniature horses individually trained to do work or perform tasks for an individual with a disability. For details, please see <u>ADA requirements for service animals</u>. No other animals are permitted unless featured in programs and pre-approved by the Library Director.

#### III. RULES AND REGULATIONS

To ensure JCLS compliance with the ADA and ORS 346.680 to 346.690 regarding service animals for physically impaired persons, and to help maintain a pleasant, productive, and safe environment for all Library users and staff, the following behavioral guidelines for service animals are to be observed:

- Service animals may only be brought into JCLS facilities by the person who requires assistance by the service animal or service animal trainer.
- Service animals must be in physical proximity with their handler and under handler control at all times. Service animals must attend to their handler at all times.
- Service animals must be on a leash or harness at all times unless the use of a leash or harness interferes with the animal's effective performance of its designated task(s). If the animal cannot be leashed or harnessed, it must be under the handler's control via voice, signals, or other effective means at all times.
- Service animals must not display disruptive behavior such as barking or growling and must conform to JCLS Libraries Rules of Conduct policies.
- Service animals must be housebroken and their handler is responsible for any upkeep or clean-up of the animal.

If a service animal's behaviors or actions pose an unreasonable or direct threat to the health or safety of others, or do not conform to library policy, it may not remain in a Library facility. In accordance with ADA guidelines, non-compliance of guidelines can be grounds for a request to remove a service animal from a Library facility. If the service animal is excluded from a Library facility, the individual with the disability is welcomed to stay and will be reasonably accommodated by Library staff.



205 South Central Avenue Medford, Oregon 97501 541-774-6401 kmay@jcls.org

# Report on Effects of Removing Overdue Fines Jackson County Library Services June 2019

#### **Background**

In late 2017, staff recommended to the Board that fines on overdue materials be eliminated. The Board cited the following reason for this proposal: "Jackson County Library Services promised the community that we would ensure the libraries are open, thriving spaces where people link to the universe of possibilities that enrich their lives. By July 2018 we want a minimum of 75% of Jackson County library users to express in a community survey that we met this promise. To meet this objective we must ensure that the community can access library materials and services. Fines for overdue materials are a barrier to access." In January 2018, JCLS removed overdue fines. This report analyzes the impact that this change after the first 18 month of implementation.

#### **Advantages of Fine Removal**

Research has shown "that library fines and fees for overdue, damaged, and lost materials are barriers that prevent low-income parents and caregivers of young children from using public libraries." Further, the library profession lacks data to support the argument that the presence of fines for overdue materials positively influences return rate on materials. It was believed that the goodwill that comes with this new initiative would help bring inactive patrons back to the library.

Surveys show that there is one certainty with regard to charging fines:

# What do borrowers think about fines and fees?



- Libraries are unfriendly places with strict rules
- Low-income users avoid using library to avoid fines and fees
- Parents say fines and fees are a barrier to the library

Breslin, F. & McMenemy, D. (2006). The decline in book borrowing from Britain's public libraries: A small scale Scottish study. Library Review, 55(7), 414-428.

Zhang, D. (2013). SPELL research methodology and findings.

Libraries that have eliminated fines have consistently reported that:

- There is no significant negative impact to the return of materials
- Circulation of materials increases
- Card registrations increase
- Staff morale is improved
- Staff time can be redirected from transactions to more customer-focused activity (i.e. reader's advisory, merchandising)
- Customer satisfaction increases

Jackson County Library Services have noted similar changes in library services in the 18 months since JCLS has been fine-free.

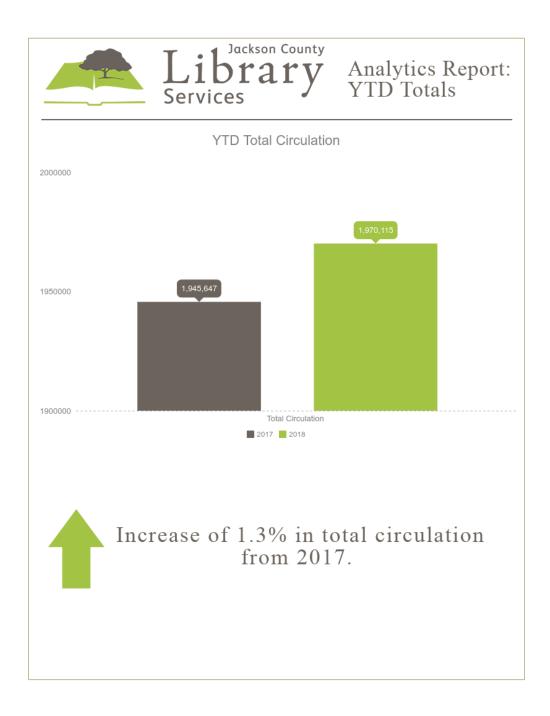
JCLS staff has reported more positive customer service experiences because of fines removal. Library employees spend less time dealing with upset customers over fines, have more positive interactions with patrons, have time to assist those searching for materials they need, and get the opportunity to educate patrons on Library services. Below are two anecdotes of many such stories that illustrate this point.

A staff member helped a young girl who had moved away from the area a few years ago and had lost several books during the move. When she moved back, she really wanted to reinstate her card. It was nice to be able to waive those fines for her, and she was so thrilled that she could use the library again. (It was also nice that we didn't have to charge her a replacement cost for the card.) It was particularly satisfying to everyone on staff because she was so young, we would have hated to deny privileges to someone who is just starting to build her relationship and impression of the library.

Another staff member was attending an Outreach event where a mother and her children stopped by sharing their regret that they can no longer use the library due to the fines associated with unreturned materials. Staff told her that we no longer charge fines and they were likely waived already, but the bills for unreturned items would still be on her card. The mother was so happy to hear that, and said she actually had the materials in her car! She went out, returned them to staff, and they were able to check them in onsite and waive all but the \$10.00 collection fee. She was so happy that she and her children could use the library again and no longer had to worry about fines.

#### Circulation

In other libraries, they observed that removing fines as a barrier to using library materials resulted in an upward tick in circulation, and indeed circulation for total physical items increased by 1.3% in 2018 from 2017 in Jackson County. While this cannot be attributed entirely to the removal of fines, it was one of the contributing factors.



#### **Overdue and Billing Notices**

Another way to gauge the effects of removing fines is to look at the change in overdue and billing notices delivered to patrons. Overdue notices are triggered on the date following an item's due date. Billing Notices are produced three weeks past the date due. Comparing 2017 to 2018, notices have increased by 38%. These notices are delivered by mail, email, or telephone.

While the number of mailings have increased by 26% from 2017 to 2018, due to more replacement notices being sent out for long overdue items, the recoveries (cost of materials returned) has increased by 46% from calendar year 2017 to 2018. This means that more materials are being returned, and patrons are able to continue using the library.

Annual Circulation Notice counts: Jackson County Library Services								
January 2016 through May 2019								
Year	Jackson County Bill	Jackson County Fines/Fees	Jackson County Hold	Jackson County Overdue	Total	Increase/ Decrease	Change %	
2016	6,366	3,417	2,928	958	13,669			
2017	7,020	3,716	2,007	758	13,501			
2018	10,296	4,320	1,531	804	16,951	3,450	26%	
2019	4,225	1,729	717	326	6,997			

Annual Recoveries: Jackson County Library Services						
January 2016 through May 2019			)			
Year	Cash Recovered	Material Returned	Increase/ Decrease	Change %	Amounts Waived	Total
2016	\$24,663.58	\$50,058.95			\$8,255.67	\$82,978.20
2017	\$37,812.38	\$62,116.11	\$12,057.16	24%	\$7,933.38	\$107,861.87
2018	\$13,250.16	\$90,887.09	\$28,770.98	46%	\$2,898.86	\$107,036.11
2019	\$5,217.50	\$46,893.55			\$1,365.68	\$53,476.73
Total	\$80,943.62	\$249,955.70			\$20,453.59	\$351,352.91

#### **Cost Implications**

The removal of overdue fines resulted in a loss of revenue for JCLS, as was noted when the proposal was approved. At that time, staff observed that revenue from fines accounted for 0.68% of the budget, indicating that it was not a significant source of revenue. This reduction in revenue should also be viewed in the context of staff time that has been freed up in order to provide more meaningful customer interactions, as was documented at the beginning of this report.

#### **Recommendations for the Future**

While, to date, the JCLS has not realized a surge in print circulation, it has realized a mild increase at a time when many public libraries are experiencing a decrease in circulation of print materials. In addition, the Library is seeing some very positive benefits of fine removal in terms of interactions with the public, opportunities to promote library collections and services, and building good will in the community.

JCLS will continue to promote the fact that the library no longer collects fines, both to users and to nonusers who might not have returned to the library because they thought they had long-overdue charges on their accounts. JCLS will use social media and other advertising channels to promote goodwill within the community and demonstrate ways in which the library is removing barriers to access.

In researching trends in library use since JCLS went fine free, staff discovered that the notification process for overdue materials needs to be updated. The data suggests that removing fines has provided a disincentive for people to return their materials on time, even when others are waiting on hold for an item. Currently, JCLS sends one overdue notice the day after an item is due, and three weeks later follows up with a bill notice. Best practice is to send two or three overdue notices before an item is sent to billing. By implementing this change in the notification process, staff expect more items to be returned in a timely manner, and hopefully the time materials are kept past their due date while other are waiting will also be reduced.

When the Salt Lake City Library went fine free in July 2017, Director Peter Bromberg noted: "Fines have not been shown to be an effective deterrent to the late return of materials. However, fines have been shown to act as an inequitable barrier to service, disproportionately impacting children and community members with the least financial resources.... Late fines are therefore in opposition to the Library's core values of equitable service, fostering early literacy, and barrier-free access to information and services. From both a mission and a values standpoint, late fines should be eliminated."

http://spellproject.weebly.com/uploads/1/5/3/3/15331602/spelltoolkitfinal.pdf

# **JCLD Board Meeting**

## **Agenda Item Memo**

June 13th, 2019

**Title**: Proposed Changed to White City Operating Hours

From: Kari May, Library Director

#### **Summary:**

To better serve the youth serviced by the White City branch, Director May proposes changing the operational schedule while keeping the same number of open hours.

#### **Recommendation:**

Director May recommends that the Board approve this proposal to change the operating hours at White City Branch. The new hours would go into effect on Tuesday, September 3, 2019.

#### **Resource Requirements:**

This proposal is budget neutral, as the number of hours open will remain the same at 22 hours per week, and staffing levels will not be impacted.

#### **Background and Additional Information:**

In order to have a greater impact on the anticipated use of the new White City Spark Space, which opened on June 8, 2019, we are recommending that the hours of the branch be adjusted so that the library is open more hours after school. White City staff have observed that many students walk by the library every day, which is particularly noticeable on Tuesday, when the library closes at 2:00, just before school gets out. The new hours also provide a more consistent, predictable schedule, being open the same hours each day during the week (11-5 Monday-Wednesday). The Saturday hours will be reduced to allow for the additional weekday hours.

#### **Attachments:**

Proposal document





#### **White City Operating Hours Proposed Changes**

With the coming Grand Opening of the White City Spark Space, June 8<sup>th</sup>, 2019, the Library proposes to make changes to the current operating hours schedule to accommodate and promote the new Spark Space for youth in White City beginning September 3, 2019, for the 2019/2020 school year and going forward. The branch would continue to be open 22 hours per week.

The current schedule is:

Monday 11-6

Tuesday 10-2

Wednesday 12-5

Saturday 10-4

The proposed schedule is:

Monday 11-5

Tuesday 11-5

Wednesday 11-5

Saturday 12-4

# JCLD Board Meeting

# **Agenda Item Memo**

Form Rev. 12/12/2018

June 13, 2019

New Agreement with JCLF for Operational Funding

Intergovernmental Agreement (IGA) with RVCOG for Accounting Services

**Title**: Intergovernmental Agreement (IGA) with RVCOG for Administrative Services

Agreement with SOHS for Research Library

Amendment #1 to Agreement with Huycke O'Connor Jarvis, LLP for Legal Services

**From:** Lisa Marston, District Administrator

#### **Recommendation:**

District Administrator recommends that the Board authorize the Board President to sign the five (5) agreements referenced above.

#### **Budget Impacts:**

Agreement with JCLF for Operational Funding – NTE \$55,000

Renewal of IGA with RVCOG for Accounting Services – NTE \$40,000

Renewal of IGA with RVCOG for Administrative Services – NTE \$38,000

Renewal of Agreement with SOHS for Research Library - NTE \$39,000

Amendment #1 to extend contract with Huycke O'Connor Jarvis, LLP for Legal Services – NTE \$50,000\* (\*amount budgeted for legal services also includes outside counsel)

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

The agreements with RVCOG and Huycke O'Connor Jarvis, LLP will provide the District with professional services essential to District operations. The agreements with SOHS and JCLF reflect the District's commitment, as outlined in the 2016-2021 Strategic Plan, to partner with organizations whose missions and activities serve to enhance the Library's services, programs and spaces.

#### **Background and Additional Information:**

These five agreements were discussed previously by the Board and Budget Committee during the budget planning process. The amounts listed herein are the amounts reflected in the District's Fiscal Year 2019-2020 Approved Budget.

#### **Attachments:**

- 1. Agreement with JCLF for Operational Funding
- 2. IGA with RVCOG for Accounting Services
- 3. IGA with RVCOG for Administrative Services
- 4. Agreement with SOHS for Research Library
- 5. Amendment #1 to Agreement with Huycke O'Connor Jarvis, LLP for Legal Services



#### AGREEMENT FOR OPERATIONAL FUNDING

**THIS AGREEMENT** is made and entered into by and between the Jackson County Library District, an Oregon special district, hereinafter referred to as "the District", and the Jackson County Library Foundation, an Oregon 501(c)(3) nonprofit corporation, hereinafter referred to as "the Foundation," both of which are hereinafter referred to collectively as the Parties;

#### RECITALS

WHEREAS, the District is a special district formed under ORS Chapters 198 and 357 to provide library services in Jackson County, Oregon; and

WHEREAS, the Foundation is an Oregon nonprofit corporation that was granted tax exempt status by the IRS in 1993; and

WHEREAS, the mission of the Foundation is to support the Jackson County Oregon Library System and the community it serves through fundraising and fund distribution; and

WHEREAS, at the March 14, 2019 regular meeting of the District Board, the Foundation presented a *Proposal to Request Operational Funding* ("the Foundation's Proposal"); and

WHEREAS, the Foundation's Proposal reported that, in 2018, the Foundation had an operating deficit of \$32,212 and anticipates another 50% increase in that deficit in 2019; and

WHEREAS, the Foundation has two reliable sources for unrestricted income: a bi-annual distribution from a quasi-endowment managed by the Oregon Community Foundation and an annual distribution from a donor advised fund held by the Oregon Community Foundation—this income is projected to cover about 35% of the overall operating budget and the anticipated deficit means the Foundation must use unrestricted donations to support operations and continually fundraise for unrestricted donations; and

WHEREAS, fundraising for unrestricted donations to cover the Foundation's operating expenses is challenging because donors are wary of making unrestricted gifts to support operations; and

WHEREAS, the Foundation is requesting District to fund a portion of the Foundation's operating expenses for two years; and

WHEREAS, by funding a portion of the Foundation's operating expenses, the District expects the Foundation will be able to increase its overall fundraising and fund distributions such that the District and the community it serves will receive a positive return on the investment provided for under this Agreement; and

WHEREAS, the District has agreed to fund a portion of the Foundation's operating expenses for one year, at which time the value of the investment shall be reevaluated by the Parties.

#### **AGREEMENTS**

#### 1. Purpose

This Agreement is entered into by the PARTIES for the purpose of making provisions for District to provide operational funding to the Foundation so the Foundation can concentrate on raising funds for specific library programs and capital improvements since donors are more likely to support restricted fundraising campaigns that directly benefit the community.

#### 2. Use of Funds

The Foundation shall use the funds provided by this Agreement to pay operating expenses, such as salaries and benefits, payroll taxes, fees for professional services, advertising and promotion, office expenses, information technology, travel, and insurance.

#### 3. Funding Amount, Installment Schedule, and Term of Agreement

- a. The maximum consideration for this Agreement is \$55,000. This amount assumes another 70% increase over the Foundation's 2018 operating deficit of \$32,212.
- b. The amount will be paid in four equal installments of \$13,750. The initial installment will be made upon successful execution of this Agreement. The remaining three installments will be made on October 1, 2019; January 1, 2020; and April 1, 2020.
- c. The term of this Agreement shall begin July 1, 2019. Unless earlier terminated or extended, the agreement shall expire on June 30, 2020. Upon mutual agreement of the parties, this Agreement may be extended for an additional period of one (1) year.

#### 4. Submission of Proposal, Financial Reports, and Internal Controls

- a. Within thirty (30) days of the effective date of this Agreement, the Foundation shall submit a written proposal outlining the anticipated use of the funds, subject to approval by the District Board.
- b. The Foundation shall submit a monthly financial report to the District showing how the funds were spent so the District can track actual expenditures versus anticipated expenditures. This report may be included as part of the Foundation's monthly report to the District Board or provided to the District in a separate report. The Foundation must establish and maintain an effective internal control structure. This should include policies, procedures, and processes to both prevent misuse of assets and detect any misuse should it occur. Documentation of these policies, procedures, and process may be requested by and provided to the District at any time.
- c. Thirty (30) days prior to the termination of this Agreement, the Foundation shall submit to the District a final financial report of revenues and expenses on forms provided by the District, attached as Exhibits A and B. Upon approval by the District, the Foundation may use its own form, so long as the information provided conforms substantially to Exhibits A and B.

#### 5. Compliance with Applicable Law

The Foundation shall comply with all applicable laws, ordinances and codes of the federal, state and local governments in its performance under this Agreement, including any and all rules and regulations pertaining to the solicitation of funds.

#### 6. Assignment

The Foundation shall not assign or transfer its interest in this Agreement without the express written consent of the District.

#### 7. Recovery of Funds

Any monies disbursed to the Foundation under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement must be returned to the District no later than fifteen (15) days after the District's written demand.

#### 8. Amendments

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

#### 9. <u>Termination</u>

- a. This Agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days' written notice and delivered by USPS First Class mail or in person.
- b. The District may terminate this Agreement effective upon delivery of written notice to the Foundation or at such later date as may be established by the District under any of the following conditions:
  - 1) If the Foundation fails to perform the terms of the Agreement or fails to provide reports on time.
  - 2) If the Foundation ceases operations.
  - 3) If state law prohibits the District from providing the funding under this Agreement.
  - 4) If the Foundation commits any intentional act prohibited by state or federal law.
- c. In the event of termination of this Agreement, the Foundation shall immediately return to the District all funds received under this Agreement which have not been previously expended.
- d. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

#### 10. Hold Harmless

The Foundation shall save, hold harmless, and indemnify the District and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of the Foundation or its officers, employees, subcontractors, or agents under this Agreement. The Foundation shall not be liable for negligent acts or omissions of the District its employees, or representatives. This provision is applicable to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act.

Nothing in this Agreement shall be construed to make the Foundation an officer, employee or agent of the District.

#### 11. <u>Insurance</u>

Foundation shall at its own expense provide the following insurance:

- a. **Worker's Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
- b. **Directors & Officers (D&O) Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident or occurrence. This is to cover damages caused by errors or omission related to the management of the nonprofit organization.
- c. **General Liability** insurance including Products & Completed Operations coverage with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim for Bodily Injury and Property Damage.
- d. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the Foundation or its insurer(s) to the District.

#### 12. Entire Agreement

This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. This Agreement may be modified only by a written agreement executed by the parties.

#### 13. No Third Party Beneficiaries

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

#### 14. Governing Law

This Agreement shall be governed by the laws of the State of Oregon.

#### 15. Notices

Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or by USPS First Class mail. All notices shall be addressed to the parties at the addresses set forth in this section or at such other addresses as the parties may from time to time direct in writing. Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery or (b) the date of mailing by USPS First Class mail. Actual notice, however and from whomever received, shall always be effective.

Foundation
Jackson County Library Foundation
Board President
205 South Central Avenue
Medford, OR 97501

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

IN WITNESS WHEREOF, FOUNDATION and DISTRICT have caused this agreement to be executed by their authorized representatives as of July 1, 2019.

#### PARTIES TO THE AGREEMENT

Mitch Seidman Date
Board President
Jackson County Library Foundation

Susan Kiefer Date Board President Jackson County Library District

Approved as to legal sufficiency:

Jacquelyn Bunick

Dat

# Exhibit A Revenue Summary

A.	Operating funds received from the District:	<u>t:</u> \$	

B <u>Other revenue</u>: Identify sources and amount of revenue received from sources other than the District including grant funds, contracts for services, fees, contributions, etc.

OTHER REVENUE BEYOND DISTRICT FUNDS						
Source		Pending Funding	Secured Funding	Total Proposed Funding		
1		\$	\$	\$		
2		\$	\$	\$		
3		\$	\$	\$		
4		\$	\$	\$		
5		\$	\$	\$		
6		\$	\$	\$		
7		\$	\$	\$		
8		\$	\$	\$		
9		\$	\$	\$		
10		\$	\$	\$		
,	SUBTOTAL OTHER REVENUE	\$	\$	\$		

C. <u>In-kind contributions</u>: List source, amount, and calculations (for example, volunteer hours and valuation rates). If applicable, attach documentation.

IN-KIND CONTRIBUTIONS (NON-CASH)			
Source AND Valuation	Pending Funding	Secured Funding	Total Proposed Funding
1	\$	\$	\$
2	\$	\$	\$
3	\$	\$	\$
4	\$	\$	\$
5	\$	\$	\$
6	\$	\$	\$
7	\$	\$	\$
8	\$	\$	\$
9	\$	\$	\$
10	\$	\$	\$
SUBTOTAL IN-KIND CONTRIBUTIONS	\$	\$	\$

TOTAL REVENUES (A + B + C): \$		
Authorizing Signature	Title	
Authenticating information contained on this page		

# Exhibit B Expenditure Summary

	Person	1
Λ	Parcon	กอ
М.	i cisoni	$\mathbf{H}$

Position Title	FTE	Salary/Year	Benefits/Year	Total/Year	District Funds Amount
SUBTOTAL					

## B. Services and Supplies

Item	Annual Expense	District Funds Amount
Rent/space	·	
Rent/equipment		
Office Supplies		
Utilities		
Telephone		
Postage		
Printing and Copying		
Training		
Publicity		
Insurance		
Books, Periodicals, Subscriptions		
Memberships and Dues		
In-state Travel		
Out-of-state Travel		
Other (please specify)		
Program expenses (please specify)		
Contractual Services (please specify)		
SUBTOTAL		

## C. Other

Item	Annual Expense	District Funds Amount
Capital Expenses		
Other (please specify)		
SUBTOTAL		

TOTAL EXPENDITURES (A + B + C): \$		
Authorizing Signature	Title	

Authenticating information contained on this page

## INTERGOVERNMENTAL AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the Rogue Valley Council of Governments, a voluntary intergovernmental association, hereinafter referred to as "RVCOG", and the Jackson County Library District, an Oregon special district, hereinafter referred to as "DISTRICT", both of which are hereinafter referred to collectively as the Parties;

#### WITNESSETH

WHEREAS, RVCOG is a voluntary association of local governments serving Jackson and Josephine Counties, Oregon; and

WHEREAS, DISTRICT is a member agency of the RVCOG; and

WHEREAS, DISTRICT has a need for professional accounting services; and

WHEREAS, the purpose of this agreement is to make provisions for RVCOG to perform professional accounting services for DISTRICT and to provide for cost reimbursement.

NOW THEREFORE, in consideration of the mutual terms, conditions, stipulations and covenants herein contained, the PARTIES do hereby agree to the following:

#### A. SCOPE OF SERVICES

DISTRICT hereby agrees to engage RVCOG and RVCOG hereby agrees to perform and carry out in a legal and proper manner, as reasonably determined by DISTRICT, professional accounting services requested by DISTRICT.

## B. TIME OF PERFORMANCE

This term of this agreement is July 1, 2019, to June 30, 2020, unless terminated earlier by either party in writing (see Section C of this agreement).

#### C. AMENDMENTS AND TERMINATION

- 1. This document constitutes the entire agreement between the PARTIES and no other agreement exists between them, either stated or implied. Any amendments or changes to the provisions of this agreement shall be reduced to writing and signed by both PARTIES.
- 2. This agreement will remain in effect until terminated by either party in accordance with this Section (C)(2). Either party may terminate this Agreement: a) for any or no reason, upon thirty (30) days' prior written notice to the other party; b) upon seven (7) days' written notice, upon the other party's default of any term or condition hereof and its failure to cure same within the 7-day period; or (c) if any contemplated funding from

DISTRICT is not obtained or continued at levels sufficient to allow for full performance herein, this Agreement may be modified or terminated immediately to accommodate such reduction in funds.

3. Upon termination of this Agreement for reasons other than RVCOG's default, DISTRICT shall remain responsible to RVCOG for applicable fees incurred for Services performed by RVCOG prior to such termination.

Such termination shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

#### D. PAYMENTS

- 1. The DISTRICT will reimburse RVCOG for professional accounting services performed for DISTRICT by RVCOG employees at the hourly rates outlined in Attachment A, subject to semi-annual adjustments on or about July 1 and January 1 of each year this agreement is in force. Hourly rates include travel time. DISTRICT will also pay for any supplies and materials and mileage incurred in performing the Services, including additional accounting software and equipment, if needed.
- 2. RVCOG will invoice DISTRICT on a monthly basis. DISTRICT shall reimburse RVCOG within 30 days of receipt of invoice for costs accompanied by documents and receipts evidencing such costs and expenses.
- 3. The estimated annual cost of the services provided under this contract is \$40,000.

#### E. RESPONSIBILITIES

- 1. DISTRICT shall administratively assist RVCOG in accomplishing the tasks identified under Scope of Services by making the payments identified in Section D. above; maintaining regular communication with RVCOG; helping to resolve differences that may arise between the PARTIES; and providing background information and technical support as necessary to accomplish any task assigned.
- 2. DISTRICT shall make available all applicable policies, procedures, resolutions, reports, contracts, agreements, statements, and any other documentation necessary to enable accurate and timely performance of the Scope of Services.
- 3. RVCOG agrees to keep current all necessary business and professional registrations as may be required to perform the services required under this agreement.

## F. INDEMNIFICATION

Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260-300, the Oregon Constitution, Article XI, Section 7 and the terms of any applicable policies of insurance, the parties agree to save, hold harmless and indemnify each other, including their officers, agents and employees, from any loss, damage, injury, claim, or demand by a third party against either party to this agreement arising from the activities of the other party in connection with this Agreement. Neither party shall be liable for any loss, damage, injury, claim or demand against each other arising from their respective activities in connection with this agreement, except as otherwise expressly set forth herein.

#### G. COMPLIANCE WITH LAWS

RVCOG shall comply with all applicable laws, ordinances and codes of the federal, state and local governments in its performance under this Agreement.

#### H. INSURANCE

RVCOG shall provide to DISTRICT upon execution of this Agreement, and prior to performing any work, a certificate of insurance meeting the requirements set forth below (Certificate).

- a) Commercial General Liability with a limit of at least \$1,000,000 per occurrence, with a \$2,000,000 annual aggregate.
- b) Workers' Compensation as required by applicable statutory law.
- c) Business Automobile Liability with a limit of at least \$1,000,000 per occurrence

All insurance coverages indicated above must be underwritten by insurers licensed to do business in the state in which the RVCOG performs its services, and insurers must maintain an A.M. Best Rating of A+ or better.

DISTRICT shall be named an "Additional Insured" under the Commercial General Liability policy carried by RVCOG via Additional Insured Endorsement attached to the Certificate. In addition, the policy shall be endorsed to state that the coverage extended to DISTRICT shall be primary and non-contributory with any insurance coverages maintained by DISTRICT. The Certificate shall specify that the above policies may not be canceled nor the coverages reduced without providing DISTRICT thirty (30) days' prior written notice by registered mail. Renewal Certificates and endorsements must be issued immediately upon renewal of all polices.

The fulfillment of the insurance obligations shall not otherwise relieve RVCOG of any liability assumed under this Agreement, in any way modify, or limit RVCOG's obligations to indemnify DISTRICT hereunder.

#### I. INDEPENDENT CONTRACTOR

RVCOG is an independent contractor under this Agreement, and neither RVCOG, its subcontractors, nor its employees, are employees of DISTRICT. RVCOG is responsible for all federal, state and local taxes and fees applicable to payments for services of its employees under this agreement.

## J. ASSIGNMENT AND SUBCONTRACTS

RVCOG shall not assign this contract or subcontract any portion of the Services without the prior written consent of DISTRICT which consent shall not be unreasonably withheld. Any attempted assignment or subcontract without DISTRICT's written consent shall be void. RVCOG shall be fully responsible for the acts or omissions of any of the assigns or subcontractors and of all persons employed by them. The approval by DISTRICT of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and DISTRICT.

## K. LIMITATIONS

This agreement in no way restricts RVCOG or DISTRICT from participating in similar agreements with other public or private agencies, organizations, or individuals with regard to any aspect of this agreement, so long as the same do not unreasonably interfere with each parties' performance herein.

## L. REPORTS AND RECORDS

All work produced by RVCOG while working for DISTRICT shall be the exclusive property of DISTRICT provided that RVCOG may obtain a copy of any public record information by paying for the reproduction costs thereof.

IN WITNESS WHEREOF, RVCOG and DISTRICT have caused this agreement to be executed by their authorized representatives as of July 1, 2019.

PARTIES TO THE AGREEMENT

W. 1 . 1 C . II		~ ***	
Michael Cavallaro	Date	Susan Kiefer	Date
Executive Director		President	
Rogue Valley Council of Gov	rernments	Jackson County Library	District

Approved as to legal sufficiency

Jacquelyn Bunick Date

## ATTACHMENT A

## SCOPE OF SERVICES / FEE SCHEDULE

<u>Scope of Services</u>: RVCOG will provide DISTRICT with professional accounting services including, but not limited to, attending meetings as required by District; budget preparation; audit preparation; bank statement reconciliations; accounts receivable; accounts payable; payroll; benefits administration; financial statements and reporting; financial reporting required by other governmental entities; and other services as required by the District.

## 2019-20 Fee Schedule (Hourly Loaded Rates)\*

Internal Services Director	\$99.52/hr
Senior Accountant	\$60.08/hr
Accountant	\$58.51/hr
Accounting Technician	\$59.49/hr
Human Resources/Payroll Specialist	\$48.55/hr

<sup>\*</sup>Subject to semi-annual adjustments on or about July 1 and January 1 of each year this agreement is in force. Hourly rates include travel time. DISTRICT will also pay for any supplies and materials and mileage incurred in performing the Services, including any additional accounting software or equipment, if needed.

## INTERGOVERNMENTAL AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the Rogue Valley Council of Governments, a voluntary intergovernmental association, hereinafter referred to as "RVCOG", and the Jackson County Library District, an Oregon special district, hereinafter referred to as "DISTRICT", both of which are hereinafter referred to collectively as the Parties;

#### WITNESSETH

WHEREAS, RVCOG is a voluntary association of local governments serving Jackson and Josephine Counties, Oregon; and

WHEREAS, DISTRICT is a member agency of the RVCOG; and

WHEREAS, DISTRICT has a need for administrative services; and

WHEREAS, the purpose of this agreement is to make provisions for RVCOG to perform administrative services for DISTRICT and to provide for cost reimbursement.

NOW THEREFORE, in consideration of the mutual terms, conditions, stipulations and covenants herein contained, the PARTIES do hereby agree to the following:

#### A. SCOPE OF SERVICES

DISTRICT hereby agrees to engage RVCOG and RVCOG hereby agrees to perform and carry out in a legal and proper manner, as reasonably determined by DISTRICT, administrative services requested by DISTRICT.

## B. TIME OF PERFORMANCE

This term of this agreement is July 1, 2019, to June 30, 2020, unless terminated earlier by either party in writing (see Section C of this agreement).

#### C. AMENDMENTS AND TERMINATION

- 1. This document constitutes the entire agreement between the PARTIES and no other agreement exists between them, either stated or implied. Any amendments or changes to the provisions of this agreement shall be reduced to writing and signed by both PARTIES.
- 2. This agreement will remain in effect until terminated by either party in accordance with this Section (C)(2). Either party may terminate this Agreement: a) for any or no reason, upon thirty (30) days' prior written notice to the other party; b) upon seven (7) days' written notice, upon the other party's default of any term or condition hereof and its failure to cure same within the 7-day period; or (c) if any contemplated funding from

DISTRICT is not obtained or continued at levels sufficient to allow for full performance herein, this Agreement may be modified or terminated immediately to accommodate such reduction in funds.

3. Upon termination of this Agreement for reasons other than RVCOG's default, DISTRICT shall remain responsible to RVCOG for applicable fees incurred for Services performed by RVCOG prior to such termination.

Such termination shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

#### D. PAYMENTS

- 1. The DISTRICT will reimburse RVCOG for administrative services performed for DISTRICT by RVCOG employees at the hourly rates outlined in Attachment A, subject to semi-annual adjustments on or about July 1 and January 1 of each year this agreement is in force. Hourly rates include travel time. DISTRICT will also pay for any supplies and materials and mileage incurred in performing the Services.
- 2. RVCOG will invoice DISTRICT on a monthly basis. DISTRICT shall reimburse RVCOG within 30 days of receipt of invoice for costs accompanied by documents and receipts evidencing such costs and expenses.
- 3. The estimated annual cost of the services provided under this contract is \$38,000.

## E. RESPONSIBILITIES

- 1. DISTRICT shall administratively assist RVCOG in accomplishing the tasks identified under Scope of Services by making the payments identified in Section D. above; maintaining regular communication with RVCOG; helping to resolve differences that may arise between the PARTIES; and providing background information and technical support as necessary to accomplish any task assigned.
- 2. DISTRICT shall make available all applicable policies, procedures, resolutions, reports, contracts, agreements, statements, and any other documentation necessary to enable accurate and timely performance of the Scope of Services.
- 3. RVCOG agrees to keep current all necessary business and professional registrations as may be required to perform the services required under this agreement.

## F. INDEMNIFICATION

Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260-300, the Oregon Constitution, Article XI, Section 7 and the terms of any applicable policies of insurance, the parties agree to save, hold harmless and indemnify each other, including their officers, agents and employees, from any loss, damage, injury, claim, or demand by a third party against either party to this agreement arising from the activities of the other party in connection with this Agreement. Neither party shall be liable for any loss, damage, injury, claim or demand against each other arising from their respective activities in connection with this agreement, except as otherwise expressly set forth herein.

#### G. COMPLIANCE WITH LAWS

RVCOG shall comply with all applicable laws, ordinances and codes of the federal, state and local governments in its performance under this Agreement.

#### H. INSURANCE

RVCOG shall provide to DISTRICT upon execution of this Agreement, and prior to performing any work, a certificate of insurance meeting the requirements set forth below (Certificate).

- a) Commercial General Liability with a limit of at least \$1,000,000 per occurrence, with a \$2,000,000 annual aggregate.
- b) Workers' Compensation as required by applicable statutory law.
- c) Business Automobile Liability with a limit of at least \$1,000,000 per occurrence

All insurance coverages indicated above must be underwritten by insurers licensed to do business in the state in which the RVCOG performs its services, and insurers must maintain an A.M. Best Rating of A+ or better.

DISTRICT shall be named an "Additional Insured" under the Commercial General Liability policy carried by RVCOG via Additional Insured Endorsement attached to the Certificate. In addition, the policy shall be endorsed to state that the coverage extended to DISTRICT shall be primary and non-contributory with any insurance coverages maintained by DISTRICT. The Certificate shall specify that the above policies may not be canceled nor the coverages reduced without providing DISTRICT thirty (30) days' prior written notice by registered mail. Renewal Certificates and endorsements must be issued immediately upon renewal of all polices.

The fulfillment of the insurance obligations shall not otherwise relieve RVCOG of any liability assumed under this Agreement, in any way modify, or limit RVCOG's obligations to indemnify DISTRICT hereunder.

## I. INDEPENDENT CONTRACTOR

RVCOG is an independent contractor under this Agreement, and neither RVCOG, its subcontractors, nor its employees, are employees of DISTRICT. RVCOG is responsible for all federal, state and local taxes and fees applicable to payments for services of its employees under this agreement.

## J. ASSIGNMENT AND SUBCONTRACTS

RVCOG shall not assign this contract or subcontract any portion of the Services without the prior written consent of DISTRICT which consent shall not be unreasonably withheld. Any attempted assignment or subcontract without DISTRICT's written consent shall be void. RVCOG shall be fully responsible for the acts or omissions of any of the assigns or subcontractors and of all persons employed by them. The approval by DISTRICT of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and DISTRICT.

## K. LIMITATIONS

This agreement in no way restricts RVCOG or DISTRICT from participating in similar agreements with other public or private agencies, organizations, or individuals with regard to any aspect of this agreement, so long as the same do not unreasonably interfere with each parties' performance herein.

#### L. REPORTS AND RECORDS

All work produced by RVCOG while working for DISTRICT shall be the exclusive property of DISTRICT provided that RVCOG may obtain a copy of any public record information by paying for the reproduction costs thereof.

IN WITNESS WHEREOF, RVCOG and DISTRICT have caused this agreement to be executed by their authorized representatives as of July 1, 2019.

## PARTIES TO THE AGREEMENT

Michael Cavallaro	Date	Susan Kiefer	Date
Executive Director		President	
Rogue Valley Council of Go	vernments	Jackson County Library District	

Approved as to legal sufficiency

Jacquelyn Bunick

Date

## **ATTACHMENT A**

## SCOPE OF SERVICES / FEE SCHEDULE

**Scope of Services:** RVCOG will provide DISTRICT with administrative services including, but not limited to:

- Attendance at JCLD Board and Budget Committee meetings; recording of proceedings both with a digital recorder and by hand; composition of minutes in Microsoft Word; proofreading of minutes to ensure accuracy and clarity prior to sending to District.
- Provide DISTRICT with meeting minutes as soon as possible after the meeting, and no later than two (2) weeks after the meeting.
- Processing of accounts payable invoices on a daily basis in accordance with established practices and procedures.
- Preparation of accounts receivable invoices on a <u>monthly basis</u> in accordance with established practices and procedures.
- Organization and filing of all documents (hard and soft copies); maintenance of filing systems; preservation and archiving of records.
- Compilation of information, performance of data entry, and preparation of reports in Microsoft Word and Excel, as requested.
- Communication with vendors to request quotes and to coordinate/schedule services for facilities and vehicle maintenance, as needed.
- Copying, printing, scanning, and distribution of materials, as requested, and preparation of correspondence, as needed.
- Completion of a broad variety of administrative tasks for the DISTRICT, as needed.

## 2019-20 Fee Schedule (Hourly Loaded Rates)\*

Office Specialist II	\$49.88/hr

<sup>\*</sup>Subject to semi-annual adjustments on or about July 1 and January 1 of each year this agreement is in force. Hourly rates include travel time. DISTRICT will also pay for any supplies and materials and mileage incurred in performing the Services.





This Agreement is effective July 1, 2019, by and between Southern Oregon Historical Society (SOHS) and Jackson County Library District (hereinafter "JCLD"), together referred to as the "Parties".

## **RECITALS**

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

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

## **AGREEMENT**

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

- 1. **RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.
- <u>DURATION.</u> Except for earlier termination as provided herein, the term of this Agreement commences July 1, 2019 and terminates June 30, 2020, unless extended in writing as provided for herein. JCLD may extend this Agreement by notifying SOHS in writing that it intends to extend the Agreement. The extension shall be effective upon written consent by SOHS to the extension under terms and conditions mutually agreeable to the Parties.
- 3. **SOHS SERVICES, FUNCTIONS AND RESPONSIBILITIES.** SOHS shall use its best efforts, which shall be objectively reasonable, to achieve the following objectives during the period of this Agreement and under any Extensions:
  - 3.1 <u>Summary.</u> SOHS will employ a part-time professional archivist at a minimum of 20 hours per week to maintain the organization and conservation of archival materials; oversee day-to-day operations; train and supervise volunteers; develop and maintain the SOHS.org website, and network with local historians and affiliated local organizations.
  - 3.2 **Basic Benefits.** On the Effective Date of this Agreement:
    - 3.2.1 SOHS will cease charging a day-use or basic research fee to Jackson County residents who use the SOHS Library and Archives.
    - 3.2.2 SOHS shall maintain a website including, at a minimum, the following information: SOHS Library and Archives physical address, phone number, email address for information requests, operating hours, and description of Collection.
    - 3.2.3 SOHS will respond without charge to phone and email requests from Jackson County residents related to information contained in the SOHS library and Archives collection.
    - 3.2.4 Use of the SOHS Library and Archives reading room shall be limited to people who desire access to the SOHS Library Archive collection and agree to follow SOHS Library and Archive policies.

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

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

#### Benefit 1: Additional online access to SOHS Images:

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

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

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

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

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

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

Southern Oregon Historical Society 106 N. Central Ave Medford, OR 97501

- 4.3 Additional payments for deliverables defined in the Addendum will be made within 30 days of receipt of the bill sent by SOHS to JCLD.
- 5. **REVENUE.** This Agreement does not involve the receipt of revenue. Each party shall be solely responsible for revenue, if any received.
- 6. **PERSONNEL.** No employees will be transferred pursuant to this Agreement. SOHS shall be solely responsible for wages and benefits paid to employees working for SOHS, if any.
- 7. **REAL OR PERSONAL PROPERTY.** There shall be no transfer of title or possession to any real or personal property pursuant to this Agreement.

#### 8. **TERMINATION**.

- 8.1 All or part of this Agreement may be terminated by mutual consent by both Parties; or by either party at any time, upon ninety (90) days' notice in writing and delivered by certified mail.
- 8.2 Except in the event of breach, in the event of termination of this Agreement, each party shall be responsible for its own costs and expenses in complying with the Agreement.
- 8.3 This Agreement may be terminated by either party if the other party commits any material breach of any of the terms or conditions of this Agreement and fails or neglects to correct the same within 30 days after written notice of such breach. If the breach is of such nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if correction of the breach begins within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as is practicable.
- 9. **REMEDIES.** In the event of termination, JCLD shall pay SOHS for services rendered prior to the termination date.
- 10. **ASSIGNMENT.** SOHS shall not assign or transfer any interest in this Agreement without prior written consent of JCLD, provided, however, that SOHS may subcontract the performance of any provision

- or obligation required by this Agreement, so long as SOHS remains primarily responsible to the JCLD for the performance of such provision or obligation.
- 11. INSPECTION RECORDS. JCLD shall have access at all reasonable times, including during normal working hours, and to all books and records, electronic or hard copy, of SOHS that pertain to management of the SOHS Library and Archives. SOHS shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated in the performance of the Agreement. JCLD and their duly authorized representatives shall have access to the books, documents, papers and records of SOHS which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by SOHS for three years or any longer period required by Local, State or Federal law. SOHS is responsible to reimburse for any SOHS demonstrated audit discrepancies involving deviation from the terms of the Agreement.
- 12. HOLD HARMLESS AND INDEMNIFICATION. The Jackson County Library District is not providing services but purchasing services through SOHS. Accordingly, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the Party found at fault shall hold the other harmless, defend and indemnify the other from any and all claims, demands, damages or injuries, liability of damage, directly or proximately caused by the Party at fault, including injury resulting in death or damage to property, that anyone may have or assert by reasons of any error, act or omission of the Party found at fault, its officers, employees or agents. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.
  - 12.1 If the loss or claim is caused by the joint concurrent negligence or other fault of both Parties, all loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each. The obligations of each party under this paragraph shall survive the termination of this contract.
  - 12.2 Except as provided for in this Agreement, the JCLD shall not be liable for any obligations incurred by SOHS. SOHS shall not represent to any person that JCLD is liable for SOHS's obligations; except for such obligations JCLD may be liable as provided for in this Agreement.
- 13 **INSURANCE.** SOHS, at its sole cost and expense shall maintain all risk property and public liability insurance policies on the prospective properties and resources included in this Agreement.
- DISPUTE RESOLUTION. JCLD and SOHS shall attempt to resolve all disputes through staff discussions at the lowest possible level. Both Parties to this Agreement agree to provide other resources and personnel to negotiate and resolve disputes that are not resolved at the staff level. In the event the first attempts are pursued in good faith but are unsuccessful, claims, disputes or other matters in questions between the Parties to this Agreement arising out of or relating to this Agreement, or breach thereof shall be determined by mediation, arbitration, or litigation. Disputes shall be initially submitted to mediation by a mediator chosen by the Parties. The cost of mediation shall be borne

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

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

#### **Southern Oregon Historical Society:**

Douglas M McGeary N Oakdale Ave Medford, OR 97501

## **Jackson County Library District:**

Susan Kiefer 205 S Central Ave Medford, OR 97501

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

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

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

DATED this day of, 2019.	
JACKSON COUNTY LIBRARY DISTRICT	SOUTHERN OREGON HISTORICAL SOCIETY
By: Susan Kiefer Title: President, JCLD Date:	By: Douglas M McGeary Title: President, SOHS Date:
Approved as to legal sufficiency	
Jacquelyn Bunick Date	019

## **ADDENDUM**

Each accepted benefit to be initialed by JCLD representative.

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

# AMENDMENT #1 TO THE CONTRACT FOR LEGAL SERVICES BETWEEN JACKSON COUNTY LIBRARY DISTRICT AND HUYCKE O'CONNOR JARVIS, LLP

- 1. This is Amendment No. 1 to the Legal Services Contract dated December 14, 2017, between the Jackson County Library District ("District") and Huycke O'Connor Jarvis, LLP ("Contractor").
- 2. The purpose of this Amendment is to extend the Contract through the end of the District's 2019/2020 fiscal year, and to make the term of the Agreement consistent with the District's fiscal budget year, which runs from July 1 to June 30.
- 3. The Agreement is hereby amended as follows:

Section 4, EFFECTIVE DATE AND DURATION, is hereby replaced in its entirety with the following:

#### 4. EFFECTIVE DATE AND DURATION

This Contract shall become effective on 12/7/2017 and approved as required by applicable law. Unless earlier terminated or extended, this contract shall expire on 06/30/2020, or when Contractor's completed performance has been accepted by District, whichever event occurs first. However, such expiration shall not extinguish or prejudice District's right to enforce this contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor's performance that has not been cured.

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

Susan Kiefer Date
Board President

Huycke O'Connor Jarvis, LLP

Jacquelyn Bunick Date
Associate Attorney

Approved as to legal sufficiency:

Jacquelyn Bunick, Legal Counsel