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**CALL TO ORDER/ROLL CALL**

**INTRODUCTIONS & PROCLAMATIONS**

**CONSENT AGENDA**

(1) Minutes from October 12, 2017 Regular Board Meeting; (2) Financial Report.....2

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

**REPORTS AND PRESENTATIONS**

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**FUTURE MEETINGS/EVENTS:**

December 14, 2017 – Regular Board Meeting  
January 9, 2018 – Advocacy Regional Meeting (Blue Ribbon Committee)  
January 30, 2018 – Advocacy Regional Meeting (Region I: Jacksonville, Ruch and Applegate)

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

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

## MINUTES

### ATTENDEES

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

Additional participants/attendees: Lisa Marston (Executive Administrator), Jamar Rahming (Library Director), Susan Bloom (Staff), Amy Drake (Executive Director, JCLF), Donovan Edwards (Administrative Assistant), Doug McGear, President, SOHS, Pat Harper, Archivist SOHS, Eric Molinsky, Digital Services Supervisor, JCLS; David Haywood, Digital Services Associate, JCLS and Brenda Rosch (public),

### CALL TO ORDER

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

### CONSENT AGENDA

**MOTION:** Shaw moved to approve the minutes from September 14, 2017. Turner seconded the motion. The motion was approved unanimously.

### ORAL REQUESTS AND COMMUNICATIONS FROM THE AUDIENCE

Brenda Rosch, a long time library supporter, wanted to thank the District for opening up meeting spaces and programs that allow seniors, disabled, the typically homebound or homeless to participate and socialize with others that are in similar situations.

### REPORTS AND PRESENTATIONS

#### Library Director's Report

Rahming reported completing an outreach event at the Medford Multicultural Fair utilizing software for the first time that provides the ability to remotely sign up new Patrons. This was very successful and the intent is to continue this at other community events in the future. There is optimism that a bilingual Early Literacy Outreach position may be filled soon. They are awaiting a decision by the candidate at this time.

By request Rahming explained that there are certain vendors who are willing to lease collection items. Typically libraries in an effort to reduce their "holds to wait" ratio will purchase many copies of newly released and popular books however after the popularity dies down the additional copies of books no longer need still take up valuable shelf space. With lease agreements many of these books can be returned to the vendor and a percentage of the original costs recouped.

Turner reiterated her encouragement to include job openings within the Library Directors Report; Rahming explained that while he would be willing to list the positions the accuracy is problematic because the position vacancies change frequently. Turner added that having a job vacancy list included in the report will help to determine whether the job offerings are competitive also reminding the Board that she continues to be concerned about employee salaries. Prokop suggested that with the frequency of the position changes that maybe picking a day of the month like the 15<sup>th</sup> to use each month would provide an acceptable solution in fulfilling a consistent Board request.

## **FY 17/18 First Quarter Statistics**

Turner asked if there was an explanation for circulation numbers going down; Rahming explained that print circulation is down slightly and that electronic circulation is up significantly which indicates an increase in circulation rather than a decrease.

## **JCLF Report**

Amy Drake, JCLF Executive Director reported that the Foundation was getting ready for the end of the year fundraising appeal which would focus on JCLS's Outreach to Childcare Programs, adding that funds raised would be used to purchase books that will be distributed to child care centers around Jackson County.

A reception honoring Mary Mastain (avid Ashland Public Library supporter), her son had donated a sum of money to the Ashland Public Library in honor of his mother's contributions.

## **NEW BUSINESS**

### **FY 16/17 Report to the State Library**

There were some questions regarding the Staff Expenditures numbers and it was requested an additional extension be requested to provide time for Rahming and Bloom to verify the information contained in the report and to get more clarification on what is included in the numbers.

### **Southern Oregon Historical Society (SOHS) Proposal**

Doug McGeary, SOHS President briefly described his connection to SOHS and JCLD as a resident of Jackson County and introduced Pat Harper, SOHS Archivist. Ms. Harper explained that partnering with a Public Library system affords SOHS the chance to forego user fees, help promote JCLS services and add to the electronic collection of the libraries.

**MOTION:** Shaw moved to endorse the SOHS President to draft a contract that can be reviewed by the Board and discussed at the next Regular Board Meeting on November 9<sup>th</sup>, 2017. Additionally, the Library Director will provide pros and cons for the District partnering with SOHS. Turner seconded the motion. The motion was approved unanimously

### **Uncollected JCLS Fines and Fees**

Bloom provided an Expired Patron Registrations with Uncollected Fines and Fees to the Board which was an update from what was provided in the Board Packet. Bloom explained that most materials and fines are paid within the first 120 days. Turner described the accumulated fees as "bad debt" that most business' would have written off already.

### **Staff Recommendation: Eliminating Library Overdue Fines**

Bloom reminded the Board that one of the goals within the Strategic Plan was for 75% of citizens of Jackson County to say that the libraries enrich their lives but they need to have access for that to happen and eliminating fines would help facilitate that. She explained that overdue fines for books would still be charged to the Patrons account but after the materials are returned the fine would be waived and access would be granted again.

**MOTION:** Turner directed JCLS staff to bring back a revised Fines and Fees Policy that eliminates fines but continues to assess material fees until that item has been returned. Turner also included in the motion that as of January 1, 2018 the District will continue the practice of not tracking long overdue materials within the library data and that a corresponding resolution also be drafted for review for the next Board meeting. Shaw seconded the motion. The motion was approved unanimously.

## **OLD BUSINESS**

### **Lindberg Estate**

With several offers having been received and the deadline being reached the Board chose to schedule an Executive Session at 4:00 p.m. Monday, 16 October 2017.

### **Executive Recruitment**

Prokop brought up that many of the services that JCLD is immediately looking for may be accomplished by hiring an Executive Administrator rather than an Executive Director. He pointed out that many of the skills being listed within the job description fit an administrator role and that a Master of Library Services degree may not actually be necessary until the District moves to hire an Executive Director. Marston reported that JCLD was the only Special District in the region not represented on RVCOG's Public Managers group only because the District does not have a Public Manager currently and that given the credentials of those within that group the District would be well served in seeking someone with a Master's degree in Public or Business Administration. She offered that the title District Manager may be a better title for this position. Based on the agreement of the Board Kiefer stated that a vote would not be required and encouraged Prokop to continue with the recruitment.

### **RFQ for Legal Services**

Turner stated that Bond Council should not be included within the scope of work due to the limited licensed Bond Councils available. Turner also expressed reservations about the importance of seeking a firm rather than an individual and pointed out the point system created was biased towards a firm. After some discussion it was determined that since most individual attorneys utilize or partner with other attorneys and firms anyways that the point system be modified more to highlight individual credentials and experience instead.

## **COMMITTEE AND BOARD MEMBER REPORTS**

Technology Committee (George Prokop, Chair) – A meeting will take place on Friday, 20 October 2017 and they hope to have some good information to bring to the Board in November. Turner requested that they also address the E Rate changes over the last couple years. Prokop answered that E Rate would be included within their report.

### **Adjourn**

Kiefer adjourned the meeting at 6:08 p.m.

/s/ Donovan Edwards

Recording Secretary

Jackson County Library District  
Statement of Revenues and Expenditures  
From 10/1/2017 Through 10/31/2017

	Current Month		YTD Budget Percentage received		
	YTD Budget	Actual	YTD Actual	Remaining	or spent to date
Operating Revenue					
Program Revenue					
Current Property Tax Collections	9,600,000.00	0.00	0.00	(9,600,000.00)	0.00%
Prior Year Property Tax Collections	250,000.00	16,441.76	45,928.16	(204,071.84)	18.37%
Interest Income	80,000.00	727.20	24,419.33	(55,580.67)	30.52%
Other Income	10.00	0.00	0.00	(10.00)	0.00%
E Rate	103,000.00	8,858.40	35,938.90	(67,061.10)	34.89%
Reimbursements From RCC	25,000.00	0.00	20,551.00	(4,449.00)	82.20%
Ready To Read Grant	33,000.00	0.00	0.00	(33,000.00)	0.00%
Conference Room Rental	25,000.00	(184.00)	6,988.25	(18,011.75)	27.95%
Government Agency Rentals	103,180.00	0.00	105,329.68	2,149.68	102.08%
Inter-library Loan Fees	1,200.00	0.00	190.00	(1,010.00)	15.83%
Library Card Replacement Fees	1,000.00	0.00	860.00	(140.00)	86.00%
Late Fee Charges	75,000.00	10,768.78	24,576.25	(50,423.75)	32.76%
Lost/Damaged Materials	10,000.00	0.00	1,067.65	(8,932.35)	10.67%
Photocopy/Fax Sales	13,000.00	0.00	2,608.56	(10,391.44)	20.06%
Patron Refunds	(3,000.00)	0.00	(371.78)	2,628.22	12.39%
Printer Sales	13,000.00	0.00	3,135.09	(9,864.91)	24.11%
On Line Fee Collections	10,000.00	700.05	2,538.82	(7,461.18)	25.38%
Hulburt Donation	125,000.00	0.00	0.00	(125,000.00)	0.00%
Library Friends Donations	65,000.00	0.00	18,597.29	(46,402.71)	28.61%
Library Foundation Donations	10,000.00	0.00	0.00	(10,000.00)	0.00%
General Public Donations	5,000.00	0.00	128.01	(4,871.99)	2.56%
OR Community Foundation- restricted	12,000.00	0.00	7,777.23	(4,222.77)	64.81%
OR Community Foundation- non restricted	2,000.00	0.00	0.00	(2,000.00)	0.00%
EJ Smith Trust-Restricted	85.00	0.00	0.00	(85.00)	0.00%
Ted Gerlock-Restricted	15.00	0.00	0.00	(15.00)	0.00%
Carpenter Foundation-Restricted	3,000.00	0.00	3,000.00	0.00	100.00%
Library Foundation Donations- CP	50,000.00	0.00	0.00	(50,000.00)	0.00%
Oregon Community Foundation- Applegate	29,000.00	0.00	0.00	(29,000.00)	0.00%
Lindberg Estate	0.00	149.50	47,551.37	47,551.37	0.00%
Beginning Fund Balance-Unrestricted	6,700,000.00	0.00	7,421,061.78	721,061.78	110.76%
Beginning Fund Balance-Restricted	300,000.00	0.00	233,202.99	(66,797.01)	77.73%
Total Program Revenue	<u>17,640,490.00</u>	<u>37,461.69</u>	<u>8,005,078.58</u>	<u>(9,635,411.42)</u>	<u>45.38%</u>
Total Operating Revenue	<u>17,640,490.00</u>	<u>37,461.69</u>	<u>8,005,078.58</u>	<u>(9,635,411.42)</u>	<u>45.38%</u>

Jackson County Library District  
Statement of Revenues and Expenditures  
From 10/1/2017 Through 10/31/2017

	Current Month		YTD Budget Percentage received		
	YTD Budget	Actual	YTD Actual	Remaining	or spent to date
Expenditures					
Program Expenses					
Personnel Cost	100,000.00	0.00	0.00	100,000.00	0.00%
Accounting Services	45,000.00	0.00	3,583.04	41,416.96	7.96%
Auditing Services	11,000.00	1,750.92	1,750.92	9,249.08	15.91%
Administrative Services	110,000.00	0.00	9,152.79	100,847.21	8.32%
Bank Fees/Interest Expense	1,000.00	45.31	345.48	654.52	34.54%
Consultant Fees	50,000.00	0.00	4,837.80	45,162.20	9.67%
Insurance	20,000.00	0.00	0.00	20,000.00	0.00%
Legal Services	30,000.00	280.00	2,720.00	27,280.00	9.06%
Memberships and Dues	2,500.00	1,519.98	1,644.98	855.02	65.79%
Office Supplies- admin	2,000.00	0.00	252.79	1,747.21	12.63%
Postage	500.00	0.00	312.60	187.40	62.52%
Registration/Tuition/Travel	10,000.00	0.00	1,854.53	8,145.47	18.54%
Special fees and Expenses	0.00	0.00	94.00	(94.00)	0.00%
Advertising/Legal Notices	2,000.00	0.00	0.00	2,000.00	0.00%
Alarm Services	2,500.00	0.00	2,356.40	143.60	94.25%
Building Repair/Maintenance	432,635.00	36,052.92	144,211.68	288,423.32	33.33%
Custodial Services	320,000.00	27,065.91	81,197.73	238,802.27	25.37%
Custodial Supplies	12,000.00	824.55	2,653.24	9,346.76	22.11%
Landscape Services	6,600.00	0.00	2,000.00	4,600.00	30.30%
Maintenance Services	2,000.00	0.00	0.00	2,000.00	0.00%
Security Services	75,000.00	4,556.00	11,480.50	63,519.50	15.30%
Signs and Signal Materials	25,000.00	0.00	0.00	25,000.00	0.00%
Building Repair/Maintenance- B-7	310,000.00	0.00	4,275.00	305,725.00	1.37%
Copier Expense	0.00	0.00	25.50	(25.50)	0.00%
Equipment Repair/Maintenance	30,000.00	317.65	2,869.59	27,130.41	9.56%
Facility Furnishing Expense	25,000.00	0.00	0.00	25,000.00	0.00%
Minor Equipment	50,000.00	1,429.30	2,835.05	47,164.95	5.67%
Minor Equipment-Computers	360,000.00	0.00	33,724.50	326,275.50	9.36%
Supplies and Expenses-Facilities	0.00	0.00	314.54	(314.54)	0.00%
Computer Software and Licensing	0.00	0.00	12,368.00	(12,368.00)	0.00%
LS&S Contract	5,065,546.00	422,128.83	1,688,515.32	3,377,030.68	33.33%
Library Materials	848,720.00	127,858.24	173,837.18	674,882.82	20.48%
City Participation	32,000.00	2,019.21	2,019.21	29,980.79	6.31%
Strategic Plan Initiative	627,000.00	0.00	0.00	627,000.00	0.00%
E Rate Services	31,827.00	7,956.75	7,956.75	23,870.25	25.00%

Jackson County Library District  
Statement of Revenues and Expenditures  
From 10/1/2017 Through 10/31/2017

	Current Month			YTD Budget Percentage received	
	YTD Budget	Actual	YTD Actual	Remaining	or spent to date
Unique Management Services	15,914.00	3,978.50	3,978.50	11,935.50	25.00%
Electricity	231,540.00	22,875.80	69,544.84	161,995.16	30.03%
Natural Gas	45,000.00	766.59	1,876.95	43,123.05	4.17%
Garbage Service	15,000.00	1,392.36	3,426.25	11,573.75	22.84%
Water and Sewer Service	33,000.00	4,236.41	14,550.33	18,449.67	44.09%
Street and Storm Drain Fees	20,000.00	3,039.08	6,164.82	13,835.18	30.82%
Telecom-Voice and LD	65,000.00	5,202.49	17,644.12	47,355.88	27.14%
Telecom-Wide Area Network	130,000.00	8,644.95	34,579.80	95,420.20	26.59%
Telecom-Internet Services	36,000.00	2,122.48	8,144.92	27,855.08	22.62%
Municipal Assessments	1,500.00	178.56	472.52	1,027.48	31.50%
Maintenance & Fuel for Vehicles	15,000.00	772.98	3,576.50	11,423.50	23.84%
Hulburt Donation	125,000.00	20,774.21	29,042.45	95,957.55	23.23%
Library Friends Donations	65,000.00	5,076.65	12,222.93	52,777.07	18.80%
Library Foundation Donations	10,000.00	700.38	700.38	9,299.62	7.00%
General Public Donations	5,000.00	375.80	375.80	4,624.20	7.51%
OR Community Foundation-restricted	34,000.00	415.15	420.21	33,579.79	1.23%
EJ Smith Trust Books	85.00	0.00	0.00	85.00	0.00%
Gerlock Trust Books	15.00	0.00	0.00	15.00	0.00%
Carpenter Foundation Books	0.00	233.06	233.06	(233.06)	0.00%
Ready to Read 2017 Grant	33,000.00	2,575.01	10,447.62	22,552.38	31.65%
Kent Family Trust	1,000.00	3,043.32	3,043.32	(2,043.32)	304.33%
Ready to Read 2016 Grant	0.00	3,233.17	3,233.17	(3,233.17)	0.00%
Library Foundation Donations- CP	50,000.00	0.00	0.00	50,000.00	0.00%
OR Community Foundation- unrestricted	12,000.00	0.00	0.00	12,000.00	0.00%
Lindberg Estate expense	0.00	114.42	21,027.93	(21,027.93)	0.00%
<b>Subtotal Materials and Supplies</b>	<b>9,482,882.00</b>	<b>723,556.94</b>	<b>2,443,895.54</b>	<b>7,038,986.46</b>	<b>25.77%</b>
Capital Outlay	250,000.00	0.00	0.00	250,000.00	0.00%
Contingency	750,000.00	0.00	0.00	750,000.00	0.00%
Ending Fund Balance	<u>5,007,608.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,007,608.00</u>	<u>0.00%</u>
Total Program Expenses	<u>15,590,490.00</u>	<u>723,556.94</u>	<u>2,443,895.54</u>	<u>13,146,594.46</u>	<u>15.68%</u>
Total Expenditures	<u>15,590,490.00</u>	<u>723,556.94</u>	<u>2,443,895.54</u>	<u>13,146,594.46</u>	<u>15.68%</u>
Transfer to Other Funds					
Transfer to Capital Improvement Fund	<u>2,050,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,050,000.00</u>	<u>0.00%</u>
Total Transfer to Other Funds	<u>2,050,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,050,000.00</u>	<u>0.00%</u>
Net Revenue Over Expenditures	<u>0.00</u>	<u>(686,095.25)</u>	<u>5,561,183.04</u>	<u>5,561,183.04</u>	<u>0.00%</u>

**Director's Report  
October 2017**

**Farewell Marian Barker**

It is with an ambivalence of sadness and joy that I announce the retirement of Marian Barker. Marian has been such a great support to me during my short tenure with JCLS. She is intuitive, judicious, and kind. What I respect the most about Marian is her candor – she always “tells it like it is!” Here are a few words from Marian recapitulating her journey as a librarian:

“I first started working for the Central Point Branch of the Jackson County Library in 1968, as a student worker during the summer months. It was an ideal job for someone my age who loved books and the branch librarian very kindly hired me every summer and during holiday breaks for eight years, until I completed my degree at SOU. She was also most insistent that I should get my Master’s degree in Library Science, so I went on to graduate from the University of Oregon’s program in 1977. In 1978, Library Director Hardin Smith hired me for my first professional position, as the Children’s Librarian at the Medford Branch.

Over the past 30 years, I have held the following positions:

- Children’s Librarian – Medford Branch
- Reference Librarian – Ashland Branch
- Branch Manager – Phoenix Branch
- Cataloging and Reference Librarian – Rock Springs Public Library, WY
- Assistant Supervisor of Branch Services – JCLS
- Cataloging Supervisor – JCLS
- Youth Services Manager/Zone Manager – LS&S

I have worked with some amazing people, had a lot of fun and have watched the library go through good times and not-so-good times. As this new chapter of my life opens, I plan to do a little gardening, spend a little time with the grandchildren and read a whole lot of books from my very lengthy list!”

**Vacancy Report**

Date	Position	Branch	Hrs/Week	Date Filled	Candidate Type
Vacant					
8/9/2017	Library Associate 2	Gold Hill	22	10/16/2017	External
9/1/2017	Library Associate 2	Ashland	20	10/2/2017	External
9/1/2017	Library Associate 2	Systemwide	On-Call	10/3/2017	External
9/21/2017	Librarian 1 (Reference)	Medford	40	10/31/2017	External
10/14/2017	Library Associate 1	Ashland	15		
10/15/2017	Supervisor(Circulation)	Ashland	40		
10/16/2017	Library Associate 2	Talent	30	10/16/2017	Internal
10/30/2017	Branch Lead Supervisor	Applegate	20		
11/16/2017	(Circulation)	Medford	40		



## **Strategic Plan Progress**

- We completed our collection development plan. It is included in the November board meeting packet for your review.
- One of the promises we made to the community in the strategic plan was to implement new models to improve information access and delivery (Connect, Objective 4). We are pleased to announce that the library will implement a new catalog interface that will help patrons search, explore, borrow and do more in our online library. BiblioCommons is a premier product used by many libraries across the country including Multnomah and Deschutes. BiblioCommons will be fully integrated with Polaris. This service improvement will provide the citizens of Jackson County with a digital discovery catalog experience that will make it simpler to explore the collection, place holds, track borrowing, due dates and renewals. BiblioCommons provides patrons and staff with enhance Reader's Advisory tools with pre-populated award and bestseller lists. Staff will be able to help patrons with recommendations and reviews. This feature will help the library highlight unique aspects of the collection to help increase circulation. BiblioCommons integrates our eContent making it easier for patrons to use Overdrive and Hoopla. We will also be able to link our databases and events in the catalog. We anticipate a 6 month implementation period. This time involves library preparation, installation and configuration (4-6 weeks), validation (4 weeks), staff release and training (4 weeks), soft launch (4 weeks) and then our public launch.
- Staff continue to provide early literacy and technological outreach to schools in their service areas.
- JCLS conducted outreach at the Ashland Literary Arts Festival at the Hannon Library, which focuses on independent story and thought throughout the entire Cascadia region, celebrating not only books, but all forms of expression: literature, poetry, journalism, art, lyrics, comics, film, and documentary.
- A taskforce convened this month to propose that Central Point bequests be applied to reconfigure children and teen areas to adapt to the changing needs of the community. The proposal is included in the November board packet for your review.

## **Staff Development**

Ashland Branch Manager Kristin Anderson, Medford Reference Librarian Holly Hertel, and Outreach Library Associate Angie Stephens all attended the Library Reads Unconference in Hillsboro, Oregon. The unconference format is one where loosely structured topical conversations in small group settings are moderated by unconference organizers. This is an excellent way to get to hear about what other libraries are doing: what has worked and what has not. The JCLS crew spread out and participated in a wide array of sessions throughout the day. Passive reader's advisory (displays and book finders), staff training ideas, and quick tricks to improve the attendees own reader's advisory skills were all on the day's agenda. Passive reader's advisory and training are critical in our two largest branches, where the reference librarians (traditionally the primary staff tasked with adult reader's advisory) are on a different floor from our fiction collections. It is likely that in the coming months ideas gleaned from the sessions will be implemented in various ways: from early discussions with Bibliocommons (an electronic reader's advisory tool), to creative displays, passive reader's advisory implementations, and a reenergized group of folks providing book recommendations through the JCLS website (which is needed in the wake of a surge in requests for this service generated by

the 10/8/17 article in the Medford Mail Tribune)! A staff training initiative is a longer-term but important goal as well.

Laura Kimberly attended the Mountain Plains Library Association and Nevada Library Association joint conference in Lake Tahoe. She presented a workshop, “Innovative Convergence of Comic Con” as well as presented a lighting roundtable on “Jump In: From STEM to STREAM Striving to Educate the Whole Student.”

### **Staff Day 2019: We’re a Novel Team**

We also hosted our annual Staff Day on October 9, 2017. This is the only time each year that all staff are at the same place at the same time. Our objective is to use this time to build cohesiveness across the system, highlight our vision and mission, and re-energize staff to carry out the objectives of our strategic plan. The event consisted of training, team building exercises, FOOD, and a short presentation from Dee Anne Everson, Jackson County United Way on compassion fatigue. Special thanks to our planning committee for a well planned and executed day.









## **Executive Director Report November 2017**

### **1. Annual Appeal**

The Annual Appeal is at the printer's and will be distributed shortly!

We have two important goals for this campaign:

- Solicit new donors
  - o We hope to begin developing relationships with these individuals
- Collect current and full contact information for former donors
  - o We hope to expand our donor database to dramatically increase our fundraising capacity going forward, particularly as the District and the Foundation work together to determine future projects

### **2. Rogue Valley Messenger**

We will be participating in the Rogue Valley Messenger's annual Give Guide for 2017. This is "a listing of local nonprofits to encourage folks to donate during the busy Holiday Season."

This includes their Giving Tuesday event on November 28, 2017 from 5 - 8 pm at the Collaborative Theatre Project in Medford. Along with twelve other nonprofits, the Foundation will host a table at the event to inform patrons about their missions and ask for donations of time or money.

We will also receive:

- Featured spot in the RVM's Give Guide, published on December 14th
- Quarter-page display ad in any issues during the 2018 calendar
- Q&A with in the Public Profile feature
- Year-long web ad placement on the RVM's website

### **3. Grant Update**

We have received a \$2,000 grant from the Jackson County Cultural Coalition to help support Baby's First Book.

While the program is currently on hiatus, it will begin again as soon as possible. We have developed new materials but are waiting to receive our grant award check from the Oregon Cultural Trust.

# Collection Performance Review

Jackson County Library System

October 27, 2017



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# Overview of Library



# Budget

## FY 17/18 Budget

### Revenue

County Funds	\$ 848,720.00
Branch Funds	\$ 700.38
Foundation Funds	\$ 0.00
Friends Funds	\$ 2,455.33
Grants	\$ 0.00
Other	\$ 490.15
<b>Total Revenue</b>	<b>\$ 852,365.86</b>

### Off The Top

Magazines/Newspapers	\$ 44,000.00
eResources	\$ 151,038.00
Hot Off the Press	\$ 55,400.00
<b>Total Off the Top</b>	<b>\$ 250,438.00</b>

### Adjustments

Handling Fee	\$ 42,436.00
Other	\$ -
<b>Total Adjustments</b>	<b>\$ 42,436.00</b>

**Total Available** \$ 559,491.86

\*Total Items @ \$20/ea 27,975

\*total items that can be purchased, at \$20/item, with current budgeted funds

## Budgeted Allocations by Area

Name	BegAlloc	Budg%Orig	CurrAlloc	Budg%Curr	CurrEncumb	TotExpend	AvailBal	YTD
JCLS Audiobook	\$44,000.00	5.46%	\$44,000.00	5.46%	\$6,210.62	\$11,803.56	\$25,985.82	
JCLS CD Music	\$23,000.00	2.85%	\$23,000.00	2.85%	\$1,983.73	\$4,414.81	\$16,601.46	
JCLS DVD	\$72,386.00	8.98%	\$72,386.00	8.98%	\$7,236.23	\$23,537.86	\$41,611.91	
JCLS eResources	\$151,038.00	18.73%	\$151,038.00	18.73%	\$0.00	\$85,176.42	\$65,861.58	
JCLS Fiction	\$100,000.00	12.40%	\$100,000.00	12.40%	\$11,711.12	\$23,203.09	\$65,085.79	
JCLS Foreign Language	\$5,760.00	0.71%	\$5,760.00	0.71%	\$1,025.84	\$431.75	\$4,302.41	
JCLS HOTP	\$55,400.00	6.87%	\$55,400.00	6.87%	\$3,513.23	\$0.00	\$51,886.77	
JCLS Jr Audio	\$7,200.00	0.89%	\$7,200.00	0.89%	\$349.90	\$1,442.60	\$5,407.50	
JCLS Jr Print	\$114,000.00	14.14%	\$114,000.00	14.14%	\$15,575.15	\$30,058.24	\$68,366.61	
JCLS Large Print	\$25,000.00	3.10%	\$25,000.00	3.10%	\$4,802.53	\$3,713.40	\$16,484.07	
JCLS Newspapers	\$15,000.00	1.86%	\$15,000.00	1.86%	\$0.00	\$1,437.60	\$13,562.40	
JCLS Nonfiction	\$90,000.00	11.16%	\$90,000.00	11.16%	\$19,027.20	\$22,216.42	\$48,756.38	
JCLS Periodicals	\$29,000.00	3.60%	\$29,000.00	3.60%	\$0.00	\$3.32	\$28,996.68	
JCLS Reference	\$25,000.00	3.10%	\$25,000.00	3.10%	\$462.80	\$4,511.28	\$20,025.92	
JCLS Storymobile	\$5,000.00	0.62%	\$5,000.00	0.62%	\$0.00	\$33.10	\$4,966.90	
JCLS Supplies	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
JCLS TIOR	\$500.00	0.06%	\$500.00	0.06%	\$0.00	\$0.00	\$500.00	
JCLS YA Audio	\$4,000.00	0.50%	\$4,000.00	0.50%	\$815.82	\$805.32	\$2,378.86	
JCLS YA Print	\$40,000.00	4.96%	\$40,000.00	4.96%	\$7,056.28	\$8,138.42	\$24,805.30	
<b>COUNTY TOTALS</b>	<b>\$806,284.00</b>	<b>100.00%</b>	<b>\$806,284.00</b>	<b>100.00%</b>	<b>\$79,770.45</b>	<b>\$220,927.19</b>	<b>\$505,586.36</b>	

## Current Out of Contract Allocations

Name	BegAlloc	Budg%Orig	CurrAlloc	Budg%Curr	CurrEncumb	TotExpend	AvailBal	YTD%
JCLS Ready-to-Read	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	
JCLS ASH Branch Funds	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	
JCLS Carnochan	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	
JCLS Carolyn O Hannum Mem	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	
JCLS Carpenter	\$417.78		\$417.78		\$0.00	\$233.06	\$184.72	
JCLS EJ SMITH	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	
JCLS EP Branch	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	
JCLS Eunice Gray	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	
JCLS Friends Ashland	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	
JCLS Friends Medford	\$2,048.85		\$4,041.69		\$119.96	\$4,041.69	-\$119.96	
JCLS Friends of the Library	\$406.48		\$859.86		\$178.88	\$859.86	-\$178.88	
JCLS General Donations	\$72.37		\$72.37		\$52.99	\$72.37	-\$52.99	
JCLS Gerlock Trust	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	
JCLS Hulburt	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	
JCLS JCL Foundation	\$0.00		\$0.00		\$4,842.18	\$0.00	-\$4,842.18	
JCLS JV Branch Funds	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	
JCLS Kent Family Trust	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	
JCLS Kidwell	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	
JCLS OR Community Fdn	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	
JCLS RU Branch Funds	\$700.38		\$700.38		\$112.96	\$700.38	-\$112.96	
JCLS SC Branch Funds	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	
JCLS Talent	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	

## Collections Recommendations

After listening to the concerns of the Board, patrons, and staff; reviewing the allocated materials budget and fund sources; the Collection Team makes the following recommendations:

- **Holds/Overburdened Ratio**
  - Decreasing the holds ration to 5:1 to ensure adequate copies of popular materials are purchased after 60 days of publication (this ratio does not apply to out-of-print items)
- **Refresh and expand Spanish language materials** to meet the demands of the Latino population of Jackson County
  - Increase Spanish language materials budget by 10%, from \$5760 to \$6336
  - Current Spanish reviewer is part-time and unable to give adequate time to system collection
  - Review the allocation during budget review process to ensure the allocated amount meets community need/demand
- **Replace the Hot Off the Press (HOTP) Subscription with the McNaughton Lease Program**
  - Increase the number of popular titles available for patrons decreasing wait periods
  - Books can be returned after peak circulation period or retained within the collection
- **Reduce time period a book is considered “new”**
  - Reduce regularly purchased new materials’ time period from 12 months to 6 months to increase turnover in displays
  - Catalog these items as New Books to increase findability for patrons and staff
- **Adult Graphic Novels**
  - Pull adult graphic novels out of the nonfiction area into a separate graphic novel collection to increase visibility and circulation of collection
  - Start ordering regularly to build collection
- **Consider whether there is still value in floating the collection**
  - Materials are already ordered for specific branches instead of for main locations and then floating to their destination
  - Many branches have stale collections that require time and effort on the part of already impacted staff to redistribute
  - No metrics for distribution/redistribution are in place
  - Weeding is more difficult as many items get sent to larger locations
- **Review all materials allocations to align with performance**
  - Edelweiss circulation statistics show a disparity in what is allocated to a particular collection and how it is performing
  - Review all allocations to ensure the library system is responding to current community needs

## Weeding Plan

### Current Policy:

*DESELECTION AND COLLECTION MAINTENANCE* Withdrawal of material from the circulating collections is a vital part of successful collection maintenance. Continuous evaluation is necessary and materials are regularly removed to maintain a current, accurate and appealing collection.

An item may be deselected for several reasons, including:

- *Out-of-date information*
- *Wear or damage*
- *Item no longer responds to current needs or interests*
- *Materials in the format are no longer collected*
- *Insufficient use or lack of customer demand*

*Deselected items may be given to the Friends of the Library to sell or may be recycled at the discretion of the Library.*

The Collection Development Library will work with branches to create actionable deselection plans.

## Cataloging Plan

The library currently has well-documented policies and procedures for handling the withdrawal of library material from the catalog. These policies and procedures have been in place for many years and as a result, the JCLS catalog is generally well-maintained. However, an inventory of the library's holdings has not been undertaken for over a decade. The Collection Development plan makes the following recommendations:

- Review the policies and procedures for withdrawals to eliminate any obsolete or inefficient workflows; continue to review annually
- Conduct an inventory of the library's holdings to ensure the accuracy of catalog records and evaluate the condition of materials on the shelf
- Update the library's holdings in OCLC; this might involve a complete records reclamation project, depending on the library's contract with OCLC
- Work with OverDrive, OCLC and the Oregon Digital Library Consortium to ensure that catalog records are available for all the library's OverDrive titles



## Acquisitions Plan

- Annual review of the fund structure to identify funds to be added or deleted
- Periodic review with local library staff of the vendor cataloging and processing (C&P) specifications
- Update any C&P specifications with vendors when requested by local library staff
- Timely creation and submission of materials orders
- Monthly reports generated and sent to local library staff of orders submitted, invoices paid, and fund statuses
- Reporting of C&P errors via the Vendor Issues form, as needed
- Timely payment of vendor invoices by local library staff after receipt of materials

## LIBRARY CARD REGISTRATION POLICIES

Jackson County Library Services (JCLS) provides people with access to a wide variety of services including the ability to:

- Check out books, movies and music CDs
- Download e-books, audiobooks, music and videos
- Place holds on items in person or online
- Reserve time on a Library computer
- Use online resources

JCLS has several registration options designed to meet the needs of Jackson County residents, property owners, neighbors and visitors. Borrowing privileges and limits will depend upon the option selected at registration.

## LIBRARY CARD TYPES

### JCLS RESIDENT FULL SERVICE LIBRARY CARD

Full Service library cards are free to all residents and persons paying property taxes in Jackson County. Residents 18 and older may register for a full service library card by presenting a completed library card application and two pieces of identification at any JCLS branch. One piece of identification must show the resident's current address.

Those 17 and younger must be accompanied by a parent or guardian present who will need to provide identification and proof of residency. Parents or guardians are responsible for any charges incurred as the result of use of a child's card. Parents may choose a parent-restricted card for their child that limits the number of items their child can borrow.

### TEMPORARY LIBRARY CARD

New residents to Jackson County may register for a Temporary library card by presenting a completed library card application and two pieces of identification at any JCLS branch. The temporary card expires in sixty days and may be upgraded to a Full Service card when the cardholder provides proof of residency within Jackson County. The Temporary cardholder may access all library services but will be limited to borrowing two items at a time. Renewal of a temporary card may be approved by the Branch Manager on a case-by-case basis subject to any unique facts and circumstances.

### NON-RESIDENT LIBRARY CARD

Non-Resident cards are available to persons living outside of Jackson County who do not meet the residence/property ownership qualifications for full service cards, but who wish

to have the privileges of the full service borrower. Non-residents must establish proof of identity and proof of address.

The fee for the Non-Resident Card will be set initially at \$100 per year, or \$25 for three months, per household. The fee will be reviewed annually. Every person in the household may have a library card for the single fee. "Household" means a group of individuals who comprise a family unit and who live together under the same roof. There is no reduction in the fee for small households. The fee is not refundable and cannot be prorated.

#### HOMEBOUND LIBRARY CARD

Homebound cards are issued to full service cardholders who are part of JCLS Outreach to Homebound Program. Homebound cards permit the same borrowing privileges as full service cards. To accommodate the nature of the outreach service and delivery cycle, however, items are checked out until the next scheduled delivery date.

#### BRANCH/DEPARTMENT AND TRAINING CARDS

Branch/Department and Training cards are issued to authorized JCLS staff as needed in direct connection with staff persons' job responsibilities.

#### ACCEPTABLE PROOFS OF IDENTITY, RESIDENCY AND PROPERTY OWNERSHIP

At least one proof of identity must include a photo ID for people 18 years and older. Acceptable forms of proof of identification, residency and property ownership include but are not limited to the following:

- Driver's license or other valid government issued photo identification
- Passport
- County tax bill
- Student ID card with photo
- Mortgage agreement, lease or rent receipt
- Voter registration card
- Piece of mail with current postmark which includes name and address
- Resident Alien Card
- Property tax statement which includes name and address
- Utility bill with address

Children and teens 17 and younger must have a parent or legal guardian present, and the parent or guardian will need to present acceptable proofs of identity and residency or property ownership.



## **JCLS BORROWING POLICIES BORROWING LIMITS FOR BOARD REVIEW – 11/1/17**

Patrons with a Full Service card may borrow up to sixty items simultaneously with the exception of DVDs and magazines which are limited to ten items simultaneously. Patrons with a Parent Restricted card or Temporary card may borrow 2 items of any type of circulating material simultaneously.

Patrons are responsible for all material checked out on their library card. Parents are responsible for all material checked out on their child's card. If a card is lost or stolen, the patron is responsible for all items checked out prior to the date the theft or loss is reported directly to a library staff person. Limits may be placed on a patron's borrowing privileges if the patron has excessive charges and/or overdue materials.

### **LOAN PERIODS**

All JCLS materials circulate for 21 days, except for DVDs, and magazines which circulate for 7 days. Materials checked out to homebound patrons are checked out until the next scheduled delivery date.

### **RETURNING MATERIALS**

All borrowed materials may be returned to any JCLS library location, at any time, regardless of where the materials were borrowed.

### **RENEWALS**

Materials may be renewed at the library, over the phone, or by logging into the patron's account online. Most materials are renewable for two borrowing periods beyond the original borrowing period. Exceptions include magazines, "hot off the press" items, and items that are on hold by another patron.

### **RENEWAL OF INTERLIBRARY LOAN MATERIALS**

Interlibrary Loan materials may be renewed only with the prior approval of the lending institution. The patron or librarian must contact the JCLS Interlibrary Loan department to request renewal prior to the "renewal request" date listed on the Interlibrary Loan item.

### **HOLDS**

#### **PLACING A HOLD**

Patrons may place a hold request on items located at any JCLS Branch, with the exception of reference materials and special materials, such as pamphlets, maps, sheet music and any other items designated as non-holdable in the JCLS Catalog. Patrons may place hold

requests by logging into their account or in person at the library. Patrons may have a maximum of 25 items on hold simultaneously regardless of material type or format.

#### PICKING UP A HOLD

Patrons will be notified that a hold is awaiting pick-up. Items not picked up by the patron or authorized representative before the hold expiration date will be returned to circulation. The hold expiration date may vary based upon the number of open days at a particular branch.

#### FINES AND CHARGES OVERDUE MATERIALS

It has been demonstrated the imposition of fines does not act as an effective deterrent to the late return of materials. However, fines do serve as an inequitable barrier to service, disproportionately impacting children and community members with the least financial resources. Given the Library's core values of respect, accessibility, integrity, innovation and collaboration, we do not impose or collect fines for the late return of materials.

#### LOST OR DAMAGED MATERIALS

Patrons with an item overdue for 14 days or longer, or with fees of more than \$25 will be blocked from checking out additional materials. The library assumes that the item is lost when it is 21 days overdue. The library will send patrons a bill for the replacement cost of the item. Accounts with fees for lost or damaged items may be sent to a Materials Recovery Service and charged with an additional fee of \$10. Patrons may request a refund if they return the lost item within six months and the item is still in good condition. Decisions to refund the lost material charge will be made on a case-by-case basis subject to the unique facts and circumstances of the incident.

Patrons will also be charged for damaged materials that can no longer be circulated.

#### LOST OR DAMAGED LIBRARY CARD

There is a fee for replacing a library card, which has been lost or damaged beyond use. The fee is included in the current JCLS Fee Schedule.

#### INTERLIBRARY LOAN SERVICES

The non-refundable fee for each Interlibrary Loan search is set forth in the current JCLS Fee Schedule.

## **JCLS Social Media Use Policy for Library District Board Review – 11/1/17**

Jackson County Library Services (JCLS) utilizes social media to provide the community information, resources, and opportunities for engagement. Recognizing that residents increasingly obtain information and communicate online, our goal is to meet library users where they are. JCLS also utilizes social media to increase brand awareness, drive website traffic, and increase the use of library resources and services. JCLS's accounts are publicly-accessible, in keeping with its commitment to openness.

JCLS has an overriding interest and expectation in deciding what is "spoken" on behalf of the Library on social media sites. This policy establishes guidelines for the use of social media.

All JCLS social media accounts are subject to approval by the JCLS Marketing Department.

The Library's website (jcls.org) will remain its primary and predominant internet presence.

When possible, content posted to JCLS social media sites will also be available on the JCLS website.

When possible, content posted to JCLS social media sites should contain links directing users back to the JCLS website or library catalog for in-depth information or access to materials from the collection.

The best, most appropriate JCLS use of social media tools fall generally into three categories:

As channels for announcing news or disseminating time-sensitive information as quickly as possible (example: event promotion or cancellation).

As marketing/promotional channels which increase JCLS's ability to broadcast its value to the widest possible audience.

To solicit feedback from the community.

Marketing staff are primarily responsible for managing the content and upkeep of JCLS social media sites.

Additional JCLS staff may contribute content as part of the social media administrative team, with approval from their supervisor(s), the Marketing Department, and the Director.

JCLS social media administrators represent JCLS as an official "voice" and shall use sound judgment in selecting items to post, choosing words, and responding to comments.

JCLS social media sites shall comply with all appropriate JCLS policies and standards, including but not limited to:

Patron Confidentiality Policy. JCLS, in its use of social media, is committed to patron privacy and transparency. Unless patrons volunteer the information, staff will never give out personally-identifiable information about patrons or their use of library services. (Use of equipment, internet access, email, etc.)

- Code of Conduct
- Internet and Computer Use Policy

Additional policies may be added as appropriate. Any exceptions must be approved by the Marketing Department.

JCLS social media sites are subject to Oregon State public records laws. Any content maintained in a social media format that is related to Jackson County Library District business, including a list of subscribers and posted communication, is a public record. JCLS is responsible for responding completely and accurately to any public records request for public records on social media. Content related to JCLS business shall be maintained in an accessible format and so that it can be produced in response to a request. Wherever possible, such sites shall clearly indicate that any articles and any other content posted are subject to public disclosure.

Oregon state law and relevant JCLD and JCLS records retention schedules apply to social media formats and social media content. Unless otherwise addressed in a specific social media standards document, JCLS shall preserve records required to be maintained pursuant to a relevant records retention schedule for the required retention period on a JCLS server in a format that preserves the integrity of the original record and is easily accessible. Appropriate retention formats for specific social media tools will be detailed in the JCLS social media standards.

JCLS social media site articles and comments containing any of the following forms of content shall not be allowed:

- Profane language or content;
- Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
- Commercial material, spam, and solicitations of commerce;
- Conduct or encouragement of illegal activity;
- Pornography and graphically violent images
- Information that may tend to compromise the safety or security of the public or public systems; or
- Intellectual property violations or plagiarized items

These guidelines must be displayed to users or made available by hyperlink. Any content removed based on these guidelines must be retained, including the time, date and identity of the poster when available.

JCLS reserves the right to restrict or remove any content that is deemed in violation of this social media policy or any applicable law.

JCLS will approach the use of social media tools as consistently as possible, system-wide.

All new social media tools proposed for JCLS use must be approved by the Marketing Department.

Administration of JCLS social media sites.

The Marketing Department will maintain a list of social media tools which are approved for official use by JCLS departments and staff.

The Marketing Department will maintain a list of all JCLS social media sites, including login and password information.

The Marketing Department will maintain a list of all approved administrators for all JCLS social media sites.

JCLS must be able to immediately edit or remove content and revoke administrative privileges from social media sites.

For each social media tool approved for use by JCLS, standards will be developed and adopted, to include:

Operational and use guidelines

Standards and processes for managing accounts on social media sites

JCLS branding standards

System-wide design standards

Standards for the administration of social media sites

## Social Media Standards

JCLS will develop and approve standards for the following social media applications:

Video – Video Posting Standard

Twitter - Twitter Standard

Facebook - Facebook Standard

Instagram – Instagram Standard

LinkedIn – LinkedIn Standard

Snapchat – Snapchat Standard

## Community use of JCLS's Social Media

JCLS encourages everyone in the community, including staff, to interact with JCLS through social media, in accordance with this policy. This includes commenting on posts, sharing content, and tagging the library in relevant posts or photos. Posts from the personal social media accounts of library staff do not necessarily represent JCLS's official positions or opinions. JCLS reserves the right to block users who are in violation of this policy from viewing and interacting with JCLS social media accounts.

#### Use by Minors

JCLS treats social media like any other resource in that it affirms the right and responsibility of parents and legal guardians to determine and monitor their own children's use of library services. JCLS does not act in place of a parent or guardian. As such, JCLS is not responsible for enforcing restrictions which a parent or guardian may place on a minor's use of social media.

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## Jackson County Library District Cyber Liability Policy

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### **Background:**

The Jackson County Library District (“District”) understands that the primary goal in mitigating risk in a digital environment is to safeguard the sensitive data. The data may be operational information, which is necessary for the organization to function; or, it may be library patron or staff data that the organization has a legal responsibility to secure. As set forth below, there are numerous things that must be done to safeguard the data, and the following guide identifies the priorities that will help get it done. Since the District has no employees, the intended audience for this policy are contractors of the Jackson County Library District that create, modify, analyze and distribute sensitive data on behalf of the District and its patrons.

### **1. Safeguard the data:**

- a. Identify and empower a key individual(s) to own the responsibility of safeguarding sensitive data.
- b. Identify the data that is being received, transmitted and stored. What type of data - PI, PHI, and/or PCI?
- c. Identify how and where the data is being received or generated (email, cloud services, user devices, etc.). Data should only be received or generated if there is a legitimate business reason to do so.
- d. Identify how and where the data is being stored (network servers, user devices, removable media, cloud services, physical filing systems, etc.). Data should only be stored if there is a legitimate business reason to do so.
- e. Identify how the data is being protected. If it is sensitive data, consider encryption in both transit and at rest.
- f. Identify how and when the data is being disposed. Data should only be kept as long as there is a legitimate business reason to retain it, and it should thereafter be securely shredded or degaussed.

### **2. Safeguard the information Systems**

- a. **Identify and empower a key individual(s) to own the responsibility** of safeguarding the information system – it may be the same person(s) responsible for safeguarding the data, but there must be someone empowered and resourced to protect the system.
- b. **Inventory authorized hardware** to help detect unauthorized devices. You have to know your network – know what should be on it - in order to protect it.
- c. **Inventory authorized software** to help detect unauthorized and malicious software. Similar to hardware, you have to know what should be on your network in order to detect and prevent unauthorized software.
- d. **Develop and implement secure configurations for all devices** to reduce the number of vulnerabilities an attacker could exploit.

- e. **Continuously monitor for and assess vulnerabilities** and immediately remediate. The digital environment is in a constant state of flux, and the threats continue to change in scope and severity. It is therefore critical that you continuously seek to identify vulnerabilities, and immediately remediate them.
- f. **Control use of administrative privileges** to ensure that only those individuals with legitimate occupational need are allowed administrative access to network resources and devices. **Control access based on the need to know** to prevent unauthorized access to the system and data.
- g. **Actively monitor and control all active accounts** to minimize authorized access.
  - Review all accounts and disable inactive accounts;
  - Ensure all individual accounts are terminated immediately upon an individual's departure;
  - Ensure all contractor accounts are terminated upon completion of the project;
  - Ensure all service accounts are secured if used or terminated if inactive.
- h. **Actively protect all accounts and user devices.**
  - Implement password complexity rules requiring passwords to meet length and strength requirements, including a mix of uppercase and lowercase letters, numbers, and symbols;
  - Require passwords to be changed routinely and kept private;
  - Encrypt devices to protect sensitive data;
  - Require screen locks after short intervals of inactivity.
- i. **Implement email and web browser protections** to mitigate the risk that unauthorized users could compromise your system.
  - Use only fully-supported web browsers and email clients in your organization;
  - Use spam filters and firewalls to prevent unwanted, harmful email, and other forms of potentially vulnerable communications.
- j. **Use anti-malware software** to prevent malicious programs like ransomware from being entering or being installed in your environment.
- k. **Deploy boundary defenses**, including firewalls, to control the flow of traffic and search for evidence of unauthorized access or malicious programs.
  - Create **blacklists** of known malicious IP addresses and deny them access;
  - Create **whitelists** of known, trusted sites that individuals should or need to have access to from organization devices;
  - Use a VPN or other secured means for users to remotely access your organization's network;
  - Require **multi-factor authentication** for all remote access to your organization's network.
- l. **Monitor both inbound and outbound traffic.** It is important to not just monitor what is entering your network, but it is increasingly important to monitor what is leaving your network. Unauthorized users often enter through encrypted tunnels, and are not detected until they attempt to leave with sensitive data.



- m. **Strengthen the security of your wireless networks** and limit wireless access to your network to authorized devices with a bona fide business need.
- Scan wireless network for, and disable all, unauthorized wireless access points;
  - Ensure that all wireless traffic is encrypted;
  - Create separate virtual local area networks (VLANs) for “bring your own devices” (BYODs) and other untrusted devices.
- n. **Continuously update operating systems and software** to reduce vulnerabilities.
- o. **Implement and test data recovery capabilities** to recover critical information in the event of a system failure or attack. It is increasingly important that data backups regularly be tested for integrity to ensure their availability in the event of a system compromise, such as an encryption attack.
- p. **Develop and test an incident response plan.** It is essential that all key stakeholders are involved in the planning for the inevitable data security incident. It is also important to “test” the plan through simulated data security events. “Experiencing” a data security event before it actually occurs accelerates an organization’s ability to effectively contain and remediate an incident.
- q. **Develop and implement a records retention and disposal plan.** Information should only be retained as long as there is a legitimate business need for doing so. It must thereafter be securely disposed.
- r. **Educate users on network security awareness and safe data practices.** Users are the “human firewall” and it is critically important to keep them apprised of how they can protect their data and the organization’s system.
- Inform them about the dangers of opening links in email, tweets, posts, online ads, messages or attachments, even if they are from a known source;
  - Inform them about the dangers of using removable media from unknown sources;
  - Inform them about social engineering techniques;
  - Require them to confirm any requests for W-2 information or wire transfers with appropriate organization personnel;
  - Encourage them to report requests for sensitive data, such as passwords or financial information, from new or unexpected sources.

Adopted: November 9, 2017



**Laura Kimberly**  
*Medford Branch Library Manager*

205 South Central Avenue  
Medford, Oregon 97501  
541-774-6415  
lkimberly@jcls.org

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Library District Board Members:

I am writing today to update you on the current status of our janitorial services provided by Pathway Enterprises Inc. For nearly three years, the Central JCLS building in Medford has contracted with Pathway in order to maintain the visual appearance and cleanliness of the building's interior as well as emptying the trash containers on the exterior of the building during operational hours. With the simultaneous increase in operational hours from 24 to 40 hours per week in January 2015, this extra crew has been instrumental in ensuring and exceeding the high standards of JCLS in building appearance.

At this time, we need to renegotiate our mutually beneficial contract terms regarding service provided during operational hours by Pathway. Richard Simpson, Pathway Contract Services Director, stated that in order to retain their services, a contract addition totaling \$30,000 per year would be needed.

Current daily services include: sanitizing all high frequency touch surfaces, dusting, cleaning public restrooms, vacuuming, mopping, and emptying waste baskets. A full list of their duties is attached to this memorandum as an addendum as well as a cost workbook from Pathway. Upon review, it will be clear that if Pathway Enterprises were no longer providing these services, the standard of building cleanliness would be unacceptably low. The only other staff member performing daily cleaning tasks is one 40 hour (FTE) employee who is considered a day porter. The volume of work and maintenance tasks in this building cannot be accomplished by one person let alone dealing with vandalism, unexpected spills, drug paraphernalia, or graffiti, all issues that need to be addressed on a regular basis.

Thank you for your time and please consider authorizing the requested increase so that we can continue our mutually beneficial relationship with Pathway Enterprises. After all, I just accepted on behalf of the Jackson County Library District Board an award as the ORA Public Employer of the Year 2017 because of our outstanding service commitment and contributions to the employment of individuals with disabilities employed by Pathway Enterprises Inc.

Sincerely,

Laura Kimberly  
Medford Branch Library Manager

**Costing Workbook  
For Janitorial & Grounds Maintenance  
Contracts Under the  
Qualified Rehabilitation Facilities Program**



**Oregon State Department of Administrative Services**  
Procurement, Fleet, and Surplus Services  
1225 Ferry Street SE, U140  
Salem, Oregon 97301  
(503) 378-4642

**SUMMARY OF ANNUAL COSTS**

revised: 4/5/2011

The summary sheet is linked to the other sheets in this workbook. Any area shaded in light green is either a formula or linked to another work sheet. The only manual input to this sheet will be to input the QRF name. The costs are to be divided into five categories: Raw Materials, Labor, Overhead, Delivery and Reserve Costs. Raw materials consist of supplies, small equipment & tools, and large or special equipment. Each category is detailed on the following sheets. Labor costs is direct labor used to produce or service the contract. Overhead costs is a line item charge which is computed on the overhead sheet. Transportation or delivery and reserve computations are also completed on the following sheets. All these costs will vary depending upon your organization and the specifications for the project. Each sheet will have an example calculation and further instructions for completion.

QRF Name **PATHWAY ENTERPRISES, INC.**  
Project **JACKSON COUNTY LIBRARY DISTRICT**

**Executive Director Signature:** \_\_\_\_\_

**Raw Materials**

Per Time Use - Supplies	(from supplies worksheet)	\$ 8,401.39
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$ 9,467.68
		<b>Subtotal 1</b> \$ 17,869.07

**Labor**

Direct Labor	(from labor daily worksheet)	\$ 204,004.45
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**Overhead**

See Overhead Worksheet		\$ 56,207.96
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**Delivery**

Transportation	(from Trans & Reserve worksheet)	\$ -
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**Total Before Margin** \$ 278,081.48

**Reserve**

Margin Held in Reserve	(from Trans & Reserve worksheet)	\$ 17,749.88
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**Total Bid Yearly** \$ 295,831.36  
**Monthly** \$ 24,652.61

**Work Area**

This workbook increases the Medford Library hours from 14 per day to 19 per day Monday - Friday incorporating the Pathway Work Crew into the contract. This increases the overall annual price for cleaning the district by \$26,997. Pathway will at a minimum staff the operation with with a client work crew of three individuals and a job coach for a five hour shift. This workbook was originally accepted at \$268,834 and has now increased to \$295,831.

**RAW MATERIALS**

Supplies

PATHWAY ENTERPRISES, INC.

JACKSON COUNTY LIBRARY DISTRICT

**Raw Materials:**

This category is often spelled out in the Request for Offer (RFO). Language such as "Items to be provided by Contractor" will usually reflect Supplies or Raw Materials. In the case of a Service Contract this will likely include not only supplies required to perform the service each month, but also Equipment & Tools. In the case of a commodity contract the Raw Materials will be figured on a Per Item Manufactured basis.

A custodial contract, for example, may require the following for month - Supplies:

- |                                |                                |
|--------------------------------|--------------------------------|
| Paper products and soap        | Broom and dustpan              |
| Cleaning chemicals or products | Floor Wax                      |
| Spray bottles                  | Scrub brushes or scouring pads |

**Per Use/Per Item Manufactured - Supplies**

Item	Unit Price	Units Needed Per Month	Monthly Cost	Annual Cost
1 7" TOOTHBRUSH	\$ 1.68	3.0000	\$ 5.040000	\$ 60.48
2 A-BEN-A-QUI VANDALISM REMOVER	\$ 8.88	2.0000	\$ 17.760000	\$ 213.12
3 BAR TOWELS 60 EACH	\$ 21.99	2.0000	\$ 43.980000	\$ 527.76
4 BARKEEPERS FRIEND CLEANSER	\$ 2.84	8.0000	\$ 22.720000	\$ 272.64
5 BROOMS	\$ 5.99	1.0000	\$ 5.990000	\$ 71.88
6 CARPET SPOTTING BRUSH	\$ 9.85	1.0000	\$ 9.850000	\$ 118.20
7 DUST MOP FRAME (36")	\$ 6.68	0.5000	\$ 3.340000	\$ 40.08
8 DUST MOP HEAD (36")	\$ 8.42	1.0000	\$ 8.420000	\$ 101.04
9 DUSTPANS	\$ 2.65	1.0000	\$ 2.650000	\$ 31.80
10 GLEME GLASS CLEANER	\$ 2.04	6.0000	\$ 12.240000	\$ 146.88
11 GREASE LIGHTNING	\$ 9.52	1.0000	\$ 9.520000	\$ 114.24
12 GUM OFF (FREEZING AGENT)	\$ 3.47	3.0000	\$ 10.410000	\$ 124.92
13 HEPASTAT 256	\$ 22.03	1.0000	\$ 22.030000	\$ 264.36
14 LAMBSWOOL DUSTER 28"	\$ 4.74	2.0000	\$ 9.480000	\$ 113.76
15 LAMBSWOOL DUSTER FLEXIBLE	\$ 10.36	1.0000	\$ 10.360000	\$ 124.32
16 LATEX EXAM GLOVES (LARGE) 100	\$ 8.44	6.0000	\$ 50.640000	\$ 607.68
17 LATEX EXAM GLOVES (MEDIUM) 100	\$ 8.44	5.0000	\$ 42.200000	\$ 506.40
18 LATEX EXAM GLOVES (X LARGE) 100	\$ 8.44	2.0000	\$ 16.880000	\$ 202.56
19 LOBBY PRO UPRIGHT DUST PAN	\$ 11.89	0.3300	\$ 3.923700	\$ 47.08
20 MICROFIBER MOPS	\$ 11.65	-	\$ -	\$ -
21 MICROFIBER TOWELS	\$ 21.60	0.5000	\$ 10.800000	\$ 129.60
22 MOP HANDLES	\$ 8.25	0.3300	\$ 2.722500	\$ 32.67
23 MOP HEADS	\$ 16.13	2.0000	\$ 32.26	\$ 387.12
24 MR CLEAN MAGIC ERASER	\$ 6.43	3.0000	\$ 19.290000	\$ 231.48
25 REFLECTION STAINLESS STEEL POLISH	\$ 4.69	3.0000	\$ 14.070000	\$ 168.84
26 SCOTCHBRITE LIGHT DUTY CLEANSING	\$ 0.84	10.0000	\$ 8.400000	\$ 100.80
27 SCOTCHBRITE LIGHT DUTY CLEANSING	\$ 1.43	10.0000	\$ 14.300000	\$ 171.60
28 SCRAPERS	\$ 0.68	2.0000	\$ 1.360000	\$ 16.32
29 SNAP ON DUST MOP HANDLES	\$ 10.35	0.5000	\$ 5.175000	\$ 62.10
30 SPRAY BOTTLES LARGE	\$ 0.88	10.0000	\$ 8.800000	\$ 105.60
31 SPRAY HEADS HEAVY DUTY	\$ 2.68	5.0000	\$ 13.400000	\$ 160.80
32 SUSTAINABLE EARTH #64 NUETRAL CLE	\$ 22.93	1.0000	\$ 22.930000	\$ 275.16
33 SUSTAINABLE EARTH #66 DISINFECTAN	\$ 21.33	1.5000	\$ 31.995000	\$ 383.94
34 SUSTAINABLE EARTH #70 WASHROOM C	\$ 30.72	1.0000	\$ 30.720000	\$ 368.64
35 TANNIN STAIN REMOVER	\$ 16.49	1.0000	\$ 16.490000	\$ 197.88
36 TOILET BRUSH	\$ 4.87	2.0000	\$ 9.740000	\$ 116.88
37 VACUUM BAG (VERSAMATIC)	\$ 1.89	2.0000	\$ 3.780000	\$ 45.36
38 VIA FRESH LEMON DROP ENZYME	\$ 20.50	2.0000	\$ 41.000000	\$ 492.00
39 WIDE AREA WINDSOR VAC BAG	\$ 4.20	1.0000	\$ 4.200000	\$ 50.40
40			\$ -	\$ -
41			\$ -	\$ -
42			\$ -	\$ -
43 GASOLINE	\$ 2.25	45.0000	\$ 101.250000	\$ 1,215.00
44			\$ -	\$ -
45			\$ -	\$ -
46			\$ -	\$ -
47			\$ -	\$ -
48			\$ -	\$ -
49			\$ -	\$ -
50			\$ -	\$ -
<b>Total</b>			<b>\$ 700.116200</b>	<b>\$ 8,401.39</b>

Areas in green are formula driven.

**Monthly Cost =** Monthly cost is computed by multiplying the total unit cost by the units needed per month.

**Annual Cost =** Annual cost is computed by monthly cost times 12 months.



	Worker Description	Work Hours	Hourly Rate	% Productivity	Sub-Total 1	FICA	Sub-Total 2	Workers comp%	Sub-Total 3	Unemployment %	Sub-Total 4	Other Benefits %	Other Benefits Monthly \$	Other Benefits SubTotal 5	Daily/Per Item Labor	Times Per Yr.	Annual/Total Labor	Annual Hours Labor	
1	APPLEGATE	1.00	\$ 12.24	100%	\$ 12.24	0.0765	\$ 0.94	3.10%	\$ 0.38	2.90%	\$ 0.35	13.60%	\$ 1.66	\$ 15.58	104	\$ 1,619.84	104.0		
2	ASHLAND	7.00	\$ 12.24	100%	\$ 85.68	0.0765	\$ 6.55	3.10%	\$ 2.66	2.90%	\$ 2.48	13.60%	\$ 11.65	\$ 109.03	312	\$ 34,016.67	2,184.0		
3	BUTTE FALLS	1.00	\$ 12.24	100%	\$ 12.24	0.0765	\$ 0.94	3.10%	\$ 0.38	2.90%	\$ 0.35	13.60%	\$ 1.66	\$ 15.58	52	\$ 809.92	52.0		
4	CENTRAL POINT	2.00	\$ 12.24	100%	\$ 24.48	0.0765	\$ 1.87	3.10%	\$ 0.76	2.90%	\$ 0.71	13.60%	\$ 3.33	\$ 31.15	156	\$ 4,859.52	312.0		
5	EAGLE POINT	2.00	\$ 12.24	100%	\$ 24.48	0.0765	\$ 1.87	3.10%	\$ 0.76	2.90%	\$ 0.71	13.60%	\$ 3.33	\$ 31.15	156	\$ 4,859.52	312.0		
6	GOLD HILL	2.00	\$ 12.24	100%	\$ 24.48	0.0765	\$ 1.87	3.10%	\$ 0.76	2.90%	\$ 0.71	13.60%	\$ 3.33	\$ 31.15	156	\$ 4,859.52	312.0		
7	JACKSONVILLE	1.25	\$ 12.24	100%	\$ 15.30	0.0765	\$ 1.17	3.10%	\$ 0.47	2.90%	\$ 0.44	13.60%	\$ 2.08	\$ 19.47	104	\$ 2,024.80	130.0		
8	MEDFORD	14.00	\$ 12.24	100%	\$ 171.36	0.0765	\$ 13.11	3.10%	\$ 5.31	2.90%	\$ 4.97	13.60%	\$ 23.30	\$ 218.06	365	\$ 79,590.29	5,110.0		
9	PHOENIX	2.50	\$ 12.24	100%	\$ 30.60	0.0765	\$ 2.34	3.10%	\$ 0.95	2.90%	\$ 0.89	13.60%	\$ 4.16	\$ 38.94	104	\$ 4,049.60	260.0		
10	PROSPECT	1.00	\$ 12.24	100%	\$ 12.24	0.0765	\$ 0.94	3.10%	\$ 0.38	2.90%	\$ 0.35	13.60%	\$ 1.66	\$ 15.58	104	\$ 1,619.84	104.0		
11	ROGUE RIVER	2.50	\$ 12.24	100%	\$ 30.60	0.0765	\$ 2.34	3.10%	\$ 0.95	2.90%	\$ 0.89	13.60%	\$ 4.16	\$ 38.94	104	\$ 4,049.60	260.0		
12	RUCH	1.00	\$ 12.24	100%	\$ 12.24	0.0765	\$ 0.94	3.10%	\$ 0.38	2.90%	\$ 0.35	13.60%	\$ 1.66	\$ 15.58	104	\$ 1,619.84	104.0		
13	SHADY COVE	2.00	\$ 12.24	100%	\$ 24.48	0.0765	\$ 1.87	3.10%	\$ 0.76	2.90%	\$ 0.71	13.60%	\$ 3.33	\$ 31.15	104	\$ 3,239.68	208.0		
14	TALENT	1.75	\$ 12.24	100%	\$ 21.42	0.0765	\$ 1.64	3.10%	\$ 0.66	2.90%	\$ 0.62	13.60%	\$ 2.91	\$ 27.26	104	\$ 2,834.72	182.0		
15	WHITE CITY	1.75	\$ 12.24	100%	\$ 21.42	0.0765	\$ 1.64	3.10%	\$ 0.66	2.90%	\$ 0.62	13.60%	\$ 2.91	\$ 27.26	104	\$ 2,834.72	182.0		
16	SUPERVISION	5.00	\$ 18.66	100%	\$ 93.30	0.0765	\$ 7.14	3.10%	\$ 2.89	2.90%	\$ 2.71	13.60%	\$ 12.69	\$ 118.72	260	\$ 30,868.31	1,300.0		
17	MEDFORD	5.00	\$ 12.24	100%	\$ 61.20	0.0765	\$ 4.68	3.10%	\$ 1.90	2.90%	\$ 1.77	13.60%	\$ 8.32	\$ 77.88	260	\$ 20,248.02	1,300.0		
18					\$ -		\$ -		\$ -		\$ -		\$ -	\$ -		\$ -	0.0		
19					\$ -		\$ -		\$ -		\$ -		\$ -	\$ -		\$ -	0.0		
20					\$ -		\$ -		\$ -		\$ -		\$ -	\$ -		\$ -	0.0		
21					\$ -		\$ -		\$ -		\$ -		\$ -	\$ -		\$ -	0.0		
22					\$ -		\$ -		\$ -		\$ -		\$ -	\$ -		\$ -	0.0		
23					\$ -		\$ -		\$ -		\$ -		\$ -	\$ -		\$ -	0.0		
24					\$ -		\$ -		\$ -		\$ -		\$ -	\$ -		\$ -	0.0		
25					\$ -		\$ -		\$ -		\$ -		\$ -	\$ -		\$ -	0.0		
26					\$ -		\$ -		\$ -		\$ -		\$ -	\$ -		\$ -	0.0		
27					\$ -		\$ -		\$ -		\$ -		\$ -	\$ -		\$ -	0.0		
28					\$ -		\$ -		\$ -		\$ -		\$ -	\$ -		\$ -	0.0		
29					\$ -		\$ -		\$ -		\$ -		\$ -	\$ -		\$ -	0.0		
30					\$ -		\$ -		\$ -		\$ -		\$ -	\$ -		\$ -	0.0		
															<b>Total</b>	<b>\$ 862.45</b>	<b>Total</b>	<b>\$ 204,004.45</b>	<b>12,416.0</b>

Areas in green are formula driven.

**Work Hours** = Breakdown total "work hours" (see Overview) into hours or partial hours required per time or per item.

**Subtotal 1** = Computed by multiplying hours in work hours by hourly rate (prevailing wage if required) and then multiply by % productivity.

**Subtotal 2** = Computed by multiplying subtotal 1 by FICA % (as of July 2002 7.65%).

**Subtotal 3** = Computed by multiplying subtotal 1 by your organization's Workers Comp %.

**Subtotal 4** = Computed by multiplying subtotal 1 by your organization's Unemployment Insurance %.

**Other Benefits %** = Input in this column if you calculate Other Benefits by a percentage.

**Subtotal 5** = This column may be a combination of both Other Benefits % and Other Benefits Monthly \$.

**Daily Per Item Labor** = The sum of subtotals 1,2,3, 4, and 5

**Times Per Year** = This is the days or shifts worked per year

**Annual Total Labor** = Times per year multiplied by daily/per item labor

**Annual Labor Hours** = Work hours multiplied by times per year

**Other Benefits Mo. \$** = Input in this column if you calculate Other Benefits as a fiat dollar amount per month. Adjust amount to reflect this employees' allocated time to this contract. (e.g, Employee works 50% of their time on this contract, and 50% of their time on a different contract. If their monthly benefit is \$100, then only \$50 would be allocated to this column.

List "Other Benefits" Provided	
LEAVE / HOLIDAY	4.60%
HEALTH INSURANCE	9%
TOTAL	

For purposes of costing a project, it's important to distinguish between direct and indirect labor. Indirect labor (supervision, administration, inspection etc.) may be captured as Overhead, and will be discussed later. Direct labor is that which is specifically identifiable as a part of the contract requirements. It should be noted that working supervisors could spend a percentage of their time in direct labor functions. The percentage may vary depending on the project or organization. For example, a supervisor may spend 50% of his/her time in direct labor functions and the other 50% supervising. In that case you would include 50% of that person's time as direct labor and capture the other 50%, as well as any other supervisory costs, in the indirect labor portion of Overhead.

Direct labor is best expressed as "work hours". That is, the total number of hours that will be required to complete a task or project. The first and perhaps most critical step is to identify the work and break it down into its component tasks. The description of work or specifications in the contract is the place to start. Once the component tasks are identified, the next step is to estimate the time that will be required to accomplish each task. Since this estimated time may be in minutes or even seconds, the times must be compiled into a Per-Time or Per-Item direct labor cost estimate. For example, in a custodial contract, first breakdown the work requirements into component tasks such as, loading and unloading equipment, emptying trash and recycle containers, vacuuming, sweeping, cleaning sinks, waxing floors, etc. (be sure to account for time between jobs also). Next, estimate the time required for each component task. Then, compile those estimates into a figure that represents the total number of hours per service. That figure is the required "work hours." This number will stay the same regardless of how many people are working. For example, 8 "work hours" can be accomplished by 1 person working at 100% productivity for 8 hrs. (1x8=8), or 2 people working at 100% productivity for 4 hrs. each (2x4=8). It could also be done by 8 people working at 50% productivity for 2 hrs. each. (8x.50=4, 4x2=8)

Once you know the total work hours per service or per item, it's simply a matter of assigning the appropriate wage to the hours. Some contracts, including those on which you pay workers sub-minimum wages based on productivity, require you to pay a "prevailing wage." Check the contract! Also, be sure to add the appropriate "Other Payroll Expense" (OPE) for your organization onto the wage.

- Matching FICA
- Workers' Comp at your cost
- Cost of other benefits paid by your organization (e.g. medical, dental, retirement, etc.)

After you've established the direct labor cost per time or per item, you can extend the time frame to come up with the annual requirement. On a service contract multiply the daily cost by the number of days per year that you will provide the service. For example, a service with direct labor cost of \$80.00 per time, required 5 days per week and 52 weeks per year, would give you an annual direct labor cost of \$20,800.00 per year. (80 x 5 = 400, 400 x 52 = 20,800). For monthly cost divide the annual cost by 12 (in this case you get \$1733.33/month).

There are many different ways organizations allocate overhead internally (e.g., Percent of total costs, dollar figure sum, as a percent of direct labor, etc). In the space provided below, indicate how your organization allocates overhead to this particular contract, what items go into your overhead, and what that overhead amount is (whether as a percent or exact amount)

**FILL IN ONLY ONE OF THE THREE METHODS DETAILED BELOW!**

**1. Enter Overhead as a Percent of Total Costs**

OR

**2. Enter Allocated Overhead as a Dollar-Figure Sum**

OR

**3. Overhead as a Percent of Total Direct Labor Hours**

**Percent of Total Cost Method:**

For every dollar spent producing a final product, or providing a service, a certain percentage of that dollar is required for overhead. To calculate the overhead percentage, it is best to have financial records for your organization that go back a year or more. Add together the expenditures that make up the overhead cost (see worksheet below). Now add this figure to the Raw materials, Direct labor and Delivery for a total cost. Divide the figure for overhead by the figure for total costs. The result is a percent that represents overhead as a percentage of the total cost. If financial records are not available estimate the overhead expenses as best you can, estimate other costs as best you can, and use the same formula to get a

**Dollar-Figure Sum Method:**

You can enter the dollar amount you are allocating to overhead in the box if you are confident that you can allocate overhead items to this particular project. You can use the Worksheet as a tool (if needed) to identify your costs.

**Percent of Total Direct Labor Method:**

To identify overhead costs, you need the financial records for your organization or division for the past year. Input all the costs of the entire entity as detailed below. Line items which are not detailed below should be input into the cells marked "other"; please include a description. What you are trying to determine is a percentage, therefore, do not gross up the expenses for inflation or to conform to the current year budget. Next, input into the cell below the total direct labor hours paid out by your entire organization for the same period. These figures should be found on the year end payroll report. Do not include hours which can be classified as management or administrative costs. (Including these costs into the direct labor hour total will deflate the actual costs.) The worksheet will compute the overhead as a line item cost by dividing the total projected labor hours for the contract into the total projected labor hours for the current year.

Total Annual Direct Labor Hours	<input style="width: 50px;" type="text"/>
Input Total from Worksheet on Below	<input style="width: 50px;" type="text"/>
Overhead per labor hour	\$ -
Time required to complete contract	12,416
<b>Total Assigned Overhead</b>	<b>\$ -</b>

Worksheet		
	Total Annual Operations	
	ORGANIZATION	DEPARTMENTAL
<b>INDIRECT COSTS</b>		
Management Salaries	\$ 44,500.00	
Management Payroll Tax Expense	\$ 11,440.00	
Management Medical Insurance	\$ 10,920.00	
Management Pension Plan Expense	\$ 4,150.00	
Sales & Administrative Salaries	\$ 415,594.00	
Sales & Administrative Payroll Tax Expense	\$ 64,354.00	
Sales & Administrative Medical Insurance	\$ 40,055.00	
Sales & Administrative Pension Plan Expense	\$ 10,200.00	
Office Rent		
Advertising and Public Education	\$ 14,855.00	
Background Checks & Urinalysis	\$ 3,189.00	
Professional & Accounting / Audit Fees	\$ 81,708.00	
Training & Worker Safety		
Insurance	\$ 38,192.00	
Telephone	\$ 7,185.00	
Utilities	\$ 20,452.00	
Property Taxes/Licenses/Fees	\$ 8,270.00	
Dues & Subscriptions		
Depreciation-office building	\$ 15,061.00	
Depreciation-office equipment	\$ 14,893.00	
Repairs & Maintenance-office	\$ 22,744.00	
Cleaning and Maintenance	\$ 21,346.00	
Office Equipment Rental	\$ 7,886.00	
Office Supplies	\$ 19,033.00	
Postage & Freight	\$ -	
Rehab	\$ 25,023.00	
Miscellaneous Expense	\$ 12,999.00	
Bad Debts	\$ -	
<b>INTEREST EXPENSES</b>	\$ 18,981.00	
<b>EMPLOYEE ACTIVITIES</b>	\$ 20,021.00	
<b>AUTO REPAIRS</b>	\$ 15,807.00	
<b>MANAGEMENT CONTRACT</b>		\$ 136,457.00
<b>TOTAL INDIRECT COSTS</b>	<b>\$ 897,848.00</b>	<b>\$ 207,467.00</b>
CPI Factor	1.40%	1.40%
<b>Total</b>	<b>\$ 1,120,789.41</b>	

**WORK AREA:**

Use the area below to show how you arrived at the final figure that you show as your total Overhead

AGENCY REVENUES = 5,675,312  
AGENCY INDIRECT EXPENSES = 1,120,789.41  
OVERHEAD % = 19%



The State of Oregon reimburses employee use of their own vehicles on State business by the mile . The amount reimbursed per mile is based on a federal guideline which can be retrieved by following the link below to the GSA web site. This standard reimbursement is the standard for QRF cost calculation. Gas, oil, vehicle maintenance and repair are considered part of Delivery costs. The labor required (the driver and the workers if they are on the clock), should be captured in the Direct Labor worksheet. Vehicle costs may only be captured in the "Equipment, Tools & Subcontracts" spreadsheet or "Trans & Reserve" spreadsheet within this workbook. It is not permissible to capture costs in both spreadsheets.

It is permissible to use this spreadsheet to capture vehicle costs for the following situations:  
 (a) Transporting the individuals who will perform the service to the location where the service will be provided.  
 (b) Services dependent on vehicle in the provision of that service.

[GSA - Privately Owned Vehicle \(POV\) Mileage Reimbursement Rates](#)

**Services Contract**

	<b>Delivery Description</b>	<b>Miles Per Service</b>	<b>Rate Per Mile</b>	<b>Daily Cost</b>	<b>Services per Year</b>	<b>Annual Trans Cost</b>
1				\$ -		\$ -
2				\$ -		\$ -
3				\$ -		\$ -
4				\$ -		\$ -
5				\$ -		\$ -
6				\$ -		\$ -
7				\$ -		\$ -
8				\$ -		\$ -
9				\$ -		\$ -
10				\$ -		\$ -
				\$ -		\$ -

**Margin**

The law allows a "margin held in reserve". The margin % can vary depending on the product or service being offered and organizational, contractual and market variables specific to the project. Some research will likely be required to come up with a percentage that not only allows for inventory and equipment replacement, but is in alignment with industry standards and fair market value. Any percentage higher than six percent (6%) will have to be justified to DAS.

Enter as a % of total cost of contract

6.0%

**Work Area**

Jackson County Library District  
Custodial Service Minimum Standards  
All Branches

Service Requirements	Frequency of Service							
	Daily	Weekly	Monthly	Semi-Monthly	Quarterly	Semi-Annually	Annually	As Directed (extra cost)
<b>A. General, Private Offices, Lobby, etc.</b>								
1. Empty wastebaskets and recycle bins. Wash or change liners as needed.	X							
2. Dust all furniture, incl. Desk, chairs, tables.		X						
3. Dust exposed filing cabinets, bookcases, shelves and lamps		X						
4. Clean and sanitize public use phones	X							
5. Clean and sanitize drinking fountains.	X							
6. Low dust horizontal surfaces to hand height (70") including sills, ledges, moldings, window frames, shelves, picture frames, ducts, radiators, etc.		X						
7. High dust above hand height and up to 12' horizontal surfaces, including shelves, moldings, ledges, vents, ducts, etc.			X					
8. Spot clean desk tops when personal items are removed	X							
9. Sweep and damp mop all resilient and hard surfaces	X							
10. Clean reception lobby glass including front door and any other partition or glass door	X							
11. Vacuum carpeted floors in their entirety, including under all floor mats		X						
12. Remove all paper and debris on floors	X							
13. Remove fingerprints from doors and frames and sanitize all high frequency touch surfaces	X							
14. Dust blinds			X					
15. Remove dust and cobwebs from ceiling area			X					
16. Spot clean spills on carpeted floors	X							
17. Remove scuff marks from hard floors	X							
18. Wipe down walls, as needed up to 72"	X							
19. Damp Clean baseboards			X					
20. Empty outside trash, spot clean cans, replace liner	X							
21. Sanitize and wipe all tables, counters, and public use spaces which are touched	X							
22. Clean stairways, sweep and mop		X						
23. Clean Elevator cars and polish stainless steel	X							

Jackson County Library District  
Custodial Service Minimum Standards  
All Branches

Service Requirements	Frequency of Service							As Directed (extra cost)
	Daily	Weekly	Monthly	Semi- Monthly	Quarterly	Semi- Annually	Annually	
<b>B. Restrooms &amp; Showers</b>								
1. Clean, sanitize and polish all fixtures incl. toilet bowls, toilet seats, urinals, hand basins, chrome fittings.	X							
2. Remove spots/stains from wall areas adjacent to hand basins	X							
3. Clean and polish all glass and mirrors.	X							
4. Empty all containers and disposals. Clean and change liners as needed (Contractor to supply liners).	X							
5. Empty and sanitize interior of sanitary container	X							
6. Sanitize all high frequency touch surfaces on doors, light switches, dispensers, metal partitions, dispensers, push plates and handles	X							
7. Clean and sanitize metal partitions		X						
8. Wash restroom walls & ceilings.					X			
9. Clean floor drains and make sure they are filled with water			X					
10. Refill all dispensers to normal limits - napkins, soap, tissue, hand sanitizer, towel, cups, liners, etc. (Supplies furnished by County).	X							
11. Dust all horizontal surfaces to hand height incl. sills, ledges, molding, shelves, frames, ducts, heating outlets.		X						
12. Dust all horizontal surfaces above hand height incl. shelves, ledges, moldings, lights, lockers.		X						
13. Vacuum diffuser outlets.			X					
14. Clean area adjacent to diffuser outlets.			X					
15. Scrub floor around urinals			X					
16. Sweep, damp mop and sanitize all hard and resilient floors.	X							
NOTE – ALL WATER FIXTURES WILL BE KEPT CLEAN OF ALL STAINS AND MINERAL BUILD-UP.								

Jackson County Library District  
Custodial Service Minimum Standards  
All Branches

Service Requirements	Frequency of Service							
	Daily	Weekly	Monthly	Semi-Monthly	Quarterly	Semi-Annually	Annually	As Directed (extra cost)
<b>C. Lunchrooms (Vending)</b>								
1. Clean and sanitize tables & chairs, incl. pedestals or legs.	X							
2. Clean and change liners in all containers and disposals (sanitize interior).	X							
3. Sanitize all high frequency touch surfaces on doors, light switches, dispensers, metal partitions, dispensers, push plates and handles	X							
4. Dust all horizontal surfaces to hand height incl. sills, moldings, ledges, shelves, frames, ducts, heating outlets, etc.		X						
5. Dust all horizontal surfaces above hand height incl. shelves, ledges, moldings, pipes, ducts, heating outlets, etc. up to 12'			X					
6. Wipe down and sanitize cabinet and appliance facings, as well as vending equipment	X							
7. Maintain sink and fixtures free of stains and mineral build up	X							
Service Requirements	Frequency of Service							
	Daily	Weekly	Monthly	Semi-Monthly	Quarterly	Semi-Annually	Annually	As Directed (budgeted)
<b>D. Floors</b>								
<b>1. Resilient and Hard</b>								
1. Dust, damp mop or sweep	X							
2. Damp mop and sanitize restrooms and other hard floors	X							
3. Scrub and refinish to maintain adequate protective coating							X	
4. Strip, clean, refinish and machine polish							X	
<b>D. Floors</b>								
<b>2. Carpet</b>								
1. Vacuum open areas.	X							
2. Vacuum entire carpet areas.		X						
3. Remove spots or stains larger than 2" in diameter	X							
4. Machine extraction entire open areas.						X		

Jackson County Library District  
Custodial Service Minimum Standards  
All Branches

Service Requirements	Frequency of Service							
	Daily	Weekly	Monthly	Semi-Monthly	Quarterly	Semi-Annually	Annually	As Directed (extra cost)
<b>E. Furniture 1. Fabric</b>								
1. Vacuum.					X			
2. Shampoo.								X
<b>E. Furniture 2. Plastic</b>	D	W	M	S-M	Q	S-A	A	AD
1. Damp wipe.					X			
2. Complete clean.								X
<b>E. Furniture 3. Leather</b>	D	W	M	S-M	Q	S-A	A	AD
1. Damp clean.								
2. Clean, reseal and polish.								

Service Requirements	Frequency of Service							
	Daily	Weekly	Monthly	Semi-Monthly	Quarterly	Semi-Annually	Annually	As Directed (extra cost)
<b>F. Windows (All Branches Except Medford)</b>								
1. Clean Exterior - Outside.						X		
2. Clean exterior - inside.						X		

Service Requirements	Frequency of Service							
	Daily	Weekly	Monthly	Semi-Monthly	Quarterly	Semi-Annually	Annually	As Directed (extra cost)
<b>F. Windows (Medford Branch)</b>								
1. Clean Exterior - Outside.							X	
2. Clean exterior - inside.							X	

Jackson County Library District  
Custodial Service Minimum Standards  
All Branches

Service Requirements	Frequency of Service							
	Daily	Weekly	Monthly	Semi-Monthly	Quarterly	Semi-Annually	Annually	As Directed (extra cost)
<b>I. Special Requirements</b>								
1. Empty and re-line exterior trash cans	X							
2. Lock all exterior doors at designated time	X							
3. Clean an exterior 15' radius around entries areas. This includes sweeping walks and removing cobwebs from the ceiling and lights	X							
4. Ensure all locks are set, the facility is secure, and alarms are activated in facilities with alarms at the end of services	X							

**GENERAL REQUIREMENTS:**

- Leave notice on any observed irregularities (i.e. defective plumbing, unlocked doors, lights left on, inventory requirements, restroom supplies required, etc.).
- Turn off all lights except those to be left on. Close windows and lock all doors.
- Contractor to give cleaning schedule to the District. If contractor wants to change days and hours of cleaning, it must be in writing and approved by the District.



ANA 541-261-7993  
 DEVON 541-944-6997  
 NICOLE 541-778-1278  
 PEDRO 541-261-5474  
 TOM 541-951-8060

FREQ	LOCATION	MON	TUE	WED	THU	FRI	SAT	SUN	SUPERVISOR
2	APPLEGATE (OPEN T-W-F-SA)				DAN			DAN	NICOLE
6	ASHLAND (CLOSED F)	MIKHEIL	MIKHEIL	MIKHEIL	ABRAHAM		MIKHEIL	MIKHEIL	TOM
1	BUTTE FALLS (OPEN T-TH)					YVONNE			DEVON
3	CENTRAL POINT (OPEN M-T-W-TH-F)	SCOT		SCOT		SCOT		ANGELA	PEDRO
3	EAGLE POINT (OPEN T-W-TH-F-SA)			THOR		THOR		THOR	NICOLE
3	GOLD HILL (OPEN M-W-F)		JEANNIE		JEANNIE		JEANNIE		NICOLE
2	JACKSONVILLE (OPEN M-W-TH-SA)			JEANNIE				JEANNIE	NICOLE
7	MEDFORD (CLOSED TH)	MARIA	MARIA	MARIA	MARIA	MARIA	ABRAHAM	ABRAHAM	ANA
2	PHOENIX (OPEN M-T-TH-SA)		LORI + SCOTT			LORI + SCOTT			TOM
2	PROSPECT (OPEN W-F-SA)				JANICE			JANICE	DEVON
2	ROGUE RIVER (OPEN M-T-TH-F-SA)			PEDRO				PEDRO	NICOLE
2	RUCH (OPEN T-TH-SA)			DAN				DAN	NICOLE
2	SHADY COVE (OPEN T-W-F)	KATHY			KATHY				NICOLE
2	TALENT (OPEN T-W-TH-F-SA)	LORI + SCOTT			LORI + SCOTT				TOM
2	WHITE CITY (OPEN M-T-TH-SA)			JEANNIE				JEANNIE	NICOLE

**SERVICE TIMES:**



DENOTES AN OPEN DAY FOR THE BRANCH

Cleaning will occur on the day indicated however the times of service may vary and will be planned in accordance with Library meeting room schedules for the day.

If you have any questions or concerns please feel free to contact me:

Richard Simpson  
 Contract Services Director

EMAIL: rpspei@gmail.com  
 Phone 541-601-4550



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

## RECITALS

- A. The Jackson County Library District, JCLD, 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
- B. The SOHS Library and Archives 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
- C. Pursuant to law, the parties are authorized to enter into agreements/contracts; and
- D. Pursuant to laws and mission statement, JCLD presently operates a county library network which is free to the public; and
- E. 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
- F. The SOHS Library and Archives maintains an appropriate space open to the public specifically for use of an archival and library materials; and
- G. 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
- H. The SOHS Library and Archives are solely owned by and under the sole control and management of the SOHS, which adheres to [Society of American Archivists Guidelines for Evaluation of Archival Institutions](#).

## AGREEMENT

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

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.
2. **DURATION.** Except for earlier termination as provided herein, the term of this Agreement commences upon approval and execution by both JCLD and SOHS and terminates one year from the Effective Date, unless extended in writing as provided for herein. JCLD may extend this



Agreement by notifying SOHS in writing that it intends to extend the Agreement. The extension shall be effective upon written consent by SOHS to the extension under terms and conditions mutually agreeable to the Parties.

3. **SOHS SERVICES, FUNCTIONS AND RESPONSIBILITIES.** SOHS shall use its best efforts to achieve the following objectives during the period of this Agreement and under any Extensions:

3.1 **Summary.** SOHS will employ a part-time professional archivist at a minimum of 20 hours per week to maintain the organization and conservation of archival materials; oversee day-to-day operations; train and supervise volunteers; develop and maintain the SOHS.org website, and network with local historians and affiliated local organizations.

3.2 **Basic Benefits.** On the Effective Date of this Agreement:

3.2.1 SOHS will cease charging a day-use or basic research fee to Jackson County residents who use the SOHS Library and Archives.

3.2.2 SOHS will respond without charge to phone and email requests from Jackson County residents related to information contained in the SOHS library and Archives collection.

3.2.3 Use of the SOHS Library and Archives reading room shall be limited to people who require access to the SOHS Library Archive collection and agree to follow SOHS Library and Archive policies.

3.2.4 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.

3.2.5 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, but a reasonable fee will be assessed per 3.4 below, and if directed by the Archivist.

3.2.6 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.

3.3 **Restrictions.** The SOHS Library does not lend materials for use outside the building without expressed authorization and in the sole discretion of the Archivist.

3.4 **Fees.** SOHS will continue to charge a reasonable fee for:

3.4.1 Extended research by the Archivist or SOHS volunteers, upon request, will be assessed at the rate of \$10 per half (1/2) hour.

3.4.2 High resolution scans of its photographs: \$15 per photo and photocopies of its materials at \$.25 per page.

3.4.3 Any change of rates will be established after consultation with JCLD.

3.5 **Schedules.** Within two (2) weeks of the Effective Date of this Agreement, SOHS Library and Archives will open according to a schedule of Monday – Friday, noon-4:00 P.M. and continue so long as this Agreement and any, if any, Extensions hereof. SOHS Library will close on holidays observed by the JCLD.

- 3.6 **Access.** JCLD staff will have direct access to the SOHS Library and Archives only through arrangements with the SOHS archivist, her designated representative, or the SOHS Board of Trustees.
- 3.7 **Training.** The SOHS archivist will train JCLD staff regarding the contents of the SOHS Library and Archives, and familiarizing JCLD staff with the basic operations of the SOHS Library and Archives.
- 3.7.1 The SOHS archivist will provide two (2) trainings under this section during the term of the contract for JCLD staff, either at the SOHS Library and Archives or at a time and place designated by JCLD.
- 3.8 **Archivist.** The SOHS archivist will work during the SOHS Library and Archive’s open hours to provide supervision, oversight and consultation with the Library volunteers.
- 3.8.1 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.
- 3.8.2 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.
- 3.8.3 The Archivist will attend meetings with JCLD staff at a mutually agreeable time at JCLD request.
- 3.8.4 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).
- 3.9 **Additional Benefits.** At the discretion of the Jackson County Library District Board, the following benefits may be added to the contract with SOHS (see Addendum for amounts and billing details):
- Benefit 1: Additional online access to SOHS Images:**
- 4000 photos to be converted to website images with watermarks, 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 which must be apportioned between the Parties. 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.** JCLD and SOHS, at their sole cost and expense shall maintain all risk property and public liability insurance policies on the prospective properties and resources included in this Agreement.

14 **DISPUTE RESOLUTION.** JCLD and SOHS shall attempt to resolve all disputes through staff discussions at the lowest possible level. Both Parties to this Agreement agree to provide other resources and personnel to negotiate and find resolution to disputes that cannot be 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, and the decision of a majority of the arbitrators shall be final, binding the Parties, and judgment may be entered thereon. Unless the Parties mutually agree otherwise, any arbitration proceeding shall be conducted in accordance with the currently in effect Arbitration Rules of the American Arbitration Association pursuant to ORS 190.720. Notwithstanding the above, either

party may, at its own discretion, elect to resolve disputes in excess of \$50,000 by litigation, if mediation is not successful.

15 **NOTICE AND REPRESENTATIVES.** All notices, certificates, or communications shall be delivered or mailed postage prepaid to the Parties at their respective places of business as set forth below or at a place designated hereafter in writing by the Parties.

Jackson County Library District:

Southern Oregon Historical Society:

Douglas M McGeary  
N Oakdale Ave  
Medford, OR 97501

And when so addressed, shall be deemed given upon 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.

16 **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 \_\_\_\_\_, 2017.

**JACKSON COUNTY LIBRARY DISTRICT**

\_\_\_\_\_  
By:  
Title:  
Date: \_\_\_\_\_,

And

**SOUTHERN OREGON HISTORICAL SOCIETY**

\_\_\_\_\_  
By: Douglas M McGeary  
Title: President, SOHS  
Date: \_\_\_\_\_

ADDENDUM

Each accepted benefit to be initialed by JCLD representative

Accepted by JCLD	SERVICE		
	<b>Basic maintenance of and access to the SOHS Archives</b> Including Archives staff, building maintenance, utilities, administrative support	\$39,000	To be paid monthly, at \$3,250 per month
	<b>Provide Web Access to Digitized Photos</b>	\$ 3,800	To be billed to JCLD after 4000 additional photos are linked on the sohs.org website
	<b>Provide Web Access to Digitized Documents</b>	\$ 2,808	To be billed to JCLD at \$27 per document, billed no more than 4 times in one fiscal year
	<b>Enhance JCLS Website with Virtual Exhibits for branch libraries</b> (\$1000 per branch library)	\$ 2,000	To be billed to JCLD after completion of a branch library virtual exhibit, no more than twice in one fiscal year

**Central Point Branch**  
**Concept Proposal for Use of Bequest Funds**  
**“Spark Space”—Ignite New Ideas**

**BACKGROUND:**

- The Central Point Branch received a bequest of \$200,000 in 2015. These funds are to be spent for the benefit of the Central Point community.
- In September 2017, the Library Director Jamar Rahming assembled a team to assess the needs of the community with the goal of creating a “state of the art children’s area” in the building.
- During October 2017, Branch Lead Leigh Blair discussed different concepts with parents in the library. Through these conversations she was able to determine that the families who use the Central Point Branch have some specific unmet needs that dovetail with the concept of a “state of the art children’s area:”
  - Many of them have large families.
  - Many of them home school.
  - They believe that the library is thoroughly engaging the pre-Kindergarten parent/child demographic.
  - A gap in service begins at the point their children enter school.
  - They are looking for resources for their school age children.
  - They want the library to be an important part of the lives of all their children, from birth through their grade school and teen years.
- To this end, the assembled group developed a plan to meet these needs.

**GOAL:**

**Redesign the physical space of the Central Point branch library to support technological literacy, collaborative learning, and spark school success for young patrons.**

**CONCEPT:**

- This will be a space for young minds to explore and find their “spark,” those things that young people connect with and become passionate about. In the age range we are targeting sparks can range from a sport to an arts activity to a creative pursuit to a school subject. This space will provide a place for them to identify their spark and explore it further.
- New space, catchy name to come, will be located in the northeast corner of the building. A reset of the north side of the building will be required to accomplish this. This is the ideal position for the new space because of line of sight issues and noise reduction.
- Teen collection to be moved to the new space. This is a space which can accommodate the print collection and still have room for installing computer stations and other technology.
- The new space will contain 4 digital stations with software unique to the “Spark Space” for young customers to explore: music, digital arts, writing, coding, and robotics.
- We will purchase tablets to support the robotics/coding concepts so that group learning is a component of the concept

- A Homework Help Center will be a high impact component of this space. It will provide basic after school homework help for K-12 students. 2 years of a 20 hr staff position will be included in the final proposal (roughly \$30,000). Volunteers will also provide support. Local high schools and RCC would be excellent sources of role models/volunteers.
- This concept will act as a testing ground for a potential rollout of some of the concepts to additional branches (Homework Help is Learn 3b in the strategic plan).
- Secondary changes to the branch that are by-products of the proposed changes:
  - The service desk will be moved to where the print stations are currently. This helps staff with line of sight in the entire building. When the staff were temporarily relocated to this part of the building during a service desk rebuild, they noticed an improvement in their ability to serve the entire building. Some need for property management involvement in appropriately updating this space.
  - The current service desk will be converted into a technology bar for all library customers. This will include charging stations, with chargers, for most major types of phones and seating with charging for laptops. In addition the print release, scanning, functions will be located at this desk. Some cost for furniture and electronics needed to implement this change. Jackson County Facilities Maintenance will need to be involved in the relocation of the service desk. Estimate cost of this is \$2,000.
  - Central Point is currently on the list for new carpet. It is recommended that this replacement be coordinated with the timing of the building reset in order to minimize disruption to patrons and to ensure an overall consistent design vision for the

TIES TO STRATEGIC PLAN:

- LEARN
  - 2: This plan will augment the library's available learning tools.
  - **3b: Homework Assistance!**
  - **3e: A great opportunity to work with local schools! Opportunities for Creative Programming!**
  - **4a: Self Directed Learning Opportunities!**
- CONNECT
  - 1: This will be a safe and welcoming space for our young patrons.
  - 2: Customer input was considered in plan. The collection will need to be thoughtfully weeded as some reduction will be necessary.
  - **2d: Expanded Library Collection! Learning Commons!**
  - 3: Excellent opportunity for a community focused grand opening showcasing the Foundation and JCLS collaborations. PR, etc.
  - 4: Enhanced customer service; this is a new service.
- GROW
  - **1b: Fosters innovation and creativity! Builds STEAM skills!**
  - 2a: Enhances digital education offering.
  - 2b: All programming will have a focus on building technology and, thereby, job readiness skills.



- 2c: Information gathered from this implementation will help develop similar services & best practices at additional branches.

#### WHAT THE FUNDS WILL BE SPENT ON:

- Part time Homework Help Coordinator/Spark Space Programmer for 2 years: \$35,000
- Technology: \$20,000
  - 4 Technology Stations/Software
  - Tablets
  - Robotics Equipment (could be shared with tech group)
- Homework Help Supplies: \$5,000
- Furniture: \$50,000 (fun, colorful, modular). Active seating (wobble stools or similar) can be helpful to students who have trouble focusing. This needs to facilitate collaborative learning and group work, but also allow for independent study.
- Children's refresh: \$30,000 furniture and tech in the children's space will also be refreshed. A likely scenario would be colorful furniture, children's oriented game stations/tablets, and a manipulative island. A smart board might also be added, depending on funds remaining.
- Technology Bar: \$2,000.
- This leaves some funds in the account for maintenance and to give us some buffer for longer funding of the coordinator position, if needed.
- Designers can be helpful but expensive. A furniture vendor/wholesaler may be willing to work with us on finishes, etc.

#### ADDITIONAL READING:

<http://www.search-institute.org/sparks>: What a "spark" is.

<http://www.search-institute.org/what-we-study/developmental-assets>: 40 Developmental Assets

# Menu for Technologies and Services for Central Point Special Project

## TOTAL PRICE / COST

### BIG IDEA #1: Digital Media (Creation Stations)

All Groupings A + B + C + D + E + F (Digital Media) = \$11,615\*

- Grouping A (Visual) = \$4,960\*\*
- Grouping B (Video) = \$1,340 (on its own)
- Grouping C (Comics) = \$740
- Grouping D (Coding) = \$0\*\*\* (plus tablets)
- Grouping E (Robots) = \$1,000-10,000\*\*\*\*
- Grouping F (Author) = \$575

Natural Groupings (Selection of some but not all options)

- Groupings A + B (Audio/Visual) = \$6,300
- Groupings A + B + C (Audio/Visual/Comics) = \$7,040
- Groupings D + E (Coding/Building) = \$1,000-\$10,000\*\*\*\*\*
- Groupings C + F = (Creative Content) = \$1,315
- Groupings A + B + C + D + F (Everything but Robots) = \$7,615

BIG IDEA #2: Tablets = \$4,000

- LeapFrog = \$800 (6 tablets & 10 additional game cartridges)
- Acer Tablets = \$2,600 (10 tablets & 20 paid games)
- Tablet Charging Cart = \$600

BIG IDEA #3: Homework Center

- Misc. Technology = \$650 (Whiteboard, Wireless Keyboard, Mice)
- Furniture = \$ (chairs, tables, booths ... possibility of some existing furniture)
- Can use Acer tablets (from Big Idea #2) for online tutoring.
- Cost of Staffing\*\*\*\*

BIG IDEA #4: Tech Bar = \$600-\$1,200 + \$200 Cables + Chairs (\$500-1,200) TOTAL = \$2,000

### Notes:

\*Cost assumes a lower tier selection of vendors for "Option E" at \$4,000.

\*\*Maintenance: \$3,360 annually as a subscription for full suite of Adobe products (Creative Cloud) on 4 PCs. Represents full price. Unlikely scenario for inclusion of libraries under the educational discount program. Cost quoted assumes 8 digital cameras, \$100 cables, \$0 for color printer.

\*\*\*No additional cost if using existing desktop PCs ... No additional cost if re-using Acer tablets from BIG IDEA #2

\*\*\*\*Kits vary in cost (\$35-400) along with desired number of kits to be purchased. See cost and vendor breakdown in "Option E" for more information.

\*\*\*\*\*See "BIG IDEA #3" for more information on staffing.

# BIG IDEA #1: Digital Media Station

Standard Hardware (for each option/crossover potential):

- PCs
- Monitors
- Cables

## Option A: Photography/Graphics\*

Special Hardware:

- SD Card Reader \$7 per PC
- SD Cards \$15-20 per item
- Flash drives \$50 total for 4 each
- Digital Camera \$50-100 per PC
- Extra Cables / Chargers \$10 per item
- Graphic Card \$185 per PC
- Printer \$400 per item (ask Mike on cost)
- Fan and splitter \$21 per PC
- Extra RAM (8GB) \$80 per PC

Special Software Program (Editing) ...

[Adobe Products \$70 per month ... \$30 per month for a single app ... just Photoshop and Lightroom for \$10 per month ... or Canva for free with basic editing = a stripped down version of Photoshop]

Photos Free: GIMP  
Adobe (Photoshop CC, Lightroom CC):  
Other Vendor: Pic Monkey (\$100 per year)

Vector Free: Krita  
Adobe (Illustrator CC):  
Other Vendor: CorelDraw (\$420 outright)

Motion Graphics Free: Blackmagic Fusion  
Adobe (After Effects CC):  
Other Vendor: ??

\*Notes: Beyond a basic PC, the upgrades to RAM, fans, card readers, graphic card would be applicable to the other Options and are not counted in their individual costs. If Option A were not pursued, but other Options were, the total upgrades to allow those Options would add \$293 to each PC ... \$1172 total.

## Option B: Video

### Special Hardware:

#### SAME with Option A:

- SD Cards \$15-20 per item (\$0 w/ Option A)
- Digital Camera \$50-100 per PC (\$0 w/ Option A)
- Graphic Card \$185 per item (\$0 w/ Option A)
- Flash drives \$50 total for 4 each (\$0 w/ Option A)
- Extra Cables / Chargers \$10 per item
- SD cards / readers \$100 total for 4 of each

#### UNIQUE to Option B:

- Video Camera \$100-200 per item (plus tripod \$50)
- Microphone \$170 per item (with pop filter and stand)
- Green Screen & Support \$100-400
- Set of Lights \$100

Note: (green screen and lights for making movie or online content)

### Special Software:

Video	Free: Windows Movie Maker Adobe: Premiere Pro CC Other Vendor: Lightworks (\$25 per month)
Sound	Free: Audacity Adobe: Audition CC Other Vendor: SONAR (\$100-200) / Reason \$400 / ProTools \$300 annually or \$600 outright / Cubase \$320

### Other Considerations:

- Document/File Storage = Thumb Drives or Cloud storage?
- Curated List of (Free) Web Resources: Pixabay (Stock Photos), Grammarly (Language editing), JING Tutorials
- Additional Books to Purchase on A/V Editing etc.

### Option C: (Web) Comic Creation

Hardware:

- Least expensive: Use desktop PCs
- More expensive: In order to add the capacity to draw on the tablets' screens, different type of tablets would be needed that specialize in drawing ... Consider Huion H610PRO Painting Drawing Pen Graphics Tablet = \$75 per tablet ... Have 4 in total.

Software:

- Adobe ... \$70 per month for full suite ... \$10 for just Photoshop and Lightroom
- Comic Creator ... \$20 (windows, yes) ... save only as pdf ... entry-level / heavy on RAM use
- motionArtist \$50 per PC outright ... no original drawings; best used when files and artwork created in another program, and then imported to do text bubbles within motionArtist.
- Manga Studio ... \$40 (windows, yes) ... only basic text features, but great illustrative possibilities.
- Website (WordPress / Blogger / Tumblr) to post patron's work?

*Summary for Comics*

Expensive Route: Adobe Products

Products Specializing in Web Comics: 3 products = \$110 per PC outright

### Option D: Computer Science Station (Coding)

Digital Coding/Programming

Hardware: Probably use existing computers and purchased tablets (Big Idea #2)

Software:

- |   |                       |
|---|-----------------------|
| ▪ Scratch (programming software)<br>Ages 8-16 (Windows, yes; tablets, no) | \$ Free               |
| ▪ "Hour of Code" (coding tutorials)<br>Ages 4-102                         | \$ Free               |
| ▪ CS Flrst (tutorials from Code.org)<br>Ages: K-5 and 6-12                | \$ Free               |
| ▪ Optional: Treehouse (tutorials)   | \$25 per month per PC |

## Option E: Computer Science Station (Robot-Physical-Coding Creation Station)

### Coding-Physical Robots

- Finch Robot (Windows, yes)  
Probably most flexible for coding platforms and ages  
\$99 per unit / package of 10 = \$999
- Sphero (requires JavaScript?)  
\$130 per unit / package of 10 = \$1,300  
Replacement shells = \$13
- Ozobots  
\$99 per unit / package of 10 = \$999  
Replacement markers \$6 and paper \$10

### Coding-Building Sets

- LEGO (ages 8-10) ... multiple activities ... Windows, yes ...  
\$400 per unit / package of 10 = \$4,000
- LEGO (ages 7+) ... multiple activities ... Windows, yes ...  
\$175 per unit / package of 10 = \$1,750
- Arduino  
Starter Kit \$30-65  
Sensor Kit \$30  
Mega2560 controller board \$12 (by itself)  
Start Kit = package of 10 = \$650 + sensor kit(s)

### Circuit-Based Sets

- Makey Makey (Ages 8+)  
\$50 per unit ... 20 Project Ideas = \$35 ... \$20 for mobile
- littleBits (Ages: 8-14)  
\$300 per kit (1-3 students at a time) / \$300 Steam Student Set /  
smaller kits = \$99, including Droid inventor kit (Star Wars-themed)
- Snap Circuits (Ages: 8+)  
\$35-75 per unit ... plus AA batteries
- Chibitronics (Ages: 5+)  
\$30 per starter kit ... sketch book = \$10 ... plus 3V battery cells  
LED Stickers \$110 for 90 stickers

Recommendation: Buy a few kits from each type of set. Gauge interest; record usage; scale up.

Example: set of 3 Finch (\$300) ... set of 3 Arduino (\$300) ... set of 3 Makey Makey (\$150) ... set of 3 littleBits Droid (\$300) = total \$1,050.

Notes: Maintenance = unclear = Some sets more likely to have pieces go missing. Not sure how durable the robots are without further study. Sets treated as reference item (in-house only).

## Option F: Author Workshop

### Writing Tools

- Microsoft Word = document creation Free
- Microsoft Publisher = pdf creation Free
- Grammarly = spelling/grammar Free version
- Consistency Checker = spelling Free version
- Reedsy = e-book creation/conversion Free
- Notepad++ and/or Calibre = e-book conversion (hands-on) Free
- 5-Minute Covers = Create Book Covers \$97 (per PC, requires Photoshop)

### Research

- uberSuggest = key term research = Free
- Google Trends = key term research = Free
- Kindle Spy = Amazon key term, metadata, category research = \$47 per PC

### Distribution (for aspiring authors)

#### Upload with ...

Pronoun	Free to use
Draft2Digital	They take % of e-book when sold
Smashwords	They take % of e-book when sold

#### Retail Marketplace for e-Books

Amazon = Kindle	They take % of e-book when sold
Apple = iPad	They take % of e-book when sold
Barnes & Noble = Nook	They take % of e-book when sold
Kobo = Kobo	They take % of e-book when sold
Overdrive = various	They take % of e-book when sold

### Marketing (for aspiring authors)

Note: Provide resources and information to patrons.  
Products (if purchased) paid by patrons.

- WordPress = free / but watermarked domain
- MailChimp = Newsletter = 1st 2,000 subscribers are FREE
- Mailer Lite = Newsletter = 1st 1,000 subscribers are FREE
- Canva = basic photography and visual marketing tool = mostly FREE
- Pixabay = stock photos largely in public domain CC0 = FREE
- Buffer = social media scheduler = basic plan FREE
- Mailbox / Address needed for legality of Newsletter = price differs

## **BIG IDEA #2: Gaming Tablets**

### Tablets

- LeapPad 3 (by LeapFrog) = \$99 per tablet ... \$599 for 6 tablets  
--Ages: 3-9
- Acer (Windows 10) = \$130-180 per tablet ... \$1,300-1,800 for 10 tablets  
--Ages: any age potentially

### Games

- LeapPad ... only comes with 10 apps preloaded ... additional cartridges \$20-25
- Acer uses Microsoft Store ... Mix of free and paid games (\$10-60).

### Recommendation

LeapPads for younger children, along with Acer Windows-based tablets for tween and teens, which have the capacity for use of tablets involved in programming and coding projects of Options "D" and "E" along with use for homework help/tutoring.

Also ... Tablet Cart = \$375-700 = in order to act as a charging, storage, and security station to house all the tablets. Approx. Dimensions: 40(H) x 21(L) x 44(W).

## **BIG IDEA #3: Homework Center**

### Furniture:

Flexible furniture that is easily movable & stackable. Includes tables, chairs, etc.

Space needs: May require a closed-off room area for silent study and/or one-on-one tutoring.

### Technology:

Possibly use tablets, as opposed to PCs. May need additional desktop PCs beyond Media Stations to use for homework and tutoring. Acer tablets could be used with wireless keyboards and mice. Misc. equipment like whiteboards.

- Wireless Keyboard \$25 per unit
- Wireless Mice \$10 per unit
- Whiteboards \$60 (small) // \$300 (large mobile) per unit.

### Staffing:

New Position: Homework Center Coordinator

Main Duties: Helping recruit and manage volunteers from area high schools and colleges, who would serve as subject tutors for students. Tutors could be exceptional students over 16+ from high school or education majors enrolled in college who are looking to build resumes



and gain job experience. The staff member would also need to be proficient in the software for the Digital Media stations, along with speaking Spanish.

- 15-20 hours a week
- Potentially Tuesday through Saturday, 3 p.m.-6 p.m.
- Saturdays comprised of workshops/programs
- 2-year position to start ... determine if viable long-term

Free Resources:

Khan Academy (Collection of videos, lessons) = \$ Free

## **BIG IDEA #4: Technology Bar**

### Charging Stations:

Note: Uses existing circulation counter as the main apparatus for tech bar / work areas.

- Charging Equipment (12 stations) \$50-100 per unit (price ranges widely)
- Hardware (nuts/bolts) to make equipment stationary to countertop
- Charging Cables (sets of 12 total)
  - Prefer charging equipment where cables are difficult for customers to take/steal.
  - Types: USB ... Android ... Apple products, etc.
    - Cheaper to buy in bulk ... \$3-5 per cable
    - \$200 extra if charging station don't have cables.
  - Yearly maintenance for lost/stolen cables?
- Counter-style Chairs (12 total)
  - Low end: Sets of 4 = \$160 ... 12 total = \$480
  - High end: \$100 per unit ... \$12 total = \$1,200

**PROPOSER'S CERTIFICATION**  
Solicitation No. RFQ 17-1026

**Proposer:** Huycke O'Connor Jarvis, LLP  
H. M. Zamudio, OSB No. 121554  
823 Alder Creek Drive  
Medford, OR 97504

1. The proposer certifies that he or she has read and understands all terms and conditions of this solicitation.
2. The proposer acknowledges that the person that signs this certification is fully authorized to sign on behalf of the proposer listed and to fully bind the proposer to all conditions and provisions thereof.
3. The proposer certifies that the proposer has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this RFQ.
4. The proposer will provide documentation showing the proposer is an active member in good standing with the Oregon State Bar.
5. The proposer, pursuant to ORS 279A.120(1), is a resident bidder.
6. The proposer certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise in obtaining any required subcontract.
7. The proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.
8. The proposer acknowledges receipt of the following addenda: NONE

Respectfully submitted November 2, 2017.

Signature:  \_\_\_\_\_

Name: H. M. Zamudio

Title: Associate Attorney

Phone: 541-772-1977

Fax: 541-772-3443

Email Address: hmzamudio@medfordlaw.net

**Writer's direct email:  
hmzamudio@medfordlaw.net**

**Writer's assistant:  
Katie Hamlyn**

November 2, 2017

*Via email: lmarston@jacksoncountylibrarydistrict.org*

Lisa Marston, Executive Administrator  
Jackson County Library District  
PO Box 3275  
Central Point, OR 97502

**Re: Jackson County Library District General Counsel Proposal  
Request for Qualifications Legal Services Solicitation No: RFQ 17-1026**

Dear Ms. Marston:

Our law firm, Huycke O'Connor Jarvis, LLP ("proposer") is interested in providing general legal services for the Jackson County Library District. Please consider this letter our response to the District's recent request for qualifications, RFQ 17-1026. H. M. Zamudio is proposed be the primary attorney, but all other attorneys in our firm would be available as resources and as additional support. In particular, we propose Sydnee Dreyer to be backup attorney because she has significant municipal law experience. The following information is provided in response to the RFQ proposal content requirements.

**A. FIRM QUALIFICATIONS AND BACKGROUND**

- 1. Authorized representatives:** Proposer has authorized Zamudio to negotiate and enter into any contract that may result from this proposal.
- 2. Firm history:** Proposer is a general civil law firm founded in 1981 by senior partner Patrick G. Huycke, who has extensive experience in business and real estate law. Proposer has served clients' legal needs for decades. The current core group of attorneys who make up proposer's business partnership have worked together for over a decade. Proposer is focused on providing timely, effective, and efficient legal services to meet client needs of all magnitudes from neighboring property owner disputes to high-stakes civil litigation and single-member companies to large, complex corporate organizations.

- 3. Firm qualifications:** Our attorneys' areas of expertise and experience fall into the following categories: business transactions and organizations; civil litigation; real estate and land use; contract law; municipal and special districts representation; and public and private sector employment law. Our individual attorney's areas of expertise are described as follows:

H. M. Zamudio's practice is focused on appeals, land use, and litigation (see enclosed resume). She has experience in real estate transactions and disputes and employment-related litigation and settlement. She serves on the board of directors for Southern Oregon Child and Families Council.

Sydnee Dreyer is currently City Attorney for the City of Central Point and the City of Jacksonville and she serves as general counsel for the Rogue Valley Transportation District (RVTD). Before joining the firm, Sydnee worked as Assistant City Attorney for the City of Medford advising the planning commission and city council and working regularly with the planning department, public works department, and human resources department.

Pat Huycke has practiced for over thirty years in the fields of business and real estate transactions and estate planning. He has represented The Job Council of Jackson and Josephine Counties and has served several financial institutions as legal counsel or as a board member.

Daniel O'Connor is primarily a land use and real estate attorney. He has represented cities and counties in land use matters. He is a member of the Medford Parks Foundation and serves on the board of the Southern Oregon Land Conservancy.

Darrel Jarvis is primarily a litigator, but also focuses on business transactions and formations. He serves on the Mount Ashland Board of Directors and previously served on the Board of Commissioners for the Jackson County Housing Authority and the Ashland Building Appeals Board.

Erik Glatte is primarily a litigator with emphasis on will and trust litigation and guardianship/conservatorships. He also has extensive experience in real estate litigation and construction disputes.

Erik C. Larsen primarily practices tax, trust, estate, and business law. He has served on the board of directors for the Southern Oregon Humane Society and the Siskiyou School.

Jacquelyn Bunick focuses her practice on litigation, estate planning, and business transactions. She serves on the board of the William V. Deatherage American Inn of Court and has volunteered as a mock trial coach.

**4. Firm address and contact information:**

**Main Office:** 823 Alder Creek Drive  
Medford, OR 97504  
Phone: 541-772-1977  
Fax: 541-772-3443

**Additional Office:** 320 East Main Street, Suite 209  
Ashland, OR 97520  
Phone: 541-482-8491  
Fax: 541-482-9173

- 5. Proof of insurance:** Proposer maintains malpractice insurance through the Professional Liability Fund of Oregon and excess coverage through Colony Insurance Company [REDACTED] Proof of insurance is enclosed.
- 6. Certificate of good standing:** Zamudio is an active member in good standing with the Oregon State Bar. A certificate of good standing is enclosed.

**B. MEMBER QUALIFICATIONS AND EXPERIENCE**

- 1.** Zamudio is proposed to be the primary attorney assigned to meet the District's needs. Sydnee Dreyer is proposed to be the backup attorney in the event that Zamudio is not available. In the unlikely event that both the primary and backup attorneys are unavailable, Zamudio will be responsible for identifying another attorney as a primary contact for the District.
- 2.** This proposal does not anticipate retention of subcontractors, but the proposer is prepared to identify and engage subcontractors as needed and as requested by the District. Proposer acknowledges that any subcontract requires the District's prior written consent.
- 3.** Zamudio is a full-time attorney located at the firm's main office in Medford and is available during regular office hours, which are Monday through Friday 8:30 a.m. to 5:00 p.m. All of the firm's attorneys are supported by administrative staff including a full-time office manager, four legal assistants, a receptionist, and contracted information technology support. [REDACTED], Zamudio's legal assistant, works full time at the firm's main office in Medford and is available during most regular office hours.
- 4.** Proposer represents the City of Central Point, the City of Jacksonville, and RVTD on an ongoing basis. Proposer has performed contract work for Jackson County. Proposer also represents business owners and real estate developers in Jackson County. Conflicts may arise with respect to differing interests of local governments and proposer's private clients. Proposer maintains a database of current and former clients and is able to electronically identify potential conflicts. Zamudio would run

conflict checks as a routine part of providing legal services for the District. If a conflict is identified, Zamudio would disclose that conflict to the District. Zamudio would advise the District that a conflict exists, the nature of the conflict, whether the conflict is waivable by informed consent confirmed in writing, and that the District may wish to seek independent counsel regarding the conflict. In the event that a conflict is not waivable, Zamudio will disclose the conflict to the District and advise that the conflict is not waivable and that the parties should seek independent counsel for that matter. Zamudio may refer the District to suitable counsel for their consideration.

### **C. SERVICE UNDERSTANDING AND FIRM AVAILABILITY**

- 1. Needs and satisfaction:** The District's legal needs must be considered in context of the District's stated objectives, which include funding and governing libraries in Jackson County with the goal of restoring and expanding public library services. At the core, libraries provide physical and online environments to procure and exchange information and build community. Part of the District's delivery of services includes maintaining physical space for media resources, which involves owning and/or leasing real estate. Zamudio is experienced in real estate transactions, including drafting and reviewing commercial real estate purchase and sale and lease agreements and resolving real estate transaction disputes.

The District's operation includes maintaining personnel to provide and deliver services. In the past, the District has contracted for labor. Proposer is experienced in contract drafting, interpretation, and dispute resolution. The District is considering becoming an employer and hiring and managing employees. Proposer has experience in employment law, including public employment law, and is poised to help the District form and execute its decisions with respect to future hiring and personnel and labor management.

Proposer is able and available to meet the District's legal needs. Zamudio has the experience and capacity to coordinate and deliver legal advice and assistance related to the District's operations, including providing written and oral legal opinions, identifying and establishing correct procedures, drafting and reviewing ordinances, resolutions, contracts, orders, agreements, and other legal documents. Proposer is able and available to provide timely and sound legal counsel on all forms of District business including real estate, land use, business, and local government law. Proposer provides comprehensive civil litigation services focused on resolving conflicts with sensitivity and efficiency. Zamudio has represented clients in court, mediation, arbitration, and on appeal before the Land Use Board of Appeals, the Court of Appeals, and the Oregon Supreme Court. Zamudio is available to attend regular board meetings, work sessions, and special meetings upon request. Our firm is committed to

consistent and clear client communication and we are willing and able to respond to emergency situations as needed.

2. **General Counsel's role:** The role of General Counsel to the District is to provide advice and support to the District board and senior staff. The District is a policy and decision-making body. The District relies on timely, accurate, and thoughtful legal advice in forming decisions and pursuing its goals and objectives. General Counsel's task is first to understand the District's goals and resources. With that understanding, General Counsel must evaluate and clearly communicate potential pitfalls and alternative courses of action to help the District reach its objectives. When disputes arise, General Counsel's role is to identify and advocate for the best outcome for the District.
3. **Communication:** In keeping the District Board informed regarding legal matters, Zamudio will communicate directly with a primary board contact (presumably the chair) regarding routine legal matters. Where specific legal issues require more broad communication, counsel will seek direction from the board regarding client communication procedures and expectations.
4. **Cost management and tracking:** Proposer utilizes legal software to manage and track legal fees. Each client and each matter is assigned a tracking number. Legal fees are recorded using an electronic timer that tracks precise time spent on each matter. Attorneys manually enter tasks associated with recorded time. Attorneys review the recorded time and make adjustments to correct any entry errors. Proposer's bookkeeper prepares monthly client billing statements that describe work performed, by whom, and on the date it was performed. Monthly billing statements also itemize all costs and expenses for which reimbursement is claimed. Attorneys review bills before they are sent to clients and respond to client inquiries regarding billing statements and practices.
5. **Attorney assignment:** Our firm provides broad general civil legal services. In evaluating whether to use an attorney within our firm or an attorney from another firm to handle a specific matter, provide expert advice, or provide other needed services for the District, Zamudio would first assess whether she is able to handle the matter competently and efficiently. If the issue presents a novel, particularly complex, or especially important issue, Zamudio would confer with attorneys within her office with expertise in the area. If it appears to Zamudio that the firm is unable to provide competent, effective, and efficient representation, Zamudio will attempt to identify another attorney to refer to the District to handle that specific matter and, if requested by the District, will negotiate a subcontract for legal services.

6. **Continuing legal education:** Oregon attorneys are required to complete a minimum 45 hours of continuing legal education every three years. Some of that continuing education invariably includes legislative and appellate case updates in particular practice areas. In addition, the Oregon State Bar publishes materials regarding legislative updates and changes in law. Oregon appellate courts provide media releases summarizing recent decisions. The firm encourages and provides resources for continued legal education to meet licensing requirements and to stay abreast of changes in law. In addition, the firm encourages practical skill development. Generally, individual attorneys identify and pursue appropriate continuing legal education opportunities to help us serve our clients' needs. In addition, our firm fosters and maintains an open social environment with informal discussion of legal issues and changes in law.

#### **D. FEE STRUCTURE AND PRICING**

1. **Proposed reduced fee structure:** Proposer proposes to provide the District a reduced hourly rate as follows: \$230/hour for general legal services; \$210/hour for attendance at evening District meetings; and \$240/hour for extraordinary services, as defined herein.

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

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

Legal services will be billed monthly. Billing statements will include fees and costs from the first of the month to the end of the month. Payment and any protest should be made within 10 days of receipt of the billing statement.

2. **Reimbursable and other expenses:** Reimbursable and other expenses anticipated to be incurred in providing legal services include, but are not limited to filing fees, recording fees, postage, and photocopy charges. If representation requires travel outside of the Medford city limits, costs may include mileage, meals, and lodging.
3. **Cost calculation:** Legal hourly rates would be subject to an increase of \$5/hour each calendar year. Costs and reimbursement generally will be calculated by the actual cost. Mileage reimbursement will be consistent with the Internal Revenue Service's standard mileage rate.



**E. CONTRACT FOR SERVICES**

Any contract for services should be annual and terminable by the mutual agreement of the parties or upon 30 days' written notice by either party.

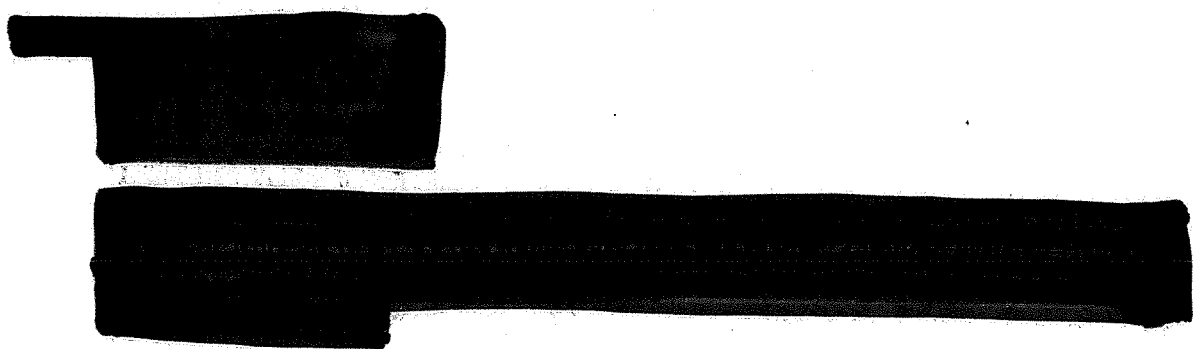
**F. REFERENCES**

- (1) Chris Clayton, City Manager  
City of Central Point  
140 S 3rd Street  
Central Point, OR 97502  
Phone: 541-664-3321

**Relationship/representation:** Proposer provides general legal services to City of Central Point through Sydnee Dreyer, City Attorney. Zamudio has represented the City of Central Point in matters before the Oregon Supreme Court and the Land Use Board of Appeals.

- (2) Joel C. Benton, County Counsel  
Jackson County Board of Commissioners  
10 S Oakdale, Room 214  
Medford, OR 97501  
Phone: 541-774-6160

**Relationship/representation:** Zamudio has performed contract services for Jackson County under the supervision of Mr. Benton involving land use and public meeting matters.



- (4) Julie Brown, General Manager  
Rogue Valley Transportation District (RVTD)  
3200 Crater Lake Avenue  
Medford, OR 97504  
Phone: 541-779-5821

**Relationship/representation:** Proposer provides general legal services to RVTD through Sydnee Dreyer. Zamudio represented RVTD in a small civil circuit court matter.

- (5) Nancy Nordyke, Executive Director  
Southern Oregon Child and Family Council, Inc.  
1001 Beall Lane, Central Point, OR 97502  
Phone: 541-734-5150

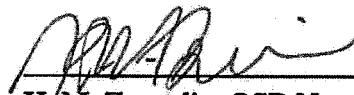
**Relationship/representation:** Proposer has not represented SOCFC. Zamudio has served on the board of directors since 2014 and has worked directly with Nordyke, who can speak to Zamudio's personal qualities and commitment to community service.

**G. ADDITIONAL INFORMATION**

I am personally interested in serving the District's legal needs because I know that libraries serve an irreplaceable and invaluable function in our communities. I was homeschooled until fourth grade in the Applegate Valley. My family frequently visited the Ruch Library to borrow books and we took part in a library-hosted home-schooler group. The public library was a space that provided me and my family a connection to the world and our community. Many years later, as an AmeriCorps volunteer in Zigzag, Oregon, at the base of Mount Hood, the small Hoodland Library again allowed me to stay connected to the world. Although Hoodland Library is small, I was able to borrow many books from a broader area through the interlibrary loan program. I love reading and, at that time, I received a volunteer stipend that barely covered necessities. The public library provided hours of enrichment for me and many of my rural neighbors. I would relish the opportunity to help the District continue to provide access to information, connection, and other important community and cultural services that libraries provide.

Please feel free to contact me regarding this proposal.

HUYCKE O'CONNOR JARVIS, LLP



H. M. Zamudio, OSB No. 121554

823 Alder Creek Drive

Medford, OR 97504

Phone: 541-772-1977

Email: hmzamudio@medfordlaw.net

**Enclosures:** Proposer's Certification  
Resume - Zamudio  
Proof of malpractice insurance (PLF and excess coverage)  
OSB certificate of good standing - Zamudio

### Technology Projects

Item	Project	QTY	Each	Total	Project Total	End Date	On Track	Status	
1	Servers - Staff Domain	4	\$4,000	\$16,000		JUN			
	Servers - Public Domain	3	\$4,000	\$12,000		NOV			
	Server software	7	\$8	\$56	\$28,056	NOV			Need to check on availability
2	Public Scanning - Scannx	9	\$995	\$8,955				Purchased in 2016/17 - Installing	
	Cloud Drive capability	10	\$1,000	\$10,000					
	Faxing - yearly (50 pgs x .60) x 10) x 12)	500	\$0.60	\$3,600		DEC			Estimated annual expense
3	Privacy Screens	130	\$55	\$7,150	\$7,150	JAN		As needed	
Pilot Programs									
4.1	ecommerce								
4.2	Video Security System								
4.3	Mobile Hot Spots			\$29,754		JAN			
Total					\$29,754				As needed
5	Assistance Technology				\$15,000			As needed	
6.1	Microsoft Office Pro Plus (Public)	235	\$40	\$9,400		DEC		Need to check on availability	
6.2	Microsoft Office Pro Plus (Staff)	125	\$40	\$5,000	\$14,400	Next FY?		May not be able to be purchased this FY	
7	Copier for Business Office	1	\$4,500	\$4,500	\$4,500	DEC			
8	Color Laser for Business Office	1	\$3,500	\$3,500	\$3,500	DEC			
9	Public color printing (ASH, CPT, TAL, RRV, WTC)	5	\$700	\$3,500		JAN		Evaluate need	
	Public color printing (Other branches)	15	\$450	\$6,750	\$10,250				
10	Mobile Lab - Notebooks	11	\$1,000	\$11,000		NOV		Ordered	
	Mobile Lab - Projector	1	\$600	\$600		NOV			Evaluating hardware
	Mobile Lab -Case Divider	2	\$220	\$440	\$12,040	DEC			
11	Admin Meeting Room Projector	1	\$3,000	\$3,000		DEC			
	Notebook	1	\$1,000	\$1,000	\$4,000	DEC			
12	Branch\Meeting Room Projectors	17	\$3,000	\$51,000	\$51,000	APR		Estimated - Not include Medford Large	
13	All branch signage	13	\$1,500	\$19,500	\$19,500	FEB		Evaluating use of slide show solution	
14	BiblioCommons - BiblioCore - Installation	1	\$10,450.35	\$10,450.35		APR			
	BiblioCommons - BiblioCore - Annual	1	\$20,900.70	\$20,900.70					
	BiblioCommons - BiblioApps - Annual	1	\$5,225.18	\$5,225.18					
	BiblioCommons - Languages - Annual	1	\$2,000.00	\$2,000.00					
	BiblioCommons - BiblioSuggest - Annual	1	\$4,200.00	\$4,200.00	\$42,776.23				
	BiblioCommons - Server	1	\$4,000	\$4,000					
	BiblioCommons - Server software	1	\$8	\$8	\$4,008.00				
Projects Total					\$245,934				
Maintenance Total					\$22,872				
					\$268,806				
Technology total					\$360,000				
Discretionary Funds					\$91,194				

Update

11/6/2017 RS

### Technology Maintenance

ITEM	COMPANY	Resp.	PRODUCT	TYPE	USE	QTY	EA.	TOTAL	Due	Next Due
1	Faronics	LS & S	Deepfreeze	SW	Public Security	258	\$8.00	\$2,064.00	PAID	10/10/2018
2	Envisionware Gold	Both	LPT:One - 1 Building Bundle	SW	Public Services	1	\$339.15	\$339.15		
			LPT:One - 15 Building Bundle	SW		14	\$118.15	\$1,654.10		
			LPT:One - Client	SW		205	\$8.26	\$1,693.30		
			Jamex Coin Box	HW		1	\$311.40	\$311.40		
			15" LDS	HW		1	\$455.40	\$455.40		
			Adjustment to sync expiration date			1	\$37.95	\$37.95		
			Jamex Coin Box	HW		1	\$307.80	\$307.80		
			Adjustment to sync expiration date			1	\$25.65	\$25.65		
			LDS Scanner	HW		5	\$59.40	\$297.00		
			Adjustment to sync expiration date			1	\$173.25	\$173.25		
			LDS Computer			4	\$390.00	\$1,560.00		
			Sub-Total					\$6,855.00		
			Discount			1	\$1,170.00	\$1,170.00		
<b>TOTAL</b>								<b>\$5,685.00</b>	<b>PAID</b>	<b>9/30/2018</b>
3	Envisionware	JCLD	Mobile Printing service	HW	Mobile Printing	15	\$725.00	\$10,875.00	5/28/2018	
4	SolarWinds	LS & S	Dameware	SW	Network utility	4	\$62.00	\$248.00	PAID	
5	Scannx	JCLD	Flexi Lite	SW	Public Scanning	1	\$400.00	\$400.00	5/19/2018	
6	Scannx	JCLD	Scannx	SW/HW	Public Scanning	9	\$400.00	\$3,600.00	6/29/2018	
<b>Total</b>								<b>\$22,872.00</b>		

Technology Schedule

Item	Project	QTY	Each	Total	Project Total	End Date	On Track	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	
1	Servers - Staff Domain	4	\$4,000	\$16,000		JUN						EV	PU	CON	CON	IN		
	Servers - Public Domain	3	\$4,000	\$12,000		NOV			PU	IN								
	Server software	7	\$8	\$56	\$28,056	NOV		EV	PU									
2	Public Scanning - Scannx	9				Dec			CO	IN	IN							
3	Privacy Screens	130	\$55	\$7,150	\$7,150	JAN			EV	PU	IN	IN						
	Pilot Programs																	
4.1	ecommerce																	
4.2	Video																	
4.3	Mobile Hot Spots			\$29,754		JAN			EV	PU	IN							
	Total				\$29,754													
5	Assistance Technology				\$15,000													
6.1	Microsoft Office Pro Plus (Public)	235	\$40	\$9,400		DEC		EV	PU	IN	IN							
6.2	Microsoft Office Pro Plus (Staff)	125	\$40	\$5,000	\$14,400	Next FY?		EV									PU	
7	Copier for Business Office	1	\$4,500	\$4,500	\$4,500	DEC		EV	PU	IN								
8	Color Laser for Business Office	1	\$3,500	\$3,500	\$3,500	DEC		EV	PU	IN								
9	Public color printing (ASH, CPT, TAL, RRV, WTC)	5	\$700	\$3,500		JAN			PU		IN							
	Public color printing (Other branches)	15	\$450	\$6,750	\$10,250			EV										
10	Mobile Lab - Notebooks	11	\$1,000	\$11,000		NOV		EV	PU									
	Mobile Lab - Projector	1	\$600	\$600		NOV		EV	PU									
	Mobile Lab -Case Divider	2	\$220	\$440	\$12,040	OCT		PU										
11	Admin Meeting Room Projector	1	\$3,000	\$3,000		DEC		EV	PU	IN								
	Notebook	1	\$1,000	\$1,000	\$4,000	DEC		EV	PU	CO								
12	Branch\Meeting Room Projectors	17	\$3,000	\$51,000	\$51,000	APR		EV	PU	IN	IN	IN	IN	IN				
13	All branch signage	13	\$1,500	\$19,500	\$19,500	FEB		EV	EV	PU	IN	IN						
14	BiblioCommons - BiblioCore - Installation	1	\$10,450.35	\$10,450.35		APR			PU	CO	CO	CO	CO	IN				
	BiblioCommons - BiblioCore - Annual	1	\$20,900.70	\$20,900.70														
	BiblioCommons - BiblioApps - Annual	1	\$5,225.18	\$5,225.18														
	BiblioCommons - Languages - Annual	1	\$2,000.00	\$2,000.00														
	BiblioCommons - BiblioSuggest - Annual	1	\$4,200.00	\$4,200.00	\$42,776.23													
	BiblioCommons - Server	1	\$4,000	\$4,000					PU	CO	CO	CO	CO	IN				
	BiblioCommons - Server software	1	\$8	\$8	\$4,008.00				PU	CO	CO	CO	CO	IN				
Projects Total				\$245,934				\$440	\$172,086	\$26,650			\$16,000				\$9,400	
Maintenance Total				\$22,872														
				\$268,806				PU	EV	CON	IN							
Technology total				\$360,000				Purchase	Evaluate	Configure	Install							
Discretionary Funds				\$91,194														

Updated

11/6/2017 RS

## Jackson County Library District E-Rate Procurements and Discounts Report

Service Type	Contract Expiration Date	Award Date	Service Start Date	Total Pre- Discount Charges	Discount Rate	Committed Amount
<b>Eligible One-Time Charges</b>						
Voice Service, Local & Long Distance	6/30/2016	4/13/2015	7/1/2015	\$ 35,528.40	60.00%	\$21,307.04
Wireless Access Points	9/30/2017	7/14/2016	7/1/2017	\$ 147,066.72	80.00%	\$117,653.38
						<b>\$138,960.42</b>
<b>Eligible Ongoing Charges</b>						
Data Transmission and/or Internet Access	6/30/2020	4/13/2015	7/1/2015	\$19,500.00	80.00%	\$15,600.00
Data Transmission and/or Internet Access	6/30/2020	4/13/2015	7/1/2015	\$93,600.00	80.00%	\$74,880.00
Data Transmission and/or Internet Access	6/30/2020	4/13/2015	7/1/2015	\$7,200.00	80.00%	\$5,760.00
Data Transmission and/or Internet Access	6/30/2020	4/13/2015	7/1/2015	\$7,200.00	80.00%	\$5,760.00
Firewall Service	6/30/2020	7/14/2016	7/1/2017	\$5,376.00	80.00%	\$4,300.80
						<b>\$106,300.80</b>
<p><i>All services provided by Hunter Communications, except Voice Services, which are provided by InfoStructure.</i></p>						