



CALL TO ORDER/ROLL CALL

INTRODUCTIONS & PROCLAMATIONS

CONSENT AGENDA (Action Required)

- (1) Minutes from November 9, 2017 Regular Board Meeting; (2) Financial Report2

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

REPORTS AND PRESENTATIONS (Inform)

- 1. Library Director Report – Jamar Rahming9
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NEW BUSINESS

- 1. Bibliocommons Demonstration **(Inform)** – Jamar Rahming/Susan Bloom
- 2. Bibliocommons Contract **(Discussion/Action Anticipated)** – Lisa Marston52
- 3. Board Meeting Process **(Discuss)** – George Prokop89
- 4. Service Plan Update **(Inform)** – Jamar Rahming
- 5. Board Self Evaluation **(Inform)** – Susan Kiefer

OLD BUSINESS AND UPDATES

- 1. Lindberg Estate **(Action Required)** – Cathy Shaw
- 2. District Administrator Recruitment **(Inform)** – Susan Kiefer/George Prokop
- 3. Approve Legal Services Contract **(Action Required)** – Lisa Marston.....90
- 4. Southern Oregon Historical Society **(Inform)** – Susan Kiefer/Cathy Shaw
- 5. Advocacy Committee **(Inform)** Regional Meetings – Carol Doty100

COMMITTEE AND BOARD MEMBER REPORTS (Inform)

FUTURE MEETINGS/EVENTS:

- January 5, 2018 – Technology Team Meeting
- January 9, 2018 – Facilities Committee Meeting with Jackson County
- January 9, 2018 – Advocacy Regional Meeting (Blue Ribbon Committee)
- January 11, 2018 – Regular Board Meeting
- 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. If you have further questions or would like to be added to the email notification list, please contact Administrative Assistant, Donovan Edwards at 541-423-1333 or dedwards@rvcoq.org

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

MINUTES

DRAFT

ATTENDEES

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

Additional participants/attendees: Lisa Marston (Executive Administrator), Jamar Rahming (Library Director), Susan Bloom (Staff), Kristin Anderson, JCLS Cluster Manager, Amy Drake (Executive Director, JCLF), Donovan Edwards (Administrative Assistant), Pat Harper, Archivist SOHS, Ron Sharp, IT Manager, Todd Frager (LS&S COO/CFO), Rick Simpson (Owner, Pathway Enterprises Inc), Hilary Zamudio (Huycke O'Connor Jarvis LLP, Attorney at Law)

AWARDS AND PROCLAMATIONS

In honor of Marian Barker retiring after 49 years of service to the community and library patrons in Jackson County, Kiefer provided a plaque to help celebrate the occasion.

CALL TO ORDER

President Susan Kiefer called the meeting to order at 4:05 p.m.

CONSENT AGENDA

MOTION: Doty moved to approve the minutes from October 12, 2017. Turner seconded the motion. The motion was approved unanimously.

ORAL REQUESTS AND COMMUNICATIONS FROM THE AUDIENCE

Pat Harper, Archivist, Southern Oregon Historical Society (SOHS) informed the Board that SOHS is applying to lease the Carnegie Building from the City of Medford. She stated the proposal would be due within the next couple weeks and part of the proposal would include letters of support. She also stated that an endorsement from JCLD would go a long way toward their potential acceptance as tenants. The goal is to move both archive and collection into the Carnegie Building if approved by the City of Medford. Other organizations are submitting proposals but as far as Ms. Harper is aware SOHS would be submitting their proposal as a single tenant. The lack of additional information such as contractual obligations and building status were causes for concern however after some deliberation Shaw suggested placing the topic on the agenda.

MOTION: Turner moved to add the SOHS proposal to lease space from Jackson County utilizing the Carnegie Building to the current agenda. Prokop seconded the motion. The motion was approved unanimously.

After placing the SOHS proposal to lease the Carnegie Building from Jackson County Kiefer announced that JCLD was aware of the proposal and did not strenuously object to the proposal.

REPORTS AND PRESENTATIONS

Library Director's Report

Prokop commended Rahming for the inclusion of staff positions and Turner asked Rahming to clarify that the Strategic Plan referred to on page ten of the Board packet was indeed the JCLD Strategic Plan which he did confirm.

JCLF Report

Amy Drake, JCLF Executive Director briefly summarized the JCLF report provided in the Board Packet. Not included in the report Drake reported that in response to the recent JCLF/JCLD Joint Meeting that the first JCLF/JCLD Committee would meet on 29 November 2017.

NEW BUSINESS

Collection Development Plan/Staffing Service Plan

Doty reminded the Board and staff that during the recent Board Retreat that Hispanic Outreach was a topic of discussion in which the Board wanted to see increases in collection and the report provided within the Board Packet did not seem to address that issue. Bloom agreed that the funding amounts certainly need to be adjusted but determining what the collection needs to include based on community input needs to happen prior to purchasing materials. In January 2018, feedback from focus groups will be used to help determine what is needed which was also included within JCLD's Strategic Plan but has not been done until now. Turner stated that she would be willing to reallocate additional funds to the outreach programs but numbers needed to be adjusted citing a 13% Hispanic population within Jackson County but only a 1% budget allocation for the outreach program. She also stated that she would like to address materials costs in a public meeting to determine if LS&S would be willing to entertain a budget amendment based on the materials cost. Rahming explained that there is a misconception that the libraries need to have more Spanish literature arguing that the majority of the Hispanic population in Jackson County is English speaking and much more diverse and spending money on materials without research would not resolve the lack of materials, especially if they were not the correct materials. Prokop interjected stating that he wanted to support Rahming and the report as it exists and while the numbers may seem to be low, he would prefer to take a little more time to determine what materials are needed rather than to just pour money into the program based on numerical gaps the Board can see. Kiefer stated that with the inclusion of focus groups combined with the willingness to adjust the budgetary concerns and Turners recommendation that materials costs be looked at that it would be best to take time to allow the staff to collect the necessary information.

Library Card Registration Policies

MOTION: Doty moved to adopt the Library Card Registration Policies. Shaw seconded the motion. The motion was adopted unanimously.

Social Media Policy

MOTION: Shaw moved to adopt the Social Media Policy. Doty seconded the motion. The motion was adopted unanimously.

Cyber Liability Policy

MOTION: Doty moved to adopt the Cyber Liability Policy. Shaw seconded the motion. The motion was adopted unanimously.

Pathway Proposal – Medford Day Porter Services

MOTION: Doty moved to amend the current contract with Pathway Enterprises Inc. Shaw seconded the motion. It was noted that the amendment would cost a little over \$26,000 per year but \$13,000 for the

current fiscal year. The contract is set to expire on June 30, 2018 however JCLD does have the option to annually extend the contract for up to five years. Approximately two years ago a work crew was assigned to the Medford Branch Library to provide janitorial services during the day at no cost and was not covered within the contract. At the time it was a mutually beneficial assignment as it provided the library with much needed services and provided occupational and social therapy for the assigned workers. That crew is now being requested at another location with an offer of payment for those services. The \$13,000 for the remainder of this fiscal year would prevent that crew from being relocated. It was also noted that an updated contract proposal would be required for the additional \$26,000 per year. The motion was approved unanimously.

OLD BUSINESS AND UPDATES

JCLS 2017 Report to the State Library - Update

Kiefer announced that she and Turner had recently met with Rahming and Bloom to discuss the questions that had been brought up at the last Board Meeting and those questions had been answered.

Southern Oregon Historical Society (SOHS) - Proposal

Kiefer explained that more time would be needed to review the proposal and after several questions were posed by Shaw, Kiefer advised that a committee be created with herself and Shaw combined with representation from SOHS. The committee would address questions and concerns from Board Members and library staff. Doty also expressed several concerns that were annotated by Kiefer which she stated would be addressed by the committee. Marian Barker, JCLS Youth Services Manager suggested public input be sought citing concerns being expressed by citizens about the use of District funds.

Central Point Bequest - Proposal

Rahming and Anderson presented a proposal to the Board recommending a redesign of the physical space of the Central Point Branch Library to support technological literacy, collaborative learning and spark school success for young patrons utilizing the Central Point Bequest provided by Sandra Marks.

MOTION: Doty moved to approve the Central Point Bequest Proposal. Shaw seconded the motion. The motion was approved unanimously.

Lindberg Estate

Shaw stated that Lindberg Estate sale is continuing to move forward.

Executive Recruitment

Prokop announced that Kiefer and he had met with RVCOG's Human Resources Manager and Finance Department. The meeting was enlightening and provided clarity on several things to include the potential benefits packages available. A job description has been finalized and will be posted soon following the determination of where that job description will be posted. A job application template was provided by RVCOG and will need to be modified to fit JCLD's needs and that would be forthcoming.

RFQ for Legal Services

Zamudio provided a summarization of Huycke O'Connor Jarvis LLP and a brief history of her career as an attorney citing her experience with public meetings law and land use from her work with Jackson County. Doty expressed her concern about the upcoming transfer of library buildings from the County to the District. Zamudio stated that she had spoken with JCLD's previous counsel and was familiar with the transfer of the buildings stating that she would be willing to work with him or take direction from the Board. Turner asked about legal presence at all Board Meetings citing that not all Boards have attorneys

present at their meetings unless legal guidance is required. Zamudio stated that while initially her presence would be beneficial as the Board and her become better acquainted that she didn't think she would need to be at all Board Meetings. After some Board discussion regarding the contact of references, Doty volunteered to contact them which was agreed to by the Board.

COMMITTEE AND BOARD MEMBER REPORTS

Technology Committee

Prokop explained that both Rahming and Sharp at his request created a "snapshot" of how projects are tracking within the budget and timeline. Moving forward the report will be updated monthly and provided to the Board quarterly.

Marston briefly explained the JCLD E-Rate Procurements and Discounts Report, summarizing the E-Rate benefits the District has received since it assumed responsibility for administering the Jackson County libraries in 2015.

Facilities Committee

Doty reported that a meeting has been scheduled with Jackson County on January 9, 2018 in which the County will provide their budgetary anticipation of projects that are planned for the 2018-2019 fiscal year.

Advocacy Committee

Doty provided minutes from the most recent Advocacy Committee meeting which detailed plans for regional meetings that are scheduled beginning with the Blue Ribbon Committee on January 9, 2018. The purpose of the regional meetings will be to provide a platform for both the District and communities to give updates and receive feedback or recommendations. The meetings will predominantly feature the Library Director and select staff and it is hoped that a member of the Board will also be willing to attend.

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 11/1/2017 Through 11/30/2017

	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	8,818,479.16	8,818,479.16	(781,520.84) 91.85%
Prior Year Property Tax Collections	250,000.00	44,353.79	90,281.95	(159,718.05) 36.11%
Interest Income	80,000.00	10,454.81	41,201.08	(38,798.92) 51.50%
Other Income	10.00	0.00	0.00	(10.00) 0.00%
E Rate	103,000.00	8,858.40	44,797.30	(58,202.70) 43.49%
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	0.00	10,156.25	(14,843.75) 40.62%
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	230.00	(970.00) 19.16%
Library Card Replacement Fees	1,000.00	9,318.43	10,408.43	9,408.43 1,040.84%
Late Fee Charges	75,000.00	11,134.16	29,878.18	(45,121.82) 39.83%
Lost/Damaged Materials	10,000.00	0.00	1,494.51	(8,505.49) 14.94%
Photocopy/Fax Sales	13,000.00	0.00	3,536.57	(9,463.43) 27.20%
Patron Refunds	(3,000.00)	0.00	(571.16)	2,428.84 19.03%
Printer Sales	13,000.00	0.00	4,373.83	(8,626.17) 33.64%
On Line Fee Collections	10,000.00	828.63	3,367.45	(6,632.55) 33.67%
Hulburt Donation	125,000.00	0.00	0.00	(125,000.00) 0.00%
Library Friends Donations	65,000.00	982.00	19,579.29	(45,420.71) 30.12%
Library Foundation Donations	10,000.00	4,019.01	4,019.01	(5,980.99) 40.19%
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	52.00	47,603.37	47,603.37 0.00%
Beginning Fund Balance-Unrestricted	6,700,000.00	0.00	7,420,761.78	720,761.78 0.00%
Beginning Fund Balance-Restricted	300,000.00	0.00	233,202.99	(66,797.01) 0.00%
Total Program Revenue	<u>17,640,490.00</u>	<u>8,908,480.39</u>	<u>16,919,585.91</u>	<u>(720,904.09) 95.91%</u>
Total Revenue	<u>17,640,490.00</u>	<u>8,908,480.39</u>	<u>16,919,585.91</u>	<u>(720,904.09) 95.91%</u>

Jackson County Library District
Statement of Revenues and Expenditures
From 11/1/2017 Through 11/30/2017

	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	7,823.20	11,406.24	33,593.76	25.34%
Auditing Services	11,000.00	0.00	1,750.92	9,249.08	15.91%
Administrative Services	110,000.00	17,864.30	27,017.09	82,982.91	24.56%
Bank Fees/Interest Expense	1,000.00	92.38	437.86	562.14	43.78%
Consultant Fees	50,000.00	1,340.00	6,177.80	43,822.20	12.35%
Insurance	20,000.00	0.00	0.00	20,000.00	0.00%
Legal Services	30,000.00	0.00	2,720.00	27,280.00	9.06%
Memberships and Dues	2,500.00	0.00	1,644.98	855.02	65.79%
Office Supplies- admin	2,000.00	130.00	382.79	1,617.21	19.13%
Postage	500.00	73.00	385.60	114.40	77.12%
Registration/Tuition/Travel	10,000.00	143.34	1,997.87	8,002.13	19.97%
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	0.00	144,211.68	288,423.32	33.33%
Custodial Services	320,000.00	26,514.23	107,711.96	212,288.04	33.65%
Custodial Supplies	12,000.00	1,481.08	4,134.32	7,865.68	34.45%
Landscape Services	6,600.00	551.68	2,551.68	4,048.32	38.66%
Maintenance Services	2,000.00	0.00	0.00	2,000.00	0.00%
Security Services	75,000.00	6,413.00	17,893.50	57,106.50	23.85%
Signs and Signal Materials	25,000.00	0.00	0.00	25,000.00	0.00%
Building Repair/Maintenance- B-7	310,000.00	3,595.81	7,870.81	302,129.19	2.53%
Copier Expense	0.00	0.00	25.50	(25.50)	0.00%
Equipment Repair/Maintenance	30,000.00	499.40	3,368.99	26,631.01	11.22%
Facility Furnishing Expense	25,000.00	0.00	0.00	25,000.00	0.00%
Minor Equipment	50,000.00	0.00	2,835.05	47,164.95	5.67%
Minor Equipment-Computers	360,000.00	17,518.56	51,243.06	308,756.94	14.23%
Supplies and Expenses-Facilities	0.00	0.00	314.54	(314.54)	0.00%
Computer Software and Licensing	0.00	0.00	12,368.00	(12,368.00)	0.00%
LS&S Contract	5,065,546.00	422,128.83	2,110,644.15	2,954,901.85	41.66%
Library Materials	848,720.00	0.00	173,837.18	674,882.82	20.48%
City Participation	32,000.00	0.00	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	0.00	7,956.75	23,870.25	25.00%

Jackson County Library District
Statement of Revenues and Expenditures
From 11/1/2017 Through 11/30/2017

	Current Month		YTD Budget Percentage received		
	YTD Budget	Actual	YTD Actual	Remaining	or spent to date
Unique Management Services	15,914.00	0.00	3,978.50	11,935.50	25.00%
Electricity	231,540.00	18,776.67	88,321.51	143,218.49	38.14%
Natural Gas	45,000.00	2,203.08	4,080.03	40,919.97	9.06%
Garbage Service	15,000.00	1,167.16	4,593.41	10,406.59	30.62%
Water and Sewer Service	33,000.00	2,149.57	16,699.90	16,300.10	50.60%
Street and Storm Drain Fees	20,000.00	1,600.89	7,765.71	12,234.29	38.82%
Telecom-Voice and LD	65,000.00	4,497.28	22,141.40	42,858.60	34.06%
Telecom-Wide Area Network	130,000.00	8,644.95	43,224.75	86,775.25	33.24%
Telecom-Internet Services	36,000.00	4,002.48	12,147.40	23,852.60	33.74%
Municipal Assessments	1,500.00	139.88	612.40	887.60	40.82%
Maintenance & Fuel for Vehicles	15,000.00	1,582.97	5,159.47	9,840.53	34.39%
Hulburt Donation	125,000.00	0.00	29,042.45	95,957.55	23.23%
Library Friends Donations	65,000.00	1,495.31	13,718.24	51,281.76	21.10%
Library Foundation Donations	10,000.00	0.00	700.38	9,299.62	7.00%
General Public Donations	5,000.00	0.00	375.80	4,624.20	7.51%
OR Community Foundation-restricted	34,000.00	0.00	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	0.00	233.06	(233.06)	0.00%
Ready to Read 2017 Grant	33,000.00	0.00	10,447.62	22,552.38	31.65%
Kent Family Trust	1,000.00	0.00	3,043.32	(2,043.32)	304.33%
Ready to Read 2016 Grant	0.00	0.00	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	182.85	21,210.78	(21,210.78)	0.00%
Subtotal Materials and Supplies	9,482,882.00	552,611.90	2,996,507.44	6,486,374.56	31.60%
Capital Outlay	250,000.00	0.00	0.00	250,000.00	0.00%
Contingency	750,000.00	0.00	0.00	750,000.00	0.00%
Ending Fund Balance	5,007,608.00	0.00	0.00	5,007,608.00	0.00%
Total Program Expenses	<u>15,590,490.00</u>	<u>552,611.90</u>	<u>2,996,507.44</u>	<u>12,593,982.56</u>	<u>19.22%</u>
Total Expenditures	<u>15,590,490.00</u>	<u>552,611.90</u>	<u>2,996,507.44</u>	<u>12,593,982.56</u>	<u>19.22%</u>
Transfer to Other Funds					
Transfer to Capital Improvement Fund	2,050,000.00	0.00	0.00	2,050,000.00	0.00%
Total Transfer to Other Funds	2,050,000.00	0.00	0.00	2,050,000.00	0.00%
Net Revenue Over Expenditures	<u>0.00</u>	<u>8,355,868.49</u>	<u>13,923,078.47</u>	<u>13,923,078.47</u>	<u>0.00%</u>

Director's Report
November 2017

Human Resources Update

I spent the last month working with the company to address the ongoing concern of staff compensation, reorganizing staff(see organization chart at the end of this report), and adding positions to ensure that we are adequately equipped to fulfill our strategic plan goals to deliver the best library system possible to our citizens. Todd Frager, LS&S CFO, visited last month and met with each board member individually, gathered feedback, and has followed-up accordingly. He shared with you the following:

- All current staff members will receive a wage increase of \$1 per hour effective 1/1/18.
- Branch Lead positions have been increased to thirty hours per week to provide employees with health benefits.
- Promoted Susan Bloom and Laura Kimberly to Assistant Director, with a 27% increase in compensation.
- Added a new Assistant Branch Manager position to support Laura in her new role.
- Promoted the existing Volunteer Services Coordinator to a Volunteer Services and Training Coordinator with a 22% increase in compensation.

Vacancy Report

Date	Position	Branch	Hrs/Week	Date Filled	Candidate Type
Vacant					
9/22/2017	Librarian 1 (Bilingual Youth Services)	Medford	40		
10/12/2017	Library Associate 2	Medford	20	12/1/2017	Internal
10/14/2017	Library Associate 1	Ashland	15		
10/15/2017	Supervisor (Circulation)	Ashland	40	11/16/2017	External
10/26/2017	Librarian 1 (Reference/Children's) On-Call	Systemwide	On-Call		
10/30/2017	Branch Lead	Applegate	20	12/1/2017	Internal
11/1/2017	Library Associate 2 (Teen Services)	Medford	20	12/1/2017	External
11/6/2017	Library Associate 2	Ashland	20	11/16/2017	External
11/15/2017	Assistant Director - Administration	Medford	40	12/1/2017	Internal
11/15/2017	Assistant Director - Branch Operations	Medford	40	12/1/2017	Internal
	Staff Development & Volunteer				
11/15/2017	Coordinator	Medford	40	12/1/2017	Internal
11/16/2017	Supervisor (Circulation)	Medford	40	12/1/2017	Internal
11/27/2017	Assistant Library Manager	Medford	40		
11/27/2017	Library Associate 2 (Floater)	Systemwide	20		
12/1/2017	Library Associate 2	Medford	20		
		Central	34		
12/14/2017	Library Associate 2	Point			

Strategic Plan Execution

- Digital Associates Appointments- In the first one and a half months of our program to provide tech help at the branches, we've seen the service already become very popular. Customers are dropping in to take advantage of the in-person assistance, but we've also noted a steady rise in appointments being made as well. For the month of November, Bret and David handled a combined total of 62 appointments. The help given covered a wide area, including help with library e-content, device specific issues such as porting contacts from one device to another, help with online forms, email management, formatting documents and more. Survey forms were created for those patrons who wanted to fill them out after getting help, and a number of positive responses have been received. We definitely feel we have tapped a need in our communities for the service we are offering.
- McNaughton lease agreement is fully implemented on December 18 to significantly decrease holds to wait ratios. All locations will soon have modern/bookstore type display tables with merchandized popular titles on demand.
- We have received our shipment of hotspots and staff is testing them in our rural areas. We are all set for full implementation of the service early next year.
- We are in the first planning phase of the Central Point project to make additions to the children's area and add the teen digital/homework center.
- I am working on a plan to modernize and make additions to all children areas throughout the system. I am submitting a formal proposal for strategic plan funds consideration at our January board meeting.
- I am actively working on Objective 1 for the Facilities Plan.
- A task force has assembled to work on our metric to increase cardholders throughout the county.

New Partnership

We are excited to provide the Kaleidoscope program at two sites in Jackson County beginning in January of 2018. The Kaleidoscope program, based on scientific evidence, helps parents and caregivers prepare their young children for success in school and life. With help from the Housing Authority of Jackson County we have targeted two sites, one in Talent and one in downtown Medford.

The weekly programs provide early literacy skills for the children and their parents/caregivers. Library staff will work directly with the groups each week, providing play opportunities to engage parents and children, doing storytimes, and providing courtesy books to all participants.

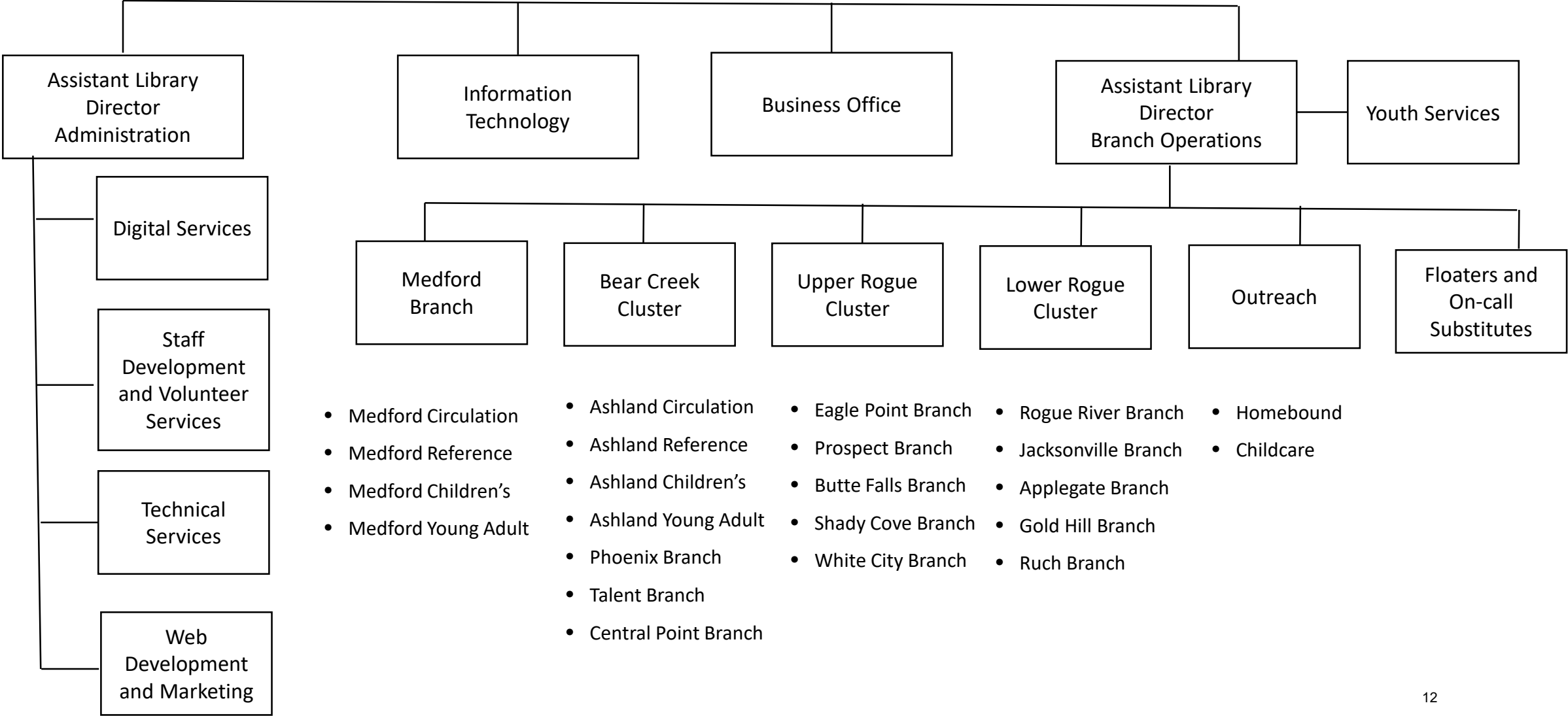
JCLS will receive approximately \$11,000 in grant monies through SOELS (Southern Oregon Early Learning Services) for the program.

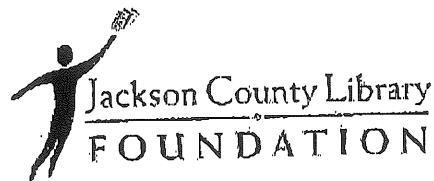
Community Engagement

- I presented to the Central Point Rotary and White City Friends.
- The month of November kicked off the holiday season of giving at the Medford Branch, which hosted the **U.S. Marine Corps Reserve Toys for Tots Program** (at the Circulation desk), the **CASA Giving Tree** (in the Children's Department) and **Help Teens in Need this Holiday-Donate to Maslow** (in the Teen Library). Patrons and staff donated generously to help those in need.
- JCLS staff kicked off a month of community engagement by hosting a JCLS and JCLF joint table for the **Providence Festival of Trees: An Evening of Giving**. There were over 200 kids that participated in creating a tea light snowman ornament, 85 entries for the raffle for a free book, and handed out 6 library cards, and updated library card information for four individuals. This community holiday celebration and tradition features stunning Christmas trees and displays decorated by local businesses, interior designers, florists and other talented people. The festival also showcases an assortment of holiday decorations, including designer tabletop trees and mini trees, wreaths, fireplace mantels and displays.



Library Director





**Executive Director Report
December 2017**

1. Annual Appeal

The Annual Appeal was mailed the week after Thanksgiving. Donations are steadily coming in and a full report will be provided at the January District board meeting.

Thank you for contributing and helping to support JCLS's Outreach to Child Care program! We greatly appreciate your continued support.

2. Joint Foundation/District Committee Update

This committee is a continuation of the joint full board meetings of the Foundation and District back in September 2017.

Jill Turner, Jamar Rahming, Midge Thierolf, and I met to discuss the structure of the relationship between the Foundation and the District. The committee's goals are to establish:

- How the District and/or JCLS staff will request fundraising support from the Foundation
- How the Foundation will propose to fundraise for specific District and/or JCLS programs/needs
- How to structure these processes so they're simultaneously comprehensive yet flexible and response

The committee will meet again in January to continue working on creating this structure.

3. Bookkeeper

The Foundation has contracted with a bookkeeper to run a risk assessment and informal audit.

4. Foundation Board Members

The Board Development Committee is charged with identifying and recruiting potential new board members. Formed in April, we have reviewed and updated the prior list of possible recruits and are now reaching out to new possibilities. We have one strong candidate for a new board recruit for early 2018, and we're hoping for at least one more for early 2018 as well.



Certified Public Accountants
and Business Advisors

November 29, 2017

To the Board of Directors
Jackson County Library District

We have audited the financial statements of the governmental activities and the major fund of Jackson County Library District for the year ended June 30, 2017. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated June 1, 2017. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Jackson County Library District are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the current year. We noted no transactions entered into by Jackson County Library District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The Board did not make any significant estimate.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated November 29, 2017.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to Jackson County Library District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as Jackson County Library District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the Management's Discussion and Analysis, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the Schedule of Property Tax Collections and Outstanding Balance, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the supporting schedule, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the information and use of Board of Directors and management of Jackson County Library District and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Isler Medford, LLC

Isler Medford, LLC

**JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)**

ANNUAL FINANCIAL REPORT

YEAR ENDED JUNE 30, 2017



**JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)**

DISTRICT OFFICIALS

JUNE 30, 2017

BOARD MEMBERS

Maureen Swift – President
Central Point, Oregon

Susan Kiefer- Vice President
Medford, Oregon

Carol Doty
Medford, Oregon

Jill Turner
Ashland, Oregon

Monica Weyhe
Central Point, Oregon

ADMINISTRATION

Lisa Marston
Executive Administrator

**JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)**

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Certified Public Accountants
and Business Advisors

INDEPENDENT AUDITORS' REPORT

To the Library Board
Jackson County, Oregon

We have audited the accompanying financial statements of the governmental activities, and the major fund of the Jackson County Library District, Jackson County, Oregon as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund of the Jackson County Library District, Jackson County, Oregon as of June 30, 2017, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3-8, and 26, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally

accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Jackson County Library District, Jackson County, Oregon's basic financial statements. The schedule of property tax transactions is presented for purposes of additional analysis and are not a required part of the basic financial statements.

The schedule of property transactions is the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, schedule of property transactions is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

In accordance with Minimum Standards for the Audits of Oregon Municipal corporations, we have issued our report dated November 29, 2017, on our consideration of compliance with certain provisions of laws and regulations, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules. The purpose of that report is to describe the scope of our testing of compliance and the results of that testing and not to provide an opinion on compliance.

Isler Medford, LLC

Isler Medford, LLC

Medford, Oregon

November 29, 2017

MANAGEMENT'S DISCUSSION AND ANALYSIS

JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)

MANAGEMENT'S DISCUSSION AND ANALYSIS

YEAR ENDED JUNE 30, 2017

As management of Jackson County Library District, we offer readers of the District's financial statements this narrative overview and analysis of the financial activities for the period from July 1, 2016 to June 30, 2017. This is the third year of operation for the District. We encourage readers to consider the information presented here in conjunction with the balance of information presented in this report.

FINANCIAL HIGHLIGHTS

- In the government-wide statements, the net position of the Library exceeded its liabilities and deferred inflows at June 30, 2017 by \$8,096,892. Of this amount \$368,901 represents the District's net investment in capital assets, \$233,203 is restricted permanently by the donors and \$ 7,494,788 is unrestricted and available to meet the Library's ongoing obligations to citizens.
- The District's total net assets increased by \$2,406,900 from the prior year ended June 30, 2016.
- The District's governmental funds reported combined ending fund balance of \$7,285,062 of which \$7,051,859 is unassigned and available for spending at the District's discretion.
- At the end of the fiscal year, unassigned fund balance for the governmental funds on a budget basis was \$7,051,859 or about 86.3% of total governmental fund expenditures.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements consist of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the basic financial statements. This report also contains supplementary information in addition to the basic financial statements.

Government-wide financial statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business. These statements include:

The Statement of Net Position. The statement of net position presents information on all of the assets and liabilities of the District at fiscal year-end. Net assets are what remain after the liabilities have been paid or otherwise satisfied. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The Statement of Activities. The statement of activities presents information showing how the net assets of the District changed over the year by tracking revenues, expenses and other transactions that increase or reduce net assets. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes).

**JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)**

MANAGEMENT’S DISCUSSION AND ANALYSIS

YEAR ENDED JUNE 30, 2017

In the government-wide financial statements the District’s activities are shown in one category:

- *Library services:* The District’s basic functions are shown here, such as contracted services for library operations, library collections, software, maintenance and utilities. These activities are primarily financed through property taxes.

Fund financial statements

The fund financial statements provide more detailed information about the District’s funds, focusing on its most significant or “major” funds, not the Library as a whole. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District funds are governmental funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government’s near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government’s near-term financing decisions. Both the governmental fund Balance Sheet and Statement of Revenues, Expenditures and Changes in Fund Balance are reconciled to the government-wide Statements of Net Position and Activities.

**JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)**

MANAGEMENT'S DISCUSSION AND ANALYSIS

YEAR ENDED JUNE 30, 2017

Notes to the basic financial statements

These notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the basic financial statements can be found on pages 16-24 of this report.

Other information

In addition to the basic financial statements and accompanying notes, this report also presents required supplementary information concerning the District's compliance with the Oregon Minimum Standards for Audits of Oregon Municipal Corporations. The supplementary information is included in this report.

Financial Analysis of the District

Net position may serve as a useful indicator of a government's financial condition. As noted earlier, the District's total assets exceeded its liabilities by \$8,096,892. At the end of the fiscal year, the District is able to report positive balances in each category of net position. The following statements summarize the District's net position at June 30, 2017 with comparison information for June 30, 2016.

**JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)**

MANAGEMENT'S DISCUSSION AND ANALYSIS

YEAR ENDED JUNE 30, 2017

	June 30,		
	2017	2016	Change
Cash and investments	\$ 7,640,012	\$ 5,425,707	\$ 2,214,305
Receivables	573,469	508,207	65,262
Capital assets, net	368,901	105,196	263,705
Total assets	8,582,382	6,039,110	2,543,272
 Current Liabilities	 485,490	 349,118	 136,372
 Net position:			
Investment in capital assets	368,901	105,196	263,705
Restricted-permanent	233,203	217,123	16,080
Unrestricted	7,494,788	5,367,673	2,127,115
Total net position	\$ 8,096,892	\$ 5,689,992	\$ 2,406,900

Changes in Net Position

Revenues

Program revenues:

Fees, fines and charges for services	\$ 290,782	\$ 349,167	\$ (58,385)
Operating grants and contributions	384,517	447,421	(62,904)

General revenues:

Property taxes	9,560,798	9,192,090	368,708
Interest and investment earnings	82,739	36,009	46,730
Restricted revenues- transfers in	-	-	-
Total revenues	10,318,836	10,024,687	294,149

Expenses

Library services and operations	7,911,936	7,393,849	518,087
Total expenses	7,911,936	7,393,849	518,087

Increase in net position	2,406,900	2,630,838	(223,938)
Beginning fund - net position	5,689,992	3,059,154	2,630,838
Ending fund- net position	\$ 8,096,892	\$ 5,689,992	\$ 2,406,900

**JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)**

MANAGEMENT'S DISCUSSION AND ANALYSIS

YEAR ENDED JUNE 30, 2017

Financial Analysis of the District's Governmental Funds

As noted earlier, the District uses Fund accounting to ensure and demonstrate compliance with finance related legal requirements. The District's governmental fund provides information on near-term inflows, outflows and balances of spendable resources. Unrestricted fund balance may serve as a useful measure of a government's net resources available for spending at the end of a fiscal year.

Governmental Fund

The focus of the District's governmental fund is to provide information on relatively short-term cash flow and funding for future basic services. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At June 30, 2017 the District's governmental fund reported an ending fund balance of \$ \$7,285,062. \$7,051,859 represents unassigned ending fund balance which is available for spending at the District's discretion.

The District received \$432,529 more in property tax revenue than in the prior fiscal year. The governmental fund total revenues were under budget by \$106,239. The governmental total expenditures were under budget by \$2,339,215.

Capital Assets

The buildings and equipment used by the District in the 15 libraries it runs are owned by Jackson County and are leased back to the District at zero cost through an intergovernmental agreement. The District is responsible for maintaining the buildings and making any capital improvements necessary. The District's capital assets at June 30, 2017 include a new security camera system for the Medford branch and \$193,291 of leasehold improvements to the buildings. The net value at June 30, 2017 is \$368,901.

Economic Factors and Budget Information for Next Year

The District's adopted revenues for fiscal year 2018 total \$17,640,490. Of this total \$9,850,000 comes from property taxes which represent 55.8% of the total. Property tax revenues are the single largest source of revenue for the District.

**JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)**

MANAGEMENT'S DISCUSSION AND ANALYSIS

YEAR ENDED JUNE 30, 2017

The Library District's 2017/2018 budget includes plans for the following high impact services:

- The District contracts with Library Systems and Services (LS&S) to provide Library operations for the 15 library branches in Jackson County. The total budgeted for this in fiscal year 2018 is \$5,962,007.
- Provide for continuing updating of technology in the branches including upgrading computers, providing additional document scanners for patrons, mobile labs, meeting room projectors, digital signage and miscellaneous items to assist staff and patrons. The total budgeted for this in fiscal year 2018 is \$360,000.
- The District included \$310,000 in the budget to maintain the Library buildings most of which were built over 10 years ago. These buildings are owned by Jackson County but are maintained by the District.
- The 2017/2018 budget includes a transfer of \$2,050,000 from the unrestricted fund to a Capital Improvement Fund.
- The 2017/2018 budget includes a budgeted ending fund balance of \$5,007,608.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the Jackson County Library District's finances for all those with an interest in the District's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Lisa Marston, Executive Administrator, Jackson County Library District, PO Box 3275, Central Point, Oregon 97502.

JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)

BASIC FINANCIAL STATEMENTS

JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)
STATEMENT OF NET POSITION
JUNE 30, 2017

ASSETS	Governmental Activities
Cash and cash equivalents	\$ 7,640,012
Property taxes receivable	558,213
Accounts receivable	5,973
Prepaid expenses	9,283
Depreciable capital assets, net	<u>368,901</u>
TOTAL ASSETS	<u>\$ 8,582,382</u>
LIABILITIES	
Accounts payable	<u>\$ 485,490</u>
TOTAL LIABILITIES	<u>\$ 485,490</u>
NET POSITION	
Investment in capital assets	368,901
Restricted	
Restricted- permanent	233,203
Unrestricted	<u>7,494,788</u>
TOTAL NET POSITION	<u>\$ 8,096,892</u>

JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)

STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2017

	<u>Expenses</u>	<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Net (Expense) Revenue and Change in Net Assets</u>
Governmental Activities				
Library services	\$ 7,911,936	\$ 290,782	\$ 384,517	\$ (7,236,637)
Total governmental activities	<u>\$ 7,911,936</u>	<u>\$ 290,782</u>	<u>\$ 384,517</u>	<u>\$ (7,236,637)</u>
			Property taxes	9,560,798
			Interest	<u>82,739</u>
			Total general revenues	<u>9,643,537</u>
			Change in Net Position	2,406,900
			Net position- Beginning of the year	<u>5,689,992</u>
			Net position- end of year	<u>\$ 8,096,892</u>

**JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)**

**BALANCE SHEET - GOVERNMENTAL FUNDS
JUNE 30, 2017**

	Totals	
	2017	2016
Assets		
Unrestricted:		
Cash and cash equivalents	\$7,406,809	\$5,208,584
Property taxes receivable	558,213	463,809
Accounts receivable	5,973	43,665
Prepaid expenses	9,283	733
Restricted:		
Cash and cash equivalents	233,203	217,123
Total assets	\$8,213,481	\$5,933,914
Liabilities		
Accounts payable	\$ 485,490	\$ 349,118
Total liabilities	485,490	349,118
Deferred Inflows of Resources		
Unavailable property taxes	442,929	375,854
Fund balances		
Restricted- permanent	233,203	217,123
Unassigned	7,051,859	4,991,819
Total fund balances	7,285,062	5,208,942
Total liabilities and fund balances	\$8,213,481	\$5,933,914

**JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)**

**RECONCILIATION OF THE GOVERNMENTAL FUNDS
BALANCE SHEET TO THE STATEMENT OF NET POSITION
YEAR ENDED JUNE 30, 2017**

	2017	2016
Total fund balance- Governmental Funds	\$7,285,062	\$5,208,942
Amounts reported in the statement of net position are different because:		
Capital assets are not financial resources and are not reported in the funds:		
Capital assets at cost	427,030	128,569
Accumulated Depreciation	(58,129)	(23,373)
Deferred inflows represent amounts that were not available to fund current expenditures and therefore are not reported in the governmental funds.		
Property taxes	442,929	375,854
Net Position of Governmental Activities	\$8,096,892	\$5,689,992

**JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)**

**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGE IN
FUND BALANCES - GOVERNMENTAL FUNDS**

**YEAR ENDED JUNE 30, 2017
(WITH COMPARATIVE TOTALS FOR JUNE 30, 2016)**

	General Fund	
Revenues	<u>2017</u>	<u>2016</u>
Property taxes	\$ 9,493,723	\$ 9,061,194
Interest	82,739	36,009
Fines and fees	111,128	142,053
Charges for services	179,654	207,114
Grants and donations	<u>384,517</u>	<u>447,421</u>
 Total revenues	 <u>\$ 10,251,761</u>	 <u>\$ 9,893,791</u>
 Expenditures		
Current		
Library services	\$ 7,877,180	\$ 7,370,476
Capital outlay	<u>298,461</u>	<u>128,569</u>
 Total expenditures	 <u>8,175,641</u>	 <u>7,499,045</u>
 Net change in fund balance	 2,076,120	 2,394,746
 Fund balance - beginning of year	 <u>5,208,942</u>	 <u>2,814,196</u>
 Fund balance- end of year	 <u>\$ 7,285,062</u>	 <u>\$ 5,208,942</u>

JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2017
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2016)

	2017	2016
Net change in fund balance, page 14	\$ 2,076,120	\$ 2,394,746
Amounts reported in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is depreciated over their estimated useful lives.	263,705	105,196
Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the governmental funds.		
Increase in deferred inflows - property taxes	67,075	130,896
Change in net position of governmental activities	\$ 2,406,900	\$ 2,630,838

JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The District

The Jackson County Library District (the District) is a municipal corporation governed by a five member Board of Directors.

The financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant policies of the District are described below.

Financial Reporting Entity

The District's financial statements include the accounts of all District operations. The criteria for including organizations as component units within the District's reporting entity, as set forth in Section 2100 of Government Accounting Standards Board's (GASB's), *Codification of Governmental Accounting and Financial Reporting Standards*, include whether:

- The organization is legally separate (can sue and be sued in their own name).
- The District holds the corporate powers of the organization.
- The District appoints a voting majority of the organization's board.
- The District is able to impose its will on the organization.
- The organization has the potential to impose a financial benefit/burden on the District.
- There is fiscal dependency by the organization on the District.

Based on the aforementioned criteria, the District has no component units and is not a component unit of any other entity.

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the District. The primary focus of the District is to provide library services to the citizens of Jackson County. Significant interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the expenses of the District are offset by program revenues. *Program revenues* include: 1) charges to users or applicants who purchase, use or directly benefit from goods, services or privileges and 2) grants and contributions that are restricted for operational or capital requirements. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

When both restricted and unrestricted resources are available it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

Major individual governmental funds are reported as separate columns in the fund financial statements. The District has designated all of its funds as major funds.

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position or fund balance that applies to a future period(s) and thus, will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position or fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has two items that qualify for reporting in this category. These consist of, unavailable revenue, which is reported in the governmental funds balance sheet and deferred inflows of resources, which is reported in the government wide statement of net position. Deferred inflows of resources reported in the governmental funds for unavailable revenues relate to property tax revenue.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources *measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all the eligibility requirements imposed by the provider have been met. It is the District's policy to first apply restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available.

JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

The governmental fund financial statements are reported using a current resources measurement focus and the modified accrual basis of accounting. Under this method, revenues, when material, are recognized when susceptible to accrual (measurable and available to finance expenditures of the current period). Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The District considers property taxes available if they are collected within 60 days after year-end.

Expenditures are recorded at the time liabilities are incurred. Principal and interest on general long-term debt are recorded as fund liabilities when due.

The basis of accounting described above is in accordance with accounting principles generally accepted in the United States of America as promulgated for state and local government units.

Cash and Investments

Cash and investments include amounts in demand deposits and the Oregon Local Government Investment Pool (LGIP). Investments with maturities over three months are not considered to be cash. The cash balances of all funds are pooled.

Property Taxes

Property taxes are levied on all taxable property as of January 1. Property taxes become a lien on July 1. Collection dates are November 15, February 15 and May 15. Discounts are allowed if the full amount due is received by November 15. Taxes unpaid and outstanding on May 16 are considered delinquent. Uncollected taxes are deemed to be substantially collectible or recoverable through liens; therefore, no allowance for uncollectible taxes has been established.

Capital Assets

Capital assets which include equipment are reported in the government-wide financial statements. Capital assets are defined by the District as assets with an initial cost of more than \$5,000 or greater and an estimated useful life in excess of one year. Capital assets are recorded at historical cost. Donated capital assets are recorded at their fair market value at the date of donation.

Equipment is depreciated using the straight-line method over the estimated useful life of the asset. The estimated useful life is 3 to 15 years for equipment.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain amounts and disclosures. Actual results may differ.

JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Net Position

Net position is reported on the Statement of Net Position. Net position represents the difference between assets and liabilities. The restricted component of net position consists of funds transferred to the District upon inception that have restrictions by the donor on how they are spent. Amounts reported as unrestricted consists of assets that do not meet the definition of restricted as noted. Unrestricted include property taxes, fines, fees and charges for services that do not carry any constraints on spending.

Fund Balance Reporting

The Governmental Accounting Standards Board (GASB) has issued Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions (GASB 54)*.

This Statement defines the different types of fund balances that a governmental entity must use for financial reporting purposes. GASB 54 requires the fund balance amounts to be properly reported within one of the fund balance categories list below:

1. *Nonspendable*, such as fund balance associated with inventories, prepaids, long-term loans and notes receivable, and property held for resale (unless the proceeds are restricted, committed or assigned),
2. *Restricted* fund balance category includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers or through enabling legislation,
3. *Committed* fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the District's governing board (the District's highest level of decision-making authority),
4. *Assigned* fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as restricted or committed, and
5. *Unassigned* fund balance is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications.

JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the district considers restricted funds to have been spent first. For the classification of unrestricted ending fund balance, the district first reduces assigned amounts, then unassigned amounts when expenditures are incurred for purposes for which amounts in any of those classifications could be used.

Appropriation and Budgetary Controls

The District is subject to provisions of the Oregon Revised Statutes, which set forth local budget procedures. A budget is prepared for each fund on the modified accrual basis of accounting. Expenditure budgets are appropriated by the following categories within each fund: personal services; materials and services; capital outlay; debt service; transfers and contingency. Budgeted expenditures at the appropriation level may not be legally overspent.

The Board of Directors may, however, approve additional appropriations for reimbursable grant expenditures, which could not be reasonably estimated at the time the budget was adopted. Additionally, budgets may be modified during the fiscal year by the use of appropriation transfers between legal categories. Such transfers require the approval of the Board.

A supplemental budget may be approved if an occurrence or need exists which had not been ascertained at the time the budget was adopted.

In accordance with state law, all encumbrances and appropriations terminate on June 30. Goods and services delivered during the ensuing year must be charged against the ensuing year's appropriations.

Consequently, encumbrances are not reported in the financial statements.

Transfers of appropriations from one fund to another or from one appropriation level to another must be authorized by official resolution or ordinance of the governing body. The resolution or ordinance must state the need for the transfer, the purpose for the authorized expenditures and the amount of the appropriation transferred.

Transfers of general operating contingency appropriations, which in aggregate during a fiscal year, exceed 10% of the total appropriations of the fund, may only be made after adoption of a supplemental budget prepared for that purpose.

JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

When the estimated expenditures contained in a supplemental budget for a fiscal year result in an amount of estimated total expenditures by the municipal corporation for that fiscal year that differs by not more than 10% of any individual fund contained in the regular budget for that fiscal year, the governing body of the municipal corporation may adopt the supplemental budget at a regular meeting of the governing body.

When the estimated expenditures contained in a supplemental budget for a fiscal year result in an amount of estimated total expenditures by the municipal corporation for that fiscal year that differs by more than 10% of any individual fund contained in the regular budget for that fiscal year, the supplemental budget, or a summary thereof, shall be published. The governing body shall then hold a public hearing on the supplemental budget prior to adopting the supplemental budget.

Comparative information

The basic financial statements include certain prior-year summarized comparative information in total. Such information does not include sufficient detail to constitute a complete financial statement presentation. Accordingly, such information should be read in conjunction with the District's financial statements for the year ended June 30, 2016, from which the summarized information was derived.

Newly Implemented Accounting Standards

GASB Statement No. 77 "*Tax Abatement Disclosures.*" The statement establishes accounting and reporting guidance on tax abatement agreements for governments. The statement is effective for fiscal years beginning after December 15, 2015. The District anticipates no financial impact as a result of implementing this statement.

GASB Statement No. 78 "*Pensions Provided through Certain Multiple-Employer Defined Benefit Pension Plans.*" This Statement amends the scope and applicability of Statement 68 to exclude pensions provided to employees of state or local governmental employers through a cost-sharing multiple-employer defined benefit pension plan that meet certain criteria. The statement is effective for fiscal years beginning after December 15, 2015. The District anticipates no financial impact as a result of implementing this statement.

GASB Statement No. 79 "*Certain External Investment Pools and Pool Participants.*" This Statement addresses accounting and financial reporting for certain external investment pools and pool participants. Specifically, it establishes criteria for an external investment pool to qualify for making the election to measure all of its investments at amortized cost for financial reporting purposes. The statement is effective for fiscal years beginning after December 15, 2015. The District anticipates no financial impact as a result of implementing this statement.

GASB Statement No. 82 "*Pension Issues—an amendment of GASB Statements No. 67, No. 68, and No. 73.*" This Statement addresses issues regarding (1) the presentation of payroll-related measures in required supplementary information, (2) the selection of assumptions and the treatment of

JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes, and (3) the classification of payments made by employers to satisfy employee (plan member) contribution requirements. The statement is effective for fiscal years beginning after June 15, 2016. The District anticipates no financial impact as a result of implementing this statement.

New Accounting Pronouncements Upcoming

The District will implement new GASB pronouncements in the fiscal year no later than the required effective date. Management has not yet determined the effect on the financial statements from implementing any of the following pronouncements.

GASB Statement No. 75 “Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.” The statement establishes accounting and financial reporting requirements related to other postemployment benefits (OPEB), replacing GASB Statements No. 45 and No. 57. The statement is effective for fiscal years beginning after June 15, 2017.

GASB Statement No. 81 “Irrevocable Split-Interest Agreements.” This Statement requires that a government that receives resources pursuant to an irrevocable split-interest agreement recognize assets, liabilities, and deferred inflows of resources at the inception of the agreement. Furthermore, this Statement requires that a government recognize assets representing its beneficial interests in irrevocable split-interest agreements that are administered by a third party, if the government controls the present service capacity of the beneficial interests. The statement is effective for fiscal years beginning after December 15, 2016.

GASB Statement No. 83 “Certain Asset Retirement Obligations.” This Statement establishes criteria for determining the timing and pattern or recognition of a liability and a corresponding deferred outflow of resources for asset retirement obligations. The statement is effective for fiscal years beginning after June 15, 2018.

GASB Statement No. 84 “Fiduciary Activities.” This Statement establishes criteria and guidance for identifying fiduciary activities of all state and local governments for accounting and financial reporting purposes, as well as the reporting requirements for these fiduciary funds. The statement is effective for fiscal years beginning after December 15, 2018.

GASB Statement No. 85 “Omnibus 2017.” This Statement addresses practice issues identified during implementation of other GASB Statements, including blending component units, goodwill, fair value measurement and application, and postemployment benefits. The statement is effective for fiscal years beginning after June 15, 2017.

GASB Statement No. 86 “Certain Debt Extinguishment Issues.” This Statement addresses the accounting and financial reporting for in-substance defeasement of debt where existing resources are placed in an irrevocable trust for the sole purpose of extinguishing debt. The statement is effective for fiscal years beginning after June 15, 2017.

**JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2017**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

GASB Statement No. 87 “Leases.” This Statement addresses the accounting and financial reporting for leases by governments, requiring recognition of certain lease assets and liabilities for leases that were previously classified as operating leases. The statement is effective for fiscal years beginning after December 15, 2019

NOTE 2 – CASH AND CASH EQUIVALENTS

The District's investment of cash funds is regulated by Oregon Revised Statutes. Under these guidelines, cash funds may be invested in time certificates of deposit, general obligations of the U.S. Government and its agencies, certain bonded obligations of Oregon municipalities, bank repurchase agreements, bankers’ acceptances and the State Treasurer’s Investment Pool, among others.

The District maintains a cash and investment pool that is available for use by all funds. Each fund’s portion of this pool is displayed as “cash and cash equivalents”.

Cash and investments as of June 30, 2017, consisted of the following:

Demand deposits with financial institution	\$ 140,562
State Treasurer's Investment Pool	<u>7,499,450</u>
Total	<u><u>\$ 7,640,012</u></u>

Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District’s deposits may not be returned to it. State statutes require that all bank deposits in excess of the FDIC or FSLIC insurance amounts be collateralized through the Oregon State Treasurer’s Public Funds Collateralization Program. This program provides a structure for specified depositories to participate in a shared liability collateral pool.

The Oregon State Treasurer is responsible for monitoring public funds held by bank depositories in excess of FDIC insured amounts, and for assuring that public funds on deposit are collateralized to the extent required by Oregon Revised Statute (ORS) 295. ORS 295 requires depository banks to place and maintain on deposit with a third party custodian bank securities having a value of 10 percent, 25 percent or 110 percent of public funds on deposit depending primarily on the capitalization level of the depository bank. Deposits in the Public Funds Collateralization Pool are not 100 percent guaranteed.

JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2017

NOTE 2 – CASH AND CASH EQUIVALENTS - continued

Investments

The only investments held by the District at June 30, 2017, were amounts deposited with the State of Oregon Local Government Investment Pool (LGIP). The District's investment in the LGIP is carried at cost, which approximates fair value. Oregon's investment policies used in administering the LGIP are governed by statute and the Oregon State Investment Council (Council).

The State Treasury's investments in short-term securities are limited by the portfolio rules established by the Oregon Short-term Fund Board and the Council. In accordance with Oregon statutes, the investment funds are invested, and the investments of those funds managed, as a prudent investor would do, exercising reasonable care, skill and caution.

The Oregon Local Government Investment Pool issues monthly statements to participants. The Office of the State Treasurer issues publicly available financial reports on the Oregon Short-Term Fund. The reports can be obtained from the Office of the State Treasurer, 350 Winter Street NE, Suite 100, Salem, OR, 97301-3896, the Office of the State Treasurer's web-site, or by calling 1-503-378-4000.

Credit Risk. Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligation. Investments in the LGIP are not required to be rated.

Interest Rate Risk. Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the risk that its fair value will decline if interest rates rise. In order to manage the interest rate risk of its investments, the District invests only in the LGIP. The LGIP has rules that require at least 50% of its investments to mature within 93 days, not more than 25% may mature in over a year, and all other investments must mature in no more than three years.

Custodial Credit Risk – Investments. Custodial credit risk is the risk that, in the event of a failure of the counterparty to a transaction, the District will not be able to recover the value of an investment or collateral securities in the possession of an outside party. The LGIP's portfolio rules provide that broker/dealers meet certain qualifications and that investments are delivered to and held by a third-party custodian which holds the securities in the State of Oregon's name.

JACKSON COUNTY LIBRARY DISTRICT
(Jackson County, Oregon)
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2017

NOTE 3 – CAPITAL ASSETS

The buildings and equipment used by the District in the 15 libraries it runs are owned by Jackson County and are leased back to the District at zero cost through an intergovernmental agreement. The District is responsible for maintaining the buildings and making any capital improvements necessary.

Capital asset activity for the year was as follows:

Equipment purchased	\$ 233,739
Leasehold Improvements	193,291
Less accumulated depreciation	<u>(58,129)</u>
Total capital assets, net	<u>\$ 368,901</u>

Depreciation expense of \$34,756 was charged to library services in the Statement of Activities.

NOTE 4 – RISK MANAGEMENT

The District is exposed to various risk of loss related to torts; theft or damage to, and destruction of assets; errors and omissions and natural disasters for which the District carries commercial insurance. The District reviews the coverage periodically, and there have not been any significant claims.

NOTE 5- SUBSEQUENT EVENT

In July 2017 the Library District Board was made aware of fines on overdue library materials that had been accumulating for several years. These fines dated back before the formation of the District on July 1, 2015. The value of the fines at June 30, 2017 is approximately \$ 587,000. In October 2017, the District Board voted to not pursue collection of these fines because the collection was considered highly unlikely.

REQUIRED SUPPLEMENTARY INFORMATION

**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE-
BUDGET AND ACTUAL- GENERAL FUND**

YEAR ENDED JUNE 30, 2017

Revenues	Original Budget	Final Budget	Actual	Variance Over(Under)
Property taxes	\$ 9,441,000	\$ 9,441,000	\$ 9,493,723	\$ 52,723
Interest	50,000	50,000	82,739	32,739
Fines and fees	166,000	166,000	111,128	(54,872)
Charges for services	158,000	158,000	179,654	21,654
Grants and donations	<u>543,000</u>	<u>543,000</u>	<u>384,517</u>	<u>(158,483)</u>
 Total revenues	 <u>10,358,000</u>	 <u>10,358,000</u>	 <u>10,251,761</u>	 <u>(106,239)</u>
 Expenditures				
Materials and services	9,537,856	9,537,856	7,877,180	1,660,676
Capital Outlay	227,000	227,000	298,461	(71,461)
Operating Contingency	<u>750,000</u>	<u>750,000</u>	<u>-</u>	<u>750,000</u>
 Total expenditures	 <u>10,514,856</u>	 <u>10,514,856</u>	 <u>8,175,641</u>	 <u>2,339,215</u>
 Net change in fund balance	 (156,856)	 (156,856)	 2,076,120	 2,232,976
 Fund balance - beginning of year	 <u>5,203,000</u>	 <u>5,203,000</u>	 <u>5,208,942</u>	 <u>5,942</u>
 Fund balance- end of year	 <u>\$ 5,046,144</u>	 <u>\$ 5,046,144</u>	 <u>\$ 7,285,062</u>	 <u>\$ 2,238,918</u>

OTHER SUPPLEMENTARY INFORMATION

**SCHEDULE OF PROPERTY TAX COLLECTIONS AND OUTSTANDING BALANCES YEAR
ENDED JUNE 30, 2017**

Tax Year	Taxes			Interest (Discount)	Collections	Receivable June 30, 2017
	Receivable June 30, 2016	Current Levy	Adjustments			
2016-2017	\$ -	\$ 9,801,600	\$ (16,819)	\$ (245,154)	\$ 9,235,135	304,492
2015-2016	312,480	-	1,839	10,437	171,796	152,960
2014-2015	<u>151,329</u>	<u>-</u>	<u>(1,055)</u>	<u>9,950</u>	<u>59,463</u>	<u>100,761</u>
	<u>\$ 463,809</u>	<u>\$ 9,801,600</u>	<u>\$ (16,035)</u>	<u>\$ (224,767)</u>	<u>\$ 9,466,394</u>	

Total receivable at June 30, 2017 \$ 558,213

Less taxes accrued in prior year (87,955)

Plus taxes accrued in current year 115,284

Modified accrual basis revenue \$ 9,493,723

**INDEPENDENT AUDITORS' REPORT
REQUIRED BY OREGON STATE REGULATIONS**



Certified Public Accountants
and Business Advisors

Independent Auditors' Report Required by Oregon State Regulations

To the Library Board
Jackson County, Oregon

We have audited the basic financial statements of Jackson County Library District as of and for the year ended June 30, 2017, and have issued our report thereon dated November 29, 2017. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the provisions of the Minimum Standards for Audits of Oregon Municipal Corporations, prescribed by the Secretary of State. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement.

Compliance

As part of obtaining reasonable assurance about whether Jackson County Library District's basic financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-10-000 through 162-10-320 of the Minimum Standards for Audits of Oregon Municipal Corporations, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

We performed procedures to the extent we considered necessary to address the required comments and disclosures which included, but were not limited to the following:

- The use of approved depositories to secure the deposit of public funds (ORS Chapter 295).
- The requirements relating to insurance and fidelity bonds in force or required by law.
- The appropriate laws, rules and regulations pertaining to programs funded wholly or partially by other governmental agencies.
- The statutory requirements pertaining to the investment of public funds (ORS Chapter 294).
- The requirements pertaining to the awarding of public contracts and the construction of public improvements (ORS Chapters 279A, 279B, 279C).

In connection with our testing nothing came to our attention that caused us to believe the Library District of Jackson County was not in substantial compliance with certain provisions of laws, regulations, contracts, and grants, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-10-000 through 162-10-320 of the Minimum Standards for Audits of Oregon Municipal Corporations, as prescribed by the Secretary of State.

Internal Control over Financial Reporting

In planning and performing our audit, we considered Jackson County Library District's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over financial reporting.

Purpose of This Report

This report is intended solely for the information and use of board of directors and management of Jackson County Library District and the Oregon Secretary of State and is not intended to be and should not be used by anyone other than these parties.

Isler Medford, LLC

Isler Medford, LLC

November 29, 2017

LIBRARY SUBSCRIPTION MASTER AGREEMENT

THIS LIBRARY SUBSCRIPTION AGREEMENT (the “**Agreement**”) is made this ___ day of _____, 2017 (“**Effective Date**”) between BiblioCommons Inc., a corporation constituted under the laws of the Province of Ontario, Canada (“**BiblioCommons**”) and the **Jackson County Library Services**, a [type of legal entity] created under the laws of [insert jurisdiction] (“**Subscriber**”) (Individually, a “**Party**” and collectively, the “**Parties**”). The terms and conditions of this Agreement shall govern the Service(s) (as defined below) to be provided by BiblioCommons under any Order Form (as defined below) executed by the Parties, as though the provisions of this Agreement were set forth in their entirety within such Order Form.

NOW THEREFORE in consideration of the mutual promises and covenants herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions.

Whenever used in this Agreement, the following words and terms shall have the meanings set out below:

- (a) “**Agreement**” has the meaning ascribed to it in the introductory paragraph;
- (b) “**Authorized Patron**” means a person who has a numbered library account with Subscriber and is authorized by Subscriber to use the Service;
- (c) “**BiblioCommons**” has the meaning ascribed to it in the introductory paragraph;
- (d) “**Breaching Party**” has the meaning ascribed to it in Section 7.1(b) hereof;
- (e) “**Business Day**” means a day, other than a Saturday or a Sunday or statutory holiday in the jurisdiction of either Party;
- (f) “**BiblioWeb Service**” has the meaning set out in the applicable Order Form;
- (g) “**Confidential Information**” means any information disclosed by a Party to the other Party pursuant to this Agreement in a context which would cause a reasonable person to believe the information is intended to be treated as confidential, including but not limited to, documents expressly designated as confidential, any information related to BiblioCommons

proprietary services and software including the Service, Secure Personal Information, and information related to Subscriber’s processes, products, employees, facilities, equipment, security systems, information systems, finances, marketing plans, suppliers, or distributors; provided, however that “**Confidential Information**” shall not include information that: (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of the Disclosing Party; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is disclosed to a third party by the Disclosing Party without a duty of confidentiality; (v) is known to the Receiving Party prior to disclosure; (vi) is at any time developed by the Receiving Party independently of any such disclosure(s) from the Disclosing Party; or (vii) must be disclosed as required by law;

- (h) “**Core**” or “**Core Service**” has the meaning set out in the applicable Order Form;
- (i) “**Disclosing Party**” has the meaning ascribed to it in Section 5.1 hereof; to
- (j) “**Designated Person**” is the person designated by the subscriber to receive all notices, consent and other communication. See Sections 9.13, 9.12, and 9.14;
- (k) “**Effective Date**” has the meaning ascribed to it in the introductory paragraph;
- (l) “**Fees**” means the fees for the Services set out in the applicable Order Form, as adjusted for Renewal Terms from time to time as set out in Section 3.1(b);
- (m) “**Force Majeure Event**” has the meaning ascribed to it in Section 9.4;
- (n) “**ILS**” means the Subscriber’s Integrated Library System, used for library circulation, cataloging and other services;
- (o) “**Initial Term**” has the meaning ascribed to it in Section 2.2 hereof;
- (p) “**Intellectual Property Right**” means any intellectual property right recognized by law, including any intellectual property right protected through legislation (such as that governing patents, copyright or trademarks) or arising from protection of information as a trade secret, confidential information or common law trademark right;
- (q) “**Order Form**” has the meaning ascribed to it in Section 3.1(a) hereof;
- (r) “**Parting**” has the meaning ascribed to it in Section 7.2 hereof;

(s) **“Party”** or **“Parties”** has the meaning ascribed to it in the introductory paragraph.

(t) **“Privacy Statement”** shall mean a statement of BiblioCommons’ privacy practices that shall govern BiblioCommons’ collection, use and disclosure of Personal Information of Authorized Patrons which, as of the Effective Date, is attached as Schedule “E”, and which may be amended by BiblioCommons from time to time;

(u) **“Receiving Party”** has the meaning ascribed to it in Section 5.1 hereof;

(v) **“Renewal Term”** has the meaning ascribed to it in Section 2.2 hereof;

(w) **“Secure Personal Information”** means personally identifiable information that is provided by a User in the registration process or personal account settings on the Service, or is transferred to the Service from the ILS; notwithstanding the foregoing “Secure Personal Information” shall not include Shared Content or information an individual has chosen to transmit or share through a feedback service provided on the Service, web-forms on the BiblioWeb service (if any) or an entry in any context which is, by design, publically viewable;

(x) **“Shared Content”** has the meaning ascribed to it in the Privacy Statement;

(y) **“Service”** means a range of services purchased as set out in the applicable Order Form;

(z) **“Subscriber”** has the meaning ascribed to it in the introductory paragraph;

(aa) **“Technical Requirements”** has the meaning ascribed to it in Section 3.2 hereof;

(bb) **“Term”** shall mean the duration of the Initial Term and any Renewal Term;

(cc) **“Terms of Use”** shall mean the terms of use that govern the use by Authorized Patrons of the Service which, as of the Effective Date, is attached as Schedule “F”, and which may be amended by BiblioCommons from time to time;

(dd) **“User”** means an Authorized Patron who has registered with BiblioCommons to use the Service.

1.2 Schedules.

This Agreement contains the following schedules, each of which are attached and incorporated to this Agreement:

Schedule “A” – Template Order Form

Schedule “B” – Support Services

Schedule “C” – Service Levels

Schedule “D” – Technical Requirements

Schedule “E” – Privacy Statement

Schedule “F” – Terms of Use

Schedule “G” – Additional Fees

1.3 Calculation of Time.

When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference day in calculating such period shall be excluded. Any payment or action to be made or taken on a day other than a Business Day in either jurisdiction shall be made or taken on the immediately following day that is a Business Day in the jurisdictions of both Parties.

2. BIBLIOCOMMONS OBLIGATIONS

2.1 Delivery of Service.

During the Term, BiblioCommons shall make the Service available via the Internet to Authorized Patrons and grant to Subscriber a non-exclusive and non-transferable right to use the Service. Authorized Patrons are subject to and may be required to agree to the Terms of Use and Privacy Statement.

2.2 Term.

Unless terminated earlier as provided herein, this Agreement shall be for a period of one (1) year as of the Effective Date (the **“Initial Term”**). In the event an Order Form contains Services that are being added to an existing subscription, such added Services shall be coterminous with the Initial Term or applicable Renewal Term and shall be billed from the applicable Order Form Effective Date according to the Fees corresponding to such applicable Order Form. Unless terminated pursuant to Section 7.1, upon expiration of the Initial Term, this Agreement and the related Schedules and Order Forms will renew automatically for subsequent 1-year renewal terms at then current prices (each, a **“Renewal Term”**), provided that BiblioCommons provides notice to Subscriber of such prices at least ninety (90) days prior to the end of the Term and unless either Party notifies the other Party of its intention to not renew the Agreement at least sixty (60) days prior to the end of the Term.

2.3 Changes to the Service.

BiblioCommons may, from time to time and at any time, in its sole discretion, introduce upgrades and updates to the Services that are consistent with the service description set out in the applicable Order Form at no additional charge.

2.4 Maintaining Community Standards.

The Service allows Users to flag user-generated content they feel does not conform to the Terms of Use. When content is flagged three times, or as many times as may be determined by BiblioCommons in its sole discretion, BiblioCommons will:

- Remove flagged content from public view; and
- Notify the User who contributed the content, and provide directions for appealing the removal.

Any appeals will be compiled and at least once each month BiblioCommons will review any appeals to assess whether the removed content conforms with the Terms of Use in effect at the time of removal.

2.5 Support.

BiblioCommons will use commercially reasonable efforts to support the Services in accordance with the service levels and remedies outlined in Schedule “B” Support Services.

2.6 Service Level.

BiblioCommons will use reasonable efforts to provide the Core Service in accordance with the service levels and remedies outlined in Schedule “C” Service Levels. Notwithstanding anything herein to the contrary:

- BiblioCommons may interrupt the Service for security purposes;
- The Service is dependent on the Internet and availability and performance may be impacted by the availability and performance of the Internet.

2.7 Indemnity.

BiblioCommons shall indemnify, hold harmless and defend Subscriber from and against all third party claims, demands, losses, damages, costs and expenses (including reasonable attorneys’ fees) (“Claims”) made against or incurred, suffered or sustained by the Subscriber, in connection with, or relating to, or arising out of any allegation or claim that the Service itself violates or infringes any third party intellectual property rights except to the extent such Claim is related to the acts or omissions of the Subscriber, its Authorized Patrons or any of its respective agents or contractors; provided that, BiblioCommons is provided with (i) prompt written notice of any third party claim; (ii) all necessary assistance, information and authority necessary for BiblioCommons to defend a third party claim and perform its obligations under this Section; and (iii) sole control of the defense of such claim and all associated negotiations.

3. SUBSCRIBER OBLIGATIONS

3.1 Order Forms, Fees and Payment.

(a) Order Form.

Subscriber shall order a Service by completing and signing an order form, a template of which is set out in Schedule “A” attached hereto (each, an “**Order Form**”). Each accepted, fully executed Order Form shall become incorporated herein by reference as successive Exhibits (e.g. Exhibit A-1, Exhibit A-2 etc.).

In the event that Subscriber’s business practices require a purchase order number be issued prior to payment of any BiblioCommons invoices pursuant to the applicable Order Form, then such purchase order number must be provided to BiblioCommons prior to the activation of the Service. Subscriber’s execution and return of the applicable Order Form to BiblioCommons without designating a purchase order number shall be deemed an acknowledgement that no purchase order number is required for payment of the invoices hereunder. Additionally, terms, provisions or conditions on any purchase order, acknowledgment, or other business form or writing that Subscriber may use in connection with the provision of Service(s) from BiblioCommons will have no force and effect on the rights, duties or obligations of the Parties, regardless of any failure of BiblioCommons to object to such terms, provisions or conditions.

(b) Fees.

All Fees are exclusive of amounts payable as tax or any other registration or operating fee that may be levied against BiblioCommons by national, state or local authorities in whose jurisdiction Subscriber operates and that pertain to the provision of the Service during the Term. Such amounts will be payable by Subscriber. Fees are based on Services purchased, not actual usage. Payment obligations are non-cancelable and Fees paid are non-refundable. The price actually charged for a specific Service will be the price in effect at the time the Service is requested. On the anniversary date of an Order Form, BiblioCommons reserves the right to increase the Fees for the Services upon notice to the Subscriber. BiblioCommons reserves the right to modify its Fees, charges and/or to introduce new charges at any time, upon at least ninety (90) days prior notice to Subscriber, effective upon the next Renewal Term.

(c) Payment Terms.

All Fees are exclusive of taxes. All amounts payable by Subscriber are inclusive of all applicable taxes.

Payments shall be due 30 days from receipt of an invoice by the Subscriber from BiblioCommons. Payments not received when due will accrue interest at the lower of (i) one percent (1%) per month, or (ii) the highest rate allowed by applicable law. BiblioCommons or its agent shall have the right to recover all collection costs from the Subscriber. Without limiting its other remedies, if Subscriber is late in its payments at any time, BiblioCommons or its agent may request reasonable assurances or deposits to secure Subscriber's payment obligations hereunder.

(d) **Non Payment.**

In the event that full payment is not made by the Subscriber within 60 days of the date of receipt of an invoice by the Subscriber, BiblioCommons or its agent may send to the Subscriber a written requirement for payment and if payment is not received within thirty days of the date of receipt of that notice by the Subscriber, BiblioCommons may terminate this Agreement as set out below in Section 7 (Termination). However, this right may be waived upon mutual written confirmation between BiblioCommons and the Subscriber of their intent to continue service delivery in spite of payment delays.

3.2 Technical Requirements.

Subscriber will ensure that its ILS and its bibliographic and patron data meet minimum standards determined by BiblioCommons, attached and incorporated as Schedule "D" (the "**Technical Requirements**").

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Ownership of Intellectual Property Rights.

As between BiblioCommons and Subscriber, all rights, title and interest, including all Intellectual Property Rights, related to the Service and related software and documentation, including without limitation, any and all upgrades, updates, improvements, fixes, additions, enhancements, modifications and derivative works thereto, shall remain with BiblioCommons. Nothing in this Agreement shall grant to either Party any ownership or other Intellectual Property Rights of the other Party other than as expressly set out in this Agreement. Nothing in this Agreement shall grant to either Party any ownership or any Intellectual Property Rights to content generated by Users in connection with their use of the Service.

4.2 Control of Trade-marks.

Subscriber acknowledges that "**BiblioCommons**" is a trade-mark of BiblioCommons and shall not be used by

Subscriber except as expressly provided in this Agreement and otherwise only with the written consent of BiblioCommons and in accordance with any trade-mark guidelines that may be provided by BiblioCommons from time to time.

5. CONFIDENTIAL INFORMATION

5.1 Disclosure; Standard of Care.

The Parties acknowledge that, in the course of this Agreement, each Party (a "**Disclosing Party**") may disclose Confidential Information to the other (a "**Receiving Party**"). Each Receiving Party shall hold such Confidential Information in trust for the sole benefit of the Disclosing Party. Each Receiving Party shall protect the other Party's Confidential Information from unauthorized dissemination, disclosure and use with the same degree of care that each such Party uses to protect and safeguard its own like information, but not less than a reasonable degree of care given the sensitivity and strategic value of such Confidential Information. Confidential Information shall be disclosed only to the employees and subcontractors of the Receiving Party who have a "need to know" and who have executed an internal nondisclosure agreement at least as restrictive as the terms of this Agreement. A Receiving Party shall not disclose any Confidential Information to any third party without first obtaining the Disclosing Party's written consent to such disclosure unless such disclosure is required by law. A Receiving Party may further disclose Confidential Information to such Party's professional advisors in connection with the negotiation and performance of this Agreement and in connection with the advisor's consideration of disclosures that may be required by law, provided such advisors are informed of the obligations of confidentiality. In the event that a Receiving Party is compelled to disclose a Disclosing Party's Confidential Information, in the course of litigation or otherwise, or a compelled disclosure is reasonably anticipated, the Receiving Party shall give immediate notice to the Disclosing Party of such fact and shall provide all reasonable cooperation to the Disclosing Party at the sole expense of the Disclosing Party in obtaining a protective order to prevent the disclosure of Confidential Information.

6. WARRANTIES

6.1 BiblioCommons Warranties.

BiblioCommons hereby represents and warrants to Subscriber that: (a) BiblioCommons is legally incorporated and validly exists as a corporation under the laws of Ontario; (b) BiblioCommons has the power and authority to enter into the Subscriber Agreement; (c)

The individual signing this Agreement has the power and authority to sign such documents; (d) It will use its commercially reasonable efforts to maintain the systems associated with the Service free from viruses, Trojans and other harmful code; and (e) The Service will be performed in a professional, workmanlike manner, commensurate with industry practices within the industry in which BiblioCommons operates.

6.2 Subscriber Warranties.

Subscriber hereby represents and warrants to BiblioCommons that: (a) Subscriber is a **[legal entity]** corporation under the laws of **[insert jurisdiction]**; (b) Subscriber has the power and authority to enter into the Subscriber Agreement; (c) the individual signing this Agreement has the power and authority to sign such documents; and (d) Subscriber will use commercially reasonable efforts to avoid transmitting to BiblioCommons any viruses, Trojans and other harmful code.

6.3 Warranty Disclaimer.

BiblioCommons provides the Service using a commercially reasonable level of skill and care and BiblioCommons hopes that its customers (including both library staff and patrons) will enjoy accessing and using these Services. However, there are certain things that BiblioCommons does not promise about the Services. Some jurisdictions provide for certain warranties, like the implied warranty of merchantability and fitness for a particular purpose. BiblioCommons will honour its statutory obligations. To the extent permitted by law, BiblioCommons excludes all warranties outside of those listed in Section 6.1. Unless otherwise required by law, the Service and any software provided in connection with the Service is provided by BiblioCommons under this Agreement on an “as is” basis. Except as otherwise stated in this Agreement, BiblioCommons and its licensors make no (and hereby disclaim all) warranties, representations and conditions whatsoever (whether express or implied; written or oral; arising by statute, operation of law or otherwise) regarding the Service provided under this Agreement, including without limitation, any implied warranty or condition of merchantable quality, fitness for a particular purpose, non-infringement or arising from a course of dealing, title, usage of trade or course of performance. Without limiting the generality of the foregoing, while BiblioCommons will meet its service and support obligations laid out in the Agreement, BiblioCommons makes no warranty that the operation of the Service will be

error-free or that it will produce a desired result beyond such obligations.

7. TERMINATION

7.1 Termination.

This Agreement may be terminated at any time:

(a) if either BiblioCommons or Subscriber has filed or commenced, or suffered or submitted to the filing or commencement of, any bankruptcy or insolvency proceeding under the law of its domicile or incorporation;

(b) by either Party if the other Party breaches the terms and provisions of this Agreement provided the Party alleging that the other Party is in breach (the “**Breaching Party**”) provides written notice to such Breaching Party of the alleged breach. The Breaching Party shall have 30 days to remedy such breach, unless such breach cannot reasonably be remedied within 30 days, in which case the Breaching Party shall make all reasonable efforts within 30 days to begin to remedy the alleged breach and shall remedy such breach within a time period that is commercially reasonable to complete such remedy.

Notwithstanding the termination or expiration of this Agreement, Articles 1, 4, 5, Section 6.3, Article 7, Article 8 and Article 9 shall survive the termination or expiration of this Agreement.

7.2 Treatment of Patron-Contributed Data upon Termination.

In the event of a termination of this Agreement or should a renewal agreement not be established after the Term (a “**Parting**”), BiblioCommons shall provide at Subscriber’s request and upon the payment of a cost-recovery fee referenced in Schedule G, a transfer of all user-generated bibliographic annotations for use by Subscriber in association with an alternate service, provided by Subscriber itself or by a third party, that adheres to the Terms of Use and Privacy Statement. In addition, in the event of a Parting, Subscriber agrees that BiblioCommons will send a customer service communication, subject to Subscriber approval which shall not be unreasonably withheld, explaining the User’s options and their implications through such transition, to all Users who have:

(a) communicated or established connections with one or more persons who are registered users of a BiblioCommons service;

(b) initially approached the Service for registration through a website that is not affiliated with Subscriber;

(c) subscribed to syndicated information from one or more persons who are registered users of a BiblioCommons service; or

(d) syndicated their information or content from BiblioCommons to other websites.

Secure Personal Information on BiblioCommons servers that is associated with Users who do not choose to continue their participation in a BiblioCommons service will be deactivated within ninety (90) days of a Parting.

8. LIMITATION OF LIABILITY

8.1 Limitations of Liability.

Except for any claims of misappropriation of intellectual property and for fees due under Article 3, in no event shall either Party be liable for: (i) indirect, special, consequential, incidental or punitive losses, damages or expenses or lost profits or savings even if it has been advised of their possible existence; or (ii) aggregate liability under this Agreement to the other Party exceeding the aggregate amount of the Fees paid by Subscriber to BiblioCommons during the 12 month period immediately preceding the date of any such claim. This limitation of liability extends to any alleged liability arising under the law of contracts, torts, negligence or any legal or equitable theory whatsoever.

9. GENERAL

9.1 Good Faith and Fair Dealing.

Each Party agrees that it shall, with respect to the other Parties, and in all matters related to this Agreement, act in good faith and in accordance with reasonable commercial standards.

9.2 Publicity.

Each Party may issue a public statement or general marketing communications announcing the relationship under this Agreement without the prior written consent of the other Party. For the sole purpose of marketing and promoting the Service and for the Term of this Agreement only, each Party hereby grants to the other Party the non-exclusive non-transferable right to use and display such party's logos and trade-marks in the other Party's websites and marketing materials, subject to compliance with the originating Party's trade-mark guidelines provided to the other Party from time to time.

9.3 Entire Agreement.

This Agreement together with all of the terms in the applicable Order Form constitute the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof and thereof. No representation, inducement, promise, understanding, condition or warranty not set forth herein, or incorporated by reference herein, has been made or relied upon by any Party hereto.

9.4 Force Majeure.

Neither Party shall be liable for any damages, delays or failure in performance under this Agreement caused by acts or conditions beyond its reasonable control or without its fault or negligence (each, a "**Force Majeure Event**"), including but not limited to "acts of God", delays caused by governmental authorities, strikes, lockouts and other labour unrest, delays in obtaining governmental approvals and similar conditions. A Party shall, in order to avail itself of any of the provisions of this Section, promptly send a written notice of the Force Majeure Event to the other Party, including a description of the Force Majeure Event, its expected duration and a description of the actions being taken by the Party to mitigate the effect of the Force Majeure Event.

9.5 Severability.

For the purposes of this section, the Parties acknowledge and agree that each and every term of this Agreement is of the essence. If any one or more of the provisions contained in this Agreement should be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby so long as the commercial, economic and legal substance of the transaction contemplated hereby are not affected in any manner materially adverse to any Party. Upon such a declaration, the Parties shall modify this Agreement so as to carry out the original intent of the Parties as closely as possible in an acceptable manner so that the transactions contemplated hereby are consummated as originally contemplated to the fullest extent possible.

9.6 Further Assurances.

Each Party shall at any time and from time to time, upon each request by the other Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request to evidence,

carry out and give full effect to the terms, conditions, intent and meaning of this Agreement.

9.7 Amendments.

This Agreement may be modified or amended only with the mutual written consent of the Parties.

9.8 Assignment.

Neither Party may assign its rights or obligations hereunder without the written consent of the other Party, except that BiblioCommons may assign this Agreement to any third party, without consent, in connection with any sale, amalgamation, reorganization or similar transaction involving a sale of all or substantially all of its shares or assets, provided that such assignee adopts this Agreement.

9.9 Subcontracting.

BiblioCommons may subcontract portions of the Service, provided that BiblioCommons shall remain responsible for all of its obligations under this Agreement as the original contracting party hereto.

9.10 No Waiver.

No failure or delay by any Party in exercising any of its rights or remedies hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Except as otherwise provided herein, the rights and remedies of the Parties provided in this Agreement are cumulative and not exclusive of any rights or remedies provided under this Agreement, by law, in equity or otherwise.

9.11 No Agency.

The Parties are not partners or joint venturers; neither Party is the agent, representative, or employee of the other Party; and nothing in this Agreement will be construed to create any relationship between them other than an independent contractor relationship. Neither Party will have any responsibility or liability for the actions of the other Party except as specifically provided herein. Neither Party will have any right or authority to bind or obligate the other Party in any manner or make any representation or warranty on behalf of the other Party.

9.12 Dispute Resolution Process.

(a) Escalation Procedure.

Any dispute between the Parties shall first be referred to the persons designated in this Agreement for the receipt

of Notices (the “**Designated Persons**”), by written notice of the dispute including the material facts. The Designated Persons shall attempt to resolve the dispute and shall escalate it to the appropriate management representatives of the Parties as may be considered appropriate.

(b) Arbitration.

If the Designated Persons are unable to resolve the dispute pursuant to Section 9.12(a) within 30 days, the dispute may be submitted by either Party to final and binding arbitration pursuant to the Arbitration Act (Ontario), provided that there shall be a single arbitrator, unless the Parties cannot agree on a single arbitrator, in which case either Party may apply to a court of competent jurisdiction for the appointment of an arbitrator. Any arbitration shall be conducted in Toronto, Ontario, in the English language. The prevailing Party shall be awarded its reasonable costs associated with the arbitration, including legal fees and other expenses.

(c) Exception from Mandatory Arbitration.

Notwithstanding any provision of this Section 9.12, a Party shall be able to seek interim or injunctive relief before a court of competent jurisdiction for a breach or a threatened breach of any provision of this Agreement dealing with confidential information or intellectual property rights. For the purposes of the foregoing, each Party expressly attorns to the jurisdiction of the courts of the Province of Ontario in the City of Toronto and waives any claim or defence of inconvenient forum.

(d) Conduct During Dispute.

If the Dispute Resolution process described in Section 9.12 is in progress, BiblioCommons shall continue to provide the Service to Subscriber, and Subscriber shall continue to make any payments required under this Agreement. If, at the conclusion of the dispute resolution process, it is determined that such payments were not required to be made, all such amounts shall be refunded by BiblioCommons with simple interest at 1% per month.

9.13 Notices.

All notices, consents and other communications required or which may be given under this Agreement will be in writing and will be deemed to have been duly given when given by hand, by courier, or by email confirmed by the recipient. If sent outside business hours of the addressee, such notice, consent or other communication will be deemed to have been duly given at the beginning of the next Business Day. Notices, consents and other communications shall be addressed to a Party at its

address set forth below, or at such other address as a Party may hereafter designate by notice given in accordance with the terms hereof.

If for BiblioCommons:	BiblioCommons Inc. 119 Spadina Ave. Suite 1000 Toronto, ON M5V 2L1 Canada Attention: Patrick Kennedy with a copy to: Stikeman Elliott LLP 5300 Commerce Court West 199 Bay Street Toronto, ON M5L 1B9 Canada Fax: (416) 947-0866 Attention: Wesley Ng
If for Subscriber:	[Address]

9.14 Counterparts; Facsimile.

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and facsimile or scanned signatures shall be deemed original. This Agreement shall become effective when each Party hereto shall have received an original, scanned or faxed counterpart hereof signed by each other Party hereto.

9.15 Governing Law and Venue.

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the Province of Ontario, Canada. The Parties agree that no action taken by either party will be heard by a jury.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

BIBLIOCOMMONS INC.

**JACKSON COUNTY LIBRARY
SERVICES LIBRARY**

Name: Patrick Kennedy

Name:

Title: President

Title:

SCHEDULE "A"
TEMPLATE ORDER FORM
(Attached)



Order #: 00000378

Jackson County Library Services

205 South Central Avenue
Suite 222
Medford, Oregon 97501
United States

Population: 216,527
Population Source: U.S. Census 2016

Date: October 27, 2017

PO #(Optional):

Term: _____, 2017 – _____, 2018

All Fees are in USD

BiblioCore

See Schedule "A-1"

Rate: \$0.096527/pop. or \$12,000 minimum

Annual Subscription Fee: \$20,900.70

One-Time Implementation Fee: \$10,450.35

Implementation Fees: \$10,450.35

Subscription Fees: \$20,900.70

**Total Due this Year, payable on the date hereof:
\$31,351.05**

This Order Form supplements the Library Subscription Master Agreement ("Agreement") dated _____, 2017 and is incorporated therein by reference. Capitalized terms not defined herein shall have the meanings set forth in the Agreement. In the event of a conflict with this Order Form and the Agreement, the Order Form will govern. All amounts payable by Subscriber are exclusive of taxes.

Attached Service descriptions, if any, shall be incorporated by reference herein. The Parties acknowledge and confirm that the Services set out in this Order Form will be provided in addition to any services that Subscriber has also purchased with other Order Form(s).

IN WITNESS WHEREOF the parties hereto have caused this Order Form to be duly executed by their proper authorized officers.

BiblioCommons Inc.		Jackson County Library Services	
Signature		Signature	
Name	Patrick Kennedy	Name	
Title	President	Title	
Date	Oct 27, 2017	Date	

SCHEDULE "A-1"

BiblioCore Service Description

The Service will provide an OPAC for Subscriber's holdings. The "Core Service" will include:

- The mapping of bibliographic data from Subscriber's ILS
- MARC record synchronization between BiblioCommons servers and Subscriber's ILS
- Registration and log-in for Authorized Patrons:
 - Create account on BiblioCommons if first login, and record personal account information
 - Fetch list of checked out items, holds and recently returned when requested
 - Fetch list of fines when requested
- Support for user-generated content:
 - Bibliographic Records (Bibs) may be annotated as follows:
 - Add faceted tags
 - Specify I own this
 - Add or edit Comment
 - Add a Notice about the content
 - Add Quotation(s)
 - Add to List

Enter Private Notes

- "Lists" or "Guides" Function
 - Create and annotate a List
 - Add bibs from the catalogue
 - Add URL to a list
 - Add item annotations
 - Make a list Public / Private

Configuration option to feature staff-created lists prominently in search results for lists.

- "My Shelves"– including facets
- Recommendations
 - "Follow" a user

Receive recommendations

- Block/unblock user
- Flag inappropriate content

• Search

- "One box" search interface
- Basic search options: title, author, subject, tags, lists.
- Advanced Search Interface
- Faceted search-results interface, includes Rating facet
- Sort-by options for search results
- Advanced "Did you mean..." feature
- Graduated search feature: "Broaden your search"
- Display holdings and availability.

• Display of Bibliographic Records

- Bib Page:
 - Bib information (title, authors)
 - Key MARC data
 - Key inventory data (availability at local branches)
 - Holdings information for serials
 - User-generated content for a bib, hiding user-generated content from blocked users

Third-party bib content provided by Subscriber (e.g. Syndetics, Content Café)

- Ability for users, from the Bibliographic Record, to

"A" - 4

Place holds

Add user-generated content / add to My Collections

Browse adjacent titles

- Transactions:
 - Place holds
 - Cancel holds
 - Suspend holds
 - Renew items
 - Change patron email address
- Messaging
 - User Inbox provides central location for all messages posted
 - Message blocking available for users under the age of 13
 - Options for sharing content outside of BiblioCommons environment
- Explore New Titles
 - Faceted Browsing
 - Configurable New Titles Listings
- Community credits: automatically saved and displayed to patron
- Library Admin:
 - Community Credits: On/Off
 - High-level activity reporting
 - Tiered permission levels to site: ability to enable authorized Library staff content to be flagged on site
 - Extraction of library data uniquely held by BiblioCommons, using BiblioCommons Web Services APIs, for library "add-ons" or "widgets".
 - Configuration of messages
- BiblioCommons will provide upgrades to the Service at no additional cost. Notwithstanding the above, BiblioCommons reserves the right to charge separate fees for additional services outside the scope of what is described here.

**SCHEDULE “B”
POST IMPLEMENTATION SUPPORT**

Support Process and Response Time

BiblioCommons provides four levels of post-rollout support for the Core Service and the BiblioWeb Service as applicable. These vary in timing and scope, in proportion to the severity of the problem to which they are responding. BiblioCommons defines severity by four levels:

1. Emergency
2. Critical
3. Normal
4. Low-priority.

The severity of a problem is determined by:

- A. The importance of the feature affected
- B. The prevalence of the outage

A. Definition of feature importance

Primary Features	Secondary Features	Tertiary Features
BiblioCore Service		
<ul style="list-style-type: none"> • Site availability • Registration • Login • Search • Holds • Renewals 	<ul style="list-style-type: none"> • Synchronization: of bibliographic records (additions, deletions, edits), and item availability) • ILS-independent, BiblioCommons features including: My Shelves and My Lists; user-generated content (e.g. ratings, comments, etc) and community functionality (e.g. Following, Ignoring, patron to patron messaging.) • Cosmetic issues affecting site functionality 	<ul style="list-style-type: none"> • Text changes and cosmetic issues not affecting site functionality • Changes to mapping of configurable features – formats, audience, availability status etc.
BiblioWeb Service		
<ul style="list-style-type: none"> • BiblioWeb Homepage • Header & Footer: visual presence, main navigation • Search: access to dropdowns, ability to conduct a search • Access to Find a Location page • Listing of All Locations page • Events calendar display • Access to Catalog Login in Header 	<ul style="list-style-type: none"> • Location landing pages • Blogs & news posts • Availability of Browse and Audience pages • Cosmetic issues affecting site functionality • Online Resources • BiblioWeb Admin Login • Events Admin interface • Footer: images & appearance 	<ul style="list-style-type: none"> • Text changes and cosmetic issues not affecting site functionality • Forms • FAQs • Archival Collections • Ability to upload and access media

B. Definition of Prevalence

Complete: System-wide; consistently reproduced in supported browsers and against (multiple) patron IDs.

Partial: Feature outages that are not universal, but are estimated to affect a significant (i.e. >5%) of relevant use cases (e.g. logins, pageviews, holds, etc.).

Sporadic: Affecting less than 5% of total relevant use cases. (Use cases that are relevant issue in question.)

Severity Classification by Feature Importance and Failure Prevalence:

		Prevalence of Failure		
		Complete	Partial	Sporadic
Feature Importance	Primary	■ Emergency	■ Emergency	■ Critical
	Secondary	■ Critical	■ Critical	■ Normal
	Tertiary	■ Normal	■ Low	■ Low

Supported reporting methods by issue severity

BiblioCommons supports different response methods, depending on the severity of the problem.

Contact Method			
■ Emergency	■ Critical	■ Normal	■ Low
24/7 emergency Online Ticket Entry	Standard technical support line during support hours or Online Ticket Entry	Online Ticket Entry	Online Ticket Entry

Emergency Online Ticket Entry

BiblioCommons provides an emergency 24-hour support ticket type accessible from the Partner Portal. Entering one of these tickets will immediately alert the appropriate on-call team.

Backup Emergency Phone

In the event that you are unable to reach our emergency online ticketing system, you can call our toll-free phone number to report emergencies. This is only a backup.





Online ticket entry

For non-critical issues, BiblioCommons manages support through an online error ticketing system built into the BiblioCommons Partner Portal. This is the standard gateway for all communications with BiblioCommons Support. BiblioCommons will supply access to this service to the Library for the purpose of issue tracking.

Non-critical issues should be reported to BiblioCommons through online support tickets.

Once Requests are submitted they will be triaged, with resources and scheduling assigned based on an assessment of the importance of the issue.

Response Commitments by level of severity

Response Commitments			
 Emergency	 Critical	 Normal	 Low
<p>Immediate. Worked on until resolved.</p>	<p>Immediate, or next working day if outside support hours. Typically resolved within 24 hours, if resolution is possible without code modification. May be included in Hotfix release depending on severity. However, BiblioCommons reserves the right to defer high-risk code changes to the next scheduled Feature Release</p>	<p>Requests are reviewed within two business days. They are then assigned a priority level based on the scope and severity of the issue. They are prioritized against other outstanding issues for potential inclusion in upcoming releases.</p>	<p>Requests are reviewed within two business days. Low priority issues are dealt with as resources permit.</p>

SCHEDULE “C” SERVICE LEVELS

BiblioCommons shall use commercially reasonable measures to make the Core, Web and Events services available with a minimum uptime standard of 99.5%, excluding scheduled maintenance windows or any unavailability resulting from a Subscriber’s applications, equipment, facilities, or employees.

Service Unavailability

At the request of the Subscriber, BiblioCommons will calculate an inventory of Subscriber’s “Service Unavailability” for the previous calendar month. “Service Unavailability” shall be those periods during which the Core Service was not available to Subscriber, and shall include unavailability associated with any unscheduled maintenance. Such requests must be made in writing by Subscriber to BiblioCommons within five business days of the end of a calendar month in question.

Service Unavailability will not include any scheduled maintenance, nor will it include any unavailability resulting from:

- a) Subscriber’s applications, equipment, facilities, or employees;
- b) any acts or omissions of Subscriber, or any use or Users; or
- c) any event outside the reasonable control of BiblioCommons and Force Majeure events as defined in the Agreement.

Remedy

Subscriber’s exclusive remedy for a failure of the Service shall be that for any continuous period of 24 hours or more of Service Unavailability, at Subscriber’s request, Subscriber’s Term shall be extended for one additional week without additional charge.

Scheduled Maintenance

The Subscriber acknowledges that the Service may not be available to Subscriber and Authorized Patrons during scheduled maintenance. For the purposes of this paragraph, “Scheduled Maintenance” only refers to planned, routine maintenance carried out by BiblioCommons that has the effect of significantly limiting the functions of the System available to Subscriber and Authorized Patrons.

BiblioCommons shall limit Scheduled Maintenance to ten hours per month and shall make reasonable efforts to notify Subscriber of Scheduled Maintenance not less than twenty-four hours in advance.

SCHEDULE “D” TECHNICAL REQUIREMENTS

Subscriber must meet the following requirements in order to take advantage of the Service. These requirements may be amended from time to time by BiblioCommons in accordance with evolving technical standards in the industry.

ILS Server and Database

- The ILS Server must be an instance of an ILS system as may be agreed to by BiblioCommons.
- The ILS server must offer or accommodate a reliable programmatic method:
 - to access cataloging and patron data; and
 - to execute circulation requests on behalf of a User
 - to execute any other ILS-based services stipulated in this Agreement.
- Libraries must be able to provide the version number of the ILS application and its underlying database and operating system. Database version is only required for Evergreen and Horizon ILSs.
- The standard security configuration provides for access to the ILS connector by opening a port in Subscriber’s firewall to BiblioCommons servers. Any additional security requirements from Subscriber may be accommodated for a supplementary implementation fee by written agreement.

Tomcat Server

- There must be a new and correct installation of Apache Tomcat on a server (“the Tomcat server”) in the library environment. Tomcat Manager must be installed using BiblioCommons’ pre-configured Tomcat instance, or installed to meet BiblioCommons’ configuration requirements.
- Applicable only for Symphony ILS: The Tomcat Server must be installed on the same server in which any Unicorn/Symphony API server commands are located.
- There must be an instance of Java 1.7 on the Tomcat server, and it must be modifiable as BiblioCommons requirements evolve.
- Tomcat Manager must be installed using BiblioCommons pre-configured Tomcat instance, or installed to meet BiblioCommons configuration requirements.
- Applicable only for Symphony ILS: For Unicorn/Symphony, the Tomcat Server must be run using the ‘sirsi’ user.
- Tomcat must be available through Subscriber’s firewall to the BiblioCommons servers with sufficient privileges and access required to comply with integration requirements.
- As required for monitoring and testing, BiblioCommons must be given unconditional SSH or Remote Desktop access to the server running Tomcat. In the event that such access is not provided by Subscriber, the uptime standard and remedy outlined in Schedule “C” will be void.

Hardware and Bandwidth

- The Tomcat server CPU must have at least 2Ghz in processing speed, or processing speed that provides response time that is acceptable to Subscriber and BiblioCommons
- The Tomcat server must have a minimum of 512 MB of available RAM (for small libraries, under 25,000 population served), 1 GB (for medium libraries, under 100,000 population served) or 1 GB or more (for large libraries).
- The Tomcat server must have a minimum 5 GB of free space on the hard-drive.
- The Tomcat server CPUs must not exceed 50% utilization (with existing, non-BiblioCommons load).

- The library’s communication (all network communication from the Tomcat server to the ILS server, the ILS database, and to the external Internet) must be through a high-speed, reliable Internet connection: 5Mbps bi-directional (upload/download) or better for a small or medium-sized library, or 44Mbps bi-directional or better for a large library serving a population over 100,000.

Assistance and Access

To successfully launch and maintain the BiblioCommons service, Subscriber must be prepared to provide:

- A Project Manager (the “Library Project Manager”) to act as a liaison between your library and BiblioCommons;
- A lead technical contact.
- During the testing and acceptance phase, if any incompatibilities with API calls arise, BiblioCommons will be granted SSH access to the system with the ‘sirsi’ user in order to verify API calls.

User Interface

Subscriber will be asked to provide graphic elements that meet basic usability criteria, including for example font and background colours for the navigation bars, and a horizontally oriented logo, no larger than 260px width x 130px high, with a RBG background colour or image.

In-Library Terminals

BiblioCommons offers support for in-library terminals for the following browsers:

- Internet Explorer
- Firefox
- Safari
- Chrome

An up-to-date listing of the oldest supported browsers will be posted here:

<http://www.bibliocommons.com/how-we-work/supported-browsers>

Other browser support may be provided by written agreement.

Data Quality

In order to facilitate BiblioCommons data transfers and the sharing of information among patrons and libraries, BiblioCommons has deployed the following minimum standards for data, which are preconditions for the Service. BiblioCommons has worked with other libraries to develop these standards based on the demands of both the ILS and the user experience.

MARC and Patron Data

BiblioCommons’ requirements for MARC mapping reflect typical cataloguing practice:

- Use of AACR2 or RDA and MARC21 standards for Bibliographic and Authority data;
- Authority and Bibliographic records must be exportable separately with corresponding links between the two.

Subscriber will complete a survey describing a set of rules that can be used across all bib records to isolate key data for mapping into BiblioCommons schemas, including for example and without limitation:

- Format values (e.g., DVD, Braille book)
- Audience values: Adult, Teen, Children

- Fiction/Non-fiction/Other

BiblioCommons will supply sample MARC that inventories the character sets and encoding it expects. Subscriber will then identify and export records that surface these character-set issues for testing. BiblioCommons will only support character sets and character-set encoding practices typical in library environments.

BiblioCommons reserves the right not to support nonstandard library data practices and practices that require custom parsing of data.

Identifiers and Other Required Fields

- Library records must have persistent identifiers over time. For example, record numbers must persist for any batch delete and re-add process of the same set of records.
- All key elements such as patron identification, bibliographic record identification and item identification must have a unique permanent identifier
 - For example, if a patron loses their library card, their barcode may change, but the new barcode must reference the same unique permanent identifier.
 - Universal identifiers should be in place for all bibliographic records where practically possible.
- Patron records must have a birth date field, though not necessarily birth data.

Cataloguing Workflows

Subscriber should be prepared to describe acquisition and cataloguing workflows, explaining how records are added, changed and deleted in various cases (e.g., brief records creating during the inter-library loan processes, records created during the acquisitions process, records that are suppressed from the online public access catalogue (OPAC), batch processes). BiblioCommons will support cataloguing practice and workflows that are typical among public libraries in North America.

Subscriber must notify BiblioCommons in advance when a larger than normal number of records is added, edited, or deleted from their ILS.

If Subscriber Does Not Meet the Required Conditions

BiblioCommons will show flexibility in the requirements detailed in this Schedule “D” if mutually agreeable alternatives are found. But in the absence of such alternatives and where Subscriber fails to meet materially any of the requirements, Subscriber will a) use its own resources to perform the work necessary to conform to the requirements or to specifications applied by BiblioCommons in libraries of similar size and with the same or similar ILS deployment, or b) hire BiblioCommons at a rate of \$1500 per day per technician to develop a reasonable solution that will be specified and estimated in advance by BiblioCommons.

In the event that Subscriber does not provide 24-hour, 7 day-a-week remote desktop access to the server running Tomcat, Subscriber will pay to BiblioCommons an additional annual fee of ten thousand dollars (\$10,000).

SCHEDULE “E” PRIVACY STATEMENT

A link to the Privacy Statement will appear to all Authorized Patrons or users registering with BiblioCommons during the registration process, and will appear on all main pages of the Service. The following Privacy Statement was in effect February 2015 and may be amended by BiblioCommons from time to time.

PUBLIC LIBRARY has entered into an agreement with BiblioCommons to provide an online service that will make it easier to track your holds and renewals and find the titles you are looking for. In addition, you may also choose to use this service to share ratings and commentary about the titles you find at *PUBLIC LIBRARY*, and to connect with other library users. When you use the pages in *PUBLIC LIBRARY*’s catalog that say “Powered by BiblioCommons” in the lower left-hand corner of the screen, you are using what is referred to in this document as the “BiblioCommons Service,” and any information that is collected or shared here will be governed by this Privacy Statement.

BiblioCommons believes that effective privacy controls are the cornerstone of open and engaged communities. We have implemented the standards described on this page to protect the privacy of all users, at the same time providing the opportunity to share information about books, movies and music for those who are interested. By using the BiblioCommons Service, you agree to the terms of this BiblioCommons Privacy Statement and the [BiblioCommons Terms of Use](#). The BiblioCommons Privacy Statement and BiblioCommons Terms of Use can be accessed anytime through the links at the bottom of each page that is powered by BiblioCommons; together they are the only documents that govern your relationship with BiblioCommons.

Is this the only policy governing the use of my information on services offered by the library?

No. Information you provide on the BiblioCommons Service may be transmitted to your library and its designated service partners, where it will be handled according to the policies your library has implemented in those environments. Please check the library’s website to view these documents, or speak to a librarian.

What types of information are collected on this service?

Several types of information may be collected and stored on the BiblioCommons service:

- Personal information
- Borrowing information
- Shared content
- Feedback and Suggestions
- Non-Identifying information

You will find a description of how this information is handled in the sections that follow.

Personal Information

What personal information is gathered?

BiblioCommons gathers personal information that you provide or choose to import from *PUBLIC LIBRARY*. If you register for the BiblioCommons Service, your library barcode, PIN and borrower ID, name, birth month and year, and email address are automatically loaded into your on-line account from your library record. If some of this information is not available in your record you may be asked to provide it.

If you participate in some optional services, for example youth and literacy programs, BiblioCommons may also ask for additional information, such as your ZIP/postal code, education level and gender, in order to support program evaluation.

How is my personal information used?

We use your personal information to create an online account in your name, provide the services that you have requested, monitor and improve the service, keep your library record up to date, and customize content. We do not share your information or activity with ad networks or other entities that are not directly involved in the services you choose to use.

If you choose to share information or opinions about books, movies, music, and other topics, participate in online conversations, or create selections using Lists or My Shelves (“Shared Content”), information such as the username or name you have chosen to display, your library affiliation(s) and age group may accompany your Shared Content and appear on a profile page that summarizes your Shared Content. If you would like to change your username or modify the information that is made publicly available in connection with these features, please visit your [My Settings](#).

BiblioCommons may disclose your personal information and any content associated with your account if required to do so by law or in a good faith belief that such disclosure is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, or (b) enforce the Terms of Use, including investigation of potential violations hereof.

Is my personal information protected?

Information in your BiblioCommons account that personally identifies you is encrypted and stored in a secured facility. This information will be used by BiblioCommons and *PUBLIC LIBRARY* to deliver the services you request in accordance with this Privacy Statement. BiblioCommons will not share, gift, sell, rent or trade your personal information (e.g., your email address or month and year of birth). But we may display Shared Content (defined below) in the BiblioCommons Service, or make other commercial uses of Shared Content.

Law Enforcement Requests

BiblioCommons does not share information in response to law enforcement requests unless it is presented with a warrant or other legal compulsion.

Can I change or delete my personal information?

You may alter or delete any of the personal information in your BiblioCommons account except for your name, birth information and your library card number(s); please contact your library staff to make changes to these. If your personal information is updated either through the BiblioCommons Service or directly on your *PUBLIC LIBRARY* account with the help of library staff, we will synchronize the new information in both locations.

At any time, you may delete your BiblioCommons account without deleting your *PUBLIC LIBRARY* account. To delete your BiblioCommons account, please contact the BiblioCommons Privacy Officer. Note that while your BiblioCommons account information will not be available after deletion, some of that information may persist on memory discs.

Do I have to provide contact information?

No, you do not need to provide contact information to use the BiblioCommons Service. However you may choose to do so in order to receive notices related to your use of the library through the BiblioCommons Service. Your contact information will not be used by BiblioCommons for any other purpose without your consent, or shared with any party other than *PUBLIC LIBRARY* without your direction to do so. We encourage you to check *PUBLIC LIBRARY*'s policies to understand the other ways in which your contact information may be used by *PUBLIC LIBRARY*.

BiblioCommons may send email or display messages on the service that provide you with the choice to take advantage of new features and functionality based on your past activity and stated preferences. To change your preferences for system messaging, please go to [My Settings](#).

What measures are in place to protect children?

Parts of the BiblioCommons Service are open to children under the age of thirteen. However additional measures have been taken to protect their privacy and safety. Patrons under the age of thirteen (13) years ("minors") will be restricted from using the BiblioCommons Service to enter free text; however provision may be made for a more permissive service for minors with parental consent. While the Terms of Use prohibits the use of the BiblioCommons Service to arrange meetings with minors, children should be advised never to arrange meetings with strangers over the Internet.

User-generated content may not be appropriate for children. The BiblioCommons Service contains functionality that will enable you to collapse user-generated content that has been flagged by Users who feel the content may be offensive to some users. Enabling this functionality will help decrease the likelihood of children encountering objectionable material when using the BiblioCommons Service.

Where can I learn more about internet safety for users under the age of 18?

We recommend that parents and guardians discuss internet privacy and safety with their children. When using the internet, children should be advised:

- never to give out personal information such as their real name, phone number, email address, or school without first consulting their parents or guardians, and
- never to arrange a meeting with someone they met online.

More information about children's safety online can be found on the following sites.

Safety tips for children:

- <http://www.safekids.com/kids-rules-for-online-safety/>
- http://www.safesurfingkids.com/tips_for_kids.htm

Tips for parents:

- <http://www.google.com/familysafety/advice.html>
- <http://www.internetsafety101.org/safety101.htm>

How can parents and guardians oversee the personal information of their children?

Guardians of underage users in the US may make a request to review and alter the personal information collected from their children on this service, or to deactivate their child's BiblioCommons account. The first step in gaining access to your child's account is to make your request in person to staff at one of the library's locations. Be prepared to show proof of your identity and of your relationship with the child. Staff will then have the information retrieved and delivered to you by mail or held for pick-up. Note that guardians cannot be given access to a child's borrowing record.

Note that the BiblioCommons Service does not require children under the age of 13, as a condition of participation, to provide more information than is reasonably required.

Borrowing Information

Is my borrowing record tracked?

No. Lists of your current loans, due dates, outstanding fines, etc. may be loaded from your library record during your sessions online, but this information is not stored on your BiblioCommons account, and it is never shared with other users. You may choose to create a record of your recently-borrowed titles if this service is supported by your library; information about recently borrowed items is never made available to the public unless you choose to enter specific titles on your shelves or in other Shared Content. If you do not choose to enable the recently-borrowed feature, no automatic record of your borrowing will be created.

Shared Content

What is Shared Content?

You may use the BiblioCommons Service to record information or opinions about books, movies, music, and other topics, participate in online conversations, or create selections using Lists or My Shelves; all of this content is called "Shared Content". Shared Content may be useful for your own reference and can help other users find resources and information.

When you contribute content to an individual title, that title is automatically added to My Shelves, a collection that gathers all of the titles to which you have contributed content or chosen to add to your shelves. You may also create Shared Content by interacting with others through messaging, forums, or collaborative guides.

Can Shared Content be viewed by the public?

Shared Content has been designed for sharing, and is usually public. However you may make portions of your Shared Content private by using your [Privacy Settings](#). In addition, messages sent directly to other users through the service are not publically viewable.

If you are uncomfortable with the idea of sharing content with others, you may decide not to use My Shelves or contribute ratings, comments, guides, or other types of Shared Content. You do not need to create Shared Content in order to use the BiblioCommons Service.

Will my name be visible with my Shared Content?

Content and messages that you leave in public view or send to other users will be accompanied by the username that you create, or by whatever display name that you choose at a later date in your account settings. This display name is also linked to your profile page, which includes links to your Shelves, your shared Lists, and any other profile information you choose to display.

Can I change my Shared Content?

Shared Content that is not interactive may be edited or deleted on this service at any time. Deleted content is removed from our data bases and inaccessible to other users, but may remain in our data back-up system and in third-party search indexes like Google. Shared Content that is not deleted may remain available on the BiblioCommons Service indefinitely, even if you have closed your library account.

Messages and chat cannot be deleted or edited once they have been sent. They are logged and archived indefinitely. In the event of complaints regarding violations of the BiblioCommons Terms of Use, this type of information may be used by BiblioCommons to investigate.

Interactive Shared Content that other users may respond or contribute to, such as discussions or collaborative guides, may be visible to others indefinitely in association with your display name, and may persist after your BiblioCommons account is terminated.

Other Information

Feedback and Suggestions

When you submit feedback or suggestions they will not be considered confidential and may be stored with your name and email address for analysis and follow-up.

Non-Identifying Information

BiblioCommons also records anonymous information and activity in order to improve the quality and scope of the features and content you access through the BiblioCommons Service. For example:

Information such as your browser type or IP address may be used to help us understand how visitors use the service over time and how it might be improved.

Data from your account may also be aggregated in an anonymous way.

Anonymous search logs are analyzed to improve the search algorithms.

Activity such as borrowing and reading may be aggregated anonymously to guide the development of the library's collections or to allow publishers to understand how their titles are being used.

Cookies

Cookies are small files used to enhance the functionality of websites.

BiblioCommons may set and access temporary session cookies on your computer in order to make our system easier for you to use. In addition, a more persistent cookie is used to store your user preferences. These files do not contain or transfer any personally-identifiable information. You may also choose on the log-in page to save your username in a cookie by checking “remember me.” If you wish to be notified when you receive a cookie, you may set your browser to do so.

External Sites

The Internet is a big place: take care to guard your personally identifying information. This website may link to other websites that collect personal information. We recommend that you review the privacy policies of these sites before providing them with any personal data.

Changes to this Privacy Statement

This privacy statement may change from time to time in response to new laws, or to an evolution in BiblioCommons policies or practices. We encourage you to check this privacy statement from time to time for changes. Your continued use of BiblioCommons after a change will signify your acceptance of the new terms.

Change of Service

In the event that *PUBLIC LIBRARY* discontinues its participation in the BiblioCommons Service, the *PUBLIC LIBRARY* may transfer your information to a new service of a similar nature. In addition, *PUBLIC LIBRARY* may agree to have your information transferred to a successor entity of BiblioCommons or to any entity, which purchases substantially all of the assets related to BiblioCommons or a division of BiblioCommons.

Comments? Questions? Contact us: privacy@bibliocommons.com

Privacy Officer
BiblioCommons
119 Spadina Avenue, suite 1000
Toronto, ON M5V 2L1, Canada
tel. 1 (647) 436 6381

PUBLIC LIBRARY may have additional policies that govern other aspects of the services we offer. Please check the library's homepage to view these documents, or speak to a librarian.

SCHEDULE "F" TERMS OF USE

Acceptance of the Terms of Use is a condition of any use of the Service. In addition upon registration, which is required before an Authorized Patron may access circulation functions or contribute content, he or she must signal his or her agreement to the Terms of Use by clicking a checkbox. The following Terms of Use were in effect on February 2015 and may be amended by BiblioCommons from time to time.

PUBLIC LIBRARY has entered into an agreement with BiblioCommons to provide an online service that will make it easier to track your holds and renewals and find the titles you are looking for. In addition, you may also choose to use this service to share ratings and commentary about the titles you find at *PUBLIC LIBRARY*, and to connect with other BiblioCommons users. When you use the pages in *PUBLIC LIBRARY*'s catalog that say "Powered by BiblioCommons" in the lower left-hand corner of the screen, you are using what is referred to here as the "BiblioCommons Service," and these BiblioCommons Terms of Use apply. Your use of the BiblioCommons Service is subject to the BiblioCommons Terms of Use, and indicates that you accept these Terms of Use, which includes the [BiblioCommons Privacy Statement](#); together they are the only documents that govern your relationship with BiblioCommons. You may not use the BiblioCommons Service if you do not accept the Terms of Use; please read them carefully.

Is this the only policy governing my use of the library's services?

No. *PUBLIC LIBRARY* may have additional policies that govern other aspects of the services we offer. Please check the library's website to view these documents, or speak to a librarian.

REGISTRATION

Is Registration Necessary?

It is not necessary to register with the BiblioCommons Service in order to search the *PUBLIC LIBRARY* catalog. However, registration is required to use BiblioCommons for personalized services, such as managing your renewals and holds, contributing ratings and reviews, personalized recommendations, and communicating electronically with other users.

Who is Eligible to Register?

Registration for use of the BiblioCommons Service is open to all patrons of *PUBLIC LIBRARY* and other libraries affiliated with BiblioCommons (*PUBLIC LIBRARY* and other affiliated libraries are referred to herein as "Participating Libraries").

Can children use this service?

Children are welcome to register for the Service. However, we recommend that parents and guardians discuss internet privacy and safety with their children regularly. Please read the [BiblioCommons Privacy Statement](#) to find out more about the measures that have been put in place on the BiblioCommons Service to protect the privacy and security of children, and for information on protecting your child's privacy and safety online.

Where can I find out more about the privacy policy of the BiblioCommons Service?

The privacy of your personal information is important to BiblioCommons. We have established security measures and controls to ensure that your information is only used as you wish. We encourage you to review the BiblioCommons [Privacy Statement](#), which forms a part of these Terms of Use, as well as the *PUBLIC LIBRARY* Privacy Policy.

SHARED CONTENT

What is Shared Content?

You may use the BiblioCommons Service to create “Shared Content,” which is any information, content or opinion that you post on the Service; it includes online conversations on the Service and selections you create using Lists or My Shelves. Shared Content may be useful for your own reference and can help other users find resources and information. Shared Content may include for example collections, ratings, reviews, video, or conversations with other users.

You may make portions of your Shared Content private, or you may leave it publicly available (as “Public Content”) for the benefit of yourself and other users in your library and on the World Wide Web. To learn more about the controls BiblioCommons has put in place to protect your privacy, please refer to the BiblioCommons [Privacy Statement](#), or visit your [privacy settings](#).

Who owns Shared Content?

Registered Users retain any ownership rights they have in content that they post on the BiblioCommons Service. However as described below, other users of the service, *PUBLIC LIBRARY* and BiblioCommons are granted an irrevocable, perpetual, non-exclusive license to use Shared Content.

Can other users use my Shared Content?

The sharing of content is an important objective of the BiblioCommons Service. When you contribute Shared Content that can be viewed by others, you grant a license to other users to make use of that material under an [Attribution-Noncommercial-Share Alike Creative Commons License](#). This is a license that grants others the non-commercial right to copy, distribute, display, perform the work or create derivative works on the condition that the original author is credited, and that any derivative distribution is licensed in the same way. Unless otherwise indicated, you have the right to use Shared Content contributed by others according to the same Creative Commons license.

What rights do *PUBLIC LIBRARY* and BiblioCommons have to use Shared Content?

By contributing content such as reviews and comments to the BiblioCommons Service, you are granting BiblioCommons and *PUBLIC LIBRARY* the right to use this content broadly. BiblioCommons may display Shared Content in the services that we sell to libraries or other third parties. Unless otherwise indicated, when you post Public Content, you grant, represent and warrant that you have the right to grant BiblioCommons and *PUBLIC LIBRARY* an irrevocable, perpetual, non-exclusive, transferable, royalty-free, worldwide license, with the right to sublicense, to use, copy, publicly display, reformat, translate, excerpt, perform, adapt, create derivative works from, and distribute such content with the name or username you have chosen to display.

If you do not want to give BiblioCommons and *PUBLIC LIBRARY* these rights, please do not contribute Shared Content on the BiblioCommons Service.

What are my responsibilities when I choose to post Shared Content?

You are solely responsible for the Shared Content that you post to the BiblioCommons Service, or transmit to or share with other users. Please read carefully the section in these Terms of Use entitled "Appropriate Use" to ensure that you understand the responsibilities that you incur when you post Shared Content.

BiblioCommons respects the intellectual property of others, and we ask our users to do the same. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that use of the content you supply does not violate these Terms of Use and will not cause injury to any person or entity; and that you will indemnify us for all claims resulting from content you supply. BiblioCommons may, at our discretion, disable and/or terminate the BiblioCommons accounts of users who violate these Terms of Use.

What can I do if I see content that infringes on my intellectual property rights?

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide BiblioCommons' copyright agent the written information specified below. Please note that this procedure is exclusively for notifying us that your copyrighted material has been infringed. BiblioCommons' copyright agent can be reached via email at copyright@bibliocommons.com, or at the above mailing address. Please provide:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Address:

BiblioCommons
119 Spadina Avenue, suite 1000
Toronto, ON M5V 2L1, Canada
tel. 647 436 6381

Is Shared Content ever removed from the BiblioCommons Service for other reasons?

Some users may not wish to view all user generated content. BiblioCommons users who are logged-in have the option of blocking, "ignoring" or collapsing content from specified users on an individual basis. Ignoring a user can be reversed. The BiblioCommons Service also offers the ability to collapse user-generated content that other users have flagged as containing content that they consider offensive or otherwise inappropriate.

BiblioCommons will allow all Users to collapse user-generated content based on their individual viewing preferences. But an individual User's viewing preferences shall not affect the viewing preferences of other Users.

All posted content is subject to the Appropriate Use standards of these Terms of Use. If you see content that violates the Appropriate Use standards, you may flag the content by using the 'Report This' tool that is adjacent to all Shared Content when you are logged in.

If content is flagged by a number of different users – three at this time – it is reviewed for compliance with the Terms of Use. If such content is found to violate the Terms of Use, it may be removed from public view and an email will be sent to the User who authored the content, notifying the User of the right to appeal the initial determination. The email will notify the User that BiblioCommons has removed the flagged content, indicate the specific Terms of Use that were violated, and state the process for appealing BiblioCommons' initial determination. A User's failure to submit a written appeal in the manner described in the email notice within thirty (30) days of the date of the notice will render the decision to remove the content final.

BiblioCommons will give Users who appeal the initial determination within 30 days as provided above an opportunity to explain why the flagged content complies with the Terms of Use. BiblioCommons will review the information provided by the User in support of the appeal and shall decide, after considering that information, whether the content complies with or violates the Terms of Use. BiblioCommons shall decide an appeal within 30 days of receiving it.

If BiblioCommons determines that the flagged content does not violate the Terms of Use, it shall restore the flagged comment. If BiblioCommons determines that the flagged content violates the Terms of Use, it shall promptly notify the User of its decision not to restore the flagged content and the reason for the decision.

The BiblioCommons Service is not intended for the storage of valuable or irreplaceable data.

Appropriate Use Standards

All visitors to the BiblioCommons Service agree not to:

- access or attempt to access areas of the BiblioCommons Service in which they are not authorized;
- use or attempt to use another person's account without our authorization, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- solicit personal information from anyone under the age of 18, use the BiblioCommons Service to arrange a meeting with anyone under the age of 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- disable, overburden, impair the proper performance or functionality of the BiblioCommons Service or otherwise use or attempt to use the BiblioCommons Service to organize a meeting with any individual who is under 18 years of age;
- use or access the BiblioCommons Service or related systems in a way that adversely affects the performance or function of the service;
- use any automated system to harvest or capture any BiblioCommons Content (as defined below) from the BiblioCommons Service, except as may be specifically permitted using RSS/XML feeds;
- co-brand the BiblioCommons Service or portion thereof ("co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in a manner reasonably likely to give a user the

impression that such other party has the right to display, publish, or distribute the BiblioCommons Service or BiblioCommons Content);

- "frame" the BiblioCommons Service or portion thereof so that the BiblioCommons Service or BiblioCommons Content appears in the same window with a portion of another website.

If you choose to register, you agree to:

- provide and maintain accurate, current and complete information;
- ensure that your account is used in keeping with all terms governing the use of the BiblioCommons Service, including these Terms of Use;
- maintain the security of your password and username;
- not register for more than one account.

Appropriate Use When Posting Content

Remember that the Service is used by visitors with a broad range of ages and sensibilities. You agree not to use the Service to upload, post, transmit, share, store or otherwise make available any content that:

- violates the Appropriate User Standards;
- is unrelated to the specific book, movie, music or other library material that is the subject of the post or displayed page;
- is unlawful, threatens or incites violence, physical intimidation or other unlawful action or otherwise creates a genuine risk of imminent harm or direct threat to safety;
- consists of or depicts obscene material as defined by applicable state, provincial or national law;
- constitutes unlawful multi-level marketing, such as a pyramid scheme;
- constitutes unsolicited or unauthorized advertising, solicitations, promotional materials, junk mail, spam and/or chain letters for commercial or personal gain;
- is private information about or belonging to any third party, including, without limitation, home addresses, home phone numbers, personal email addresses, personal identification numbers and credit card numbers, the disclosure of which would constitute an invasion of privacy or otherwise be prohibited under applicable law;
- contains software viruses, worms, or any other computer code, files or programs designed to interrupt, gain illegal access, destroy or limit the functionality of any data, software, hardware, or telecommunications equipment;
- infringes upon or violates the rights of any individual or entity under applicable state, provincial or national law including without limitation, intellectual property rights;
- constitutes, encourages or provides instructions for a criminal offense or that would otherwise create liability or violate any local, state, national or international law.

Warning About Content

You understand that by using the BiblioCommons Service, you may encounter content that may be considered indecent or otherwise objectionable. Consequently, you agree to use the BiblioCommons Service at your sole risk and you agree that neither BiblioCommons nor any Participating Library shall have any liability to you for any such content that may be found to be indecent or otherwise objectionable.

BiblioCommons does not verify the accuracy, truthfulness or reliability of any information posted by users, endorse any opinions, or confirm the credentials of any users who may post information. You should always exercise caution and not rely or act upon any information available on the BiblioCommons Service, particularly information that relates to your legal rights, financial arrangements or health.

BiblioCommons may at any time use automated translation tools to make the BiblioCommons Service or portions of it available in languages other than English. Such tools have significant limitations and only the English version of any translated content is considered the definitive version.

The BiblioCommons Service contains functionality that will enable you to collapse user-generated content that has been flagged by Users who feel the content does not conform to the Terms of Use or is otherwise inappropriate for all users. Enabling this functionality will help decrease the likelihood of encountering objectionable material when using the BiblioCommons Service.

How are feedback and suggestions managed?

BiblioCommons accepts feedback, questions, comments, ideas, concepts, or techniques for new services or products through the Service ("Suggestions"). When you submit Suggestions you agree that they will not be considered confidential, and that they may be stored with your name and email address in a database that may be located outside of your country. By submitting any Suggestions, you grant BiblioCommons an unrestricted, irrevocable, world-wide, royalty-free right to use, communicate, reproduce, publish, display, distribute and exploit such Suggestions in any manner, and you agree that we may contact you via email for clarification or additional feedback.

BIBLIOCOMMONS CONTENT

The services and content provided on BiblioCommons ("BiblioCommons Content") are comprised of 1) services and content provided by Participating Libraries, BiblioCommons and third-party providers ("Service Content"); and 2) Shared Content contributed by users. All BiblioCommons Content is protected by law, and its use is governed by the rights described below.

Can I display BiblioCommons Content on other websites?

The Service makes it possible for you to feature public BiblioCommons Content on external third party websites or applications. This is encouraged under the terms described here. Pages on any external third-party websites and applications that display BiblioCommons Content must provide a link from each extract to an original presentation of that material on a BiblioCommons webpage. We reserve the right, at any time and without notice, to object to or require the removal of any link that is misleading, or interrupts or interferes with the Service provided by BiblioCommons.

Are there any restrictions on my use of the Service Content in other environments?

BiblioCommons and *PUBLIC LIBRARY* grant our authorized users a limited, personal, non-transferable, revocable license to access and use the Service and Service Content for personal, non-commercial use. All other rights are reserved. Except as arranged by separate agreement, you may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use the Service Content in any way except for your own personal, non-commercial use; nor may you disassemble, decompile, or reverse engineer the Service. The Service Content is the intellectual property

of Participating Libraries, BiblioCommons, or their affiliates or their licensors, and is protected by US and international copyright law. Some elements of the Service Content are also protected by trademark law and laws related to trade dress, trade secrets, and unfair competition.

OTHER NOTICES

Overdue Notification Service

Reminder notifications are not a replacement for keeping track of your borrowing. Neither BiblioCommons nor *PUBLIC LIBRARY* take responsibility for fines that result from missed reminders. You can check your account status by visiting [My Borrowing](#).

Warning About Links to Other Sites

The BiblioCommons Service may contain links to other websites and resources that are not a part of the Service ("Linked Sites"). We provide links to Linked Sites as a convenience to the Users of the Service and such links do not imply any endorsement of the Linked Sites by us. We have no control over the content of Linked Sites. Users must be aware that the Linked Sites may also have terms of use or privacy policies that differ significantly from those of the Service. All use of Linked Sites is at your own risk.

General

You may not assign these Terms of Use or any of your interests, rights or obligations under these Terms of Use. If any provision of these Terms of Use is found to be invalid by any tribunal having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. Any waiver of any portion of these Terms of Use or of any right or remedy of BiblioCommons must be in writing in order to be effective.

Limitation of Liability

To the extent permitted by law and to the extent that BiblioCommons or Participating Libraries are otherwise found responsible for any damages, BiblioCommons or Participating Libraries are responsible for actual damages only. To the extent permitted by law, in no event shall BiblioCommons, its affiliates, its licensors, its suppliers, participating libraries, or any third parties mentioned at the Service be liable for any incidental, indirect, exemplary, punitive or consequential damages, lost profits, or damages resulting from lost data or business interruption resulting from the use of or inability to use the Service or the Content, regardless of the theory of law upon which such claim may be based, including warranty, contract, tort, and whether or not BiblioCommons or Participating Libraries are advised of the possibility of such damages. To the extent permitted by law, the remedies stated in these Terms of Use are exclusive and are limited to those expressly provided for in these Terms of Use.

Any action or claim related to these Terms of Use or arising from your use of the Service must be brought within twelve (12) months of the existence of the alleged facts giving rise to the action or claim.

Disclaimer of Warranties

Neither BiblioCommons nor Participating Libraries make any representations with respect to the BiblioCommons Service, including any representations related to results that may be obtained by using the BiblioCommons Service. All use of the Service is at the sole risk of the user.

The BiblioCommons Service and the BiblioCommons Content are provided on an "as is" basis and BiblioCommons and Participating Libraries disclaim any and all warranties to the fullest extent permissible by law, including implied and/or statutory warranties, including but not limited to implied warranties of merchantability, non-infringement of third parties' rights, and fitness for a particular purpose. Neither BiblioCommons nor the Participating Libraries make any representations or warranties about (and specifically disclaim any responsibility for) the accuracy, completeness, security or timeliness of the BiblioCommons Service and its content. No warranties may be made in relation to the website or its contents except as contained in these Terms of Use.

You agree and acknowledge that the limitations and exclusions of liability and warranty provided in these terms of use are fair and reasonable.

Indemnity

You agree to defend, indemnify, and hold harmless BiblioCommons and the Participating Libraries (as well as their officers, directors, employees, agents, successors and assigns) from and against any third party claims, actions or demands (including, without limitation, costs, damages and reasonable legal and accounting fees) alleging or resulting from, or in connection with your use of this Service or your breach of these Terms of Use.

Your First Amendment and Other Rights

BiblioCommons has worked extensively with libraries across the United States to ensure that these Terms of Use protect your First Amendment and other rights as a library patron. These Terms of Use (including the mechanics around removing Shared Content as described above) have been created and are revisited from time to time, to ensure that they are reflective of, and otherwise protect, your First Amendment and other library patron rights. These Terms of Use should not be interpreted in any matter to lessen or remove your First Amendment rights or any other statutory rights you may have as a library patron.

Jurisdiction and Forum

Your use of the Service and these Terms of Use shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, excluding (a) its conflicts of law rules and (b) the United Nations Convention on Contracts for the International Sale of Goods (including all related protocols). Any dispute, claim or action related to your use of the Service or under these Terms of Use shall be resolved by arbitration under the Arbitration Act (Ontario) by a single arbitrator sitting in Toronto, Ontario, in the English language, and you further agree and submit to the exercise of personal jurisdiction of such arbitrator(s) for the purpose of litigating any such claim or action.

Notwithstanding any provision of this section of the Terms of Use, BiblioCommons shall be free to seek interim or injunctive relief before any court of competent jurisdiction for a breach or a threatened breach of any provision of these Terms of Use that may, in our absolute discretion, require an urgent remedy. For the purposes of the foregoing, you expressly attorn to the jurisdiction of the courts of the Province of Ontario and the Federal Court of Canada sitting in Toronto, Ontario and waive any claim or defense that such forum is not appropriate. You agree that the limitations on

liability, disclaimer of warranties and indemnity provisions of this Terms of Use are for the benefit of BiblioCommons, our Participating Libraries and their successors.

Compliance with Law

You agree to use the BiblioCommons Service in strict compliance with all applicable laws and regulations. You shall take no actions which would cause BiblioCommons or Participating Libraries to be in violation of any laws, rulings or regulations applicable to BiblioCommons or Participating Libraries.

Complete Agreement

Except as expressly provided in a separate written agreement between you and BiblioCommons, these Terms of Use constitute the entire agreement between you and BiblioCommons with respect to your use of the BiblioCommons Service.

Updating these Terms of Use and the Service

The BiblioCommons service is constantly evolving in order to provide the best possible experience for our users, and our terms may change accordingly. However we will not reduce your rights under these Terms of Use without your explicit consent. We will post any changes to the Terms on this page and, if the changes are significant, we will provide a more prominent notice on the Service. Your continued use of the BiblioCommons Service signifies your acceptance of any revised Terms of Use.

Without specific notice to you, BiblioCommons may change, supplement, delete or update any portion of the Service; or establish or change, at any time, general practices and limits concerning our products and services.

Termination

You agree that BiblioCommons, in its sole discretion, may terminate or suspend your use of the BiblioCommons Service and BiblioCommons Content at any time regardless of whether the BiblioCommons Service remains accessible by others. BiblioCommons may discontinue the BiblioCommons Service at any time without liability to you. Upon termination of the license, you shall cease all use of the BiblioCommons Service.

**SCHEDULE “G”
ADDITIONAL FEES**

Additional fees may apply in certain circumstances as referenced in the Agreement. The following fees are in effect on the date hereof. Data exports will be completed after payment from Subscriber has been received and provided that Subscriber is not in material breach of any of its material obligations under this Agreement.

G.1 - Patron-Contributed Data Export Upon Termination – BiblioCore and BiblioCMS

Fee: \$2,000.00

Format: .csv format or such other format that the Parties may agree upon

Scope: Shared Content that has been submitted by Users via the BiblioCore and BiblioWeb products

G.2 - Staff-Contributed Data Export Upon Termination – BiblioWeb

Fee: \$500.00

Format: XML format

Scope: Content that is in production that has been created by Subscriber’s staff in the BiblioWeb product

Board Meeting Process Discussion

Objective: Streamline the running of our monthly board meeting so that:

- matters requiring board decisions and discussions receive proper consideration
- all agenda items get covered
- we respect everyone's time and end meetings as scheduled
- more closely adhere to Robert's Rules of Order

Operating guidelines:

All agenda items will be labeled as:

- Inform
- Discuss
- Action Required

Inform:

- No action needs to be taken.
- Item should be included in board packet and read in advance of the meeting.
- Presenter will assume that everyone has read the material in advance and will ask if there are any questions and may mention a highlight or two.
- In general, agenda time should take 2-3 minutes depending on questions.

Examples:

- Most reports/presentations are "Inform" including the Library Directors Report, the JCLF report, Quarterly reports, and most committee reports.

Exceptions:

- Presentation of new programs, concepts or complex topics unfamiliar to the board where more "show and tell" or explanation is warranted. e.g. BiblioCommons demonstration.

Discuss:

- Board will not be voting on this topic during this meeting.
- Additional discussion is required to advance the conversation, solicit feedback, assign additional work to be done for future discussion or decision.

Examples: Presentation of new Collection Management strategy

Action Required:

- A decision or action needs to be made by the board at this meeting.
- Most Action Required topics will require the board to make a motion and vote. Per Robert's Rules of Order, a motion will be made first, with discussion following.

Examples: Consent agenda items. Some committee requests such as approval for spending funds from capital improvement budget, adopting new policies and amendments.

**JACKSON COUNTY LIBRARY DISTRICT
CONTRACT FOR PERSONAL SERVICES – LEGAL SERVICES**

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

1. CONTRACTOR'S INFORMATION

NAME: HUYCKE O'CONNOR JARVIS, LLP

ADDRESS: 823 ALDER CREEK DRIVE, MEDFORD, OR 97504

CITIZENSHIP: US

Non-resident alien: Yes No

Federal Tax ID Number: 93-1254813

Oregon Business License #: 18-00028570

This information herein will be reported to the Internal Revenue Services (IRS) under the name and taxpayer ID number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31% backup withholding.

2. DESCRIPTION OF CONTRACTOR'S SERVICES AND DELIVERY SCHEDULE

Exhibit A – Scope of Work

3. COMPENSATION

Payment for all work performed under this contract shall be made as set forth below from available and authorized District funds, at the rate of \$230 per hour for general legal services; \$210 per hour for attendance at District meetings; and \$240 per hour for extraordinary services, as defined herein, and SHALL NOT EXCEED THE MAXIMUM SUM of \$41,300. Reimbursable and other expenses of the Contractor shall be reimbursed by District as specifically provided herein as a supplementary condition.

"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 above rates. In certain circumstances support staff time is billed at \$100/hour. Such billing is rare and would be subject to prior written approval by the District.

- a. **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.
- b. **Cost calculation:** Legal hourly rates are subject to an increase of \$5/hour each calendar year. Costs and reimbursement generally will be calculated by the actual cost. Mileage

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

4. EFFECTIVE DATE AND DURATION

This Contract shall become effective on 12/7/2017 and approved as required by applicable law. Unless earlier terminated or extended, this contract shall expire on 12/7/2018, or when Contractor's completed performance has been accepted by District, **whichever event occurs first**. However, such expiration shall not extinguish or prejudice District's right to enforce this contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor's performance that has not been cured.

5. CONTRACT DOCUMENTS

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

6. AMENDMENTS

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

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

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

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

8. SUBCONTRACTS AND ASSIGNMENT

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

9. SUCCESSORS AND ASSIGNS

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

10. NO THIRD-PARTY BENEFICIARIES

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

11. FUNDS AVAILABLE AND AUTHORIZED

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

12. TERMINATION

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

- ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or
- iii. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.
- c. For Default or Breach.
 - i. Either District or Contractor may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.
 - ii. The rights and remedies of District provided in this subsection c are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- d. Obligation/Liability of Parties. Termination or modification of this contract pursuant to subsections a or b above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination, Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by District in the notice of termination. Further, upon termination and District's request, Contractor shall deliver to District all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. District shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.

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

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

14. COMPLIANCE WITH APPLICABLE LAW

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

15. GOVERNING LAW; JURISDICTION; VENUE

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

16. INSURANCE

Contractor shall at its own expense provide the following insurance:

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

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. WAIVER

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

20. EXECUTION AND COUNTERPARTS

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

21. PRIOR APPROVAL REQUIRED

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

22. NOTICE

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

Jackson County Library District
155 N. 1st Street
PO Box 3275
Central Point, OR 97502

Huycke O'Connor Jarvis, LLP
823 Alder Creek Drive
Medford, OR 97504

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


23. MERGER CLAUSE

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


24. CERTIFICATIONS/REPRESENTATIONS:

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

- (1) I carry out the labor or services at a location separate from my residence or in a specific portion of my residence, set aside as the location of the business.
- (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- (3) Telephone listing is used for the business separate from the personal residence listing.
- (4) Labor or services are performed only pursuant to written contracts.
- (5) Labor or services are performed for two or more different persons within a period of one year.
- (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

 H. M. Zamudio 12/01/2017
 Contractor (Date)

IN WITNESS WHEREOF, THE PARTIES OR THEIR DULY AUTHORIZED REPRESENTATIVES HAVE SIGNED THIS CONTRACT:

 H. M. Zamudio 12/01/2017
 Contractor (Date)

Title: Associate Attorney

 Jackson County Library District (Date)

Title: _____

Exhibit A SCOPE OF WORK

Description of Contractor's Services and Delivery Schedule:

LEGAL SERVICES FOR LIBRARY DISTRICT

YOU ARE INVITED
to meet with Jamar Rahming, Library Director, District Board Members and
Library Staff at Meetings being held around the county

The Library District Advocacy Committee will be conduct meetings
FOR: Library Friends, Patrons, Community Supporters and Elected Officials

The Purpose of the Meetings is to provide a current update of library status and services to convey to the 15 communities which our libraries serve, the value of each library, and how the District and Staff are performing to demonstrate the importance of the publicly supported libraries in Jackson County.

The Advocacy Committee was created this past September to communicate more often with the library communities, tell you what we're doing and propose to do in the coming year, listen to your comments and answer questions when we can.

The Staff will describe what they are currently doing in each library, and what programs and actions they have planned for the coming year. We cannot assure that all of your input, or any particular request, can or will be addressed in the FY 18/19 budget, but all comments and questions will be recorded and provided to the Library District Board to inform future planning and budgeting efforts.

Agenda for each Meeting

- 1) Welcome: Jamar, Staff Member, and Board Member
- 2) Agenda will be described by one of the above. (Handouts will be provided).
Jamar will make major presentation. (Total time: About 30 minutes)
- 3) Meeting will be opened for questions and comments, which will be recorded.
- 4) Meeting will end by 7 pm, and Advocacy Committee members will debrief following each meeting.

Refreshments will be available for attendees to serve themselves anytime during the meeting.

Community Meetings: Dates/Times/Locations (already reserved) This will be listed on previous page.

FOR: Jacksonville, Ruch, and Applegate Supporters	January 30, 5-7 pm Jacksonville Library
FOR: Rogue River, Gold Hill Supporters	February 6, 5-7 pm Rogue River Library
FOR: Shady Cove, Eagle Point, White City Supporter	February 27, 5-7 pm Eagle Point Library
FOR: Ashland, Talent, Phoenix Supporters	March 13, 5-7 pm Talent Community Ctr
FOR: Butte Fall, Prospect Supporters	April 3, 5-7 pm Butte Falls Community Ctr
FOR: Central Point Supporters	April 18, 5-7 pm Central Point Council Chambers

FOR: Medford Supporters

April 24, 5-7 pm Medford Library (Lg Mtg Room)

For Board Information: Jill will attend BRC, Cathy to Jacksonville, George to Rogue River, Jill to Eagle Point, Carol to Butte Falls, George to Talent, Susan to Central Point, Medford (to be determined)

FY 2017-18 Library District Advocacy Plan
INTRODUCTION

In September 2017, the Jackson County Library District Advocacy Committee was formed to begin work on compliance with the Oregon Library Association (OLA) Advocacy Standards (2015). Using the OLA Check List, Section G Advocacy and Metz 2016 assessment, it was determined that the “District solidly meets 2 of 12 essential specifications, or 17% in this category. The Advocacy Goal contains two major standards, with sub-standards:

1) Collaborative Advocacy—Together our libraries will advocate for broader access, useful legislation and a robust information infrastructure.

The Jackson County Library District (JCLD) Board and Staff currently collaborate with Government: the Rogue Valley Council of Governments Board, Jackson County Commission, Administration, and Facilities/Landscape Maintenance Staff; Elected Mayors and Administrators where Libraries are owned by Cities

Education: Rogue Community College, all Jackson County School Districts Back-to-School Nights, Phoenix Elementary Kaleidoscope (serves 0-6 yrs. early literacy w/both parent/child), Head Start groups in Ashland, White City, Central Point, and Medford (Merriman)

Libraries: Oregon Library Association, Southern OR Library Cohort

Social Services: 50 Private and Public Day Care Centers

Supporters: Jackson County Library Foundation, Friends of the Libraries

Other: LS&S Administration

Staff participated in the Oregon 2017 Legislative Session to lobby for Ready to Read grant monies which provide our annual summer reading program.

2) Staff and Supporter Advocacy—Our libraries will be staffed and supported by people who are educated and empowered to effectively advocate for their organizations, their communities and the information profession. Advocacy must be non-partisan.

PLAN POLICY: The FY 17-18 policies of the JCLD Advocacy Committee “are to convey, to the 15 communities which our libraries serve, the value of each library, and to take actions that more fully demonstrate how JCLD perceives that value.”

To initiate this Plan, the Advocacy Committee determined that it would pursue the following Standards between January 1 and June 30, 2018:

Objective 1: Conduct eight (8) meetings in the county, one with the Blue-Ribbon Committee that assisted the creation of the Strategic Plan, and one meeting in each region of the county where libraries are located between January and May 2018. Elected officials and community supporters shall be invited to the regional meetings. At these events, the JCLD and Staff will communicate the values of our libraries to 15 communities.

- A. JCLD, Staff and Friends are dedicated to the marketing and advocacy initiatives of the library.
 - 1) A Marketing Coordinator was hired in 2017. She has enhanced our social media presence and continues to reach out to businesses, community groups, and current and potential patrons to promote the services that our libraries offer.
 - 2) Staff is currently profiling our patrons and identifying users, non-users, and user habits. This information is driving our marketing plan which will be completed in early 2018.
- B. JCLD, Staff, Friends, and JCLF serve as representatives on behalf of the library, promoting its use, encouraging its development, and enhancing communication between the library and the public. Currently, the library has approximately 1,000 volunteers and 13 individual Friends organizations.
- C. JCLD, Staff and Volunteers, Friends Groups and JCLF develop and nurture community stakeholders and educate with the goal of being advocates.
 - 1) Between September and December 2015, the Strategic Planning Committee of JCLD created a list of community interest groups and individuals, and conducted nine focus group sessions with 122 community leaders from education, arts, business, social services, Friends of the Libraries and the Jackson County Library Foundation to receive vital feedback about how the library system can help meet community goals. Input was received from more than 1,000 community voices. That list is updated annually. Further, the JCLD appointed a Blue-Ribbon Committee to oversee and guide the creation of a five-year plan adopted in April 2016.

- 2) Between October 2016 and January 2017, The Facilities Committee and additional JCLD Board Members, met with the Prospect School Superintendent, and with Mayors and City Administrators in Shady Cove, Talent, Ashland, Central Point, Jacksonville, Administrative and Facilities Maintenance Staff of Jackson County, and corresponded with the Owner of the Applegate Library site.
- 3) During the 2016-17 school year, JCLD assisted School District 9 (Eagle Point) in carrying out its workforce goal and plan (part of JCLD Strategic Plan) and in May 2017, hosted representatives from School Districts, Higher Education, Workforce Development and Manufacturing to a D-9 and Workforce Presentation.
- 4) Out of May Workforce meeting JCLD agreed to provide access for job listings through library exhibits to be developed by Staff and Manufacturers through FY '17-'18.
- 5) Focusing attention on the Metz evaluation of November 2016, the JCLD has undertaken the following work in FY 18-19 to fill gaps described by Metz:
 - a. Between September and December 2017, JCLD established an Advocacy Committee, which created an Advocacy Policy to be updated annually.
 - b. Provided time in October 2017 at the annual Staff Day, for staff to receive training in marketing and advocacy.
 - c. Completed the OLA Advocacy Checklist (attached) to reflect work completed and anticipated to be completed by June 30, 2018

Objective 2: Maintain an active list of community interest groups and individuals, and regularly provide them promotional materials and library updates.

- A. The Library Marketing Department has created and updates a list of community interest groups, and sends them electronic information to keep them engaged in library happenings.

B. Train and provide resources for external advocates for the library.

Beginning in September 2017, staff met with teachers from elementary schools in Ruch, Applegate, and Medford, to arrange visits from librarians to the schools, and trips from the schools to the libraries.

Schools throughout the county will now have regular visits from librarians, who will deliver book talks, promote summer reading, and provide programming that supplements the schools' early literacy and STEAM curricula.

C. Marketing director has designed and implemented a communication plan for informing interested community members and library supporters about events that affect our libraries. She is assisted by the secretary for the Friends Presidents in circulating information to library supporters.

Objective 3: The library actively participates in local events, such as festivals and celebrations. In such participation, they create and nurture relationships with elected officials on community, county, other local governances, that and federal levels.

This year Staff participated in Ashland's 4th of July and Medford's Pear Blossom Parades, as well as the Multi-Cultural Fair.

Attached at end of this Plan: Advocacy Checklist (Section F, OLA Standards 2013 Used by Metz) The OLA Advocacy Checklist, Section G was completed by JCLS Staff and Advocacy Committee on November 30, 2017, and by May 10, 2018, Library District will comply with 6 of 7 Essential Standards, and all 4 Enhanced Standards of **Collaborative Advocacy**. By May 10, 2018 District will comply with all 3 Essential Standards, and both of the Enhanced Standards in the **Staff and Supporter Advocacy** Standard. It is noted that OLA Standards were revised in 2015, and the next District Advocacy Committee will need to refer to them in future planning.

Prepared by Carol & Jamar, 11/30/17 (To be reviewed & revised by Pat & Donovan)

Thanks for contact data to: Kyna Moser, Marketing Coordinator, and

Nancy Peterson, Outreach Coordinator

To be presented to JCLD Board 12/14/17

F. Advocacy

Today’s public libraries are consistently being challenged to do more with less – less money, less staff, and less time. It has never been more important for librarians, staff members, trustees, and others with a vested interest in their public libraries, to convey to their communities the value of the library. Advocacy, the process of acting on behalf of the public library to increase public funds and ensure that it has the resources need to be up to date, is critical to the success of libraries. With proper community relations we can increase awareness and support of library services through advocacy efforts on the library and staff/supporter level.

X Essential X Enhanced Exemplary

Check the box above that best describes your library in the respective category based on the standards below.

Advocacy – Together our libraries will advocate for broader access, useful legislation and a robust information infrastructure.

Essential

Yes	No	Standards
X		Collaborate with regional libraries for advocacy events when able.
X		Be informed of OLA and ALA legislative issues and promote those issues whenever possible
X		Advocate for improved library service at the local, state, and federal level.
	X	Participate in statewide campaigns that focus on public awareness of libraries in order to garner support and funding.
X		Participate when critical legislative issues arise that affect the future of libraries.
X		Provides information and training to all library staff regarding the impact of customer service and marketing on the library’s image and community relations.

Enhanced

Yes	No	Standards
X		Host events to which elected officials are invited to attend.
X		Have representation at events, hearings and programs elected officials attend.
X		Maintain an active list of community interest groups and individuals and regularly provide promotional materials and library updates.
X		Support OLA Legislative Day with calls, mail and representation.

Exemplary

Yes	No	Standards
	X	Train and provide resources for external advocates for the library.
	X	Design a communication plan for informing interested community members and library supporters about legislation concerning libraries.

Staff and Supporter Advocacy – Our libraries will be staffed and supported by people who are educated and empowered to effectively advocate for their organizations, their communities and the information profession. Advocacy must be non-partisan.

Essential

Yes	No	Standards
X		Staff dedicated to the marketing and advocacy initiatives of the library.
X		Serve as representatives on behalf of the library, promoting its use, encouraging its development, and enhancing communication between the library and the public.
X		Develop and nurture community stakeholders and educate with the goal of being advocates.

Enhanced

Yes	No	Standards
X		Active participation in local events, such as festivals and celebrations.
X		Create and nurture relationships with elected officials on community, county, other local governances, state and federal levels.

Exemplary

Yes	No	Standards
	X	Participation in pertinent local and state legislature and awareness campaigns.

Completed December 1, 2017

On letterhead

Subject: YOU ARE INVITED to the
LIBRARY BLUE-RIBBON COMMITTEE UPDATE

Dear (name) ,

Soon two years will have passed since you assisted the Jackson County Library District (JCLD) to complete and adopt its 2016-2021 Strategic Plan. Our commitment to have a follow up meeting with you is overdue, but the Advocacy Committee of JCLD will welcome you, and introduce you to our new Library Director. We are eager to see you, to catch up.

The meeting, will be hosted by JCLD Advocacy Committee from 12 – 2 p.m. on Tuesday, January 9th, 2018 at the Medford Branch Library, 205 S Central Ave, Medford, Oregon in the Adams Conference Room.

Jamar Rahming, JCLS Library Director, who replaced Tammy Westergard last December, will discuss staff additions, programs underway, and new directions planned for 2018-19, will make a presentation to prompt your thoughts, questions and discussion, which will be recorded.

Come for lunch, renew BRC connections, and be ready at about 12:30 for Jamar to speak. The meeting will last no more than 90 minutes unless you choose to stay the full time. JCLD Board Member Jill Turner and Advocacy Committee members will be available to exchange information and ideas with you following the staff presentation.

Please RSVP to Donovan Edwards so he will know how many lunches to order.

(I will sign this email letter)

Carol Doty, Board Member and Chair of Advocacy Committee
Jamar Rahming, Library Director and Advocacy Committee Member
Pat Ashley, Budget Committee and Advocacy Committee Member
Donovan Edwards, JCLD Administrative Assistant and Advocacy Committee Member

Board Guidance for involvement in Regional Meetings from Advocacy Committee:

We would like the Board member to join Jamar and a staff member in giving a warm welcome. It is to be brief, to introduce yourself and let the community know that you're here to listen too.

Handouts will be provided to the public and if you feel that this portion of the handout may not have been read by attendees, I suggest you read it aloud:

"The purpose of the meetings is to keep library communities up-to date on what is happening in the libraries, update them about any programs planned specifically for your library, and to convey to the 15 communities which our libraries serve, the value of each library, and how the District and Staff are demonstrating how we value the publicly supported libraries in Jackson County."

"The Advocacy Committee was created this past September to communicate more often with the library communities, with existing and potential patrons, and with elected officials in these communities, to keep you up-to-date not just on library services but also on what the Board is doing, to tell you what we're doing and propose to do in the coming year, listen to your comments and answer questions when we can."

"The Staff will describe what they are currently doing in each library, and what programs and actions they have planned for the coming year. We cannot assure you that all of your input or any particular request, can be addressed in the coming year's budget, but all comments and questions will be recorded and provided to the Library District Board to inform future planning and budgeting efforts."

Now Jamar Rahming will make the major presentation to update you for about 30 minutes, then he will open the meeting up to your questions and comments. If you would rather write your question, we can hand out some cards to facilitate that.

Prepared November 30 and December 1, 2017