



JACKSON COUNTY LIBRARY DISTRICT (JCLD)

BOARD MEETING AGENDA

Medford Branch Library

Board Conference Room

205 S. Central Ave, Medford

Public and Staff Members Join via Zoom:

<https://zoom.us/j/96595276734>

June 10, 2021, at 4:00 p.m.

CALL TO ORDER/ROLL CALL

INTRODUCTIONS / PROCLAMATIONS

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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.)

PUBLIC HEARING TO RECEIVE COMMENTS REGARDING FISCAL YEAR 2021-2022 BUDGET

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UNFINISHED BUSINESS (Inform/Discuss/Action)

13. Library Director Salary & Evaluation	
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COMMITTEE AND BOARD MEMBER REPORTS (Inform)

FUTURE MEETINGS/EVENTS/OBSERVANCES:

July 8, 2021 – JCLD Board Regular Meeting

Annual Board Retreat – date TBD

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.jcls.org. If you have further questions or would like to be added to the email notification list, please contact Executive Assistant, Daisy Fields, at 541-774-6406 or dfields@jcls.org.

If a physical accommodation is needed to participate in a Jackson County Library District meeting, please contact Daisy Fields at 541-774-6406. Notification of at least 48 hours prior to the meeting, preferably in writing, will assist us in providing reasonable accommodation.



JACKSON COUNTY LIBRARY DISTRICT (JCLD)
BOARD MEETING AGENDA
Medford Branch Library
Board Conference Room
205 S. Central Ave, Medford
Public and Staff Members Join via Zoom:
<https://zoom.us/j/96595276734>
June 10, 2021, at 4:00 p.m.

MINUTES

ATTENDEES

Present at the meeting were: Board Members Cathy Shaw (President), Eric Dziura (Vice President), Jill Turner, George Prokop and Susan Kiefer.

Additional attendees: Kari May (Library Director), Claudine Taillac (Assistant Director, Public Services), Christopher Davis (Assistant Director, Support Services), Ryan Bradley (Marketing Coordinator), Crystal Zastera (Operations Coordinator), Carrie Turney Ross (Adult Services Coordinator), Jacquelyn Bunick (Legal Counsel), Kira Lesley (SOHS Archivist), Doug McGearry (SOHS Board President), Ginny Auer (Foundation Director), and Daisy Fields (Executive Assistant).

CALL TO ORDER/ROLL CALL

President Shaw called the meeting to order at 4:00 p.m. Fields took the roll call.

CONSENT AGENDA

MOTION: Director Turner moved to remove 2-1 Financial Management Policy from the consent agenda for further review and revision. Vice President Dziura moved to approve the remaining items on the consent agenda, including the April 8, 2021 Regular Board Meeting Minutes, and District Policies 1-5 Board Member Orientation, 1-8 Public Meetings, 2-4 Fund Balance, 3-1 Vehicle Fleet, and 4-1 Security Cameras. President Shaw seconded the motion. The motion was approved unanimously.

ORAL REQUESTS AND COMMUNICATIONS FROM AUDIENCE

None

REPORTS

Library Director's Report

Kari May introduced Michael Grutchfield, Lower Rogue Area Manager and Rogue River Branch Manager. Grutchfield reported that patrons were very excited to see the library finally opened up for browsing. He noted that Front Door Service had also proved to be beneficial to other patrons who learned, among other things, to use the available resources and to take advantage of streaming and e-book services when libraries were closed and they were unable to choose books in person.

May reported that catalog migration process is ongoing and staff are still working out the final kinks in the notification process but it is beginning to run more smoothly. Staff have heard differing reviews of the new catalog, but most people are optimistically learning to navigate and use the new system.

Foundation Report

Foundation Director Ginny Auer shared that she, Kari May, and Foundation Board members Michal Slate (Board President) and Gerrie Leinfelder had participated in the Oregon Nonprofit Leaders virtual conference on April 12. Auer shared that she and the other participants felt that the sessions,

information, and contacts made were very beneficial and helpful in moving forward with the Foundation's mission and growth. The JCLS/JCLF Relationship committee had met and provided three goal areas for Auer to work toward: communication with the Foundation Board, library staff, and the community at large; donor maintenance and cultivation; and integrating the Library and Foundation Strategic Plans together. Auer is looking at applying for a Ford Family grant, which would potentially help with funding to support Strategic Planning and Board Development for the Foundation.

Financial Report

Finance Manager Rick Leibowitz gave the 3rd quarter financial report, explaining the numbers and the Library's current financial position. Director Turner suggested that a budget appropriation transfer be discussed at the next meeting.

Quarterly Statistical Report

Christopher Davis presented the 3rd quarter statistical report, which has been created using format and data suggestions from the Board's Data & Metrics Committee in an effort to present a more clear and comprehensive data set as well as to support Library goals and objectives in the 18-month Strategic Roadmap.

SOHS Report

Kira Lesley presented the SOHS quarterly report and statistics as well as sharing some of their upcoming projects.

UNFINISHED BUSINESS

Library Service Levels

In response to the Oregon Governor's guidelines, decreasing Covid levels and increased vaccine numbers, Library branches moved to Stage 5 and offering full, regular open hours, limited in-person services (browsing will be allowed, limited by occupancy/space availability) and computer sessions will again be available to walk-ins. Each branch will have one computer station dedicated for patrons to use for vaccination sign up.

Even with new CDC rulings on Covid vaccinated individuals no longer being required to wear a mask under most circumstances, the Library will maintain masking requirements for all staff and library patrons until further notice.

Claudine Taillac reported that the branches were open and feedback had been primarily positive. Library staff has devised solutions to patron requests for materials from closed sections of the Medford Library, with a staff runner personally pulling those items and delivering them to the counter. There have been few, if any, issues with building capacities being at or over limit or with the monitoring of those limits.

Library Director Evaluation Form & Process

Vice President Dziura worked with HR Manager Brynn Fogerty to design a more meaningful form and evaluation process for Board members to evaluate the Library Director. The new process has been established and emailed to the Board and they will receive a link to the evaluation form itself. The results will be compiled by HR; an Executive Session will be scheduled on May 24 at 4:00 p.m.

NEW BUSINESS

White City Branch Facility – Quit Claim Deed

MOTION: Director Turner moved to approve to the execution of the Quit Claim Deed proposed by Jackson County Counsel. Vice President Dziura seconded the motion. The motion was approved unanimously.

FUTURE MEETINGS/EVENTS/OBSERVANCES

The next regular Board meeting will be held on Zoom, Thursday, June 10, 2021, at 4:00 p.m.

ADJOURN

President Shaw adjourned the Regular Board Meeting at 4:52 p.m.

/s/ Daisy A. Fields

Recording Secretary



MINUTES

ATTENDEES

Present at the meeting were: Board Members Cathy Shaw (President), Eric Dziura (Vice President), Jill Turner, George Prokop and Susan Kiefer.

Budget Committee: Cathy Shaw, Eric Dziura, Viki Brown, Cathy deWolfe, Gerri Davis, Kevin Keating, and David Mathieu.

Additional attendees: Kari May (Library Director), Claudine Taillac (Assistant Director, Public Services), Christopher Davis (Assistant Director, Support Services), Brynn Fogerty (Human Resources Manager) Ginny Auer (Foundation Director), Crystal Zastera (Operations Coordinator), Rick Leibowitz (Finance Manager), and Daisy Fields (Executive Assistant).

CALL TO ORDER/ROLL CALL/INTRODUCTIONS

President Shaw called the meeting to order at 4:10 p.m. and asked for a roll call. The Budget Committee and staff members were introduced.

CHAIRPERSON NOMINATION

MOTION: President Shaw moved to nominate JCLD Budget Committee Member Viki Brown as Budget Committee Chair. Budget Committee Member Gerri Davis seconded the motion. The motion was approved unanimously.

BUDGET OFFICER NOMINATION

MOTION: Director Turner moved to nominate Library Director Kari May as the Budget Officer. Keating seconded the motion. The motion was approved unanimously.

APPROVE PROPOSED AGENDA

Budget Committee Chair Brown asked if there were any questions regarding the proposed agenda. Hearing none, Brown asked the Budget Officer and Finance Manager to deliver the budget message.

BUDGET MESSAGE

Library Director May presented the JCLD 2021-2022 Budget Priorities and explained the Budget Structure (page 3). Leibowitz presented the purpose of the budget (page 7), and explained the budget process (page 8). Among the budget priorities (page 10) is to expand library services to provide greater outreach to our communities; develop a new strategic plan; increase mobile technology and ways JCLD can keep community members connected beyond the walls of our buildings.

May explained that the library continues to have a strong fiscal foundation; has successfully transitioned from contracts with LS&S for library operations and RVCOG for financial services; provided direct employment for library staff; and is ready to establish a new strategic direction. The Facilities

Master Plan will include plans to update aging buildings, ensuring that the public spaces provided will adapt to the future needs of the patrons. May presented the administrative structure and explained the proposal for new personnel to be hired as the need arises as libraries open up and offer expanded hours.

PRESENTATION OF THE PROPOSED BUDGET

Director May presented the Fiscal Year 2021-2022 Proposed Budget, beginning with a review of the property tax projections. May explained the general fund's budgeted expenditures for materials and services by department, as well as the plans for capital outlay. May reminded the Board and Committee that the budget was built on the proposed tax rate levy of \$0.52 taxable assessed value for operations.

COMMITTEE DISCUSSION

Budget Committee Member Keating asked about the possibility of reducing the tax rate levy to \$0.51; further discussion has been tabled until the Strategic Planning sessions can establish a better picture to help make an informed decision.

Budget Committee Member Cathy deWolfe asked about the plans for bringing security services in house and how it would work. Claudine Taillac described the plan to bring security in house, employing staff trained in social services and crisis intervention in order to increase efficiency and proactively model the Library's goals of creating a welcoming and safe environment for patrons and staff.

Budget Committee Member Keating asked about the necessity and costs for replacing the Library's computers. May explained that the Technology Plan calls for a 4-year replacement cycle for staff and public computers.

PUBLIC INPUT:

None given.

ADDITIONAL COMMITTEE DISCUSSION:

No further discussion took place.

APPROVE PROPOSED BUDGET

MOTION: JCLD Board Director Turner moved that the JCLD Budget Committee approve the budget for fiscal year July 1, 2021 to June 30, 2021 as presented in the budget documents, and also moved to approve property taxes for the 2021 – 2022 fiscal year at the rate of \$.052 per \$1000 of assessed value for the permanent rate. Director Kiefer seconded the motions. Both motions were approved unanimously.

NEXT MEETING

The next regular Board meeting will be held on Thursday, May 13, 2021.

ADJOURN

President Shaw adjourned the Budget Committee Meeting at 5:34 p.m.

/s/ Daisy A. Fields

Recording Secretary



June 10, 2021

Title: Pathway Custodial Services

From: Kari May, Library Director

Recommendation:

Staff recommends that the Board approve the attached proposal from Pathway Enterprises for janitorial and landscaping services for Fiscal Year 2021-2022. Approval of the proposal will authorize the Board President to sign the attached contract amendment on behalf of the District.

Budget Impacts:

The total estimated cost of Pathway's attached proposal is \$542,869.69 and includes janitorial services, window cleaning, floor cleaning, landscaping at select branches, and day porter services in Medford and Ashland. These costs are included in the District's FY21/22 proposed budget.

Policies, Plans, and Goals Supported:

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

Background and Additional Information:

JCLD entered into a contract for janitorial and landscaping services with Pathway Enterprises in 2015. The original contract term was 7/1/2015 through 6/30/2018, with the option for additional one-year extensions for up to five years.

Attachments:

- Amendment #1 to the Contract for services between JCLD and Pathway Enterprises
- Pathway Proposal FY 2021/2022
- Pathway – Total annual costs by location

AMENDMENT #2 TO THE CONTRACT FOR SERVICES BETWEEN THE JACKSON COUNTY LIBRARY DISTRICT AND PATHWAY ENTERPRISES, INC.

1. This is Amendment No. 2 to the Contract for Services dated June 4, 2015 (the "Contract"), between the Jackson County Library District ("District") and Pathway Enterprises, Inc. ("Pathway").
2. The purpose of this Amendment is to extend the term of the "Contract" through the end of the District's 2021/2022 fiscal year, modify the maximum annual compensation amount to the Contract, and update the Scope of Work to be performed by Pathway. This Amendment No. 2 shall supplant and supersede Amendment No. 1 entered into by the Parties on May 14, 2018.

The Agreement is hereby amended as follows:

Section 2, DESCRIPTION OF CONTRACTOR'S SERVICES AND DELIVERY SCHEDULE shall be amended to replace Exhibit A and Exhibit 1 with the revised Exhibit A and Exhibit 1, attached hereto.

The first sentence of Section 3, COMPENSATION, is hereby amended and replaced in its entirety with the following:

Payment for all work performed under this contract shall be made as set forth below from available and authorized District funds and shall not exceed the maximum sum of \$542,869.69.

The price schedule for work Pathway is authorized to perform under the Contract is attached hereto as Exhibit 1.

Section 4, DATE AND DURATION, shall remain as written but the following shall be added as a second paragraph:

The parties previously agreed to the extension of this Contract for additional periods of one (1) year each for the time periods from July 1, 2018 through June 30, 2019, July 1, 2019 through June 30, 2020, and July 1, 2020 through June 30, 2021. The Parties further mutually agree to the extension of this Contract for an additional period of one (1) year commencing on July 1, 2021 and expiring on June 30, 2022.

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

[Signatures to follow]

Exhibit A – Scope of Work

Provide custodial services to include general, window, and floor cleaning, as well as all cleaning supplies and equipment. Provide biohazard response and cleanup services during business hours, if requested. Provide day porter services in Medford and Ashland. Provide landscaping services at select facilities. Please see Exhibit 1 for a Detailed Scope of Work.

Pathway Enterprises, Inc. agrees to run criminal background checks on all personnel assigned to work in the libraries. Pathway further agrees to maintain records on all criminal background checks as evidence of “due diligence” and to provide copies of background clearance forms to the District, upon request.

Oregon Forward Proposal for Janitorial Services February 10, 2021

Jackson County Library District
Janitorial Services

The accompanying workbooks outline the pricing for the janitorial services for the Jackson County Library District. These workbooks were developed to incorporate changes in hourly rates and supply expenses. Pricing was developed utilizing the average wage rate paid to janitorial workers in the region as published by the Department of Labor in May 2019. Labor hour calculations remain unchanged.

Based on expense experience and published wage rates I determined the following price structure for this proposal:

Costing Category	Proposed 21-22 Annual	Current 20-21 Pricing	Difference
Daily Janitorial	465,580.74	436,914.40	28,666.50
Landscaping	22,893.62	21,952.8	940.82
Window Cleaning	21,765.62	21,028.68	736.94
Floor Services	32,629.71	32,297.16	332.55
Total	542,869.69	512,192.88	30,676.81

Overall, this work requirement results in an additional annual cost of \$30,676.81 or 5.98%. Additional price breakdowns are attached.

Please feel free to contact me with any questions or concerns regarding this proposal. I respond fastest to email and text messaging. My contact information is as follows:

Richard Simpson
rpspei@gmail.com
 Cell 541.601.4550





**ATTACHMENT A
PROPOSED 2021 - 2022**

Building	Total Annual					Total
	Billing Amount	Janitorial	Windows	Floors	Landscaping	
APPLEGATE	4,912.57	3,747.13	261.15	904.29		\$ 4,912.57
ASHLAND	129,086.59	108,450.55	3,686.50	3,014.29	13,935.25	\$ 129,086.59
BUTTE FALLS	7,279.07	2,810.35	261.15	226.07	3,981.50	\$ 7,279.07
CENTRAL POINT	13,873.69	11,241.39	522.30	2,110.00		\$ 13,873.69
EAGLE POINT	14,285.56	11,241.39	783.45	2,260.72		\$ 14,285.56
GOLD HILL	13,682.70	11,241.39	783.45	1,657.86		\$ 13,682.70
JACKSONVILLE	7,557.23	4,683.91	914.03	1,959.29		\$ 7,557.23
MEDFORD	280,177.33	265,325.54	9,200.00	5,651.80		\$ 280,177.33
PHOENIX	12,261.28	9,367.82	783.45	2,110.00		\$ 12,261.28
PROSPECT	9,608.15	3,747.13	130.58	753.57	4,976.87	\$ 9,608.15
ROGUE RIVER	13,803.50	9,367.82	1,044.60	3,391.08		\$ 13,803.50
RUCH	6,791.30	3,747.13	783.45	2,260.72		\$ 6,791.30
SHADY COVE	10,046.01	7,494.26	1,044.60	1,507.15		\$ 10,046.01
TALENT	9,601.65	6,557.48	783.45	2,260.72		\$ 9,601.65
WHITE CITY	9,903.07	6,557.48	783.45	2,562.15		\$ 9,903.07
ALL LIBRARIES	\$ 542,869.69	\$ 465,580.74	\$ 21,765.62	\$ 32,629.71	\$ 22,893.62	\$ 542,869.69



June 10, 2021

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

From: Kari May, Library Director

Recommendation:

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

Budget Impacts:

The contract includes a \$5/hour increase for services. The District has budgeted \$30,000 for legal services during FY2021-2022, and expected services will fall within budget.

Policies, Plans, and Goals Supported:

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

Background and Additional Information:

Jacquelyn Bunick has been the District's attorney since June 2018 and has been instrumental in working with the County and cities on the library buildings transfer.

Attachments:

Legal Services Contract

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

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

1. CONTRACTOR’S INFORMATION

NAME: JARVIS, DREYER, GLATTE & LARSEN, LLLP

ADDRESS: 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 \$235 per hour for general legal services; \$215 per hour for attendance at District meetings; and \$245 per hour for extraordinary services, as defined herein, and SHALL NOT EXCEED THE MAXIMUM SUM OF \$30,000.00. Reimbursable and other expenses of the Contractor shall be reimbursed by District as specifically provided herein as a supplementary condition.

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

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

- 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 Services' standard mileage rate.
- c. Interim payments shall be made to Contractor following District's review and approval of billings submitted by Contractor. Contractor will also submit copies of other billings for work performed under the contract when such bills are to be paid by other parties. These other billings are not subject to the maximum compensation amount of this contract.
 - d. Contractor shall not submit billings for, and District will not pay, any amount in excess of the maximum compensation amount of this contract, including any reimbursable and other expenses. If the maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify District's Library Director 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, 205 S Central Ave, Medford, OR 97501.
 - f. Payment and any protest shall be made within 30 days of receipt of the billing statement.

4. EFFECTIVE DATE AND DURATION

This Contract shall become effective on 07/01/2021 and approved as required by applicable law. Unless earlier terminated or extended, this contract shall expire on 06/30/2022, 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, pandemic, acts of God, or war where such cause was beyond, respectively, District's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

18. SEVERABILITY

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

19. WAIVER

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

20. EXECUTION AND COUNTERPARTS

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

21. PRIOR APPROVAL REQUIRED

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

22. NOTICE

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

Jackson County Library District
205 S. Central Ave.
Medford, OR 97501

Jarvis, Dreyer, Glatte & Larsen, LLP
823 Alder Creek Drive.
Medford, OR 97504

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

23. MERGER CLAUSE

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

24. CERTIFICATIONS/REPRESENTATIONS:

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

- (1) I carry out the labor or services at a location 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.

Contractor (Date)

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

Contractor (Date)

Title: _____

Jackson County Library District (Date)

Title: _____

Exhibit A SCOPE OF WORK

Description of Contractor's Services and Delivery Schedule:

LEGAL SERVICES FOR LIBRARY DISTRICT



June 10, 2021

Title: SOHS Contract Extension

From: Kari May, Library Director

Recommendation:

The Library Director recommends approving Amendment 2 to the contract with Southern Oregon Historical Society.

Budget Impacts:

The contract amount is \$39,000, which is included in the FY2021/2022 budget.

Policies, Plans, and Goals Supported:

This agreement reflects the District's commitment, as outlined in the Strategic Plan, to partner with organizations whose missions and activities serve to enhance the library's services, programs, and spaces.

Background and Additional Information:

Attachments:

SOHS Contract Extension

**AMENDMENT #2 TO THE AGREEMENT BETWEEN THE JACKSON COUNTY LIBRARY DISTRICT
AND THE SOUTHERN OREGON HISTORICAL SOCIETY**

1. This is Amendment No. 2 to the Agreement dated June 10, 2021, between the Jackson County Library District (“District”) and the Southern Oregon Historical Society (“SOHS”).
2. The purpose of this Amendment is to extend the Agreement through the end of the District’s 2021/2022 fiscal year.
3. In connection with this Amendment #2, the parties hereby acknowledge that the Agreement was previously amended pursuant to Amendment #1 dated February 26, 2018, which served to extend the term of the Agreement to June 30, 2019. The parties hereby further acknowledge that from July 1, 2019 through present, the parties have honored the terms of the Agreement without executing a formal amendment extending the term of the Agreement to apply to this time range.
4. The Agreement is hereby amended as follows:

Section 2, DURATION, is hereby replaced in its entirety with the following:

2. **DURATION.** Except for earlier termination as provided herein, the term of this Agreement commences upon approval and execution by both JCLD and SOHS and terminates ~~one year from the Effective Date~~ on June 30, 2022, unless extended in writing as provided for herein. JCLD may extend this Agreement by notifying SOHS in writing that it intends to extend the Agreement. The extension shall be effective upon written consent by SOHS to the extension under terms and conditions mutually agreeable to the Parties.

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

Cathy Shaw Date
Board President
Jackson County Library District

Douglas M. McGeary Date
President
Southern Oregon Historical Society

Approved as to legal sufficiency:

Jacquelyn Bunick, Legal Counsel



June 10, 2021

Title: MOUs for Installation of Emergency Boxes

From: Kari May, Library Director

Recommendation:

The Library Director recommends approval of the attached Memorandums of Understanding with Max’s Mission and the City of Central Point to allow the installation of Emergency Boxes at all branch libraries to house and provide free access to Naloxone, a medication that reverses opioid overdose.

Budget Impacts:

None

Policies, Plans, and Goals Supported:

The installation of emergency boxes supports the District’s strategic objective to provide safe and welcoming spaces for people of all ages, cultures, and backgrounds to connect with others and to engage in individual pursuits.

Background and Additional Information:

Currently, Jackson County remains in an “overdose alert” after a string of accidental opioid overdose deaths early in the year. In fact, since the beginning of the COVID-19 pandemic opioid-related overdoses have increased locally, statewide, and nationally. Public health authorities, including Jackson County Health and Human Services, have suggested that increased naloxone distribution can be one of the primary mitigation strategies to combat the increasing number of accidental opioid overdose deaths. This is why the Library, as a barrier-free community gathering place, was approached by Max’s Mission to house the emergency opioid kits. Naloxone is not only efficacious in preventing opioid overdose death but is generally safe and easy to use. Individuals that administer Naloxone in good faith are protected by Oregon’s Good Samaritan laws from civil prosecution.

Max’s Mission is a non-profit organization that is dedicated to saving lives in Southern Oregon through the distribution of naloxone, installation of opioid emergency kits, and training on how to use naloxone. Max’s Mission is supported by an Oregon Community Foundation Grant and

currently has seven publicly accessible opioid emergency kits that contain naloxone, a medication that reverses opioid overdose, that they regularly maintain and refill throughout Jackson County. With an agreement between Max's Mission and Jackson County Library District, these opioid emergency kits will be installed outdoors at all library facilities. Max's Mission will be responsible for replacing and filling damaged or empty opioid emergency kits.

Because the Library leases the building in Central Point from the City of Central Point, a separate agreement for the installation of an emergency box at that location is required.

Attachments:

- City of Central Point MOU
- Max's Mission MOU

AGREEMENT *between*
Jackson County Library District
and the City of Central Point

This agreement (hereinafter "Agreement") is entered into by and between the Jackson County Library District (hereinafter "JCLD") and the City of Central Point.

Recitals

- A. In 2014, voters approved the creation of the Jackson County Library District, a library district organized under Chapters 198 and 357 of the Oregon Revised Statutes, as a replacement for the Jackson County Public Library System. JCLD's mission is to connect everyone to information, ideas, and each other.
- B. In fulfillment of its stated mission, JCLD's libraries are central features in the community which are known to and frequented by many people.
- C. The opioid epidemic has posed a health risk to Jackson County for many years. At present, Jackson County is under an "overdose alert" issued by Jackson County Public Health amid continued accidental doses of opioids.
- D. Max's Mission, an Oregon non-profit, plans to provide to JCLD for installation publicly accessible opioid emergency kits, which include doses of Narcan, in boxes outside of each of JCLD's library locations, some of which are located within the limits of the City of Central Point, to provide for better access to the community of the life-saving drug.
- E. JCLD desires to facilitate the installation of the opioid emergency kits by Max's Mission and the City of Central Point desires to do the same for JCLD facilities located within its limits.
- F. JCLD leases its facilities within the city limits of Central Point from the City of Central Point.
- G. JCLD and the City of Central of Point desire to enter into this Agreement to clarify their respective roles and responsibilities regarding the installation and maintenance of the boxes and emergency kits at JCLD facilities within the limits of the City of Central Point.

Agreements

NOW THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by JCLD and the City of Central Point as follows:

- 1.0 Recitals. The Recitals, provided above, are incorporated herein.
- 2.0 Installation of Boxes. Commencing on or about June 1, 2021, Max's Mission shall provide to JCLD boxes to house opioid emergency kits (hereinafter each individually an "Emergency Box" or collectively "Emergency Boxes") for installation at the JCLD

branch location in the City of Central Point. The City of Central Point shall not be responsible for any expense related to the installation, replacement, or repair of Emergency Boxes and/or property damage to areas immediately surrounding the Emergency Boxes.

- 3.0 Supply of Kits. Commencing on or about June 1, 2021, Max's Mission shall be permitted to stock opioid emergency kits, containing Narcan (hereinafter each individually an "Emergency Kit" or collectively "Emergency Kits") in the Emergency Boxes. The City of Central Point shall not be responsible for supplying, restocking, or monitoring the Emergency Kits or the Emergency Boxes.
- 4.0 Indemnification. JCLD shall defend, save, hold harmless, and indemnify the City of Central Point and its elected officials, officers, employees, agents, and volunteers from all third party claims, suits, or actions of whatever nature, whether actual, threatened, or alleged, including but not limited to personal injury, death, property damage and incidental and consequential damages, resulting from or arising out of the activities of Max's Mission and/or JCLD or their officers, employees, agents, volunteers, or use or attempted use of the Emergency Boxes on JCLD's buildings and/or Emergency Kits from the Emergency Boxes on JCLD's buildings, located in the City of Central Point, by third parties, or otherwise arising out of or in connection with this MOU, including activities which occur on or in facilities leased by JCLD within the City of Central Point.
- 5.0 No Partnership. Nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between JCLD and the City of Central Point. It is understood that neither Max's Mission nor JCLD is an agent or employee of the City of Central Point with respect to any acts or omissions hereunder.
- 6.0 Term. The term of this Agreement shall commence on June 1, 2021 and continue for a period of one (1) year, terminating on May 31, 2022. The term of this agreement shall renew automatically for subsequent periods of one (1) year unless the separate agreement between Max's Mission and JCLD to install and maintain the Emergency Boxes and Emergency Kits terminates sooner or if JCLD's lease of its facilities located within the City of Central Point is terminated.
- 7.0 Repair of JCLD Facilities. JCLD shall accept responsibility for repairing any physical damage to any JCLD facilities within the City of Central Point resulting from the use of or removal of the Emergency Boxes and Emergency Kits as well as any vandalism to the Emergency Boxes and Emergency Kits and/or the immediately surrounding area.
- 8.0 Removal of Emergency Boxes. Upon termination of JCLD's agreement with Max's Mission or termination of JCLD's lease agreement with the City of Central Point, JCLD shall be responsible for removing any Emergency Boxes or Emergency Kits from JCLD facilities within the City of Central Point and restoring the immediately surrounding area to its original condition.
- 9.0 Survival. The provisions of Section 4.0 shall survive the termination of this Agreement.

10.0 Compliance with Laws. JCLD shall comply with all federal, state, and local laws and ordinances as applicable under the terms of this Agreement.

11.0 Miscellaneous Provisions

11.1 Annual review and amendment of Agreement. JCLD and the City of Central Point agree that this Agreement will be reviewed on an annual basis. This Agreement may only be amended by a writing signed by the parties.

11.2 Governing law. This Agreement shall be governed by Oregon law.

11.3 Time is of the Essence. Time is of the essence for the performance of all responsibilities contemplated under this Agreement.

11.4 Counterparts. This Agreement may be exercised in counterparts, each of which shall be an original, all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set for below.

JACKSON COUNTY LIBRARY DISTRICT

By: Catherine M. Shaw
Title: Board President

Date: _____

Approved as to legal sufficiency:

Jacquelyn Bunick, Library District Counsel

CITY OF CENTRAL POINT

By: Chris Clayton
Title: City Manager

Date: _____

Approved as to legal sufficiency:

Sydnee Dreyer, Counsel for the City of Central Point

AGREEMENT *between*
Jackson County Library District
and the Max's Mission

This agreement (hereinafter "Agreement") is entered into by and between Jackson County Library District (hereinafter "JCLD") and Max's Mission, an Oregon non-profit organization (hereinafter "Max's Mission").

Recitals

- A. In 2014, voters approved the creation of the Jackson County Library District, a library district organized under Chapters 198 and 357 of the Oregon Revised Statutes, as a replacement for the Jackson County Public Library System. JCLD's mission is to connect everyone to information, ideas, and each other.
- B. In fulfillment of its stated mission JCLD's libraries are central features in the community which are known to and frequented by many people.
- C. The opioid epidemic has posed a health risk to Jackson County for many years. At present, Jackson County is under and "overdose alert" issued by Jackson County Public Health amid continued accidental doses of opioids.
- D. Max's Mission, an Oregon non-profit, was founded in 2016 with a mission of making Narcan, a brand of naloxone, an opiate overdose antidote medication, available at no cost to help save lives.
- E. Max's Mission desires for Max's Mission to install publicly accessible opioid emergency kits, which include doses of Narcan, in boxes outside of each of JCLD's library locations to provide for better access to the community of the life-saving drug.
- F. JCLD desires to authorize and facilitate the installation of the opioid emergency kits by Max's Mission.
- G. JCLD and Max's Mission desire to enter into this Agreement to clarify their respective roles and responsibilities regarding the installation and maintenance of the boxes and emergency kits at JCLD facilities.

Agreements

NOW THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by JCLD and Max's Mission as follows:

- 1.0 Recitals. The Recitals, provided above, are incorporated herein.
- 2.0 Installation of Boxes. Commencing on or about June 1, 2021, Max's Mission shall provide JCLD with boxes to house opioid emergency kits (hereinafter each

individually an “Emergency Box” or collectively “Emergency Boxes”) at JCLD branch locations. JCLD shall be solely responsible for all expense and labor involved to install the Emergency Boxes. JCLD shall determine the location for each Emergency Box. Max’s Mission shall, at no cost to JCLD, replace or repair any stolen or damaged Emergency Boxes in a timely manner.

- 3.0 Supply of Kits. Commencing on or about June 1, 2021, Max’s Mission shall be permitted to stock opioid emergency kits, containing Narcan (hereinafter each individually an “Emergency Kit” or collectively “Emergency Kits”) in the Emergency Boxes. Max’s Mission shall be solely responsible for supplying the Emergency Kits and any and all costs associated with them. Max’s Mission shall be solely responsible for monitoring the Emergency Boxes and determining when Emergency Kits need to be replaced. JCLD shall have no responsibility for monitoring the Emergency Boxes or the Emergency Kits.
- 4.0 Indemnification. Max’s Mission shall defend, save, hold harmless, and indemnify JCLD and its elected officials, officers, employees, agents, and volunteers from all third party claims, suits, or actions of whatever nature, whether actual, threatened, or alleged, including but not limited to personal injury, death, property damage and incidental and consequential damages, resulting from or arising out of the activities of Max’s Mission or its officers, employees, agents, volunteers, or use or attempted use of the Emergency Boxes on JCLD’s buildings and/or Emergency Kits from the Emergency Boxes on JCLD’s buildings by third parties, or otherwise arising out of or in connection with the MOU, including activities which occur on or in facilities owned or leased by JCLD, unless the claim, suit, or action is the result of the negligence or willful misconduct of the District, its elected officials, officers, employees, or agents.
- 5.0 No Partnership. Nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between JCLD and Max’s Mission. It is understood that Max’s Mission is not an agent or employee of JCLD with respect to any acts or omissions hereunder.
- 6.0 Insurance. In addition to any insurance coverages required by law, Max’s Mission shall agree to maintain during the duration of the terms of this Agreement and any renewal terms of this Agreement, general liability insurance of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate. Such coverage shall name JCLD, its agents, employees, elected officials, officers, boards, and commissions as additional insureds and shall include contractual liability coverage for the indemnity provided under this Agreement.
- 7.0 Certificates of Insurance. With respect to the insurance coverages provided for in Section 6.0, above, Max’s Mission shall agree to furnish acceptable insurance certificates prior to installation of Emergency Boxes or placement of Emergency Kits, per this Agreement. Max’s Mission shall agree to notify JCLD in the event of any change or reduction in insurance coverage and furnish certificates in evidence thereof.
- 8.0 Term. The term of this Agreement shall commence on June 1, 2021 and continue for a period of one (1) year, terminating on May 31, 2022. The term of this agreement shall renew automatically for subsequent periods of one (1) year unless either party desires to sooner terminate the agreement as provided for in Section 9.0, below.

- 9.0 Termination. This Agreement may be terminated at any time, without cause, by either party. Upon provision of written notice of termination, Max's Mission shall remove the Emergency Kits from the Emergency Boxes within 10 calendar days and shall remove the Emergency Boxes from the buildings within 30 calendar days.
- 10.0 Survival. The provisions of Section 4.0 shall survive the termination of this Agreement.
- 11.0 Compliance with Laws. Max's Mission shall comply with all federal, state, and local laws and ordinances as applicable under the terms of this Agreement.
- 12.0 Acknowledgment/Waiver of Damages. MAX'S MISSION HEREBY EXPRESSLY ACKNOWLEDGES THAT JCLD IS PERMITTING THE INSTALLATION OF THE EMERGENCY BOXES AND EMERGENCY KITS AS A SERVICE TO THE COMMUNITY. IN CONSIDERATION FOR THIS SERVICE IN FURTHERANCE OF MAX'S MISSION, MAX'S MISSION EXPRESSLY WAIVES ITS RIGHTS TO ANY DAMAGES, COMPENSATION, OR OTHER AVAILABLE LEGAL REMEDY IN THE EVENT OF THE EARLY TERMINATION OF THIS AGREEMENT BY JCLD.
- 13.0 Miscellaneous Provisions
- 13.1 Annual review and amendment of Agreement. JCLD and Max's Mission agree that this Agreement will be reviewed on an annual basis. This Agreement may only be amended by a writing signed by the parties.
- 13.2 Governing law. This Agreement shall be governed by Oregon law.
- 13.3 Time is of the Essence. Time is of the essence for the performance of all responsibilities contemplated under this Agreement.
- 13.4 Counterparts. This Agreement may be exercised in counterparts, each of which shall be an original, all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set for below.

[Signatures to follow]

JACKSON COUNTY LIBRARY DISTRICT

By: Catherine M. Shaw
Title: Board President

Date: _____

Approved as to legal sufficiency:

Jacquelyn Bunick, Library District Counsel

MAX'S MISSION, LLC

By:
Title:

Date: _____

RESOLUTION: 2021-07

A RESOLUTION ADOPTING FISCAL YEAR 2021-2022 BUDGET, MAKING APPROPRIATIONS, IMPOSING AND CATEGORIZING TAXES

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

1. The Jackson County Library District Budget Committee approved the Fiscal Year 2021-2022 budget on May 10, 2021.
2. The notice of this budget hearing (Form LB-1) was published in the Mail Tribune on June 3, 2021, and posted on the District’s website on June 3, 2021.

BE IT RESOLVED:

1. Adopting the Budget. That the Board of Directors of the Jackson County Library District hereby adopts the Budget approved for Fiscal Year 2021-2022 in the total of \$27,973,499* now on file at the Jackson County Library District’s Business Office in Medford, Oregon.
*Aggregate sum of budget requirements for all funds.
2. Making Appropriation. That the amounts for the Fiscal Year beginning July 1, 2021 and for the purposes shown below are hereby appropriated:

GENERAL FUND

Personnel Services	\$ 8,088,533
Materials & Services	\$ 4,596,432
Capital Outlay	\$ 600,000
Interfund Transfers	\$ 50,000
Contingency	\$ 500,000
Total Appropriations	\$13,834,965

CAPITAL IMPROVEMENT FUND

Materials & Services	\$ 600,000
Capital Outlay	\$ 1,200,000
Total Appropriations	\$ 1,800,000

GRANT FUND

Personnel Services	\$ 200,000
Materials & Services	\$ 650,000
Capital Outlay	\$ 250,000
Total Appropriations	\$ 1,100,000

Total Appropriations – All Funds \$ 16,734,965

Total Unappropriated Ending Fund Balance \$ 11,238,534

Total Budget \$ 27,973,499

3. Imposing and Categorizing the Tax. That the Board of Directors of the Jackson County Library District hereby imposes the taxes provided for in the adopted budget at the rate of \$.52 per \$1,000 of assessed value for operations, and that these taxes are hereby imposed for the tax year 2021-2022 upon the assessed value of all taxable property within the District as follows:

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

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

The above resolution was approved by the Board of the Jackson County Library District and declared adopted this 10th day of June, 2021.

By:

Attest:

Board President

Recording Secretary

Board Vote:

Cathy Shaw _
Susan Kiefer _
George Prokop _
Jill Turner _
Eric Dziura _

FORM LB-1

NOTICE OF BUDGET HEARING

A public meeting of the Jackson County Library District will be held on June 10, 2021 at 4:00 pm at the Medford Library, 205 South Central Ave, Medford, Oregon. The meeting will also be available via Zoom video conference. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2021 as approved by the Jackson County Library District Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at the Business Office, 205 South Central Ave, Medford, Oregon, between the hours of 9:00 a.m. and 4:00 p.m. or online at <http://www.jcls.org>. This budget is for an annual budget period. This budget was prepared on the modified accrual basis of accounting that is the same as the preceding year.

Contact: Rick Leibowitz, Finance Manager

Telephone: 541-774-8679

Email: rleibowitz@jcls.org

FINANCIAL SUMMARY - RESOURCES			
TOTAL OF ALL FUNDS	Actual Amount 2019-2020	Adopted Budget This Year 2020-2021	Approved Budget Next Year 2021-2022
Beginning Fund Balance/Net Working Capital	11,995,699	13,384,239	15,600,000
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	38,408	34,000	30,000
Federal, State and all Other Grants, Gifts, Allocations and Donations	694,577	514,075	356,500
Revenue from Bonds and Other Debt			
Interfund Transfers / Internal Service Reimbursements	2,050,000	1,343,085	50,000
All Other Resources Except Current Year Property Taxes	486,674	829,830	513,500
Current Year Property Taxes Estimated to be Received	10,770,658	10,720,995	11,423,499
Total Resources	26,036,016	26,826,224	27,973,499

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION			
Personnel Services	153,883	6,700,950	8,288,533
Materials and Services	9,571,643	6,046,493	5,846,432
Capital Outlay	483,906	6,920,864	2,050,000
Debt Service	0	0	0
Interfund Transfers	2,050,000	1,343,085	50,000
Contingencies		750,000	500,000
Special Payments			
Unappropriated Ending Balance and Reserved for Future Expenditure	13,776,584	5,064,832	11,238,534
Total Requirements	26,036,016	26,826,224	27,973,499

FINANCIAL SUMMARY - REQUIREMENTS AND FULL-TIME EQUIVALENT EMPLOYEES (FTE) BY ORGANIZATIONAL UNIT OR PROGRAM *			
Name of Organizational Unit or Program FTE for that unit or program			
Jackson County Library District Resources	26,036,016	26,826,224	27,973,499
FTE	2.0	101.7	120.3
Total Requirements	26,036,016	26,826,224	27,973,499
Total FTE	2.0	101.7	120.3

STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING *

On May 24, 2014, the Jackson County voters approved the formation of a special district named Jackson County Library District ("District") with a permanent rate tax cap of \$.60/\$1,000 of assessed value. Until June, 30, 2020 the District contracted for most of its services. The previous year adopted budget was the first year of the District having employees (101.7 FTE). This resulted in the increase in personnel costs over the previous year and the reduction of materials & services (terminating the contract with LS&S to manage library operations). In this budget, there is an anticipation of returning to full hours of operations. The major contracts for this budget year include the following: building maintenance and landscaping (Jackson County Facility Maintenance); custodial services and supplies (Pathway Enterprises); network, internet/wireless access (Hunter Communications) and telephone voice services (TouchPoint and InfoStructure). The budget also includes a transfer of \$50,000 to a Capital Improvement Fund. This is the fifth year that the District has included a transfer to this fund.

PROPERTY TAX LEVIES			
	Rate or Amount Imposed 2019-2020	Rate or Amount Imposed This Year 2020-2021	Rate or Amount Approved Next Year 2021-2022
Permanent Rate Levy (rate limit 0.60 per \$1,000)	.52	.52	.52
Local Option Levy			
Levy For General Obligation Bonds			

STATEMENT OF INDEBTEDNESS		
LONG TERM DEBT	Estimated Debt Outstanding on July 1.	Estimated Debt Authorized, But Not Incurred on July 1
General Obligation Bonds	\$0	\$0
Other Bonds	\$0	\$0
Other Borrowings	\$0	\$0
Total	\$0	\$0

* If more space is needed to complete any section of this form, insert lines (rows) on this sheet. You may delete blank lines.

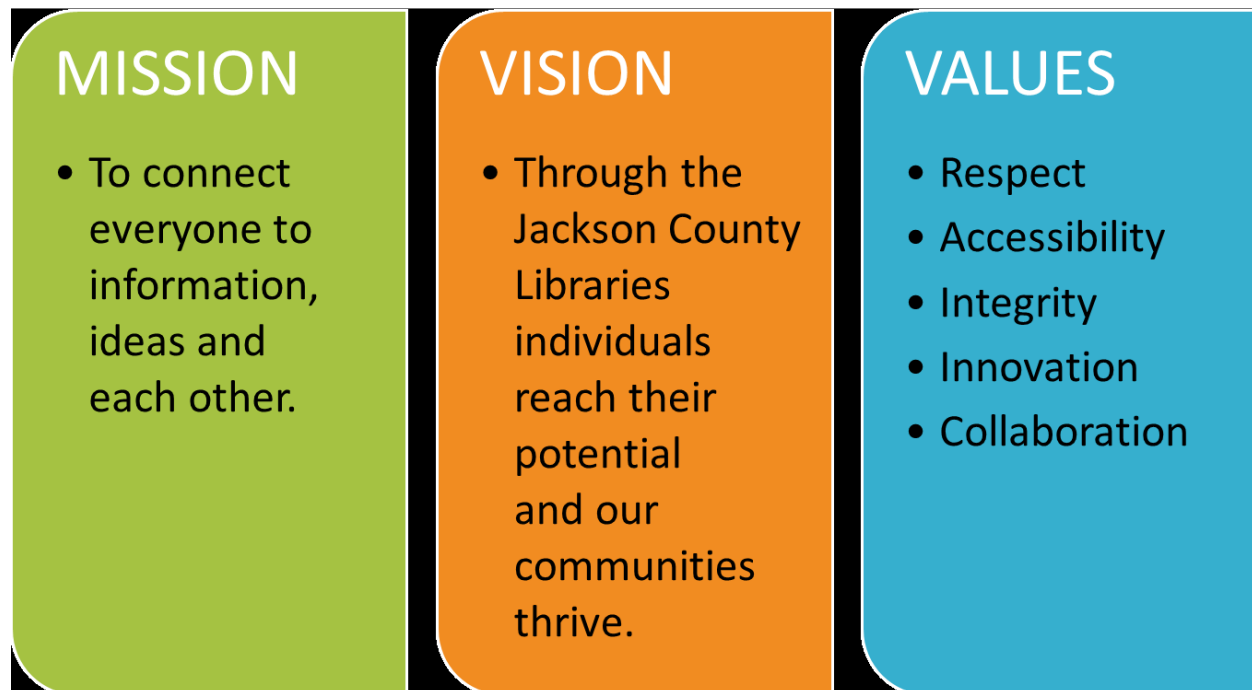


Jackson County Library District 2021-2022 Budget

2021-2022 Budget

Introduction

Jackson County Library District was formed in 2014 to serve the needs of all Jackson County residents through its fifteen branch libraries. The first library system in the County was created in 1919 when the Medford Library Board contracted with the County to serve as the hub for eight other library branches. As a department of Jackson County, the system expanded in the 1970s to the 15 branch libraries still in operation today. The formation of the Library District in 2014 secured a dedicated tax base for library funding. The Library just celebrated 100 years of services and is positioning itself for the next 100 years.



The 2021-2022 budget is being presented after completing the first three quarters of the operating year outside of the LS&S management contract. All team members are now staffed by the Library District. This year also marked the first year that the Library District took ownership of the land, buildings, and improvements that were previously held by Jackson County.

The team that contributed to putting together this budget adopted a zero-based budgeting approach. That means that each member was tasked with first establishing what is needed to provide the best value to the communities served. Historic information was utilized to help support forecasting, and limitations were established to ensure good stewardship of the resources that have been made available to Jackson County Library District (JCLD).

Budget Message

Three words can encapsulate JCLD's response to 2020: adaptability, resilience, and heart. As we headed into the new fiscal year, we already had one large task ahead of us: the successful transition from a ten-year plus contract with Library Systems & Services (LS&S) to having all staff directly employed by the District. Then the pandemic hit, and libraries were shut down. Most staff worked from home, and we quickly pivoted to provide more online library services. We enhanced our digital collections, provided virtual reference and digital assistance, and learned how to conduct programs via the Zoom platform. We learned that our staff—and our communities—are resilient and will rise to the occasion.

The library responded to the social and racial injustices that were brought to the nation's attention with the death of George Floyd in Minnesota, prompting the District to issue a statement against systemic injustice (<https://jcls.org/2020/06/05/jcls-stands-against-systemic-injustice/>). The Library invested in an in-depth training series for staff to incorporate Equity, Diversity, and Inclusion as a core value.

We did not have much time to rest on our laurels before catastrophe struck on September 8 with the most devastating fires to impact Jackson County in recent memory. Over 2,500 homes and businesses were destroyed in Phoenix and Talent, and wildfires in the northeastern part of the county disrupted services in Butte Falls, Shady Cove, and Prospect for several days. Three staff members lost their homes, and many were temporarily evacuated. All of the library buildings survived the fires, and patrons contacted us soon after the fires to make sure we were ok. I visited libraries in the weeks after the fires and witnessed firsthand the role that our libraries were playing in the recovery of individuals' lives after the fires. Hundreds of fire victims came to the library to find and print vital documents they had lost. One staff member remarked that she always knew that library services were essential, but the response to the fires illustrated how true that statement really was.

We pivoted, and pivoted again. Students were learning remotely, and parents and educators alike needed resources to help them embrace this new normal. The Library hired an Education Services Specialist who became a liaison to the school districts and educators.

In April 2021, the library launched a new catalog, replacing the legacy system we had used for over twenty years. The new system, Koha and Aspen Discovery, is built on open source software and is adaptable and flexible to the changing needs of library services in the 21st century. The catalog allows us to continue to offer transformative library services. The Library also launched a new website, featuring a clean new design and responsive technology that adapts to display on laptops, tablets, and cell phones. It is built on a platform that easily allows staff to keep content updated and therefore responsive to community needs.

In August 2020, the Library Board adopted an 18-month Strategic Roadmap to guide the library through what we hope is the tail-end of the current pandemic. The Board and staff recognize that the library is a trusted resource in the community where individuals can find factual information that impacts their daily lives. In 2020, the library provided information about the decennial United States Census, the regular November election, and wildfire and pandemic information.

Kari May



Budget Priorities

- Expand services to provide greater outreach to our communities. The Library plans a combination of increased hours at some branches, along with technology that can enhance and provide access to library services outside of normal operating hours. Some possible innovations in service delivery being considered are book vending machines and book lockers, as well as an enhanced digital materials collection.
- Develop a 3-5 Year Strategic Plan that assesses community needs to guide priorities for service delivery, library materials, staffing, and facilities improvements.
- With a recognition that the pandemic changed the dynamics of community gathering places, revisit mobile technology and ways JCLD can keep community members connected beyond the walls of our buildings.

Budget Structure

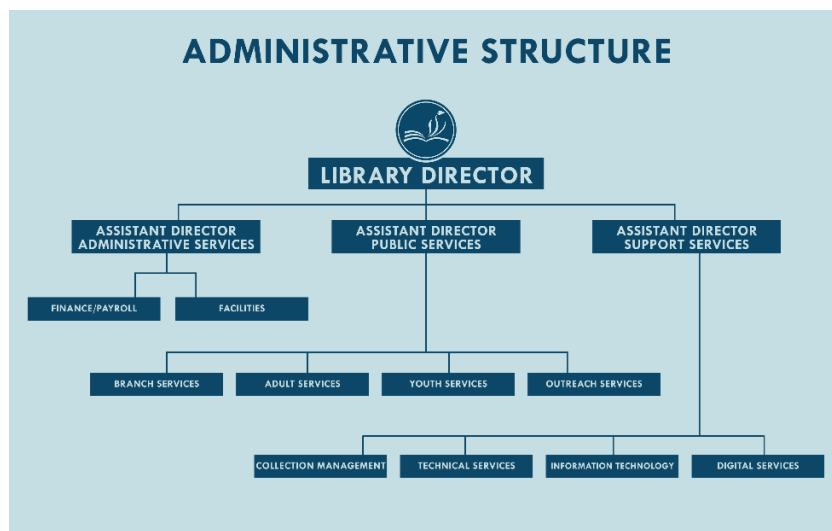
As required by Oregon State Budget Law, the budget presented is structured by funds. A “Fund” is a self-balancing set of accounts used to estimate **resources** (Revenues, Transfers In, Beginning Fund Balance) and **requirements** (Expenses, Capital Outlay, Transfers Out, Ending Fund Balance). The total resources and total requirements must always balance.

JCLD currently has three funds presented in this budget:

- **General Fund** – general operations of the district
- **Miscellaneous Grants Fund** – established last year, this fund tracks all restricted donations/gifts/grants provided to JCLD
- **Capital Improvement Fund** – this is a “reserve” fund that was established for planned improvements to the facilities and property acquired by JCLD

The Library operates with four core “function” areas. These are:

1. Public Services (community-interacting services)
2. Support Services (IT, technical services and material acquisitions)
3. Library Administration (Library Director, Marketing)
4. Administrative Services (HR, Facilities, Finance)



Proposed Budget

JCLD uses a modified accrual method of accounting. In strict accrual accounting, revenues are recognized when they become available and measurable, and expenses are incurred when liabilities are incurred. In the modified accrual accounting method, a few exceptions are made to better reflect the cash-based timing of receipt of resources or the disbursement of requirements. Most of the information in this document focuses on the General Fund, as that is where most activity takes place.

In the budget sheets, the proceeding budgeted year is presented, along with the preceding two years of audited activity. The budgeted year shows the previous adopted amounts. The audited beginning fund balance is \$1.2M higher than what was budgeted. Considering spending trends at this point of budget development, the presented beginning fund balance of just over \$8.9M is the current estimate of carryover resources expected.

Revenues

Total operating Revenues are budgeted at \$12,062,499 for the 2021-22 fiscal year in the General Fund. This would add to the beginning fund balance and yield about \$20.9M of resources for the annual budget. Most of the operating revenue for the General Fund for JCLD comes from the collection of property taxes. The property taxes are computed by total assessed value of properties in the district multiplied by the District Tax Levy of 0.52 mills (.00052% of assessed value). The proposed budget recommends maintaining the same assessment rate of 0.52.

In creating estimations for the 2021-22 budget, JCLD needed to take into consideration the fact that devastating fires destroyed approximately 2,500 residences and businesses near the beginning of this fiscal year, resulting in a loss of close to \$250M in assessed value, as well as greatly impacting the lives many of our community members.

Still, recovery is taking place with new construction and an increase in property values due to the desirability of Southern Oregon. These factors create a low vacancy rate that has driven home value up. The chart below shows the basis for property tax revenues in this year's budget. While the 2020-21 amount is still a projection at this time, over 97% of the amount projected has been received and total collections are expected to exceed the budgeted amount.

Jackson County Library District Operating Levy Projection

January 2021 Assessed Value	\$ 22,634,512,533
Growth	4.44%
January 2022 Estimated Value	\$ 23,370,496,342
Rate	0.52
Gross Levy	\$12,152,658
Net Collection Rate	94.0%
Estimated taxes to be received	\$ 11,423,499

Table 1 - Property Tax Estimates

The assumption used for the 2021-22 budget for tax collections is 4.44% growth rate in assessed value. This rate reflects an increase in both assessed property value and inventory of new housing units, while taking into consideration the loss of properties from the fire. The 94% collection rate being utilized is based on the State average. Jackson County has traditionally performed slightly better than average in collections, but JCLD is using this rate to be conservative in projections.

Other income sources have been reduced in the General Fund based on the following factors:

- Rogue Community College (RCC) terminated use of leased space at the Medford Library
- Migration of the Integrated Library System (ILS) that reduces the contract with RCC significantly
- All restricted funds and grants are now being shown in the Miscellaneous Grants Fund

Expenses

Following Oregon Budget Law, expenses are broken down into three major categories:

1. Personnel
2. Materials & Services
3. Capital Outlay

In the General Fund, more detailed expense categories are provided. Expense categories will be summarized for future presentations in a more concise and understandable budget document. Detail will always be available for Board, committee, and community members who wish to have greater insights into the budget process. Following is a summary of some of the presentation changes that will be made:

- Personnel will be presented by functional area in the budget sheets. The total budgeted amounts from last year are presented in Table 2 to provide greater detail of the positions budgeted moving forward and FTE requirements.
- We are removing the following accounts: "Administrative Services," "Transition expenses," "LS&S Contract," "Comic Con," "Strategic Plan," "JCLF contract," "Branch Support," and all previous grant-specific expenses, which will now be summarized in the grant fund and according to expenditure type (personnel/materials & services/capital outlay).
- "Mileage" will be consolidated with other "Travel" expenses for presentation.
- Major "B-7s" Repair will either be classified as "Capital Outlay" or "Repairs/Maintenance" depending on size of repair.
- "Landscape Services" and "Maintenance Services" are presented as part of "Custodial Services."
- "Electricity," "Natural Gas," "Garbage Services," "Municipal Assessments," "Water & Sewer Services," "Street & Storm Drain Fees," and "Alarm Services" will be presented as "Utilities."
- All "Telecom" related line items will be presented as a single expense.

Summary of Expenditures

Total expenditures are expected to be \$13,834,965 in 2021-22. Of this, \$600,000 is a placeholder for Capital Outlay that may be suggested upon completion of the Facilities Master Plan. A \$500,000 contingency is also included, which represents 3.6% of the expense budget. Considering the capital outlay is for deferred maintenance/building improvements and the contingency is not expected to be necessary, the operating expenses are planned to be at about \$12.6M, which is in line with the operating revenues expected for the year.

Materials & Services

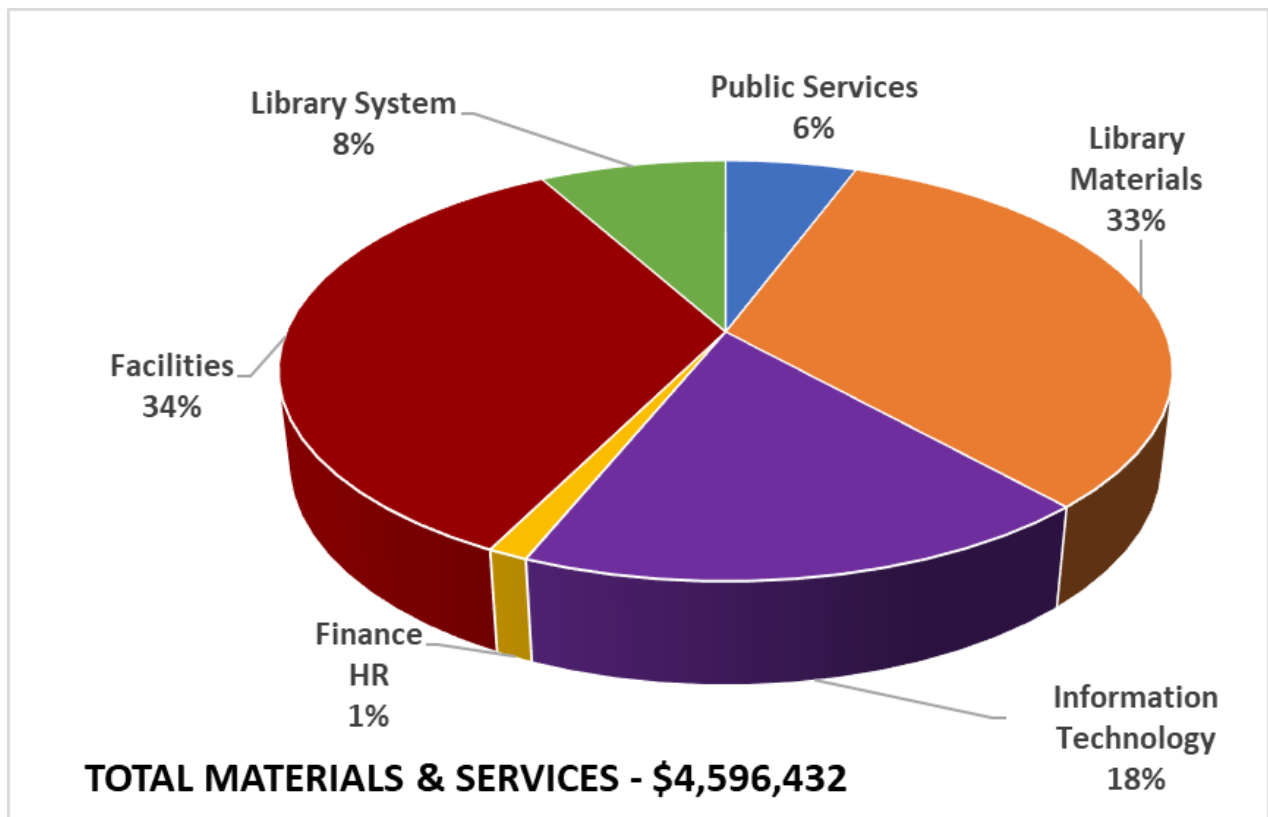


Table 2: Breakdown of Materials & Services by Department

Personnel

Existing Positions	FTE	Dept	Additional Positions	New FTE	New Dept
Accounting & Payroll Specialist	2.0	Admin	Librarian II	1	Public
Administrative Assistant	0.5	Admin	Area Manager	1	Public
Adult Services Coordinator	1.0	Public	Library Specialist	2	Public
Area Manager	4.0	Public	Library Clerk	2	Public
Assistant Director	3.0	Pub/Sup/Adm	Courier	1	Support
Branch Manager	8.4	Public	IT Manager	1	Support
Circulation Supervisor	2.0	Public	HR Specialist	1	Admin
Courier	2.0	Support	Marketing Specialist	1	Admin
Digital Services Specialist	4.0	Support	Library Specialist	2	Public
Digital Services Supervisor	1.0	Support	Library Professional	1.4	Public
Executive Assistant	1.0	Library Admin	Library Paraprofessional	5.2	Public
Finance Manager	1.0	Admin			
Foundation Executive Director	1.0	Library Admin			
Human Resources Assistant	1.0	Admin			
Human Resources Manager	1.0	Admin			
IT Manager	1.0	Support			
IT Technician	1.0	Support			
Librarian (Specialist)	2.0	Public			
Librarian I	7.8	Public			
Librarian II	3.0	Public			
Library Associate	24.5	Public			
Library Clerk	5.5	Public			
Library Director	1.0	Library Admin			
Library Specialist	11.0	Public			
Marketing Coordinator	1.0	Library Admin			
Marketing Specialist	1.0	Library Admin			
Network Administrator	1.0	Support			
On-Call Substitutes	2.5	Public			
Operations Coordinator	1.0	Admin			
Social Worker	1.0	Public			
Staff Development Coordinator	1.0	Admin			
Tech Services Acquisition Spec	1.0	Support			
Technical Services Supervisor	1.0	Support			
Volunteer Coordinator	0.5	Admin			
Youth Services Coordinator	1.0	Public			
Subtotal FTE Existing	101.7		Subtotal FTE New	18.6	
			TOTAL BUDGET	120.3	

Table 3 – Personnel FTE Detail

Personnel represents the largest expense category, and it is the people at JCLD that drive the services provided to the community. FY2021 represents the first full year of directly employing the staff for JCLD. Some hires were delayed, or took longer to fill, because of the pandemic. By the fall, when libraries returned from Front Door Services to limited in-person library services, public services staffing was on track. On the administrative side, determining the best balance for the Human Resources and Finance

departments took more time, since those functions were brought in-house after being managed by outside contracts for many years, first by Jackson County and then through Rogue Valley Council of Governments (RVCOG). While public services staff was also outsourced, the staffing levels and needs to run the branches was well established, and only minor adjustments needed to be made in those areas.

The proposed budget includes a 2% Cost of Living Adjustment (COLA) and up to two step increases for every position, for a potential total salary increase of 5%. The proposed budget includes additional public services staff positions to be hired by January 1, 2022 to support increasing library services hours. With an estimated 25% total increase in hours across all 15 branches, staffing needs within the public services personnel is also estimated to increase by 25%.

Key Operating Expenses by Department

Public Services

Public Services encompasses the areas of the library, including public service desks, circulation, programming, and outreach, which provide direct services and resources to the general public. Services can be accessed at the fifteen branches located throughout Jackson County, virtually at jcls.org, and throughout the community through partnerships and outreach programs and events.

Priorities include expanding hours and services to Jackson County residents, continuing the Rogue Reads community reading program, strengthening partnerships with schools, and sustaining a successful Summer Reading Program. The Public Services team will coordinate with Support Services to launch a mobile technology van, which will provide a mobile hotspot and technology at scheduled locations around the county where individuals are not connected to the internet.



Support Services

Support Services encompasses the areas of the library that support Public Services, the “behind-the-scenes” services that all libraries need such as collections, technology, and infrastructure to serve the public.

With the migration to a new Integrated Library System (ILS) in FY2021, the cost of maintaining the system has been reduced significantly, allowing a reallocation of resources to the digital collection, which continues to have a steady increase in usage. The IT department will replace all public computers, and some network infrastructure updates are planned.

Administrative Services

Administrative Services includes the departments that provide the administrative infrastructure for the organization, supporting the organization through Board-approved policies and applicable federal, state, and local laws.

The Administrative Services team will continue to implement new processes and procedures to ensure all departments have the staff, tools, and resources necessary to perform their jobs. Major facilities projects include the final phase of the Medford renovation project, including the reference area, expanded study space, and new computer lab; renovation of the meeting rooms at the Ashland Library; and replacement of the boiler in Ashland.

Both the Finance and HR department have little need for materials and services for their operations. The main priority for both of these functional areas over this budget year is to continue the development and implementation of systems and standard operating procedures to support operations. Most of the resources that are attributed to this area in this budget would be accounting and payroll software costs, along with some general office supplies. Human Resources has also included recruitment and professional development opportunities in their proposed spending for the 2021-22 year.



Library Administration

Library Administration is led by the Library Director, who reports directly to the Board of Directors. Library Administration plans, coordinates, and directs JCLD's operations, activities, programs, services,

and personnel; directs the planning, development, and implementation of the strategic plan; and markets and promotes the Library.

Areas of focus for Library Administration in the proposed budget include increasing community engagement as pandemic restrictions lift and leading the strategic planning process, from development to implementation. Library Administration also includes costs for Board development, legal services, and the annual audit.

Other Funds

Miscellaneous Grants Fund

The Miscellaneous Grants Fund was established in the last budget year to support the tracking of restricted funds separately from the General Fund. The budgeted expenditures allow for use of most of the funds, should they be necessary. As with most grant funding, expenses are budgeted higher than expected to allow flexibility to utilize these restricted funds in the budget year. Some grant funds have clear timelines for spending, but most will carry over into future years. It is expected that the ending fund balance will be higher than what is in the budget document.

These grants come from both public and private sources that generously support the mission of JCLD. Some key partners include:

- Hulburt Family Trust
- Ready to Read Grant from the State Library of Oregon
- Oregon Community Foundations (with special thanks to the Finstrom, Bixler and Gray families)
- Carpenter Foundation

Donations from the Jackson County Library Foundation and the Friends organizations are included in the miscellaneous grants fund. The District recognizes the integral role that these groups play in supporting the Library's mission, funding special programs, and being library advocates.

Capital Improvement Fund

The Capital Improvement Fund was established to prepare for the capital outlay and significant improvements to the library facilities. Effective July 1, 2020 the Library District received ownership of all 15 branches from Jackson County who had previously owned the assets. The book value of those assets at July 1, 2020 was listed at \$12,688,458. Book value is the total cost of land and construction minus any accumulated depreciation. Up until the acquisition of these properties, the JCLD was proactive in transferring resources from the General Fund to prepare for significant renovations and deferred maintenance on these properties. At the beginning of this fiscal year, the Fund Balance is anticipated to be at \$5.6M. This year, \$50,000 is budgeted to transfer from the General Fund to the Capital Improvement Fund. The development of a facilities master plan is planned as part of the strategic planning process next year, and a more detailed capital improvement budget is anticipated for the next fiscal year.

RESOURCES

General Fund

Jackson County Library Services

Historical Data				Budget for Next Year 2021-22			
Actual		Adopted Budget This Year Year 2020-21		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
Second Preceding Year 2018-19	First Preceding Year 2019-20						
			Available cash on hand* (cash basis) or				1
\$ 8,017,901	\$ 7,927,487	\$ 7,207,960	Net working capital (accrual basis)	\$ 8,900,000			2
\$ 253,838	\$ -	\$ 200,000	Property Taxes (previous years)	\$ 250,000			3
\$ 219,743	\$ 183,784	\$ 312,000	Interest	\$ 250,000			4
	\$ -		Transferred IN, from other funds				5
			OTHER RESOURCES				6
\$ 51,204	\$ 38,408	\$ 34,000	Fines and Fees	\$ 30,000			7
\$ 232,727	\$ 169,513	\$ 177,330	Charges for Services	\$ 2,500			8
\$ 518,175	\$ 694,577	\$ 106,000	Grants and Donations (unrestricted)	\$ 106,500			9
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\$ 9,293,588	\$ 9,013,769	\$ 8,037,290	Total resources, except taxes to be levied	\$ 9,539,000			29
		\$ 10,720,995	Taxes estimated to be received	\$ 11,423,499			30
\$ 10,160,757	\$ 10,770,658		Taxes collected in year levied				31
\$ 19,454,345	\$ 19,784,427	\$ 18,758,285	TOTAL RESOURCES	\$ 20,962,499	\$ -	\$ -	32

Requirements

General Fund

Jackson County Library Services

Historical Data					Budget for Next Year 2021-22			
Actual		Adopted Budget This Year Year 2020-21			Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
Second Preceding Year 2018-19	First Preceding Year 2019-20							
				FTE				
\$ 88,420	\$ 121,436	\$ 384,008	Administrative Salaries (Finance, HR, Operations)	11	\$ 517,997		1	
		\$ 3,142,212	Public Service Salaries (Librarian, Library Spec, etc)	89.3	\$ 4,162,567		2	
		\$ 503,406	Library Administration Salaries (Director/Marketing)	5	\$ 337,649		3	
		\$ 297,926	Support (IT, Technical Services, Acquisitions)	15	\$ 677,937		4	
			(See Table 2 for Details)				5	
\$ 88,420	\$ 121,436	\$ 4,327,552	SUBTOTAL SALARIES		\$ 5,696,150		6	
							7	
\$ 24,019	\$ 32,447	\$ 2,228,398	Fringe		\$ 2,392,383		8	
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\$ 112,439	\$ 153,883	\$ 6,555,950	SUBTOTAL REQUIREMENTS (PERSONNEL)	120.3	\$ 8,088,533	\$ -	\$ -	

Requirements

General Fund

Jackson County Library Services

Historical Data				Budget for Next Year 2021-22			
Actual		Adopted Budget This Year Year 2020-21		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
Second Preceding Year 2018-19	First Preceding Year 2019-20						
\$ 44,701	\$ 56,869	\$ 27,650	Accounting	\$ 10,000			1
\$ 10,750	\$ 11,050	\$ 12,350	Auditing	\$ 12,350			2
\$ 61,175	\$ 43,235	\$ -	Administrative Services (removing account)				3
\$ 879	\$ 908	\$ 1,072	Bank & Special Fees	\$ 2,072			4
\$ 32,331	\$ 62,957	\$ 112,000	Consultant Fees	\$ 114,000			5
\$ 44,761	\$ 334	\$ 45,000	Elections	\$ -			6
\$ 19,526	\$ 22,167	\$ 105,000	Insurance	\$ 115,000			7
\$ 29,859	\$ 47,051	\$ 30,000	Legal	\$ 30,000			8
\$ 3,606	\$ 3,658	\$ 6,605	Membership & Dues	\$ 8,835			9
\$ 2,048	\$ 3,779	\$ 197,000	Supplies	\$ 154,500			10
\$ 2,144	\$ 2,175	\$ 24,000	Postage	\$ 23,000			11
\$ 905	\$ 2,844	\$ 13,000	Advertising - Legal Notices	\$ 13,000			12
\$ 10,623	\$ 7,625	\$ 32,500	Travel	\$ 32,500			13
		\$ 5,500	Meetings	\$ 7,000			14
	\$ 3,416	\$ 29,850	Professional Development	\$ 32,350			15
		\$ 3,500	Volunteer & Staff Recognition	\$ 5,000			16
	\$ 2,624	\$ 5,000	Background Checks	\$ 3,500			17
\$ 472,454	\$ 467,937	\$ 514,366	Building/Repairs	\$ 470,500			19
\$ 390,337	\$ 432,194	\$ 493,505	Custodial Services	\$ 542,870			21
\$ 12,653	\$ 10,976	\$ 7,169	Custodial Supplies	\$ 10,000			22
							23
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							31
\$ 1,138,752	\$ 1,181,799	\$ 1,665,067	SUBTOTAL REQUIREMENTS (M&S)	\$ 1,586,477	\$ -	\$ -	32

Requirements

General Fund

Jackson County Library Services

Historical Data				Budget for Next Year 2021-22		
Actual		Adopted Budget This Year Year 2020-21		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
Second Preceding Year 2018-19	First Preceding Year 2019-20					
\$ 73,796	\$ 78,190	\$ 141,827	Security Services	\$ 72,384		
\$ 390	\$ 11,435	\$ 15,000	Signage	\$ 10,000		
	\$ 12,374	\$ 23,220	Copier	\$ 25,000		
\$ 5,163	\$ 9,835	\$ 34,500	Equipment Repair	\$ 34,500		
		\$ 25,000	Facility Furnishing	\$ 25,000		
\$ 15,341	\$ 29,714	\$ 70,000	Minor Equipment	\$ 62,000		
\$ 293,332	\$ 140,603	\$ 241,600	Computers & Technology	\$ 404,566		
\$ 12,063	\$ 23,445	\$ 156,639	Software Licensing	\$ 168,890		
	\$ 163,083	\$ 200,000	Transition Expenses (removing account)			
\$ 357	\$ 227	\$ 4,500	Supplies - Facilities	\$ 20,000		
\$ 5,437,116	\$ 5,771,609	\$ 158,000	LS&S Contract			
\$ 1,178,431	\$ 1,323,670	\$ 1,331,000	Library Materials	\$ 1,397,550		
\$ 23,297	\$ 4,967	\$ -	Comic Con (removing account)			
\$ 89,418		\$ 500,000	Strategic Plan (removing account)			
\$ 39,000	\$ 39,000	\$ 39,000	Southern Oregon Historical Society Contract	\$ 39,000		
	\$ 55,000		JCLF Contract (removing account)			
	\$ 11,318	\$ 48,500	Marketing and Advertising	\$ 43,000		
	\$ 671	\$ 70,000	Professional Services	\$ 60,500		
		\$ 51,000	Printing Services	\$ 49,500		
\$ 335,866	\$ 293,074	\$ 362,565	Utilities	\$ 362,565		
\$ 214,980	\$ 195,990	\$ 219,500	Telecom - Voice and LD	\$ 219,500		
\$ 12,061	\$ 9,168	\$ 12,000	Maintenance for Vehicles	\$ 16,000		
\$ 379,243	\$ 216,471	\$ -	Restricted Grant Expenses (now in Misc. Grants Fund)			
\$ 8,109,854	\$ 8,389,844	\$ 3,703,851	SUBTOTAL REQUIREMENTS (M&S)	\$ 3,009,955	\$ -	\$ -

Requirements

General Fund

Jackson County Library Services

Historical Data				Budget for Next Year 2021-22			
Actual		Adopted Budget This Year Year 2020-21		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
Second Preceding Year 2018-19	First Preceding Year 2019-20						
\$ 112,439	\$ 153,883	\$ 6,555,950	TOTAL PERSONNEL	\$ 8,088,533			1
\$ 9,248,606	\$ 9,571,643	\$ 5,368,918	TOTAL MATERIALS & SERVICES	\$ 4,596,432			2
							3
							4
\$ 115,814	\$ 278,244	\$ 215,000	CAPITAL OUTLAY	\$ 600,000			5
							6
							7
		\$ 750,000	CONTINGENCY	\$ 500,000			8
							9
\$ 9,476,859	\$ 10,003,770	\$ 12,889,868	SUBTOTAL EXPENDITURES	\$ 13,784,965			10
							11
\$ 2,050,000	\$ 2,050,000	\$ 300,000	TRANSFERS TO CAPITAL IMPROVEMENT FUND	\$ 50,000			12
							13
		\$ 1,043,085	TRANSFERS TO GRANT FUND				14
							15
							16
\$ 11,526,859	\$ 12,053,770	\$ 14,232,953	SUBTOTAL EXPENDITURES AND TRANSFERS OUT	\$ 13,834,965			17
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\$ 7,927,487	\$ 7,730,657	\$ 4,552,332	UNAPPROPRIATED ENDING FUND BALANCE	\$ 7,127,533			31
\$ 19,454,346	\$ 19,784,427	\$ 18,785,285	TOTAL REQUIREMENTS	\$ 20,962,499	\$ -	\$ -	32

Historical Data				Budget for Next Year 2021- 22		
Actual		Adopted Budget Year 2020 - 21		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
Second Preceding Year 2018 - 19	First Preceding Year 2019 -20					
			RESOURCES			
			Cash on hand * (cash basis), or			
			Working Capital (accrual basis)	\$ 1,100,000		
			Previously levied taxes estimated to be received			
		\$ 30,500	Interest	\$ 11,000		
		\$ 1,043,085	Transferred IN, from other funds			
		\$ 408,075	Restricted Revenues	\$ 250,000		
\$ -	\$ -	\$ 1,481,660	Total Resources, except taxes to be levied	\$ 1,361,000		
			Taxes estimated to be received			
			Taxes collected in year levied			
\$ -	\$ -	\$ 1,481,660	TOTAL RESOURCES	\$ 1,361,000		
			REQUIREMENTS **			
		\$ 145,000	Personnel Services	\$ 200,000		
		\$ 604,575	Materials & Services	\$ 650,000		
		\$ 219,585	Capital Outlay	\$ 250,000		
			Ending balance (prior years)			
		\$ 512,500	UNAPPROPRIATED ENDING FUND BALANCE	\$ 261,000		
\$ -	\$ -	\$ 1,481,660	TOTAL REQUIREMENTS	\$ 1,361,000	\$ -	\$ -

FORM

RESERVE FUND

Jackson County Library Services

LB-11

CAPITAL IMPROVEMENT FUND

Historical Data				Budget for Next Year 2021- 22		
Actual		Adopted Budget Year 2020 - 21		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
Second Preceding Year 2018 - 19	First Preceding Year 2019 - 20					
			RESOURCES			
			Cash on hand * (cash basis), or			
\$ 1,916,279	\$ 4,068,212	\$ 6,176,279	Working Capital (accrual basis)	\$ 5,600,000		
			Previously levied taxes estimated to be received			
\$ 101,933	\$ 133,377	\$ 110,000	Interest			
\$ 2,050,000	\$ 2,050,000	\$ 300,000	Transferred IN, from other funds	\$ 50,000		
\$ 4,068,212	\$ 6,251,589	\$ 6,586,279	Total Resources, except taxes to be levied	\$ 5,650,000	\$ - \$ -	
			Taxes estimated to be received			
			Taxes collected in year levied			
\$ 4,068,212	\$ 6,251,589	\$ 6,586,279	TOTAL RESOURCES	\$ 5,650,000	\$ - \$ -	
			REQUIREMENTS **			
\$ -		\$ 100,000	Materials & Services	\$ 600,000		
\$ -	\$ 205,662	\$ 6,486,279	Capital Outlay	\$ 1,200,000		
\$ 4,068,212	\$ 6,045,927		Ending balance (prior years)			
			UNAPPROPRIATED ENDING FUND BALANCE	\$ 3,850,000		
\$ 4,068,212	\$ 6,251,589	\$ 6,586,279	TOTAL REQUIREMENTS	\$ 5,650,000	\$ - \$ -	



Director's Report June 2021

Library Administration

J and J Thomas Concierge Services notified the District that they would not be able to extend their security services contract with JCLD, citing lack of staffing. Similarly, Isler Medford notified the District that, due to changes in their audit staff, they had to withdraw as the District's auditor. Director May is working with staff to move up the recruitment of resources specialists to replace the security officers. The District will issue an RFP for a new auditor by mid-June.

Support Services

Staff continues to work through the bugs created during the migration and implementation of Koha, the new Integrated Library System (ILS), and Aspen, the new Discovery layer. The issues around notifications and messaging have finally been cleared up. The Technical Services department is setting up the acquisitions module in Koha. Because of the migration, orders have not been processed for over six weeks, which may result in a need to carry over funding for materials into the next fiscal year.

Patrons are taking full advantage of specialists from the Digital Service department being available at the various library branches. Almost all of the specialists' onsite appointments at are filled. The specialists are preparing to teach technology classes to the public next month and through the summer. Patrons can view a list of class titles and register for those classes by visiting: <https://bit.ly/3igOmAK>

Public Services

Oregon Community Foundation awarded a \$20,000 grant in support of the Social Worker for the second of three years of possible funding. The Ashland Emergency Food Bank awarded \$350 to assist with establishing a satellite food pantry at the Ashland Library.

Assistant Director Claudine Taillac finalized the DART (District Access to Resources and Technology) van conversion, funded in part by a grant from the State Library. Taillac and Adult Services and Youth Services Coordinators Carrie Turney Ross and Brystan Strong have designed the framework for this new service, which will launch on June 15. Marketing Coordinator Ryan Bradley designed the graphics for the van, which will be wrapped locally. The new DART Library Specialist Leah Diamond started on June 1.

Taillac and Strong applied for an Oregon Community Foundation grant to fund book giveaways to low-income and marginalized communities and for STEM programming via DART. This grant is a new opportunity offered by OCF to assist organizations who have summer programs for children that support literacy and learning.

The transition to Stage 5 went smoothly in the branches, with patrons expressing their joy to be back inside to browse and their gratitude for the library services they have received over the past year. Staff have enjoyed seeing their regulars again and meeting new patrons, especially the children they have missed interacting with and the babies who were born during the pandemic. Some branches' volunteers have returned as well.

The recent digital collection change from Flipster to Overdrive for magazines is already gaining praise from patrons. Many needed help navigating the new platform, but all are pleased with the expansion of the selection.

The tax deadline was extended to May 17, so the public computers remained busy with tax filers throughout the first two weeks of May. It is no exaggeration to note that hundreds of taxes are filed each year throughout the system; Talent alone saw seventy-three tax-filing patrons in May, and in all 222 tax returns were filed at just that one branch.

The ever-popular Take & Make kits continue to add value to patrons' library use, and staff continue to come up with interesting ideas. While they all fly off the shelves within one or two days, some of the more popular ones this month were the soap-making kit at the Central Point Library where a patron commented that it was unique and that they were so happy to have a fun project to do with her kids that was not drawing; fifty Funny Art Take & Make kits offered by the Phoenix Library made art more accessible to young ones as they created funny scenes using famous works of art such as the Mona Lisa, Nighthawks, and American Gothic, new creations that garnered prizes and that are on display at the branch.

Adult Services

May was the final month of the spring programming season and wrapped up with twenty-three programs on the season's theme of Health & Renewal. Popular programs included a yoga series held outside at the Shady Cove Library, book clubs, and a program presented by Certified Master Gardener John Kobal on gardening in raised beds. One of the thirty attendees of the gardening program commented that they "thoroughly enjoyed the class and will do raised garden beds because of this class."

The Middle Earth Walking Challenge drew more than seventy participants who registered and tracked their efforts via Beanstack, which is the software procured before last year's Summer Reading Program. Based on the *Lord of the Rings* trilogy and the journey of Frodo and Sam to Mount Doom, the participants logged at least eighteen miles each.

In honor of Bike to Work Week in May, Turney Ross facilitated the Ready to Roll program, which was a bicycle repair series presented by Andrew Ross that traveled to the Applegate, Ashland, Eagle Point, and Shady Cove libraries. Attendees received a diagram of the parts of a

bike, and learned how to check their bikes for issues and how to handle repairs and maintenance. Staff provided all attendees a list of bike maintenance and repair books in the Library's collection.

A nod to a return to some level of normal was evident at the Discover Central Point Geocaching Challenge, where Central Point Branch Manager Marne Kapule and Turney Ross had an information table promoting library programs and services. Several new library users were added, including a couple who said they had not used the library in thirty years. Upon hearing about the wifi hotspots and the Library of Things, they got library cards and plan to check out hotspots so they can take the internet with them on weekend excursions.

The Library partnered with BASE (Black Alliance & Social Empowerment) and the Ashland Independent Film Festival to host The Spirit of Malcolm X program. Fifty-two audience members listened to Professor Kaba Hiawatha Kamene, a former Black Panther, Malcolm X historian, and early childhood educator, chronicle the phases of Malcolm X's life and the work he did for the Black community.

Business Librarian Elanna Erhardt became a notary public and is leading a team of JCLS staff members who will also become commissioned notaries. Erhardt will serve the Central Region as notary while Library Specialist Brianna Levesque will serve the Bear Creek region, Library Associate Sheila Fortman-Craun will serve the Upper Rogue, and Library Specialist Rebecca Cuestas will serve the Lower Rogue.

Youth Services

The best part of May has been seeing young patrons, parents, and caregivers back in the buildings again. Staff have enjoyed providing assistance, finding books for reports, taking care of reader's advisory and reference questions, and handling the day-to-day questions that make up the life in the children's department. It has been exciting, motivating, and uplifting for staff to once again be able to promote the love of reading and build community among younger patrons.



The Summer Reading Program kicks off on June 1 and runs through August 31. The theme this year is Readers are Leaders. Children, teens, and adults are encouraged to participate, track the number of minutes or books read over the summer, write reviews, and attend programs all summer long.

Medford Library Children's services staff put together four Take & Make kits this month, including a pop-up card for Mother's Day, a tooth and dental hygiene craft, a seed planting craft, and an open-ended poppy paper craft to help celebrate and honor Memorial Day. In Ashland, the

Children's team created three relevant and fun activities for children of all ages, with the Snuggle Bunny kit seeing such success that the team is considering making it an annual activity

for May and Mental health month. Ashland Children's Librarian Lyn Heerema recorded three Storytime Shorts and a short video for Ashland Reads and the Rotary club. The video highlighted the Summer Reading Program, promoted Beanstack, and welcomed people back into the library.

Teen Services spent May celebrating and bringing awareness to good mental health, giving out Take & Makes that focused on self-care, family, and introspection. Some programs included a journaling kit with prompts for every day of the month and a parent/teen spa kit with enough supplies for a teen and their parent to create a sugar scrub and eye mask. Teen Services Librarians Andrea Leone and Jackie Keating also co-hosted a mental health awareness trivia match on Zoom. These programs received positive feedback from participants.

With stage 5 underway, Keating ramped up outreach to classrooms, starting with a virtual class visit to the Ashland High School's Inspire House on the day of reopening to tell students about available library services and showing them around the new website and catalog. The students were excited to learn that the library was reopening that very day. Bonnie Johnson, one of the Inspire House teachers, emailed afterward, writing, "Thank you for a super presentation! Totally thrilled, the library is opening its doors again. I especially appreciated hearing about the latest databases available to explore. We promise to look you up on our next visit to the library." Two students came by that weekend, and each left with a Take & Make and a stack of books and DVDs.

After the Inspire House virtual visit, Keating began reaching out to other teachers and visited six classes in person for the first time since March 2020. Following all school safety protocols, Keating appeared at Ashland Middle School and John Muir to promote the Summer Reading Program and the library's new hours. One of the John Muir teachers asked if she would include some book talks with the presentation, so she rounded up six middle grade and YA books published within the past three years across varying genres and presented a talk for each in addition to the presentation.

Education Services

Education Service Specialist Jamaica Davis visited the Ruch library for Middle School class visits, and she walked them through the new JCLS website and catalog, showing the students how to access the databases for upcoming research projects. Davis worked on summer programming plans with the Juvenile Detention Center, local summer schools, and summer lunch sites. She will be collaborating with JCLS's Community Librarian for Youth Literacy Evelyn Lawrence, who started at the end of May, on a programming plan for the upcoming school year.

Outreach to Child Care

Outreach to Child Care Library Specialists Megan Pinder and Nancy Peterson resumed storytimes at child care sites, and the children and providers have been delighted, as the OCC staff's work reading to the children was very much missed. Pinder presented four Spanish language storytimes and Peterson prepared a set of books dealing with death for a site that

suffered the loss of a teacher. The children are missing this person, and the books explored the topics of loss and emotions.

Social Services

Social Worker Mehmood Madha responded to many unhoused patrons asking for information on local shower services by teaming up with the social determinants of health team at AllCare Health to provide 150 hygiene kits at the libraries. Madha provided individual clients with a wide range of service referrals including for legal advocacy, rental assistance, and attending ACCESS's Ready to Rent program.

Resource Specialists

A new framework for the security services contract will be put in place in July 2021. Madha, Taillac, and Central Area Manager Laurin Arnold met with other professionals to gather information on best practices, attended training for restorative justice, and then developed the new role of Resource Specialist. This new position will be a bridge between social work and patrons who exhibit problem behavior in the library before the behavior has a chance to escalate into a security incident. The Resource Specialists in Ashland and Medford will be highly visible at the libraries and will proactively interact with patrons, creating positive relationships, informing at-risk patrons of local resources, and providing incident prevention. Moving away from a "monitor and remove" paradigm of security that typically leads to more discord with already distressed patrons to one that is more trauma-informed and based around empathy first has proven to decrease security incidents at libraries, creating a safer environment. The Resource Specialists will be available to assist systemwide, and on the days the Medford and Ashland libraries are closed, they will visit other branches. Training will be available to the Resource Specialist staff, including mental health first aid, de-escalation, State of Oregon security certification training.

Human Resources

The HR Department is pleased to announce that all performance evaluations have been submitted. Thank you to all of the supervisors who put in hard work to make this a learning and growth opportunity for their direct reports.

The Equity, Diversity, and Inclusion (EDI) training series that started in November 2020 has come to an end. All staff participated in the twelve-part series. In the final session, Dr. Sojka encouraged staff to suggest system and personal goals related to EDI. Many ideas were suggested that keep the District looking at its services and programs through an inclusive and equitable lens.

Marketing

The Marketing department finalized the Summer Event Guide—the largest issue in two years—and prepared promotional materials for Summer Reading.

Press Release: Stage 5 Announcement: <https://bit.ly/33aEFed>

Press Release: Foundation Director Announcement: <https://bit.ly/3ih8zGi>

Press Release: June Windows in Time: <https://bit.ly/3g59ln8>

Press Release: Dr. Dana Suskind Talk: <https://bit.ly/2S5wHRD>

Press Release: June Event Listings: <https://bit.ly/3g5ja4w>

Mail Tribune article on Stage 5 announcement: <https://bit.ly/33eaAdR>

Facilities

Meetings continue regarding the Medford and Ashland renovation projects, both which are delayed. The Medford carpet replacement is set to begin mid-June and complete by the end of July. Choices for the furniture for the new study area have been made; the Ashland project does not yet have a start date and final design decisions are wrapping up. As meeting rooms are not yet reservable to the public, the Ashland project will have no impact on patron services. In Medford, with the upstairs closed for the duration of the remodel, staff have been finding creative ways to minimize the impact: The Adult Services Librarians stocked a browsable section downstairs with a range of nonfiction and large print books from upstairs; Library Clerk Brenna Fox and Library Associate Cal Baze added new and popular DVDs and audiobooks; and Library Associate Laurel Bucher created a display for Asian American and Pacific Islander Heritage Month. The Children's department has kindly offered some space for materials from the Teen collection, as well as space at the service desk for Teen department staff to be able to meet with teen patrons downstairs. The process has been a group effort with a focus on providing as much direct access to the 2nd floor collections as possible. For items not accessible, a runner system is in place to retrieve materials from the 2nd floor, when requested.



Jackson County Library Foundation Director's Report June 2021

The Relationship Committee, comprised of the Library Director, JCLF board members and JCLD board members identified 3 goal areas for the Executive Director of the Jackson County Library Foundation to focus on in her first three to four months. 1. Communication - including the Foundation Board, Library Staff, and Community 2. Donor maintenance and cultivation 3. Integration of the two organizations to help set a strategic direction together.

To that end the Executive Director has:

1. Communication

- a. Met with all but one (due to leave of absence) JCLF board member one on one
- b. Toured 12 of the 15 branches as of the week of June 7
- c. Attended monthly President's Forum meetings for the Friends of the Libraries
- d. Attended JCLD budget and board meetings
- e. Met with key staff on the Administrative team, attended several staff trainings/meetings, and met with public services to discuss potential grants and other funding opportunities for upcoming projects
- f. Created an e-newsletter to be delivered the week of June 7th
- g. Scheduled meetings with several current and past JCLD board members
- h. Met via email and zoom with funders at OCF and Ford Family Foundation
- i. Updated JCLF website content to reflect current board and staff
- j. Created Book Club Bag for JCLF board that will be available to other community members and local nonprofits through the "Library of Things" after the JCLF board is done using them.

2. Donor maintenance and cultivation

- a. The 2nd year of funding for the library social worker position has been received. It is in the amount of \$20,000 and in 2022 the library will be eligible for \$15,000 for this same purpose.
- b. A grant for \$15,000 has been submitted to the K-12 Summer Learning Grant program at OCF. This is a one-time fund to assist with supporting organizations that will be providing in person and hybrid programming to children this summer. The request is for summer literacy outreach and will augment the programming the library is already providing by giving books to children in underserved populations in our community.
- c. The ED has attended several trainings about library foundations and training on the current donor database.
- d. The ED has begun calling donors to thank them and get to know them and is handling donor acknowledgements.

- 3. Integration of two organizations to help set a strategic direction together**
 - a. Met with Library Strategies consultant to discuss previous report from 2019 and the possibility of retaining their services for upcoming retreat between the JCLD and JCLF boards of directors
 - b. Drafted a gift policy with the Library Director for the library district
 - c. Is working with the JCLF board to adjust budgeting and fiscal year to align with the JCLD.
 - d. Is working with the JCLF board to create a more user-friendly fund request procedure.
 - e. Created a board manual for the JCLF board of directors
 - f. Has requested an application for the 2022 cohort of the M.J. Murdock Charitable Trust Board Leadership and Development Program to be held virtually on May 2-3, 2022 and June 6-7, 2022.
 - g. Attended the Relationship committee meeting



June 10, 2021

Title: May – YTD Financial Presentation

From: Rick Leibowitz, Finance Manager

Summary:

The board financial presentation includes information through May 31, 2021. Data was pulled on June 2, 2021 from Incode. All payroll through May has been posted, but there are still some pending transactions for May.

JCLS is now 11 months through the fiscal year, so it is expected that we would trend at slightly over 90% of the budget with revenue and expenses. This report shows only expenses from May to provide a month of spending as a point of reference. The previous report was through March 31st, so there are two months of activity changes in the YTD column.

General Fund

The Library District has now exceeded projected revenues for the year, mainly due to receiving over \$350,000 more in property taxes than originally budgeted. There will likely be a smaller amount of taxes collected in June and there is still some fee income expected.

At this time, expenses are currently at 63.7% of what was budgeted. June expenses are expected to be significantly higher than May, as there will be three pay periods within the month. Now that the ILS is operational, more library materials will also be purchased by the end of the fiscal year.

Capital Improvement Fund

The Capital Improvement fund had no revenue budgeted except for interest income. The adjustment for interest that gets allocated to the Capital Improvement will be made in June, along with the transfer of \$300,000 from the General Fund. There was minimal operating activity, as Jackson County has still not submitted all invoices for some project improvements made.

Miscellaneous Grants Fund

There was minimal activity in this fund. YTD there have been \$262,405 of grants and donations. Operating expenses to date are at \$235,593, which is slightly lower than the total from the previous report. Expenses were incurred in April and May, but some transactions adjustments were made to move capital outlay expenses from the Grants Fund to the Capital Improvement Fund, as originally intended.

All Funds Summary

Below is a summary of YTD activity.

	General	Capital Improvement	Grants	Total
YTD Revenues	\$11,653,253		\$262,405	\$11,745,665
YTD Expenses	\$8,190,709	\$668,139	\$235,593	\$7,564,183
Transfers IN			\$1,108,342	\$1,108,342
Transfers OUT	\$1,108,342		\$121	\$1,108,464
Beginning Fund Balance	\$7,730,657	\$6,045,927		\$13,776,584
Ending Fund Balance	\$10,084,858	\$5,377,788	\$1,135,033	\$16,597,680

Attachments:

Financial Report



For Period: 7/1/2020 through 5/31/2021

General Fund

	Budget		Actual		Variance	% of Budget
Beginning Fund Balance	\$	7,207,960	\$	7,730,657	\$ 522,697	107.3%
Revenues	Budget	May	YTD	Variance	% of Budget	
Property Taxes	\$ 10,920,995	\$ 52,416.99	\$ 11,271,964	\$ 350,969	103.2%	
Other Income	\$ 629,330	\$ 17,819.30	\$ 381,288	\$ (248,042)	60.6%	
Total Operating Revenues	\$ 11,550,325	\$ 70,236	\$ 11,653,253	\$ 102,928	100.9%	
Transfers IN from Other Funds	\$ -	\$ -	\$ -	\$ -		
Total RESOURCES	\$ 18,758,285		\$ 19,383,910			
Expenses	Budget	May	YTD	Variance	% of Budget	
Personnel Services	\$ 6,555,950	\$ 457,901.92	\$ 4,855,927	\$ (1,700,023)	74.1%	
Library Materials	\$ 1,331,000	\$ 113,145.07	\$ 949,987	\$ (381,013)	71.4%	
Bldg. Maintenance/Utilities	\$ 1,762,467	\$ 93,566.09	\$ 1,415,850	\$ (346,617)	80.3%	
Other Materials&Services	\$ 2,248,451	\$ 59,760.32	\$ 889,917	\$ (1,358,534)	39.6%	
Capital Outlay	\$ 215,000	\$ 79,028.51	\$ 79,029	\$ (135,971)	36.8%	
Contingency	\$ 750,000			\$ (750,000)	0.0%	
Total Operating Expenses	\$ 12,862,868	\$ 803,402	\$ 8,190,709	\$ (4,672,159)	63.7%	
NET REVENUES/EXPENSES	\$ (1,312,543)	\$ (733,166)	\$ 3,462,544	\$ 4,775,087	NA	
Transfers OUT to Other Funds	\$ 1,343,085	\$ -	\$ 1,108,342	\$ (234,743)	82.5%	
Ending Fund Balance	\$ 4,552,332		\$ 10,084,858	\$ 5,532,526	221.5%	
Total REQUIREMENTS	\$ 18,758,285		\$ 19,383,910			



For Period: 7/1/2020 through 5/31/2021

Capital Improvement Fund

	Budget	Actual	Variance	% of Budget
Beginning Fund Balance	\$ 6,176,279	\$ 6,045,927	\$ (130,352)	97.9%
Revenues				
	Budget	YTD	Variance	% of Budget
Interest Income	\$ 110,000	\$ -	\$ (110,000)	0.0%
			\$ -	
Total Operating Revenues	\$ 110,000	\$ -	\$ (110,000)	0.0%
Transfers IN from Other Funds	\$ 300,000	\$ -	\$ (300,000)	
Total RESOURCES	\$ 6,586,279	\$ 6,045,927		
Expenses				
	Budget	YTD	Variance	% of Budget
Materials&Services	\$ 100,000	\$ 220,891	\$ 120,891	220.9%
Capital Outlay	\$ 6,486,279	\$ 447,248	\$ (6,039,031)	6.9%
Total Operating Expenses	\$ 6,586,279	\$ 668,139	\$ (5,918,140)	10.1%
NET REVENUES/EXPENSES	\$ (6,476,279)	\$ (668,139)	\$ 5,808,140	NA
Transfers OUT to Other Funds	\$ -	\$ -	\$ -	
Ending Fund Balance	\$ -	\$ 5,377,788	\$ 5,377,788	
Total REQUIREMENTS	\$ 6,586,279	\$ 6,045,927		



For Period: 7/1/2020 through 5/31/2021

Miscellaneous Grants Funds

	Budget	Actual	Variance	% of Budget
Beginning Fund Balance	\$ -	\$ -	\$ -	
Revenues				
	Budget	YTD	Variance	% of Budget
Grants & Donations	\$ 408,075	\$ 262,405	\$ (145,670)	64.3%
Interest	\$ 30,500		\$ (30,500)	
Total Operating Revenues	\$ 438,575	\$ 262,405	\$ (176,170)	59.8%
Transfers IN from Other Funds	\$ 1,043,085	\$ 1,108,342	\$ 65,257	
Total RESOURCES	\$ 1,481,660	\$ 1,370,747		
Expenses				
	Budget	YTD	Variance	% of Budget
Personnel Services	\$ 145,000	\$ 35,434	\$ (109,566)	24.4%
Materials&Services	\$ 604,575	\$ 120,512	\$ (484,063)	19.9%
Capital Outlay	\$ 219,585	\$ 79,647	\$ (139,938)	36.3%
Total Operating Expenses	\$ 969,160	\$ 235,593	\$ (733,567)	24.3%
NET REVENUES/EXPENSES	\$ (530,585)	\$ 26,812	\$ 557,397	NA
Transfers OUT to Other Funds	\$ -	\$ 121	\$ 121	
Ending Fund Balance	\$ 512,500	\$ 1,135,033	\$ 622,533	
Total REQUIREMENTS	\$ 1,481,660	\$ 1,370,747		



June 10, 2021

Title: Proposed Transfers of Appropriations FY2020-2021

From: Rick Leibowitz, Finance Manager

Recommendation:

The Finance Manager recommends that the Board pass a motion for the following transfers of funds. None of the changes proposed will change the overall resources and requirements budgeted “government wide” for the Jackson County Library District.

Actions, Options, or Potential Motions:

Recommended Transfer #1:

For the Capital Improvement Fund, transfer \$400,000 appropriation from Capital Outlay category to the Materials & Services category.

	Existing Budget	New Budget
Materials & Services	\$ 100,000	\$ 500,000
Capital Outlay	\$ 6,486,279	\$ 6,086,279
Total	\$ 6,586,279	\$ 6,586,279

Statement of need: When budget was originally created, not enough funds were allocated for Materials & Services expenses related to Capital Improvements. Large Capital Outlay expenditures were significantly over allocated.

Recommended Transfer #2:

In the General Fund, transfer \$65,260 from Materials & Services to Transfers Out to Other Funds to ensure there is enough of an allocation to allow for a \$300,000 transfer of funds from the General Fund to the Capital Improvement Fund.

	Existing Budget	New Budget
Materials & Services	\$ 5,368,918	\$ 5,303,658
Transfers to Other Funds	\$ 1,343,085	\$ 1,408,345
Total	\$ 6,712,003	\$ 6,712,003

Statement of need: When budget was originally created, estimates were provided of funds that would be transferred out of the General Fund for both Capital Improvements and Miscellaneous Grants. Upon review, there were slightly more funds available for transfer to both than were originally budgeted. This adjustment is necessary to allow for a full transfer to other funds as originally intended (all unappropriated restricted funds going to the Miscellaneous Grants Fund and \$300,000 transfer of funds to the Capital Improvement Fund).

Resource Requirements:

None – just an internal transfer of appropriations.

Policies, Plans, and Goals Supported:

The recommended transfers support the District’s Financial Management policy.

Background and Additional Information:

The governing body may authorize some transfers of appropriation authority by passing a resolution or ordinance. A transfer of appropriation authority is a decrease of one existing appropriation and a corresponding increase of another existing appropriation, with no net change in the total amount of all appropriations [OAR 150-294.450(3)(1)].



June 10, 2021

Title: Policy review: 1-5 Board Member Orientation

From: Kari May, Library Director

Recommendation:

The Policy Committee recommends the Board approve Policy 1-5 Board Member Orientation as revised.

Budget Impacts:

N/A

Policies, Plans, and Goals Supported:

Maintaining updated policies provides clear guidance for governance by the District Board.

Background and Additional Information:

With two new board members joining the Library Board in July, the Policy Committee determined that it was time to review the Board member orientation policy so that it would be ready for the new board members. Staff is putting together a new internal website for new and existing board members, which will include all of the materials referenced in section 3. Where possible, staff will provide links to the most current information outlined in the policy. The intention is that the website will house materials relevant for new and existing board members.

The bullet point referencing public meetings law training has been removed because the information reference there is included in the SDAO Special District Member Handbook already included on the list.

Attachments:

- Policy 1-5 Board Member Orientation, red-lined version
- Policy 1-5 Board Member Orientation, clean version

Policy 1-5	Board Member Orientation	Created: 02/04/2019 Approved: 02/14/2019 Revised: 6/10/2021
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I. Purpose

The purpose of this policy is to outline the orientation process for newly elected or appointed members of the Jackson County Library District Board.

II. Cooperation with Board Candidates

The Board, through its staff, shall cooperate impartially with candidates for the Board and provide them with information about Board policies, administrative regulations, and other aspects of the operation of the District.

III. Orienting New Board Members

The Board and its staff shall assist each new member-elect and appointee to understand the Board's role, functions, policies, and procedures before he/she takes office. The following methods shall be employed:

- a. New members shall be invited to attend and participate in public Board meetings prior to being sworn in.
- b. The Library Director shall provide material pertinent to District meetings and respond to questions regarding such material.
- c. New members shall be invited to meet with the Board President, -Library Director, ~~and~~ Assistant Directors, and other key District personnel to discuss the services each performs for the District.
- d. The District Administrator shall provide each new Board member with the following, either in print or digital format:
 - Board list with contact information.
 - Meeting and event calendar for the year.
 - A summary of current Board committees and ad hoc task forces (e.g., committee charters, member names and contact info).
 - An updated copy of the District's policies and procedures.

- A copy of the Strategic Plan—includes the District’s vision, mission, values, goals, objectives, and outcomes.
- A copy of the District’s formation documents.
- A copy of ORS Chapter 198 (power and authority of Oregon special Districts) and ORS Chapter 357 (principal act governing Oregon library Districts).
- A copy of the *Special Districts Association of Oregon (SDAO) Special District Board Member Handbook* (summarizes Oregon’s Ethics Laws and Public Meetings Laws).
- A copy of the *Local Budgeting in Oregon* supplement to the Local Budgeting Manual.
- ~~Copies of the minutes of all Board meetings, except for executive sessions, for the preceding twelve (12) months.~~ Link to ~~Prior years’ Board~~ minutes, are available on the District’s website.
- Copies of the District's last two (2) adopted budgets. Budgets from earlier fiscal years are available on the District’s website.
- Copies of the District’s last three (3) financial statements. Prior months’ financial statements are available on the District’s website.
- Copies of the District's insurance policies.
- Copies of all such documents as the attorney[s] for the District may recommend with respect to any pending claims or lawsuits.
- A copy of the latest revision of the *Standards for Oregon Public Libraries*, published by the Public Library Division of the Oregon Library Association.
- A copy of *The Complete Library Trustee* handbook published by the American Library Association United for Libraries Division.
- ~~Public meetings law training; information about other opportunities for Board member training and development.~~
- List of all District Personnel by position.
- Such other materials as the Board may direct or the District Administrator or Library Director deems appropriate.

Policy 1-5	Board Member Orientation	Created: 02/04/2019 Approved: 02/14/2019 Revised: 6/10/2021
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I. Purpose

The purpose of this policy is to outline the orientation process for newly elected or appointed members of the Jackson County Library District Board.

II. Cooperation with Board Candidates

The Board, through its staff, shall cooperate impartially with candidates for the Board and provide them with information about Board policies, administrative regulations, and other aspects of the operation of the District.

III. Orienting New Board Members

The Board and its staff shall assist each new member-elect and appointee to understand the Board's role, functions, policies, and procedures before he/she takes office. The following methods shall be employed:

- a. New members shall be invited to attend and participate in public Board meetings prior to being sworn in.
- b. The Library Director shall provide material pertinent to District meetings and respond to questions regarding such material.
- c. New members shall be invited to meet with the Board President, Library Director, Assistant Directors, and other key District personnel to discuss the services each performs for the District.
- d. The District Administrator shall provide each new Board member with the following, either in print or digital format:
 - Board list with contact information.
 - Meeting and event calendar for the year.
 - A summary of current Board committees and ad hoc task forces (e.g., committee charters, member names and contact info).
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- A copy of the *Local Budgeting in Oregon* supplement to the Local Budgeting Manual.
- Link to Board minutes, available on the District’s website.
- Copies of the District's last two (2) adopted budgets. Budgets from earlier fiscal years are available on the District’s website.
- Copies of the District’s last three (3) financial statements. Prior months’ financial statements are available on the District’s website.
- Copies of the District's insurance policies.
- Copies of all such documents as the attorney[s] for the District may recommend with respect to any pending claims or lawsuits.
- A copy of the latest revision of the *Standards for Oregon Public Libraries*, published by the Public Library Division of the Oregon Library Association.
- A copy of *The Complete Library Trustee* handbook published by the American Library Association United for Libraries Division.
- List of all District Personnel by position.
- Such other materials as the Board may direct or the District Administrator or Library Director deems appropriate.